



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**REGULAR MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, MAY 25, 2021 at 7:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY
AND VIA ZOOM VIDEO CONFERENCE**

Link to join the meeting: <https://us02web.zoom.us/j/87018955489>
To join via phone, dial 778-907-2071 – Meeting ID: 870 1895 5489

AGENDA

1. **Call to Order**
2. **Adoption of Agenda**
3. **Closed Council Meeting (6:00 PM)**

Proposed topics for discussion in the absence of the public:

- A. Legal Invoices
- B. Curly Stewart Award
- C. Personnel

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;

(b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;

(c) labour relations or other employee relations;

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

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

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

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

Closure of meeting to the general public scheduled for 6 pm.

Re-opening of meeting to the general public scheduled for 7 pm.

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

[OR]

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

- 4. Reporting Out from Closed Portion of Meeting (if applicable)**
- 5. Public Participation (2 minutes per person totalling 10 minutes maximum)**
- 6. Opportunity for any persons who consider they are affected by proposed Bylaw No. 604, 2021 (see Item 10B of this Agenda) to make representations to Council**
- 7. Review & Approval of Minutes of Prior Meetings**
 - A. Special Council Meeting – April 30, 2021 (Page 9)
THAT the Special Council Meeting Minutes of April 30, 2021 be approved as circulated.
 - B. Regular Council Meeting – May 4, 2021 (Page 11)
THAT the Regular Council Meeting Minutes of May 4, 2021 be approved as circulated.
 - C. Special Council Meeting – May 12, 2021 (Page 25)
THAT the Special Council Meeting Minutes of May 12, 2021 be approved as circulated.
- 8. Business Arising from the Minutes**
- 9. Unfinished Business**
 - A. Follow-Up Action Items from Previous Meetings

| No. | Date | Item Description | Action |
|-----|------|------------------|--------|
|-----|------|------------------|--------|

| | | | |
|-----|-------------|---|---|
| 203 | May 4, 2021 | G12 D Mah Day of Action Against Anti-Asian Racism | Staff published information in the Village update |
| 204 | May 4, 2021 | R1 C Bradbury re Parking | Mayor McLaughlin to Respond |
| 205 | May 4, 2021 | R4 F. Azordegan re: Parking at Lower Kelvin Grove | Mayor McLaughlin to Respond |
| 206 | May 4, 2021 | K. Buhr re: sign project | Mayor McLaughlin to Respond |

B. Trees, Views and Landscapes Committee – Tree Application No. 109 – 265 Bayview Road (Page 27)

Committee Recommendation:

THAT the Trees, Views and Landscapes Committee recommends to Council THAT Council approves the Tree Cutting Permit Application No. 109, subject to the following:

- a. Topping and trimming is to be in accordance with the photos and requested work in the application materials; The group of trees to the north of the driveway to be removed. The next group of trees to the left of the driveway entrance (south) are to be topped to the existing topped height, and the large group further south and marked “remove” are to be removed
- b. The applicant must clean up and remove all associated debris;
- c. The tree cutting permit shall be valid for a period of three years subject only to confirmation prior to any cutting, or repeated cutting, within that period of:
 - i. Compliance with the bylaw restrictions regarding bird nesting season,
 - ii. A traffic control plan approved by Public Works, and damage deposit, arborist/contractor’s WorkSafe BC certificate and insurance in compliance with Municipal requirements and any other requirements of the bylaw.

10. Reports

A. Staff

- i. Arts Council Request for Art in the Park Program at Wade Park (Page 47)

Staff Recommendation:

THAT the Lions Bay Arts Council be granted use of 10 chairs and 4 tables on Fridays and Saturdays through July and August 2021 for the Art in the Park Program at Wade Park; AND FURTHER THAT the rental costs for the tables and chairs be waived as an in-kind donation in the amount of \$900.

- ii. AP Listing Follow Up (Page 49)
Staff Recommendation:
THAT the report “Accounts Payable Cheque Listing – Follow Up” be received for information purposes.

- iii. Village of Lions Bay GHG Targets, Policies and Actions (Page 69)
Staff Recommendation:
THAT the Information Report, “Village of Lions Bay GHG Targets, Policies and Actions” be received.

- iv. Speed and Traffic Data on Bayview Road at the Community School (Page 77)
Staff Recommendation:
THAT the Information Report, “Speed and Traffic Data on Bayview Road at the Community School” be received.

- v. Update re. Implementation of Parking Plan (Verbal)

- vi. 245 Kelvin Grove Way Encroachment Agreement & S. 219 Covenant (Page 81)
Staff Recommendation:
 - (1) THAT the Municipality enter into an Encroachment Agreement and Section 219 Covenant with the Owner(s) of 245 Kelvin Grove Way in substantially the same form as the draft Agreement and Covenant attached to this report;
 - (2) THAT the said Section 219 Covenant be registered against the property at 245 Kelvin Grove Way in the Land Title Office; and
 - (3) THAT the CAO or CFO and Mayor be authorized to execute both the Encroachment Agreement and the Section 219 Covenant.

- vii. 255 Oceanview Road Encroachment Agreement & S. 219 Covenant (Page 107)
Staff Recommendation
 - (1) THAT the Municipality enter into an Encroachment Agreement and Section 219 Covenant with the Owner of 255 Oceanview Road in substantially the same form as the draft Agreement and Covenant attached to this report;
 - (2) THAT the said Section 219 Covenant be registered against the property at 255 Oceanview Road in the Land Title Office; and
 - (3) THAT the CAO or CFO and Mayor be authorized to execute both the Encroachment Agreement and the Section 219 Covenant.

- viii. 340 Oceanview Road Encroachment Agreement & S. 219 Covenant (Page 133)

Staff Recommendation

- (1) THAT the Municipality enter into an Encroachment Agreement and Section 219 Covenant with the Owner of 340 Oceanview Road in substantially the same form as the draft Agreement and Covenant attached to this report;
- (2) THAT the said Section 219 Covenant be registered against the property at 340 Oceanview Road in the Land Title Office; and
- (3) THAT the CAO or CFO and Mayor be authorized to execute both the Encroachment Agreement and the Section 219 Covenant.

B. Mayor

C. Council

- i. Councillor Barmeier: Lions Bay ZEV initiative Update (Page 161)

Recommendations:

THAT the Information report, “Lions Bay ZEV initiative – update” be received.

THAT Council directs staff to support ZEVIP grant application and aim to submit before the June 22, 2021 deadline.

D. Committees

- i. Climate Action Committee – Recommendation from May 13, 2021 meeting

Committee Recommendation:

THAT the Climate Action Committee recommends to Council THAT Council supports the Help Cities Lead campaign and THAT Council directs staff to provide a letter of endorsement on behalf of Council for the campaign.

E. Emergency Services

- i. RCMP Report for March and April 2021 (Page 227)

11. Resolutions

A. 2021 Annual Report

THAT the Annual Report required under section 97 of the *Community Charter* be available for public inspection at the Village Office and via the Village website on or before June 1, 2021; and

THAT the Annual Meeting required under section 99 of the *Community Charter* be held in conjunction with the regular Council meeting on June 15, 2021; and

THAT the notice of the Annual Meeting under section 94 of the *Community Charter* be by way of:

- (a) Posting in the public notice posting places; and
- (b) Publication on the Village website and in the Village Update (Village Update distribution) on June 4 and June 11, 2021, as being reasonably equivalent to notice that would be provided by newspaper publication if it were practicable.

B. Block Watch Society Resolution

THAT Council endorses the 2021 Membership Application for the Block Watch Society of BC; and
THAT Council directs staff to process the application; and
THAT the Village of Lions Bay Block Watch Program be administered by a local resident Block Watch Coordinator.

12. Bylaws

A. Bylaw 592 – Bylaw Notice Enforcement Bylaw Amendment (Page 229)

Staff Recommendation:

(1) THAT Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 592, 2021 be adopted.

B. Brunswick Beach Road Closure Bylaw No. 604, 2021 (Page 259)

Staff Recommendation:

(1) THAT Road Closure Bylaw No. 604, 2021, be introduced and given 3 readings; and

(2) THAT a certified copy of Road Closure Bylaw No. 5604, 2021, as at 3rd reading, be sent to the Minister of Transportation and Infrastructure for approval prior to the bylaw coming back to Council for consideration of adoption.

C. Trees, Views and Landscapes Bylaw No. 393, 2007 (Page 267)

Staff Recommendation:

THAT Council directs staff to undertake community engagement on the draft amendments to the Trees, Views and Landscapes Bylaw No. 393, 2008, as outlined in the staff report titled “Public Consultation for the Consideration of Amendment to or Replacement of Trees, Views and Landscapes Bylaw No. 393, 2007”, dated May 25, 2021.

13. Correspondence

A. List of Correspondence to May 21, 2021 (Page 315)

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

14. New Business

- 15. Public Questions & Comments (2 minutes on any topic discussed in this meeting)**
- 16. Continuation of Closed Council Meeting (if applicable)**
- 17. Reporting Out from Closed Portion of Meeting**
- 18. Adjournment**

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**SPECIAL MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON FRIDAY, APRIL 30, 2021 at 5:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY
AND VIA ZOOM VIDEO CONFERENCE**

MINUTES

In Attendance: Mayor Ron McLaughlin (via video conference)
Councillor Neville Abbott (via video conference)
Councillor Fred Bain (via video conference)
Councillor Norman Barmeier (via video conference)
Councillor Jaime Cunliffe (via video conference)

1. Call to Order

Mayor McLaughlin called the meeting to order at 5:10 PM.

2. Adoption of Agenda

Moved/Seconded

THAT the agenda be adopted, as presented.

CARRIED

3. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

A. CAO Review

Moved/Seconded

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

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- 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; and
- c) labour relations or other employee relations.

CARRIED

4. Reporting Out from Closed Portion of Meeting

Council reviewed and discussed the CAO's contract and will be extending it.

- 5. Adjournment**
Moved/Seconded
THAT the meeting be adjourned.

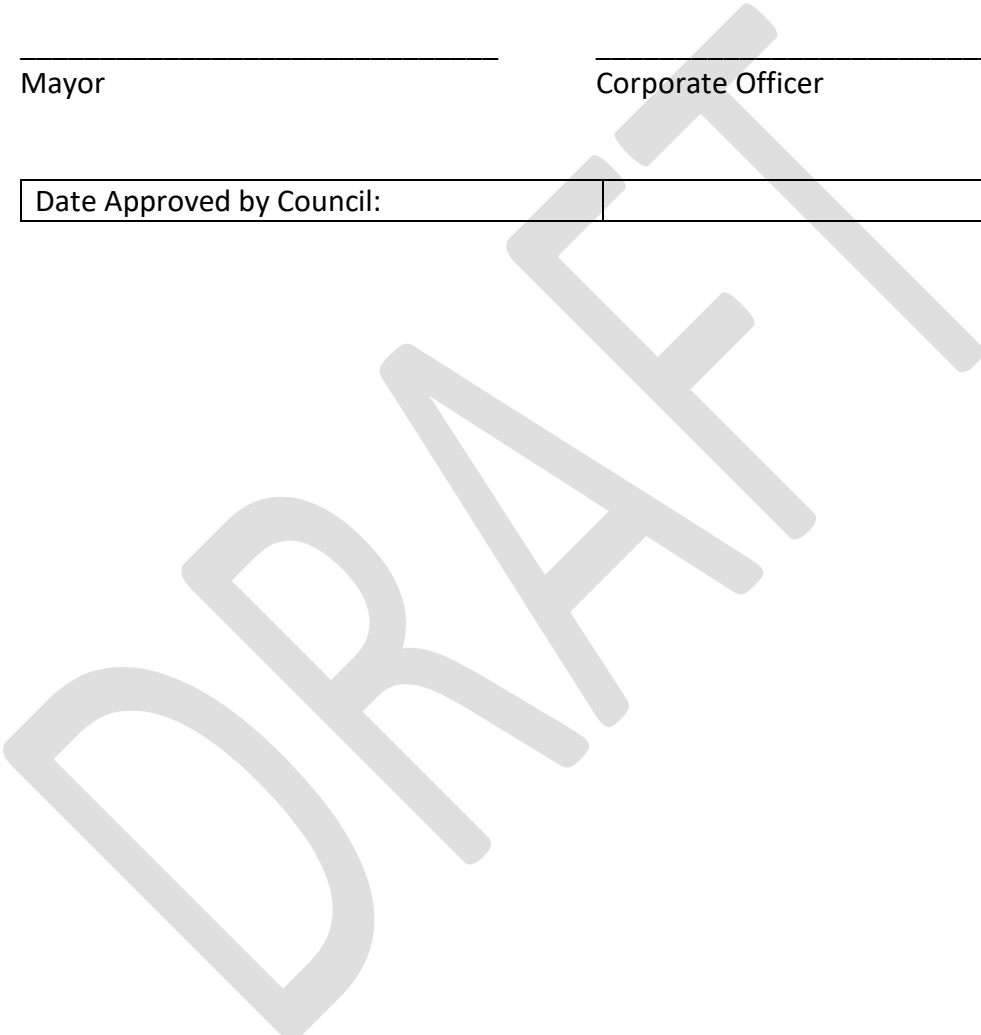
CARRIED

The meeting was adjourned at 5:45 p.m.

Mayor

Corporate Officer

| | |
|---------------------------|--|
| Date Approved by Council: | |
|---------------------------|--|





THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**REGULAR MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, MAY 4, 2021 at 7:00 PM
CLOSED MEETING at 6:00 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
Chief Financial Officer Pamela Rooke
Public Works Manager Nai Jaffer (via video conference)
Municipal Coordinator Karla Duarte (Recorder)

Delegations: 0

Public: 9

1. Call to Order

Mayor McLaughlin called the meeting to order at 6:07 p.m.

2. Closed Council Meeting (6:00 PM)

Proposed topics for discussion in the absence of the public:

- A. Municipal Awards
- B. Committees
- C. Grants
- D. Sale of Land
- E. Correspondence

Moved/Seconded

THAT the meeting be closed to the public on the basis of matters to be considered under the following sections of the *Community Charter* and where required, the Council does

consider that the matters could reasonably be expected to harm the interests of the municipality if they were held in public:

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;

(b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;

(c) labour relations or other employee relations;

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

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

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

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

The meeting was closed to the public at 6:09 p.m.

The meeting was re-opened to the public at 6:49 p.m.

The Mayor called the open portion of the meeting to order at 7:01 p.m.

3. Reporting Out from Closed Portion of Meeting (if applicable)

N/A

4. Adoption of Agenda [considered prior to closing]

Moved/Seconded

THAT item 2 be amended to include C. Grants, D. Sale of Land, E. Correspondence and sections (e), (j) and (k) of the Community Charter be added as reasons for closing; and

THAT the agenda be adopted, as amended.

CARRIED

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

None

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

A. Paul Fripp, BDO Canada

Presentation of Village of Lions Bay 2020 Final Audit Report to Mayor and Council

Moved/Seconded

THAT the time limit for delegations be waived.

CARRIED

Paul Fripp, BDO Canada presented the Village of Lions Bay 2020 Final Audit Report, noting:

- Audit findings – nothing of significance to raise to Council
- Internal control matters – no significant deficiencies
- Overview of comments in the adjusted and unadjusted differences section
- Opinion on financial statements and positions
- Cyber security in local governments – encourage review of measures
- Financial Statements: highlighting increases and decreases from the previous year.

CFO Rooke and P. Fripp responded to questions noting:

- Overview of payments to E-Comm for radios; CFO Rooke will bring details regarding the E-Comm bills to the next meeting
- Long-term debt: balance of debt outstanding is at December 31, 2020; differs from number in 5-year plan
- Assets held for sale: gain is proceeds less cost that is recorded in the books. Amount is historic value; not representative of what fair value– won't see it flow through statement of operations until next year
- Sick time: liability is based upon an actuarial review; sick time is accrued each month based on employee entitlements and reduced by sick time taken. Accrual is adjusted at the end of the year based upon actuarial review.

Moved/Seconded

THAT the report "Village of Lions Bay 2020 Final Audit Report" be received for information purposes.

CARRIED

Paul Fripp thanked the Finance staff for their support during the audit process.

7. Review & Approval of Minutes of Prior Meetings

A. Regular Council Meeting – April 13, 2021

Moved/Seconded

THAT the Regular Council Meeting Minutes of April 13, 2021 be approved as circulated.

CARRIED

B. Special Council Meeting – April 27, 2021

Moved/Seconded

THAT the Special Council Meeting Minutes of April 27, 2021 be approved as circulated.

CARRIED

8. Business Arising from the Minutes

- A. Councillor Abbott questioned when the Village will hear from Metro Vancouver regarding the Urban Containment Boundary (UCB), which is not the same as the Metro 2050 policy review.

9. Unfinished Business

A. Follow-Up Action Items from Previous Meetings

| No. | Date | Item Description | Action |
|-----|----------------|--|--|
| 199 | April 13, 2021 | contact Metro Vancouver staff to request information and presentation on the Metro 2050 policy review | Mayor McLaughlin noted that he has reminded Metro to present on the policy review and expects that the topic of the UCB will be an item that they present. |
| 200 | April 13, 2021 | Mayor McLaughlin requested that Councillor Bain be the Council liaison to work with staff to manage potential changes to the Block Watch program | Councillor Bain noted that it is in the research phase at the moment – starting to fall into place |
| 201 | April 13, 2021 | R1 F. Azordegan – Kelvin Grove Parking Lot Requests | Complete |
| 202 | April 13, 2021 | R6 V & R O'Dwyer – Kelvin Grove Parking Lot Requests | Complete |

10. Reports

A. Staff

i. PRV Project Update and Kiosk Wrap Feedback Response

PWM Jaffer presented the PRV kiosk wrap feedback responses, noting:

- Request for feedback was published in the Village Update on April 16 and 23, 2021. 10 responses were obtained, of which 8 were residents in Upper Bayview; 9/10 residents prefer camouflage wrapping. Once BC Hydro makes a connection an RFP will be placed for camouflage wrapping for each of 3 sites.
- Cannot do wrapping until BC Hydro connection is done

Discussion ensued on:

- public engagement around RFP
- No other options

Council was polled on whether the matter is closed.

Moved/Seconded

THAT the Information Report, “PRV Project Update and Kiosk Wrap Feedback Responses” be received.

CARRIED

ii. Partnership with Recycle BC

PWM Jaffer presented the report on Partnership with Recycle BC, noting:

- Council to decide on how funds will be used;
- No material change; no collective pick up of Styrofoam

Discussion ensued on:

- Styrofoam recycling possibilities
- Details to be finalized when contract is formulated specific to Lions Bay
- Climate Action Committee direction: request to sit down with Nai to go over what the contract would be like

Moved/Seconded

(1) THAT staff be directed to formally pursue a partnership with Recycle BC; and
 (2) THAT the Public Works Manager and the CAO be directed to work with Recycle BC to develop contracts between the Village and Recycle BC for the receipt of Single and Multi Family recycling; and
 (3) THAT the final contracts be brought forward to Council in due course for their review and approval.

CARRIED

iii. Accounts Payable Cheque Listing

CFO Rooke responded to questions, noting:

- CFO to confirm the Internet service agreements
- cost for community gardens; public works labour is not included in the cost
- CFO to confirm cost of laptops
- CFO to bring Actuarial report to next meeting
- provided Trailblazers with lumber only once for trail maintenance
- scanning for documents was outsourced; staff prepared files internally
- Donation from Fire Department to Muscular Dystrophy Canada
- CFO to provide samples of legal bills

Moved/Seconded

THAT the report “Accounts Payable Cheque Listing” be received for information purposes.

CARRIED

iv. Council Remuneration

Moved/Seconded

THAT the report “Council Remuneration” be received for information purposes.

CARRIED

v. 2020 Audited Financial Statements

Moved/Seconded

1. THAT the Village of Lions Bay’s 2020 Audited Financial Statements, as presented to Council on May 4, 2021, be approved pursuant to the *Community Charter section 167(1)*;
2. AND THAT the 2020 Audited Financial Statements be included in the 2020 Annual Report pursuant to the *Community Charter section 98*.

CARRIED

vi. Lions Bay Community Signage Installation Report from Resident

Mayor McLaughlin presented the correspondence sent by K. Buhr regarding K. Buhr’s report.

CAO DeJong noted that the recommendations by the resident should not be rushed for consideration.

PWM Jaffer noted that there is a number of signs that cannot be changed, as they are vetted by the Province and the Drinking Water Protection Officer and that there are signs near raw water intake locations and by identifying where that is could invite potential for people to access and potentially contaminate water intakes.

Discussion ensued on:

- Signage elevates Village aesthetics
- Good work from residents

CAO DeJong commented on staff time limits with respect to consideration of recommendations presented by the resident in his correspondence sent to Council on May 4, 2021 regarding the signage report.

Discussion ensued on:

- Not an urgent matter
- No urgency on actions
- Appreciation to the resident on the project

Mayor McLaughlin noted that he would respond to the resident to thank him and provide a summary of Council discussion.

Moved/Seconded

THAT the Information Report, “Lions Bay Community Signage Report from Resident” be received.

CARRIED

B. Mayor
None

C. Council

i. Councillors Abbott and Bain: Block Watch verbal update

Councillor Bain and Abbott provided an update noting:

- Contacted Block Watch society out of Vernon to understand the requirements
- Examples from other municipalities such as Lillooet where residents run whole program with minimal staff time requirement
- minimal budget requirements, approximately \$500

Moved/Seconded

THAT Council direct staff to provide a budget of \$1,000 for expenditures related to joining the Block Watch Society of British Columbia.

CARRIED

CAO DeJong requested that the administration be volunteer led with minimal staff time requirements.

D. Committees

i. Trees, Views and Landscapes Committee – Tree Application No. 109 – 265 Bayview Road

Councillor Abbott commented on:

- cutting trees during songbird nesting season; regulations
- request to improve bylaw to not allow tree cutting during bird nesting season

CAO DeJong noted the provisions in the bylaw and that the application was made in consideration of the bylaw as it currently stands. The request to not allow cutting would be over and above the restriction of the bylaw.

Discussion ensued:

- Amending the bylaw
- Education

CAO DeJong requested that the application be tabled and that the bylaw be brought back showing an amendment for consideration.

Discussion ensued on:

- Federal regulation
- Neighbour consultation
- songbird nesting season definition

Moved/Seconded

THAT Council directs staff to present an amendment to the Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007 that addresses restrictions to cutting during the songbird nesting season for Council for discussion AND FURTHER THAT Council postpones consideration of Tree Application 109 to the May 25, 2021 meeting.

CARRIED

E. Emergency Services

11. Resolutions

None

12. Bylaws**A. Bylaw No. 592 – Bylaw Notice Enforcement No. 385, 2006, Amendment Bylaw No. 592, 2021**

Moved/Seconded

- (1) THAT Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 592, 2021 be introduced and read a first, second, and third time; and
- (2) THAT Council approves Screening Officer Policy No. 2101, as presented at the May 4, 2021 regular Council meeting; and
- (3) THAT, upon adoption of Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 592, 2021, Council appoints Karla Duarte, Municipal Coordinator as a Screening Officer, as per Bylaw No. 385, 2006, as amended.

CARRIED

B. Bylaw No. 595 – 2021-2025 Five Year Financial Plan Bylaw No. 595, 2021

Moved/Seconded

THAT the 2021-2025 Five Year Financial Plan Bylaw No. 595, 2021 be adopted.

CARRIED

C. Bylaw No. 596 – Tax Rates Bylaw No. 596, 2021

Moved/Seconded

THAT the Tax Rates Bylaw No. 596, 2021 be introduced, given three readings, and adopted.

CARRIED

OPPOSED: Cllr. Abbott

D. Bylaw No. 598 Traffic Bylaw Amendment Bylaw

Moved/Seconded

THAT Traffic & Parking Bylaw No. 413, 2009, Amendment Bylaw No. 598, 2021 be adopted.

CARRIED

E. Bylaw No. 601 Council Remuneration Bylaw No. 552, 2018, Amendment Bylaw No. 601, 2021

CFO Rooke presented a summary of the effects of the Council Remuneration Bylaw and provided an overview of the process for financial documentation. If

the bylaw is adopted on May 25th, then staff would seek guidance on how individual Councillors would like their salary redirected.

CFO Rooke confirmed that the staff time required would be minimal but would need to consult with each individual Councillor who requests a change. She clarified that the amount of tax paid per individual Councillor is unknown.

Discussion ensued on:

- taxation and tax credits
- concerns around future campaigning
- consideration of future Councillors
- freedom of choice
- following process for donations, just donate
- value of Council time and salary
- precedence that it could set
- motivation for redirection of salary: full value to go to municipality
- presents privilege and not equity – optics of redirecting salary
- undervalues Council's work

Moved/Seconded

THAT the Council Remuneration Bylaw No. 552, 2018, Amendment Bylaw No. 601, 2021 be read a first, second and third time.

MOTION FAILED

OPPOSED: Cllrs: Barmeier and Cunliffe and Mayor McLaughlin

13. Correspondence

A. List of Correspondence to April 29, 2021

Moved/Seconded

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

| <i>Date Rec'd</i> | FROM | TOPIC | ACTION |
|--------------------------|-----------------------------|--|-------------------------------------|
| 13-Apr-21 | G1 Mayor, City of Penticton | Provincial Paramountcy | Received |
| 14-Apr-21 | G2 MP Weiler | Green and Inclusive Community Buildings Program Launch | received and will use to inform CAC |

| | | | |
|-----------|--|--|--|
| 14-Apr-21 | G3 Sunshine Coast Conservation Association | Visual Quality Objectives | Suggestion to support |
| 15-Apr-21 | G4 N. Davidowicz | Transit | Received |
| 15-Apr-21 | G5 MP Weiler | Housing Supply | Received |
| 19-Apr-21 | G6 C. Peters | Human Trafficking | Received |
| 19-Apr-21 | G7 Forest Enhancement Society of BC | Spring 2021 Society Update | For CAC to consider |
| 14-Apr-21 | G8 K. Guezalova | Parking and Gatekeeping of Public Lands | Received |
| 23-Apr-21 | G9 Peace River Regional District | Invasive Plant Management, lack of funding | Received |
| 23-Apr-21 | G10 District of Clearwater | 988 Crisis Line | Received |
| 1-Apr-21 | G11 Town of View Royal | Training for Hospital Security Staff | Received |
| 26-Apr-21 | G 12 D. Mah | Day of Action Against Anti-Asian Racism | Staff to publish the proclamation in the Village Update |
| 10-Apr-21 | R1 C. Bradbury | Parking | Mayor McLaughlin to respond CAO DeJong provided an update on parking plans; building signage order list; process over the next couple of months |
| 12-Apr-21 | R2 C. Kennedy | Parking sign | Mayor McLaughlin replied |
| 12-Apr-21 | R3 B. Broughton | LB Connector | Received |
| 12-Apr-21 | R4 F. Azordegan | Parking at Lower Kelvin Grove | Mayor McLaughlin to respond |
| 13-Apr-21 | R5 N. Rodgers | parking | PWM Jaffer commented that the bins that were damaged have been replaced; Kelvin Grove has one bear proof bin and another bin will be |

| | | | |
|-----------|------------|-----------------------------|--|
| | | | installed once it arrives; Lions Bay Beach Park is under progress |
| 18-Apr-21 | R6 R. Darr | pothole in front of school | PWM Jaffer noted that it will be paved on May 7, 2021 |
| various | various | Responses to previous items | For Information |

Councillor Abbott: need to spend more time considering resident issues on parking;

CAO DeJong noted that there were nine stalls gained for residents only on the west side.

14. New Business

None

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

A. David Shore

D. Shore commented in support of providing more details regarding the Account Payable listing.

16. Continuation of Closed Council Meeting (if applicable)

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

- Correspondence

Council reconvened the Closed meeting at 9:39 p.m.

17. Reporting Out from Closed Portion of Meeting

Mayor McLaughlin reported out on:

- Details for the Citizen of the Year and Distinction will be worked out by the Councillors assigned to coordinating each award
- Council requested additional RFPs for the EV Charger
- Infrastructure Committee structure was discussed

18. Adjournment

Moved/Seconded

THAT the meeting be adjourned.

CARRIED

The meeting was adjourned at 10:19 p.m.

Mayor

Corporate Officer

| | |
|---------------------------|--|
| Date Approved by Council: | |
|---------------------------|--|

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**SPECIAL MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON WEDNESDAY, MAY 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

Public:

1. Call to Order

Mayor McLaughlin called the meeting to order at [] PM.

2. Adoption of Agenda

Moved/Seconded

THAT the agenda be adopted, as presented.

3. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

A. Land Sale

Moved/Seconded

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

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

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

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

4. Reporting Out from Closed Portion of Meeting

5. Adjournment

Moved/Seconded

THAT the meeting be adjourned.

CARRIED

The meeting was adjourned at 9:47 p.m.

Mayor

Corporate Officer

| | |
|---------------------------|--|
| Date Approved by Council: | |
|---------------------------|--|

SAID
MAR 29 2021

RECEIVED
MAR 29 2021
CASH P 75



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Schedule "A"

Tree Cutting Application Form

All fields must be completed

Karen Monteith

| | |
|---------------------------|---------------------|
| Applicant's Full Name: | MORGAN GATTO |
| Address: | 265 BAYVIEW RD. |
| Phone: | [REDACTED] |
| Arborist/Contractor Name: | PACIFIC WEST |
| Phone: | 604 980-8334 |
| Email: | info@pacificwest.ca |

| | | |
|--|--|---|
| Office Use Only | Tree Application Number: | #109 |
| Received by: | Date: | Mar 29 2021 |
| Amount Paid: | Cash or Cheque: | CASH 772018 |
| Application Complete? (Y/N) | If no, reason: | NO Need comments from 263+275 Bayview - Cut or term trees PHOTO TAG NESTING BIRDS CERTIFICATE |
| Date referred to Public Works: | Date returned by Public Works: | April 14/21 (See attached comments) Apr 15/21 |
| Date Application to Tree Ctte: | Meeting Date: | April 28/21 |
| Agenda forwarded to Tree Ctte: | Minutes received from Tree Ctte: | |
| Council Agenda Date: | Council Decision: | |
| Parties Notified: | Received Damage Deposit: | |
| Date of Letter Notifying Applicant of Decision: | Name of Arborist/Contractor: | |
| (March 1-July 31: Arborist Certification Required) | Proof of WorkSafe Certificate: | |
| | Proof of Insurance (\$5 mil/VoLB Add'l Insured): | |
| Permit Issued: | Post-work check by Public Works: | |
| Damage Deposit Returned: | If not, reason: | |

To CAO
Apr 15/21
Ret Apr 28/21

which term trees
TRAFFIC MGMT PLAN



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Species/Description of Tree(s):

MAPLE, BIRCH, ALDER AT 270 BAYVIEW RD.
CEDAR AT 260 BAYVIEW RD. (18 TREES IN TOTAL)

Location of Tree(s):

ON ROAD ALLOWANCE AT 260 AND 270 BAYVIEW RD.

**Trees must be clearly marked with marking tape in time for the Trees, Views and Landscapes Committee's site visit.*

Reason for Removal:

- Too close to property (foundation, garage, fence, etc.)
- Dead, dying or diseased
- Unattractive
- Blocking sunlight
- Attracting wildlife

- Interfering with infrastructure (roads, sidewalks, etc.)
- Leaves causing problems
- Blocking site access
- Affecting house value
- Hazardous (WIRES)
- Interfering with view

Please provide additional comments which may be useful:

Replanting Plan, if any (please include anticipated timeframe for completion):







Public Works Tree Cutting Referral Comments

| | |
|--|---|
| Tree Cutting Application Number: | 109 |
| Name of Applicant: | Morgan Gatto |
| Address of Applicant: | 265 Bayview Road |
| Location of Trees(s); | |
| Clearly on Municipal Land: (Y/N) (If no, survey required at applicant's cost) | |
| Location in Relation to Municipal Infrastructure (Present & Future): | no |
| Location in Relation to Others' Infrastructure (Telus/Hydro Lines, etc): | no |
| Slope Stability Considerations: | no |
| Replanting Required (Y/N and recommendations, if any): | no |
| Traffic Management : (Y/N) | YES |
| Other Considerations / Comments: | NIA JAFFEE ADVISED - as long as they have 'active' traffic control - someone watching vehicles and pedestrians - he is ok with that |
| Attachments (Y/N and Description): | |

GARTH BEGLEY APRIL 15 2021



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

TREES, VIEWS & LANDSCAPES COMMITTEE MEETING

OF THE VILLAGE OF LIONS BAY

HELD ON FRIDAY, APRIL 30, 2021 at 2:00 PM

ON SITE: 265 BAYVIEW ROAD

MINUTES

In Attendance: Simon Waterson (Chair), Ron McLaughlin, Jim Cannell & Jay Barber and guests: Morgan Gatto and Nigel Thornton

1. Call to Order

The Chair called the meeting to order at 14:02

2. Appointment of Recorder

Simon was appointed as the recorder.

3. Approval of the Agenda

Moved/Seconded

THAT the agenda be approved, as circulated.

4. Public Questions & Comments

none

5. Approval of Minutes

Moved/Seconded

THAT the Trees, Views and Landscapes Committee approves the March 30, 2021 Trees, Views and Landscapes Committee minutes, as distributed.

6. Business Arising from the Minutes

None

7. Unfinished Business

None

8. New Business

A. Tree Cutting Application #109 – 265 Bayview Road

Moved/Seconded

THAT the Trees, Views and Landscapes Committee recommends to Council THAT Council approves the Tree Cutting Permit Application No. 109, subject to the following:

- a. Topping and trimming is to be in accordance with the photos and requested work in the application materials; The group of trees to the north of the driveway to be removed. The next group of trees to the left of the driveway entrance (south) are to be topped to the existing topped

height, and the large group further south and marked “remove” are to be removed

- b. The applicant must clean up and remove all associated debris;
- c. The tree cutting permit shall be valid for a period of three years subject only to confirmation prior to any cutting, or repeated cutting, within that period of:
 - i. Compliance with the bylaw restrictions regarding bird nesting season,
 - ii. A traffic control plan approved by Public Works, and damage deposit, arborist/contractor’s WorkSafe BC certificate and insurance in compliance with Municipal requirements and any other requirements of the bylaw.

9. Public Questions & Comments

Discussion around topping and removing the trees

10. Adjournment

Moved/Seconded

THAT the Trees, Views and Landscapes Committee meeting be adjourned.

Time Adjourned: 14:30

Date approved by Committee:

From: [REDACTED]
To: [Ron McLaughlin](#)
Cc: [Agenda](#); [Peter DeJong](#); [Simon Waterson](#)
Subject: Re: Fw: Counsel Meeting Today: Tree Application 109
Date: Monday, May 10, 2021 9:21:26 AM

Hello,

Thank you so much for following up on my email.

As the pictures that were submitted were not clear as to the location of all of the trees, and the description did not say which trees were being cut down and which topped or trimmed, we submitted our letter of concern. However, since we emailed, my husband and I have noticed that all/most of the trees to be trimmed or cut have now been marked and also labelled as top/cut. Now that we realize that most of the trees are on the road edge, small, not on the freeway side, and not all will be fully cut down, we no longer have concerns.

If there are any big trees being fully cut down on the lower portion of the property next door to us, we would like to know the location, as we may then be exposed to the freeway. However, if there is just some trimming happening down there or a couple of small trees or none are being removed then we no longer have concerns.

Thank you again for following up.

Kind regards,

Dave and Jen Hetherington

On Sat, May 8, 2021 at 11:49 AM Ron McLaughlin <mayor.mclaughlin@lionsbay.ca> wrote:

Hi Karla. When the application comes back to Council next meeting, I think this correspondence should be re-presented. The Hetherington's 2 issues are not bird nesting related, which is why the subject was tabled. Should they have been contacted and feedback sought (potential negative view for them as a result of a cut approval) at the outset? I do not know where their home is relative to the trees we are speaking about.

Hello Dave and Jennifer. I saw that you were in the gallery at our last Council meeting. It would assist the discussion next meeting if you took some photos of where you are in relation to the trees at issue, and a picture of what you see now, and marked up with what the view might look like based on the Tree Committee recommendation. As to erosion, Public Works Department did not consider there were any issues, nor did the Tree Committee. Please give me a call [REDACTED] if you would like to chat further on your email

or my request. There is no reason to be shy at the next Council meeting and speak on the subject for 2 minutes in the Public Participation opportunity if you would like to.

Hi Simon - please give me a call at home over the weekend when you have a moment.

Regards,

Ron McLaughlin

Mayor

The Village of Lions Bay

PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada
Tel: (604) 921-9333 | Cell: (604) 353-7138 | www.lionsbay.ca

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From: Lions Bay Office <office@lionsbay.ca>
Sent: Tuesday, May 4, 2021 6:02 PM
To: Council <council@lionsbay.ca>
Cc: Peter DeJong <cao@lionsbay.ca>
Subject: FW: Counsel Meeting Today: Tree Application 109

Just got this.

Thanks
Karla

From: Jennifer Hetherington [REDACTED]
Sent: Tuesday, May 4, 2021 6:00 PM
To: Lions Bay Office <office@lionsbay.ca>

Subject: Counsel Meeting Today: Tree Application 109

Hello,

We noticed that the owners at #265 Bayview Road have submitted an application to cut down/trim? 18 trees. As far as we can see, the photos submitted only show the location of 7 of these trees. We are at 280 Bayview Road and are concerned as we were not told about the extent of this planned work. At one point, these neighbors knocked on our door and said they would be trimming a couple of trees, but were not specific about the extent of the tree work. Our concern is that 18 trees may significantly affect our view and noise level, for example where we now look onto the forest, we may be looking onto the freeway. Another concern would be how would the removal of these trees affect the soil in and around our property. This could potentially cause some severe erosion, considering the area is very steep.

We would like to be advised about which trees will be cut before the work is done, and we are wondering why we were not consulted as this will definitely impact us.

Thank you,

Dave and Jennifer Hetherington

From: [Neville Abbott](#)
To: [Lions Bay Office](#)
Cc: [Peter DeJong](#); [Council](#)
Subject: FW: Nesting season
Date: Monday, May 3, 2021 8:09:43 PM
Attachments: [B457BFAAC40946898903042BC0052ECF.png](#)

Hi Karla, is it possible to put this "on table" I would like to reference it discussion about the significant tree permit application that is on the agenda.

I would also like others to have a chance to read it in advance.

Thanks.

Neville Abbott
Councillor
The Village of Lions Bay
Cell: (604) 363-2667

From: bree stoddart [REDACTED]
Sent: May 3, 2021 6:40 PM
To: Neville Abbott <councillor.abbott@lionsbay.ca>
Subject: RE: Nesting season

Hi Neville,

Yes, definitely OK to share. I just re-read what I sent earlier and there are two sentences with typos. I have corrected the errors in red so if you scroll down to the bottom and move up you will see the amendments.

Enjoy your evening. Thanks also for your speedy reply and assistance with this matter.

Kind regards,
Bree

From: [Neville Abbott](#)
Sent: Monday, May 3, 2021 6:20 PM
To: [REDACTED]
Subject: Re: Nesting season

Thanks Bree, I should also have asked if I can share this with the rest of Council which will result in it going on the public agenda package?

Neville

From: bree stoddart <[REDACTED]>
Sent: Monday, May 3, 2021 4:50:22 PM
To: Neville Abbott <councillor.abbott@lionsbay.ca>
Subject: Nesting season

Dear Councillor Abbott,

Over the years I have written several times about the need to manage tree/shrub cutting and pruning. My message continues to fall on deaf ears. I am hoping that you can put this forward again to Lions Bay Council, Lions Bay Public Works and Lions Bay residents.

Birds are an essential part of the balance of nature and they are recognized as one of the most important indicators of the health of our environment. Their contribution is enormous and the list of how they benefit the planet is very long. A few points come to mind immediately yet these are only the start:

- Pollinate plants
- Control pests
- Spread seeds
- Protect the landscape: the forests store carbon, stabilize climate, oxygenate the air and change contaminants into nutrients. Birds are key to the existence of this ecosystem.

Yet there is a big problem, an ongoing one, which must be addressed. It was been brought forward numerous times over many years yet nothing has been done.

The issue is with tree cutting, pruning and windowing without any consideration **as to** when this work is being done. It should never happen in nesting season.

Tiny Anna's Hummingbirds, which inhabit Lions Bay year-round, often start nesting in January. The Hummingbird eggs incubate for about 14 days before hatching and the young spend about 3 weeks in the nest before they start to wander and explore. At the age of 3 weeks they are usually still dependent on their mother for food. Sometimes, the mother Anna's will start to construct a second nest while she still has youngsters in the first one. These birds are miniscule and their nests are tiny. It is nearly impossible to see them. These little birds are killed if pruning or cutting takes place during the nesting period which starts mid January approximately. Sometimes the branches containing the birds and wee nests are tossed into the chippers which means the little souls are chopped to death.

Rufous Hummingbirds migrate all the way from Mexico. They arrive here usually towards the end of March and they start building their nests (2 inches across) just days after their arrival. Incubation is 15-17 days and nesting is 15-19 days. They are really tiny: adults are about 3 inches (7-9cms) long. Their nests are virtually invisible.

We have Chickadees, Sparrows, Bushtits, Finches, Jays, Robins, Woodpeckers and many more . Owls nest late winter to early spring. All of these birds (and others not mentioned), need

protection.

A few years ago, some cedars on Islevue Place were pruned in the spring. I walked past the job and on the ground underneath the tree were about 8—9 baby birds. They were very young, too young to fly and completely naked because their feathers had not yet come. All were dead. The birds were Northern Flickers.

If you walk along many of our streets at dawn or dusk, you will hear baby bird antics and squabbling in many of the trees. Every year, we have a few families of Stellar Jays in the trees on our property.

Depending on the species, the nesting season starts in January and carries on usually until July or August. Hundreds of birds are brutally killed during this period. Clearing of land should be done outside of this period. Hydro crews should not be cutting tree and housing starts or renos involving tree removal/pruning **should commence outside of nesting season.**

I am not opposed to tree maintenance (pruning or windowing) and cutting is sometimes essential. The timing of these activities must be controlled so as to allow the birds to nest safely.

Our Public Works crews must respect the nesting season. The Lions Bay update needs to send out reminders in EVERY weekly update to tell residents to avoid tree/shrub cutting and pruning during this spell. Permits for tree maintenance should only be approved when the nesting season is over.

Please put this forward. We need to act immediately to save the songbirds and other feathered inhabitants.

Thank you very much,
Bree Stoddart

From: [REDACTED]
To: [Ron McLaughlin](#); [Council](#); [Peter DeJong](#)
Subject: URGENT - RELATING TO COUNCIL MEETING TONIGHT 4TH MAY, 2021.
Date: Tuesday, May 4, 2021 10:29:05 AM
Attachments: [Tree app.pdf](#)
Importance: High

Mayor, Council and Village Staff.

Please see the attached .PDF concerning Tree Application #109.

Thank you.

Charlie Bradbury

4th May, 2021

To Mayor and Councillors

Regarding Tree Cutting Application #109

I apologise for not being available for a delegation in person, this is due to afterschool activities and the evening needs of two young children.

Due to the timing of this application falling within the *Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007's* no cut period of March 1st and July 31st established to protect nesting birds, and based on the recently endorsed *Declaration of Climate Emergency for the Village of Lions Bay*, approving this application to remove 18 trees would directly oppose both the bylaw and the overall spirit of the declaration and should therefore be denied until the nesting period has lapsed.

It may be suggested that the foliage is checked for nests prior to work commencement but this is simply an absurd notion. It would be impracticable to expect an Arborist to thoroughly examine 18 trees including all their outer limbs for hummingbird nests that are a mere 2 inches across, especially when there appears to be little accountability should it become apparent nests were present and subsequently destroyed.

Lions Bay, having just committed to the *Declaration of Climate Emergency* we are beholden to its objective to:

"Seek out every possible way in which our village can... ..live in greater harmony with the natural beauty that surrounds us.

*We, Village Council and the Climate Action Committee of Lions Bay, hope that you will join us in celebrating as we take this important step towards **greener practices** that will ensure that generations to come continue to enjoy our beautiful corner of paradise!"*

The key principal of this declaration is to protect nature in all its forms in order to protect ourselves. If the Village Staff and Council are truly committed to this Declaration of Climate Emergency and the Village Bylaws they need to be resolute in their responsibility to uphold them both and temporarily deny this application as an approval of this, or others for the same period in years to come, would discredit the Declaration and Council.

Sincerest regards,

Charlie Bradbury

From: [Lions Bay Office](#)
To: [Lions Bay Office](#)
Subject: FW: Celebrate World Migratory Bird Day this weekend!
Date: Tuesday, May 4, 2021 1:38:38 PM

From: Penny Nelson <[REDACTED]>
Sent: Tuesday, May 4, 2021 12:37 PM
To: Neville Abbott <councillor.abbott@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>; Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Subject: Fwd: Celebrate World Migratory Bird Day this weekend!

Hi Council,

"...in the last 50 years, we have lost nearly 3 billion birds in North America, with many of the losses being due to human-related causes."

World Migratory Bird Day is this weekend. The email from Nature Canada is below. For your convenience, I've included an excerpt from the Canadian Bird Day website below (www.birdday.ca).

As you consider the tree permit application on tonight's agenda, please do the right thing and insist that the work be done in September. Not now. This is your opportunity to make a meaningful decision to protect nestlings who are completely at the mercy of anyone with a chainsaw: please say no to tree work during the nesting season.

We pride ourselves on respecting nature and the environment and have put this value on record as being the #1 core theme in our OCP (which is a bylaw).

We're already Bear Smart... let's be Bird Friendly as well.

We are asking decision-makers to:

- Safeguard bird habitat by protecting 25 percent of land and ocean in Canada by 2025 as a step towards more ambitious conservation goals;
- Partner with local environmental groups to identify key areas of interest that merit receiving status as National Wildlife Areas or Migratory Bird Sanctuaries in order to help Canada meet its protected area targets;
- Work with municipalities and provincial governments to create certified Bird Friendly Cities and reduce bird mortality and restore habitat in urban centres;
- Healthy bird populations are a critical part of the ecosystems we all depend on. In Canada, birds help control insect populations, keep our forests healthy, disperse seeds, fertilize plants and pollinate flowers, and prey on rodents that damage crops and spread disease. Birds also provide a boost to the local and national economy through bird-watching, bird-feeding and ecotourism industries, as well as to the physical, emotional and mental health of humans. Yet, the diverse habitats birds rely on have been heavily degraded due to human activity.

Thanks for listening.
Penny

----- Forwarded message -----

From: **Nature Canada** <info@naturecanada.ca>

Date: Tue, May 4, 2021 at 11:03 AM

Subject: Celebrate World Migratory Bird Day this weekend!

To: [REDACTED]

Having trouble viewing this email? [Click here to view in browser.](#)

Image



Dear Penny,

Join us this Saturday for World Migratory Bird Day!

Each year, Nature Canada ramps up to celebrate Bird Day on May 8. This year's theme; **Sing, Fly, Soar — Like a Bird**, is the perfect way to reflect on birds' long migratory journey and the efforts that go into making sure these beautiful creatures can do so safely.

With the help of our partner organizations, we've gathered a variety of activities that can be done both virtually and at safe distances within your bubble. Join us in uncovering, cultivating, and celebrating your inner birder!

[Discover Bird Day](#)

Birds are undoubtedly a crucial part of ecosystems that we rely on. Yet, in the last 50 years, we have lost nearly 3 billion birds in North America, with many of the losses being due to human-related causes.

There is still hope for our birds. With a little teamwork and planning, we can help restore bird populations and habitats by building bird-friendly communities.

[Add your name](#) to become a Migratory Bird Defender and stay updated about how you can get involved! There is no time to wait to speak up for our dwindling bird population.

Yours for nature,

Nature Canada

Help us protect wildlife in Canada.

Help us protect wildlife in Canada. Add your name to our Migratory Bird Defender list and stay updated about how you can get involved! There is no time to wait to speak up for our dwindling bird population.

[Learn More](#)



Nature Canada

Suite 300, 240 Bank St.,
Ottawa, ON K2P 1X4

You have received this message because you signed up for electronic updates from Nature Canada. If you do not wish to receive further updates, please [unsubscribe here](#) or [update your preferences](#).

Lions Bay Arts – Art in the Park Program at Wade Park

Request to waive fees

Lions Bay Arts Council has put in a request to Council to waive the off-site table and chair rental fees for the Art in the Park program this summer. The program will run on Friday's and Saturdays through July and August (18 days).

Items requested:

10 chairs at \$1 each (minimum of 10) = \$10 per day

4 tables at \$10 each = \$40 per day

Total tables and chairs = \$50 per day

18 days at \$50 per day = \$900

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

| | | | |
|-------------------|--|---------------------|---------------------|
| Type | Information Report | | |
| Title | Accounts Payable Cheque Listing – Follow Up | | |
| Author | Pamela Rooke | Reviewed By: | Peter DeJong |
| Date | May 20, 2021 | Version | |
| Issued for | May 25, 2021 Regular Council Meeting | | |

RECOMMENDATION

THAT the report “Accounts Payable Cheque Listing – Follow Up” be received for information purposes.

ATTACHMENTS

- VOLB Actuarial Valuation at December 31, 2019
- E-Comm 9-11 January 1, 2021 Invoice

KEY INFORMATION

At the May 4, 2021 Council meeting, staff presented the 1st Quarter Accounts Payable Cheque Listing. This report provides additional information which addresses questions that arose from the May 4 meeting.

Actuarial Review:

In 2019, the Village engaged George & Bell Consulting for a three-year contract to provide an actuarial review of sick time. Per common practise, the first year, a detailed in-depth actuarial report is completed and in the following two years, the report is updated. The total fee for the three years is invoiced evenly over the three-year contract period. The 2019 report is attached.

Laptops:

The Village purchases laptops from our IT service provider, Sea to Sky Network Solutions. Sea to Sky has specific requirements regarding memory capacity and ability to handle necessary security features for the hardware to work with our network. The most recent laptops



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

purchased were Dell Latitude 5510 for \$1,649.99 – the price includes Windows, Intel Graphics and a 3 Year ProSupport Warranty.

E-Comm 911:

The Village is billed quarterly for their share of E-Comm services (1st quarter invoice attached).

Radio Infrastructure Levy:

\$1,792 Share of Capital Costs (Dispatch Building, Radio Infrastructure, Consoles)

\$4,219 Share of Annual Maintenance Costs

User Equipment Levy:

\$4,546 Repayment of Radios Purchased (\$122,019 repaid over 7.5 years @3%)

\$665 User equipment operating costs

Total Quarterly Invoice - \$11,222

Telecommunication Agreements:

The majority of the Village's telecommunications services are provided by Telus – we receive discounts due to this volume. The office internet is serviced through Shaw – recommended by our service provider Sea to Sky as the better, faster service.

FOLLOW UP ACTION

Staff will be available to respond to any questions at the May 25, 2021 Council meeting.

The Municipality of the Village of Lions Bay Actuarial Valuation as at December 31, 2019 of Post-Employment Benefits

February 24, 2020



M2-601 West Broadway
Vancouver BC V5Z 4C2

Vancouver Office:
T: (604) 871-4151
Toll-free: (888) 800-1450

Whitehorse Office:
T: (867) 332-6763
Toll-free: (888) 816-1670

georgeandbell.com



February 24, 2020

Attention: Pamela Rooke, CPA, CMA, Chief Financial Officer

The Municipality of the Village of Lions Bay ("the Municipality") Post-Employment Benefits Actuarial Valuation as at December 31, 2019

To the Municipality:

At your request, we have performed an actuarial valuation of the Municipality's post-employment benefits as at December 31, 2019 and are pleased to submit our report.

The purpose of the actuarial valuation was to determine the accrued benefit obligations and the benefit expense to be reflected in the Municipality's financial statements. This is the first actuarial valuation of these benefits.

The valuation includes a portion of the value of the future benefits that may ultimately be paid to current active employees. The valuation does not reflect the possibility that the Municipality might cease to provide post-employment benefits.

Based on the data and assumptions described in this report, the following are the results of the calculation. Additional details are given in Appendix 2.

| | Accrued benefit obligation as at December 31, 2019 | Current service cost (2020) | Expected benefit payments (2020) |
|---|---|--------------------------------|-------------------------------------|
| | \$ | \$ | \$ |
| The Municipality of the Village of Lions Bay | 9,200 | 1,200 | 100 |

Actuarial Certification

In our opinion,

1. the data on which the valuation is based are sufficient and reliable for the purpose of the valuation;
2. the assumptions used are, in aggregate, appropriate for the purpose of the valuation; and
3. the calculations have been made in accordance with our understanding of the requirements of Public Sector Accounting Board Sections 3250 and 3255 ("PS 3250 and 3255").

The Municipality has selected the actuarial assumptions used in this valuation. This report has been prepared, and our opinions given, in accordance with accepted actuarial practice in Canada.

The next actuarial valuation should be performed with a valuation date no later than December 31, 2022. We would be pleased to discuss with you any questions you may have regarding the valuation.

Respectfully submitted,



Michael Greschner
Fellow of the Canadian Institute of Actuaries
George & Bell Consulting Inc.



Kristina Leanne Percy
Fellow of the Canadian Institute of Actuaries
George & Bell Consulting Inc.

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1. Purpose of the Calculations

The Municipality of the Village of Lions Bay (“the Municipality”) provides post-employment benefits to employees that leave the organization under certain circumstances and/or that have met specific eligibility requirements. The purpose of the actuarial valuation is to determine the following:

- the liabilities (accrued benefit obligations) as at December 31, 2019,
- the actual expense for the year ending December 31, 2019, and
- the estimated expense for the year ending December 31, 2020.

These above figures will form part of the Municipality’s financial statements, in accordance with Public Sector Accounting Board Sections 3250 and 3255 (“PS 3250 and 3255”).

This is the first actuarial valuation of the Municipality’s post-employment benefits.

2. Method of Calculation

In performing the actuarial valuation, we were provided data and assumptions by the Municipality. The data is summarized in Appendix 4, and the actuarial assumptions for the valuation are described in Appendix 6. Details of the benefits being valued are summarized in Appendix 5. We determined the present value of future benefits benefit-by-benefit, employee-by-employee, depending on each employee's current or expected future entitlement under the benefit program.

It is our understanding of the accounting standards that the value of benefits "accrue" during the employees' period of employment. Accordingly, the valuation includes the calculation of the accrued benefit obligation and the current service cost of the post-employment benefits that may ultimately be paid to current active employees.

The total accrued benefit obligation is equal to the sum of the accrued benefit obligations of each employee. Under the accounting standards, benefits are deemed to be accrued from an employee's date of hire to:

- for benefits that are earned in full upon reaching certain eligibility criteria, the date at which the employee first becomes eligible to receive benefits;
- for benefits that increase with service and/or salary, the date of decrement; and
- for event-driven benefits, the date at which the causative event occurs.

Accordingly, the value of future benefits is fully accrued for event-driven liabilities. The accrued benefit obligation for employees who have not reached the eligibility or decrement date is the portion of the value of future benefits attributed to an employee's period of employment up to the valuation date; the current service cost is the portion of the value of future benefits attributed to the employee's expected period of employment in the year following the valuation date.

The Municipality's post-employment benefits are unfunded arrangements.

3. Subsequent Events

Subsequent events are events that transpire after the valuation date but before February 24, 2020, which is the date that the report on the valuation was completed. Subsequent events also include events that, as of February 24, 2020 are fully committed to occur in the future. The Municipality has confirmed that there are no subsequent events that would materially affect the valuation results.

A1. Financial Reporting

A1.1 Financial statement disclosure

The following exhibits show the derivations of the amounts to be recorded in the financial statements.

| FISCAL YEAR ENDING | December 31, 2018 Disclosure \$ | December 31, 2019 Disclosure \$ | December 31, 2020 Estimate \$ |
|--|---------------------------------------|---------------------------------------|-------------------------------------|
| 1. Reconciliation of accrued benefit obligation | | | |
| Accrued benefit obligation at beginning of year | 6,600 | 7,900 | 9,200 |
| Current service cost | 1,200 | 1,200 | 1,200 |
| Interest cost | 200 | 200 | 300 |
| Benefits paid | (100) | (100) | (100) |
| Plan amendment | - | - | - |
| Actuarial (gain)/loss on event-driven liabilities | - | - | - |
| Actuarial (gain)/loss | - | - | - |
| Accrued benefit obligation at end of year | 7,900 | 9,200 | 10,600 |
| 2. Reconciliation of funded status | | | |
| Surplus/(deficit) at end of year | (7,900) | (9,200) | (10,600) |
| Unamortized net actuarial (gain)/loss | - | - | - |
| Accrued benefit asset/(liability) | (7,900) | (9,200) | (10,600) |
| 3. Reconciliation of balance sheet position | | | |
| Accrued benefit asset/(liability) at beginning of year | (6,600) | (7,900) | (9,200) |
| Benefit expense | (1,400) | (1,400) | (1,500) |
| Benefit payments | 100 | 100 | 100 |
| Accrued benefit asset/(liability) at end of year | (7,900) | (9,200) | (10,600) |
| 4. Benefit expense (income) | | | |
| Current service cost | 1,200 | 1,200 | 1,200 |
| Interest cost | 200 | 200 | 300 |
| Immediate recognition of actuarial (gain)/loss on event-driven liabilities | - | - | - |
| Amortization of net actuarial (gain)/loss | - | - | - |
| Total expense (income) | 1,400 | 1,400 | 1,500 |

A1.2 Amortization of actuarial (gains)/losses

For non-event-driven liabilities, the accounting standard prescribes that gains or losses are amortized over the employees' average remaining service lifetime (11 years in 2020). The resulting accrued benefit liability recorded on the balance sheet will not reflect the full liability, but an amortization amount will be included in the annual expense.

A2. Results of the Calculations

Based on the data, methods and assumptions described in this report, the following are the results of the calculations:

A2.1 Accrued benefit obligations as at December 31, 2019

| Non-Vested Sick Bank | |
|-----------------------------|--------------|
| \$ | |
| Exempt | 2,800 |
| Union | 6,400 |
| Total | 9,200 |

A2.2 Current service cost for fiscal 2020

| Non-Vested Sick Bank | |
|-----------------------------|--------------|
| \$ | |
| Exempt | 600 |
| Union | 600 |
| Total | 1,200 |

A2.3 Expected benefit payments for fiscal 2020

| Non-Vested Sick Bank | |
|-----------------------------|------------|
| \$ | |
| Exempt | - |
| Union | 100 |
| Total | 100 |

A2.4 Sensitivity

| | Valuation Results | Discount Rate +1% | Discount Rate -1% |
|--------------------------------------|-------------------|-------------------|-------------------|
| | \$ | \$ | \$ |
| Accrued benefit obligation | 9,200 | 8,500 | 10,000 |
| Current service cost for fiscal 2020 | 1,200 | 1,100 | 1,400 |
| Interest cost for fiscal 2020 | 300 | 300 | 200 |

A3. Gain/Loss Analysis

This is the first actuarial valuation of the Municipality's post-employment benefits program. The Municipality has elected to recognize the full adjustment resulting from the valuation as at January 1, 2018; as such, there is no gain or loss arising during the current or prior fiscal years.

As at December 31, 2017, the Municipality had recorded a liability of \$76,050; therefore, an adjustment of (\$69,450) should be recognized at January 1, 2018.

A4. Data

Data for current employees as at December 31, 2019 was provided to us by the Municipality. We have reviewed the data for reasonableness and internal consistency and the results of our tests were satisfactory.

The following tables summarize the membership as at December 31, 2019:

| December 31, 2019 | Exempt | Union | Total |
|----------------------------|---------------|--------------|--------------|
| Number | 3 | 7 | 10 |
| Average age | 57.1 | 42.3 | 46.7 |
| Average years of service | 4.2 | 9.2 | 7.7 |
| Average hourly rate of pay | \$52.34 | \$34.11 | \$39.58 |
| Average sick bank (hours) | 401 | 257 | 300 |

A5. Summary of Plan Provisions

| Non-Vested Sick Leave | Exempt | Union |
|--------------------------------|--|--|
| Payable upon | No financial redemption; however, the Municipality may experience increased utilization of banks in the years preceding retirement | No financial redemption; however, the Municipality may experience increased utilization of banks in the years preceding retirement |
| Eligibility requirements | n/a | n/a |
| Annual sick time earned (days) | 12 (18 for CAO) | 12 |
| Maximum bank (days) | n/a | 80 |

A6. Actuarial Methods and Assumptions

The accrued benefit obligation is equal to the present value of future benefits that may be payable to the employees upon retirement, termination, or death and attributable to service up to the valuation date. This value depends on economic and demographic conditions assumed about the future. This section describes the assumptions used in the valuation.

In estimating the value of the benefits, we have projected the costs of each employee to their future years of decrement, and discounted those amounts to the valuation date.

The assumptions we have used in the actuarial valuation were provided by the Municipality, and they are in accordance with accepted actuarial practice in Canada. Many of the demographic assumptions are based on the most recent valuation of the BC Municipal Pension Plan as at December 31, 2018. As the purpose of the valuation is for reporting the value of benefits to be included in the Municipality's financial statements, we have used best estimate assumptions, without provision for adverse deviation. Deviations in the future of actual experience from the expected experience will lead to experience gains and losses that will be determined at subsequent valuations.

