



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**REGULAR MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, JANUARY 19, 2021 at 7:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY
AND VIA ZOOM VIDEO CONFERENCE**

TO JOIN MEETING, FOLLOW THIS LINK: <https://us02web.zoom.us/j/83996612064>
TO JOIN VIA PHONE, DIAL 778-907-2071 AND ENTER MEETING ID 839 9661 2064

AGENDA

1. **Call to Order**
2. **Adoption of Agenda**
3. **Public Participation (2 minutes per person totalling 10 minutes maximum)**
4. **Review & Approval of Minutes of Prior Meetings**
 - A. Regular Council Meeting – December 15, 2020 (Page 7)
THAT the Regular Council Meeting Minutes of December 15, 2020 be approved, as circulated.
 - B. Special Council Meeting – January 14, 2021 (Page 23)
THAT the Special Council Meeting Minutes of January 14, 2021 be approved, as circulated
5. **Business Arising from the Minutes**
6. **Unfinished Business**
 - A. Follow-Up Action Items from Previous Meetings

#	Meeting Date	Description of Action Item	Action
165	December 15, 2020	MP Weiler regarding call for proposals for the Community Support, Multiculturalism and Anti-Racism Initiatives (CSMARI) Program	Councillor Barmeier to review
166	December 15, 2020	G6 - MP Weiler regrading Early Learning and Child Care Innovation Program	Mayor McLaughlin to forward to PAC

167	December 15, 2020	R1 - J. Wozny regarding feedback for Council's 2020 Strategic Planning Session	Mayor McLaughlin
168	December 15, 2020	R2 - L. Peterson regarding the future of the Seniors Social Circle	Councillor Cunliffe and Councillor Abbott to respond
169	December 15, 2020	R3 - C. Bradbury regarding COVID-19 funding	Mayor McLaughlin to respond
170	December 15, 2020	R4 - T. Strong re suites	Councillor Abbott to respond

7. Reports

A. Staff

- i. CAO – Information Report: 2021 Council Strategic Priorities – Quarterly Reporting (Page 25)

Staff Recommendation:

THAT the Information Report, 2021 Council Strategic Priorities – Quarterly Reporting, be received.

- ii. PWM - Request for Decision: Encroachment Application – 95 Seaview Place (Page 29)

Staff Recommendation:

- (1) THAT the Municipality enter into an Encroachment Agreement and Section 219 Covenant with the Owner of 95 Seaview Place 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 95 Seaview Place 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.

- iii. PWM - Request for Decision: Encroachment Application – 315 Kelvin Grove Way (Page 57)

Staff Recommendation:

- (1) THAT the Municipality enter into a new Encroachment Agreement and Section 219 Covenant with the Owners of 315 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 315 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.

iv. CFO – Information Report – BDO Planning Report (Page 87)

Staff Recommendation:

THAT the Information Report “BDO Planning Report” be received for information purposes.

v. CFO – Information Report: 2021 Draft Water, Solid Waste and Sewer Budgets (Page 123)

Staff Recommendation:

THAT the report “2021 Draft Water, Solid Waste and Sewer Budgets” be received for information purposes.

vi. CFO – Request for Decision: Kelvin Grove Wastewater Treatment Plant Financing Options (Page 131)

Staff Recommendation:

THAT Council approve levying a parcel tax on all owners of lots that are, or can be, connected to the new Kelvin Grove Wastewater Treatment Plant based on a unit rate; and THAT the parcel tax be repaid over a term of 10 years.

vii. CAO – Request for Decision: Climate Action Committee Terms of Reference (Page 137)

Staff Recommendation:

(1) THAT Council establishes the Climate Action Committee; and
(2) THAT Council approves the Terms of Reference for the Climate Action Committee; and
(3) THAT Council directs staff to publish a Call for Expression of Interest in the Village Update.

viii. PWM – Verbal Update re. EV Charger RFP Process

B. Mayor

C. Council

D. Committees

i. Request for Decision: Trees, Views and Landscapes Committee – Tree Application #107 (Page 143)

Staff Recommendation:

THAT Tree Cutting Permit Application #107 be approved, subject to the following:

- a) Topping and trimming is to be in accordance with the photos and requested work in the application materials and the Bunbury survey obtained by the applicant.
- 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:
 - a. Compliance with the bylaw restrictions regarding bird nesting season,
 - b. 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.

E. Emergency Services

i. November and December 2020 RCMP Report (Page 163)

8. Resolutions

9. Correspondence

A. List of Correspondence to January 14, 2021 (Page 165)

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

10. New Business

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

12. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

- A. 50th Anniversary Committee
- B. CN Rail Crossings
- C. Union Agreement
- D. CAO Review
- E. Village right of ways

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

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

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

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

[OR]

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

13. Reporting Out from Closed Portion of Meeting

14. Adjournment

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**REGULAR MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, DECEMBER 15, 2020 at 7:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY
AND VIA ZOOM VIDEO CONFERENCE**

MINUTES

In Attendance:

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

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

Delegations: 1

Public: 6

1. Call to Order

The Mayor called the meeting to order at 7:03p.m.

2. Adoption of Agenda

Moved/Seconded

- (1) THAT item 4 be considered prior to item 4; and
- (2) THAT item 11B On Table Correspondence be added; and
- (3) THAT item C. Collective Agreement and item D. Sale of Land be added as reasons for closing to item 14; and
- (4) THAT subsection c of section 90 of the *Community Charter* be added to item 14 as a reason for closing; and
- (5) THAT the agenda be adopted, as amended.

CARRIED

4. Public Delegation

Metro Vancouver – Erin Rennie, Senior Planner, Regional Planning and Housing Services; Sean Galloway, Director of Regional Planning and Electoral Area Services; and Roger Quan, Director, Air Quality and Environment

Erin Rennie, Metro Vancouver presented on:

- Metro Vancouver is a geographic area and a regional district, shared regional services
- Metro has four different boards – Village is part of regional district board
- Metro 2040 – current regional growth strategy. Adopted 10 years ago and accepted by jurisdictions
- Overview of Regional Planning Principles
- Carrying out of Metro 2040 happens at local government level through Official Community Plan (OCP) and Regional Context Statement
- Overview of current update of Regional Growth Strategy and Policy Review Summaries
- Overview of Metro 2050, Phases 2 and 3 conducted through intergovernmental advisory committee where municipalities will have input; comment period for public
- Overview of preliminary projections in population, housing, employment in Lions Bay
- Overview of Urban Containment Boundary (UCB) & Regional Land Use Designations
- Amendment process from general urban to rural – initiate OCP amendment and local public hearing first prior to bringing it to regional level
- Overview of implications of amending designation

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

None

The delegation responded to questions, noting:

- General urban: inside urban containment boundary; rural almost always outside of UCB
- Can draw boundary partly through a Municipality; for example, District of North Vancouver, some parts inside UCB and some not
- Households by structure types: projections are computer modeled, need local information for accuracy. Boundaries do not apply to projections
- Many studies have been done regarding population density and crime statistics – benefits found in both dense and low density populations
- Growth strategy not intended to impose growth, intended to project what is to come, given trends, and come up with strategy to respond. Think of it as change management document
- Employment statistics based on population growth, can be adjusted based on local input

- Adjacent to Lions Bay is electoral service area – metro is the government service area for the electoral area; balance between management of sensitive ecosystem lands
- TransLink’s legislation requires that their transportation plan supports long range plan, they look at what is region planning and how is region going to change and use that to prioritize service improvements. It’s a consideration to think about whether land use designation change is the right choice for Village.
- Urban and Rural definition used in Wood Burning Bylaw for issue of proximity; impact of single chimney on neighbours
- Air Quality Bylaws are examples of other items that use urban and rural designation due to proximity; intake fraction methodology as measurement of pollution
- Any bylaws that come through to municipalities from metro come by way of Regional Growth Strategy
- Unusual situation to request to shrink Urban Containment Boundary; would start with land use designation change and then urban containment boundary
- Up to municipality through OCP to define and determine policies that constitute urban vs. rural development
- Must be cognizant what that would mean to rest of Metro
- Intent is to maintain rural character through designation
- Intent of rural designation goes back to protect rural landscapes and environmental qualities. For example, if duplexes, etc. were implemented this may not affect the designation but if trend continues with more density, then concern is that it would be getting more than rural in nature
- Current projections are under general urban designation

Discussion ensued on:

- Lions Bay population declined, do not have many lots, not going vertical
- Data out of sync
- Population density and sociological impacts
- Would take a Provincial Order to not receive TransLink to Lions Bay

5. Review & Approval of Minutes of Prior Meetings

A. Regular Council Meeting – November 17, 2020

The following items were identified as amendments to the November 17, 2020 minutes:

- (1) Page 8, item 8Av add “on behalf of all of Council” to the last sentence.
- (2) Page 10, item 10, change the word “firecracker” to fire works.

Moved/Seconded

THAT the Regular Council Meeting Minutes of November 17, 2020 be approved as amended.

CARRIED

B. Special Council Meeting – December 7, 2020

Moved/Seconded

THAT the Special Council Meeting Minutes of December 7, 2020 be approved, as circulated.

CARRIED

6. Business Arising from the Minutes

None

7. Unfinished Business

A. Follow-Up Action Items from Previous Meetings

#	Meeting Date	Description of Action Item	Action
161	November 17, 2020	G1 Section in Village Update regarding general correspondence	Council to let staff know if they would like it published in Village Update
162	November 17, 2020	R1 I. Mackie re: tire checks	Complete
162	November 17, 2020	R2 B. Stoddart re: tire checks	Complete
163	November 17, 2020	R3 H. Goetsch re tire checks	Complete
164	November 17, 2020	R5 R. Simons re Woodfibre LNG	Complete

8. Reports

A. Staff

i. CAO: Council 2021 Strategic Priorities

CAO DeJong presented a report on Council's stated Strategic Priorities for 2021 from the December 1-2, 2020 CSC, noting that quarterly updates would be presented to Council throughout the year.

Mayor McLaughlin requested that an overview of the top 12 Council priorities be brought forward to the January meeting as the first quarterly update.

Discussion ensued on:

- Clarification from the December 1 & 2, 2020 Strategy Committee

Minutes:

- a. keep looking for sources of revenue to fund the asset management investment plan
- b. Clr. Bain: corrections to items that he did not support
- c. infrastructure master plan statements of support – progressing matters under the IMP
- d. cost is per meter: estimated budget for PRVs - \$700,000 for two

- e. clarification on previous cell tower proposal: SBA proposal as submitted is no longer up for consideration

CAO DeJong clarified the 12 items that were identified as priorities.

Moved/Seconded

THAT the Information Report, “Council 2021 Strategic Priorities” be received.

CARRIED

ii. CFO – Climate Action Resolution

CFO Rooke presented the report on the Climate Action Resolution, noting:

- Request from My Sea to Sky’s presentation
- Good opportunity, urgency to meet grant deadlines

CFO Rooke responded to questions, noting:

- My Sea to Sky will be developing a tool for GHG reporting
- Put it in hands of experts
- In-kind staff time to provide information
- GHG reporting may be mandatory in the future – benefit lies in having the tool developed; may eventually save us time for climate reporting requirements

Moved/Seconded

- (1) THAT Council supports the Village of Lions Bay’s participation as a pilot community for the Climate Action Report Card Project; and
- (2) THAT a letter of support be provided to My Sea to Sky for their funding applications for the Climate Action Report Card Project.

CARRIED

iii. PWM: Infrastructure Planning Grant Application, January 13, 2021 Intake

PWM Jaffer presented the Infrastructure Grant Application report for the redesign of the Upper Bayview, Bayview Place, Centre Road, noting:

- Next priority item in the IMP
- Asking for a re-budget of the expected design costs in 2021
- Apply for grant to help offset cost

Discussion ensued:

- clarification on grant application and re-budgeting
- priority in Infrastructure Master Plan; if grant not received, Council would make decision on how to proceed

- grant submitted now and re-budget would happen during budget time
- being brought to Council so that Council can identify the project for re-budgeting in 2021

Moved/Seconded

- (1) THAT the report titled “Infrastructure Planning Grant Application, January 13, 2021 Intake” be received, and
- (2) THAT Council direct staff to submit an application for an Infrastructure Planning Grant for the redesign of the Upper Bayview, Bayview Place, Centre Road water main project and to provide overall grant management of the project.

CARRIED

iv. CFO – Investing in Canada Infrastructure Program (ICIP) Resolution

CFO Rooke presented the ICIP resolution for grant funding for the Lions Bay Emergency Building, noting:

- Grant provides 100% funding, and building upgrades are eligible which is unusual
- Moving quickly, rolling intake
- Decision anticipated in February
- Cost overruns require acknowledgement from Council in resolution

Discussion ensued on:

- Good opportunity
- Clarification on phases of the building expansions, would include a second egress to the ambulance area
- Cost estimate to be included with grant application

Moved/Seconded

1. THAT staff submit an application for grant funding for the Lions Bay Emergency Building Upgrade through the *Investing in Canada Infrastructure Program – COVID-19 Resilience Infrastructure Stream*; and
2. THAT Council supports the project and commits to the Village of Lions Bay’s share of the eligible costs, ineligible costs and potential overruns related to the project, to be funded by transfers from reserves.

CARRIED

v. PWM: Brunswick Hill Land Tenure Application for Future Public Works Yard

PWM Jaffer presented the report on the Brunswick Hill Land Tenure Application for Public Works Yard, noting:

- Impacting abilities for public works to do work
- OCP identifies relocation of works yard and existing site for redevelopment

Staff responded to questions, noting:

- No ongoing holding costs, no annual payment
- Land must be used for the use that is identified in the publication and will be stated in lease
- Start at two years and roll into 20- or 30-year term
- Process may take a year or more
- Brunswick Hill Management plan is part of the submission, produced by staff, based on template
- No detailed archaeological report is required, the ones included in the report should be sufficient
- Current fire training is on top of old landfill, still must apply for a closure for that landfill which will incur capital expenditures. Not on site for PW yard
- Estimated time for remediation TBD
- BC Hydro right of way any concern? Some preliminary discussion, once application submitted both MoTI and BC Hydro will be provided application and they will be able to provide feedback and Municipality will be in discussion with them
- Schedule of move: entire move may cost \$1 million for entire facility. Would come from sale of existing public works site. Would take 1-2 years to complete.

Mayor McLaughlin noted that he will reply to resident regrading the suggestion to use the gravel pit for public access use.

Moved/Seconded

- (1) THAT the report titled “Brunswick Hill Land Tenure Application for Future Public Works Yard” dated December 8, 2020 be received, and
- (2) THAT Council supports and endorses the Crown Land Tenure Application for the Brunswick Hill site as the future location of the Public Works Yard site, and
- (3) THAT Council direct staff to apply for the Crown Land Tenure in this regard forthwith.

CARRIED

vi. PWM: Kelvin Grove WWTP Update and Park Opening

PWM Jaffer noted that:

- Finalization has been delayed until January due to gearbox
- Park can be accessed and is being accessed
- Staff plan to remove barricades, will communicate in Village Update

Staff confirmed that the Lions Bay Beach Parking Lot is open and that public works will be reinstate landscaping.

Moved/Seconded

THAT the Information Report, “Kelvin Grove WWTP Update and Park Opening” dated December 7, 2020, be received.

CARRIED

vii. CFO: Kelvin Grove WWTP Financing Options

CFO Rooke presented on the Kelvin Grove WWTP Financing Options, noting the differences and processes between the parcel tax option and the sewer user fees option.

Staff responded to questions, noting:

- Bylaw process would start as soon as possible, a report to be brought forward in January
- Local service area: where service only provided to some, can create local service area where tax would apply to only the residents where that service is affected; property value tax or parcel tax. Would have to go through process requiring approval of electors: petition or counterpetition: put proposal out there, if more than 10% object, back to square one.
- 3 options of parcel tax: single amount, taxable area of the parcel, taxable linear frontage of parcel
- Consultation: high percentage of owners defer tax, timing is limited
- Required to charge interest, option of paying parcel tax up front
- Sewer bill would be determined every year; parcel tax would go on property tax bill
- Current fee, approximately \$800 for sewer
- Putting money aside for future of asset: because this is a service that limited owners benefit from: creates difficulties in asset management plan to put away money for that asset

- Parcel tax must be for a specific thing: for paying back debt; has to have an end date; can do infrastructure levy
- Parcel tax levies
 - Start budgeting for depreciation
 - Proposed period of tax: 10 years
 - Mail out provided two years ago; mail out will include detailed explanation
 - Subdivision: amend parcel, additional parcel so amount would be reduced

Moved/Seconded

THAT the report “Kelvin Grove WWTP Financing Options” be received for information purposes.

CARRIED

Mayor McLaughlin provided an opportunity for public participation

Public Participation

A. Marek Sredzki

M. Sredzki commented on the email he sent to Council, noting that in his view, the Village has a spending problem and urged consideration of a different management tactic and comparison of how other municipalities are spending. He also noted that Lions Bay has little in common with bigger municipalities and does not have capacity to handle climate change.

viii. CFO: 2021 Finance Workplan

CFO Rooke presented the 2021 Finance Workplan, noting a change in adding a piece to line up with Council meeting schedule options.

Moved/Seconded

THAT the report “2021 Finance Workplan” be received for information purposes.

CARRIED

ix. CAO: 2021 Council Meeting Calendar

CAO DeJong presented the 2021 Council meeting calendar report options, noting:

Experience from prior years indicated two weeks between meetings too short but 2020 calendar showed four weeks between meetings too long

- Options for adding Special meetings if required (easier than cancelling if not required)
- Public participation at meetings not dependent on having meetings the first and third Tuesdays.

Discussion ensued on:

- The different options noted in the report
- Time to review agenda prior to meeting due to size of package
- Shorter meetings, more frequently
- Time between meetings
- Provisions of reports prior to meeting
- Public participation

Moved/Seconded

THAT the meeting be extended to 11:00pm.

CARRIED

CAO DeJong clarified the dates of when reports are written by author, which may differ from when they are reviewed and approved to be published.

Moved/Seconded

- (1) THAT the proposed Council meeting dates for 2021 set out in this report under Option A, be approved by Council;
- (2) THAT Council considers publication of the meeting schedule in the Village Update to be reasonably equivalent to that which would be provided by a local newspaper publication if it were practicable; and
- (3) THAT staff publish the 2021 Council meeting schedule in the Village Update and in accordance with legislative requirements.

CARRIED

OPPOSED: COUNCILLOR ABBOTT

Discussion ensued on:

- cannot condone sending out reports prior to being reviewed by CAO
- with additional time between meetings, may be an opportunity to review process of reporting perspective from staff
- staff will endeavour to provide reports sooner, if possible

x. CAO: Lions Bay Avenue Connector Project

CAO DeJong presented the Lions Bay Avenue Connector Project.

Discussion ensued on:

- Safety provided by the connector project

- 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.

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

Councillor Abbott provided an update regarding changes to the criteria of the application process to be more inclusive of all educational aspirations. He also noted that Committee Members are flexible as to their participation if new people would like to join the committee.

Councillor Abbott confirmed the amount of the scholarship to be \$500.

E. Emergency Services

i. Surrey Regional Fire Dispatch Monthly Report – November 2020

Moved/Seconded

THAT the November 2020 Surrey Regional Fire Dispatch Monthly Report be received.

CARRIED

9. Resolutions

None

10. Bylaws

A. Fees Bylaw No. 497, 2016, Amendment Bylaw No. 585, 2020

CFO Rooke presented Bylaw No. 585.

Councillor Bain requested that the definition of Extraordinary Vehicle be reviewed.

Moved/Seconded

THAT Fees Bylaw No. 497, 2016, Amendment Bylaw No. 585, 2020 be read a third time; and

THAT Fees Bylaw No. 497, 2016, Amendment Bylaw No. 585, 2020 be adopted.

CARRIED

Moved/Seconded

THAT the meeting be extended to 12:00a.m.

CARRIED

11. Correspondence

A. List of Correspondence to December 10, 2020

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

G1 - F. Haynes, Mayor, District of Saanich requesting that Council support Bill C-5 for recognition of September 30 as a statutory national holiday for Truth and Reconciliation - received

G2 - MP Weiler regarding call for proposals for the Community Support, Multiculturalism and Anti-Racism Initiatives (CSMARI) Program – received/Councillor Barmeier to review

G3 - several MPs requesting that Council support the petition for adoption of the Canada Pharmacare Act - received

G4 - AccessBC Campaign requesting that Council help promote access to women's hygiene products and sexual health products in municipal facilities - received

G5 - V. Cumming, Mayor, City of Vernon regarding support for no-cost access to prescription contraception - received

G6 - MP Weiler regarding Early Learning and Child Care Innovation Program – Mayor McLaughlin to forward to PAC

G7 - MP Weiler regarding the Investing in Canada Infrastructure Program – received – referred to staff

R1 - J. Wozny regarding feedback for Council's 2020 Strategic Planning Session – Mayor McLaughlin to respond

R2 - L. Peterson regarding the future of the Seniors Social Circle – Councillor Cunliffe and Councillor Abbott to respond

R3 - C. Bradbury regarding COVID-19 funding – Mayor McLaughlin to respond

B. On table correspondence to December 15, 2020

R4 - T. Strong re suites – Councillor Abbott to respond

CFO Rooke clarified the intent of T. Strong's email, noting the Village's bylaw regarding exemption for families in the suites.

Discussion ensued on:

- Encouragement of multigenerational living arrangements

R5 - M. Sredzki re Village finances – received

CAO response to M. Sredzki re Emergency Planning

Discussion ensued on:

- Ability to contact Council
- Number from 2009 is an audited number

12. New Business

None

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

None

14. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

- A. 50th Anniversary Committee
- B. EV Charger
- C. Collective Agreement
- D. Sale of Land

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; and

(c) labour relations or other employee relations; and

(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; and

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

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

(l) discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [*annual municipal report*]; and

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

(o) the consideration of whether the authority under section 91 [*other persons attending closed meetings*] should be exercised in relation to a council meeting; and

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

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

(d) a matter that, under another enactment, is such that the public must be excluded from the meeting;

The meeting was closed to the public at 11:24p.m.

15. Reporting Out from Closed Portion of Meeting

The 50th Anniversary Committee Terms of Reference will be brought back to the next Council meeting.

16. Adjournment

Moved/Seconded

THAT the meeting be adjourned.

CARRIED

The meeting was adjourned at 12:08 a.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 THURSDAY, JANUARY 14, 2021 at 7:00 PM

COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY

AND VIA ZOOM VIDEO CONFERENCE

MINUTES

In Attendance:

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

1. Call to Order

Mayor McLaughlin called the meeting to order at 7:05 p.m.

2. Adoption of Agenda

Moved/Seconded

THAT the agenda be adopted as submitted.

CARRIED

3. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

A. CAO Performance 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*:

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

CARRIED

The meeting was closed to the public at 7:07 p.m.

The meeting was re-opened to the public at 9:20 p.m.

4. Reporting Out from Closed Portion of Meeting

Council concluded the CAO's 2020 annual performance review and expect to deliver it to him shortly.

5. Adjournment

Moved/Seconded

THAT the meeting be adjourned.

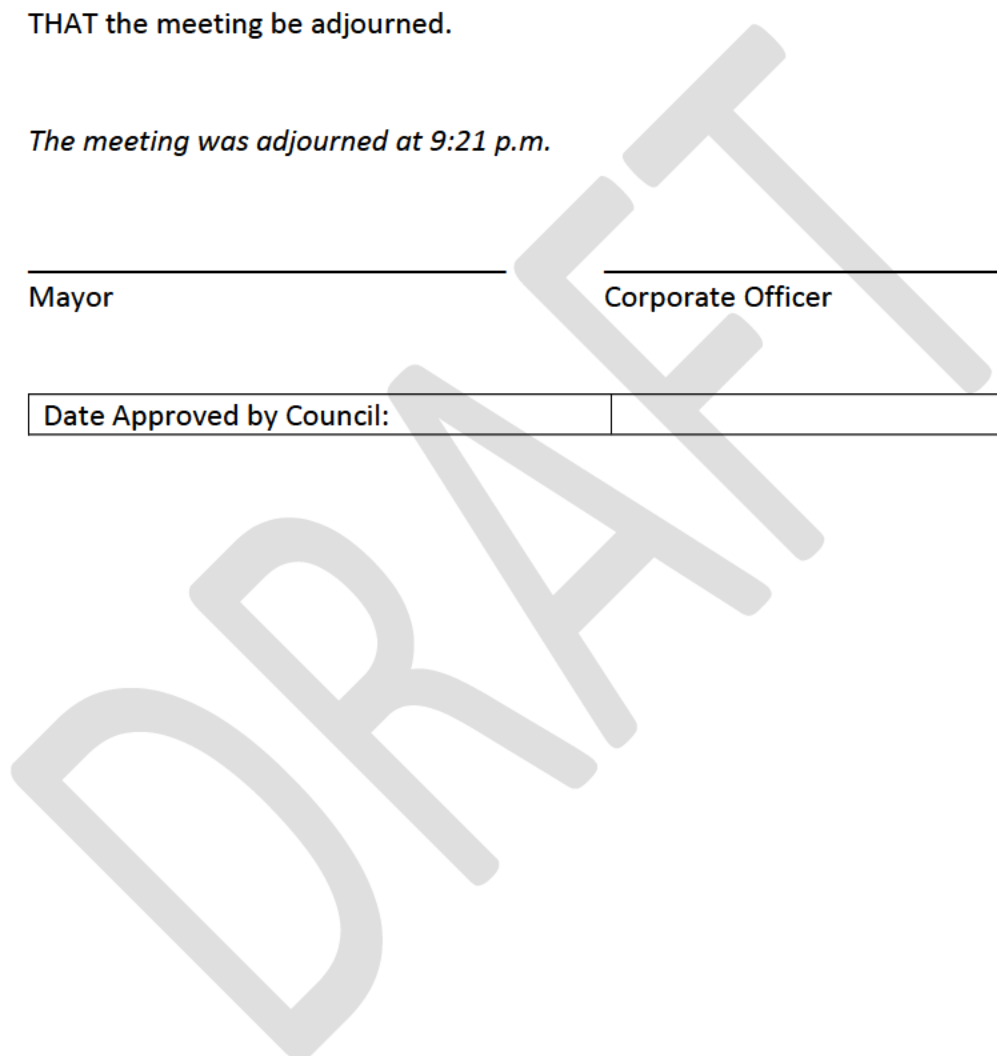
CARRIED

The meeting was adjourned at 9:21 p.m.

