



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**REGULAR MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, MAY 19, 2020 at 7:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY
AND ELECTRONICALLY VIA ZOOM**

Please register in advance for this meeting:

<https://us02web.zoom.us/meeting/register/tZUkd-msqzooHtFlcJEpVrcM1oUrEEyrFCI9>

Once registered, to access the meeting by Computer, Tablet, or Mobile Device, click the following link: <https://us02web.zoom.us/j/81900451245>

(When prompted, please download Zoom to your device prior to the meeting if you don't already have the program).

You can also phone in from your landline phone or mobile phone by dialing 1-778-907-2071 and entering the Conference ID: 819 0045 1245

AGENDA

1. **Call to Order**
2. **Adoption of Agenda**
3. **Public Participation (2 minutes per person totalling 10 minutes maximum)**
4. **Review & Approval of Minutes of Prior Meetings**
 - A. Regular Council Meeting – May 5, 2020 (Page 7)

Staff Recommendation:

THAT the Regular Council Meeting Minutes of May 5, 2020 be approved as circulated.

5. **Business Arising from the Minutes**
6. **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 – Mayor McLaughlin following up with Squamish Mayor & RCMP.	Mayor McLaughlin – ongoing
127	May 5, 2020	Options for Electronic Building Submissions	CAO DeJong

128	May 5, 2020	G5: Tracey Saxby, My Sea to Sky re: Woodfibre LNG's request to extend their EA certificate	
129	May 5, 2020	R4: Emilie Montgomery re: playgrounds	Mayor McLaughlin to respond
130	May 5, 2020	R5: Elise Roberts-Senior re: 262 Bus Service Cancellation	Mayor McLaughlin to respond
131	May 5, 2020	R6: Ehsan Monfared re: cell tower	Mayor McLaughlin to respond
132	May 5, 2020	R7: Mandy Clark re: cell tower	Mayor McLaughlin to respond
133	May 5, 2020	R1: Rose Dudley re cell tower	Mayor McLaughlin to respond
134	May 5 2020	R2: Nathan Davidowicz re bus service	Mayor McLaughlin to respond
135	May 5, 2020	R3: Tamara Leger re cell tower	Mayor McLaughlin to respond
136	May 5, 2020	R4: Coridon Henshaw re translink	Mayor McLaughlin to respond
137	May 5, 2020	R5: LBSAR re cell coverage	Mayor McLaughlin to respond
138	May 5, 2020	R6: Karl Buhr re cell tower	Mayor McLaughlin to respond
139	May 5, 2020	R7 Brenda Broughton re cell tower	Mayor McLaughlin to respond

7. Reports

A. Staff

- i. CAO – Request for Decision: Parking and Bylaw Enforcement (Page 21)

Staff Recommendation:

THAT Council provide direction on the options at page 2 of the “Parking and Bylaw Enforcement” report to Council that was presented at the May 19, 2020 regular Council meeting.

- ii. PWM – Information Report: Timbertop Road and Panorama Place Parking Changes (Page 39)

Staff Recommendation:

THAT the Information Report, presented at the May 19, 2020 regular Council meeting, “Timbertop Road and Panorama Place Parking Changes” be received for information purposes.

iii. CAO – Request for Decision – Food Truck Services Program: Spring-Fall 2020 (Page 49)

Staff Recommendation:

- (1) THAT staff work with community volunteers to coordinate qualified Food Truck services for the Village of Lions Bay, as availability and demand dictates, at appropriate locations within Lions Bay, in accordance with the Invitation to Provide Food Truck Services: Spring-Fall 2020; and
- (2) THAT the CAO be authorized to execute the Food Truck Services Agreement on behalf of the Municipality with any qualified food truck vendor selected by the coordinating community volunteers for any dates between May 19 and October 31, 2020.

iv. DEPC – Request for Decision: ESS Service Agreement with Red Cross (Page 55)

Staff Recommendation:

- (1) THAT staff proceed with entering into a service agreement with the Red Cross to manage Emergency Support Services in the Village of Lions Bay; and
- (2) THAT the Mayor and Corporate Officer be authorized to enter into an agreement in substantial compliance with the materials set out in and attached to this report.

v. DEPC – Request for Decision: CWPP Response from Contractors (Page 93)

Staff Recommendation:

- (1) THAT Council provide direction to Staff as to which contractor to employ to complete a suitable Community Wildfire Protection Plan for Lions Bay; and
- (2) THAT the Mayor and Corporate Officer be authorized to execute an agreement accordingly.

vi. DEPC – Information Report: Evacuation Planning (Page 101)

Staff Recommendation:

THAT the Information Report “Evacuation Planning” be received.

vii. Request for Decision – Application for Parking of Extraordinary Permit
 (Page 103)

Staff Recommendation:

THAT Council approves the May 14, 2020 Application for Parking of Extraordinary Vehicle with the following provisions:

1. Parking location of the trailer shall be across from 380 Bayview Place, per the designation of the Manager of Public Works.

B. Mayor

i. Communications policy

C. Council

D. Committees

E. Emergency Services

i. RCMP Monthly Report (Page 123)

8. Resolutions

9. Correspondence

A. List of Correspondence to May 15, 2020 (Page 125)

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

10. New Business

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

12. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

- A. Curly Stewart Memorial Trust Fund Applications
- B. 35 Kelvin Grove Way Listing Agreement

THAT the Council considers that disclosure of Item 13B in open meeting could reasonably be expected to harm the interests of the municipality; and

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);

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;

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):

13. Reporting Out from Closed Portion of Meeting

14. Adjournment

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**REGULAR MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, MAY 5, 2020 at 7:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY
AND ELECTRONICALLY VIA ZOOM**

MINUTES

In Attendance:

Council: Mayor Ron McLaughlin
Councillor Neville Abbott (via video conference)
Councillor Fred Bain (via video conference)
Councillor Norm Barmeier (via video conference)
Councillor Jaime Cunliffe (via video conference)

Staff: Chief Administrative Officer Peter DeJong (via video conference)
Chief Financial Officer Pamela Rooke
Public Works Manager Nai Jaffer (via video conference)
Municipal Coordinator Karla Duarte (Recorder)

Delegations: 2 (via video conference)

Public: 7 (4 via video conference)

1. Call to Order

Mayor McLaughlin called the meeting to order at 7:09 p.m.

2. Adoption of Agenda

Moved/Seconded

THAT

- (1) The agenda be varied to consider item 4A after item 2;
- (2) THAT item 8Avii – Trees at Lions Bay Beach Park and Wade Park, be added
- (3) Item Mayor's Update on MP and MLA update regarding TransLink, be added
- (4) Item 11B on table correspondence, be added
- (5) Item 13A Public Participation be added
- (6) Item 13B Public Participation be added
- (7) The agenda be varied to consider Item 13A after item 8Aiii
- (8) Item 14E – 35 Kelvin Grove Way be added
- (9) the agenda be adopted, as amended.

CARRIED

The agenda was varied to consider Item 4A

Audio 00:2:59

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

A. Delegation: Bill Cox, Partner and Paul Fripp, BDO Canada

Presentation of Village of Lions Bay 2019 Final Audit Report to Mayor and Council

Moved/Seconded

THAT the time limit for delegations be waived.

CARRIED

Bill Cox presented highlights on the contents of the financial statements.

CFO Rooke responded to questions regarding the income statements.

Paul Fripp presented on the audit process and highlights on key audit areas and findings in those areas.

MOVED/SECONDED

THAT the report “Village of Lions Bay 2019 Final Audit Report” be received for information purposes.

CARRIED

Audio 40:35

5. Review & Approval of Minutes of Prior Meetings

A. Regular Council Meeting – April 21, 2020

MOVED/SECONDED

THAT the Regular Council Meeting Minutes of April 21, 2020 be approved, as circulated.

CARRIED

6. Business Arising from the Minutes

Councillor Abbott requested that the options around electronic building permit submissions be added to the unfinished business section of the May 19, 2020 regular Council meeting agenda.

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.	Mayor McLaughlin -

		Speeding on Sea to Sky – Mayor McLaughlin following up with Squamish Mayor & RCMP.	ongoing
125	April 21, 2020	R4: Brenda Broughton re: taxation – Mayor McLaughlin to respond	Completed
126	April 21, 2020	Report from Council attendees at the Howe Sound Community Forum	Completed

Councillor Bain reported on his attendance at the Howe Sound Community Forum, noting the community's infrastructure planning and the Electric Vehicle Charging project.

Audio 44:31

8. Reports

A. Staff

i. CFO: Approval of 2019 Financial Statements (Page 63)

MOVED/SECONDED

THAT the Village of Lions Bay's 2019 Audited Financial Statements, as presented to Council on May 5, 2020, be approved pursuant to the *Community Charter section 167(1)*; AND THAT the 2019 Audited Financial Statements be included in the 2019 Annual Report pursuant to the *Community Charter section 98*.

CARRIED

ii. CAO: Parking and Bylaw Enforcement Report – verbal update

CAO Dejong provided a verbal update on parking and bylaw enforcement in the Village noting:

- Remain on lockdown in parks and parking
- Permit parking only
- Addressing parking issues as they arise
- Two new Bylaw Enforcement Officers (BEO)
- Resignation of one BEO
- Staff on for the weekend
- Maintaining RCMP contact on a variety of different matters
- Responded to questions regarding BEO scheduling and noted that there may be opportunities to provide bylaw enforcement on weekdays, depending on hours allotted and BEO availability.

The agenda was varied to consider item 3

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

MOVED/SECONDED

THAT Council approves more than 10 minutes for public participation.

CARRIED

1. Tamara Leger

Tamara Leger spoke regarding her concerns about the cell tower noting that she moved to Lions Bay because of the safe, community vibe. She noted the three Official Community Plan (OCP) processes that addresses the safety, security and tranquility of Lions Bay and opined that the cell tower violates the OCP and Bylaws 408 and 520. She noted that there is minimal financial return with the installation of a cell tower and urged Council to vote no.

2. Charlie Bradbury

Charlie Bradbury presented a petition against the cell tower and noted that 111 residents had signed the petition. She noted her concerns regarding perception of lack of public input, research, 5G, use of millimeter waves, topographical hazard risks, and the lack of provision of a visual representation of a cell tower on the Village's panorama. She expressed her concern regarding revenue and effect on property values. She noted that texts do not require better service.

3. Ruth Simons

Ruth Simons spoke regarding her concern about the report noting that she is not satisfied with the details in the report with respect to guarantee of cell phone providers, noting no evidence of the major telcos' business plans to lease space in Lions Bay. She also noted her concerns re the height of the tower and environmental impacts.

4. Brenda Broughton

Brenda Broughton spoke against the cell tower noting that she believes it is contrary to the OCP and urged Council to vote no. She noted her concerns on safety of the people in Lions Bay, impacts on geography and landscape and radioactive material.

5. Goli Massah

Goli Massah spoke in opposition of the cell tower. She also spoke in regard to tree application #102 – 3 Brunswick Beach noting that the trees should either be taken out completely or leave them as they are.

The agenda was varied to consider item 4B

4B. Delegation: Darren Hird, SBA Canada Inc. and Tanya Elchuck, Synergy Land Services Ltd.

Presentation re. Cell Tower Application

Moved/Seconded

THAT the time limit for delegations be waived.

CARRIED

Darren Hird, SBA Canada presented on the cell tower noting:

- Goal is to improve poor cell service for first responders, businesses and residents
- Public consultation started October 2019 and went beyond Canada Guidelines and was done as transparent as possible
- Poor cell service is like a pothole in municipal road – gets worse the longer you leave it
- Current main services come from Bowen Island site – only so much capacity
- Service will contribute to degrade year after year as usage and number of devices used also increases
- Demand and usage continue to increase, Bowen Island will be strained
- To improve service requires new infrastructure
- Topography challenging – best frequency for such areas are lower bands around 600 MHz – higher frequencies associated with 5G not effective in Lions Bay
- SBA paying for construction of tower – appealing to community
- RFP process chosen by Lions Bay is most responsible path
- Reliable service in Lions Bay was critical and is now more critical for businesses and first responders

Tanya Elchuk, Synergy Land Services Ltd. presented on:

- Summarized public consultation process – report that was submitted
- Synergy land services conducted process on behalf of SBA with direction from Village
- Community engagement included: circulation of 550-600 information packages that were hand delivered to community, in mailboxes, posters were put on four community notice boards, two newspaper ads – one in Peak and one North Shore News and consecutive notices in Village Update, open house was held.
- Results of consultation: 23 people attended open house,
- 31 participant feedback in writing. Comments collected included 18 in favour cell tower, 12 against, 1 neutral question. Concerns included visual, health safety and location.
- Requirements to engage with community were in accordance with Industry Canada timelines and far exceeded minimum requirements.
- Thank you to participants

The agenda was varied to consider item 8Aiii

- iii. CAO: Cell Tower License Agreement and Public Consultation Process

CAO DeJong presented his report on the Cell Tower Agreement and Public Consultation Process noting some highlights that include:

- Commenced in 2017 at the request of the Infrastructure Committee to address reception in Lions Bay and to maintain infrastructure in Lions Bay
- October 1st meeting: Council approved agreement in principal, subject to consultation process – extensive compared to minimum requirements from Industry Canada
- Robust public consultation process and the steps taken is addressed in the report with the agreement always being presented in good faith
- Commitment of lease space from companies: competitive industry, still interest at this point
- Signal strength and location not going to be an issue – born out of process that would ensue if Council approve the project
- Lions Bay service – not going to be correctable unless Village proceeds with new infrastructure; coverage improvement required at fire hall and at school field for helicopter landings for Search and Rescue
- Amount of compensation is in line with other jurisdictions
- Impacts on the landscape not going to be visible from too many locations
- New infrastructure can enhance items addressed in the Official Community Plan, such as watershed stewardship, improvements to data collection for hydrology study, connectivity improvements
- Health implications – committed to health and safety of all residents: important to recognize that cell tower antenna itself is something separate than all other wireless devices in homes. Use of wireless devices emitting RF signals are personal choices

Mayor McLaughlin provided his statement in favour of the cell tower noting that Benefits outweigh the negative effects

Councillor Cunliffe noted her reasons for opposing the cell tower:

- Original intent from Infrastructure Committee was for hydrology project
- 60 metres that will forever change landscape – no guarantee that cell coverage will be supported or enhanced
- Incongruent with mission statement: splendour and serenity
- Good show of faith would have been to have a written agreement with a provider

Councillor Barmeier noted his reasons for opposing the cell tower:

- Infrastructure Committee did not envision tower of that magnitude – digression from start to end
- Little public consultation on location
- Did not come across anyone supporting it
- Residents correspondence – mostly not in support
- Main concerns – OCP alignment
- Does not see record of public participation early on: gap too wide

Councillor Bain noted his support for the cell tower:

- Intent of Infrastructure Committee recommendation was for improvements in control of water treatment facilities; UBC hydrology study – two key functions that are important
- Infrastructure required to improve safety and quick response to do with treatment plants – still supports recommendation
- Health and safety concerns already factored in and putting cell tower not going to cause harm to citizens
- Fears unfounded – in favour of moving ahead

Councillor Abbott noted his opposition:

- Where it started not where it ended
- Issues with consultation process: did not meet the IAP2 criteria for public consultation
- Location/aesthetics
- Health issues – resident concerns and reaction to concerns

MOVED/SECONDED

- (1) THAT Council confirm the public consultation process for the SBA Canada cell tower proposal was carried out in accordance with the process approved by Council at the October 1, 2019 Council meeting;
- (2) THAT the Telecommunications Tower Option and License Agreement be approved as amended to provide for the addition of subsection 6.3(a), effective as of the 5th day of May, 2020;
- (3) THAT the Mayor and Corporate Officer be authorized to execute the said Telecommunications Tower Option and License Agreement, as amended;
- (4) THAT the Chief Administrative Officer (CAO) be authorized to execute the draft Letter of Concurrence for SBA Canada to forward to Innovation, Science and Economic Development (ISED) Canada; and

- (5) THAT the CAO be authorized to proceed with all associated steps required to give effect to the foregoing resolutions.

**OPPOSED: CLRS. ABBOTT, BARMEIER AND CUNLIFFE
 MOTION FAILED**

The agenda was varied to consider item 13A

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

- a. Brenda Broughton
 Brenda Broughton thanked Council
- b. Tamara Leger
 Tamara Leger thanked Council

CAO DeJong thanked the delegation from SBA Canada Ltd. and Synergy Land Services for attending the meeting and for their extensive work on the application.

Audio 2:26:00

The agenda was varied to add item 8Aiv.

- iv. Trees at Lions Bay Beach Park
 PMW Jaffer provided a verbal update regarding an identified dead Pacific Dogwood tree at Lions Bay Beach park and noted that staff are planning to have tree removed along with three deciduous maple trees at the locations of the pending 3PRV project. As well, several evergreen trees at the northern edge of Wade Park that are exhibit signs of large leaders, which may break off, and staff have also flagged these trees for removal. PMW Jaffer noted that he has consulted with the Committee on Trees, Views and Landscapes and will be seeking quotes for the work.

Mayor McLaughlin requested that the information be published in the Village Update.

Councillor Abbott provided an update regarding songbird nesting season requirements from his conversation with an environmental company and Wildlife Conservation Service of Canada. He noted that traditional biologists are the most appropriate for determining whether there are songbirds nesting in a tree. He also noted the federal regulations about tree cutting during the nesting season and requested that staff follow those regulations. He noted that the regulations are somewhat relaxed on a single tree on private property.

B. Mayor

i. TransLink update

Mayor McLaughlin provided an update regarding TransLink and responded to questions about bus service to Lions Bay. He noted that a staff proposal for minimal service to meet critical needs was put forward but did not get any leverage. He noted that the volunteer network has been contacted to assist those in need and the core of the problem is funding and all systems are facing challenges.

Council urged that advocacy continue for local bus service.

C. Council

None

D. Committees

i. Trees, Views and Landscapes Committee – Tree Application #102 – 3 Brunswick Beach Road

CAO DeJong provided an update on tree application #102 – 3 Brunswick Beach Road and clarified his comments to the Tree Committee.

Moved/Seconded

THAT Council approves Tree Application #102 (3 Brunswick Beach Road) with the following provisions:

- a) Trees #12 & #19 – be topped at least 1m above the original cut line and remove any dead limbs
- b) Tree #13 – remove completely
- c) Tree #17 – some limbing is required up to the horizontal trim line on the marked photo
- d) Tree #14 – be topped at least 1m above the original cut line and remove any dead limbs
- e) When the climber/faller, has climbed the tree, they report any concerns regarding the health of the tree
- f) All five trees may be limbed up to the horizontal trim line on the marked photo
- g) The applicant must clean up and remove all associated debris for any and all of the above work.
- h) Although not part of the application, Jane Moloughney agreed that, after the nesting season, she would top the tree that is growing through her deck and remove any dead limbs

**OPPOSED: Councillor Abbott
 CARRIED**

Audio 2:52:50

E. Emergency Services

- i. Surrey Regional Fire Dispatch Monthly Report – Lions Bay Fire Rescue
MOVED/SECONDED
THAT Council receive the Surrey Regional Dispatch Monthly Report.

CARRIED

Moved/Seconded

THAT Council extends the May 5, 2020 regular Council meeting to 11pm

CARRIED

3. Resolutions

None

4. Bylaws

- A. 2020-2024 Five Year Financial Plan Bylaw No. 574, 2020
Moved/Seconded
THAT the 2020-2024 Five Year Financial Plan Bylaw No. 574, 2020 be adopted.

CARRIED

- B. Tax Rates Bylaw 578, 2020
Moved/Seconded
THAT Tax Rates Bylaw No. 578, 2020 be adopted.

CARRIED

Audio 2:55:15

5. Correspondence

- A. List of Correspondence to May 1, 2020

Moved/Seconded

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

General Correspondence

G1: Patrick Weiler re: COVID-19 Update – received

G2: E-Comm 911 re: E-Comm Annual General Meeting Deferral - received

G3: District of Lake Country re: Interest on Deferred Payments - received

G4: Metro Vancouver re: Cancellation of Council of Councils meeting - received

G5: Tracey Saxby, My Sea to Sky re: Woodfibre LNG's request to extend their EA certificate – requires response by May 19th – Council to discuss at May 19th meeting

G6: City of North Vancouver re: Property Tax Deferment - received

Resident Correspondence:

R1: Jim Cave re: Update on the state of 90 Seaview Place - received

R2: Penny Nelson re: evacuation plan for the Village – received

CAO DeJong noted that the evacuation plan was included in the 2015 update and adopted as part of emergency plan. It needs additional updating and fleshing out

R3: Pauline Brider re: translink - received

R4: Emilie Montgomery re: playgrounds – Mayor McLaughlin to respond

R5: Elise Roberts-Senior re: 262 Bus Service Cancellation – Mayor McLaughlin to respond

R6: Ehsan Monfared re: cell tower – Mayor McLaughlin to respond

R7: Mandy Clark re: cell tower – Mayor McLaughlin to respond

B. On table Correspondence to May 5, 2020

Resident Correspondence:

R1: Rose Dudley re cell tower – Mayor McLaughlin to respond

R2: Nathan Davidowicz re bus service - Mayor McLaughlin to respond

R3: Tamara Leger re cell tower - Mayor McLaughlin to respond

R4: Coridon Henshaw re translink - Mayor McLaughlin to respond

R5: LBSAR re cell coverage - Mayor McLaughlin to respond

R6: Karl Buhr re cell tower - Mayor McLaughlin to respond

R7 Brenda Broughton re cell tower - Mayor McLaughlin to respond

R8 Norma Rogers re parking closures - received

6. New Business

None

The agenda was varied to add item 13B

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

a. Goli Massah

Goli Massah spoke in regards to tree application #102 at 3 Brunswick Beach noting that trimming and topping not the best option

7. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

A. Utility Rates in respect of a particular property

B. Negotiations in respect of a proposed service

Moved/Seconded

THAT the Council considers negotiations and related preliminary discussions respecting the provision of a proposed service may harm the interests of the Municipality if held in public.

CARRIED

C. Confidential extra-jurisdictional information

D. Legal advice

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:

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

(j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the *Freedom of Information and Protection of Privacy Act*;

(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;

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

The meeting was closed to the public at 10:15 p.m.

The meeting was re-opened to the public at 11:21pm

8. Reporting Out from Closed Portion of Meeting

Mayor McLaughlin reported out on:

- Mayor McLaughlin to respond to a property owner regarding Council’s decision on utility rates
- Resolution passed during the closed meeting:

MOVED/SECONDED

- (1) THAT the Public Works Mutual Aid Agreement between the Village of Lions Bay and the District of West Vancouver, dated for reference April 27, 2020 (the “Agreement”), be approved;
- (2) THAT the services covered in the Agreement may be provided in an area outside the Municipality in accordance with section 13 of the Community Charter; and
- (3) THAT consent be given to West Vancouver to provide services covered in the agreement within the Village of Lions Bay;
- (4) THAT the Mayor and Corporate Officer be authorized to execute the Agreement.

CARRIED

Adjournment

Moved/Seconded
THAT the meeting be adjourned.

CARRIED

The meeting was adjourned at 11:22 p.m.

Mayor

Corporate Officer

Date Approved by Council:	
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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Parking and Bylaw Enforcement		
Author	Peter DeJong	Reviewed By:	
Date	May 15, 2020	Version	
Issued for	May 19, 2020 Council Meeting		

Recommendation:

THAT Council provide direction on the options at page 2 of the “Parking and Bylaw Enforcement” report to Council that was presented at the May 19, 2020 regular Council meeting.

Attachments:

- (1) Copy of Schedule A to Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended;
- (2) Copy of Towing Policy No. 1602, 2016, as amended.

Key Information:

Staff provided information pieces in the last two Village Updates that cover this topic. Recent resident correspondence appears to be questioning the severity of the penalties applicable as attached to this report, and the application of our towing policy, also attached. The penalties were set for the most part in line with those of neighbouring jurisdictions. If Council wishes to increase them, then either:

- a. staff will need time to prepare a comparison of current rates across the North Shore and up the corridor; or
- b. Council can increase them regardless of comparable rates, in order to send a message to visitors during the pandemic.

Similar considerations apply to the Towing Policy, although it does actually provide for more aggressive towing if that is the direction of Council. In the past, it has been somewhat tempered as a “means of last resort” as far as parking enforcement is concerned. Bylaw Enforcement Staff have been instructed already to begin towing wherever vehicles are too close to fire hydrants or stop signs.



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It should also be noted that staff have requested MoTI permission to sign the Kelvin Grove highway berm with “No Parking” signage as we don’t have the jurisdiction to do that ourselves. We could then tow from that location too. This is the same process as we followed at the Brunswick exchange. It should be emphasized, however, that this will result in even more traffic being pushed up Kelvin Grove Way, which has never really been a significant problem before our closure of the Kelvin Grove parking lot.

Options:

- (1) Increase:
 - a. Penalties; and/or
 - b. Towing.

- (2) Consider opening the parking lots at:
 - a. Lions Bay Beach Park; and/or
 - b. Kelvin Grove Beach Park; and/or
 - c. Sunset Trailhead.

- (3) Do nothing and stick with the current program for now.

Preferred Option:

- (1) Request staff to do a cursory review of comparable penalties but gear recommendations more toward deterrence regardless. Increase towing intensity under the existing towing policy, as we have already commenced doing, with an emphasis on safety and level of egregiousness.

- (2) Keep the Kelvin Grove Beach Park parking lot closed to support the park closure and construction zone at the WWTP project, but begin planning for re-opening of parking lots at LBBP (in conjunction with eventual opening of LBBP) and Sunset Trailhead, since the Lions Trail is going to remain open and more people will begin to use it as Provincial restrictions to recreate close to home are lifted, so it’s arguably better to accommodate as much of it at the parking lot. Meters would be implemented at both these locations if plans progress to provide for an opening of these lots.



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Financial Considerations: Meters at these two locations can provide 75% of expected parking revenue.

Legal Considerations: We cannot prohibit anyone from using the Lions Trail, or other trails in and around Lions Bay. Parking is our means to “regulate” traffic and needs to be cognizant of changes in the public landscape in respect of COVID 19 restrictions being eased.

Follow Up Action and Communication: Per Council direction.

Schedule 'A' to Bylaw No. 385

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

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
393	3.4.9	Failure to provide insurance certificate prior to commencement of work	\$475	\$450	\$500	YES
393	3.5	Tree damaging activities	\$475	\$450	\$500	YES
393	Schedules A and B	Failure to replant in accordance with approved plan and permit	\$400	\$350	\$450	YES
GOOD NEIGHBOR BYLAW NO. 412, 2009						
412	5.1.1	Create or cause a nuisance	\$200	\$185	\$215	YES
412	5.1.2	Permit a nuisance	\$200	\$185	\$215	YES
412	5.1.3	Allow unsightly parcel	\$200	\$185	\$215	YES
412	5.1.4 (a)	Allow an unsightly accumulation	\$200	\$185	\$215	YES
412	5.1.4 (b)	Permit or cause water to collect	\$200	\$185	\$215	YES
412	5.1.4 (c)	Store rubbish where visible	\$200	\$185	\$215	YES
412	5.1.4 (d)	Place graffiti	\$100	\$90	\$110	YES
412	5.1.4 (g)	Accumulate building materials	\$100	\$90	\$110	YES
412	5.1.4 (h)	Storage or accumulation of motor vehicle	\$100	\$90	\$110	YES
412	5.2.1	Fail to abate nuisance	\$100	\$90	\$110	YES
412	5.2.2 (a)	Fail to remove unsightly accumulation	\$100	\$90	\$110	YES
412	5.2.2 (b)	Fail to prevent or clear insect infestation	\$100	\$90	\$110	YES
412	5.2.2 (d)	Fail to clear parcel of brush, noxious weeds and grass	\$100	\$90	\$110	YES
412	5.2.2 (e)	Fail to shield or deflect outdoor light	\$100	\$90	\$110	YES
412	5.2.2 (f)	Fail to repair or remove fence	\$200	\$185	\$215	YES
412	7.3.2	Interfere with, resist or obstruct authorized person	\$500	\$475	\$500	NO
TRAFFIC AND PARKING BYLAW NO. 413, 2009						
413	8 (1)	Fail to obey traffic control device	\$100	\$90	\$110	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
413	8 (2)	Interfere with traffic control device	\$300	\$200	\$400	NO
413	8 (3)	Plant interferes with traffic control device	\$45	\$35	\$55	YES
413	8 (4)	Illegal traffic control device	\$45	\$35	\$55	YES
413	10 (a)	Park in contravention of a traffic control device	\$65	\$50	\$80	NO
413	10 (b)	Fail to display insurance decal	\$45	\$35	\$55	NO
413	10 (c)	Park on or too near crosswalk	\$45	\$35	\$55	NO
413	10 (d)	Park near traffic control device	\$45	\$35	\$55	NO
413	10 (e)	Park on bridge	\$45	\$35	\$55	NO
413	10 (f)	Park near fire hydrant/equipment	\$80	\$70	\$90	NO
413	10 (g)	Park to obstruct or interfere with traffic/maintenance	\$80	\$70	\$90	NO
413	10 (h)	Park without permit for zone	\$65	\$50	\$80	YES
413	10 (i)	Park too near driveway	\$45	\$35	\$55	NO
413	10 (j)	Park more than 72 hours	\$55	\$40	\$70	NO
413	10 (k)	Park more than 24 hours in snow	\$45	\$35	\$55	NO
413	10 (l)	Park in intersection	\$45	\$35	\$55	NO
413	11 (1)	Park extraordinary vehicle overnight	\$100	\$90	\$110	YES
413	11 (2)	Unattached trailer	\$100	\$90	\$110	YES
413	12	Park near school	\$45	\$35	\$55	NO
413	16	Fail to comply with direction of enforcement officer	\$100	\$90	\$110	NO
413	17	Hinder, obstruct or delay enforcement officer	\$100	\$90	\$110	NO
413	19	Operate sound broadcasting vehicle	\$45	\$35	\$55	NO
413	20	Drive over fire hose	\$80	\$70	\$90	NO
413	21 (a)	Drop or spill on highway	\$45	\$35	\$55	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
413	21 (b)	Noxious flow on highway	\$45	\$35	\$55	NO
413	21 (c)	Damage plants/grass on highway	\$100	\$90	\$110	NO
413	21 (d)	Damage or deface highway	\$100	\$90	\$110	NO
413	21 (e)	Dead animal on highway	\$45	\$35	\$55	NO
413	21 (f)	Camp on highway	\$45	\$35	\$55	NO
413	21 (g)	Make fire on highway	\$100	\$90	\$110	NO
413	21 (h)	Unsecure load	\$100	\$90	\$110	NO
413	21 (i)	Urinate/defecate on highway	\$100	\$90	\$110	NO
413	21 (j)	Overweight vehicle on highway	\$100	\$90	\$110	NO
413	21 (k)	Operate vehicle with lugged wheels	\$100	\$90	\$110	NO
413	21 (l)	Camp, loiter, imbibe alcohol in parking lot	\$100	\$90	\$110	No
413	24	Sell/display goods/services on highway	\$100	\$90	\$110	YES
413	25	Chattel/structure on highway	\$100	\$90	\$110	YES
413	26	Dumpster on highway	\$100	\$90	\$110	YES
413	27	Accumulations on highway	\$100	\$90	\$110	YES
413	28	Unfenced excavation near highway	\$100	\$90	\$110	YES
413	29	Construction obstructing highway	\$100	\$90	\$110	YES
413	31	Fail to disperse on highway when directed	\$100	\$90	\$110	NO
413	32	Skate/blade/scoot without helmet	\$45	\$35	\$55	NO
ANTI-IDLING BYLAW NO. 416, 2010						
416	3	Unlawful idling	\$100	\$90	\$110	YES
FIRE BYLAW NO. 428, 2011						
428	27	Unauthorized entry to area limited for Fire Rescue purposes	\$100	\$80	\$120	NO
428	28	Hinder Fire Rescue operations	\$450	\$425	\$475	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
428	29	Damage or destroy Fire Rescue apparatus or equipment	\$450	\$425	\$475	NO
428	30	Drive vehicle over Fire Rescue equipment without permission	\$100	\$80	\$120	NO
428	31	Falsely represent to be Fire Rescue member	\$100	\$80	\$120	NO
428	32	Obstruct/interfere with approach to Fire Rescue incident	\$200	\$180	\$220	NO
428	33	Interfere with fire hydrant	\$450	\$425	\$475	NO
428	34	Fail to maintain clearance around fire hydrant	\$50	\$40	\$60	YES
428	35	Fail to address fire hazard when ordered	\$450	\$425	\$475	YES
428	36	Construct fire pit or fire ring	\$100	\$80	\$120	YES
428	37	Burn wood outside a building	\$100	\$80	\$120	NO
428	38	Open burning	\$100	\$80	\$120	NO
428	39	Drop burning substance into or near combustible material	\$100	\$80	\$120	NO
428	40	Burn or use combustion device outside when banned	\$100	\$80	\$120	YES
428	41	Burn unauthorized material inside or outside a building	\$100	\$80	\$120	NO
428	42	Use water contrary to designated purpose, hours or methods	\$100	\$80	\$120	NO
428	44	Fail to install sprinklers in new residence	\$450	\$425	\$475	YES
428	45	Fail to install sprinklers during alteration to residence	\$450	\$425	\$475	YES
428	46	Fail to install fire extinguisher	\$100	\$80	\$120	YES
428	47	Fail to install smoke alarms	\$100	\$80	\$120	YES
428	48	Use fireworks when under age 18	\$50	\$40	\$60	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
428	49	Use unauthorized Consumer Fireworks	\$100	\$80	\$120	NO
428	50	Use High Hazard Fireworks	\$200	\$180	\$220	NO
428	52	Fail to comply with order to address violations, requiring re-inspection	\$450	\$425	\$475	YES
PESTICIDES BYLAW NO. 430, 2011						
430	3	Use of pesticide for cosmetic purposes	\$250	\$225	\$275	NO
430	4	Use of non-permitted pesticide	\$250	\$225	\$275	NO
PARKS REGULATIONS BYLAW NO. 448, 2012						
448	5.1	Damage park	\$500	\$475	\$500	YES
448	5.2	Molest animals or birds	\$100	\$90	\$100	NO
448	5.3	Contaminate water in park	\$500	\$465	\$500	NO
448	5.4	Release water in park	\$500	\$465	\$500	NO
448	5.5	Improper climbing on structure	\$100	\$90	\$110	NO
448	5.6	Litter in park	\$100	\$90	\$110	NO
448	5.7	Unlawful waste in park receptacle	\$100	\$90	\$110	NO
448	6.1	Fireworks in park	\$250	\$230	\$270	NO
448	6.2	Make fire in park	\$100	\$90	\$110	NO
448	6.3	Improper barbecue in park	\$100	\$90	\$110	NO
448	6.5	Place burning substance in park	\$250	\$230	\$270	NO
448	6.6	Enter park at fire risk	\$250	\$230	\$270	NO
448	7.1	Sell/display goods/services in park	\$100	\$90	\$110	YES
448	7.2	Advertise in park	\$100	\$90	\$110	YES
448	7.3	Amplified noise in park	\$100	\$90	\$110	NO
448	8.1	Organized activity in park with no contract	\$100	\$90	\$110	NO
448	9.1	Operate motorized watercraft near beach	\$250	\$230	\$270	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
448	9.2	Motorized vehicle or device in park	\$250	\$230	\$270	NO
448	9.3	Unauthorized entry to closed park	\$250	\$200	\$300	NO
448	10.1	In park outside open hours	\$250	\$200	\$300	NO
448	10.3	Enter or remain in closed or restricted park	\$450	\$400	\$500	NO
448	11.1	Create a nuisance in park	\$250	\$200	\$300	NO
448	11.2	Obstruct use and enjoyment of park	\$250	\$200	\$300	NO
448	11.3	Fail to comply with direction of enforcement officer	\$250	\$200	\$300	NO
448	11.4	Obstruct or delay enforcement officer	\$250	\$200	\$300	NO
448	11.5	Urinate/defecate in park	\$250	\$200	\$300	NO
448	12.1	Store watercraft on beach	\$100	\$90	\$100	YES
448	12.2	Camp in park	\$250	\$200	\$300	NO
448	12.3	Prohibited sport in park	\$100	\$90	\$110	NO
WASTE COLLECTION BYLAW NO. 455, 2013						
455	5	Excess garbage	\$60	\$50	\$70	NO
455	6	Fail to securely house wildlife attractants	\$300	\$280	\$320	YES
455	6	Garbage receptacle encroaching on street	\$60	\$50	\$70	NO
455	10	Solid waste out before 5 AM	\$60	\$50	\$70	NO
455	11	Placing for collection inappropriate substance	\$60	\$50	\$70	NO
455	18	Storage not wildlife resistant, single family residential	\$60	\$50	\$70	NO
455	19	Storage not wildlife resistant, multi-family and commercial	\$60	\$50	\$70	NO
455	21	Fail to repair wildlife resistant containment	\$60	\$50	\$70	NO
455	22 (a)	Feeding dangerous wildlife	\$300	\$280	\$320	NO
455	22 (a)(b)	Storing edible wildlife attractants	\$300	\$280	\$320	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
455	22 (c)	Bee hives accessible to wildlife	\$60	\$50	\$70	NO
455	22 (d)	Outdoor fridge or freezer accessible to wildlife	\$60	\$50	\$70	NO
455	22 (e)	Meat waste in compost	\$60	\$50	\$70	NO
ANIMAL CONTROL & LICENSING BYLAW NO. 461, 2014						
461	5.1	No dog license	\$85	\$75	\$95	YES
461	5.5	No dog tag	\$40	\$30	\$50	YES
461	6.3	Fail to remove dog waste	\$60	\$50	\$70	NO
461	6.6.1	Dog at large	\$85	\$75	\$95	NO
461	6.6.5	Allow dog barking	\$85	\$75	\$95	NO
461	6.6.6	Keep more than three dogs	\$110	\$100	\$120	YES
461	6.7.1	Dog in prohibited area	\$60	\$50	\$70	NO
461	7.1(a)	Fail to provide food or water	\$60	\$50	\$70	NO
461	7.1(c)	Fail to exercise dog	\$60	\$50	\$70	NO
461	7.1(e)	Fail to provide medical care for dog	\$60	\$50	\$70	NO
461	7.2	Fail to provide proper shelter for dog	\$60	\$50	\$70	NO
461	7.4	Choke collar/neck cord used to tether	\$60	\$50	\$70	NO
OUTDOOR WATER USE BYLAW NO. 484, 2015						
484	6.1	Fail to Follow Water Conservation Level 1	\$100	\$75	\$125	NO
484	6.1	Fail to Follow Water Conservation Level 2	\$150	\$125	\$175	NO
484	6.1	Fail to Follow Water Conservation Level 3	\$200	\$175	\$225	NO
ZONING AND DEVELOPMENT BYLAW NO. 520, 2017						
520	3.2	Non-compliance with bylaw	\$300	\$250	\$350	NO
520	4.3	Use prohibited in all zones	\$475	\$450	\$500	NO
520	4.3.7	Short-term rental without a Temporary Use Permit	\$475	\$450	\$500	NO
520	4.5	Accessory building, structure or use not permitted	\$400	\$350	\$450	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
520	4.10	Fence or retaining wall contrary to bylaw	\$300	\$250	\$350	NO
520	4.11	Visibility obstruction contrary to bylaw	\$250	\$200	\$300	NO
520	4.12	Home-based business contrary to conditions	\$300	\$250	\$350	YES
520	4.13-4.14	Off-street parking requirements not met	\$350	\$300	\$400	YES
520	4.15	Parking and storage of commercial or industrial vehicles, equipment, or materials contrary to bylaw	\$475	\$450	\$500	NO
520	4.16	Temporary structure without valid permit	\$250	\$200	\$300	NO
520	4.17	Metal shipping container contrary to permitted uses	\$250	\$200	\$300	NO
520	4.18	Solar energy device not installed per requirements of bylaw	\$150	\$100	\$200	NO
520	4.19	Building or structure contrary to flood protection provisions	\$450	\$400	\$500	YES
520	7.1-7.11	Use, siting, setback, height, size or density not permitted in RS-1 Zone	\$450	\$400	\$500	YES
520	8.1-8.6	Use, siting, setback, height, size or density not permitted in RM-1 Zone	\$450	\$400	\$500	YES
520	9.1-9.5	Use, siting, setback, height, size or density not permitted in C-1 Zone	\$450	\$400	\$500	YES
520	10.1-10.5	Use, siting, setback, height, size or density not permitted in C-2 Zone	\$450	\$400	\$500	YES
520	11.1-11.2	Use, siting, setback, height, size or density not permitted in C-3 Zone	\$450	\$400	\$500	YES