A6.1 Economic and demographic assumptions

| Period Ending | December 31, 2019 |
|----------------------------|---|
| Discount rate | 2.6% per year |
| Base wage inflation | 2.5% per year |
| Salary merit scale | Table 1 |
| Mortality table | CPM2014Public with Improvement Scale MI-2017 |
| Termination | Table 2 |
| Retirement | Tables 3 and 4 |
| Accumulation of sick leave | Exempt: 2 days used per year Union: 5 days used per year |
| Utilization of sick leave | Exempt: 5% Union: 15% |

Table 1 – Salary Scale

| Sample age | Non-Uniform | | Uniform | |
|------------|-------------|--------|---------|--------|
| | Male | Female | Male | Female |
| 25 | 1.9% | 2.2% | 2.6% | 3.4% |
| 35 | 1.4% | 1.1% | 1.1% | 0.8% |
| 45 | 0.5% | 0.7% | 0.9% | 0.2% |
| 55 | 0.2% | 0.3% | 0.8% | 0.1% |
| 60 | 0.0% | 0.1% | 0.0% | 0.0% |
| 65 | 0.0% | 0.0% | n/a | n/a |

Table 2 – Termination Rates

We have assumed no withdrawals will occur after an employee becomes retirement-eligible (age 50 for uniform employees, age 55 for all others).

| Sample age | Non-Uniform | | Uniform |
|------------------------------|-------------|--------|---------|
| | Male | Female | Unisex |
| First year of service | | | |
| 20 | 15.5% | 12.2% | 2.6% |
| 30 | 10.3% | 10.3% | 1.9% |
| 40 | 7.4% | 5.9% | 0.9% |
| 50 | 6.7% | 5.9% | 0.0% |
| Second year of service | | | |
| 20 | 14.3% | 12.2% | 2.2% |
| 30 | 10.6% | 10.6% | 1.4% |
| 40 | 6.9% | 5.4% | 0.7% |
| 50 | 5.6% | 5.4% | 0.0% |
| Third year of service | | | |
| 20 | 11.9% | 10.8% | 1.9% |
| 30 | 9.0% | 7.8% | 1.1% |
| 40 | 5.6% | 4.8% | 0.6% |
| 50 | 4.1% | 3.7% | 0.0% |
| After three years of service | | | |
| 23 | 9.0% | 11.5% | 1.4% |
| 33 | 5.1% | 4.9% | 0.8% |
| 43 | 2.7% | 2.9% | 0.5% |
| 53 | 1.7% | 1.8% | 0.0% |

Table 3 – Retirement Rates (Non-Uniform)

| Age | Non-Uniform | |
|--|-------------|--------|
| | Male | Female |
| At least 10 years of service but not 80 points | | |
| 55-59 | 5.0% | 8.0% |
| 80 points | | |
| 55-59 | 10.0% | 13.0% |
| 90 points | | |
| 55-59 | 58.0% | 50.0% |
| With at least 10 years of service | | |
| 60 | 43.0% | 45.0% |
| 61 | 23.0% | 23.0% |
| 62 | 23.0% | 23.0% |
| 63 | 22.0% | 23.0% |
| 64 | 28.0% | 30.0% |
| 65 | 100.0% | 100.0% |

Table 4 – Retirement Rates (Uniform)

| Age | Uniform Unisex |
|--|-------------------|
| At least 10 years of service but not 75 points | |
| 50-54 | 4.0% |
| 75 points | |
| 50-54 | 6.0% |
| 80 points | |
| 50-54 | 24.0% |
| With at least 10 years of service | |
| 55 | 24.0% |
| 56 | 23.0% |
| 57 | 28.0% |
| 58 | 31.0% |
| 59 | 55.0% |
| 60 | 100.0% |



**Lions Bay Fire
E-Comm Radio Levy Estimates
2021 Budget
January 1, 2021**

Roll In: October 30, 2013

| Metrics | |
|--------------------------|---------|
| Distribution Statistics | |
| # Radios | 34 |
| Coverage Area | 287 |
| Coverage Area (Adjusted) | 287 |
| Population | 1,334 |
| Traffic (Erlangs) | 0.03060 |
| # Dispatches | 50 |

Total Costs - Information

| | | Annual Share |
|--|----------------------------|----------------|
| | | Total |
| Radio and User Equipment | | |
| <u>Capital Costs (Net of Tax Rebates)</u> | | |
| Radio Infrastructure | <i>Amort'n Period</i> | |
| Civil Works | 20.5 years | 2,313 |
| Microwave Network | 15.5 years | 43 |
| Microwave Network | 10.0 years | 741 |
| Radio Components | 12.5 years | 3,946 |
| Radio Components | 4.0 years | 0 |
| Radio Infrastructure | | 7,043 |
| Consoles | 10.5 years | 0 |
| Consoles | 5.0 years | 1 |
| Consoles | 7.0 years | 10 |
| Consoles | 10.0 years | 7 |
| Consoles | | 18 |
| Dispatch Building | 20.5 years | 47 |
| Dispatch Building | 3.0 years | 0 |
| Dispatch Building | 5.0 years | 46 |
| Dispatch Building | 10.0 years | 6 |
| Dispatch Building | 15.0 years | 1 |
| Dispatch Building | | 100 |
| Total Capital Costs | | 7,161 |
| <u>Annual Maintenance Costs</u> | | |
| | E-Comm Annual Total | |
| Radio Operating & Mtce Costs | 12,154,629 | 15,778 |
| SWAP Termination Costs (prior) | 193,395 | 251 |
| Reserve for Capital (prepaid) | 650,002 | 844 |
| Total Operating & Maintenance | 12,998,026 | 16,873 |
| Total Radio Infrastructure Levy | | 24,034 |
| <u>Agency User Equipment</u> | | |
| User Equipment - Cumulative Capital (note e) | | 137,115 |
| User Equipment - Less Prepaid Assets (no levy) | (if applicable) | 15,096 |
| User Equipment - Less Retired Assets (no levy) | (if applicable) | 0 |
| User Equipment - Capital Costs To be Levied | | 122,019 |
| User Equipment | <i>Amort'n Period</i> | |
| User Equipment | 7.5 years | 18,185 |
| User Equipment | 3.5 years | 0 |
| User Equipment - Operating Costs | | 2,660 |
| Total User Equipment Levy | | 20,845 |
| <u>Other (Presented for information purposes only)</u> | | |
| *Include in User Equipment annual levy | | |
| Reserve for Capital (prepaid) | 7.5 years | 0 |

Annual Agency Levy

| Q1 | Q2 | Q3 | Q4 | Total |
|--------------|--------------|--------------|--------------|--------------|
| Jan 1-Mar 31 | Apr 1-Jun 30 | Jul 1-Sep 30 | Oct 1-Dec 31 | Current Year |
| 3.00 | 3.00 | 3.00 | 3.00 | 12.00 |
| 578 | 578 | 578 | 579 | 2,313 |
| 11 | 11 | 11 | 10 | 43 |
| 185 | 185 | 185 | 186 | 741 |
| 987 | 987 | 987 | 985 | 3,946 |
| 0 | 0 | 0 | 0 | 0 |
| 1,761 | 1,761 | 1,761 | 1,760 | 7,043 |
| 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 1 | 1 |
| 3 | 3 | 3 | 1 | 10 |
| 2 | 2 | 2 | 1 | 7 |
| 5 | 5 | 5 | 3 | 18 |
| 12 | 12 | 12 | 11 | 47 |
| 0 | 0 | 0 | 0 | 0 |
| 12 | 12 | 12 | 10 | 46 |
| 2 | 2 | 2 | 0 | 6 |
| 0 | 0 | 0 | 1 | 1 |
| 26 | 26 | 26 | 22 | 100 |
| 1,792 | 1,792 | 1,792 | 1,785 | 7,161 |
| 3,945 | 3,945 | 3,945 | 3,943 | 15,778 |
| 63 | 63 | 63 | 62 | 251 |
| 211 | 211 | 211 | 211 | 844 |
| 4,219 | 4,219 | 4,219 | 4,216 | 16,873 |
| 6,011 | 6,011 | 6,011 | 6,001 | 24,034 |
| 4,546 | 4,546 | 4,546 | 4,547 | 18,185 |
| 0 | 0 | 0 | 0 | 0 |
| 665 | 665 | 665 | 665 | 2,660 |
| 5,211 | 5,211 | 5,211 | 5,212 | 20,845 |
| 0 | 0 | 0 | 0 | 0 |

| Summary: | Total Radio Infrastructure Levy | 24,034 |
|----------|---------------------------------|---------------|
| | Total User Equipment Levy | 20,845 |
| | Total Levy (Annual) | 44,879 |

| | | | | |
|--------|--------|--------|--------|--------|
| 6,011 | 6,011 | 6,011 | 6,001 | 24,034 |
| 5,211 | 5,211 | 5,211 | 5,212 | 20,845 |
| 11,222 | 11,222 | 11,222 | 11,213 | 44,879 |

Notes:

- a) Shared annual levy includes financing @ 2.65% calculated semi-annually as per E-Comm's financing with MFA (refinanced March 24, 2018).
User equipment capital financing rate varies from 3.00% for NGRP (2017 purchases) to 4.65% for legacy purchases.
Interest is calculated semi-annually as per E-Comm's financing with MFA.
- b) Per Members' Agreement, levies are payable quarterly in advance.
- c) Interest will be charged on late payments.
- d) Levies are based on the 2021 Approved Budget
- e) User equipment levies collected for agencies may include equipment that has been fully amortized through the levy, as the expectation is this equipment will be replaced. Impacted agencies will be contacted on an ongoing basis to determine if these funds are to be spent, "held" by E-Comm or rebated to the agency.
User equipment cumulative capital is net of equipment fully amortized but includes estimated evergreening \$\$.
Actual evergreen \$'s could be higher or lower depending on the agency's decisions around equipment and configuration.



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| | | | |
|-------------------|---|---------------------|--|
| Type | Information Report | | |
| Title | Village of Lions Bay GHG Targets, Policies and Actions | | |
| Author | Peter DeJong | Reviewed By: | |
| Date | May 21, 2021 | Version | |
| Issued for | May 25, 2021 | | |

Recommendation:

THAT the Information Report, “Village of Lions Bay GHG Targets, Policies and Actions” be received.

Attachments:

- (1) Official Community Plan, section 9
- (2) Solid Waste Data 2008-2020

Key Information:

At the April 13, 2021 Council meeting, Council passed a declaration recognizing that climate change constitutes an emergency for the Village of Lions Bay. At the request of the Climate Action Committee, the following resolution was also passed:

THAT Staff be directed to report back at the May 25, 2021 regular Council meeting regarding:

- a. actions referred to in Section 9 of the OCP as amended that the Village is presently taking to reduce GHG emissions (corporate and community) and performance metrics regarding emission targets;
- b. actions the Village is presently taking to adapt to climate change.

In 2010, the Village of Lions Bay Official Community Plan (OCP) was amended to include section 9 entitled “Greenhouse Gas Emission Reduction Strategy: Targets, Policies and Actions” (see attached). This report provides a synopsis of the progress, or the lack thereof, in respect of these targets, policies and actions and comments on some adaptation actions.

9.1 Targets

The targets referenced the Community Energy and Emission Inventory (CEEI) produced by the Province in 2007 which reported that 92% of GHG emission in Lions Bay were due to transportation related activities and only 8% related to buildings. The accuracy of those



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figures were questioned and there was a hesitancy to rely upon them as a baseline. There was a preference to focus on conversion of homes using fossil fuels in order to have the largest impact on the environment and benefit home owners financially over time. Nonetheless, while recognizing that new baseline data was needed, emission reduction targets were set for 2020 in the areas of:

- Transportation - 3% re. increased transit use and ride shares, and
 - 30% re. use of smaller (and presumably more efficient) vehicles over time
- Buildings - 11% re. conversion of oil heat to renewable energy heating and greater Energy efficiency,
 - 3-4% through conservation measures
- Solid Waste - 50% reduction
- Overall Community – 20%

There was no distinction made in the targets between corporate (i.e. municipal buildings and operations) vs. community goals and the targets themselves are fairly nebulous. From 2011 through 2015, other than annual solid waste reporting, there appears to have been no collection of baseline data or attempts to quantify emissions, something that is difficult for a small community to accomplish in any event, but particularly difficult in a period of constant staff and management turnover. Available records will be compiled and accessible on the municipal website going forward.

9.2 Policies

A number of policy ideas were laid out under the following headings:

Transportation

a. Increase transit options north and south of Lions Bay

The regional transit initiative spearheaded by the communities up the Sea to Sky Corridor was gaining steam under the previous provincial government, but has been stymied under the current government. Planners at both TransLink and BC Transit know that we are very interested in being a part of any regional service that passes through the Village.

Prior to the pandemic, progress was being made on increased service for Lions Bay in terms of both evening and weekend schedules and commitments were in hand from



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TransLink. Efforts were also progressing to address the connection gaps, particularly at Horseshoe Bay. It is hoped that transit service will rebound strongly once the populace is fully vaccinated, and these service initiatives will be revisited. We do not have baseline ridership data from TransLink but will track going forward.

b. Car pooling/ride sharing/ride hailing

These kinds of services have largely dried up during the pandemic but did not have much traction pre-Covid in any event. Promotion of transit use is planned through the LB Avenue Connector Project construction of a bus shelter at the Park & Ride location and improvement of service options. However, Lions Bay did join with a number of other municipalities in enacting Inter-Municipal Business Licensing (IMBL) for Ride Hailing (eg: Uber, Lyft, etc.) and the staff report and draft bylaws can be accessed from the online agenda materials for the March 3, 2020 Council meeting. License fees favour zero emission vehicles.

c. Support Low Emission Vehicles

Efforts have been ongoing for the past year to obtain grant funding for a DC Fast Charger for Lions Bay. The project is challenging and both staff and Council are grappling with how best to overcome these challenges.

d. Transit education and assistance

Surveys have been conducted in the past couple of years and this has helped to both promote knowledge of the service and get important feedback to push for increased and better transit services. Transit recovery from the onset of the pandemic has been slow.

e. Safe and protected transit shelters

There is a shelter at Kelvin Grove southbound and a new shelter was installed a couple of years ago on Crosscreek in front of the municipal complex. The bus stop at the Brunswick underpass is sheltered and the LB Avenue Connector Project will result in a new shelter at the Park & Ride location.

f. Enhance trail network to encourage pedestrian mobility

The Lions Bay Avenue Connector Project will improve the trail connection between Kelvin Grove and the Village Core, including getting pedestrians and bikes off the



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southbound on-ramp at LB Avenue. It will also provide safe and protected connections from the top of the hill down Lions Bay Avenue to the beach park.

g. Maintain and upgrade safe bicycle lanes

The Bayview Avenue widening project is currently underway with the goal of enabling parked resident vehicles on the east side of the street to have 4 wheels off the pavement with no parking on the dedicated walking/biking lane. Parking plan changes will see similar preservation of the dedicated walking/biking lane on the west side of Bayview, between the school and Stewart Road. See also *f.* above.

Land Use / Building

h. Provide for secondary suites through zoning amendments

This objective has been accomplished and the Municipality has a streamlined process and a secondary suite registry with education and advice readily available.

i. Explore options for new housing opportunities

Zoning and Development Bylaw No.520, 2017 provides for additional cottages up to 115 square metres on properties over 1000 square metres.

j. Continue to support home based businesses

It is unclear how such businesses have been supported to date. There is no business licensing bylaw or licensing requirements so there is no data to understand how many home-based businesses there are in Lions Bay, what fields of endeavour they are engaged in, where they are located or how they can best be supported.

k. New or expanded community centre

The community hall renovation was completed in 2015.

l. Accommodate new commercial activities in the central core

The store and café have expanded and consolidated that space and other businesses have come and gone, with the latest addition being the new hair salon.

m. Provide incentives to builders for alternative energy sources such as solar and geothermal



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This has been noted for consideration in a new building bylaw.

n. Support micro hydro as an alternative power source for the Village

This idea was explored several years ago and determined not to be feasible.

o. Provide incentives to builders for more energy efficient homes

This has been noted for consideration in a new building bylaw.

p. Require newly rezoned dwelling units to meet LEED or Built Green standards

This has been noted for consideration in a new building bylaw.

Solid Waste

q. Support Metro Vancouver's Zero Waste Objectives

Key initiatives include diversion of organics and enhanced recycling. Lions Bay is presently pursuing membership in Recycle BC to further enhance these goals. As well, an agreement was entered into in 2018 enabling residents to use the North Shore Recycling facility.

r. Provide incentives and alternatives to residents to reduce quantities of waste

There are three streams of waste: garbage, organics and recycling. Organics consist of food waste and yard waste. Attempts to disincentivize yard waste were not successful.

9.3 Actions

The following actions were to be considered as a means of implementing the policies:

a. Review Zoning and Building bylaws to identify GHG reduction barriers and explore incentives to remove oil furnaces

The zoning bylaw was re-done and the building bylaw is TBD.

b. Develop educational programs and a toolkit re. climate change to promote energy efficiency and removal of oil heating.

No evidence that this has been attempted. However, the agreement with Metro Vancouver delaying the implementation of the full provisions of their wood-burning



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bylaw until 2032 requires that there be an ongoing educational component to the gradual transition to clean burning appliances to preserve Lions Bay's air quality.

- c. Use Climate Change Action Task Force to spearhead climate change initiatives and recommendations to Council.*

Substitute Climate Action Committee.

- d. Identify potential community garden sites and raise awareness about local food networks*

Community gardens were just rebuilt upon completion of the new Waste Water Treatment Plant at the entrance to Kelvin Grove Beach Park.

- e. Adopt and enforce an Anti-Idling bylaw*

This was adopted in April 2010 and provides for an offense or bylaw contravention if a person idles for more than 1 minute, subject to certain exceptions. Bylaw Officers have been reminded about enforcement of the bylaw.

- f. Investigate incentives for energy audits and retrofits*

No research has apparently been done.

- g. Provide trail corridors and connections to enhance pedestrian mobility.*

See Policies *f* and *g*.

- h. Provide info on interconnecting trails*

Trail Map was created and can be viewed online or in paper form at Village Office.

- i. Develop safe, accessible pathway from Brunswick to Central Lions Bay to Kelvin Grove*

The Centennial Trail and Kelvin Grove Trail were built in connection with the Sea to Sky Improvement Project.

- j. Request Province to update the CEEI and provide Village with tools and resources to monitor and measure the GHG reduction levels.*

No evidence that this was done.



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- k. *Collaborate with TransLink to remove barriers and make for a more desirable experience.*

Construction of bus shelters and coordination of transfers at Horseshoe Bay are two actions that have been taken.

- l. *Review bylaw enforcement and penalties as a means of waste reduction*

Ticketing for waste infractions has been rare.

- m. *Consider changes in waste management contract to examine a more efficient approach with respect to transporting waste out of the Village*

It is unclear what types of changes were conceived or anticipated.

- n. *Review feasibility of hydro electric energy production to determine if economically viable*

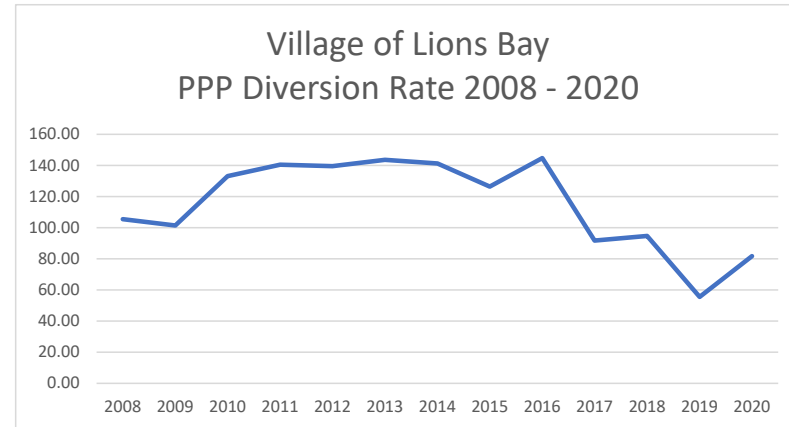
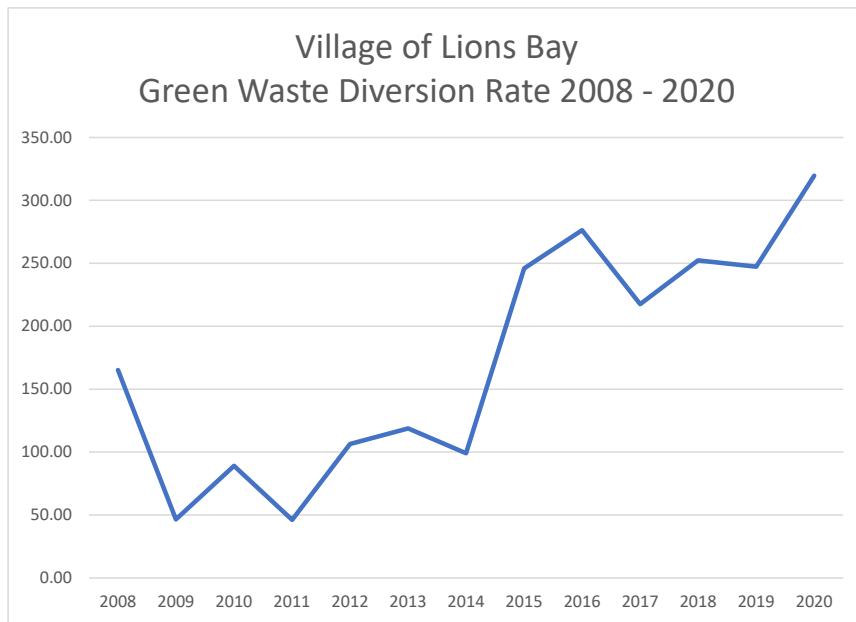
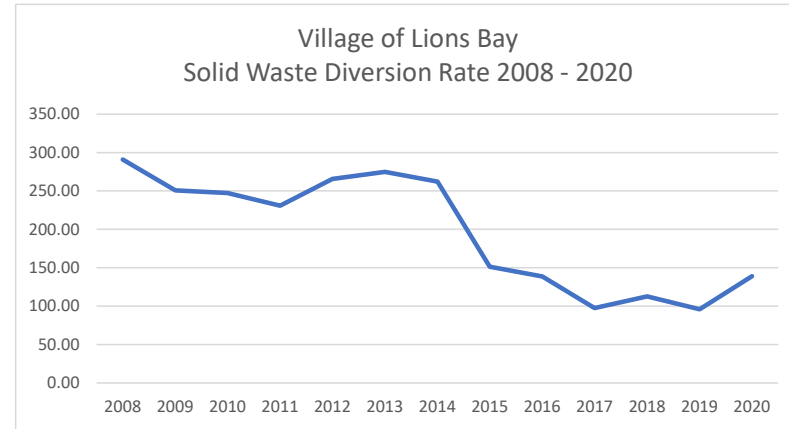
Micro hydro project deemed not feasible.

With respect to actions the Municipality is taking to adapt to climate change, there are several items to note:

- In 2018, draft Development Permit Area guidelines were compiled in respect of threats due to natural hazards but were never adopted. This included guidelines in respect of sea level rise and guidelines in respect of wildfire hazards. It should also be noted that the slope hazards identified will become more prevalent because of climate change. The need to resolve how the Municipality will address these issues going forward is a pending action within the Village of Lions Bay strategic plan. In the interim:
- Flood Hazard Assessments being required for development of waterfront properties
- Flood Mitigation Strategies being developed and implemented in West and North Vancouver municipalities to be reviewed.
- 2021 Community Wildfire Protection Plan pending.
- 2021 Firesmart grant funding for protective measures around critical infrastructure and for educational materials.

Follow Up Action and Communication Plan: To be determined.

| YEAR | Mixed Paper | Mixed Containers | Total Recyclables | Yard and Food (2015) | Garbage |
|------|-------------|------------------|-------------------|----------------------|---------|
| 2008 | 72.95 | 32.61 | 105.56 | 165.26 | 290.89 |
| 2009 | 63.48 | 37.97 | 101.45 | 46.63 | 250.78 |
| 2010 | 79.92 | 53.18 | 133.10 | 89.08 | 247.42 |
| 2011 | 81.00 | 59.42 | 140.41 | 46.20 | 230.84 |
| 2012 | 79.29 | 60.23 | 139.52 | 106.44 | 265.52 |
| 2013 | 72.33 | 71.32 | 143.65 | 118.82 | 274.69 |
| 2014 | 71.26 | 69.95 | 141.21 | 99.19 | 262.23 |
| 2015 | 60.66 | 65.71 | 126.37 | 245.90 | 151.28 |
| 2016 | 72.29 | 72.44 | 144.73 | 276.34 | 138.60 |
| 2017 | 44.98 | 46.82 | 91.80 | 217.56 | 97.66 |
| 2018 | 37.72 | 56.93 | 94.65 | 252.40 | 112.63 |
| 2019 | 25.87 | 29.68 | 55.55 | 247.34 | 95.92 |
| 2020 | 41.72 | 40.08 | 81.80 | 319.63 | 138.88 |





THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

| | | | |
|-------------------|---|---------------------|---------------------|
| Type | Information Report | | |
| Title | Speed and Traffic Data on Bayview Road at the Community School | | |
| Author | Naizam Jaffer | Reviewed By: | Peter DeJong |
| Date | April 29, 2021 | Version | |
| Issued for | May 4, 2021 Council Meeting | | |

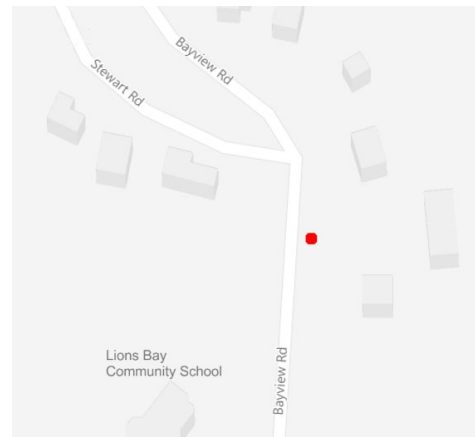
Recommendation:

THAT the Information Report, “Speed and Traffic Data on Bayview Road at the Community School” be received.

Attachments: none

Key Information:

On April 26, 2021, Public Works installed the radar sign reader on Bayview Road, just south of Stewart Road, to capture traffic data for vehicles just leaving the school zone (northbound) and just entering the school zone (southbound), as indicated by the red dot on the image to the right. The radar sign reader was removed on May 17, 2021 and over this 22-day period, recorded a total of 18,443 vehicles travelling past its location in both directions. This location was outside the construction zone for the new pressure reducing valve station directly



opposite the school building. The average speed of vehicles in both directions past the speed reader was 27 km/hr and the maximum speed for both directions was 56 km/hr. The following table summarizes the data and differentiates between northbound and southbound traffic:

| Direction | Both Directions | Southbound | Northbound |
|------------------------------------|-----------------|------------|------------|
| Number of vehicles | 18,443 | 8,813 | 9,630 |
| Average speed (km/h) | 27 | 26 | 28 |
| 85 th percentile (km/h) | 34 | 34 | 34 |
| Maximum speed (km/h) | 56 | 50 | 56 |



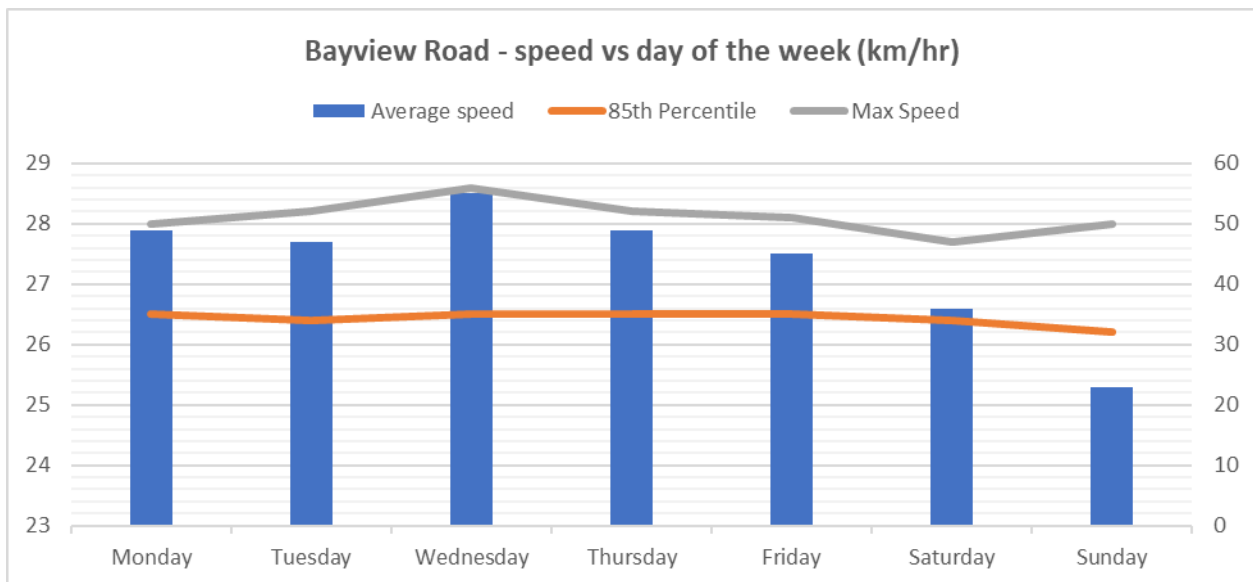
THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Traffic engineering practices rely on the 85th percentile as a guide to set the safe speed of roads as determined by traffic counts and crash data. The 85th percentile is the speed at or below which 85 percent of all vehicles are travelling under free-flowing conditions at a monitoring point. Research indicates that drivers do not drive according to the posted speed limit, but account for the visual aspects of the road and a ‘feel’ for the road. Visual factors that influence speeds include:

- Lane and shoulder configurations and widths
- Presence of vertical and horizontal curves
- Sight distance and obstructions
- Presence of surrounding developments to the roadway

In this case, the 85th percentile is 34 km/h. This is slightly higher than the school zone limit of 30 km/hr but well within the Municipal-wide speed limit of 40 km/hr. Traffic research further indicates that setting speed limits below the 85th percentile is ineffective and typically results in non-compliance that can only be modified by regular enforcement. Traffic engineers often consider speed an issue if the 85th percentile of traffic is travelling as speeds greater than the posted speed limit by 10 km/h or more.

The following chart is a comparison of the speeds tabulated by the day of the week:

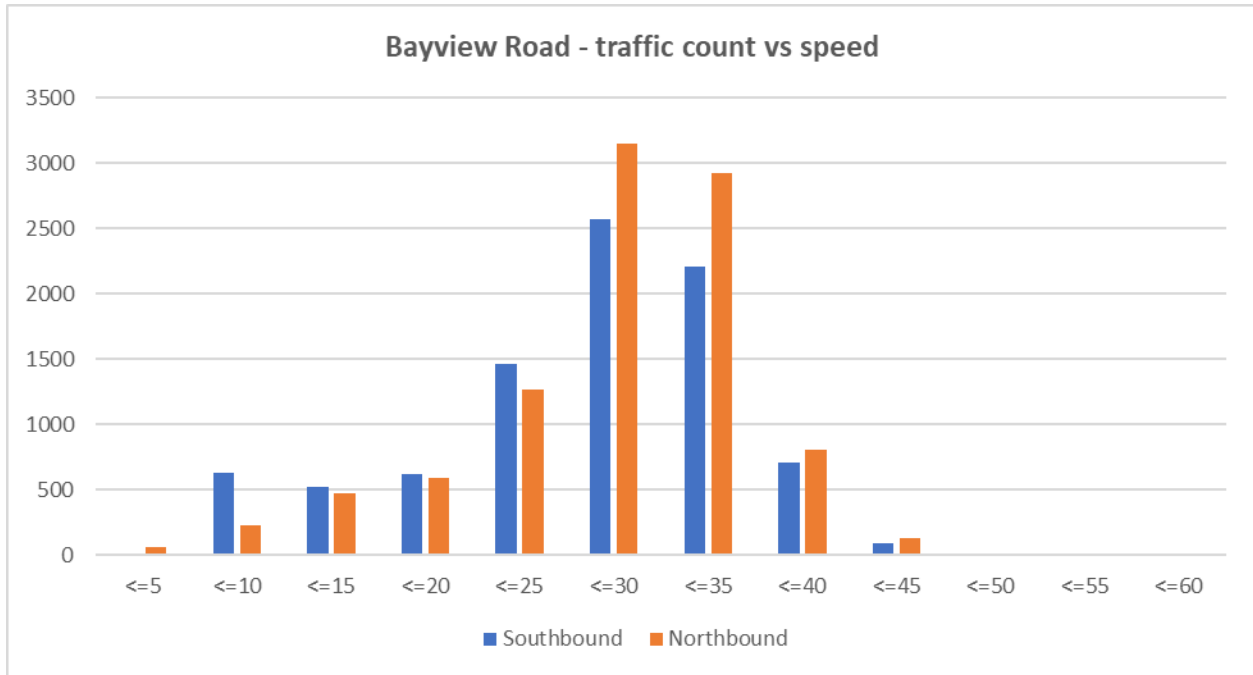


The bar graph is graduated using the left axis and the line graphs use the right axis. Both are in km/hr.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

The next chart is telling in that it shows vehicle traffic volumes in both directions at and below the given speeds.

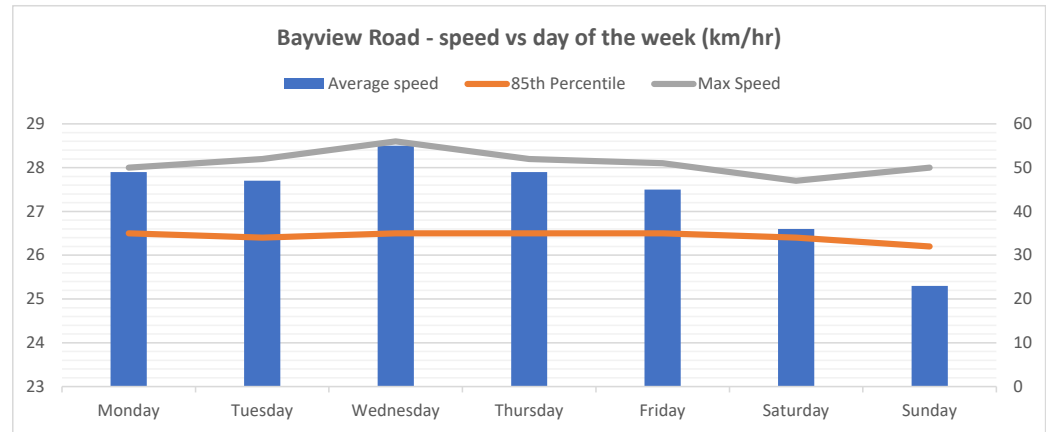


The data tabulated from this graph indicates that 99% of traffic was travelling at and below 40 km/hr; 90% of traffic was travelling at and below 35 km/hr; and 66% of traffic was travelling at or below 30 km/hr. Based upon the data collected, traffic speed at this location appear to be within norms and do not appear to be a cause for concern.

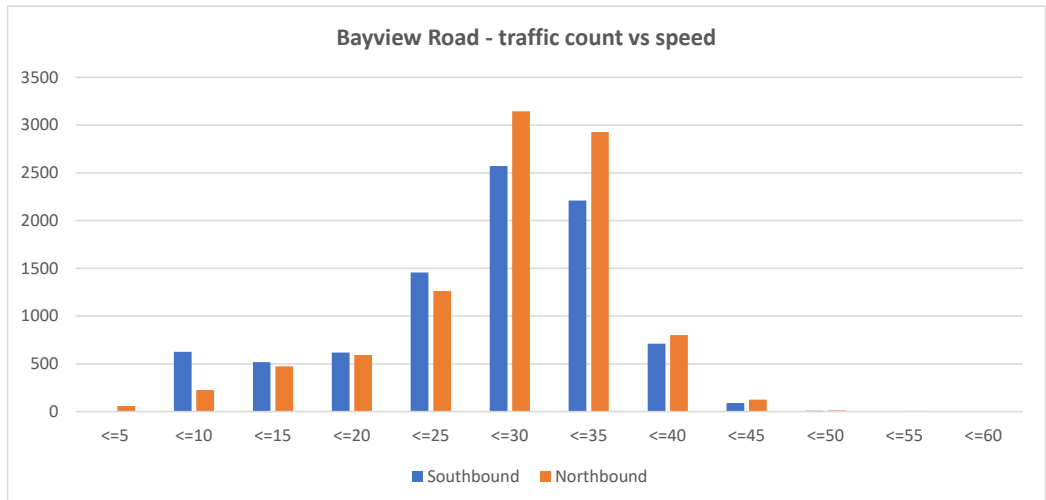
Public Works has relocated the speed reader to Mountain Drive near the tennis courts. Data will be gathered over a three week period and another report on those findings will be presented to Council in due course.

Follow Up Action and Communication: Per Council direction.

| Weekday | Average sp | 85 th Percen | Max Speed | Records |
|-----------|------------|-------------------------|-----------|---------|
| Monday | 27.9 | 35 | 50 | 2,228 |
| Tuesday | 27.7 | 34 | 52 | 2,572 |
| Wednesday | 28.5 | 35 | 56 | 2,183 |
| Thursday | 27.9 | 35 | 52 | 2,426 |
| Friday | 27.5 | 35 | 51 | 2,725 |
| Saturday | 26.6 | 34 | 47 | 3,023 |
| Sunday | 25.3 | 32 | 50 | 3,286 |



| Speed | Southbound | Northbound | Total |
|-------|------------|------------|-------|
| <=5 | 0 | 58 | |
| <=10 | 627 | 226 | |
| <=15 | 518 | 473 | |
| <=20 | 617 | 593 | |
| <=25 | 1458 | 1264 | |
| <=30 | 2571 | 3145 | |
| <=35 | 2211 | 2927 | |
| <=40 | 711 | 801 | |
| <=45 | 90 | 125 | |
| <=50 | 10 | 11 | |
| <=55 | 0 | 6 | |
| <=60 | 0 | 1 | |
| | 8813 | 9630 | 18443 |



| Direction | Both | Southbound | Northbound |
|----------------|-------|------------|------------|
| Number of ve | 18443 | 8813 | 9630 |
| Average speer | 27 | 26 | 28 |
| 85th percentil | 34 | 34 | 34 |
| Maximum spe | 56 | 50 | 56 |



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

| | | | |
|-------------------|---|---------------------|---------------------|
| Type | Request for Decision | | |
| Title | 245 Kelvin Grove Way Encroachment Agreement & S.219 Covenant | | |
| Author | Nai Jaffer | Reviewed By: | Peter DeJong |
| Date | May 19, 2021 | Version | |
| Issued for | May 25, 2021 Council Meeting | | |

Recommendation:

- (1) THAT the Municipality enter into an Encroachment Agreement and Section 219 Covenant with the Owner(s) of 245 Kelvin Grove Way in substantially the same form as the draft Agreement and Covenant attached to this report;
- (2) THAT the said Section 219 Covenant be registered against the property at 245 Kelvin Grove Way in the Land Title Office; and
- (3) THAT the CAO or CFO and Mayor be authorized to execute both the Encroachment Agreement and the Section 219 Covenant.

Attachments:

- (1) 245 Kelvin Grove Way Landscape Design
- (2) Draft Encroachment Agreement for 245 Kelvin Grove Way, and
- (3) Draft Section 219 Covenant for 245 Kelvin Grove Way

Key Information:

The owners of 245 Kelvin Grove Way would like to renovate the existing embankment at the front of their property. The existing embankment slopes back from the boulevard to the property’s front yard and is unsightly to the owners. Moreover, the embankment is infested with weeds and blackberries (see photo to the right). The plan is to replant the existing sloped earthen bank whilst





THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

retaining the existing retaining walls. There is a smaller retaining wall surrounding the fire hydrant and a new set of concrete stairs that will enable easier pedestrian access to the home. The existing asphalt stairs are uneven and a severe hazard, particularly during the fall and winter – the new design replaces these existing steps with a more robust concrete staircase. The resultant design will provide an aesthetically pleasing look and will improve the character of the property while ensuring safe and easy access for the residents.

245 Kelvin Grove way is one of the properties on our list of residences where we cannot locate the Municipal water shut-off or sewer inspection chamber – both of these have been buried over by previous owners and their landscaping. Public Works is working with the owner's contractor to locate these two services and ensure they are visible moving forward.

Another key issue pertaining to this encroachment application is the underground drainage system fronting the applicant's home (see the detailed landscape plan attached). Public Works believes the system begins somewhere in the vicinity of 295 Kelvin Grove Way and traverses past 195 Kelvin Grove Way. The system consists of 500 mm diameter corrugated metal pipe with periodic access points along its length. Staff assume the system was installed at the same time the subdivision was created and that the system collects stormwater (downspouts and perimeter drainage) from the homes along this run as well as diverted stormwater from behind each of these lots. Each driveway access crosses over this drainage system. The question of replacement becomes an issue at this point seeing that the area is being renovated and once completed, will cost more to replace the line in the future via open trench excavations. Unfortunately, Public Works does not have a budget for such works that come up from time to time as individual residents restore or reconfigure their front yards and the boulevard.

The question of who pays for and how to restore the line once this and other encroachments like it continue to occur is a concern for Public Works; however, we cannot see holding up this application until we decide what to do or until we budget funds for the replacement of the line. We believe the homeowner should be responsible for the drainage line under the driveway but the line under the landscaped boulevard frontage to be a Municipal responsibility. Without any clear understanding of the condition, it is difficult to decide on the replacement at this time. In the future, trenchless methods could be used to replace the line but this would be at a premium cost to the Municipality.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Options:

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

Preferred Option: Approve the application.

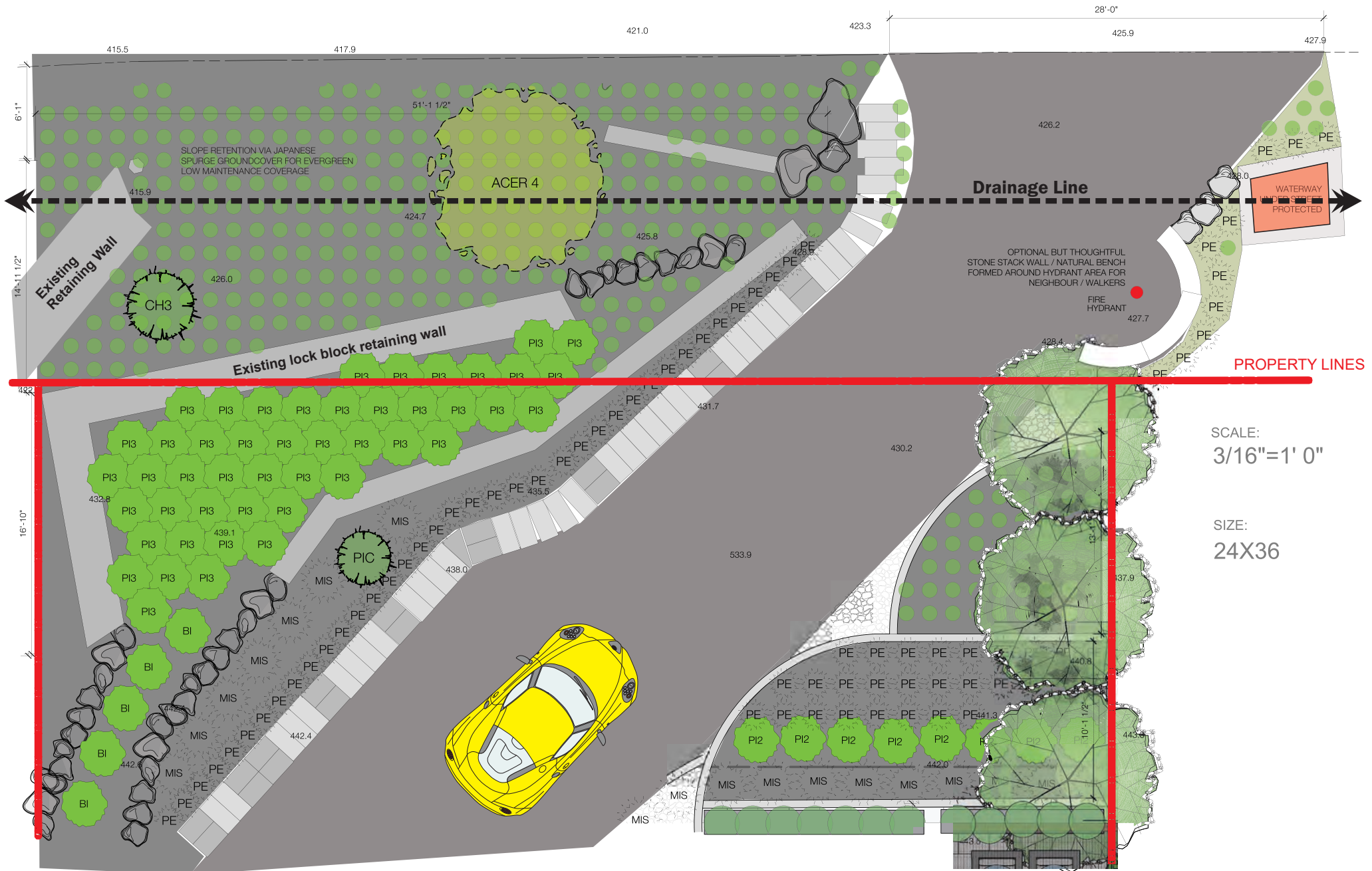
Financial Considerations: None

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

Follow Up Action: Per Council direction.

Communication Plan: N/A

245 Kelvin Grove Way - Encroachments onto Municipal Property



**HIGHWAY ENCROACHMENT AGREEMENT
(LICENCE TO OCCUPY)**

THIS AGREEMENT dated for reference the 20th day of May 2021.

BETWEEN:

MEGHANN AND JEAN TROLLIP, residing at 245 Kelvin Grove Way, Lions Bay BC, V0N 2E0
(hereinafter called the "**Licensee**")

AND:

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

GIVEN THAT:

- A. The Municipality holds ownership and possession of highways lying and being in the Village of Lions Bay in the Province of British Columbia as per s. 35(1) of the *Community Charter*. The highway subject to this agreement is known as Kelvin Grove Way as shown on the engineered drawings attached as Schedule "A"

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

Lot 67 Block B District Lot 1575 Plan 18530
PID: 004-218-841

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

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

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

(a) within the Licence Area a series of concrete steps and low retaining walls intended to support the Licensee’s driveway and other structures on the Licensee’s Property in accordance with the design drawings; and

(b) the portion of driveway that lies outside the Licensee’s Property on the Road;

(the “**Works**”)

for only the Licensee and its permitted assigns and their servants, agents and invitees and for the Municipality and its successors and assigns and their servants, agents and invitees. provided that:

2. **Term and Renewal** – This Licence shall commence on the **20th Day of May, 2021** (the “**Commencement Date**”), and shall terminate upon the occurrence of any of the circumstances detailed in section 3, unless otherwise agreed in writing by the Municipality.

3. **Termination**

(a) This License does not create any interest in property and is exclusively for the benefit of the Licensee and the Municipality. The License will automatically terminate upon any of the following occurrences:

(i) the Licensee disposing of the Licensee’s Property by sale, agreement for sale or lease, unless it has been assigned in accordance with section 12 of this agreement, failing which the assignee may be required to remove the licensed encroachments set out in this agreement;

(ii) the Works being removed with the permission of the Municipality;

(iii) the Licensee breaches a term of this agreement or the s. 219 Covenant Agreement, dated May 20, 2021 and registered on title to the Licensee’s Property in favour of the Municipality (the “**Covenant Agreement**”);

(iv) at any time upon the Licensee providing written notice to the Municipality of intention to terminate, in which case the obligations specified in section 8 of this Agreement shall commence;

(v) at any time upon the Municipality providing at least 6 months written notice of termination to the Licensee; or

- (vi) where the Council of the Municipality considers that, in its sole discretion, the interest of the public in the Licence Area makes it necessary or advisable, or in the case of an emergency, the Council may shorten the time limits in this section.
 - (b) The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:
 - (i) if the Licensee defaults in the observance or performance of any of the terms and conditions contained in this Licence and the Licensee fails to cure such default(s) within 30 days after written notice from the Municipality then the Municipality will be entitled to terminate the Licence without limiting the Municipality's other remedies at law or at equity; and
 - (ii) if the default under subsection (i) reasonably requires more time to rectify or cure than 30 days, the Licensee will be deemed to have complied with the rectification or curing of it if the Licensee commences rectifying or curing the default within 30 days after notice from the Municipality and diligently completes same as soon thereafter as is reasonably practical.
 - (c) All of the Licensee's obligations under this License that are outstanding on the date that this License is terminated will survive the termination of this Agreement. For certainty, the Licensee's obligations to release and indemnify the Municipality shall survive the termination of this Agreement, but only in respect of events occurring before termination of this Agreement.
4. **Powers** – For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:
- (a) use the Licence Area;
 - (b) have unobstructed access to and from the Licence Area at any and all times;
 - (c) clear the Licence Area and keep it clear of anything which might in the opinion of the Licensee, acting reasonably, constitute an obstruction to the use of the Licence Area by the Licensee; and
 - (d) do all other things on the Licence Area as may be reasonably necessary, desirable and incidental to the use of the Licence Area.
5. **Municipality May Access and May Undertake Work** – The Municipality shall have free access to all parts of the License Area. The Municipality is not required to give any notice to repair or dig up the Road or the Licence Area for any purpose, particularly where such

work is considered urgent, but will use reasonable efforts to inform the Licensee as soon as practicable.

6. **Maintenance and Improvements** – The Licensee shall have the sole responsibility for, and cost of, maintaining, repairing or replacing the retaining walls and will provide notice to the Municipality of any work intended to maintain, repair or replace the retaining walls. This Agreement shall be subject to Driveway Crossings Bylaw No. 521, 2017 and without limiting the generality of the foregoing, specifically subject to section 7.8 thereof.

The Licensee will not, without the prior written consent of the Municipality, replace the retaining walls, nor construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any other buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind other than the retaining walls identified in Schedule “A” on any part of the License Area.

7. **Use** – The Municipality will at all times have a priority right to use and occupy any portion or all of the License Area, without notice, in order to access other portions of the Road, or the Licensee’s Property, or to carry out any public service or responsibility that requires use of or access to the Licence Area.

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

8. **Site Clean-up** – Upon termination of this License, the Licensee will leave the License Area in a tidy condition, and the Licensee, if required by the Municipality in its sole discretion, shall remove all structures and personal property belonging to the Licensee within 60 days after termination of this Agreement. Any structures or personal property not removed by the Licensee as aforesaid shall become the absolute property of the Municipality free of all encumbrances, without payment of any compensation to the Licensee or may, at the Municipality’s option, be removed and the expense thereof shall constitute a debt due and owing to the Municipality by the Licensee.

9. **No Waste or Nuisance** – The Licensee will not commit or allow any wilful or voluntary waste or destruction of the Licence Area, or do anything that may become a nuisance or annoyance to other occupiers of the Road or adjoining lands. The Licensee will not stockpile or burn any materials on the Licence Area.

10. **Compliance with Laws** – The Licensee will at all times during the currency of this Licence use the Licence Area in compliance with all statutes, laws, regulations and orders of any

authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

11. **Assignment** – The Licensee may only assign its interest under this License with the prior written consent of the Municipality, such consent not to be unreasonably withheld or delayed. Except as expressly set out herein, the rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred.

Upon transfer of ownership of the Licensee’s Property, the Licensee must assign its interests and obligations under this License to the new property owner with the prior written consent of the Municipality, such consent not to be unreasonably withheld or delayed, and will provide the Municipality with evidence of such assignment to the Municipality’s satisfaction. If the Licensee is unsuccessful in assigning its interest as set out herein within 30 days of the Licensee’s Property being transferred, the Licensee agrees to immediately pay to the Municipality upon demand, up to \$2,000 in costs associated with and incurred by the Municipality in the negotiation and execution of a new licence agreement with the new owner, or termination of all rights hereunder, such costs being determined at the sole discretion of the Municipality.

12. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and that the Municipality will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, its servants, agents, or invitees arising out of this Agreement or its or their use and occupation of the Licence Area.

13. **Indemnity** – The Licensee hereby indemnifies and saves harmless the Municipality, its officers, directors, elected officials, employees and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor’s fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Municipality, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:

- (a) the uses of the Licensee under this Licence;
- (b) a breach by the Licensee of any of the covenants contained in this Licence;
- (c) any wrongful act or neglect of the Licensee on or about the Licence Area;

- (d) any damage to property related to the Licensee's use and occupancy of the Licence Area;
- (e) any damage to the Road or to Municipal infrastructure beneath the Road;
- (f) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the Licence Area.

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

14. **Insurance** – The Licensee shall obtain and keep in force throughout the existence of the Licence insurance naming the Municipality as an additional insured and protecting the Municipality and the Licensee (without any rights of cross-claim or subrogation against the Municipality) against claims by any person, including any member of the public using the Road, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Road or other loss relating to the Licensee's use of the Road to an amount of not less than Two Million (\$2,000,000.00) Dollars per occurrence (the "**Insurance Policy**").
- (a) The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days' written notice to the Municipality.
 - (b) At the time of execution of this Licence, the Licensee shall deliver to the Municipality a copy of the Insurance Policy or an insurance binder or note evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.
 - (c) At any time during the Term of this Licence the Municipality may require the Licensee to provide evidence to it that the Insurance Policy is valid and in full effect.
15. **Breach** – In the event that the Licensee breaches any term, condition, or provision of this Agreement, the Licensee shall remedy the breach within 30 days of receipt of a notice from the Municipality and if the breach is not remedied within that time period, all rights accruing to the Licensee under this Agreement shall cease without further notice to the Licensee, unless the Municipality, in its sole discretion, decides otherwise.
16. **Municipality May Take Action** – If the Licensee fails to do any matter required of them under this Agreement, the Municipality is entitled to take all such actions on the Licensee's behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, but the Municipality is in no circumstance liable for not taking such action or its manner of doing so, provided that the Municipality acts reasonably. The

Licensee shall pay to the Municipality the costs the Municipality incurs pursuant to this provision forthwith upon receipt of an invoice.

17. **General**

- (a) The Licensee agrees to execute a section 219 covenant upon written request of the Municipality, to be prepared by the Municipality's solicitor, to be registered in the applicable Land Title Office incorporating the terms of this Agreement;
- (b) This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the Municipality and its successors, administrators and assigns.
- (c) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- (d) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- (e) The Schedule attached to this Agreement forms part of this Agreement.
- (f) This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement, and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- (g) Time is of the essence of this Agreement.
- (h) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
- (i) The Licensee's use of the Licence Area will under all circumstances be viewed as a license only and will not create nor be deemed to create any property interest in favour of the Licensee in the License Area.
- (j) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

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

END OF PAGE

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

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

)
Registered Owners of 245 Kelvin Grove)
Way)
)
)
_____)
Meghann Trollip)
)
)
)
_____)
Jean Trollip)
)
)

SCHEDULE A – SKETCH PLAN OF ROAD AND LICENCE AREA

PROJECT ADDRESS:
**245
KELVIN
GROVE
WAY**

LIONS BAY
BC



DRAWING TITLE:
**MASTER LANDSCAPE
DESIGN
PLAN**

SCALE:
1/8"=1' 0"

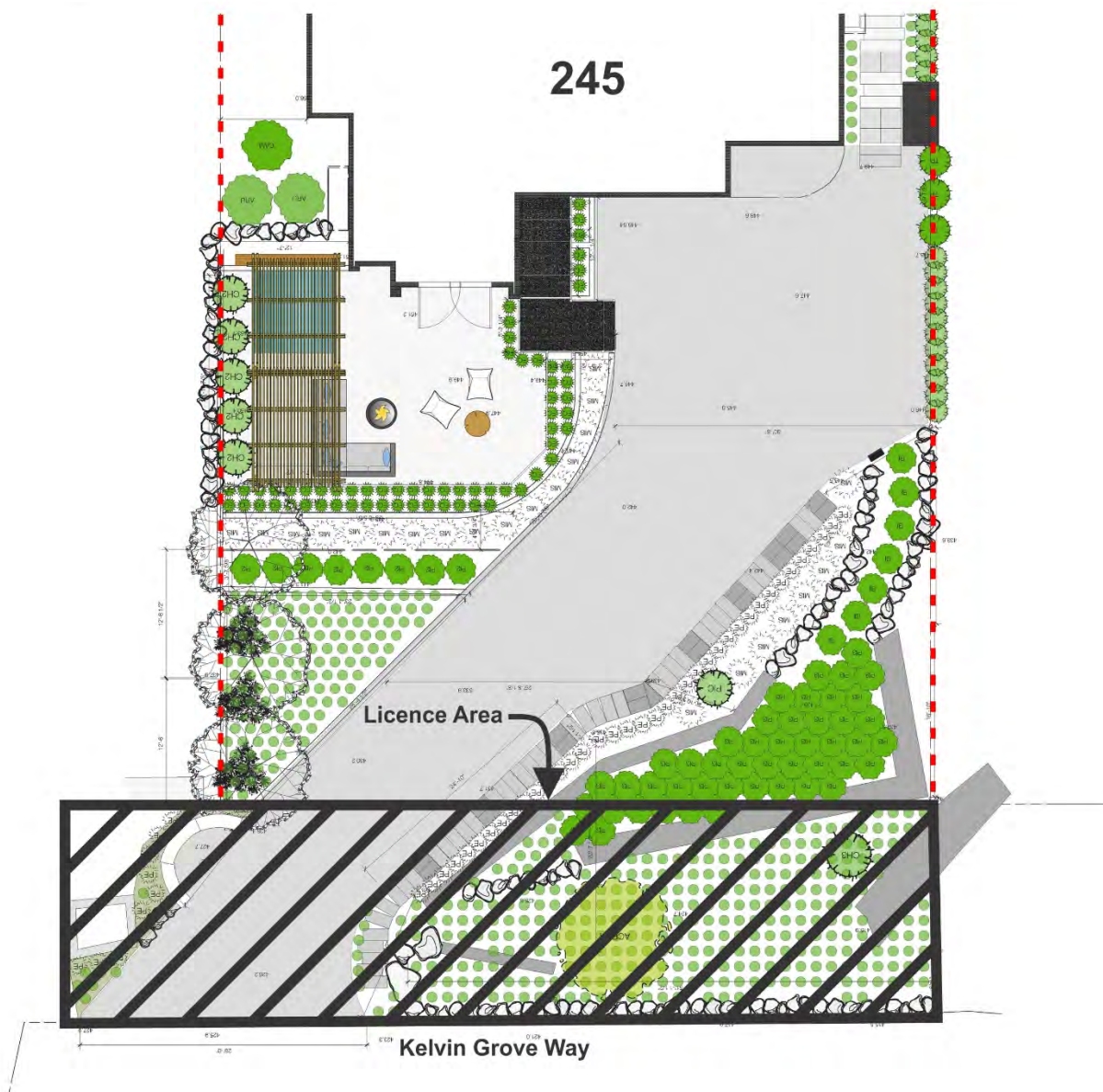
SIZE:
24X36

DRAWN BY:
CHECKED BY:

DATE:
2020.03.01

DRAWING
NUMBER: **L1.00**

REVISION: **01**



LAND TITLE ACT

FORM C (Sections 233)

Province of British Columbia

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

Page 1 of 13 pages

1. APPLICATION:

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

 Applicant's Solicitor

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
(PID) (LEGAL DESCRIPTION)**004-218-841****Lot 67 Block B District Lot 1575 Plan 18530**

3. NATURE OF INTEREST:

Document Reference

Description

(Page and Paragraph)

Person Entitled to Interest

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

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

(a) Filed Standard Charge Terms

 D. F. No.

(b) Express Charge Terms

 Annexed as Part 2

(c) Release

 There is no Part 2 of this instrument

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

5. TRANSFEROR(S):

MEGHANN & JEAN TROLLIP, residing at 245 Kelvin Grove Way, Lions Bay BC, V0N 2E0**BANK**

6. TRANSFEREE(S):

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

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

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

| | | | | | | | | |
|---|--|---|---|---|------|--|--|--|
| Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of | Execution Date <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2021</td> <td></td> <td></td> </tr> </table> | Y | M | D | 2021 | | | Transferor's Signature(s) MEGHANN TROLLIP _____ Authorized Signatory JEAN TROLLIP _____ Authorized Signatory |
| Y | M | D | | | | | | |
| 2021 | | | | | | | | |

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| Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2021</td> <td></td> <td></td> </tr> </table> | Y | M | D | 2021 | | | Transferor's Signature(s) BANK _____ Authorized Signatory (Print Name) |
| Y | M | D | | | | | | |
| 2021 | | | | | | | | |

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| Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2021</td> <td></td> <td></td> </tr> </table> | Y | M | D | 2021 | | | Transferee's Signature(s) VILLAGE OF LIONS BAY by its authorized signatories _____ Mayor, Authorized Signatory _____ Authorized Signatory |
| Y | M | D | | | | | | |
| 2021 | | | | | | | | |

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

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the 20th day of May, 2021.

BETWEEN:

MEGHANN & JEAN TROLLIP, residing at 245 Kelvin Grove Way, Lions Bay BC,
V0N 2E0

(hereinafter called the “**Owner**”)

AND:

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

(hereinafter called the “**Municipality**”)

WHEREAS:

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

Parcel Identifier: 004-218-841

Legal Description: Lot 67 Block B District Lot 1575 Plan 18530

(the “**Lands**”);

- B. The Owner wishes to realign the driveway in accordance with the Highway Encroachment Agreement (Licence to Occupy) between the Municipality and Owner dated for reference May 20, 2021.
- C. The Owner has voluntarily offered to use the Lands and to build on the Lands strictly in accordance with the terms, conditions and requirements set out in this Agreement;
- D. The Municipality and the Owner have agreed to enter into this covenant to secure the Owner’s commitments to the Municipality;
- E. Section 219 of the Act (hereinafter defined) permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land and that land is or is not to be subdivided or built on except in accordance with the covenant.

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

(the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the Owner covenants and agrees with the Municipality under Section 219 of the Act, it being the intention and agreement of the parties that the provisions of this agreement shall be a charge upon the Lands, as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

1.2 Definitions in Bylaws applicable to this Agreement

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

1.3 Headings, common terms and references to Articles

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

1.4 Import of words

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

1.5 Governing Law

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

1.6 Interpretation of "Including"

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

1.7 Approval to be in Writing

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

1.8 Schedules

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

Schedule A: Design Plan

2.0 RESTRICTIONS ON THE USE OF THE LANDS

2.1 Engineering

The Owner covenants and agrees with the Municipality that:

- (a) neither the Owner nor any of its agents shall deviate in a material way from the Design Plan or the construction and construction monitoring methods and procedures which have been accepted by the Municipality unless any plans and specifications or other information with respect to any deviation are first submitted to the Public Works Manager for their approval, such approval not to be unreasonably withheld and the Municipality shall make commercially reasonable efforts to deliver a decision regarding such approval as soon as is reasonably possible to the Owner after delivery of such plans, specifications or other information to the Municipality to reach a decision;
- (b) within 30 days of the completion of the construction and installation of the Works, the Owner shall cause the Project Engineer to deliver to the Municipality a certificate evidencing the fact that:
 - (i) the construction and installation of the Works has been completed in accordance with the Design Plan in all material ways and the construction and construction monitoring methods and procedures which have been accepted by the Municipality,
 - (ii) the Project Engineer is not aware of any damage or prejudice to or adverse effect upon the improvements located upon the Municipality's property, and
 - (iii) the repair of movement, damage or adverse effects on any improvements located on the Municipality's property have been completed in accordance with the directions and requirements of the Municipality and the Public Works Manager;
- (d) the Owner will limit construction on the Works to those times which are in accordance with the bylaws of the Municipality; and
- (e) any additional rock or retaining wall construction as may be or may become necessary, in the opinion of the Project Engineer, in the course of fulfilling the Works, will be constructed by the Owner in accordance with MMCD guidelines;
- (g) the Owner shall pay the fees set out in accordance with Schedule 2 of Fees Bylaw No. 497, 2016, as amended, in respect of the encroachment application and registration of this Agreement. Any applicable fees with respect to soil deposit and/or removal or other site works shall be in addition and in accordance with all Village of Lions Bay bylaws.

2.2 General Covenants

The Owner covenants and agrees with the Municipality that:

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

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

3.0 REPRESENTATIONS, INDEMNITY AND RELEASE

3.1 No Representation

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

3.2 Indemnity

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

4.0 GENERAL

4.1 Owner to obtain priority for Agreement

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

4.2 Discharge of Covenant

The Owner may request a discharge of this Agreement upon removal of the Works and final satisfaction of the terms, conditions and requirements of the Municipality set out in the Licence Agreement dated May 20, 2021 between the Municipality and the Owner, as certified by the Public Works Manager.

4.3 No Fettering of Discretion

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

4.4 Other Remedies available to Municipality

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

4.5 Agreement Binding on Parties

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

4.6 Owner responsible while maintaining interest

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

4.7 Invalidity of section, subsections, etc.

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

4.8 Amendments to be in writing

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

4.9 Time of the Essence

Time is of the essence of this Agreement.

4.10 Agreement in Counterparts

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

4.11 Joint and Several

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

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

PRIORITY AGREEMENT

BETWEEN:

BANK

INCORPORATION NO. _____

(the "**Prior Chargeholder**")

AND:

THE VILLAGE OF LIONS BAY,

a municipal corporation, having offices at 400 Centre Road,
Lions Bay BC, V0N 2E0

(the "**Municipality**")

WHEREAS:

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

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

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

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

SCHEDULE A - DESIGN PLAN

PROJECT ADDRESS:
**245
KELVIN
GROVE
WAY**

LIONS BAY
BC



DRAWING TITLE:
**MASTER LANDSCAPE
DESIGN
PLAN**

SCALE:
1/8"=1' 0"

SIZE:
24X36

DRAWN BY:
CHECKED BY:

DATE:
2020.03.01

DRAWING
NUMBER: **L1.00**

REVISION: **01**





THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

| | | | |
|-------------------|---|---------------------|---------------------|
| Type | Request for Decision | | |
| Title | 255 Oceanview Road Encroachment Agreement & S.219 Covenant | | |
| Author | Nai Jaffer | Reviewed By: | Peter DeJong |
| Date | May 19, 2021 | Version | |
| Issued for | May 25, 2021 Council Meeting | | |

Recommendation:

- (1) THAT the Municipality enter into an Encroachment Agreement and Section 219 Covenant with the Owner of 255 Oceanview Road in substantially the same form as the draft Agreement and Covenant attached to this report;
- (2) THAT the said Section 219 Covenant be registered against the property at 255 Oceanview Road in the Land Title Office; and
- (3) THAT the CAO or CFO and Mayor be authorized to execute both the Encroachment Agreement and the Section 219 Covenant.

Attachments:

- (1) 255 Oceanview Road Landscape Design
- (2) Draft Encroachment Agreement for 255 Oceanview Road, and
- (3) Draft Section 219 Covenant for 255 Oceanview Road

Key Information:

The owners of 255 Oceanview Road are improving their lot including creating a new access on the east side of their lot and landscaping improvements on the west side of their lot. This large renovation is designed to improve the aesthetics of their lot and to provide for easier ingress and egress via a formal driveway on the east side and pathway on the west side. The resultant design provides an aesthetically pleasing landscape that will improve the character of the property while retaining the street front parking area and will also provide for a new two-car carport adjacent to the main dwelling.

Other than the water line running from the water main to the dwelling through the proposed Allan Block retaining walls on the east side of the property and the stormwater system on the



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

west side of the lot, there are no other negative impacts of this renovation. The water service on the east side of the lot will be located and the shut-off moved away from the property line closer to the roadway to ensure the Municipality will not need to disturb any renovations due to a leak in the line. The draft Encroachment Agreement includes provision for the property owners to be responsible for the service line from the location of the relocated shut off to the property and through the landscaped area.