Mayor

Corporate Officer

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

Type	Information Report		
Title	2021 Council Strategic Priorities – Quarterly Reporting		
Author	Peter DeJong	Reviewed By:	P.Rooke and N.Jaffer
Date	January 13, 2021		
Issued for	January 19, 2021		

Recommendation:

THAT the Information Report, “2021 Council Strategic Priorities – Quarterly Reporting” be received.

Attachments:

(1) 2021 Council Strategic Priorities quarterly reporting spreadsheet.

Key Information:

At the December 15, 2020 Council meeting Council confirmed their top strategic priorities for 2021 as indicated at the December 1-2, 2020 Council Strategy Committee meeting and asked that staff provide quarterly reporting on those priorities beginning with the January 19th Council meeting.

Follow Up Action: Bring forward the next quarterly update at the March 23rd Council meeting.

Communication Plan: Post to website.

VILLAGE OF LIONS BAY

2021 COUNCIL STRATEGIC 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, subject to further discussion.	Rough allocations of VoLB share of \$285K: \$20K for Kayak rack (taxed); \$40K for playscape (donations); \$220K balance to put toward washrooms or other.	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	Submit EV Charger grant for intake opportunity (Feb-Apr); work with My Sea to Sky to support development of Climate Action Report Card Tool	Q1	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	Q1	2021
Infrastructure Master Plan (IMP)	Support advancement of prioritized projects in the IMP	Ongoing: Nearing completion of WWTP; final stages of 3-PRV project; Infrastructure Planning Grant (IPG) submitted January 2021	Q1-Q4	2021

VILLAGE OF LIONS BAY

2021 COUNCIL STRATEGIC PRIORITIES				
Asset Management Investment Plan (AMIP)	Refine and adopt AMIP policies and communicate the plan to the public; continue to seek out sources of revenue (eg: parking, land sales, potential services for Electoral Area A, EV Charger, potential cellular services, etc.)	Council Strategy Committee (CSC) meeting held Jan.12/21 to present updated AMIP policy options	Q1-Q2	2021
Public Consultation and Communication on Council Initiatives	Strengthen public consultation and communication through various means including the Village Update, surveys, direct mail, and other mediums	Ongoing	Q1-Q4	2021
Emergency Planning Initiatives	Execute on Emergency Planning Initiatives, including the Evacuation Plan	Evacuation Planning Grant submitted - awaiting approval	Q1-Q2	2021
Village Status Under Metro's Regional Growth Strategy (RGS)	Engage with the public and Metro regarding the Municipality's status (Urban vs. Rural) under the Urban Containment Boundary (UCB) within the Metro Vancouver Regional District (MVRD) Regional Growth Strategy (RGS known as Metro 2040 (soon to be Metro 2050)	Delegation from Metro Regional Planning received Dec.15/20, which provided outline of key information on subject matter for further review and discussion	Q1-Q4	2021
Water & Infrastructure Communications	Determine and support solutions for communications with our infrastructure and for the UBC Hydrology study	Staff report for Infrastructure Committee (IC) meeting in February	Q1	2021

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	95 Seaview Place Encroachment Agreement & S.219 Covenant		
Author	Nai Jaffer	Reviewed By:	Peter DeJong
Date	January 13, 2021	Version	
Issued for	January 19, 2021 Council Meeting		

Recommendation:

- (1) THAT the Municipality enter into an Encroachment Agreement and Section 219 Covenant with the Owner of 95 Seaview Place 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 95 Seaview Place 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) 95 Seaview Place Retaining Wall Plan
- (2) Draft 2021 Encroachment Agreement, and
- (3) Section 219 Covenant for 95 Seaview Place

Key Information:

The owners of 95 Seaview Place would like to construct a formal retaining wall to replace the existing stone and earthen embankment at the front of their property at 95 Seaview Place. 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 Himalayan Blackberry, an invasive species that will be eradicated upon completion of the project. The plan is to replace the existing sloped earthen bank with a two-tiered retaining wall structure as depicted in attachment (1). The resultant wall will provide an aesthetically pleasing structure that will improve the character of the property while retaining the street front gravel parking area.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Other than the water line running from the water main to the dwelling through the proposed retaining wall, no existing infrastructure would be impacted by the retaining walls. The line to the home will need to be sleeved and the draft Encroachment Agreement includes provision for the property owners to be responsible for the service line from the roadside of the retaining wall. No other property owners are impacted.

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.

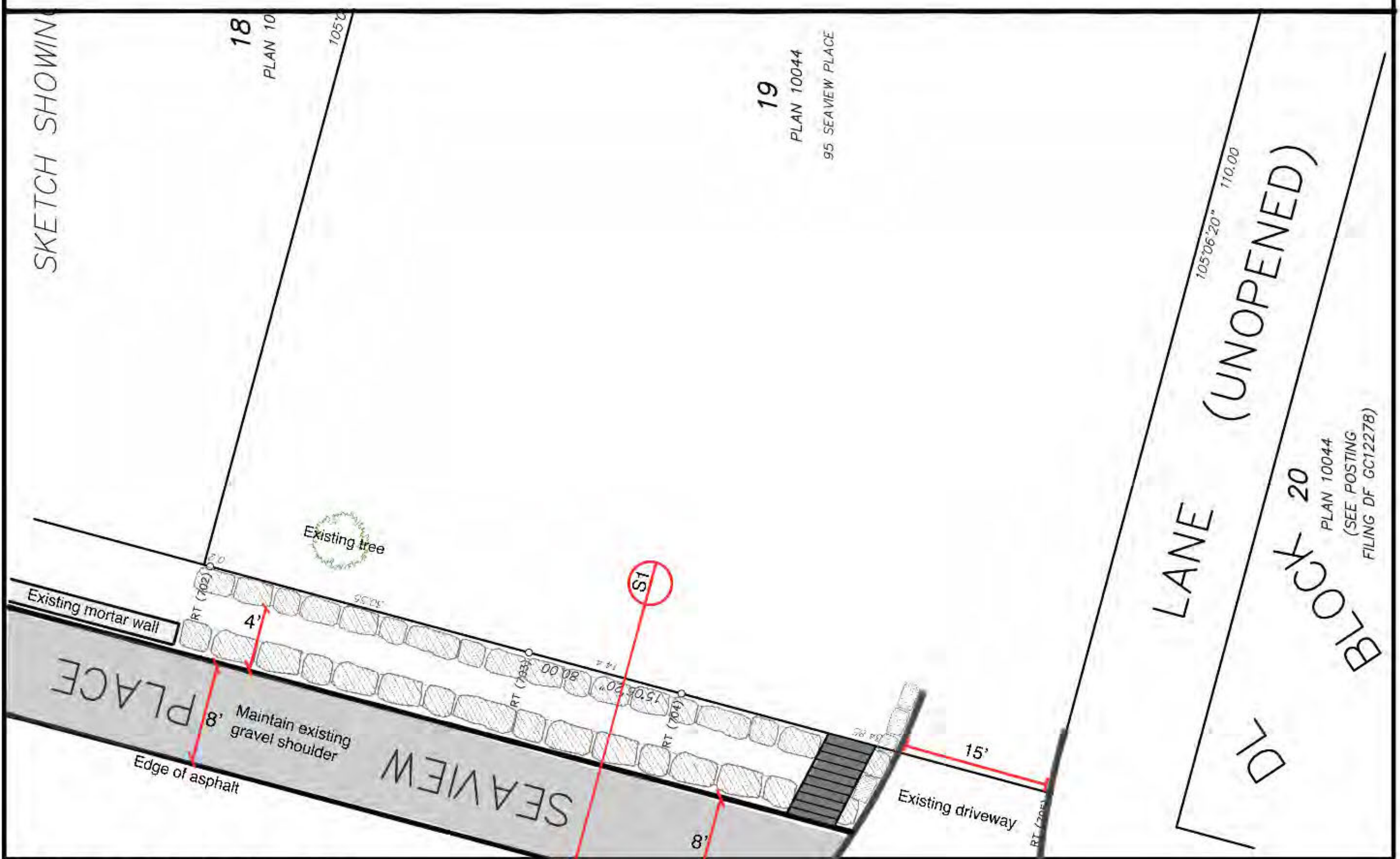
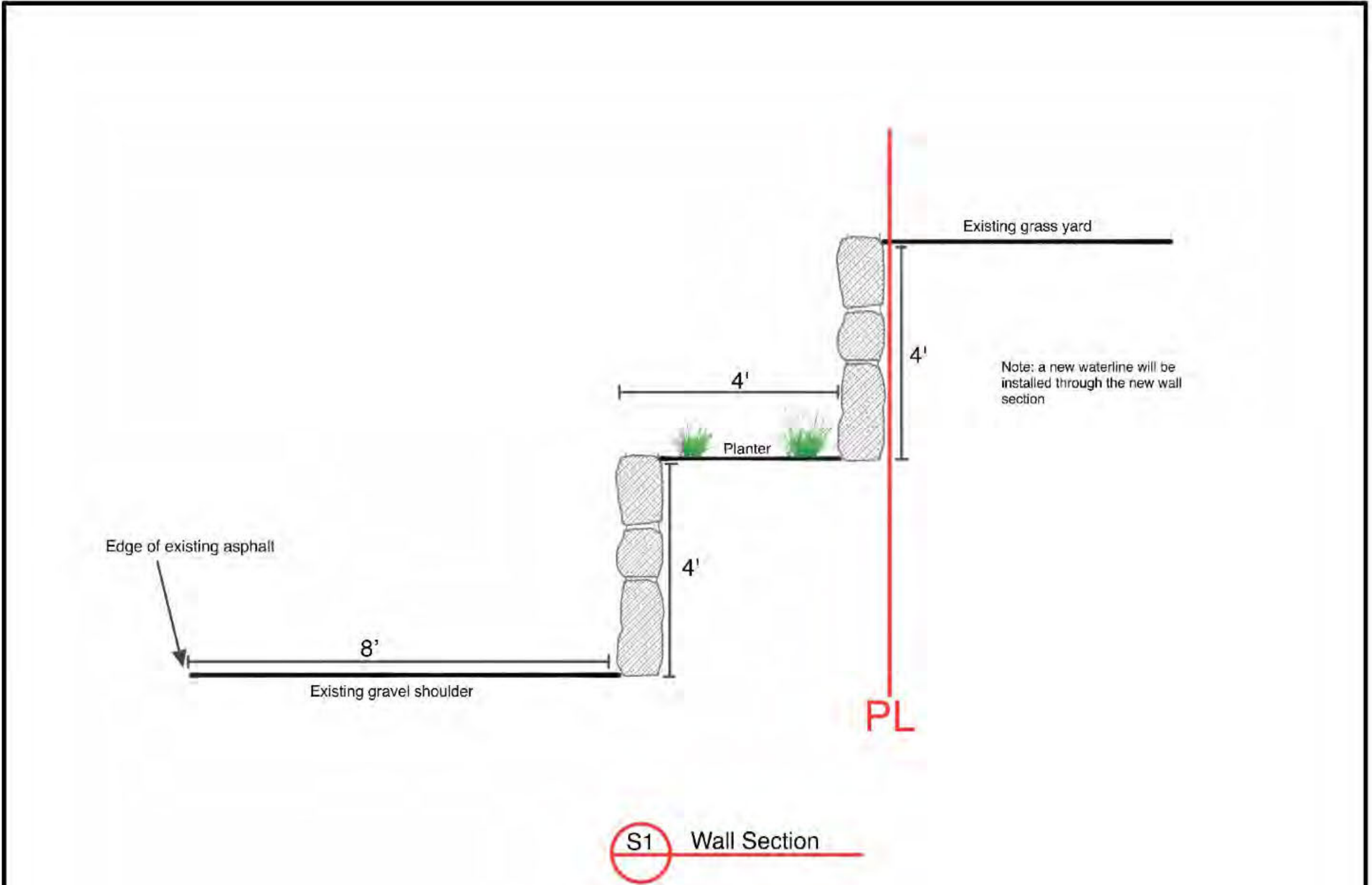
Preferred Option: Approve the application. The proposed structure will not negatively impact the Municipality's infrastructure.

Financial Considerations: None

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

Follow Up Action: Per Council direction.

Communication Plan: N/A



95 Seaview Place, Lions Bay

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

THIS AGREEMENT dated for reference the 19th day of January 2021.

BETWEEN:

JURGEN O. FRANKE and **KIMBERLEY ANNE THOMPSON**, residing at 95 Seaview Place,
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, including the boulevard, is known as Seaview Place and is shown on 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 19 Block 2 District Lot 1575 Plan 10044
PID: 009-519-106

(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 \$1.00 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** – For the sum of One Dollar (\$1.00), 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 within the Licence Area:

- (a) retaining wall constructed in substantial compliance with the drawing attached to this Agreement as Schedule “A”;
- (b) gravel parking pad, howsoever constructed;
- (c) that portion of the existing driveway that lies outside the Licensee’s Property on the Road;

(the “**Works**”) as shown in Schedule “B” for the purposes of retaining the Licensee’s Property, for only the Licensee and its permitted assigns and their servants, agents and invitees and for the Municipality and its successors and assigns and their servants, agents and invitees provided that:

- (i) the Licensee shall be responsible through its contractor for the installation of a curb stop valve for the water service on the west side of the retaining wall with sleeve protection of the water service through the retaining wall; and
- (ii) the Licensee shall bear any costs associated with the installation and maintenance, repair or replacement of the water service from the curb stop valve through the retaining wall to the improvements on the Licensee’s Property.

2. **Term and Renewal** – This Licence shall commence on the **19th Day of January 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 11 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 January 19, 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 with cause to the Licensee; or
 - (vi) where the Council of the Municipality considers that, in its sole discretion, the interest of the public in the License 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 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 driveway, the retaining walls or the water service passing through the retaining walls and will provide notice to the Municipality of any work intended to maintain, repair or replace the driveway, the retaining walls or the water service. 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.

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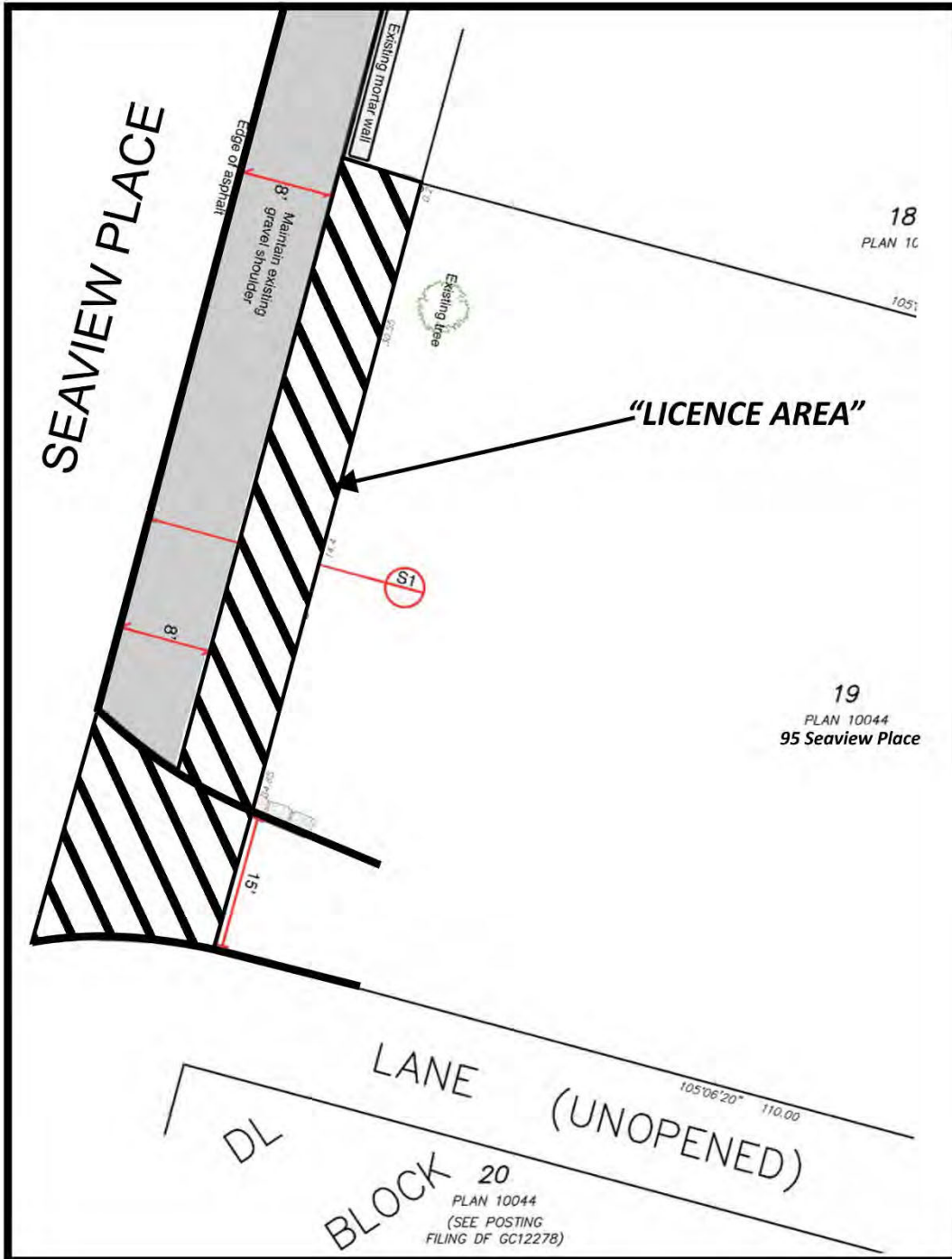
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

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

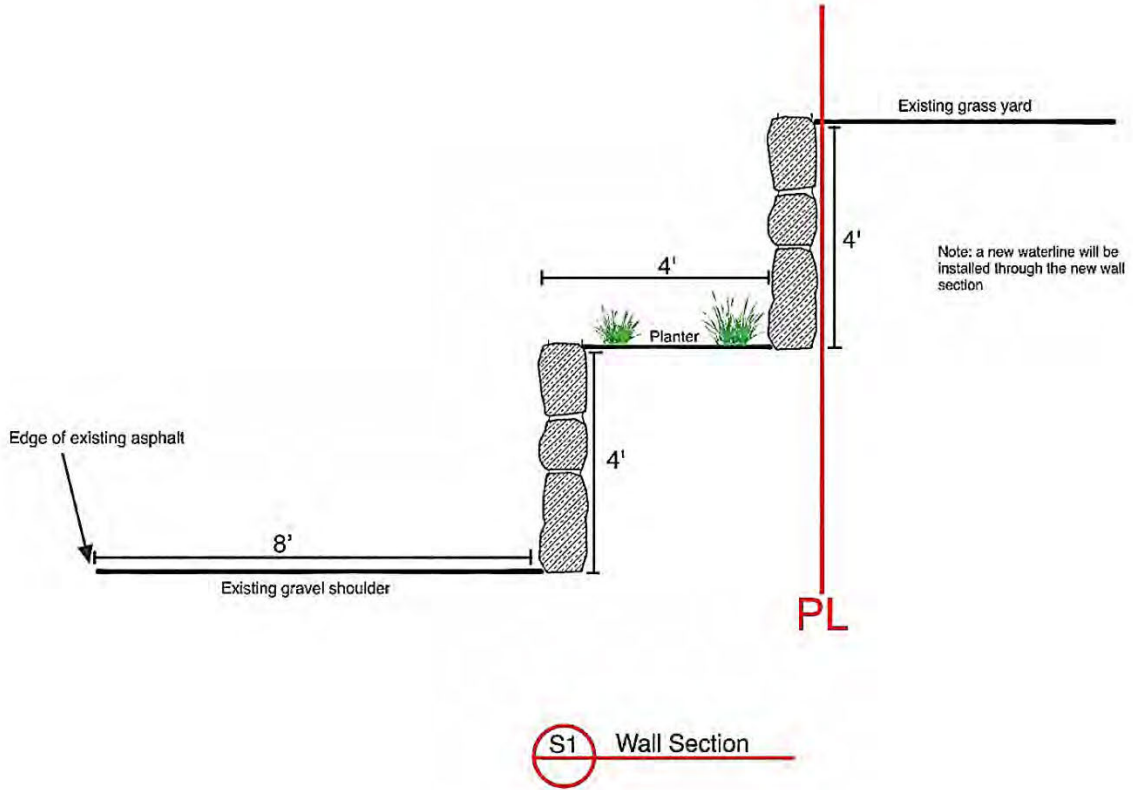
Registered Owner(s))
)
)
)
)
_____)
Jurgen O. Franke)
)

)
)
)
_____)
Kimberley Anne Thompson)
)

SCHEDULE A
SKETCH PLAN OF ROAD AND LICENCE AREA



SCHEDULE B
SKETCH PLAN OF RETAINING WALLS



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

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

 Applicant's Solicitor

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 (PID) (LEGAL DESCRIPTION)
009-519-106 **Lot 19 Block 2 District Lot 1575 Plan 10044**

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):
JURGEN O. FRANKE and KIMBERLY ANNE THOMPSON, residing at 240 Oceanview Road, Lions Bay BC, V0N 2E0
COAST CAPITAL SAVINGS CREDIT UNION

6. TRANSFEREE(S):
THE VILLAGE OF LIONS BAY, a municipal corporation, having offices at 400 Centre Road, Lions Bay BC, V0N 2E0

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

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

Execution Date				
	Y	M	D	
Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of	2019			Transferor's Signature(s) FRANKE O. JURGEN _____ Authorized Signatory KIMBERLEY ANN THOMPSON _____ Authorized Signatory

	Y	M	D	
Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of	2019			Transferor's Signature(s) COAST CAPITAL SAVINGS CREDIT UNION _____ Authorized Signatory (Print Name)

	Y	M	D	
Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of	2019			Transferee's Signature(s) VILLAGE OF LIONS BAY by its authorized signatories _____ Mayor, Authorized Signatory _____ Authorized Signatory

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

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the 19th day of January 2021.

BETWEEN:

JURGEN O. FRANKE and KIMBERLEY ANNE THOMPSON, residing at 95 Seaview Place, 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: 009-519-106

Legal Description: Lot 19 Block 2 District Lot 1575 Plan 10044

(the “**Lands**”);

- B. The Owner wishes to improve their property in accordance with the Highway Encroachment Agreement (Licence to Occupy) between the Municipality and Owner dated for reference January 19, 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 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 Contractor”** means such professional qualified contractor as is retained by the Owner to supervise the installation of the Works;
- (j) **“Public Works Manager”** means the person appointed as such by the Municipality Council, their Deputy, or a person designated by Council to act in the place of the Public Works Manager;
- (k) **“Municipality”** has the meaning set forth on page 3;
- (l) **“Municipal Personnel”** means the elected officials, officers, employees, agents and contractors of the Municipality; and
- (m) **“Works”** means the works set out in the Design Plan, whether new or pre-existing, howsoever constructed, 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 Design Plan

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 that 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 Contractor 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 Contractor 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
- (g) the Owner shall pay the applicable fees in accordance with Schedule 2 of Fees Bylaw No. 497, 2016, as amended, in respect of the encroachment application and registration costs. Fees with respect to any 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 Contractor who will be duly qualified in the practice of soil stabilization, structural and other design and monitoring fields, and having the requisite experience with respect thereto. Such contractors shall be insured against professional liability arising from errors and omissions occurring in the performance of services rendered in relation to the construction of the Works including such policy limits as are reasonably required by a prudent contractor 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 on the west side of the Works, 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 in accordance with the Licence Agreement between the parties dated January 19, 2021, as certified by the Public Works Manager.

4.3 No Fettering of Discretion

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

4.4 Other Remedies available to Municipality

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

4.5 Agreement Binding on Parties

The covenants contained in this Agreement shall enure to the benefit of and be binding upon each of the parties hereto and each of their successors and assigns. The covenants contained in this

Agreement shall run with the land and shall enure to the benefit of and be binding upon the Owner's successors in title and their respective successors and assigns.

4.6 Owner responsible while maintaining interest

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

4.7 Invalidity of section, subsections, etc.

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

4.8 Amendments to be in writing

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

4.9 Time of the Essence

Time is of the essence of this Agreement.

4.10 Agreement in Counterparts

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

4.11 Joint and Several

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

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

PRIORITY AGREEMENT

BETWEEN:

COAST CAPITAL SAVINGS CREDIT UNION
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. JURGEN O. FRANKE and KIMBERLEY ANNE THOMPSON (the "**Grantor**") are the owners 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 CA2564505 ("**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

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	315 Kelvin Grove Way Encroachment Agreement & S.219 Covenant		
Author	Nai Jaffer	Reviewed By:	Peter DeJong
Date	January 13, 2021	Version	
Issued for	January 19, 2021 Council Meeting		

Recommendation:

- (1) THAT the Municipality enter into a new Encroachment Agreement and Section 219 Covenant with the Owners of 315 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 315 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) 315 Kelvin Grove Way Retaining Wall Engineered Plan
- (2) Draft 2019 Encroachment Agreement for 315 Kelvin Grove Way;
- (3) Draft 2019 Section 219 Covenant for 315 Kelvin Grove Way;

Key Information:

The existing creosote timber retaining walls supporting the driveway at 315 Kelvin Grove Way have deteriorated over time and require replacement. Terrane Geotechnical Group have been retained by the owners to facilitate the design of a 3-tier rock stack retaining wall as depicted in attachment (1) and to provide geotechnical support during the construction process.

An existing Municipal lamp post will be impacted by the construction of this retaining wall and staff have been engaged with the contractors to relocate this lamp post closer to the roadway in alignment with the other lamp posts along the street. The relocation of the lamp post is to be conducted at the owner's cost.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

No other property owners are impacted. 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.