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

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



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	POLICY		Policy No	POL - 1602
Title	Village of Lions Bay Towing Policy			
Author	CAO	Reviewed By:		
Date	May 30, 2016		Version	3.1

Purpose

The purpose of this Policy is to provide guidance for Bylaw Enforcement Officers, other staff and the general public with respect to the towing of vehicles within the Village of Lions Bay (the “Municipality”) in accordance with Traffic and Parking Bylaw No. 413, 2009 (“Bylaw No. 413”).

Application

This Towing Policy applies to all persons and corporations in respect of vehicle parking in the Village of Lions Bay. Excluded from this Policy are those functions or areas which are outside the jurisdiction of the Municipality (eg: MOTI rights of way). All previous Municipal towing policies are hereby rescinded.

Policy

The Village of Lions Bay puts priority on protecting the safety of Village residents by strictly enforcing rules regarding parking in fire lanes and in front of fire hydrants, blocking ingress and egress to municipal or private property, and parking of vehicles on Municipal highways in heavy snow situations, which impedes plowing the highways. The following guidelines are provided with respect to enforcement through towing.

1. Towing throughout the Municipality may be requested by a Bylaw Enforcement Officer in the following circumstances:
 - (a) vehicle blocking a fire lane;
 - (b) vehicle stopped or parked on a bridge;



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- (c) vehicle without a disabled parking permit stopped or parked in a stall or area reserved for persons with disabilities;
 - (d) vehicle stopped or parked within 5 metres of a fire hydrant or standpipe;
 - (e) vehicle stopped or parked within 5 metres of the edge of a marked crosswalk;
 - (f) vehicle stopped or parked within 6 metres of a stop sign or an intersection;
 - (g) vehicle stopped or parked on any portion of highway in such a way as to interfere with or obstruct the normal flow of traffic or the maintenance of the highway (eg: vehicle on highway longer than 24 hours after the commencement of snowfall so as to obstruct snowplows);
 - (h) vehicle without a valid parking permit stopped or parked on a highway longer than 72 consecutive hours or contrary to signage requiring a permit, or parked in Lions Bay Beach Parking Lot, Kelvin Grove Beach Parking Lot, or Sunset Trailhead Parking Lot without having paid the requisite fee (during the seasonal period when meters are in place);
 - (i) vehicle without a valid insurance decal stopped or parked on highway or in beach parking lots longer than 72 hours.
2. Towing is to be performed only by a commercial towing service with whom the Municipality has entered into a contract.
 3. The contracted towing company will be responsible for placing appropriate signage around the Village in accordance with the directions of Public Works and/or Bylaw Enforcement staff, showing the company's contact phone number for any person whose vehicle has been towed.
 4. Prior to requesting a tow, a Bylaw Enforcement Officer must issue a Bylaw Notice (i.e. a ticket) and indicate on the Notice that a tow has been requested.



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5. Where, in the opinion of the Bylaw Enforcement Officer, there is inadequate or no signage from the towing company to inform a towee as to who has impounded their vehicle, then upon requesting a tow, the Bylaw Enforcement Officer shall contact the RCMP to advise of the tow request, the vehicle and licence particulars, and the phone number and address of the towing company's impoundment facility.
6. Towing requests shall be supported with clear evidence of the parking infraction, including photographs of the vehicle and the signage or other evidence (eg: measurement of distance from vehicle to fire hydrant).
7. Where circumstances are ambiguous, or there is a note on the vehicle indicating the driver is dealing with an emergency, the Bylaw Enforcement Officer should exercise his or her discretion to issue a warning notice rather than towing the vehicle.
8. Where a vehicle is parked in a resident parking only area with an out of date parking permit, the Bylaw Enforcement Officer:
 - (a) shall issue a warning on the first instance;
 - (b) may issue a Bylaw Notice (i.e. a ticket) on the second instance, provided the time period between the first and second instance is greater than 72 hours; and
 - (c) may tow the vehicle on the third instance, provided the time period between the second and third instance is greater than 72 hours.
9. There shall be no appeal process to the Municipality's administration or to Council with respect to towing costs. If a person believes they have been towed improperly, they may contest the Bylaw Notice (i.e. ticket) to the designated Screening Officer and if the ticket is upheld, to the Adjudicator under the Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended.
10. This Policy shall be posted to the Village of Lions Bay website.

Corporate Officer

Mayor or Delegate

Adopted by Council:

June 7, 2016



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Updated:	June 4, 2019
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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Information Report		
Title	Timbertop Road and Panorama Place Parking Changes		
Author	Naizam Jaffer	Reviewed By:	Peter DeJong
Date	May 14, 2020	Version	
Issued for	May 19, 2020 Regular Meeting of Council		

Recommendation:

THAT the Information Report, presented at the May 19, 2020 regular Council meeting, “Timbertop Road and Panorama Place Parking Changes” be received for information purposes.

Attachments:

None

Key Information:

Recent changes made to parking restrictions on two sections of roadway in Lions Bay have resulted in some resident unrest. These changes were made as a result of feedback from Lions Bay Fire Rescue and Waste Control Services, with corroboration from Public Works Employees. This information report is being provided to ensure Council is aware of the background and reasoning behind these parking changes.

With respect to the changes made to parking on Panorama Place, Council may recall a presentation by Bill Srigley and Stewart Nimmo, both of whom approached Council regarding their opposition to the signage changes made by Public Works to parking on Panorama Place. The changes were made as a result of issues experienced by Lions Bay Fire Rescue (LBFR) and Public Works crews who were, at times, unable to pass through a bottleneck created by vehicles haphazardly parking on both sides of this narrow roadway. The width of available road space between cars varies depending upon how close each car comes to the edge of pavement and the types of vehicles parking across from each other. At times, the ability to pass through is unhindered, while at other times the distance between parked cars prohibited access to the homes at the end of the cul-de-sac. This is demonstrated by the following two photos:



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In the photo to the left, you can see that though there is room for the snow plow to make it between the two parked pickup trucks, the driver had to slow to a crawl. Snow plows and salt spreaders require a vehicle to be moving at speeds over 25 km/hr in order to effectively clear a street of snow or ice and to spread salt at a width to cover the entire road. Often, an appropriate speed cannot be

reached because of the narrowness of the opening between cars when they are parked on both sides of the road. Regularly, plow operators have complained about having inches to spare on either side of the plow and having to drop their speed to navigate this bottleneck. In some instances, access is completely blocked and our equipment cannot make it through:





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In the photo above, though the edge of the plow is hard to see, you can make out the warning flags attached to the top of each plow edge. Though there was no accumulated snow on the roadway, temperatures were below zero and the roadway beyond these parked cars was slick and covered in ice. Since crews were unable to make it past this bottleneck to salt the road and cul-de-sac at the end of Panorama Place, the road remained in an icy state until later in the morning after one of the vehicles departed. This incident resulted in several resident complaints regarding the icy conditions at the southern end of Panorama Place.

In preparing a solution to both the LBFR and Public Works issues, staff consulted the Transportation Association of Canada (TAC) Geometric Design Guide for Canadian Roads (GDGCR). The GDGCR is a fundamental reference document for roadway design practitioners in Canada. This is one of many publications developed by TAC professional transportation engineers in consultation with municipalities and jurisdictions across Canada. This document is the principle source for planning, design, construction, management, operation, and maintenance of road, highway, and transportation infrastructure systems and services. The salient points in the GDGCR pertaining to road width are as follows:

- The minimum road width for a two-way residential road is 3.3 meters minimum *per direction*
- Narrower lanes equate to a higher incidence of traffic accidents and narrowing the distance of each lane to 2.75 meters can increase potential accident rates by 25%.
- Narrower lanes on rural roads impact pedestrian safety where road shoulders are non-existent.
- On local streets a parking lane width is generally 2.4 meters wide.
- Snow-clearing operations should also be considered in determining the dimensions of parking lanes and lane widths. Windrows of snow and ridges of snow and ice at the road edge reduce available widths of not only the driving lane, but also the parking lanes during winter months.

Panorama Road at the bottleneck in the January 17, 2020 photo above is 5.5 meters wide. Car widths vary depending upon the make, model, and type of vehicle but generally range from 1.6 meters to 2.0 meters wide for larger pickup trucks and mini-vans. Fire engines max out at 2.5 meters wide and the Public Works plows and the backhoe are 2.75 meters wide. As you can see, this roadway can only support one parking lane and one travelled lane.



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Based upon the information gathered and after looking at the available parking on the east side of Panorama Place, staff decided to prohibit parking on the west side of Panorama Place. We have had 2 residents advise us that they are in favour of this arrangement:

“The cars on both sides of the road are an issue throughout the year. Each house has a driveway and should have a garage so we'd love one side of the road to be no parking as every homeowner car should be on a driveway or garage and just be visitors cars on the road.”

And

“I am emailing to inform you that there is a resident contingent that wants no parking signs removed in the 200 block Panorama Place on the west side of the road. I want to let you know that my wife and I support the no parking between 212 and 222 Panorama for the reasons outlined below in a communication to [Redacted] who is heading up the request to remove the no parking signs. I believe 212 and 222 Panorama are most affected by parking in the area of concern along with the VOLB at times when there is only a narrow passage for emergency vehicles and snow plows when parking occurs on both sides of the street in front of 212 and 222 Panorama Place.”

The second area of contention is Timbertop Road. Historically, residents have taken to angle parking on the south spur of Timbertop towards the cul-de-sac:



Similar to Panorama Place, having vehicles angle park along this section of Timbertop Road, depending upon car lengths and how close they edge their vehicles into the bank, the remaining portion of roadway often does not permit the passage of LBFR engines, WCS vehicles, or Public Works plow trucks. Again, staff reviewed possibilities and determined that a substantial number of additional parking



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spaces could be created further down the roadway on Timbertop Drive. Approximately 90 meters of road shoulder was cleared, backfilled with structural material and then compacted. Upon completion of this work, staff installed parallel parking only signs on the southern spur of Timbertop where residents used to angle park.



Residents of the Timbertop area have argued that angle parking is still possible:

“the angle parking does so work for reasonably sized cars and for the first, at least, 4 spaces,”

“There are a few very simple and effective methods to make the angle parking work... a box with crossing marks to show the area to be kept clear (much like they use in front of fire halls). A simple effective idea. Any car blocking any part of the box (usually full size truck or those who have parked incorrectly are generally at fault here). A straight line would also work and would be cheap and effective.”

Policing the parking area is a conundrum since an incorrectly parked vehicle may be issued a ticket, but short of towing that vehicle, a blockage still remains. Towing the vehicle is possible and would entail Bylaw Enforcement Officer (BEO) or Public Works staff documenting the infraction via a photo, ticketing the vehicle, and then calling for a tow truck from Squamish or North Vancouver. In the meantime, there would still be a blockage of the roadway. Further to this, infractions that occur outside of regular working hours for Public Works or during the off season on weekends, nothing would happen, and the blockage would continue.

The only way for angle parking to be successful in this area is to widen the road such that the TAC GDGCR recommendations for road width could be accommodated. This exercise would require engineering design of a retaining wall that would be dug into the very steep slope on the east side of the road, effectively widening the area so as to permit vehicles to park on an angle and still allow enough room for emergency and Public Works plows to navigate safely by.



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As previously indicated, LBFR have had issues where access to the cul-de-sac at both locations was not possible. The road width at both locations do not support the resident behaviour that is occurring. In both cases, it has been alleged that the issues have arisen as a result of recent and ongoing construction at various properties on both streets. It should be noted that construction (renovations, landscaping works, roof repairs, etc) is a normal part of a community's existence and assuming that once construction is over that more won't be forthcoming. Over the last 4 years, Public Works has constantly fielded complaints regarding the lack of access along both these roadways and given the TAC GDGCR recommendations, we believe that the solutions implemented are the most cost effective and safe options.

Follow Up Action: Continue to monitor these and other challenging parking locations to ensure consistently safe access for emergency and other essential service vehicles.

Communication Plan: Continue to emphasize the need to comply with parking regulations that are intended to serve the best interests of all Lions Bay residents.

Loss of on-street parking on Panorama Place

Recently a NEW no parking sign was installed on the property line between 192 and 202 Panorama Place. This resulted in the loss of five on-street parking spaces for the residents.

Jim Dickinson (resident at 212 Panorama Place) inquired about the new sign and Naizam Jaffer (Public Works Manager Lions Bay) provided, via e-mail, the following comments:

“Section 10. (g) of the Traffic and Parking Bylaw, No.413.2009 states that “No person may stop or park a vehicle on any portion of a highway or public place in such as to interfere with or obstruct the normal flow of traffic””.

“The roadway is too narrow for vehicles to be parked on the low side of the street and we’ve received complaints over the last two years, in particular, **from Fire-Rescue staff**. The new sign ties into the sign at the cul-de-sac which has arrows pointing both directions”.

Stewart Nimmo of 202 Panorama Place and myself, Bill Srigley of 205 Panorama Place, went to a recent council meeting to express concerns regarding the new parking restrictions. At the meeting we stated that we have lived on Panorama Place for over 22 and 37 years respectively, with no parking problems. We feel the parking restriction rationale given in the e-mail are not applicable to Panorama Place.

Panorama Place is a short, dead-end street and the “normal flow of traffic” on Panorama Place includes one or two cars an hour. We are unclear as to why a significant restriction of the parking on this street would be necessary to prevent obstruction of “normal flow of traffic”.

Subsequent to the council meeting where we first raised our concerns regarding the parking restrictions and a meeting on November 18th, the Lions Bay Fire Truck, and later an ambulance, drove down Panorama Place. I watched these two vehicles drive through at normal speed and with no apparent problems or difficulties despite numerous cars and trucks parked on BOTH sides of the street at 212 Panorama Place. I am guessing that someone may have requested that these vehicles do a drive by to identify any potential problems. In addition, I have watched both village fire trucks and ambulances on many occasions over 37 years drive up and down the street with NO apparent problem or difficulties.

In response to our concerns, I feel the Mayor basically washed his hands of this problem and passed our questions onto Peter DeLong (CAO, Lions Bay) and Naizam Jaffer (Public Work Manager), both non-residents of Lions Bay. A few weeks later, on November 18th, Stewart and I had a meeting with Peter and Nai with the hope that we could reach an understanding that not only were the new parking restrictions not required, but they also caused significant problems for the residents of Panorama Place. Unfortunately, a consensus was not reached and the signs are still in place. Some of the concerns raised in the meeting and other points that need to be considered are described below.

1. At our meeting on November 18th, no reference was made to the fact that the fire truck and ambulance had both driven through the “problem” location and appeared to have no problem of any kind.
2. It was identified that one resident, Shelly Browne of 222 Panorama Place, complained about cars parking too close to the entrance of her driveway which limited her ability to see

oncoming cars before safely exiting the driveway. Since the time of her original complaint however, trees and shrubs at the edge of her driveway have been removed and she is now driving a large vehicle which sits about 1½ feet higher. As a result, she now has a much-improved view of the street, even with cars parked on her side of the street. At this point, I have not been made aware of any other complaints the Village has received regarding parking problems on Panorama Place. I would be very interested to read any complaints, letters or E-mails that Nai has received over the last few years.

3. There are 16 homes with direct access to Panorama Place. The Village Building Regulation requires that each home have off-street parking for two vehicles (16 X 2 = 32 feet per vehicle). Prior to the NEW parking restrictions, on-street parking on Panorama Place included 8 spots on the lower side and 14 on the upper side for a total of 22 parking spots. Three of the parking spots on the lower side of the road are actually off-street and were created by the owner of 192 Panorama Place. These spots were required because the driveway is VERY steep and exhaust from cars using the driveway and garage flowed directly into the bedrooms of the house. These spots are only used by the residents of 192 Panorama Place. With the new signage, the number of available on street parking spots drops to only 14, which is inadequate for the number of homes on the street.
4. When I moved my family to Lions Bay in 1983, the on-street parking for residents of Panorama Place was not a problem. Most homes had only one or two vehicles and were able to use their off-street parking. This is no longer the case. Households in Lions Bay, like other municipalities throughout British Columbia, no longer consist of one or two adults plus some nondriving children. Households today often have 3 to 5 adults, all who have cars which they rely on to get to work or school. Currently on Panorama Place, are 14 ADDITIONAL family vehicles. I anticipate 2 more additional vehicles will require parking spaces by the spring when two residents, who are currently away at university, return and have vehicles they use to get to work. By this summer, on Panorama Place we will have at least 16 vehicles which will require on-street parking. As a result of the new parking restrictions, these 16 vehicles will be competing for 14 parking spots. There will be no available spots for visitors to park. If the parking restrictions were removed, residents would be able to easily park in front of their own homes and not block traffic flow or create a safety issue for pedestrians.
5. The new parking restrictions are creating a significant problem at night and on weekends when all the residents return home. My wife works in the Village at Park Royal and a few times a week gets home after 7pm. Before the new parking restriction signs were installed, she would park her car in front of our house and, with relative ease, transfer any groceries and shopping into the house. Now, she finds herself parking four to five houses down the street and having to often make several trips, in the dark, down the street to transfer all the various parcels and packages into her **own** home. This situation is only going to get worse and will likely result in residents (and visitors and support workers) of Panorama Place having to park on **Panorama Road**, thus further limiting the available parking spots for Panorama **Road** residents. Residents may also resort to parking across the base of their driveways in order to be in close proximity to their own homes. This will potentially create a

significant safety hazard, blocking the vehicles currently in the driveway and limiting access to the house by ambulance and fire service people.

6. All of us are aging in Lions Bay and several of our neighbors are reaching the point where they require regular assistance from extended family and other caregivers and support workers. The new parking restrictions are limiting caregivers and support services from parking in a reasonable proximity to the homes they are visiting and servicing. This is creating a completely unnecessary problem on a street like Panorama where there is ample room for parking on both sides of the street.
7. I have measured the available road space between the vehicles when parked on BOTH sides of the street in front of 205 & 212 Panorama Place (across from each other). The vehicles were large pickup trucks and vans. The usable road space is between 13 to 14 feet in width. This appears to be more than adequate for easy navigation.
8. Some streets in Lions Bay are “thruways” as they provide access to other streets and some streets have issues with non-residents parking in order to access the beach or hiking trails. This is not the situation on Panorama Place. I have personally sat on my balcony in the summer-time reading for many hours and watching the non-existent traffic flow on our dead-end street. Prior to the recent construction work at 212 Panorama Place, the only vehicles driving on the street during the weekdays between 10am to 5pm belonged to the local dog walker, an occasional parcel delivery service and (infrequently) a visitor or tourist. Other than the recent construction workers (a temporary situation), as I go for my daily bicycle ride to Highway 99 in the summer months, I only see one or two vehicles using Panorama Place street parking in the daylight hours.
9. The concern for the safety of pedestrians has also been raised. As previously mentioned, during the daylight hours, very few cars are parked on our street. This coincides with the time that the few pedestrians we have on Panorama are out walking, making parking restrictions unnecessary for pedestrian safety.
10. The issue of a “blind spot” and the potential for a dangerous situation if cars are travelling at an excessive speed has also been raised. This does not appear to be relevant as we have never had an issue with excessive speed on Panorama Place and the area of the “blind spot” does not fall within the area with parking restrictions.
11. In the winter months when we have snow and/or freezing temperatures, most of the driveways on Panorama Place are very steep and become dangerous, if not unusable, even with snow tires. This will significantly impact the ability of the residents of Panorama Place to find parking for their cars close to their own home. In the winter after a snowfall, the village typically plows a single lane down the middle of the road. Since the snow plow is 7 to 8 feet in width, it easily fits through the minimum of 13 feet available when residents' cars are parked on both sides of the road.
12. A final point was raised that currently there is a large construction dumpster in the driveway of 192 Panorama Place and that once removed, it will relieve some of the parking

space issues by providing 2 additional off-street parking spots for the construction workers. This is misleading as the dumpster will not be removed until approximately April of 2020. At this point the majority of the contractors will be finished and thus not require parking. Also, the biggest impact of the new parking restrictions is the lack of parking at **night** for the residents of Panorama Place, not during the daytime when contractors require parking. Once the construction is finished and the owners move back in, they will occupy those 2 off-street parking spots. In addition, the owners have two grown children who regularly visit and who both require on-street parking. Removal of the dumpster will not alleviate parking issues for the residents of Panorama Place.

Parking challenges are not unique to Lions Bay. In an effort to find solutions to parking problems, I searched the internet for traffic and parking bylaws in different municipalities. Bylaws from West Vancouver (Bylaw No. 4370 2004 Part 7.1.2), Burnaby (Bylaw No. 4229C 1961 Bylaw 4760/6912 13(2)f) and Vancouver (Bylaw 2849 part 17. (d)) all simply identify that people may not park in a manner that obstructs traffic. These municipalities have an even higher density of cars than Lions Bay. Residential streets in Vancouver and Burnaby typically have narrow streets, with cars parked on both sides. No parking signs are NOT employed to limit where residents can park. Despite this, traffic flow is not obstructed. The on-street parking problem in Lions Bay is only going to get worse and implementing parking restrictions will not solve the problem.

I am beginning to understand how the Lions Bay residents, who live near the Lions Bay Beach and the hiking trails feel like in the summer months!!! However, where they are competing for parking with all the residents of Lions Bay as well as visitors from outside Lions Bay, I am being forced into an entirely unnecessary competition for parking spots with my own immediate neighbors.

The same parking restriction applied to every street in Lions Bay is not an effective way to ensure traffic flow and safety and does not provide ANY benefit on those streets that can easily and safely accommodate parking on both sides of the street. Each street is unique and they do not all have the same parking problems. As a result, each street will require different parking guidelines. I believe that the new parking restrictions on Panorama Place are not necessary for safety, access or traffic flow. The implementation of parking restrictions on Panorama Place has created, rather than solved parking problems, and will create more unnecessary problems in the future as our population density increases.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Food Truck Services Program: Spring-Fall 2020		
Author	Peter DeJong	Reviewed By:	
Date	May 12, 2020	Version	1
Issued for	May 19, 2020 Council Meeting		

Recommendation:

- (1) THAT staff work with community volunteers to coordinate qualified Food Truck services for the Village of Lions Bay, as availability and demand dictates, at appropriate locations within Lions Bay, in accordance with the Invitation to Provide Food Truck Services: Spring-Fall 2020; and
- (2) THAT the CAO be authorized to execute the Food Truck Services Agreement on behalf of the Municipality with any qualified food truck vendor selected by the coordinating community volunteers for any dates between May 19 and October 31, 2020.

Attachments:

- (1) Invitation to Provide Food Truck Services: Spring-Fall 2020;
- (2) Food Truck Services Agreement.

Key Information:

In 2017, the Events Committee requested an opportunity to do a trial program of special event nights in the Lions Bay Beach Park, incorporating activities including movie nights and food trucks. Staff fast tracked amendments of the Parks Regulation and Traffic and Parking bylaw to enable a trial program to take place. Research was also undertaken to ascertain the requirements associated with allowing food trucks to operate within municipal jurisdictions and staff spoke to other municipalities to understand these requirements and draft something suitable for Lions Bay. No Food Trucks were engaged in 2017, although one did sign on to provide services for the Arts Council at last year’s Arts and Garden event on Lions Bay Avenue.



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Fast forward to spring 2020 and community volunteers again looking for ways to bring together residents (at a safe distance) for a bit of excitement in difficult times. Stephanie Beattie has taken the lead on sourcing Food Trucks with an interest in providing services to Lions Bay and after one successful event (despite a change in venue) is looking to do more.

As noted in the Invitation to Provide Food Truck Services, our Parks Regulation and Traffic & Parking bylaws do not allow for the sale of food or other items in a park or on municipal roadways without Council approval. Without knowing in advance what availability and demand will allow for, it is recommended that Council approve the service concept and delegate the details to staff to confirm with Stephanie and/or other volunteers.

Options:

- (1) Approve the recommendations above;
- (2) Amend the recommendations above and then approve them;
- (3) Send the matter back to staff with alternate instructions.

Preferred Option: (1) Approve the recommendations above.

Legal Considerations: The style and substance of agreement is based upon a Services Agreement used by Vancouver Island University, with borrowings from the District of Squamish and Whistler.

Follow Up Action: Staff will review any proposals received with the coordinating community volunteers.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Invitation to Provide Food Truck Services

Spring-Fall 2020

To: Food Truck Service Provider

From: Village of Lions Bay

Re: Provision of Food Truck Services in the Village of Lions Bay

Under Village of Lions Bay Parks Regulation Bylaw No. 448 and Traffic and Parking Bylaw No. 413, the sale of food or other items is prohibited without the approval of Council. A process for engaging Food Truck services was developed in 2017.

As part of the community's response to the COVID-19 pandemic, volunteers have taken the initiative to assist those in need and to raise the spirits of residents in other ways. One such initiative is the organization of Food Truck services delivered to the community periodically.

Qualified Food Truck service providers will be included on the Municipality's Food Truck Roster for the balance of the year, enabling Food Truck event dates to be organized with the volunteers and the Municipality as availability permits. The Municipality does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may result for selected providers.

Any provider who is selected for the Food Truck Roster, will be required to enter into a mutually agreeable non-exclusive Food Truck Services Agreement with the Municipality. Opportunities for service are event specific and will not provide vendors with any permit or license to provide their services at any times other than those specifically confirmed by the Municipality in writing.

Eligibility for the Food Truck Roster is dependent upon the requirements set out in the Lions Bay Food Truck Services Agreement.



FOOD TRUCK SERVICES AGREEMENT

THIS AGREEMENT made effective the **DATE** day of **MONTH**, 20**2****YEAR**.

BETWEEN: Village of Lions Bay (Lions Bay)
Box 141, 400 Center Road
Lions Bay, BC
V0N 2E0
Contact Person: Karla Duarte
Telephone No.: (604) 921-9333, Ext.3
Email: office@lionsbay.ca
Alternate Contact: Peter DeJong
Email: cao@lionsbay.ca

("Lions Bay")

AND: **CONTRACTOR LEGAL NAME**
ADDRESS
CITY, PROVINCE/STATE
POSTAL CODE/ZIP CODE
Contact Person: Full Name
Telephone No.: (###) ### #### Loc
Email: email address
WorkSafeBC No.: add number

(the "Contractor")

LIONS BAY AND THE CONTRACTOR AGREE AS FOLLOWS:

SCHEDULE "A" – SERVICES

In exchange for payment of the sum of \$1.00 paid by Lions Bay to the Contractor, the receipt and sufficiency of which is hereby acknowledged and agreed by the Contractor, the Contractor shall provide the following services to Lions Bay at the location specified below on the date(s) and time(s) indicated (the "Services"):

Lions Bay Avenue at Beach Park [or other location]

[Date], from **[start time]** to **[end time]** (the "Event Date") [Dates may be added as agreed to in writing by Lions Bay]

Food Truck Services to be provided by the Contractor as follows:

Click here to enter text (eg: type of food, pre-orders, walk-ups, etc). Attach Addendum to Schedule "A" if space is not adequate and insert "See Addendum attached" in this section.

SCHEDULE "B" – INSURANCE

During the Term, the Contractor shall, at its expense, maintain adequate WorkSafeBC liability insurance and the following additional insurance: (i) Automobile Liability in an amount not less than \$2,000,000.00 per occurrence; (ii) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage, and including liability assumed under this Agreement, and must include Lions Bay as an additional insured and a cross liability clause; (iii) Employer Liability covering each of its employees to the extent of not less than \$2,000,000.00 where such employees are not covered by WorkSafe BC or where WorkSafe BC is not an exclusive remedy; (iv) any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

All additional insurance described above must be endorsed to provide Lions Bay with 30 days' advance written notice of cancellation or material change, and be primary and not require the sharing of any loss by an insurer of Lions Bay. The Contractor must provide Lions Bay with evidence of all additional insurance in the form of a completed Certificate of Insurance forthwith upon notification of acceptance on the Lions Bay Food Truck Roster and in any event, at least 3 days prior to the Event Date. If requested by Lions Bay, the Contractor must provide to Lions Bay certified copies of the required insurance policy(ies).

In signing this Services Agreement, the Contractor certifies that the Contractor understands the additional terms and conditions of this Services Agreement on the reverse side of, or attached to, this form, and will comply with all provincial laws and requirements including: (a) Health Permit from VCH; (b) Health & Safety Plans as required by VCH; (c) FOODSAFE certification for all food services personnel as required through VCH; (d) Observance of all policies and guidelines of VCH, including compliance with the Canadian Food Inspection Agency guidelines with respect to cleaning, sanitization, food washing, food temperature and food storage.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

VILLAGE OF LIONS BAY

SIGNED by a
duly authorized
representative of
the Village of
Lions Bay

Name: [Click here to enter name.](#) Position:

CONTRACTOR

SIGNED by a duly
authorized
representative of
the Contractor

Name: [Click here to enter name.](#) Position:
[Click here to enter](#)

NATURE OF SERVICES

1. LIONS BAY retains the Contractor to provide the Services as described in Schedule "A" of this Agreement. The Contractor acknowledges that it has been selected on the basis of its special expertise and competence which are necessary elements of the Services to be provided.
2. The Contractor shall perform the Services in a professional manner to the standards of skilled and qualified persons ordinarily providing services of the type of Services to be provided under this Agreement, and shall dedicate sufficient resources to complete the Services within the timelines or schedules agreed to with LIONS BAY.