Public Works staff support this application in principle but will be requiring design modifications to ensure the open watercourse at the west side of the lot be maintained. There are no tangible risks to the Municipality associated with the application.

Options:

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

Preferred Option: Approve the application. The proposed structure will not negatively impact the Municipality's infrastructure.

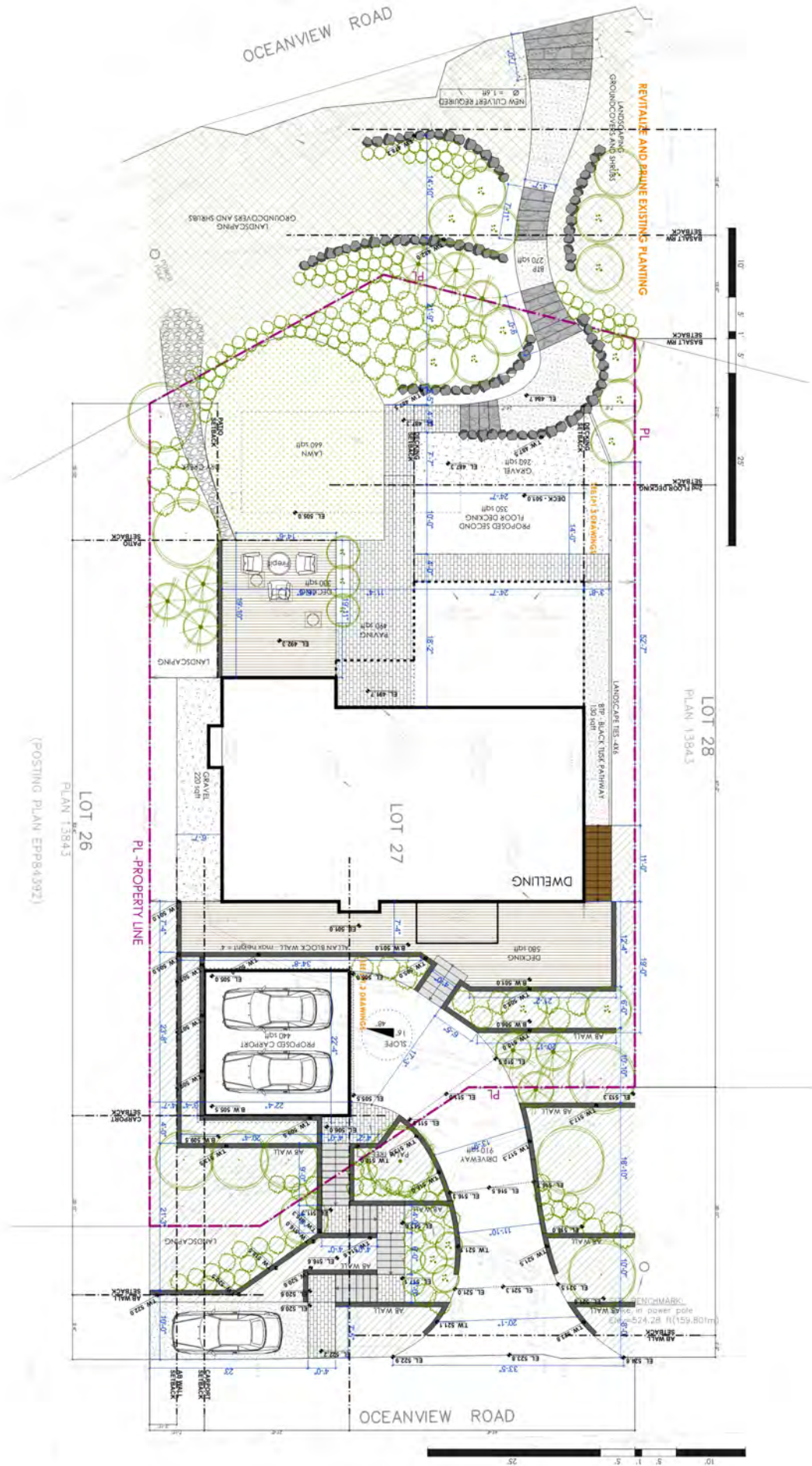
Financial Considerations: None

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

Follow Up Action: Per Council direction.

Communication Plan: N/A

255 Oceanview Road - Landscape Plan



(POSTING PLAN EPP84392)

LOT 26
PLAN 13843

LOT 28
PLAN 13843

OCEANVIEW ROAD

OCEANVIEW ROAD

**HIGHWAY ENCROACHMENT AGREEMENT
(LICENCE TO OCCUPY)**

THIS AGREEMENT dated for reference the 20th day of May 2021.

BETWEEN:

RANDI & MELISSA BYRNE, residing at 255 Oceanview Road, Lions Bay BC, V0N 2E0
(hereinafter called the "**Licensee**")

AND:

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

GIVEN THAT:

- A. The Municipality holds ownership and possession of highways lying and being in the Village of Lions Bay in the Province of British Columbia as per s. 35(1) of the *Community Charter*. The highway subject to this agreement is known as Kelvin Grove Way as shown on the engineered drawings attached as Schedule "A"

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

Lot 27 Block 8 District Lot 6748 Plan 13843
PID: 008-006-547

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

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

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

(a) within the Licence Area, a series of retaining walls intended to support the Licensee’s driveway and other structures on the Licensee’s Property in accordance with the stamped drawings provided; and

(b) the west side non-vehicle access and the east side portion of driveway that lies outside the Licensee’s Property on the Road;

(the “**Works**”)

for only the Licensee and its permitted assigns and their servants, agents and invitees and for the Municipality and its successors and assigns and their servants, agents and invitees.

2. **Term and Renewal** – This Licence shall commence on the **20th Day of May, 2021** (the “**Commencement Date**”), and shall terminate upon the occurrence of any of the circumstances detailed in section 3, unless otherwise agreed in writing by the Municipality.

3. **Termination**

(a) This License does not create any interest in property and is exclusively for the benefit of the Licensee and the Municipality. The License will automatically terminate upon any of the following occurrences:

(i) the Licensee disposing of the Licensee’s Property by sale, agreement for sale or lease, unless it has been assigned in accordance with section 12 of this agreement, failing which the assignee may be required to remove the licensed encroachments set out in this agreement;

(ii) the Works being removed with the permission of the Municipality;

(iii) the Licensee breaches a term of this agreement or the s. 219 Covenant Agreement, dated May 20, 2021 and registered on title to the Licensee’s Property in favour of the Municipality (the “**Covenant Agreement**”);

(iv) at any time upon the Licensee providing written notice to the Municipality of intention to terminate, in which case the obligations specified in section 8 of this Agreement shall commence;

(v) at any time upon the Municipality providing at least 6 months written notice of termination to the Licensee; or

- (vi) where the Council of the Municipality considers that, in its sole discretion, the interest of the public in the Licence Area makes it necessary or advisable, or in the case of an emergency, the Council may shorten the time limits in this section.
 - (b) The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:
 - (i) if the Licensee defaults in the observance or performance of any of the terms and conditions contained in this Licence and the Licensee fails to cure such default(s) within 30 days after written notice from the Municipality then the Municipality will be entitled to terminate the Licence without limiting the Municipality's other remedies at law or at equity; and
 - (ii) if the default under subsection (i) reasonably requires more time to rectify or cure than 30 days, the Licensee will be deemed to have complied with the rectification or curing of it if the Licensee commences rectifying or curing the default within 30 days after notice from the Municipality and diligently completes same as soon thereafter as is reasonably practical.
 - (c) All of the Licensee's obligations under this Licence that are outstanding on the date that this Licence is terminated will survive the termination of this Agreement. For certainty, the Licensee's obligations to release and indemnify the Municipality shall survive the termination of this Agreement, but only in respect of events occurring before termination of this Agreement.
4. **Powers** – For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:
- (a) use the Licence Area;
 - (b) have unobstructed access to and from the Licence Area at any and all times;
 - (c) clear the Licence Area and keep it clear of anything which might in the opinion of the Licensee, acting reasonably, constitute an obstruction to the use of the Licence Area by the Licensee; and
 - (d) do all other things on the Licence Area as may be reasonably necessary, desirable and incidental to the use of the Licence Area.
5. **Municipality May Access and May Undertake Work** – The Municipality shall have free access to all parts of the Licence Area. The Municipality is not required to give any notice to repair or dig up the Road or the Licence Area for any purpose, particularly where such

work is considered urgent, but will use reasonable efforts to inform the Licensee as soon as practicable.

6. **Maintenance and Improvements** – The Licensee shall have the sole responsibility for, and cost of, maintaining, repairing or replacing the retaining walls and will provide notice to the Municipality of any work intended to maintain, repair or replace the retaining walls. This Agreement shall be subject to Driveway Crossings Bylaw No. 521, 2017 and without limiting the generality of the foregoing, specifically subject to section 7.8 thereof.

The Licensee will not, without the prior written consent of the Municipality, replace the retaining walls, nor construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any other buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind other than the retaining walls identified in Schedule “A” on any part of the License Area.

7. **Use** – The Municipality will at all times have a priority right to use and occupy any portion or all of the License Area, without notice, in order to access other portions of the Road, or the Licensee’s Property, or to carry out any public service or responsibility that requires use of or access to the Licence Area.

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

8. **Site Clean-up** – Upon termination of this License, the Licensee will leave the License Area in a tidy condition, and the Licensee, if required by the Municipality in its sole discretion, shall remove all structures and personal property belonging to the Licensee within 60 days after termination of this Agreement. Any structures or personal property not removed by the Licensee as aforesaid shall become the absolute property of the Municipality free of all encumbrances, without payment of any compensation to the Licensee or may, at the Municipality’s option, be removed and the expense thereof shall constitute a debt due and owing to the Municipality by the Licensee.

9. **No Waste or Nuisance** – The Licensee will not commit or allow any wilful or voluntary waste or destruction of the Licence Area, or do anything that may become a nuisance or annoyance to other occupiers of the Road or adjoining lands. The Licensee will not stockpile or burn any materials on the Licence Area.

10. **Compliance with Laws** – The Licensee will at all times during the currency of this Licence use the Licence Area in compliance with all statutes, laws, regulations and orders of any

authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

11. **Assignment** – The Licensee may only assign its interest under this License with the prior written consent of the Municipality, such consent not to be unreasonably withheld or delayed. Except as expressly set out herein, the rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred.

Upon transfer of ownership of the Licensee’s Property, the Licensee must assign its interests and obligations under this License to the new property owner with the prior written consent of the Municipality, such consent not to be unreasonably withheld or delayed, and will provide the Municipality with evidence of such assignment to the Municipality’s satisfaction. If the Licensee is unsuccessful in assigning its interest as set out herein within 30 days of the Licensee’s Property being transferred, the Licensee agrees to immediately pay to the Municipality upon demand, up to \$2,000 in costs associated with and incurred by the Municipality in the negotiation and execution of a new licence agreement with the new owner, or termination of all rights hereunder, such costs being determined at the sole discretion of the Municipality.

12. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and that the Municipality will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, its servants, agents, or invitees arising out of this Agreement or its or their use and occupation of the Licence Area.

13. **Indemnity** – The Licensee hereby indemnifies and saves harmless the Municipality, its officers, directors, elected officials, employees and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor’s fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Municipality, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:

- (a) the uses of the Licensee under this Licence;
- (b) a breach by the Licensee of any of the covenants contained in this Licence;
- (c) any wrongful act or neglect of the Licensee on or about the Licence Area;

- (d) any damage to property related to the Licensee's use and occupancy of the Licence Area;
- (e) any damage to the Road or to Municipal infrastructure beneath the Road;
- (f) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the Licence Area.

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

14. **Insurance** – The Licensee shall obtain and keep in force throughout the existence of the Licence insurance naming the Municipality as an additional insured and protecting the Municipality and the Licensee (without any rights of cross-claim or subrogation against the Municipality) against claims by any person, including any member of the public using the Road, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Road or other loss relating to the Licensee's use of the Road to an amount of not less than Two Million (\$2,000,000.00) Dollars per occurrence (the "**Insurance Policy**").
- (a) The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days' written notice to the Municipality.
 - (b) At the time of execution of this Licence, the Licensee shall deliver to the Municipality a copy of the Insurance Policy or an insurance binder or note evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.
 - (c) At any time during the Term of this Licence the Municipality may require the Licensee to provide evidence to it that the Insurance Policy is valid and in full effect.
15. **Breach** – In the event that the Licensee breaches any term, condition, or provision of this Agreement, the Licensee shall remedy the breach within 30 days of receipt of a notice from the Municipality and if the breach is not remedied within that time period, all rights accruing to the Licensee under this Agreement shall cease without further notice to the Licensee, unless the Municipality, in its sole discretion, decides otherwise.
16. **Municipality May Take Action** – If the Licensee fails to do any matter required of them under this Agreement, the Municipality is entitled to take all such actions on the Licensee's behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, but the Municipality is in no circumstance liable for not taking such action or its manner of doing so, provided that the Municipality acts reasonably. The

Licensee shall pay to the Municipality the costs the Municipality incurs pursuant to this provision forthwith upon receipt of an invoice.

17. **General**

- (a) The Licensee agrees to execute a section 219 covenant upon written request of the Municipality, to be prepared by the Municipality's solicitor, to be registered in the applicable Land Title Office incorporating the terms of this Agreement;
- (b) This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the Municipality and its successors, administrators and assigns.
- (c) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- (d) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- (e) The Schedule attached to this Agreement forms part of this Agreement.
- (f) This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement, and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- (g) Time is of the essence of this Agreement.
- (h) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
- (i) The Licensee's use of the Licence Area will under all circumstances be viewed as a license only and will not create nor be deemed to create any property interest in favour of the Licensee in the License Area.
- (j) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

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

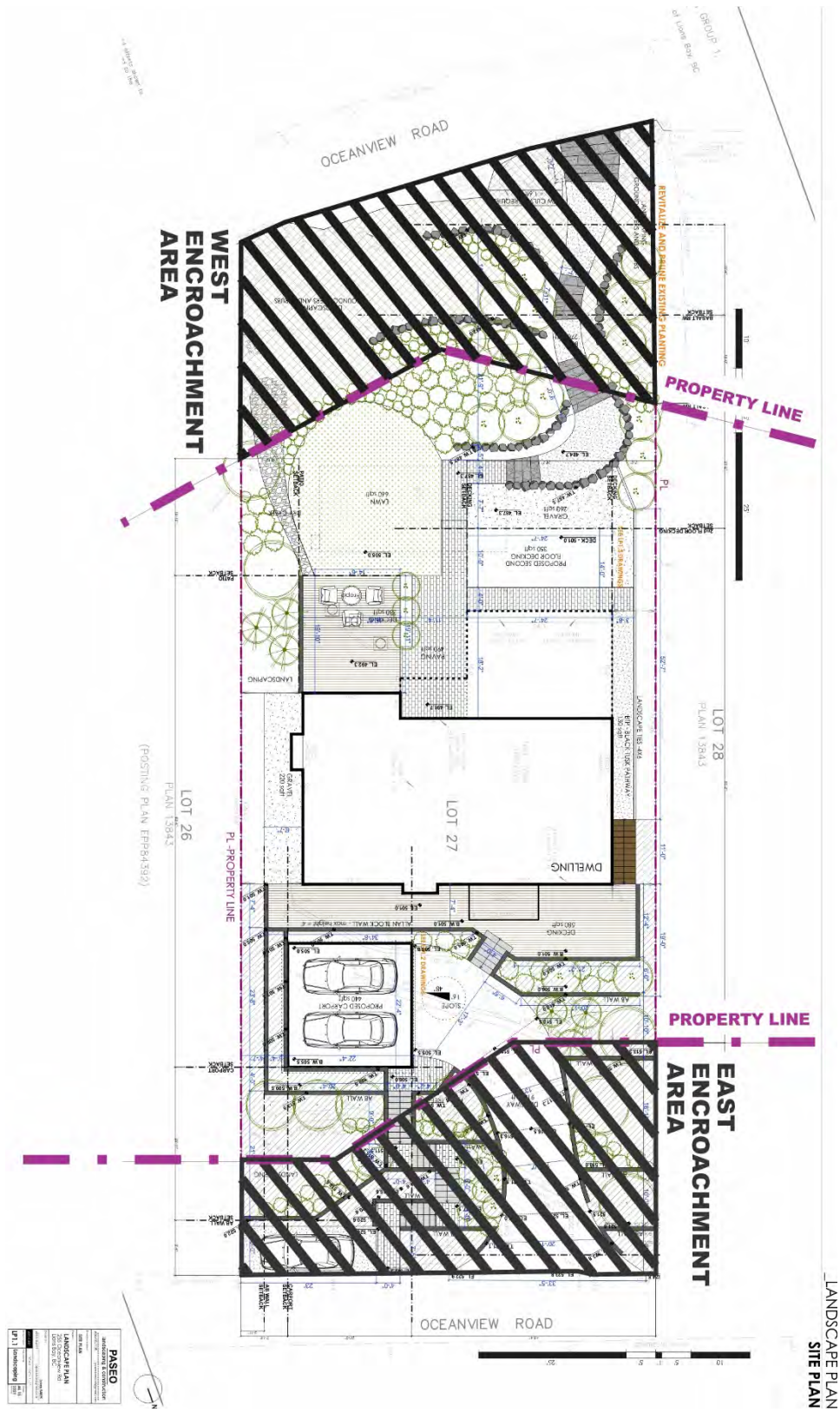
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IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

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

)
Registered Owners of 255 Oceanview)
Road)
)
)
_____)
Melissa Byrne)
)
)
_____)
Randi Byrne)
)
)
)

SCHEDULE A – SKETCH PLAN OF ROAD AND LICENCE AREA



LAND TITLE ACT

FORM C (Sections 233)

Province of British Columbia

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

Page 1 of 13 pages

1. APPLICATION:

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

 Applicant's Solicitor

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
(PID) (LEGAL DESCRIPTION)**008-006-547****Lot 27 Block 8 District Lot 6748 Plan 13843**

3. NATURE OF INTEREST:

Document Reference

Description

(Page and Paragraph)

Person Entitled to Interest

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

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

(a) Filed Standard Charge Terms

 D. F. No.

(b) Express Charge Terms

 Annexed as Part 2

(c) Release

 There is no Part 2 of this instrument

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

5. TRANSFEROR(S):

RANDI and MELISSA BYRNE, residing at 255 Oceanview Road, Lions Bay BC, V0N 2E0**BANK**

6. TRANSFEREE(S):

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

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

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

| | | | | | | | | |
|---|--|---|---|---|------|--|--|---|
| Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of | Execution Date <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2021</td> <td></td> <td></td> </tr> </table> | Y | M | D | 2021 | | | Transferor's Signature(s) Melissa Byrne _____ Authorized Signatory Randi Byrne _____ Authorized Signatory |
| Y | M | D | | | | | | |
| 2021 | | | | | | | | |

| | | | | | | | | |
|---|--|---|---|---|------|--|--|--|
| Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2021</td> <td></td> <td></td> </tr> </table> | Y | M | D | 2021 | | | Transferor's Signature(s) BANK _____ Authorized Signatory (Print Name) |
| Y | M | D | | | | | | |
| 2021 | | | | | | | | |

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|---|--|---|---|---|------|--|--|--|
| Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2021</td> <td></td> <td></td> </tr> </table> | Y | M | D | 2021 | | | Transferee's Signature(s) VILLAGE OF LIONS BAY by its authorized signatories _____ Mayor, Authorized Signatory _____ Authorized Signatory |
| Y | M | D | | | | | | |
| 2021 | | | | | | | | |

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

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the 20th day of May, 2021.

BETWEEN:

RANDI and MELISSA BYRNE, residing at 255 Oceanview Road, Lions Bay BC, V0N 2E0

(hereinafter called the “**Owner**”)

AND:

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

(hereinafter called the “**Municipality**”)

WHEREAS:

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

Parcel Identifier: 008-006-547

Legal Description: Lot 27 Block 8 District Lot 6748 Plan 13843

(the “**Lands**”);

- B. The Owner wishes to realign the driveway in accordance with the Highway Encroachment Agreement (Licence to Occupy) between the Municipality and Owner dated for reference May 20, 2021.
- C. The Owner has voluntarily offered to use the Lands and to build on the Lands strictly in accordance with the terms, conditions and requirements set out in this Agreement;
- D. The Municipality and the Owner have agreed to enter into this covenant to secure the Owner’s commitments to the Municipality;
- E. Section 219 of the Act (hereinafter defined) permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land and that land is or is not to be subdivided or built on except in accordance with the covenant.

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

(the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the Owner covenants and agrees with the Municipality under Section 219 of the Act, it being the intention and agreement of the parties that the provisions of this agreement shall be a charge upon the Lands, as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

1.2 Definitions in Bylaws applicable to this Agreement

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

1.3 Headings, common terms and references to Articles

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

1.4 Import of words

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

1.5 Governing Law

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

1.6 Interpretation of "Including"

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

1.7 Approval to be in Writing

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

1.8 Schedules

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

Schedule A: Design Plan

2.0 RESTRICTIONS ON THE USE OF THE LANDS

2.1 Engineering

The Owner covenants and agrees with the Municipality that:

- (a) neither the Owner nor any of its agents shall deviate in a material way from the Design Plan or the construction and construction monitoring methods and procedures which have been accepted by the Municipality unless any plans and specifications or other information with respect to any deviation are first submitted to the Public Works Manager for their approval, such approval not to be unreasonably withheld and the Municipality shall make commercially reasonable efforts to deliver a decision regarding such approval as soon as is reasonably possible to the Owner after delivery of such plans, specifications or other information to the Municipality to reach a decision;
- (b) within 30 days of the completion of the construction and installation of the Works, the Owner shall cause the Project Engineer to deliver to the Municipality a certificate evidencing the fact that:
 - (i) the construction and installation of the Works has been completed in accordance with the Design Plan in all material ways and the construction and construction monitoring methods and procedures which have been accepted by the Municipality,
 - (ii) the Project Engineer is not aware of any damage or prejudice to or adverse effect upon the improvements located upon the Municipality's property, and
 - (iii) the repair of movement, damage or adverse effects on any improvements located on the Municipality's property have been completed in accordance with the directions and requirements of the Municipality and the Public Works Manager;
- (d) the Owner will limit construction on the Works to those times which are in accordance with the bylaws of the Municipality; and
- (e) any additional rock or retaining wall construction as may be or may become necessary, in the opinion of the Project Engineer, in the course of fulfilling the Works, will be constructed by the Owner in accordance with MMCD guidelines;
- (g) the Owner shall pay the fees set out in accordance with Schedule 2 of Fees Bylaw No. 497, 2016, as amended, in respect of the encroachment application and registration of this Agreement. Any applicable fees with respect to soil deposit and/or removal or other site works shall be in addition and in accordance with all Village of Lions Bay bylaws.

2.2 General Covenants

The Owner covenants and agrees with the Municipality that:

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

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

3.0 REPRESENTATIONS, INDEMNITY AND RELEASE

3.1 No Representation

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

3.2 Indemnity

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

4.0 GENERAL

4.1 Owner to obtain priority for Agreement

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

4.2 Discharge of Covenant

The Owner may request a discharge of this Agreement upon removal of the Works and final satisfaction of the terms, conditions and requirements of the Municipality set out in the Licence Agreement dated May 20, 2021 between the Municipality and the Owner, as certified by the Public Works Manager.

4.3 No Fettering of Discretion

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

4.4 Other Remedies available to Municipality

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

4.5 Agreement Binding on Parties

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

4.6 Owner responsible while maintaining interest

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

4.7 Invalidity of section, subsections, etc.

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

4.8 Amendments to be in writing

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

4.9 Time of the Essence

Time is of the essence of this Agreement.

4.10 Agreement in Counterparts

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

4.11 Joint and Several

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

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

PRIORITY AGREEMENT

BETWEEN:

BANK

INCORPORATION NO. _____

(the "**Prior Chargeholder**")

AND:

THE VILLAGE OF LIONS BAY,

a municipal corporation, having offices at 400 Centre Road,
Lions Bay BC, V0N 2E0

(the "**Municipality**")

WHEREAS:

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

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

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

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

Intentionally Blank



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

| | | | |
|-------------------|---|---------------------|---------------------|
| Type | Request for Decision | | |
| Title | 340 Oceanview Road Encroachment Agreement & S.219 Covenant | | |
| Author | Nai Jaffer | Reviewed By: | Peter DeJong |
| Date | May 20, 2021 | Version | |
| Issued for | May 25, 2021 Council Meeting | | |

Recommendation:

- (1) THAT the Municipality enter into an Encroachment Agreement and Section 219 Covenant with the Owner of 340 Oceanview Road in substantially the same form as the draft Agreement and Covenant attached to this report;
- (2) THAT the said Section 219 Covenant be registered against the property at 340 Oceanview Road in the Land Title Office; and
- (3) THAT the CAO or CFO and Mayor be authorized to execute both the Encroachment Agreement and the Section 219 Covenant.

Attachments:

- (1) 340 Oceanview Road Landscape Plan
- (2) Draft Encroachment Agreement for 340 Oceanview Road, and
- (3) Draft Section 219 Covenant for 340 Oceanview Road

Key Information:

The owners of 340 Oceanview Road are planning a redevelopment of the frontage of their lot. The new design (attached) calls for the relocation of the existing driveway which is currently at the south end of the lot to the north end of the lot. The landscape consists of tiered landscape retaining walls (all under 1.2 meters or 4 feet) that will enable a large level grassy area adjacent to their home and one that creates an aesthetically pleasing design.

As with other more recent landscape development plans, the water line running from the water main to the dwelling through the proposed retaining walls will be located and a new shut-off valve installed on the boulevard near the road edge. This ensures the Municipality will not need to disturb the landscaping in the event of a leak. The draft Encroachment



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Agreement includes provision for the property owners to be responsible for the service line from the location of the relocated shut off to the property and through the landscaped area. No other property owners are impacted.

The open watercourse on the boulevard will be retained.

Public Works staff support this application as it will not interfere with pedestrian, vehicular traffic, or the future installation of underground infrastructure at this location and will retain existing off-street parking which is at a premium throughout the Municipality. There are no tangible risks to the Municipality associated with the application.

Options:

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

Preferred Option: Approve the application. The proposed structure will not negatively impact the Municipality's infrastructure.

Financial Considerations: None

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

Follow Up Action: Per Council direction.

Communication Plan: N/A



118 Garden Ave.
 North Vancouver, B.C. V7P3H2
 P: 604.924.5296 F: 604.904.0009
www.gclc.ca

| No. | Date | REVISION | By: |
|-----|------|-------------|-----|
| 01 | 3/23 | Update v.02 | RT |
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SCALE As Shown

CLIENT INFO
 Sullivan, Sam and Carmen
 340 Oceanview Rd,
 Lions Bay, B.C.

DRAWN BY RT

CHECKED BY ----

NORTH



DRAWING TITLE
 LANDSCAPE DESIGN PLAN

DRAWING NUMBER
L1

Copyright reserved. This drawing and design is the property of The Great Canadian Landscaping Company Inc. and may not be reproduced or used for other projects without permission.

1 Master Plan
 Scale: 1/16" = 1'-0"

**HIGHWAY ENCROACHMENT AGREEMENT
(LICENCE TO OCCUPY)**

THIS AGREEMENT dated for reference the 20th day of May 2021.

BETWEEN:

SAM and **CARMEN SULLIVAN**, residing at 340 Oceanview Road, Lions Bay BC, V0N 2E0
(hereinafter called the "**Licensee**")

AND:

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

GIVEN THAT:

- A. The Municipality holds ownership and possession of highways lying and being in the Village of Lions Bay in the Province of British Columbia as per s. 35(1) of the *Community Charter*. The highway subject to this agreement is known as Kelvin Grove Way as shown on the engineered drawings attached as Schedule "A"

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

Lot 70 Block 7 District Lot 6748 Plan 14024
PID: 007-957-386

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

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

1. **Grant of Licence** – The Municipality, on the terms and conditions set forth herein, grants to the Licensee the non-exclusive right and licence (the “**Licence**”) to access, construct and maintain:
 - (a) within the Licence Area a series of retaining walls intended to support the Licensee’s driveway and other structures on the Licensee’s Property in accordance with the stamped engineered drawings provided; and
 - (b) the portion of driveway and parking area that lies outside the Licensee’s Property on the Road;

(the “**Works**”)

for only the Licensee and its permitted assigns and their servants, agents and invitees and for the Municipality and its successors and assigns and their servants, agents and invitees.
2. **Term and Renewal** – This Licence shall commence on the **20th Day of May, 2021** (the “**Commencement Date**”), and shall terminate upon the occurrence of any of the circumstances detailed in section 3, unless otherwise agreed in writing by the Municipality.
3. **Termination**
 - (a) This License does not create any interest in property and is exclusively for the benefit of the Licensee and the Municipality. The License will automatically terminate upon any of the following occurrences:
 - (i) the Licensee disposing of the Licensee’s Property by sale, agreement for sale or lease, unless it has been assigned in accordance with section 12 of this agreement, failing which the assignee may be required to remove the licensed encroachments set out in this agreement;
 - (ii) the Works being removed with the permission of the Municipality;
 - (iii) the Licensee breaches a term of this agreement or the s. 219 Covenant Agreement, dated May 20, 2021 and registered on title to the Licensee’s Property in favour of the Municipality (the “**Covenant Agreement**”);
 - (iv) at any time upon the Licensee providing written notice to the Municipality of intention to terminate, in which case the obligations specified in section 8 of this Agreement shall commence;
 - (v) at any time upon the Municipality providing at least 6 months written notice of termination to the Licensee; or

- (vi) where the Council of the Municipality considers that, in its sole discretion, the interest of the public in the Licence Area makes it necessary or advisable, or in the case of an emergency, the Council may shorten the time limits in this section.
 - (b) The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:
 - (i) if the Licensee defaults in the observance or performance of any of the terms and conditions contained in this Licence and the Licensee fails to cure such default(s) within 30 days after written notice from the Municipality then the Municipality will be entitled to terminate the Licence without limiting the Municipality's other remedies at law or at equity; and
 - (ii) if the default under subsection (i) reasonably requires more time to rectify or cure than 30 days, the Licensee will be deemed to have complied with the rectification or curing of it if the Licensee commences rectifying or curing the default within 30 days after notice from the Municipality and diligently completes same as soon thereafter as is reasonably practical.
 - (c) All of the Licensee's obligations under this License that are outstanding on the date that this License is terminated will survive the termination of this Agreement. For certainty, the Licensee's obligations to release and indemnify the Municipality shall survive the termination of this Agreement, but only in respect of events occurring before termination of this Agreement.
4. **Powers** – For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:
- (a) use the Licence Area;
 - (b) have unobstructed access to and from the Licence Area at any and all times;
 - (c) clear the Licence Area and keep it clear of anything which might in the opinion of the Licensee, acting reasonably, constitute an obstruction to the use of the Licence Area by the Licensee; and
 - (d) do all other things on the Licence Area as may be reasonably necessary, desirable and incidental to the use of the Licence Area.
5. **Municipality May Access and May Undertake Work** – The Municipality shall have free access to all parts of the License Area. The Municipality is not required to give any notice to repair or dig up the Road or the Licence Area for any purpose, particularly where such

work is considered urgent, but will use reasonable efforts to inform the Licensee as soon as practicable.

6. **Maintenance and Improvements** – The Licensee shall have the sole responsibility for, and cost of, maintaining, repairing or replacing the retaining walls and will provide notice to the Municipality of any work intended to maintain, repair or replace the retaining walls. This Agreement shall be subject to Driveway Crossings Bylaw No. 521, 2017 and without limiting the generality of the foregoing, specifically subject to section 7.8 thereof.

The Licensee will not, without the prior written consent of the Municipality, replace the retaining walls, nor construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any other buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind other than the retaining walls identified in Schedule “A” on any part of the License Area.

7. **Use** – The Municipality will at all times have a priority right to use and occupy any portion or all of the License Area, without notice, in order to access other portions of the Road, or the Licensee’s Property, or to carry out any public service or responsibility that requires use of or access to the Licence Area.

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

8. **Site Clean-up** – Upon termination of this License, the Licensee will leave the License Area in a tidy condition, and the Licensee, if required by the Municipality in its sole discretion, shall remove all structures and personal property belonging to the Licensee within 60 days after termination of this Agreement. Any structures or personal property not removed by the Licensee as aforesaid shall become the absolute property of the Municipality free of all encumbrances, without payment of any compensation to the Licensee or may, at the Municipality’s option, be removed and the expense thereof shall constitute a debt due and owing to the Municipality by the Licensee.

9. **No Waste or Nuisance** – The Licensee will not commit or allow any wilful or voluntary waste or destruction of the Licence Area, or do anything that may become a nuisance or annoyance to other occupiers of the Road or adjoining lands. The Licensee will not stockpile or burn any materials on the Licence Area.

10. **Compliance with Laws** – The Licensee will at all times during the currency of this Licence use the Licence Area in compliance with all statutes, laws, regulations and orders of any

authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

11. **Assignment** – The Licensee may only assign its interest under this License with the prior written consent of the Municipality, such consent not to be unreasonably withheld or delayed. Except as expressly set out herein, the rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred.

Upon transfer of ownership of the Licensee’s Property, the Licensee must assign its interests and obligations under this License to the new property owner with the prior written consent of the Municipality, such consent not to be unreasonably withheld or delayed, and will provide the Municipality with evidence of such assignment to the Municipality’s satisfaction. If the Licensee is unsuccessful in assigning its interest as set out herein within 30 days of the Licensee’s Property being transferred, the Licensee agrees to immediately pay to the Municipality upon demand, up to \$2,000 in costs associated with and incurred by the Municipality in the negotiation and execution of a new licence agreement with the new owner, or termination of all rights hereunder, such costs being determined at the sole discretion of the Municipality.

12. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and that the Municipality will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, its servants, agents, or invitees arising out of this Agreement or its or their use and occupation of the Licence Area.

13. **Indemnity** – The Licensee hereby indemnifies and saves harmless the Municipality, its officers, directors, elected officials, employees and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor’s fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Municipality, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:

- (a) the uses of the Licensee under this Licence;
- (b) a breach by the Licensee of any of the covenants contained in this Licence;
- (c) any wrongful act or neglect of the Licensee on or about the Licence Area;

- (d) any damage to property related to the Licensee's use and occupancy of the Licence Area;
- (e) any damage to the Road or to Municipal infrastructure beneath the Road;
- (f) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the Licence Area.

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

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

Licensee shall pay to the Municipality the costs the Municipality incurs pursuant to this provision forthwith upon receipt of an invoice.

17. **General**

- (a) The Licensee agrees to execute a section 219 covenant upon written request of the Municipality, to be prepared by the Municipality's solicitor, to be registered in the applicable Land Title Office incorporating the terms of this Agreement;
- (b) This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the Municipality and its successors, administrators and assigns.
- (c) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- (d) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- (e) The Schedule attached to this Agreement forms part of this Agreement.
- (f) This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement, and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- (g) Time is of the essence of this Agreement.
- (h) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
- (i) The Licensee's use of the Licence Area will under all circumstances be viewed as a license only and will not create nor be deemed to create any property interest in favour of the Licensee in the License Area.
- (j) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

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

END OF PAGE

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

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

)
Registered Owners of 340 Oceanview)
Road)
)
)
_____)
Sam Sullivan)
)
)
_____)
Carmen Sullivan)
)
)
)

SCHEDULE A
SKETCH PLAN OF ROAD AND LICENCE AREA



1 Master Plan
Scale: 1/16" = 1'-0"



| No. | Date | REVISION | By: |
|-----|------|-------------|-----|
| 01 | 9/23 | Update v.02 | RT |
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SCALE As Shown
CLIENT INFO
 Sullivan, Sam and Carmen
 540, Dunsmuir Pl.,
 Lions Bay, B.C.
DRAWN BY RT
CHECKED BY *****
NORTH

DRAWING TITLE
 LANDSCAPE DESIGN PLAN
DRAWING NUMBER
L1

LAND TITLE ACT

FORM C (Sections 233)

Province of British Columbia

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

Page 1 of 13 pages

1. APPLICATION:

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

 Applicant's Solicitor

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
(PID) (LEGAL DESCRIPTION)**007-957-386****Lot 70 Block 7 District Lot 6748 Plan 14024**

3. NATURE OF INTEREST:

Document Reference

Description

(Page and Paragraph)

Person Entitled to Interest

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

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

(a) Filed Standard Charge Terms

 D. F. No.

(b) Express Charge Terms

 Annexed as Part 2

(c) Release

 There is no Part 2 of this instrument

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

5. TRANSFEROR(S):

SAM and CARMEN SULLIVAN, residing at 340 Oceanview Road, Lions Bay BC, V0N 2E0**BANK**

6. TRANSFEREE(S):

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

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

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

| | | | | | | | | |
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| Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of | Execution Date <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2021</td> <td></td> <td></td> </tr> </table> | Y | M | D | 2021 | | | Transferor's Signature(s) SAM SULLIVAN _____ Authorized Signatory CARMEN SULLIVAN _____ Authorized Signatory |
| Y | M | D | | | | | | |
| 2021 | | | | | | | | |

| | | | | | | | | |
|---|--|---|---|---|------|--|--|--|
| Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2021</td> <td></td> <td></td> </tr> </table> | Y | M | D | 2021 | | | Transferor's Signature(s) BANK _____ Authorized Signatory (Print Name) |
| Y | M | D | | | | | | |
| 2021 | | | | | | | | |

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|---|--|---|---|---|------|--|--|--|
| Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2021</td> <td></td> <td></td> </tr> </table> | Y | M | D | 2021 | | | Transferee's Signature(s) VILLAGE OF LIONS BAY by its authorized signatories _____ Mayor, Authorized Signatory _____ Authorized Signatory |
| Y | M | D | | | | | | |
| 2021 | | | | | | | | |

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

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the 20th day of May, 2021.

BETWEEN:

SAM and **CARMEN SULLIVAN**, residing at 340 Oceanview Road, Lions Bay BC, V0N 2E0

(hereinafter called the “**Owner**”)

AND:

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

(hereinafter called the “**Municipality**”)

WHEREAS:

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

Parcel Identifier: 007-957-386

Legal Description: Lot 70 Block 7 District Lot 6748 Plan 14024

(the “**Lands**”);

- B. The Owner wishes to realign the driveway in accordance with the Highway Encroachment Agreement (Licence to Occupy) between the Municipality and Owner dated for reference May 20, 2021.
- C. The Owner has voluntarily offered to use the Lands and to build on the Lands strictly in accordance with the terms, conditions and requirements set out in this Agreement;
- D. The Municipality and the Owner have agreed to enter into this covenant to secure the Owner’s commitments to the Municipality;
- E. Section 219 of the Act (hereinafter defined) permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land and that land is or is not to be subdivided or built on except in accordance with the covenant.

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

(the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the Owner covenants and agrees with the Municipality under Section 219 of the Act, it being the intention and agreement of the parties that the provisions of this agreement shall be a charge upon the Lands, as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

1.2 Definitions in Bylaws applicable to this Agreement

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

1.3 Headings, common terms and references to Articles

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

1.4 Import of words

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

1.5 Governing Law

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

1.6 Interpretation of "Including"

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

1.7 Approval to be in Writing

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

1.8 Schedules

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

Schedule A: Design Plan

2.0 RESTRICTIONS ON THE USE OF THE LANDS

2.1 Engineering

The Owner covenants and agrees with the Municipality that:

- (a) neither the Owner nor any of its agents shall deviate in a material way from the Design Plan or the construction and construction monitoring methods and procedures which have been accepted by the Municipality unless any plans and specifications or other information with respect to any deviation are first submitted to the Public Works Manager for their approval, such approval not to be unreasonably withheld and the Municipality shall make commercially reasonable efforts to deliver a decision regarding such approval as soon as is reasonably possible to the Owner after delivery of such plans, specifications or other information to the Municipality to reach a decision;
- (b) within 30 days of the completion of the construction and installation of the Works, the Owner shall cause the Project Engineer to deliver to the Municipality a certificate evidencing the fact that:
 - (i) the construction and installation of the Works has been completed in accordance with the Design Plan in all material ways and the construction and construction monitoring methods and procedures which have been accepted by the Municipality,
 - (ii) the Project Engineer is not aware of any damage or prejudice to or adverse effect upon the improvements located upon the Municipality's property, and
 - (iii) the repair of movement, damage or adverse effects on any improvements located on the Municipality's property have been completed in accordance with the directions and requirements of the Municipality and the Public Works Manager;
- (d) the Owner will limit construction on the Works to those times which are in accordance with the bylaws of the Municipality; and
- (e) any additional rock or retaining wall construction as may be or may become necessary, in the opinion of the Project Engineer, in the course of fulfilling the Works, will be constructed by the Owner in accordance with MMCD guidelines;
- (g) the Owner shall pay the fees set out in accordance with Schedule 2 of Fees Bylaw No. 497, 2016, as amended, in respect of the encroachment application and registration of this Agreement. Any applicable fees with respect to soil deposit and/or removal or other site works shall be in addition and in accordance with all Village of Lions Bay bylaws.

2.2 General Covenants

The Owner covenants and agrees with the Municipality that:

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

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

3.0 REPRESENTATIONS, INDEMNITY AND RELEASE

3.1 No Representation

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

3.2 Indemnity

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

4.0 GENERAL

4.1 Owner to obtain priority for Agreement

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

4.2 Discharge of Covenant

The Owner may request a discharge of this Agreement upon removal of the Works and final satisfaction of the terms, conditions and requirements of the Municipality set out in the Licence Agreement dated January 19, 2021 between the Municipality and the Owner, as certified by the Public Works Manager.

4.3 No Fettering of Discretion

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

4.4 Other Remedies available to Municipality

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

4.5 Agreement Binding on Parties

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

4.6 Owner responsible while maintaining interest

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

4.7 Invalidity of section, subsections, etc.

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

4.8 Amendments to be in writing

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

4.9 Time of the Essence

Time is of the essence of this Agreement.

4.10 Agreement in Counterparts

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

4.11 Joint and Several

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

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

PRIORITY AGREEMENT

BETWEEN:

BANK

INCORPORATION NO. _____

(the "**Prior Chargeholder**")

AND:

THE VILLAGE OF LIONS BAY,

a municipal corporation, having offices at 400 Centre Road,
Lions Bay BC, V0N 2E0

(the "**Municipality**")

WHEREAS:

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

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

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

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

SCHEDULE A - DESIGN PLAN



1 Master Plan
 Scale: 1/16" = 1'-0"



118 Garden Ave.
 North Vancouver, B.C. V7P3H2
 P: 604.924.5296 F: 604.904.0009
 www.gclc.ca

| No. | Date | REVISION | By: |
|-----|------|-------------|-----|
| 01 | 3/23 | Update v.02 | RT |
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SCALE As Shown
 CLIENT INFO Sullivan, Sam and Carmen
 3410 Occanave Rd.
 Lions Bay, B.C.
 DRAWN BY RT
 CHECKED BY
 NORTH

DRAWING TITLE LANDSCAPE DESIGN PLAN
 DRAWING NUMBER L1

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

| | | | |
|-------------------|--|---------------------|---------------------|
| Type | Information Report | | |
| Title | Lions Bay ZEV initiative – update | | |
| Author | Norman Barmeier | Reviewed By: | Peter DeJong |
| Date | May 21, 2021 | Version | 0 |
| Issued for | May 25th regular council meeting and June 2nd CAC meeting | | |

Recommendation:

THAT the Information Report, “Lions Bay ZEV initiative – update” be received.

THAT council direct staff to support ZEVIP grant application and aim to submit before the June 22, 2021 deadline.

Attachments:

- (1) March 19, 2019 – initial motion to support DC fast charger in Lions Bay
- (2) May 3, 2019 – VU article on DC fast charger initiative to garner resident feedback
- (3) May 14, 2019 – resident feedback from correspondence
- (4) June 23, 2020 – EVAFIDI grant submitted with budget support
- (5) Sept 22, 2020 – Information report on revenue potential of 1 DC fast charger
- (6) Dec 15, 2020 – location move to reduce potential capital cost
- (7) April 7, 2021 – council priorities to pursue ZEVIP grant opportunities
- (8) May 4, 2021 – ZEVIP grant opportunities verbal update from staff
- (9) EVAFIDI eligibility criteria – relevant to original scope; EVAFIDI is closed
- (10) ZEVIP – grant information
- (11) CleanBC go electric – grant information



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Key Information:

What is the project about?

Reducing GHG emissions by installing DC fast electric charging capacity near municipal hall.



Photo credit: Fast charging station in Squamish B.C., LeadingAhead Energy, 2020.

Do we have a mandate?

Yes, federally through NRCAN and federal GHG emissions reduction targets, provincially through cleanBC go electric program, municipally through resolution and OCP alignment, budget allocation, and resident support.

How will we pay for this?

Federal grant - ZEVIP, provincial grant - cleanBC go electric, with a stacking potential from NRCAN and BC Ministry of Energy of 75% of total project cost to a maximum of \$75K per charger.



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Can the project generate revenue for the Village?

Yes. (attachment 5) as well as potential for carbon credits down the road.

What was the original scope of the project?

208v 3-phase power supply from BC Hydro located by pole near municipal hall to a meter and distribution kiosk, and finally to one (1) 50 kW DC fast charger.

Has there been scope creep?

Yes. Technical requirements, project delivery model, and funding criteria.

What can we do?

We can evaluate the technical scope creep, we can challenge the delivery model, however we cannot adjust federal or provincial funding criteria.

What part of the technical scope can we challenge?

Boilerplate turnkey packages will have been valued engineered to meet the highest municipal standards, standards which are likely based on for example, Metro Vancouver municipal criteria. Standards that may be saddled with technical requirements that are not relevant to Lions Bay. The requirement for a large BC Hydro transformer, and the need for a large heated and enclosed metering kiosk are also likely based on the highest standards, which could include oversizing the power supply, and over specifying the kiosk and civil works for future expansion. There is an opportunity for value engineering by shopping this project around in a public RFP with possible elements of self performance.

What part of the delivery model can we challenge?

Turnkey (boiler plate) versus self-perform with value engineering. Municipal purchasing and contracting policies may be adding unnecessary financial and technical burden to a simple project. There is potential capital saving in self performing design with local qualified professionals, construction management by staff, and possible civil works elements of the



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project using public works skills and resources. Once we win a grant we have up to 2 years to start executing the work, there is no schedule pressure.

How has the funding criteria affected scope?

Original EVAFIDI grant was based on a single 50 kW DC fast charger. The current ZEVIP grant requires two (2) 50 kW DC faster chargers. This additional electrical load requires a larger and more expensive transformer and some additional civil work.

Project narrative - How did we get to where we are now:

Council approved the investigation of fast EV charging infrastructure in the spring of 2019.

A preliminary plan was developed and used to support an EVAFIDI (Electric Vehicle and Alternative Fuel Infrastructure Development Initiative) grant application which was submitted in July 2020 with a project budget estimate of \$100,000 (\$25,000 VoLB).

The federal EVAFIDI grant program started in 2016, ran for 4 years, and the last intake was July 2020. We were unsuccessful in this last round of grants. A debrief meeting with the granting agency afterwards revealed the program was heavily oversubscribed in its final year and winners were generally applicants in northern and central provinces, and applicants that filled the “65km” gap criteria. The overarching goal of the NRCAN program was to cast a national net of EV fast chargers no more than 65km apart. Lions Bay did not fit that one specific criteria since the lower mainland already has a lot of charging infrastructure. We scored high on proximity to a major artery as well other evaluation criterion, including proximity to multi-family dwelling units (MFDUs), places of employment, and retail. In addition to supporting GHG reduction EVAFIDI looks to promote EV adoption in MFDUs, work related commuting, and economic development in general. Our proposed location meets all of these criteria.

Council has given staff the mandate to explore another grant under the recently launched Zero Emission Vehicle Infrastructure Program (ZEVIP). The program is a 5-year \$280 million program ending in 2024. ZEVIP has several application streams. Currently the proposal scope must include either two (2) fast chargers at minimum 50 kW each or a minimum of twenty (20) chargers at all charging levels. An opportunity to partner exists in the second scenario.

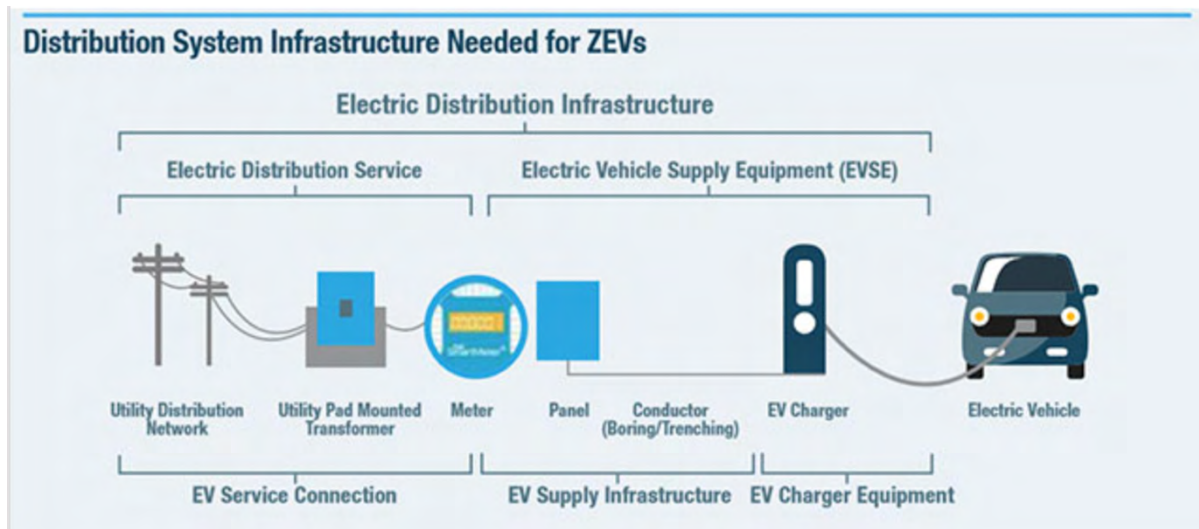


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The requirement for two (2) fast chargers is resulting in project scope and budget creep.

Technical scope creep, changing grant requirements, and inflation, unfortunately seem to be putting this project out of reach for Lions Bay. The following table summarizes the initial scope and the capital budget projected in 2019, and seeks to present alternative project delivery options.

The figure below illustrates a typical configuration:



Turnkey (boiler plate) packages offer a typical arrangement of infrastructure from the utility pole to the point of use and are designed to meet a broad range of customer needs. Initial feedback from turnkey providers indicates a budget well beyond what we had originally planned for.

We need to understand why turnkey packages are so expensive.

A review of technical requirements, options, and costs:

One of the main cost unknowns is the BC hydro transformer. One (1) 50 kW charger is roughly equivalent to the maximum power demand of a single-family home. Initial estimates from BC Hydro suggest the required 3-phase power supply could cost roughly \$25,000 with no real



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indication of capacity. A formal application to BC Hydro will firm up the actual cost. The applicant (Lions Bay) receives a cost estimate without any commitment to proceed, however this can take several months to a year.

Further to the BC hydro transformer it would be prudent to let a public RFP with the basic project requirements to attract local contractors and vet bids against turnkey package pricing.

The following table outlines original budget, turnkey package pricing typically based on a boiler plate design, including contingencies and design costs (possible specifications beyond Lions Bay requirements), and alternative project delivery budgets with some elements of self-performance and a focused scope customized to our specific needs.

| Date | Scope | Grant name | Grant funding | Budget estimate | Village contribution | Funding gap | Cost per connection |
|---|--|------------|---------------|-----------------|----------------------|-------------|----------------------|
| BASELINE HIGH LEVEL BUDGET ESTIMATE TO KICK THE PROJECT OFF – BASED ON COMPARABLE PROJECTS | | | | | | | |
| 2019 | 1-50kW charger, meter, panel, 75kVa transformer | EVAFIDI | 75% | \$100,000 | \$25,000 | \$0 | \$100,000 |
| TURNKEY PACKAGE PRICE ESTIMATES – DESIGN, CONSTRUCTION, CONTRACT MANAGEMENT | | | | | | | |
| 2021 | 2-50 kW chargers, large kiosk, large transformer | ZEVIP | 75% | \$\$\$\$\$\$\$ | \$25,000 | \$\$\$ | TOO HIGH |
| 2021 | 1-50 kW charger, large kiosk, small transformer | Clean BC | 50% | \$\$\$\$\$ | \$25,000 | \$ | TOO HIGH |
| SELF PERFORM PROJECT DELIVERY MODEL ESTIMATES – SIMPLIFIED TECHNICAL SCOPE* | | | | | | | |
| 2021 | 1-50 kW charger, meter kiosk, 75 kVa transformer | Clean BC | 50% | \$\$\$\$\$ | \$25,000 | \$ | OVER BUDGET |
| 2021 | 2-50 kW chargers, meter kiosk, 150 kVa transformer | ZEVIP | 75% | \$\$\$\$\$ | \$25,000 | \$ | MODESTLY OVER BUDGET |

*this approach will require public RFP to validate budget projections and could be further reduced by self-performing civil work, design, and project management.

Project Delivery models:

Turnkey – this type of project delivery model is the “easiest” in that the customer (in this case the Village) just has to pay and the vendor does everything else. A turnkey package is typically based on a boiler plate design intended to satisfy a broad range of customers.



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What is usually included in a turnkey project:

Creating a drawing package, coordinating any required engineering and municipal permit requirements (possible engineering seals and letters of assurance, survey), coordinate power supply with BC Hydro, manage inspections by relevant professionals, oversee construction activities, manage equipment delivery to site, keep track of project budget and schedule. It will include a contingency, profit, and likely be based on the highest municipal standards which may exceed requirements for Lions Bay.

Self-perform – this type of project delivery model could take advantage of skills within the Village to offset some of the project costs.

In the case of this specific project the preliminary drawings do not need a lot more work to be ready for construction. From a civil perspective this is a very simple project, a few concrete pads, some buried conduit, and bollards. Let's capitalize on the work we've done to date.

An electrical drawing package would likely only require a single line diagram, load and line list, panel details and electrical bill of materials. A single drawing capturing these elements in coordination with the vendor supplied information should be sufficient for a licensed commercial electrical contractor with oversight by a registered electrical engineer. An experienced licensed electrical contractor can coordinate the power drop and required TSBC electrical permit in coordination with municipal staff oversight and help from an electrical engineer if required.

Public works can tender the project as a supply and install contract based on a set of ready for construction drawings.

A public RFP based on the most basic code compliant scope would provide additional budget numbers to allow council to evaluate the best value. The RFP can be based on the preliminary drawing package, and an understanding the Village will supply a construction drawing set.

I am willing to volunteer to coordinate a ready for construction drawing package complete with professional seals and letters of assurance in coordination with and seeking ultimate



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approval from public works and staff. Staff to advise on any liability concerns during this process.

I will volunteer to draft the ZEVIP grant application with support from staff. In consultation with the NRCAN grant review panel I was able to garner valuable feedback to bolster our next application.

I will volunteer to review the RFP to ensure technical alignment with the design intent.

Why do I feel suited to provide this technical input? I have over 20 years of professional engineering experience and I am an active and registered professional engineer in BC.

I have worked through complex permit applications as the registered coordinating professional and professional of record to get hydrogen fuelling infrastructure built in Vancouver, Burnaby, North Vancouver, Saanich, and Kelowna.

I have a working relationship with TSBC, and significant experience working on multidisciplinary engineering projects with far greater technical scope than this very simple project.

The goal here is to get value from the work we've already done, take advantage of the skills we have at our disposal and execute on a project that we've had a mandate to explore since 2019.

We need to get a solid grant application pulled together in the Lions Bay way. Aligning ourselves with a boilerplate vendor package and a turnkey delivery model is a luxury I believe we cannot afford.

Council needs to be forward looking on GHG reductions. The industry is aggressively shifting toward electrification and we have an opportunity to be a purveyor of green power for the foreseeable future.



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Follow Up Action:

Issue a public RFP for basic code compliant scope asap. This will add additional supporting information for the grant application. Time is of the essence now that the June 22nd deadline is fast approaching.

Recognizing the Village would have 24 months to complete the project after grant award, public works could consider tackling the civil works element of the project to prepare it for the electrical contractor with no major schedule pressure. This would be done in a further effort to drive down initial capital. Being awarded a grant does not imply we have to proceed with it if fixed tender costs make it prohibitive.

CAC consider options in parallel during the grant application and review period, explore fundraising options, finding local electrical and civil engineers that may want to contribute to this GHG reduction project.

Lastly, the firehall has 3-phase power. Do we know if there is any spare capacity there? Could we locate the charger closer to the firehall to take advantage of that power?

Communication Plan: TBD



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| | | | |
|-------------------|---|---------------------|--------------|
| Type | Request for Decision | | |
| Title | Electric Vehicle DC Fast Charging Station | | |
| Author | Norman Barmeier | Reviewed By: | Peter DeJong |
| Date | March 14, 2019 | Version | |
| Issued for | March 19, 2019 Council Meeting | | |

Recommendation:

- (1) THAT Council approve Staff to investigate best location for Electric Vehicle DC Fast Charging Station for 2 vehicles in terms of access to power and space; and
- (2) THAT Council authorize Staff to initiate a connection request with BC hydro and pay the associated design deposit of approximately \$500; and
- (3) THAT Council budget \$5,000 for preliminary charging station design to support the initial BC Hydro connection request; and
- (4) THAT Council direct the IC to pursue DC fast charging station “terms of reference” including ownership, maintenance, reliability, and user payment format.

Attachments:

- (1) Conceptual Electric Vehicle DC Fast Charging Station drawing.
- (2) Electrical Services Information form (BC Hydro)
- (3) Service Meter Application form (BC Hydro)
- (4) Example DC charger (public interface unit)

Key Information:

In light of the recent provincial Zero Emission Vehicle (ZEV) mandate and an ever-growing presence of electric vehicles in the lower mainland and Lions Bay specifically, the need for charging infrastructure continues to grow. In order to support the ZEV mandate, promote ZEV’s in Lions Bay, and show leadership on the topic, Lions Bay should investigate providing DC fast charging infrastructure.



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With a defined location and an assigned BC Hydro designer the municipality can effectively ascertain the actual project terms of reference and costs associated with pursuing a DC fast charging station power supply.

Following the BC Hydro service request and project initiation, the BC Hydro design representative will provide the municipality with a design and cost estimate to install power to the charging station location. The design deposit for this work is typically around \$500.

The preliminary design to support the request for connection could be managed by Public Works with support from an electrical engineer. The level of preliminary engineering support will become apparent upon initial discussions with the assigned BC Hydro designer.

Steps to submitting a commercial service connection request:

| BC Hydro Electrical Connection Request, Design, and Energization Process | | |
|--|---------------------------------------|---|
| 1 | Request a connection | Pursue these steps now to get a firm cost estimate from BC Hydro with respect to getting power to the location. |
| 2 | Project Initiation (deposit required) | |
| 3 | Detailed design and cost estimate | |
| 4 | Payment & construction planning | Pursue these steps after evaluation of total project cost and merit. |
| 5 | Energization | |

https://app.bchydro.com/accounts-billing/electrical-connections/multi-residential-commercial-connections.html?WT.ac=ec_ec_multires

With the cost and logistics of providing power to the charging station location in hand the Village can then take the next steps in selecting the charging equipment.

Generally, the provision of power to the charging station location is the biggest unknown. The civil works and distance to the location is the factor that impacts that cost. Starting by defining this cost up front will support establishing a fixed project cost.

Typical project elements and cost:

| Project Elements | Factors impacting cost | Typical cost |
|--------------------------|------------------------------|---|
| Power supply to location | Distance and available power | TBD by initial design work requested here |
| Transformer and Kiosk | Number of chargers | ~ \$15,000 per charger |
| Charger | Model and features | ~ \$45,000 per charger |



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Cost Recovery:

While some civic locations in other places are free to users, many charging stations charge fees for use of the facilities, particularly where Fast Charging equipment is employed, to assist with cost recovery of the operational costs from those who benefit from the use. There is some room to charge and there are various POS systems (point of sale), so some investigation needed here. That being said, there is likely little in the way of capital cost recovery potential, so ideally we would find grants and/or fundraise.

Options:

- (1) Approve all 4 recommendations to develop a firm project scope and budget.
- (2) Approve recommendation 1 and then revisit 2, 3, and 4 after a location has been determined.
- (3) Do nothing.

Preferred Option: Option 1 as it is unlikely that no suitable location is available. In order to have enough information to make an informed “go-no go” decision all 4 recommendations need to be answered.

Legal Considerations: Any Municipally provided infrastructure should be located on land owned by the Municipality. The OCP includes an admonition that the Municipality support new forms of low emission vehicular transportation, particularly given the estimation that 92% of Greenhouse Gas (GHG) emissions in Lions Bay is due to transportation related activities.

Financial Considerations: Per the above and additional potential costs in respect of the electrical engineering design work. Provision of charging stations might also be a requirement of any new developments (eg: Centre Rd. Condos and/or PW Yard) or be funded from Community Amenity Contributions (CACs) related to development(s).

Other Considerations:

- a. **Official Community Plan:** The OCP includes an admonition that the Municipality support new forms of low emission vehicular transportation, particularly given the estimation that



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92% of Greenhouse Gas (GHG) emissions in Lions Bay are due to transportation related activities.

- b. Asset Management Investment Plan:** Life expectancy of ZEV charging stations appears to be 25 years so recognition of ultimate replacement costs ought to be considered.

Follow Up Action: Per Council direction.

Communication Plan: TBA

| Metering Information | | | | | | |
|---------------------------------|--|-------------------------|--|--|----|--------|
| Total number of meters | Residential: | | | Commercial: | | |
| Meter details | Meter type: 1 Phase 3 Phase TBD | | | Voltage: 120/240 120/208 347/600 TBD | | |
| | Number of wires: | | | Other: | | |
| Current transformer CT type: | Bar | CT lugs conductor size: | | x | | Window |
| | | Conductor to CT lugs: | | Cu | Al | |

Energization

- Energization of the project will be scheduled upon receipt of:
 - Necessary approvals, permits from appropriate authorities, including municipal, electric inspection and other utilities.
 - Execution of all required documents, including application for service, service agreement(s) and rights-of-way, as required.
 - Completion of metering identification and receipt of electrical room keys.

Electric Service Information Form: Return by email to the BC Hydro office nearest to the service location listed below.

| | | |
|-----------------------------|--|--|
| Lower Mainland South | Surrey, Richmond, Delta, Langley, White Rock | Fv.Design@bchydro.com |
| | Abbotsford, Chilliwack, Hope, Mission | FVE.design@bchydro.com |
| Lower Mainland North | Vancouver, Burnaby | Van-Bby.Design@bchydro.com |
| | North Shore Coastal | design.nsc@bchydro.com |
| | Coquitlam, Tri-Cities, Maple Ridge | design.coq@bchydro.com |
| Vancouver Island | Victoria | Design.svi@bchydro.com |
| | Nanaimo | cvi.design@bchydro.com |
| | Duncan and Gulf Islands | design.dcn@bchydro.com |
| | Courtenay, Campbell River, Port Alberni and Qualicum | Design.nvi@bchydro.com |
| South Interior | Thompson/Shuswap – 100 Mile House, Cache Creek, Merritt, Salmon Arm, Valemount, Kamloops | design.ts@bchydro.com |
| | Vernon, Westbank Cranbrook, Fernie, Invermere, Nakusp | design.ok@bchydro.com |
| North Interior | Prince Rupert, Terrace, Smithers, Vanderhoof, Prince George, Quesnel, William Lake, Fort St John, Dawson Creek | design.nr@bchydro.com |

Please note: incomplete information can lead to both project delays and added costs.

Application for a BC Hydro Account

This application for service is to set up your electricity consumption billing for a **temporary construction meter, temporary master meter and permanent meter account**. An application for each of these meter types will be required. To avoid any delays to your meter installation or electrical service connection, please complete and submit this form to your BC Hydro Distribution Designer.

For new customers or companies: this form will only be accepted if submitted by someone with signature authority for this account. You are considered the business owner (president, principal or partner) or currently have account authorization for another BC Hydro account for this business.

This application is for a:

Temporary construction meter

Temporary master meter

Permanent meter account

Business information

If during the construction phase a different company name is required for the electrical service, it's the customer's responsibility to notify BC Hydro of any name changes. BC Hydro will not be responsible for corrections after bills are issued.

