



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**COUNCIL STRATEGY COMMITTEE
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, MARCH 16, 2021 at 7:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY
AND VIA ZOOM VIDEO CONFERENCE**

MEETING LINK: <https://us02web.zoom.us/j/85704718661>
TO JOIN VIA PHONE, DIAL 778-907-2071 AND ENTER MEETING ID: 857 0471 8661

AGENDA

1. **Call to Order**
2. **Adoption of Agenda**
3. **Public Participation**
4. **Review & Approval of Minutes of Prior Meetings**
 - A. Council Strategy Committee Meeting – January 12, 2021 (Page 3)

THAT the Council Strategy Committee Meeting Minutes of January 12, 2021 be approved as circulated.
5. **Business Arising from the Minutes**
6. **Unfinished Business**
7. **Reports**
 - A. Staff
 - i) Preliminary Capital Expenditures and Supplementals Budget Discussion (Page 7)
 - (a) Fire Department Items – Discussion with Fire Chief
 - (b) Balance of Budget Items
 - ii) Communications and Engagement Survey (Page 17)

Staff Recommendation:
THAT the Council Strategy Committee recommends to Council THAT Council direct staff to implement the 2021 Communication Survey, as presented at the March 16, 2021 Council Strategy Committee Meeting.
 - iii) Broughton Hall User Groups and Liability Insurance (Page 41)
 - (a) Report from CAO DeJong
 - (b) Report from Councillor Barmeier

Staff Recommendation:

THAT the Information Report, "Broughton Hall User Groups and Liability Insurance" be received.

iv) Parking Fines (Page 51)

Staff Recommendation:

THAT the Council Strategy Committee recommends to Council THAT Council provide direction to staff with respect to the issue(s) outlined in this report.

- B. Mayor
- C. Council
- D. Committees

8. New Business

9. Public Questions & Comments

10. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

- A. Citizen Awards

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:

- (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality.

Council does not anticipate reconvening the open meeting for any purpose other than to adjourn the meeting generally.

[OR]

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

11. Reporting Out from Closed Portion of Meeting

12. Adjournment



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**COUNCIL STRATEGY COMMITTEE
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, JANUARY 12, 2021 at 7:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY
AND VIA ZOOM VIDEO CONFERENCE**

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)

Public: 7

1. Call to Order

Mayor McLaughlin called the meeting to order at 7:01 p.m.

2. Adoption of Agenda

Moved/Seconded

THAT the agenda be adopted as submitted.

CARRIED

3. Presentation by Cory Sivell, YourCity – Village of Lions Bay Asset Management Infrastructure Program

Cory Sivell, CEO, YourCity presented on the Asset Replacement Funding Plan and overview of the project plan in Lions Bay.

Cory Sivell, responded to questions, noting:

- With baseline data, can now monitor and report vital signs of assets to note changes of their health score over time; dynamic reporting
- Village will determine reporting methods and how often. Inventory will naturally get updated due to financial reporting

- Communication with public is important
- Ideas for revenue generation: renewable energy generation, getting rid of assets, opportunity to explore and improve on revenue generation
- Council to determine financial considerations of reserve funds

Staff responded to questions, noting:

- asset management plan is based on current asset inventory; drainage assets very poor, not fully recorded
- Drainage and road assets are interrelated, as the Village expands work on roads, work on drainage will expand as well
- Asset inventory reporting will be updated as assets are replaced - annual report one option for reporting
- Assets beyond useful life - not included in the analysis of asset inventory;
- Budget scenarios will be discussed during Council budgeting process
- The average annual funds available for capital of \$199k does not include infrastructure levy as it is intended to build our reserves. Essentially taking revenue less expenses to determine balance remaining for capital - Number fluid, not exact
- Consider having sufficient reserves to cover the value of the assets beyond their useful lives as they could fail at any time and require replacement
- Asset Management plan linked to financial reporting

4. Public Participation

A. Tony Greville

T. Greville commented on the scenarios that were presented, noting the asset lifecycles.

Staff responded to his questions, noting that the scenarios presented were based on like for like replacements and that the drainage assets were underestimated. It is the Village's goal to improve on that over time.

B. Marek Sredzki

M. Sredzki commented on his objections regarding the presentation, noting the national financial crisis and suggesting that the budget and future expenditures not be increased for the municipality.

5. Review & Approval of Minutes of Prior Meetings

A. Council Strategy Committee Meeting – December 1 & 2, 2020

The following items were identified as changes to the minutes:

1. Page 6, item 4Aiii, request to record the vote, noting Councillor Abbott and Bain were opposed to the Lions Bay Avenue Connector Project
2. Page 14, under Councillor Abbott's report, change item c to "Good maintenance practices for road and storm water drainage"
3. Page 16, item 7B change spelling to read O'Dwyer.

Moved/Seconded

THAT the Council Strategy Committee Meeting Minutes of December 1 and 2, 2020 be approved, as amended.

CARRIED

6. Business Arising from the Minutes

None

7. Unfinished Business

Mayor McLaughlin requested that reports on business licensing, resident engagement, and PRV replacements be brought to a Council meeting.

8. New Business

None

9. Public Questions & Comments

None

10. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

- A. Minutes from December 1 & 2, 2020

Moved/Se

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:

- a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- c) labour relations or other employee relations; and
- 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*; and
- k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public; and

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

The meeting was closed to the public at 8:35 p.m.

The meeting was re-opened to the public at 8:46 p.m.

11. Reporting Out from Closed Portion of Meeting

The closed Minutes were approved.

12. Adjournment

Moved/Seconded

THAT the meeting be adjourned.

CARRIED

The meeting was adjourned at 8:46 p.m.

Mayor

Corporate Officer

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

Type	Report to Council		
Title	2021 Preliminary Capital Budget		
Author	Pamela Rooke	Reviewed By:	Peter DeJong
Date	March 12, 2021	Version	
Issued for	March 16, 2021 Council Strategy Committee Meeting		

RECOMMENDATION

THAT the report “2021 Preliminary Capital Budget” be received for information purposes.

ATTACHMENTS

1. Proposed 2021 Capital and Supplementary Requests
2. Proposed 2022-2025 Capital Requests

KEY INFORMATION

At the March 2, 2021 Council Meeting, staff presented a detailed list of the proposed capital and supplementary operational requests and a summary of the 2021 capital requests that are linked to the Infrastructure Master Plan (IMP). These reports are being presented again, with some minor updates, along with a detailed list of the proposed 2022-2025 capital projects also linked to the IMP. This will provide Council an opportunity to further review and discuss the requests with staff, including the Fire Chief, during the meeting. Staff will bring back these capital requests to the March 23, 2021 Council meeting along with the preliminary 2021-2025 Five Year Financial Plan. Staff will be looking for direction from Council with regard to the 2021 tax rate at that meeting.

FOLLOW UP ACTION

Staff will be available to respond to any questions at the March 16, 2021 CSC meeting. Staff will present the draft 2021-2025 Five Year Financial Plan at the March 23, 2021 Council



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Meeting for review and discussion. Based upon the direction provided at the March 23, 2021 meeting, staff will prepare the 2021-2025 Five Year Financial Plan Bylaw and bring it to the April 13, 2021 Council Meeting for three readings.

**Village of Lions Bay
2021 Budget - Proposed Capital and Supplemental Requests**

Description	Amount	Notes
Extend DEPC Contract:		
<i>Currently budgeted to end of July 2021 at 2 days per week</i>		
<i>Annual Cost of Position - 2 days per week - \$38,085</i>		
Cost to extend contract to December 31, 2021	15,950	
Cost to extend from Jan - July 2022 - in 5 Year Plan (\$22,738)		
Increase in Bylaw Enforcement Officer's (BEO's) Hours		
Extra cost for two full-time BEO's from April to Sept. - 35 hours per week each - 7 hours per day, 5 days per week, both working Friday - Sunday.	35,630	COVID grant
Increase over usual hours covered by COVID grant		
Laptops - PW (2) and CAO	7,500	COVID grant
Village Hall - New Phone System	6,000	COVID grant
Current system is at end of useful life - new system would allow improved communication with staff working from home		
Bear Proof Public Garbage Cans (2)	5,000	COVID grant
Speed Radar Signs (2)	11,000	COVID grant
Survey, Design and Construction to upsize watermain on inlet/outlet of Phase IV and Phase V Tanks.	59,750	
Balance of CWWF Grant and Loan	<u>(59,750)</u>	
Must be completed after the PRV work at Upper Bayview.	-	-
Road Repairs	125,000	
Part of three year plan commenced in 2020. Includes: Crosscreek Road, Isleview Place, Oceanview Road		
High Priority Bridge Repairs		
General Bridge Repairs	17,000	

Village of Lions Bay

2021 Budget - Proposed Capital and Supplemental Requests

Description		Amount	Notes
Bayview Road Bridge over Alberta Creek (to private driveway)		160,000	
Reservoir Rehabilitation and Inspection		25,000	
Inspection of Magnesia and Highway tanks.			
Lions Bay Beach Park Revitalization Project	1,070,438		
ICIP Community, Culture and Recreation Program Grant	(784,951)		
Re-Budgets / Donations	(60,000)		
Grant application submitted October 1, 2020 - decision anticipated July 2021.	<u>225,487</u>	225,487	From Reserves
Lions Bay Beach Park - Washroom			
If LBBP ICIP grant application is unsuccessful.	225,487		From Reserves
Lions Bay Beach Park - Kayak Rack	20,000		
2020 re-budget	(20,000)		
If LBBP ICIP grant application is unsuccessful.	<u>-</u>	-	-
Lions Bay Beach Park - Playground	40,000		
Fundraising	(40,000)		
If LBBP ICIP grant application is unsuccessful.	<u>-</u>	-	-
Bayview Road Drainage & Water Improvement Project (DWIP)	2,262,683		
ICIP Green Infrastructure Environmental Quality Grant	(1,659,225)		
MFA Borrowing	(603,458)		
Grant application submitted February 25, 2020 - decision anticipated April 2021. If successful, staff will submit an application for MFA Borrowing for Spring 2022, but would commence the project in 2021.	<u>-</u>	-	-
Lions Bay Avenue Connector Project	274,667		
TransLink Funding (75%)	(206,000)		
	<u>68,667</u>	68,667	

Village of Lions Bay

2021 Budget - Proposed Capital and Supplemental Requests

Description	Amount	Notes
EV Charging Station	100,000	
Federal Grant Funding	(50,000)	
Provincial Grant Funding	(25,000)	
Grant application to be submitted in the Spring	<u>25,000</u>	25,000
Staff will speak to the latest information regarding this item at the CSC Meeting		
Emergency Operations Centre (EOC) Equipment		
Various equipment for EOC	19,196	
UBCM EOC Grant	(19,196)	
Grant awarded	<u>-</u>	-
Emergency Support Services (ESS) Equipment		
Various equipment for ESS	11,758	
UBCM ESS Grant	(11,758)	
Grant awarded	<u>-</u>	-
Fire Capital:		
Turn-Out Gear	12,000	
Pagers	6,000	
Mobile CAD's for Fire Truck	10,000	
Sea Cans (for storage)	8,000	
Radios	2,000	
2020 re-budget of unspent capital	(3,000)	
	<u>35,000</u>	35,000
FCABC Road Rescue Grant Program		
Holmatro Hydraulic Cutters and Struts	20,000	
FCABC Grant	(20,000)	
	<u>-</u>	-