PAYMENT

3. It is understood and agreed that the full extent of LIONS BAY's financial obligations to the Contractor consist of the \$1.00 referenced in Schedule "A" and the Contractor shall be limited to compensation from persons paying the Contractor directly at the Event.
4. The Contractor shall be solely responsible for registering for tax purposes, as required, and for remitting, when due, all taxes, duties, fees, or assessments relating to the provision of the Services by the Contractor under this Agreement.

INDEPENDENT CONTRACTOR

5. The Contractor shall be an independent contractor and not the servant, employee or agent of LIONS BAY. Unless otherwise specified in this Agreement, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, and licenses necessary or advisable to perform its obligations under this Agreement.
6. The Contractor shall not in any manner whatsoever commit or purport to commit LIONS BAY to the payment of any money to any person.
7. LIONS BAY may, from time to time, give such instruction to the Contractor as LIONS BAY considers necessary in connection with the provision of the Services, but the Contractor shall not be subject to the control of LIONS BAY in respect to the manner in which such instructions are carried out.
8. All employees/agents of the Contractor providing the Services will remain at all times the employees/agents of the Contractor-not of LIONS BAY-and are not entitled to and will not receive any benefits, allowances or rights in any way associated with employees of LIONS BAY.

CONFIDENTIALITY AND PRIVACY

9. The Contractor must treat as confidential and shall not, without the prior written consent of LIONS BAY, publish, release or disclose, or permit to be published, released or disclosed, either before or after the termination of this Agreement, any materials or information supplied to, accessed, obtained by, or which comes to the knowledge of, the Contractor as a result of this Agreement, except if such publication, release or disclosure is required to perform the Contractor's obligations under this Agreement or to comply with applicable laws, or is information generally known to the public.
10. All records and personal information as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("**FIPPA**") received, collected, created, used, disclosed and disposed of by LIONS BAY as a result of this Agreement are subject to the provisions of FIPPA. The Contractor shall comply with either the requirements of FIPPA or the *Personal Information Privacy Act* (British Columbia), whichever is applicable to the Contractor.

MATERIALS AND INTELLECTUAL PROPERTY

11. Unless otherwise specified in this Agreement, the Contractor exclusively owns all property rights, including all intellectual property rights, in all materials, produced by the Contractor, its employees, agents or subcontractors, as a result of this Agreement, but grants an irrevocable license to LIONS BAY to use such materials without limitation as it sees fit.

INSURANCE

12. During the Term, the Contractor shall, at its expense, maintain the insurance specified in Schedule "B" of this Agreement.

ASSIGNMENT AND SUB-CONTRACTING

13. The Contractor shall not, without the prior written consent of LIONS BAY, either directly or indirectly, assign this Agreement or any right of the Contractor, or sub-contract any obligation of the Contractor, under this Agreement and an unauthorized event will not be permitted to take place. No sub-contract entered into by the Contractor relieves the Contractor from any obligation under this Agreement or imposes any obligation or liability on LIONS BAY to any such sub-contractor.

CONFLICT

14. The Contractor shall not, during the Term, perform a service for, or provide advice to, any person where the performance of the service or the provision of the advice may or does, in the reasonable opinion of

LIONS BAY, give rise to a conflict of interest between the obligations of the Contractor to LIONS BAY under this Agreement and the obligations of the Contractor to such other person.

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INDEMNITY

15. The Contractor shall release, indemnify and save harmless LIONS BAY, its officers, employees, servants, volunteers and agents from and against any and all losses, claims, damages, actions, causes of action, costs, expenses, judgments, fines and fees of whatever kind, including solicitors' fees on a solicitor and own client basis, that LIONS BAY or any other person may sustain, incur, suffer or be put to arising out of or in connection with any breach of this Agreement or negligent act or omission of the Contractor, its agents, employees or subcontractors in the performance of, or failure to perform, under this Agreement.

TERMINATION

16. Notwithstanding any other provision of this Agreement, if the Contractor fails to comply with any provision of this Agreement then, and in addition to any other remedies available to LIONS BAY, LIONS BAY may, at its option, immediately terminate this Agreement by giving written notice of termination to the Contractor.
17. This Agreement may be terminated by either party at any time during the Term by providing 15 days' written notice to the other party.
18. On the expiry or earlier termination of this Agreement, LIONS BAY shall be under no further obligation to the Contractor. If requested by LIONS BAY, the Contractor will, at its own expense, immediately deliver to LIONS BAY any and all materials and information supplied to, obtained, created, produced, resulting from or relating to the Services.

COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

19. The Contractor shall obtain all necessary licences, permits or other approvals, and comply with all laws, statutes, rules, orders, ordinances, and regulations, of all governmental authorities relating to the provision of the Services under this Agreement. The Contractor shall also comply with all LIONS BAY policies, rules and procedures to the extent applicable to the Services to be provided by the Contractor.

MISCELLANEOUS

20. Any legal notice to be given by a party under this Agreement must be in writing and sent by personal delivery, facsimile or email to the addresses for the parties on Page 1 and, if notice is to LIONS BAY, a copy must be provided to the CAO by email at cao@lionsbay.ca Notice will be deemed to be delivered if by personal delivery on the date of delivery, and if by facsimile or email, on confirmation of receipt by the recipient.
21. Waiver by LIONS BAY of any term or breach of this Agreement by the Contractor is effective only if it is in writing and signed by LIONS BAY and is not a waiver of any other term or any other breach of this Agreement.
22. Delays in, or failure of, performance by either party to this Agreement shall not constitute default or give rise to a claim for damages if and to the extent caused by an occurrence beyond the control of the party affected, including but not limited to a decree of government, natural disaster, fire, flood, storm, power or communications failure, war, riot, act of terrorism, strike (including illegal work stoppage/slowdown) or lockout.
23. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada where applicable, and shall be dealt with in the courts of the Province of British Columbia.
24. If any provision of this Agreement is unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not affect any remaining provisions, and such invalid or unenforceable provision shall be severable from the remainder of this Agreement.
25. Paragraphs 9, 10, 11, 15, 18, 19 and 23 of this Agreement shall survive the expiry or earlier termination of this Agreement.
26. This Agreement constitutes the entire agreement between the parties with respect to the subject-matter of this Agreement.
27. This Agreement may only be amended by mutual agreement of the parties in writing.
28. This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns.
29. Time shall be of the essence of this Agreement.
30. The Schedules of this Agreement are an integral part of this Agreement as if set out in length in the body of this Agreement.
31. This Agreement may be executed in counterparts and delivered by facsimile or email, and when so executed and delivered will be as effective as if the parties had delivered an executed original Agreement.

Intentionally Blank



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	ESS Service Agreement with Red Cross		
Author	Robert Whitney	Reviewed By:	Peter DeJong
Date	May 14, 2020	Version	
Issued for	May 19, 2020 Council Meeting		

Recommendation:

THAT staff proceed with entering into a service agreement with the Red Cross to manage Emergency Support Services in the Village of Lions Bay; and

THAT the Mayor and Corporate Officer be authorized to enter into an agreement in substantial compliance with the materials set out in and attached to this report.

Attachments:

- (1) Copy of Red Cross ESS Partnership
- (2) Copy of FAQ for Municipalities
- (3) Copy of CRC Emergency Response Services Agreement

Key Information:

For a number of years the Emergency Support Services (ESS) team in the Village has not had anyone to fill the role of Emergency Support Services Director (ESSD). It is the responsibility of the ESSD to provide management and direction to the ESS team, and the lack of an ESSD has resulted in a team without a clear vision of the future. Although they have stepped up admirably when required, no members of the current team have any desire to fill the role of ESSD, and the team has begun to feel the burden of not having anyone in the leadership position.

This is not a unique situation; many smaller communities have similar problems filling key ESS positions. Recently the Red Cross has begun to offer their services to communities to provide and manage Level 1 ESS response. It should be understood from the outset that the Red Cross does not come into a community and supplant the existing ESS team; rather the



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Red Cross works with the existing team and community leadership to develop and tailor a program that meets the unique needs of the community. Any members of the existing team that wish to continue volunteering are welcomed by the Red Cross to form the core of their new volunteer team.

I have reached out to the Red Cross to obtain information about what they offer with their service agreement and consulted the ESS team to get their feelings on joining with the Red Cross. Part of the engagement of the ESS team was the solicitation of questions they may have about the process, and I will include those here with a summary of the Red Cross services offered.

- The Red Cross provides the management of the local ESS volunteer team. This includes organizing training, meetings, volunteer recruitment and engagement;
- The Red Cross does not take over ESS services; they work with the existing team and the community to tailor a program that works for the community, recruiting more volunteers as required;
- The Red Cross provides the ESS based training for the team, based on EMBC and JIBC guidelines. There is also some Red Cross specific training that will be provided to the volunteers which may allow them to broaden their volunteer horizons, if desired;
- Partnering with the Red Cross allows the Village of Lions Bay to leverage the resources and experience of the Red Cross;
- The Red Cross currently has 13 service agreements with communities in British Columbia.

When consulted, the ESS team was very supportive of the idea of entering into a service agreement with the Red Cross. They did present several questions, which have been paraphrased below.

- *How is a call-out handled?* The call out process is worked out between the RC and the local authority. Normally the Red Cross call out process works this way: the agency calling for ESS calls the Red Cross' 1-800 number to request ESS. A volunteer Red Cross duty officer takes the call and contacts the local ESS team to dispatch them to the call. The call out process takes place using a notification system to send text messages and calls to the ESS team.
- *How is training handled?* The ESS training the team has is still valid, and any future ESS training adheres to EMBC standards. The team will need to undergo extra Red Cross specific training on occasion. Training occurs in a mix of online and in person



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sessions; in person sessions would occur in the Village if enough students were attending the training (typically 6 students).

- *How does mutual aid with the North Shore work with the Red Cross?* The ESS team is still a volunteer team under EMBC, and there would be no change with mutual aid agreements. In fact, the Red Cross provides more leverage for mutual aid as they are able to call upon teams in other communities they have agreements with if required.
- *Red Cross solicits funds for the items that ESS teams submit to EMBC for. Why do they collect money for similar services?* The Red Cross collects money for recovery functions that extend beyond the 72 hours provided under ESS. They do not collect money for items and services offered under ESS.
- *Are additional Red Cross staff required to run a Reception Centre (RC) paid, and if so are they paid by the Village?* In a level 2 response that requires a RC, the RC is set up and staffed by the ESS team as per normal. If the local authority requests it, the Red Cross is available to provide assistance and support in larger responses, under the guidance of the local authority. Response personnel from the Red Cross are still volunteers.
- *How would the Red Cross function during an event?* The Red Cross manager functions as an ESSD; and like other ESSDs they are not normally involved in the scene response. The Red Cross manager would not be local but is always available for the team to call if they need anything.
- *Is the Red Cross manager an area director?* Yes, the manager would be responsible for a geographic area, not just the Village.
- *How did Squamish find the Red Cross role in the recent evacuations?* I spoke to Megan in Squamish and she was extremely impressed with the Red Cross service during the recent fire and evacuations.

Options:

(1) Enter into a service agreement with the Red Cross to manage the ESS team in the Village of Lions Bay. Entering into a service agreement with the Red Cross will solve a problem that the ESS team has had since the retirement of the last ESSD. The Red Cross can provide leadership, training, guidance and management of the ESS team, providing a new sense of direction to the team.



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(2) Do nothing: the ESS team will continue to function as is and will continue to function without leadership and direction.

(3) Direct staff otherwise.

Preferred Option: It is recommended that the Village proceed with entering into a service agreement with the Red Cross to provide ESS management. Doing this will fill the vacant ESSD role and provide leadership and direction to the ESS team.

Follow Up Action: Contact the Red Cross to initiate proceeding with a draft service agreement for Lions Bay.

Communication Plan: Continue to communicate the ESS team as the situation evolves via regular emails, and when a service agreement is entered into, write a Village Update piece explaining the management role Red Cross will take with local ESS.



Partners in Emergency Support Services



From flooding to wildfires, to winter storms, your community needs to be ready to respond. With emergencies and disasters increasing across B.C., so too are the demands on local authorities to provide effective and timely help in their communities.


Partnering with the Red Cross for Emergency Support Services (ESS) gives a local authority direct access to an extensive emergency management network and response systems. Trained personnel simplify the relief and recovery process for people with needs such as food, lodging, clothing, emotional support and family reunification.

Scalable Response



The Red Cross has established partnerships with local authorities across B.C., assisting populations ranging from 2,000 to more than 85,000. A service agreement with Red Cross adds value to your emergency program, and allows Emergency Managers to focus on broader community emergency planning, knowing that Red Cross is an embedded partner in emergency response.





#BeReady
Broad Emergency Management
volunteer network
5,000+ in Canada and
700+ in B.C.

Emergency Support Services Delivery

- * Red Cross will develop volunteer capacity in your community to directly help impacted residents in disasters and small-scale emergencies.
- * Red Cross Volunteers can provide small-scale personal disaster assistance, and front line ESS delivery in larger events where a reception centres or group lodging may be required.
- * Red Cross ESS volunteers bring extended recovery assistance beyond the first 72-hours to vulnerable families in need improving continuity of support for your residents from initial response through to their new normal.
- * Red Cross provides 24-hour, on-call, nationally recognized and certified volunteers to deliver scalable response resources.

Volunteer Management

- * Red Cross brings more than 100 years of experience in volunteer management, from recruitment to screening, and training, through engagement, and recognition.
- * Red Cross volunteers can be deployed across Canada to build valuable response experience.
- * Red Cross ESS volunteers receive special training to ensure full integration with local and provincial emergency response structures.
- * Red Cross' Emergency Management staff in your region can be the first point of contact for local volunteers, freeing up staff time.



Joint Planning

- * Partnership with the Red Cross provides the foundation for continued work together beyond just ESS delivery and may also include joint planning and exercising together.
- * Red Cross can respond with emergency supplies and personnel from our national and global networks.
- * Red Cross works in close partnership with your local government as volunteers draw meaning from supporting their home community.



2018 Red Cross Response in B.C.

- * 3,791 people supported
- * 199 events across B.C.
- * 19,781 volunteer hours



2017 B.C. Fires Response

- * 6,200 volunteer hours
- * 22,500 households supported



@redcrossbc



facebook.com/crcbcy



Providing Emergency Social Services to Communities

1. Why partner with the Canadian Red Cross to provide Emergency Social Services?

- Disasters and emergencies are occurring more often, while the demands on local authorities are increasing as they respond and assist communities. The Red Cross could be part of your team.
 - Emergency Program Coordinators (EPCs), who are often extremely busy managing their entire emergency management portfolio, are able to shift all volunteer management responsibilities to the Red Cross. This includes recruitment, orientation, placement, training, engagement, response, recognition, and evaluation.
 - The Red Cross works alongside the local authority to build and manage a highly trained team to provide emergency service assistance to those impacted by disasters - from the initial relief stages right through to recovery.
- Together, we ensure those impacted by fires, landslides, floods or other emergencies have as much continuous care as possible.
 - Local authorities typically provide ESS to those impacted for the first 72 hours after a disaster. After the 72 hours and into the recovery process, the Red Cross is often called on to help those who may still have additional needs. Partnering with the Red Cross allows us to work alongside local authorities from the beginning of the emergency or disaster right through to the recovery process helping ensure people access to seamless care and necessities such as food, lodging, clothing, emotional support, and family reunification.

Note: Though the partnership stipulates coverage for disasters involving up to 25 people, the same team will also be available to assist with larger, local responses.

2. How is the Red Cross qualified to deliver ESS?

- Red Cross trained volunteers already respond to hundreds of disasters every year in B.C.
- Local volunteers with world class training are the strength of the Red Cross.
- Currently, the Red Cross provides ESS Levels 1 support in Kootenay Boundary Regional District, District of Squamish, Resort Municipality of Whistler, Village of Pemberton, Alberni-Clayoquot Regional District, District of Tofino, the Powell River Regional District, Thompson-Nicola Regional District, Regional District of North Okanagan and Regional District of Central Kootenay.
- The Canadian Red Cross is part of the world's largest humanitarian network that responds to the needs of communities affected by devastating disasters or health emergencies.

3. How will the Red Cross deliver ESS in your area?

- Red Cross staff in your area will recruit new team members through a targeted recruitment campaign and will organize training for all new volunteers.

- Existing volunteers will help forge the new partnership and help welcome and train new team members.

How much would this partnership agreement cost local authorities/taxpayers?

- As a humanitarian organization, the Red Cross will always support local authorities to provide aid to their citizens.
 - Red Cross assistance is provided at no-cost to those impacted, thanks to dedicated volunteers who give their time to train extensively and respond when needed.
 - Red Cross services also rely on the generous financial support of individual and corporate donors, as well as costs negotiated with each municipality.
- Local authorities are responsible for providing ESS to their citizens and, as such, are eligible for financial reimbursement from the Province of B.C. If a local authority chooses to partner with the Red Cross to provide ESS on their behalf, eligible reimbursements would be made through the local authority by Red Cross as part of our commitment to our donors to not duplicate aid.
- Cost depends on a variety of factors and is discussed with each local authority’s Emergency Program Coordinator (EPC) and other decision makers.
- In order to avoid a cost prohibitive model that smaller more rural local authorities may be less able to afford while still accounting for larger and more densely populated areas, Red Cross has built a flexible funding model that covers operational costs of local team recruitment, engagement, activation, and recognition while allowing its local authority partner access to its wider resources and networks.
- As it is quite difficult to scale a legitimate and accurate formula which factors risk, geography, population, density, history, among other moderating variables, we currently base our pricing agreements on minimum numbers of volunteers needed to cover certain population sizes. When the area actually needs more, based on discussions with the local authority, we generally do not ask more dollars than the baseline minimums outlined below.

Population	Annual investment	Number of volunteers to recruit and train (the number could be higher depending on the need, rurality, and risk)
0 - 2,000	\$2,000	2 - 4 volunteers
2000 - 3,000	\$3,000	4 - 5 volunteers
3000 - 4,000	\$4,000	5 - 6 volunteers
4000 - 5,000	\$5,000	6 - 8 volunteers
5,000 – 50,000	\$10,000	8 - 14 volunteers
50,000 – 75,000	\$15,000	14 - 18 volunteers
75,000 – 100,000	\$20,000	18 - 22 volunteers
100,000+	TBD -	TBD depends on density, risks, geography

EMERGENCY RESPONSE SERVICES AGREEMENT

This Agreement is made as of **date** between:

XX LOCAL AUTHORITY XX

a local government regulated through the British Columbia *Local Government Act* and
Community Charter
(“**Entity**”)

and

THE CANADIAN RED CROSS SOCIETY,

a not-for-profit corporation and registered charity incorporated under the laws of Canada,
having its head office in Ottawa, Ontario
(“**CRC**”)

WHEREAS:

- A. The Entity is responsible for safeguarding and protecting the health, safety and security of its citizens, including provision for basic needs, shelter and emergency relief, in accordance with the British Columbia *Emergency Program Act (the “Act”)*;
- B. The Entity wishes to retain the CRC to support **Level 1**, (levels as defined herein), or personal emergency events within its jurisdiction to support relief and recovery of individuals and families impacted by smaller scale events.
- C. In accordance with the Act, in the case of a **Level 2**, the Entity acts as the local authority and has the right to declare a state of local emergency and may do all acts and implement all procedures that it considers necessary to prevent and respond to a disruptive event. In furtherance of this, the Entity wishes to retain the CRC to support its preparedness, response, and recovery in the case of a disruptive event of this magnitude.
- D. In accordance with the Act, in the case of **Level 3, 4 and 5 events**, the Province may declare a state of emergency or establish provincial level coordination structure. In such a circumstance there would be increased coordination between impacted local authorities, as well as greater direction from Provincial authorities given the scale and complexity of the response. In such a circumstance, the Entity remains responsible for its citizenry and related preparedness and response efforts. In furtherance of this, the Entity wishes to retain the CRC to support its preparedness, response, and recovery in the case of a disruptive event of this magnitude.
- E. In addition to providing the emergency response and recovery services as set out above, at the request of the Entity and should the CRC accept such an activation in accordance with this Agreement, the CRC may also, upon its own discretion, provide additional supports with public funds as the CRC has the mandate to assist in the provision of emergency relief in its role as auxiliary to public authorities.

- F. Finally, the Entity recognizes that the CRC may be activated by the Province, pursuant to a provincial funding relief and recovery agreement, following a declaration of a state of emergency, and in such a circumstance, the Entity and the CRC commit to working together to support affected populations within the authority of the Entity in accordance with the terms and conditions set out herein as they relate to coordination, not service activation and reimbursement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Entity and CRC (each, a “**Party**” and together, the “**Parties**”) agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

- a) “**Agreement**” means this agreement, its schedules and all instruments supplemental hereto or in amendment or confirmation hereof; “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions shall mean and refer to this Agreement and not to any particular Article, Section, subsection or other subdivision; and “**Article**”, “**Section**”, “**subsection**” or other subdivision of this Agreement shall mean and refer to the specified Article, Section, subsection or other subdivision of this Agreement;
- b) “**Business Day**” means a day on which CRC's offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in Canada;
- c) “**Calendar Day**” means all days in a month, including weekends and holidays.
- d) “**CRC Personnel**” means staff and volunteers who are affiliated with CRC.
- e) “**Duty Officer**” means a person designated by CRC as the point of contact for Notification of an Emergency in accordance of Schedule “D” of this Agreement.
- f) “**Eligible Expenses**” means training and emergency response costs incurred in the provision of Services (as that term is defined below) and when retained directly by the Entity for service delivery, as per Whereas B, C and D above, which the Entity agrees to reimburse the CRC for when activated in accordance with the Eligible Costing Schedule.
- g) “**Emergency**” means an urgent and critical situation, or impending situation, of a temporary nature caused by an accident, an intentional act, the forces of nature or other causes that constitutes a danger to persons or property. This applies to all Response Levels.

- h) **“Emergency-Affected Person”** means any person whose life is disrupted during an Emergency identified in a Notification. Emergency-Affected Persons include individuals affected in their homes, individuals who must be evacuated on an emergency basis as a preventive measure, and individuals who are required to comply with quarantine measures.
- i) **“Emergency Management British Columbia”** or **“EMBC”** or the **“Province”** means the Province of British Columbia’s lead coordinating agency for all emergency management activities, and the agency providing support and guidance to the emergency programs of local authorities.
- j) **“Emergency Site”** means any location used to provide Services to Emergency-Affected Persons, and may include reception centers and group lodging.
- k) **“Emergency Support Services”** or **“ESS”** means a community-based provincial emergency response program which provides short-term temporary services for Emergency-Affected Persons to help people begin to re-establish themselves as quickly as possible after an Emergency. ESS are typically available for 72 hours.
- l) **“Force Majeure”** means an unforeseen circumstance distinct from the Emergency triggering the Services, though a Force Majeure may directly or indirectly result from such an Emergency, which prevents a Party from performing its obligations under this Agreement, despite such Party’s reasonable preparedness and reasonable business efforts. Force Majeure may include act of God, fire, flood, war, terrorism, strikes or labour difficulties or governmental enactment.
- m) **“Geographic Area”** means the geographic area covered by the incorporated Entity of the Xx Local Authority xx.
- n) **“Notify”**, **“Notified”** or **“Notification”** means a process of informing CRC of the existence and circumstances of an Emergency and requesting Services, as set out in Schedule “D” of this Agreement.
- o) **“Personal Information”** means recorded information about an identifiable individual other than contact information. Section 12.3 sets out the Personal Information that will be collected, used and disclosed by the parties in connection with the Agreement.
- p) **“Record”** and **“Records”** includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical, or other

means, but does not include a computer program or any other mechanism that produces records.

- q) “**Response Levels**” means the nature and scale of an Emergency as determined by a CRC, measured against the Act, which drives a different activation mechanism, mandate and reimbursement scheme for a response to an Emergency, as further defined in Section 4 of this Agreement. are:

Within the Scope of a Local Emergency

Level 1: Personal Disaster Response - A small localized event, with unlikely further impacts, for example impacting up to 25 people.

Level 2: Single Municipal Response – A significant event, with unlikely further impacts, impacting 25-500 people within one municipality or district, in this case the Geographic Area.

Likely Within the Scope of a Provincial Level Emergency

Level 3: Regional/Provincial Response – A major emergency impacting 500-10,000 people in more than one municipality or a larger geographic area.

Level 4: Major Response – A major emergency impacting up to 100,000 people in a very large area or more than one province.

Level 5: Catastrophic Response – A major emergency with overwhelming devastation impacting more than 100,000 people and a wide geographic area.

- r) “**Services**” means the emergency services to be provided in the Geographic Area to Emergency-Affected Persons by CRC under this Agreement, as more particularly set out in Schedule “A”. CRC Personnel may deploy outside the Geographic Area pursuant to a mutual aid agreement entered into by the Entity, subject to availability and at the sole discretion of CRC. For the avoidance of doubt, “Services” does not include the CRC activities described in Section 2.2 or 7.3 of the Agreement.

- s) “**Task Number**” means the primary tracking mechanism used by Emergency Management British Columbia to authorize emergency response operations, related expenditures and insurance coverage for responders.

1.2 **Preamble.** The preamble is incorporated herein by reference and is deemed to be an integral part of this Agreement.

1.3 **Schedules.** This Agreement includes all of the Schedules annexed to it (listed below), the terms and conditions of which are expressly incorporated herein and form a part hereof:

Schedule “A” – Description of Services

Schedule “B” – Payment and Reporting

Schedule “C” – Eligible Costing

Schedule “D” – Notification Protocol
Schedule “E” – Fundamental Principles

- 1.4 **Gender.** Any reference to gender shall include all genders and words used herein importing the singular number only shall include the plural and *vice versa*.
- 1.5 **Headings.** The division of this Agreement into Articles, Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect, nor be utilized in the construction or interpretation of, this Agreement.

2. PURPOSE OF AGREEMENT

- 2.1 The purpose of this Agreement is to establish parameters for collaboration between the Entity and CRC, including cost recovery for the provision of Services, to ensure mitigation/preparedness, response, recovery and resiliency assistance in the event of an Emergency. CRC will provide aid to Emergency-Affected Persons in accordance with its role and capacity as outlined in this Agreement.
- 2.2 Nothing in this Agreement shall prevent CRC from providing humanitarian assistance to citizens of the Entity, in an Emergency or otherwise, on its own initiative and at its own expense, separate and apart from this Agreement, provided that in doing so CRC does not compromise the performance of its obligations hereunder. CRC may fundraise for such purposes.

3. TERM

- 3.1 The right to request Services under this Agreement shall commence on xxmonth, xxday, 20xx and shall expire on xxmonth, xxday, 20xx, unless terminated earlier in accordance with the provisions of this Agreement (the “**Term**”).
- 3.2 The Entity recognizes that the CRC is required to build capacity to meet the terms and conditions and to provide the Services as set out herein. The capacity to offer delivery of all the Services, at the standards set out herein, will occur no earlier than ninety (90) days from the signing of this Agreement, at a mutually agreed upon date as set out in an operational plan. During this transition, CRC will endeavor to support the Entity in the provision of Services to the best of its ability. If this agreement is a renewal of same services, there will be continuity of service provision.
- 3.3 **Renewal Planning.** The Parties shall endeavour to meet at least six (6) months prior to the expiry of this Agreement to discuss and negotiate a new agreement.

4. OBLIGATIONS OF CRC

- 4.1 **Preparedness.**

- a) CRC will recruit, select and train a volunteer-based workforce to have ready-to-respond CRC Personnel available to deliver Services. All CRC volunteer personnel providing Services under this Agreement will be registered as Public Safety Lifeline volunteers and are expected to follow applicable standards, policies and training requirements of both the Government of BC and the CRC when carrying out the Services set out in Schedule “A”.
- b) CRC will stock and maintain supplies and logistics capacity as required to provide the Services; and
- c) CRC will participate in Entity-led emergency preparedness exercises, activities and/or meetings, as mutually agreed upon from time to time.

4.2 **Emergency Response.**

- a) This Agreement is applicable to the provision of Services for all Response Levels.
- b) The CRC will provide the Services as set out in Schedule ‘A’ on behalf of the Entity for **Level 1 & 2** if retained pursuant to the Notification Protocol, and mutually agreed between the Parties, and the CRC will follow EMBC ESS program guidelines and bill in accordance with a Task Number.
- c) The CRC will support the provision of the Services as set out in Schedule ‘A’ on behalf of the Entity for **Level 3** if retained pursuant to the Notification Protocol, and mutually agreed between the Parties, and the CRC will bill in accordance with a Task Number. This would be in coordination with the provincial response structure. In the case that the CRC would need to bring in additional surge capacity this would be subject to approval for cost recovery under Task Number.
- d) In the particular case of a Level 4 & 5 Response, and potentially a Level 3 as well where there is a provincial level emergency, the CRC will have the capacity to provide Services for the benefit of the Entity, however this will be subject to the funds the CRC raises, the commitment by the Province to fund Services, and/or the capacity of the Entity to retain the CRC for Service delivery within its Geographic Area. The Services and costing are set out in Schedule “A” however, activation may require a subsequent negotiation on coordination, costing and a further agreement may be required if it diverges from the terms set out herein.
- e) This Agreement will apply upon (i) Notification by the Entity (ii) being advised of the Task Number and or another means for billing and compensation (which may be requested from EMBC by CRC or by the Entity), and (iii) the agreement by the CRC to activate, at which time CRC will supply the requested Services in response to an Emergency (subject to the

terms and conditions set out herein). Limitation to activation under this agreement is stated in sections 4.3 and 16.

- f) CRC will communicate and coordinate with the Entity, and will keep the Entity apprised of the provision of Services during the Emergency; and
- g) CRC will ensure that CRC Personnel and equipment are clearly identified with the CRC's logo, where possible.

4.3 Limitation.

- a) The Parties understand that a Task Number must be obtained from EMBC for all Emergency response activities, and that CRC assistance pursuant to this Agreement is subject to a Task Number being secured. However it is the responsibility of the Entity to confirm the Task Number upon activation of this Agreement as per section 4.2 (b).
- b) The Parties understand that CRC's workforce may rely on volunteers, and recognize that the availability of personnel may be reduced in exceptional circumstances despite the reasonable efforts of CRC.
- c) At any time during an Emergency, CRC may give notice that it will withdraw, reduce or limit its services in the event conditions are such that CRC is unable to provide Services without compromising the health or safety of CRC Personnel.
- d) CRC shall endeavour to keep the Entity informed and to coordinate with the Entity with respect to any anticipated or actual limitations on its provision of Services.
- e) In the case of a Level 4 and 5 event, or concurrent events, the CRC reserves the right to limit its Service offering as set forward in Schedule A.

5. OBLIGATIONS OF THE ENTITY

5.1 Preparedness.

- a) To ensure an efficient and robust emergency response, the Entity will inform its staff and intra-governmental counterparts of CRC's role, including taking reasonable steps to document and recognize the role of CRC in any relevant emergency or other plans.
- b) The Entity will invite CRC to participate, as appropriate, in Entity-led exercises, activities and/or meetings focusing on emergency management.

- c) The Entity will designate locations as Emergency Sites to be used by CRC in an Emergency response, and will provide CRC with a list of such designated Emergency Sites from time to time, or at the latest as soon as possible upon Notification of an Emergency.
- d) The Entity will be responsible for ensuring that any licenses, approvals or permits necessary to operate the Emergency Sites are obtained.

5.2 Emergency Response

- a) The Entity may call on the assistance of CRC pursuant to this Agreement in the event of an Emergency;
- b) Where the Entity calls on CRC pursuant to the above subparagraph, the Entity shall request that CRC provide Services to Emergency-Affected Persons by issuing a Notification, using the protocol as described in Schedule “D”. In the Notification, the Entity shall either provide the necessary information to CRC for CRC to obtain the Task Number from EMBC, or the Entity shall obtain the Task Number and provide it to CRC.
- c) Where the Entity believes an Emergency is or may be imminent, the Entity may request that the CRC go on “stand by” to be ready to respond if the Emergency occurs (“**Stand By**”). Stand By requests shall be made using the Notification process described in Schedule “D”.
- d) The Entity will communicate and coordinate with CRC and will keep CRC informed of information relevant to its role in providing Services, including sharing in a timely and comprehensive manner data to inform the delivery of services (as described in Schedule “D”), if available and as applicable.

6. REPORTING

- 6.1 CRC shall report to the Entity as set out in Schedule “B”.
- 6.2 For activities funded under this Agreement, the CRC shall keep and maintain in accordance with generally accepted accounting standards books, records and accounts relating to this Agreement and the cost of the Services and shall, upon reasonable notice, provide to the Entity these documents to examine, audit and make copies.

7. FINANCIAL SUPPORT

- 7.1 **Annual Financial Support for Preparedness.** To enable CRC to build and maintain its capacity to discharge its responsibilities under this Agreement, the Entity agrees to make an annual contribution to CRC of **\$XX,000 CDN** each year of the Term. In the first year, the annual contribution rate will be prorated based on the number of months remaining

between the date that the Agreement comes into force and December 31. The annual contribution will be due within ninety (90) Calendar Days of the date of that the Agreement comes into force, and in each March thereafter, upon invoice by CRC.

- 7.2 **Cost Recovery for Emergency Response Services.** CRC will seek reimbursement from the Entity for Eligible Expenses, including administrative costs, in relation to the provision of Services in accordance with Schedule “C”, including expenses relating to volunteers and direct assistance to Emergency-Affected People. Services will be delivered in accordance with EMBC ESS assistance guidelines.
- 7.3 To better assist Emergency-Affected Persons, CRC may organize fundraising campaigns and the allocation of any fundraising revenues shall be in CRC’s sole and absolute discretion.

8. INDEMNITY

- 8.1 Each Party shall indemnify and save harmless the other Party, its employees, volunteers, subcontractors, and agents from any loss, damage, claim, cost or expense, including legal fees, that the other Party may incur pursuant to any third-party claim, demand, action, charge, complaint, prosecution or other proceeding that may be made against or affect the indemnified Party to the extent arising from:
- a) the indemnifying Party’s breach of this Agreement; or
 - b) a wrongful or negligent act or omission on the part of the indemnifying Party, or of its employees, volunteers, subcontractors, agents, or others for whom it is in law reasonably responsible, in the performance of this Agreement or the rendering of the Services.
- 8.2 The indemnified Party shall promptly notify the indemnifying Party of any claim covered by this section; shall allow the indemnifying Party to conduct and control, at the indemnifying Party's sole cost and expense, the defence of such claims and any related settlement negotiations; shall afford all reasonable assistance to the indemnifying Party (at the indemnifying Party's sole cost and expense); and shall make no admission prejudicial to the defence of such claims.