Business or company name: _____

British Columbia Business ID (Registration Number): _____

Business type (e.g. Developer, Property manager): _____

Has the same business name ever been used to apply for BC Hydro service? Yes No

Will this business or company name be used until the project is completed? If no, provide the business or company name that will be used for billing purposes. The business or company name cannot be changed once we've set-up the BC Hydro accounts.

Yes No

Company Name: _____

Business owner

President, principal or partner name: _____

Phone number: _____

Other principals or partners: _____

Account authorization information

Your name: _____

Your position: _____

Your email address: _____

Your phone number: _____

Your cell phone number: _____

Do you have signature authority for this account? Yes No

Are there any other authorized contacts? BC Hydro can only speak with authorized contacts listed on the account. If not listed on application, BC Hydro will not be able to discuss the account.

By providing account authorization, the named authorized contacts will be able to manage any account registered to your business. This includes accessing billing information and making changes to the account, including canceling or applying for service to stop or start billing for accounts registered to your business.

Yes No

List of authorized contacts: _____



Service location/Civic address

If there are changes to the Service location/Civic address during the project, it is the customer's responsibility to inform BC Hydro. BC Hydro will not be responsible for correction after bills are issued.

Service location(s)/Civic address(s) (list all addresses for project):

City: _____

Postal Code: _____

Billing address

Is the billing address the same as the service location? If no, please provide the billing address. Yes No

Mailing address: _____

City: _____

Province: _____

Postal Code: _____

Consolidated billing

Customers with multiple BC Hydro accounts may choose a consolidated bill. Consolidated bills arrive as a single bill inclusive of all individual accounts billed that month.

Would you like to set up consolidated billing? Yes No

If you have an existing consolidated bill, please provide the Consolidated Account number: _____

Declaration for electricity service

By submitting this application, I am confirming I have signature authority for this account or have previously been granted account authorization by someone with signature authority and request BC Hydro to establish electricity service at the service location stated above. I understand that I will be responsible for paying for the electricity used at the service location. Please see terms and conditions below.

Signature: _____ Date (yyyy/mm/dd): _____

Print Name: _____

TERMS AND CONDITIONS

Except as otherwise provided in the Service Agreement, a Person becomes a Customer and Service commences when:

1. BC Hydro connects or re-connects the Premises to BC Hydro's electrical system; or
2. The Person's right to possession of the Premises commences, whichever is later and regardless of whether such Person has completed and signed an application or any contract for Service, and Service will continue until Terminated by BC Hydro or the Customer.

PRIVACY

The business personal information (e.g. your name and your business email address, contact telephone number, details that may otherwise be on your business card) collected on this form is required for the purposes of establish and servicing an electrical connection. BC Hydro collects this business personal information solely for the purpose of enabling you, should you so choose, to access and use this form to establish a new electrical connection.

BC Hydro serves customers in accordance with the Electric Tariff regulated by the British Columbia Utilities Commission (BCUC), and in compliance with the Hydro and Power Authority Act. If you have questions about the collection of your personal information as described in this notice, please contact us at 1 800 BCHYDRO (1 800 224 9376).

Express 250

Specifications and Ordering Information



Express 250

Ordering Information

The order codes below represent specific product configurations. Other product options are available. Please contact ChargePoint Sales for information and order codes.

Hardware

| Description | | Order Code |
|-------------|---|----------------------------------|
| Model | Express 250 Station (50 kW) includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA) | CPE250C-CCS1-CHD |
| | Express 250 Station (50 kW) includes 2x Power Modules, 1x CCS2 cable, 1x CHAdeMO cable (NA) | CPE250C-CCS2-CHD |
| Option | Other cable combinations are available using CCS1, CCS2 and CHAdeMO connectors. | Please contact ChargePoint sales |

Cloud Plans and Software

| Description | Order Code |
|---|---|
| ChargePoint Cloud Plan | Please contact ChargePoint sales |
| ChargePoint Assure — Prepaid Assure Plan for one Power Module. Express 250 requires 2x EXPRESS-ASSURE n to cover the two Power Modules and the CPE250 station. | EXPRESS-ASSURE n ¹ |
| ChargePoint Assure — Assure Plan for one Power Module and invoiced annually. Express 250 requires 2x EXPRESS-ASSURE n to cover the two Power Modules and the CPE250 station | EXPRESS-ASSURE n -COMMIT ¹ |
| Software upgrade token for Express 250 to increase max power from 50 kW to 62.5 kW | CPE250C-625-UPGRADE |
| Station Activation and Configuration | CPSUPPORT-ACTIVE |

All CPE250 stations require a cloud plan.

¹ Substitute desired years of service (1, 2, 3, 4, or 5 years) for n

Order Code Examples

| If ordering this... | ...the order code is |
|---|----------------------|
| Express 250 Station (50 kW) includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA) | CPE250C-CCS1-CHD |
| 3 years of prepaid Assure coverage upon successful site validation. Assure covers Power Modules & station. Express 250 requires 2x EXPRESS-ASSURE3 for its 2 Power Modules. | 2 x EXPRESS-ASSURE3 |
| Station Activation and Configuration | CPSUPPORT-ACTIVE |

Express 250 Specifications

Station Electrical Input

| | |
|--------------|---|
| Input Rating | 400V AC, 3-phase, 100A, 50 Hz 480V AC, 3-phase, 80A, 60 Hz |
| Wiring | L1, L2, L3, Neutral & Earth |

Station Electrical Output

| | |
|--------------------------|---------------|
| Max Output Power | 62.5 kW* |
| Output Voltage, Charging | 200–1,000V DC |
| Max Output Current | 156A |
| Max Modules per Station | 2 |

* Default is 50kW, upgrade token is required to access 62.5kW

Paired Station Electrical Output

| | |
|---------------------------|---|
| Paired Max Output Power | 125 kW |
| Paired Max Output Current | CCS1: 174A, CCS2: 200A, CHAdeMO US: 140A EU: 125A |

Power Module

| | |
|-------------------------------|----------|
| Max Output Power per Module | 31.25 kW |
| Max Output Current per Module | 78A |

Station Functional Interfaces

| | |
|---------------------------------|---|
| Max Connector Types per Station | Up to two different connector types per station |
| Supported Connector Types | CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23) |
| Cable Length with Swing Arm | Full Horizontal Reach: 4.27m (168")* |
| Driver Interaction Display | Full-color 254 mm (10 in) LCD display for driver interaction |
| Top Display | Full-color 508 mm (20 in) LED display for notifications |
| Authentication | RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (U _R) Tap to Charge (NFC on Apple & Android) Plug and Charge: IEC 15118-1 Remote: Mobile and in vehicle (if supported by vehicle) |

* Horizontal reach to typical vehicle charging port: 3.76m (148")

Connectivity Features

| | |
|-----------------------------------|---|
| Local Area Network | 2.4 GHz and 5 GHz WiFi (802.11 b/g/n) |
| Wide Area Network | 4G LTE (fall back to 3G GSM) |
| Supported Communication Protocols | OCPP |
| Service and Maintenance | Remote system monitoring, diagnostic, and proactive maintenance |

Energy Management Features

| | |
|--------------------------|--|
| Dynamic Power Management | Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station |
| Remote Energy Management | Manage output power via the ChargePoint Admin Portal, API, and Open ADR 2.0b VEN |

Safety and Operational Ratings

| | |
|------------------------------------|---|
| Vehicle Safety Communication | CHAdeMO – JEVS G104 over CAN, CCS1 – SAE J1772 over PLC and CCS2 – IEC 61851-23 |
| Plug-out Detection | Power terminated per JEVS G104 (CHAdeMO), SAE J2931 (CCS1) and IEC 61851-23 (CCS2) |
| Station Enclosure Rating | Type 3R, IP44 |
| Safety Compliance | UL listed: complies with UL 2202, UL 2231-1, UL 2231-2 CE marking: complies with IEC 62196, IEC 61851 |
| Station Surge Protection | Tested to IEC 6100-4-5, Level 5 (6 kV @ 3,000A). In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended. |
| EMC Compliance | U.S.: FCC part 15 Class A; EU: EN55011, EN55022 and IEC61000-4 |
| Power Module Conversion Efficiency | Up to 96% |
| Power Factor | 0.99 at full load |
| Harmonics | iTHD < 5% (Complies with IEEE 519 Requirements) |
| Power Module Cooling | Liquid Cooling Technology |
| Operational Altitude | <3,000 m (<9,800 ft) |
| Operating Temperature | -30°C to 50°C (-22°F to 122°F) |
| Storage Temperature | -40°C to 50°C (-40°F to 122°F) |
| Operating Humidity | Up to 95% @ 50°C (122°F) non-condensing |

Generic Specifications

| | |
|----------------------------------|---|
| Station Dimensions | 2,230 mm x 712 mm x 420 mm (7'4" x 2'4" x 1'4") |
| Station Weight (without Modules) | 250 kg (551 lb) |
| Power Module Dimensions | 760 mm x 430 mm x 130 mm (2'6" x 1'5" x 5") |
| Power Module Weight | 45 kg (98.5 lb) |

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document

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chargepoint.com

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Lions Bay DC Fast Charging Station
4010 Crosscreek Rd
Lions Bay, British Columbia

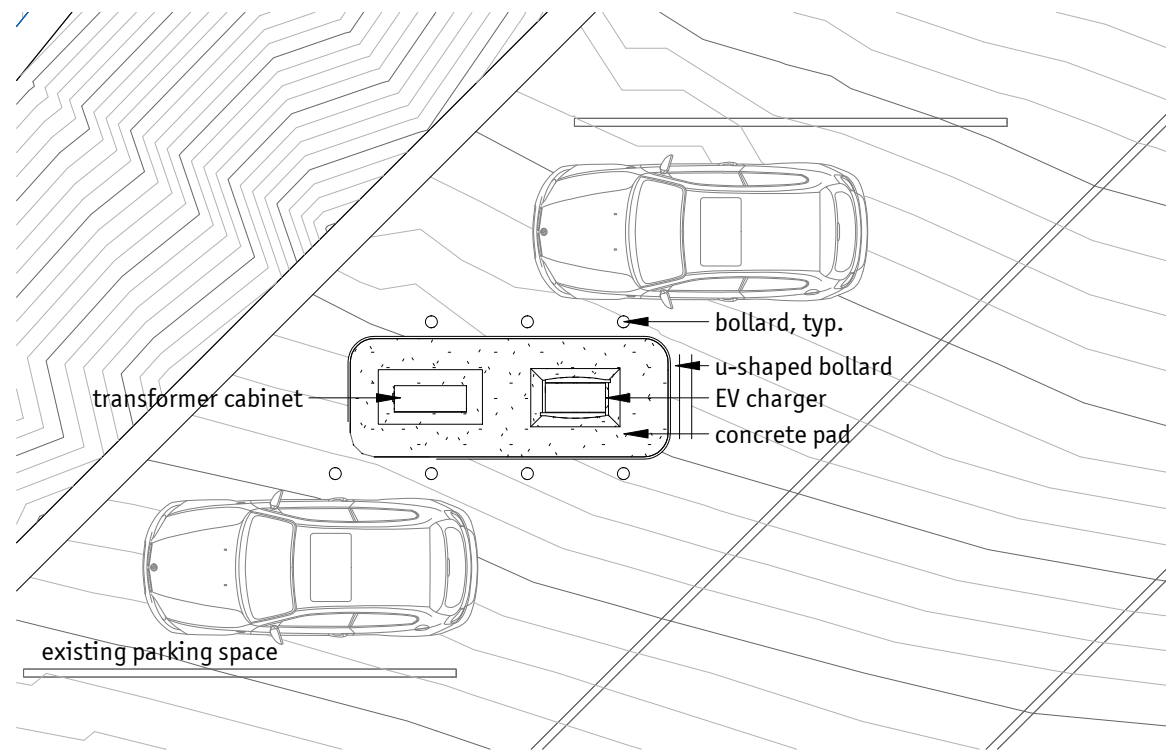
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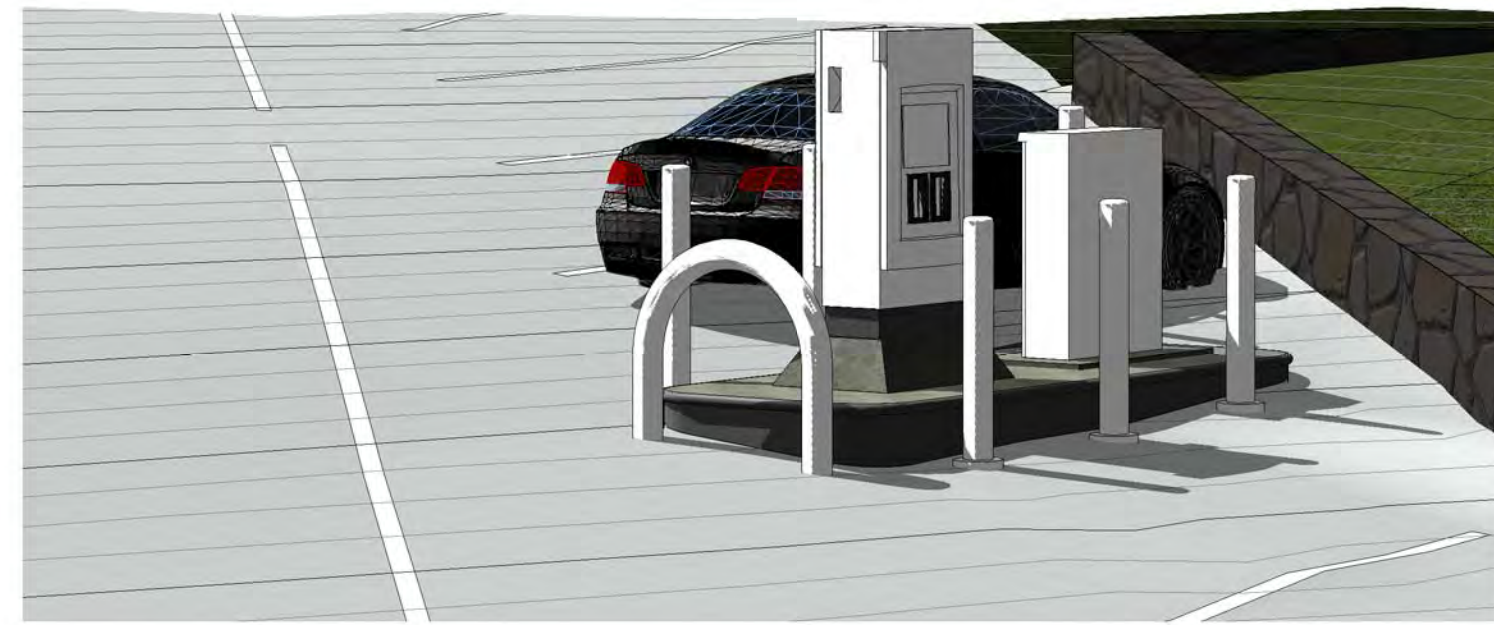
heather ljohnston architect aibc
PLACE architect ltd.
6262 st georges avenue
west vancouver bc
778 279 7274 studio
778 386 6769 cell
heather@placearchitects.com

A1

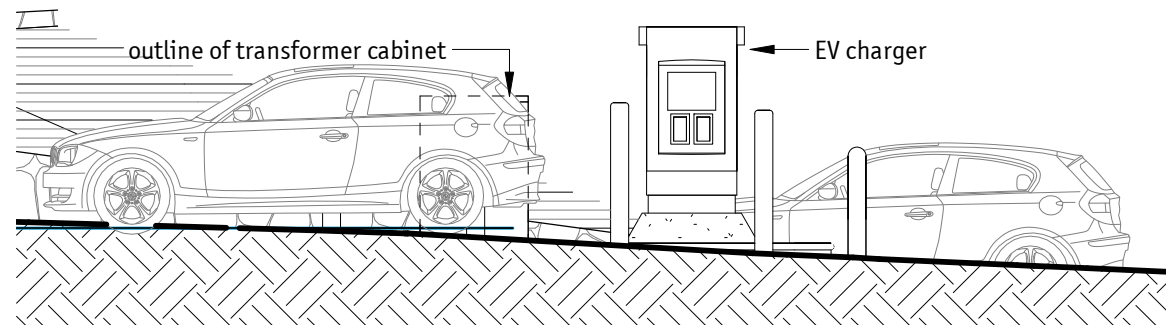
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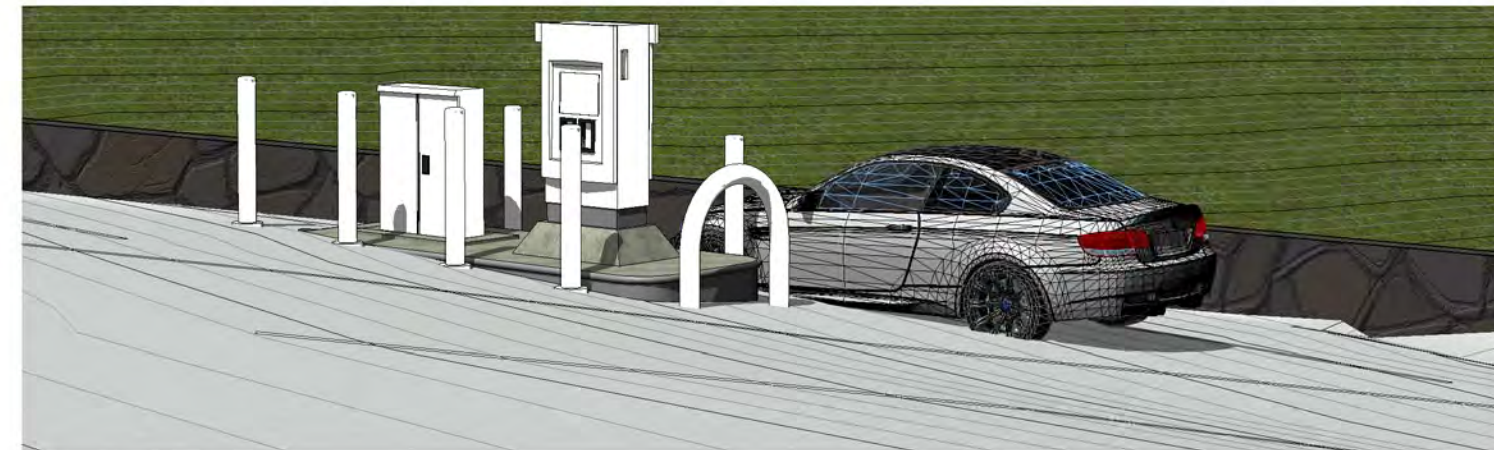
1 plan
A1 scale - 1/8" = 1'-0"



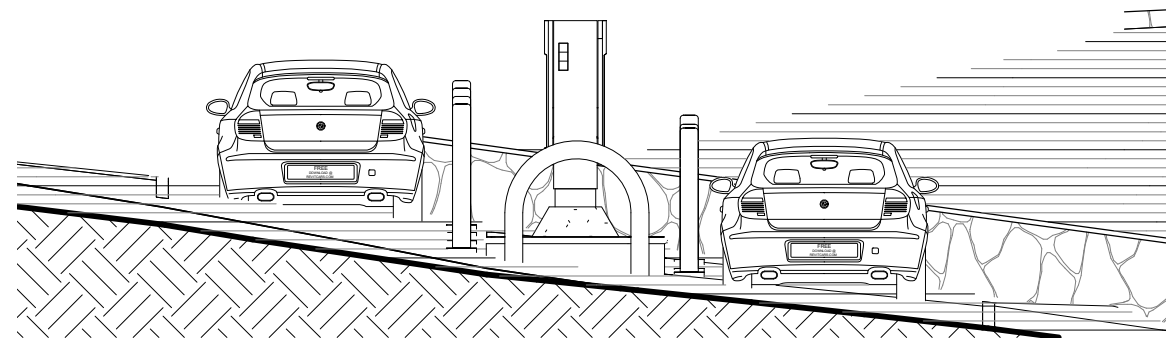
4 3d view 1
A1



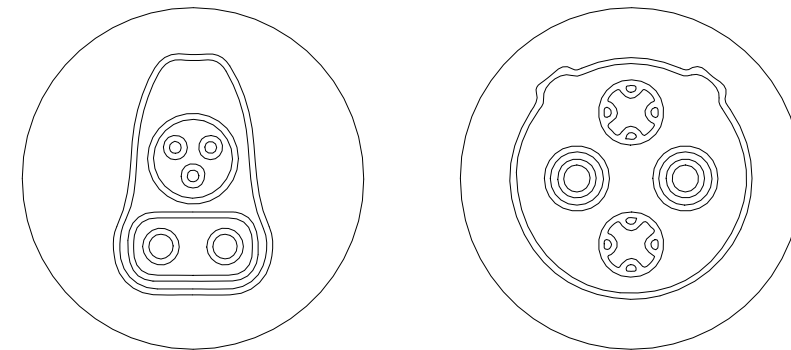
2 section 1
A1 scale - 3/16" = 1'-0"



5 3d view 2
A1



3 section 2
A1 scale - 3/16" = 1'-0"



6 ev connector types
A1

Fast Charging Station Specifications - proposed

| | |
|---------------------------|------------------------------|
| vehicles served | 2 at the same time |
| station output | up to 62.5 kW |
| battery voltage supported | 200 to 1000 Volts |
| connectors supported | CHAdEMO, and SAE J1772 Combo |

7 station specifications
A1



May 3, 2019



Village Update

Your Weekly News & Updates

Updates from Mayor and Council

From the desk of **Councillor Barmeier**

Back to the Future in Lions Bay – Supporting the Adoption of ZEVs in BC

With gas prices soaring and the need for environmental protection on everyone's mind, alternative fuel vehicles are gaining in popularity. In fact, by 2025 10% of all cars sold in BC will have to be ZEV, 30% by 2030, and 100% by 2040. Currently you will find almost every auto manufacturer has ZEV models on offer.

The Lions Bay Official Community Plan outlines our goals in policy and action for the protection of air quality and noise levels.

Electric vehicles do both of these things; zero emissions and near silent operation.

On March 19th, 2019 council carried my motion to investigate DC Fast charging in Lions Bay and allocated up to \$5,500 for this first step. We want to take direct action to provide ZEV fueling infrastructure for Lions Bay residents as well as passers-by. Wouldn't it be nice to have cleaner air to breathe and reduce the amount of noisy petrol vehicles passing through? It's a win-win for everyone.

What is a ZEV?

Specifically, ZEV stands for zero emission vehicle. Examples of these are BEV (battery electric vehicle) and FCEV (fuel cell electric vehicle). Currently the majority of ZEVs on offer are battery electric.

What is **DC fast charging**?

DC fast charging is a quick way to charge the battery in your electric car. BEVs can be charged in 3 different ways. The industry jargon refers to level 1, level 2, and level 3 charging. Where level 1 is a conventional 120V AC plug found around your house. Level 2 is similar in power supply to a stove's 208-240V AC, 30-40 amp circuit. Level 2 chargers are generally installed in your garage or driveway by an electrician. Level 3 is a high voltage direct current (DC) charging station.

Level 3 chargers, or **DC fast chargers**, are generally reserved for municipal, institutional, or commercial settings.

Table 1. Typical charging times for various chargers.

| Charging level | Charging voltage | Typical installation | Charger output | Range gained in 30 minutes | Charge time for 100km range |
|-----------------------------------|------------------|----------------------------|----------------|----------------------------|-----------------------------|
| Level 1 | 120 V AC | Ordinary household plug | 7 kW | ~25 km | ~4 hours |
| Level 2 | 208-240 V AC | Home based charger | 22 kW | ~75 km | ~80 minutes |
| Level 3 – DC fast charging | 600-1000 V DC | Municipal or institutional | 150 kW | ~300 km | ~20 minutes |

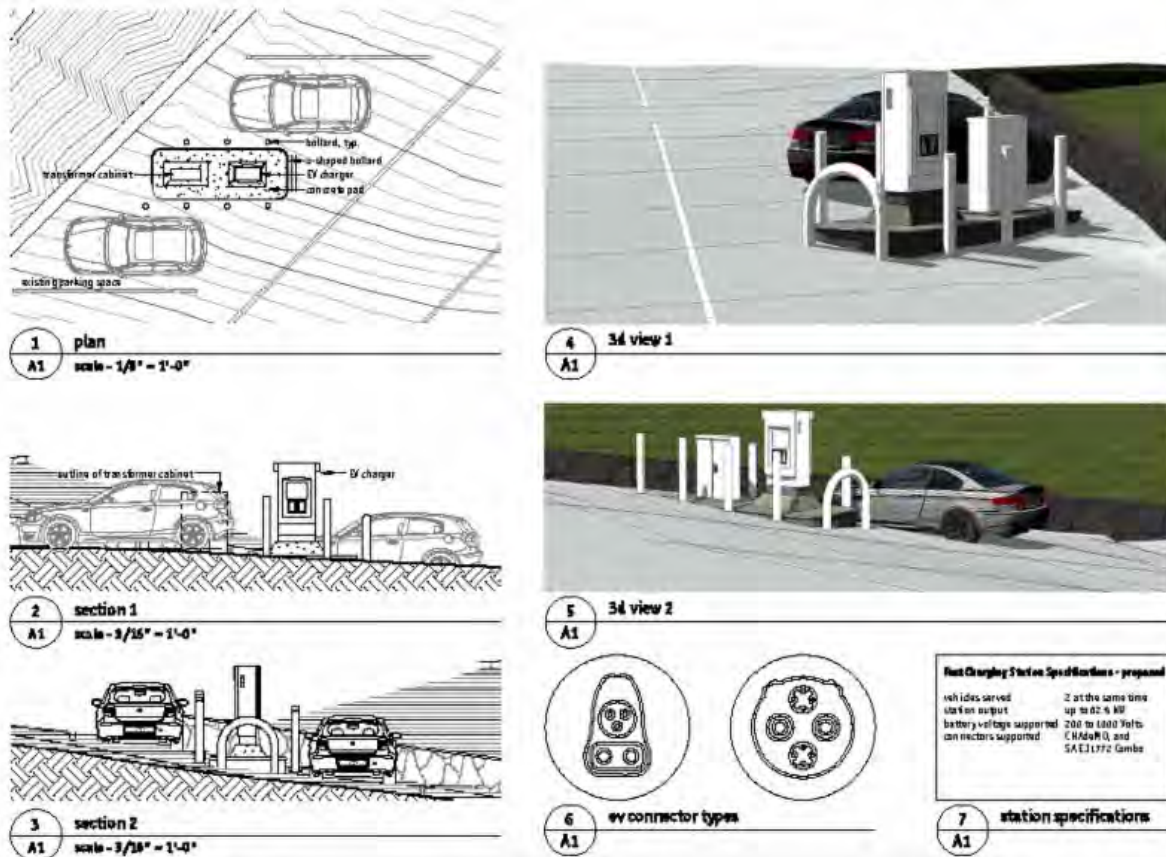
How much does it cost to drive 100 km in an average petrol vehicle versus an average electric vehicle?

| Energy source | Cost per unit | Total required to travel 100 km | Cost per 100 km |
|---------------|------------------|---------------------------------|-----------------|
| Petrol | \$1.70 per L | 10 L | \$17.00 |
| Electricity | \$0.0945 per kWh | 18 kWh | \$1.70 |

*the numbers here are average best estimates only.

What does a DC fast charging station look like?

We had a local architect develop a concept sketch for us. They believe in this initiative so they did the work for free.



What would a DC fast charging station cost and how would we pay for it?

While costs may vary due to a few factors, typical costs for a DC fast charging station are about \$80,000. The federal government, through the Electric Vehicle and Alternative Fuel Infrastructure Deployment Initiative is paying anywhere from 75-100% of the cost of eligible stations in the form of a grant. Of course, we need to apply and just like our infrastructure grants we are not guaranteed to win, but at least we've agreed to try.

We welcome your thoughts and feedback on this initiative. Click [here](#) or email feedback@lionsbay.ca or drop off your comments at the Village Office or through their afterhours mail slot. Your feedback will be reported back to Council next month.

With kind regards and an eye on the future,
Your councillor and engineer at heart, Norman Barmeier, P.Eng.



For more information on the Province's zero emission mandate click [here](#).

To find out about current ZEV incentive programs click [here](#).

Updates from the Municipality



Being so close to thriving natural ecosystems, Lions Bay shares its urban environment with wildlife big and small – and that means that we need to be mindful of potential conflicts between humans and wildlife.



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| | | | |
|-------------------|---|---------------------|---------------------|
| Type | Information Report | | |
| Title | DC Fast Charging Station – Resident Feedback | | |
| Author | Shawna Gilroy | Reviewed By: | Peter DeJong |
| Date | May 9, 2019 | Version | |
| Issued for | May 14, 2019 | | |

Recommendation:

THAT the Information Report, “DC Fast Charging Station – Resident Feedback” be received.

Attachments:

(1) DC Fast Charging Station – Resident Feedback

An additional letter was submitted by former mayor, Karl Buhr, which is attached as Correspondence to the Agenda.

Key Information:

Councillor Barmeier submitted an article in the May 3rd Village Update on DC Fast Charging Stations and the reasons why having a station installed somewhere in the Village would be beneficial.

He explained that the cost to install and maintain a charging station varies due to a few factors, but typical costs are about \$80,000. The federal government, through the Electric Vehicle and Alternative Fuel Infrastructure Development Initiative is paying anywhere from 75-100% of the cost of eligible stations in the form of a grant. Lions Bay would need to apply, however are not guaranteed to win.

Feedback from residents regarding this initiative was requested; much feedback was in favour of applying for the grant to support the charging station – several of whom stated owning an electric vehicle already, however others felt that it was not of sufficient benefit, especially if the grant was unsuccessful.

Follow Up Action:

None anticipated at this time.

Communication Plan:

None at this time.

| Full Name | Email Address | Your Feedback |
|------------|---------------|---|
| [REDACTED] | [REDACTED] | <p>Yes!!!! We absolutely should have a fast charging station.</p> <p>I have an electric car with a level 2 station in my driveway. I love it and think we, as a community, should support the EV technology.</p> <p>I also think that we should encourage the Lions Bay store to sell green products. Recycled content toilet paper, organic low packing food etc. It's easy to understand that we should all do our part when living in this amazing beauty.</p> |
| [REDACTED] | [REDACTED] | <p>Reading of the plans to install a charging station for the village and I fully support this. I would suggest that for our needs the level 3 is the way to go. For most residents they will have a level 2 at home and re-energizing their vehicles is done at home overnight. But there may be odd occasions a resident would need a quick charge that the level 3 would provide. Passers by would only really have benefit of a fast charger (level 3) Rather than the closer level 2.</p> <p>I use level 2 when I am parked for several hours but otherwise is not of value. When I park for short periods say a 1/2 hour and there is a Level 3 charger this is very valuable. I have used these at places downtown, Horseshoe Bay, the airport etc.</p> <p>Great Plan!</p> |
| [REDACTED] | [REDACTED] | <p>As a leaf owner I think this is fantastic. The horseshoe bay charger although close services lots of people coming from the island or Sunshine Coast. Ours will probably service people passing through. Most ev owners have level 2 at home so I don't foresee this helping people more than top up who live in lions bay. But all the same it will help the whole network and extend someone's range somewhere.</p> |
| [REDACTED] | [REDACTED] | <p>Very supportive of installing EV charging stations in Lions Bay. Thanks!</p> |
| [REDACTED] | [REDACTED] | <p>Thank you very much for the initiative. My wife Vivienne Gallegos and me think it is an excellent plan. We own an electric vehicle, an eGolf, and have installed a level 2 charger in the garage. However, having a level 3 charger in the village would be a great advantage. Kudos to you, councillor!</p> |
| [REDACTED] | [REDACTED] | <p>Love the EV station idea, let's go for it!!</p> |

| | | |
|-------------------|-------------------|---|
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>Thank you for asking for feedback. We appreciate all the work you do. I believe in EV's wholeheartedly. Any EV fast charging infrastructure costs as well as operational costs cannot be born by Lions Bay taxpayers. 100% of the capital costs must be paid with grants and 100%+ of the operational costs must be paid by the users. All costs associated with this initiative including the \$5,500 "first step" costs and ongoing and incidental costs including signage, media, maintenance and reserves for replacements must be covered, and not by Lions Bay taxpayers. Thank you, Ben Gauer 22 Brunswick Beach Rd.</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>Many thanks for your excellent and informative article. I have an electric car and can charge it at home but a quick charger would allow me to top it up if I get too low and need to make an unexpected trip. Electric cars from the city heading to Whistler and beyond could extend their range and perhaps make purchases from our store. Thanks again, Frank.</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>Re: Supporting the Adoption of ZEVs in BC comments by Norman Barmeier - well researched, accurate and appreciated We recommend LB application to the Electric Vehicle and Alternative Fuel Infrastructure Deployment Initiative Given LB location are would likely receive 100% funding</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>This is a welcome idea, particularly since the government is willing to pay so much of the cost. Also it is a long way between stations here on the Sea to Sky. I am very happy to say that I purchased an electric vehicle yesterday and happy to know that I won't be polluting our beautiful area on the long commute to Vancouver. As gas prices have risen so much there will be more and more people buying electric vehicles - thus more need for charging stations. On the day the federal government announced another grant for \$5,000.00, in addition to the provincial grant, there were 70 orders for the cheaper model Tesla.</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>I think it is a great idea. I am all fore lions Bay being a leader in clean air. Our next car will definitely be electric.</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>The idea is good if we can receive 100% funding. Any costs to the village should have been budgeted for or will take away from other expenses. Would we charge for the cost of hydro or increase our budget to pay for it? Where are we thinking of putting the station, on private property, at the works yard or at Municipal Hall? The occupants of the vehicle would be waiting around for half an hour or more. We have limited parking spaces available and I personally think the charging station should be on village land or it might cause problems in the future.</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>Yes i like to have EV charger in Lions Bay.</p> |

| | | |
|-------------------|-------------------|--|
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>Regarding the EV charging station I do not feel the village can afford this. We have seen large tax increases to maintain our existing infrastructure. The drawings provided show a very large footprint. Where will this station be installed?</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>I am against this initiative for two reasons:</p> <ol style="list-style-type: none"> 1) Lion's Bay residents owning EV or purchasing EV vehicles will have charging capabilities at their homes. Surely no one is buying an EV without charging capability at their residence. 2) Lion's Bay is under siege from tourists and passers-by getting off the highway to look around. We do not need to encourage any additional "passers-by" from entering our community. We have enough already, and barely if at all the proper infrastructure to support even more. <p>Yes, i am all for green initiatives and "sound/noise" management. It would seem that the energy/resources may be well spent working on initiatives to cull/eliminate or simply reduce the ever increasing "noise" associated with commercial truck "engine braking". Squamish port owned by Western Stevedoring has significantly increased their dock operations resulting in an increase in truck traffic up and down the sound. Many of these trucks employ "engine braking" technology that can be extremely noisy. Signage on the highway seems only somewhat effective. More can be done. I would guess many in the village are effected. This needs to be a priority in my humble opinion.</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>1st point - Who is going to pay for this? I don't want my taxes wasted on this project that has no benefit to people who do not own an electric vehicles. 2nd point - electric cars are not zero emission, the camicals from the production or disposal of batteries poison our enviroment. 3rd point - the bulk of the cost of driving an electrical vehicle is paid upfront when you buy it.</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>Re charging station. This would not affect residents in Lions bay as we would all charge at home. I think large shopping malls etc are where these should be placed. the average passer by does not stay for hours to boost our commercial revenue as we have so little, our money can be better spent elsewhere</p> |

| | | |
|-------------------|-------------------|---|
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>I say GO GO GO! I own a Chevy Bolt and I can't say enough about what a smart move it is to own an electric vehicle. Climate Change. We need to do everything we can and installing a fast charger in the village not only makes great sense, it's a necessity! Quieter, cleaner through traffic as well as a quick top up for villagers who forget to charge their car, (we've all forgotten to charge our mobile phones occasionally) and when we can't get up the mountain in those snow storms, it's a good back up when we can't make it up to our home charger. These are exciting times, thank you for taking the initiative, let's do this!</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>I believe Lions Bay would have a higher than average per capita adoption of ZEVs than most communities. We have 2 and there is almost 1 per house on Lions Bay Ave. Where are you proposing to put the charging station and who will monitor its use so homeowners are not shifting costs of charging to the village?</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>YES please to DC fast charging station!!!!!!</p> <p>I had to go twice to the one in horseshoe bay yesterday and they are becoming more and more popular. While I was there both times two people came up to me to ask me about buying an electric car. My EV is 3 years old so it only has 100 km range, but we have never looked back - it drives better then my Range Rover and as soon as there's an affordable SUV, we'll happily get rid of fuel.</p> <p>The time is now more than ever to do this, with politics what they are and the planet being at its absolute worst we need to change fast for future generations.</p> <p>Perhaps Lions Bay can think of more ways to use renewable energy...turbines in our rivers, solar for our direct sunny summer afternoons/evenings??</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>I have been involved with this for some time. (sound very noble.) This reminds me on the days when paper bags became a NO NO and the word was go to plastic.</p> <p>What is overlooked is; that the Lithium for the Battery in EV is extracted using fossil Fuel. The real Future Car will NOT be powered by a lithium fuel cell battery. It will be powered by a hydrogen fuel cell . Japan is actively perusing and initiating that option.</p> <p>Hope this to be of some help.</p> |

| | | | |
|-----|--------------|---|--------------------------------|
| | | Speeding on Sea to Sky – Mayor McLaughlin following up with Squamish Mayor & RCMP. | ongoing |
| 127 | May 5, 2020 | Options for Electronic Building Submissions | CAO DeJong – nothing to report |
| 133 | June 2, 2020 | G2: Mayor Rob, City of Port Moody, requesting support for homelessness solutions and advocacy | Mayor McLaughlin to reply |
| 134 | June 2, 2020 | R1: D. Miller re: parking | Mayor McLaughlin to reply |
| 135 | June 2, 2020 | R1: Brigitta Shore re parking | Mayor McLaughlin to reply |

8. Reports

A. Staff

i. CFO: Update on EV grant application (Page 21)

Staff Recommendation:

THAT Council authorize the Chief Financial Officer to sign the Proof of Funding letter for the Electric Vehicle and Alternative Fuel Infrastructure Deployment Initiative confirming that the Village of Lions Bay will contribute the amount of \$50,000 towards the Lions Bay Fast EV Charger project.

ii. Tides Canada changes its name to MakeWay (Page 33)

Staff Recommendation:

THAT the Information Report, “Tides Canada changes its name to MakeWay” be received.

iii. CAO: Filming Application for Lions Bay Beach Park (Page 39)

Staff Recommendation:

(1) THAT the film permit application for “Kite Festival of Love” be approved, subject to the following conditions:

(a) Park Closure – Council implements a temporary policy to not enforce the existing park closure order against the applicant for the dates of June 25, 26, 29 & 30, 2020.

(b) Parking – parking in the Lions Bay Beach Parking lot to be limited to approximately 4 work trucks including a generator, to be stationed as far away from the residences above as possible (additional generator to be stationed as close to the Beach Park as possible with efforts to be made to muffle the noise from both generators) with no trucks or equipment blocking the CN control



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| | | | |
|-------------------|--|---------------------|----------|
| Type | Information Report | | |
| Title | Lions Bay ZEV initiative – fast charger revenue projections | | |
| Author | Norman Barmeier | Reviewed By: | |
| Date | September 16, 2020 | Version | 0 |
| Issued for | September 22, 2020 | | |

Recommendation:

THAT the Information Report, “Lions Bay ZEV initiative – fast charger revenue projections” be received.

Attachments:

- (1) Revenue Projection Worksheet
- (2) City of Vancouver – Parking Meter By-Law No. 2952
- (3) Administrative Report – User Fees for City Owned and Operated Public Electric Vehicle Charging Stations.
- (4) May 3, 2019 Village Update

Key Information:

The proposed fast EV charger project promises to provide a continuous and reliable stream of revenue for the Village.

Council approved the investigation of fast EV charging infrastructure in the spring of 2019. A preliminary plan was designed and used to support an EVIFIDI grant application which was submitted in July 2020.

The grants if won may offset as much as 75% (up to a maximum of \$75,000) of the capital cost of the fast EV charging station. The grant can also be used to cover an extended service and maintenance plan.

With widely adopted service fees in the lower mainland for fast EV chargers, the Village has the potential to generate annual revenue for the life of the fast EV charger.

The current going rate for fast EV chargers in the lower mainland is \$0.27 per minute of use, or \$16 per hour.



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The City of Vancouver published usage data for their EV infrastructure in 2017 an average usage of 4.5 hours per day, with more popular locations seeing usage over 12 hours per day. EV adoption and usage have and will continue to increase as more drivers switch to electric vehicles. As a result of increased usage, increased fast EV charger meter revenue will be realized over time.

Table below summarizes potential annual net revenue from one metered fast EV charger:

| Utilization | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Total |
|-------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| 2hr/day | \$8,238 | \$8,485 | \$8,740 | \$9,002 | \$9,272 | \$9,551 | \$9,837 | \$10,132 | \$10,436 | \$10,749 | \$94,448 |
| 4hr/day | \$17,626 | \$18,154 | \$18,699 | \$19,260 | \$19,838 | \$20,433 | \$21,046 | \$21,677 | \$22,328 | \$22,997 | \$202,062 |
| 8hr/day | \$23,884 | \$24,600 | \$25,338 | \$26,098 | \$26,881 | \$27,688 | \$28,518 | \$29,374 | \$30,225 | \$31,163 | \$273,804 |
| 12hr/day | \$33,271 | \$34,269 | \$35,297 | \$36,356 | \$37,447 | \$38,570 | \$39,727 | \$40,919 | \$42,147 | \$43,411 | \$381,418 |

While these numbers are projections only, they demonstrate the potential for reliable and increasing revenue over time.

The proposed fast EV charger infrastructure project allows for expansion of up to 4 fast EV chargers at an incremental cost. For each additional charger an additional revenue stream may be realized.

Follow Up Action: Staff to confirm BC Hydro billing model, demand charges, and any potential EV charger incentives or discounts available. CAC to do further research on current demand and use scenarios.

Communication Plan: Once we receive notice from the EVIFIDI grant award, win or lose, I'd like to write a Village Update article summarizing the effort to date.

- Compliance with civil standards
- Whether sidewalks are part of the design
- Concerns regarding Village's budget commitment
- Numerous contractors may be involved for different aspects of the project
- Taking away from other projects
- Local contractors can benefit from extra work
- Good legacy for 50th Anniversary

Moved/Seconded

- (1) THAT Council supports the Lions Bay Avenue Connector Project;
- (2) THAT the Village of Lions Bay will be responsible for managing the project to completion by December 31, 2021 and in accordance with the design guidelines provided by TransLink;
- (3) THAT the Village of Lions Bay will be responsible for the financial management of the project, including contribution of its share of 25% of the costs up to \$68,667 and any cost overruns or ineligible expenses;
- (4) THAT staff take any additional steps required to secure the grant funding for the Lions Bay Avenue Connector Project, including bringing forward for Council consideration an agreement with TransLink in respect of the project.

CARRIED

OPPOSED: COUNCILLORS ABBOTT AND BAIN

B. Mayor

i. Village Update Statistics – verbal update

Mayor McLaughlin provided statistics on the Village Update readability, noting:

- 832 people receive the VU, 68% open rate, 14% click rate (78 clicks)
- popular subjects that people click on are garbage collection schedules, Mayor's Message, Metro Vancouver's Wood Burning Bylaw, community events
- overview of subjects in letters to Council

C. Council

i. Councillor Barmeier – Electric Vehicle DC Fast Charging Station

Discussion ensued on:

- Clarification of location of DC charger to North side of municipal hall

Councillor Barmeier presented on the DC Fast Charging station, noting:

- Background and history of grant submissions
- Background of grant programs

- Current trends
- Overview of current program, ZEVIP
- Benefits of location of Charging Station
- 75% grant

Discussion ensued on:

- Revised architectural set to confirm exact location
- Charger will charge one vehicle at a time
- Size of transformer
- Hidden items
- Concerns of parking at the hall when activities in place
- Increase of use of electric vehicles in Village

Moved/Seconded

- 1) THAT Council approve locating a single DC charger at the North side of municipal hall along Crosscreek Road instead of the steeper area at the intersection of Crosscreek and Oceanview; and
- 2) THAT Council authorize additional revisions to the Architectural set to reflect the alternate location at municipal hall; and
- 3) THAT Council authorize staff to re-submit a revised version of the grant application under the February 2021 intake for ZEVIP; and
- 4) THAT Council approve appropriate signage directing traffic toward charger from north and southbound Sea-to-Sky highway be reflected in the grant application.

CARRIED

D. Committees

- i. Curly Stewart Memorial Trust Fund Committee Terms of Reference
 Councillor Abbott presented the report on the Curly Stewart Memorial Trust Fund Committee Terms of Reference.

Moved/Seconded

- (1) THAT the Terms of Reference for the Curly Stewart Memorial Trust Fund Committee, as amended, be approved; and
- (2) THAT Council direct staff to publish a call for Expressions of Interest for persons to sit on the Curly Stewart Memorial Trust Fund Committee in the Village Update.

CARRIED

VILLAGE OF LIONS BAY

| 2021 COUNCIL PRIORITIES | | | | |
|--|---|--|-------------|------|
| ITEM | DESCRIPTION | COMMENTS | TARGET DATE | |
| | | | Quarter | Year |
| Lions Bay Beach Park Improvements | Re-submitted grant application for \$785K and awaiting approval before spending can begin | If unsuccessful, we have allocated \$285K to be prioritized for washrooms, playscape and kayak rack | Q3 | 2021 |
| Highway Noise | Work with MoTI to improve (lessen) highway noise | Reviewing Highway Concessionaires Agreement re. maintenance of "Quiet Pavement" | Q1 | 2021 |
| Policies Required to Advance the Careful Development of Lands within the Village | Policies required include: Development Permit Areas for development of lands subject to Natural Hazards; Community Amenity Contributions; Subdivision Servicing; Development Cost Charges | Review of DPAs and CACs planned for first half of year. | Q1-Q2 | 2021 |
| Climate Action Committee Initiatives | Adopt Terms of Reference for the Committee and select committee members; support CAC initiatives and work with My Sea to Sky to support development of Climate Action Report Card Tool | Work with Ctte re. background documents and review of actions to date re. s.9, OCP. Continue to work with EV providers for quote and ZEVIP grant support. | Q1-Q2 | 2021 |
| 50th Anniversary Celebration | Adopt Terms of Reference for the Committee and select committee members; support Celebration initiatives | Determine budget for inclusion in VoLB 2021 Budget. Liaise with MoTI re. mural request. | Q1-Q2 | 2021 |
| Infrastructure Master Plan (IMP) | Support advancement of prioritized projects in the IMP | Ongoing: Completed WWTP; Final stages of 3-PRV project; Ph.4/5 Tank watermains to be done Q2. Infrastructure Planning Grant (IPG) submitted January 2021 - tender Q2. Paving, bridge repairs & reservoir inspections Q3. | Q1-Q4 | 2021 |

ii) Council Priorities – Quarterly Update

CAO DeJong presented the Council Priorities – Quarterly Update, noting:

- Grant update for the EV Charger
- Current discussions with the 50th Anniversary Committee

Staff Responded to questions noting:

- Amend the Highway Noise item to Q2
- 50th anniversary budget already established, embedded within master budget at \$20,000
- Asset management grant: has been submitted and is oversubscribed; estimate of nine months for decision
- Will provide notice to residents in the Village Update that they cannot burn woodstoves beginning May 15th

Mayor McLaughlin noted that he will contact Metro Vancouver staff to request information and presentation on the Metro 2050 policy review.

Moved/Seconded

THAT the “Council Priorities – Quarterly Update” report be received.

CARRIED

iii) Increasing Public Engagement and Communications

The Municipal Coordinator presented the report on Increasing Public Engagement and Communications.

CFO Rooke confirmed that it is budgeted item.

Discussion ensued on:

- getting survey results first
- cost of platform
- concerns around staff time to implement
- concerns around having residents sign up to the platform
- focus on improving the Village website
- concerns around moderation of comments
- moving slow
- benefits of profiling projects

The Municipal Coordinator noted that staff currently have the capacity, as project communication should be the norm, that the current contact list can be migrated for the purpose of newsletter distribution only, and that staff are involved with moderation of comments.



[Home](#) → [Energy](#) → [Energy Efficiency](#) → [Energy efficiency for transportation and alternative fuels](#)
→ [Electric Vehicle and Alternative Fuel Infrastructure Deployment Initiative](#)

Electric Vehicle and Alternative Fuel Infrastructure Deployment Initiative

Through the Electric Vehicle and Alternative Fuel Infrastructure Initiative, the Government of Canada is investing \$96.4M to support the establishment of a coast-to-coast charging network for electric vehicles, natural gas stations along key freight corridors and stations for hydrogen fuel cell electric vehicles in metropolitan centres, \$76.1M to support the demonstration of next-generation charging technologies as well as \$10M for the development of binational (Canada and the United States) codes and standards for low-carbon vehicles and infrastructure.

There has been significant progress made in the establishment of alternative fuel infrastructure in Canada with investments being made by the federal and provincial governments as well as the private sector, however, much more needs to be done. We are encouraged by the strong partnerships we have established with industry and our provincial counterparts and look forward to building and facilitating new strategic partnerships through our Phase 2 investments. Through Phase 1 investments (\$16.4M), the Program deployed 102 electric vehicle fast-chargers, 7 natural gas stations and 3 hydrogen stations. Phase 2 investments (\$80M) has notional targets of 900 electric vehicle fast-chargers, 15 natural gas stations and 12 hydrogen fuel cell stations.

This Program supports the implementation of the Pan-Canadian Framework on Clean Growth and Climate Change.

1. [About](#)
2. [Eligibility](#)
3. [Before you apply](#)
4. [How to apply](#)
5. [After you apply](#)
6. [Request Application Package](#)
7. [Service Standards](#)
8. [Successful Applicants - Phase 1](#)
10. [News and FAQs](#)
11. [Infrastructure map](#)

12. Contact Us

NOTICE

The second Request for Proposals under Phase 2 of the Electric Vehicle and Alternative Fuel Infrastructure Deployment Initiative is now open. Applications are now being accepted. Applicants of successful projects will be notified by email by Summer 2019.

1. **What this Program offers**

The Electric Vehicle and Alternative Fuel Infrastructure Deployment Initiative (the Program) offers repayable contributions to support the construction of an electric vehicle (EV) fast charging, coast-to-coast, network. The funding also supports natural gas infrastructure along key freight corridors and hydrogen infrastructure in metropolitan centres.

How much can you receive?

NRCan's repayable contribution through this Program will be limited to a maximum of five million dollars (\$5,000,000) per project.

For EV fast chargers, the Program will pay up to 50% of the total project costs to a maximum of fifty thousand dollars (\$50,000) per charging unit.

For natural gas and hydrogen refuelling stations, the Program will pay up to 50% of the total project costs to a maximum of one million dollars (\$1,000,000) per refuelling station.



Investing in Canada: Canada's Long-Term Infrastructure Plan

Through the Investing in Canada infrastructure plan, the Government of Canada is investing more than \$180 billion over 12 years in public transit projects, green infrastructure, social infrastructure, trade and transportation routes, and Canada's rural and northern communities.

Date Modified:

2019-02-28



Zero Emission Vehicle Infrastructure Program – Eligibility

| | | |
|--------------------------------------|--|--|
| 1. About | 2. Eligibility | 3. Before you apply |
| 4. How to apply | 5. After you apply | 6. Request Application Package |
| 7. Service Standards | 8. Successful Applicants | 9. News and FAQs |
| 10. Contact us | 11. RFP Calendar | |

NOTICE

The Request for Proposals (RFP) focusing on public places, on-street, multi-unit residential buildings, workplaces and light-duty vehicle fleets is now open until **June 22, 2021** (23:59 Eastern Daylight Time). NRCan will target having **funding decisions by October 2021**.

Temporary Measure - Extended Project Completion

As the second wave of COVID-19 continues to cause supply chain disruptions and operational restrictions, the Program is now allowing up to an additional 12 months to complete projects. As a result, proponents may have up to 30 months from the date of agreement signature for the completion of EV charging projects, and up to 36 months from the date of agreement signature for hydrogen refuelling projects.

Note that the completion date indicated in a signed contribution agreement takes precedence. Therefore, to avail yourself of this accommodation, you must contact your NRCan project officer or email nrcan.taf-tcr.nrcan@canada.ca, as an amendment to existing agreement will be required.

The following eligibility requirements apply to the RFP for all streams (public places, on-street, multi-unit residential buildings, workplaces and light-duty vehicle fleets). Please note that other infrastructure streams may have different requirements.

Eligible Recipients:

Legal entities validly incorporated or registered in Canada* including not-for-profit and for-profit organizations such as:

- Electricity or gas utilities;
- Companies;
- Industry associations;
- Research associations;
- Standards organizations;
- Indigenous and community groups;
- Academic institutions; or
- Provincial, territorial, regional or municipal governments, or their departments or agencies where applicable.

International legal entities validly incorporated or registered abroad* including for-profit and not-for-profit organizations such as:

- Companies;
- Industry associations;
- Research associations;
- Standards organizations; or
- Academic institutions.

*With your application, please provide a copy of the articles of incorporation or registration to confirm that your organization is validly incorporated or registered (this is not required for provincial, territorial, regional or municipal governments).

Eligible Projects and Technologies:

In order to be considered for funding, the Project must meet the following requirements:

- Increase localized charging or hydrogen refuelling opportunities in public places, on-street, in multi-unit residential buildings, at workplaces or for light-duty vehicle fleets, as defined in Section 1.1 of the Applicant's Guide;
- For EV charger projects, your proposal must include:
 - A) a minimum of two (2) fast chargers of 50 kW and above; **OR**
 - B) if installing less than two (2) fast chargers of 50 kW and above, a minimum of twenty (20) chargers of all charging levels.

For Level 2 chargers, each connector can count as a unit towards the minimum 20 chargers if each connector can charge a vehicle at the same time.

- Be an eligible technology as described in Section 1.1 of the Applicant's Guide;
 - SAE J1772 standard plug head (Level 2 (208/240 V)
 - SAE J1772 Combo (for fast chargers)
 - CHAdeMO (for fast chargers)
 - Other proprietary charging connector types (maximum of 75% of all connectors for each site)
 - For hydrogen refuelling projects, the station must be capable of dispensing hydrogen at 700 bar minimum.
- Be located in Canada;
- Be a permanent installation (mounted or fixed models);
- Be new and purchased equipment (not leased);
- Be for a new installation or expansion of an existing installation (not for the replacement of an existing installation);
- Be connected as defined in Section 1.1.1 of the Applicant's Guide;
- The work performed must be in compliance with all applicable local codes (for example, building and electrical) and bylaws (for example, zoning and parking);
- Be certified for use in Canada (e.g. CSA, UL, Interlink) and be commercially available.
- Charging infrastructure targeting general public use must be installed in a parking space clearly identified for the purpose of charging electric vehicles; and
- The project timeline must show completion within thirty (30) months for charging infrastructure and within thirty-six (36)* months for hydrogen refuelling infrastructure from the date of the contribution agreement signature. The distribution of Letters of Conditional Approval (LOCA) are expected in October 2021 and applicants of successful projects will have six (6) months after the LOCA to sign a contribution agreement. (see Section 1.9 in the Applicant's Guide for information on timelines for Letters of Conditional Approval).

*As the second wave of COVID-19 continues to cause supply chain disruptions and operational restrictions, the Program is now allowing up to an additional twelve (12) months to complete projects.

Did you know that you can optimize your savings with ENERGY STAR® certified EV chargers?

[ENERGY STAR certified Electric Vehicle \(EV\) chargers](#) use 40% less energy in standby mode, while providing the same functionality as non-certified products and meeting safety requirements. Find ENERGY STAR certified models available in Canada using the [ENERGY STAR Product Finder tool](#).

Québec Infrastructure Projects

The *Act Respecting the Ministère du Conseil Exécutif (M-30)* may apply to an Applicant in the Province of Quebec. Applicants may be required to complete an additional information form and, if they are subject to the requirements of the Act, to obtain written authorization and approval from the Government of Quebec prior to execution of any Contribution Agreement. The Program will follow-up with the Applicant during the application assessment, as required.

Electric Vehicle Fast Charger Projects Located in British Columbia

Projects in British Columbia (BC) that include electric vehicle fast chargers of 20 kW and above with SAE J1772 Combo (CCS) and CHAdeMO connectors available for public use or for on street charging, and selected for funding under NRCan's Zero Emission Vehicle Infrastructure Program could also be eligible for additional non-repayable provincial funding. Refer to Section 1.4.1 in the Applicant's Guide for further information.

Eligible expenditures:

IMPORTANT NOTE:

- Successful Applicants will be notified through a Letter of Conditional Approval and will be invited to begin negotiating a contribution agreement.
- Natural Resources Canada can only reimburse eligible expenditures during the eligible expenditures period. This period starts when Canada signs the contribution agreement.
- The expenditures incurred between the receipt of the Letter of Conditional Approval and the date on which a contribution agreement is signed by Canada fall outside of the eligible expenditures period and cannot count towards total project costs or be reimbursed by Natural Resources Canada.

Eligible expenditures for an approved Project under the Program must be directly related to, and necessary for, the implementation and conduct of the Project and include:

- Salary and benefits;
- Professional services (e.g. marketing; data collection; logistics; printing; distribution);
- Reasonable travel costs, including transportation, meals and accommodation;
- Capital expenses, including informatics and other equipment or infrastructure;
- Rental fees or leasing costs;
- License fees and permits;
- Costs associated with Environmental Assessments;
- GST, PST and HST net of any tax rebate to which the recipient is entitled; and
- Overhead expenses directly related to the project, included in the 15% maximum of NRCan funding, will be considered to a maximum of 15% of Eligible Expenditures.

Ineligible Expenditures:

Ineligible expenditures for reimbursement under this Program include:

- In-kind;
- Land costs;
- Legal costs;
- Ongoing operating costs and;
- Costs incurred outside the Eligible Expenditure Period.

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Date modified: 2021-03-24



PROGRAM GUIDE FOR
CleanBC Go Electric Public Charger Program

Date: December 4, 2020

Funded by the Province of British Columbia

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Abbreviations

B.C. – British Columbia

DCFC – Direct Current Fast Charger

EV – Electric Vehicle

FBC – Fraser Basin Council

MEMPR - Ministry of Energy, Mines and Petroleum Resources

OCPP – Open Charge Point Protocol, v1.6 or higher

ZEV – Zero-Emission Vehicle

Glossary of Terms

Dual Standard – A DCFC that possesses both CHAdeMO and Combined Charging System (CCS) Combo 1 plugs; simultaneous charging capability not required

Indigenous community - A First Nation (i.e. Band government) or its wholly owned subsidiaries (e.g. development corporations)

Interface – The controls and/or screen (as applicable) used to operate a charger

Multi-Port Charger – Single charger that can charge more than one vehicle simultaneously

OCPP Compatible – Property of a charger having OCPP installed, and able to be controlled by any OCPP network operator upon agreement with the charger's owner, i.e. not limited by hardware, software or contract (except for a limited, defined term) to any one network operator

Tandem Installation – Project where more than one DCFC is installed at the same location as part of a project

1.0 Program Overview (Management and Communications)

1.1 Program Summary

The CleanBC Go Electric Program is intended to encourage and accelerate the adoption of zero-emission vehicles (ZEVs) in British Columbia (B.C.) for both their environmental and economic benefits. The CleanBC Go Electric Public Charger Program (Program) is a sub-program of the CleanBC Go Electric Program and is intended to increase the number of public Direct Current Fast Chargers (DCFCs) throughout B.C. to support the growing number of ZEVs on the road. The Program aims to target current gaps in the public DCFC network in B.C. such as Indigenous communities, rural and northern areas, and city centers experiencing long queues for DCFCs due to high ZEV uptake.

The Program will provide varying rebates of up to \$80,000 per charge port depending on charger output, to a maximum of 50% of project costs, with enhanced rebates of up to \$130,000 per port, to a maximum of 90% of costs for Indigenous communities (see section [3.1](#)). The Program will also provide rebates for co-located Level 2 stations with DCFCs, up to \$5,000 per station, to a maximum of 50% of costs (90% for Indigenous communities). The target number of DCFC ports to be installed from the Program is 80 and for Level 2 stations is 60. The total Program funding available for charger rebates is \$5,076,000.

This Program Guide serves as direction for the CleanBC Go Electric Public Charger Program, and identifies the requirements for administration, implementation, and oversight of the Program. The document may be periodically updated as needed to clarify Program requirements and improve Program effectiveness.

1.2 Program Management & Administration

The Ministry of Energy, Mines and Petroleum Resources (MEMPR) is responsible for overall CleanBC Go Electric Public Charger Program management. Fraser Basin Council (FBC) will administer the Program on behalf of MEMPR.

In order to meet CleanBC Go Electric Program targets, MEMPR may modify any component of the Program. Program modification may include but is not limited to:

- Rebate eligibility criteria; and,
- Funding caps

The Program will be regularly reviewed and evaluated by MEMPR staff. MEMPR reserves the right to change or terminate the Program at any time without notice.

1.3 Program Communications

The application forms, eligibility requirements and applicable rebate amounts will all be accessed online. The CleanBC Go Electric Public Charger Program and application

process will be added as a page/subpages on FBC's Plug In BC website (<https://pluginbc.ca/publiccharger/>), using the CleanBC Go Electric branding. The Program page will link back to the CleanBC - Go Electric website (<https://goelectricbc.gov.bc.ca/>). FBC will use internal capacity to support the initial design and creative work to help with the set-up of the key marketing elements in a timely way. Ongoing updates will be done by FBC staff.

Enquiries related to the administration of the Program including, but not limited to, eligibility requirements, and application processing, should be directed to FBC at: PublicCharger@pluginbc.ca

Enquiries related to the overall design of the Go Electric B.C. Public Charger Program can be directed to MEMPR at: CEVEnquiries@gov.bc.ca

2.0 Program Criteria

2.1 Applicant Eligibility

Applicants must apply and be approved for Program rebate(s) before any costs are incurred. Any costs incurred before approval was received will not be eligible for a rebate(s) and cannot be counted toward eligible expense totals. After approval is received, applicants will have 18 months to complete projects and submit final documentation.

To be eligible for the Program an applicant must:

- Be the current site owner or have approval (in writing) from the site owner to install the charging infrastructure for a minimum ten-year period; and,
- Be a business, not-for-profit, local government, Indigenous community, utility or public sector organization located and operating in B.C. (*excluding* core government entities, i.e. Provincial Ministries, but *including* non-core entities, e.g. utilities, health authorities, school districts, universities, crown corporations, etc.)

2.2 Installation Site Requirements

To be eligible for the Program a project's charger installation site must be:

- Located within B.C.;
- Publicly accessible 24 hours per day, 365 days per year; and,
- Accessible by those using mobility aids (wheelchairs, canes, etc.), including:
 - A space of at least 1.2 m between any protective bollards in front of the charger, such that they do not obstruct interface (i.e. screen and/or controls);

- A rise not exceeding 9 cm above grade for any concrete footing;
- Fonts that are clear and easy to read on any signage;
- A parking space that is:
 - Not less than 2 400 mm wide and provided on one side with an access aisle not less than 1 500 mm wide;
 - Located on a paved level surface.

2.3 Equipment Requirements

To be eligible for the Program all equipment must:

- Be new, and purchased after program launch date;
- Remain operational by the original owner for a minimum of five years, or be replaced with a charger of equal or higher output that remains operational for five years from the date of the original project installation. Changes in equipment ownership within the five year period may be considered in extenuating circumstances (e.g. due to sale of a business) and must be approved to maintain Program funding;;
- Contain appropriate certification marks (CSA, cUL, cETL, etc.) for use in B.C.;
- Have a method of payment that does not require a charging network account, if payment is required;
- Have charging port holsters and the top of interface not exceeding 1.2 m above grade;
- Remain accessible to the public for use 24 hours per day, 365 days per year;
- Include an Operating and Maintenance Plan;
- Not replace an existing charger.

To be eligible for the Program DCFC equipment must:

- Be dual standard (CHAdeMO and Combined Charging System (CCS) Combo 1 plugs);
- Be networked and be OCPP compatible by the date of installation;
- Have a minimum power output of 20 kW.

To be eligible for the Program Level 2 equipment must:

- Have a J-1772 port;
- Have input power at 208 or 240 volts;
- Have a minimum power output of 32 amps.