Options:

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

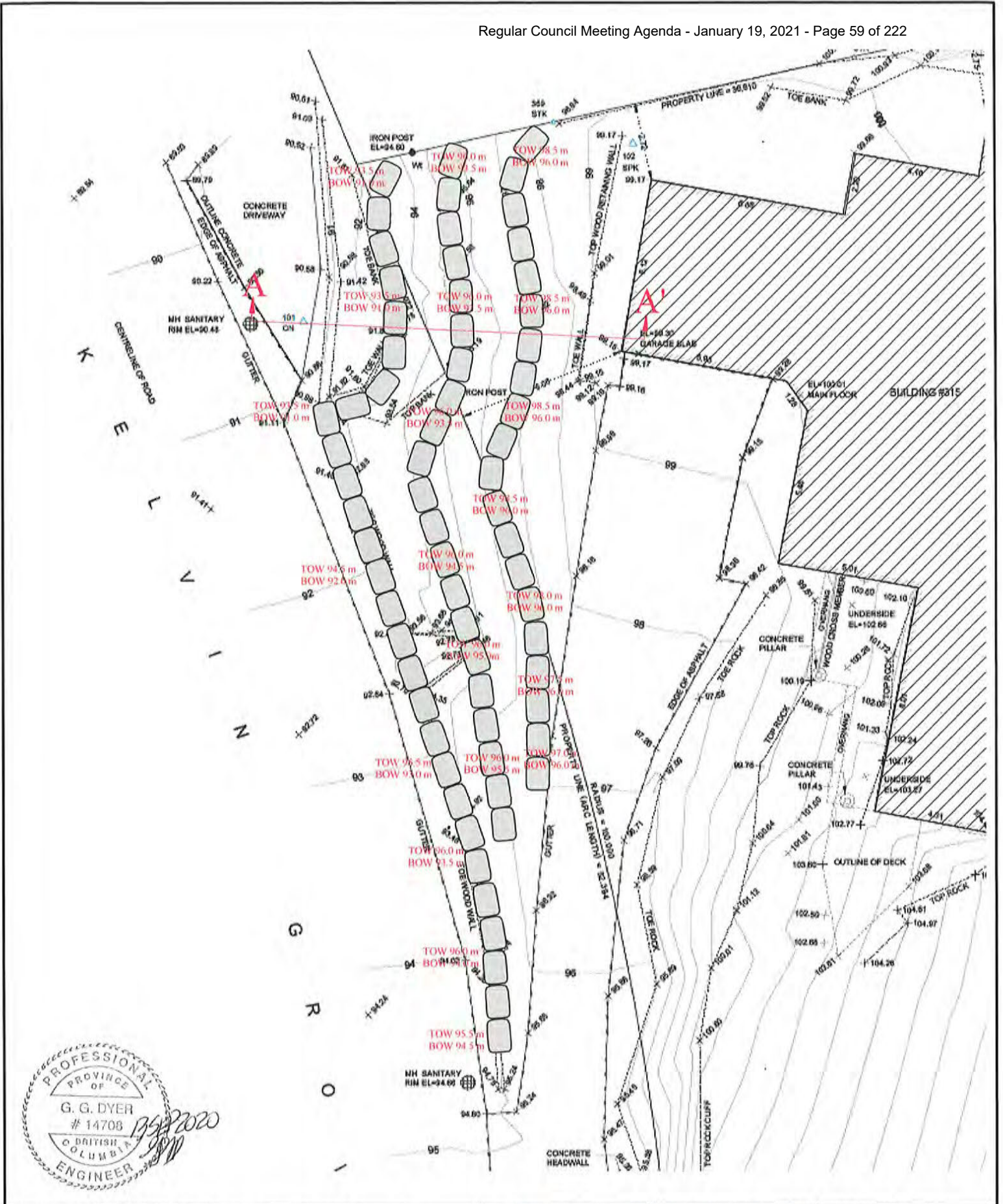
Preferred Option: Approve the application. The proposed structure will also enhance the structural stability of the road and will not negatively impact the Municipality's investment.

Financial Considerations: None

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

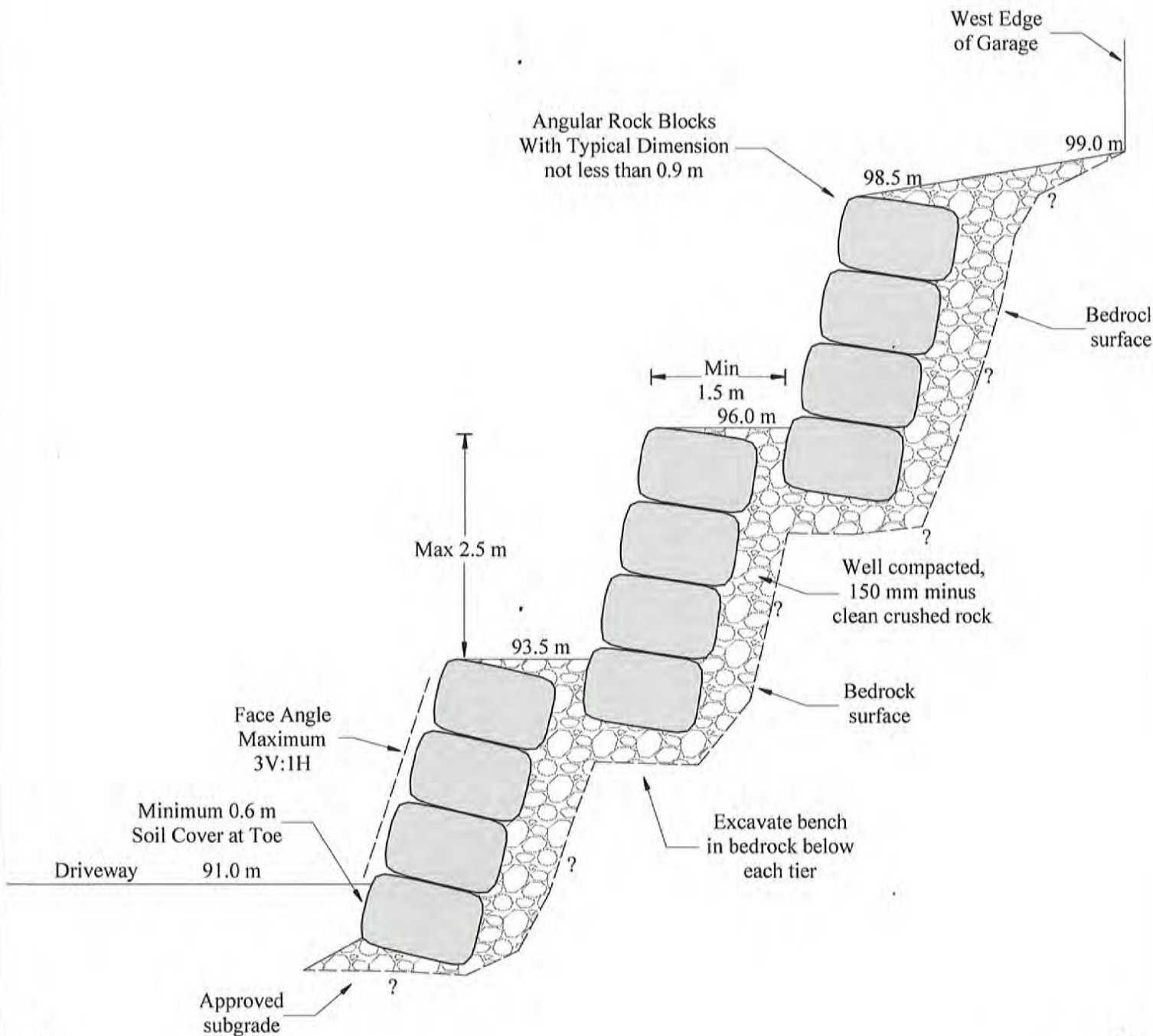
Follow Up Action: Per Council direction.

Communication Plan: N/A



PROFESSIONAL
 PROVINCE OF
 G. G. DYER
 # 14708
 BRITISH COLUMBIA
 ENGINEER
 13522020

DATE: 2020 Sep 13	CLIENT: Edgewater Site Contracting	SCALE: Shown	DRAWN BY: GGD	PROJECT: 7358
SITE PLAN Rock Stack Walls 315 Kelvin Grove Way, Lions Bay, B.C.				FIGURE 1



A A'



DATE: 2020 Sep 13	CLIENT: Edgewater Site Contracting	SCALE: Shown	DRAWN BY: GGD	PROJECT: 7358
<p>SECTION AA' Rock Stack Walls 315 Kelvin Grove Way, Lions Bay, B.C.</p>				<p>FIGURE 2</p>

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

THIS AGREEMENT dated for reference the 19th day of January 2021.

BETWEEN:

 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 74 Block B District Lot 1575 Plan 18530
PID: 007-166-800

(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 by Geoffrey G. Dyer of Terrane Geotechnical Group; 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:

(i) the Licensee shall be responsible through its contractor for moving, and for the costs of moving, the streetlamp as required to accommodate the retaining walls.

2. **Term and Renewal** – This Licence shall commence on the **19th Day of January, 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 January 19, 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 License 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.

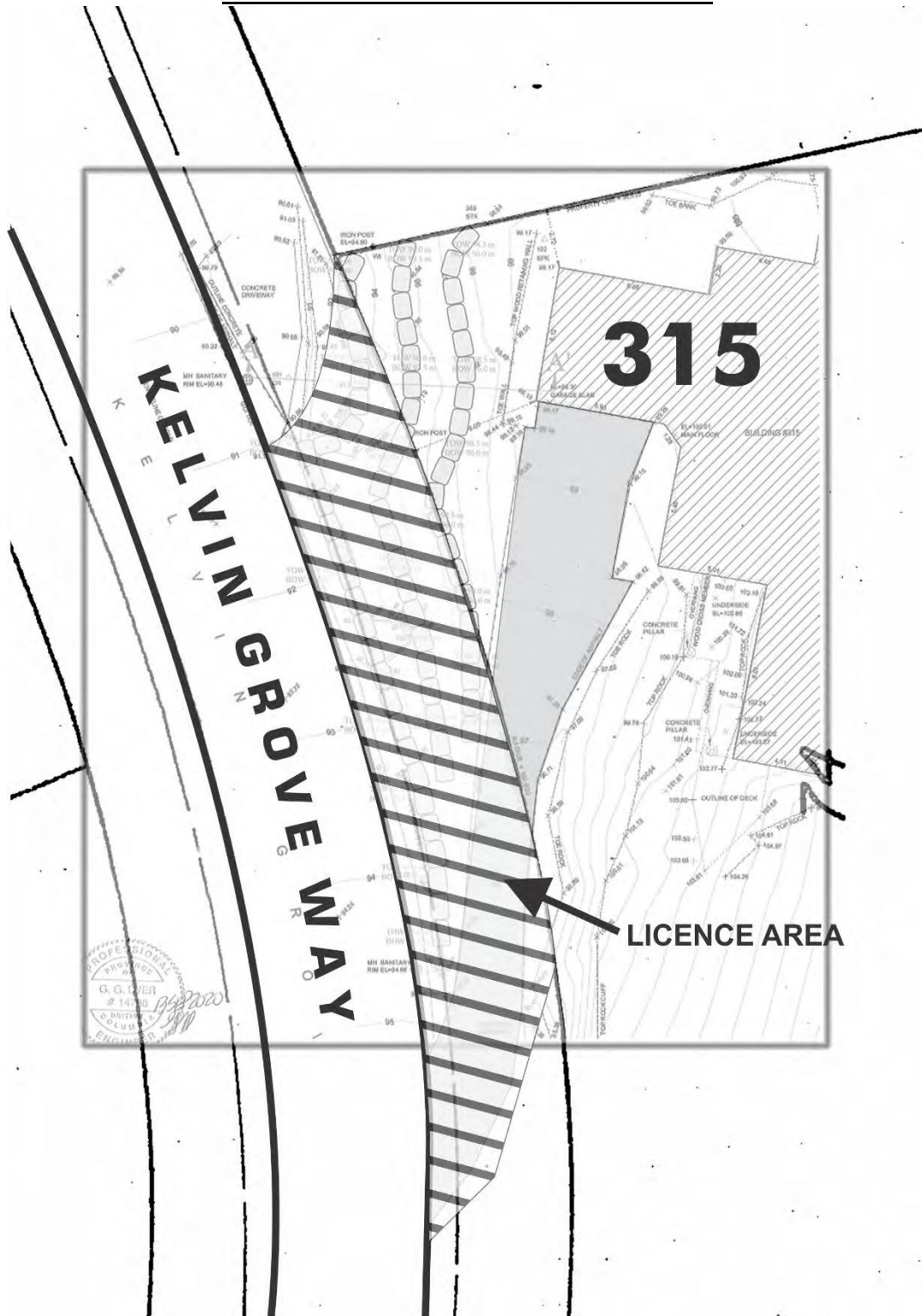
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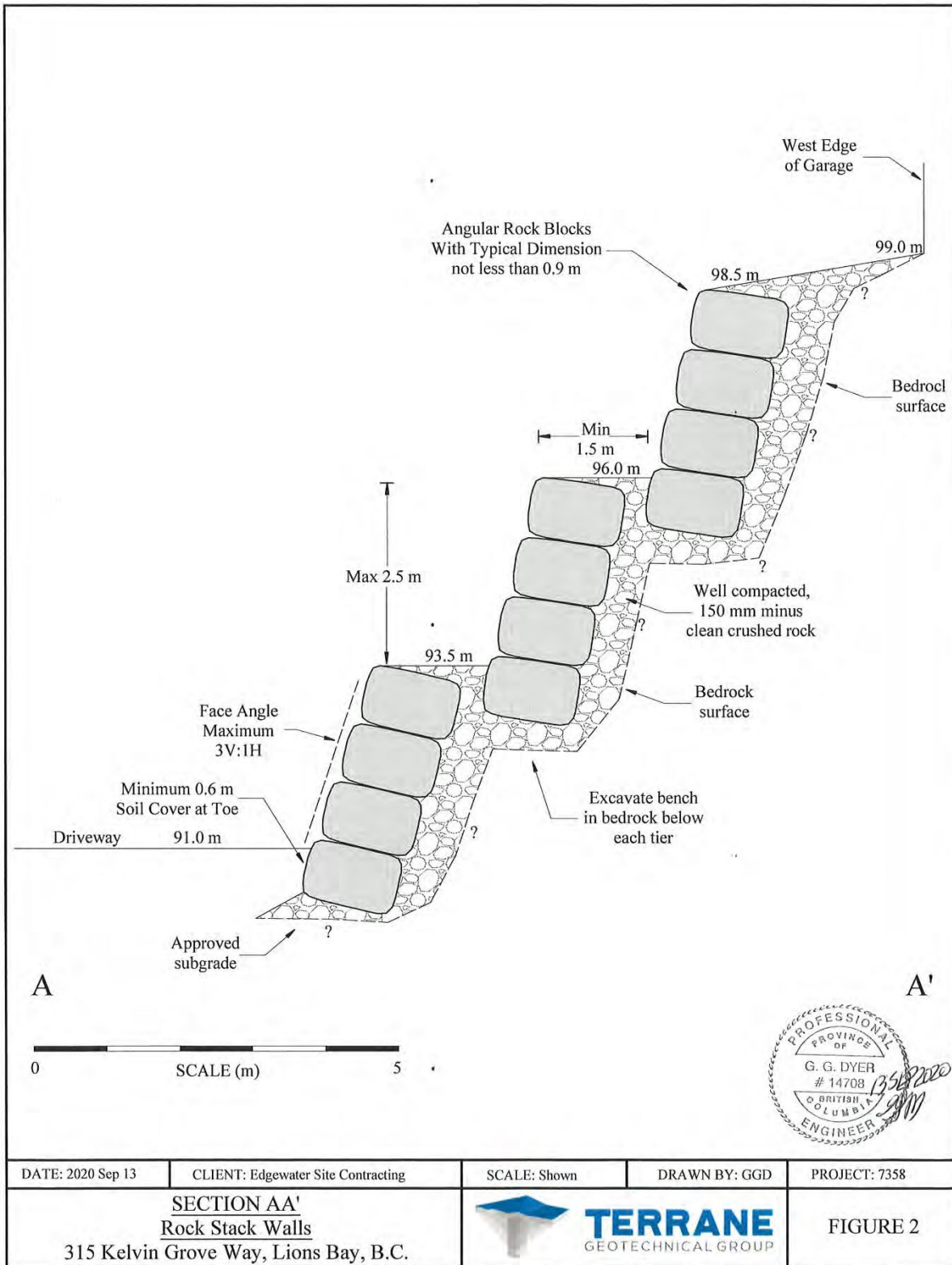
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

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

)
Registered Owners of 3 [REDACTED])
[REDACTED])
)
)
_____)
[REDACTED])
)
)
_____)
[REDACTED])
)
)
)

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)

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)
007-166-800 **Lot 74 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):

[REDACTED] Lions Bay BC, V0N 2E0
BANK OF MONTREAL

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;">2019</td> <td></td> <td></td> </tr> </table>	Y	M	D	2019			Transferor's Signature(s) _____ Authorized Signatory _____ Authorized Signatory
Y	M	D						
2019								

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;">2019</td> <td></td> <td></td> </tr> </table>	Y	M	D	2019			Transferor's Signature(s) BANK OF MONTREAL _____ Authorized Signatory (Print Name)
Y	M	D						
2019								

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;">2019</td> <td></td> <td></td> </tr> </table>	Y	M	D	2019			Transferee's Signature(s) VILLAGE OF LIONS BAY by its authorized signatories _____ Mayor, Authorized Signatory _____ Authorized Signatory
Y	M	D						
2019								

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 19th day of January, 2021.

BETWEEN:

, 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: 007-166-800
- Legal Description: Lot 74 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 January 19, 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 OF MONTREAL

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:

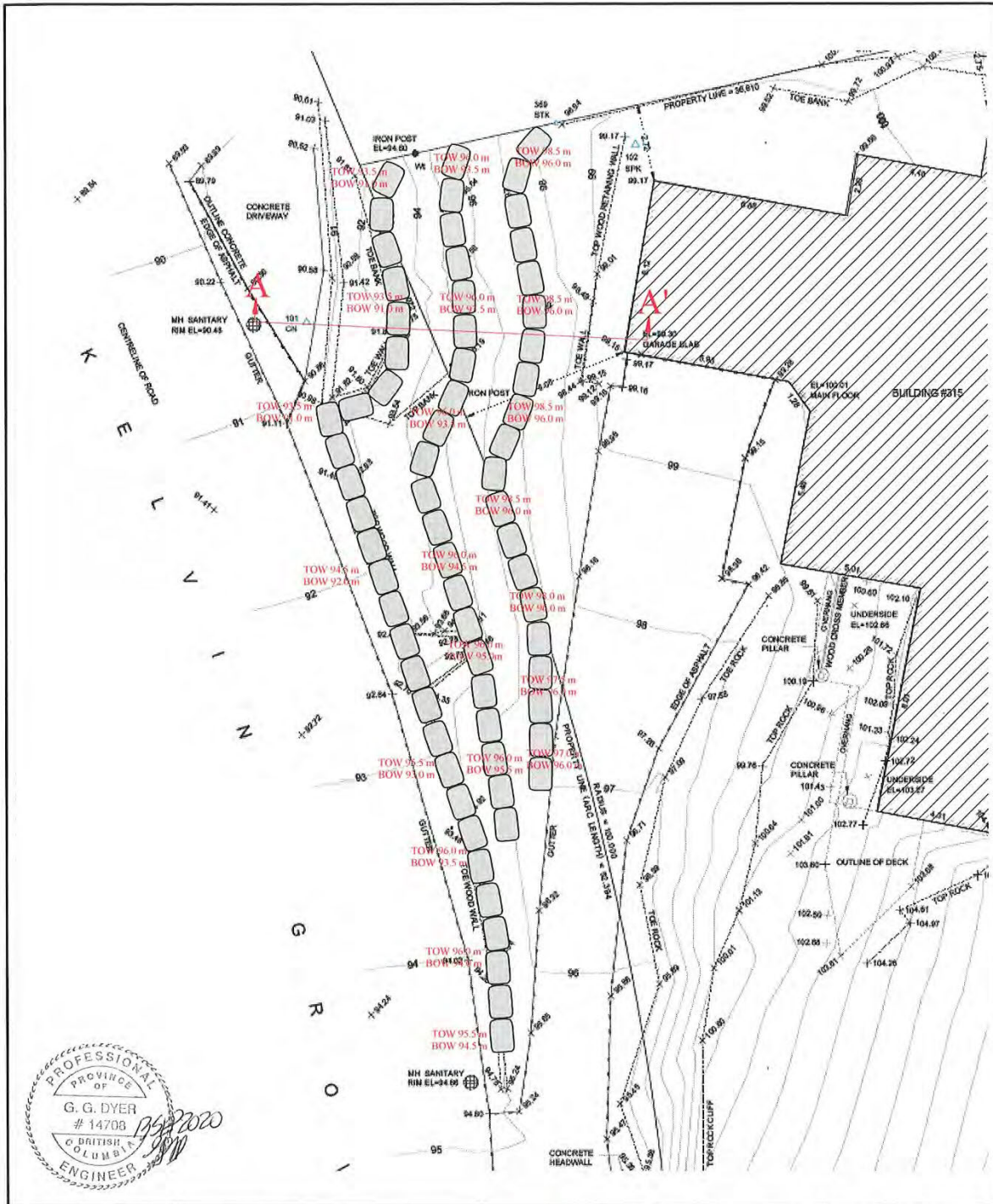
A. _____ (the "**Grantor**") is the owner of the parcel of land and premises located in the Village of Lions Bay and legally described in Item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "**Lands**");

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 CA2489179 ("**Prior Charge**");

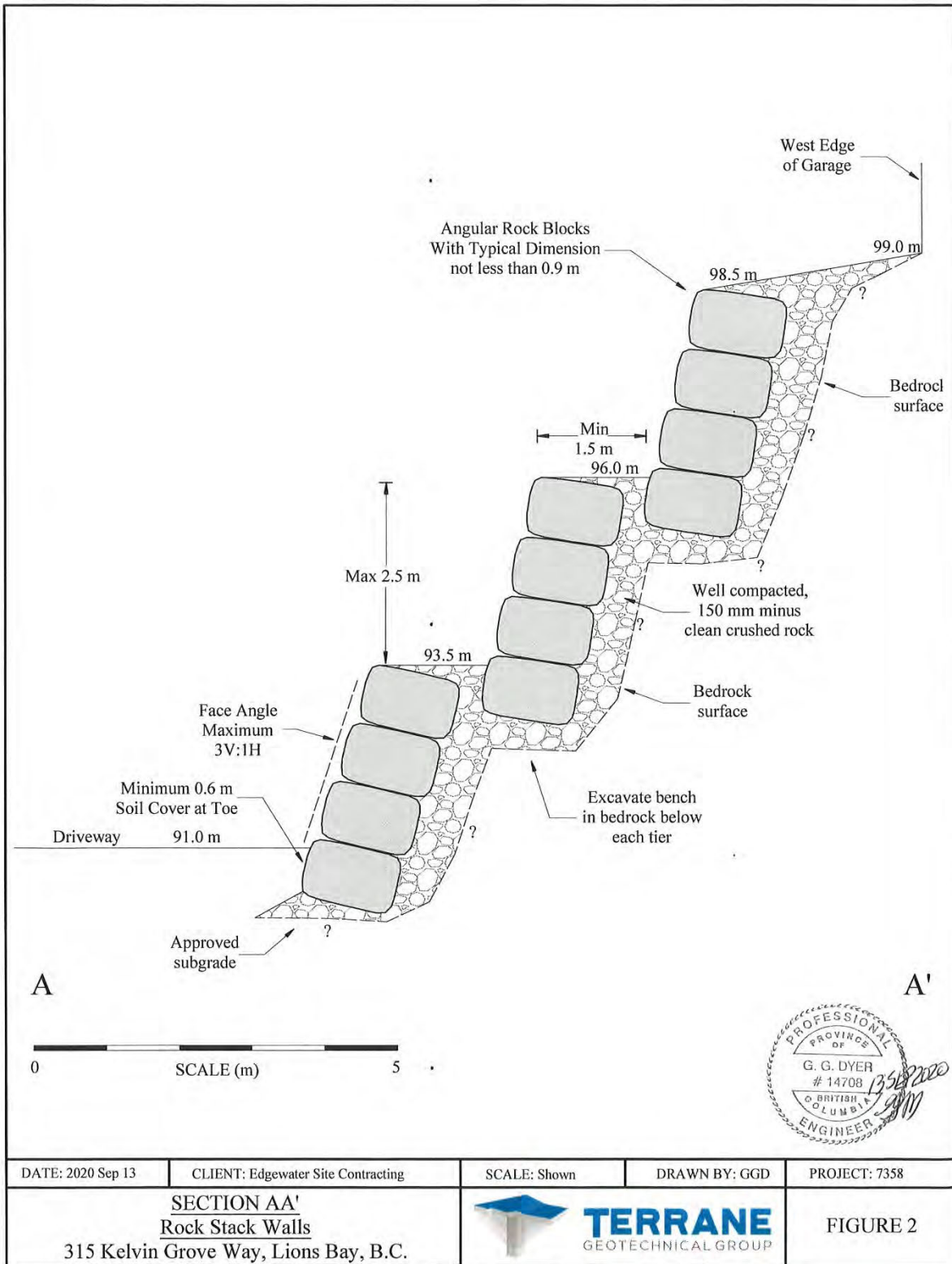
C. The Grantor has granted the Municipality a covenant in the form to which this Agreement is attached registered against title to the Lands in the Vancouver Land Title Office under number _____ (the "**Subsequent Charge**"),

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



DATE: 2020 Sep 13	CLIENT: Edgewater Site Contracting	SCALE: Shown	DRAWN BY: GGD	PROJECT: 7358
SITE PLAN Rock Stack Walls 315 Kelvin Grove Way, Lions Bay, B.C.				FIGURE 1



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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Report to Council		
Title	Information Report – BDO Planning Report		
Author	Pamela Rooke	Reviewed By:	Peter DeJong
Date	January 14, 2021	Version	-
Issued for	January 19, 2021 Regular Council Meeting		

RECOMMENDATION

THAT the Information Report “BDO Planning Report” be received for information purposes.

ATTACHMENTS

- Village of Lions Bay Audit Planning Report to the Mayor and Council

KEY INFORMATION

As part of the annual audit process, the Village’s external auditors, BDO Canada, issue an audit planning report to Mayor and Council for their review. The report highlights and explains key issues relevant to the audit of the financial statements for the year ended December 31, 2020. The 2020 year-end audit is scheduled for April 12 – 16.

FOLLOW UP ACTION

Staff will be available to respond to any questions at the January 19, 2021 Council meeting.



VILLAGE OF LIONS BAY
AUDIT PLANNING REPORT TO THE MAYOR AND COUNCIL

January 11, 2021

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EXECUTIVE SUMMARY



Your BDO Audit Team

Paul Fripp, CPA, CA will be the lead on the engagement team. Please refer to page 4 for contact information should you have any questions or concerns regarding the financial statement audit.