9. INSURANCE

- 9.1 Each Party shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance covering all acts and omissions of its employees and volunteers in respect of loss by or injury to third parties (including, in the case of the Entity, CRC Personnel), arising from the acts or omissions of such Party in connection with this Agreement.

10. TERMINATION

- 10.1 Either Party may terminate this Agreement for convenience upon 60 days written notice; however, all costs related to a scale down of Services, which may take longer than 60 days during an active response, shall be Eligible Expenses.
- 10.2 Either Party may terminate this Agreement immediately for cause if the other Party is in breach of a material provision of this Agreement and such breach has not been cured in a reasonable time following written notice to such other Party or is by its nature incapable of being cured. A reasonable time shall be thirty (30) days or such other time as is reasonable in the circumstances.
- 10.3 On termination:
- a) The Entity shall pay any financial obligations (i) incurred prior to termination and (ii) for all Services performed, including costs to the CRC to wind down Services, which may extend beyond the date of termination.
- 10.4 **Survival.** Provisions of this Agreement which are expressly or impliedly intended to remain in force after termination shall do so, including without limitation the provisions regarding retention of records, indemnity, financial obligations upon termination, confidentiality, privacy and intellectual property.

11. NOTICE

- 11.1 Contractual notices, requests, demands, or other communications (collectively called “**Notices**”) hereunder shall be given in writing by personal delivery, by postage prepaid registered mail, or by email. **Requests and communication regarding the activation and provision of Services or Stand By (Notification) are not governed by this Section but are governed by the protocol set out in Schedule “D”.** The address of each Party for contractual Notice shall be as follows,

CRC:

Patrick Quealey
Vice President,
British Columbia & Yukon
Canadian Red Cross
909 Fairfield Road
Victoria, BC V8V 3A3
Patrick.Quealey@redcross.ca

Entity:

or at such subsequent address given by such Party to the other Party by Notice in writing from time to time.

- 11.2 All Notices shall be deemed to have been received when delivered by hand or transmitted by email or, if mailed, ten (10) Business Days after the day of the mailing thereof, excluding any time during which the normal mail service is interrupted by strikes or other irregularities.

12. CONFIDENTIALITY AND DATA PROTECTION

- 12.1 “**Confidential Information**” means any information or material that relates to a Party’s business and affairs, including CRC client lists and information related to the suspension or termination of this Agreement, which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information or the circumstances of disclosure, to be confidential. Confidential Information does not include information that (i) is in the public domain at the time of its communication; (ii) is independently developed by each Party; (iii) entered the public domain through no fault of the receiving Party subsequent to communication with the other Party; (iv) is in possession of the receiving Party free of any obligation of confidence at the time it was communicated to the receiving Party; or (v) is communicated to the receiving Party by a third party under no legal obligation to maintain the confidentiality of the information.
- 12.2 Each Party shall not disclose the other Party’s Confidential Information without express written consent or unless required by law, nor make use of the other Party’s Confidential Information except in the performance of this Agreement. Each Party shall protect the other Party’s Confidential Information from transfer or disclosure by the same measures that it uses to protect its own confidential information, but in any event by not less than reasonable measures. Where disclosure is required by law, prior to disclosure, the Parties will discuss the legal requirement and jointly determine amount and type of Confidential Information, if any, which must be disclosed in order to comply with the law.
- 12.3 “**Personal Information**”. During the performance of this Agreement, each Party may collect, have access to or receive Personal Information which may include information that identifies or could identify Emergency-Affected Persons, including but not limited to (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number. In no event may either Party sell, license, lease or trade such Personal Information to any third party, nor disclose it except when necessary for the performance of each Parties’ obligations, or the exercise of each Parties’ rights, under the Agreement. All Personal Information that is collected, accessed, used, stored and/or disclosed by a Party in connection with this Agreement shall be handled in strict compliance with all applicable Canadian federal, provincial and foreign privacy and data protections laws. Without limiting the generality of the foregoing, the CRC must, in relation to Personal Information that is collected, accessed, used, stored and/or disclosed on behalf of the City in connection with the Services described in Section 4.2(b) and (c) of the Agreement comply with the requirements of the British Columbia *Freedom of Information and Protection of Privacy Act* (“FIPPA”), which are applicable to the CRC as a service provider in connection with such Services, including any applicable order of the Office of the Information & Privacy Commissioner for British Columbia under FIPPA. The CRC acknowledges that it

is familiar with the requirements of FIPPA governing Personal Information that are applicable to it as a service provider.

- 12.4 **Access to Information Requests.** The Parties acknowledge they may be subject to access to information legislation. Where such a request is received, the other Party shall be notified and given sufficient time and opportunity to object with regard to their own Confidential Information in writing prior to the release of any information, in accordance with and as permitted under the applicable legislation.
- 12.5 **With Regard to Level 1, and Level 2 Response and Records of Emergency-Affected Persons.** CRC shall establish, and maintain, records of all Emergency-Affected Persons who are registered. These records shall include, for each person, as provided, (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number if available. After the conclusion of the Emergency, CRC shall deliver to the Entity all records of all Emergency-Affected Persons to whom Services were provided. CRC shall endeavor to share the records with the Entity on a routine basis from the outset of the operation.
- 12.6 **With Regard to Level 3, Level 4 and Level 5 Response and Records of Emergency-Affected Persons.** Without limiting the generality of Section 13.3, the CRC shall establish, and maintain, records of all Emergency-Affected Persons who are registered. These records shall include, for each person, as provided, (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number if available. Records will also include supporting documentation, the basis for assistance, and payment amounts. Such records will be in the CRC's care, custody and control. If requested, the CRC can provide an export of the anonymized records to the extent permitted by applicable laws.

13. INTELLECTUAL PROPERTY

- 13.1 The Red Cross emblem consists of a red cross on a white background and is universally recognized as a symbol of protection and neutrality. The Canadian Red Cross Society Logo is the Red Cross emblem plus the phrase "Canadian Red Cross" or "Croix-Rouge canadienne", as set out in CRC's graphic standards.
- 13.2 The Entity may not use the logo, name or emblem of CRC without CRC's prior review and written approval. Use of the emblem alone is strictly prohibited.
- 13.3 **Intellectual Property and Copyright.** Each Party shall own exclusively all information and material created or prepared by it in its performance of this Agreement. For greater clarity, CRC retains the intellectual property rights, including, copyright and exclusive right of use for its own service provision methods, document templates, emergency management training techniques and all materials related to these functions.

14. FORCE MAJEURE

- 14.1 The interpretation of the contractual rule of Force Majeure under this Agreement shall take into account that this Agreement is intended to be performed in circumstances of Emergency. The Parties confirm that the performance of their obligations is intended to be provided in such circumstances, and any failure of performance shall be assessed in that context.
- 14.2 Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to Force Majeure and the Party has promptly notified the other Party of the Force Majeure circumstance. In the event of a Force Majeure, the Parties shall consult with one another on the appropriate action to be taken, which may include temporary suspension of certain provisions of this Agreement for the duration of the Force Majeure, or termination of this Agreement. Suspension of any provision of this Agreement shall be reviewed on a periodic basis but at least once every three (3) months. If the force majeure condition continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party.

15. GENERAL PROVISIONS

- 15.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and, except as expressly set out herein, supersedes all other or prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties in respect of the subject matter.
- 15.2 **Amendments.** This Agreement may be amended only by written instrument executed by the Parties.
- 15.3 **Media Communications.** No Party shall make any press release, public announcement or other public commentary relating to this Agreement, the Services or the other Party without prior consultation with and the approval of the other Party. As part of the preparedness activities undertaken by the Parties, the Parties will endeavor to develop a communication strategy to be applied during an emergency event, which will set out the specific roles and responsibilities of each Party with respect to external communications.
- 15.4 **Fundamental Principles.** The Parties shall carry out this Agreement in accordance with the Fundamental Principles of the International Red Cross and Red Crescent movement, attached hereto as Schedule "E".
- 15.5 **Relationship of the Parties.** The relationship of CRC to the Entity in performing the Services under this Agreement is that of independent entities, and nothing in this Agreement is to be construed as creating an agency, partnership or joint venture relationship between CRC and the Entity.
- 15.6 **Assignment.** This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns. CRC may, in its discretion,

subcontract the performance of Services, which shall not affect CRC's responsibility for the performance of its obligations under this Agreement.

- 15.7 **Dispute Resolution.** The Parties shall make reasonable efforts to settle by negotiation, with or without the assistance of a mediator, any dispute that arises as a result of any claim or controversy in connection this Agreement.
- 15.8 **No Waiver.** No waiver by any Party of any breach by the other Party of any of its obligations hereunder shall be a waiver of any subsequent breach of the same or any other obligation, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 15.9 **Severance.** Any provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions.
- 15.10 **Time is of the Essence.** Time shall be of the essence in all provisions of this Agreement.
- 15.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.
- 15.12 **Governing Law.** This Agreement shall be interpreted in accordance with, and governed by, the laws of the province where the Entity is located and the federal laws of Canada applicable therein, excluding conflict of law provisions.

IN WITNESS WHEREOF each of CRC and the Entity have caused this Agreement to be signed and delivered by its duly authorized representative:

For the CRC:

For the Entity:

Patrick Quealey
Vice President,
British Columbia & Yukon
Canadian Red Cross
909 Fairfield Road
Victoria, BC V8V 3A3
Patrick.Quealey@redcross.ca

SCHEDULE “A” DESCRIPTION OF SERVICES

DESCRIPTION OF PROVISION OF PROVINCIAL EMERGENCY SUPPORT SERVICES FOR **LEVEL 1 & 2 RESPONSE**

Under this agreement, CRC will provide EMBC Emergency Support Services (the Services) in response to Emergencies where a Task Number is secured, and will deliver the services in accordance with EMBC policy and assistance guidelines. The provision of Services will be coordinated with government, insurance and other voluntary sector organizations to avoid duplication. The appropriate method of service delivery for the requested Services will be determined by CRC and the Entity in coordination.

- Registration
- Reception and Information
- Family Reunification
- Lodging
- Food
- Clothing
- Transportation
- Personal Services

Further emergency response services may be provided subject to discussion and mutual agreement.

In the absence of an issued Task Number, CRC may provide emergency response services in its own discretion, separate from this Agreement. It is understood that such CRC activities shall not constitute Services to the City, and the Agreement shall have no application to such independent activities of the CRC. However, in any provision of emergency assistance, CRC will endeavour to coordinate and communicate with the Entity, avoid duplication, and maximize the efficiency and effectiveness of aid.

EMERGENCY RESPONSE SERVICES

The following Services may be provided, at the request of the Entity, in response to an Emergency. The specific Services and the means of service provision will depend on the nature and scale of the Emergency, and will be determined by CRC, in consultation with the Entity when appropriate and when circumstances permit.

Registration

Registration aims to facilitate family reunification, communication with Emergency-Affected Persons and the fast and accurate provision of direct assistance. Information collected via registration will be shared with the Entity pursuant and subject to the terms of this Agreement. Provision of Registration will be provided using EMBC ESS tools and systems and/or other tools or systems as required.

Service delivery may include:

- In-person, paper-based or digital Registration: Registration of individuals by CRC field personnel using ESS tools

Reception and Information

Reception refers to providing a place for people impacted by an emergency to go, where they can receive information and Services, and to managing access to and from the facility. Information refers to providing individuals with information about Services and other assistance available to them, whether from CRC or other agencies, and information about the emergency situation.

Service delivery may include:

- Referral: Referring clients to other organizations or government programs that can assist them.
- Stand-alone Service: Providing Reception and Information as a stand-alone service within a government-led reception centre or shelter.
- Reception Centre: Establishing, staffing, and/or managing a reception centre at an Emergency Site.
- Call Centre: Establishing a call centre to provide information.
- Outreach: Conducting direct outreach to provide information.

Family Reunification

Family Reunification assists in reuniting families by collecting information and answering inquiries regarding the condition and whereabouts of missing persons.

Service delivery may include:

- Phone: Providing access or means to access phone service.

Persons may request that their information not be shared with others, including through Family Reunification (Restricted Files), for example due to concerns about abusive relationships. Such requests will be respected.

Lodging

This service aims to ensure that individuals are provided with safe, temporary lodging away from an area affected by an Emergency. It also seeks to support individuals' return to their homes.

Service delivery may include:

- Commercial Lodging: Coordinating commercial lodging (e.g. hotel, motel, etc.).
- Group Lodging/Congregate Shelter: Establishing, staffing, and/or managing a Group Lodging/Congregate Shelter facility.
- Billeting/ Friends and Family: Support individuals to stay with their family or friends who can offer accommodation.

Food

This service aims to provide feeding for those who cannot feed themselves, or those without food or food preparation facilities, as well as for volunteers and other response workers. CRC tries to

ensure, to the best of its ability and in the circumstances, that food meets the nutrition needs of at-risk groups. Food should also respect the culture of the affected persons.

Service delivery may include:

- Commercial Feeding: Arranging for food via stores, groceries, and/or restaurants.
- Feeding Station: Coordination to establish Feeding Stations at Reception Centers or Group Lodging/Congregate Shelters.
- Cooperation with Partners: Coordinating food services via cooperation with partners.

Clothing

Clothing service is designed to provide clothing to persons in need in an Emergency to prevent harm from exposure and to meet clothing needs until normal sources of supply become available.

Service delivery may include:

- Provision of Clothing: Coordinating clothing via agreements with commercial suppliers.
- Detergent/Laundry: Providing for detergent and laundry, to enable individuals to do their own laundry or for laundry to be cleaned by a third party.
- Cooperation with Partners: Arranging clothing distribution via cooperation with partners.

Transportation

Emergencies may require or result in the evacuation of individuals from their homes, for short or long periods of time. Emergency-Affected Persons may lose access to their regular means of transport due to the Emergency, and may require assistance to pay for unplanned transport expenses. Transportation service aims to provide assistance to facilitate mobility for Emergency-Affected Persons.

Service delivery may include:

- Provision of Means: Providing means to either acquire fuel, bus, train or subway tickets or cab fare.
- Direct Provision: Providing transport through contracted companies, such as chartered buses.

Personal Services

Personal services provide immediate personal assistance to people dealing with physical, social, or emotional problems created by or aggravated by an Emergency. This service also provides assistance to meet the functional requirements of clients such as children, dependent adults, and mobility-impaired adults.

Service delivery may include:

- Personal and Hygiene Products: Providing hygiene kits or the means to acquire hygiene products.
- Baby supplies: Providing the means to acquire baby supplies such as diapers and ointment.
- Prescriptions: Providing the means to renew necessary medical prescriptions.
- Special Mobility Aids: Providing means to acquire special mobility aids necessary for healthy living.

- Personal Services and Health Care: Providing the means to fulfill basic support and medical aid requirements, including to acquire eye glasses, hearing aids, or dentures or referral to professional health services.

DESCRIPTION OF PROVISION OF RED CROSS SERVICES FOR **LEVEL 3, 4 & 5 RESPONSE**

Core Principles

CRC operates in accordance with the Fundamental Principles. In addition, CRC recognizes that every action must be considered with a focus on the individual, family and community; that success is dependent on participation and community engagement in all aspects of work; and that every community is unique. Therefore, CRC will remain flexible to changing circumstances and responsive to new learning. CRC commits:

- to build and execute programs in collaboration with government actors and key stakeholders;
- that programs will recognize community capacity, assets and resilience, and will respect community priorities, culture and customs, acknowledging that people and communities are the decision makers for their recovery and rebuilding efforts;
- to hold itself accountable to both those CRC seeks to assist and those from whom the organization accepts resources;
- that programs will strive to not only meet basic needs but also reduce future vulnerabilities; and
- CRC will strive to not duplicate assistance and its programming is designed to avoid duplication

In order to meet these commitments, particularly around respecting community priorities, the Canadian Red Cross requires the flexibility to change the financial allocations and adjust the services offered under each project. In the event that there are insufficient funds to provide the programs and sub-programs requested, the commencement and/or continuation of service delivery may be contingent on additional funding being provided.

CRC can provide the following Services under this Agreement, upon request by the Entity and subject to the above considerations. These services are above and beyond the services that are provided in a level 1 & 2 response and subject to mutual agreement of all parties:

- Registration
- Relief Support and Direct Financial Assistance
- Safety and Wellbeing
- Community Partnerships Program
- Support to Small Business
- Support to Re-Entry
- Support to Self Recovery
- Transitional Shelter/Lodging and Housing Repair and Reconstruction

- Capacity Building/Disaster Risk Reduction

Further services may be provided subject to discussion and mutual agreement.

FULL LIST OF SERVICES

Generally, programs in the relief and early-recovery phases make use of both staff and volunteers, while programs in the recovery phase are delivered predominantly by staff and through partnerships.

When applicable, services will also be provided to support those who have evacuated outside of province.

Client-Facing Emergency Response Services

Program Name	Relief During Evacuation	Support to Return Home and Recovery
Registration	X	
Relief Support and Direct Financial Assistance	X	X
Safety and Wellbeing	X	X
Community Partnerships Program	X	X
Support to Small Business	X	X
Support to Re-Entry		X
Support to Self Recovery		X
Transitional Shelter/Lodging and Housing Repair and Reconstruction		X
Capacity-Building/Disaster Risk Reduction		X

Registration	
Phase(s):	Relief During Evacuation Only

Evacuations are chaotic, separating families and forcing people to flee their homes at short notice without adequate food, clothing or medications/personal supplies. Digital registration is the

foundation of an effective and cost-efficient operation, revealing who has been affected and where they have evacuated to. CRC is able to provide the following services under this heading:

- Registration
 - Register households through a digital online registration portal, by phone through a contact centre, or in-person through community outreach
- Communication
 - Support two-way communication with the affected population through a contact centre, social media monitoring, and SMS and e-mail using Emergency-Affected Persons’ contact information provided during registration
- Family Reunification
 - Support the reunification of families separated by the disaster, including inquiries about well-being
- Data Management
 - Manage the verification and eligibility assessment for registrants
 - Manage data quality to ensure non-duplication of records
 - Support the understanding of the human impact of the disaster through mapping and analytics of registrants, including current location and demographics, as well as using data collected through surveys of Emergency-Affected Persons and other sources as available

Relief Support and Direct Financial Assistance	
Phase(s):	Relief During Evacuation Only

Evacuations take a heavy financial toll on households as time goes on, especially for families with pre-existing vulnerabilities. When combined with Registration (Program 1 above), CRC is able to provide the following services and activities in the area of Relief Support and Direct Financial Assistance:

- Financial Assistance
 - Provide defined amounts of financial assistance to each affected household to assist with food, clothing, shelter and other basic needs once evacuees have been verified and confirmed to be eligible
 - Provide alternate arrangements for households unable to accept e-transfers
 - **Note:** CRC will provide additional supplementary financial assistance to vulnerable households deemed eligible on a case-by-case basis, funded from CRC monies
- Emergency Support Services Support with Local Authorities
 - CRC volunteers will provide support to evacuees within host communities, including at shelters and reception centres, in conjunction with local authorities to support the provision of Emergency Social Services, including food, clothing, lodging and personal services

Safety and Wellbeing	
Phase(s):	Relief During Evacuation Onwards

Emergencies create and exacerbate a range of issues impacting individual, family and community wellbeing, and such issues present themselves at different stages of the emergency continuum, from relief to recovery. Safety and Wellbeing (SWB) addresses the psychosocial needs of those affected and contributes to individual and community capacity and resiliency in the areas of mental health and psychosocial support (MHPSS).

In close collaboration with key stakeholders, including but not limited to the provincial and regional Health Authorities, Ministry of Health Disaster Psychosocial (DPS), CRC can support the following services and activities for Emergency-Affected Persons while they are displaced, at re-entry and continuing through longer-term recovery:

- Promotion of and Support for Networks Addressing Safety, Protection and Wellbeing
 - Support efforts and activities identified through the relevant Regional Health Authorities and Ministry of Health
 - Support community-based structures that provide hotlines, crisis lines or direct services
 - Support recognized training initiatives to build local capacity to support recovery efforts
 - Education campaigns and awareness-raising initiatives
- Support for Community Outreach
 - Support community outreach to facilitate emotional support and appropriate service referrals
- Support for Community Resilience Building
 - Partner with social profits, NGOs and government to address needs of special populations in different stages of the recovery process

Community Partnerships Program	
Phase(s):	Relief During Evacuation Onwards

Recognizing CRC’s commitment to support community capacity, assets and resilience and reduce future vulnerabilities (as articulated in the Core Principles), a community grants program provides an opportunity for the community to identify projects, activities, and events supporting the recovery process. The Program is closely coordinated with key stakeholders to ensure that the views of government, community service providers, local residents and businesses are considered when approving projects. The program can support the following areas of assistance:

- Emergency Relief
 - Meeting the immediate needs of impacted populations through individual and community-based support
- Community Strengthening
 - Initiatives that bring community together and promote networks of support and community connectedness
- Safety & Wellbeing

- Services that address individual wellbeing and protection and strengthen formal and informal psychosocial support structures and networks
- Indigenous Programming
 - Support that meets the unique recovery needs and priorities of impacted Indigenous communities
- Disaster Risk Reduction
 - Support for small-scale, community-identified activities that would not be covered under Program 8 but which will supplement it by helping to mitigate and prepare for future fire and other emergencies

Support to Small Business	
Phase(s):	Relief During Evacuation Onwards

Accelerating business and economic recovery is crucial to rebuilding local communities. This program aims to stimulate local economy by assisting small business owners and, in turn, boosting employment in fire-affected areas. The Program is closely coordinated with key stakeholders such as government Ministries, Community Futures and other economic development agencies. CRC can provide or support the following areas of assistance:

- Business Recovery Support
 - Support with registration for, key information about and referrals to available services, assistance and resources for small business owners affected by the disaster
- Emergency Assistance Payments
 - Work to provide financial assistance for small business owners, including farmers, guide outfitters and ranchers
- Other Services May Include:
 - Promote linkages through referrals to available business counselling, mentoring and support services;
 - Provide business counselling and mentoring services
 - Fund the replacement of livelihood tools and materials
 - Support events that directly support the business community
 - Make additional education and training opportunities available to small business owners

Support to Re-Entry	
Phase(s):	Support to Return Home and Recovery Only

Working in close collaboration with the authorities and the Entity, CRC is able to provide the following services to support re-entry:

- Assessment and Planning Support
 - Working in close coordination with the authorities and the Entity, assess evacuee needs and intentions with regards to re-entry, allowing for more effective planning and minimizing unnecessary expenditure
- Transportation

- If/where required by the local authorities, CRC works in close coordination with the relevant authorities to arrange for transportation back to their community for evacuees without transportation
- Re-Entry Registration
 - Manage staggered re-entry (e.g. street by street) through re-entry registration and validation
- Re-Entry Assistance
 - Provide re-entry cash support and clean up kits for evacuees returning home
- Referrals
 - Further develop the CRC’s pre-existing referral network to provide clear and accessible information on a case by case basis and referral to other organizations best able to assist

Support to Self-Recovery	
Phase(s):	Support to Return Home and Recovery Onwards

Building on the support provided in Program 1 during the relief phase (Relief Support and Direct Financial Assistance), Support to Self-Recovery considers the unique needs of each individual household as they enter the early recovery phase, and promotes existing capacities and provides appropriate assistance to individuals and families to help them to rebuild and meet their needs.

Key activities may include:

- Case Management
 - Provide culturally sensitive case management to all evacuees to ensure a complete understanding of household needs and capacities, and support them through access to CRC services and other support networks
 - Provide outreach services to support the portion of the population who may be unable to access services directly
- Service Delivery
 - Provide registrants with direct assistance
 - Fund additional assistance for eligible households in line with CRC assistance guidelines. This may include financial assistance for basic needs including food, clothing, shelter and personal items.
- Referrals
 - Promote community connectedness through a comprehensive referral network for services and assistance

Transitional Shelter/Lodging/Housing Repair and Reconstruction	
Phase(s):	Transition/Early Recovery Onwards

In some recovery events housing is a core area of support. In close collaboration with the authorities, BC Housing, Indigenous Services Canada and other key stakeholders and in coordination with existing programs, CRC can provide the following shelter assistance for those planning to return home as well as those who are not able (or choose not) to return home. While

the type of assistance provided is based on need and capacity, including lack of insurance or inadequate insurance coverage, it may include the following components:

- Assistance for Immediate Housing Needs
 - Provide assistance to support eligible households with housing and housing-associated costs, including but not limited to rent, mortgage payments, and temporary accommodations, depending on the particular household requirements
- Assistance based on Vulnerability
 - Provide additional assistance for eligible households (depending on insurance status), including replacement of household contents and other support
- Housing Repair and Reconstruction
 - Provide assistance to support eligible households with housing repair and reconstruction costs, including but not limited to construction supplies, down payment and other rebuilding costs
- Other
 - Debris removal, outbuildings, building permits, and other transitional shelter support as required

Capacity-Building/Disaster Risk Reduction	
Phase(s):	Support to Return Home and Recovery Onwards

This program will work in close coordination with existing local and provincial government programs to ensure that Disaster Risk Reduction best practices are incorporated into the other streams of programming. The program will also designate specific resources to support capacity building at the household, community and regional level. Under this stream of programming, CRC can provide/support the following areas of assistance:

- Support to Building Local Capacity
 - Work in conjunction with local and regional authorities to augment the resources available for ‘fire or flood smart’ repairs and reconstruction, as most individuals will find that they have insufficient insurance coverage
 - Through community planning, identify key mitigation and preparedness priorities and support a range of activities to mitigate the impact of future emergencies
- Personal / Family / Community Preparedness Education
 - Coordinate with existing and planned preparedness activities led by local authorities and the Entity to provide supplementary preparedness education to households and communities in high-risk areas, including vulnerable communities, as requested

SCHEDULE “B” REPORTING SCHEDULE

CRC will make reasonable efforts to provide the following reporting with respect to the Services. All reports shall be provided to the Entity contact person as per the Notification Protocol unless otherwise directed. Where payment is requested, reports will include invoices.

PROVISION OF PROVINCIAL EMERGENCY SUPPORT SERVICES FOR LEVEL 1 & 2 RESPONSE

These provisions may be superseded by an emergency-specific agreement, where applicable.

Report	Content	Timing	Entity Response
Preparedness			
Annual Report	Narrative report on capacity development and preparedness activities (personnel, equipment, supply stocks, exercises); invoice for annual contribution.	April of each year	Within 30 days of receipt
Emergency Responses (to be completed)			
Response Report	Narrative and statistical report on services provided to emergency-affected persons for Level 2+ response.	Within 30 days following end of response operations.	Not required.

PROVISION OF RED CROSS SERVICES FOR LEVEL 3, 4 & 5 RESPONSE.

Reporting to be either aligned to Level 1 and Level 2, or an event specific letter of agreement activating the terms set out herein, but clarifying the reporting requirements. This will largely depend on if there is funding from Task Number, if there is a provincial specific agreement with EMBC, or if the CRC is contributing public funds.

SCHEDULE “C” ELIGIBLE COSTING RULES

RESPONSE LEVELS, ACTIVATION AND REIMBURSEABLE COSTS

PROVISION OF PROVINCIAL EMERGENCY SUPPORT SERVICES FOR LEVEL 1 & 2 RESPONSE

All direct aid expenses will be incurred in accordance with its eligible costing rules, subject to the terms of Task against a Task Number. Services will be delivered by CRC in accordance with EMBC ESS assistance guidelines, and subject to EMBC processes for cost recovery through the Entity.

PROVISION OF RED CROSS SERVICES FOR LEVEL 3, 4 & 5 RESPONSE.

The CRC will incur all direct aid expenses in accordance with its eligible costing rules, subject to the terms of Task against a Task Number.

Where Services are activated by the Entity, the CRC will seek reimbursement from the Entity for all direct costs incurred in relation to the provision of the Services.

For greater clarity, the CRC shall be permitted to bill all direct costs incurred for the performance of the Services including, but not limited to, personnel, travel, sub-contractor and direct aid costs in accordance with its own policies and procedures.

In Level 3+ response, the CRC shall also charge an overhead costing rate of 8 percent against all direct costs incurred.

SCHEDULE “D” NOTIFICATION PROTOCOL

The Parties designate the individuals identified below as their respective contacts in relation to the activation of Services or Stand By:

CRC:

Duty Officer: 1-888-800-6493

The CRC Duty Officer phone number provides 24/7 response capability and a single point of contact to the Entity, other partners, Emergency-Affected Persons, CRC personnel and the public.

Entity:

Name:

Phone:

Email:

Preferred means of communication: Phone

Alternate means: Email

Either Party may change its designated contact by written notice to the other Party.

To activate the Services for the Entity or place CRC on Stand By, the Entity shall make a request to the CRC contact indicated above and shall provide information about the Emergency or anticipated Emergency as set out below to facilitate the deployment of appropriate personnel and resources (Notification).

In the absence of Notification, CRC shall not be obligated to provide Services; however, if CRC receives notice directly from an affected community or otherwise becomes aware of a situation which may warrant the deployment of Services, CRC may contact the Entity and seek approval for the activation of Services. Furthermore, this Agreement does not restrict the ability of CRC to provide aid on its own initiative and at its own expense, outside of this Agreement.

When requesting or approving the activation of Services, or when requesting that CRC go on Stand By, the Entity shall provide the following information, to the extent applicable and available:

- i. the Task Number, or the information required to obtain a Task Number as outlined below;
- ii. the nature and location of the Emergency;
- iii. the time the Emergency occurred;

- iv. the number of affected people (if known);
- v. any current or possible evacuation, and the expected duration of the evacuation operation;
- vi. emergency services on scene;
- vii. the Services (per Schedule “A”) that are requested; and
- viii. the location of Emergency Sites or other locations where Services are needed or will be delivered;
- ix. any identified threats or hazards to the affected population or to CRC Personnel;
- x. location of affected vulnerable populations, such as long-term care facilities or hospitals;
- xi. any special instructions, limitations or risks; and
- xii. Entity liaison officer name(s) and contact information (if different from the Notification contact listed in this Section).

In order to enable the CRC to determine the eligibility of disaster-affected people, specific datasets will be required from the Entity in order to ensure the efficient, equitable and transparent delivery of digital assistance services. This data may include:

- i. data on the boundaries of impacted areas and/or evacuation boundaries, including geospatial polygons where available;
- ii. point data and/or address information for impacted residences;
- iii. information regarding the status of essential services such as hydro, water, heat, etc. within the relevant areas; and
- iv. relevant statistics related to the population, demographics, or other sociologically significant indicators of an affected community.

Data sets shall be conveyed in a machine-readable format (e.g. as raw data, not as a PDF). Where the datasets contain personal information they shall be transferred using encryption or a secure file transfer protocol site (FTP).

SCHEDULE “E” FUNDAMENTAL PRINCIPLES

Humanity	The International Red Cross and Red Crescent Movement, borne of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.
Impartiality	The Movement makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.
Neutrality	In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.
Independence	The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.
Voluntary Service	It is a volunteer relief movement not prompted in any manner by desire for gain.
Unity	There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.
Universality	The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

Intentionally Blank



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	CWPP Response from Contractors		
Author	Robert Whitney	Reviewed By:	Peter DeJong
Date	May 13, 2020	Version	
Issued for	May 19, 2020 Council Meeting		

Recommendation:

- (1) THAT Council provide direction to Staff as to which contractor to employ to complete a suitable Community Wildfire Protection Plan for Lions Bay; and
- (2) THAT the Mayor and Corporate Officer be authorized to execute an agreement accordingly.

Attachments:

- (1) Copy of Document 200501 Lions Bay Query Response.pdf;
- (2) Copy of Document Blackwell_LionsBayCWPPResponse.pdf.

Key Information:

During the April 7, 2020 Council Meeting staff was directed to take a list of concerns back to Diamondhead Consulting and BA Blackwell and Associates in order to gain information about how the contractors would take Council’s concerns into account when completing a Community Wildfire Protection Plan. Both contractors replied with the attached letters outlining how they would seek to address Council’s concerns.

The responses are summarized here to assist with discussion:

BA Blackwell Response:

- **Re: Tailoring the CWPP to the Community:** “Blackwell acknowledges the unique character of the Village of Lions Bay both in terms of location and composition (where development is both intermixed and at the interface with continuous forested areas) and is cognisant of the types of resource and capacity challenges faced by smaller communities such as Lions Bay.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

CWPPs are high level planning documents that provide Local Governments with a comprehensive wildfire risk reduction strategy and associated recommendations implementable over a term of 5 to 10-years. As part of the CWPP development process, our company works closely with Local Governments to build personalized plans that identify actionable items in the following areas: 1. FireSmart planning and activities; 2. Community communication and education; 3. Other prevention measures; 4. Fuel Management; 5. Structure protection and planning (i.e., FireSmart activities); 6. Emergency response and preparedness; 7. Evacuation and access; and 8. Planning and development.

It is important to note that CWPPs are intended to work as a framework for Local Governments to inform the implementation of wildfire risk reduction strategies. The CWPP document will consider the Village's unique priorities, constraints and values, and will account for evolving factors such as resources, capacity and community sentiment towards wildfire risk."

- **Re: Recommendations and the capacity of the community to carry them out:** "The recommendations provided in the document will be tailored based on the results of our wildfire threat assessments, as well as the needs of the community. Given that the FireSmart program is a phased approach to wildfire risk reduction, all associated recommendations can be implemented incrementally, and adapted to individual communities' needs."
- **Re: Firesmart:** "The FireSmart program is intended as a means for Local Governments and residents to share the responsibility of protecting the community and reduce wildfire risk. For example, the aim is not to eliminate risk altogether, but to collaboratively work to reduce it both at the individual homeowner level and the community level (i.e., focusing on reducing risk of ignition within the 10 m home ignition zone and implementing FireSmart principles around Village critical infrastructure, respectively). As part of the new Community Resiliency Investment Program, most phases and activities under the FireSmart program are fundable, in order to ensure Local Governments can access grants to cover the costs of training or hiring staff or consultants to assist in implementing proposed recommendations. A fundable FireSmart activity of potential interest to the Village may be the



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

implementation of a FireSmart Local Rebate Program, where the Village acts as a facilitator for individual homeowners to access up to 50% of costs or maximum \$500/property towards eligible FireSmart activities.”