2.4 Eligible Project Costs

Costs eligible for rebates through the Program will be:

- Dual standard DCFC equipment;
- Co-located Level 2 stations;
- Installation costs such as labour and materials, including:
 - Necessary electrical equipment (e.g. cabling and conduit, transformer)
 - Earthworks;
 - Paving of one parking space per charger;
 - Curb and/or protective bollards around chargers;
 - Lighting directly above or adjacent to chargers (within 5 m);
 - Network equipment (e.g. cellular booster);
 - Way finding and on-site signage pertaining to the chargers (e.g. location, output, time limits, instructions for use);
 - Site markings (e.g. pavement painting);
 - One security camera per charger;
- Project management and engineering design fees;
- Tesla CHAdeMO adapter;
- Utility provider fees for electrical connection; and,
- Network service provider initial sign-up fees; and,
- Equipment warranty.

2.5 Final Project Documentation Requirements

To receive rebate funds applicants must submit the following documentation after DCFC (and Level 2, if applicable) equipment is installed and operational:

- Invoice for DCFC equipment (and Level 2 equipment, if applicable);
- Itemized invoice for DCFC (and Level 2, if applicable) installation;
- Copy of network agreement;
- Photo of installed DCFC (and Level 2, if applicable) equipment; and,
- Proof all eligible equipment, (DCFCs and Level 2s, as applicable) is/are operational.

3.0 Rebate Overview

Applicants are eligible for three rebate tiers to cover up to 50% of the eligible costs of DCFCs with power outputs of $\geq 20\text{kW}$ (but less than 50 kW), $\geq 50\text{kW}$ (but less than 100 kW), and $\geq 100\text{kW}$. Indigenous communities will be eligible for higher rebates at each tier, to a maximum of 90% of total project costs. Level 2 chargers installed as part of a funded DCFC project are eligible for a rebate of up to 50% of the additional cost or 90%

for Indigenous communities. Indigenous communities refer to a First Nation (i.e. Band government) or its wholly owned subsidiaries (e.g. development corporations). To receive an Indigenous community rebate, the Indigenous community must own the equipment; a third-party that owns and installs equipment on Indigenous lands is not eligible for the enhanced rebates.

Prospective installation locations greater than 500 m from the nearest public charger (Level 2 or DCFC) will be required to install either tandem DCFC stations or a co-located Level 2 station (minimum 32 A; higher power preferred) to provide redundancy to the site. Installation of both multiple DCFCs and one or more Level 2s per site will also be supported. A multi-port station on its own does not fulfill this requirement.

The applicant will be responsible for ongoing operation and maintenance costs associated with the DCFC and will be required to prepare an Operating and Maintenance Plan for its charger(s).

Rebates may be capped at 10 per organization to reserve funds for other organizations.

3.1 DCFC Funding Tiers

Applicants are offered three tiers of rebates for DCFC stations with: 1) output of 20kW or greater, but less than 50 kW; 2) output of 50 kW or greater but less than 100 kW, and 3) output of 100 kW or greater. Rebate amounts are as follows:

| Charger Output | Maximum Rebate Amount | Maximum Rebate Amount for Indigenous Communities |
|-------------------------------------|--------------------------------------|--|
| DCFC: ≥ 20 kW, but < 50 kW;* | \$20,000; up to 50% of project costs | \$50,000; up to 90% of project costs |
| DCFC: ≥ 50 kW, but < 100 kW; | \$50,000; up to 50% of project costs | \$100,000; up to 90% of project costs |
| DCFC: ≥ 100 kW | \$80,000; up to 50% of project costs | \$130,000; up to 90% of project costs |
| Level 2: ≥ 32 amps | \$5,000; up to 50% of costs | \$5,000; up to 90% of costs |

* under conditions identified in section 3.4

3.2 Level 2 Additions

To provide contingency charging in the case a station is occupied or not functioning, Level 2 chargers installed in tandem with DCFCs as part of the Program will be eligible for an additional maximum of \$5,000 in project funding per Level 2 charger (≥ 32 A), to

a maximum of \$10,000 per installation site (percentage caps still apply). Level 2 stations are not required to be networked.

3.3 Tandem or Multi-Port DCFC Installations

Tandem and multi-port DCFCs are eligible for one rebate for each vehicle that can charge simultaneously at a given output level. For tandem DCFC stations a 75% funding limit will apply while the combined dollar cap will remain the same. The funding amount of multi-port stations will be based on the maximum simultaneous output level of operating ports.

For example, if the total cost for two tandem 50 kW stations is \$180,000, the applicant is eligible for 2 x \$50,000 rebates = \$100,000.

Multi-port stations must be accompanied by an additional charging station (DCFC or Level 2) on the same site.

3.4 Station Output Level Conditions

In order to ensure effective deployment of charging stations under the Program, the following are guidelines for DCFCs with charging output levels of <50 kW.

Stations with less than 50 kW output would be eligible under the following conditions:

- In urban centres (i.e. within Census Agglomerations or Census Metropolitan Areas with a population of 100,000 or greater);
- In areas not located on or near primary, secondary highways or major roads, as defined by the B.C. Ministry of Transportation and Infrastructure;
- As part of a tandem installation with a ≥50 kW DCFC;
- Where an electrical service extension (and/or service upgrade, as applicable) to accommodate a ≥50 kW station would be cost prohibitive.

3.5 Pilot Projects

DCFC pilot projects (e.g. for car sharing, ride hailing, taxi, battery storage stations, etc.) may be considered through this Program if they are able to demonstrate public benefit. Specific eligibility criteria may be developed for pilot projects.

4.0 Application Process

Applicants can find Program information, criteria, application forms and other relevant information on FBC's Plug In BC website (<https://pluginbc.ca/publiccharger/>). Applications will be submitted online and must receive approval before any works begin. Any costs incurred before approval was received will not be eligible for a rebate(s) and

cannot be counted toward eligible expense totals. Applicants who do not own the site they plan to install a DCFC at will need to include a written agreement demonstrating right to use the site with their application for a ten-year period.

Applications will be reviewed on a minimum two-month cycle, or more frequently depending on application volume. Once a decision has been made, applicants will be notified by email if they have been successful; remaining applications will be retained for future review periods.

Preference will be given to applications that:

- Fill existing DCFC network gaps and/or underserved areas (e.g. Indigenous communities, rural and northern areas, communities with high ZEV uptake, high concentrations of existing multi-unit residential buildings, etc.);
- Are co-located with primary amenities (lighting, washrooms, non-cellular wireless (i.e. WiFi) internet available at all times);
- Are co-located with one or more additional DCFCs;
- Are located near secondary amenities, such as restaurants, shopping and attractions (e.g. parks, libraries, community centres, etc.);
- Include stations ≥ 75 kW when located on primary and secondary highways, where feasible;
- Include stations able to deliver ≥ 120 A of electricity, if proposing DCFCs with output ≥ 50 kW but < 100 kW;
- Include Level 2 stations with a higher output than 32 A, if Level 2 stations are proposed;
- Include an on-site Tesla CHAdeMO adapter;
- Include capability to add of future DCFCs (e.g. space on site, oversized conduit, etc.)
- Agree to provide data on charger usage;
- Include site design drawings;
- Include an operating and maintenance plan as part of the original application;
 - for more guidance see BC Hydro's EV Fast Charging Design & Operational Guidelines at <https://www.bchydro.com/powersmart/electric-vehicles/industry/fast-charging.html>).

Once approval is received, applicants will have an 18-month window to install their DCFC(s) (and Level 2(s) if applicable) and submit final project documentation. FBC will review the final documentation for completeness and will then issue rebates. The items below lay out the steps for applying, receiving approval, and receiving the rebate:

- Application for station(s): Applicant creates an online profile and applies for the number of stations desired, including information on organization type and

documentation, site description, proof of site ownership or permission of the landowner, charger type(s) and output(s), capital budget/quotation (including site acquisition/lease (if applicable), permits, design, electrical service extension, site preparation/civil works, electrical equipment, charger, lighting, and signage), and site design drawings (optional), and operating and maintenance plan (optional at application phase).

- Screening and pre-approval: FBC staff screen applicants for eligibility and move forward applicants that meet mandatory criteria.
- Station approval: in consultation with MEMPR staff, FBC approves applications based on a diversity of geographic and usage types. Applicants then have 18 months for implementation. FBC staff will check in periodically to assess progress. Projects that may require advance payments to manage the cashflow, might have the option to be funded through an up-front contribution agreement.
- Completion report: Applicant provides completion report including documentation, photos, financial report and copies of invoices to verify costs. These will be submitted online via the application platform. FBC will reserve the right to make on-site audits for projects if required. An Operating and Maintenance Plan must be submitted at this stage. An Operating and Maintenance report template is available on FBC's Program website (<https://pluginbc.ca/publiccharger/>) but an alternative format may be used, as long as it contains the following elements:
 - Service stability
 - Charger up-time targets
 - Performance monitoring (e.g. testing, remote, crowdsource, etc.)
 - Ensuring access
 - Cleaning interface
 - Clearing/plowing area
 - Lighting
 - Preventing blocking by vehicles not charging
 - Regular maintenance/warranty
 - Staff training
 - Customer service (on site/remote)
 - Operation/signup walkthrough
 - Resetting device

- Nearby charging locations
- Local towing companies
- Incident response plan (e.g. for device failure, vehicle impacts, tampering/vandalism, etc.), including:
 - Response procedures (e.g. shutdown, fire department, repair/replacement, etc.)
 - Service provider and/or warranty service
 - Response time targets
 - Public notification of failure
 - Spare parts supply/inventory
 - Graffiti removal
- Cost of electricity (including demand charges)
- Network fees
- Revenue collection strategy (if applicable)
- Insurance

Station utilization data: Successful applicants are encouraged to provide usage data for DCFCs funded under the Program, for a minimum period of five years from the date of installation. Usage data includes information related to charging sessions (i.e.: start/end time, duration, energy, power per minute, peak power) but excludes personally identifiable data. Successful applicants will work with the Ministry of Energy, Mines, and Petroleum Resources to determine the best tools and methods for data sharing.

For example, successful applicants can send station utilization data in the format of an annual report that includes a record for each charging session during the year, its start and end time, the maximum charging rate (kW), the energy delivered (kWh), and the charging connector type. It should not contain any personally identifiable information of users (names, membership numbers, credit card numbers). Acceptable formats are .xls, .xlsx, and .csv.

Final documentation will also be submitted online. Printable or paper application forms may be requested from FBC in extenuating circumstances. New stations funded under the Program will be entered into charging station databases (e.g. Chargehub, Plugshare, etc.) with a link to the Program webpage.

5.0 Interaction with Other Programs in Market

There are two other programs currently in market that offer rebates for DCFCs and can be accessed for B.C. based DCFC projects. The two programs are:

- Natural Resources Canada (NRCan) Zero Emission Vehicle Infrastructure Program (ZEVIP); and,
- NRCan Electric Vehicle and Alternative Fuel Infrastructure Deployment Initiative (EVAFIDI).

Both programs provide maximum federal funding of 50% of total project costs to a maximum of \$50,000 per DCFC. Currently MEMPR has partnered with NRCan on both programs to provide additional funding for B.C based DCFC projects. Successful applicants completing DCFC projects in B.C. are automatically eligible for B.C. funding. MEMPR funding provides a maximum of \$25,000 per DCFC to a max of 25% of the total project costs (on top of the federal \$50,000 funding). Any station that receives MEMPR funding through the ZEVIP or EVAFIDI will not be eligible for funding through the CleanBC Go Electric Public Charger Program.

The stacking of provincial funding with ZEVIP, EVAFIDI, and other CleanBC Programs is not permitted. Stacking of funding from other government funding programs with the Public Charger Program will be limited to 75% of eligible project costs, except in the case where the applicant is a local or Indigenous government or their department or agency in which case the stacking limit for government funding is 100% of the total project costs. Funding from other sources will be allowed as long as funding amounts do not exceed total project costs. Reporting of application for other government funding for the use toward a project funded under the CleanBC Go Electric Public Charger Program is mandatory.



Royal Canadian Mounted Police
Gendarmerie royale du Canada

Security Classification/Designation
Classification/désignation sécuritaire

Unclassified

S/Sgt Gareth BRADLEY
Zone Commander Sea to Sky RCMP
1000 Finch Drive
Squamish, BC
V8B 0M5

Your File Votre référence

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

Our File Notre référence

2021-05-07

To Whom it May Concern,

Lions Bay Activity Report
Report period: March and April 2021

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

HWY 99 (within boundaries of Lions Bay):

Traffic - Moving x 26 / Non-Moving x 0
Impaired Driving Investigations x 2
Collision - Damage Over \$10000 x 0 / Under \$10000 x 2 / Non-fatal x 1 / Fatal x 0
Debris or pedestrians on Hwy (Prevention of Collision) x 5
Other: all remaining call types x 9

45 Calls for Service

Lions Bay Village:

False Alarms x 2
Unspecified Assistance x 4
Breach of Peace x 1
Mischief under \$5000 x 2
Break and Enter Residence x 0 / Business x 0
Theft of Truck x 1
Covid Related Measure Act x 2
911 - False/Abandoned x 1
Suspicious Occurrence x 2
Other Criminal Code Investigations x 6
Other: all remaining call types x 9

30 Calls for Service

Total = 75

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

Kind regards,

S/Sgt. Gareth Bradley 142670
Royal Canadian Mounted Police

S/Sgt. G. (Gareth) BRADLEY
Zone Commander Sea to Sky RCMP

/hm

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

| | | | |
|-------------------|---|---------------------|---------------------|
| Type | Request for Decision | | |
| Title | Bylaw Notice Enforcement Bylaw and Policy Amendments | | |
| Author | Karla Duarte | Reviewed By: | Peter DeJong |
| Date | May 17, 2021 | Version | |
| Issued for | May 25, 2021 regular Council meeting | | |

Recommendations:

(1) THAT Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 592, 2021 be adopted.

Attachments:

- (1) Draft Bylaw No. 592, 2021
- (2) Draft Consolidation of Bylaw No. 385, 2006, as amended

Key Information:

At the May 4, 2021 regular Council meeting, Council gave Bylaw 592 three readings and passed a motion to approve the Screening Officer Policy.

Bylaw No. 592, 2021 is presented as an amending bylaw to No. 385 to update the wording of the “classes of persons” and to add one “class of person” as a Screening Officer: the Municipal Coordinator.

In 2020, the increase in disputes revealed the need to formalize staffing, policy and process to better respond to the variety and nature of disputes. Currently, the disputes are processed by the Municipal Coordinator and reviewed by a Screening Officer, as per the original bylaw. However, the increase in demand requires an expedited process and this is best served by having the Coordinator, who already reviews the disputes, appointed as a Screening Officer.

Options:

- (1) Approve the recommendation.
- (2) Rescind third reading to the Bylaw and propose amendments for reconsideration.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

(3) Provide alternate direction to staff.

Preferred Option: Option 1 is the preferred option. Staff are already administering an average of three disputes per day. It is expected that this number will increase as the season continues and more staff support through streamlining the process and relieving the CAO is preferred. Furthermore, the Screening Officer Policy would provide clearer direction for the decision-making process.

Legal Considerations: Screening Officers decision making is guided by the two Acts mentioned above, as well as Bylaw No. 385.

Follow Up Action: Implement the new streamlined process.

Communication Plan: The Screening Officer Policy is for internal purposes to guide the decision-making process and will be adhered to by staff.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



Bylaw Notice Enforcement No. 385, 2006, Amendment Bylaw No. 592, 2021

Adopted:, 2021

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

**Bylaw Notice Enforcement Bylaw No. 385
Amendment Bylaw No. 592, 2021**

A bylaw to amend Bylaw Notice Enforcement Bylaw No. 385, 2006

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

1. This Bylaw may be cited for all purposes as "Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 592, 2021".
2. Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended, is hereby amended as follows:
 - (a) Strike Section 9.2 of Part 9 Screening Officers, and substitute the following:

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

 - 9.2.1 Chief Administrative Officer
 - 9.2.2 Corporate Officer
 - 9.2.3 Municipal Coordinator
 - 9.2.4 Chief Financial Officer
 - 9.2.5 Bylaw Enforcement Officer
 - (b) Substitute the word "YES" for the word "NO" in Column A4 of Bylaw No. 413, section 10 (a) through 10 (l).

| | |
|---------------------------|---------------------|
| READ A FIRST TIME | MAY 4 , 2021 |
| READ A SECOND TIME | MAY 4 , 2021 |
| READ A THIRD TIME | MAY 4 , 2021 |
| ADOPTED | , 2021 |

Mayor

Corporate Officer

**Certified a true copy of Bylaw Notice Enforcement No. 385, 2006,
Amendment Bylaw No. 592, 2021, as adopted.**

Corporate Officer



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 |
| 582 | Sched A | Amends penalties under Bylaw no. 413 (Parking) sections 10(a) to 10(l) and section 12 | May 21, 2020 |
| 594 | Sched A | Amends penalties under Bylaw no. 413 (Parking) sections 10(a) to 10(l) and section 12 | March 30, 2021 |
| <u>592</u> | <u>9.2</u> | <u>Amends Screening Officer designations</u> | |

VILLAGE OF LIONS BAY

BYLAW NO. 385, 2006

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Village of Lions Bay

Bylaw Notice Enforcement Bylaw No. 385, 2006

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

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

Part 1 Citation

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

Part 2 Severability

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

Part 3 Definitions

- 3.1 In this bylaw:

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

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

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

Part 4 Terms

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

Part 5 Bylaw Contraventions

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

Part 6 Offence and Penalty

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

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

Part 7 Period for Paying a Disputed Notice

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

Part 8 Bylaw Notice Dispute Adjudication Registry

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

8.2

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

[Amended by Bylaw No. 555]

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

Part 9 Screening Officers

9.1 The position of screening officer is established.

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

~~9.2.1 Chief Administrative Officer~~

~~9.2.2 Corporate Officer~~

~~9.2.3 Municipal Coordinator~~

~~9.2.4 Chief Financial Officer~~

~~9.2.5 Bylaw Enforcement Officer~~

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

~~9.2.1 Village Manager~~

~~9.2.2 Corporate Secretary~~

~~9.2.3 Treasurer~~

~~9.2.4 Bylaw Enforcement Officer~~

[Amended by Bylaw No. 415, 2009]

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

Part 10 Powers, Duties and Functions of Screening Officers

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

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

Part 11 Bylaw Enforcement Officers

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

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

Part 12 Form of Bylaw Notice

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

Schedules

Schedule A - Designated Bylaw Contraventions and Penalties

Schedule B – North Shore Bylaw Dispute Adjudication Registry Agreement

READ A FIRST TIME

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 | Regular Council Meeting Agenda, May 25, 2021, 243 of 410 | | | |
|--|-------------------|--|--|-----------------------------|----------------------------|--|
| | | | Penalty A1 | Early Payment Penalty A2 | Late Payment Penalty A3 | Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes") 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 | \$195 | \$100 | \$240 | NO YES |
| 413 | 10 (b) | Fail to display insurance decal | \$135 | \$65 | \$165 | NO YES |

| Bylaw No. | Section | Description | Regular Council Meeting Agenda, May 25, 2021, 244 of 410 | | | |
|-----------|---------|--|--|-----------------------------|----------------------------|---|
| | | | 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 | 10 (c) | Park on or too near crosswalk | \$135 | \$65 | \$165 | NO <u>YES</u> |
| 413 | 10 (d) | Park near traffic control device | \$135 | \$65 | \$165 | NO <u>YES</u> |
| 413 | 10 (e) | Park on bridge | \$135 | \$65 | \$165 | NO <u>YES</u> |
| 413 | 10 (f) | Park near fire hydrant/equipment | \$240 | \$120 | \$270 | NO <u>YES</u> |
| 413 | 10 (g) | Park to obstruct or interfere with traffic/maintenance | \$240 | \$120 | \$270 | NO <u>YES</u> |
| 413 | 10 (h) | Park without permit for zone | \$195 | \$100 | \$240 | YES |
| 413 | 10 (i) | Park too near driveway | \$135 | \$65 | \$165 | NO <u>YES</u> |
| 413 | 10 (j) | Park more than 72 hours | \$165 | \$80 | \$210 | NO <u>YES</u> |
| 413 | 10 (k) | Park more than 24 hours in snow | \$135 | \$65 | \$165 | NO <u>YES</u> |
| 413 | 10 (l) | Park in intersection | \$135 | \$65 | \$165 | NO <u>YES</u> |
| 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 | \$65 | \$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 | Regular Council Meeting Agenda, May 25, 2021 245 of 410 | | | |
|--|---------|---|---|-----------------------------|----------------------------|---|
| | | | 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 | Regular Council Meeting Agenda, May 25, 2021 246 of 410 | | | |
|--|---------|--|---|-----------------------------|----------------------------|--|
| | | | Penalty A1 | Early Payment Penalty A2 | Late Payment Penalty A3 | Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes") A4 |
| 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 | Regular Council Meeting Agenda, May 25, 2021 247 of 410 | | | |
|---|---------|--|---|-----------------------------|----------------------------|--|
| | | | Penalty A1 | Early Payment Penalty A2 | Late Payment Penalty A3 | Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes") A4 |
| 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 | Regular Council Meeting Agenda, May 25, 2021 248 of 410 | | | |
|---|-----------|---|---|-----------------------------|----------------------------|--|
| | | | Penalty A1 | Early Payment Penalty A2 | Late Payment Penalty A3 | Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes") 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 |

| Bylaw No. | Section | Description | Regular Council Meeting Agenda, May 25, 2021 - 249 of 410 | | | |
|---|-----------|---|---|-----------------------------|----------------------------|---|
| | | | Penalty A1 | Early Payment Penalty A2 | Late Payment Penalty A3 | Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes") A4 |
| ZONING AND DEVELOPMENT BYLAW NO. 520, 2017 | | | | | | |
| 520 | 3.2 | Non-compliance with bylaw | \$300 | \$250 | \$350 | NO |
| 520 | 4.3 | Use prohibited in all zones | \$475 | \$450 | \$500 | NO |
| 520 | 4.3.7 | Short-term rental without a Temporary Use Permit | \$475 | \$450 | \$500 | NO |
| 520 | 4.5 | Accessory building, structure or use not permitted | \$400 | \$350 | \$450 | NO |
| 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 | Regular Council Meeting Agenda, May 25, 2021, 250 of 410 | | | |
|-----------|-----------|--|--|-----------------------------|----------------------------|---|
| | | | A1 Penalty | A2 Early Payment Penalty | A3 Late Payment Penalty | A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes") |
| 520 | 11.1-11.2 | Use, siting, setback, height, size or density not permitted in C-3 Zone | \$450 | \$400 | \$500 | YES |
| 520 | 12.1-12.2 | Use, siting, setback, height, size or density not permitted in W-1 Zone | \$450 | \$400 | \$500 | YES |
| 520 | 13.1-13.2 | Use, siting, setback, height, size or density not permitted in W-2 Zone | \$450 | \$400 | \$500 | YES |
| 520 | 14.1-14.5 | Use, siting, setback, height, size or density not permitted in CU-1 Zone | \$450 | \$400 | \$500 | YES |
| 520 | 15.1-15.2 | Use, siting, setback, height, size or density not permitted in RU-1 Zone | \$450 | \$400 | \$500 | YES |
| 520 | 16.1-16.2 | Use, siting, setback, height, size or density not permitted in RS-1 Zone | \$450 | \$400 | \$500 | YES |

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

Schedule B

NORTH SHORE BYLAW NOTICE DISPUTE ADJUDICATION REGISTRY AGREEMENT

This Agreement, dated the _____ day of _____, 2019

BETWEEN:

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

("DNV")

AND:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, 750-17th 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)



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

| | | | |
|-------------------|---|---------------------|----------|
| Type | Request for Decision | | |
| Title | Brunswick Beach Road Closure Bylaw No. 604, 2021 | | |
| Author | Peter DeJong | Reviewed By: | |
| Date | May 20, 2021 | Version | 1 |
| Issued for | May 25, 2021 Council Meeting | | |

Recommendation:

- (1) THAT Road Closure Bylaw No. 604, 2021, be introduced and given 3 readings;
- (2) THAT a certified copy of Road Closure Bylaw No. 5604, 2021, as at 3rd reading, be sent to the Minister of Transportation and Infrastructure for approval prior to the bylaw coming back to Council for consideration of adoption.

Attachments:

Road Closure Bylaw No. 604, 2021.

Key Information:

Staff were approached by the owners of 3 Brunswick Beach Road in relation to a small triangle of road right of way adjacent to the northeast corner of their lot. This portion of highway boulevard does not serve any purpose and in fact represents a hazard for a persons and vehicles due to the slope of the land from the road way. The owners of 3 Brunswick are in the process of building retaining walls along the north side of their property and it would make sense for them to continue a wall up to the edge of roadway, in line with the adjacent parcel lines abutting the roadway, and to backfill this portion of slope. The owners of 3 Brunswick offered to purchase the triangular portion of road right of way and an agreement was reached on terms and a price of \$33,000.

A deposit of \$5,000 has been received from the Purchasers and notice has been provided in accordance with the requirements of sections 26 and 40(3) of the *Community Charter*, including an opportunity to be heard at the beginning of this Council meeting. A registrable surveyed reference plan is to be attached to the bylaw for adoption after approval by the Minister responsible for the *Transportation Act*, which is required due to the land being within 800 metres of an arterial highway.



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Options:

1. Proceed with the recommendations laid out at the beginning of this report;
2. Amend Road Closure Bylaw No. 604, 2021 prior to giving it three readings;
3. Provide staff with alternative directions.

Preferred Option: The preferred option is option 1. This will enable staff to move the matter along as swiftly as possible as the Ministry of Transportation and Infrastructure (MoTI) approval process is likely to take several weeks.

Legal Considerations: Legal advice was received in respect of previous road closure bylaws and staff is confident that all necessary substantive and procedural requirements have been anticipated.

Follow Up Action: If given three readings, the bylaw will be sent to MoTI for approval and returned to the next available Council meeting for consideration of adoption. After adoption, the bylaw will be registered with the Land Title Office and the parcel created, followed by registration of a transfer to the purchasers and completion of the sale and the balance of payment owing.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



Road Closure Bylaw No. 604, 2021

Adopted:

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

Road Closure Bylaw No. 604, 2021

A Bylaw to Close and Remove the Dedication as Highway of a Portion of Brunswick Beach Road

WHEREAS, pursuant to Section 40 of the *Community Charter*, Council may, by bylaw, close a portion of a highway to traffic and remove the dedication of the highway, if prior to adopting the bylaw, Council gives notice of its intention in accordance with section 94 of the *Community Charter* and provides an opportunity for persons who consider they are affected by the bylaw to make representations to Council.

AND WHEREAS Council deems it to be in the best interests of the Village of Lions Bay to close to traffic and remove the dedication of highway of a portion of Brunswick Beach Road;

AND WHEREAS the Council does not consider that the road closure will affect the transmission or distribution facilities or works of utility operators;

AND WHEREAS, pursuant to section 41 (3) of the *Community Charter*, if the highway or part of a highway to be closed is within 800 meters of an arterial highway, the bylaw may only be adopted if it is approved by the minister responsible for the *Transportation Act*.

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

1. Attached to this bylaw as Schedule "A" and forming part of this bylaw is a reduced copy of the road closure reference plan, prepared by Chapman Land Surveying Ltd. (the "Road Closure Plan").
2. The Village of Lions Bay hereby authorizes the closure to traffic of all kinds and the removal of highway dedication of the portion of highway shown in bold on the Road Closure Plan and hereinafter described as "Parcel A – Part of Road Dedicated by Plan 10651, Block 18, District Lot 1815, Group 1, New Westminster District (the "Closed Road")".
3. On deposit of the Road Closure Plan and all other documentation for the closure of the Closed Road in the Land Title Office, the Closed Road will cease to be public highway, its dedication as a highway cancelled and it will be owned by the Village of Lions Bay.

- 4. The Mayor and Corporate Officer are authorized to execute all plans and other documentation necessary to effect this road closure and cancellation of highway dedication, and registration of the title to the property in the name of the Village of Lions Bay.

- 5. This bylaw may be cited as "Road Closure Bylaw No. 604, 2021".

READ A FIRST TIME on the 25th day of May, 2021.

READ A SECOND TIME on the 25th day of May, 2021.

READ A THIRD TIME on the 25th day of May, 2021.

NOTICE GIVEN IN ACCORDANCE WITH SECTIONS 40 (3) and 94 OF THE *COMMUNITY CHARTER* on the 14th day of May, 2021, and on the 21st day of May, 2021.

AN OPPORTUNITY WAS PROVIDED FOR PERSONS WHO CONSIDER THEY ARE AFFECTED BY THE BYLAW TO MAKE REPRESENTATIONS TO COUNCIL on the 25th day of May, 2021.

APPROVED BY THE MINISTER RESPONSIBLE FOR THE TRANSPORTATION ACT PURSUANT TO SECTION 41(3) OF THE *COMMUNITY CHARTER* on the ____ day of _____, 2021.

RECONSIDERED, FINALLY PASSED AND ADOPTED on the ____ day of _____, 2021.

Mayor

Corporate Officer

Certified a true copy of Road Closure
Bylaw No. 604, 2021 as adopted

Corporate Officer

SCHEDULE "A"

attached to and forming part of Road Closure Bylaw No. 604, 2021

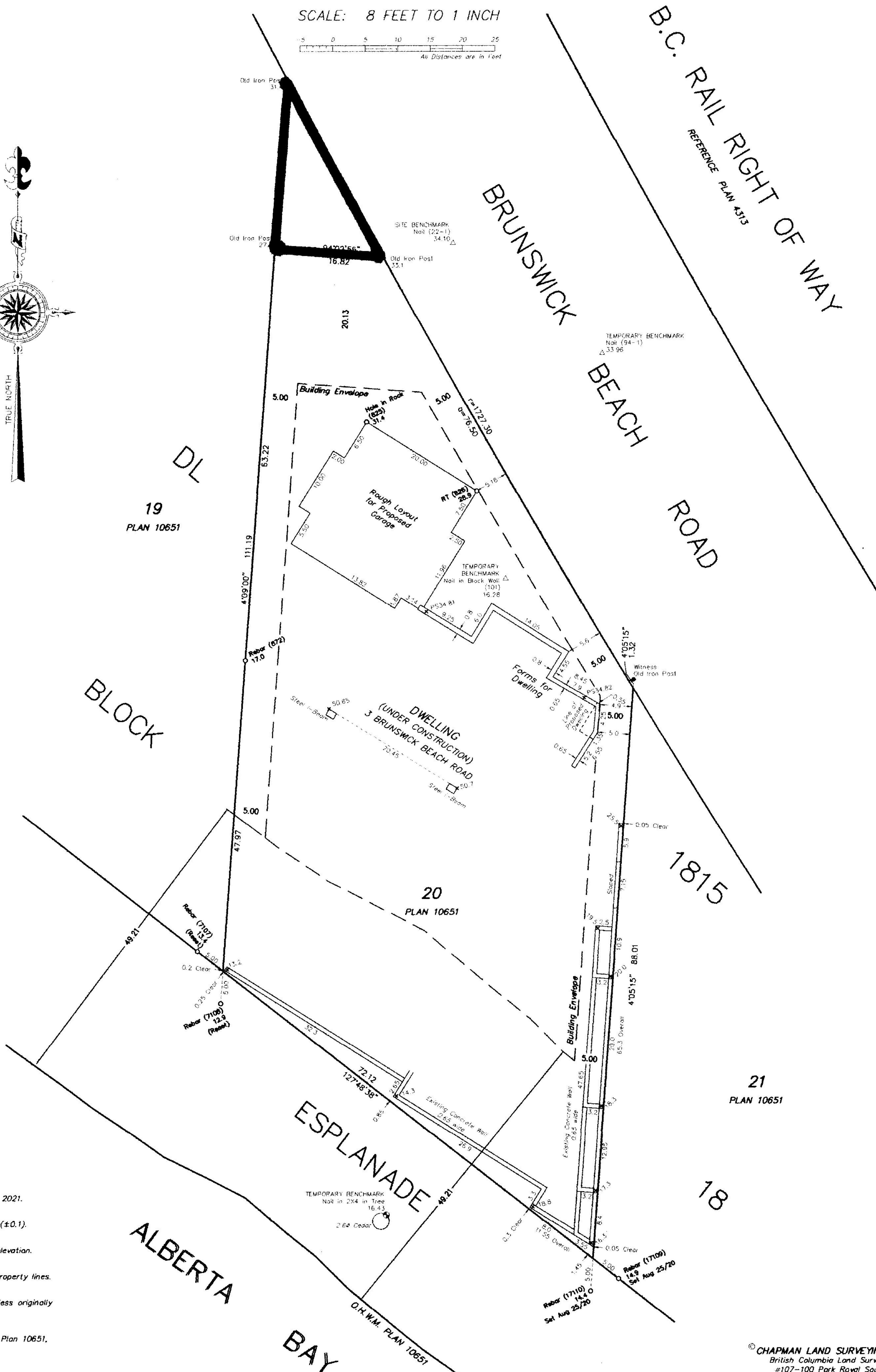
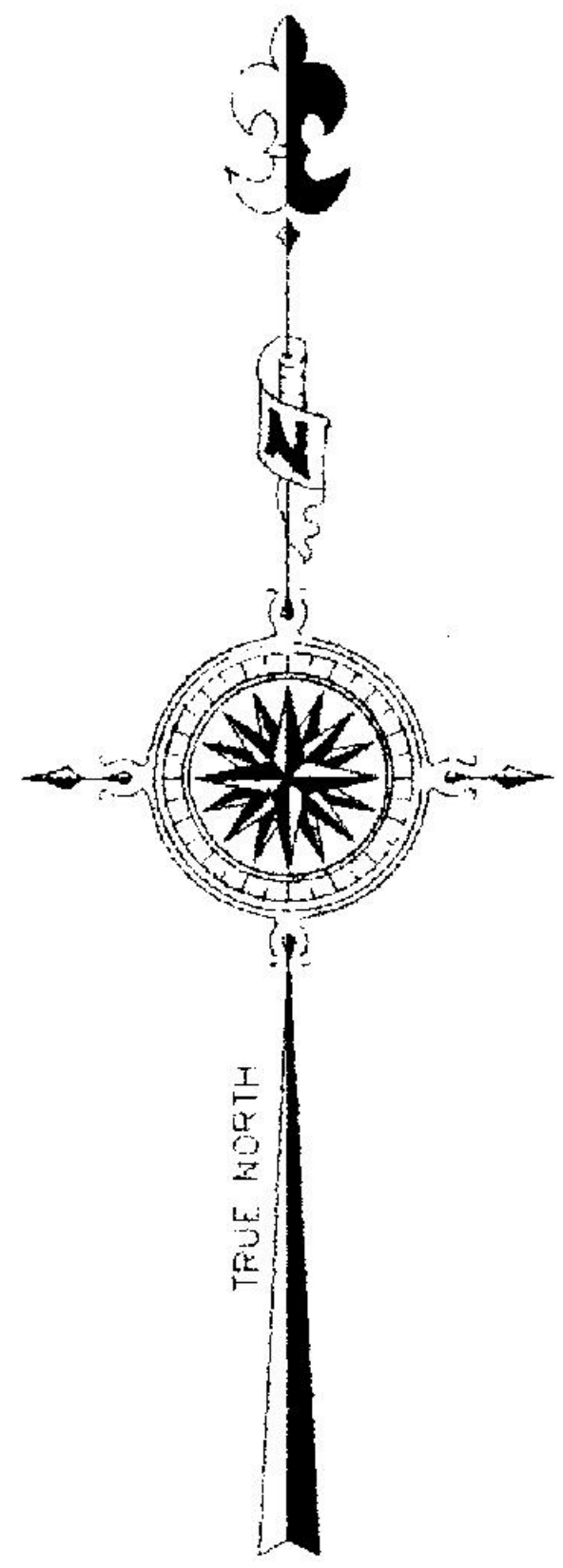
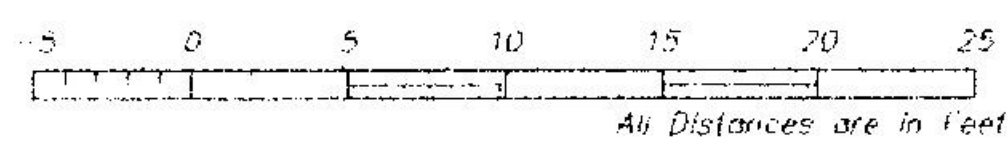
Schedule A

SKETCH SHOWING LOCATION OF FORMS FOR DWELLING WITH POUR STRIP ELEVATIONS AND PARTIAL ROUGH LAYOUT FOR GARAGE AND LOCATION OF PERIMETER CONCRETE WALLS WITH ELEVATIONS ON

LOT 20, BLOCK 18
DISTRICT LOT 1815
GROUP 1, NEW WESTMINSTER DISTRICT
PLAN 10651

P.I.D. 009-322-477

SCALE: 8 FEET TO 1 INCH



Notes:
Field ties completed March 4, 2021.
RT: Denotes red top hub set (± 0.1).
PS12.3.4: Denotes pour strip elevation.
Not to be used for locating property lines.
This Document is not valid unless originally signed & sealed.
Certified Correct according to Plan 10651, and LMP52535.

William R. Chapman
this 5th day of March, 2021.

Elevations shown to the nearest 0.1'.
Use Benchmarks Only.

Building envelope to be confirmed by the Municipality of the Village of Lions Bay.

© CHAPMAN LAND SURVEYING LTD. 2021
British Columbia Land Surveyors
#107-100 Park Royal South
WEST VANCOUVER, B.C.
V7T 1A2 604-926-7311
FAX 604-926-6923
EMAIL bill@chapmansurvey.com

LIONS BAY BOOK: 2333(22-32,75-76),2325(93-104),2435(6-8) JOB: 19-061 FILE: 1077 DRAWN BY: KS
COMP: Q:\Eagle\1077\Lot 20-19061\MS1077-20-19061-F02.dwg

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

| | | | |
|-------------------|---|---------------------|---------------------|
| Type | Request for Decision | | |
| Title | Public Consultation for the Consideration of Amendments to or Replacement of Trees, Views and Landscapes Bylaw No. 393, 2007 | | |
| Author | Karla Duarte | Reviewed By: | Peter DeJong |
| Date | May 21, 2021 | Version | |
| Issued for | May 25, 2021 regular Council meeting | | |

Recommendation:

THAT Council directs staff to undertake community engagement on the draft amendments to the Trees, Views and Landscapes Bylaw No. 393, 2008, as outlined in the staff report titled “Public Consultation for the Consideration of Amendment to or Replacement of Trees, Views and Landscapes Bylaw No. 393, 2007”, dated May 25, 2021.

Attachments:

- (1) Proposed changes to the Trees, Views and Landscapes Bylaw No. 393, 2007
- (2) Original Trees, Views and Landscapes Bylaw No. 393, 2007

Key Information:

The purpose of this report is to provide a summary of the proposed updated Trees, Views and Landscapes Bylaw No. 393, 2007 and to request Council’s endorsement on the proposed next steps regarding community engagement.

Songbird Nesting Season and Protection

At the May 4, 2021 regular Council meeting, Council directed staff to present proposed amendments to Trees, Views and Landscapes Bylaw No. 393, 2007 (“the Bylaw”) that considers protection of songbirds’ nests during nesting season. Similarly, at the April 7, 2020 regular Council meeting, Council passed a resolution that the question of implementing a moratorium on tree cutting during bird nesting season, and the parameters of that season in the bylaw, be referred to the Trees, Views and Landscapes Committee. This question was considered at the Committee’s April 22, 2020 meeting in which they noted that “providing a



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certified Arborist certifies that there are no active nests, the tree work can continue. In other words, the Tree Committee is satisfied with the present Bylaw”.

Currently, the Bylaw requires the applicant to obtain an arborist report that confirms there are no bird’s nests in the tree. This is in line with most municipal bylaws, as the protection is Federally regulated and the Government places the onus to follow such regulations on a person who is seeking to remove, top, or prune a tree. A municipal bylaw cannot preclude someone from cutting altogether if they are complying with senior government legislation by doing the due diligence it demands. Complete prohibition, regarding that matter, would be *ultra vires* our jurisdictional authority.

Where a municipal bylaw can endorse such a matter, for the protection of nests, would be to require proof that there is compliance by a suitable professional, which the bylaw already speaks to (professional arborist). However, upon review of several tree protection bylaws, there was one that suggests the use of a Qualified Professional (as defined by bylaw and in this case, a Registered Professional Biologist). Therefore, the first part the bylaw addresses, as per Council direction, is to add the definition of a Qualified Professional to encourage or require residents to obtain documentation from a Registered Professional Biologist to prove that there are no nests in a tree during the high peak of the nesting season, as defined by the Government of Canada for the Village’s Regional Zone (A1 – Forest). During the shoulder nesting season, an applicant may obtain documentation from an Arborist, as it currently stands in the bylaw. In addition to the arborists and Qualified Professionals providing professionalism in respect of the cutting of Municipal trees, they also have a code of ethics they must adhere to and certifying no bird nests without doing a thorough search or neglecting to search would be contrary to their professional ethics.

Other proposed changes about this point include:

- the addition of a clause to emphasize that the issuance of a Tree Cutting Permit does not authorize the permit holder to undertake any work that will contravene the provincial *Wildlife Act*, the Federal *Migratory Bird Convention Act* or Migratory Bird Regulation
- the addition of a clause that allows the Village to withhold issuing a tree cutting permit until the end of the nesting season, if the Tree is within the buffer area of a nest of a protected wildlife species, as defined by the *Provincial Guidelines for Raptor Conservation during Urban and Rural Land Development in British Columbia (2013)* or that the tree cutting must not occur except on or after a date specified in the permit



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- addition of meaning to the definition of “Significant Tree” to include any tree that contains an active nest of any bird, etc. and that constitutes the habitat of a protected wildlife species under the other Acts.

The addition of more strict wording and definitions would afford greater protection during songbird nesting season and still allow for an applicant to submit a permit application. However, the requirement of obtaining Registered Professional Biologist, would be more cost prohibitive, which is why such a change would be best tested through public consultation, as recommended.

Intent of the Bylaw and Other Proposed Changes

As with every tree bylaw in a municipality, and perhaps more so in Lions Bay (as the title of the bylaw would suggest), the intent is to balance the competing interests of those who wish to enjoy the benefits of trees and those who wish to enjoy the benefits of an unimpeded view. It also provides residents with an opportunity to take a more active role in the management of municipal trees, whether it be for any of the benefits related to either of the competing interests (eg: aesthetic values, shade, privacy, screened views, unimpeded views, etc.) or for perceived safety and security interests (eg: where the Municipality does not share the resident’s perception of safety in defined circumstances). The process is intended to enable residents to apply for a cutting permit and for their neighbours to have an opportunity to be heard in the process.

The process is not intended to be onerous or costly to residents in terms of the application fees, but they are required to use an arborist or qualified contractor to ensure that the Municipality is protected from liability.

Staff’s review of several tree protection bylaws outlined several other changes required, for clarity, in the Village’s Bylaw. These changes are as follows:

- definition of Hazardous Trees and clauses to that effect
- clarifying the definition of Replacement Tree
- Additions to requirements for the Tree Cutting Permit to ensure protection against slope and instability. This is already the current practice and staff are generally qualified to do so, but where circumstances are more complicated, the applicant can be required to retain a Qualified Professional.



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- removal of the application and permit forms from the bylaw. The reason is that any changes, including formatting and grammar improvements would have to come back to Council, which would make changes an onerous process. With advancing technology and the ability to apply and fill out forms online, these changes are made as part of an operational process and therefore, do not need to be part of the bylaw.
- clause for the ability to revoke a tree permit
- addition of clauses with respect to Tree Damaging Activities
- Changes to Exemptions
- Formatting requirements that will be addressed once Council has had discussion on the proposed changes
- A new inspection and maintenance policy consistent with the capacity of the Municipality and with considerations adopted by other municipalities in respect of liability matters. This wording still requires legal review and fine tuning.

Public Consultation

In consideration of the stricter language around requirements to obtain Qualified Professionals, the cost that would be imposed on an applicant, and the other proposed changes, staff is recommending that Community Engagement be held regarding this bylaw in the following manner:

- Undertake targeted engagement with those who directly work with the bylaw (Tree Committee and arborists) through feedback on the proposed changes via Zoom meeting or electronic communications;
- Provide information to the general public through:
 - o An ad in the Village Update about the proposed changes and a place for residents to call, email and write,
 - o Launching a Have Your Say on the website that includes:
 - information about changes;
 - feedback email

This would ensure that staff is capturing any ideas, challenges, or other information that could be of consideration for the bylaw.

Other Considerations

Upon reviewing other Tree Protection bylaws, staff noted that there are several opportunities that could also be of interest:



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- the implementation of a Tree Replacement Program that would ensure replacement of any trees that are proposed to be removed, either in the same spot, if safe and approved so by Public Works or in another location. This would include the substitution of low growing vegetation suitable for slope stability as opposed to planting another tree that will be the subject of future cutting applications.

An increase in the application fee (which is currently on the low end, comparatively) could direct funds towards such a program. Another option would be to propose a cash in lieu program, where replacement trees cannot be accommodated in the same location, a cash-in-lieu option of a \$500 contribution per replacement tree to a Tree Planting Reserve Fund would be available. The fund would be used to plant trees or other vegetation on municipal property, such as in parks or boulevards, and for maintenance of municipal trees (eg: in parks). The current bylaw does not offer a cash-in-lieu option.

Conclusion

When a bylaw requires several amendments, the course of action is to create a new bylaw. The current bylaw was written 14 years ago and since then, there has been a few major amendments. Thus it is recommended that a new bylaw be considered after public consultation with the proposed changes presented to Council.

The Village currently receives less than a dozen tree applications per year and it is also recommended that Council consider where such a review would fit in Council's identified strategic priorities with consideration of staff time to undertake such a review. It may be, however, that this can be accomplished in conjunction with public consultation on the pending boulevard maintenance and encroachment bylaw.

Options:

- (1) Direct staff to proceed with a consultation plan for the proposed amendments – this would entail the creation of a new draft bylaw with all the changes noted and a plan in accordance with the suggestions in this report;
- (2) Direct staff to proceed with option 1 but to bring the draft bylaw back to Council first for comment and first two readings before putting out for public consultation;



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(3) Direct staff otherwise.

Preferred Option: Option 1 or 2 will ensure that the likely wide range of opinion on tree matters is gathered prior to any amendments to the bylaw or rewriting as a new bylaw.

Legal Considerations: Legal review may be required depending on the direction to be taken.

Follow Up Action: Implement Public Consultation on the Trees, Views and Landscapes Bylaw.

Communication Plan: The plan would be in accordance with the suggested notes for Public Consultation.



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Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007

Office Consolidation

This document is an office consolidation of Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007 (formerly Village of Lions Bay Tree Bylaw No. 393, 2007) 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 Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007, as amended, nor is it admissible in a court of law. For such purposes, official certified copies of the original bylaws can be obtained from the Village Office or by contacting us at: admin@lionsbay.ca

List of Amending Bylaws

| Bylaw No. | Section | Description | Adopted |
|-----------|---------|---|-------------------|
| 465 | 3.1(9) | Amends s.3.4.1.4 | September 2, 2014 |
| 491 | All | Various amendments to text and schedules | July 19, 2016 |
| 497 | 3.4.1.4 | Amend references to previous bylaw number | January 1, 2017 |
| 518 | All | Various amendments to text and schedules | April 4, 2017 |
| | | | |

**VILLAGE OF LIONS BAY
BYLAW No. 393, 2007**

TREES, VIEWS AND LANDSCAPES BYLAW

**A Bylaw to manage the preservation and replacement of,
and to regulate the pruning and removal of, trees on municipally owned lands,
for the safety and enjoyment of the residents of the Village of Lions Bay.**

WHEREAS the Council wishes to manage trees on municipal lands in order to protect the natural environment of Lions Bay for the future of the Village, while at the same time taking into account ~~the need to protect~~ public safety, as well as wherever feasible the preservation of scenic views and landscapes;

AND WHEREAS, given the conflict that may at times arise ~~between individual interest and the public good on issues~~ concerning the management of trees on municipal lands, it is desirable that a consistent approach be articulated;

AND WHEREAS the Community Charter gives Council the authority, by Bylaw, to preserve trees, regulate the pruning and removal of trees ~~for any reason, including but not limited to public safety~~, charge a fee for a permit to allow the cutting and removal of trees and require the replacement of trees cut down;

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

CITATION

1. This Bylaw may be cited for all purposes as "Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007".

**PART I
DEFINITIONS**

2. In this Bylaw:

"Administrator" means the person appointed by Council as the Administrator for the

Village.

“Affected Property Owner” means any adjacent property owner and any property owner whose line of sight or proximate enjoyment, including but not limited to shade and aesthetics, may be affected if an application is approved.

[Amended by Bylaw No. 518]

“Bylaw Enforcement Officer” means an individual appointed from time to time by Council to enforce Village Bylaws.

“Certified Arborist” means a person certified and in good standing by the International Society of Arboriculture or the National Arborist Association as an arborist.

“Council” means the elected Council of the Village.

“Cut” means to cut down or remove a tree by any means and includes the cutting of a tree trunk, the topping of a tree, or the removal of a tree branch where the branch has a diameter of 7 centimetres or greater.

“Drip Line” means the outermost perimeter of the canopy of a tree, seen as a line on the ground around the trunk of a tree directly beneath the ends of the outermost twigs and branches.

“Hazardous Tree” means any tree or portion of a Tree which, that:

- a) due to its location, condition or any other circumstance, has been determined, by a Certified Arborist (subject to the Village’s right to a second qualified opinion) or by the Administrator on advice from the Public Works Manager and/or the Tree Committee, to present a hazard or unacceptable risk to the safety of persons, private property or any other tree(s);
- b) in the opinion of the utility company having jurisdiction, interferes with, or is in such proximity to, utility wires as to create a dangerous situation; or
- a)c) in the opinion of the Administrator or on advice from the Public Works Manager, interferes with, blocks, or damages a drainage, water or sewer system or other parts of an improvement;

“Lot” is defined as a parcel of land registered in the Land Title Office.

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“Municipal Lands” means all lands within the boundaries of the Village of Lions Bay that are owned by the Village, including, but not limited to, all roads, boulevards and all Village parks.

“Owner” has the same meaning as in the Community Charter.

[Amended by Bylaw No. 518]

“Pruning” means the trimming of living or dead parts from a tree in order to reduce size or to maintain the shape and health of the tree. For the purposes of this bylaw Pruning and Prune shall be used interchangeably.

“Replacement Tree” means any tree, regardless of size, required by under the authority of this Bylaw to be planted to replace a tree that has been cut, removed, or damaged, or a tree planted as a condition of that is shown on an approved Tree Cutting and Replacement Plan as a replacement for a tree which has been cut down.

“Significant Tree” means

- a) any tree that is of particular significance to the Village, due ~~to size to size,~~ age, landmark value, cultural, ecological or social import, including but not limited to those specified in Schedule “A”,
- b) trees planted by the Village in parks or on boulevards,
- c) any specified Replacement Tree,
- d) any tree that contains an active nest of any bird, or the nest, whether active or not, of an eagle, peregrine falcon, gyrfalcon, heron, osprey, or burrowing owl,
- e) and any tree that constitutes the habitat of a protected wildlife species under the Provincial Wildlife Act or Federal Migratory Birds Convention Act and Regulation.

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“Tree” means any woody plant of any species where the diameter of the trunk, when measured 1.4 metres above natural grade, is greater than 20 centimetres, or in the ~~case of~~ case of Arbutus (*Arbutus menziesii*), Pacific Dogwood (*Cornus nuttallii*), and Western Yew (*Taxus brevifolia*) trees, where the diameter of the trunk when measured 1.4 metres above level grade is greater than 10 centimetres. The diameter of a tree shall be determined by dividing the circumference of the trunk measured 1.4 metres above the ground by 3.142. The diameter of a tree having multiple trunks 1.4 metres

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above the ground shall be the sum of 100 per cent of the diameter of the largest trunk and 60 percent of the diameters of each additional trunk.

“Tree Cutting Permit” means a permit issued by the Administrator in accordance with this Bylaw, which will allow cutting of trees under conditions stipulated in the Bylaw. ~~An example of the permit is contained in Schedule B.~~ A permit is only a permission ~~pursuant to~~ ~~pursuant to~~ this Bylaw, ~~and~~ ~~Bylaw and~~ does not relieve the permit holder from complying with all other laws, regulations and requirements of any public authority having jurisdiction including, but not limited to the BC Wildlife Act and the Canada Migratory Birds Convention Act and Migratory Birds Regulation, nor relieve the holder from complying with civil, common law or contractual obligations.

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“Tree Cutting and Replacement Plan” means a plan which shows the trees proposed to be cut and the location, size (height and diameter) and species of replacement trees to be planted upon a subject site.

“Tree ~~R~~emoval” means the cutting down of the entire tree.

“Tree Survey” means a plan of a subject site showing the location, species and trunk diameter of all existing trees as defined by this Bylaw.

“Tree Topping” means the removal of the top of a tree to leave the trunk level with lateral branches.

“Trees, Views and Landscapes Committee” means an advisory Committee appointed from time to time by the Council to provide advice on the application of this Bylaw and to make recommendations to Council on applications that are made for permission to cut or prune trees. The Terms of Reference and General Guidelines for this Committee are contained in Schedule D.

“Qualified Professional” means a Professional with appropriate education, training and experience, fully insured and in good standing with the relevant Professional association, and means:

- a. for the purpose of slope hazard assessments, a Professional Engineer or Professional Geoscientist, as appropriate, with experience or training in geotechnical and geohazard assessments; and
- b. for the purpose of nest identification or compliance with the Riparian Area

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Regulation, a Registered Professional Biologist.

c. for the purpose of wildfire hazard assessments, a Registered Forest Professional Qualified by training, with at least two years' experience in the assessment, fuel management prescription and mitigation of wildfire hazards in British Columbia.

“Village” means the Municipality of the Village of Lions Bay.

“Works Manager” means the Manager of Public Works and Services for the Village.

PART II

APPLICATION OF BYLAW

- 3.1. This Bylaw applies to all municipal lands within the Village.
- 3.2. No person shall obstruct or attempt to obstruct any Bylaw Enforcement Officer, official, employee or agent of the Village in the exercise of any of that person’s duties under this Bylaw.

TREE CUTTING PERMIT

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- 3.3. No person ~~may shall Cut, Prune or remove a Tree or Significant Tree on municipal land, or cause suffer or permit any Tree or Significant Tree on municipal land to be Cut, Pruned, or Removed, without first having applied for and having obtained a Tree Cutting Permit~~ except in accordance with the terms and conditions of a valid Tree Cutting Permit, an example of which is appended as Schedule B, which may be amended from time to time.
- 3.4. An application in writing for a Tree Cutting Permit in a form provided by the Village, appended as Schedule A, as amended from time to time, shall be ~~made~~ made to the Village Office.
 - 3.4.1 The application will include the following:
 - a. A detailed description of the proposed work, including a

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statement of purpose and rationale for the proposed Tree Cutting, Pruning or Removal;

a. A detailed description of the proposed work including a statement of purpose and rationale.

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b. The ~~street~~ location of the proposed work referencing the private property addresses nearest the proposed work;

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c. A description of the species of tree to be cut, including location and height of tree, and amount to be cut. A clearly labelled photograph must be provided, and if pruning is required, a line must be drawn on the photograph indicating the extent of the proposed pruning; ~~the each~~ subject tree must also bear a clearly visible ribbon marker.

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d. The methods proposed for control of drainage and erosion impacts ~~during and after~~ as a result of the Tree Cutting or Removal;

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e. The proposed methods for disposal of wood waste and other debris;

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f. The proposed methods of noise and dust control during the Tree Cutting or Removal operation;

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~~g.~~ Where Public Works is concerned that the Tree(s) proposed to be Cut or Removed are within a riparian area or where removal ~~are on Sloping Terrain~~ may cause erosion or slope instability, the Public Works Manager may require a report signed by a Qualified Professional certifying that the proposed Cutting or Removal shall not contravene the Riparian Area Regulation or result in an increased risk or danger of erosion or slope instability;

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~~e.g.~~ If relevant, a proposed replanting plan indicating: location, species and size of tree, bush and shrub that is to be planted to replace the removed tree. The tree, bush or shrub may be planted in the same location or in another area agreed upon by the Village on the advice of the Tree Committee.

~~d.h.~~ A non-refundable permit application fee in accordance with Schedule 2 of Fees and Charges Bylaw No. 497, 2016, as amended,

Village of Lions Bay
Trees, Views and Landscapes Bylaw No. 393, 2007
Consolidation
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paid prior to the issuance of a permit.

[Amended by Bylaw 465]

[Amended by Fees Bylaw No. 497, 2016]

i. The name of the tree cutting contractor, if applicable, together with the date and time of the planned work.

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e.j. Confirmation that Affected Property Owners in the area of the proposed tree pruning or cutting have been specifically consulted and any opinions expressed, verbally or in writing, are included with or attached to the application.

[Amended by Bylaw 518]

3.4.1.5.k. A plan for tree re-planting if applicable required to address erosion or slope stability issues. The Village will not allow to be planted on municipal land trees that will grow to a height that could impede utilities and signage visibility, safety and the enjoyment of views, or interfere with any municipal infrastructure in the ground.

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~~a. 3.4.1.7 Confirmation that Affected Property Owners in the area of the proposed tree pruning or cutting have been specifically consulted and any opinions expressed, verbally or in writing, are included with or attached to the application.~~

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~~a. [Amended by Bylaw 518]~~

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i. If required by the Administrator/Public Works Manager:
If relevant, a proposed replanting plan indicating: location, species and size of tree, bush, and shrub or other vegetation that is to be planted to replace the removed tree. The tree, bush or shrub may be planted in the same location or in another area agreed upon by the Village on the advice of the Tree Committee.

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i. Such further and other information as the Municipality determines is necessary to adequately describe the nature and extent of the Tree Cutting or Removal operation.

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m. Where the Tree Cutting or Removal is for a Tree that the applicant purports to be a safety issue or Hazardous Tree:

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i. Evidence that the Tree is in imminent danger of falling;

ii. A report prepared by a Certified Arborist certifying that the Tree is dead, diseased, damaged or otherwise constitutes a physical hazard to persons or property (subject to the right of the Village to get a second qualified opinion).

HAZARDOUS TREES

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In the event that a Tree is in imminent danger of falling, a person may request that Public Works department inspect the tree as soon as possible, whether or not an application has been submitted in respect of the subject tree.

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The Public Works Manager has the right to cut or arrange to cut any tree or branch deemed to be hazardous. The Public Works Manager may also determine that a tree ought to be cut if it is unhealthy or if there are other circumstances, whether health related or operational, which support cutting the tree.

TREE CUTTING PERMIT PROCEDURES

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3.4.2. Each application will be forwarded by the Village Office to the Public Works Department for comment once all application requirements have been met, and then to the Trees, Views and Landscapes Committee with any comments from Public Works.

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3.4.2.1 The Trees, Views and Landscapes Committee, acting in accordance with the Terms of Reference appended as Schedule ~~DB~~ and forming a part of this bylaw, will determine a date and time for a Committee meeting to consider the application, which shall be held at or near the site of the proposed permit location.

3.4.2.2 The Trees, Views and Landscapes Committee Chair will notify the Village Office at least 8 clear days in advance of the Committee meeting date and the Village will publish in sufficient time to provide for Notice of the Trees, Views and Landscapes Committee Meeting to the Public Notice Posting Places as defined in Council Procedures Bylaw No. 476, 2015, and in the

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Village Update newsletter. [The Committee meeting may take place no earlier than the day following publication of the Village Update.](#)

[Amended by Bylaw 518]

- 3.4.2.3 Members of the public may attend the onsite Committee meeting or submit comments via the Village Office.
- 3.4.3. The Trees, Views and Landscapes Committee will,
- 3.4.3.1 acting in accordance with its Terms of Reference in Schedule ~~DB~~, convene its open meeting at the appointed place, date and time and, after hearing from the applicant, if in attendance, will provide any member of the public who is present an opportunity to be heard verbally or in writing; and
- 3.4.3.2 duly take minutes of the meeting and will provide those draft minutes and its recommendation to the Village Office for inclusion on the Agenda of the next available Council meeting.
- ~~3.4.4.~~ As a general practice requests by residents for the removal or cutting of any Significant Tree shall only be allowed by special exemption, and when no other compromise can be found. The Council will review each request on its merits. Exceptions can also be made in cases where such cutting or pruning is unavoidably required for reasons of safety or through exceptional circumstances such as the installation of roads or services. ~~However, all trees on municipal property, including Significant Trees listed in Schedule C, shall be included in the Village's routine of tree maintenance.~~
- 3.4.4.
- 3.4.5. All Tree Cutting Permits are valid only for a period of one (1) year from the date the Permit is approved by Council, subject to such longer period as may be determined by Council.
- 3.4.6. The Tree Cutting Permit applicant must hire a certified arborist or professional tree cutting contractor and will be responsible for all costs associated with cutting and ~~clean up~~ clean up of the tree for which the Permit was taken out. Clean up will be done to the satisfaction of the Village before the damage deposit required in section 3.4.9 will be returned to the applicant.

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3.4.7. Any expense of an inspection by a Certified Arborist or Qualified Professional for tree evaluation or birds nests will be borne by the Tree Cutting Permit applicant. In order to support the requirements and intent of the provincial Wildlife Act, the federal Migratory Bird Convention Act and the Migratory Bird Regulation, no tree cutting may be carried out between:

~~In order to protect nesting birds, no tree cutting may be carried out between March 1st and July 31st in any given year~~

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3.4.7.1 March 10th and May 5th and between July 20th and August 9th in any given year unless a Certified Arborist certifies that there are no bird nests in the subject tree or trees,

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3.4.7.2 May 6th and July 19th in any given year unless a ~~arborist~~ Qualified Professional certifies that there are no bird nests in the subject tree or trees, ~~or~~

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and the applicant has complied with all federal and provincial enactments pertaining to the proposed cutting or pruning.

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~~3.4.8~~ 3.4.8 For greater clarity, the issuance of a Tree Cutting Permit does not authorize the permit holder to undertake any work that will contravene the Wildlife Act or the Federal Migratory Bird Convention Act or the Migratory Bird Regulation.

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3.4.9 Prior to the issuance of a tree cutting permit, an applicant shall provide a damage deposit of \$500 and the applicant, or his/her designated arborist or contractor, is required to be in good standing with WorkSafe BC and obtain and maintain at all times during the validity of the tree cutting permit, public liability insurance in the amount of \$5,000,000 in connection with the obligations under this bylaw, which insurance policies shall include deductibles and terms satisfactory to the Village, shall name the Village as an "Additional Named Insured", and shall provide that the insurer shall notify the Village in writing at least 30 days prior to cancellation of the policy. The applicant shall deliver a certified copy of the policy to the Village upon demand and evidence of coverages shall be provided in the form of an insurance certificate prior to the commencement of any work.

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3.4.10 The Administrator may withhold issuing a tree cutting permit until the end of the nesting season, if the Tree is within the buffer area of a nest of a

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Village of Lions Bay
Trees, Views and Landscapes Bylaw No. 393, 2007
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protected wildlife species, as defined by the Provincial Guidelines for Raptor Conservation during Urban and Rural Land Development in British Columbia (2013) or that the tree cutting must not occur except on or after a date specified in the permit.

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3.4.93.4.8 3.4.11 The Administrator may revoke a tree cutting permit if it appears to the Administrator that the permit was issued in error or on the basis of incorrect, false or misleading information, or the permit holder has failed to comply with the permit.

TREE DAMAGING ACTIVITIES

3.5. No person shall carry out any of the following tree damaging activities in respect to any tree to which this Bylaw applies unless a permit is first obtained and the activity is carried out strictly in accordance with the permit. The Municipality may require a Root Protection Zone Plan to be prepared by a certified arborist and approved by the Municipality prior to construction related activities taking place pertaining to:

3.5.1 Cutting, damaging or undermining the roots growing inside the drip line of a tree;

3.5.2. Placing fill, building materials or structure upon land inside the drip line of a tree;

3.5.3. Operating trucks, backhoes, excavators or other heavy equipment over the roots of a tree inside the drip line;

~~3.5.3.~~

3.5.4. Denting, gouging or damaging the trunk of a tree;

3.5.5. Removing bark from a tree;

3.5.6. Sabotaging a tree with intent to kill it, including but not limited to using chemical or mechanical means-

3.5.7. Pruning the tree so excessively as to purposefully cause the tree to decline or die; or

~~3.5.6~~3.5.8. Attaching a sign or poster to a Significant Tree in any manner that may Damage the Significant Tree.