Village of Lions Bay

2021 Budget - Proposed Capital and Supplemental Requests

Description	Amount	Notes
Fire Department Equipment		
Various equipment for the Fire Department	25,000	
UBCM Volunteer Fire Department Equipment Grant	<u>(25,000)</u>	
Grant awarded	-	-
Engine 63 (Small Engine)	30,000	
Proceeds from sale of old truck	<u>(10,000)</u>	
Have the opportunity to purchase a used truck from a fire department	20,000	20,000
Current truck is nearing the end of its insurable life		
Engine 62 (Large Engine)	900,000	
Will need to purchased within next few years. Chief Oliver to discuss with Council at the March 16 CSC.		
Washer and Dryer for Turnout Gear		27,060
New regulations require turnout gear be washed after any calls involving toxic substances (fire, car fluids). Current machines can only wash one set of gear at a time (often have 6 sets per callout) and does not clean gear adequately.		
Emergency Building Expansion and Retrofit	499,420	
ICIP COVID-19 Resilience Infrastructure Program Grant	<u>(499,420)</u>	
Grant application submitted January 27, 2021 - decision anticipated Spring 2021.	-	-
Emergency Building Expansion and Retrofit		150,000
If ICIP grant application is unsuccessful.		
		<u>907,714</u>

Village of Lions Bay

2021 Budget

Infrastructure Master Plan - Capital Project List (Table 7.2)

Project No	Project Name	Capital Cost	Drivers / Description	Status	Notes	Possible Grant Funded (Y/N)	Loan Authorization B/Law (Y/N)
2021 Budget Items							
38	Survey, Design and Construction to upsize Water main on Inlet/Outlet of Phase IV & Phase V Tanks (46 m)	\$59,750 IMP Cost	Upgrade 4 in GA Modelling Report. Must be completed after the PRV work at Upper Bayview.	2021	Budgeted in 2020 but due to delays in PRV project this could not be completed. Project will be constructed in 2021 by a contractor with the balance of the PRV budget. Obtaining quote from Industria/ISL	N	Y
34	Mill and Overlay poor sections (245 m ²) of Crosscreek Road	\$125,000 (Part of Road Repair budget)	Pavement in poor condition -deep patch of fatigue	2021-2022	Requesting \$125,000 per year in 2020-2022.	N	N
28	Survey, Engineering Design and Construction of Road repairs and Drainage Improvements on Isleview PI (1030m ² of distressed pavement)	See above	Sections of road are in moderate to poor condition -some patching of fatigue and crack sealing required. Significant drainage issues were identified by operations staff.	2021-2022	Requesting \$125,000 per year in 2020-2022.	N	Y
53	Deep patch asphalt on Oceanview Rd between Creekview Place and Highview PI (250m)	See above	Deep patch of fatigue. Pavement in very poor condition.	2021-2022	Requesting \$125,000 per year in 2020-2022.	N	Y
19	Survey and Engineering Design of Upper Bayview Road - road, drainage and water main. - Includes Bavyew Place, Bayview Road, and Centre Road.	\$90,000	Upper Bayview pavement in poor condition and non-existent drainage. CI watermain on Bayview Place is occluded and cannot meet fire-flow requirements. CI main on Bayview and PRV 4 in need of replacement. The road corridor should be surveyed (to establish PLs, driveways, structures) and a holistic engineering design should be prepared.	Engineering in 2021. Construction beyond 2021.	Remains a key high priority item - design has been included in the 2021 operating budget. Project design was submitted for IPG in 2021. Total cost of construction estimated at 2.24 M.	Y	Y
31	General Bridge Repairs (High Priority)	\$17,000	Variety of "High" priority bridge repairs as identified in 2018 ISL Bridge Assessment	2021	Works to be completed internally by PW staff - budget required for materials and supplies	N	Y
32	High Priority Repairs on Bayview Road (Private Driveway) over Alberta Creek	\$160,000	Repairs identified in 2018 ISL Bridge Assessment - tender in 2020 yielded estimates between 155 / 300 k. Reassess for possible land access	2021	Staff reviewing permanent land access in order to eliminate bridge from Asset Inventory.	N	Y
33	Reservoir rehabilitation and inspection. Inspection of Magnesia and Highway tanks.	\$25,000	Reservoirs were inspected in 2004 but only the most urgent rehab work was completed. Re-inspect reservoirs and determine seismic vulnerability, and concrete integrity - only required for two remaining potable water tanks (Magnesia and Highway).	2021	Inspect and clean Magnesia and Highway Tanks - also add new hatch for Highway Tank. Note, Highway Tank replacement can be deferred (See Project 52).	N	Y

\$292,000

Village of Lions Bay
2022-2025 Budget
Infrastructure Master Plan - Capital Project List (Table 7.2)

Project No	Project Name	Capital Cost	Description	Notes	Possible Grant Funded (Y/N)	Loan Authorization Bylaw (Y/N)
2022-2025 Budget Items						
11	Site Investigation and Design for Zone / Branch Water Metering	\$10,000	Village water network is currently unmetered, and there is limited information on the water consumption / leakage. Residential metering is long-term objective, however zone metering is likely to provide more immediate benefits in terms of tracking flows, identifying issues and exhibiting a long-term commitment to water conservation.	Water conservation and metering are criteria used to evaluate Provincial and Federal grant applications. Zone metering is likely to provide a cost effective solution and should be contemplated in the 2022 budget.	N	N
14	Construction of Meters for Zone / Branch Water Metering	\$150,000	Refer to Project 11	Critical to future grant funding opportunities - design in 2022 and install in 2023	N	N
16	Survey, Design and Construction of Water Main Replacement on Creekview Pl (90m)	\$130,000	150 CI water main on Creekview Pl is in very poor condition and has exhibited a high incidence of leaks - fire flow is restricted.	This item was budgeted in the 2020 Capital program and was not completed as it is slightly too large for staff to complete internally. Will be constructed in 2022 by a contractor.	N	Y
48	Survey, Design and Construction to replace corroded culvert crossing Bayview Road just north of the school.	\$50,400	Corrugated metal culvert has deteriorated and requires replacement.	Project will be completed internally and budget is for materials/supplies/equipment.	N	N
17A	General Bridge Repairs (Medium Priority)	\$89,500	Findings of bridge condition assessment performed in late 2018. (Medium priority items only, includes 7 bridges).	Will require engineering support prior to tendering - technical specifications for concrete repair.	N	Y
17B	General Bridge Repairs (Medium Priority)	\$146,000	Repave bridge decks and approaches for B2-B8 (does not include B6) - 2018 ISL Bridge Inspection Assessment	Re-sealing bridge decks with asphalt.	N	Y
57	PRV Station Replacements	\$900,000	Full replacement to improve performance of PRV's 3, 6, and 7 including WorkSafe BC compliance and SCADA automation	Designs completed, will require hydro and communication.	Y	Y
58	PRV Station Replacements	\$1,800,000	Retrofit and upgrade of existing PRV's 1, 2, 8, 9, 10, and 11 including WorkSafe BC compliance and SCADA automation	Designs completed, will require hydro and communication.	Y	Y
47	Survey, design and construction to replace culvert in poor condition at the bottom of Tidewater Way as well as culvert from Sweetwater Place to Tidewater Way. Confirm with CCTV if the railway crossing needs to be replaced as well. Crack seal and patch poor sections uphill of the culvert replacement.	\$272,700	Must initially confirm with CCTV inspection - staff indicate severe corrosion of corrugated metal pipe - scope includes: replacement of 150 meters of pipe, including a railway crossing. Repave full width of roadway where culvert is replaced.	May be grant funded - design required prior to commencement, consider CCTV in 2021/2022 and design / reconstruct in 2024.	N	Y
20	Construction of Road Repairs, Water main and Drainage Works along Upper Bayview Rd [500m]	\$2,250,000	See Project 19 (2021). Staging will be dependent on budget and phasing identified in design component.	Construction to include complete rebuild of road, drainage, and water mains (including PRV 4). Includes Bayview Place watermain construction [Combined projects 18, 20 and 35 - CONST. EST. 2,000,000 +250,000 for PRV4)	Y	Y
18	Survey, Engineering Design and Construction of Water Main Upsize, Road Repairs, New Drain on Bayview Pl [300m]	-	Bayview place water main in very poor condition, occlusion has resulted in severely deteriorated fire flow. Pavement and drainage require addressing. Upsizing to 200mm to achieve fire flow.	See above - costs included in Project 20 Budget	Y	Y
35	Survey, Design and Construction of Water Main Replacement, Drainage Repair on Centre Rd, [100m]	-	Ageing water main in poor condition, drainage needs to be addressed, pavement in poor condition.	See above - costs included in Project 20 Budget	Y	Y
42A	Design and Construction of Timbertop Pump Station	\$200,000	Identified as high priority upgrade as part of Pika Pump inspection of station in 2010. One pump replaced in 2020, additional control work required in 2021.	Pumps are obsolete and not designed for civil use. Have experienced 4 pump replacements in the last 4 years. Staff will purchase 2 pumps in 2021 as standby spares but reconstruction of station is ultimately required.	Y	N
21	Survey and Engineering Design of Water Main Replacement (upsized), Road Repairs, Stormwater reinstatement on Highview Pl & Oceanview Rd. [415m]	\$80,000	150 CI pipe is undersized and in poor condition. Highview Pl roadway is in moderate condition, and Oceanview Rd is in very poor condition. Replace 415 meter of 150 CI water main on Highview Pl/Oceanview Rd and replace entire width of asphalt.	Full road, drainage, and watermain replacement.	N	Y
22	Construction to upsize Water Main & Road Repairs on Highview Pl & Oceanview Rd	\$850,000	See Project 21	See Project 21	N	Y
8	Survey & Design of Stormwater, Road, Water (Hydrant) work on Oceanview Rd (200m)	\$38,000	Culvert blocked in 2015 and caused significant road damage. Road in general vicinity is in poor condition. Hydrant is in very poor condition.	Design of watermain required - stormwater design completed by ISL in 2019. Drainage rehabilitation is from 270 Oceanview to Alberta Creek at Crosscreek Road.	Y	Y