Timeline

See the [Audit Timeline](#) section of the report for the detailed milestones.



Key Audit Areas

Our audit is focused on key audit areas specific to your business and accounts. Specifically, we have identified the following areas on which to focus:

- ▶ Management override of internal controls
- ▶ Revenue recognition
- ▶ Assets held for sale



Materiality

Materiality for the current year audit will be based on revenues. Materiality is preliminarily set at \$120,000 for the year ended December 31, 2020.



Engagement Objectives

Our overall responsibility is to form and express an opinion on the financial statements. The performance of this audit does not relieve management or those charged with governance of their responsibilities. Please see the attached engagement letter in [Appendix C](#) for specific details regarding the scope of our work.



Fraud Discussion

Through our planning process, and prior **years' audits, we have developed** an understanding of your oversight processes. We are not currently aware of any fraud affecting the Village. Please see [Appendix F](#) for **clarification of the auditor's responsibilities** for detecting fraud.

If you are aware of changes to processes or are aware of any instances of actual, suspected or alleged fraud affecting the Village, we request that you provide us with this information.

YOUR DEDICATED BDO AUDIT TEAM

In order to ensure effective communication between the Mayor and Council and BDO Canada LLP, the contact details of the engagement team are outlined below. We attempt to provide continuity of service to our clients to the greatest extent possible in accordance with mandated partner rotation rules. When rotation is required for key members of the engagement team, we will discuss this matter with the Mayor and Council and determine the appropriate new individual(s) to be assigned to the engagement based on particular experience, expertise and engagement needs.

NAME	ROLE	PHONE NUMBER	EMAIL
Paul Fripp, CPA, CA	Engagement Partner	604.932-3799 ext: 1985	pfripp@bdo.ca
Darren Taylor, CPA, CA	Indirect Tax Partner	604.443.4725	dtaylor@bdo.ca
Kayan Yu, CPA, CA	Senior Assurance Manager	604.688.5421	kayu@bdo.ca

AUDIT TIMELINE

The following schedule outlines the anticipated timing of the audit of the financial statements of the Village.

As part of the year end Mayor and Council meeting, we will provide the Mayor and Council with a copy of our draft audit opinion, discuss our findings, including significant estimates utilized by management, accounting policies, financial statement disclosures, and significant transactions completed during the year. We will also report any significant internal control deficiencies identified during our audit and reconfirm our independence.



KEY AUDIT AREAS AND PLANNED RESPONSES

Based on our knowledge of the Village's business, our past experience, and knowledge gained from management and the Mayor and Council, we have identified the following key audit areas; those risks of material misstatement that, in our judgment, require special audit consideration.

Key audit areas arise mainly because of the complexity of the accounting rules, the extent of estimation and judgment involved in the valuation of these financial statement areas, and the existence of new accounting pronouncements that affect them. We request your input on the following key audit areas and whether there are any other areas of concern that the Mayor and Council has identified.

KEY AUDIT AREAS	RISKS NOTED	AUDIT APPROACH
Management Override of Internal Controls (Mandatory audit consideration)	The Village's current internal control systems could be subject to an override of existing controls by management resulting in unauthorized transactions or unauthorized adjustments to the accounting records.	Review of transactions recorded in the various ledgers for unusual or non-recurring adjustments not addressed by other audit procedures.
Revenue Recognition (Rebuttable audit risk area)	Accounting standards are complex and open to interpretation. There is a risk that revenue may be incorrectly deferred into future periods. Due to the nature of the Village's operations, our understanding of the entity, and our planning audit procedures, we have rebutted the mandatory risk assessment.	Grant funding will be confirmed through a review of the agreements, which ensures that the amounts recorded exist, are complete and are recorded accurately. Grant expenditures will also be reviewed to ensure that they meet the requirements per the grant agreement. Other revenues streams also contain revenue recognition issues which will be reviewed in accordance with latest revenue recognition standards.
Assets Held for Sale	The Village holds a parcel of land intended for sale. This raises a potential risk concerning the appropriate recognition of any gains or losses arising from any sales as well as the presentation and disclosure of these transactions.	We will review the disclosure of property transactions occurring during the year and the calculation of gains on sale.

Other Potential Key Audit Areas:

OTHER AUDIT AREAS	RISKS NOTED	AUDIT APPROACH
<p>Staff Salaries</p>	<p>A significant single type of expenditure that covers many employees and departments. As a municipality, this figure is often of particular interest to financial statement users (taxpayers).</p>	<p>We will review the processes over payroll, perform controls testing, and analytical review of staff salary and levels.</p>
<p>Employee Future Benefits</p>	<p>The Village has engaged an actuary to calculate its sick pay liability. There is a risk that the accrued liability at year end is not appropriately accounted for.</p>	<p>We will communicate directly the Village’s actuary to rely on their calculation of employee future benefits liability. We will assess employee data inputs and assumptions used by the actuary to determine overall reasonableness, as well as review the disclosure in the notes to the financial statements.</p>
<p>Operational Impacts of COVID-19</p>	<p>The global health crisis known as “COVID-19” continues to cause significant disruptions to workforces, financial markets, and the economy at large. Due to the nature of the Village’s operations, there may be impacts to financial reporting.</p>	<p>We will make enquires with management relating to the impact of COVID-19 to date, as well as other significant or unusual transactions that have occurred as a result of COVID-19.</p> <p>We will document and test, where appropriate, any new processes and controls that have been established as a result of remote work requirements, particularly where those controls are key to the prevention and detection/correction of material misstatements.</p> <p>We will review financial statement disclosures to ensure that the impact of COVID-19 is appropriate disclosed, as required.</p>

MATERIALITY



Misstatements, including omitted financial statement disclosures, are considered to be material if they, individually or in aggregate, could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

Judgments about materiality are made in light of surrounding circumstances and include an assessment of both quantitative and qualitative factors and can be affected by the size or nature of a misstatement, or a combination of both.

Preliminary materiality was determined to be \$120,000, based on 3% of normalized budgeted revenue.

Our materiality calculation is based on the Village's budgeted revenue. In the event that actual results vary significantly from those used to calculate preliminary materiality, we will communicate these changes to the Mayor and Council as part of our year end communication.

We will communicate all corrected and uncorrected misstatements identified during our audit to the Mayor and Council, other than those which we determine to be "clearly trivial". Misstatements are considered to be clearly trivial for purposes of the audit when they are inconsequential both individually and in aggregate.

We encourage management to correct any misstatements identified throughout the audit process.

USING THE WORK OF OTHERS

Experts

In order for us to perform adequate audit procedures on certain financial statement areas, we will be relying on the work of, and the report prepared by, George & Bell Consulting. Canadian generally accepted auditing standards require us to communicate with the expert. We propose to discuss the following with George & Bell Consulting:

- ▶ The objective and nature of our audit engagement and how we intend to use the expert's findings and report.
- ▶ **Our assessment of the significant and risk aspects of the engagement that will affect the expert's work.**
- ▶ The requirement to advise us if they have any relationship with the organization which could impair their judgment or objectivity in the conduct of their engagement.
- ▶ **The nature, timing and extent of the expert's work and our planned review of it, possibly including review of their working papers.**
- ▶ Confirmation that the assumptions used in their calculations are consistent with those used in the prior periods and with industry standards.
- ▶ Their obligation to advise BDO Canada LLP of any matters up to the estimated audit report date that may affect their calculations and their report.

We ask that the appropriate level of management to review the data provided to George & Bell Consulting and that they also review the assumptions used and results reported by the expert for reasonableness.

APPENDICES

Appendix A: BDO audit strategy

Appendix B: **Draft independent auditor's report**

Appendix C: Engagement letter

Appendix D: Communication requirements

Appendix E: Independence letter

Appendix F: Responsibilities

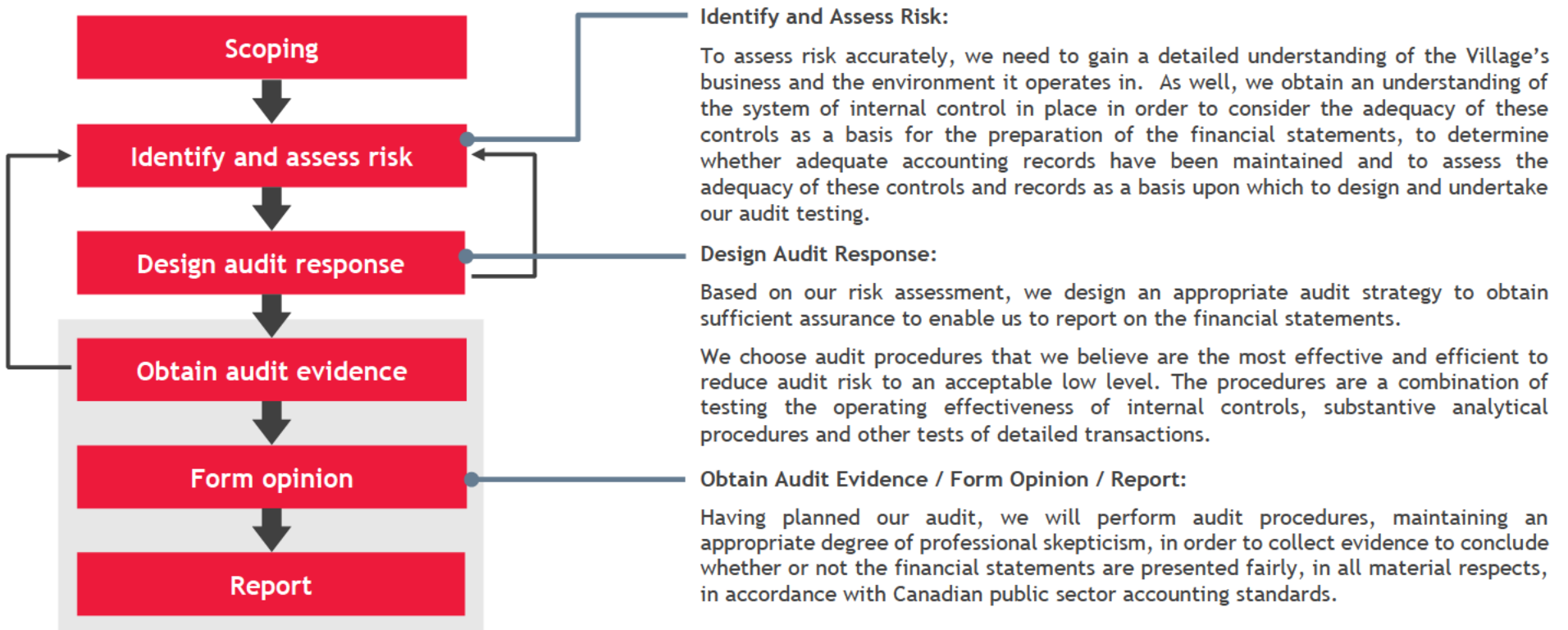
Appendix G: BDO resources

Appendix H: Changes in Accounting Standards with Potential to Affect Your Organization

APPENDIX A: BDO AUDIT STRATEGY

Our overall audit strategy involves extensive partner and manager involvement in all aspects of the planning and execution of the audit and is based on our overall understanding of the Village.

We will perform a risk-based audit which allows us to focus our audit effort on higher risk areas and other areas of concern for management and the Mayor and Council.



APPENDIX B: DRAFT INDEPENDENT AUDITOR'S REPORT

Independent Auditor's Report

To the Mayor and Council of the Village of Lions Bay

Opinion

We have audited the financial statements of the Village of Lions Bay (the "Village") which comprise the Statement of Financial Position as at December 31, 2020 and the Statements Operations, Changes in Net Financial Assets, and Cash Flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Village as at December 31, 2020 and its results of operations, changes in net financial assets, and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally-accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of this report. We are independent of the Village in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Village's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Village, or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Village's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally-accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally-accepted auditing standards we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the **purpose of expressing an opinion on the effectiveness of the Village's** internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt **on the Village's ability to continue** as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However future events or conditions may cause the Village to cease to continue as a going concern.
- **Evaluate the overall presentation, structure and content of the financial** statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants

Vancouver, British Columbia

DATE

APPENDIX C: ENGAGEMENT LETTER



Tel: 604-688-5421
Fax: 604-688-5132
www.bdo.ca

BDO Canada LLP
600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

December 8, 2019

Village of Lions Bay
Attention: Pam Rooke, CPA, CMA
400 Centre Road
PO Box 141
Lions Bay, British Columbia
V0N 2E0

Dear Sirs/Mesdames:

We understand that you wish for us to continue as the auditors of Village of Lions Bay for its fiscal year ended December 31, 2019 and subsequent years.

We are pleased to continue as your auditors subject to the terms and conditions of this Agreement, to which the attached Standard Terms and Conditions form an integral part. The definitions set out in the Standard Terms and Conditions are applicable throughout this Agreement. This Agreement will remain in place and fully effective for future years until varied or replaced by another relevant written agreement.

Paul Fripp, CPA, CA will be the Engagement Partner for the audit work we perform for you. The Engagement Partner will call upon other individuals with specialized knowledge to assist in the performance of services.

Our Role as Auditors

We will conduct our audit(s) in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements prepared in accordance with Canadian public sector accounting standards are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Our audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by you, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, whether by fraud or error, may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of your internal controls. However, we will communicate to you concerning any significant deficiencies in internal controls relevant to the audit of the financial statements that we have identified during the audit.



We will also communicate matters required by professional standards, to the extent that such matters come to our attention, to you, those charged with governance and/or the board of directors.

Reporting

Our audit will be conducted on the basis that the financial statements have been prepared in accordance with Canadian public sector accounting standards.

Our independent auditor's report will be substantially in the form set out in Canadian Auditing Standard (CAS) 700. The form and content of our report may need to be amended in the light of our audit findings. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and seek to resolve any differences of view that may exist.

Role of Management and Those Charged with Governance

You acknowledge and understand that you have responsibility for:

- (a) the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards. The audit of the financial statements does not relieve you of your responsibilities;
- (b) such internal controls as you determine are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- (c) providing us with:
 - access, in a timely manner, to all information of which you are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - additional information that we may request for the purpose of the audit;
 - unrestricted access to persons within the entity from whom we determine it is necessary to obtain audit evidence;
 - financial and non-financial information (other information) that will be included in document(s) containing financial statements and our audit report thereon prior to the date of our auditor's report. If it is not possible to provide all the other information prior to the date of our auditor's report, you are responsible for provision of such other information as soon as practicable; and
 - written confirmation concerning representations made to us in connection with the audit. If appropriate and adequate written representations are not provided to us, professional standards require that we disclaim an audit opinion.

Financial Statement Services

We will obtain your approval, if during the course of our engagement we:

- (a) prepare or change a journal entry; or
- (b) prepare or change an account code or a classification for a transaction.



These services create a threat to our independence. We, therefore, require that the following safeguards be put into place:

- (a) that you create the source data for all accounting entries;
- (b) that you develop any underlying assumptions for the accounting treatment and measurement of entries; and
- (c) that you review and approve the draft financial statements, including the notes to the financial statements.

Tax Services

Our audit is conducted primarily to enable us to express an opinion on the financial statements. The audit process is not designed to provide us with a full understanding of your tax situation and in particular, to allow us to determine whether the entity has specific tax compliance issues. We understand that you are not looking to BDO to provide you with any guidance or advice in regard to tax planning or compliance.

Additional Services

We are available to provide a wide range of services beyond those outlined in this Agreement. To the extent that any additional services that we provide to you that are not provided under a separate written engagement agreement, the provisions of this Agreement will apply to the services.

Fee Estimation

The estimated professional fee for this engagement is as follows:

Audit services: \$37,500

Our fees will be invoiced and payable as follows:

- \$9,000 interim payment;
- \$23,500 prior to issuance of assurance report; and
- \$5,000 within 10 days after issuance of our final invoice along with any additional required final payments.

We reserve the right to suspend our Services if any of our invoices become delinquent. Fees that are not paid within 30 days of an invoice or by a specified payment deadline will be considered delinquent.

For each future year we will issue a Summary of Services providing details of our Services and fees.

We will notify you on a timely basis if there are any circumstances we encounter which could significantly affect our initial estimate of professional fees.



Additional information relating to our fees is provided in the Standard Terms and Conditions.

Standard Terms and Conditions

A copy of our Standard Terms and Conditions is attached as Appendix 1. You should ensure that you read and understand them. The Standard Terms and Conditions include clauses that limit our professional liability.

Please sign and return the attached copy of this Agreement to indicate your agreement with it. If you have any questions concerning this Agreement, please contact us before signing it.


It is a pleasure for us to be of service and we look forward to many future years of association with you.

Yours truly,

BDO Canada LLP

Chartered Professional Accountants

Agreement of all the terms and conditions in this Agreement is hereby acknowledged by:

	<i>CAO</i>
_____ Signature	_____ Position

<i>Peter DeJong</i>	<i>January 17, 2020</i>
_____ Name (please print)	_____ Date

cc: Council



Appendix 1 - Standard Terms and Conditions

1. Overview and Interpretation

- 1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations or understandings, whether oral or written, with respect to Services. To the extent that any of the provisions of the accompanying letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

- 1.2 In this Agreement, the following words and expressions have the meanings set out below:

This Agreement - these Standard Terms and Conditions, the letter to which they are attached, and any supporting schedules or other appendices to the letter, and any Summary of Services letters issued in future years.

Services - the services provided or to be provided under this Agreement

We, us, our, BDO - refer to BDO Canada LLP, a Canadian limited liability partnership organized under the laws of the Province of Ontario

You, your - the party or parties contracting with BDO under this Agreement, including the party's or parties' management and those charged with corporate governance. You and your does not include BDO, its affiliates or BDO Member Firms

BDO Member Firm or Firms - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited

Confidential Information - information that contains identifying features that can be attributed to you or individual personnel

2. BDO Network and Sole Recourse

- 2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.
- 2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.
- 2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above as if they were a party to this Agreement.

3. Respective Responsibilities

- 3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.



- 3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.
4. **Working Papers and Deliverables**
- 4.1 **Ownership** - Any documents prepared by us, or for us, in connection with Services belong solely to us.
- 4.2 **Oral advice and draft deliverables** - You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
- 4.3 **Translated documents** - If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.
- 4.4 **Reliance by Third Parties** - Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any party other than you and any party to whom the assurance report is addressed. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.
- 4.5 **Consent to use the Report** - Nothing in this Agreement shall be construed as consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document and we expressly do not provide such consent. If you request consent for the use of our report, we will consider, at the relevant time, providing consent and any conditions that we may attach to such consent. Our consent must be in writing.
- 4.6 **Consent requests** - In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information is materially inconsistent with the related financial statements. Any consent request must be made on a sufficiently timely basis to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost and will be documented in a separate engagement letter.
5. **Confidentiality**
- 5.1 We agree to use Confidential Information provided by you only in relation to the Services in connection with which the information is provided and we will not disclose the information, except where required by law, regulation or professional obligation. We may however, give Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing Services. Any party to whom we subcontract work will be required to keep Confidential Information confidential either by professional obligation or contract with us. Any BDO Member Firms or other subcontractors we use will be bound by the same confidentiality obligations.
- 5.2 BDO shall be entitled to include a description of the work we render to or for you in marketing and research materials and disclose such information to third parties, provided that all such information will be made anonymous and not associated with you. Additionally, we may analyze information on an industry or sector basis for internal



purposes or to provide industry/sector wide information to our clients or potential clients. You consent to our using information obtained from you in this way provided that the outputs therefrom will not contain any identifying features that can be attributed to you.

6. Independence

- 6.1 Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to our clients in the performance of our Services. We will communicate to you any relationships between BDO (including its related entities) and you that, in our professional judgment, may reasonably be thought to bear on our independence.

7. Offers of Employment

- 7.1 Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence. Your recruitment of an engagement team member from the current or prior year's engagement may compromise our independence and our ability to render agreed Services to you. Engagement team members may include current and former partners and staff of BDO, other BDO Member Firms and other firms who work under our direction. Therefore, you agree to inform us prior to any such discussions so that you and we can implement appropriate safeguards to maintain our independence.

8. Professional and Regulatory Oversight

- 8.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this Agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.
- 8.2 Certain regulatory bodies may also have the right to conduct investigations of you, including the Services provided by us. To the extent practicable and permitted by law, we will advise you of any such investigation request or order prior to providing our working papers.
- 8.3 You agree to reimburse us for our time and expenses, including reasonable legal fees, incurred in responding to any investigation that is requested or authorized by you or investigations of you undertaken under government regulation or authority, court order or other legal process.

9. Privacy and Consents

- 9.1 You agree we will have access to all personal information in your custody that we require to complete our engagement. We may collect, use, transfer, store, or process such information disclosed by you of a personal nature (personal information). Our Services are provided on the understanding that:
- (a) you have obtained any consents for collection, use and disclosure to us of personal information required under all applicable privacy legislation; and
 - (b) we will hold all personal information in compliance with our Privacy Statement.



10. Electronic Communications

- 10.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.
- 10.2 By signing this agreement, you provide BDO with express consent to communicate with you and your employees, as applicable, electronically, including sending BDO newsletters, publications, announcements, invitations and other news and alerts that may be of interest to you. You and your employees may withdraw such consent at any time by contacting BDO at www.bdo.ca/unsubscribe.

11. Limitation of Liability

- 11.1 In any dispute, action, claim, demand for losses or damages arising out of the Services performed by BDO pursuant to this Agreement, BDO shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 11.2 Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 11.3 You agree that BDO shall in no event be liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Services performed hereunder for an aggregate amount of more than the higher of:
- (a) three times the fees paid by you to BDO in the twelve months preceding the incident giving rise to the claim; and
 - (b) \$25,000.
- 11.4 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 11.5 You agree claims or actions relating to the delivery of Services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.

12. Indemnity

- 12.1 To the fullest extent permitted by applicable law and professional regulations, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:



- (a) a misrepresentation by a member of your management or board of directors, regardless of whether such person was acting in your interest;
- (b) the Services performed by BDO pursuant to this Agreement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the gross negligence of BDO. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by you, failing which, the matter may be referred to dispute resolution in accordance with the terms of this Agreement.

13. Alternative Dispute Resolution

- 13.1 Both parties agree that they will first attempt to settle any dispute arising out of or relating to this Agreement or the Services provided hereunder through good faith negotiations.
- 13.2 In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation pursuant to the National Mediation rules of the ADR Institute of Canada Inc. All disputes remaining unsettled for more than 60 days following the parties first meeting with a mediator or such longer period as the parties mutually agree upon shall be subject to arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada Inc. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision. The parties hereby waive any such right of appeal which may otherwise be provided for in any provincial arbitration statute made applicable under the National Arbitration Rules.

14. Limitation Period

- 14.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware or ought reasonably to have become aware of the facts giving rise to any such claim.
- 14.2 You shall in no event make any claim relating to the Services or otherwise under this Agreement later than two years after the completion of the Services under this Agreement.
- 14.3 To the extent permitted by law, the parties to this Agreement agree that the limitation periods established in this Agreement replace any limitation periods under any limitations act and/or any other applicable legislation and any limitation periods under any limitations act and/or any other applicable legislation shall not alter the limitation periods specified in this Agreement.

15. Québec Personnel

- 15.1 We may sometimes have individual partners and employees performing Services within the Province of Québec who are members of the Ordre des comptables professionnels agréés du Québec. Any such members performing professional services hereunder assumes full personal civil liability arising from the practice of their profession, regardless of their status within our partnership. They may not invoke the liability of our partnership as grounds for excluding or limiting their own liability. The provisions in Sections 11 (Limitation of Liability) and 14 (Limitation Period) shall therefore not apply to limit the personal civil liability of partners and employees who are members of the Ordre des comptables professionnels agréés du Québec.



16. Termination

- 16.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).
- 16.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all Services performed up to the date of termination, including Services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

17. Fees and Billings

- 17.1 Our estimated fee is based on an assumed level of quality of your accounting records, the agreed upon level of preparation and assistance from your personnel and adherence to the agreed-upon timetable. Our estimated fee also assumes that your financial statements are in accordance with the applicable financial reporting framework and that there are no significant new or changed accounting policies or issues or internal control or other reporting issues. We will inform you on a timely basis if these factors are not in place.
- 17.2 Should our assumptions with respect to the quality of your accounting records be incorrect or should the conditions of the records, degree of cooperation, results of audit procedures, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates.

[Click here if the delay penalties clause should be removed](#)

Delays in providing the complete list of agreed upon working papers/schedules to BDO will result in additional fees as follows:

- 1 week delay - additional 5% of estimated fees
- 1 month delay - additional 20% of estimated fees

Should a delay occur, we cannot guarantee completion of our work by your deadline.

- 17.3 Our professional fees will be based on our billing rates which depend on the means by which and by whom our Services are provided. We also will bill you for our out-of-pocket expenses, our administrative charge (described below), and applicable Goods and Services Sales Tax, Harmonized Sales Tax, Quebec Sales Tax and Provincial Sales Tax.
- 17.4 Our administrative charge is calculated as a percentage of our professional fee and represents an allocation of estimated costs associated with our technology infrastructure, telephone charges, photocopying and some support staff time costs.
- 17.5 Our accounts are due when rendered and invoiced amounts are deemed to be earned when paid. BDO may suspend the performance of Services in the event that you fail to pay an invoice when it is due. Interest may be charged at the rate of 12% per annum on all accounts outstanding for more than 30 days.

18. Governing Laws

- 18.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of the province or



territory in which BDO's principal Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

19. Entire Agreement and Survival

- 19.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. It is understood that this Agreement will not be superseded by any contract with us for other specific services that are not of the same scope as the Services contemplated in this Agreement, unless the other contract explicitly references this Agreement and an intent to supersede it.
- 19.2 The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.

20. Force Majeure

- 20.1 We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

21. Assignment

- 21.1 No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.

22. Severability

- 22.1 If a court or regulator with proper jurisdiction determines that a provision of this Agreement is invalid, then the provision will be interpreted in a way that is valid under applicable law or regulation. If any provision is invalid, the rest of this Agreement will remain effective.