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EXEMPTIONS

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3.6. The following are general exemptions from this Bylaw:

3.6.1. ~~Subject to section 3.4.7, R~~removal or pruning by acceptable arboriculture practices of dead, diseased ordamaged trees as identified by a Certified Arborist or the Works Manager in consultation with the Tree Committee;

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3.6.2. Emergency removal by acceptable arboriculture practices of ~~H~~azardous ~~T~~rees, ~~branches or portion of either~~, as identified by a Certified Arborist or the Works Manager ~~in consultation with the Tree Committee~~;

~~3.6.3.~~ Cutting or pruning of brush and trees under ~~20 centimetres in the~~ minimum diameter ~~s specified in the (excepting the species mentioned under the definition of "Tree") on Village property~~ by ~~property~~ owners ~~on the Municipal boulevard~~ between their residential property line and the road. Removal of cuttings and ~~clean up~~clean-up is the responsibility of the individual or individuals who undertake(s) the work;

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~~3.6.3.~~ The Removal or Cutting of a Tree is to facilitate Municipal works or services, whether by Cutting of trees by the Village, through its employees, agents or contractors for safety or any other reasons, including but not limited to infrastructure projects, visibility of hydrants and signs, traffic sights lines, accessibility for emergency vehicles and to facilitate parking;

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~~3.6.4. Regular maintenance Pruning by Public Works in respect of select trees in Parks and other Village owned lands. to manage tree growth on a schedule created and executed by the Works Manager in consultation with the Tree Committee and other expert advice as from time to time deemed advisable and approved by Council.~~

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3.6.4. Pruning for utility wire clearance is the responsibility of the utility company concerned, ~~in concert with a representative of the Tree Committee, utilizing standard arboriculture practices.~~

CONTRAVENTION OF BYLAW

3.8. Where a tree is cut in contravention of this Bylaw or conditions of a permit are breached:

3.8.1. An offence or bylaw contravention is committed under this Bylaw, and

3.8.2. The cutting of each tree shall constitute a separate offence or bylaw contravention.

3.9. Any person who contravenes any provision of this Bylaw, or who wilfully damages or cuts a tree on municipal property, contrary to or without a Tree Cutting Permit,

3.9.1 Is guilty of an offence or bylaw contravention and is liable to the penalties imposed under Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended, or, at the election of the Village, the penalties imposed by this Bylaw as follows:

- a. The minimum penalty for each tree which is not a Significant Tree as defined in Schedule C is a fine of
 - i. \$1,000 for the first tree cut without a permit, and
 - ii. \$3,000 for each subsequent tree cut without a permit.
[Amended by Bylaw 518]
- b. The minimum penalty for each tree which is a Significant Tree as defined in Schedule C is a fine of not less than
 - i. \$4,000 for the first tree cut without a permit, and
 - ii. \$6,000 for each subsequent tree cut without a permit.
[Amended by Bylaw 518]

3.9.2 And will be required to undertake the following remedial measures:

- a. Present a Replacement plan for any trees that were cut in contravention of this bylaw;
- b. Replace trees that were cut with replacement trees in accordance with good arboriculture practice as determined by a qualified person approved by Council;
- c. Ensure that replacement trees are of a minimum size approved by Council.

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REGULATIONS AND ENFORCEMENT

- 3.10. Any law enforcement officer, Bylaw Enforcement Officer, or authorized agent appointed by the Village, may enforce this bylaw by way of:
 - 3.10.1 summary prosecution under the Offence Act;
 - 3.10.2 if applicable, issuance of a municipal ticket under a valid municipal ticket information bylaw;
 - 3.10.3 Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended.

- 3.11. In the event the Village elects enforcement under the Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended, the bylaw contraventions listed in sections 3.8 and 3.9 of Village of Lions Bay Tree Bylaw No. 393, 2007, as amended, shall not constitute the creation of an offence or offences, notwithstanding the wording to the contrary within sections 3.8 and 3.9 and the issuance of a bylaw notice shall not constitute the charging of a person with the commission of an offence.

READ A FIRST TIME this 17th day of September, 2007

READ A SECOND TIME this 17th day of September, 2007.

READ A THIRD TIME this 17th day of September, 2007.

ADOPTED this 20th day of September, 2007.

Mayor

Administrator

**Certified a true copy of
Bylaw No. 393 as adopted.**

Administrator

SCHEDULE "CA"

Significant Tree Categories

The following trees are designated Significant Trees in the meaning and spirit of this Bylaw:

NATIVE TREE SPECIES

Pseudotsuga menziesii Douglas Fir, exceeding 70 cm diameter
Picea sitchensis Sitka Spruce, exceeding 70 cm diameter
Abies grandis Grand Fir, exceeding 60 cm diameter
Thuja plicata Western Red Cedar, exceeding 70 cm diameter
Tsuga heterophylla Western Hemlock, exceeding 70 cm diameter
Arbutus menziesii Arbutus, exceeding 10 cm diameter
Taxus brevifolia Western Yew, exceeding 10 cm diameter
Cornus nuttallii Pacific Dogwood, exceeding 10 cm diameter
Acer macrophyllum Big Leaf Maple, exceeding 70 cm diameter
Alnus rubra Red Alder, exceeding 60 cm diameter
Acer circinatum Vine Maple, exceeding 10 cm diameter

MEMORIAL TREES

The memorial dogwood tree planted at the centre of Wade Park;
The memorial oak tree planted at Marjorie Meadows;
Any other tree designated by the Trees, Views and Landscapes Committee as a memorial tree, or of other social or cultural significance.

ORNAMENTAL TREES

Any trees that have been or will be planted to ornament Municipal lands, including boulevards.

SPECIMEN TREES

Any unusual specimen tree as designated and registered by a Certified Arborist upon inspection.

ANCIENT GROWTH TREES

Trees greater than 90 centimetres in diameter are considered ancient growth and should be protected under any circumstances unless they become a hazard to life, homes or services.

[REPLACEMENT TREES \[ie. Under a tree replacement plan\]](#)

SCHEDULE "BB"

Trees, Views and Landscapes Committee

Terms of Reference

The purpose of the Trees Views and Landscapes Committee is to act in an advisory capacity to Council on matters related to the [rights of residents in respect of tree cutting permit applications development, interpretation, enforcement and future direction of tree management in the Village of Lions Bay. It is the first point of reference for Tree-Cutting Permit applications under the Tree Bylaw](#), and is expected to provide balanced and objective advice to Council on these applications.

The Trees, Views and Landscapes Committee is an advisory committee of Council. It consists of four residents of Lions Bay, appointed by Council, one of whom is Chair, plus one member of Council. Quorum consists of any 3 members being present at an open meeting and any member may be elected as Chair by the Committee. Appointed members will preferably have special knowledge or expertise in tree management, and be willing and able to take an impartial and objective view of applications that come before them. On each application, the recommendation recorded and forwarded to Council will be that of the majority of the members present at a duly constituted meeting of the Committee. The appointments are for a four year term and are renewable at the pleasure of Council.

General Guidelines

While it is understood that the specifics of each application for pruning or tree removal under the Bylaw will be different, the following general considerations should apply:

1. *The natural character in the area of the Village in which an application is made.*
 Differentiation among the various distinct neighbourhoods should be allowed for. The nature of Village parkland and the need to protect it for future generations should also be a factor. Environmental arguments, such as the value of the contribution made by trees to air quality and the "greenness" of the planet, deserve consideration, but, given the immediate proximity of dense forest wilderness, should not carry undue weight.
2. *The effect on neighbours.* Lions Bay residents are consistently divided between those for whom a distant view is most important, and those for whom the trees and forest take precedence. Both have viable, legitimate claims, which should be respected. The resident who bought his or her home for the view and has seen that view slowly

disappear because of maturing trees on municipal property has reasonable cause to seek a remedy. However, the simple fact that, over time, trees grow should not be ignored. It is also important to give appropriate weight to expressed concerns. For instance, persons who enjoy the sight of a stand of trees as they pass on their daily commute might be thought to have less say in the matter than those whose home overlooks the same trees, and whose enjoyment of a view is impacted by them. However, while a view of Howe Sound will be given serious consideration in the decision-making process, this consideration will be in the context of other factors such as the overall Village environment and appearance, the number of trees in the vicinity, and the value of the trees themselves as part of our environmental heritage.

3. In contentious situations it is important to consider options other than wholesale removal, providing always that retention of large trees does not endanger property, create a fire hazard or compromise the safety of utility lines. A number of compromise alternatives exist for opening up our woodland to light, air and views. Such opportunities include:
 - thinning out trees to open the view and enhance the aesthetic value of the remaining trees,
 - selectively limbing up trees by removing lower branches to improve both light and view, always providing that views enjoyed by residents at higher elevations or to the rear of the subject lot are not compromised,
 - spiralling – that is, thinning out branches, with approximately alternate ones removed, circling the tree
 - windowing – removing several branches from a given area along the trunk, providing a window through which to see a distant view
 - topping – ~~while this is not considered a preferred suitable arboreal treatment of tall trees, it should remain an option, where appropriate, for consideration by the Trees, Views and Landscapes Committee and may only be considered where trees have been previously topped~~ trees may be re-topped, if, on the advice of a Certified Arborist ~~or the Trees, Views and Landscapes Committee~~, the re-topping is considered a suitable prescription or if retention of the tree is required for erosions control or slope stability, although other means of erosion control or slope stability should be given preference if feasible.

4. In cases involving unresolved conflict, all parties will have the opportunity to present their views directly to Council, which may request additional information and meetings, including the advice of a Certified Arborist or Qualified Professional, in the process of reaching common ground ~~and~~ making its final decision.

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SCHEDULE "EC"

Tree Care Inspection and Maintenance Policy

The Village of Lions Bay does not inspect, monitor or maintain trees or branches on any lands for which it is responsible except to the extent that it is brought to the attention of the Municipality that a tree is unhealthy or unsafe and particularly susceptible to imminent failure.

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The Municipality does not accept liability for trees or branches that fail unless there has been some indication that the tree was unhealthy, showing signs of rot, and that that this condition was brought to the attention of the Municipality or that it ought to have known that was the case.

The Municipality is not responsible for damage to persons or property from fallen trees or branches, nor for the clean up of debris in respect of private property, unless it is negligent in having failed to deal with a tree or branch that it knew or ought to have known was unhealthy and particularly susceptible to imminent failure. The Municipality does not clean up fallen tree debris on private property unless the owner signs a consent and waiver of liability and pays for the removal services at the stipulated Public Works rate in the Fee Bylaw, subject to availability of Public Works staff.

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Where a tree originates on private property but impacts public property, the Municipality will clean it up on public property to the extent necessary to ensure safe passage and access to services, and will not bill the property owner for damages and clean up unless there is evidence of negligence on the part of the owner (eg: if they had been sent a letter bringing to their attention that their tree was unhealthy and particularly susceptible to falling), or they had done something which was the proximate cause of the damage to Municipal property (eg: if a tree was still caught up on electrical wires and the property owner cut it free instead of waiting for a professional contractor, resulting in damage to public property).

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The inspection, monitoring and maintenance of trees on private property is the responsibility of the property owner. Where a tree straddles a parcel line between private and public property, the tree shall be considered to belong to the party on whose side of the property line over 50% of the tree is situated, when measured at a height of 1.4 metres above natural grade.

TRIMMING PROGRAM

The Public Works Department follows a flexible Tree Maintenance Program. Subject to current budget and labour allocations, all of the municipal trees in the Village will be inspected annually and receive routine care and attention, including trimming, as appropriate.

EMERGENCY WORK

Subject to current budget and labour allocations, in the event of an emergency situation, the Public Works Department personnel will perform emergency trimming and removals of downed trees providing it is safe to do so. Brush pickup, trimming, and removals are conducted on a rotational basis following the end of the emergency.

TREE REPLACEMENT

Subject to current budget and labour allocations, the Department of Public Works replaces municipal trees that are lost through accident, disease, or other causes. Every effort is made to replace each tree; however, a variety of factors – standards of spacing with regard to existing trees, driveways, fire hydrants, proximity to street intersections, underground utilities, etc. – can prohibit replacement.

TREE PRUNING

Subject to current budget and labour allocations, trees will be pruned, if it is found to be necessary, by the Department of Public Works, in conformity with standard arborist practice. Pruning may occur for purposes of public safety, road access, sign visibility or other concerns as defined by the manager of Public Works. Residents are asked to inform the Village if a tree dies or appears to be in poor health so that corrective action can be taken.

TREE TRIMMING BY PRIVATE PARTY

The maintenance of trees on private property is the responsibility of the land owner. Municipal trees will be maintained by the Department of Public Works.

If you have any further questions, please feel free to contact the Department of Public Works at 604-921-9833.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007

Office Consolidation

This document is an office consolidation of Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007 (formerly Village of Lions Bay Tree Bylaw No. 393, 2007) 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 Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007, as amended, nor is it admissible in a court of law. For such purposes, official certified copies of the original bylaws can be obtained from the Village Office or by contacting us at: admin@lionsbay.ca

List of Amending Bylaws

| Bylaw No. | Section | Description | Adopted |
|-----------|---------|---|-------------------|
| 465 | 3.1(9) | Amends s.3.4.1.4 | September 2, 2014 |
| 491 | All | Various amendments to text and schedules | July 19, 2016 |
| 497 | 3.4.1.4 | Amend references to previous bylaw number | January 1, 2017 |
| 518 | All | Various amendments to text and schedules | April 4, 2017 |

**VILLAGE OF LIONS BAY
BYLAW No. 393, 2007**

TREES, VIEWS AND LANDSCAPES BYLAW

**A Bylaw to manage the preservation and replacement of,
and to regulate the pruning and removal of, trees on municipally owned lands,
for the safety and enjoyment of the residents of the Village of Lions Bay.**

WHEREAS the Council wishes to manage trees on municipal lands in order to protect the natural environment of Lions Bay for the future of the Village, while at the same time taking into account the need to protect public safety, as well as wherever feasible the preservation of scenic views and landscapes;

AND WHEREAS, given the conflict that may at times arise between individual interest and the public good on issues concerning the management of trees on municipal lands, it is desirable that a consistent approach be articulated;

AND WHEREAS the Community Charter gives Council the authority, by Bylaw, to preserve trees, regulate the pruning and removal of trees, charge a fee for a permit to allow the cutting and removal of trees and require the replacement of trees cut down;

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

CITATION

1. This Bylaw may be cited for all purposes as “Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007”.

**PART I
DEFINITIONS**

2. In this Bylaw:

“Administrator” means the person appointed by Council as the Administrator for the Village.

“Affected Property Owner” means any adjacent property owner and any property owner whose line of sight or proximate enjoyment, including but not limited to shade and aesthetics, may be affected if an application is approved.

[Amended by Bylaw No. 518]

“Bylaw Enforcement Officer” means an individual appointed from time to time by Council to enforce Village Bylaws.

“Certified Arborist” means a person certified by the International Society of Arboriculture or the National Arborist Association as an arborist.

“Council” means the elected Council of the Village.

“Cut” means to cut down or remove a tree by any means and includes the cutting of a tree trunk, the topping of a tree, or the removal of a tree branch where the branch has a diameter of 7 centimetres or greater.

“Drip Line” means the outermost perimeter of the canopy of a tree, seen as a line on the ground around the trunk of a tree directly beneath the ends of the outermost twigs and branches.

“Hazardous Tree” means any tree which, due to its location, condition or any other circumstance, has been determined, by a Certified Arborist or the Administrator on advice from the Works Manager and/or the Tree Committee, to present a hazard to the safety of persons, private property or any other tree(s).

“Lot” is defined as a parcel of land registered in the Land Title Office.

“Municipal Lands” means all lands within the boundaries of the Village of Lions Bay that are owned by the Village, including all Village parks.

“Owner” has the same meaning as in the Community Charter.

[Amended by Bylaw No. 518]

“Pruning” means the trimming of living or dead parts from a tree in order to reduce size or to maintain the shape and health of the tree.

“Replacement Tree” means any tree, regardless of size, that is shown on a Tree Cutting and Replacement Plan as a replacement for a tree which has been cut down.

“Significant Tree” means any tree that is of particular significance to the Village, due to size, age, landmark value, cultural, ecological or social import, trees planted by the Village on boulevards, and any tree that is protected as wildlife habitat for an egg or a nest under Section 34 of the Wildlife Act. (See *Schedule C*.)

“Tree” means any woody plant of any species where the diameter of the trunk when measured 1.4 metres above natural grade is greater than 20 centimetres, or in the case of *Arbutus* (*Arbutus menziesii*), Pacific Dogwood (*Cornus nuttallii*), and Western Yew (*Taxus brevifolia*) trees, where the diameter of the trunk when measured 1.4 metres above level grade is greater than 10 centimetres. The diameter of a tree shall be determined by dividing the circumference of the trunk measured 1.4 metres above the ground by 3.142. The diameter of a tree having multiple trunks 1.4 metres above the ground shall be the sum of 100 per cent of the diameter of the largest trunk and 60 per cent of the diameters of each additional trunk.

“Tree Cutting Permit” means a permit issued by the Administrator in accordance with this Bylaw, which will allow cutting of trees under conditions stipulated in the Bylaw. An example of the permit is contained in Schedule B. A permit is only a permission pursuant to this Bylaw, and does not relieve the permit holder from complying with all other laws, regulations and requirements of any public authority having jurisdiction, nor relieve the holder from complying with civil, common law or contractual obligations.

“Tree Cutting and Replacement Plan” means a plan which shows the trees proposed to be cut and the location, size (height and diameter) and species of replacement trees to be planted upon a subject site.

“Tree removal” means the cutting down of the entire tree.

“Tree Survey” means a plan of a subject site showing the location, species and trunk diameter of all existing trees as defined by this Bylaw.

“Tree Topping” means the removal of the top of a tree to leave the trunk level with lateral branches.

“Trees, Views and Landscapes Committee” means an advisory Committee appointed from time to time by the Council to provide advice on the application of this Bylaw and to make recommendations to Council on applications that are made for permission to

cut or prune trees. The Terms of Reference and General Guidelines for this Committee are contained in Schedule D.

“Village” means the Municipality of the Village of Lions Bay.

“Works Manager” means the Manager of Public Works and Services for the Village.

PART II

APPLICATION OF BYLAW

- 3.1. This Bylaw applies to all municipal lands within the Village.
- 3.2. No person shall obstruct or attempt to obstruct any Bylaw Enforcement Officer, official, employee or agent of the Village in the exercise of any of that person’s duties under this Bylaw.

TREE CUTTING PERMIT

- 3.3. No person may cut, prune or remove a tree on municipal land without first having applied for and having obtained a Tree Cutting Permit, an example of which is appended as Schedule B.
- 3.4. An application in writing for a Tree Cutting Permit, appended as Schedule A, shall be made to the Village Office.
 - 3.4.1 The application will include the following:
 - 3.4.1.1 A detailed description of the proposed work including a statement of purpose and rationale.
 - 3.4.1.2 A description of the species of tree to be cut, including location and height of tree, and amount to be cut. A clearly labelled photograph must be provided, and if pruning is required, a line must be drawn on the photograph indicating the extent of the proposed pruning; the subject tree must also bear a ribbon marker.

- 3.4.1.3 If relevant, a proposed replanting plan indicating: location, species and size of tree, bush and shrub that is to be planted to replace the removed tree. The tree, bush or shrub may be planted in the same location or in another area agreed upon by the Village on the advice of the Tree Committee.
- 3.4.1.4 A non-refundable permit application fee in accordance with Schedule 2 of Fees and Charges Bylaw No. 497, 2016, as amended, paid prior to the issuance of a permit.

[Amended by Bylaw 465]
[Amended by Fees Bylaw No. 497, 2016]
- 3.4.1.5. The name of the tree cutting contractor, if applicable, together with the date and time of the planned work.
- 3.4.1.6. A plan for tree planting if applicable. The Village will not allow to be planted on municipal land trees that will grow to a height that could impede utilities and signage visibility, safety and the enjoyment of views, or interfere with any municipal infrastructure in the ground.
- 3.4.1.7 Confirmation that Affected Property Owners in the area of the proposed tree pruning or cutting have been specifically consulted and any opinions expressed, verbally or in writing, are included with or attached to the application.

[Amended by Bylaw 518]
- 3.4.2. Each application will be forwarded by the Village Office to the Public Works Department and then to the Trees, Views and Landscapes Committee with any comments from Public Works.
 - 3.4.2.1 The Trees, Views and Landscapes Committee, acting in accordance with the Terms of Reference appended as Schedule D and forming a part of this bylaw, will determine a date and time for a Committee meeting to consider the application, which shall be held at or near the site of the proposed permit location.

3.4.2.2 The Trees, Views and Landscapes Committee Chair will notify the Village Office at least 8 clear days in advance of the Committee meeting date and the Village will publish Notice of the Trees, Views and Landscapes Committee Meeting to the Public Notice Posting Places as defined in Council Procedures Bylaw No. 476, 2015, and in the Village Update newsletter.

[Amended by Bylaw 518]

3.4.2.3 Members of the public may attend the onsite Committee meeting or submit comments via the Village Office.

3.4.3. The Trees, Views and Landscapes Committee will,

3.4.3.1 acting in accordance with its Terms of Reference in Schedule D, convene its open meeting at the appointed place, date and time and, after hearing from the applicant, if in attendance, will provide any member of the public who is present an opportunity to be heard verbally or in writing; and

3.4.3.2 duly take minutes of the meeting and will provide those draft minutes and its recommendation to the Village Office for inclusion on the Agenda of the next available Council meeting.

3.4.4. As a general practice requests by residents for the removal or cutting of any Significant Tree shall only be allowed by special exemption, and when no other compromise can be found. The Council will review each request on its merits. Exceptions can also be made in cases where such cutting or pruning is unavoidably required for reasons of safety or through exceptional circumstances such as the installation of roads or services. However, all trees on municipal property, including Significant Trees listed in Schedule C, shall be included in the Village's routine of tree maintenance.

3.4.5. All Tree Cutting Permits are valid only for a period of one (1) year from the date the Permit is approved by Council, subject to such longer period as may be determined by Council.

3.4.6. The Tree Cutting Permit applicant must hire a certified arborist or professional tree cutting contractor and will be responsible for all costs associated with

cutting and clean up of the tree for which the Permit was taken out. Clean up will be done to the satisfaction of the Village before the damage deposit required in section 3.4.9 will be returned to the applicant.

- 3.4.7. Any expense of an inspection by a Certified Arborist for tree evaluation will be borne by the Tree Cutting Permit applicant.
- 3.4.8 In order to protect nesting birds, no tree cutting may be carried out between March 1st and July 31st in any given year, unless an arborist certifies that there are no bird nests in the subject tree or trees.
- 3.4.9 Prior to the issuance of a tree cutting permit, an applicant shall provide a damage deposit of \$500 and the applicant, or his/her designated arborist or contractor, is required to be in good standing with WorkSafe BC and obtain and maintain at all times during the validity of the tree cutting permit, public liability insurance in the amount of \$5,000,000 in connection with the obligations under this bylaw, which insurance policies shall include deductibles and terms satisfactory to the Village, shall name the Village as an “Additional Named Insured”, and shall provide that the insurer shall notify the Village in writing at least 30 days prior to cancellation of the policy. The applicant shall deliver a certified copy of the policy to the Village upon demand and evidence of coverage shall be provided in the form of an insurance certificate prior to the commencement of any work.

TREE DAMAGING ACTIVITIES

- 3.5. No person shall carry out any of the following tree damaging activities in respect to any tree to which this Bylaw applies unless a permit is first obtained and the activity is carried out strictly in accordance with the permit:
 - 3.5.1 Cutting, damaging or undermining the roots growing inside the drip line of a tree;
 - 3.5.2. Placing fill, building materials or structure upon land inside the drip line of a tree;
 - 3.5.3. Operating trucks, backhoes, excavators or other heavy equipment over the roots of a tree inside the drip line;

- 3.5.4. Denting, gouging or damaging the trunk of a tree;
- 3.5.5. Removing bark from a tree;
- 3.5.6. Sabotaging a tree with intent to kill it, including but not limited to using chemical or mechanical means.

EXEMPTIONS

- 3.6. The following are general exemptions from this Bylaw:
 - 3.6.1. Removal or pruning by acceptable arboriculture practices of dead, diseased or damaged trees as identified by a Certified Arborist or the Works Manager in consultation with the Tree Committee;
 - 3.6.2. Emergency removal by acceptable arboriculture practices of hazardous trees and branches, as identified by a Certified Arborist or the Works Manager in consultation with the Tree Committee;
 - 3.6.3. Cutting or pruning of brush and trees under 20 centimetres in diameter (excepting the species mentioned under the definition "Tree") on Village property by owners between their residential property line and the road. Removal of cuttings and clean up is the responsibility of the individual or individuals who undertake(s) the work;
 - 3.6.4. Cutting of trees by the Village, through its employees, agents or contractors for safety or any other reasons, including but not limited to visibility of hydrants and signs, traffic sight lines, accessibility for emergency vehicles and to facilitate parking;
 - 3.6.5. Regular maintenance to manage tree growth on a schedule created and executed by the Works Manager in consultation with the Tree Committee and other expert advice as from time to time deemed advisable and approved by Council.
- 3.7. Pruning for utility wire clearance is the responsibility of the utility company concerned, in concert with a representative of the Tree Committee, utilizing standard arboriculture practices.

CONTRAVENTION OF BYLAW

3.8. Where a tree is cut in contravention of this Bylaw or conditions of a permit are breached:

3.8.1. An offence or bylaw contravention is committed under this Bylaw, and

3.8.2. The cutting of each tree shall constitute a separate offence or bylaw contravention.

3.9. Any person who contravenes any provision of this Bylaw, or who wilfully damages or cuts a tree on municipal property, contrary to or without a Tree Cutting Permit,

3.9.1 Is guilty of an offence or bylaw contravention and is liable to the penalties imposed under Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended, or, at the election of the Village, the penalties imposed by this Bylaw as follows:

3.9.1.1 The minimum penalty for each tree which is not a Significant Tree as defined in Schedule C is a fine of
(a) \$1,000 for the first tree cut without a permit, and
(b) \$3,000 for each subsequent tree cut without a permit.

[Amended by Bylaw 518]

3.9.1.2 The minimum penalty for each tree which is a Significant Tree as defined in Schedule C is a fine of not less than
(a) \$4,000 for the first tree cut without a permit, and
(b) \$6,000 for each subsequent tree cut without a permit.

[Amended by Bylaw 518]

3.9.2 And will be required to undertake the following remedial measures:

3.9.2.1 Present a replacement plan for any trees that were cut in contravention of this bylaw;

- 3.9.2.2 Replace trees that were cut with replacement trees in accordance with good arboriculture practice as determined by a qualified person approved by Council;
- 3.9.2.3 Ensure that replacement trees are of a minimum size approved by Council.

REGULATIONS AND ENFORCEMENT

- 3.10. Any law enforcement officer, Bylaw Enforcement Officer, or authorized agent appointed by the Village, may enforce this bylaw by way of:
 - 3.10.1 summary prosecution under the Offence Act;
 - 3.10.2 if applicable, issuance of a municipal ticket under a valid municipal ticket information bylaw;
 - 3.10.3 Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended.
- 3.11. In the event the Village elects enforcement under the Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended, the bylaw contraventions listed in sections 3.8 and 3.9 of Village of Lions Bay Tree Bylaw No. 393, 2007, as amended, shall not constitute the creation of an offence or offences, notwithstanding the wording to the contrary within sections 3.8 and 3.9 and the issuance of a bylaw notice shall not constitute the charging of a person with the commission of an offence.

READ A FIRST TIME this 17th day of September, 2007

READ A SECOND TIME this 17th day of September, 2007.

READ A THIRD TIME this 17th day of September, 2007.

ADOPTED this 20th day of September, 2007.

Mayor

Administrator

Certified a true copy of

Bylaw No. 393 as adopted.

Administrator



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Schedule "A"

Tree Cutting Application Form

All fields must be completed

| | |
|---------------------------|--------|
| Applicant's Full Name: | |
| Address: | |
| Phone: | Email: |
| Arborist/Contractor Name: | |
| Phone: | Email: |

| Office Use Only | Tree Application Number: |
|---|--|
| Received by: | Date: |
| Amount Paid: | Cash or Cheque: |
| Application Complete? (Y/N) | If no, reason: |
| Date referred to Public Works: | Date returned by Public Works: (See attached comments) |
| Date Application to Tree Ctte: | Meeting Date: |
| Agenda forwarded to Tree Ctte: | Minutes received from Tree Ctte: |
| Council Agenda Date: | Council Decision: |
| Parties Notified: | |
| Date of Letter Notifying Applicant of Decision: (March 1-July 31: Arborist Certification Required) | Received Damage Deposit: Name of Arborist/Contractor: Proof of WorkSafe Certificate: Proof of Insurance (\$5 mil/VoLB Add'l Insured): |
| Permit Issued: | Post-work check by Public Works: |
| Damage Deposit Returned: | If not, reason: |



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Species/Description of Tree(s):

Location of Tree(s):

**Trees must be clearly marked with marking tape in time for the Trees, Views and Landscapes Committee's site visit.*

| | |
|--|--|
| <p>Reason for Removal:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Too close to property (foundation, garage, fence, etc.) <input type="checkbox"/> Dead, dying or diseased <input type="checkbox"/> Unattractive <input type="checkbox"/> Blocking sunlight <input type="checkbox"/> Attracting wildlife | <ul style="list-style-type: none"> <input type="checkbox"/> Interfering with infrastructure (roads, sidewalks, etc.) <input type="checkbox"/> Leaves causing problems <input type="checkbox"/> Blocking site access <input type="checkbox"/> Affecting house value <input type="checkbox"/> Hazardous <input type="checkbox"/> Interfering with view |
|--|--|

Please provide additional comments which may be useful:

Replanting Plan, if any (please include anticipated timeframe for completion):



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

I have attached a colour photograph or colour photocopy of the subject tree(s) with descriptive notes or markings if applicable.

I have verified the information contained within this application is correct. No cutting of Significant Trees, as defined by Schedule "C" to Village of Lions Bay Tree Bylaw No. 393, 2007, as amended, is contemplated by this application or, if it is, this fact is clearly and explicitly set out in the application along with supporting rationale.

I acknowledge that responsibility for bylaw compliance rests with me as the applicant. I will indemnify and save harmless the Village of Lions Bay, its officials, employees and agents against claims, liabilities and expenses of every kind, in respect of anything done or not done pursuant to this application or ensuing permit, if issued, including negligence and/or failure to observe all bylaws, conditions, acts or regulations.

I understand that, should this application be approved, all work performed must comply with any and all conditions of approval incorporated in the Council resolution, and that failure to comply with such conditions may result in fines, penalties and/or legal action.

Name of Applicant (Please Print)

Signature

Date Signed

SCHEDULE "B"

Permit for Tree Cutting

TREE CUTTING PERMIT NO. _____

This Permit is hereby issued to:

(name of applicant - the Permittee)

for tree cutting on municipal property near:

(insert legal description)

(insert municipal address)

in accordance with the resolution passed by Council on _____

under Agenda Item Number _____.

All work must be undertaken strictly in accordance with Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007, as amended and all plans and specifications attached hereto as part of this Permit and as approved by Council.

Prior to the issuance of a tree cutting permit, an applicant shall provide a damage deposit of \$500 and the applicant, or his/her designated arborist or contractor, is required to be in good standing with WorkSafe BC and obtain and maintain at all times during the validity of the tree cutting permit, public liability insurance in the amount of \$5,000,000 in connection with the obligations under this bylaw, which insurance policies shall include deductibles and terms satisfactory to the Village, shall name the Village as an "Additional Named Insured", and shall provide that the insurer shall notify the Village in writing at least 30 days prior to cancellation of the policy. The applicant shall deliver a certified copy of the policy to the Village upon demand and evidence of coverage shall be provided in the form of an insurance certificate prior to the commencement of any work.

Where tree cutting work will result in vehicles or machinery blocking a roadway, in whole or in part, or may result in any portion of the tree falling on the roadway, the company or persons performing the work must provide cautionary roadway signage on both sides of the location and a minimum of one flag person to control traffic, and must contact the Village Office prior to undertaking the work.

INDEMNIFICATION

Without limiting any other obligation of the Permittee under this Permit or otherwise, the Permittee hereby agrees to Indemnify and Save Harmless the Village of Lions Bay (the "Village"), its elected officials, officers, employees, servants, agents and others for whom the Village is in law responsible,

from and against any liability, loss, claims, demands, damages, fines and penalties, costs and expenses (including consulting fees), investigatory and legal expenses, and any other actions or causes of actions, suits, caused by or attributed to any willful or negligent act, omission, delay, or allegations thereof on the part of the Permittee, its officers, employees, subcontractors, agents, licensees, assignees, invitees or other persons engaged in the performance, non-performance or attempted performance of the work pursuant to this Permit or anyone else for whom the Contractor is in law responsible.

THIS PERMIT EXPIRES ON:

(Date)

CAO/Village Manager

Dated this _____ day of _____, 20__.

SCHEDULE "C"

Significant Tree Categories

The following trees are designated Significant Trees in the meaning and spirit of this Bylaw:

NATIVE TREE SPECIES

Pseudotsuga menziesii Douglas Fir, exceeding 70 cm diameter

Picea sitchensis Sitka Spruce, exceeding 70 cm diameter

Abies grandis Grand Fir, exceeding 60 cm diameter

Thuja plicata Western Red Cedar, exceeding 70 cm diameter

Tsuga heterophylla Western Hemlock, exceeding 70 cm diameter

Arbutus menziesii Arbutus, exceeding 10 cm diameter

Taxus brevifolia Western Yew, exceeding 10 cm diameter

Cornus nuttallii Pacific Dogwood, exceeding 10 cm diameter

Acer macrophyllum Big Leaf Maple, exceeding 70 cm diameter

Alnus rubra Red Alder, exceeding 60 cm diameter

Acer circinatum Vine Maple, exceeding 10 cm diameter

MEMORIAL TREES

The memorial dogwood tree planted at the centre of Wade Park;

The memorial oak tree planted at Marjorie Meadows;

Any other tree designated by the Trees, Views and Landscapes Committee as a memorial tree, or of other social or cultural significance.

ORNAMENTAL TREES

Any trees that have been or will be planted to ornament Municipal lands, including boulevards.

SPECIMEN TREES

Any unusual specimen tree as designated and registered by a Certified Arborist upon inspection.

ANCIENT GROWTH TREES

Trees greater than 90 centimetres in diameter are considered ancient growth and should be protected under any circumstances unless they become a hazard to life, homes or services.

SCHEDULE "D":

Trees, Views and Landscapes Committee

Terms of Reference

The purpose of the Trees Views and Landscapes Committee is to act in an advisory capacity to Council on matters related to the development, interpretation, enforcement and future direction of tree management in the Village of Lions Bay. It is the first point of reference for Tree-Cutting Permit applications under the Tree Bylaw, and is expected to provide balanced and objective advice to Council on these applications.

The Trees, Views and Landscapes Committee is an advisory committee of Council. It consists of four residents of Lions Bay, appointed by Council, one of whom is Chair, plus one member of Council. Quorum consists of any 3 members being present at an open meeting and any member may be elected as Chair by the Committee. Appointed members will preferably have special knowledge or expertise in tree management, and be willing and able to take an impartial and objective view of applications that come before them. On each application, the recommendation recorded and forwarded to Council will be that of the majority of the members present at a duly constituted meeting of the Committee. The appointments are for a four year term and are renewable at the pleasure of Council.

General Guidelines

While it is understood that the specifics of each application for pruning or tree removal under the Bylaw will be different, the following general considerations should apply:

1. *The natural character in the area of the Village in which an application is made.* Differentiation among the various distinct neighbourhoods should be allowed for. The nature of Village parkland and the need to protect it for future generations should also be a factor. Environmental arguments, such as the value of the contribution made by trees to air quality and the "greenness" of the planet, deserve consideration, but, given the immediate proximity of dense forest wilderness, should not carry undue weight.
2. *The effect on neighbours.* Lions Bay residents are consistently divided between those for whom a distant view is most important, and those for whom the trees and forest take precedence. Both have viable, legitimate claims, which should be respected. The resident who bought his or her home for the view and has seen that view slowly

disappear because of maturing trees on municipal property has reasonable cause to seek a remedy. However, the simple fact that, over time, trees grow should not be ignored. It is also important to give appropriate weight to expressed concerns. For instance, persons who enjoy the sight of a stand of trees as they pass on their daily commute might be thought to have less say in the matter than those whose home overlooks the same trees, and whose enjoyment of a view is impacted by them. However, while a view of Howe Sound will be given serious consideration in the decision-making process, this consideration will be in the context of other factors such as the overall Village environment and appearance, the number of trees in the vicinity, and the value of the trees themselves as part of our environmental heritage.

3. In contentious situations it is important to consider options other than wholesale removal, providing always that retention of large trees does not endanger property, create a fire hazard or compromise the safety of utility lines. A number of compromise alternatives exist for opening up our woodland to light, air and views. Such opportunities include:
 - thinning out trees to open the view and enhance the aesthetic value of the remaining trees,
 - selectively limbing up trees by removing lower branches to improve both light and view, always providing that views enjoyed by residents at higher elevations or to the rear of the subject lot are not compromised,
 - spiralling – that is, thinning out branches, with approximately alternate ones removed, circling the tree
 - windowing – removing several branches from a given area along the trunk, providing a window through which to see a distant view
 - topping – while this is not considered a preferred treatment of tall trees, it should remain an option, where appropriate, for consideration by the Trees, Views and Landscapes Committee. Previously topped trees may be re-topped, if on the advice of a Certified Arborist or the Trees, Views and Landscapes Committee, the re-topping is considered a suitable prescription.

4. In cases involving unresolved conflict, all parties will have the opportunity to present their views directly to Council, which may request additional information and meetings, including the advice of a Certified Arborist, in the process of reaching common ground and making its final decision.

SCHEDULE "E"

Tree Care and Maintenance Policy

TRIMMING PROGRAM

The Public Works Department follows a flexible Tree Maintenance Program. Subject to current budget and labour allocations, all of the municipal trees in the Village will be inspected annually and receive routine care and attention, including trimming, as appropriate.

EMERGENCY WORK

Subject to current budget and labour allocations, in the event of an emergency situation, the Public Works Department personnel will perform emergency trimming and removals of downed trees providing it is safe to do so. Brush pickup, trimming, and removals are conducted on a rotational basis following the end of the emergency.

TREE REPLACEMENT

Subject to current budget and labour allocations, the Department of Public Works replaces municipal trees that are lost through accident, disease, or other causes. Every effort is made to replace each tree; however, a variety of factors - standards of spacing with regard to existing trees, driveways, fire hydrants, proximity to street intersections, underground utilities, etc. – can prohibit replacement.

TREE PRUNING

Subject to current budget and labour allocations, trees will be pruned, if it is found to be necessary, by the Department of Public Works, in conformity with standard arborist practice. Pruning may occur for purposes of public safety, road access, sign visibility or other concerns as defined by the manager of Public Works. Residents are asked to inform the Village if a tree dies or appears to be in poor health so that corrective action can be taken.

TREE TRIMMING BY PRIVATE PARTY

The maintenance of trees on private property is the responsibility of the land owner. Municipal trees will be maintained by the Department of Public Works.

If you have any further questions, please feel free to contact the Department of Public Works at 604-921-9833.

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

FOR MAY 25, 2021 Regular Council Meeting

| General Correspondence: | | | | |
|--------------------------------|---|---|---|-----------------|
| Date Rec'd | FROM | TOPIC | ACTION | Page No. |
| 3-May-21 | G1 City of Campbell River Council | Logging of at-risk old-growth forests in the Province | For Information | 1 |
| 3-May-21 | G2 B. Murray, Bears Matter Consulting | Resolution on need for a moratorium on Wolf Hunting in BC | Requesting that Council pass a | 6 |
| 6-May-21 | G3 MP Weiler | Invitation to budget discussions | For Information | 9 |
| 6-May-21 | G4 MP Weiler | announcement of Youth Employment and Skills Program in agriculture | For Information | 11 |
| 6-May-21 | G5 MP Weiler | Granting permanent status to temporary workers and international graduates | For Information | 12 |
| 10-May-21 | G6 District of MacKenzie | support for suicide prevention hotline - 988 | For Information | 14 |
| 12-May-21 | G8 A Hodgson, Fair Voting BC | Resolution 5: Local Choice Tools to Improve Representation In Local | Requesting that Council supports | 17 |
| 14-May-21 | G9 MP Weiler | Canada Healthy Communities Initiative | For Information | 19 |
| 15-May-21 | G10 A. Szewchuk | Access to public beach areas | For Information | 20 |
| 14-May-21 | G11 T. Faganello, Assistant Deputy Minister | Update on the May 2021 Regional Calls | For Information | 21 |
| 17-May-21 | G12 SPARC BC | Access Awareness Day - June 5, 2021 | For Information | 26 |
| 18-May-21 | G13 District of Tofino | Support for Expedient and Resourced Implementation of the Old-Growth Strategic Review | For Information | 29 |
| 19-May-21 | G14 City of White Rock | Regional Model for Mobile Crisis Response Car Program and Proposed Charges for RCMP Attendance at Hospitals | Requesting that Council support the endorsement of these motions at the UBCM conference | 32 |
| 19-May-21 | G15 MP Weiler | Budget 2021 Update | For Information | 40 |
| 19-May-21 | G16 MP Weiler | Announcement of work opportunities for young Canadians | For Information | 47 |
| 20-May-21 | G17 Recreation Sites and Trails BC | Trails Strategy for BC - report on findings | For Information | 49 |



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

| | | | | |
|-----------|-----------------|---|-----------------|----|
| 20-May-21 | G18 MP Weiler | Call for Proposals to support the Canada Greener Homes Grant | For Information | 51 |
| 20-May-21 | G19 Sierra Club | Invitation to webinar "Intact Forests, Safe Communities" June 9th | For Information | 53 |

Resident Correspondence:

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| 3-May-21 | R1 E. Montgomery | Kayak Storage | Requesting that Council consider expansion | 55 |
| 4-May-21 | R2 K. Buhr | Signage Project and response | Mayor McLaughlin responded | 56 |
| 6-May-21 | R3 N. Davidowicz | TransLink | For Information | 58 |
| 13-May-21 | R4 M & J. Trollip | Encroachment Agreement and Drainage Maintenance | For Information | 59 |
| 16-May-21 | R5 E. French & D. Hotte | Parking and speeding | Mayor McLaughlin responded | 60 |
| 18-May-21 | R6 H. van Hoogstraten | Speeding | Mayor McLaughlin responded | 63 |
| 16-May-21 | R7 F. Azordegan | Parking in Lower Kelvin Grove | Mayor McLaughlin responded | 69 |

From: [Lions Bay Reception](#)
To: [Agenda](#)
Subject: FW: Letter from the City of Campbell River re logging of high-risk old-growth forests in the province
Date: Monday, May 3, 2021 3:46:10 PM
Attachments: [Min K Conroy re logging at risk old growth 29 Apr 2021.pdf](#)

From: Lisa Gentry <Lisa.Gentry@campbellriver.ca>

Sent: Monday, May 3, 2021 3:32 PM

To: MAH.Minister@gov.bc.ca; premier@gov.bc.ca

Cc: pam.alexis.MLA@leg.bc.ca; brittney.anderson.MLA@leg.bc.ca; dan.ashton.MLA@leg.bc.ca; michele.babchuk.MLA@leg.bc.ca; brenda.bailey.MLA@leg.bc.ca; harry.bains.MLA@leg.bc.ca; bruce.banman.MLA@leg.bc.ca; lisa.beare.MLA@leg.bc.ca; garry.begg.MLA@leg.bc.ca; mike.bernier.MLA@leg.bc.ca; shirley.bond.MLA@leg.bc.ca; jagrup.brar.MLA@leg.bc.ca; stephanie.cadieux.MLA@leg.bc.ca; s.chandraherbert.MLA@leg.bc.ca; susie.chant.MLA@leg.bc.ca; katrina.chen.MLA@leg.bc.ca; raj.chouhan.MLA@leg.bc.ca; george.chow.MLA@leg.bc.ca; doug.clovechok.MLA@leg.bc.ca; dan.coulter.MLA@leg.bc.ca; nathan.cullen.MLA@leg.bc.ca; dan.davies.MLA@leg.bc.ca; mike.dejong.mla@leg.bc.ca; bob.deith.MLA@leg.bc.ca; mitzi.dean.MLA@leg.bc.ca; adrian.dix.MLA@leg.bc.ca; lorne.doerkson.MLA@leg.bc.ca; fin.donnely.MLA@leg.bc.ca; megan.dykeman.MLA@leg.bc.ca; david.eby.MLA@leg.bc.ca; mable.elmore.MLA@leg.bc.ca; mike.farnworth.MLA@leg.bc.ca; rob.fleming.MLA@leg.bc.ca; sonia.furstenau.MLA@leg.bc.ca; rick.glumac.MLA@leg.bc.ca; kelly.greene.MLA@leg.bc.ca; trevor.halford.MLA@leg.bc.ca; george.heyman.MLA@leg.bc.ca; john.horgan.mla@leg.bc.ca; ravi.kahlon.MLA@leg.bc.ca; anne.kang.MLA@leg.bc.ca; karin.kirkpatrick.MLA@leg.bc.ca; greg.kyllo.MLA@leg.bc.ca; michael.lee.MLA@leg.bc.ca; ronna-rae.leonard.MLA@leg.bc.ca; norm.letnick.MLA@leg.bc.ca; grace.lore.MLA@leg.bc.ca; bowinn.ma.MLA@leg.bc.ca; sheila.malcolmson.MLA@leg.bc.ca; melanie.mark.mla@leg.bc.ca; renee.merrifield.MLA@leg.bc.ca; andrew.mercier.MLA@leg.bc.ca; peter.milobar.MLA@leg.bc.ca; mike.morris.MLA@leg.bc.ca; coralee.oakes.MLA@leg.bc.ca; adam.olsen.MLA@leg.bc.ca; kelli.paddon.MLA@leg.bc.ca; lana.popham.MLA@leg.bc.ca; ian.paton.MLA@leg.bc.ca; bruce.ralston.MLA@leg.bc.ca; murray.rankin.MLA@leg.bc.ca; jennifer.rice.MLA@leg.bc.ca; selina.robinson.MLA@leg.bc.ca; ellis.ross.MLA@leg.bc.ca; janet.routledge.MLA@leg.bc.ca; douglas.routley.MLA@leg.bc.ca; roly.russell.MLA@leg.bc.ca; john.rustad.MLA@leg.bc.ca; harwinder.sandhu.MLA@leg.bc.ca; niki.sharma.MLA@leg.bc.ca; tom.shypitka.MLA@leg.bc.ca; nicholas.simons.MLA@leg.bc.ca; jinny.sims.MLA@leg.bc.ca; aman.singh.MLA@leg.bc.ca; rachna.singh.MLA@leg.bc.ca; mike.starchuk.MLA@leg.bc.ca; ben.stewart.MLA@leg.bc.ca; todd.stone.MLA@leg.bc.ca; jordan.sturdy.MLA@leg.bc.ca; jordan.sturdy.MLA@leg.bc.ca; adam.walker.MLA@leg.bc.ca; teresa.wat.MLA@leg.bc.ca; jennifer.whiteside.MLA@leg.bc.ca; andrew.wilkinson.MLA@leg.bc.ca; henry.yao.MLA@leg.bc.ca; Bob Brash <bob@tla.ca>; Alexa Young <young@cofi.org>; ChrisRoberts@WeiWaiKum.ca; ronnie.chickite@wewaikai.com; darren.blaney@homalco.com; _Mayor and Council Operations <_MayorandCouncil@campbellriver.ca>; Alison Trenholm (Homalco) <Alison.trenholm@homalco.com>; Building Links <research@buildinglinks.ca>; Business Examiner <info@businessexaminer.ca>; Campbellton Now <keps@ourmail.com>; CBC Radio <victoria@cbc.ca>; CHEK <tips@cheknews.ca>; 'CHUMTV - Heather Kim' <heather.kim@bellmedia.ca>; Civic Info <info@civicinfo.bc.ca>; Claire Trevena MLA office <Claire.trevena.mla@leg.bc.ca>; Colleen Dane <Colleen.Dane@campbellriver.ca>; CR Mirror

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 Wai Kai Merci Brown <merci@wewaikai.com>; Whats On Digest <info@whatsondigest.com>; Wire
 Service Media <editor@wireservice.ca>; 100 Mile House <district@100milehouse.com>; Abbotsford
 <info@abbotsford.ca>; Alert Bay <officeclerk@alertbay.ca>; Anmore <village.hall@anmore.com>;
 Armstrong <info@cityofarmstrong.bc.ca>; Ashcroft <admin@ashcroftbc.ca>; Barriere
 <inquiry@barriere.ca>; Belcarra <belcarra@belcarra.ca>; Bowen Island <bim@bimbc.ca>; Burnaby
 <clerks@burnaby.ca>; Burns Lake <village@burnslake.ca>; Cache Creek <admin@cachecreek.info>;
 Canal Flats <village@canalflats.ca>; Castlegar <castlegar@castlegar.ca>; Central Saanich
 <municipalhall@csaanich.ca>; Chase <chase@chasebc.ca>; Chetwynd <d-chet@gochetwynd.com>;
 Chilliwack <info@chilliwack.com>; City of Courtenay Leg Svs <info@courtenay.ca>; Clearwater
 <admin@docbc.ca>; Clinton <admin@village.clinton.bc.ca>; Coldstream <info@coldstream.ca>;
 Colwood <info@colwood.ca>; Comox <town@comox.ca>; Coquitlam <feedback@coquitlam.ca>;
 Cranbrook <info@cranbrook.ca>; Creston <info@creston.ca>; Cumberland <info@cumberland.ca>;
 Dawson Creek <admin@dawsoncreek.ca>; Delta <clerks@delta.ca>; District of North Vancouver
 <infoweb@dnv.org>; Duncan <duncan@duncan.ca>; Elkford <info@elkford.ca>; Enderby
 <info@cityofenderby.com>; Esquimalt <info@esquimalt.ca>; Fernie <cityhall@fernie.ca>; Fort St.
 James <district@fortstjames.ca>; Fort St. John <info@fortstjohn.ca>; Fraser Lake
 <rjholland@fraserlake.ca>; Fruitvale <ktuttle@village.fruitvale.bc.ca>; Gibsons <info@gibsons.ca>;
 Gold River <info@goldriver.ca>; Golden <enquiries@golden.ca>; Granisle
 <general@villageofgranisle.ca>; Grant Forks <info@grandforks.ca>; Greenwood
 <finance.greenwoodcity@shaw.ca>; Harrison Hot Springs <info@harrisonhotsprings.ca>; Hazelton
 <info@hazelton.ca>; Highlands <info@highlands.ca>; Hope <info@hope.ca>; Houston
 <doh@houston.ca>; Hudson's hope <tonia@hudsonshope.ca>; Invermere <info@invermere.net>;
 Jumbo Glacier <mark.read@jgmm.ca>; Kamloops <admin@kaslo.ca>; Kelowna <ask@kelowna.ca>;
 Kent <clew@kentbc.ca>; Keremeos <town@keremeos.ca>; Kimberley <info@kimberley.ca>; Kitimat

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 <admin@lakecountry.bc.ca>; Lake Cowichan <general@lakecowichan.ca>; Langford
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 Mackenzie <info@districtofmackenzie.ca>; Maple Ridge <enquiries@mapleridge.ca>; Massett
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 <info@metchosisin.ca>; Midway <midwaybc@shaw.ca>; Mission <info@mission.ca>; Montrose
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 <administration@oakbay.ca>; Oliver <admin@oliver.ca>; Osoyoos <info@osoyoos.ca>; Parksville
 <info@parksville.ca>; Peachland <info@peachland.ca>; Pemberton <admin@pemberton.ca>;
 Penticton <ask@penticton.ca>; Pitt Meadows <info@pittmeadows.ca>; Port Alberni
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 Port Coquitlam <info@portcoquitlam.ca>; Port Edward <info@portedward.ca>; Port Hardy
 <general@porthardy.ca>; Port Moody <info@portmoody.ca>; Pouce Coupe
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 <admin@princeton.ca>; Qualicum Beach <qbtown@qualicumbeach.com>; Queen Charlotte
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 <cityclerk@richmond.ca>; Rossland <cityhall@rossland.ca>; Saanich <clerksec@saanich.ca>; Salmo
 <cao@salmo.ca>; Salmon Arm <cityhall@salmonarm.ca>; Sayward <village@saywardvalley.ca>;
 Sechelt <info@sechelt.ca>; Sechelt Indian Government District <dhill@secheltnation.net>; Sicamous
 <info@sicamous.ca>; Sidney <admin@sidney.ca>; Silverton <administration@silverton.ca>; Slocan
 Village <info@villageofslocan.ca>; Smithers <general@smithers.ca>; Sooke <info@sooke.ca>;
 Spallumcheen <mail@spallumcheentwp.bc.ca>; Sparwood <sparwood@sparwood.ca>; Squamish
 <admdept@squamish.ca>; Stewart <info@districtofstewart.com>; Summerland
 <info@summerland.ca>; Sun Peaks <reception@sunpeaksmunicipality.ca>; Surrey
 <clerks@surrey.ca>; Tahsis <reception@villageoftahsis.com>; Taylor
 <feedback@districtoftaylor.com>; Telkwa <info@telkwa.ca>; Terrace <cityhall@terrace.ca>; Tofino
 <office@tofino.ca>; Trail <info@trail.ca>; Tumbler Ridge <cao@dtr.ca>; Ucluelet
 <info@ucluelet.ca>; Valemounjt <adminsivices@valemount.ca>; Vancouver <311@vancouver.ca>;
 Vanderhoof <info@district.vanderhoof.ca>; Vernon <admin@vernon.ca>; Victoria
 <mayorandcouncil@victoria.ca>; View Royal <info@viewroyal.ca>; Warfield <info@warfield.ca>;
 Wells <admin1@wells.ca>; West Kelowna <info@westkelownacity.ca>; West Vancouver
 <info@westvancouver.ca>; Whistler <info@whistler.ca>; White Rock
 <webmaster@whiterockcity.ca>; Williams Lake <rcoupe@williamslake.ca>; Zeballos
 <cao@zeballos.com>

Subject: Letter from the City of Campbell River re logging of high-risk old-growth forests in the province

Hello Minister Osborne and Premier Horgan,

Please find attached a copy of a letter sent earlier today to the Honourable Katrine Conroy, on behalf of City of Campbell River Council.

Thank you,
Lisa

LISA GENTRY

Executive Assistant



City of Campbell River

Tel: 250.286.5708

Fax: 250.286.5760

Email: <mailto:lisa.gentry@campbellriver.ca>

Please note:

To reduce the spread of COVID-19, when visiting a City facility, please follow all posted safety procedures. These include hand cleaning, wearing a protective face mask over your mouth and nose, and maintaining appropriate physical distance from others.

Do not enter a City facility if you have cold or flu symptoms, or if you have been exposed to someone who has these symptoms. Find current information about COVID-19 symptoms and public health directives at www.bccdc.ca.

Find the most recent information on City services at e.campbellriver.ca.

Reach us with general inquiries by email (info@campbellriver.ca) or telephone 250-286-5700.



City of Campbell River
From the Office of the Mayor

29 April 2021

The Honourable Katrine Conroy
Minister of Forests, Lands, Natural Resource Operations and Rural Development
PO Box 90049 Stn Prov Govt
Victoria, BC V8W 9E2

Via email: FLNR.Minister@gov.bc.ca

Dear Minister Conroy:

Re: Logging of at-risk old –growth forests in the province

At their April 26 meeting, City of Campbell River Council received correspondence from Bob Brash, Executive Director of the Truck Loggers Association (TLA), outlining their concerns about the City of Nanaimo Council decision regarding logging of at-risk old –growth forests in the province. Mr. Brash further offered to brief several Vancouver Island councils on the TLA perspective on BC's forest sector and working forests.

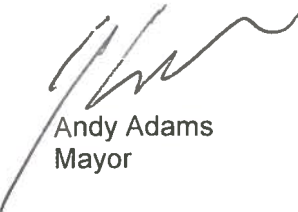
At the same meeting, City of Campbell River Council passed a resolution to contact you, Premier Horgan and Minister Osborne as well as BC MLAs to urge the Province that decisions made regarding the forest sector be based on facts and science.

Council believes that coastal forest operations are threatened by misinformation. Campbell River is a coastal forestry hub, and we view forestry as an essential component of economic recovery during and following the pandemic.

The City of Campbell River asks that you consider our concerns while making important decisions.

Thank you.

Sincerely,


Andy Adams
Mayor

From: [Lions Bay Reception](#)
To: [Agenda](#)
Subject: FW: Resolution: Moratorium on Wolf Hunting in B.C.
Date: Tuesday, May 4, 2021 8:40:11 AM

From: Barb Murray <bearsmatter@gmail.com>
Sent: Monday, May 3, 2021 8:52 PM
Subject: Resolution: Moratorium on Wolf Hunting in B.C.

Dear Mayor and Council,

I am sending you the Resolution regarding the need for a moratorium on recreational hunting of wolves across the province that is currently going thru the municipalities' resolution process.

I have included background materials for the resolution in the link below as well as links to two recent published articles on Wolf killing, one from a wolf conservationist in BC and one from the USA on Idaho's Bill that would allow 90% of their wolves.

My request is for you to read this information carefully. Please consider who we are in British Columbia and what we stand for? Are we going to continue to spend millions of dollars killing wolves from helicopters, allow neck snares and leg-hold traps, bullets and arrows to kill wolves unabated!? What percentage of wolves will be enough for the government, hunters, trophy hunters and trappers? Please ask Minister Conroy, Minister Heyman and Premier Horgan to halt the slaughter of wolves in B.C. until more consultation and science by the 'non-consumptive' users and independent biologists is brought to bear on this highly controversial issue,

**Sincerely yours,
Barbara Murray**




Bearsmatter@shaw.ca

AVICC Resolution
Review of Wolf Hunting Practices in British Columbia
District of Oak Bay

AVICC Resolution

District of Oak Bay

Whereas the public and wildlife conservation organizations are concerned about provincial regulations for recreational wolf hunting practices, and believe that these practices should be re-examined for scientific and ethical reasons;

And whereas very little scientific evidence exists about the size of the wolf population or the sustainability of impacts of unrestricted harvesting levels on the bio-diversity related to habitats and wildlife ecology, especially at the regional level:

Therefore be it resolved that AVICC and UBCM request the Province to implement a moratorium on recreational wolf hunting, pending the completion of a scientific, data-driven and evidence-based study that includes consultation with Indigenous communities, to re-examine the efficacy of unrestricted wolf harvesting practices and their impacts on bio-diversity, wildlife ecology and sustainability of the resident wolf population.

Background & References:

https://drive.google.com/file/d/1ElvNoG3B8D4pl_44L4tl0es-Jzpi6TwB/view

April 15, 2021 ‘Killing wolves is not OK’ Letter to Editor Golden Star by Sadie Parr, Former Executive Director of Wolf Awareness (2015-2020) in regards to wolves hunted, trapped and culled by shooters out of helicopters in B.C.

No – it is not okay to kill wolves. The harm we are inflicting upon wolves is just plain wrong and must end.

For the past 15 years or so, I have focused my life on learning as much as I can about wolves. I’ve worked with captive wolves and researched wild wolves. I’ve read about wolves in books, government reports and peer-reviewed science papers.

I’ve had countless conversations with other people about their first-hand experiences with wolves. I’ve collected and analyzed wolf poop, I’ve backtracked their steps, I’ve captured their images on remote cameras, and I’ve treasured their howls.

I have been privileged to get a glimpse into the complicated and emotional lives of some wolves, as individuals and also as families trying to survive. These experiences have shaped my views, and more importantly, my values.

B.C. has become a place ripe with carnivore carnage, with wolves as refugees on their own land. The province has completed its seventh consecutive year of aerial-gunning, ostensibly under the guise of caribou conservation.

This past winter, government contractors shot down 237 wolves; chased them with helicopters and let loose bullets that expand on impact. Read more at: <https://bearmatters.com/killing-wolves-is-not-ok/>

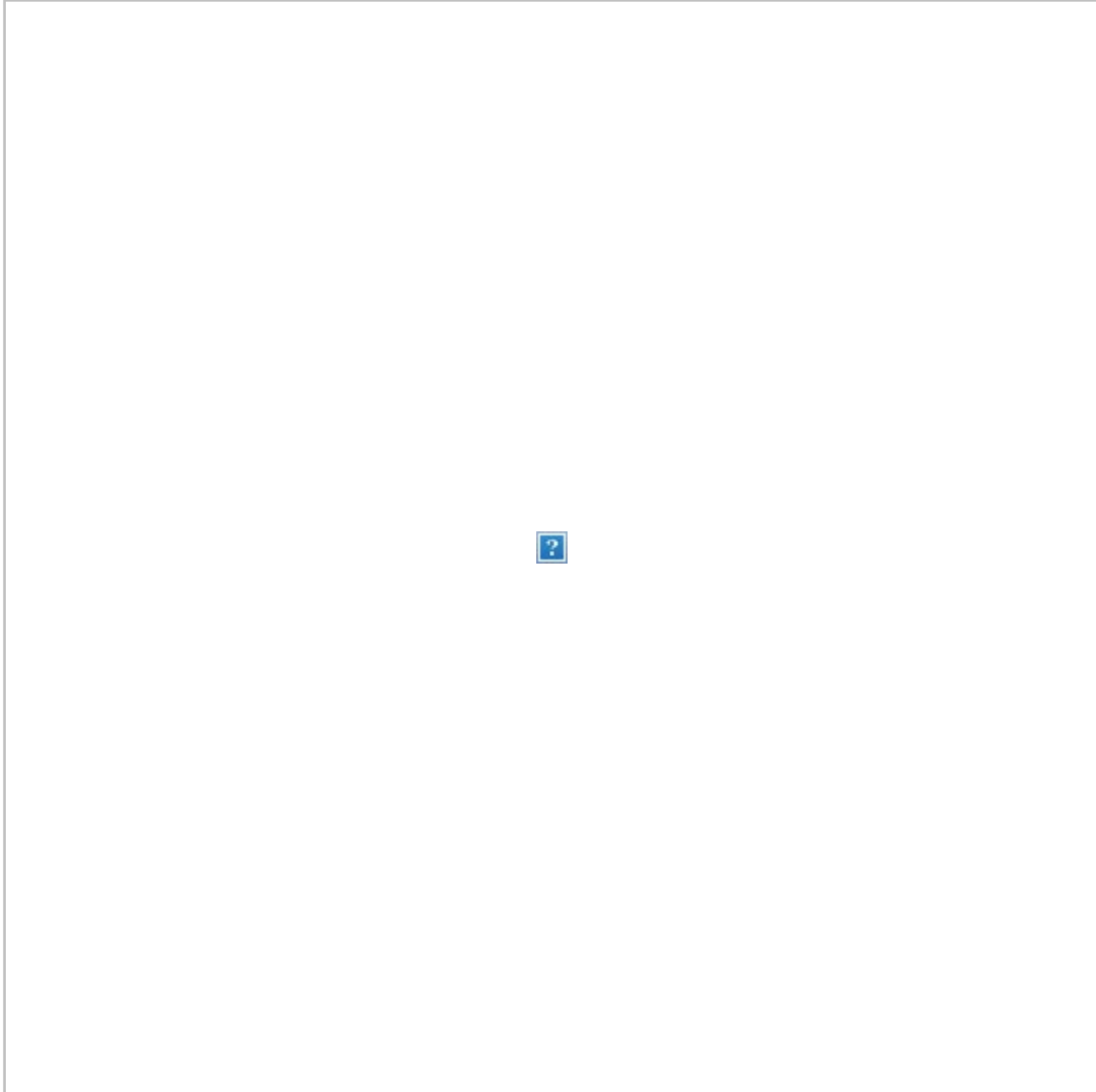
April 27, 2021 BOISE, Idaho (AP) — The Idaho House on Tuesday approved legislation allowing the state to hire private contractors and expand methods to kill wolves roaming Idaho — a measure that could cut the wolf population by 90%.