Diamondhead Consulting Response:

- Re: Tailoring the CWPP to the community:** “It is often simpler and more efficient for a CWPP author to follow the template without deviations. However it is our team’s belief that each community is different, and each CWPP requires a different approach. We aim to provide a CWPP that not only meets the CRI standards, but also meets the needs of the community. Diamond Head does this by keeping our workflow tightly focused; we typically complete 2-3 CWPP’s a year to avoid exceeding our capacity to provide a quality product.”
- Re: Recommendations and the capacity of the community to carry them out:** “A recommendation that is beyond community capacity to implement will not be effective. A better approach is to understand *why* that recommendation might be beyond capacity and refine recommendations to be focused and incremental through collaboration with community staff members. In the past, Diamond Head has suggested phasing for recommendations with considerable program implications to allow incremental implementation. We aim to provide a suite of risk reduction tools for the communities we work with, rather than a mandatory list of programs or actions.”
- Re: Firesmart:** “FireSmart goals can conflict with other landscape management goals; for example when trees are protecting sensitive fish habitat. Often CWPP’s fail to capture these values when promoting FireSmart compliance. Our approach is to use multiple different tools for reducing wildfire risk, and we include FireSmart planning as one of these tools. A discussion of FireSmart and its relevance to the community is a critical component of a CWPP, but its application and utility to a community will vary considerably based on community values and management objectives. We use the CWPP to provide an understanding of how FireSmart can be applied within Lions Bay to reduce wildfire risk reduction while addressing other management goals. We can also, with support from Lions Bay staff, provide decision making tools for where and how to apply FireSmart principles, and how to make decisions when FireSmart recommendations conflict with other objectives.”



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

As can be seen, each consultant is not only aware of the issues raised by Council, but also appears to be ready to work with Lions Bay to make sure those concerns are reflected in the CWPP.

Options:

- (1) Contract with Diamondhead Consulting.
- (2) Contract with BA Blackwell and Associates.
- (3) Do nothing: Do not pursue the creation of a new CWPP.

Preferred Option: The recommendation of staff remains Option 1, accepting the Diamond Head proposal. This proposal appears to be more in depth and will presumably provide a CWPP that is more customized to the community of Lions Bay. The Diamond Head proposal also indicates that there are options that can be added to the project that would improve the plan from a public relations perspective (i.e. a brochure and open house hosted by the consulting team to increase and improve public awareness about wildfire risk and mitigation methods – this could take place in spring 2021).

Financial Considerations: The cost of the project will be covered by the UBCM grant that we have been awarded to complete a new CWPP.

Legal Considerations: Under the Emergency Program Act the Local Authority is required to undertake planning for identified hazards. The CWPP is an principle form of planning and mitigation for wildfire hazards, including for Lions Bay.

Follow Up Action: Staff can enter into the contract with the selected contractor and work can begin on the 2020 Community Wildfire Protection Plan.

Communication Plan: Once completed the Wildfire Protection Plan can be posted on the Village website. It is also recommended that public education efforts be undertaken in the form of an open house with the contractor and educational literature to be distributed at the Village Office pending an Open House. A mail drop could also be implemented.

B. A. BLACKWELL AND ASSOCIATES LTD.

270 -18 Gostick Place, North Vancouver, B.C. V7M 3G3
Telephone: (604) 986-8346 Fax: (604) 986-8246
www.bablackwell.com

May 4, 2020

Robert Whitney, Deputy Emergency Program Coordinator
The Municipality of the Village of Lions Bay
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0

Dear Mr. Whitney,

Thank you for reaching out to request additional clarification with regards to various concerns raised by Council in relation to the Lions Bay Community Wildfire Protection Plan (CWPP). Blackwell acknowledges the unique character of the Village of Lions Bay both in terms of location and composition (where development is both intermixed and at the interface with continuous forested areas) and is cognisant of the types of resource and capacity challenges faced by smaller communities such as Lions Bay.

CWPPs are high level planning documents that provide Local Governments with a comprehensive wildfire risk reduction strategy and associated recommendations implementable over a term of 5 to 10-years. As part of the CWPP development process, our company works closely with Local Governments to build personalized plans that identify actionable items in the following areas: 1. FireSmart planning and activities; 2. Community communication and education; 3. Other prevention measures; 4. Fuel Management; 5. Structure protection and planning (i.e., FireSmart activities); 6. Emergency response and preparedness; 7. Evacuation and access; and 8. Planning and development. It is important to note that CWPPs are intended to work as a framework for Local Governments to inform the implementation of wildfire risk reduction strategies. The CWPP document will consider the Village's unique priorities, constraints and values, and will account for evolving factors such as resources, capacity and community sentiment towards wildfire risk.

The recommendations provided in the document will be tailored based on the results of our wildfire threat assessments, as well as the needs of the community. Given that the FireSmart program is a phased approach to wildfire risk reduction, all associated recommendations can be implemented incrementally, and adapted to individual communities' needs. The FireSmart program is intended as a means for Local Governments and residents to share the responsibility of protecting the community and reduce wildfire risk. For example, the aim is not to eliminate risk altogether, but to collaboratively work to reduce it both at the individual homeowner level and the community level (i.e., focusing on reducing risk of ignition within the 10 m home ignition zone and implementing FireSmart principles around Village critical infrastructure, respectively). As part of the new Community Resiliency Investment Program, most phases and activities under the FireSmart program are fundable, in order to ensure Local Governments can access grants to cover the costs of training or hiring staff or consultants to assist in implementing proposed recommendations. A fundable FireSmart activity of potential interest to the Village may be the implementation of a FireSmart Local Rebate Program, where the Village acts as a facilitator for individual

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www.bablackwell.com

homeowners to access up to 50% of costs or maximum \$500/property towards eligible FireSmart activities.

With regards to tree removal and slope stability, the following are important considerations that must be accounted for at the assessment phase: 1. Both FireSmart and fuel treatments require a thin-from-below approach, where smaller trees are prioritized for removal, and large/significant trees are retained and pruned to reduce the risk of ignition and crown fire initiation; 2. The removal of small diameter trees does not generally impact slope stability as their root systems are shallow and are not intertwined with adjacent trees; 3. The process of tree removal is highly selective and dependent on the site specific findings/requirements. 4. Additional safety measures can be provided by a qualified professional following a geotechnical assessment (i.e., tree cutting is acceptable, but the stump and root system should be retained). In intermixed development areas, additional options may be recommended such as the use of exterior sprinkler systems.

Lastly, with regards to the concern of lot size impacts and FireSmart compliance limitations, it is important to note that homeowners can create defensible space and retain vegetation if using appropriate landscaping choices such as broadleaf evergreens, deciduous, herbs and/or shrubs. The focus of FireSmart is to reduce ignition potential adjacent to the home, through the removal of hazardous vegetation which refers to coniferous native and ornamental vegetation (i.e., cedar, yew, juniper, and ornamental conifers). Additionally, the use of bark mulch or ornamental grasses is advised against within the Priority Zone 1a (0-1.5 m from the property footprint). In general, the lot size does not represent a limiting factor in implementing aspects FireSmart principles.

Please do not hesitate to reach out to us if you require any further information.

Sincerely,



Bruce A. Blackwell, M.Sc., R.P. Bio, R.P.F.
B.A. Blackwell & Associates Ltd.



May 1, 2020

Dear Robert Whitney:

RE: Community Wildfire Protection Plan

Thank you for your feedback and questions regarding our proposal for a new Community Wildfire Protection Plan (CWPP) for the Village of Lions Bay. This letter is a response to your feedback and questions, as well as the questions and concerns of council members.

The CWPP framework created by the Community Resiliency Investment Program (CRI) is intended as a standardized document for communities in BC. There is considerable flexibility and latitude within this standard to ensure that the CWPP explicitly addresses the unique characteristics of the target community and landbase. It is often simpler and more efficient for a CWPP author to follow the template without deviations. However it is our team's belief that each community is different, and each CWPP requires a different approach. We aim to provide a CWPP that not only meets the CRI standards, but also meets the needs of the community. Diamond Head does this by keeping our workflow tightly focused; we typically complete 2-3 CWPP's a year to avoid exceeding our capacity to provide a quality product.

Capacity is often a challenge for smaller communities. As stated above, CWPP's must be contextualized into the community they are designed for, and that includes an understanding of the capacity to implement recommendations. A recommendation that is beyond community capacity to implement will not be effective. A better approach is to understand *why* that recommendation might be beyond capacity, and refine recommendations to be focused and incremental through collaboration with community staff members. In the past, Diamond Head has suggested phasing for recommendations with considerable program implications to allow incremental implementation. We aim to provide a suite of risk reduction tools for the communities we work with, rather than a mandatory list of programs or actions. CRI has funding available for supporting implementation of recommendations, and our project team will ensure that wherever possible implementation of recommendations can make use of CRI funding.

FireSmart Canada is highly prescriptive and is focused on wildfire risk reduction. However, trees and greenspace provide a multitude of other values that are not captured when viewed through a FireSmart lens. FireSmart goals can conflict with other landscape management goals; for example when trees are protecting sensitive fish habitat. Often CWPP's fail to capture these values when promoting FireSmart compliance. Our approach is to use multiple different tools for reducing wildfire risk, and we include FireSmart planning as one of these tools. A discussion of FireSmart and its relevance to the community is a critical component of a CWPP, but its application and utility to a community will vary considerably based on community values and management objectives. We use the CWPP to provide an understanding of how FireSmart can be applied within Lions Bay to reduce wildfire risk reduction while addressing other management goals. We can also, with support from Lions Bay staff, provide decision



making tools for where and how to apply FireSmart principles, and how to make decisions when FireSmart recommendations conflict with other objectives.

I hope this input has been helpful. Feel free to let me know if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Conor Corbett', is written over a light blue horizontal line.

Conor Corbett, RPF

Forester, Project Manager

Diamond Head Consulting

CC: Peter DeJong; Mike Coulthard



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Information Report		
Title	Evacuation Planning		
Author	Robert Whitney	Reviewed By:	Peter DeJong
Date	May 13, 2020	Version	
Issued for	May 19, 2020 Council Meeting		

Recommendation:

THAT the Information Report “Evacuation Planning” be received.

Attachments:

None

Key Information:

The topic of evacuation planning can be one that is of great import in a community with a complex hazard landscape like Lions Bay. From my understanding this issue was brought up in 2009 and resulted in a high-level evacuation plan being prepared and added to the then-current Emergency Plan. This evacuation planning has continued through the 2015 update and into the current Emergency Plan (2019) with some minor reorganization.

The Emergency Program has “expanded evacuation planning” on the list of projects to be completed. In order to determine what needs to be done the Emergency Program has looked to recent evacuation documents created by Squamish and Whistler as an example. Evacuation planning does not generally drill down to the point of providing specific directions on how to evacuate the community; such direction is determined in the Emergency Operations Centre at the time of an event based on what is happening. Instead evacuation pre-planning is generally at a relatively high level and forms the basis for detailed evacuation planning done during an event. This is not to say that pre-planning will be devoid of details or the identification of potential issues that will need to be addressed in a new evacuation plan.

The following are components identified as needing to be done:



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

- **Traffic analysis:** Squamish and Whistler used detailed traffic analysis to inform a large portion of their evacuation planning. This analysis included everything from highway capacities to determining how long it would take to evacuate each neighbourhood based on population, number of vehicles and road conditions/challenges. This analysis allowed the planners to determine the length of time it would take to evacuate both communities and allowed them to identify potential problem areas before they are encountered during an actual event.
- **Division of Lions Bay into Evacuation Zones:** In order to facilitate partial evacuations or tactical evacuations the Village can be divided into a number of zones with all zone routes identified and assessed. **Designation of rally/meeting points:** to assist with people having centralized points to meet up if they are helping neighbours to evacuate these points should be identified and provided to residents on a map of the Village.
- **Population details of the Village needs to be confirmed:** Beyond the population of the Village, evacuation planning needs to consider detailed populations (i.e. nighttime vs. daytime populations, summer vs. winter populations etc.) This would need to take into account those at school during the day and secondary suites, etc.
- **Evacuation procedures need to be developed for Village staff:** these will be used to determine thresholds for when evacuations need to be called, as well as outlining the steps that staff need to undertake to call evacuations. Evacuation notification procedures are included here.

Follow Up Action: The Emergency Program will start the development of expanded evacuation planning by applying for the UBCM grant for Evacuation Planning to carry out the steps outlined above. This grant application process is currently on hold due to the COVID-19 situation, however when the process opens again our application will be made.

Communication Plan: 1) The Evacuation Annex will be included in the Emergency Plan when complete; 2) Evacuation Pamphlets should be prepared with basic evacuation advice and steps for the public, as well as a map of the Village outlining evacuation zones and rally/meeting points; 3) A public version of the Evacuation Annex can be made available on the Village website that does not include sensitive internal procedures.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Application for Parking of Extraordinary Vehicle: Feedback		
Author	Karla Duarte	Reviewed By:	Peter DeJong
Date	May 15, 2020	Version	1
Issued for	May 19, 2020 Regular Council Meeting		

Recommendation:

THAT Council approves the May 14, 2020 Application for Parking of Extraordinary Vehicle with the following provisions:

1. Parking location of the trailer shall be across from 380 Bayview Place, per the designation of the Manager of Public Works.

Attachments:

- (1) Application for Parking of Extraordinary Vehicle
- (2) Feedback from Public Works Manager
- (3) Feedback from neighbours for Application for Parking of Extraordinary Vehicle across from 425 Upper Bayview Rd.

Key Information:

The Village of Lions Bay has received an application for parking of extraordinary vehicle across from 425 Upper Bayview Rd. The application is required under Bylaw 413, s. 11(c), which states:

*Despite 11-(1) and 11-(2), if **Council** deems that it is dangerous or impractical to **park an extraordinary vehicle** or trailer by an owner on real property occupied by the owner, by reason of the topography of that real property, the **Manager Public Works** may designate and specify a **parking space on the highway** for the vehicle or trailer, under the following circumstances:*

- if **Council** approves a written application to **Council** by the owner of the vehicle or trailer, such approval shall be valid for no longer than 3 years, after which time the owner of the vehicle must remove it or reapply;*
- upon payment to the **Village** of an annual fee in accordance with Fees Bylaw No. 497, 2016, as amended.*

An Extraordinary vehicle is defined as:



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

“Extraordinary vehicle” means any vehicle having a licensed gross vehicle weight rating of 5,000 kg or more, or a vehicle having an overall length including any attached trailer exceeding 6.1 metres, except for vehicles owned or leased by the **Village** or its agents;

The driveway at 400 Bayview Place is very steep as shown in the photo below:



The application notes that the length of the trailer is 6.4 metres and 8.5 metres wide. The preferred place to park would be across from 380 Bayview Place, as per the feedback from the Public Works Manager.





THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Staff polled and contacted the neighbours on all sides, within 90 metres of the parking spot and the feedback is attached for information.

Follow Up Action and Communication: Per Council direction



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

APPLICATION FOR PARKING OF EXTRAORDINARY VEHICLE

As defined in Traffic and Parking Bylaw No. 413, any vehicle over 6.1 metres in length, including any attached trailer, or with a licensed gross vehicle weight exceeding 5,000 kgs is an "extraordinary vehicle". It may not park with any part of it on municipal property. A resident unable to accommodate it on their own property should store it elsewhere in commercial premises. If lack of ready access to the vehicle would cause genuine hardship, e.g. if it is used primarily for work within the Village or is the resident's sole means of transport, a yearly application may be made to Council to park it on municipal property. Approval will depend on whether the Village has appropriate space to accommodate the vehicle, any emergency or road safety issues, and whether parking it in a neighborhood would create issues. You will be informed within 6 weeks of the date of application whether it has been approved. If so, approval is for a one-year period and monthly parking fees will apply.

REQUIRED INFORMATION

- 1. Type and make of vehicle(s) including trailer: 2006 wells Cargo
- 2. Licensed Gross Vehicle Weight in kgs: 3492 KG
- 3. Length of vehicle(s) in metres: 6.4m
- 4. Vehicle(s) license plate number(s): [REDACTED]
- 5. Is there a preferred place to park on municipal property (address, side of street):
Across from 425 Upper Bayview Rd
- 6. Names and addresses of neighbours on all sides within 90 metres of this parking spot:
 - a. 425 Upper Bayview Rd, Dave Bruynesteyn [REDACTED]
 - b. 435 Upper Bayview Rd, Tom and Diane Burke [REDACTED]
 - c. 396 Bayview Plc, Sharon Raymond, [REDACTED]
 - d. 395 Bayview Plc, G Baynard, [REDACTED]
 - e. 450 Upper Bayview Rd, Robert and Rose Dawson [REDACTED]
 - f. _____
 - g. _____
 - h. _____

Monthly fee structure for parking of extraordinary vehicle or trailer on Village property, with permission of Council:
 Vehicle or trailer 6.1- 6.5 metres in length - \$80 per month
 Vehicle or trailer 6.5-7.7 metres in length - \$110 per month
 Vehicle or trailer over 7.7 metres in length - \$135 per month

Name of Applicant: Nevin Welch
 Address: 400 Bayview Place
 Phone: [REDACTED] Email: [REDACTED]
 Signature: [REDACTED] Date: 05/14/20



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

THIS SIDE FOR OFFICE USE ONLY

Public Works Input re potential impact on road safety or snow removal if vehicle parked in desired spot:

Fire Chief Input re potential impact on emergency access if vehicle parked in desired spot:

Village Manager Input

Any comments re issues for neighborhood in accommodating the vehicle?

Summary/Recommendation: Is Village in a position to accommodate the vehicle?

Council Decision

Permit is Approved Rejected

Date: _____

From: [Lions Bay Reception](#)
To: [Lions Bay Office](#)
Subject: 425 Bayview RoadFW: Extraordinary Parking Permit
Date: Friday, May 15, 2020 8:37:41 AM

Please see below.

Karen Jeffery

Administrative Assistant

The Village of Lions Bay

PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada
Tel: (604) 921-9333 | Fax: (604) 921-6643 | www.lionsbay.ca

From: allisonbruynesteyn [REDACTED]
Sent: Thursday, May 14, 2020 10:07 PM
To: Lions Bay Reception <reception@lionsbay.ca>
Subject: Re: Extraordinary Parking Permit

Hello Karen,
Thanks for your email. For the reasons noted in my husband's email, I too am not in favour of this.
Thank you,
Allison Bruynesteyn

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Lions Bay Reception <reception@lionsbay.ca>
Date: 2020-05-14 2:01 PM (GMT-08:00)
To: "'Allison Bruynesteyn' [REDACTED]
'Dave Bruynesteyn' [REDACTED]
Subject: Extraordinary Parking Permit

Dear Allison and Dave,

An Extraordinary Parking Permit has been submitted by your neighbor Nevin Welch at 400 Bayview Place. He is requesting that he have a permanent location to park his 2000 Wells Cargo Trailer, license plate [REDACTED], which is 6.4 metres long. He would like to park it across from 425 Bayview Road.

As a neighbor within 90 metres of the proposed parking space, you have the opportunity to give feedback for this application. If you can please get back to us as soon as possible (preferably no later than tomorrow by noon, May 15th) that would be very helpful.

Some background on the Village's Extraordinary Parking Permit Application process:

As defined in Traffic and Parking Bylaw No. 413, any vehicle over 6.1 metres in length, including any attached trailer, or with a licensed gross vehicle weight exceeding 5,000 kgs is an "extraordinary vehicle". It may not park with any part of it on municipal property. A resident unable to accommodate it on their own property should store it elsewhere in commercial premises. If lack of ready access to the vehicle would cause genuine hardship, e.g. if it is used primarily for work within the Village or is the resident's sole means of transport, a yearly application may be made to Council to park it on municipal property. Approval will depend on whether the Village has appropriate space to accommodate the vehicle, any emergency or road safety issues, and whether parking it in a neighborhood would create issues.

We look forward to hearing from you at your earliest convenience.

Thank you very much,

Karen Jeffery
Administrative Assistant

[image008]<<http://www.lionsbay.ca/>>The Village of Lions Bay
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada
Tel: (604) 921-9333 | Fax: (604) 921-6643 | www.lionsbay.ca<<http://www.lionsbay.ca/>>

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From: [Lions Bay Reception](#)
To: [Lions Bay Office](#)
Subject: 425 Bayview Road FW: Extraordinary Parking Permit
Date: Thursday, May 14, 2020 2:31:55 PM

Please see second email from Dave Bruynesteyn below.

Karen Jeffery
Administrative Assistant

The Village of Lions Bay
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada
Tel: (604) 921-9333 | Fax: (604) 921-6643 | www.lionsbay.ca

-----Original Message-----

From: [REDACTED]
Sent: Thursday, May 14, 2020 2:29 PM
To: Lions Bay Reception <reception@lionsbay.ca>
Subject: RE: Extraordinary Parking Permit

Yes please do. We do not want that large white trailer across the street from our lovely home. The spot in front of our place is very muddy and the spot across the street from him is new crushed road base. Pass along, cheers I am curious - since the village just fixed the storm drain across the street from Nevis house and its packed road crush- why does he not park it there on his street?
I have spoken with my three neighbours and they are not in favour either.

Disclaimer: This email is intended only for the person addressed. It may contain confidential information and/or privileged material. If you receive this in error, Please notify the sender immediately and delete the information from your computer.

Please do not copy or use it for any purpose nor disclose its contents to any other person

-----Original Message-----

From: Lions Bay Reception <reception@lionsbay.ca>
Sent: May 14, 2020 2:26 PM
[REDACTED]
Subject: RE: Extraordinary Parking Permit

Hi Dave,

This is the type of feedback they are looking for, so if you want me to pass along this suggestion, I am happy to do that?

Thanks
Karen

Karen Jeffery
Administrative Assistant

The Village of Lions Bay
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada
Tel: (604) 921-9333 | Fax: (604) 921-6643 | www.lionsbay.ca

-----Original Message-----

From: [REDACTED]
Sent: Thursday, May 14, 2020 2:22 PM
To: Lions Bay Reception <reception@lionsbay.ca>
Subject: RE: Extraordinary Parking Permit

Karen I am curious - since the village just fixed the storm drain across the street from Nevis house and its packed road crush- why does he not park it there on his street?
I have spoken with my three neighbours and they are not in favour either.

Disclaimer: This email is intended only for the person addressed. It may contain confidential information and/or privileged material. If you receive this in error, Please notify the sender immediately and delete the information from your computer.

Please do not copy or use it for any purpose nor disclose its contents to any other person

-----Original Message-----

From: Lions Bay Reception <reception@lionsbay.ca>
Sent: May 14, 2020 2:02 PM
To: 'Allison Bruynesteyn' [REDACTED]
'Dave Bruynesteyn' [REDACTED]
Subject: Extraordinary Parking Permit

Dear Allison and Dave,

An Extraordinary Parking Permit has been submitted by your neighbor Nevin Welch at 400 Bayview Place. He is requesting that he have a permanent location to park his 2000 Wells Cargo Trailer, license plate [REDACTED], which is 6.4 metres long. He would like to park it across from 425 Bayview Road.

As a neighbor within 90 metres of the proposed parking space, you have the opportunity to give feedback for this application. If you can please get back to us as soon as possible (preferably no later than tomorrow by noon, May 15th) that would be very helpful.

Some background on the Village's Extraordinary Parking Permit Application process:

As defined in Traffic and Parking Bylaw No. 413, any vehicle over 6.1 metres in length, including any attached trailer, or with a licensed gross vehicle weight exceeding 5,000 kgs is an "extraordinary vehicle". It may not park with any part of it on municipal property. A resident unable to accommodate it on their own property should store it elsewhere in commercial premises.

If lack of ready access to the vehicle would cause genuine hardship, e.g. if it is used primarily for work within the Village or is the resident's sole means of transport, a yearly application may be made to Council to park it on municipal property. Approval will depend on whether the Village has appropriate space to accommodate the vehicle, any emergency or road safety issues, and whether parking it in a neighborhood would create issues.

We look forward to hearing from you at your earliest convenience.

Thank you very much,

Karen Jeffery
Administrative Assistant

[image008]<<http://www.lionsbay.ca/>>The Village of Lions Bay PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada

Tel: (604) 921-9333 | Fax: (604) 921-6643 | www.lionsbay.ca<<http://www.lionsbay.ca/>>

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<https://www.avg.com>

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From: [Lions Bay Reception](#)
To: [Lions Bay Office](#)
Subject: 395 Bayview Place FW: Extraordinary Parking Permit
Date: Thursday, May 14, 2020 2:51:31 PM

Please see response below.

Karen Jeffery

Administrative Assistant

The Village of Lions Bay

PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada
Tel: (604) 921-9333 | Fax: (604) 921-6643 | www.lionsbay.ca

From: Gilbert Raynard [REDACTED]
Sent: Thursday, May 14, 2020 2:48 PM
To: Lions Bay Reception <reception@lionsbay.ca>; [REDACTED]
Subject: RE: Extraordinary Parking Permit

Dear Lions Bay Council:

We are completely opposed to this trailer being parked there.

Many streets in Lions Bay (including Bayview Road and Bayview Place) are already in an unsightly condition from all the street parking. Both the vehicles themselves and the destruction of the grassy verges by the tires.

Many of us, including my wife and I, have spent tens of thousands of dollars building parking areas on our properties to avoid parking cars on the street.

The address in question already has a Recreational Vehicle permanently parked at the entrance to the driveway (probably mostly on city land).

I believe that homeowner has the ability to build an off street parking spot off of Lower Bayview Road at the bottom of his lot.

Yours Truly

Gilbert and Beatriz Raynard

Gilbert Raynard, P.Eng., Struct.Eng., PE, SE
Principal
[REDACTED]

Read Jones Christoffersen Ltd.
Engineers

From: Lions Bay Reception <reception@lionsbay.ca>
Sent: May 14, 2020 2:11 PM
To: [REDACTED]
Cc: Gilbert Raynard [REDACTED]

Subject: Extraordinary Parking Permit

Dear Gilbert and Beatriz,

An Extraordinary Parking Permit has been submitted by your neighbour Nevin Welch at 400 Bayview Place. He is requesting that he have a permanent location to park his 2000 Wells Cargo Trailer, license plate # [REDACTED] which is 6.4 metres long. He would like to park it across from 425 Bayview Road.

As a neighbour within 90 metres of the proposed parking space, you have the opportunity to give feedback for this application. If you can please get back to us as soon as possible (preferably no later than tomorrow by noon, May 15th) that would be very helpful so that it can be submitted to Council for approval.

Some background on the Village's Extraordinary Parking Permit Application process:

As defined in Traffic and Parking Bylaw No. 413, any vehicle over 6.1 metres in length, including any attached trailer, or with a licensed gross vehicle weight exceeding 5,000 kgs is an "extraordinary vehicle". It may not park with any part of it on municipal property. A resident unable to accommodate it on their own property should store it elsewhere in commercial premises. If lack of ready access to the vehicle would cause genuine hardship, e.g. if it is used primarily for work within the Village or is the resident's sole means of transport, a yearly application may be made to Council to park it on municipal property. Approval will depend on whether the Village has appropriate space to accommodate the vehicle, any emergency or road safety issues, and whether parking it in a neighborhood would create issues.

We look forward to hearing from you at your earliest convenience.

Thank you very much,

Karen Jeffery

Administrative Assistant

The Village of Lions Bay

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From: [Lions Bay Reception](#)
To: [Lions Bay Office](#)
Subject: 450 Bayview Road FW: Extraordinary Parking Permit
Date: Friday, May 15, 2020 8:36:53 AM

Please see response below.

Karen Jeffery
Administrative Assistant

The Village of Lions Bay
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada
Tel: (604) 921-9333 | Fax: (604) 921-6643 | www.lionsbay.ca

-----Original Message-----

From: Rose Dawson [REDACTED]
Sent: Thursday, May 14, 2020 8:18 PM
To: Lions Bay Reception <reception@lionsbay.ca>
Subject: Re: Extraordinary Parking Permit

We do not approve of this request to park his cargo trailer across from 425 Bayview Place.
Regards,
Rose and Bob Dawson

-----Original Message-----

From: Lions Bay Reception
Sent: Thursday, May 14, 2020 2:04 PM
To: 'R A Dawson (radawson@telus net)'
Subject: Extraordinary Parking Permit

Dear Robert and Rose,

An Extraordinary Parking Permit has been submitted by your neighbour Nevin Welch at 400 Bayview Place. He is requesting that he have a permanent location to park his 2000 Wells Cargo Trailer, license plate # [REDACTED], which is 6.4 metres long. He would like to park it across from 425 Bayview Road.

As a neighbour within 90 metres of the proposed parking space, you have the opportunity to give feedback for this application. If you can please get back to us as soon as possible (preferably no later than tomorrow by noon, May 15th) that would be very helpful so that it can be submitted to Council for approval.

Some background on the Village's Extraordinary Parking Permit Application process:

As defined in Traffic and Parking Bylaw No. 413, any vehicle over 6.1 metres in length, including any attached trailer, or with a licensed gross vehicle weight exceeding 5,000 kgs is an "extraordinary vehicle". It may not park with any part of it on municipal property. A resident unable to accommodate it on their own property should store it elsewhere in commercial premises.

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We look forward to hearing from you at your earliest convenience.

Thank you very much,

Karen Jeffery
Administrative Assistant

[image008]<<http://www.lionsbay.ca/>>The Village of Lions Bay PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada

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From: [Lions Bay Reception](#)
To: [Lions Bay Office](#)
Subject: [REDACTED] FW: Extraordinary Parking Permit
Date: Thursday, May 14, 2020 4:51:32 PM

Here is a response from [REDACTED]

Karen Jeffery
Administrative Assistant

The Village of Lions Bay
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada
Tel: (604) 921-9333 | Fax: (604) 921-6643 | www.lionsbay.ca

-----Original Message-----

From: Sharon Raymond [REDACTED]
Sent: Thursday, May 14, 2020 4:41 PM
To: Lions Bay Reception <reception@lionsbay.ca>
Subject: Re: Extraordinary Parking Permit

Hello Karen:

Re: Bylaw 413

I am aware that Nevin has been trying to find a location to park his trailer. I have no objection to him parking his trailer across from 425 Bayview Road.

Yours truly,
Sharon Raymond

> On May 14, 2020, at 2:05 PM, Lions Bay Reception <reception@lionsbay.ca> wrote:
>
> <[winmail.dat](#)>

From: [Lions Bay Reception](#)
To: [Lions Bay Office](#)
Subject: 435 Bayview Road FW: Extraordinary Parking Permit
Date: Friday, May 15, 2020 10:59:43 AM

Response from [REDACTED]

Karen Jeffery

Administrative Assistant

The Village of Lions Bay

PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada

Tel: (604) 921-9333 | Fax: (604) 921-6643 | www.lionsbay.ca

From: Thomas Burke [REDACTED]
Sent: Friday, May 15, 2020 10:16 AM
To: Lions Bay Reception <reception@lionsbay.ca>
Subject: Fwd: Extraordinary Parking Permit

I understand that parking trailers in Lions Bay is challenging but I am opposed to the trailer being parked where requested. Our street has little parking and many of the neighbours utilize that spot especially during winter conditions.

Sincerely;
Tom Burke

Sent from my iPhone

Begin forwarded message:

From: Di-Anne [REDACTED]
Date: May 14, 2020 at 2:59:57 PM PDT
To: Tom Burke [REDACTED]
Subject: Fwd: Extraordinary Parking Permit

Begin forwarded message:

From: Lions Bay Reception <reception@lionsbay.ca>
Subject: Extraordinary Parking Permit
Date: May 14, 2020 at 2:03:45 PM PDT
To: "Di-Anne Burke" [REDACTED]

Dear Di-Anne and Thomas,

An Extraordinary Parking Permit has been submitted by your neighbour Nevin Welch at 400 Bayview Place. He is requesting that he have a permanent location to park his 2000 Wells Cargo Trailer, license plate # [REDACTED] which is 6.4 metres long. He would like to park it across from 425 Bayview Road.

As a neighbour within 90 metres of the proposed parking space, you have the opportunity to give feedback for this application. If you can please get back to us as soon as possible (preferably no later than tomorrow by noon, May 15th) that would be very helpful so that it can be submitted to Council for approval.

Some background on the Village's Extraordinary Parking Permit Application process:

As defined in Traffic and Parking Bylaw No. 413, any vehicle over 6.1 metres in length, including any attached trailer, or with a licensed gross vehicle weight exceeding 5,000 kgs is an "extraordinary vehicle". It may not park with any part of it on municipal property. A resident unable to accommodate it on their own property should store it elsewhere in commercial premises. If lack of ready access to the vehicle would cause genuine hardship, e.g. if it is used primarily for work within the Village or is the resident's sole means of transport, a yearly application may be made to Council to park it on municipal property. Approval will depend on whether the Village has appropriate space to accommodate the vehicle, any emergency or road safety issues, and whether parking it in a neighborhood would create issues.

We look forward to hearing from you at your earliest convenience.

Thank you very much,

Karen Jeffery
Administrative Assistant

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<winmail.dat>

PW Feedback for Extraordinary Vehicle Application for 400 Bayview Place.

Public Works Input on the Application for Parking of Extraordinary Vehicles by Nevin Welch of 400 Bayview Place. The trailer is a 2000 Wells Cargo trailer that measures large at 2.6 m wide and 6.4 m in length. The trailer's gross weight is 3492 Kg.

The location across from 425 Upper Bayview is where the owners of 425 used to park their horse trailer. There is space to pull off the road; however, if the trailer is not tucked tightly into the spot, there is the potential of causing vehicles to edge very close to the road centreline to provide a comfortable distance between vehicles and the parked trailer. This can create a hazardous situation if a vehicle happens to be travelling in the opposite direction at the same time.

There is a newly gravelled area across from the applicant's home where the trailer was parked on occasion as depicted in the photo below. This is the area of the most recent water main break and is also the site



of PRV 4. Unfortunately, due the overall length of the truck and trailer, parking here blocks critical access to our PRV station. The station is classified by WorkSafeBC as a confined space and not only must we have adequate space to park a Public Works truck next to the station, but we must ensure adequate space in the event a worker gets trapped or passes out and requires Fire Rescue intervention to extricate the worker.

A more palatable option would be to park the truck and trailer across the street from 380 Bayview Place:



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Royal Gendamerie
Canadian royale
Mounted du
Police Canada

Security Classification/Designation
Classification/désignation sécuritaire

Unclassified

Inspector Kara TRIANCE
OIC Sea to Sky RCMP
1000 Finch Drive
Squamish, BC
V8B 0M5

Your File Votre référence

Village of Lions Bay
400 Centre Road
Lions Bay, BC
V0N 2E0

Our File Notre référence

2020-05-06

To Whom It May Concern,

Lions Bay Activity Report
Report period: March and April 2020

The following is a list describing Calls for Service to the RCMP from in and around the area of Lions Bay.