13	Construction of Stormwater, Road, Water (Hydrant) work on Oceanview Rd	\$1,100,000	Refer to Project 08.	ISL Engineering feasibility study complete - Project includes drainage rehabilitation from 270 Oceanview to Alberta Creek at Crosscreek Road. Engineering drawings for construction and tender documents required prior to moving forward with this project (8-10% of estimated costs). Construction estimate = \$733K but does not include 1st flush mitigation (required for grant applications). Storm interceptor costs approximately 150k ~>950K. Watermain replacement costs for 200m equate to 150,000 ~> 1.1M	Y	Y
45	Survey, CCTV and Design to replace deteriorated concrete culvert on Mountain Dr.	\$35,000	Invert of existing concrete pipe is completely deteriorated and a large sinkhole has formed	Drainage for this section of Mountain Drive is compromised and needs to be corrected and re-installed.	N	N
46	Construction to replace deteriorated concrete culvert on Mountain Dr and permanent repair of road.	\$80,000	Existing concrete pipe has deteriorated to the point that there is no bottom and a large sinkhole has formed. Assume it requires replacement of 40 meters of pipe, extent of required replacement to be confirmed with CCTV.	More than 40 m of pipe replacement required. Design in previous year will provide cost estimate for budgeting and construction purposes.	N	N
40	Survey, Design and Construction of Water Main Replacement, Road Repair on Bayview Rd between 335 and 400 (200m)	\$440,000	Water main in poor condition. Identified as priority 3 by operations staff.	Cast iron main is ageing and requires replacement.	N	Y
54	Upsize the 300 mm CSP culvert from Bayview Rd to Alberta Creek (50m)	\$74,400	Existing 300 mm pipe is undersized. Also, the existing pipe is steel, and is near the end of its service life.	Consider CCTV inspection prior to works.	N	N
29	Survey, Engineering Design and Construction of Drainage Improvements on Lions Bay Ave (210m)	\$210,000	Ditch on Eastern side of Lions Bay Ave has been infilled and requires reinstatement. Identified by operations staff as issue.	Will be required prior to any pavement remediation works on Lions Bay Ave. from Native Plant Garden to railway crossing.	N	N
	Geohazard mitigation of Alberta Creek debris Flow Risk to Mountainview	\$110,000	Design and Construction		?	N

\$9,016,000

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Information Report		
Title	Increasing Public Engagement and communications		
Author	Karla Duarte	Reviewed By:	Peter DeJong
Date	March 12, 2021	Version	
Issued for	March 16, 2021 Council Strategy Committee Meeting		

Recommendation:

THAT the Council Strategy Committee recommends to Council THAT Council direct staff to implement the 2021 Communication Survey, as presented at the March 16, 2021 Council Strategy Committee Meeting.

Key Information:

At the March 2, 2021 regular Council meeting, Council discussed communications and directed staff to hold a Council Strategy Committee Meeting to provide input on a survey. This survey is intended to gather baseline data about communications to assess and proceed with ideas to increase Public Engagement and Communications.

While Council predominantly addressed communications that would increase from Council to the public, the questions also take into consideration a wider mix of mediums that the Village currently uses for communications, including the website and the Village Update.

The survey and additional information regarding the questions is attached to this report for the Committee’s consideration.

Follow Up Action: Staff will bring back the survey for Council decision at the March 23, 2021 regular Council meeting.

Village of Lions Bay
2021 Communications Survey

Background

The Village of Lions Bay is looking to improve communications to foster greater engagement and feedback from its residents. This supports better decision making and service provision from the Village.

Previous to 2021, one survey was undertaken by the Village in 2014, which received 147 responses. At that time, residents indicated that

- they would prefer to receive Village communications via epost/email,
- they mainly call the village office, send an email or attend in person to initiate communication, and
- they communicate less than once per month with the Village.

Since that survey, the Village office has continued to use ePost and the website as primary forms of Village Communication and hard copies are placed at the Post Office.

As the Village increases its communications presence, it needs to actively measure the success of those efforts and to adjust accordingly.

The results of this survey will provide information that will allow the Village to better manage the way it communicates with the public.

About the Survey

There are numerous ways to garner feedback from the public, but for the purposes of communications, it is best to get public opinion that is honest, uninhibited, and completely anonymous. This allows for the public to share how they truly feel, and for Administration to consider how changes may be implemented based on those results. Therefore, it was decided that an online survey would be most effective. In consideration of those who may not have computer access, paper copies will be made available at the front counter of the Municipal Office.

After researching several other municipal communications surveys, the questions were designed to reflect the current nature of communications for the Village. The questions will also reflect what the public want to see more of from the Village, and whether the current pattern of information is relevant to their needs.

The Communications Survey is intended to be the first in an annual public survey that allows citizens to give feedback on how they receive information about the Village and its operations. Each year can be customized with new questions, based on communication initiatives of the past year and past survey results. This will allow the flexibility required to correctly measure the effectiveness of initiatives put forth following public consultation.

The survey will be implemented via SurveyMonkey and the format appearing in this report is a draft, for information only and does not reflect the design that will appear in SurveyMonkey.

Village of Lions Bay
2021 Communications Survey

Survey Sections

General Demographics

These questions give a basic understanding of the age and location of the participants in this survey. It also provides a general idea of who is paying attention to communication efforts.

General Communications

Questions are designed to get a general sense of public satisfaction with the Village's current schedule of information. These questions also outline the methods in which the public receives their information.

Social Media

This section of questions asked participants to indicate which types of social media they use.

The Village Update

As one of the Village's more structured forms of communications to the public, these questions are designed to ask if they read the Village Update, and whether they feel the information contained within them is relevant to them.

Communications about Council Meetings

This section includes questions focused on the Council meetings.

Website Communications

The questions in this section will be used to evaluate our current website and identify the needs for a future update.

How to Communicate

These questions ask the preferred method to receive information about several Village operations.

Overall Village Communications

The questions within this section will provide a general "grade" for current efforts of Village communications.

Village of Lions Bay
2021 Communications Survey

Questions

1. Where do you reside?

- Village of Lions Bay
- Other Municipality

2. What age bracket do you fit into?

- 65 or older
- 45-64
- 35-44
- 25-34
- 19-24
- 18 or younger

3. What language do you use most frequently?

- English
- Other (please specify)

4. Overall, I feel well-informed about the operations and governance of the Village of Lions Bay

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly disagree

5. Which of the following sources do you use to receive your information about the Village of Lions Bay Municipality? (Check all that apply)

- Village of Lions Bay website
- Village Update Newsletter
- Village Update hard copy from the Post Office
- Village Staff
- North Shore News
- The Peak
- Notice board at Post Office

Village of Lions Bay
2021 Communications Survey

- Notice Board at Village Office
- Canada Post Mail
- Council Meetings
- Friends/Family/Word of Mouth
- Other (Please specify)

6. Please indicate how interested you are in hearing more about:

- Council, Committee or other Public Meetings
- Upcoming Municipal events
- Upcoming community events
- Upcoming Village Projects
- Village Budgets
- Road Construction
- Waste Collection
- Severe Weather occurring
- Fire Bans
- Emergency Alerts
- Bylaw Information
- Other government affairs
- Other (please specify)

7. What types of social media do you use? (Please check all that apply)

- Facebook
- Twitter
- Instagram
- YouTube
- Pinterest
- LinkedIn
- Snapchat
- Google+
- Vimeo

Village of Lions Bay
2021 Communications Survey

- I don't use social media
- Other (please specify)

8. How frequently do you access the Village website?

- Daily
- Several times/week
- Once a week
- Once a month
- Once every 2-3 months
- Once every 4-6 months
- Less than every 6 months
- Never

9. I find the Village website (www.lionsbay.ca) easy to use

- Strongly Agree
- Agree
- Neutral/Never Used the Website
- Disagree
- Strongly Disagree

10. I can typically find what I am looking for on the Village website

- Strongly Agree
- Agree
- Neutral/Never Used the Website
- Disagree
- Strongly Disagree

11. I mostly access the Village website to find information on (check all that apply):

- Utilities
- Garbage Collection and/or Recycling
- Taxes
- Council Agendas and Minutes
- Village of Lions Bay News

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- Public Meetings
- Bylaws
- Contact Information
- How to apply for a Permit
- How to Submit a Complaint/Feedback
- Other (please specify)

12. Do you have any comments or recommendations regarding the Village's website?

13. Do you read the Village Update?

- Yes
- Occasionally
- No

If you answered no, please tell us why?

14. I find the Village Update

- Very Informative
- Somewhat Informative
- Neutral/I don't read the Village Update
- Somewhat Uninformative
- Very Uninformative

15. Do you have any comments or recommendations regarding the Village Update?

16. I feel informed about Council's meetings and decisions

- Strongly Agree
- Agree
- Neutral/No Opinion
- Disagree
- Strongly Disagree

17. How likely are you to watch a live Council meeting?

- Very likely
- Somewhat likely
- Neutral/No Opinion

Village of Lions Bay
2021 Communications Survey

- Somewhat unlikely
- Unlikely

18. How likely are you to watch a video recording of the Council meeting after meetings have been concluded?

- Very likely
- Somewhat likely
- Neutral/No Opinion
- Somewhat unlikely
- Unlikely

19. How do you initiate communication with the Village?

- I call the Village Office
- I send an email to the Village Office
- I send an email to Council
- I submit written hardcopies
- I attend Council meetings
- I go to the Village Office in person

20. How often do you communicate with the Village?

- Daily
- Weekly
- Monthly
- Less than once per month

19. How would you prefer to receive (website, email, social media, other)(this question will appear as a matrix with each item being assessed under each medium of communication):

- Construction/Project Updates
- Updates on the Budget
- Council Meetings and Council Information
- Street closures
- Emergency notifications
- Wildlife Updates

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- Utilities Updates

20. The Village of Lions Bay is dedicated to communicating openly and honestly with its citizens


- Strongly Agree
- Agree
- Neutral/No Opinion
- Disagree
- Strongly Disagree

21. Overall, how satisfied are you with communications of the Village of Lions Bay?

- Very satisfied
- Satisfied
- Neutral/No Opinion
- Unsatisfied
- Very Unsatisfied