Lawmakers voted 58-11 to send the agriculture industry-backed bill to Republican Gov. Brad Little. The fast-tracked bill that allows the use of night-vision equipment to kill wolves as well as hunting from snowmobiles and all-terrain vehicles, among other measures, passed the Senate last week. Read more at

: <https://www.google.ca/amp/s/www.seattletimes.com/business/bill-to-kill-up-to-90-of-idaho-wolves-heads-to-governor/%3famp=1>

Barb Murray,
Bears Matter Consulting,
Nanoose Bay, BC V9P 9H5
Facebook/twitter/Instagram
@bearsmatter
BearsMatter@shaw.ca
250-468-7718hm

From: [Patrick Weiler](#)
To: [Council](#)
Subject: Join MP Weiler for a Virtual Town Hall with Parliamentary Secretary Sean Fraser
Date: Thursday, May 6, 2021 10:40:52 AM



Dear Mayor and Council,

Join me for a conversation on Budget 2021 with Sean Fraser, Parliamentary Secretary to the Minister of Finance & Deputy Prime Minister Chrystia Freeland on Zoom or Facebook Live **next Tuesday, May 11th, at 10:00 am PST.**

We look forward to discussing how Budget 2021 will impact our communities as we Build Back Better from the pandemic. From historic investments into early learning childcare, to supports for small businesses, climate action, and so much more, this will be a great opportunity to learn more about how Budget 2021 will deliver for you.

Please feel free to share this event with your friends and networks, and submit any questions you would like to have answered to Patrick.Weiler@parl.gc.ca.

Event Details

Topic: Town Hall with Parliamentary Secretary Sean Fraser and MP Patrick Weiler

Time: Tuesday, May 11 at 10:00am PST

Facebook Live: <https://www.facebook.com/PatrickBWeiler/>

Zoom link: You are also welcome to [join via Zoom by clicking this link](#).

Zoom Passcode: 986217



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HOUSE OF COMMONS
CHAMBRE DES COMMUNES
CANADA

Patrick Weiler

Member of Parliament
West Vancouver-Sunshine Coast-Sea to Sky Country

May 6, 2021

Yesterday, the Minister of Agriculture and Agri-Food, the Honourable Marie-Claude Bibeau, and the Member of Parliament for Glengarry–Prescott–Russell, Francis Drouin, hosted a virtual event to announce an investment of up to **\$21.4 million to enhance the Youth Employment and Skills Program (YESP) and fund about 2,000 jobs for youth in the agriculture sector.**

The YESP aims to support agri-food employers and provide young Canadians between the ages of 15 and 30 with job experience in agriculture that could lead to a career working in the sector. In 2020, the Government of Canada invested \$9.2 million for the YESP, to fund nearly 1,000 jobs. The investment announced yesterday more than doubles last year's allocation.

Eligible applicants include producers, agri-businesses, industry associations, provincial and territorial governments, Indigenous organizations and research facilities. Support can cover the period from April 15, 2021 to March 31, 2022.

Applications for the YESP are now being accepted and [forms are available through this webpage](#). For more information, please contact aafc.yesp-pecj.aac@canada.ca, or call: 1-866-452-5558.

Young people were among the hardest and fastest hit when the COVID-19 pandemic struck, experiencing more job losses than any other age demographic. Meanwhile, the agriculture sector has been facing increased difficulty accessing labour since the beginning of the pandemic. By promoting youth employment in the agriculture sector, the Government of Canada is ensuring a resilient food supply chain and keeping the sector strong.

Please do not hesitate to reach out to our office with any questions or concerns. We are happy to help your application in any way that we can.

Sincerely,

Patrick Weiler, MP
West Vancouver-Sunshine Coast-Sea to Sky Country



HOUSE OF COMMONS
CHAMBRE DES COMMUNES
CANADA

Patrick Weiler

Member of Parliament
West Vancouver-Sunshine Coast-Sea to Sky Country

May 6, 2021

Last month, the Honourable Marco E. L. Mendicino, Minister of Immigration, Refugees and Citizenship, announced an innovative pathway to permanent residence for over 90,000 essential workers and international graduates of a Canadian institution who are actively contributing to Canada's economy.

This special public policy will grant permanent status to temporary workers and international graduates of a Canadian institution who are already in Canada and who possess the skills and experience we need to fight the pandemic and accelerate our economic recovery.

Eligible applicants can submit their applications through IRCC's online portal starting today, May 6, 2021. To be eligible, workers must have at least 1 year of Canadian work experience in a health care profession or another pre-approved essential occupation. International graduates must have completed an eligible post-secondary program in Canada within the last 4 years, and no earlier than January 2017.

The portal will remain open until November 5, 2021, or until we have reached the maximum number of applications:

- 20,000 applications for temporary workers in health care
- 30,000 applications for temporary workers in other selected essential occupations
- 40,000 applications for international students who graduated from an eligible Canadian institution

Three additional streams with similar eligibility criteria have also been launched for French-speaking and bilingual candidates, but there is no maximum number of applications.

Under all streams of this temporary pathway, applicants must intend to reside in a province or territory other than Quebec to qualify.

This new pathway to permanent residence recognizes Canada's need for educated and experienced workers as we work toward our economic recovery. It also acknowledges the extraordinary service of so many essential workers during the pandemic, many of whom are newcomers to our country and have played critical roles as we fight COVID-19.

| | |
|---|---|
| <i>Constituency</i> | <i>Ottawa</i> |
| 6367 Bruce Street | Suite 282, Confederation Building |
| West Vancouver | 229 Wellington Street, Ottawa |
| British Columbia V7W 2G5 | Ontario K1A 0A6 |
| Tel.: 604-913-2660 Fax.: 604-913-2664 | Tel.: 613-947-4617 Fax.: 613-847-4620 |

1/2

Applicant Guidelines:

[Resources are available online, including checklists, forms, and an application guide.](#) Applicants should use the online eligibility tool to confirm that they qualify and that their application is complete before submitting an application.

All applications must include valid language test results received through a designated testing organization. Applicants can use a previous language test from a designated organization, as long as the result is less than 2 years old when the application is received.

Those who have already completed an immigration medical exam (IME) as part of any previous application are invited to submit this information when applying. If the IME cannot be used for this permanent residence application, IRCC will instruct the applicant to complete a new IME. Applicants who have never completed an IME in the past should make every effort to do so before applying. If it is not possible to do so due to COVID-19-related disruptions, individuals should provide proof that a medical appointment is scheduled with a panel physician.

Applicants requiring accommodation as a result of a disability may request an alternative format application and are encouraged to contact IRCC early. For streams with a limited intake, accommodation requests must be received by May 20, 2021, or before the cap has been reached, whichever is later. IRCC will consider the submission of a request for an accommodation, by email or by phone to the Client Support Centre, as an assertion that you require an accommodation due to a disability. Please include the following information in your email to IRCC.BCSU-UCSE.IRCC@cic.gc.ca:

- your full name
- your mailing address
- your telephone number
- which stream you're applying for
- the type of alternative format you require, such as paper copy, Braille or large print
- if you wish to receive it by mail or by email
- confirmation that you are requesting an accommodation due to a disability

If you have any questions about the application process or need support from our office, please do not hesitate to reach out. Our Case Worker, Tess Whillans, would be happy to assist you.

Sincerely,



Patrick Weiler, MP
West Vancouver-Sunshine Coast-Sea to Sky Country

From: [Lions Bay Reception](#)
To: [Agenda](#)
Subject: FW: Support for three-digit suicide prevention hotline
Date: Monday, May 10, 2021 3:10:06 PM
Attachments: [image001.png](#)
[image002.png](#)
[Support for 988 hotline.pdf](#)

From: Chelsea Gibbons <chelsea@districtofmackenzie.ca>
Sent: Monday, May 10, 2021 11:12 AM
To: bob.zimmer@parl.gc.ca
Cc: dan.davies.mla@leg.bc.ca; steven.guilbeault@parl.gc.ca; hcmminister.ministresc@canada.ca
Subject: Support for three-digit suicide prevention hotline

Good Morning,

Please see the attached letter of support from the District of Mackenzie for a national three-digit suicide prevention hotline – 988.

Regards,

Chelsea Gibbons
Legislative Clerk/Executive Assistant
District of Mackenzie
250-997-3221 | Ext. 227





THE DISTRICT OF MACKENZIE

P | 250-997-3221 info@districtofmackenzie.ca

F | 250-997-5186 districtofmackenzie.ca

May 10, 2021

Bob Zimmer, Member of Parliament
9916 100 Avenue
Fort St. John, BC V1J 1Y5

Dear Mr. Zimmer, MP

Re: Letter of support for national three-digit suicide prevention hotline - 988

On behalf of Council, we are pleased to provide this letter of support for the creation of a national three-digit suicide and crisis hotline – 988.

The Council of the District of Mackenzie, at their Regular Meeting held on Monday, April 26, 2021 hereby resolved the following:

31933. MOVED by Councillor Hipkiss
*Support for WHEREAS the Federal government has passed a motion to adopt 988, a National
988 Crisis three-digit suicide and crisis hotline;
Line*

*AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for
suicide prevention services by 200 per cent;*

*AND WHEREAS existing suicide prevention hotlines require the user to remember a
10-digit number and go through directories or be placed on hold;*

*AND WHEREAS in 2022 the United States will have in place a national 988 crisis
hotline;*

*AND WHEREAS the District of Mackenzie recognizes that it is a significant and
important initiative to ensure critical barriers are removed to those in a crisis and
seeking help;*

*NOW THEREFORE BE IT RESOLVED THAT the District of Mackenzie endorses this
988-crisis line initiative;*

*and that Staff be directed to send a letter indicating such support to the local MP,
MPP, Federal Minister of Health, the CRTC and local area municipalities to indicate
our support.*

CARRIED

We see great value in this project and we look forward to the implementation of this initiative.

Sincerely,



Joan Atkinson

Mayor

cc: Dan Davies
Member of the Legislative Assembly
dan.davies.mia@leg.bc.ca

The Hon. Steven Guilbeault
Minister of Canadian Heritage
Minister Responsible for the CRTC
steven.guilbeault@parl.gc.ca

The Hon. Patty Hajdu
Federal Minister of Health
hcmminister.ministresc@canada.ca

Local Area Municipalities

From: [Antony Hodgson](#)
To: president@fairvotingbc.com
Subject: Going to LMLGA on Thursday, May 13th? Fair Voting BC Urges You to Vote in Support of Resolution #5 on Local Choice from Vancouver City Council
Date: Wednesday, May 12, 2021 11:13:29 AM
Attachments: [2021 Local Choice BC - Unlock Democracy.pdf](#)

Dear Lower Mainland Mayors and Councillors,

Tomorrow the Lower Mainland Local Government Association will be considering Resolution #5: Local Choice: Tools to Improve Representation in Local Government Elections, which is being proposed by Vancouver City Council.

Fair Voting BC strongly endorses this recommendation, which is consistent with and supportive of recommendations made by Vancouver's 2017 Independent Elections Task Force, as well as the recommendations originally stemming from the 2004 Berger Commission report on Electoral Reform for Vancouver.

The purpose of this resolution is to give local governments around the province the powers they need to address systemic exclusion of minority racial and political voices from local councils by giving councils the freedom to adopt more inclusive voting systems that suit their local circumstances.

Distressingly, the LMLGA executive has recommended against this resolution, but Fair Voting BC does not believe that their stated reasons hold up to examination.

The executive's first argument is that the resolution implies that, by giving councils choice, we could end up with a patchwork of different systems around the province. This is not the intent of the motion. In places such as Ontario, New Zealand and the USA, local councils are typically offered one or two pre-selected choices (typically either ranked-choice voting or cumulative voting). This makes local choice easy to manage.

Their second argument is that the 2010 Local Government Elections Task Force said that voting systems should be consistent across the three levels of government to avoid confusing voters, but this argument doesn't hold water either. First, we already use a different voting system at the municipal level in many cities than we do at the other levels of government. Second, voters are happily using more inclusive municipal voting systems in many places around the world, including in a number of cities in Ontario, New Zealand and the USA. Third, issues of racial exclusion in municipal government are arguably most exacerbated in urban areas where the proportion of visible minorities is highest, and these cities desperately need access to new, effective tools to address these problems. Finally, if we are to evolve our democratic institutions and practices, we need a place to try out new ideas, and local government would seem to be the ideal place to do this. If we say that we have to change all our voting systems at once or none of them, that is simply a recipe for stasis.

The City of Vancouver has passed multiple resolutions since 2004 calling on the provincial government to give it power to adopt a more inclusive voting system, and these calls have been endorsed by councillors and mayors from all the major political parties in Vancouver. This is not a partisan issue - it's about being able to ensure that all people, no matter their colour or political leanings, are appropriately represented in local government. By passing Resolution #5 tomorrow, you will be doing your part to bring this discussion to the attention of the entire Union of BC Municipalities

later this year. We urge you to vote in support.

Yours for a stronger democracy,

Antony Hodgson
President, Fair Voting BC
president@fairvotingbc.com

PS: Please let us know if you have any questions about this request or issue - we'd be happy to get you any additional information you might find helpful. For your reference, we have attached a copy of a flyer from our friends at Unlock Democracy outlining the issues with respect to Resolution #5.



HOUSE OF COMMONS
CHAMBRE DES COMMUNES
CANADA

Patrick Weiler

Member of Parliament
West Vancouver-Sunshine Coast-Sea to Sky Country

May 14, 2021

Dear Friends & Neighbours,

Today, the Minister of Infrastructure and Communities, the Honourable Catherine McKenna, and Parliamentary Secretary Andy Fillmore announced the **launch of the second-round intake of the [Canada Healthy Communities Initiative \(CHCI\)](#)**.

The CHCI was launched earlier this year to help local governments and community partners as they adapt to local economic, health and social challenges during and after the pandemic. The program provides up to \$31 million in federal funding to support community-led solutions that respond to immediate and ongoing needs arising from COVID-19 over the next two years. The Initiative funds smaller-scale local projects under three main themes: (1) creating safe and vibrant public spaces, (2) improving mobility options, and (3) digital solutions. The goal is to fund projects that quickly help communities adapt to the new reality of COVID-19.

Potential projects could include: expanding outdoor seating on our main streets, remodeling a playground to allow for proper physical distancing, building multi-modal paths that would allow bikes, scooters, and personal mobility devices to share space with pedestrians and cars, or creating digital apps to allow residents to access municipal services remotely. The possibilities are as varied as the spirit, imagination and unique needs of Canada's communities in this extraordinary time.

Proponents who were unsuccessful in the first round are able to apply again. The application deadline for the second round is **June 25, 2021, at 5:00 PM PST**.

For more information and to apply for the CHCI, [please visit the Community Foundations of Canada website](#). Our office stands ready to support your application, so please do not hesitate to reach out with any questions or concerns.

Sincerely,

Patrick Weiler, MP
West Vancouver-Sunshine Coast-Sea to Sky Country

From: [Lions Bay Reception](#)
To: [Agenda](#)
Cc: [Lions Bay Office](#); [Peter DeJong](#)
Subject: FW: Form submission from: Feedback Form
Date: Monday, May 17, 2021 8:39:54 AM

From: The Village of Lions Bay [REDACTED]
Sent: Saturday, May 15, 2021 12:13 PM
To: Lions Bay Reception <reception@lionsbay.ca>
Subject: Form submission from: Feedback Form

SUBMITTED ON SATURDAY, MAY 15, 2021 - 12:12

SUBMITTED BY ANONYMOUS USER: [REDACTED]

SUBMITTED VALUES ARE:

FULL NAME ANDY SZEWCHUK

EMAIL ADDRESS [REDACTED]

YOUR FEEDBACK

HI THERE, I'M WONDERING WHAT THE COUNCIL IS GOING TO DO THIS SUMMER TO ENSURE EQUITABLE ACCESS TO PUBLIC BEACH AREAS IN LIONS BAY. I WATCHED A VIDEO TODAY OF VEHICLES PARKED AT A LARGE DISTANCE FROM ONE ANOTHER ESSENTIALLY BLOCKING THE ENTIRE PARKING AREA NEXT TO THE HIGHWAY WHICH LEADS TO BRUNSWICK BEACH. OF COURSE NO ONE WHO IS VISITING WOULD EVER PARK THIS WAY AND I WONDER IF COUNCIL MEMBERS WOULD KNOW OR RECOGNIZE SOME OF THESE VEHICLES. RESIDENTS WHO CAN AFFORD MULTI MILLION DOLLAR HOMES ARE NOT MORE ENTITLED TO ENJOY BC'S NATURAL SPACES THAN THE REST OF US. I HAVE BEEN VISITING AND RESPECTFULLY ENJOYING THIS BEACH FOR YEARS, AND I AM AWARE OF ISSUES ALSO PERTAINING TO THIS LAST YEAR. I FEEL THE PANDEMIC IS AN EXCUSE TO FURTHER BLOCK ACCESS WITHOUT ANY SCIENTIFIC FOUNDING IN RISK OF TRANSMISSION AT A BEACH WHERE EVERYONE IS ABLE TO SPACE OUT. MYSELF AND MY FRIENDS AND FAMILY WHO ENJOY THIS BEACH WOULD LOVE TO HEAR HOW THESE ISSUES ARE BEING PRESENTED IN COUNCIL. THANKS SO MUCH.

PLEASE LET US KNOW IF THIS IS FOR STAFF CONSIDERATION OR FOR COUNCIL CORRESPONDENCE: THIS FEEDBACK IS FOR COUNCIL AND I WOULD LIKE IT TO APPEAR ON THE AGENDA

[REDACTED]

[REDACTED]



May 14, 2021

Ref: 267054

Mayors and Regional District Chairs of British Columbia
Attendees of May 2021 Regional Calls with Minister Josie Osborne and Minister Lisa Beare

Dear Mayors and Chairs:

Thank you for taking the time to join Minister Josie Osborne and Minister Lisa Beare for the May 2021 regional calls. As Minister Osborne and Minister Beare said, these conversations continue to be a great opportunity to hear from you about the key issues and opportunities that you are working on in your communities. This email answers some of your questions and details links and resources for some of the topics raised.

The May 2021 calls were focused on connectivity. Working to connect all people in BC – regardless of where they live – is a priority for our government. Communications technology in all its rapidly changing forms is embedded into all aspects of our day-to-day lives as it enables a broad spectrum of possibilities including access to healthcare, education, culture, public safety and economic activity, as well as day-to-day social interactions during the challenging times of the pandemic.

Building on the Province's most recent investments totalling \$180 million, Budget 2021 establishes stable **base funding** of \$40 million over the plan to further invest in the Province's connectivity strategy. This will provide better high-speed internet and cell coverage to help connect more people in rural areas and remote communities. (See more Budget 2021 highlights below.)

There were a number of themes that came up during the calls including inaccurate federal data on broadband internet speeds, cell coverage along highways, redundancy, and low earth orbit satellites (LEOS) as an alternative to ground infrastructure. Providing the same level of access, quality and affordability in rural and remote areas as in urban areas is a key priority for the provincial government and we are working towards that goal.

The [Connected Communities](#) team within the Ministry of Citizens' Services would be happy to answer any further questions regarding connectivity programs or planning, highway cellular, satellite services or any recent announcements pertaining to connectivity in your area. Please email ConnectedCommunitésBC@gov.bc.ca.

Internet Speed Study

Mayors and Chairs
Page 2

Communities have raised concerns that the federal data on broadband Internet speeds, which is used to determine eligibility for connectivity funding programs, may not accurately reflect the broadband Internet speeds experienced in homes, businesses, and other locations at the community level.

The Ministry of Citizens' Services, UBCM, and Northern Development Initiative Trust are responding collaboratively to these concerns with an [independent study](#) of differences between the broadband Internet speeds experienced in some BC communities, and the 50/10 Mbps speed identified on the federal government's National Broadband Internet Service Availability [Map](#). The study which is underway, will produce factual information on Internet speeds in rural and remote communities, supporting analysis and informing dialogue between the Northern Development Initiative Trust, Indigenous and local governments, Internet service providers, the Province, and the federal government. Data gathering and analysis will occur over the spring and summer months, with reporting of study results expected in fall 2021.

A **key step** in this process is to identify which communities in BC have noted inconsistencies between the 50/10 Mbps Internet speed that federal maps indicate should be available, versus actual Internet speeds currently experienced by residents and businesses in the area.

Local governments with reports of Internet speeds lower than the 50/10 Mbps speeds shown on federal maps, are invited to self-identify by contacting [Reiko Tagami](#), Policy Analyst, UBCM to request to be included in the study.

Local governments wishing to participate in the Internet speed study are encouraged to complete a [questionnaire](#), providing contextual and background information about Internet speeds experienced in their community. For the purpose of this study, local governments can improve the accuracy and depth of the Internet speed data for their area, by having their residents, businesses, and other community stakeholders complete the CIRA Internet speed test. More information on the Internet speed questionnaire & performance data can be found [here](#) .

BC Budget 2021 Highlights

On April 20, 2021, Finance Minister Selina Robinson tabled the 2021 provincial budget in the legislature. Budget 2021 includes significant new funding commitments of interest to local governments, including those for mental health and substance use; housing affordability and homeless populations; economic recovery; childcare, and broadband connectivity. Due to COVID-19 pandemic impacts, the budget projects deficits of \$9.7 billion this year, \$5.5 billion next year, and \$4.3 billion in the year following. For more information see provincial government's [Budget 2021](#) or [UBCM BC Budget Highlights](#).

Mental Health Funding and Substance Use

The budget allocates \$3.1 billion over three years to improve health and mental health care, including \$500 million to continue to expand mental health and substance use services. \$330 million over the fiscal plan provide a full spectrum of substance-use treatment and recovery services, including \$152

Mayors and Chairs

Page 3

million for opioid treatment. There will be 195 new substance use treatment and recovery beds in communities throughout the province to help more people get on a path to recovery.

Housing Affordability and Homeless Population

The budget provides additional funding to expand the HousingHub program to construct 9,000 more rental homes for middle-income households and families over the next 3-5 years.

In addition to continued investments in the Homes for B.C. Supportive Housing Fund, the Province is partnering with the federal government through the Rapid Housing Initiative to convert existing buildings into supportive housing, and to support development of modular housing to expedite housing solutions for homeless or other vulnerable populations.

The budget allocates funding to extend supports and services for people experiencing homelessness and includes funding to help maintain more than 3,000 temporary emergency shelter and hotel spaces that have been secured during the pandemic. Funding is also provided to extend the additional 650 urgent shelter spaces, rent supplements, and supportive housing sites used to support recent decampments efforts in Vancouver and Victoria, with on-site health and other supports.

Economic Recovery

Budget 2021 continues to prioritize investments that help BC respond to the pandemic and to prepare for a strong recovery. These investments build on the over \$10 billion that has been provided to support people, businesses and communities since the pandemic began. The budget provides a record \$26.4 billion in taxpayer-supported capital investments that are expected to create over 85,000 jobs over the three-year plan. These investments will ensure the right infrastructure is in place by making critical upgrades to hospitals, schools, and highway and transit projects.

Childcare

The budget included a \$233 million increase in base funding over three years for childcare to create new spaces. This will more than double the number of \$10-a-day childcare spaces and contribute to raising wages for early childhood educators. New federal funding will help BC to build on this commitment.

Infrastructure Funding

Public announcements for the Investing in Canada Infrastructure COVID-19 Infrastructure Resilience Stream are expected next month. We understand that you are all interested in finding out the decisions. Ministry staff are working with our partners at Infrastructure Canada to finalize approvals at this time. Please stay tuned for further announcements.

In addition, Budget 2021 includes provincial funding commitments of \$41 million over the fiscal plan, or \$247 million over the next six years to maximize federal contributions and continue to support local governments, not-for-profit entities and First Nations in accessing community infrastructure funding. **The ministry will be communicating further details on the Investing in Canada Infrastructure Program (ICIP) application process for new intakes in the fall of 2021.**

Mayors and Chairs
Page 4

COVID-19 Update

The strengthened [province-wide restrictions](#) that came into effect on March 29 are still in place through to May 25, including that everyone should stay within their local communities. Travel restrictions for non-essential travel in BC are also in place until May 25. Read the travel restrictions [here](#).

Dr. Henry stresses that although a high number of people are being vaccinated every day, it will take some time before all of us can let our guard down and right now, we all need to continue doing the things that prevent transmission of the virus.

Please stay tuned for further announcements from Provincial Health Officer Dr. Bonnie Henry and check the [provincial government COVID-19 website](#) regularly for more information.

Vaccination Roll Out

Dr. Bonnie Henry and Minister of Health, Adrian Dix, urge everyone to [register](#) online or call 1-833-838-2323 for vaccination as soon as possible. Getting vaccinated will help stop transmission and infections in vaccinated people are generally milder compared to those in unvaccinated people.

Starting today at 7 p.m. (Pacific time), booking invitations will begin for people who are registered and are born in 1996 or earlier (25 and up). On Saturday at 7 p.m., booking invitations will begin for people who are registered and are born in 2001 or earlier (20 and up) and on Sunday at 7 p.m., booking invitations will begin for people who are registered and are born in 2003 or earlier (18 and up). We encourage you to share this information with your residents.

The latest vaccine information can be found at www.bccdc.ca.

Home Owner Grant Centralization

As a reminder, effective 2021 all home owner grant applications must be submitted directly to the BC provincial government through a secure online application. **Municipalities no longer need to and should not accept any applications.** There are no changes to program eligibility criteria.

Homeowners can apply for their current year or their retroactive home owner grants 24/7 online at gov.bc.ca/homeownergrant or they can call toll free: 1-888-355-2700 Monday to Friday from 8:30 am to 5 pm to speak with an agent. **We encourage you to share this information with your residents.**

The next regional calls will be in June. Ministry staff will be in touch with you about the June date, time, and meeting information. Our tentative plan after June is to take a summer break from these calls and restart them in September.

Mayors and Chairs
Page 5

The more restrictive COVID-19 measures over the next few weeks are hard for all of us – for governments, for businesses, for individuals in communities throughout BC. Once again, I cannot thank you enough as local government leaders for your continued leadership and dedication during this difficult time.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Faganello', written in a cursive style.

Tara Faganello
Assistant Deputy Minister

pc: Chief Administrative Officers
Gary Maclsaac, Executive Director, UBCM
Nancy Taylor, Executive Director, LGMA
Todd Pugh, Executive Director, CivicInfo

From: [Lions Bay Reception](#)
To: [Agenda](#)
Subject: FW: Say Yes to Access - June 5th Access Awareness Day
Date: Monday, May 17, 2021 9:47:47 AM
Attachments: [image001.png](#)
[SayYesToAccess_SPARCBC.pdf](#)

From: Info <info@sparc.bc.ca>
Sent: Monday, May 17, 2021 9:47 AM
Subject: Say Yes to Access - June 5th Access Awareness Day

Hello Community,

Saturday June 5, 2021 is Access Awareness Day – A day for communities to come together to celebrate what it means to be truly accessible and inclusive for everyone!

Access Awareness Day falls within *National AccessAbility Week* which is always celebrated in the last week in May and is designed to draw attention to the talents and contributions that people living with disabilities make in their communities every day!

This year, the theme for Access Awareness Day is “**Say Yes to Access**”. As part of this year’s celebrations, our focus is on the different ways that people and communities across B.C. can come together to build true inclusion. To help support local efforts, small grants of **\$500** are available to help celebrate the different ways that communities have been successful in promoting greater inclusion.

We will be happy to share more information, please do not hesitate to reach us at info@sparc.bc.ca with the subject line - **Say Yes to Access**.

- If you would like to **host an event**
- If you would like to **share information** about the different ways that your community has been successful in coming together to promote greater accessibility.
- If you have **ideas** about *ways to promote* greater accessibility
- If you wish to explore *potential opportunities* for **partnership**

By working together, it is possible to create communities where everyone can share their talents and abilities in real and meaningful ways and where the possibilities are limitless. We know the difference that we can together make when we **Say, Yes to Access**.

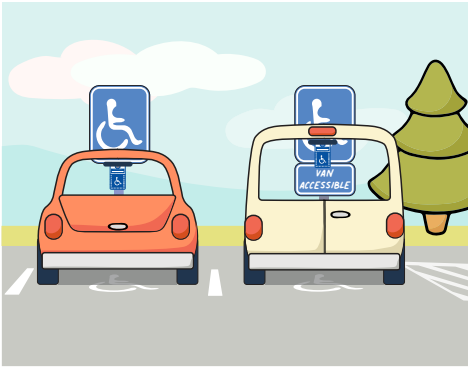
Thank you for the role that you play every day in making this vision a reality!



SPARC BC works with communities in building a just and healthy society for all.

SPARC BC’s office is located on land within the traditional, ancestral and unceded territories of the Coast Salish people, including Hwiltsum First Nation, Katzie First Nation, Kwantlen First Nation, Kwikwetlem First Nation,

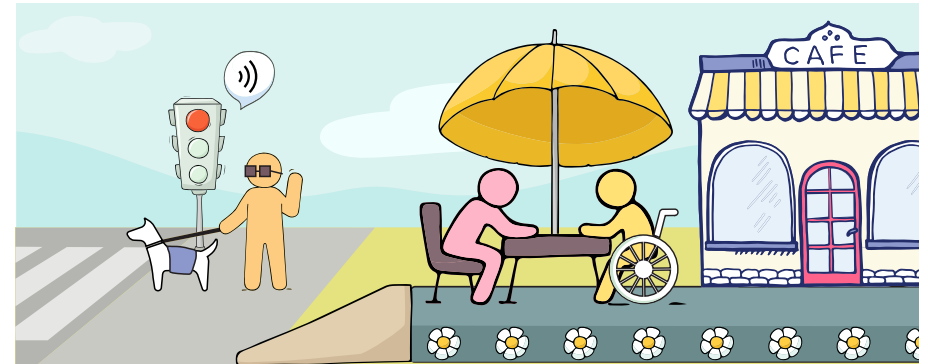
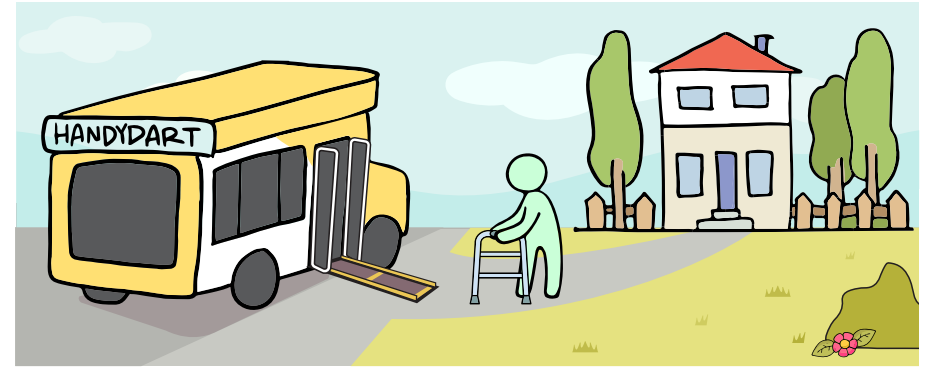
Matsqui First Nation, Musqueam, Qayqayt First Nation, Semiahmoo First Nation, Squamish Nation, Tsawwassen First Nation and Tseil-Waututh Nation.



The first Saturday in June is
Access Awareness Day

Say Yes to Access

Saturday June 5, 2021
is Access Awareness Day—
a day for communities to come
together to celebrate what it
means to be truly accessible
and inclusive for everyone! By
working together, it is possible
to create communities where
everyone can share their
talents and abilities in real and
meaningful ways and where
the possibilities are limitless.
We know the difference
that we can make together
when we **Say Yes to Access.**



From: [Lions Bay Reception](#)
To: [Agenda](#)
Subject: FW: District of Tofino - Letter to Minister Conroy re: Support for the Expedient and Resourced Implementation of Old-Growth Strategic Review
Date: Wednesday, May 19, 2021 8:53:23 AM
Attachments: [2021-05-11 - District of Tofino re. Implementation of Old-Growth Strategic Review.pdf](#)

From: Nikki Best <nbest@tofino.ca>
Sent: Tuesday, May 18, 2021 5:28 PM
Subject: District of Tofino - Letter to Minister Conroy re: Support for the Expedient and Resourced Implementation of Old-Growth Strategic Review

Hello,

At the May 11, 2021 regular meeting, the District of Tofino Council unanimously carried the following resolution:

Resolution No. 226/21:

“THAT the District of Tofino Council send the letter titled “Support for the Expedient and Resourced Implementation of Old-Growth Strategic Review” to the Ministry of Forests, Lands, Natural Resource Operations and Rural Development and MLA Josie Osborne;

AND THAT the letter be carbon copied to the local governments of British Columbia.”

Please see the attached correspondence for your records.

Sincerely,

Nikki Best (*she/her*) | Manager of Corporate Services | **District of Tofino** | 121 Third Street, Box 9, Tofino BC V0R 2Z0 | **T** 250.725.3229 ext 610 | **E** nbest@tofino.ca | **COVID-19 INFORMATION:** www.tofino.ca/covid-19

Sent from within the Hahuulthii of the Tla-o-qui-aht Ha'wiih.

Please consider the environment before printing this e-mail.

This e-mail is confidential and is intended for the above-named recipient(s) only. Any unauthorized use or disclosure of this e-mail is prohibited. If you are not the intended recipient, please notify the sender immediately and securely destroy the communication. The District of Tofino is subject to the Freedom of Information and Protection of Privacy Act.



DISTRICT OF TOFINO – OFFICE OF THE MAYOR

P.O. Box 9, 121 Third Street, Tofino, B.C. V0R 2Z0

Telephone: 250.725.3229 | Fax: 250.725.3775 | Email: dlaw@tofino.ca | Website: www.tofino.ca

Honourable Katrine Conroy
Minister of Forests, Lands, Natural Resource Operations and Rural Development
PO BOX 9049, Stn. Provincial Government
Victoria BC, V8W9E2

May 11, 2021
File No. COM-02 FLNRORD
FLNR.Minister@gov.bc.ca

Dear Minister Conroy,

Re: Support for Expedient and Resourced Implementation of the Old-Growth Strategic Review

On behalf of the District of Tofino Council, I write to you expressing support for the expedient and resourced implementation of the 14 recommendations in the report titled “A Strategic Review of How British Columbia Manages for Old Forests Within its Ancient Ecosystems” (the Strategic Review) written by Registered Professional Foresters Garry Merkel and Al Gorley.

We commend the Minister and Premier Horgan for having publicly committed to implement the Strategic Review in its totality. However, to adequately manage and protect BC’s old forest biodiversity, attributes, values and benefits for future generations, we specifically request an expedient Provincial response to recommendations 6 and 7:

6. Until a new strategy is implemented, defer development in old forests where ecosystems are at very high and near-term risk of irreversible biodiversity loss.
7. Bring management of old forests into compliance with existing provincial targets and guidelines for maintaining biological diversity.

The District of Tofino also adds our voice to concerns that BC Budget 2021 shows no allocated funding toward the implementation of the recommendations, or to transitional supports for communities and Indigenous governments as they adapt to changes resulting from new forest management systems.

While BC Budget 2021 does include increased funding for land-use planning modernization, support for negotiations with Indigenous communities, and funds to enact the *Declaration on the Rights of Indigenous Peoples Act*, the budget is missing critical funding pieces needed to fully implement the Old Growth Strategic Review recommendations.

Situated within the Territory of the Tla-o-qui-aht First Nation in the Clayoquot Sound UNESCO Biosphere Reserve, thirty years ago our region was also at a crossroads with respect to the ongoing harvest of timber resources. Since that time, the District of Tofino has continued to engage with the Province and other governments on issues of sustainability and equity, as noted in our most recent Strategic Plan, protocol agreements and other corporate strategies.

Our intention in writing to you, Minister, is to not only show the District of Tofino's support for the expedient implementation of the Strategic Review's recommendations, but also to add our voice to the calls for dedicated funding to enact the recommendations in an economically just manner to build healthier ecosystems, better long-term land management and greater public support for this much needed paradigm shift.

Sincerely,

**Dan Law, Mayor
District of Tofino**

cc. MLA Josie Osborne
Local Governments of British Columbia

From: [Lions Bay Reception](#)
To: [Agenda](#)
Subject: FW: City of White Rock - Regional Model Mobile Crises Response Car Program and Invoicing for Required Officer Attendance at Hospitals
Date: Wednesday, May 19, 2021 10:09:01 AM
Attachments: [2021-05-18 Letter to Metro Van Mayors regarding Regional Model Mobile C....pdf](#)

From: Clerk's Office <ClerksOffice@whiterockcity.ca>
Sent: Wednesday, May 19, 2021 10:02 AM
Cc: dupontl@portcoquitlam.ca
Subject: City of White Rock - Regional Model Mobile Crises Response Car Program and Invoicing for Required Officer Attendance at Hospitals

Good morning,

On behalf of Mayor Walker, City of White Rock, please find the attached correspondence.

Best regards,

DEBBIE JOHNSTONE

Deputy Corporate Officer

15322 Buena Vista Avenue, White Rock, BC V4B 1Y6

Tel: 604-541-2127 | www.whiterockcity.ca



The information transmitted, including attachments, is intended only for the individual(s) or entity to which it is addressed and may contain information that is confidential and/or privileged or exempt from disclosure under applicable law. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by individual(s) or entities other than the intended recipient is prohibited. Please notify the City of White Rock and destroy any copies of this information. Thank you.



MAYOR DARRYL WALKER
OFFICE OF THE MAYOR
WHITE ROCK, BC CANADA

May 18, 2021

File No. 0230-20

Lower Mainland Local Government Association
PO Box 729
Pemberton BC V0N 2L0

Dear LMLGA Members:

Re: Regional Model Mobile Crises Response Car Program and Invoicing for Required Officer Attendance at Hospitals in Accordance with the *Mental Health Act*

On May 10, 2021 White Rock City Council unanimously supported two (2) motions requesting the province deliver a Regional Model Mobile Crises Response Car Program and enable invoicing for required police officer attendance at hospitals in accordance with the *Mental Health Act*. The resolutions read as follows:

Resolution 1: Regional Mobile Crises Response Car Program

WHEREAS a Mobile Crisis Response Car Program has been in place for some municipalities for decades and has been well received;

AND WHEREAS an integrated robust health care regional model would have value, eliminating jurisdictional policy lines (based on municipal boundaries) for a regional model that follows Health Authority boundaries;

THEREFORE BE IT RESOLVED that UBCM request the province to provide an integrated health care regional model for a Mobile Crisis Response Car Program.

Resolution 2: Invoicing for required officer attendance at hospitals

WHEREAS the RCMP are required under the Mental Health Act (MHA) to remain at the hospital with a person that has been apprehended under the MHA until they can be presented to a physician;

AND WHEREAS wait times can range from two and one-half (2.5) hours to six (6) hours during which time a person suffering from a mental health condition is in the custody of the police, contributing to further stigmatization, and preventing the police officer from taking any other emergency calls for the provision of their services;

THEREFORE BE IT RESOLVED that UBCM request the province to endorse provision where the municipalities can invoice the Health Authority for wait times more than 30 minutes, like the BC Ambulance Services (in 15-minute increments over 30 minutes).

City Hall, 15322 Buena Vista Avenue, White Rock, British Columbia, Canada V4B 1Y6

Tel: (604) 541-2131 Fax: (604) 541-9348 Email: dwalker@whiterockcity.ca Website: www.whiterockcity.ca

Community safety is a top priority for all municipalities. Expanding the Mobile Crisis Response program regionally could reduce the number of persons being required to be taken to a hospital, which in turn will provide better care for the person in need and assist to reduce overburdened hospital emergency rooms.

Therefore, we kindly request your support and endorsement of these motions to be considered at the UBCM Conference in September 2021.

If you have any questions, please contact my office at 604 541 2124.

On behalf of White Rock City Council, we thank you for your consideration in advance.

Sincerely,



Darryl Walker, Mayor

Enclosure: City of White Rock Corporate Report dated May 10, 2021

cc: Councillor Dupont, LMLGA President
White Rock City Council

LMLGA Members List:

- info@chilliwack.com
- bim@bimbc.ca
- village.hall@anmore.com
- info@whistler.ca
- managersoffice@coquitlam.ca
- infoweb@dnv.org
- info@tol.ca
- info@pittmeadows.ca
- belcarra@belcarra.ca
- communications-info@abbotsford.ca
- info@harrisonhotsprings.ca
- info@mission.ca
- info@hope.ca
- enquiries@mapleridge.ca
- info@slrd.bc.ca
- info@portcoquitlam.ca
- icentre@metrovancover.org
- info@westvancover.ca
- info@newwestcity.ca
- admin@pemberton.ca
- reception@lionsbay.ca
- info@cnv.org
- cityclerk@richmond.ca
- lum@chilliwack.com (Chairperson of the Board, Fraser Valley Regional District)
- mayor@surrey.ca
- webteam@surrey.ca

- council@squamish.ca
- clerks@delta.ca
- info@langleycity.ca
- info@portmoody.ca
- clee@kentbc.ca
- clerks@burnaby.ca
- info@vancouver.ca

THE CORPORATION OF THE
CITY OF WHITE ROCK
 CORPORATE REPORT



DATE: May 10, 2021
TO: Mayor and Council
FROM: Guillermo Ferrero, Chief Administrative Officer
SUBJECT: Regional Model for Mobile Crisis Response Car Program and Proposed Charges for RCMP Attendance at Hospitals

RECOMMENDATIONS

THAT Council endorse:

1. The following resolutions a) and b) and that they be sent to the Union of British Columbia Municipalities (UBCM) to submit a request for the province to provide a Regional Model Mobile Crises Response Car Program and enable invoicing for required officer attendance at hospitals in accordance with the *Mental Health Act* for consideration:

a) REQUEST FOR A REGIONAL MODEL FOR MOBILE CRISIS RESPONSE CAR PROGRAM CITY OF WHITE ROCK (Sponsor)

WHEREAS a Mobile Crisis Response Car Program has been in place for some municipalities for decades and has been well received;

AND WHEREAS an integrated robust health care regional model would have value, eliminating jurisdictional policy lines (based on municipal boundaries) for a regional model that follows Health Authority boundaries:

THEREFORE BE IT RESOLVED that UBCM request the province to provide an integrated health care regional model for a Mobile Crisis Response Car Program.

b) PROPOSED CHARGES TO HEALTH AUTHORITES FOR RCMP ATTENDANCE AT HOSPITALS CITY OF WHITE ROCK (Sponsor)

WHEREAS the RCMP are required under the *Mental Health Act* (MHA) to remain at the hospital with a person that has been apprehended under the MHA until they can be presented to a physician;

AND WHEREAS wait times can range from two and one-half (2.5) hours to six (6) hours during which time a person suffering from a mental health condition is in the custody of the police, contributing to further stigmatization, and preventing the police officer from taking any other emergency calls for the provision of their services:

THEREFORE BE IT RESOLVED that UBCM request the province to endorse a provision where the municipalities can invoice the Health Authority for wait times more than 30 minutes, like the BC Ambulance Services (in 15-minute increments over 30 minutes).

Regional Model for Mobile Crisis Response Car Program and Proposed Charges for RCMP Attendance at Hospitals
Page No. 2

2. Correspondence to the Province of British Columbia and the Health Authorities requesting the following:
 - i. The funding / expansion of the Health Authorities nurse portion of a Mobile Crisis Response Car Program (similar to the “Car 67” utilized by the City of Surrey) to White Rock and other Municipalities in need; and
 - ii. Provide authorization for invoicing in any instance where RCMP officers are required to wait over 30 minutes to present an apprehended / distressed person to a physician (in accordance with the *Mental Health Act*).
3. The City of White Rock will send a letter to UBCM and the Lower Mainland Local Government Association (LMLGA) seeking their support, including a resolution of support, from their members on the two (2) resolutions; and
4. The City of White Rock will send a letter to all Metro Vancouver Municipalities seeking their support on the two (2) resolutions.

EXECUTIVE SUMMARY

Mobile Crisis Response Car Program (Surrey’s Car 67 Program)

The City is requesting the provincial government to expand their funding for an integrated robust regional health care model for a Mobile Crisis Response Car Program. The City of Surrey has a program (“Car 67”) that addresses this need for their municipality that does not expand past their municipal boundary.

The program model is comprised of a police officer and a mental health practitioner team as there is often a need for nursing services to be provided and assigned when patients/ persons in distress or in need of medical care are brought to the attention of the RCMP and hospitalization is required. Currently, the *Mental Health Authority* (MHA) requires the police to remain in attendance at a hospital with the person in need until they are in the care of a physician. A Regional Mobile Crisis Response Car Program would be more effective for both the police and health care authorities as many apprehensions could be avoided if a mental health practitioner was available to conduct an on scene assessment, as it would often avoid the need to defer to the emergency powers under the MHA.

Billing for Officer Waits at Hospitals on MHA Apprehensions

The City is requesting a further consideration by the province to permit municipalities to charge the Health Authorities in circumstances when an officer is required to remain at the hospital with an individual in need where it was determined that the care of a physician in accordance with the MHA was required.

In response to often long hospital wait times, whereby an officer is unable to attend to other duties as a result, it is requested that billing for this service be permitted for any time exceeding 30 minutes, similar to the BC Ambulance Services (in 15-minute increments over 30 minutes).

INTRODUCTION/BACKGROUND

Community safety is a priority for the City of White Rock. The City of White Rock contracts with the Province of British Columbia for the provision of RCMP police services.

The White Rock RCMP responds to approximately 500 calls for service annually where mental health is the primary factor. Approximately 190 of these calls annually are for assessments under

Regional Model for Mobile Crisis Response Car Program and Proposed Charges for RCMP Attendance at Hospitals
Page No. 3

the MHA and in approximately 130 of these calls a person is apprehended under the MHA to be transported to the hospital. Police are required under the MHA to remain at the hospital with the person until they can be presented to a physician. Wait times at hospitals can range from two and one-half (2.5) to six (6) hours during which time a person suffering from a mental health condition is in the custody of police. While in attendance with the person in need, the officer is precluded from taking any other emergency calls for the provision of their services.

It is further noted that there is a stigmatization and a perception of criminalization when a person is in police custody, and in many circumstances, this is not the case, as they are there for mental health needs and not criminal misconduct.

The Province of BC, the Fraser Health Authority (FHA) and the Surrey RCMP provide a "Car 67" program whereby a Mobile Crises Response Unit provides advanced crisis intervention, risk assessments and referrals to mental health and/ or victim services to either divert or pre-screen persons who are in distress. It is understood that the "Car 67" concept would require additional resources in order to cover White Rock and other Municipalities facing such challenges.

This program should it be expanded regionally, would reduce the number of persons being required to be taken to the hospital, which in turn will provide better care for the person in need and assist to reduce overburdened hospital emergency rooms.

FINANCIAL IMPLICATIONS

The City of White Rock would contribute financially and/or with a rotational police resource, to staff the car for this program.

An example as to how the White Rock RCMP are currently impacted by this issue, with approximately 130 calls related to persons experiencing mental health issues, at an average of 4 hours of an officer's time required per call, 520 hours equates to 43 days (12 hr./shift).

With a regional program there will still be circumstances where police officers are required to remain with a person in need until they are in the care of a physician. The ability to charge for the time an officer is required to remain at the hospital would provide some funding to help alleviate staff workload / backlog.

LEGAL IMPLICATIONS

Not applicable.

COMMUNICATION AND COMMUNITY ENGAGEMENT IMPLICATIONS

Not applicable.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS

Endorsed by the White Rock RCMP.

CLIMATE CHANGE IMPLICATIONS

Not applicable.

ALIGNMENT WITH STRATEGIC PRIORITIES

Regional Model for Mobile Crisis Response Car Program and Proposed Charges for RCMP Attendance at Hospitals
Page No. 4

Community: Manage the delivery of City Services efficiently and effectively.

OPTIONS / RISKS / ALTERNATIVES

The following options are available for Council consideration:

Regional Mobile Crisis Response Cars Program

1. Council endorse supporting a request to the province to provide an integrated health care regional model for a Mobile Crisis Response Car Program.

Billing for Officer Waits at Hospitals on MHA Apprehensions

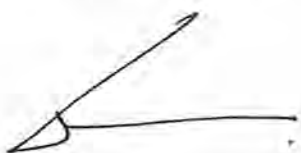
2. Council endorse supporting a request to the province to permit the billing of the FHA/ Health Authorities for wait times by police longer than 30 minutes while with apprehended or persons in need as required by the MHA until they are in the care of a physician, similar to the BC Ambulance Services (in 15-minute increments over 30 minutes).
3. Council receive the information without further action.

CONCLUSION

Community safety is a priority for the City of White Rock. The Province of BC, FHA and the Surrey RCMP deliver a “Car 67” program whereby a Mobile Crises Response Unit provides advanced crisis intervention, risk assessments and referrals to mental health and/ or victim services to either divert or pre-screen persons who are in distress. The “Car 67” program requires additional resources to cover White Rock and other Municipalities facing increased challenges. A Regional program that crosses over municipal boundaries would be beneficial.

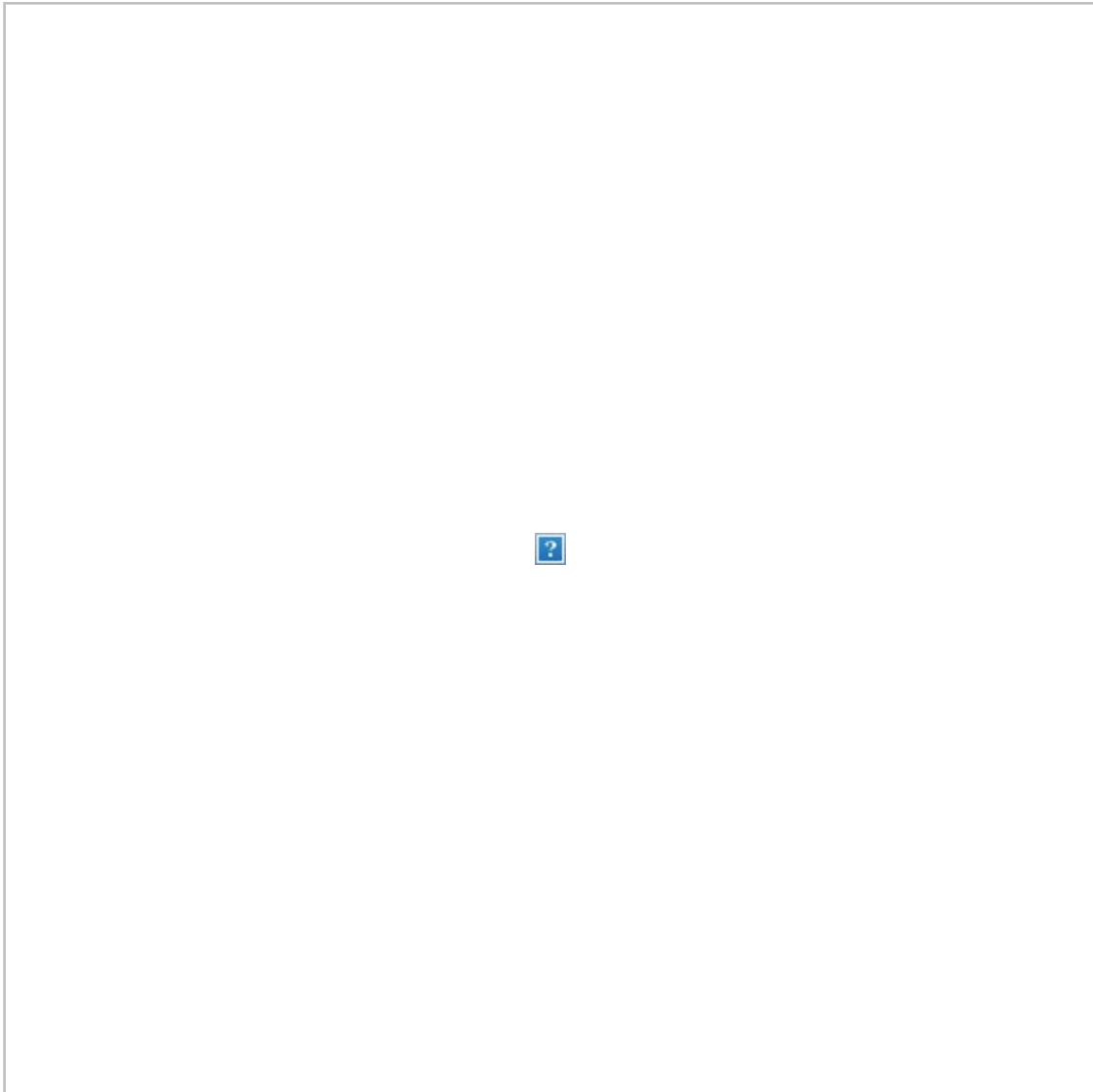
In circumstances when officers are required to wait with persons in need, under the MHA, for any time longer than 30 minutes, a provision whereby municipalities can bill for that time, would be fair and appropriate, as they are taken away from other emergency services duties. The billing would be a similar practice to the BC Ambulance Services (in 15-minute increments over 30 minutes). Having the ability to bill for this time, would produce funding to alleviate some workload / backlog caused by an officer inability to perform other duties.

Respectfully submitted,



Guillermo Ferrero
Chief Administrative Officer

From: [Patrick Weiler](#)
To: [Council](#)
Subject: How Budget 2021 Will Deliver For You
Date: Wednesday, May 19, 2021 4:44:23 PM



Dear Mayor and Council,

History was made on April 19th when Canada's first female Minister of Finance tabled [Budget 2021: "A Recovery Plan for Jobs, Growth, and Resilience"](#). Budget 2021 is focused on finishing the fight against COVID-19, creating jobs, ensuring our businesses come roaring back, and investing in long-term, inclusive and green growth. It responds directly to the concerns you shared with me, and helps address many of the vulnerabilities in our society that the pandemic laid bare.

While [Canada's vaccination rates](#) are among the top three in the G20, the fight against COVID-19 continues. Budget 2021 supports the health response and extends programs such as the wage and rent subsidies that have allowed businesses and non-profits to stay open and to keep workers employed.

The pandemic has had distinct impacts on various segments of our society, including the tragedy that befell seniors in long-term care, the jobs of young people vanishing, and women's labour force participation hitting a two-decade low. Budget 2021 takes targeted action to respond by supporting the provinces to deliver long-term care that meets the national standards our seniors deserve and creates 215,000 work opportunities for young Canadians to ensure the pandemic does not have a lasting impact on their career prospects. The signature investment is an accessible, affordable, and inclusive Canada-wide early learning and childcare system that will support families and give children the best possible start to life.

This Budget will directly create half a million training and job opportunities in high demand careers such as the trades. It also makes targeted investments in strategic growth areas of our economy in sectors such as digital tech, bio-tech/manufacturing and clean technology. For the first time ever, it creates a Regional Development Agency for BC to leverage the distinct economic opportunities found throughout our province. It makes a historic investment of \$18 billion to close the infrastructure and service gaps that continues to hold back Indigenous peoples.

Budget 2021 ensures a green and blue recovery by resourcing our commitment to protect 25% of our lands and oceans by 2025. It provides a generational investment to restore iconic wild pacific salmon to traditional levels of abundance. It will increase our climate action by focusing programs reducing emissions from our largest point sources, as well as supporting you to make home energy retrofits.

This newsletter highlights some of the key measures of Budget 2021 as well as giving a picture of our fiscal strength. I invite you to take a read to see how our programs and plans will help you and your loved ones, and to access the full budget at www.budget.gc.ca to learn more.



Supporting Canadians, Protecting Small Businesses

The pandemic was largely experienced differently by Canadians based on their age, sex, race and income level. Entry level positions were the first jobs to be lost, leaving young and graduating Canadians without the avenue to launch their careers. To rectify this challenge, Budget 2021 [doubles Canada Student Grants](#), and [waives interest on Canada Student Loans for an additional year](#). Importantly, over 215,000 additional work placements will be created by expansions to the [Student Work Placement Program](#), [Youth Employment and Skills Strategy](#), and [Canada Summer Jobs](#) to ensure young Canadians get quality work experience to start their career.

The pandemic exposed what we already knew: too many Canadians work in precarious jobs and have barely enough to make ends meet. To improve conditions for vulnerable workers, we are bringing in a [\\$15 minimum wage for federally regulated sectors](#), and we are expanding the eligibility for the [Canada Workers Benefit](#) so that a million more low-income Canadians can access a sizeable tax refund of up to \$2,4000.

The pandemic has also highlighted how important it is for Canadians to have access to sickness benefits when they are ill. That is why we are extending the [Canada Recovery Benefit](#) to a maximum of 50 weeks and enhancing EI sickness benefits from 15 to 26 weeks while making further changes to [EI regular and recovery benefits](#) to make them more accessible for all Canadians.

Seniors and community organizations such as the Sunshine Coast Seniors Planning Table and West Vancouver Seniors' Activity Centre have highlighted the economic challenges seniors are under now more than ever. These challenges grow significantly with age. We are therefore providing another [one-time payment of \\$500 this August to seniors 75 or over](#) while [increasing regular Old Age Security](#) payments for pensioners 75 and over by 10% as of July 2022.

The pandemic has also shone a light on systemic issues affecting long-term care facilities across the country and the urgent need for action. Budget 2021 provides \$3 billion over five years to support the provinces and territories to [make permanent changes in the way they deliver long term care](#) so that seniors live in safe and dignified conditions.

Creating Jobs and Investing in Canada

While we see light at the end of the tunnel, we know that Canadian workers and businesses need continued support to weather the economic impacts of the pandemic. The [Wage Subsidy](#) has helped more than 621,000 British Columbians keep their jobs, while the [Rent Subsidy](#) and [Lockdown Support](#) have helped more than 50,000 organizations in BC with rent, mortgage, and other expenses. To ensure businesses are in a strong position to rebound, Budget 2021 will [extend all three programs until September 25, 2021](#). These programs have been lifelines to small businesses in our communities, particularly in the hard hit hospitality sector, and these extensions will ensure our favourite businesses survive and help our economy come roaring back.

The new [Canada Recovery Hiring Program](#) will support organizations to hire or re-hire

workers to facilitate a transition back to normal work levels. The pandemic has also hastened the economy's digital transformation as companies, workers, and consumers conduct more and more business online. To help businesses with this transition, we are launching the [Canada Digital Adoption Program](#), which will create 28,000 jobs for young Canadians to help 160,000 small and medium business adopt new digital technologies.

Budget 2021 is also focused on seizing new growth opportunities that are at our disposal. With one of the most distinct and diverse economies in Canada, BC has been driving Canada's economy for many years. Budget 2021 will assist this trend by making a \$553 million investment over five years to create, for the first time, the [BC Regional Development Agency](#). This new organization will support businesses start and scale to drive growth in different regions of our province and create the good, well-paying jobs that will support our communities in the future.

To ensure we have the skilled workforce to meet the current and future needs of our country, the federal government is committed to creating one million jobs by the end of this year, while building the foundations for an economy that is more equitable, competitive, innovative, and sustainable. Budget 2021 will directly provide half a million new training and work opportunities through contextually appropriate programming.

For example, we know that skilled trades are vital to our economy, but we need to do more to encourage workers who want to pursue a career in this critical field. Apprenticeships are the bridge that help skilled workers, especially young people starting their careers, connect with businesses and find well-paying jobs. Budget 2021 provides \$470 million to [establish a new Apprenticeship Service](#), which will help 55,000 first-year apprentices in construction and manufacturing Red Seal trades connect with opportunities at small and medium-sized employers. An additional incentive will be provided to employers who hire workers from underrepresented groups, such as women, racialized Canadians, and persons with disabilities.

Investing in Affordable Childcare

Now more than ever, the pandemic has highlighted the burden that childcare scarcity places on families, in particular for mothers, as well as our labour force overall. Families in our riding have let me know of the immense strain they have been under due to a lack of affordable and accessible childcare. For example, there are only 1,100 childcare spaces for over 5,100 children in the Sea to Sky region under 12 years old, and there are 10 children for every 1 before and after school spots. Wait-lists for childcare spaces throughout our region exceed two years, while the cost of childcare can range up to \$65 to \$100 per day.

As a result, there is perhaps no more important program in Budget 2021 than the historic investment of up to \$30 billion over five years, with an ongoing \$8 billion per year, to ensure [high-quality, affordable and accessible early learning and childcare across Canada](#). This will cut the fees for regulated early learning and childcare in half by the end of 2022, and down to \$10 a day on average within the next five years. For many families, that will mean a reduction in childcare costs to below \$250 per child each month.

Budget 2021 will deliver on these goals by providing the Province of BC with matching funding so that they can deliver high-quality, affordable and accessible early learning and childcare. [Childcare roundtables like the one I hosted in early May for the Sea to Sky](#)

Corridor solicited key input from constituents to inform negotiations on childcare needs in our community. Discussions like these will be crucial, as implementing affordable childcare requires a strong collaborative effort with all orders of government, local stakeholders, and community organizations.

Budget 2021's investments in childcare builds upon the Canada Child Care Benefit, which has helped lift 435,000 children out of poverty and helped millions of families across the country. In May we announced that families will receive an up to \$1,200 CCB top up per child under the age of six.

A Green and a Blue Recovery

Canada is home to a fifth of the world's remaining wilderness, but many of the natural spaces and species we love are under threat. Although Canada has increased marine protected areas tenfold – the size of Nova Scotia – in the last 5 years, we have a ways to go to meet our ambitious commitment to protect 25% of our lands and waters by 2025 that experts are saying are critical to preserve biodiversity. Budget 2021 resources this with a historic commitment of nearly \$2.3 billion. This funding will conserve land and create marine protected areas, and create thousands of jobs, particularly with underrepresented groups and in rural areas, including by supporting much needed new Indigenous Guardians programs.

We share a special appreciation for the beautiful environment we are fortunate live in, and understand the value that our natural environment provides intrinsically, economically and to our mental health. This is well recognized by our local governments. The District of West Vancouver has estimated the value of its natural assets at \$3.2 billion and the Town of Gibsons has a renowned natural infrastructure program that provides municipal services at a lower cost in a more resilient manner. The Government of Canada is supporting leading policies like this through the introduction of the \$200 million Natural Infrastructure Fund to support natural and hybrid infrastructure.

The threats to our natural environment are felt no more clearly in our province than with respect to iconic wild pacific salmon, where some stocks have declined by as much 93% since the 1990s from a multitude of causes. Salmon are a keystone species that is integral to our marine ecosystems, integral to Indigenous cultures, and to sustain our blue economy. Rather than sit idle and accept a collapse on the scale of Atlantic Cod, Budget 2021 makes a generational investment of \$647 million over five years to stabilize and restore wild pacific salmon populations through habitat restoration, new hatchery facilities, targeted research, and improved commercial and recreational fishing management. These programs will be able to support and leverage the amazing work being done by our committed local non-profit societies such as streamkeepers, the Squamish River Watershed Society and the Sunshine Coast Salmonid Enhancement Society to restore ecological integrity, rebuild our salmon stocks and assist future generations to inherit the marine abundance that we have enjoyed in the past.

Climate and Green Growth

On Earth Day 2021, Canada increased our emissions reductions target to 40-45% below 2005 levels by 2030, building on the comprehensive "[A Healthy Environment and A Healthy Economy](#)" plan announced in December. The rubber hits the road with Budget 2021 with pivotal programs that both address our hardest to eliminate emissions as well as those that will allow each household to lower their emissions.

Budget 2021 will [cut corporate and small business income tax rates in half for businesses that manufacture zero-emission technologies](#). An \$8 billion [Net Zero Accelerator Fund](#) will help build and secure Canada's clean industrial advantage by investing in decarbonizing large emitters in areas such as steel and cement, transforming key sectors and accelerating the adoption of clean technology across the economy.

Our region is home to leading innovators that are piloting and scaling world class solutions to fight climate change, improve environmental management of industry, and that will create the quality jobs that will drive our economy now and increasingly in the future.

The federal government's past support helped Squamish-based Carbon Engineering become the top clean tech company in North America just last year and we are investing an [additional \\$1 billion in clean tech funding](#) to help more Canadian companies become future leaders in this important field. In partnership with the BC government, we are providing a combined \$95 million to establish the [Centre for Innovation and Clean Energy](#) to advance the scale-up and commercialization of clean technologies in BC.

Budget 2021 will assist individuals to save money, reduce their carbon footprint and create local jobs, allowing homeowners to complete [deep home energy retrofits through interest-free loans](#) worth up to \$40 000. I invite you to get an [EnerGuide assessment](#) of your home with existing \$5,000 grants and then to access the no interest loan through the Canada Housing and Mortgage Corporation which will launch this summer.

With increasing climate variability and change, climate-related disasters, such as flooding, wildfires, sea-level rise and coastal erosion are becoming more frequent and severe, and we need to prepare and ensure our communities are resilient to on these risks. [Budget 2021 expands the Disaster Mitigation and Adaptation Fund](#) to support projects that will keep our communities safe.

Supporting Arts, Culture and Tourism

This past year has been difficult for our entire region and country. It has hit businesses hard, and our riding knows all too well that certain sectors have been disproportionately impacted. The tourism, arts and cultural sectors were partially or completely ground to a halt by public health restrictions that were necessary to keep us safe. It is therefore incumbent upon us to support them so they and our neighbours that work in them come back strong to welcome our communities and the world. [Budget 2021 will help this sector recover](#) once the pandemic is over through an investment of \$1 billion.