Version: 201909

APPENDIX D: COMMUNICATION REQUIREMENTS

Required Communication	Audit Planning Presentation	Audit Results Presentation	Communication Completed
1. Our responsibilities under Canadian GAAS	✓		Y
2. Our audit strategy and audit scope	✓		Y
3. Fraud risk factors	✓		Y
4. Going concern matters		✓	N
5. Significant estimates or judgments		✓	N
6. Audit adjustments		✓	N
7. Unadjusted misstatements		✓	N
8. Omitted disclosures		✓	N
9. Disagreements with Management		✓	N
10. Consultations with other accountants or experts		✓	N
11. Major issues discussed with management in regards to auditor retention		✓	N
12. Significant difficulties encountered during the audit		✓	N
13. Significant deficiencies in internal control		✓	N
14. Material written communication between BDO and Management		✓	N
15. Any relationships which may affect our independence	✓		Y
16. Any illegal acts identified during the audit		✓	N
17. Any fraud or possible fraudulent acts identified during the audit		✓	N
18. Significant transactions with related parties not consistent with ordinary business		✓	N
19. Non-compliance with laws or regulations identified during the audit		✓	N
20. Limitations of scope over our audit, if any		✓	N
21. Written representations made by Management		✓	N
22. Any modifications to our opinion, if required		✓	N

APPENDIX E: INDEPENDENCE LETTER

January 11, 2021

Members of the Mayor and Council
Village of Lions Bay

Dear Mayor and Council Members:

We have been engaged to audit the financial statements of Village of Lions Bay **(the “Village”)** for the year ended December 31, 2020.

Canadian generally accepted auditing standards (GAAS) require that we communicate at least annually with you regarding all relationships between the Village and our Firm that, in our professional judgment, may reasonably be thought to bear on our independence.

In determining which relationships to report, we have considered the applicable legislation and relevant rules and related interpretations prescribed by the appropriate provincial institute/order, covering such matters as:

- Holding a financial interest, either directly or indirectly in a client;
- Holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client;
- Personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client;
- Economic dependence on a client; and
- Provision of services in addition to the audit engagement.

We have prepared the following comments to facilitate our discussion with you regarding independence matters arising since April 29, 2020, the date of our last letter.

We are not aware of any relationships between the Village and our Firm that, in our professional judgment, may reasonably be thought to bear on independence that have occurred from April 29, 2020 to the date of this letter.

We hereby confirm that we are independent with respect to the Village within the meaning of the Code of Professional Conduct of the Chartered Professional Accountants of British Columbia as of the date of this letter.

This letter is intended solely for the use of the Mayor and Council and management and should not be used for any other purposes.

Yours truly,



Paul Fripp, CPA, CA
Partner through a corporation
BDO Canada LLP
Chartered Professional Accountants

APPENDIX F: RESPONSIBILITIES

It is important for the Mayor and Council to understand the responsibilities that rest with the Village and its management, those that rest with the external auditor, and the responsibilities of those charged with governance. BDO’s responsibilities are outlined below and within the annual engagement letter dated December 8, 2019.

AUDITOR’S ENGAGEMENT OBJECTIVES

Our overall objective is to express an opinion as to whether the financial statements present fairly, in all material respects, the financial position, financial performance and cash flows of the Village in accordance with Canadian public sector accounting standards.

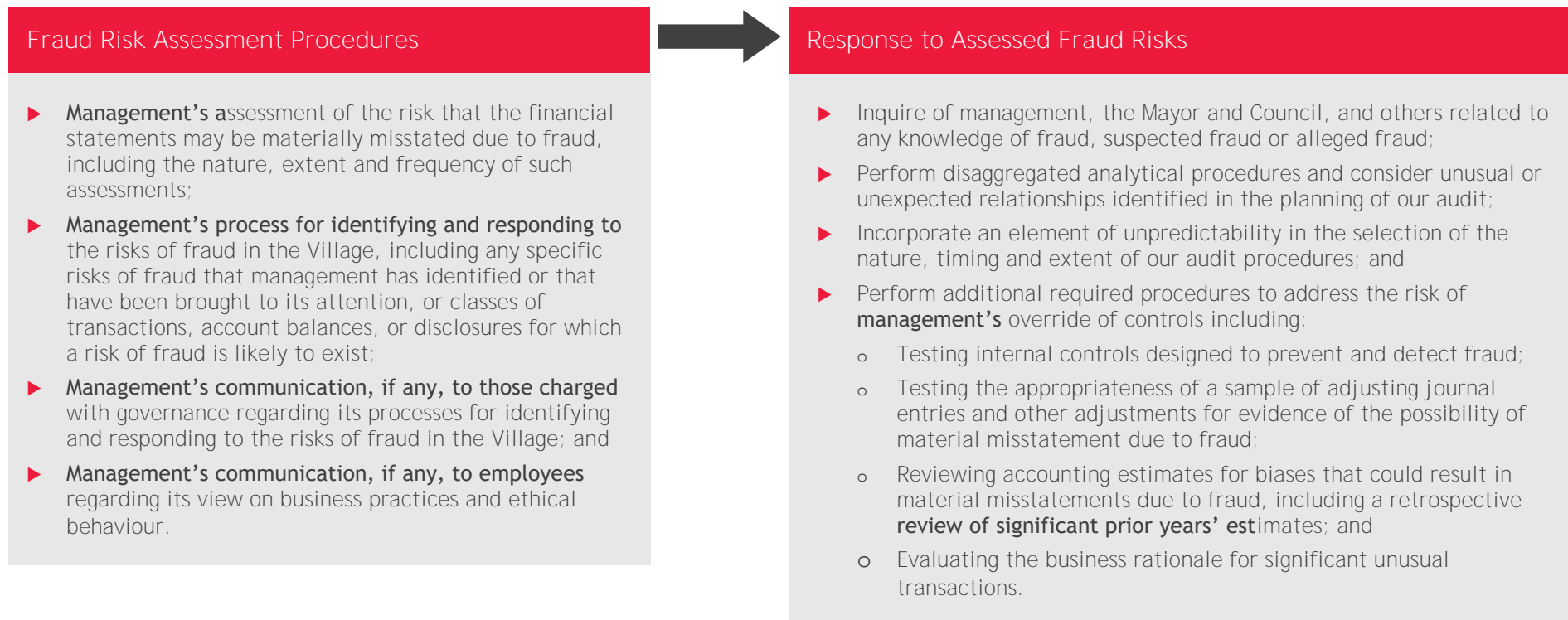
Year-End Audit Work	Other Information
<ul style="list-style-type: none"> ▶ Work with management towards the timely issuance of financial statements. ▶ Provide timely and constructive management letters. This will include deficiencies in internal control identified during our audit. ▶ Present significant findings to the Mayor and Council including key audit and accounting issues, any significant deficiencies in internal control and any other significant matters arising from our work. 	<ul style="list-style-type: none"> ▶ Read the other information included in the Village’s Annual Report to identify material inconsistencies, if any, with the audited financial statements.
	Year-Round Work
	<ul style="list-style-type: none"> ▶ Consult regarding accounting and reporting matters as requested throughout the year.

AUDITOR’S RESPONSIBILITIES FOR DETECTING FRAUD

We are responsible for planning and performing the audit to obtain reasonable assurance that the financial statements are free of material misstatements, whether caused by error or fraud, by:

- ▶ Identifying and assessing the risks of material misstatement due to fraud;
- ▶ Obtaining sufficient and appropriate audit evidence regarding the assessed risks of material misstatement due to fraud, through designing and implementing appropriate responses; and
- ▶ Responding appropriately to fraud or suspected fraud identified during the audit.

The likelihood of not detecting a material misstatement resulting from fraud is higher than the likelihood of not detecting a material misstatement resulting from error because fraud may involve collusion as well as sophisticated and carefully organized schemes designed to conceal it.

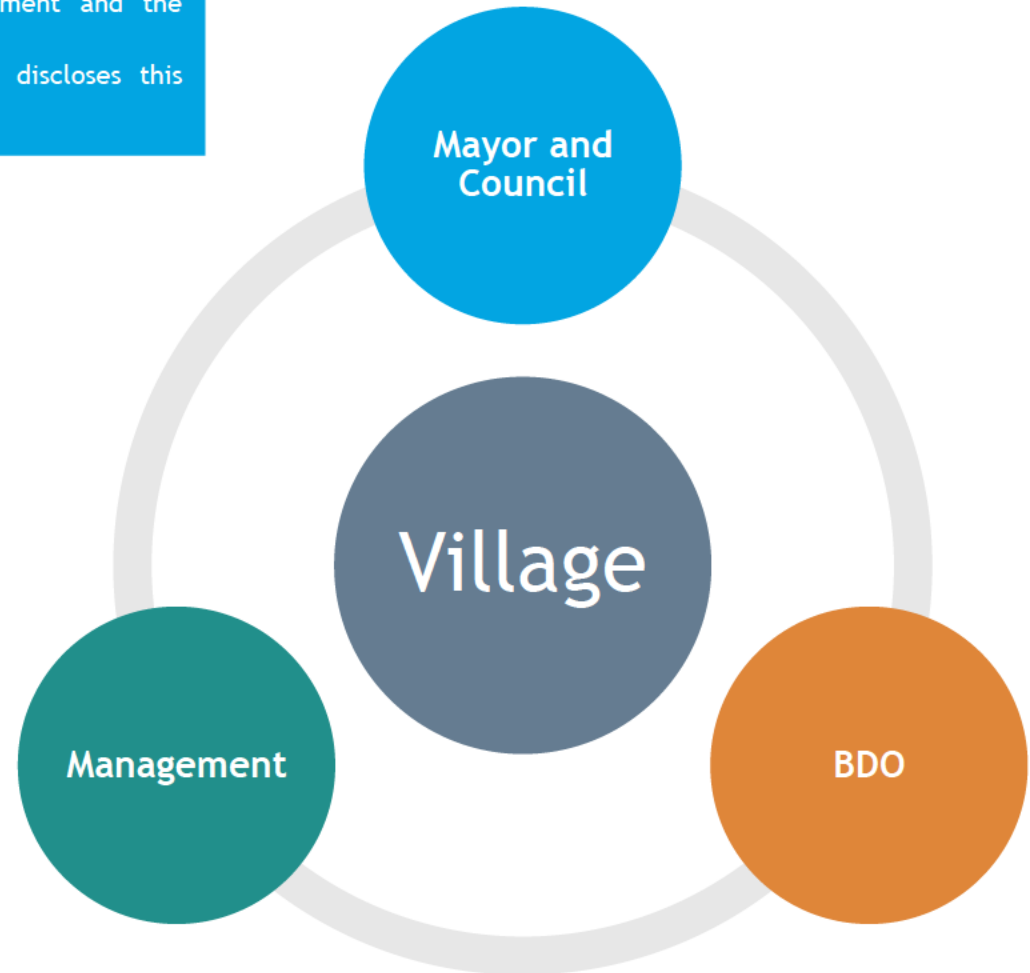


RESPONSIBILITIES OF COUNCIL

- ▶ Oversee the work of the external auditor engaged for the purpose of issuing an independent auditor's report.
- ▶ Facilitate the resolution of disagreements between management and the external auditor regarding financial reporting matters.
- ▶ Review the financial statements before the Village publicly discloses this information.

MANAGEMENT RESPONSIBILITIES

- ▶ Maintain adequate accounting records and maintain an appropriate system of internal control for the Village.
- ▶ Select and consistently apply appropriate accounting policies.
- ▶ Prepare the annual financial statements in accordance with Canadian public sector accounting standards.
- ▶ Safeguard the Village's assets and take reasonable steps for the prevention and detection of fraud and other irregularities.
- ▶ Make available to us, as and when required, all of the Village's accounting records and related financial information.



APPENDIX G: BDO RESOURCES

BDO is a leading provider of professional services to clients of all sizes in virtually all business sectors. Our team delivers a comprehensive range of assurance, accounting, tax, and advisory services, complemented by a deep industry knowledge gained from nearly 100 years of working within local communities. As part of the global BDO network, we are able to provide seamless and consistent cross-border services to clients with global needs. Commitment to knowledge and best practice sharing ensures that expertise is easily shared across our global network and common methodologies and information technology ensures efficient and effective service delivery to our clients.

PUBLIC SECTOR RESOURCE CENTRE

BDO Canada has created the Public Sector Resource Centre to assist our clients in navigating the risks and opportunities facing the industry. With topics ranging from governance to CRM systems, from strategic planning to fraud prevention, and from crisis management to commodity taxes, our Resource Centre is available to assist management and boards of Public Sector organizations of all sizes.

Specific resources and articles include “Cloud Priorities and COVID Wave 2”, “Cyber Security for Home Networks” and “How You Can Help Manage Your People As Their Anxieties Rise Amid A Second Wave?”

Please access the Public Sector Resource Centre at the following link:

<https://www.bdo.ca/en-ca/industries/public-sector/overview/>

BDO INSIGHTS

BDO Canada has curated articles on a number of topics and across industries in our BDO Insights page (<https://www.bdo.ca/en-ca/insights/>). Articles can be filtered by industry or service area. In particular the following topical articles have been added for our public sector clients in relation to the current environment:

- [COVID-19: Financial Reporting Implications for the Public Sector](#)
- [Business Not As Usual: Resuming the Public Sector in the New Normal](#)

Please follow the above links to access the articles.

APPENDIX H: CHANGES IN ACCOUNTING STANDARDS WITH POTENTIAL TO AFFECT YOUR ORGANIZATION

The following summarizes the status of new standards and the changes to existing standards as of the fall of 2020. The Appendix also reviews Exposure Drafts, Statements of Principles, Projects and Post Implementation Reviews that provide information on the future direction of CPA Public Sector Accounting Handbook.

NEW STANDARDS NOT YET IN EFFECT

Section PS 3400 Revenue

(effective years beginning on or after April 1, 2023 - date revised due to COVID)

This section is related to revenue recognition principles that apply to revenues of governments and government organizations other than government transfers and tax revenue.

The Public Sector Accounting Handbook has two Sections that address two major sources of government revenues, government transfers and tax revenue. Revenues are defined in Section PS 1000, Financial Statement Concepts. Recognition and disclosure of revenues are described in general terms in Section PS 1201, Financial Statement Presentation.

This section addresses recognition, measurement and presentation of revenues that are common in the public sector. It is less complex than the comparable new IFRS standard, although generally consistent in philosophy.

This new Section will be effective for fiscal years beginning on or after April 1, 2023. Earlier adoption is permitted.

Section PS 3280, Asset Retirement Obligations

(effective years beginning on or after April 1, 2022 - date revised due to COVID)

This new Section establishes standards on how to account for and report a liability for asset retirement obligations. The main features of the new Section are:

- An asset retirement obligation is a legal obligation associated with the retirement of a tangible capital asset.
- Asset retirement costs associated with a tangible capital asset controlled by the entity increase the carrying amount of the related tangible capital asset (or a component thereof) and are expensed in a rational and systematic manner.
- Asset retirement costs associated with an asset no longer in productive use are expensed.
- Measurement of a liability for an asset retirement obligation should result in the best estimate of the amount required to retire a tangible capital asset (or a component thereof) at the financial statement date.
- Subsequent measurement of the liability can result in either a change in the carrying amount of the related tangible capital asset (or a component thereof), or an expense, depending on the nature of the re-measurement and whether the asset remains in productive use.

- A present value technique is often the best method with which to estimate the liability.
- As a consequence of the issuance of Section PS 3280:
 - editorial changes have been made to other standards; and
 - Section PS 3270, Solid Waste Landfill Closure and Post-Closure Liability has been withdrawn.

This Section applies to fiscal years beginning on or after April 1, 2022. Earlier adoption is permitted.

Section PS 3270 will remain in effect until the adoption of Section PS 3280 for fiscal periods beginning on or after April 1, 2022, unless a public sector entity elects earlier adoption.

This is one of the most significant new standards in years and will require considerable staff time in most entities to prepare for compliance. BDO has tools and resources to assist in this regard including our ARO Implementation Checklist.

Financial Instruments Narrow Scope Amendments (effective years beginning on or after April 1, 2022 - date revised due to COVID)

As the name implies, these amendments are quite narrow in scope and will not impact many entities.

The amendments are intended to:

- clarify how to deal with financial instruments intended to maintain orderly conditions for the circulation of the Canadian dollar (will impact Federal Government only)
- change treatment of bond repurchases such that will not always be an immediate extinguishment of debt
- clarifies and simplifies certain transitional provisions

An Exposure Draft was issued in January 2019 and a Final Standard was issued in March 2020.

EXPOSURE DRAFTS PENDING

Purchased Intangibles: Narrow Scope Amendments

This project came together quickly as a result of a submission to the Public Sector Accounting Discussion Group. An Exposure Draft was issued in November 2019 and comments closed January 31, 2020. It is expected that PSAB will approve the amendments in fall 2020.

The main features of these amendments will be to:

- remove the recognition prohibition on purchased intangibles from Section PS 1000;
- remove the disclosure requirements from Section PS 1201 relating to purchased intangibles not recognized; and thus,
- allow for the recognition of purchased intangibles in public sector financial statements.

Public Private Partnerships

This project has been underway since 2014 and is nearing completion. PSAB is currently deliberating feedback received on the exposure draft which closed at the end of February 2020.

The exposure draft recommends the following:

- **an asset would be recorded when the public sector entity controls:**
 - the purpose and use of the infrastructure;
 - access to the infrastructure; and
 - any significant interest accumulated in the infrastructure when the public private partnership's term ends.
- asset to be recorded at cost/fair value -- usually based on present value of future payments related to construction/acquisition of asset
- record liability at same amount as asset
- liability a financial liability when cash/asset consideration, but if non-financial consideration may be:
 - a non-financial liability such as unearned revenue
 - or if no performance obligations may be immediate recognition of proceeds from grants of rights for use
- where a liability is recorded, it should be reduced as performance obligations are settled
- fairly detailed disclosure requirements

Concepts Underlying Financial Performance

This project includes both the "Conceptual Framework" and "Reporting Model" related to it. It is also nearing completion with an Exposure Draft expected in January 2021.

The existing Conceptual Framework found in Sections PS 1000, Financial Statement Concepts and PS 1100, Financial Statement Objectives will be replaced by 10 new chapters. Because the Conceptual Framework is used to develop generally accepted accounting principles (GAAP) but is not considered GAAP itself, there is not expected to be immediate impact from the introduction of the Conceptual Framework. It will, however, influence future Standards development so it is important that the concepts and principles be understood and considered.

Further a new Reporting Model will come along to amend and/or replace PS 1201, Financial Statement Presentation. It is expected that the new Reporting Model will allow better flexibility for application of PSAS to financial statements of government organizations and general improvements to aid understanding of financial statements. In particular, potential options for presentation of endowment investments and related fund balances.

CONSULTATION PAPERS AND INVITATIONS TO COMMENT

Review of International Strategy

On May 5, 2020, PSAB voted to approve **“Option 2 - Adapt IPSAS principles when developing future standards,”** as described in Consultation Paper 2, **“Reviewing PSAB’s Approach to International Public Sector Accounting Standards.”** This decision resulted from extensive consultation with Canadian stakeholders. The Board initiated the project through its 2017-2021 Strategic Plan, **“Review of PSAB’s Approach to International Public Sector Accounting Standards.”**

Option II: Adapt IPSAS principles when developing future standards. PSAB would continue to develop PSAS, but future standards would be based on principles **in existing individual IPSAS as each is considered by PSAB. The Board would establish a “Criteria for Modifying Principles”** document to provide guidance on when departures from IPSAS principles **in a standard under consideration are permitted. The Board’s conceptual framework and financial reporting model** would continue as the foundation for Canadian public sector generally accepted accounting principle (GAAP). So, a departure from principles in an individual **IPSAS would be required if they conflict with the Board’s framework or model. Changes to GAAP under this option would occur prospectively, and the Board’s** due process would be modified to incorporate the Criteria for Modifying Principles. Given that future PSAS would be based on principles in existing individual IPSAS, there would be an increased focus toward influencing the principles under development for new IPSAS.

Government Not-for-Profit Strategy

When government not-for-profits were brought into the PSA Handbook they were given the option of applying PSAS standards or PSAS standards in conjunction **with the “4200 Series” of standards that mirror Part III of the CPA Handbook. It was always recognized that the 4200 Series** was likely a stop-gap measure with additional **NPO-specific standards being brought into the “regular” PSA Handbook. The need to review the GNFPO strategy become more urgent** with several provinces mandating that their organizations not use the 4200 series.

This is a difficult area because of the fact that many GNFPOs operate quite differently than governments do and therefore do not fit well into a government financial reporting model. Moreover, not-for-profit organizations that are not government controlled follow different standards than GNFPOs do (particularly those GNFPOs that do not use 4200 series) which makes comparisons between some entities difficult.

PSAB has recognized the issues facing the GNFPO sector and has created a GNFPO Strategy Committee to guide it through a process of developing improved guidance for GNFPOs. Retired BDO partner Bill Cox is the Chair of this committee. The committee issued its first Consultation Paper in May 2019 which was mostly fact-finding. A second consultation paper will be issued in January 2021 which will include options and a recommended strategy. The recommendation **will be for GNFPOs to go “full PSAS” but that as part of this process the** existing PS 4200 standards will be reviewed on a standard by standard basis. Each existing 4200 standard will either be brought in to amend or supplement PSA standards or be discarded.

Employment Benefits

The existing Employee Benefits standards in PS 3250, Retirement Benefits and PS 3255, Post-employment Benefits are some of the older standards currently existing in the PSA Handbook. Quite frankly, they have not kept pace with the changes that have occurred in the industry. New concepts such as "Target-Benefit Plans" and "Shared-Risk Plans" do not fit in neatly to existing standards.

In recognition of the wide scope of review required to modernize these standards, PSAB had broken initial review into three different sections:

- **Deferral Provisions (Invitation to Comment issued in November 2016)**
- **Discount Rate Guidance (Invitation to Comment issued in November 2017)**
- **Non-Traditional Pension Plans (Invitation to Comment issued in October 2018)**

However, in late 2019 all projects in this area were curtailed for re-evaluation.

In mid-2020 the project was rebooted with a revised approach. The revised approach focuses on addressing the previously identified key issues using a multi-release strategy. Given the reboot, it is too early to predict where this project might be headed.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Information Report to Council		
Title	2021 Draft Water, Solid Waste and Sewer Budgets		
Author	Pamela Rooke	Reviewed By:	Peter DeJong
Date	January 14, 2021	Version	
Issued for	January 19, 2021 Regular Council Meeting		

RECOMMENDATION

THAT the report “2021 Draft Water, Solid Waste and Sewer Budgets” be received for information purposes.

ATTACHMENTS

1. 2021 Draft Water, Solid Waste and Sewer Budgets

KEY INFORMATION

The attached 2021 draft budgets provide the details and backup for the calculation of the user rates that will form the basis of the Water, Solid Waste and Sewer Bylaws that are scheduled for 1st, 2nd and 3rd reading at the February 9, 2021 Council Meeting.

FOLLOW UP ACTION

Staff will be available to respond to any questions at the January 19, 2021 Council meeting. The draft budgets will be reviewed again at the February 9, 2021 meeting prior to the three readings of the bylaws.

Village of Lions Bay 2021 Draft Water Budget

	2019 Actual	YTD Actual 2020	2020 Budget	2021 Budget	Change	%	Notes
Parcel Tax Brunswick Beach	10,585	10,585	10,585	10,585	-	0.0%	
Water User Rates	879,494	925,127	925,126	952,880	27,754	3.0%	1
Secondary Suite Fees	18,289	18,571	20,000	19,129	(871)	-4.4%	2
Connection Fees	13,891	1,854	-	600	600	n/a	
CWWF Grant	1,641,372	203,570	303,838	234,811	(69,027)	-22.7%	3
Other Grants	2,550	-	-	-	-	n/a	
Loan Proceeds	-	600,000	600,000	-	(600,000)	-100.0%	
Other - MFA Actuarial Gain	22,869	-	25,952	29,156	3,203	12.3%	
Total Revenues	2,542,829	1,759,706	1,885,501	1,247,161	(638,341)	-33.9%	
Amortization	156,892	201,880	201,912	211,880	9,968	4.9%	
Communications	2,787	2,799	2,900	2,900	-	0.0%	
Interest Payments	57,336	57,018	64,728	68,632	3,904	6.0%	
Insurance	26,649	35,175	35,175	37,989	2,814	8.0%	
Maintenance	56,719	127,682	107,665	118,730	11,065	10.3%	4
Material, Supplies and Equipment	51,269	21,856	46,000	48,800	2,800	6.1%	
Professional Fees / Contract Services	54,310	18,692	65,000	108,000	43,000	66.2%	5
Salaries and Benefits	302,510	329,593	365,015	397,468	32,453	8.9%	6
Sundry	15,829	22,748	18,500	20,000	1,500	8.1%	
Training / Professional Development	3,842	3,318	4,750	5,500	750	15.8%	
Utilities	11,620	12,782	12,750	14,250	1,500	11.8%	
Internal Allocations	55,000	55,000	55,000	55,000	-	0.0%	
Total Expenditures	794,763	888,543	979,395	1,089,149	109,754	11.2%	
Surplus / (Deficit)	1,748,065	871,163	906,106	158,011			
Amortization	156,892	201,880	201,912	211,880			

**Village of Lions Bay
2021 Draft Water Budget**

	2019 Actual	YTD Actual 2020	2020 Budget	2021 Budget	Change	%	Notes
MFA Actuarial Gain on Debt	(19,902)	(22,869)	(25,952)	(29,156)			
Cash Surplus	1,885,055	1,050,174	1,082,066	340,736			
Capital Expenditures			(1,145,070)	(728,207)			7
Repayment of Debt Principal			(63,019)	(87,874)			
Draw from (to) Surplus (loan)			62,232	465,396			
Draw from Surplus (re-budget)			6,000	33,450			8
Transfer (from) to Water Surplus			(57,791)	23,501			

Notes:

- The revenue includes a 3.0% increase in user rates (equates to a \$50 increase over 2020 rates per household).
- Secondary suite fees are based on the actual number of suites paid in 2020 (28).
- The Clean Water Wastewater Fund (CWWF) grant revenue and related capital expense have been re-budgeted for 2021 (for the PRV project).
- Budget includes increased UV Reactor maintenance, settlement chamber cleaning (done every 3-5 years) and a program to install Storz connections on our fire hydrants (multi-year program).
- Budget is comprised of:

Rock Slope Remediation	20,000	
UBC Hydrology Study Contribution	10,000	(\$8k re-budget)
Upper Bayview Watermain - Survey/Design (60%)	54,000	
General Contract Services	12,000	
Water Testing	12,000	108,000

**Village of Lions Bay
2021 Draft Water Budget**

2019 Actual	YTD Actual 2020	2020 Budget	2021 Budget	Change	%	Notes
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6 The portion of PW salaries allocated to the water fund was increased. Overall, PW salaries and benefits have increased 6.2%.