HWY 99 (within boundaries of Lions Bay):

Traffic - Moving / Non-Moving / Insurance Violations x 15
Impaired Driving Investigations x 1
Collision - Damage Over / Under \$10000 / Non-fatal / Fatal x 7
Prevention of Collision (debris, stalled vehicles, animals, pedestrians on shoulder) x 2
Parking Violations x 0
Other remaining call types x 6

31 Calls for Service

Lions Bay Village:

Cause Disturbance / Breach of Peace x 3
911 - False / Abandoned x 1
False Alarms x 2
Theft of Vehicle / Theft from Motor Vehicle x 0
Theft Under / Over \$5000 x 0
Break and Enter Residence / Business x 0
Mischief x 1
Bylaw (3 noise) x 4
Other investigations x 15 (of which 2 social distancing concerns)

26 Calls for Service

Total = 57

Should you have any questions, please do not hesitate to contact the Squamish RCMP Detachment at (604)892-6100.

Kind regards,

Kmk

K. (Kara) TRIANCE, O.3086 (Insp)
OIC Sea to Sky RCMP

/hm

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VILLAGE OF LIONS BAY

Incoming Correspondence to May 15, 2020

General Correspondence:

- G1: D. Franklin - Affordable Housing Project Canada - requesting municipal participation in alternative housing types and policies (page 1)
- G2: D. Schafer - Stick and Stone Cannabis - requesting letter of support re: online payments and delivery to be available in BC (page 4)
- G3: T. Saxby - My Sea to Sky - re: Woodfibre LNG's extension application (page 6)

Resident Correspondence:

- R1: L. Folster re COVID-19 Enforcement (page 39)
- R2: R. Simons re Woodfibre LNG (page 42)
- R3: D. Mitchell re clarity for Lions Bay Beach closures (page 52)
- R4: E. Monfared re cell tower (page 54)
- R5: C. Bradbury re Parking (page. 56)
- R6: L. Nolin re Parking (page 58)

From: [Ron McLaughlin](#)
To: [Municipal](#); [Peter DeJong](#)
Subject: Fwd: Affordable Housing Project
Date: Thursday, April 30, 2020 2:15:54 PM

For the last meeting in May correspondence.

From: Daniel Franklin <affordablehousingprojectcanada@gmail.com>
Sent: Thursday, April 30, 2020 2:09:07 PM
To: Council <council@lionsbay.ca>
Subject: Affordable Housing Project

Dear Municipal Councillors:

Thank you for taking the time to read this letter. There are 3,573 municipalities across Canada. I, along with a group of business owners and individuals, are looking for municipalities across Canada that want to participate in the next housing revolution. We only need a small number of those municipalities, even just one, to get the ball rolling. Now using the word “revolution” may seem like hyperbole, but I do not believe it is. Tiny homes, 3D printed homes, off-site prebuilt/prefab, and many other new building methods are being adopted by communities around the world. Being one of the first municipalities to jump on board will give your city or town multiple competitive advantages. There is a massive pent up demand for locations that will allow for dwellings such as tiny homes. The first municipality/s that move to allow alternative dwellings will be able to attract new citizens and businesses.

This is not for communities that want to limit their population, or who do not want affordable housing solutions available in their community.

Here are some of the policies that we are looking for:

1. Prioritizing home ownership.
2. Moving away from the commoditization of real estate.
3. Regulating any short term rentals (Airbnb, VRBO, etc) that compromise housing

affordability in your community. Not all short term rentals compromise housing affordability.

4. Eliminating minimum building size. Allowing for smaller homes or tiny homes on smaller lots.

5. Allowing for alternative housing types. Container homes, tiny homes, 3D printed homes, as well as affordable fee simple row housing.

6. Finding ways to open up new affordable land and lots for building. Making subdivision of existing lots easier.

7. Reducing the barriers to building new. Barriers being inspections, municipal fees, specific zoning requirements, and general red tape.

Goals:

1. To find communities where affordable housing is a priority. If a municipality were to follow some, or all of the above recommendations, they would be well on their way to creating housing affordability.

2. To create a showcase of affordable buildings. One idea is to create a demonstration “village” of different housing builds from different companies.

3. To find communities suitable for online workers. Telecommuters, digital nomads, distance workers, etc. More and more people only need a solid internet connection to do their job. This means that they can work from almost anywhere, and are often looking for locations with a low cost of living.

Thank you for reading this letter. If your municipal council has an interest in any one of these policies and goals, please feel free to contact me for more detailed information. If you have already embarked on one or more of these initiatives, I would be grateful to hear about your efforts in this regard. Are there any reasons why you believe that your municipality wouldn't be able to implement any of these policies? Please let me know what they are.

Sincerely,

Daniel Franklin

Affordable Housing Advocate

Affordable Housing Project

Visit FORMAFIST.COM for more information.

affordablehousingprojectcanada@gmail.com

<https://www.formafist.com/p/current-letter-version.html>

From: [Municipal](#)
To: [Lions Bay Office](#)
Subject: Letter of Support
Date: Wednesday, May 13, 2020 11:03:44 AM

From: Dennis Schafer <dks@stickandstone.ca>
Sent: Thursday, April 30, 2020 2:15 PM
To: info@cumberland.ca
Subject: Letter of Support

Dear Mayor and Council,

Stick & Stone Cannabis Co. is a wee Ma & Pa cannabis retail shop located in Fernie BC. Due to current stressors and frustrations, we have collaborated with ACCRES to outline two requests for change to the current regulations that will further the safety measures designed to protect our communities in BC during these trying times and we ask for your support presenting these recommendations to the province.

- 1) Online Sales
- 2) Direct Delivery

As owners of a licensed cannabis retail shop, we have been continuously evolving our operations to ensure the safety of the community as new information about COVID-19 becomes available. We have a wide range of customers many who are predominately middle-aged and elderly who purchase our products for both recreational and medical use.

With our recommended adjustments to the current regulations that were designed for a pre-pandemic world, we would be able to continue to safely provide much-needed products to our at-risk customers who are unable to leave the house, ensure a contactless experience for those who are able to visit the store for curbside pickup and keep our staff safe.

Here is an example of the challenges our current customers are facing because they are not able to pay for our products online during COVID-19:

We received a phone call asking if a curbside pick-up was available by a customer of ours who was elderly. They were in desperate need of a product and the delivery times to order from the BC Cannabis Store were too lengthy. We informed them that we carried the product and would do our best to provide a contactless interaction but they would have to tap our terminal and the wireless system may not register outside.

When the customer arrived their vulnerability was apparent. They were approximately 90 years old with a compromised immune system, so becoming infected would likely result in their death. In order to keep them safe while accepting their payment and providing their product we were forced through the following process:

1. We tried to use the tap feature by pressing the terminal against their car window. This did not work due to card issues.
2. We then bleached the terminal and passed it through a small gap in the window so that the customer could complete the transaction.
3. The product was then left on the hood of their car for them to collect when they felt safe to do so.

Even though the utmost precautions are being taken, it is extremely stressful to force customers to go through these processes that could easily be avoided if we were able to use available technology like online payment systems.

There are processes in place for the legal online purchase and delivery of alcohol in BC as well as

cannabis in other provinces which have been effective at keeping their communities safe. We are asking for the same considerations.

I can not stress enough how vital allowing online payments and delivery to be available in BC is to our communities and retailers!! When you have someone's life in your hands, you want to have the safest measures in place.

PLEASE ENDORSE THIS LETTER OF SUPPORT

Thank you for your time,

--

Dennis Schafer
Stick & Stone Cannabis Co.
250.430.7848
stickandstone.ca

From: [Tracey Saxby](#)
To: [Council](#); [Municipal](#)
Subject: Woodfibre LNG's request to extend their EA certificate
Date: Thursday, April 30, 2020 2:30:09 PM
Attachments: [2020-04-30 - EcoJustice to BC EAO re WLNG extension application.pdf](#)

Dear Mayor and Council,

As you may already know, Woodfibre LNG has recently applied for a 5-year extension to its environmental assessment certificate, which expires on 26th October 2020.

Our understanding from the BC EAO is that there is no opportunity for public engagement throughout the extension application process. As such, we would like to share our concerns about Woodfibre LNG's extension application with members of the Technical Working Group, which includes the Village of Lions Bay, and we request council to incorporate our concerns in your response to the BC EAO.

Has the Village of Lions Bay been notified by the BC EAO of Woodfibre LNG's request to extend the certificate for another 5 years?

Can you please advise us of your internal timeframes and process to participate as part of the Technical Working Group to review Woodfibre LNG's extension application?

The current deadline for the Technical Working Group to respond is **19th May 2020**. Given the current COVID-19 pandemic, we are concerned that this is not enough time for local governments to adequately review Woodfibre LNG's extension application and provide feedback, especially as local governments are on the frontlines of the pandemic response.

We are also concerned that Woodfibre LNG submitted its application for an extension two months late, which further reduces the amount of time available for the BC EAO and the Technical Working Group to review the application. Please see the attached letter from Ecojustice to the BC EAO on behalf of My Sea to Sky with regards to this matter.

It is not clear which policy framework will be applied to Woodfibre LNG's extension application by the BC EAO, as in Woodfibre LNG's application they refer to the BC EAO's 2016 guidance documents, however BC EAO staff have verbally suggested that the new BC EAO 2020 Certificate Extension Policy will apply.

We intend to review Woodfibre LNG's extension application in greater detail, and we will share our concerns with Mayor and Council as soon as possible to help inform your response. At this time, however, we can say that both the viability of the natural gas industry and the urgency of climate change may indicate the need for Woodfibre LNG to be completely re-evaluated rather than for its extension application to be summarily approved.

For your convenience, we have provided links to the relevant documents below and attached. Please feel free to contact me directly if you have any questions.

Sincerely,

Tracey Saxby

BACKGROUND INFORMATION:

- 1) Woodfibre LNG's application [letter](#) dated 24th March 2020.
- 2) [BC EAO's 2016 guidance documents](#) which Woodfibre LNG refers to in their application.
- 3) New BC EAO [2020 Certificate Extension Policy](#) that was published on 24th April, 2020.
- 4) Ecojustice letter to BC EAO on behalf of MS2S, calling for BC EAO to reject the application (attached), dated 30th April 2020.

Tracey Saxby

Executive Director

My Sea to Sky

Cell: +1 (604) 892-7501

Email: tracey@myseatosky.org

Web: <http://myseatosky.org>

We proudly acknowledge that we work in the traditional, unceded territories of the Coast Salish peoples, including the x^wməθk^wəyəm (Musqueam), Sk̓wx̓wú7mesh (Squamish), and Sel̓l̓wítulh (Tsleil-Waututh) Nations.



Dr. Michael P. Doherty
390-425 Carrall Street
Vancouver, BC V6B 6E3
Tel: (604) 685-5618 x 283
Fax: (604) 685-7813
mdoherty@ecojustice.ca
File No: 749

April 30, 2020

Sent via E-mail: eaoinfo@gov.bc.ca

PO BOX 9426 STN PROV GOVT
VICTORIA BC
V8W9V1
Attention: Scott Bailey,
Assistant Deputy Minister, Environmental Assessment Operations

Dear Mr. Bailey:

Re: Proposed Extension to Woodfibre LNG Limited's Environmental Assessment Certificate (#E15-02) – request for reconsideration of formal acceptance of application

We represent My Sea to Sky in the above-noted matter. We write in regard to the letter from David Keane to Michael Shepard dated March 24, 2020, which requested an extension of the duration of Environmental Assessment Certificate #E15-02 to October 25, 2025, and to the posting on the Environmental Assessment Office (EAO) website dated March 30, 2020 stating "The EAO has formally accepted an Application from Woodfibre LNG Limited for an extension to the deadline of their Environmental Assessment Certificate (E15-02), issued on October 26, 2015."

We write for three purposes:

- i. To request a copy of the record of decision with respect to the decision by the EAO to formally accept the request for an extension;
- ii. To request a reconsideration of that decision;
- iii. To request that if the EAO should ultimately decide to proceed to consider the request for an extension, that My Sea to Sky be accorded status as a participant in that process.

Background

The law is clear that the holder of an environmental assessment certificate that intends to make an application under section 18 (2) of the *Environmental Assessment Act*¹ for an extension of the deadline specified in the certificate must make the application no later than 9 months before the

¹ Mr. Keane's letter indicates an understanding that this matter falls under the old version of the *Act*: SBC 2002, c. 43. We are also proceeding based upon that understanding.

deadline expires.² By our calculation, the deadline for submission required by the regulation was January 26, 2020. The applicant failed to meet this deadline, however, and submitted its application two months late, thereby reducing the amount of time available for reviewing the application by more than twenty percent. We note that the applicant failed to provide any explanation for the late filing. We also note that since the January 26 deadline predated any Covid-19-related restrictions in British Columbia, the failure to comply cannot have been caused by any such restrictions. And while we acknowledge that the “Certificate Extension Policy”³ was not released until after the applicant submitted its application for an extension, some of the contents that that policy specifies “must” be included are conspicuously absent from the application; the need for addressing such highly relevant factors might reasonably have been apparent to the applicant even apart from their inclusion in the policy.

The presumptive outcome should therefore have been that the EAO refused to accept the application. The application could not have been legally accepted unless the applicant could discharge the onus of showing that: (a) the EAO could legally accept the application for an extension in this case; and (b) the EAO should accept the application for an extension in this case.

On the question of whether the EAO could legally accept the application for an extension, it only has the discretion to do so if satisfied that sufficient time remains to appropriately review the application.⁴ It appears that Mr. Keane’s letter contains no submissions whatsoever on this point. Neither did the EAO solicit from interested parties – which would include My Sea to Sky, an intervenor in the original hearing by which the applicant obtained its certificate five years ago – submissions on their expectations as to the parameters of the decision-making process on the request for an extension or their intentions with regard to participating in that process. *Prima facie*, therefore, there was no factual basis upon which the EAO could base a decision on whether or not it was legally able to accept the application for an extension.

At this time, the EAO has not released reasons for its decision to formally accept the application for an extension. As a participant in the hearing that resulted in the issuance of the certificate five years ago, My Sea to Sky has an ongoing interest in the certificate and in the question of whether or not it should be extended. It therefore had a legitimate expectation that the EAO would provide reasons for its decision to accept the application,⁵ particularly given that that decision turned upon whether or not a legal test established by regulation could be discharged.

Could the burden of showing that sufficient time remained to appropriately review the application have been discharged?

In our submission, it is very unlikely that the onus of showing that sufficient time remains to appropriately review the application could have been discharged in any event due to the current Covid-19 crisis. Mr. Keane’s letter acknowledges that in its business dealings, the applicant is “attempting to adjust timelines as the effects of COVID-19 unfold”. The EAO’s own website

² *Environmental Assessment Fee Regulation*, B.C. Reg. 50/2014, s. 5(1).

³ Environmental Assessment Office, “Certificate Extension Policy”, April 22, 2020.

⁴ *Environmental Assessment Fee Regulation*, s. 5(2).

⁵ *Gichuru v. Law Society of BC*, 2010 BCCA 543 [28].

acknowledges that “While we are continuing to seek to advance projects and respond to issues in a timely way, we anticipate that there may be delays in some circumstances.” At a time when the provincial state of emergency has been extended yet again, travel is restricted, and most offices are closed, it would be unrealistic to expect that an appropriate review in a contested application – and we can advise that this application will be contested - could be conducted in less than the minimum time required under the regulations rather than requiring more than that minimum time.

Admittedly, it may seem unfair that a factor beyond the applicant’s control – Covid-19 – is a factor that could be determinative of whether or not the application for an extension can be received. The test established by the regulation, however, is an absolute one, which makes no allowance for whether factors are external to an applicant’s control. In addition, of course, other factors that make the review more complicated, such as the ongoing requests for amendments to the certificate, are ones that were within the applicant’s control. Further, the decision to apply two months late and the decision to make no submission as to whether the review could be completed in the remaining time were also factors entirely within the applicant’s control.

If the application could have been accepted, should it have been accepted?

If, however, the EAO were to have decided that it could legally have accepted the application, then the question would still have remained of whether or not it should exercise its discretion to do so. On that question, it would be our submission that the application for an extension should not be accepted. While we do not wish to unnecessarily anticipate the arguments that My Sea to Sky would make on the ultimate question if the application were to proceed to a review process, several of the same grounds that would be raised as to why the application should not ultimately succeed are also relevant to the question of whether the application should even be accepted.

Of these, we will only mention the most crucial one at this time, namely that circumstances have changed so completely in the five years since the certificate was issued as to make it inappropriate to simply extend the certificate rather than undertaking a fresh evaluation. As your office states in its user guide, “The time limit is in place to ensure that certificate conditions do not become outdated as a result of changes over time in government policy, technical standards, scientific information, legal/regulatory expectations, and other factors.”⁶ Exactly such changes have occurred since the certificate was issued five years ago. A major change is to the financial viability of the oil and gas industry, which has led to hundreds of bankruptcies in the oil and gas sector during the 2014-2019 period, and will have affected the business case for the project specifically, as well as the revenues that the Province expected to realize through the operation of the project. As well, new knowledge about the severity of climate change following the 2018 release of the IPCC’s Special Report on Global Warming of 1.5°C has resulted in declarations of a “climate emergency” with implications for British Columbia, given that if all LNG projects proposed for British Columbia were to proceed, it would be impossible for the province to meet its climate target. Further, the new provisions of the *Fisheries Act* that became law in 2019 pursuant to Bill C-68 have mandated much greater attention to the implications of the project for the marine environment than was the case five years ago.

⁶ BC Environmental Assessment Office, “EAO User Guide: Introduction to Environmental Assessment Under the Provincial Environmental Assessment Act (2018)”, version 1.01, March 30th, 2020, p. 47.

Since the likely outcome of a review into whether the certificate should be extended would be a decision to not extend the certificate and to instead require a new application, that would mitigate against an exercise of discretion to accept the application for an extension.

How to Proceed


As set out above, it is our submission that the EAO has made legal errors by formally accepting the application for an extension and by failing to provide reasons for that decision.

This is, however, subordinate to the overriding concern that if the application for an extension were to be accepted, that the application receive a thorough review before any decision is made on whether or not to grant the extension. In our submission, an appropriate review would require at a minimum:

- the full participation of My Sea to Sky;
- a process that allow participants to adduce expert evidence, submit written and oral argument, and cross-examine representatives of the applicant.

We look forward to hearing from your office regarding this matter at your earliest convenience.

Sincerely,



Dr. Michael P. Doherty
Barrister & Solicitor

- c. D. Keane
K. Jardine
Hon. G. Heyman

From: [Tracey Saxby](#)
To: [Council](#); [Municipal](#)
Subject: RE: Woodfibre LNG's request to extend their EA certificate
Date: Friday, May 8, 2020 6:01:14 PM
Attachments: [2016 BC EAO-guidance-certificate-holder-requesting-certificate-extension.pdf](#)
[2020-03-24 Woodfibre LNG EAC E15-02 Extension Request 20200324.pdf](#)
[2020-04-24 BC EAO certificate extension policy.pdf](#)

Dear Mayor and Council,

My apologies, I realized I forgot to attach the additional guidance documents from the BC EAO as well as Woodfibre LNG's extension application.

Best Regards,
Tracey

From: Tracey Saxby [mailto:tracey@myseatosky.org]
Sent: May 8, 2020 5:58 PM
To: 'council@lionsbay.ca' <council@lionsbay.ca>; 'agenda@lionsbay.ca' <agenda@lionsbay.ca>
Subject: Woodfibre LNG's request to extend their EA certificate

Dear Mayor and Council,

As promised in our previous email, please find attached our review of Woodfibre LNG's extension application.

Best Regards,
Tracey

Tracey Saxby
Executive Director
My Sea to Sky
Cell: +1 (604) 892-7501
Email: tracey@myseatosky.org
Web: <http://myseatosky.org>

We proudly acknowledge that we work in the traditional, unceded territories of the Coast Salish peoples, including the x^wməθk^wəyəm (Musqueam), Sk̓wx̓wú7mesh (Squamish), and Sel̓l̓wítulh (Tsleil-Waututh) Nations.



Requesting a Certificate Extension

April 2016



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INTRODUCTION

The purpose of this document is to provide guidance for certificate holders who wish to apply for a one-time extension of their environmental assessment certificate.

The [Environmental Assessment Act](#) requires that an environmental assessment certificate specify a deadline (between three and five years) by which time the certificate holder must have, in the reasonable opinion of the Minister, substantially started the project or the certificate expires. If a project will not be substantially started by the certificate deadline, a certificate holder may apply for a one-time extension of the certificate for a period of up to five years.

The time limit is in place to ensure that certificate conditions do not become outdated as a result of changes over time in government policy, technical standards, scientific information, legal/regulatory expectations and other factors.

When considering a request, the Environmental Assessment Office (EAO) considers such things as the rationale for requiring an extension, the certificate holder's compliance record, and new or changed potential significant adverse effects.

Certificate holders are responsible for tracking their own certificate expiry date and applying for an extension at least nine months prior to the expiry date as set out in the [Environmental Assessment Fee Regulation](#). If a certificate extension is granted, the project must be substantially started by the new deadline or the certificate expires.

The Minister of Environment has the authority, under section 37 of the *Environmental Assessment Act*, to add new conditions to a certificate if the project is not substantially started by the deadline specified in the certificate. This allows conditions to be updated if required.

Under Section 18(2) of the *Environmental Assessment Act*, a certificate holder may apply in writing to the executive director for an extension of the deadline specified in the environmental assessment certificate, stating why the proponent wishes an extension of the deadline.

FEES

The fee for a typical certificate extension request is \$10,000. EAO will generally issue an invoice within 30 days of receipt of an extension request. For more information on fees, see [EAO Fees Overview](#) on EAO's website.

WHAT IS SUBSTANTIALLY STARTED?

A certificate extension is not required if a project is substantially started.

The term “substantially started” is not defined in the Act. Each situation is assessed in light of all relevant facts. Relevant factors include (but are not limited to):

- Has there been a significant investment of time, effort, and resources to physically develop one or more main project elements?
- Does the activity amount to a significant or important step to develop the overall project, or is the activity considered ancillary, secondary, or temporary?
- Would the proponent have undertaken the activity regardless of the project?

Additional guidance, provided by the BC Supreme Court in *Taku River Tlingit First Nation v. British Columbia (Minister of Environment) 2014*, includes:

- Based on the definition of “project” in the Act, the substantially started determination should address “primarily physical activities affecting the land environmentally, as contrasted with bureaucratic activities, for example, which do not.”¹
- “The decision maker should focus less on the permits which have been granted and the money expended, and more on what has taken place physically at the site.”
- “Temporary structures at the site, if they will soon be removed followed by remediation, are less important to consider than structures which will be in place for the duration of the project.”
- To have been substantially started, the project needs to be started “in its essentials in a real and tangible way.”
- To be considered as part of the substantially started determination, activity must have occurred after the certificate was issued and before the expiry date in the certificate.

Detailed guidance for [Substantially Started Determinations](#) is available on the EAO website.

¹ The Act defines “project” to mean any: (a) activity that has or may have adverse effects, or (b) construction, operation, modification, dismantling or abandonment of a physical work.

TIMELINES FOR APPLYING FOR A CERTIFICATE EXTENSION

Certificate holders are responsible for tracking their own certificate expiry date and applying to EAO [at least nine months prior](#) to the expiry if they will require an extension.

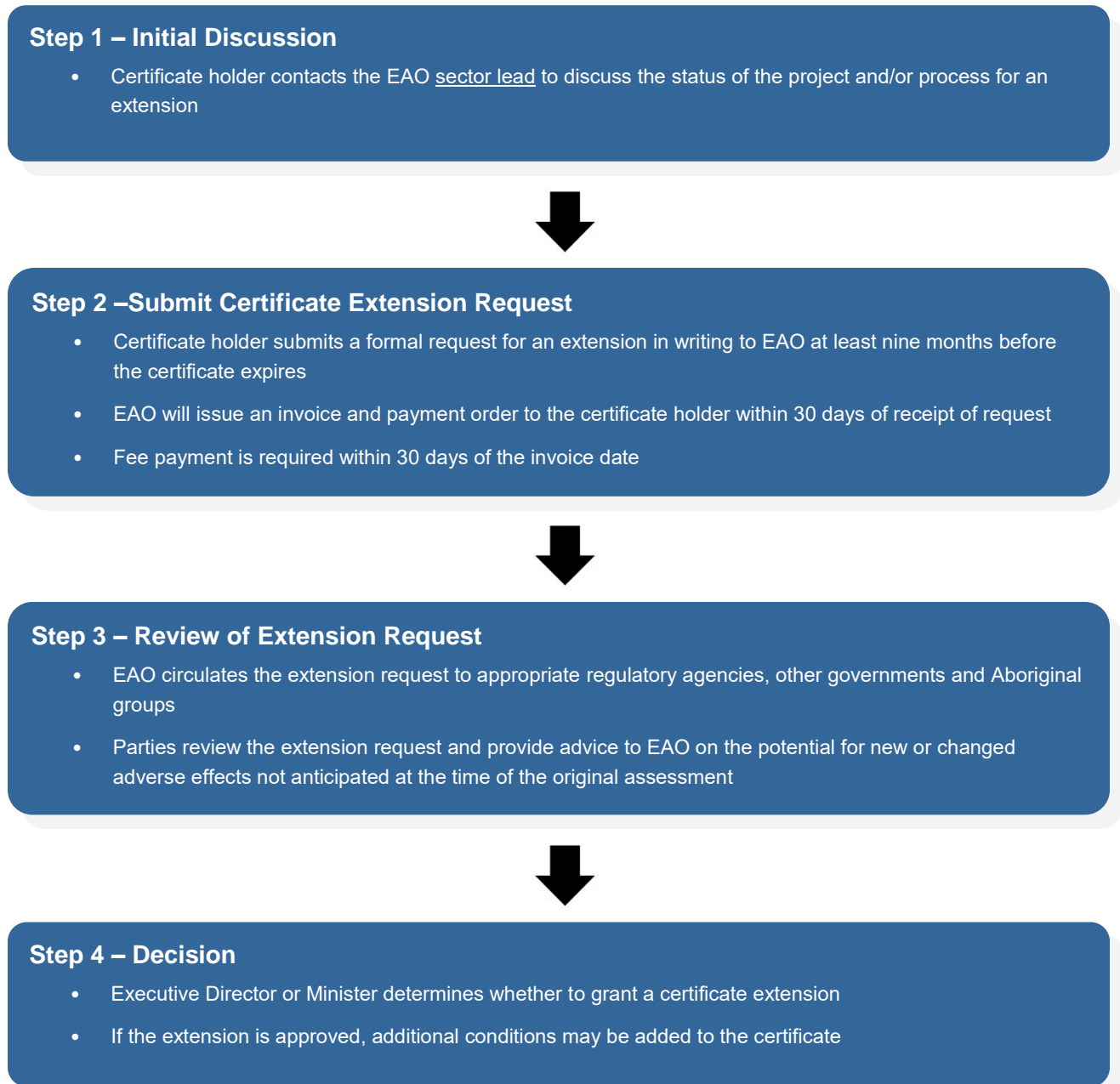
If the certificate holder is uncertain whether their project is substantially started, they may contact the appropriate [sector lead at EAO](#) to discuss the status of their project and whether it is currently substantially started.

Requests for an extension should be directed to the Executive Director of EAO in writing, and must thoroughly answer all questions as outlined in Step 2 of the process set out in this guide.

The Executive Director has the discretion to accept a formal request made less than nine months before the certificate deadline if satisfied that sufficient time remains to appropriately review the application (as outlined in the [Environmental Assessment Fee Regulation](#)).

THE PROCESS

FIGURE 1 – CERTIFICATE EXTENSION PROCESS OVERVIEW



PROCESS STEPS

STEP 1

Before submitting a certificate extension request, EAO recommends that the certificate holder contact the appropriate [sector lead at EAO](#) for an initial discussion about status of the project and/or the extension process.

STEP 2

For projects requiring an extension, the certificate holder submits a formal request in writing to EAO. The request must thoroughly answer the following questions in order to be accepted:

- Why do you wish to extend the certificate and why is project development delayed?
- What work have you done to advance the project?
- What plans, including timelines, do you have for advancing the project if the certificate is extended?
- Has new information come to light since the original certificate was granted that could impact the conclusions reached in the certificate? This could include:
 - new scientific and technical information;
 - physical changes to the airshed, watershed or landscape;
 - previously unknown or undetected effects; or
 - new information regarding Aboriginal interests.

An invoice and payment order will be issued within 30 days of receipt of the request. The certificate holder will have 30 days from the date of the invoice to remit payment. If fees are outstanding, EAO may refuse to consider the request further.

The request will be posted to [EAO's electronic project information center \(ePIC\)](#). An EAO project lead will be assigned to lead the review.

STEP 3

EAO will circulate the extension request to appropriate regulatory agencies, other governments and Aboriginal groups for comment. This may include agencies and Aboriginal groups represented on the original working group for the project and could also include additional parties.

The parties will be asked to review the information provided by the certificate holder, provide input on the potential for new or changed adverse effects since the environmental assessment for the project, and recommend any new mitigation measures that may be required. This will take into consideration relevant new statutes, regulations, case law, policy, practices or guidelines that have arisen since the granting of the certificate. The timeline for this is at the discretion of the project lead, but is generally three to five weeks.

EAO will consider the comments received and resolve issues as required, including identifying any additional conditions that may be necessary. Where appropriate the certificate holder will be given an opportunity to respond.

STEP 4

EAO will refer the assessment to either the Executive Director or the Minister for a decision. Based on the information provided, the Executive Director or Minister will determine whether to grant a certificate extension and, if so, whether additional or revised conditions are required.

EAO will advise the certificate holder and other potentially affected parties of the decision. All relevant materials will be posted on EAO's website.

EAO CONTACT INFORMATION

If you have any questions or comments about certificate extensions or require additional information about the environmental assessment process, please contact us at:

Environmental Assessment Office
PO Box 9426 Stn Prov Govt
Victoria BC V8W 9V1

Email: eaoinfo@gov.bc.ca
<http://www.eao.gov.bc.ca/>

March 24, 2020

Environmental Assessment Office

PO Box 946 Stn Prov Govt
Victoria, BC V8W 9V1

Attention: Michael Shepard, Executive Project Director, Oil & Gas Sector

RE: Extension to Woodfibre LNG Limited's Environmental Assessment Certificate (#E15-02)

Dear Mr. Shepard,

Reference is made to Environmental Assessment Certificate #E15-02 issued to Woodfibre LNG Limited (Woodfibre LNG) on 26 October 2015 pursuant to the Environmental Assessment Act 2002, c. 43 (former Act) as amended (EAC) for the Woodfibre LNG Project (the Project). As stipulated in EAC Condition 8, the deadline for substantial start of the Project is five years from the date of the EAC (i.e. 26 October 2020). Pursuant to subsection 31(2) of the revitalized Environmental Assessment Act, SBC 2018, c 51 (EAA), Woodfibre LNG hereby requests an extension to the duration of the EAC to 26 October 2025.

1. Supporting Rationale

Woodfibre LNG acknowledges that while the revitalized EAA has come into force, there remain policies and regulations under development, including that which will inform an updated Certificate Extension Policy, that are not yet publicly available. For this reason, this request for extension has been developed in accordance with available guidance¹ published by the Environmental Assessment Office (EAO) and gives due consideration to the information requirements laid out therein to provide the rationale to justify an extension of an Environmental Assessment Certificate for a project that has not yet seen a substantial start of construction. The process described in this guidance identifies four questions that must be answered in order for an extension request to be accepted by EAO. Accordingly, sections 1.1 to 1.4 in this request have been structured to answer these four questions.

1.1 Why is the Project development delayed and why do you wish to extend the certificate?

It is of utmost importance to affirm that Woodfibre LNG is fully committed to constructing and operating the Project and is therefore requesting to extend the EAC to allow Project construction to start after the current EAC expiry date of 26 October 2020, due to the reasons outlined in this letter.

Since the EAC was issued in October 2015, Woodfibre LNG has invested significant time, effort, and resources towards advancing the Project's pre-construction requirements. Despite these efforts, there has been considerable technical, administrative and external challenges that have hindered

¹ British Columbia Environmental Assessment Office (BCEAO). 2016. *Requesting a Certificate Extension*. Retrieved from <https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/environmental-assessments/guidance-documents/eao-guidance-certificate-holder-requesting-certificate-extension.pdf>

Woodfibre LNG's ability to progress the Project into construction and hence, we are revising our construction timelines.

Among such challenges are those associated with the requirements to clean up and remediate the historic pulp mill infrastructure at the Project site. Not only has the scope of this work been greater and more time consuming than originally anticipated, progress was slowed in 2018/2019 when an EAC amendment was required to clarify that site clean up and remediation works did not constitute construction of the Project. Further details on the implications of these works on advancing the Project are described in section 1.2.

Further, Woodfibre LNG has invested significant effort in pursuit of EAC amendments to fulfill its commitments to Indigenous Nations and to make this the best project for the local community in which it intends to conduct business long term. These important amendments continue to divert internal resources away from advancing pre-construction requirements. Further details on the impact of pursuing these amendments on Project timelines are described in section 1.2.

It is also important to acknowledge recently emerged external factors, out of our control, that are influencing our progress. In particular, external factors causing complications in commercial negotiations regarding an Engineering, Procurement and Construction (EPC) contract and COVID-19 have impacted our schedule.

Last fall, Woodfibre LNG was nearing finalization of an EPC contract and announcement of a Final Investment Decision when our preferred contractor for engineering, procurement and module fabrication, encountered financial challenges. In January 2020, our preferred contractor filed for Chapter 11 in the United States and is now undergoing proceedings which are expected to continue at least until July 2020. While this filing has no relationship to Woodfibre LNG, it significantly slows progress on finalizing the contract and hinders our ability to advance engineering of pre-construction requirements. Woodfibre LNG is confident that our preferred contractor will emerge from the process in a strong position to advance critical engineering and procurement to support our construction effort. As our preferred partner, we have developed a strong relationship and a mutual understanding of our Project and we are continuing to work with them as they go through this process.

Woodfibre LNG is not exempt from the effects of COVID-19, the recently emerged global pandemic. At present, COVID-19 is a rapidly evolving health crisis that we are monitoring closely, consistent with our safety policy and commitments to employees, contractors and host communities. As other Canadian companies are doing, in developing business continuity plans, we are attempting to adjust timelines as the effects of COVID-19 unfold. While it is clear that COVID-19 has had implications for our vendor's manufacturing facilities and fabrication yards in China, the schedule implications due to the delayed manufacturing of specialized equipment and fabrication of modules, related to the construction of our Project, remains unclear at this time. In addition, COVID-19 is causing serious economic implications around the world, creating widespread bank and financial market uncertainty. While we do not yet know the precise implications on our Project, this could lead to

complications in Project financing arrangements and commercial negotiations regarding the EPC contract.