22. Do you have any comments, feedback, or ideas regarding communications for the Village of Lions Bay?

DRAFT



**Village of Lions Bay -
Communications Survey
2014**

Tuesday, July 15, 2014

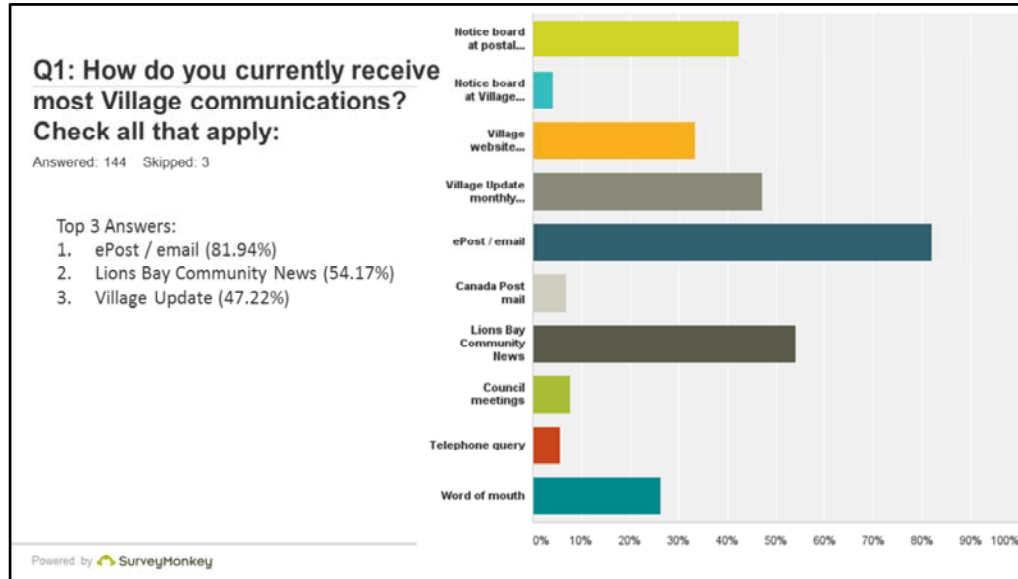
Powered by  SurveyMonkey

Total Responses: 147
Web Submissions: 93
Paper Submissions: 54

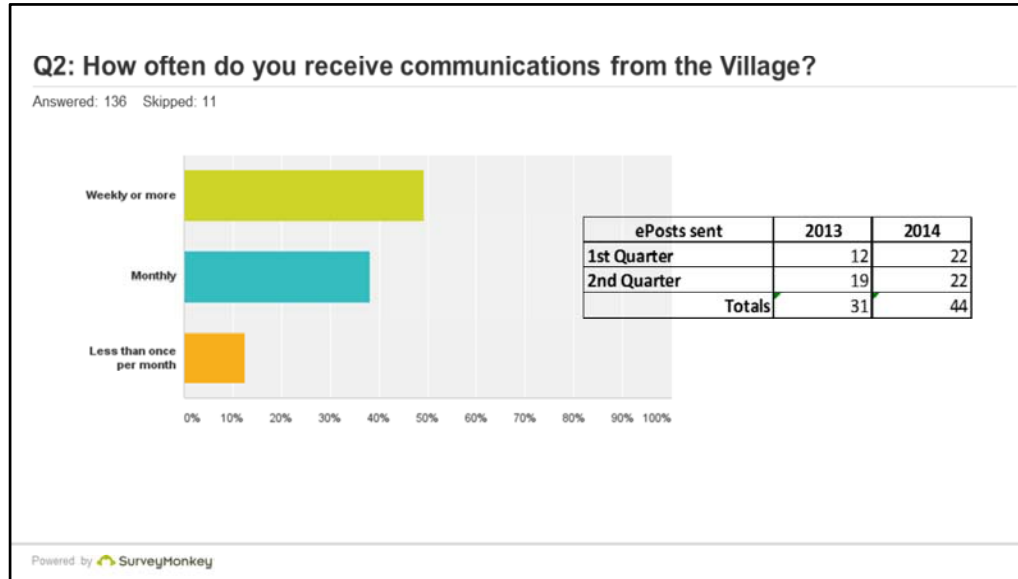
Date Created: Wednesday, May 14, 2014

Complete Responses: 142

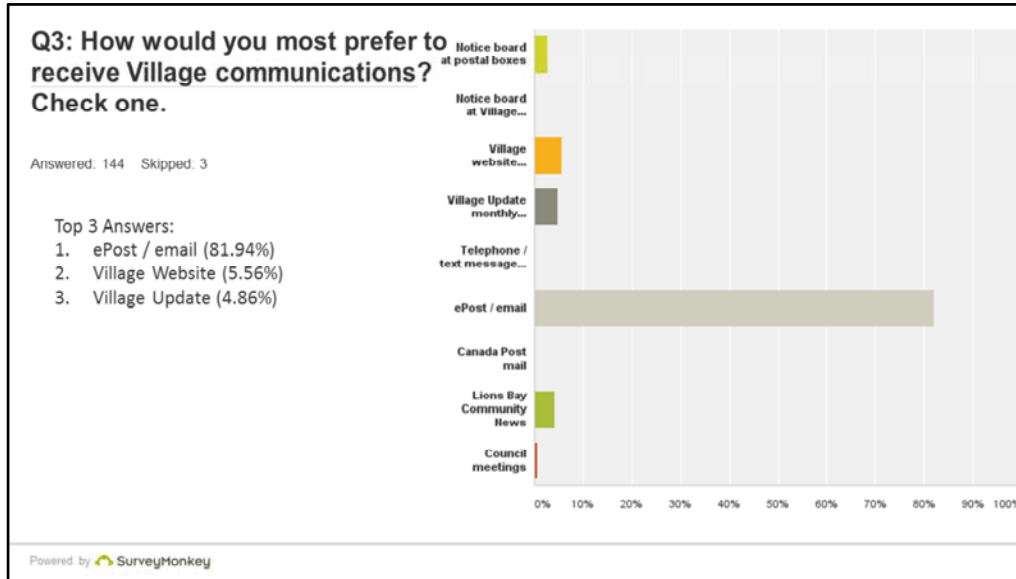
Powered by  SurveyMonkey

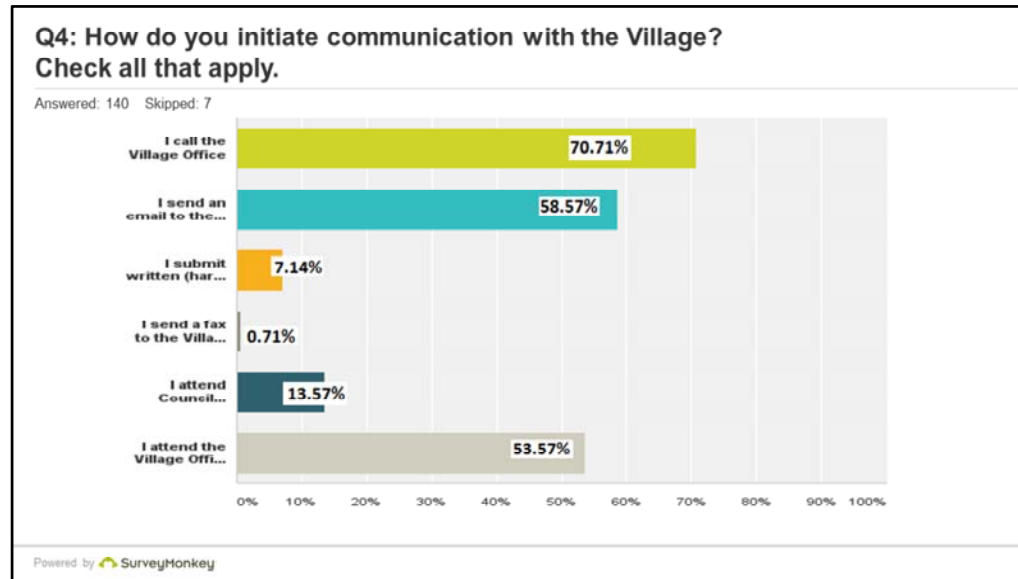


We would like to increase website usage so have started placing links in ePosts redirecting to the Village website.

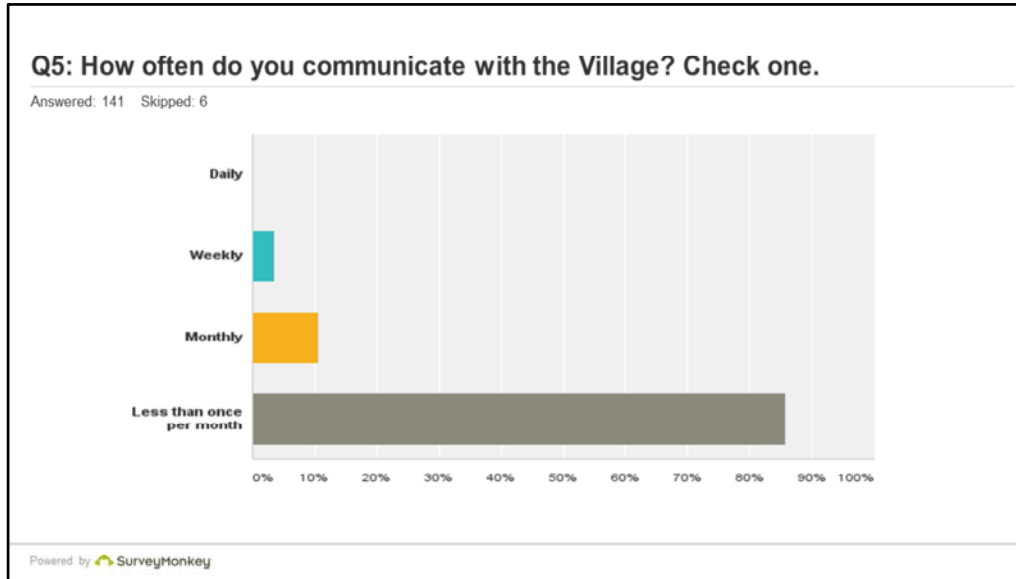


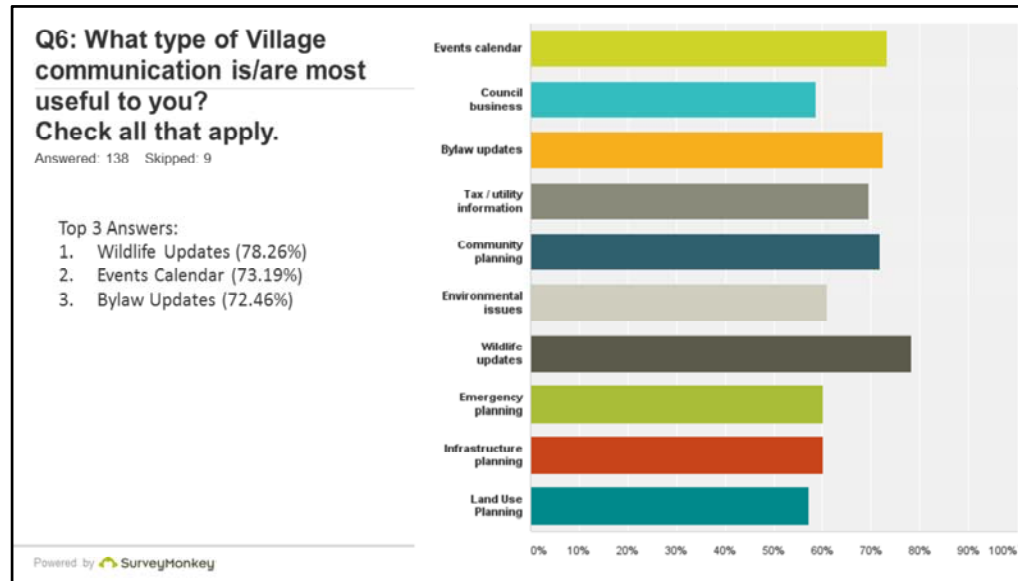
We sent 44 ePosts out in the first half of 2014, works out to 1.7 ePosts per week (up 34.6% from 2013). We sent 31 ePosts out in the same period of 2013.