7 Capital Expenditures include:

Three PRV's (funded by balance of CWWF grant and MFA Financing)		700,207			
Safety Showers at Treatment Plant		8,000			
Phase V Tank Bypass Piping		20,000	728,207		

8 Re-budgets include:

General Contact Services - Rock Slope Remediation	20,000				
Confined Space Rescue Equipment	3,450				
UBC Hydrology Study	8,000				
Training / Professional Development	2,000	33,450			

These items were budgeted in 2020 but will not be purchased/completed until 2021.

**Village of Lions Bay
2021 Draft Solid Waste Budget**

	2019 Actual	YTD Actual 2020	2020 Budget	2021 Budget	Change	%	Notes
Garbage User Fees	186,697	194,734	194,380	200,941	6,561	3.4%	1
Secondary Suite Fees	3,942	3,965	4,200	4,084	(116)	-2.8%	2
Miscellaneous Revenue	424	460	275	400	125	45.5%	
Total Revenues	191,063	199,159	198,855	205,425	6,570	3.3%	
Supplies and Education	806	353	750	750	-	0.0%	
NS Transfer Station Agreement	1,500	1,500	1,500	1,500	-	0.0%	
Collection Contract	50,535	52,626	53,169	54,898	1,729	3.3%	3
Recycle Removal Contract	50,786	52,934	52,704	54,690	1,986	3.8%	3
Green Waste Contract	69,889	69,430	72,571	71,920	(651)	-0.9%	3
Prompt Payment Discounts	4,951	5,339	5,400	5,600	200	3.7%	
Internal Allocations	9,500	9,500	9,500	9,500	-	0.0%	
Total Expenditures	187,969	191,682	195,594	198,858	3,264	1.7%	
Surplus / (Deficit)	3,094	7,477	3,261	6,567			

Notes:

- 1 The revenue includes a 3.0% increase in user rates (equates to an \$11 increase over 2020 rates per household).
- 2 Secondary suite fees are based on the actual number of suites paid in 2020 (28).
- 3 Garbage, recycling and green waste costs will increase by 3% in 2020 due to an increase in Metro Vancouver disposal costs.

Village of Lions Bay 2021 Draft Sewer Budget

	2019 Actual	YTD Actual 2020	2020 Budget	2021 Budget	Change	%	Notes
Utility Fees and Rates	72,276	72,276	72,276	74,444	2,168	3.0%	1
Parcel Taxes	-	-	-	-	-	n/a	
Secondary Suite Fees	2,017	2,017	2,350	2,078	(272)	-11.6%	2
Total Revenues	74,293	74,293	74,626	76,522	1,896	2.5%	
Amortization	57,415	74,268	78,311	36,180	(42,131)	-53.8%	3
Communications	-	349	700	1,050	350	50.0%	4
Insurance	3,498	3,057	3,057	3,302	245	8.0%	
Maintenance	37,683	3,024	29,000	30,000	1,000	3.4%	5
Material, Supplies and Equipment	-	8,034	11,150	4,950	(6,200)	-55.6%	6
Professional Fees / Contract Services	15,644	3,169	9,000	-	(9,000)	-100.0%	7
Salaries and Benefits	17,888	18,529	17,985	17,031	(954)	-5.3%	8
Sundry	1,991	1,984	2,125	2,125	-	0.0%	
Training / Professional Development	367	250	2,000	1,000	(1,000)	-50.0%	
Utilities	1,401	2,846	2,500	2,900	400	16.0%	
Internal Allocations	4,000	4,000	4,000	4,000	-	0.0%	
Total Expenditures	139,888	119,508	159,828	102,538	(57,290)	-35.8%	
Surplus / (Deficit)	(65,594)	(45,215)	(85,202)	(26,016)			
Amortization	57,415	74,268	78,311	36,180			
Cash Surplus / (Deficit)	(8,179)	29,053	(6,891)	10,164			
Capital Expenditures			(1,150,000)	(36,248)			9
Transfer from Surplus - Re-Budgets			14,600	24,450			10
Transfer from Surplus - WWTP			200,000	2,826			9
Transfer from Reserves - WWTP			950,000	13,422			9
Transfer (from) to Sewer Surplus	(8,179)	29,053	7,709	14,614			

**Village of Lions Bay
2021 Draft Sewer Budget**

Notes:

- 1 The revenue includes a 3.0% increase in user rates (equates to a \$25 increase over 2020 rates per household).
- 2 Secondary suite fees are based on the actual number of suites paid in 2020 (6).
- 3 Amortization includes the new WWTP (\$28,750 per year). 2019 and 2020 amortization included the writedown of the old WWTP.
- 4 Budget includes broadband internet service for the scada connection to the new WWTP.
- 5 Budget includes \$25k for two treatment plant pump-outs.
- 6 Budget includes a re-budget for confined space rescue equipment.
- 7 The 2020 budget included the balance of the EHD Consulting fees for the RBC Replacement RFP.
- 8 The portion of PW salaries allocated to the sewer fund was decreased. Overall, PW salaries and benefits have increased 6.2%.

9 Capital Expenditures include:

New WWTP (balance of work)	16,248	
Gear Box for WWTP (backup)	20,000	36,248

The WWTP is being funded by a draw from sewer surplus and reserves. The draw from reserves is to be repaid by a parcel tax commencing in 2021.

10 Re-budgets include:

WWTP Pump-out	20,000	
Confined Space Rescue Equipment	3,450	
Training / Professional Development	1,000	24,450

These items were budgeted in 2020 but will not be purchased/completed until 2021.

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Kelvin Grove WWTP Financing Options		
Author	Pamela Rooke	Reviewed By:	Peter DeJong
Date	January 14, 2021	Version	
Issued for	January 19, 2021 Regular Council Meeting		

RECOMMENDATION

THAT Council approve levying a parcel tax on all owners of lots that are, or can be, connected to the new Kelvin Grove Wastewater Treatment Plant based on a unit rate; and

THAT the parcel tax be repaid over a term of 10 years.

ATTACHMENTS

- December 15, 2020 Report to Council “Kelvin Grove WWTP Financing Options”

KEY INFORMATION

The attached report was presented to Council at the December 15, 2020 Council Meeting. Staff were directed to bring a Request for Decision Report to the January 19, 2021 Council Meeting for Council to choose a financing option and the term of the repayment.

Staff recommend levying a parcel tax as opposed to including the repayment costs in the sewer user fees. Unlike sewer user fees, parcel taxes are payable by properties that are connected to the WWTP as well as properties that can be connected (ie. vacant lots), thereby lowering the annual cost by spreading it amongst all beneficiaries or potential beneficiaries. And because parcel taxes are included on the property tax notices, they can be deferred by lot owners who qualify under the provincial property tax deferral program.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

FINANCIAL CONSIDERATIONS

The estimated cost of the WWTP (to date) is \$1,160,000. There is approximately \$200,000 in the sewer surplus which results in a balance of approximately \$960,000 to finance. This cost would be divided over 95 parcels if repaid by a parcel tax (\$10,105 per parcel before interest). Repayment over ten years results in an annual cost per parcel of \$1,011 (before interest); repayment over 5 years results in an annual cost per parcel of \$2,021 (before interest). The parcel tax would be included on the annual Property Tax Notices over the term of the parcel tax.

OPTIONS

1. Levy a parcel tax based on a unit rate over a 10 year period; or
2. Levy a parcel tax based on a unit rate over a 5 year period; or
3. Levy a parcel tax based on a unit rate over a different period.

PREFERRED OPTION

Option 1. Levy a parcel tax based on a unit rate over a 10 year period.

FOLLOW UP ACTION

Staff will commence the steps necessary to implement Council's choice to meet the deadline for inclusion in the 2021 Property Tax notices. The parcel tax bylaw will be brought to the February 9, 2021 Council Meeting along with a report as to the establishment of a Parcel Tax Review Panel.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Report to Council		
Title	Kelvin Grove WWTP Financing Options		
Author	Pamela Rooke	Reviewed By:	Peter DeJong
Date	December 11, 2020	Version	
Issued for	December 15, 2020 Regular Council Meeting		

RECOMMENDATION

THAT the report “Kelvin Grove WWTP Financing Options” be received for information purposes.

ATTACHMENTS

- None

KEY INFORMATION

The new Kelvin Grove WWTP is nearing completion. It has been financed during construction with a draw from reserves. This internal borrowing must be repaid by the owners of the parcels of land that are connected to, or can be connected to, the WWTP. There are essentially two options for collecting the repayment: a parcel tax or sewer user fees.

Parcels taxes are local government taxes levied based on:

- a single amount for each parcel (unit),
- the taxable area of a parcel, or
- the taxable linear frontage of the parcel.

A parcel is a designated area of land - i.e. a lot registered with the Land Title Survey Authority, or a folio from the property assessment roll. A parcel tax may only be levied on properties that are currently receiving (or have a reasonable opportunity to receive) a specific service. All of the undeveloped parcels in Kelvin Grove have a reasonable opportunity to receive the service by developing their lots.

A bylaw is required to establish a parcel tax scheme and must identify:

- the service (e.g. sewer),
- state the basis of the tax (i.e. unit, frontage, or area), and
- specify the years for which the tax is imposed.



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In addition, if the basis for taxation is frontage or area, the bylaw must establish how the taxable area or the taxable frontage of a given property is determined. The local government must make available to the public, on request, a report showing how the amounts or tax rates were determined.

As the basis of levying a parcel tax, a local government must create a parcel tax roll. The roll lists the parcels to be taxed, including the name and address of the owners (or holders of registered charges) of each parcel. Once prepared by the local government, the parcel tax roll must be available for public inspection. If requested by an owner, the local government must omit or obscure the address, or other information about the owner, in order to protect their privacy or security.

A municipal council must establish a Parcel Tax Review Panel consisting of three persons to consider any complaints about the roll and to authenticate it. A person may make a complaint to the review panel regarding an error or omission concerning:

- A name or address on the roll
- The inclusion of a parcel on the roll
- The taxable area or frontage of a parcel on the roll
- A tax exemption being improperly allowed or disallowed on the roll.

The local government tax collector must send each owner a notice of the date for the sitting of the review panel.

As noted earlier, parcel taxes are payable by properties that are connected to the WWTP as well as properties that *can* be connected (ie. vacant lots). And because parcel taxes are included on the property tax notices, they can be deferred (as part of the provincial property tax deferment program).

Alternatively, the annual costs for repayment of the capital expenditure for the new WWTP could be added to the user fees until the debt is repaid. Sewer user fees are charged annually (invoiced in February) to cover the cost of running and maintaining the WWTP. This would be an administratively simpler option than parcel taxes, but sewer user fees cannot be deferred. As well, sewer user fees are only payable by homes that are connected to the WWTP, not by vacant lots, so using this method would not result in an equal share paid by vacant lot owners and would act as a disincentive for development of such properties.



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There is also provision in the Community Charter for the creation of a local service area, which could be based upon property values or a parcel tax, but would require the approval of electors and would not arguably provide for a fair distribution of the burden for a service that is provided equally to all participants (or potential participants) of the service.

FINANCIAL CONSIDERATIONS

The estimated cost of the WWTP (to date) is \$1,160,000. There is approximately \$200,000 in the sewer surplus which results in a balance of approximately \$960,000 to finance. This cost would be divided over 86 parcels if repaid by the sewer user fees (\$11,163 per parcel before interest) or divided over 95 parcels if repaid by a parcel tax (\$10,105 per parcel before interest).

The period over which the cost is to be repaid will need to be established by Council. As this capital project has been funded to date from the Municipality's general reserves, there is a need to replenish this expenditure within a reasonable time frame.

FOLLOW UP ACTION

A Request for Decision Report will be brought to the January 19, 2021 Council meeting for Council to choose a financing option and the term of the repayment. Staff will then complete the steps necessary to implement Council's choice to meet the deadline for inclusion in the 2021 Property Tax notices. Staff will be available to respond to any questions at the December 15, 2020 regular Council meeting.

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Climate Action Committee Terms of Reference		
Author	Karla Duarte	Reviewed By:	Peter DeJong
Date	January 15, 2021	Version	
Issued for	January 19, 2021		

Recommendation:

- (1) THAT Council establishes the Climate Action Committee; and
- (2) THAT Council approves the Terms of Reference for the Climate Action Committee; and
- (3) THAT Council directs staff to publish a Call for Expression of Interest in the Village Update.

Attachments:

- (1) Draft Terms of Reference for the Climate Action Committee

Key Information:

At the June 2, 2020 regular meeting of Council, a Climate Action Committee update was provided, noting that Council was considering tangible targets and at the initial brainstorming stages to form a Committee. A draft Terms of Reference is attached to this report.

Options:

- (1) Adopt the Recommendations at the beginning of this report;
- (2) Amend the recommendations and then adopt;
- (3) Provide alternate direction to staff.

Preferred Option: Option 1 – approve the recommendations.

Follow Up Action and Communication: If approved, staff will publish a call for Expressions of Interest to sit on the Committee.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

CLIMATE ACTION COMMITTEE

TERMS OF REFERENCE

Purpose

The Village of Lions Bay Climate Action Advisory Committee's mandate is to provide a local perspective and advice to Council to mitigate the Village's corporate and community Greenhouse Gas Emissions (GHG) reduction targets, policies, and actions related to Climate Action, as identified in the Official Community Plan (OCP).

Establishment and Authority

Section 142 of the *Community Charter* provides the Council with the authority to establish Select Committees.

The Village of Lions Bay Climate Action Advisory Committee (the "Committee") was appointed as a Select Committee by a resolution of Council on **DATE**.

The Committee's role is advisory; it has no authority to approve or implement decisions. The Committee shall report directly to Council.

Composition

The Committee shall be comprised of two (2) members of Council and up to five (5) members-at-large being residents or property owners of the Village of Lions Bay, as appointed by the Council.

Committee members will have demonstrated outstanding leadership and/or commitment within the environmental community and be committed to working in a collaborative manner for the betterment of the environment of the Village. Council will appoint members such that the Committee is balanced with individuals:

- Who have technical and non-technical qualifications of experience related to all manner of sustainability such as: local food security; greenhouse gas emission reduction; climate change mitigation and adaptation; solid waste management 'zero waste' interests; understanding biodiversity and eco-systems; forestry; protection of water; shoreline protection; sea level rise; green building strategies; alternative energy; and active transportation;
- Who have demonstrated interested and previous involvement in matters related to the mandate;



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- From all parts of the community and made up of a diversity of ages, neighbourhood representation, and perspectives on social, economic, health and environmental issues; and
- Who work respectfully toward consensus with people expressing different views.

All Committee members shall serve with no remuneration.

Term

Members shall be appointed by Council resolution to a term expiring on _____

If a committee member is continuously absent from committee meetings for a period of three (3) consecutive regularly scheduled meetings, unless the absence is because of illness or with the leave of the committee members, the member's appointment will be deemed vacant and a new volunteer will be appointed.

Committee Role and Responsibility

Within the scope of the Official Community Plan and Council's Strategic Plan, the Committee will consider innovative approaches that would offer local options for mitigating, and adapting to, climate change and reducing GHGs.

Specific responsibilities of the Committee include, but are not limited to, the following:

- Provide recommendations on the implementation and creation of a community-wide GHG emissions reduction plan, keeping within Council's strategic principles;
- Inspire and sustain community commitment to establishing and achieving the Village's community-wide GHG emissions reduction targets and climate action objectives;
- Identify and advise on ways to build local climate action awareness, and promote environmental stewardship from within the community;
- Provide forums for dialogue and information-sharing related to climate action;
- Provide a local perspective on climate action while giving due consideration to the balance between social, environmental and economic aspects;
- Review, research, analyze and provide feedback on any other community-related climate action items as directed by Council, including strategic planning, bylaws and policy development and commitments under the BC Climate Action Charter.

Additional 'resource persons' (Village staff, representatives of key agencies, or subject experts) related to the committee mandate may be called on an as-needed basis to attend meetings from time to time, in an effort to assist the Committee in achieving their objectives.



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Governance:

The Committee is a Select Committee of Council and shall comply with rules and provisions contained in these Terms of Reference, Council Procedure Bylaw, Provincial Legislation and Roberts Rules of Order. Council may provide supplemental direction from time to time.

All meetings shall be open to the public. Only in limited circumstances may a portion of a Committee meeting be closed to the public, as per the *Community Charter*.

A quorum will consist of 50% plus 1, rounded down.

The Council member holding the Sustainability and Climate Change Adaptation/ Mitigation portfolio will serve as Committee Chair.

The Committee will appoint a vice chair from amongst its members.

In the absence or unavailability of the Chair, the Vice Chair will take on the Chair's duties and responsibilities. In the absence of both, the Committee shall appoint a temporary Vice Chair from its members-at-large.

The Committee will set an annual regular meeting schedule.

Special meetings may be held outside the regular meeting schedule, at the Call of the Chair or upon the request of three Committee members through the City's Municipal Coordinator.

Committee decisions require a majority vote by the members present and can only be made within a meeting. A tie vote is not a majority. If a tie vote occurs, the motion fails.

Each member present at the time a vote is taken must vote, and if the member does not indicate how he or she votes, the member is deemed to have voted in the affirmative.

Minutes of the meeting must be recorded, and available for adoption by the Committee as soon as practical. Draft minutes may be circulated to Council members for information.

After adoption, minutes must be forwarded to the Municipal Coordinator who will include the adopted minutes on the Municipal website.

Committee recommendations should be accompanied by a report submitted to the Corporate Officer. The Corporate Officer shall determine if the report should be included on either a Council or Committee of the Whole meeting agenda. For matters considered urgent or of a minor nature, a staff report may not be required, at the discretion of the Corporate Officer.

Resources and Staff Support:

The Committee will be assigned administrative support including booking meetings, developing and distributing agendas and materials, preparing minutes and ensuring documents and materials are posted to the Village website.



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At the discretion of the Chief Administrative Officer, the Committee will be provided with professional staff, communication and technical expertise support.

The Committee is not responsible for the implementation or management of any municipal functions or services.

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Tree Application #107 – 530 Bayview Road		
Author	Karla Duarte	Reviewed By:	Peter DeJong
Date	January 13, 2021	Version	
Issued for	January 19, 2021		

Recommendation:

THAT Tree Cutting Permit Application #107 be approved, subject to the following:

- a) Topping and trimming is to be in accordance with the photos and requested work in the application materials and the Bunbury survey obtained by the applicant.
- 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:
 - a. Compliance with the bylaw restrictions regarding bird nesting season,
 - b. A traffic control plan approved by Public Works, and
 - c. Damage deposit, arborist/contractor's WorkSafe BC certificate and insurance in compliance with Municipal requirements and any other requirements of the bylaw.

Attachments:

- (1) Tree Cutting Application
- (2) Minutes of the Trees, Views and Landscapes Committee Meeting – December 23, 2020

Key Information:

On December 23, 2020, the Trees, Views and Landscapes Committee met and passed a recommendation to approve the cutting and trimming for Tree Application #107 as follows:

Committee Recommendation:

THAT: The Trees, Views and Landscapes Committee recommends to Council, THAT Council approves Tree Application #107 with the following provisions:

- a) The work described within the application may be carried out, subject to Council approval. The applicant understands the bird nesting clause.



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- b) Subsequent to the initial cutting/trimming, the applicant is permitted to continue to carry out the same scope of work anytime within the next three years from today's date
- c) The applicant must clean up and remove all associated debris for any and all of the above work.

Options:

- (1) Approve the recommendation as set out at the beginning of this report;
- (2) Amend the recommendation as set out at the beginning of this report;
- (3) Do not approve the application;
- (4) Refer the matter back to staff with alternate directions.

Preferred Option: Option 1 is the preferred option. At the time of the application it was unknown whether any of the subject trees were on the private property of 515 Upper Bayview. The management company on behalf of the owner of the adjacent property at 515 Upper Bayview had declined to consent to the cutting application in the event any of the trees were on that property. The applicant agreed to commission a survey of the subject area which confirmed all of the trees subject to this application are on the Municipal road right of way.

Legal Considerations: The survey obtained confirms Council's jurisdiction to grant a permit to cut the subject trees in accordance with Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007, as amended.

Follow Up Action and Communication Plan: If approved, staff will advise the applicant and the representative management company of the owner of 515 Upper Bayview regarding the outcome and attend to the administration of the cutting permit.



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Schedule "A"

Tree Cutting Application Form

All fields must be completed

Applicant's Full Name: Michelle OSRY & Karl BUHR	
Address: 530 Upper Bayview Rd. [REDACTED]	
Phone: [REDACTED]	Email: [REDACTED]
Arborist/Contractor Name: Burley Boys Limited	
Phone: 604-926-8733	Email: office@burleyboys.com

Office Use Only	Tree Application Number: 107
Received by: Karla Duarte office@lionsbay.ca	Date: Nov 16 2020
Amount Paid: \$75.00	Cash or Cheque: [REDACTED] \$15.00
Application Complete? (Y/N) NO - affected neighbours to hear from Dec 11 complete	If no, reason: Karl + SML FU
Date referred to Public Works: CSR Dec 11/20	Date returned by Public Works (See attached comments) Dec 11/20
Date Application to Tree Ctte: Dec 14/20	Meeting Date: Wed Dec 23/20 9:30 am
Agenda forwarded to Tree Ctte: Dec 16/20	Minutes received from Tree Ctte: Dec 23/20
Council Agenda Date: Jan 19/21	Council Decision:
Parties Notified:	Received Damage Deposit: Name of Arborist/Contractor:
Date of Letter Notifying Applicant of Decision: (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:



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Species/Description of Tree(s):
 Approx. 55 cedar, fir and hemlock trees, shrubs and saplings, ranging from 3 to 8" diameter at base.

Location of Tree(s):
 In public boulevard on east, south and west sides of property at 515 Upper Bayview Road, ranging between 8 and 10 feet outside the property line (as determined by measuring 66 feet per survey across the road from known property lines). Trees that are NOT public are necessarily private, and we have obtained the resident's OK to trim those.

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

Reason for Removal: <input type="checkbox"/> Too close to property (foundation, garage, fence, etc.) <input type="checkbox"/> Dead, dying or diseased <input checked="" type="checkbox"/> Unattractive, overgrown, overhanging <input checked="" type="checkbox"/> Blocking sunlight <input type="checkbox"/> Attracting wildlife	<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 checked="" type="checkbox"/> Interfering with view
--	---

Please provide additional comments which may be useful:
 We seek to trim the tops and outsides of the shrubs, saplings and trees that form the hedge around 515 Upper Bayview opposite us, back to what they were when we moved in in 2010, per the photos in the Affected Property Owner letter. The resident at #515 is supportive, and our previous owners report doing this work about every ten years to restore views and appearance for the neighbourhood. The trees are located in the public boulevard, 8-10 feet outside the subject property line (determined by measuring 66 feet, the known roadway width, from known property pins). Work will be done outside nesting season, and no part of any house will be made any more visible than it is today.

Replanting Plan, if any (please include anticipated timeframe for completion):
 None (no trees removed).



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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 regulation

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.

Michelle OSRY



16 Nov. 2020

Name of Applicant (Please Print)

Signature

Date Signed



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Form letter for canvassing Affected Property Owners (print as many copies as may be necessary)

Please provide the details below to identify your property, and for municipal staff to verify your input:

Date: 26 Oct. 2020

Affected Property Owner's Name: _____

Address: _____

Email Address: _____

Phone Number(s): _____

Dear Upper Bayview neighbour

Re: Tree Cutting Application

I intend to make an application for a permit to ~~remove~~^{trim} trees on municipal property and, as part of the application process, I am required to notify Affected Property Owners. The specifics of the application are as follows

Location:	Public roadway outside 515 Upper Bayview Road, per the attached map.
Type(s) of Tree(s):	Approx. 55 4-8" cedars, firs and hemlocks forming a hedge around the property.
Description of Work:	We seek to trim the tops and outsides of the shrubs, saplings and trees that form the hedge around 515 Upper Bayview opposite us, back to what they were when we moved in in 2010, per the photos attached. The resident at #515 is supportive, and our previous owners report doing this work about every ten years to restore views and appearance for the neighbourhood. The trees are located in the public boulevard, 8-10 feet outside the subject property line (determined by measuring 66 feet, the known roadway width, from known property pins). Work will be done outside nesting season, and no part of any house will be made any more visible than it is today.
Replanting Plan:	None: no trees are being removed



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Rationale for Application:	We want to restore the previous view from our own and several neighbouring properties and upgrade the streetscape in general.
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As you may be an Affected Property Owner, please accept this letter as notification of my application. I would appreciate if you would provide me with your written response as soon as possible, noting your support or any concerns regarding this work, so that I may forward your comments with my application package. [Please fill in and scan this form, or let us know to come by and pick it up, or provide comments to us at the email address below, before application submittal planned for Nov. 15.](#)

I have attached a colour photograph or colour photocopy of the subject tree(s) with descriptive notes or markings if applicable

Thank you,

Michelle Osry and Karl Buhr

Applicant Name

████████████████████

Email

████████████████████

Phone

Office use only:	
<input type="checkbox"/>	Confirm Affected Property Owner received notice of application
<input type="checkbox"/>	Confirm Affected Property Owner's position on application details
	Supportive <input type="checkbox"/> Opposed <input type="checkbox"/> Oth <input type="checkbox"/>
<input type="checkbox"/>	Name of Affected Property Owner spoken to by staff: _____
<input type="checkbox"/>	Date verified by office staff: _____
<input type="checkbox"/>	Staff member name: _____

Seeking to return hedge, and views, from October 2020:



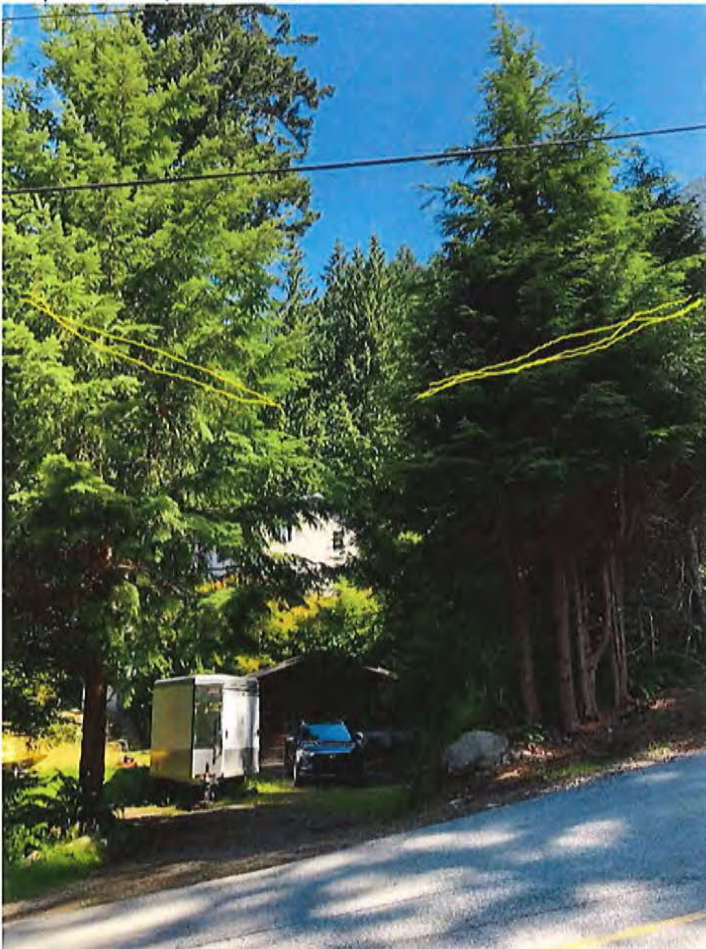
to similar to July 2010...