1.2 What works have you done to advance the Project?

We refer to the recent EAO publication “Guide to Substantially Started Determinations”,² which describes a series of important factors that decision makers should consider as guidelines when forming a substantial start determination. These factors include:

- An assessment of the time, effort and resources invested to physically develop one or more main project elements;
- Whether or not any activities completed are recognized as a critical path component (or considered as secondary or ancillary); and
- Whether or not the activity would have occurred regardless of a project.

After reviewing all activities completed to advance the Project, Woodfibre LNG is confident that regardless of the significant investment of time, effort, and resources that have been expended, none of these activities may be attributed to the physical development of main Project elements. Further, Woodfibre LNG maintains that no physical activities described in the Project’s CPD (as amended July 2019) have been undertaken and thus no categorization of activities (i.e., critical path or secondary) has occurred. To date, all works completed to advance the Project are related to clean up and remediation of the historic pulp mill site and related infrastructure and/or are administrative in nature.

It is important however to acknowledge the efforts Woodfibre LNG has taken to clean up and remediate the Project site in order to advance the Project. To date, Woodfibre LNG has spent \$13 million on clean up and remediation activities including but not limited to the removal of historic marine infrastructure (wharfs and other pile-supported structures), removal of greater than 4000 creosote piles from the marine environment and the ongoing removal and recycling of historic concrete slab foundations. These works are being completed pursuant to the Squamish Nation Environmental Assessment Agreement (SNEAA), Certificate of Compliance (COC) issued by the BC Ministry of Environment (BC MoE), and/or Lease Agreement with the Ministry of Forests, Lands, and Natural Resource Operation and Rural Development (MFLNRORD) and are a substantial undertaking. As is often the case for historic industrial and contaminated sites, unreported and thus unanticipated hazards have increased the scope of previously anticipated works and are taking longer than anticipated to complete. Therefore, although site clean up and remediation are not yet complete, advancing these works are a key step in progressing the Project towards construction.

Woodfibre LNG also references EAC Amendment No.1 (Air Cooling Technology) which Woodfibre LNG initiated in accordance with the SNEAA issued in October 2015. More specifically, Condition 1(a) of the SNEAA requires Woodfibre LNG to compare the environmental effects associated with alternative and varying cooling technologies. On 19 October 2016, after careful consideration and discussion of the alternatives, the Squamish Nation required Woodfibre LNG to employ air cooling

² British Columbia Environmental Assessment Office (BCEAO). 2019. *Substantial Start Determination Process*. Retrieved from <https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/environmental-assessments/guidance-documents/eao-guidance-certificate-holder-substantially-started-determinations.pdf>

technology as opposed to the originally proposed sea-water cooling technology. On 27 January 2017, Woodfibre LNG submitted an application to amend the EAC to include air cooling technology to lessen potential long-term impacts on the local environment. On 12 July 2017, twenty-one months after receiving the SNEAA, Woodfibre LNG received Amendment No. 1 for Air Cooling Technology.

While completing this amendment was essential in advancing the Project, throughout the amendment period, the ability to progress many of the pre-construction conditions described in the Project EAC was limited. This was largely due to the requirement to include the potential changes to LNG cooling technology into both the Front End Engineering and Design (FEED) scope of work, and the proposed contract language for a potential EPC contractor.

With reference to EAC amendment No.2, Woodfibre LNG would like to acknowledge administrative challenges which delayed progress on completing site clean up and remediation works. This amendment application was initiated following direction received from the EAO on 30 November 2018, following a routine site inspection with representatives of the Impact Assessment Agency of Canada (IAAC) during which removal of creosote piles from the marine environment was observed. Woodfibre LNG maintained that the works observed during the inspection fell outside the purview of the CPD and were contemplated as part of an independent scope of work for the clean up and remediation of the historic industrial site. Woodfibre LNG was required to complete this work in accordance with the purchase of the historic pulp mill site and to honour those commitments made pursuant to its Squamish Nation Environmental Assessment Agreement (SNEAA) entered into with Squamish Nation in October 2015. Woodfibre LNG therefore pursued EAC amendment No.2 to clarify the breadth of the Project Construction phase through the use of more direct language that clearly delineated jurisdiction of the CPD. Subsequent upland activities that would have occurred under the clean up and remediation scope at the start of 2019 were left on hold until the EAC amendment was received. The approved application for amendment was received from EAO in July of 2019, eight months after the inspection that triggered it. Despite this pause in progress of the clean up and

remediation work, obtaining this amendment enabled these works to resume and advance the Project towards construction.

In response to public feedback regarding additional accommodation options to support Project construction, Woodfibre LNG submitted to the EAO a third application to amend the EAC. The proposed Amendment No.3 includes the mobilization and operation of a floating hotel (or “Floatel”) and supporting infrastructure, and is expected to result in additional Project benefits such as:

- Reduced effect on at-market housing within the Squamish-Lillooet Regional District and Vancouver;
- Reduced pressure on community infrastructure and services; and
- Reduced vehicle traffic on the Sea to Sky Highway (Highway 99).

Woodfibre LNG recognizes the effect the availability of sound and reliable worker accommodation will have not only on the Project but also on the local community. Woodfibre LNG intends to fully incorporate this scope of work into the necessary Project management systems, processes, and tools as appropriate (i.e., Environmental Management Plans (EMPs) required by the EAC prior to the start of construction). Woodfibre LNG anticipates receipt of amendment No. 3 in Q3, 2020, at which time it will be able to focus on completing detailed planning for the start of construction with the confidence that activities can be completed without unforeseen impact.

In addition to the EA amendments previously described, Woodfibre LNG has advanced engineering design, permitting and Indigenous engagement in order to achieve the following key Project milestones:

- Invested greater than \$40 million to date on FEED and detailed engineering;
- Procured candidate vessels for use as Floating Storage Tanks in 2014;
- Initiated TERMPOL review process through submission to Transport Canada in 2015;
- Obtained National Energy Board export licence to export LNG for 40 years in June 2017;
- Obtained British Columbia Oil and Gas Commission Facilities Permit in July 2019;
- Ordered the main cryogenic heat exchanger in August 2019, critical to the liquefaction of natural gas and part of a procurement process to de-risk the Project schedule by purchasing long lead items;
- Signed Impact Benefit Agreement (IBA) with the Squamish Nation in February 2019; and,
- Progressed IBA discussions with Tsleil-Waututh Nation.

Further, Woodfibre LNG has invested substantial effort towards advancing pre-construction commitments in the EAC. While completion of pre-construction commitments is still pending and subject to approval from EAO, efforts have included:

- Development of draft EMPs required by the EAC and initiation of associated consultation with regulatory agencies and Indigenous groups;
- Conducted numerous meetings with relevant federal, provincial and municipal agencies and community groups on EAC conditions and Project permitting;
- Developed and maintained a dedicated Project website to keep external parties informed of Project activities consistent with EAC Condition 25. This website is currently undergoing renovation and updating, with a relaunch planned for Q2 2020; and

- Conducted consultation meetings with forest tenure holders, consistent with EAC Condition 19.

1.3 What plans, including timelines, do you have for advancing the Project if the certificate is extended?

It is important to acknowledge that the Project's construction schedule is constrained by least risk timing windows, consistent with mitigation measures identified in the EA application and conditions of the EAC. Examples include Fisheries and Oceans Canada (DFO) least risk timing window for the protection of marine fish and fish habitat in Howe Sound from August 16 – January 31 and the Environment and Climate Change Canada (ECCC) guidance for avoiding certain works during regional nesting periods from late March to Mid August. Woodfibre LNG's target to start construction is within the first year of extension of the EAC and within the least risk windows for marine fish and avoiding regional nesting periods. However, Woodfibre LNG recognises that unpredictable implications of external factors including the outcome of our preferred contractor's Chapter 11 proceedings and the COVID-19 pandemic will effect Project timelines.

Between now and substantial start of construction, Woodfibre LNG plans to continue site clean up and remediation activities, and will remain focused on completing pre-construction requirements identified in our environmental assessment approvals and advancing permitting for the construction phase.

A key component of the current pre-construction phase is an assurance that commitments made through consultation with Indigenous Nations, engagement with the local community, and the regulatory review process are carried forward into the Project design and construction implementation processes. Woodfibre LNG will continue conducting consultation on the required pre-construction EMPs with identified Indigenous Nations, government agencies and stakeholders. Woodfibre LNG is targeting advancement of these EMPs by the end of 2020, pending completion of the EAC amendment #3.

An EAC extension will support Woodfibre LNG's efforts in continuing to champion the principles of the Truth and Reconciliation Committee's (TRC) Calls to Action and implement the spirit of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) as incorporated into British Columbia law through the Declaration on the Rights of Indigenous Peoples Act (DRIPA). Woodfibre LNG acknowledges the importance of free, prior and informed consent for Indigenous Peoples and their right to self-determination regarding development projects and activities that could impact their traditional lands. Woodfibre LNG respects that this consent must relate not only to environmental and economic issues, but also to social, gender, community health and cultural considerations as well.

The Squamish Nation have recognized rights and title to traditional lands that include the Certified Project Area. The Squamish Nation, through the Woodfibre Environmental Working Group (WEWG), provides us with a lens of traditional knowledge to field activities and for consideration during design and construction planning. Woodfibre LNG currently remains, and will continue to remain, actively engaged in advancing Project discussions through the WEWG.

In the spirit of the new legislation (DRIPA and EAA) and the Truth and Reconciliation Calls to Action, Woodfibre LNG is also committed to working with Indigenous nations including the Tsleil-Waututh

Nation. More recently, Woodfibre LNG has increased collaborative work with the Tsleil-Waututh Nation with a view to developing a more robust relationship through Tsleil-Waututh Nations Treaty, Lands, and Resources Department. Woodfibre LNG is working with Tsleil-Waututh Nation towards alignment on a common process. An EAC extension will enable Woodfibre LNG to respect community driven deliberations and seek mutually acceptable solutions.

In addition to pre-construction requirements of our environmental assessment approvals, Woodfibre LNG plans to advance the more than 100 permits required for construction and operation of the Project. The key focus between now and substantial start of construction is on preparing and submitting applications for permits required to enable the Project to start construction.

1.4 Has new information come to light since the original certificate was granted that could impact the conclusions reached in the certificate?

As described in section 1.2, since the original certificate was issued, significant discussion has occurred regarding worker accommodation for the construction phase of the Project. Based on feedback from the community and stakeholders, Woodfibre LNG has submitted an application in October 2019 for EAC amendment No. 3 to propose a floating worker accommodation at the site. Woodfibre LNG remains committed to completing the amendment process to ensure Project impacts on at-market housing, community infrastructure and services, and vehicle traffic on Sea to Sky Highway are minimized.

In addition, Woodfibre LNG acknowledges required changes to the Project site have resulted from the pre-construction clean up and remediation activities that may have affected the current site condition as characterised during the original EAC application and review. For example, the removal of historic marine infrastructure, including more than 4000 creosote piles, has changed the physical marine habitat, which could influence related environmental parameters. As such, Woodfibre LNG is committed, through existing EAC conditions and in meeting permit application requirements, to supplementing the existing multi-year baseline datasets, where required, to support monitoring of Project effects and effectiveness of mitigation measures.

Woodfibre LNG also acknowledges that procedural changes in the newly incorporated and revitalized EAA will play a significant role in the Chief Executive Assessment Officer's decision with respect to this request for extension, under Section 31(4)(a) of the EAA. These new legislative measures empower Indigenous Nations to seek opportunities to build consensus amongst their potentially project-affected community members, and seek consent at key points in the assessment process.

Of importance to Woodfibre LNG is an understanding of the newly legislated requirements for consultation and engagement embedded in the recently revitalized EAA. Woodfibre LNG welcomes greater opportunities to consult and strengthen our relationships with Indigenous groups and stakeholders. An EAC extension will allow us the time required to address any potential implications of these changes while ensuring ongoing compliance with the EAA.

2. Closing

Woodfibre LNG submits that this request for extension of EAC #E15-02 has been completed in line with the guidance provided by EAO. This request considers the current state of Project activities in

its determination that a substantial start of construction has not yet been achieved which, as a result, allows for an EAC extension request to be carried forward and considered by the office of the Chief Executive Assessment Officer. The rationale included as part of this request considers the circumstances which have resulted in the adjusted timing of start of construction activities yet also provides context to understand the activities that have occurred or are planned to occur on site. A timeframe for a reasonable start of construction has also been offered for information and consideration during the review of this request.

If you have any questions, please contact James Wilkinson, Senior Regulatory Manager at (604)620-7883 or james_wilkinson@wlng.ca.

Sincerely,



Woodfibre LNG Limited

David Keane
President

Certificate Extension Policy

VERSION 1.0

APRIL 24, 2020



ISSUED BY:

KEVIN JARDINE, CHIEF EXECUTIVE ASSESSMENT OFFICER
ENVIRONMENTAL ASSESSMENT OFFICE

Version Control History



Version #	Date (YYYY-MM-DD)	Modification	Approved by
Version 1.0	2020-04-22	Original document	<div style="text-align: center;">  </div> <hr/> <p>Scott Bailey, Assistant Deputy Minister Operations Division Environmental Assessment Office</p> <div style="text-align: center;">  </div> <hr/> <p>Amy Avila, Executive Director Strategic Services and Compliance Environmental Assessment Office</p>

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ABBREVIATIONS AND DEFINITIONS

the Act Environmental Assessment Act (2018)

CEAO Chief Executive Assessment Officer

EA Environmental Assessment

EAC Environmental Assessment Certificate

EAO Environmental Assessment Office

Holder Certificate Holder

TAC Technical Advisory Committee

WG Working Group

VC Valued Component

DEFINITIONS

Certificate Holder

Holder of an environmental assessment certificate

Technical Reviewer

Members of appropriate regulatory agencies, other governments agencies, parties represented on the original Working Group (WG) or Technical Advisory Committee (TAC) from a project assessment, as appropriate. The WG or TAC is the forum for the detailed, independent technical review of the proponent's documents and technical studies relating to an environmental assessment certificate application.

Valued Component

Components of the biophysical and human environment that are considered by the public, Indigenous nations, the proponent, government agencies, or scientists and other technical specialists involved in the environmental assessment process to have scientific, ecological, economic, social, cultural, archeological, historical, or other importance.

INTRODUCTION

This document provides guidance for carrying out the process leading to a decision with respect to whether to issue an extension to the substantial start deadline for a certificate pursuant to the [Environmental Assessment Act \(2018\)](#) (the Act), specifically [Section 31](#). The primary users of this guidance will be Holders of environmental assessment certificates, (EAC), Environmental Assessment Office (EAO) staff, Indigenous nations and Technical Reviewers. However, other participants from a provincial environmental assessment (EA) for a project, including the public, may also use this guidance document to understand the roles, responsibilities, and process requirements for an extension application. This Certificate Extension Policy is intended to be read and interpreted in conjunction with the Act.

This document is intended to help participants and the public better understand British Columbia's environmental assessment process. It is not advice, and does not replace the *Environmental Assessment Act*, or its regulations, or bind any decision-maker. If you need advice concerning the BC environmental assessment process, please seek professional assistance.

PURPOSE AND BACKGROUND

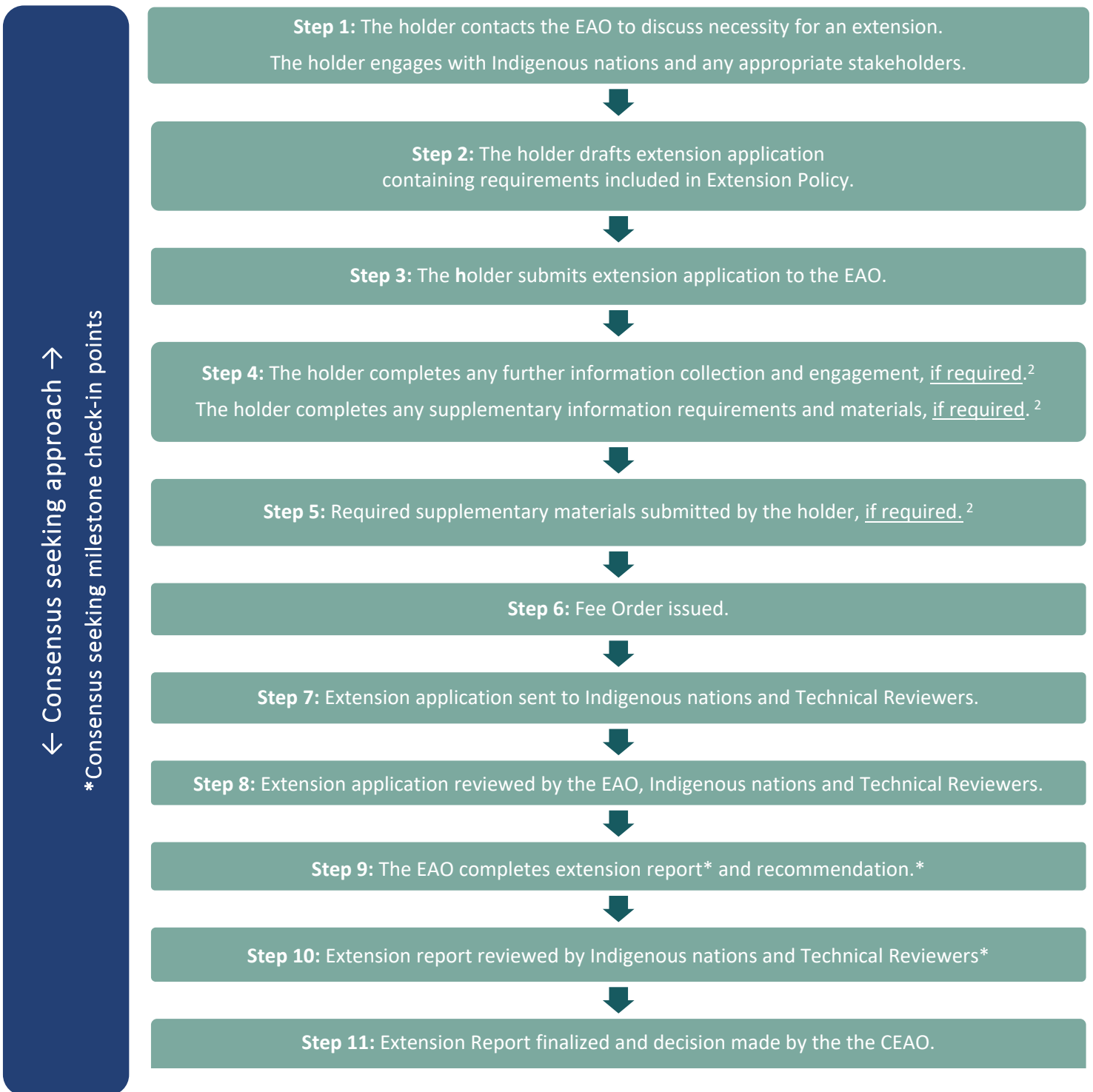
Under [Section 31](#) of the Act, a Holder of an EAC can apply to the Chief Executive Assessment Office (CEAO) of the EAO for an extension to the deadline by which the project must be substantially started. The CEAO, on one occasion only, can extend the deadline by not more than five years. The CEAO also has the ability to add new conditions to the EAC at the time an extension is granted.

Certificate extensions cannot be granted after the expiry of a certificate. If a certificate extension is granted, the project must be substantially started by the new deadline or the certificate expires pursuant to [Section 31\(6\)](#) of the Act.

In the case of an expired certificate, any conditions related to reclamation or decommission remain in effect, and new conditions related to reclamation or decommissioning may be added pursuant to [Section 31\(8\)](#) of the Act.

Pursuant to [Section 31\(5\)](#) of the Act, before making a decision with respect to an extension, the EAO must seek to achieve consensus with participating Indigenous nations.

FIGURE 1: EXTENSION APPLICATION PROCEDURES



²If required (depending on the completeness of the initial application in Step 3), the Holder will conduct further information collection and engagement and submit any supplementary materials.

Step 1 – Initial discussion

Before submitting a certificate extension application, the EAO recommends that the Holder contact the appropriate [Sector Lead at EAO](#) for an initial discussion about status of the project and the extension process. As a result of that conversation, it will be determined if a certificate extension application is necessary and for how many years the extension may be needed. The Holder and the EAO may discuss whether there will be sufficient time to consider and process an application before the substantial start deadline. An initial application (Step 3) should be submitted at least nine months prior to the certificate expiry date in order to allow the application to be considered.

Section 38 of the Act allows the minister or chief executive assessment officer to impose a time limit for doing anything under the Act. If it's considered appropriate in the circumstances, a time limit can be imposed regarding the submission of an extension application.

Step 2 – Engagement

Before submitting an application, the Holder should engage about the extension with Indigenous nations that participated in the EA of the project and any appropriate stakeholders or agency representatives.

Step 3 – Application Development and Submission

The application from the Holder must include:

- Certificate #, Project Name, Name of Holder
- Why does the Holder wish to extend the EAC and why is project development delayed?
- What was the length of time of the original EAC and why?
- What work has the Holder done to advance the project?
- What plans, including timelines, does the Holder have for advancing the project if the EAC is extended?
- What are the details of Indigenous nation, stakeholder and other agency engagement on the proposed extension. With who has the Holder engaged, what did they hear and what response have they given?
- Has new information come to light since the original EAC was granted that could change the conclusions reached in the EAO's assessment of the project? This could include:
 - new scientific and technical information (for example, a new dataset in respect of a key valued component (VC) of interest or a new best management practice);
 - physical changes to the airshed, watershed, landscape, or equivalent;
 - previously unknown or undetected effects (for example, a VC that was not a key concern during the initial EA has had a substantial change in condition that makes it a key concern presently); or
 - new information regarding Indigenous interests.

The application should be submitted to the CEAO. The EAO will conduct an initial review of the application to determine if any further information, engagement or supplementary materials are required.

Steps 4-5 – Further information and supplementary materials (if required)

If required (depending on the completeness of the initial application in Step 3), the Holder will conduct further information collection and engagement and submit any supplementary materials.

Steps 6-7 – Application Received and Distributed

Once all application materials for a certificate extension are received, they will be posted to the [EAO's project website](#). The EAO will circulate the extension application to Indigenous nations and Technical Reviewers for comment.

The timeline of the review for these parties is at the discretion of the EAO Project Lead and is generally between three to five weeks.

The EAO Project Lead will notify EAO Compliance and Enforcement of the application to discuss any challenges with clarity, measurability and enforceability of the existing certificate.

Consensus Seeking:

The Act provides in [Section 31\(5\)](#) that before making a decision on an extension application, the EAO must seek to achieve, with respect to that decision, consensus with participating Indigenous nations.

Consensus is achieved when an action is supported by a participating Indigenous nation and the EAO; or at least is not objected to by a participating Indigenous nation. Consensus is an outcome that can be achieved by engaging in meaningful, collaborative activities that support the sharing and analysis of information to inform decision-making.

As with other aspects of EA under the Act, the EAO will seek consensus with participating Indigenous nations throughout the process leading to the extension decision. This will include consensus-seeking on the recommendations in the extension report within the scope of the extension application.

Consensus seeking activities should begin at least by the time of the initial discussion between the Holder and the EAO and consensus-seeking activities would occur throughout the process leading to the decision.

Capacity funding for Indigenous nations will be assessed by the EAO on a case by case basis. The amount of funding provided will be reflective of the anticipated involvement of the Indigenous nation in the review of the extension application compared to other EA processes.

An invoice and fee order will be issued, typically within 30 days of receipt of the application. If fees are outstanding, the EAO may, amongst other things, refuse to consider the application further.

Fees:

Typically, within 30 days of receipt of an extension application, a fee order and an invoice will be issued to the Holder. The fee for an extension application is \$25,000. The fee order will be posted on the [EAO's website](#) soon after it is issued. See the [Fee Guideline](#) document on the EAO's website for further information.

Steps 8-10 – Review of application and draft extension report

Depending on the level of interest or concern expressed by reviewers, the EAO will act on one of the following options:

1. Where reviewers do not raise any significant concerns, the EAO will consider comments received and prepare an extension report for the CEAO.
2. Where reviewers express significant interest or concern, the EAO will prepare a draft extension report regarding the extension application and circulate it to the Holder, Indigenous nations and those Technical Reviewers who have provided comments on the extension application or otherwise indicated an interest in continuing to be a part of the review. Reviewers will be given a period to provide comments on the draft report, typically two to three weeks. The EAO will consider comments received and seek to resolve issues as required while revising the report as appropriate. The extension report will address the consensus or lack of consensus achieved. Where appropriate, the Holder will be given an opportunity to respond.

The EAO will determine whether additional conditions are appropriate. This will take into consideration, amongst other things, potential new significant adverse effects, relevant new statutes, regulations, case law, policy, practices or guidelines that have arisen since the granting of the EAC. Additional conditions will require an amendment to the EAC and may be added to the EAC by the CEAO, under [Section 31\(4\)\(a\)](#)¹ of the Act. Where additional studies or input are required to develop appropriate conditions, and cannot be completed prior to the EAC deadline, the EAO may consider recommending conditions to be developed after an extension application is approved, if it is approved under [Section 32\(5\)\(d\)](#) of the Act.

Recommended conditions will be discussed in the extension report.

Any amendment procedures will commonly take place concurrently with the extension application process.

Steps 11 – Report finalized and decision

The EAO will refer the extension report, including any recommended conditions, to the CEAO. Based on the information provided, the CEAO will determine whether to grant a certificate extension and, if so, whether additional or revised conditions are required via a certificate amendment.

If an extension is approved by the CEAO, the EAO will advise the Holder and other potentially affected parties of the decision.

Relevant materials throughout the extension application process will be posted on the [EAO's project website](#), including the extension report, letter and extension order.

¹ The Holder may also apply for an amendment to add new conditions to the certificate.

From: [Ron McLaughlin](#)
To: [REDACTED] [Council](#); [Peter DeJong](#); [Municipal](#)
Subject: Re: Concern over lack of COVID-19 enforcement
Date: Monday, May 11, 2020 9:48:23 PM

Hi Linda. Thank you for speaking with me this evening. You put a lot of effort into writing Council and I appreciate the time and effort you put forth to do so. I think I have covered the main points of your note and our conversation below and am glad you felt that I understood you.

Several Villagers have written or telephoned me this and other recent week ends with the same or related topics. The lack of social distancing was your biggest issue and as we joked, by this time it should be as normal as changing your socks daily, brushing your teeth, or frequently washing your hands.

The Attorney General for BC has not given authority to BEO's or the police to ticket people, and recent "warning tickets" you hear about are just that. All of the Mayors in Metro continue to ask for the teeth to enforce action but it has not been coming. Our BEO's are not intimidating people and can't spend extended periods of time in an area. Our experience is that the casual guests become uncommunicative and simply go back into their car and sit or otherwise wait them out. I would prefer that the RCMP made individuals feel uncomfortable should they patrol LB and be at an area where social distancing is not being practiced. Their presence would go a long way to calming the Villagers who follow our and the Public Health Officer's requests, but continually see casual guests disregarding them without consequences.

I'm sorry you did not have a good experience recently phoning the Bylaw Officer line, or that other emails you had sent to the office were not attended to as well as you would have liked.

CAO Peter DeJong will be in touch with the RCMP prior to this week end to request and gain their commitment to ensure a presence in Lions Bay this week end. They did a great job on the Easter week end and I am looking for a similar level of activity.

I mentioned the Minister of Transport has begun towing cars at the area they have responsibility for at the Brunswick off ramp. This is as a result of the no parking signage we had gained their approval to place there. We have not towed to any extent in Lions Bay before. Perhaps now is the time to consider this and double down on those who violate our parking Bylaws to conduct activities we would prefer they not. I will be discussing this with Council at our next meeting on Tuesday the 19th.

In my video on Friday in the Village Update one of the items I will briefly cover is your issue. It will be followed by an article by CAO DeJong fleshing out the issue in greater detail, how we are approaching it and other matters, and how the Villagers can respond if they want to alert

someone. Thank you for saying the Village Update is viewed by you as transparent and the information is presented with clarity.

Thank you again for taking the time to write and speak with me. Regards and keep well,

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: Linda Folster [REDACTED]

Sent: Monday, May 11, 2020 6:45 PM

To: Lions Bay Reception <reception@lionsbay.ca>; Lions Bay Office <office@lionsbay.ca>; Lions Bay Bylaw Officer <bylaw@lionsbay.ca>; Council <council@lionsbay.ca>; mayor@lionsbay.ca <mayor@lionsbay.ca>

Subject: Concern over lack of COVID-19 enforcement

Hello,

I am writing to express deep concern over a lack of sufficient enforcement of COVID-19 bylaws and advisories, which could put our community at risk. I want to start out by saying that in my daily walks and hikes around the Village and occasional visits to the store and post office, I have observed local residents being very respectful of physical distancing. I have, however, noticed on several occasions people walking right past the closure signs down to the beach - as many as 8 in 2 hours - plus a few other examples in my neighborhood. I have emailed a few times to complain, and was given contact info for the bylaw officers and was advised to contact them directly next time I have a complaint. The next time it happened, I did try this, however there was no answer on the bylaw officer phone line and no opportunity to leave a voice message, plus no one was available at the Village office to answer the phone. Several other residents have complained of the same lack of accessibility to our bylaw officers.

With the sunny weather this past weekend, plus last week's announcement of easing restrictions, this brought many large groups of visitors to Lions Bay. If you check the posts on the Lions Bay Neighbours Facebook website, you will see a large volume of complaints and concerns about visitors in large groups walking close together and ignoring physical distancing, parking illegally everywhere in the village, huge groups of young people walking

along the train tracks and heading to the cliffs, ignoring the many closure signs posted in the Village. I live on Mountain Drive, and on Saturday, one of my neighbors had 5 cars in their driveway (they normally have 1).

We have a tiny community with a population of less than 1,500. Approximately 22% of our population are over the age of 65 (4% higher than the national average), and therefore fall within a vulnerable group. Many of us are fearful of visitors introducing/spreading the virus in Lions Bay. Imagine, for example, if someone working at the store or post office counter was infected and asymptomatic due to a careless visitor. Virtually everyone in our community needs to visit the store/post office on a weekly basis. Imagine how quickly the virus would spread in our small community and the rate of infection.

I speak for many residents in saying that we want more and better enforcement. If we have signage, but no enforcement, what message are we sending to violators? We teach people how to act based on our behaviour, not our words. Signage without enforcement is a waste of the \$ invested in the signage because violators quickly learn not to take it seriously. Even just ticketing illegally parked cars is not enough. The price of oil is so low because people are not driving very much, and so a small parking ticket still costs them less than what they are used to paying for gas on a monthly basis. It is not a deterrent. The Village has put up a lot more "permit parking" signs recently, and I'm wondering if signs indicating that cars will be towed can also be installed. Towing is a far greater deterrent than parking tickets, and we need more of it.

Another suggestion is that bylaw officers need to be reachable 7 days/week, all hours of the day, so that we can report violators, and bylaw officers can drive to the scene to do some enforcement. I understand that bylaw officers do not have the jurisdiction to enforce a lack of physical distancing. With the long weekend coming up, I am wondering if the Squamish Police can have a presence here this coming weekend to help with this. I am also wondering if a request could be made to the RCMP to allow our bylaw officers the ability to do more enforcement.

As you may be aware, this past weekend saw huge crowds of people gathering at Vancouver beaches. More than 1,880 warnings were issued to people ignoring physical distancing, and as a result of peoples' non-compliance, the Vancouver beach parking lots will now be closed this coming long weekend (whereas they were supposed to be open after last Wednesday's re-opening announcement). When the same sort of non-compliance was happening in March and early April in Vancouver, the police began patrolling and issuing \$1K fines to people gathering together who did not live in the same household. Word of this travelled very quickly, and it had a strong impact on peoples' behaviour, which likely contributed significantly to us flattening the curve in BC.

I am one of many residents who care deeply about our community. I made face masks for all the front-line staff at the LB store and Cafe. I would like to feel that our municipal officials and staff care as much as we do about the health and well-being of our community. You can do better than this.

Sincerely,
Linda Folster

From: [Ron McLaughlin](#)
To: [Peter DeJong](#); [Municipal](#)
Subject: Fw: Woodfibre LNG Technical Working Group
Date: Tuesday, May 12, 2020 1:28:27 PM
Attachments: [Woodfibre LNG EAC E15-02 Extension Request 20200324.pdf](#)

Good afternoon Ruth. Woodfibre LNG is in next Tuesday's agenda in the correspondence section. I will (Karla please) expand this to include your email with background and recommendations.

Thank you very much for bringing this forward and offering your time to represent us.

Regards and keep well,

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: [REDACTED]
Sent: Tuesday, May 12, 2020 1:21 PM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Peter DeJong <cao@lionsbay.ca>
Subject: Woodfibre LNG Technical Working Group

Dear Ron and Peter,

In January 2015 Mayor Buhr and Council formally approved me as a representative on behalf of the Village of Lions Bay to the Working Group Committee for the Woodfibre LNG environment assessment. I participated in various working group meetings and filed reports, keeping Council updated along the way.

On Monday, April 20th the BCEAO notified specific representatives from the District of Squamish and the SLRD that Woodfibre LNG had applied for a five-year extension to their certificate.(see attached). Those notified in addition to these two local governments by the BCEAO were former members of the technical working group. No other communities in Howe Sound who were represented on the working group were notified or invited to comment. There is no public process for this extension.

There are many reasons why the Village of Lions Bay should be invited to comment.

Circumstances have changed since the environmental certificate was granted by the BCEAO in 2015 and those circumstances specific to the Village need to be brought to the attention of the EAO. I have been following this specific commitment by WFLNG to undergo a TERMPOL review by Transport Canada and to date that has not been completed. COVID 19 is not an excuse for requesting an extension.


Here is my request:

1. Village of Lions Bay write to Lori Carter | Project Assessment Officer Environmental Assessment Office
Government of British Columbia
Phone: (778) 698-5093 | Cell: (250) 886-5879
Email: lori.carter@gov.bc.ca

to request to be added back onto the list of Working Group members and be offered the opportunity to comment. Explain the reasons why the Village is a stakeholder and ask for the rationale why the Village was left off the list.

2. Council provide me with an invitation to submit comments that would then be forwarded to the BCEAO.
3. Request an extension to the deadline for response and comments due to the oversight of being excluded from the original invitation.

I am happy to provide more details.

Thank you,
Ruth Simons


March 24, 2020

Environmental Assessment Office

PO Box 946 Stn Prov Govt
Victoria, BC V8W 9V1

Attention: Michael Shepard, Executive Project Director, Oil & Gas Sector

RE: Extension to Woodfibre LNG Limited's Environmental Assessment Certificate (#E15-02)

Dear Mr. Shepard,

Reference is made to Environmental Assessment Certificate #E15-02 issued to Woodfibre LNG Limited (Woodfibre LNG) on 26 October 2015 pursuant to the Environmental Assessment Act 2002, c. 43 (former Act) as amended (EAC) for the Woodfibre LNG Project (the Project). As stipulated in EAC Condition 8, the deadline for substantial start of the Project is five years from the date of the EAC (i.e. 26 October 2020). Pursuant to subsection 31(2) of the revitalized Environmental Assessment Act, SBC 2018, c 51 (EAA), Woodfibre LNG hereby requests an extension to the duration of the EAC to 26 October 2025.