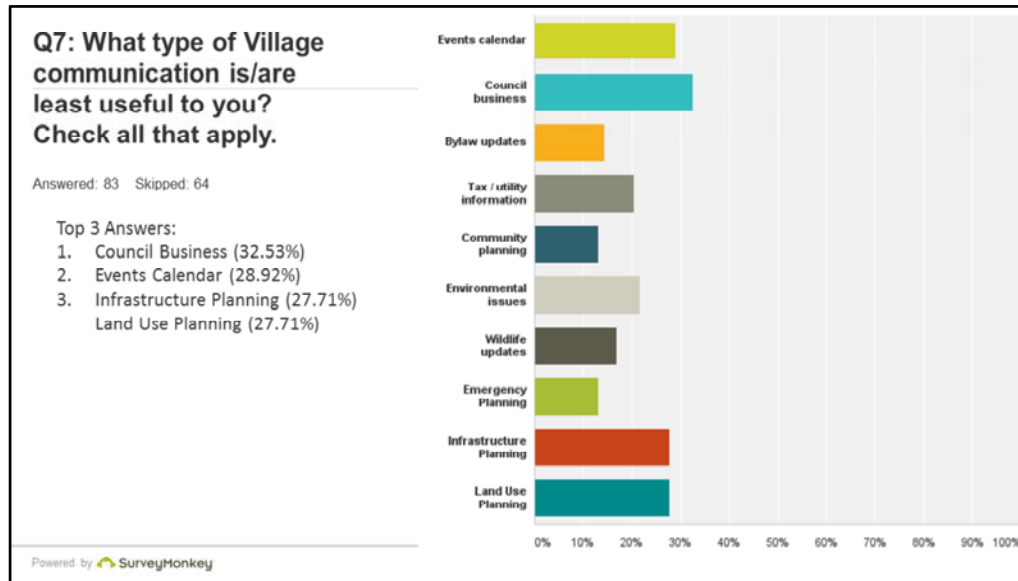


Most people initiate communication with the office by telephone. We have adjusted our telephone settings so that calls during regular business hours are answered by staff rather than the recorded auto-attendant feature.

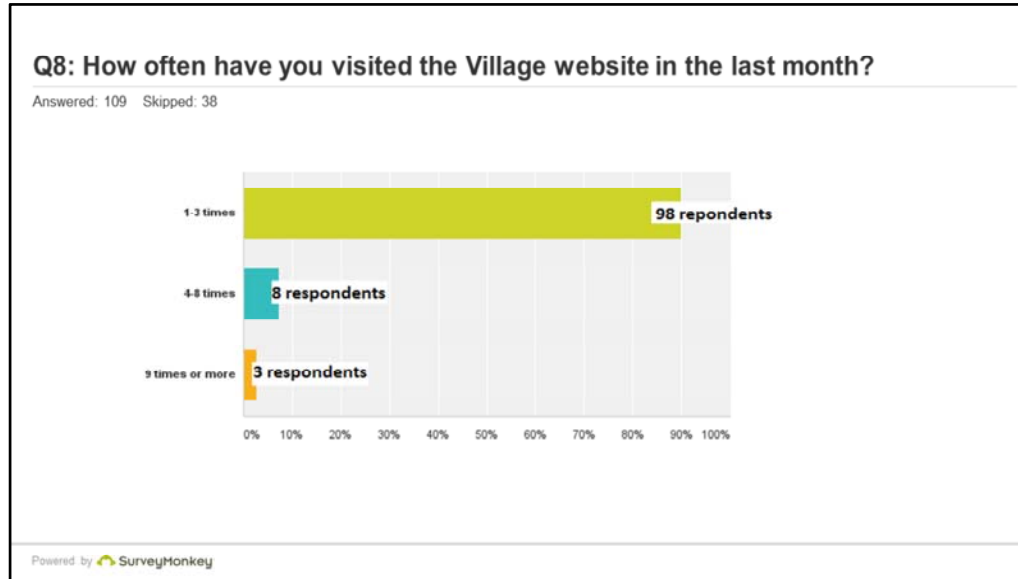




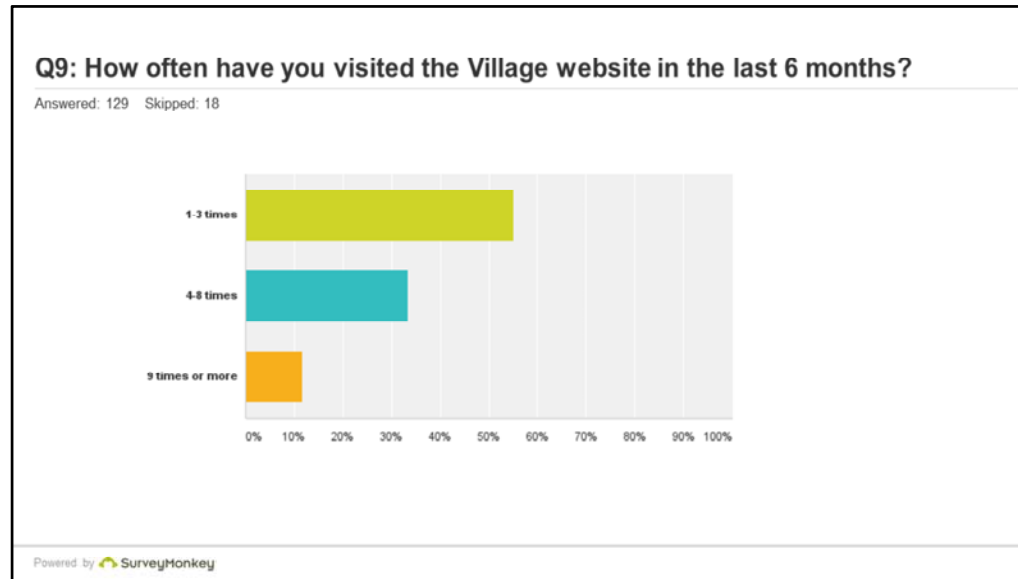
The top three answers were within 15% of all other results. Overall, it would appear everything is thought to be of importance. There were no suggestions made under the “other” options.



Important to note that 64 people skipped this question. It is reasonable to conclude those who skipped this question felt that all communication is useful. There were no suggestions made under the “other” option.



Many people wrote “zero visits” in the Comments section; those are likely to be the persons who skipped this question. Unique website visits were up 15.28% between the first and second quarter of 2014.




The respondents who answered “1-3 visits” made up 32.5% of the second quarter’s unique user increase (218 unique visits)

Many people wrote “zero visits” in the Comments section; those are likely to be the persons who skipped this question. There were several feedback comments speaking to difficulty navigating the website however, it is unclear as to whether those comments refer to the old layout or the updated layout (changed during the period December 2013 to January 2014).

Website Statistics


Unique Web Visits	2012	2013	2014
1st Quarter	0	2879	3004
2nd Quarter	1798	3283	3501
3rd Quarter	3194	3999	TBD
4th Quarter	2696	3311	TBD
Totals	7688	13472	6505
		<i>up 54.67% over 2012</i>	<i>up 5.41% over first half of 2013</i>

Powered by  SurveyMonkey

Unique visits are likely to peter out as residents become regular web users. The trends which will be analyzed on a regular basis commencing in 2015 will be which pages are being accessed the most, least to determine viability of website information. Those statistics will be analyzed in conjunction with the type of resident requests being received.

Next Steps

- Continue to use ePost and website as primary forms of Village communication
- Place hard copies of public web notices at postal office
- Research phone/text message software options for urgent communications
- Research increased use of Lions Bay Community News for Village communication
- Consider phase out of Village Update monthly newsletter
- Consider increased open hours for public assistance
- Track public visits and requests

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The website is the fastest way for staff to post information; ePost is the fastest way to communicate that new information has been posted. We will continue to use these tools in conjunction with each other to circulate the most up to date information. To encourage increased website use, clickable links are now being placed in ePosts. Website front page contains listing of “frequently accessed items” and searching tips to assist users

There is still a significant number of residents who do not access the internet so it is important to offer hard copy documents. All documents will reference that the information came from the Village website, along with the web address clearly noted, in an effort to promote usage to new users.

While there was only a limited amount of support for this topic, from a liability standpoint health, safety and emergency issues are one area we need to ensure we are able to reach the greatest amount of people in the least amount of time. Since LBCN was one of the top responses for “preferred communication”, we will research if/how we can utilize this resource the best possible way

Though the Village Update was identified as a preferred means of communication, it has been phased out of mail distribution and is now only available online in an effort to cut printing and postage expenses. Generally, the information contained in the Village Update is already available online, or circulated by ePost, making the Village Update somewhat

redundant and taking up staff time that could be put to better use.

Residents indicated they either call, email or visit the Village office to have their queries answered. We plan to research whether or not an increase in the open hours is warranted and, if so, what hours would make the most sense (Wednesdays, a later evening each month, etc.)

We plan to start tracking public visits per day, public phone queries per day, as well as the types of queries being made to establish if/how we can provide even more useful information on the website.

Intentionally Blank



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Information Report		
Title	Broughton Hall User Groups and Liability Insurance		
Author	Peter DeJong	Reviewed By:	Pamela Rooke
Date	March 12, 2021	Version	
Issued for	March 16, 2021 Council Strategy Committee Meeting		

Recommendation:

THAT the Information Report, “Broughton Hall User Groups and Liability Insurance” be received.

Attachments:

(1) FAQs from the Municipal Insurance Association (MIA)

Key Information:

This subject matter has arisen lately due to some misunderstandings about the nature of our insurance requirements and how we rent out the hall for the benefit of resident (and other) user groups. Ideally, when residents have questions or concerns, or are not getting the result they expect, they will contact staff and together we can drill down on the issues and, if necessary, look for options to achieve a positive result. Similarly, when residents speak with elected officials about any problems they may be experiencing with our programs, the Council member will refer the resident to staff to sort it out. If there is an issue that can only be remedied through options which have legal and financial implications, then staff will bring that to Council for consideration.

To rent the hall, all user group coordinators are required to purchase liability insurance through the online service offered through our insurer, MIA, in order to protect the renter, and the Municipality, from liability. MIA contracts the online service through an independent provider. Normally, this service works seamlessly and there have been very few issues to date. Unfortunately, as staff has now learned, none of the foregoing has occurred as it should have occurred for the resident trying to organize the Totts activity. Staff is now involved with seeking solutions for the Totts program and has been in contact



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with the resident, the insurance provider, and MIA. There are a few steps in progress that will likely lead to a simple resolution. If not, there are additional steps that we will take with MIA to determine options to suit the circumstances. If any of these options require Council input or decision-making due to legal or cost implications, it will come back to Council at that time.

In the interim, it has been suggested that that if this was a Village program, run by a volunteer, the Village would provide the insurance and the resident would be indemnified and that this is similar to what the Events Committee and the Trail Blazers do for us.

First of all, it is not a Village program, just as none of the other resident user group activities like volleyball, badminton or yoga, are Village programs. Secondly, if it was a Village program, it could not be run by a volunteer without the presence of a staff member in the hall to supervise the program. That would be a requirement of our Municipal insurance in that scenario.

The extra insurance rider we have picked up the past couple of years for the Events Committee and the Seniors Social Circle is a different type of insurance. The latter was because of a five year government grant program whereby support for the SSC activities represented a “service” being provided by the Municipality under the terms of the grant program and the purpose was primarily to cover them when they did excursions away from the hall or outside the community.