Proposed trim, east side

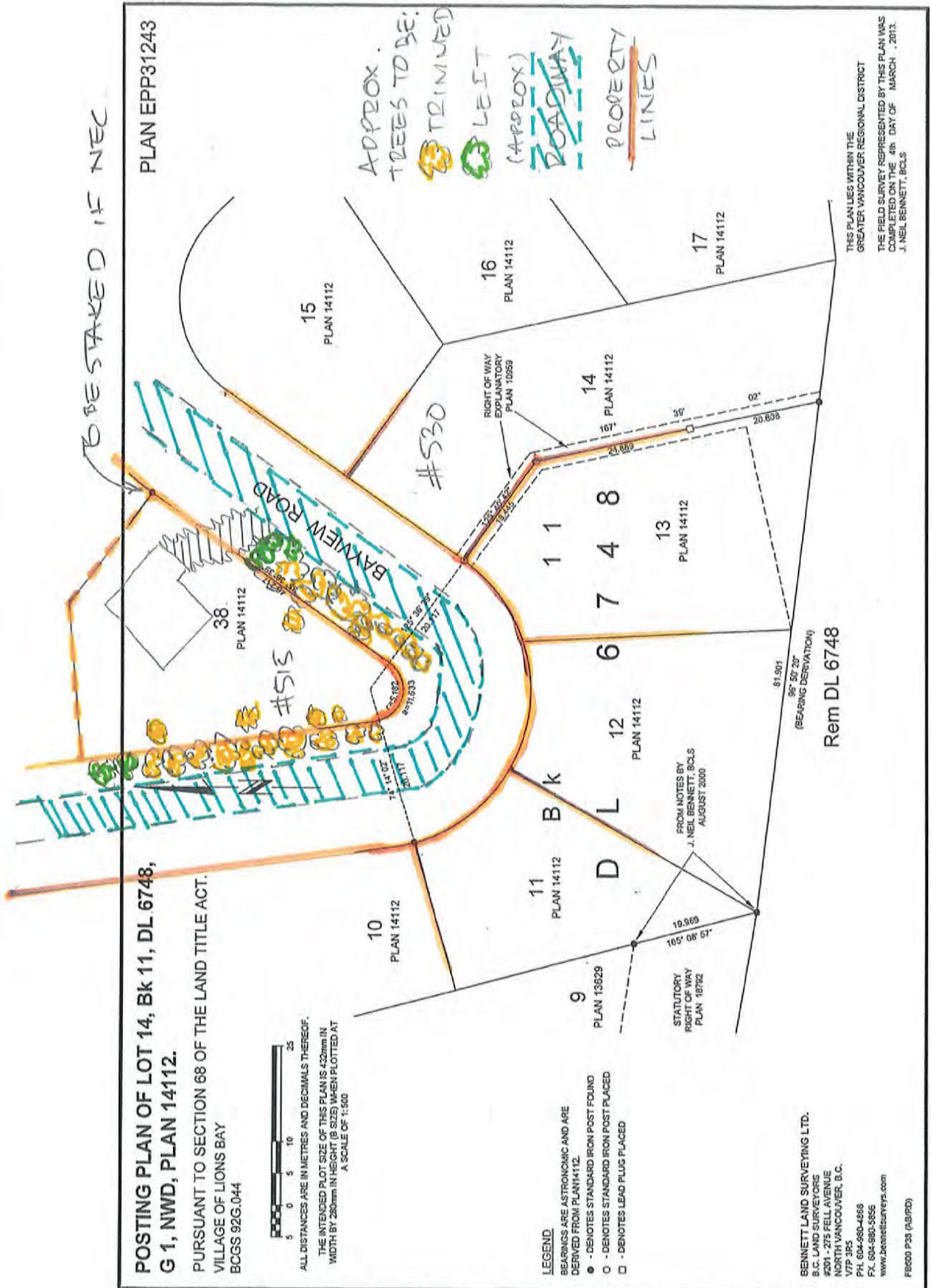


Proposed trim, south end:



Proposed trim, west side:





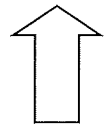
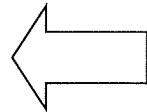


NE end of east boundary

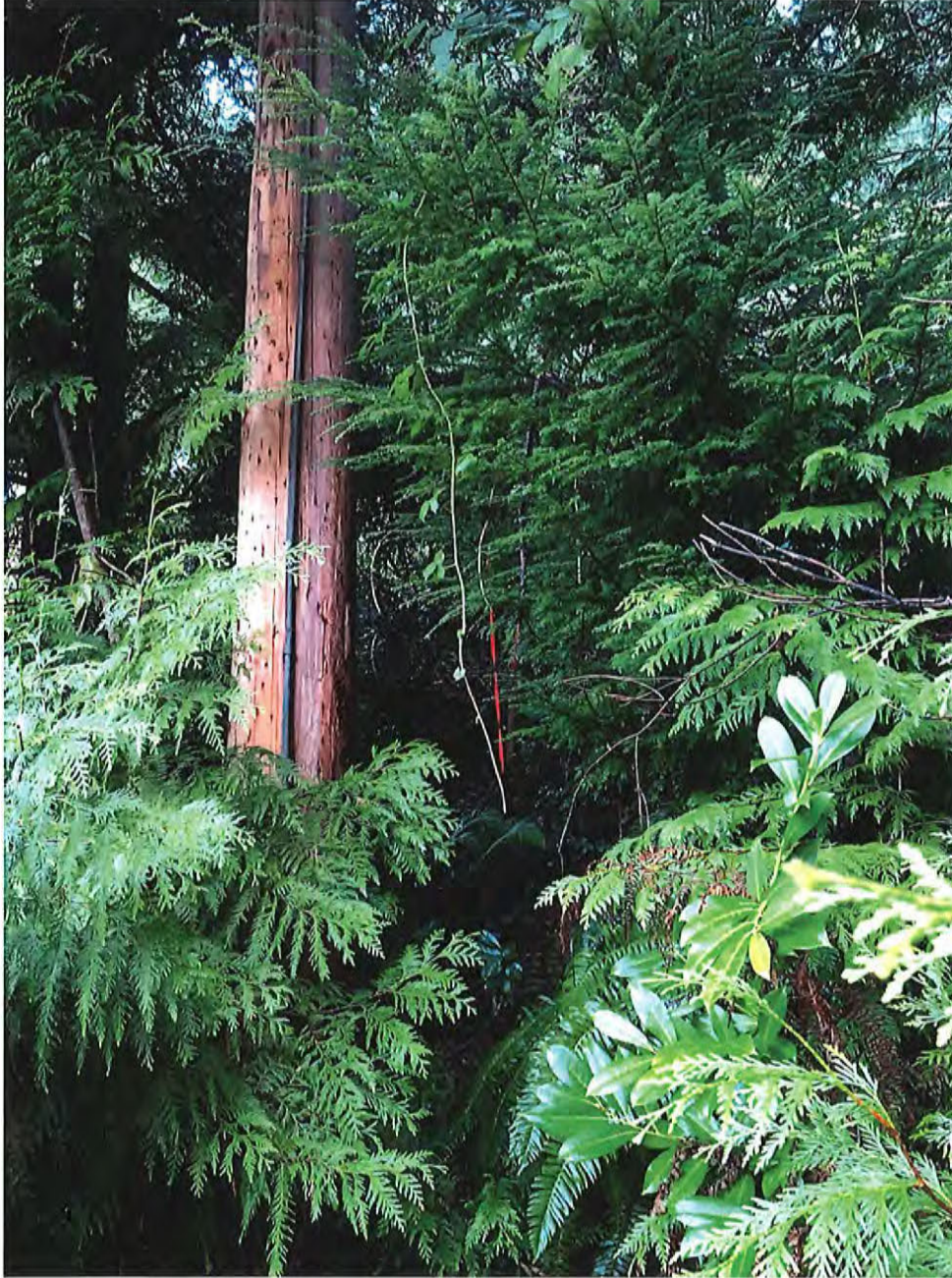


East boundary, midway stake

SW and SE ends of side boundaries







NW end of west boundary

<u>NAME OF APPLICANT</u>	<u>ADDRESS</u>	<u>TREE APP #</u>	<u>COMMENTS</u>
Karl Buhr & Michelle Osry	530 Bayview Road	107	To top trees opposite 530 Bayview
<u>AFFECTED OWNER</u>	<u>ADDRESS</u>	<u>SUPPORT</u>	<u>OPPOSE</u>
Mike & Ann Hurst	465 Bayview Rd	Y	Not effected, but fully support your application
Mary & Ross Brown	480 Bayview Rd	Y	Not effected, but fully support your application
Anthony & Angela Greville	485 Bayview Rd	Y	No issues with request to top trees as per application
Johannes Verhoeff & Silvia Liberatore	490 Bayview Rd	Y	Support the tree trimming application
Julius & Nancy Richmond	495 Bayview Rd	Y	Not effected, but fully support your application
Peter & Lorie Stevenson	500 Bayview Rd	Y	Concerned about topping too much so house and yard are visible
Yuko & Jose Godoy	505 Bayview Rd	Y	Fully support the application & are not topping any trees or shrubs that respect the nature & street appearance
Colin & Kay Levings	510 Bayview Rd	Y	Not effected, but fully support your application
Nelson Ng - Kitsilano Mgmt	515 Bayview Rd		No comment on cutting municipal trees. No consent to cutting of trees on our private property
David & Elizabeth Hewlett	520 Bayview Rd	Y	No issues with trimming of trees as per application
Jose & Celia Dino	525 Bayview Rd	Y	Support the tree trimming application
Eileen & Randall Beattie	540 Bayview Rd	Y	Support the tree trimming application
Patrick & Helen Craig	535 Bayview Rd		Not effected - no comment

BC LAND SURVEYOR'S PLAN OF

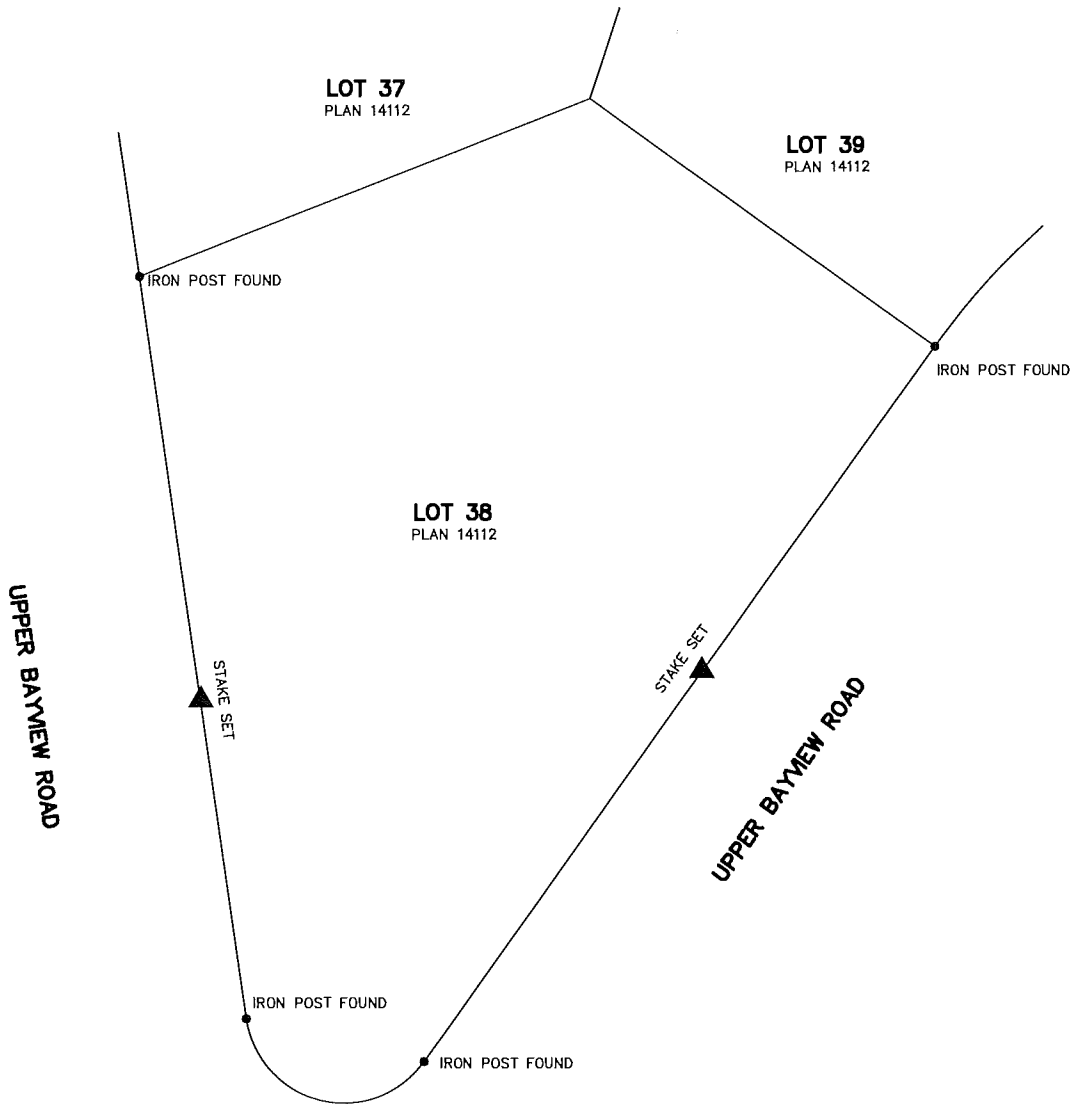
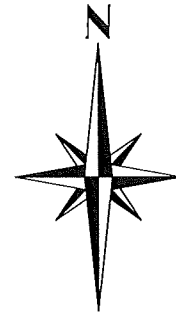
LOT 38, Block 10, District Lot 6748,
G 1, NWD, PLAN 14112.

515 Upper Bayview Road, Village of Lions Bay, BC

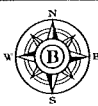
(PID 007-904-215)



The intended plot size is 280mm in width
by 432mm in height (B Size) when plotted
at a scale of 1:250. (METRIC)



File 2020-26B-m1.dwg

 **BUNBURY & ASSOCIATES
LAND SURVEYING LTD.**
SQUAMISH 604-892-3090
WHISTLER 604-932-3770
WWW.BUNBURY-SURVEYS.COM

Certified Correct this
10th day of December, 2020.
Martin Jones, BCLS #762
Digitally signed by
Martin Jones AUVUWD
Date: 2020.12.11
09:21:57 -08'00'

(Not valid unless originally signed and sealed, or digital signature applied)

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Public Works Tree Cutting Referral Comments

Tree Cutting Application Number:
Name of Applicant: Karl Bohn
Address of Applicant: # 530 BAYVIEW
Location of Tree(s): # 515 BAYVIEW
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
Other Considerations / Comments: NO
Attachments (Y/N and Description):

GARTH BEGLEY

Minutes of the Tree Committee meeting

December 23rd 2020 @ 09:30am

On-site @ 530 Bayview Road - #107

In attendance; Chair, Simon Waterson, Ron McLaughlin and Jim Cannell

1. The meeting was called to order at 09:32am.
2. Simon Waterson was appointed Recorder for the meeting.
3. The Agenda was approved unanimously.
4. Public Participation – Karl Buhr.
5. The minutes from the previous meeting on June 24th, 2020 were approved unanimously.
6. Old Business: none
7. New Business:

Tree Cutting Application #107 – 530 Upper Bayview Road moved by Simon Waterson; Seconded by Jim Cannell

THAT: The Trees, Views and Landscapes Committee recommends to Council, THAT Council approves Tree Application #107 with the following provisions:

- a) The work described within the application may be carried out, subject to Council approval. The applicant understands the bird nesting clause.
 - b) Subsequent to the initial cutting/trimming, the applicant is permitted to continue to carry out the same scope of work anytime within the next three years from todays date
 - c) The applicant must clean up and remove all associated debris for any and all of the above work.
9. Public
 8. Adjournment: - The meeting adjourned at 09:50 am.

Simon Waterson

Recorder

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Royal
Canadian
Mounted
Police

Gendarmerie
royale
du
Canada

Security Classification/Designation
Classification/désignation sécuritaire

Unclassified

S/Sgt Gareth BRADLEY
OIC Sea to Sky RCMP
1000 Finch Drive
Squamish, BC
V8B 0M5

Your File Votre référence

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

Our File Notre référence

2021-01-08

To Whom it May Concern,

Lions Bay Activity Report

Report period: November and December 2020

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

HWY 99 (within boundaries of Lions Bay):

Traffic - Moving x 13 / Non-Moving x 1
Impaired Driving Investigations x 0
Collision - Damage Over \$10000 x 4 / Under \$10000 x 2 / Non-fatal x 0 / Fatal x 0
Road Rage Incidences x 2
Check well being x 1

23 Calls for Service

Lions Bay Village:

False Alarms x 1
Unspecified Assistance x 2
Check well being x 1
911 - False / Abandoned x 1
Break and Enter Residence x 1 / Business x 0
Covid Related Measure Act x 2
Mischief x 2
Assault x 2
Breach of Ball x 2
Other x 2

16 Calls for Service

Total = 37

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

Kind regards,

S/Sgt. G. (Gareth) BRADLEY
OIC Sea to Sky RCMP

/hm

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

January 19, 2021

General Correspondence:					
#	Date Rec'd	FROM	TOPIC	ACTION	Page No.
G1	December 17, 2020	City of Rossland	Resolution in support of universal no-cost access to all prescription contraception	For Information	1
G2	December 21, 2020	P. Kubik, BC Mountaineering Club	proposal for a new trail at Tunnel Point	For Information	2
G3	January 8, 2021	City of Nelson	Vaccination priority essential critical infrastructure Municipal Employees	For Information	7
G4	January 12, 2021	Peter Julian, MP	Request regarding Bill C-213 - Canada Pharmacare Act	For Information	9
G5	January 13, 2021	City of North Vancouver	Implementing a Province-wide ban on Anticoagulant Rodenticides	For Information	12
G6	January 15, 2021	MP Weiler	2020 Year in Review	For Information	13
Resident Correspondence:					
#	Date Rec'd	FROM	TOPIC	ACTION	Page No.
R1	December 16, 2020	M. Sredzki	Village finances	For Information	33
R2	December 17, 2020	B. Broughton	Strategic Planning Feedback	For Information	37
R3	December 17, 2020	P. Nelson	Public Consultation	For Information	43
R4	December 21, 2020	J. Odefey	Cell tower	Mayor provided information	48
R5	January 12, 2021	J. Schneider	Wood Burning Bylaw	For Information	49
R6	January 14, 2021	C. Watson	Kelvin Grove Wastewater Treatment Plant	For Information	51
R7	January 14, 2021	B. & P. McLachlan	Kelvin Grove Wastewater Treatment Plant	For Information	52
R8	January 14, 2021	F. Azordegan	Kelvin Grove Wastewater Treatment Plant	For Information	53
R9	January 15, 2021	Z. Xu	Kelvin Grove Wastewater Treatment Plant	For Information	54
R10	January 15, 2021	M. Sredzki	Kelvin Grove Wastewater Treatment Plant	For Information	55

December 16, 2020

Premier John Horgan
Box 9041, STN PROV GOVT
Victoria, BC V8W 9E1

Selina Robinson, Minister of Finance
Email: Fin.Minister@gov.bc.ca

Adrian Dix, Minister of Health
P.O. Box 9050, STN PROV GOVT
Victoria, BC V8W 9E1

Katherine Conroy, MLA Kootenay West
Email: katrine.conroy.mla@leg.bc.ca

Re: Letter of Support for The Corporation of The City of Vernon

The City of Rossland Council, at their Regular meeting held on Monday December 14, 2020, passed the following resolution:

"WHEREAS cost is a significant barrier to people accessing contraception, particularly to people with low incomes, youth, and people from marginalized communities; and

WHEREAS providing free prescription contraception has been shown to improve health outcomes for parents and infants by reducing the risks associated with unintended pregnancy, and is likely to reduce direct medical costs on the provincial health system; and

WHEREAS contraceptive methods such as condoms or vasectomies are available at low cost, no cost, or are covered by BC's Medical Services Plan, whereas all contraceptive methods for people with uteruses (such as birth control pills, intrauterine devices, or hormone injections) have high up-front costs, making access to contraception unequal and gendered;

THEREFORE, BE IT RESOLVED

THAT the City of Rossland write to the Provincial Minister of Finance, the Provincial Minister of Health, the Premier of BC, and the local MLA supporting universal no-cost access to all prescription contraception available in BC under the Medical Services Plan; and

THAT this letter be forwarded to all BC municipalities asking to write their support as well

CARRIED."

Thank you for your consideration.

Best Regards,

Kathy Moore,
Mayor

From: [Agenda](#)
To: [Lions Bay Office](#)
Subject: Tunnel Point proposal sent
Date: Wednesday, January 6, 2021 9:37:33 AM

From: Paul Kubik [REDACTED]
Sent: Friday, January 1, 2021 5:06 PM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Subject: Re: Tunnel Point proposal sent

Hi Ron,

Yes, that's fine with me.

Paul

On 2021-01-01 2:44 p.m., Ron McLaughlin wrote:

Hi Paul. Happy NY's. I received both of your items. Presuming your concurrence, I will be forwarding your note with the PDF and map to Council and staff with the intent of making it an agenda item for our next meeting on January 19th. We will be in touch after the meeting.

Best regards and keep well,

Ron McLaughlin

Mayor

The Village of Lions Bay

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

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From: Paul Kubik [REDACTED]
Sent: Monday, December 21, 2020 5:02 PM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Subject: Tunnel Point proposal sent

Hi Ron,

I sent a separate email with the Tunnel Point proposal. Let me know if you did not receive it. The map file is quite large (almost 10 MB) and it may not get through.

Paul Kubik, BC Mountaineering Club

Tunnel Point hiking trail proposal

December 21, 2020

Prepared by Paul Kubik, Director of Cabins and Trails, B.C. Mountaineering Club

The B.C. Mountaineering Club and the Federation of Mountain Clubs of B.C. (hiking trail advocates) participated in the recreational review process of the Sea to Sky Highway Improvement Project that was begun in 2005 and ended in 2010. At the time of the review process, the hiking advocates met with project personnel in Squamish, along with road biking advocates. The hiking representatives identified Tunnel Bluffs hiking trail as a recreation feature that needed consideration by the project. The trail head is directly opposite the Tunnel Point parking area about 1.2 kilometers north of Brunswick Beach on Highway 99.

The hiking representatives recommended a pedestrian island at the highway crossing to the trail head and additional parking at Brunswick pit—the decommissioned gravel pit between Lions Bay and Brunswick Beach. Project personnel said a pedestrian island would cost approximately \$250,000 and that Brunswick pit had safety concerns under the Mine Act. The project was not prepared to commit that amount of money.

Tunnel Bluffs trail usage prior to 2010 was infrequent and the trail was not widely known. That changed. Tunnel Bluffs trail has recently been rated on a social media site as one of the Top Ten hiking trails near Vancouver. The trail is regularly featured in Internet blogs and hiking guides. As a result, the limited parking at Tunnel Point pullout was overwhelmed. Ministry of Transportation Infrastructure put in 15-minute time limits for parking at the pullout and restricted parking along the shoulder of Highway 99.

Since 2010, the Vancouver Climbers Association, a rock-climbing group, has developed crags north of Tunnel Point. The climbing area has over 30 very high-quality sport climbs from 5.11-5.13+ that attracted climbers from all over BC, Canada, and visiting internationals, say the group.

Currently, the only option to reach the hiking trail and climbing crags is to walk on the highway from Lions Bay or Brunswick Beach. MOTI considers pedestrians a highway safety issue and in 2018 the area supervisor was supportive of relocating highway pedestrians to a trail above the highway.

The terrain along the entire Howe Sound stretch of the Sea to Sky highway is very steep and it is infeasible to consider building new parking lots and the expense is prohibitive. Brunswick Beach and Lions Bay are serviced by regular bus service provided by BC Transit. Currently, hikers are bussing to Lions Bay and Brunswick Beach and walking along the highway for 2 kilometers to reach the Tunnel Bluffs trail head.

The BCMC and the FMCBC are proposing to study and identify a trail location between Brunswick Beach and Tunnel Point. There are existing roads from Brunswick Beach to Crystal Falls. A private bridge crosses Magnesia Creek to a private development of fourteen residences. The proposed trail would pass over the private bridge and through the Crystal Falls development area.

There are two possibilities for continuing north to Tunnel Point. Both options require a crossing of M Creek, which is deep gorge subject to debris torrent events. One option is to continue north from Crystal Falls keeping as low as practicable above the highway. There are cliffs above the highway that are an

impediment. The second option is to follow Battini Creek Road 200 meters higher and try to cross M Creek high above the highway. This option is likely to involve great gain and loss of elevation.

The crossing of M Creek will require an engineered structure as it could not be detrimental to highway safety. Once across the creek, the terrain is bluffy but seems slightly better for a trail.