As one of the biggest economic drivers in our riding, this support will be crucial for many businesses and organizations in the tourism industry that rely on local and international visitors. Areas like Whistler have suffered significant losses, as their small communities have tried to balance the needs of their local economy with public health imperatives. To promote their recovery, our government is investing \$500 million into the [Tourism Relief Fund](#), which will be administered by regional development agencies – including the new

agency that will be created for BC by Budget 2021. This funding will help sustain the tourism industry until it is safe to welcome Canadians and the world back into our communities.

To support our arts and cultural sector, Budget 2021 invests \$200 million to support events like local festivals, local museums, and amateur sport events. We are also investing \$200 million through our regional development agencies to support major festivals across the country. This will help sustain events such as the Squamish Valley Music Festival and Writers Fest. From mountain biking events like Crankworx to Harmony Arts in West Vancouver, we are determined to revive these much beloved events, welcoming Canadians across the country and visitors from around the world. Soon our communities will be filled with music, laughter, and festivities once more.

Canada's Fiscal Position

For those that are concerned about the level of expenditure and the economic stimulus found in this Budget, I would like to assure you that Canada's fiscal situation remains strong. We recently had our AAA credit rating reaffirmed, we are paying less to service our debt in proportion to GDP today than at any point in the last century, and we retain the lowest debt-to-GDP ratio in the G7. We have committed to steadily decreasing the deficit in the next couple years, enacting fiscal guardrails that will enable us to do so responsibly and in a way that does not cut services. Rather than austerity that would shackle our economic growth, Budget 2021 will accelerate a green and inclusive economic recovery.

The International Monetary Fund (IMF) has validated Canada's approach, issuing in their annual report that "Canada's strong history of prudent policymaking afforded it the policy space to respond forcefully to the crisis, helping it to contain the socio-economic impact of the pandemic." The IMF estimates that without Canada's COVID-19 economic response, "real output would have declined by an additional 7.8 percentage points in 2020 and the unemployment rate would have been 3.2 percentage points higher."

With the jobless rate the lowest since February 2020, a higher labour force participation rate than any G7 country and an economy that is growing faster than the United States, Canada's economy is recovering and creating jobs at a faster pace than most have expected. With our vaccination program accelerating, infection rates dropping, and investments through Budget 2021, Canada is on a very strong fiscal track to recover and thrive.



HOUSE OF COMMONS
CHAMBRE DES COMMUNES
CANADA

Patrick Weiler

Member of Parliament
West Vancouver-Sunshine Coast-Sea to Sky Country

May 19, 2021

The COVID-19 pandemic has had a tremendous impact on all Canadians, but especially on young Canadians. That is why the Government of Canada continues to make historic investments to ensure that youth have the supports and opportunities they need to build long and successful careers.

Last month, the Minister of Employment, Workforce Development and Disability Inclusion, Carla Qualtrough, announced more than 150,000 CSJ opportunities are available at jobbank.gc.ca/youth. There, young Canadians can look for and apply for jobs in a wide variety of fields, including community and charity work, food industries, recreation and fitness, marketing and public relations, landscaping and farm labour, and many others.

Here in West Vancouver-Sunshine Coast-Sea to Sky Country, CSJ has secured \$1,534,209 in funding for a total of 343 jobs and 183 projects to support young people in our riding.

In response to the ongoing pandemic, the Government is giving employers the flexibilities to hire youth to work on a full-time or part-time basis, as well as beyond the summer months, with some placements extending to February 2022.

This year's record-breaking number of job opportunities will help young Canadians discover different careers, gain meaningful experiences, and save up for school.

Supporting youth and ensuring their participation in all aspects of the economic recovery takes a collaborative and government-wide approach. Through Budget 2021, the Government is proposing to invest an additional \$5.7 billion over the next five years to help young Canadians pursue and complete their education, acquire new skills and access more work opportunities. This is on top of the \$7.4 billion already invested in young Canadians during the pandemic. Thousands more young Canadians will be able to benefit from the following historic Government actions:

- 30,600 new job placements through the Youth Employment and Skills Strategy in 2021–2022;
- 220,000 job placements through Canada Summer Jobs over the program's 2021 and 2022 seasons;
- 50,000 work-integrated learning placements through the Student Work Placement Program in 2021–2022;
- at least 85,000 work-integrated learning placements through Mitacs over the next 5 years starting in 2021–2022; and
- 28,000 training and work opportunities for young Canadians through the Canada Digital Technology Adoption program in 2021–2022.

Taken together, the Government of Canada's response to the current crisis represents one of the largest youth support packages in the world.

Quick Facts

- More than 150,000 Canada Summer Jobs (CSJ) opportunities were made available to young Canadians as of April 26, 2021, across a wide variety of fields, including community and charity work, food industries, recreation and fitness, marketing and public relations, landscaping and farm labour, and many others.
- CSJ is part of the Youth Employment and Skills Strategy, which helps youth, particularly those facing barriers, to gain the skills and experience they need to successfully transition to the labour market. The program strives to give young Canadians between the ages of 15 and 30 paid work opportunities so that they can grow professionally and improve their skills in the not-for-profit, small business and public sectors. It also supports the delivery of key community services to Canadians.
- In the context of the ongoing COVID-19 pandemic, temporary flexibilities similar to those introduced for CSJ 2020 are available this year to ensure that even more young Canadians can apply. These include:
 - an increased wage subsidy, so that private and public sector employers can receive up to 75% of the provincial or territorial minimum hourly wage for each employee (not-for-profit organizations will continue to receive 100%);
 - an extension to the end date for employment to February 26, 2022; and
 - allowing employers to hire staff on a part-time basis.
- The CSJ 2021 call for employer applications closed on February 3, 2021. Over 50,000 applications were received during the call, representing more than 240,000 jobs requested. More than 42,700 projects have been funded, representing more than 152,000 job opportunities.
- CSJ-funded jobs started as early as April 26, 2021. The last possible date for a work placement to start is January 15, 2022. The latest end date for all CSJ jobs, subject to agreement length, is February 26, 2022.

Related Products

- [Backgrounder: Canada Summer Jobs 2021](#)
- [Backgrounder: Budget 2021 – Young Canadians](#)

Associated Links

- [Canada Summer Jobs](#)
- [Job Bank website](#) and [mobile app](#)
- [Budget 2021: A Recovery Plan for Jobs, Growth, and Resilience](#)
- [Investing in young Canadians](#)

If you would like more information or have any questions about Canada Summer Jobs in our riding, please do not hesitate to reach out to our office.

Sincerely,



Patrick Weiler, MP
West Vancouver-Sunshine Coast-Sea to Sky Country

From: [Lions Bay Reception](#)
To: [Agenda](#)
Subject: FW: Trails Strategy for BC- report on what we heard from local governments
Date: Thursday, May 20, 2021 9:51:54 AM
Attachments: [image002.png](#)
[RSTBC Final Local Government What We Heard Report 23March2021.pdf](#)

From: Trails Strategy DO NOT REPLY:FLNR:EX <Trails.Strategy.DoNotReply@gov.bc.ca>
Sent: Thursday, May 20, 2021 8:01 AM
To: Trails Strategy DO NOT REPLY:FLNR:EX <Trails.Strategy.DoNotReply@gov.bc.ca>
Subject: Trails Strategy for BC- report on what we heard from local governments

Hello,

In the summer of 2020, a survey was sent to local government staff and elected officials seeking input on a comprehensive review of the Trails Strategy for BC. The survey was live between late May and early July 2020. In total, 233 individuals representing 145 different municipalities and regional districts completed the survey. Please find attached a summary of what we heard from that engagement process.

In addition to local governments, numerous other engagements were undertaken in support of the review of the Strategy. The engagement was completed in a partnership between Recreation Sites and Trails BC (RSTBC) and the Provincial Trails Advisory Body (PTAB). The engagements have been completed as a means of informing a comprehensive review of the Trails Strategy for British Columbia to ensure the continued relevance of the strategy to recreationalists, communities, First Nations, the tourism sector, and the Province. The review included:

- background research,
- a literature review of the benefits of trails,
- over 40 interviews with representatives from provincial ministries, non-profits, and recreation clubs and associations,
- a survey of over 200 local government representatives,
- focus group webinars with recreation sector interests,
- a public survey of over 5,900 British Columbians, and
- a separate government-to-government engagement process with all First Nation governments in BC.

The province continues to review the results of the review of the Strategy. Recommendations will be made to update the strategy based on findings from the research and engagements. Recommendations will provide direction for formally updating the strategy to reflect the broad viewpoints of the First Nations and various stakeholders involved in the engagement processes. Once RSTBC receives the mandate to proceed with the recommended changes, the Trails Strategy will be updated and implemented to improve trail development, management and maintenance across the province. A new draft version of the strategy is expected to be complete by the end of 2021.

It is important to note that the Trails Strategy engagement process was conducted during the COVID-19 pandemic. During that time, a significant increase in trail-based recreation was noted likely due to outdoor trail use being an acceptable, healthy, and popular activity to engage in while

adhering to social distancing protocols. This trend of increasing recreation trail use is expected to continue even after the pandemic is over owing to the large number of people that have been introduced to the benefits of British Columbia's extensive trail network.

Thank you to all those who participated in the Trails Strategy review process. Your contributions will result in a significant improvement to the management of BC's world-class natural amenities and trails networks.

Related Links:

- Trails Strategy for BC <https://www2.gov.bc.ca/assets/gov/sports-recreation-arts-and-culture/outdoor-recreation/camping-and-hiking/rec-sites-and-trails/trail-strategy.pdf>
- Trails Strategy Public engagement 'what we heard report <https://www2.gov.bc.ca/gov/content/sports-culture/recreation/camping-hiking/sites-trails/program/policies-strategies/prov-trail-strategy>
- The Provincial Trails Advisory Body <https://www.orcbc.ca/provincial-trails-advisory-body/>

Thank you,

Recreation Sites and Trails BC





HOUSE OF COMMONS
CHAMBRE DES COMMUNES
CANADA

Patrick Weiler

Member of Parliament
West Vancouver-Sunshine Coast-Sea to Sky Country

May 20, 2021

Dear Friends & Neighbours,

Canadians across the country want to reduce their home energy bills and reduce their carbon footprint by improving energy efficiency in their homes. The Government of Canada is helping them do that.

This week, the Honourable Seamus O'Regan Jr., Minister of Natural Resources, and the Honourable Carla Qualtrough, Minister of Employment, Workforce Development and Disability Inclusion, **launched a [call for proposals](#) to create good middle-class jobs through the federal government's \$2.6 billion green retrofit program.**

This call for proposals is a \$10 million commitment to recruit, train, and mentor up to 2,000 new energy advisors across the country to support the Canada Greener Homes Grant, which will provide as many as 700,000 grants of up to \$5,000 each to help homeowners make energy-efficient improvements to their homes, supported by an [EnerGuide evaluation](#). An EnerGuide home evaluation gives homeowners a better understanding of how their home uses energy now – and identifies retrofits to help improve energy efficiency.

This initiative also provides the opportunity to build an energy efficiency workforce that more closely reflects Canada's population. Today's call for proposals underscores the need for diversity and inclusion by specifically targeting under-represented groups such as women, Indigenous Peoples, persons with disabilities, LGBTQ2 communities, and racialized Canadians.

New energy advisors will help meet demand for and provide access to timely EnerGuide evaluations for all Canadians, regardless of location. They will help Canadians make changes to their homes that deliver the greatest return for their investment with advice tailored to their specific situations.

Proposals must be received by July 8, 2021 and Natural Resources Canada will schedule webinars with potential applicants to answer any questions and provide additional support. Canadians with limited internet access can contact the dedicated call centre line at 1-833-674-8282.

According to the International Energy Agency, energy efficiency measures could get the world one-third of the way toward its Paris 2030 targets and help us reach net-zero emissions by 2050. With buildings, including our homes, accounting for 18 percent of Canada's greenhouse gas emissions, retrofitting existing homes — with the help of highly trained energy advisors — is one of the most effective ways to reduce greenhouse gas emissions.

For more information on Canada's green retrofit program, please see the following webpages:

- [Greener Homes](#)
- [How to make your home energy efficient?](#)
- [Healthy Environment and a Healthy Economy](#)
- [Budget 2021](#)
- [Canada Mortgage and Housing Corporation: Interest-free loans program](#)

If you have any questions, please do not hesitate to reach out to our office or contact Natural Resources Canada directly using the call centre phone line above.

Sincerely,

A handwritten signature in black ink, appearing to be 'P. Weiler', written in a cursive style.

Patrick Weiler, MP
West Vancouver-Sunshine Coast-Sea to Sky Country

May 2021

Lions Bay (Village)
Attn: Climate Change Dept.
400 Centre Road
Lions Bay, BC V0N 2E0



To whom it may concern,

We are writing to **invite you to our upcoming webinar** for municipalities, regional districts, Indigenous governments, and other local governance structures to discuss a crucial new report called 'Intact Forests, Safe Communities'. This recently released report highlights the relationship between forest management and potentially devastating climate disasters that are already impacting communities like yours in British Columbia.

Please join us for our webinar, "**Intact Forests, Safe Communities**" to learn how you can protect your community from climate risks such as wildfire, freshwater contamination, landslides and flooding.

Date: June 9, 2021

Time: 2:00 – 3:30 p.m.

Register at sierraclub.bc.ca/safe-communities

We are including in this package the independent report, 'Intact Forests, Safe Communities', which was commissioned by Sierra Club BC and **written by forestry expert Dr. Peter Wood**. The report found that clearcut harvesting can significantly impact the severity and frequency of climate risks for B.C. communities, in particular risks related to wildfire, landslides and floods. In fact, of the 15 climate risks identified in B.C.'s 2019 Strategic Climate Risk Assessment, the majority are influenced by logging.

B.C.'s 2019 Climate Risk Assessment outlined how several of these climate risks have the potential to create catastrophic impacts in coming decades, **especially for municipalities, regional districts, and Indigenous communities**. The provincial assessment did not consider, however, the impact of current logging practices on these climate risks or how improved logging practices can protect communities.

Fortunately, the report also shows that by working together, local, regional, and Indigenous governments can mitigate climate related disasters like **flooding, droughts, fires and heatwaves**. By swiftly protecting and restoring intact forests, working to reform B.C.'s forestry practices, and applying Indigenous knowledge to forest-related decisions, **you can help protect your community**.

To support the health and safety of B.C. communities, it is critical that the BC Climate Preparedness and Adaptation Strategy, now under development, include measures to **protect intact forests and reform forestry practices**. Not addressing the relationship between forestry and climate risks would severely undermine the effectiveness of the Province's response to the climate crisis.

As our report shows, the best way to accomplish this is by implementing all the recommendations from the 2020 Old Growth Strategic Review, a plan that calls for the protection of remaining intact forests and a **paradigm-shift for forest management in B.C.** The Old Growth Strategic Review recommends engaging the full involvement of Indigenous governments during this paradigm shift and calls on the

provincial government to center forest management on ecological integrity and conservation of biodiversity. Implementing these recommendations will create a host of co-benefits, like keeping more carbon stored in forests and **reducing severe risks of climate impacts**.

As you know, Premier John Horgan committed in the fall of 2020 to implementing all the recommendations of the Old Growth Strategic Review; however, seven months later, the B.C. government has yet to implement interim protection for all at-risk forests, provide the necessary funding, or disclose a timetable for how they will live up to this commitment.

As the global biodiversity and climate crises exacerbate, time is quickly running out to safeguard remaining intact forests and their irreplaceable benefits. **Local and regional governments cannot ignore** the growing risks of **status quo forest management** in these unprecedented times, as the costs of climate disasters are often borne by these levels of government.

It is our hope that Dr. Wood's report and our upcoming webinar will provide you with crucial **information your community can use** to speak out about land use and forestry decisions impacting the lands and waters surrounding you, as well as the **potential financial risks your community faces** from climate disasters.

The needed paradigm-shift in forest management cannot be achieved without a new provincial framework supporting communities across the province. **You can help bring about this change** by urging the provincial government to keep its promise and fully implement the recommendations of the Old-Growth Strategic Review panel's report in their totality.

Please join us on **Wednesday June 9th at 2 pm for 90 minutes** for a presentation and conversation with **Dr. Peter Wood**, Sierra Club BC's Forest Liaison **Robin Strong** and **Jens Wieting**, Senior Forest and Climate Campaigner at Sierra Club BC.

More information and registration can be found at: sierraclub.bc.ca/safe-communities

Please let us know if you are interested in our webinar, if you have questions or concerns or if you would like to receive information about climate risks and opportunities for the change we need to thrive in the future. We have additional paper copies of the report which we can provide if you need. Thank you.

Sincerely,

Robin Strong
Forests Community Liaison
Sierra Club BC
robin@sierraclub.bc.ca

Jens Wieting
Senior Forest and Climate Campaigner,
Sierra Club BC
jens@sierraclub.bc.ca

From: [REDACTED]
To: [Council; Agenda](#)
Subject: upcoming meeting
Date: Monday, May 3, 2021 5:05:28 PM

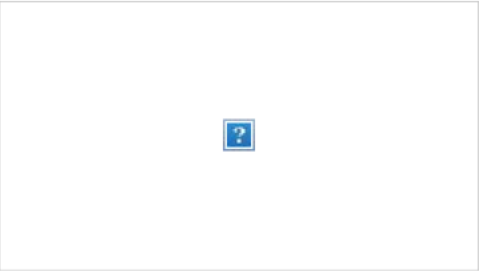
There seems to be increased demand for kayak storage. My understanding is that there are at least 12 families on a wait list for a kayak slip. If there is the room then could the Village build more slips. The cost of which could be covered by monthly rents and also a rent hike. Rather than waiting for grant money that may or may not materialize.

Cheers

Emilie Montgomery

From: [Ron McLaughlin](#)
To: [REDACTED]
Cc: [Agenda](#); [Peter DeJong](#)
Subject: Re: Attempted to speak at meeting
Date: Thursday, May 13, 2021 9:28:24 AM

<https://www.youtube.com/watch?v=kZe8ZaHfftU>



VoLB Regular Council Meeting - May 4, 2021 - YouTube

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www.youtube.com

Good morning Karl - look at 1 hour, 15 minutes, 37 seconds

Per our conversation yesterday I am sorry you were locked out. I did read your email below to the audience and the video gives you the responses.

Underlying this is all the good work that was done. Thank you from everyone for your initiative and execution of this high profile and meaningful project.

Between now and when your request comes back to Council before the summer break, please consider what you may want to add on as the thoughts come to you.

Warm regards and truly, thank you, for both the spiritual and physical heavy lifting done,

Ron McLaughlin

Mayor

The Village of Lions Bay

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

Tel: (604) 921-9333 | Cell: (604) 353-7138 | www.lionsbay.ca

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From: [REDACTED]
Sent: Tuesday, May 4, 2021 8:06 PM
To: Council <council@lionsbay.ca>
Subject: Attempted to speak at meeting

Hello Council,

I was late to click the Zoom link, and by the time I was let into the meeting 10 minutes later, Public Participation was over. The staff cover note to the report I provided was rather sparse, and here's what I wanted to say in two minutes:

Thank you for funding a further piece of the community signage project. In the report you consider tonight, there are five potential action items:

1. An option to redo \$400 worth of signs, if Council feels there's value to having the feedback@lionsbay.ca email address on them.
2. A recommendation for 4 further signs from the original project, updated.
3. A reminder that adjunct to the watershed protection sign, there is a project pending with the BC Mountain Club to install permanent composting toilets, if we actually want to address human waste in the watershed. Given the likelihood that it will not be possible to close recreational access to a watershed, the province might be induced to participate too.
4. Recommendations for other community-facing signage, which Council might see value in and want to direct staff to deliver by a deadline, rather than waiting them to trickle through the normal process.
5. Observations on parking signage that might improve the situation, again probably better addressed by Council direction.

Regards,
Karl

From: [REDACTED]
To: [Clerks; Correspondence Group, City Clerk's Office; clerks@newwestcity.ca; Clerk's Office; clerks@surrey.ca; clerks@cnv.org; clerks@delta.ca; allison.patton@surrey.ca; areaajen@gmail.com; bdingwall@pittmeadows.ca; Bmcdonald@delta.ca; brenda.locke@surrey.ca; chodge@coquitlam.ca; clrboyle@vancouver.ca; clrcarr@vancouver.ca; dhocking@bimbc.ca; doug.elford@surrey.ca; dwalker@whiterockcity.ca; HSteves@richmond.ca; jack.hundial@surrey.ca; kennedy.stewart@vancouver.ca; krichter@tol.ca; laurie.guerra@surrey.ca; Dominato, Lisa; mayor@burnaby.ca; mayor@cnv.org; mbooth@westvancouver.ca; melissa.degenova@vancouver.ca; Wiebe, Michael; muril@dnv.org; nbelenkie@belcarra.ca; pietro.calendino@burnaby.ca; sav.dhaliwal@burnaby.ca; Pettigrew, Steven; village.hall@anmore.com; Council; Bowen Island Municipality; clrkirby-yung@vancouver.ca; clrblich@vancouver.ca; Colleen Hardwick; James Hanson; Don Bell, City NV; Keithley, Joe; colleen.jordan@burnaby.ca; dan.johnston@burnaby.ca; Nadine Nakagawa; mayor_council@coquitlam.ca; citycouncil@portcoquitlam.ca; council@portmoody.ca; eric@ecoplanning.ca; Minister_MAH MAH:EX; Minister.Transportation@gov.bc.ca; Minister.SI@gov.bc.ca; FIN.Minister@gov.bc.ca](mailto:clerks@correspondencegroup.ca)
Subject: Policy Framework for Major Transit Project Contributions from Municipal and Local Partners
Date: Thursday, May 6, 2021 7:47:04 PM

Dear Mayors and Councillors;

This new report was approved by the Mayors' Council on 29.4.2021 instead of first forwarding it to all Municipal Councils for review.

https://www.translink.ca/-/media/translink/documents/about-translink/governance-and-board/council-minutes-and-reports/2021/april/in_camera_resolution_20210429.pdf

" The Framework is not a legally binding document – it provides policy guidance to decision-makers and project partners. " NOT quite true!!

Maybe the various big cities can have their experienced and knowledgeable staff write some comments.

TransLink governance has to be changed. It was flawed from day one in 1999 and it became worse in 2008 and 2014.

TransLink has to be a Municipality with an accountable and elected Board.

For far too long Transit has been the " lost son " in the eyes of Metro Vancouver Municipalities since they never had a proper understanding of our Transit System. Other big cities in Canada know things better as they have been in charge of providing transit services for over 100 years.

Sincerely
Nathan Davidowicz

From: [REDACTED]
To: [Council](#); [Agenda](#); [Fred Bain](#); [Neville Abbott](#); [Ron McLaughlin](#); [Jaime Cunliffe](#); [Norman Barmeier](#)
Cc: [REDACTED]
Subject: Encroachment Agreement and Municipal Drainage Maintenance for 245 Kelvin Grove Way
Date: Thursday, May 13, 2021 10:49:56 AM

Dear Mayor McLaughlin, Councillor Abbott, Councillor Bain, Councillor Barmeier and Councillor Cunliffe

We are preemptively reaching out to you regarding the improvements we would like to undertake to the boulevard at our home at 245 Kelvin Grove Way. The boulevard is currently over grown, unsightly and cannot be maintained safely due to the slope. We submitted an Encroachment Permit Request Letter on April 9, 2021 that outlines the scope of work we intend to complete. The request includes:

- Re-organizing the current rocks on sight to create a rock stack wall (<4ft) to decrease the current slope, improve access, improve clearance from the paved roadway and increase the safety of the slope
- Continuation of the current driveway stairs to street level as recommended by the Village of Lions Bay Building Inspector.
- Improve appearance with soft scape design.

Since our initial request we and our contractor have been in regular contact with Municipal works regarding commencement of our project. Yesterday we were informed our request will be discussed on May 25th Council Meeting to address concerns that have been brought up by the CAO regarding the municipal drainage that runs under our driveway and along the front of our property.

Knowing the above information we have two major concerns we would like to address with you before the May 25th Council Meeting. Our first concern is regarding the discussion of who is responsible for maintenance and repair of the municipal drainage culvert. It has been suggested that we, as the home owners, may be responsible for replacing the culvert before we can proceed with our proposed work. We find this extremely concerning and therefore we have several question for our Mayor and Councillors.

- Is there a precedent in the Village of Lions Bay where home owners are personally and financially responsible for municipal infrastructure maintenance and repairs? We are not aware of any other municipality that expects home owners to incur municipal infrastructure costs and find this unreasonable.
- If the responsibility is placed on us the homeowner what recourse do we have? This decision would ultimately result in us abandoning the proposed boulevard improvements leaving the slope unsafe and unsightly.

Our next concern is reaching completion of this proposed improvements in a timely manner. The proposed work submitted in the Encroachment Request is in addition to landscaping improvements on our property that are currently reaching completion. Our initial hopes when submitting the request was to have both projects completed simultaneously. We were informed when we submitted the request there was a backlog and to expect a reasonable delay. Since submitting our request Municipal Works have addressed all their concerns in a timely manner they have been on site to locate our water shut off valve, sewer line, and install extension on the fire hydrant. Unfortunately with the new information we are received yesterday, regarding the culvert, could delay the commencement of the works well beyond the May 25th Council Meeting.

- If replacement of culvert is deemed necessary by council what is a reasonable timeline for completion? Currently we do not have driveway access to our home which with two young boys can be very challenging at times.

We appreciate you taking our concerns into consideration when voting on our proposed improvements on May 25th. We would like to invite each of you to stop by our home so we can discuss our concerns and plans in person, please let us know when you are available. We moved to Lions Bay 5 years ago, have been working diligently on improving our home. We are proud members of the community all we want to do is to improve our home so we can enjoy living in this beautiful village!

Sincerely yours,

Meghann and Jacques Trollip

From: [Ron McLaughlin](#)
To: [REDACTED]; [Agenda](#)
Cc: [Naizam Jaffer](#); [Peter DeJong](#); [Pam Rooke](#)
Subject: Re: Just adding my voice re: parking, beach etc...
Date: Tuesday, May 18, 2021 10:39:58 AM

Good morning Erin and Darrin.

The monitor across from the Community School was scheduled to be moved today. It will be moved to (lower) Mountain Drive. In speaking with Public Works Manager Jaffer yesterday afternoon, the speed reading sign will be placed somewhere on the uphill side. The thinking is that hikers are slower as they turn right from Bayview, or back down from Sunset, on to Mountain Drive as they look for a parking spot and faster as they exit because they couldn't find one or are in a hurry to go home.

Budget has been approved for more speed reading signs and more overall signage. This is all on order.

It bothers me greatly that residents who speed are joined on sunny days and weekends by our hiking visitors. The data derived from the speed reading signs will give us a better idea of how to combat the speeding issue. As to the weekend over population, I'm sorry to say I don't see this going away.

In other areas residents have also put their own "children at play" , "dogs & kids", "slow down" signage as a visual notice to warn visitors of why they should slow down.

Regards,

Ron McLaughlin

Mayor

The Village of Lions Bay

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

Tel: (604) 921-9333 | Cell: (604) 353-7138 | www.lionsbay.ca

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From: Erin French [REDACTED]
Sent: Sunday, May 16, 2021 11:50 AM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Darrin Hotte [REDACTED] Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>; Council <council@lionsbay.ca>
Subject: Re: Just adding my voice re: parking, beach etc...

Hi Ron,

Apologies for only contacting regarding this issue. Last year you had made mention (email above) of having the speed monitor on Mountain. There are so many cars speeding up here thinking they are going to get a spot - and we have so many kiddos out playing on the street (which is awesome). Is this something that we can do, once the monitor is no longer needed by the school?

It is feeling dangerous living here on weekends! Cars are parked everywhere; with so many curves you can't see around the corners. People and their dogs are walking in the middle of the street - someone is going to get hurt. I really hope we can do something to deal with this weekend overpopulation, before someone gets hurt. Thank you for your time,
Erin & Darrin

On Mon, 20 Jul 2020 at 10:17, Ron McLaughlin <mayor.mclaughlin@lionsbay.ca> wrote:

Good morning Erin and Darrin.

Your email is similar themes to a few others that I have received since Friday. There is no other way to describe what is occurring other than to say that Lions Bay is being overrun. Our being a friendly and welcoming community is tested most sunny days due to volume and a lack of travel manners by our casual guests. I wish I had better news but I don't. We have no more parking to offer and our enforcement is at capacity.

Our staff will be reviewing your correspondence when Council does on the 28th. We have a speed monitor currently in use on LB Avenue. I will ask staff to consider moving it to Mountain when the work it is doing at LB Avenue is finished. In addition to lowering speed, the monitor gives us numbers and patterns from which we can make decisions on.

Thank you very much for your offer of support.

Regards and stay well,

Ron McLaughlin

Mayor

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From: Erin French [REDACTED]
Sent: Monday, July 20, 2020 9:34 AM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>; Council <council@lionsbay.ca>
Subject: Just adding my voice re: parking, beach etc...

Happy Monday?

I wanted to add my voice just so that it's another voice sharing a similar concern regarding what's happening on sunny weekends:) I know you've heard it all so no need to repeat it all, but what I can offer is a view from Sunset. Cars parking is not our main issue, rather speeding cars up Mountain to Sunset, on a street where a new family has moved in is a concern! This family has brought other young kids out resulting in kids on the street - so great!!! But cars rushing to find a parking spot, then quickly turning around makes it very dangerous for these kiddos!! Visitors also park in our shared entry as they google other places to park when the lots is full, which isn't the end of the world, but annoying! The beach yesterday - Wowza!!! I'm all for sharing, but it's angering when as a local, you can't use the beach that you help support with tax dollars, or from the fundraiser etc... I overheard 2 ladies yesterday saying that they wanted to stay, but just couldn't because it was so busy!

Thank you for all your hard work on this issue - I know it's not new and I realize there is no way to please everyone! Happy to help or support if needed

Erin French / Darrin Hotte
[REDACTED]

From: [Ron McLaughlin](#)
To: [REDACTED]
Cc: [Agenda:](#) [REDACTED]; [Peter DeJong](#); [Naizam Jaffer](#); [Pam Rooke](#)
Subject: Re: Fw: Concern speeding cars on Mountain Dr at Sunset Sr
Date: Tuesday, May 18, 2021 10:41:52 AM
Attachments: [Outlook-nn4miuun.png](#)

Good morning Hugo and Alison.

I am excerpting the message I sent to Erin and Darrin a few minutes ago on the same topic.

"The monitor across from the Community School was scheduled to be moved today. It will be moved to (lower) Mountain Drive. In speaking with Public Works Manager Jaffer yesterday afternoon, the speed reading sign will be placed somewhere on the uphill side. The thinking is that hikers are slower as they turn right from Bayview, or back down from Sunset, on to Mountain Drive as they look for a parking spot and faster as they exit because they couldn't find one or are in a hurry to go home.

Budget has been approved for more speed reading signs and more overall signage. This is all on order.

It bothers me greatly that residents who speed are joined on sunny days and weekends by our hiking visitors. The data derived from the speed reading signs will give us a better idea of how to combat the speeding issue. As to the weekend over population, I'm sorry to say I don't see this going away.

In other areas residents have also put their own "children at play" , "dogs & kids", "slow down" signage as a visual notice to warn visitors of why they should slow down."

My understanding is that the piece of road pictured below with Alison and your son in the stroller is the bike riding and kids play area in your neighborhood. When our current speed reading sign is repositioned, we will consider it being located there, if the new ones have not already arrived and one is put in place earlier.

I put forward portable road calming bumps for consideration for the obvious reason. Staff do not believe in their effectiveness, and they have not been ordered. It is difficult to disagree with their rationale since our own resident's continually speed in front of the Community School, which has multiple speed bumps, and why I recently involved the RCMP. I agree the roads that were under construction to facilitate the PRV project became our best traffic calming measure. Parking and related matters, one way or another, are on every Council agenda. I expect how we support your neighborhood will be one of the points of discussion next Tuesday evening.

Regards and thank you very much for keeping us apprised of traffic matters near you,

Ron McLaughlin

Mayor

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From: Hugo van Hoogstraten [REDACTED]
Sent: Sunday, May 16, 2021 9:54 PM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Cc: Agenda <agenda@lionsbay.ca>; Alison Fischer [REDACTED]; Darrin and Erin French [REDACTED]
Subject: Re: Fw: Concern speeding cars on Mountain Dr at Sunset Sr

Hi Ron,

Thank you for your email a few weeks ago.

I did meet with the RCMP officer by the school one morning when he was patrolling and scanning cars' speeding driving down the hill. Good effort although the best speed deterrent was the gravel hole at the time.

Regarding initiatives referred to below, what speed reducing measures have been brought to Mountain Drive and Sunset Drive? I have seen no speed bumps, reduced speed limits to 30 km/h or speed sensors in these heavily trafficked areas by out of town hikers?

Can you advise on when we can such changes?

I understand there are other areas with similar concerns. However, the number of kids playing in these streets where hikers drive up and down after not all parking taken up, is unnecessary traffic. We can do better.

Most drivers are fine and adjust their speed appropriate to a neighborhood. However today again, I had to wave down a speeding out of town driver around a blind corner while I was out walking with my 4 mo daughter in the stroller, my 6 yo son and my wife. Both sides of the street were busy with extra pedestrian traffic.

We raise our kids with knowledge of the rules of the road and we make home made signs to promote speed reduction.

It would be sad if there were an accident while so much can be done to reduce unnecessary traffic, reduce speed and enforcement.

Thank you in advance for sharing the latest update on the speed reduction initiatives.

Kind regards,
Hugo van Hoogstraten

On Thu, Apr 8, 2021 at 3:10 PM Ron McLaughlin <mayor.mclaughlin@lionsbay.ca> wrote:

Good afternoon Hugo and Alison. I am following up on your email to Council which was received in correspondence at our last meeting (23rd.) Your subject is on my monitor regularly and I offered to write back to you.

In my Mayor's Message in last Thursday's Village Update I provided the link to the 2021 Parking Plan and referred to another link wherein it was discussed by Council and modestly amended by Council. The issues you bring up were addressed in both the plan and the discussion. The Plan is now in effect.

To your points, and I will try to be brief:

1. Hikers can take up the roadway, as do our school children, as do proud moms and dads with their child in a stroller. As locals we need to be aware of this and drive accordingly. Speeding is a problem and exacerbates the issues with narrow or winding streets. Interestingly, I

have had complaints from parents and the school about speeding in front of the school, not by visitors, but by residents. (Expect the RCMP there next week after my call to them yesterday.) We have budgeted for and will be implementing several new digital speed monitors throughout the Village shortly and trust that everyone will slow down. There is also budget for portable road calming bumps that we will move around.

2. Signage - we need to be clear where hikers can go to park and point the direction. Hopefully this will reduce their stress and reduce speeding. Signage may be expanded by staff to reinforce the speed limit. As operational matters, items 1 & 2, will be implemented by staff as quickly as they can.
3. The RCMP are the only ones that can ticket for speeding. Their presence in our Village is nominal other than on long weekends and I don't expect this will change.

Hugo and Alison, the worst thing on my watch would be that a person or family pet gets struck by a speeding car. Whether it be a Villager or nonresident who is the driver doesn't matter. We really are trying our best and if it isn't good enough from your perspective as our deterrents are put in place, please keep me posted so we can continue to improve the situation.

Ron McLaughlin

Mayor

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From: Hugo van Hoogstraten <hvanhoogstraten@gmail.com>

Sent: Monday, March 1, 2021 8:51 PM

To: Council <council@lionsbay.ca>

Cc: Alison Fischer <aloufischer@gmail.com>

Subject: Concern speeding cars on Mountain Dr at Sunset Sr

Dear council,

We are concerned with speeding vehicles in the village.

We have experienced numerous vehicles coming around the last corner uphill on Mountain Drive towards and on northern Sunset Drive and accelerating too quickly where our children often play.

Today we were on a walk with our newborn in the stroller and a black Infiniti SUV sped past us and accelerated aggressively in the area shown on the photo attached. That is at 120 Mountain Drive.

Even though we've placed yellow signs from BCAA to inform drivers of children playing in that area frequently.

Can you please advise what safety measures you will take?

For example:

- traffic calming measures such as installing speed bumps or chicane for one vehicle at a time to pass through
- speed limit reduction to 30 km/h
- monitoring and enforcement by RCMP

Especially with spring (break) around the corner and an anticipated high volume of vehicles visiting for hiking parking, we'd appreciate action to reduce risk of inadvertent accidents and injury to our young children.

Happy to discuss options at your convenience.

Kind regards,

Hugo van Hoogstraten and Alison Fischer





From: [REDACTED]
To: [Ron McLaughlin](#); [Fred Bain](#); [Council](#)
Cc: [REDACTED]
Subject: LKG Issues
Date: Sunday, May 16, 2021 10:16:09 PM

Hello:

I hope you and Mary are doing well and are enjoying this beautiful weather.

Following up on my two emails to which I did not receive any response!

Last Fall we spoke, you stated that during fall and winter, your major project will be to work with CN to close the cliff. You have not provided any good news to any of us at the LKG.

This weekend was a disaster here at LKG. What milestone has been delivered since last September regarding this matter?

Also after back and forth with Cezary about the petition from all LKG residents, nothing has been considered since last year such as propose signages and extending By-Law officer time of services. We still have to suffer weekdays from 5:30 pm till midnight from suspicious activities of outsiders and so much noise of passing by teenagers, especially loud Motorcyclists.

Summer is not even started yet but we have so many issues already. Please see these pictures to get some idea.

LionsBay is not obligated to provide parking space to outsiders to come here to take our peace. The rights should go to Lions Bay taxpayers who live here and all we are asking is to have our peace.

The Lions Bay administration must provide a Liveable society and environment for residents. We are tired of writing letters and putting petition out but nothing happens. We are back to where we were last year and the other previous years.

You and your the administration should consider our problems and not keep giving us promises you can not deliver.

What are your plan of action and next steps? All of us here at the LKG would expect a quick change to solve these issues.

Thank you

Regards
Farrah

From: [REDACTED]
To: [Lions Bay Feedback: Council](#)
Subject: parking
Date: Monday, May 17, 2021 2:52:04 PM

Thank you for leaving the west side of Bayview Road near the playing field as 'permit only' parking. The late arriving hikers still park in the permit area but get tickets so midday there are still a few parking spaces available since the hikers see tickets on cars without permits. I also appreciate the permit only parking at the end of my driveway at [REDACTED] since I couldn't leave on busy hiker days without losing my spot when I returned.

regards,
Norma Rodgers

From: [REDACTED]
To: [Council](#)
Subject: Drone flying over private property in Lions Bay
Date: Tuesday, May 18, 2021 8:27:35 PM

Dear Lions Bay council members,

We are the owner and occupier of [REDACTED], on May 13 2021 at around 7:08pm, whilst my family and I were having dinner on our deck, there was a drone hovering directly over our property, our dog Kiara first spotted it, she became so scared and kept barking whilst the drone stayed there for a good five minutes. The drone then left and only returned a few minutes later, and this time moved even closer and directly over our deck. Our dog was shaking like a leaf and refused to return to the deck. We tried to flash this drone away and seemed only encouraged it to stay longer, it circled directly above our deck for another good 10 minutes before left for the 2nd time. After only a short while, it returned for the 3rd time and this time stayed even longer. So within an hour, we have this drone hovering above us which caused the whole family to be extremely uncomfortable.

I understand from Ms Shawna Driscoll that there is currently no bylaw regulating drones flying over private property in Lions Bay, however, with the summer only started and trust majority of the residents in Lions Bay will enjoy outdoor more often, we would hope that our privacy could be better protected, hence our request that the council consider this matter for formal action.



Best regards
Richard David & Cindy M David (a.k.a. Qian Ma)
[REDACTED]



Best regards
Cindy M David

From: [REDACTED]
To: [Council](#)
Subject: Wood Burning re-visited
Date: Thursday, May 20, 2021 11:07:31 PM

Dear Councillors of Lions Bay,

Just over two years ago the residents of our village engaged in an inspiring act of participatory democracy to consider the question and future of residential wood burning in our community. Participation was vigorous and the results left no room for equivocation: an overwhelming majority of us wish to retain the right to warm ourselves with wood in our homes. Despite the energetic efforts of our Mayor and Councillors to secure an exception for Lions Bay to the wood-burning ban, the board of Metro Vancouver was unmoved, and we were instead given a graduated seven-year extension to come into compliance.

Yet this extension is, at best, cold comfort to many of us for two reasons: first, it frustrates the clear will of the residents of our Village and the mandate we provided our Council. Second, the goal-posts may conceivably be moved at some future point until they're clear out of sight: although it appears at this moment that, with some restrictions, we may continue to heat with wood, who is to say that more restrictions or even a complete ban will not be issued by Metro, a body which at this juncture seems distinctly removed from understanding the circumstances of our community?

The elephant in our room is, of course, the inclusion of Lions Bay within the Urban Containment Boundary. It seems that many of the plans and infrastructure aspirations for the UCB are events that have little likelihood of occurring in Lions Bay, such as light-rail and connectivity to natural gas and urban sewer service. We are, by virtue of geography, a somewhat detached rural community, and likely to remain so.

It is abundantly apparent to me that the obvious course of action at this point is that Lions Bay should withdraw from the Urban Containment Boundary. Communities like Bowen Island, Anmore and Belcarra—communities not within the UCB—are much more like our own than denser and more urbanized communities within the UCB, and as befits their more rural nature, they are communities whose residents are able to continue to heat their homes with wood, just as the majority of the residents of our Village have also expressed a preference for. I therefore urge Council to take whatever steps are necessary to remove our Village from the UCB, and thereby fulfill the will of our residents, so clearly expressed two years ago.

Sincerely,
Marcus Reuter
[REDACTED]

From: [Ron McLaughlin](#)
To: [REDACTED]
Cc: [Peter DeJong](#); [Naizam Jaffer](#); [Agenda](#); [Ron McLaughlin](#)
Subject: Fw: LKG
Date: Tuesday, May 18, 2021 1:59:11 PM

Dear Farah,

You wrote another email over the weekend which will not be addressed today.

To your below noted messages, please accept my brevity as nothing more than getting to the points quickly and covering them decisively.

- your email Feb 22nd/Councilor Bain's response of Mar. 6th.
 - Divers - Council's advice, as infrequently that it might occur, if you see a partially clad diver, turn away.
 - 3 additional resident parking spots - the current parking footprint will not be changed.
- your email of Mar. 16th.
 - Asked and answered above.
- your email of Mar. 17th.
 - Received.
- your email of Mar.23rd.
 - 3 additional resident parking spots - asked and answered above.
 - Open & Closed signage (8 AM-10 PM.) I requested two today.
 - Signage was removed at Mayor Buhr's request last term.
 - A sign will be placed at the lot and at the park.
 - There is no enforcement at our lots at 6 AM.
 - The BEO's ticket anyone in our lots after hours before they end their shifts.
 - Do not urinate signs - no.
 - Washroom - During the late Spring/Summer it is open all the time unless maintenance is needed.
 - Understanding the Community - All of Council live in Lions Bay and represent the Village not just KG.
- your email of April 1st.
 - CN early morning disruption - CN upgraded the rail crossing under

pressure from us to finish quickly.

- The Village advised of the work in the Village Update. Had we been aware of the early start we would have asked that it be delayed.
- You were the only complaint received. I apologize for the inconvenience.
- your email of April 12th.
 - Motorcycles - They are welcome. We are unable to enforce their noise or speeding.
 - Speeding - Appropriate driving speed signage abounds in KG. We have digital speed reading signage on order. To assist in reducing speed, placement of one in lower KG will be considered.
 - No Exit Road sign - I requested it today. There will be no reference to it being a residential area and that motorcycles are not allowed.

Regards,

Ron McLaughlin

Mayor

The Village of Lions Bay

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From: Farrah Azordegan [REDACTED]
Sent: Monday, April 12, 2021 8:45 PM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>
Cc: Council <council@lionsbay.ca>
Subject: Re: LKG

Dear All,

I hope you are keeping well.

Motorcyclists started coming here in the last several weeks and speeding in the LKG. Today they came, here in the late afternoon and even now (about 8:45 PM) are disturbing our peace.

Unfortunately, I have not seen any signage that we have before and most of the LKG residents have requested signage in their petition form but no signage has been installed yet (e.g. signage for park opening and closing hours, or signage for no urination, signage for a dog should be on leash and signage for not speeding)

This is a residential area. We need signage for NO Exit Road and No Motorcycle because they are coming here and speed, with their extremely loud noise of motorcycle engine. It is against the noise bylaw too. It is also extremely dangerous to speed on such a narrow road.

The sign should state this is a residential area, no exit road, motorcycles from outside of Lions Bay not allowed for the safety of residents.

Thank you
Farrah

On Thu, Apr 1, 2021 at 6:23 PM Farrah Azordegan [REDACTED] > wrote:

Hi all,

I hope all of you are well and ready for the Easter Holidays.

I just wanted to notify you that we had folks coming from outside this morning around 5:55 AM. We thought just like yesterday when the CN Line large crew with their large trucks got here around 6 AM are still continuing their work then when we woke up we realized it was not the CN Crew as it seems they completed their work yesterday.

Not sure why the CN has to come here so early in the morning (e.g. 6 AM) but I am not fussy about that since they may have a deadline to keep or CN Line maintain and safe. But this morning was quite noisy early in the morning too with outsiders coming early with their dogs to enjoy the early sunrise!

Please bring back the Large signage we had before that clearly stated the park hours in a hope that people from outside don't bother us that early in the morning during our nice Spring and Summer season.

We live so close to the parking lot that honestly it feels people are in our front yard and we are not at peace with all their noises.

Please kindly provide an update from last week's council meeting with your action plan for the LKG parking.

Huge Thank you for all your time and hard work

With lots of care

Farrah

On Tue, Mar 23, 2021 at 6:36 PM Farrah Azordegan [REDACTED] wrote:

Hello Ron,

I hope you are doing well. I understand you are having a council meeting tonight at 7 PM. Due to my continuous health issues and COVID, I won't be able to attend. I just want to reiterate my points about the LKG parking lot issues.

1) Please add more residence parking in front of our home and less parking for visitors and move the visitors' parking spot closer to the end of the parking lot so divers and other visitors park at the end of the parking.

2) Please install existing signages that we had before for the park hours (opening and closing hours) to prevent divers from coming here at 6 AM and other visitors leaving after 10 AM during nice days. Spring is here and nice days are near when all issues get by far worst if we don't do something about it now. Outsiders need to respect our by-laws and we need to enforce them. Without any signages, no one knows what are our by-laws!

3) I believe we also had signage not to urinate in the parking and use the washroom at the beach entrance. I am not sure if the washroom is open or not. But regardless if the washroom is open, please have a sign for Do NOT Urinate.

We had so many signages that for whatever reason, they all have been removed. I hope your council members understand that they are working for the Lions Bay Residents and for those of them who do not live in Lions Bay it is very difficult to put themselves in our position

to feel the pain of waking up early in the morning or dealing with people getting completely naked in front of our home when my daughter has her little students at ages of 3 and 4 years old to watch divers change of clothing and they're naked rare while they are bending over with their back to our home. That is so rude and disrespectful when they do that.

Also issues with motorcyclists and their speeding and loud engine sound. This is the season when they just start coming here.

I am sure you understand all the impacts of these issues in our lives. But some of your councils don't even live in Lions Bay and don't understand the impacts of all these issues that have impacted all of us in the LKG for many years (over 16 years for us). What I am asking is not much. All I am asking is to showcase our by-laws by installing the signages that we already had and there is no cost of making them so everyone knows that we are a civilized village, we have by-laws that will be enforced, thus they have to respect them when they come here to leverage our beautiful parks and beaches.

We count on you and your support.

With lots of care
Farrah

On Wed, Mar 17, 2021 at 7:53 PM Farrah Azordegan [REDACTED]

wrote:

Hi Ron,

I hope you and Mary are doing well. I thought I copy you on my email to Fred. I am forwarding it to you so please let me know if you have received it. It is really a simple request which I hope you and your council takes into consideration.

Thank you

With lots of care

Farrah

On Tue, Mar 16, 2021 at 8:40 PM Farrah Azordegan [REDACTED]

wrote:

Thank you so much for your email and please excuse my delay in my response. Although I agree that we are a welcoming community, I would say we need to enforce our by-laws as outsiders don't respect them.

Divers are welcomed but most of them come here very early in the morning. Some of them as early as 6 AM before the park open hours. During Fall and Winter season there is no enforcement for our bylaws so most people do whatever they are pleased with without caring about our community and the residence.

Would you please let me know what are the constraints that you see for my suggestion I made in my last email? If you recall, I suggested the signage for resident-only parking be moved 3 more spots to the left to allow a total of 6 parking spots for residents so that household who face the parking lot will not witness inappropriate behavior of change of clothing, urination, and loud sounds from early in the morning.

Thank you so much for listening and I would greatly appreciate your thoughts and considerations.

With lots of care

Farrah

On Sat, Mar 6, 2021 at 10:42 AM Fred Bain <councillor.bain@lionsbay.ca> wrote:

Farrah Azordegan [REDACTED]

>

Thank you for your email to Council last month. Your concerns are noted and will receive consideration as we search for solutions for our parking lots and street parking.

The lack of modesty is not welcome and we should try to find a way to encourage more appropriate conduct. Although we live “in the woods” we are not an uncivilized community.

I believe the diving you noticed may be on account of the clarity of water that is usual for February. Consequently, as long as the water clarity in Howe Sound persists, I suspect we will have a higher than normal amount of divers.

We want to be a welcoming community but we also want our residents to be comfortable with it. To do that, especially during the present health situation, we need some flexibility but residents' needs need to be placed above visitors wants, in my opinion.

Thank you for your input – it is a valuable part of our deliberations.

Fred Bain

Councillor, Lions Bay

council@lionsbay.ca

From: Farrah Azordegan [REDACTED] >

Sent: February 22, 2021 21:59

To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Council <council@lionsbay.ca>

Subject: LKG

Dear Mayor and the Council,

I hope all of you are keeping safe and well.

This winter, we have seen a lot of activities in the LKG parking which is kind of unusual for the winter season.

Last week even during a snowy day, we had lots of divers coming here and in the cold, they took off their clothes and changed to their diving clothing. We don't mind the divers as they are not loud and don't leave rubbish behind. What we do mind is the change of complete clothing which we find very inappropriate right in front of our eyes. We have small children from ages 3-5 that come here for learning and they saw this inappropriate change of complete clothing.

Currently, we only have 3 parking spots for residents only. If you can add 3 additional parking for the residents and move the signage to the left to allow more parking spots for the residents, and allow divers to go farther to the back of the parking so they can hide behind bushes and change their clothing. We like to enjoy our view not to see men and women use the parking lot as their change room!

This is a very simple and quick fix to this issue. Would you please consider this in your next council meeting

Thank you for your support.

With lots of care

Farrah

----- Forwarded message -----

From: **Farrah Azordegan** [REDACTED]

Date: Mon, Feb 22, 2021 at 9:42 PM

Subject:

To: [REDACTED] >

From: [Ron McLaughlin](#)
To: [REDACTED]
Cc: [Agenda: Peter DeJong](#); [REDACTED]
Subject: LKG Issues
Date: Thursday, May 20, 2021 4:21:39 PM

Hello Farah. You have chosen to write Council and Cezery concurrently. You will find our response to him/ and indirectly to you, which I will send later this evening covers and completes your issues.

Regards,

Ron McLaughlin

Mayor

The Village of Lions Bay

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

Tel: (604) 921-9333 | Cell: (604) 353-7138 | www.lionsbay.ca

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From: Farrah Azordegan [REDACTED]
Sent: Sunday, May 16, 2021 10:15 PM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Council <council@lionsbay.ca>
Cc: Cezary [REDACTED]
Subject: LKG Issues

Hello:

I hope you and Mary are doing well and are enjoying this beautiful weather.

Following up on my two emails to which I did not receive any response!

Last Fall we spoke, you stated that during fall and winter, your major project will be to work with CN to close the cliff. You have not provided any good news to any of us at the LKG.

This weekend was a disaster here at LKG. What milestone has been delivered since last September regarding this matter?

Also after back and forth with Cezary about the petition from all LKG residents, nothing has been considered since last year such as propose signages and extending By-Law officer time of services. We still have to suffer weekdays from 5:30 pm till midnight from suspicious activities of outsiders and so much noise of passing by teenagers, especially loud Motorcyclists.

Summer is not even started yet but we have so many issues already. Please see these pictures to get some idea.

LionsBay is not obligated to provide parking space to outsiders to come here to take our peace. The rights should go to Lions Bay taxpayers who live here and all we are asking is to have our peace.

The Lions Bay administration must provide a Liveable society and environment for residents. We are tired of writing letters and putting petition out but nothing happens. We are back to where we were last year and the other previous years.

You and your the administration should consider our problems and not keep giving us promises you can not deliver.

What are your plan of action and next steps? All of us here at the LKG would expect a quick change to solve these issues.

Thank you

Regards
Farrah

From: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Sent: Thursday, April 15, 2021 8:30 PM
To: Farrah Azordegan [REDACTED]
Cc: Agenda <agenda@lionsbay.ca>; Peter DeJong <cao@lionsbay.ca>
Subject: Fw: LKG / Parking Lot requests

Good evening Farah. Thank you very much for writing to Council. I asked to respond to you on behalf of Council as I have a keen interest in developments in KG which I view as a "hot spot" area over the Spring and Summer.

There have been issues with visitors in lower KG during the summer months that many residents have communicated to me. I am sure you are aware of these. Whether by vehicle or transit Council has agreed to make difficult the opportunity for cliff jumping. The CN Polce are part of the solution and will do their best to ensure access to the area involved is enforced. Visitors to this area

use all of KG to park. KG is now all resident only parking except for the lot.

I appreciate that there are divers in season, casual nonresident visitors, Community gardeners, and a very few locals who use the KG Beach Park for their own or their dog's enjoyment. They use the parking lot or street side resident parking if applicable. All good. We have not designated areas in the lot for specific groups to use and there is no interest by staff or Council to do this.

The problem during warmer weather is parking for the majority of visitors that do illegal activities, such as walking the train tracks to another destination. Council is not supportive of this activity and will do what they can to minimize it through restricting nonresident parking opportunities. As she has recently done, when the PHO asks everyone not to travel local and stay in their community, we invariably get a lot of visitors and traffic when the weather warms up. This forthcoming very warm weekend will be an example.

For the time being the KG parking lot is open to residents and visitors and where applicable there are parking meters. This is subject to change. If the CN Police are unable to control the situation, and lockdown by the PHO is expanded and it is disregarded, it is likely we will close this lot along with the one at Central Beach.

You raise a good point about missing signage from prior years, and necessity of clarity in all signage. This has been brought to staff's attention. Their role is to execute our parking plan.

While Bylaw enforcement has proven to be a financial wind fall, it has proven not to be a deterrent. Our Bylaw Officer coverage has been expanded since last year. Fines for parking infractions remain at \$195 unless paid early.

All Council members have resided in the Village for many years.

Some fixes to situations in our community are long term in their occurrence. I would appreciate your observations as events unfold (perhaps not weekly) this year so that improvements can be made in the future.

Warm regards and keep well,

Ron McLaughlin

Mayor

The Village of Lions Bay

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

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From: [Agenda](#)
To: [Lions Bay Office](#)
Subject: Pressure Releasing Valve Project Upper Bayview Road Site / phonecall on Friday evening
Date: Thursday, May 20, 2021 2:08:53 PM

From: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Sent: Tuesday, May 11, 2021 3:33 PM
To: Carol Brien [REDACTED] Council <council@lionsbay.ca>
Cc: Patrick Craig [REDACTED]; Jose Dino [REDACTED]; Agenda <agenda@lionsbay.ca>; Peter DeJong <cao@lionsbay.ca>; Naizam Jaffer <njaffer@lionsbay.ca>
Subject: Re: Pressure Releasing Valve Project Upper Bayview Road Site / phonecall on Friday evening

Dear Carol: I so apologize, your email to me went to my junk mail for some inexplicable reason. It was only due to the oddest situation that I even looked at my junk mail box today and saw your communication there.

My response to you was a courtesy as a result of your late evening telephone call to me. My written response made clear Council's desire to conclude any and all interaction on the subject. The highlighted areas in your email confirm your understanding of this.

While this email and yours will be received in correspondence at Council's next meeting, do not expect a reply.

Regards,

Ron McLaughlin

Mayor

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From: Carol Brien <[REDACTED]>
Sent: Monday, May 10, 2021 8:29 PM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>
Cc: Patrick Craig <[REDACTED]>; Jose Dino <[REDACTED]>
Subject: RE: Pressure Releasing Valve Project Upper Bayview Road Site / phonecall on Friday evening

Hi Ron,

Thanks for getting back to me and sending the link to the council meeting which I listened to. Below are our comments:

- We understand the importance of the PVR replacement to maintain secure and safe water supply to the village and are fully supportive of moving forward on these necessary updates.
- We appreciate Councillor Neville Abbott's candid response.
- We appreciate your explanation regarding the paving requirements for the PVR sites.
- I did listen to the recording of the Council meeting you sent.
- Nai did indicate that the vinyl wrap was part of the budget for the PVR but not landscaping cost.
- It was encouraging to hear Councillor Abbott's willingness to meet with concerned residents near the PRV sites.
- It was disappointing to hear CAO complete lack of interest in consulting with residents other than feedback on the wrap and your seeming reluctance to meet with us.
- It seems that Council was under the assumption that the last correspondence was from Neville to us, which Neville clarified was our response to him. There was no discussion of the questions raised in the response and Council seemed to think the correspondence was closed without having read our response.
- We were disappointed to hear from you that there was no intention of Council to respond to our email of April 6.
- You cited "It is Council's practice that after there has been considerable dialogue on a topic and a direction established for moving forward, that [REDACTED]"

we move on.”

- Prior to your email there was one response to my original letter to Council from Public Works and one response from Council to which I responded with some unanswered and additional question and comments. This does not constitute considerable dialogue on the part of council.
- The outstanding unanswered questions specific to the PRV project include:
 - Could you please verify if a study has been or will be undertaken to estimate max decibels for sound and its impacts on residents?
 - Could Council confirm that no reclamation plan including landscaping will be started before consultation with neighbours?
 - Tree removal at the Upper Bayview site – Jose informed me that there was concern about the root system of these trees being damaged from the PVR work so public works decided to remove them citing a potential risk to his house. No arborist report was made available.
- The other outstanding unanswered questions are related to governance. We are basically asking for the Terms of Reference with roles and responsibilities for all positions on the organization chart including decision making. :
 - Does this information exist and if so where can this information be found?

Why would council not want to answer questions from citizens?

We appreciate council’s efforts to look after all the minute details of keeping the village running. We are truly interested in understanding and participating in providing constructive feedback on concerns raised by citizens such as the PRV project so that future efforts can run more smoothly.

We look forward to hearing from you.

Regards

Carol & Chris

Carol Brien and Chris Thompson

Sent from [Mail](#) for Windows 10

From: [Ron McLaughlin](#)

Sent: May 5, 2021 7:06 AM

To: [REDACTED]

Cc: [Ron McLaughlin](#)

Subject: Fw: Pressure Releasing Valve Project Upper Bayview Road Site / phonecall on Friday evening

Good morning Carol:

Thank you for taking the time to call me on Friday evening regarding your concerns about the PRV in your neighborhood. I addressed your call and communication with Council last evening which is why there has been a delay in responding to you.

Some high-level background on our PRV project to put your call and emails in perspective are:

- 3 PRV's were approved by Council in the 2020 Capital Expenditure Budget at a cost of about \$900K. The PRV's were planned as part of the Harvey Creek Tank replacement and required in order to make use of the added fire flow in the new tank. The new PRV's are critical to ensuring sufficient fire flows to the residents in the Village and the Lions Bay Community School. The PRV's also ensure water pressures throughout the community are regulated – this reduces watermain fatigue and helps control leaks and prevent breaks.
- After Budget approval the decisions are operational as Staff executes the Capital Expenditure Plan.
- The PRV's were put out to bid and the lowest bidder won the project. I am advised the contractor came in on budget. The units are all

operational. As a courtesy, advice of the size etc. of the units could have been better relayed to the public early on, along with how we intended to make the units as invisible as possible. Vinyl wrapping and landscaping costs were built into the original Budget approval and will be proceeding in due course (I understand you've responded to the request for input on the vinyl wraps). Please see the related report on Council's agenda tomorrow evening.

- The size of each unit is determined by the underground piping and internal components required within the station. There was no choice for a smaller kiosk and the new kiosks were custom made for Lions Bay, not second hand units. Above ground stations are becoming the norm for municipalities because they eliminate stringent WorkSafe BC confined space entry regulations with underground chambers. Bottom line is they are safer than below ground ones, and easier to work on which helps control maintenance costs.
- The other 2 PRV's have not sparked anywhere near the controversy that the 1 near you has.

You called me about paving at the PRV near you.

- A paving notice at the 3 PRV sites appeared in the VU Friday. (We since realized there was a tech glitch on Friday, and many Villagers did not receive the VU. It will be resent.) PW Manager Jaffer provided the following update. This should conclude your concerns.
 - "...the entrance to the Phase IV and Phase V tanks access road will be paved to the gate only. The area in front of the PRV will also be paved. There is a requirement that we be able to use a crane truck to access the internal components of the PRV – because of this, the area needs to be paved to ensure the crane truck stabilizers are resting on pavement and not on gravel/mud. The access to the gate often becomes very muddy and poses difficulties for our trucks to access the uphill incline of the road during winter months in particular. The pavement is on Municipal property and an operational requirement for the PRV and access.

The back-and-forth emails between you and Council (below) were in the correspondence section of the April 13th meeting. Council considered that

Councillor Abbott's response to you of March 21st closed the matter. (Per video of the meeting at the 2 hour and 41-minute point.

<https://www.youtube.com/watch?v=qCYOP9aAzPg>)

You indicated in our conversation on Friday you wanted an answer to your email. I don't expect that we will be responding to your April 6th email. It is Council's practice that after there has been considerable dialogue on a topic and a direction established for moving forward, that we move on. You have raised issues that go beyond the matter of the PRVs and Council will need to consider those issues separately. Thank you for your analytical feedback.

Regards,

Ron McLaughlin

Mayor

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From: [Ron McLaughlin](#)
To: [REDACTED]
Cc: [Agenda](#)
Subject: Fw: Parking Draft Plan
Date: Wednesday, May 19, 2021 7:55:33 PM

Good morning Charlie. Your note below missed the cut off for our April 13th Council meeting and was in the correspondence section of our last meeting on May 4th. Thank you very much for writing to us with your thoughts. You can see and watch the dialogue on the matters raised starting at the 2 hour and 20 minutes portion of the video attached.

<https://www.youtube.com/watch?v=kZe8ZaHftU>



Regards,

Ron McLaughlin
Mayor

The Village of Lions Bay

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From: Charlie Bradbury [REDACTED] >
Sent: Saturday, April 10, 2021 10:32 PM
To: Lions Bay Feedback <feedback@lionsbay.ca>; Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Council <council@lionsbay.ca>
Subject: Parking Draft Plan

Hello,

I hope you are all doing well.

Regarding the draft parking plan:

Bayview Road School Parking:

With the plan to have the east side (houses side) as resident parking and the west side (school side) visitor parking, could this potentially create a situation whereby when taking our kids to the school or school field for recreation, we would need to take our kids across to road to our vehicles if the spaces adjacent to the school are busy with visitors. Perhaps this should be the other way around with resident parking on the west side and visitors on the east?

Concerning parking at the school field lot, two weekends now I've tried to park here and it's been at capacity. I feel we definitely need several designated resident parking spots here.

Also, if this lot becomes full with parking for people who will be gone for several hours, how does this impact the need for Search and Rescue parking at this location when necessary?

Shouldn't reserved resident/S&R parking spots be considered here?

Upper Oceanview Road Parking:

I have reviewed all the village parking maps on the draft plan and it is here only that parking is permitted on a bend. I have always had my concerns about the dangers associated with this and have certainly seen a few near misses - pedestrian and vehicle. Perhaps with the parking further down Oceanview on the safer straight section now being an option, should we consider removing the parking at this location?

Beach Parking Lot:

There is no question in my mind that the beach parking lot should be closed for the months of July and August. Capacity at the beach last year meant a number of aborted visits by us and a general feeling of unease at the clear flouting of BC guidelines to stay in one's locale/bubble/socially distant. This year will be just as over subscribed and with the C19 variants, more problematic. If closing the parking lot will reduce use, then I would very much support this directive.

Sincerely,

Charlie Bradbury

Charlie Bradbury

Intentionally Blank