The Events Committee essentially undertakes the organization and implementation of several events on behalf of the Municipality – i.e. they are providing a service on behalf of the Municipality that we don’t have the capacity to otherwise provide and many such Municipal events take place outside the hall (eg: Polar Bear Swim). We are essentially contracting these groups to provide a Municipal service out in the community.

The same principal applies to pending coverage for the 50th Anniversary Committee and the Trail Blazers, both of whom will be providing services on behalf of the Municipality outside the Village Hall which require insurance coverage, just as if Municipal staff were doing them ourselves (eg: installing signage on the Centennial Trail) – effectively, they stand in our shoes and if a claim is made it will affect our insurance rating.



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Providing activities for tots, or for adults, in the hall is not a Municipal service and the providers are not providing those services “on behalf of the Municipality” (i.e. something that we would otherwise do ourselves). As noted above, this is no different than residents who take on the coordination of badminton, or volleyball or yoga and rent the hall on behalf of their users. To do this, they need to have liability insurance to protect themselves as well as the Village.

We used to purchase that insurance ourselves for all user groups from a 3rd party broker and collected the costs through the hall rental fees. There were a number of serious issues with doing that which are addressed in the FAQ attachment from MIA, as well as it being an administrative burden. We could not continue with that model and we will not go back to that model unless Council wishes to pay for Municipal staff to be present inside the hall for all user group activities to be run as Village programs under a new Recreation department. Volunteers cannot undertake this on their own under the volunteer coverages in our primary insurance, so that is not likely a realistic option.

To facilitate compliance with the *Financial Institutions Act* and assist local governments with implementing best practices, the MIA a few years ago created an online insurance portal for users of community facilities to purchase the liability insurance necessary to protect themselves and the local government. The fact that it is cheaper than the previous insurance model is a bonus which enabled us to reduce our hall rental fees significantly.

This is the way all such activities have been operating without complaint for the past few years. Indeed, through the reduction in prices and easier means of purchasing such insurance coverage, this is how we are doing everything we can to make volunteerism easy and to facilitate these kinds of resident initiatives.

Follow Up Action: Staff will continue to work through the specifics of coverage for this particular activity and follow up with the resident to ensure appropriate coverage is obtained. We will report back to Council in due course to advise of the matter being resolved or if there are options requiring Council involvement in what is otherwise generally an operational matter.

Municipal Insurance Association FAQs re. Facilities Insurance Portal

- **Question:**

We commonly rent out rooms in our community center to private groups to host meetings. As part of our rental agreement, we require groups to obtain liability insurance. We have faced a lot of opposition from these groups who complain that insurance is too difficult or expensive to obtain. We are thinking about obtaining a blanket insurance policy from an insurance broker and then collecting premiums from the user groups on behalf of the insurance broker. Do we face any liability exposure in doing so?

Answer:

The practice of sourcing insurance from a broker on behalf of a user group and collecting a premium raises a couple of concerns. First of all, by agreeing to obtain insurance on behalf of a user, your local government is entering into a contract with the user. If you obtain insufficient coverage on behalf of the user or fail to collect or remit the premium, the user may be left uninsured for an event. If a loss were to occur at an event and the user was not insured, the user could seek to recover, for any otherwise insurable losses, against the local government for failing to properly secure insurance coverage.

Your liability policy with the MIABC Liability Protection Agreement expressly excludes coverage for failing to effect or maintain adequate insurance. The MIABC would have to look at the specific allegations before determining whether the exclusion would apply. In addition, any claims of this nature could affect your local government's claims history and be counted against your experience rating, potentially impacting your premium. It may be possible to protect your local government from liability to a user for failure to obtain adequate insurance by including a broad indemnification clause in your rental contract. We encourage you to include in your rental contract clauses requiring users to indemnify your local government for losses or claims resulting from the users' use of the facilities and releasing and discharging the local government from any liability arising from the users' use of the facilities.

In addition to liability concerns, this practice could subject your local government to regulatory action for the unauthorized carrying on of insurance business. Under the *Financial Institutions Act*, a person must not carry on insurance business in British

Columbia unless that person is an insurance company, a licenced insurance agent, a credit union or another similar professional or organization. Insurance business, as defined under the Act, is not limited to the actual selling of insurance, but also includes soliciting an application for a contract of insurance, issuing or delivering a contract of insurance and collecting a premium for a contract of insurance. The practice of obtaining a blanket insurance policy from an insurance broker and collecting premiums from users may violate this provision. Any fines or losses that result from regulatory action would not be covered under your MIABC policy.

There are a number of ways in which your local government can avoid the risks outlined above and still ensure that user groups have adequate insurance coverage when renting municipal facilities. As a condition of rental, your local government should require all users to obtain general liability insurance and to include the local government as an additional insured. Please contact us for the MIABC's guideline for determining minimum levels of insurance. Local governments are discouraged from partnering with licensed brokers or encouraging users to purchase insurance from a specific broker, as this practice may also constitute insurance business under the [Financial Institutions Act](#). It is acceptable, however, for your local government to identify one or more specific brokers as options for obtaining insurance, including telling user groups that they can obtain insurance through the MIABC's online User Group Insurance Portal.

- **Doesn't our local government's liability policy cover users of our facilities?**

Your local government's liability policy exists to protect you from legal claims against the local government. It will not typically respond to situations whereby one person makes a legal claim against another person or an organizer for an injury or property damage as a result of an event at your facility.

- **Why should users of our local government's facilities carry their own insurance?**

Liability insurance protects the people who rent your facilities from potentially catastrophic legal demands, claims and lawsuits when they cause, or are responsible for, property damage or bodily injury to someone.

For example, if someone slips and falls caused by spilled water the host of the event failed to clean-up, the injured party could sue them for their negligence or failure to act. Legal claims for medical expenses, lost wages, pain and suffering, and more may arise. These costs can be very significant, and may place your users' savings, assets and all

they've worked for at risk. Insurance provides your users with the peace of mind to enjoy their event.

What is the user responsible for?

The user (named insured) is responsible for the reasonable and safe use and operation of the facility they have been granted access to occupy. The MIABC EventPolicy Portal provides third party Liability Protection only and does not cover injuries to the Named Insured.

- **Who are the Additional Insureds?**

Local governments are the Additional Insureds for events that take place in their facilities and are protected by the terms of the user's policy.

- **How much insurance should users buy?**

Users should buy insurance coverage equal to or greater than the minimum limits required as stated in the rental agreement issued by your local government.

It is the duty of the user to purchase an insurance policy with a Liability Limit that will sufficiently meet the minimum required by your local government. The user may elect to purchase limits over and above the required minimum. It is better to have a higher limit rather than the least expensive option.

- **What limits are offered?**

The MIABC EventPolicy Portal offers limits of \$2,000,000 as well as \$3,000,000 and \$5,000,000. Users are reminded to check their facility rental contract to ensure they select the minimum limit your local government requires.

- **What about Property?**

The MIABC EventPolicy Portal does not include coverage for damage to property the user owns, borrows or rents, or the property of others for which the user has care, custody, and control over. The exception is a Tenants Legal Liability sub-limit up to a maximum of \$2,000,000 which is automatically included in all policies and can be used to restore damages to the premises a user occupies.

- **How much does participation in the portal cost our local government?**

There is no charge to your local government.

- **Are people who participate in the events covered?**

Participant to Participant Sports coverage covers claims made against the user if they are named in a lawsuit involving injuries between players.

- Is host liquor coverage included?

Host liquor coverage is included and users need to have obtained all necessary permits and/or licenses, and be in compliance with any legal or regulatory requirements (like “Serving It Right” certifications). Government issued identification is required of anyone seeking to purchase alcohol.

- How do I know if someone who rents a local government’s facility has valid insurance in place via the MIABC EventPolicy Portal?

Once the purchase is complete, a certificate is emailed to the user and your local government. Each certificate indicates the insurance carrier, the liability limits and the additional insured information as required by your local government. If the email from the MIABC EventPolicy Portal is not in your email inbox, please check your junk mail folder. If you are still unable to locate the email, please contact 1-800-988-7868.

- What if a user needs to cancel or make a change in coverage?

Users can make changes or cancel by submitting the form found on the Order Change Request page.

- Can a user combine more than one facility permit on one certificate?

If the event has multiple locations they must purchase separate certificates for each location.

- What if the rental includes different types of activities?

The activity the user chooses on the MIABC EventPolicy Portal must match the scope of the permit as issued by your local government. If a user has been granted a permit for multiple activities, a policy must be purchased for each activity.

- Will this place an administrative burden on our local government?

No. The MIABC EventPolicy Portal came about because you told us the current methods of managing these insurance programs weren’t working for you. The goal of the MIABC EventPolicy Portal is to reduce the administrative burden you face when trying to manage insurance programs for users of your facilities.

- If a user has a question about their coverage or how to use the MIABC EventPolicy Portal, who do they contact?

Users can contact Shephard Ashmore at 1-800-988-7868 or use the live-chat function. Customer support hours are Monday to Friday from 8:00 am to 4:30 pm. Inquiries outside these hours will be answered the next business day.

- Can users see the policy wordings before they purchase a policy?

Yes! We strongly recommend that users review the wordings, as they define what is and is not covered by the policy. A copy of the policy can be found at <https://miabc.eventpolicy.ca/wordings/>.

- What about exclusions?

Exclusions are circumstances that a policy does not cover. For a full list of policy exclusions and conditions, please review the Policy Wordings. If the Exclusions are unclear, please call Shepard Ashmore at 1-800-988-7868.

- What is the deductible?

The deductible is the amount that the user pays when they open a claim. The MIABC EventPolicy Portal's deductible is \$500.

- What payment methods can people use?

All major credit cards are accepted.

- Does the name of the person renting the facility have to match the name of the person paying by credit card?

No, anyone can pay for the insurance. The Payer must ensure that the billing address and contact information entered on the payment page matches the information on file with their credit card company or the transaction may be declined.

- Can people use the portal on their mobile devices?

Yes – the portal is designed to be easy to use and navigate on phones and tablets so your users can get coverage while they're at your counter booking their event.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Tots Program Insurance and Volunteer Indemnity		
Author	Norman Barmeier	Reviewed By:	
Date	March 11, 2021	Version	
Issued for	March 16, 2021 Council Strategy Committee Meeting		

Recommendation:

THAT the Council Strategy Committee recommends to Council:

- (1) THAT Council approve Tots Play Program to be considered a Village run program; and
- (2) THAT Council direct Staff to insure the program, its participants and its volunteers under the Village’s insurance; and
- (3) THAT Council allow the program to be run by a resident volunteer; and
- (4) THAT Council direct Staff to provide an indemnity agreement for the resident volunteer running the Tots Play Program.

Attachments:

NONE

Key Information:

Lions Bay emphatically wants to support volunteer efforts by residents. Discouragement is not a preferred option. It would be nice to create an open door for residents to engage in the community and support them in their efforts to improve community spirit and provide services to the Village. It would be beneficial to steer away from stifling enthusiasm in these efforts by adding perceived or real liability to our volunteers.