1. Supporting Rationale

Woodfibre LNG acknowledges that while the revitalized EAA has come into force, there remain policies and regulations under development, including that which will inform an updated Certificate Extension Policy, that are not yet publicly available. For this reason, this request for extension has been developed in accordance with available guidance¹ published by the Environmental Assessment Office (EAO) and gives due consideration to the information requirements laid out therein to provide the rationale to justify an extension of an Environmental Assessment Certificate for a project that has not yet seen a substantial start of construction. The process described in this guidance identifies four questions that must be answered in order for an extension request to be accepted by EAO. Accordingly, sections 1.1 to 1.4 in this request have been structured to answer these four questions.

1.1 Why is the Project development delayed and why do you wish to extend the certificate?

It is of utmost importance to affirm that Woodfibre LNG is fully committed to constructing and operating the Project and is therefore requesting to extend the EAC to allow Project construction to start after the current EAC expiry date of 26 October 2020, due to the reasons outlined in this letter.

Since the EAC was issued in October 2015, Woodfibre LNG has invested significant time, effort, and resources towards advancing the Project's pre-construction requirements. Despite these efforts, there has been considerable technical, administrative and external challenges that have hindered

¹ British Columbia Environmental Assessment Office (BCEAO). 2016. *Requesting a Certificate Extension*. Retrieved from <https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/environmental-assessments/guidance-documents/eao-guidance-certificate-holder-requesting-certificate-extension.pdf>

Woodfibre LNG's ability to progress the Project into construction and hence, we are revising our construction timelines.

Among such challenges are those associated with the requirements to clean up and remediate the historic pulp mill infrastructure at the Project site. Not only has the scope of this work been greater and more time consuming than originally anticipated, progress was slowed in 2018/2019 when an EAC amendment was required to clarify that site clean up and remediation works did not constitute construction of the Project. Further details on the implications of these works on advancing the Project are described in section 1.2.

Further, Woodfibre LNG has invested significant effort in pursuit of EAC amendments to fulfill its commitments to Indigenous Nations and to make this the best project for the local community in which it intends to conduct business long term. These important amendments continue to divert internal resources away from advancing pre-construction requirements. Further details on the impact of pursuing these amendments on Project timelines are described in section 1.2.

It is also important to acknowledge recently emerged external factors, out of our control, that are influencing our progress. In particular, external factors causing complications in commercial negotiations regarding an Engineering, Procurement and Construction (EPC) contract and COVID-19 have impacted our schedule.

Last fall, Woodfibre LNG was nearing finalization of an EPC contract and announcement of a Final Investment Decision when our preferred contractor for engineering, procurement and module fabrication, encountered financial challenges. In January 2020, our preferred contractor filed for Chapter 11 in the United States and is now undergoing proceedings which are expected to continue at least until July 2020. While this filing has no relationship to Woodfibre LNG, it significantly slows progress on finalizing the contract and hinders our ability to advance engineering of pre-construction requirements. Woodfibre LNG is confident that our preferred contractor will emerge from the process in a strong position to advance critical engineering and procurement to support our construction effort. As our preferred partner, we have developed a strong relationship and a mutual understanding of our Project and we are continuing to work with them as they go through this process.

Woodfibre LNG is not exempt from the effects of COVID-19, the recently emerged global pandemic. At present, COVID-19 is a rapidly evolving health crisis that we are monitoring closely, consistent with our safety policy and commitments to employees, contractors and host communities. As other Canadian companies are doing, in developing business continuity plans, we are attempting to adjust timelines as the effects of COVID-19 unfold. While it is clear that COVID-19 has had implications for our vendor's manufacturing facilities and fabrication yards in China, the schedule implications due to the delayed manufacturing of specialized equipment and fabrication of modules, related to the construction of our Project, remains unclear at this time. In addition, COVID-19 is causing serious economic implications around the world, creating widespread bank and financial market uncertainty. While we do not yet know the precise implications on our Project, this could lead to

complications in Project financing arrangements and commercial negotiations regarding the EPC contract.

1.2 What works have you done to advance the Project?

We refer to the recent EAO publication “Guide to Substantially Started Determinations”,² which describes a series of important factors that decision makers should consider as guidelines when forming a substantial start determination. These factors include:

- An assessment of the time, effort and resources invested to physically develop one or more main project elements;
- Whether or not any activities completed are recognized as a critical path component (or considered as secondary or ancillary); and
- Whether or not the activity would have occurred regardless of a project.

After reviewing all activities completed to advance the Project, Woodfibre LNG is confident that regardless of the significant investment of time, effort, and resources that have been expended, none of these activities may be attributed to the physical development of main Project elements. Further, Woodfibre LNG maintains that no physical activities described in the Project’s CPD (as amended July 2019) have been undertaken and thus no categorization of activities (i.e., critical path or secondary) has occurred. To date, all works completed to advance the Project are related to clean up and remediation of the historic pulp mill site and related infrastructure and/or are administrative in nature.

It is important however to acknowledge the efforts Woodfibre LNG has taken to clean up and remediate the Project site in order to advance the Project. To date, Woodfibre LNG has spent \$13 million on clean up and remediation activities including but not limited to the removal of historic marine infrastructure (wharfs and other pile-supported structures), removal of greater than 4000 creosote piles from the marine environment and the ongoing removal and recycling of historic concrete slab foundations. These works are being completed pursuant to the Squamish Nation Environmental Assessment Agreement (SNEAA), Certificate of Compliance (COC) issued by the BC Ministry of Environment (BC MoE), and/or Lease Agreement with the Ministry of Forests, Lands, and Natural Resource Operation and Rural Development (MFLNRORD) and are a substantial undertaking. As is often the case for historic industrial and contaminated sites, unreported and thus unanticipated hazards have increased the scope of previously anticipated works and are taking longer than anticipated to complete. Therefore, although site clean up and remediation are not yet complete, advancing these works are a key step in progressing the Project towards construction.

Woodfibre LNG also references EAC Amendment No.1 (Air Cooling Technology) which Woodfibre LNG initiated in accordance with the SNEAA issued in October 2015. More specifically, Condition 1(a) of the SNEAA requires Woodfibre LNG to compare the environmental effects associated with alternative and varying cooling technologies. On 19 October 2016, after careful consideration and discussion of the alternatives, the Squamish Nation required Woodfibre LNG to employ air cooling

² British Columbia Environmental Assessment Office (BCEAO). 2019. *Substantial Start Determination Process*. Retrieved from <https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/environmental-assessments/guidance-documents/eao-guidance-certificate-holder-substantially-started-determinations.pdf>

technology as opposed to the originally proposed sea-water cooling technology. On 27 January 2017, Woodfibre LNG submitted an application to amend the EAC to include air cooling technology to lessen potential long-term impacts on the local environment. On 12 July 2017, twenty-one months after receiving the SNEAA, Woodfibre LNG received Amendment No. 1 for Air Cooling Technology.

While completing this amendment was essential in advancing the Project, throughout the amendment period, the ability to progress many of the pre-construction conditions described in the Project EAC was limited. This was largely due to the requirement to include the potential changes to LNG cooling technology into both the Front End Engineering and Design (FEED) scope of work, and the proposed contract language for a potential EPC contractor.

With reference to EAC amendment No.2, Woodfibre LNG would like to acknowledge administrative challenges which delayed progress on completing site clean up and remediation works. This amendment application was initiated following direction received from the EAO on 30 November 2018, following a routine site inspection with representatives of the Impact Assessment Agency of Canada (IAAC) during which removal of creosote piles from the marine environment was observed. Woodfibre LNG maintained that the works observed during the inspection fell outside the purview of the CPD and were contemplated as part of an independent scope of work for the clean up and remediation of the historic industrial site. Woodfibre LNG was required to complete this work in accordance with the purchase of the historic pulp mill site and to honour those commitments made pursuant to its Squamish Nation Environmental Assessment Agreement (SNEAA) entered into with Squamish Nation in October 2015. Woodfibre LNG therefore pursued EAC amendment No.2 to clarify the breadth of the Project Construction phase through the use of more direct language that clearly delineated jurisdiction of the CPD. Subsequent upland activities that would have occurred under the clean up and remediation scope at the start of 2019 were left on hold until the EAC amendment was received. The approved application for amendment was received from EAO in July of 2019, eight months after the inspection that triggered it. Despite this pause in progress of the clean up and

remediation work, obtaining this amendment enabled these works to resume and advance the Project towards construction.

In response to public feedback regarding additional accommodation options to support Project construction, Woodfibre LNG submitted to the EAO a third application to amend the EAC. The proposed Amendment No.3 includes the mobilization and operation of a floating hotel (or “Floatel”) and supporting infrastructure, and is expected to result in additional Project benefits such as:

- Reduced effect on at-market housing within the Squamish-Lillooet Regional District and Vancouver;
- Reduced pressure on community infrastructure and services; and
- Reduced vehicle traffic on the Sea to Sky Highway (Highway 99).

Woodfibre LNG recognizes the effect the availability of sound and reliable worker accommodation will have not only on the Project but also on the local community. Woodfibre LNG intends to fully incorporate this scope of work into the necessary Project management systems, processes, and tools as appropriate (i.e., Environmental Management Plans (EMPs) required by the EAC prior to the start of construction). Woodfibre LNG anticipates receipt of amendment No. 3 in Q3, 2020, at which time it will be able to focus on completing detailed planning for the start of construction with the confidence that activities can be completed without unforeseen impact.

In addition to the EA amendments previously described, Woodfibre LNG has advanced engineering design, permitting and Indigenous engagement in order to achieve the following key Project milestones:

- Invested greater than \$40 million to date on FEED and detailed engineering;
- Procured candidate vessels for use as Floating Storage Tanks in 2014;
- Initiated TERMPOL review process through submission to Transport Canada in 2015;
- Obtained National Energy Board export licence to export LNG for 40 years in June 2017;
- Obtained British Columbia Oil and Gas Commission Facilities Permit in July 2019;
- Ordered the main cryogenic heat exchanger in August 2019, critical to the liquefaction of natural gas and part of a procurement process to de-risk the Project schedule by purchasing long lead items;
- Signed Impact Benefit Agreement (IBA) with the Squamish Nation in February 2019; and,
- Progressed IBA discussions with Tsleil-Waututh Nation.

Further, Woodfibre LNG has invested substantial effort towards advancing pre-construction commitments in the EAC. While completion of pre-construction commitments is still pending and subject to approval from EAO, efforts have included:

- Development of draft EMPs required by the EAC and initiation of associated consultation with regulatory agencies and Indigenous groups;
- Conducted numerous meetings with relevant federal, provincial and municipal agencies and community groups on EAC conditions and Project permitting;
- Developed and maintained a dedicated Project website to keep external parties informed of Project activities consistent with EAC Condition 25. This website is currently undergoing renovation and updating, with a relaunch planned for Q2 2020; and

- Conducted consultation meetings with forest tenure holders, consistent with EAC Condition 19.

1.3 What plans, including timelines, do you have for advancing the Project if the certificate is extended?

It is important to acknowledge that the Project's construction schedule is constrained by least risk timing windows, consistent with mitigation measures identified in the EA application and conditions of the EAC. Examples include Fisheries and Oceans Canada (DFO) least risk timing window for the protection of marine fish and fish habitat in Howe Sound from August 16 – January 31 and the Environment and Climate Change Canada (ECCC) guidance for avoiding certain works during regional nesting periods from late March to Mid August. Woodfibre LNG's target to start construction is within the first year of extension of the EAC and within the least risk windows for marine fish and avoiding regional nesting periods. However, Woodfibre LNG recognises that unpredictable implications of external factors including the outcome of our preferred contractor's Chapter 11 proceedings and the COVID-19 pandemic will effect Project timelines.

Between now and substantial start of construction, Woodfibre LNG plans to continue site clean up and remediation activities, and will remain focused on completing pre-construction requirements identified in our environmental assessment approvals and advancing permitting for the construction phase.

A key component of the current pre-construction phase is an assurance that commitments made through consultation with Indigenous Nations, engagement with the local community, and the regulatory review process are carried forward into the Project design and construction implementation processes. Woodfibre LNG will continue conducting consultation on the required pre-construction EMPs with identified Indigenous Nations, government agencies and stakeholders. Woodfibre LNG is targeting advancement of these EMPs by the end of 2020, pending completion of the EAC amendment #3.

An EAC extension will support Woodfibre LNG's efforts in continuing to champion the principles of the Truth and Reconciliation Committee's (TRC) Calls to Action and implement the spirit of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) as incorporated into British Columbia law through the Declaration on the Rights of Indigenous Peoples Act (DRIPA). Woodfibre LNG acknowledges the importance of free, prior and informed consent for Indigenous Peoples and their right to self-determination regarding development projects and activities that could impact their traditional lands. Woodfibre LNG respects that this consent must relate not only to environmental and economic issues, but also to social, gender, community health and cultural considerations as well.

The Squamish Nation have recognized rights and title to traditional lands that include the Certified Project Area. The Squamish Nation, through the Woodfibre Environmental Working Group (WEWG), provides us with a lens of traditional knowledge to field activities and for consideration during design and construction planning. Woodfibre LNG currently remains, and will continue to remain, actively engaged in advancing Project discussions through the WEWG.

In the spirit of the new legislation (DRIPA and EAA) and the Truth and Reconciliation Calls to Action, Woodfibre LNG is also committed to working with Indigenous nations including the Tsleil-Waututh

Nation. More recently, Woodfibre LNG has increased collaborative work with the Tsleil-Waututh Nation with a view to developing a more robust relationship through Tsleil-Waututh Nations Treaty, Lands, and Resources Department. Woodfibre LNG is working with Tsleil-Waututh Nation towards alignment on a common process. An EAC extension will enable Woodfibre LNG to respect community driven deliberations and seek mutually acceptable solutions.

In addition to pre-construction requirements of our environmental assessment approvals, Woodfibre LNG plans to advance the more than 100 permits required for construction and operation of the Project. The key focus between now and substantial start of construction is on preparing and submitting applications for permits required to enable the Project to start construction.

1.4 Has new information come to light since the original certificate was granted that could impact the conclusions reached in the certificate?

As described in section 1.2, since the original certificate was issued, significant discussion has occurred regarding worker accommodation for the construction phase of the Project. Based on feedback from the community and stakeholders, Woodfibre LNG has submitted an application in October 2019 for EAC amendment No. 3 to propose a floating worker accommodation at the site. Woodfibre LNG remains committed to completing the amendment process to ensure Project impacts on at-market housing, community infrastructure and services, and vehicle traffic on Sea to Sky Highway are minimized.

In addition, Woodfibre LNG acknowledges required changes to the Project site have resulted from the pre-construction clean up and remediation activities that may have affected the current site condition as characterised during the original EAC application and review. For example, the removal of historic marine infrastructure, including more than 4000 creosote piles, has changed the physical marine habitat, which could influence related environmental parameters. As such, Woodfibre LNG is committed, through existing EAC conditions and in meeting permit application requirements, to supplementing the existing multi-year baseline datasets, where required, to support monitoring of Project effects and effectiveness of mitigation measures.

Woodfibre LNG also acknowledges that procedural changes in the newly incorporated and revitalized EAA will play a significant role in the Chief Executive Assessment Officer's decision with respect to this request for extension, under Section 31(4)(a) of the EAA. These new legislative measures empower Indigenous Nations to seek opportunities to build consensus amongst their potentially project-affected community members, and seek consent at key points in the assessment process.

Of importance to Woodfibre LNG is an understanding of the newly legislated requirements for consultation and engagement embedded in the recently revitalized EAA. Woodfibre LNG welcomes greater opportunities to consult and strengthen our relationships with Indigenous groups and stakeholders. An EAC extension will allow us the time required to address any potential implications of these changes while ensuring ongoing compliance with the EAA.

2. Closing

Woodfibre LNG submits that this request for extension of EAC #E15-02 has been completed in line with the guidance provided by EAO. This request considers the current state of Project activities in

its determination that a substantial start of construction has not yet been achieved which, as a result, allows for an EAC extension request to be carried forward and considered by the office of the Chief Executive Assessment Officer. The rationale included as part of this request considers the circumstances which have resulted in the adjusted timing of start of construction activities yet also provides context to understand the activities that have occurred or are planned to occur on site. A timeframe for a reasonable start of construction has also been offered for information and consideration during the review of this request.

If you have any questions, please contact James Wilkinson, Senior Regulatory Manager at (604)620-7883 or james_wilkinson@wlng.ca.

Sincerely,



Woodfibre LNG Limited

David Keane
President

From: [REDACTED]
To: [Council; Municipal](#)
Subject: Lion Bay beaches.
Date: Friday, May 8, 2020 6:38:34 PM

First of all I wanted to thank you for working to keep our village functional during these unusual times. I am sure it has been a challenging job to meet everyone's expectations and try to please as many villagers as possible.

I was reading this weeks e-post and was surprised however that you have not provided more detailed information regarding opening the beaches.

"We are working with our municipal partners in the Metro area to work through the issues associated with each sector and to aim for some coordination on how and when our respective facilities are re-opened."

This statement seemed especially surprising to me in regards to the beaches as our municipal partners have not closed their beaches.

I had hoped like our hiking trails that we would be able to open the beaches but keep the parking closed to minimize use and ensure proper space for social distancing.

If we were following our municipal partner's direction this would already be the case.

If on the other hand we were following the provincial parks direction then we should be opening by next Friday as that is when all provincial park day use areas will be reopened.

By keeping our villages outdoor opportunity for recreation closed you are encouraging our community members to go elsewhere not only increasing other communities exposure but also increasing the risk to our villagers and in turn our village.

This weekend is going to be a beautiful one and I would have liked to spend it enjoying my village's beach but now am having to decide if I want to risk going to a West Vancouver or Vancouver beach as they remain open.

Sincerely yours,
Dawn Mitchell

From: [Municipal](#)
To: [Lions Bay Office](#)
Subject: FW: Cell Tower
Date: Wednesday, May 13, 2020 10:57:11 AM

From: Ehsan T. Monfared [REDACTED]
Sent: Wednesday, May 6, 2020 11:12 AM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Municipal <agenda@lionsbay.ca>; Peter DeJong <cao@lionsbay.ca>
Subject: RE: Cell Tower

Thanks Ron.

I just saw something posted on Facebook concerning it. That is a disappointing development – perhaps I'll invest in a range extender for our house as my ability to connect to the world through my cell phone is absolutely vital to my profession and livelihood, having already had calls with folks in Jerusalem, Montreal, Prince Albert, Chicago and Wichita today alone!

Appreciate Council's deliberation of this matter and will watch with interest as future proposals arise to improve this wonderful community.

Best,
Ehsan

From: Ron McLaughlin [<mailto:mayor.mclaughlin@lionsbay.ca>]
Sent: May 6, 2020 12:07 PM
To: Ehsan T. Monfared; Municipal; Peter DeJong
Subject: Re: Cell Tower

Good morning Ehsan.

If you don't know already, the motion to proceed with a communications tower did not pass (3/2) last evening and it is unlikely the topic will be brought forward in the foreseeable future.

Resident correspondence to Council or to me personally on any topic is always welcome. I appreciated receiving your thoughts. Thank you.

Warm regards to you and your family,

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: Ehsan T. Monfared [REDACTED]
Sent: Thursday, April 30, 2020 1:51 PM
To: Council <council@lionsbay.ca>; Municipal <agenda@lionsbay.ca>
Subject: Cell Tower

Dear Mayor and Councillors,

I trust my email finds you all healthy and well during these unusual times. I understand that the cell tower may make it on the council agenda this week. As a new resident to this community, I must say I didn't fully comprehend the poor level of cell service I would experience.

I have seen some opposition to the installation of a new cell tower both online and in the mail room – all seemingly based on assertions of adverse health effects of 5G technology. I don't think that protecting the health and wellbeing of our community members is something we should ever take lightly.

However, I'm not an expert in the potential carcinogenic effects of RF signals. Based on my cursory research, there's no clear peer-reviewed scientific evidence to suggest that 5G cell towers and associated technologies causes adverse health effects. I hope that in council's considerations of this matter, you will give due consideration to any such studies, and that in the absence of clear scientific evidence about potential health risks, I am hopeful that you will support the installation of this cell tower.

Better connectivity is the way of the world. COVID19 has put that reality into sharper focus. It would be a shame to hold back progress of our small community without a compelling policy basis that is informed by the facts and scientific evidence.

I appreciate your time in reviewing my concerns, and for taking my position into account during your deliberations.

Best,
Ehsan Monfared

From: [Municipal](#)
To: [Lions Bay Office](#)
Subject: LB Parking
Date: Thursday, May 14, 2020 11:49:53 AM
Attachments: [fb1.png](#)
[fb2.png](#)

From: Charlie Bradbury [REDACTED]
Sent: Thursday, May 14, 2020 10:45 AM
To: Peter DeJong <cao@lionsbay.ca>; Council <council@lionsbay.ca>; Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Subject: LB Parking

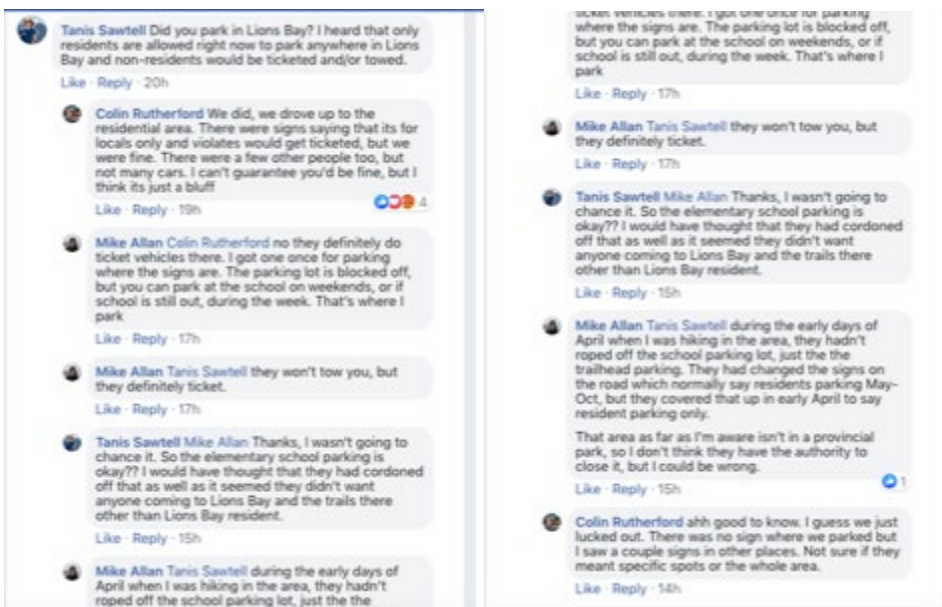
Hi there,

Just something for you all to chew on.... I found these comments on a FB group, it's basically broadcasting that our parking measures are ineffective and all the signage is a bluff. I personally saw these cars parked at the end of Oceanview without a permit or ticket, for hours.

Not sure who was on duty over the weekend but from what I hear from everyone in the village they weren't dealing with people at the beach park, or handing out tickets to the many, many parking violations. I drove around and saw cars parked all the way up Kelvin Grove, and on bends near offramps, all non-ticketed.

As a law abiding citizen that's not using the beach, it sure is starting to feel like I'm paying for other people's fun....

Stay safe, stay sane.



Charlie Bradbury

From: [Municipal](#)
To: [Lions Bay Office](#)
Subject: Parking and Village Sustainability and Safety
Date: Friday, May 15, 2020 9:20:39 AM
Attachments: [Parking-Village Sustainability and Safety - Leslie Nolin.pdf](#)

From: Leslie Nolin [REDACTED]
Sent: Thursday, May 14, 2020 9:56 PM
To: Council <council@lionsbay.ca>
Subject: Parking and Village Sustainability and Safety

Good evening everyone.

Please find attached my comments from a recent Facebook post to our community page - I think it should be of particular interest in this time of CoVid as well in a time of Social Media.

When I wrote the initial Facebook post Tuesday evening I was reading many posts around this past weekends MoT towing at Brunswick beach and I felt I should weigh in.

I have already spoken to Mayor McLaughlin about this post, however felt I should inform Council members of my findings. I offer this to you all as a concerned resident, but also as someone willing to help find solutions to a growing problem in the village. The attached it is written in a less formal manner - so I apologize in advance.
If you have any questions at all please do not hesitate to contact me.

Warmly,

Leslie A. Nolin
[REDACTED]



Virus-free. www.avast.com



To: Mayor Ron McLachlan, Councilors: Neville Abbott, Red Bain, Norm Barmeier and Jaime Cunliffe

From: Leslie Nolin, 23 year owner and resident, Former member of the Lions Bay Parking Committee

Re: Village of Lions bay Parking and Community Sustainability concerns in response from a community Facebook post I, Leslie Nolin sent to the Lions Bay Neighbors group May 12, at 9pm – there are now -82 responses.

Copied and edited

I was a member of the Lions Bay Parking Committee under Mayor Buhr in 2016 and the committee was formed to address and create a parking plan to address the concern over the public's use of our village during summer months.

A parking system, in its basic definition- is to:

- manage the flow of individuals using a civic space;
- provide a small revenue stream to use to clean up those public spaces;
- to pay for enforcement and;
- to track who is visiting a given community.

In 2016 the challenges of putting in public pay parking system in a small community was due to conflicting narratives around the intention of a parking system' and at the time how many village members felt a public pay parking would make Lions Bay look in the wider community. The community was quite at odds with itself around parking.. The closest municipality similar to Lions Bay is Deep Cove and they too have been trying to address an overwhelming number of visitors to their community during holidays, spring and summer. They used a facilitated public engagement event in 2013 of which can be viewed on their webpage – it is informative. As well, they too attract individuals who try to defy Bylaws whether it's parking, littering, loitering, pet excrement and so forth. They do however have a larger commercial population whereby a tax base can assist in the funding of services.

Now, some time has passed since the induction of the initial public pay parking system (Summer 2016) and the increase in social media around places with beaches and hiking trails has increased the visitors to our village. This past weekend and the COVID restrictions demonstrated once again, the need for stricter measures when it comes to our community's health, safety and bylaw enforcement.

To look back in retrospect, we weren't strict enough with our initial measures... Mayor Buhr had the right vision and could see how social media was going to impact Lions Bay. I believe he could see that with visitors came many, many other unwanted problems we were not ready to address. A rise in petty crime, a population of people (age related) who felt immune to the laws of the village and at times quite flagrant about abusing them, increase in drugs and alcohol use in public spaces, vandalism, damage to public spaces, littering and loitering, parking in front of fire hydrants, in driveways, smoking on trails - fire hazards and now in the age of COVID – defying provincial laws around social distancing and public safety.



We have to find enough funding for 3-4 enforcement officers, we need to increase in the cost of public pay parking.

We currently have two part time officers for the entire village: Kelvin grove, Lions Bay beach, Brunswick beach, all the trail systems as well as the street parking to manage. Let’s put out some basic logic- if you are coming to LB to hike, parking on a street a 10 minute hike from the trail you are going to hike on doesn’t seem like a stretch.... The community was close to hikers and I saw six men park at the park and ride and HIKE all the way up to Sunset to do the Lions. No biggy – they are here to hike. No matter what we put in place it must have enforced consequences. Laws and bylaws are only as strong as their enforcement. And it is known in most hiking communities that we do not have enforcement Monday-Thursdays – why would the village not have enforcement on a Tuesday and Thursday one week and Monday, Wednesday, Friday the next??? Be unpredictable and hire people who want to outsmart the folks who are trying to outsmart them. It is known out there that we are a cheap place to park, we lack enforcement and we don’t tow...Ugh! And social media has ensured everyone knows this. I personally would rather hear.... it’s a great place, but they ticket and tow. I have Attached to this are two photos from a **Vancouverhikes** group talking about parking in Lions Bay. From this past weekend – there are thousands more just like this. And If there is one thing I dislike more than anything – its to be talked about like we are stupid. You should be as well.

My company executed the Parking Survey back in 2016 and the community fell into two general camps-people who wanted the community to maintain its welcoming flair (the no pay and no tow folks) and community members who felt laws are laws and we should enforce— the divisiveness was also on the geographical lines of the village. Residents who didn’t have to deal with vacationers really didn’t see what all the fuss was about, and residents near the beaches, or hiking trails had more to say about the matter. But the severity of the situation has changed since then and since I wrote this FB posting many community members admittedly shared that they thought we shouldn’t be too hard on visitors and since have changed their minds.

Now that I look back at this survey there is some interesting data upon retrospect:

At the time of the survey where were 523 residences in the Village with an estimate 41 that were vacant. 26 Strata properties. According to the 2016 census Lions Bay population was 1336 residents.

At the time:

55.19% of Respondents did not support pay parking in the village

The top 10 parking solutions in order of importance and support:

1. Ensure parking signage is clear and consistent
2. Increase the supply of visitor only parking
3. Put in visitor metered parking in high traffic areas (beaches, hiking trails)
4. Tow vehicles more frequently
5. Reduce the number of NO PARKING signs
6. Educate residents on parking bylaws (#413 traffic and Parking Bylaws)
7. Increase resident only parking spaces
8. Increase the cost of parking fines
9. Add signage at the parking areas with relevant parking bylaws
10. Increase the LB Bylaw officer hours from seasonal to year round



TOP FIVE Parking Challenges in 2016:

1. Lack of consistent parking enforcement during high traffic seasons
2. Lack of clear parking signage
3. Lack of resident knowledge of parking Bylaws
4. Lack of designated Visitor parking spaces
5. Lack of year round Bylaw Officer

76% of the village had a problem with parking during the high season (May-Sept) at the Beach parks

54 % of the village had a problem with parking in the high season (May-Sept) near the hiking trails

Respondents felt priorities at that time were:

1. Lions Bay Beach parking
2. Brunswick Beach parking,
3. Kelvin Grove parking
4. Signage
5. Enforcement – ticket and tow
6. Emergency Vehicle access

In my professional opinion (I consult with the City of Vancouver urban planning department)—Lions Bay needs to implement a plan similar to what the City of Vancouver did back in 2015

- Increase parking fees.
- increase ticketing and towing
- Ensure signage is clear – “Lions Bay Tickets and Tows”
- Take time to be unpredictable so that coverage is seamless - one week M.W.F the next week T. Th. and all weekends
- increase the price of parking tickets \$85, 75 if paid in 10 days, and \$125 if paid late
- If a vehicle is parked in a designated **no parking area** (parking pass or not) – It is towed or tire boot applied.
- Use the media coverage to make a statement about our community.
- Plan for the complaints- there will be a few
- Ensure villagers understand bylaws apply to them – we too don’t abide by the laws.
- Laws are black and white – not grey.

Eventually people will learn that Lions Bay enforces their rules. Right now- the public knows we haven’t and we still don’t. And.... let’s assume people are singularly focused- because we are.... signage is good, but it needs to be better. “Defy parking orders and you will be towed.” “Uber and taxi info for people who don’t read” - think we need to get a little pithy. Or first warning.... Second warning sign a little higher and STOP – final warning.... Signs don’t cost that much – (my husband owns a print shop)

Come visit us, pay your parking fees, use our beaches, pick up after yourself, park where you should or get **ticketed and towed.**



Concerns

The survey came with its share of overly concerned individuals.

Now,I have pages of commentary from the 2016 survey ...'what if this is a mum and two kids we can't just tow her car'. And I'm sorry folks but it isn't the community's responsibility to ensure she does her due diligence as a mother, it's hers. And I say that as a former single mum with two kids... and I knew where to park, what my budget was and yes, I learned— simple things like, my car gets towed if I park on Georgia after 3pm... how do I know that? I got towed. Never, ever did it again. Rules aren't unkind, it is simply good governance.

It is not Lions Bay's job to parent the visitors who come to this village... it is our communities responsibility to welcome people, be kind and hospitable and it is our government's job to enforce the rules of our community so it's stays gorgeous, it stays safe and it stays the place we know and love.

I also think there should be clarification around the consequences for residents of the village who park somewhere that has a no parking sign- regardless that you have a pass and you are a resident...your ticket should not be refunded. Enough with not following our own bylaws— put your pass where you should, use it, park where you should and follow the bylaws.

Or If you park where all resident are allowed to park but you forgot/ lost/ or don't have your RPP (resident parking pass) we should have 48 hours to produce your pass.

I am happy to prepare something to present to council and make this note more formal as I did mention this to our Mayor yesterday – but in the name of democracy it is better that I open it up to the wider community given I did the research back in 2016.

Thanks everyone.

Warmly

Leslie Nolin

████████████████████

Please see next page for Vancouverhikes-text photos

Did you park in Lions Bay? I heard that only residents are allowed right now to park anywhere in Lions Bay and non-residents would be ticketed and/or towed.

Like · Reply · 20h

We did, we drove up to the residential area. There were signs saying that its for locals only and violates would get ticketed, but we were fine. There were a few other people too, but not many cars. I can't guarantee you'd be fine, but I think its just a bluff

Like · Reply · 19h 

no they definitely do ticket vehicles there. I got one once for parking where the signs are. The parking lot is blocked off, but you can park at the school on weekends, or if school is still out, during the week. That's where I park

Like · Reply · 17h

they won't tow you, but they definitely ticket.

Like · Reply · 17h

Thanks, I wasn't going to chance it. So the elementary school parking is okay?? I would have thought that they had cordoned off that as well as it seemed they didn't want anyone coming to Lions Bay and the trails there other than Lions Bay resident.

Like · Reply · 15h

during the early days of April when I was hiking in the area, they hadn't roped off the school parking lot, just the the trailhead parking. They had changed the signs on

ticket vehicles there. I got one once for parking where the signs are. The parking lot is blocked off, but you can park at the school on weekends, or if school is still out, during the week. That's where I park

Like · Reply · 17h

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Like · Reply · 17h

Thanks, I wasn't going to chance it. So the elementary school parking is okay?? I would have thought that they had cordoned off that as well as it seemed they didn't want anyone coming to Lions Bay and the trails there other than Lions Bay resident.

Like · Reply · 15h

during the early days of April when I was hiking in the area, they hadn't roped off the school parking lot, just the the trailhead parking. They had changed the signs on the road which normally say residents parking May-Oct, but they covered that up in early April to say resident parking only.

That area as far as I'm aware isn't in a provincial park, so I don't think they have the authority to close it, but I could be wrong.

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ahh good to know. I guess we just lucked out. There was no sign where we parked but I saw a couple signs in other places. Not sure if they meant specific spots or the whole area.

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Intentionally Blank