The Tots Play Program is meant to run one day a week (9-11am) 10 months of the year and be open to residents. The program is broken down into two semesters, roughly September to January and February to June. The program will not run over school break in the summer.



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The program offers an opportunity for structured play time within the Village instead of having to travel to other jurisdiction for indoor play time. The program will offer an opportunity for resident tots and families to connect and build lasting bonds and community spirit.

Options:

- (1) Approve all 4 recommendations above.
- (2) Provide the requested insurance and indemnity in some other fashion
- (3) Do nothing.

Preferred Option: Option 1 as it aligns with the principle of protecting our volunteers outright and removing hurdles to promote volunteerism within the Village.

Legal Considerations: staff to advise

Financial Considerations: The cost of insurance and hall rental can be offset by small drop-in fee or one-time fee. Council could consider covering the cost for this program

Other Considerations:

Follow Up Action: Per Council direction.

Communication Plan: TBA



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Direction Request		
Title	Parking Fines		
Author	Karla Duarte	Reviewed By:	Peter DeJong
Date	March 12, 2021	Version	
Issued for	March 16, 2021 Council Strategy Committee		

Recommendation:

THAT the Council Strategy Committee recommends to Council THAT Council provide direction to staff with respect to the issue(s) outlined in this report.

Attachments:

- (1) Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended on May 21, 2020
- (2) Old consolidation of Bylaw Notice Enforcement Bylaw No. 385, 2006, which shows the old penalty amounts

Key Information:

On May 21, 2020, Council adopted Bylaw 582, which tripled the penalty amounts in Bylaw 413 subsections 10(a) to 10(l) and subsection 12. Council is currently discussing and considering a 2021 parking plan, whereby the penalty amounts were discussed with the proposal to lower the penalty amounts to increase compliance.

In the draft parking plan presented to Council on March 2, 2021, it was noted that increasing fines was not a sufficient deterrent for the public to come to Lions Bay during the COVID-19 pandemic and park wherever they thought they could get away with it. The increase in penalty may also have promoted a decrease in collection of fines and a more than double increase in disputes from 2019. Many people disputing the tickets noted that sudden loss of income and unemployment because of the pandemic hindered their ability to pay. Extenuating circumstances are not considered a reason for cancelling a ticket nor can the penalty amounts be reduced because of hardship, resulting in an increase in uncollected ticket fines.



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Desired Result: The desired result is a schedule of fines that are significant enough to support compliance, but reasonable enough to result in payment a significant majority of the time without dispute.

Options to Pursue Desired Result:

- 1) Set the fines at 50% above the original amount (i.e. for Parking without a Permit the original fine was \$65/\$50/\$80). As an example, the amount for Parking without a Permit would be set to \$95 with an early payment penalty of \$65 and \$120 for late payment (i.e. \$95/\$65/\$120)
- 2) Set the fines at 50% above the original amount (which was generally \$65/\$50/\$80) and increase the discount from 31.6% to 47% so that an early payment discount would be \$50 (i.e. \$95/\$50/\$120)
- 3) Set the fines at 100% above the original amount (i.e. for Parking without a Permit the original fine was \$65/\$50/\$80). As an example, the amount for Parking without a Permit would be set to \$130 with an early payment penalty of \$80 (a discount of 38.4%) and \$180 for late payment (i.e. \$130/\$80/\$180)
- 4) Leave the amount that was set on May 21, 2020 but increase the early payment discount from 21.1% to 48.7% so that a fine would be \$195, but if paid early, would be discounted to \$100 (as opposed to \$150) (i.e. \$195/\$100/\$240).

Follow Up Action: Staff will prepare an amended bylaw, if directed, to present at the March 23, 2021 regular Council meeting.



Bylaw Notice Enforcement Bylaw No. 385, 2006

Office Consolidation

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

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

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

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List of Amending Bylaws

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

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

BYLAW NO. 385, 2006

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Bylaw Notice Enforcement Bylaw No. 385, 2006

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

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

Part 1 Citation

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

Part 2 Severability

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

Part 3 Definitions

- 3.1 In this bylaw:

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

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

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

Part 4 Terms

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

Part 5 Bylaw Contraventions

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

Part 6 Offence and Penalty

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

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

Part 7 Period for Paying a Disputed Notice

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

Part 8 Bylaw Notice Dispute Adjudication Registry

- 8.1 The Registry is established as a bylaw notice dispute adjudication system in accordance with the Act to resolve disputes in relation to bylaw notices.

8.2

The Municipality is authorized to enter into, and the Mayor and Administrator are authorized to execute, a dispute adjudication system agreement or amended agreement with the District of North Vancouver and such other neighbouring jurisdictions as may wish to be a part of the Registry, such agreement to be attached to this bylaw as the new Schedule B upon execution by the Municipality.

[Amended by Bylaw No. 555]

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

Part 9 Screening Officers

- 9.1 The position of screening officer is established.
- 9.2 The following are designated classes of persons that may be appointed as screening officers:
 - 9.2.1 Village Manager
 - 9.2.2 Corporate Secretary
 - 9.2.3 Treasurer
 - 9.2.4 Bylaw Enforcement Officer

[Amended by Bylaw No. 415, 2009]

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

Part 10 Powers, Duties and Functions of Screening Officers

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

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

Part 11 Bylaw Enforcement Officers

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

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

Part 12 Form of Bylaw Notice

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

Schedules

Schedule A - Designated Bylaw Contraventions and Penalties

Schedule B – North Shore Bylaw Dispute Adjudication Registry Agreement

READ A FIRST TIME

this 5th of September, 2006

READ A SECOND TIME

this 5th of September, 2006

READ A THIRD TIME

this 5th of September, 2006

ADOPTED

this 19th of September, 2006

Mayor

Administrator

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

Administrator

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
393	3.4.9	Failure to provide insurance certificate prior to commencement of work	\$475	\$450	\$500	YES
393	3.5	Tree damaging activities	\$475	\$450	\$500	YES

Bylaw No.	Section	Description	Penalty			Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
			A1	A2	A3	
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
413	8 (2)	Interfere with traffic control device	\$300	\$200	\$400	NO
413	8 (3)	Plant interferes with traffic control device	\$45	\$35	\$55	YES
413	8 (4)	Illegal traffic control device	\$45	\$35	\$55	YES
413	10 (a)	Park in contravention of a traffic control device	\$195	\$150	\$240	NO
413	10 (b)	Fail to display insurance decal	\$135	\$105	\$165	NO

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

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

Bylaw No.	Section	Description	Council Strategy Committee Meeting Agenda - March 16, 2021 - Page 66 of 104			
			Penalty A1	Early Payment Penalty A2	Late Payment Penalty A3	Compliance Agreement Available A4 (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
428	37	Burn wood outside a building	\$100	\$80	\$120	NO
428	38	Open burning	\$100	\$80	\$120	NO
428	39	Drop burning substance into or near combustible material	\$100	\$80	\$120	NO
428	40	Burn or use combustion device outside when banned	\$100	\$80	\$120	YES
428	41	Burn unauthorized material inside or outside a building	\$100	\$80	\$120	NO
428	42	Use water contrary to designated purpose, hours or methods	\$100	\$80	\$120	NO
428	44	Fail to install sprinklers in new residence	\$450	\$425	\$475	YES
428	45	Fail to install sprinklers during alteration to residence	\$450	\$425	\$475	YES
428	46	Fail to install fire extinguisher	\$100	\$80	\$120	YES
428	47	Fail to install smoke alarms	\$100	\$80	\$120	YES
428	48	Use fireworks when under age 18	\$50	\$40	\$60	NO
428	49	Use unauthorized Consumer Fireworks	\$100	\$80	\$120	NO
428	50	Use High Hazard Fireworks	\$200	\$180	\$220	NO
428	52	Fail to comply with order to address violations, requiring re-inspection	\$450	\$425	\$475	YES
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

Bylaw No.	Section	Description	Council Strategy Committee Meeting Agenda - March 16, 2021 - Page 67 of 104			
			A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
448	6.1	Fireworks in park	\$250	\$230	\$270	NO
448	6.2	Make fire in park	\$100	\$90	\$110	NO
448	6.3	Improper barbecue in park	\$100	\$90	\$110	NO
448	6.5	Place burning substance in park	\$250	\$230	\$270	NO
448	6.6	Enter park at fire risk	\$250	\$230	\$270	NO
448	7.1	Sell/display goods/services in park	\$100	\$90	\$110	YES
448	7.2	Advertise in park	\$100	\$90	\$110	YES
448	7.3	Amplified noise in park	\$100	\$90	\$110	NO
448	8.1	Organized activity in park with no contract	\$100	\$90	\$110	NO
448	9.1	Operate motorized watercraft near beach	\$250	\$230	\$270	NO
448	9.2	Motorized vehicle or device in park	\$250	\$230	\$270	NO
448	9.3	Unauthorized entry to closed park	\$250	\$200	\$300	NO
448	10.1	In park outside open hours	\$250	\$200	\$300	NO
448	10.3	Enter or remain in closed or restricted park	\$450	\$400	\$500	NO
448	11.1	Create a nuisance in park	\$250	\$200	\$300	NO
448	11.2	Obstruct use and enjoyment of park	\$250	\$200	\$300	NO
448	11.3	Fail to comply with direction of enforcement officer	\$250	\$200	\$300	NO
448	11.4	Obstruct or delay enforcement officer	\$250	\$200	\$300	NO
448	11.5	Urinate/defecate in park	\$250	\$200	\$300	NO
448	12.1	Store watercraft on beach	\$100	\$90	\$100	YES
448	12.2	Camp in park	\$250	\$200	\$300	NO
448	12.3	Prohibited sport in park	\$100	\$90	\$110	NO
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

Bylaw No.	Section	Description	Penalty				Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
			A1	A2	A3	A4	
455	11	Placing for collection inappropriate substance	\$60	\$50	\$70	NO	
455	18	Storage not wildlife resistant, single family residential	\$60	\$50	\$70	NO	
455	19	Storage not wildlife resistant, multi-family and commercial	\$60	\$50	\$70	NO	
455	21	Fail to repair wildlife resistant containment	\$60	\$50	\$70	NO	
455	22 (a)	Feeding dangerous wildlife	\$300	\$280	\$320	NO	
455	22 (a)(b)	Storing edible wildlife attractants	\$300	\$280	\$320	YES	
455	22 (c)	Bee hives accessible to wildlife	\$60	\$50	\$70	NO	
455	22 (d)	Outdoor fridge or freezer accessible to wildlife	\$60	\$50	\$70	NO	
455	22 (e)	Meat waste in compost	\$60	\$50	\$70	NO	
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							

Bylaw No.	Section	Description	Council Strategy Committee Meeting Agenda - March 16, 2021 - Page 69 of 104			Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
			A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	
520	3.2	Non-compliance with bylaw	\$300	\$250	\$350	NO
520	4.3	Use prohibited in all zones	\$475	\$450	\$500	NO
520	4.3.7	Short-term rental without a Temporary Use Permit	\$475	\$450	\$500	NO
520	4.5	Accessory building, structure or use not permitted	\$400	\$350	\$450	NO
520	4.10	Fence or retaining wall contrary to bylaw	\$300	\$250	\$350	NO
520	4.11	Visibility obstruction contrary to bylaw	\$250	\$200	\$300	NO
520	4.12	Home-based business contrary to conditions	\$300	\$250	\$350	YES
520	4.13-4.14	Off-street parking requirements not met	\$350	\$300	\$400	YES
520	4.15	Parking and storage of commercial or industrial vehicles, equipment, or materials contrary to bylaw	\$475	\$450	\$500	NO
520	4.16	Temporary structure without valid permit	\$250	\$200	\$300	NO
520	4.17	Metal shipping container contrary to permitted uses	\$250	\$200	\$300	NO
520	4.18	Solar energy device not installed per requirements of bylaw	\$150	\$100	\$200	NO
520	4.19	Building or structure contrary to flood protection provisions	\$450	\$400	\$500	YES
520	7.1-7.11	Use, siting, setback, height, size or density not permitted in RS-1 Zone	\$450	\$400	\$500	YES
520	8.1-8.6	Use, siting, setback, height, size or density not permitted in RM-1 Zone	\$450	\$400	\$500	YES
520	9.1-9.5	Use, siting, setback, height, size or density not permitted in C-1 Zone	\$450	\$400	\$500	YES
520	10.1-10.5	Use, siting, setback, height, size or density not permitted in C-2 Zone	\$450	\$400	\$500	YES

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

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

Schedule B

NORTH SHORE BYLAW NOTICE DISPUTE ADJUDICATION REGISTRY AGREEMENT

This Agreement, dated the _____ day of _____, 2019

BETWEEN:

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

("DNV")

AND:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, 750-17th Street, West Vancouver, British Columbia, V7V 3T3

("DWV")

AND:

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

("BIM")

AND:

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

("VLB")

Witnesses that Whereas:

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

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

Definitions

1. In this Agreement:

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

"Agreement" means this Agreement;

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

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

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

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

"Party" means any one of the Parties;

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

Joint Registry

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

Operating Concept

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

Registry Oversight

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

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

Operations and Logistics

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

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

Finance, Invoicing and Reporting

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

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

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

Indemnity and Insurance

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

General Provisions

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

VILLAGE OF LIONS BAY

Bylaw No. 385, 2006

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

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

Mayor —) C/S
)

Municipal Clerk —)
)

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

Mayor —) C/S
)

Municipal Clerk —)
)

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

Mayor —) C/S
)

Municipal Clerk —)
)

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

Mayor —) C/S
)

Municipal Clerk —)
)



Bylaw Notice Enforcement Bylaw No. 385, 2006

Office Consolidation

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

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

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

PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0
Phone: 604-921-9333 Fax: 604-921-6643
Email: office@lionsbay.ca Web: www.lionsbay.ca

List of Amending Bylaws

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

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

BYLAW NO. 385, 2006

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Bylaw Notice Enforcement Bylaw No. 385, 2006

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

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

Part 1 Citation

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

Part 2 Severability

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

Part 3 Definitions

- 3.1 In this bylaw:

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

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

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

Part 4 Terms

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

Part 5 Bylaw Contraventions

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

Part 6 Offence and Penalty

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

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

Part 7 Period for Paying a Disputed Notice

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

Part 8 Bylaw Notice Dispute Adjudication Registry

- 8.1 The Registry is established as a bylaw notice dispute adjudication system in accordance with the Act to resolve disputes in relation to bylaw notices.

8.2

The Municipality is authorized to enter into, and the Mayor and Administrator are authorized to execute, a dispute adjudication system agreement or amended agreement with the District of North Vancouver and such other neighbouring jurisdictions as may wish to be a part of the Registry, such agreement to be attached to this bylaw as the new Schedule B upon execution by the Municipality.

[Amended by Bylaw No. 555]

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

Part 9 Screening Officers

- 9.1 The position of screening officer is established.
- 9.2 The following are designated classes of persons that may be appointed as screening officers:
 - 9.2.1 Village Manager
 - 9.2.2 Corporate Secretary
 - 9.2.3 Treasurer
 - 9.2.4 Bylaw Enforcement Officer

[Amended by Bylaw No. 415, 2009]

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

Part 10 Powers, Duties and Functions of Screening Officers

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

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

Part 11 Bylaw Enforcement Officers

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

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

Part 12 Form of Bylaw Notice

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

Schedules

Schedule A - Designated Bylaw Contraventions and Penalties

Schedule B – North Shore Bylaw Dispute Adjudication Registry Agreement

READ A FIRST TIME

this 5th of September, 2006

READ A SECOND TIME

this 5th of September, 2006

READ A THIRD TIME

this 5th of September, 2006

ADOPTED

this 19th of September, 2006

Mayor

Administrator

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

Administrator

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
393	3.4.9	Failure to provide insurance certificate prior to commencement of work	\$475	\$450	\$500	YES
393	3.5	Tree damaging activities	\$475	\$450	\$500	YES

Bylaw No.	Section	Description	Penalty				Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
			A1	A2	A3	A4	
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	
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	

Bylaw No.	Section	Description	Penalty A1	Early Payment Penalty A2	Late Payment Penalty A3	Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes") A4
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
413	21 (b)	Noxious flow on highway	\$45	\$35	\$55	NO
413	21 (c)	Damage plants/grass on highway	\$100	\$90	\$110	NO
413	21 (d)	Damage or deface highway	\$100	\$90	\$110	NO
413	21 (e)	Dead animal on highway	\$45	\$35	\$55	NO
413	21 (f)	Camp on highway	\$45	\$35	\$55	NO
413	21 (g)	Make fire on highway	\$100	\$90	\$110	NO
413	21 (h)	Unsecure load	\$100	\$90	\$110	NO
413	21 (i)	Urinate/defecate on highway	\$100	\$90	\$110	NO
413	21 (j)	Overweight vehicle on highway	\$100	\$90	\$110	NO
413	21 (k)	Operate vehicle with lugged wheels	\$100	\$90	\$110	NO

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

Bylaw No.	Section	Description	Penalty	Early Payment Penalty	Late Payment Penalty	Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
428	37	Burn wood outside a building	\$100	\$80	\$120	NO
428	38	Open burning	\$100	\$80	\$120	NO
428	39	Drop burning substance into or near combustible material	\$100	\$80	\$120	NO
428	40	Burn or use combustion device outside when banned	\$100	\$80	\$120	YES
428	41	Burn unauthorized material inside or outside a building	\$100	\$80	\$120	NO
428	42	Use water contrary to designated purpose, hours or methods	\$100	\$80	\$120	NO
428	44	Fail to install sprinklers in new residence	\$450	\$425	\$475	YES
428	45	Fail to install sprinklers during alteration to residence	\$450	\$425	\$475	YES
428	46	Fail to install fire extinguisher	\$100	\$80	\$120	YES
428	47	Fail to install smoke alarms	\$100	\$80	\$120	YES
428	48	Use fireworks when under age 18	\$50	\$40	\$60	NO
428	49	Use unauthorized Consumer Fireworks	\$100	\$80	\$120	NO
428	50	Use High Hazard Fireworks	\$200	\$180	\$220	NO
428	52	Fail to comply with order to address violations, requiring re-inspection	\$450	\$425	\$475	YES
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

Bylaw No.	Section	Description	Penalty			Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
			A1	A2	A3	
448	6.1	Fireworks in park	\$250	\$230	\$270	NO
448	6.2	Make fire in park	\$100	\$90	\$110	NO
448	6.3	Improper barbecue in park	\$100	\$90	\$110	NO
448	6.5	Place burning substance in park	\$250	\$230	\$270	NO
448	6.6	Enter park at fire risk	\$250	\$230	\$270	NO
448	7.1	Sell/display goods/services in park	\$100	\$90	\$110	YES
448	7.2	Advertise in park	\$100	\$90	\$110	YES
448	7.3	Amplified noise in park	\$100	\$90	\$110	NO
448	8.1	Organized activity in park with no contract	\$100	\$90	\$110	NO
448	9.1	Operate motorized watercraft near beach	\$250	\$230	\$270	NO
448	9.2	Motorized vehicle or device in park	\$250	\$230	\$270	NO
448	9.3	Unauthorized entry to closed park	\$250	\$200	\$300	NO
448	10.1	In park outside open hours	\$250	\$200	\$300	NO
448	10.3	Enter or remain in closed or restricted park	\$450	\$400	\$500	NO
448	11.1	Create a nuisance in park	\$250	\$200	\$300	NO
448	11.2	Obstruct use and enjoyment of park	\$250	\$200	\$300	NO
448	11.3	Fail to comply with direction of enforcement officer	\$250	\$200	\$300	NO
448	11.4	Obstruct or delay enforcement officer	\$250	\$200	\$300	NO
448	11.5	Urinate/defecate in park	\$250	\$200	\$300	NO
448	12.1	Store watercraft on beach	\$100	\$90	\$100	YES
448	12.2	Camp in park	\$250	\$200	\$300	NO
448	12.3	Prohibited sport in park	\$100	\$90	\$110	NO
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

Bylaw No.	Section	Description	Penalty				Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
			A1	A2	A3	A4	
455	11	Placing for collection inappropriate substance	\$60	\$50	\$70	NO	
455	18	Storage not wildlife resistant, single family residential	\$60	\$50	\$70	NO	
455	19	Storage not wildlife resistant, multi-family and commercial	\$60	\$50	\$70	NO	
455	21	Fail to repair wildlife resistant containment	\$60	\$50	\$70	NO	
455	22 (a)	Feeding dangerous wildlife	\$300	\$280	\$320	NO	
455	22 (a)(b)	Storing edible wildlife attractants	\$300	\$280	\$320	YES	
455	22 (c)	Bee hives accessible to wildlife	\$60	\$50	\$70	NO	
455	22 (d)	Outdoor fridge or freezer accessible to wildlife	\$60	\$50	\$70	NO	
455	22 (e)	Meat waste in compost	\$60	\$50	\$70	NO	
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							

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

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

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

Schedule B

NORTH SHORE BYLAW NOTICE DISPUTE ADJUDICATION REGISTRY AGREEMENT

This Agreement, dated the _____ day of _____, 2019

BETWEEN:

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

("DNV")

AND:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, 750-17th Street, West Vancouver, British Columbia, V7V 3T3

("DWV")

AND:

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

("BIM")

AND:

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

("VLB")

Witnesses that Whereas:

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

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

Definitions

1. In this Agreement:

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

"Agreement" means this Agreement;

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

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

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

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

"Party" means any one of the Parties;

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

Joint Registry

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

Operating Concept

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

Registry Oversight

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

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

Operations and Logistics

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

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

Finance, Invoicing and Reporting

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

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

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

Indemnity and Insurance

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

General Provisions

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

VILLAGE OF LIONS BAY

Bylaw No. 385, 2006

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

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

Mayor —) C/S
)

Municipal Clerk —)
)

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

Mayor —) C/S
)

Municipal Clerk —)
)

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

Mayor —) C/S
)

Municipal Clerk —)
)

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

Mayor —) C/S
)

Municipal Clerk —)
)