The hiking advocates are asking for approval in principle from the various government agencies and private stakeholders that would be affected by the proposed trail. These would include MOTI, Lions Bay, Recreation Sites and Trails BC and the Crystal Falls residents. Potentially, BC Hydro would be included if the trail follows a BC Hydro right-of-way. Should these groups be in favor, the hiking advocates would then organize a trail party to survey the route options. This could be done in conjunction with the trail group in Lions Bay currently headed by John Dudra.

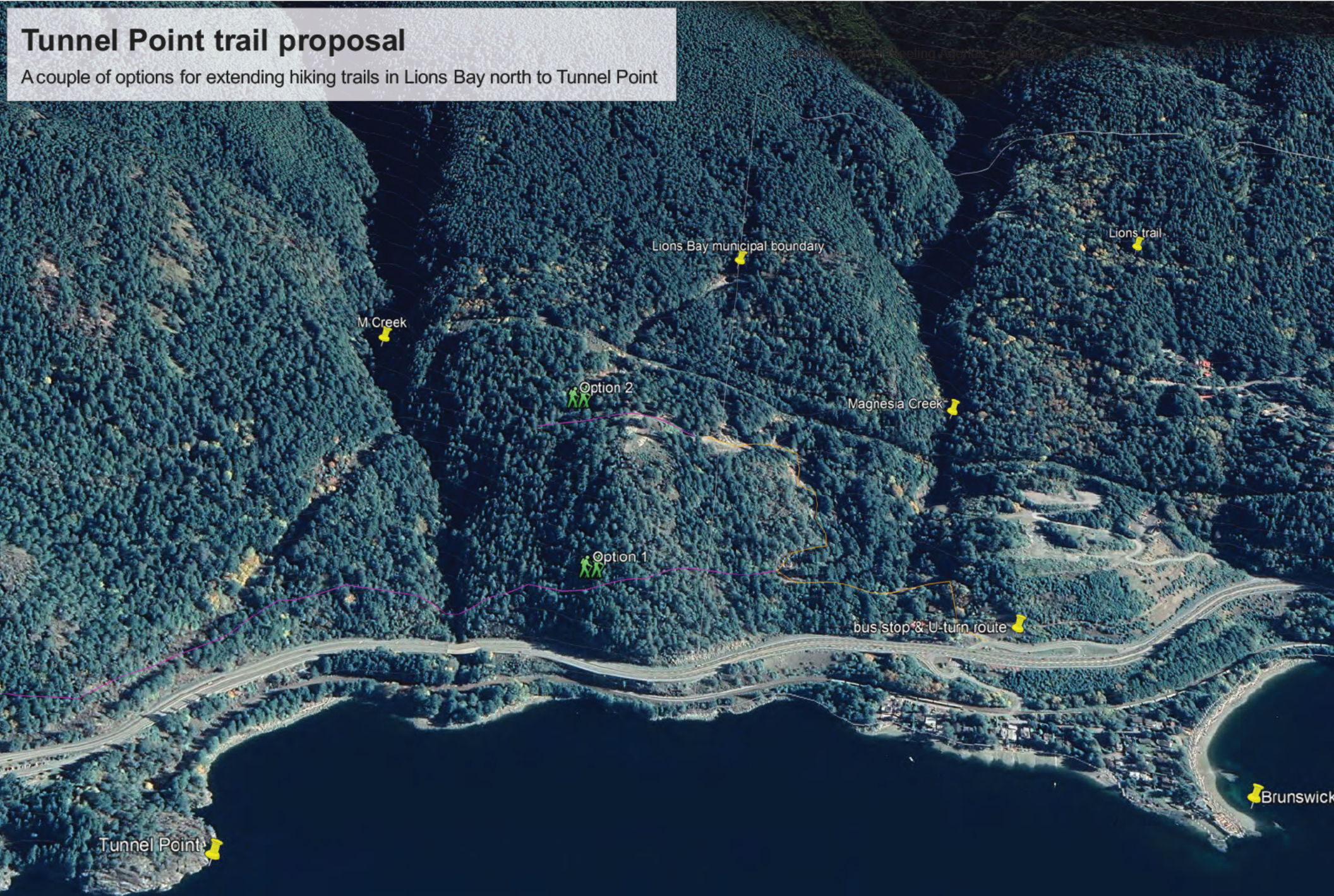
Should a potential route be identified, and approval obtained, fund-raising for the construction of the trail could commence. I don't underestimate the potential costs because the terrain is very steep and the bridge at M Creek would likely be expensive. However, the first step is to receive approval in principle for the various groups.

There will likely be an educational component to the project, as well. Most commuters are wedded to their cars. Hikers generally need cars to get to trailheads off Highway 99. It's a long-term project to get improved transit along the corridor. Lions Bay's official community plan says, "Encourage land use and transportation infrastructure that reduce energy consumption and greenhouse gas emissions and improve air quality." That suggests no increase in parking or private vehicles. Fortunately, bus service is already available. This proposal improves recreation infrastructure and highway safety while meeting the goals of the OCP.

Please see the map in the separate PDF that shows the two options. The line labeled Option 2 is more uncertain, so it was not extended across M Creek.

Tunnel Point trail proposal

A couple of options for extending hiking trails in Lions Bay north to Tunnel Point





January 8, 2021

Honourable Adrian Dix
Minister of Health
Government of British Columbia

Delivered via email

Re: Vaccination Priority for Essential Critical Infrastructure Municipal Employees

Dear Minister Dix,

In early December, the BC government announced they secured a minimal number of initial doses of the COVID-19 vaccine to distribute to those populations identified as the most vulnerable. In the following weeks, the government released a phased approach to administering the vaccine and listed the populations included in each phase. While the City of Nelson acknowledges the extraordinary amount of work the Province has put into developing the distribution process, we would like to request a review of the vaccine distribution priority lists to include essential critical infrastructure employees.

The Province's website outlines the specific groups that will be first and second priority for receiving the vaccine; the list does not include essential service providers such as water, IT, energy and utility workers. This does not appear to align with the recommendations from the *National Advisory Committee on Immunization* upon which the Province has developed its priorities for the first and second phase of vaccinations. The Committee has indicated municipal workers identified as 'essential' should be prioritized to maintain reliable operation of critical infrastructure services and functions.

With COVID-19 cases circulating in rural communities, the risk of an outbreak causing the loss of key personnel trained to manage essential service delivery could exacerbate the current public health emergency. This would have a much larger impact in smaller communities, such as ours, as resources and appropriately trained personnel replacements are more challenging to access than in larger centers. For example, the City of Nelson has five linemen that maintain our electrical distribution & transmission system that serves over 10,000 customers.

.../2

-2-

The City recognizes the number of vaccine doses and how they will be distributed throughout BC is a fragile and fluid process. We hope this request can be reviewed and addressed in time to include essential municipal critical infrastructure employees in the second priority group of the COVID-19 vaccine roll-out.

We appreciate your timely consideration of this matter.

A handwritten signature in black ink, appearing to be 'John Dooley', written over a faint circular outline.

John Dooley
Mayor, City of Nelson

Cc: Premier John Horgan, Office of the Premier
Hon. Josie Osborne, Minister of Municipal Affairs
Brittney Anderson, MLA, Nelson-Creston
Nelson City Council
Union of BC Municipalities (UBCM)
Association of Kootenay Boundary Local Governments (AKBLG)
British Columbia Local Governments

From: [Lions Bay Office](#)
To: [Lions Bay Office](#)
Subject: Follow up on request regarding Bill C-213 The Canada Pharmacare Act
Date: Wednesday, January 13, 2021 9:24:54 AM

From: peter.julian.c1@parl.gc.ca <peter.julian.c1@parl.gc.ca>
Sent: Tuesday, January 12, 2021 5:43 PM
To: Lions Bay Reception <reception@lionsbay.ca>
Subject: Follow up on request regarding Bill C-213 The Canada Pharmacare Act

Dear MAYOR MCLAUGHLIN and Council of LIONS BAY,

Happy New Year! I hope that you and your family are healthy and staying safe during the COVID-19 pandemic.

This is a friendly reminder to follow-up on my request email sent in November 2020 regarding my Private Member's [Bill C-213, An Act to Enact the Canada Pharmacare Act](#). Bill C-213 is a ground-breaking new federal legislation, modelled off the Canada Health Act, to establish a universal, single-payer, comprehensive and public pharmacare plan that is accessible and affordable, the very principles of universal medicare. The Canada Pharmacare Act will deliver better healthcare and improve the health and lives of millions of Canadians.

Please see below a draft motion for your council's consideration:

BILL C-213, AN ACT TO ENACT THE CANADA PHARMACARE ACT:

WHEREAS Members of Parliament are seeking municipal support for Bill C-213, which seeks to establish a universal, publicly administered pharmacare program based on the same principles as Canada's universal health care program;

WHEREAS it is appropriate to support the request;

It was moved by _____,
Seconded by _____,

And adopted to support Bill C-213, An Act to enact the Canada Pharmacare Act.

We are reaching a crucial period for Bill C-213. **The second hour of debate and first parliamentary vote will take place this upcoming February.** Bill C-213 could be the law of the land by next spring. That is why we are also [calling on you to sign our e-petition](#) to show your continued support for Bill C-213.

Thank you for your consideration about this important issue affecting the health and wellness of all Canadians. We look forward to hearing back from you soon.

Peter Julian, MP
New Westminster - Burnaby
NDP House Leader
NDP Spokesperson on Finance

Bonjour membres du conseil municipal de LIONS BAY,

Bonne année! J'espère que vous et votre famille êtes en bonne santé et en sécurité pendant la pandémie de la COVID-19.

Je donne suite à mon courriel en novembre au sujet de mon projet de loi [C-213, Loi édictant la Loi canadienne sur l'assurance médicaments](#).

Le projet de loi C-213 est une nouvelle législation fédérale novatrice, inspirée de la Loi canadienne sur la santé, qui vise à établir un régime d'assurance-médicaments universel, à payeur unique, complet et public, tel que recommandé par le Conseil consultatif Hoskins C-213 permettra de fournir de meilleurs soins de santé et d'améliorer la santé et la vie de millions de Canadiens et Canadiennes.

N'hésitez pas à utiliser cet exemple de résolution pour souligner votre soutien envers le projet de loi C-213 :

PROJET DE LOI C-213, LOI ÉDICTANT LA LOI CANADIENNE SUR L'ASSURANCE-MÉDICAMENTS :

ATTENDU QUE les député.es cherchent à obtenir l'appui des municipalités pour le projet de loi C-213, qui vise à établir un régime public et universel d'assurance-médicaments, fondé sur les mêmes principes que le régime public et universel de soins de santé du Canada, soit la gestion publique, l'intégralité, l'universalité, la transférabilité, et l'accessibilité ;

ATTENDU QU'il est approprié d'appuyer la demande ;

Il a été proposé par _____,

Appuyé par _____,

Et adopté pour soutenir le projet de loi C-213, Loi édictant la Loi canadienne sur l'assurance médicaments.

Nous arrivons à une période cruciale pour le projet de loi C-213. **La deuxième heure de débat aura lieu le 18 février, suivie par le premier vote parlementaire.** Le projet de loi C-213 pourrait devenir une loi au printemps prochain. C'est pourquoi votre soutien est une étape essentielle pour nous aider à faire avancer le projet de loi C-213. Nous vous invitons également à signer [notre pétition électronique](#) en faveur de C-213.

Je vous remercie de votre attention sur ces enjeux qui touchent la santé et le bien-être de tous les Canadiens et Canadiennes. Nous attendons avec impatience votre réponse.

Restez en bonne santé et en sécurité en ces temps difficiles,

Peter Julian

Député, New Westminster-Burnaby

Leader Parlementaire du NPD

Porte-parole du NPD en matière de finances



January 11, 2021

Hon. George Heyman, Minister of Environment and Climate Change Strategy and
Minister responsible for Translink

Sent VIA email ENV.Minister@gov.bc.ca

Dear Minister Heyman:

Re: Implementing a Province-wide Ban on Anticoagulant Rodenticides

As Mayor of the City of North Vancouver and on behalf of Council, I want to congratulate you on your recent re-election and appointment to the Executive Council.

Despite the ongoing pandemic resulting from the novel coronavirus, we cannot slow down on our response to the climate emergency. I'm encouraged by your background in solutions-oriented negotiations and policy. Now more than ever we need bold, progressive action.

On the North Shore we have had several owls consume rat poison and become dangerously ill. The use of anticoagulant rodenticides poses serious threats to B.C. wildlife and ecosystems through primary and secondary poisoning of non-target species, and have the potential to harm children and pets. To address this issue locally, Council passed a motion just prior to the 2020 Provincial election to ban the use of anticoagulant rodenticides with in the City of North Vancouver.

The motion contained the following active clause:

THEREFORE BE IT RESOLVED THAT the City of North Vancouver create a formal ban on the use of anticoagulant rodenticides on all municipal property and take advantage of opportunities to communicate alternative pest control methods to residents and businesses;

AND THAT Council request that the Mayor write, on behalf of Council, to the Province of BC requesting that the Province ban anticoagulant rodenticides, and that letter be shared with all other local governments in BC.

I therefore humbly request that the Province consider a B.C.-wide ban and find new ways to address the rodent population that does not threaten the wellbeing of other animals dwelling within urban areas.

I appreciate your consideration. Please contact my staff at mayor@cnv.org if you require any additional information.

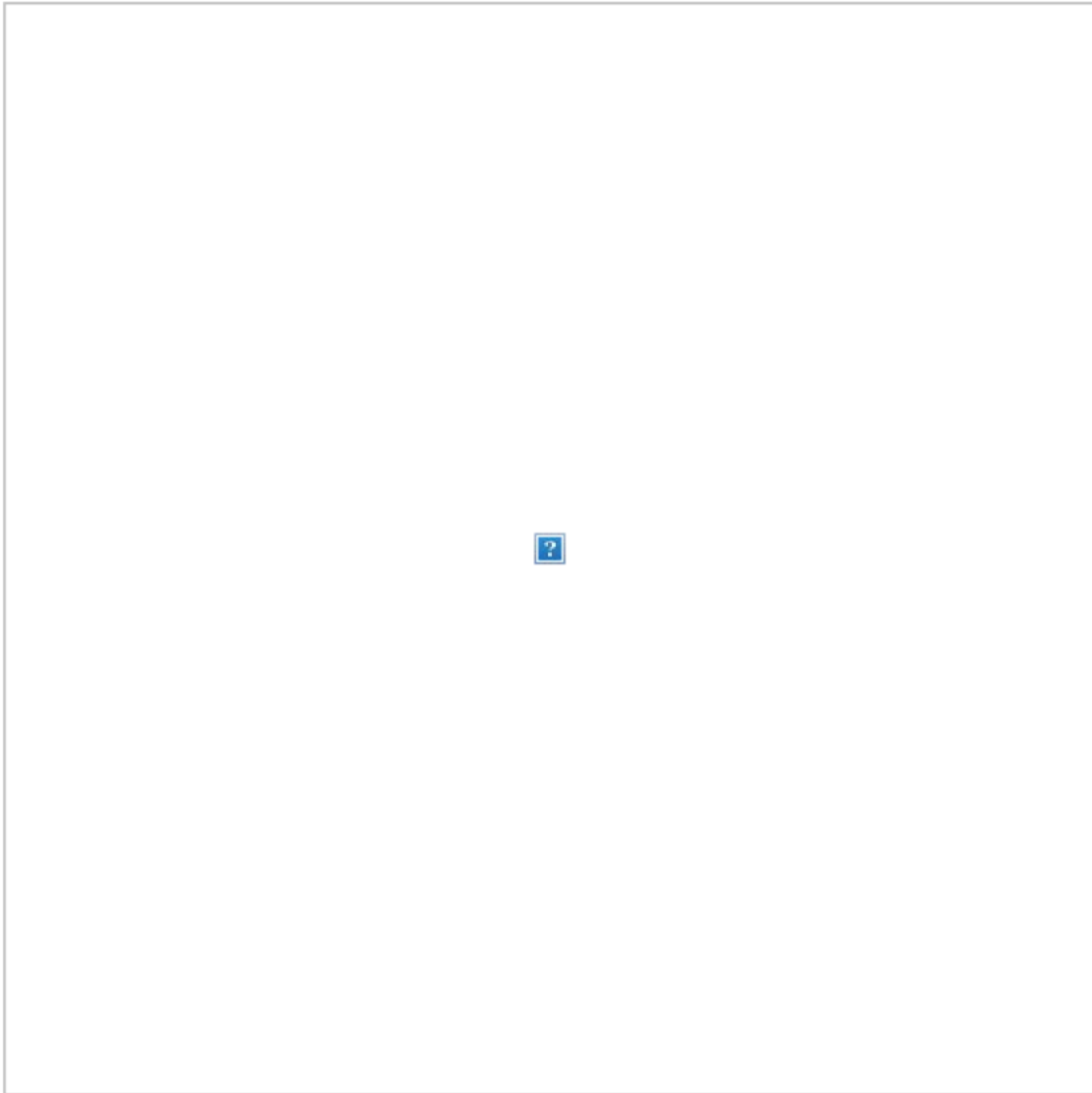
Yours truly,

A handwritten signature in black ink that reads "Linda C. Buchanan".

Mayor Linda Buchanan

c.c. Bowinn Ma, MLA North Vancouver-Lonsdale
All municipal Councils across B.C. via Clerks Departments

From: [Patrick Weiler](#)
To: [Council](#)
Subject: 2020 Year in Review & Minister McKenna Townhall
Date: Friday, January 15, 2021 11:16:08 AM



2020 Year In Review

Dear Mayor and Council,

From the tragic downing of Ukrainian Airlines Flight 752, to rail blockades in support of Indigenous rights, to protests to raise awareness that Black Lives Matter, and of course the COVID-19 pandemic, to say 2020 was a challenging year would be a gross understatement.

For many, the last year has necessitated a significant change in the way we work, from in person to virtual. We have sacrificed time with our loved ones and put off sought after

travel to ensure we limited the spread of a deadly disease. This has tested the mettle of our community and presented us with a collective action challenge where we all must abide by the local health orders in order to keep us safe and healthy.

Challenges like these also reveal the best in our community, identifying acts of altruism and leadership. We are so fortunate that through this trying year, individuals in all positions and walks of life have stepped forward. Our communities have drawn closer and shown compassion for the less fortunate, and governments at all levels have worked together in a Team Canada approach to tackle this challenge. These qualities build our resilience.

To name a few examples to be proud of:

- We saw small businesses adapt and re-tool to create hand sanitizer for hospitals and frontline workers.
- Volunteers came out in droves to help isolated seniors and vulnerable community members.
- We cheered on our healthcare workers who consistently put themselves at risk to keep us safe during this public health emergency.

The Government of Canada has been there to have our backs every step of the way to ensure we have the tools and resources in our health response and to support individuals and businesses facing hardship because of COVID-19. All the while, we have shown we can walk and chew gum at the same time by making progress on fundamental issues like fighting climate change, investing in infrastructure, reconciliation with Indigenous peoples, and improving racial equality, alongside tackling the biggest health and economic challenge of the last century.

At the end of 2019, I said I hoped to do the following in 2020:

1. Build upon the progress we have made through the existing Pan-Canadian Framework on Clean Growth and Climate Change, be firmly on a path to beat our 2030 GHG reduction targets and firmly on a path to get to net-zero emissions by 2050.
2. Implement the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) into our laws at the federal level.
3. Provide great service to the people of West Vancouver – Sunshine Coast – Sea to Sky Country by listening and responding to concerns and speaking to those concerns in Ottawa, providing information and access to federal programs, and working with communities, First Nations, businesses, NGOs, and governments to help them achieve their goals.

I am proud we were able to progress on all of them while coordinating a nimble, efficient and effective health response to the COVID-19 pandemic that did not leave our communities behind. The light is now at the end of the tunnel with vaccines approved, with over 400 000 doses distributed before the end of 2020 and people being immunized right across the country.

Looking forward to next year, I and our government are focused on how we not only recover from the pandemic, but Build Back Better to a country that is more sustainable, inclusive and equitable. By this time next year, the top three items I hope to reflect on having accomplished are the following:

1. Eliminating the COVID-19 virus in Canada, and setting Canada on a road to “Build Back Better”, through the 2021 Budget and creating and utilizing a new Regional Development Agency for British Columbia to support local enterprises and to help them seize the unique economic opportunities available to them.
2. Reforming the Temporary Foreign Workers Program, creating other new immigration programs, and leveraging existing immigration streams to ensure that more new Canadians settle on our shores in 2021 than any other year to date.
3. Creating the framework for a Canada-wide Childcare System so that we are on a path to having universal accessible and affordable childcare in West Vancouver – Sunshine Coast – Sea to Sky Country and right across Canada.

In this newsletter, I detail our 2020 Year in Review. It is structured to show the important federal investments in the riding, including:

- Investing in Canada Infrastructure Program
- Community Programs (Emergency Community Support Fund)
- Support for individuals and businesses in response to COVID-19
- CERB numbers
- CEWS numbers
- CEBA numbers
- CECRA/CERS numbers
- RRRF numbers
- Safe Restart Agreement
- Support for Municipalities
- BC Transit
- Translink
- BC Ferries

- Back to School Fund for School Districts

We go through the legislation that has been introduced and passed in the House of Commons since Parliament returned in September 2020 with a Speech from the Throne.

And we end with some incredible stories of how our office has helped folks in an extremely complex year to highlight how we can be there to support our constituents.

A reminder that you are invited to share your thoughts on the work that I am doing and the priorities that matter to you by filling out our [Constituent Survey Google Form](#). I would love to hear from you about the issues that matter most to you and our community.

My office is always here to help in any way that we can. Please do not hesitate to reach out by phone at 604-913-2660 or by email at Patrick.Weiler@parl.gc.ca.

Please visit my social media platforms for more immediate updates:



Save the Date – Townhall with the Honourable Catherine McKenna

Please join me for a virtual town hall discussion with the Honourable Catherine McKenna, Minister of Infrastructure and Communities on Wednesday, February 10 at 2:00pm PST.

We look forward to covering topics of high interest in our community, and across the country, such as how federal investments are supporting social, green and public transit infrastructure.

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 Minister McKenna and MP Patrick Weiler

Time: Wednesday, February 10 at 2:00pm PT

Facebook Live: <https://www.facebook.com/PatrickBWeiler/>

Investing in West Vancouver-Sunshine Coast-Sea to Sky Country

2020 saw significant and important infrastructure investment projects funded by the federal government through the Investing in Canada Plan. In 2016, the federal government launched the 12-year \$180 billion infrastructure plan, the largest in Canadian history. In 2018, the governments of Canada and British Columbia signed the bilateral agreement providing more than \$4.1 billion in federal funding over the next decade in public transit projects, green infrastructure, social infrastructure, trade and transportation routes, and Canada's rural and northern communities. I am pleased to provide an update on the projects approved in our riding in 2020.

West Vancouver and Bowen Island

In West Vancouver, we invested over \$1M for the [Ferry Building Restoration Project](#), restoring the 106-year-old ferry building that has served as a community public art gallery and centre for 30 years.

On Bowen Island, we invested over \$4M for the construction of the [Bowen Island Community Centre Project](#), which will provide multi-use space for recreational and arts programming that will greatly benefit the community while providing a safe and comfortable space to learn, play and be active.

Community foundations across the region have been working side by side with charities in their communities since the beginning of the COVID-19 pandemic. I have seen firsthand the impact their leadership is having locally and the exceptional work of local charities in assisting seniors, youth and families with responsive and innovative solutions. Through the ECSF, our Government invested over \$300,000 through the West Vancouver Foundation to support local charities responding to COVID-19 as part of the new partnership with Community Foundations of Canada, United Way Centraide Canada, and the Canadian Red Cross.

Sea to Sky Corridor

In Squamish, our Government invested over \$2.5M for the construction of the [Xwu'nekw Park Sea Dike](#) at Mamquam Blind Channel and for the [Jack Webster Bridge Replacement](#). These projects will make our communities more resilient to climate change and increasing flood risks and provide a new two-lane bridge over Culliton Creek.

We invested \$1.4M in the Squamish Lil'wat Cultural Centre Facility Revitalization Project which will significantly improve the building and bring our nations together.

Our government understands the important role that sport, recreation and active living play in our communities. That is why we invested over \$1.6M in the [Pemberton Valley Soccer Field and Amenity Building Project](#) that will construct a new grass soccer field with a water well for irrigation, fencing and lighting, and an amenity building with washrooms, change rooms, storage, concession, and commercial kitchen space.

We also invested over \$4.4M for the N'Quatqua First Nations Multi-use Facility that will replace the existing building to include a community hall, fitness centre and cultural chamber to accommodate community gatherings and recreational activities.

We also invested \$268K for the Southern [Stl'atl'imx Health Centre Refurbishment Project Replacement](#), including one new trailer to be used as the Southern Stl'atl'Imx Health Centre that supports four First Nations with medical, dental and counselling services.

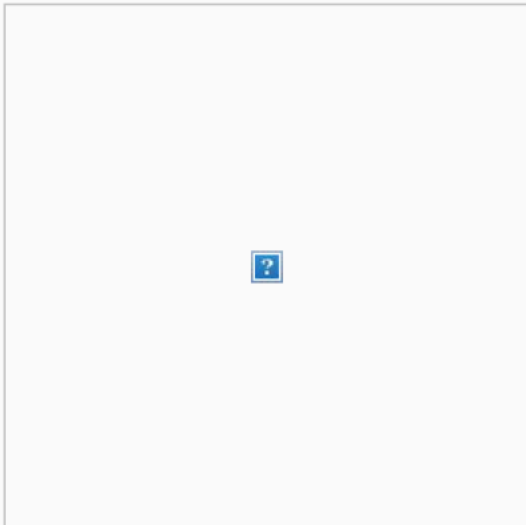
Sunshine Coast

On the Sunshine Coast, we invested \$101,200 for the [Accessible Performance Space for Hackett Park](#) in Sechelt which ensures the community has a safe and accessible place to walk, gather and play through the construction of a multi-use outdoor amphitheatre and performance space, including a performance platform and pathways leading to the facility.

Coopers Green Hall in Halfmoon Bay is a historic building that provides a hub for the community, bringing people together through recreational activities and events. We are proud to invest over \$1M for the construction of a new community hall which will include a large meeting and event space, lobby, decks and a mechanical room.

Lastly, our Government invested \$573,000 for the Gibsons White Tower Storm Water Pond to intercept storm water and re-route it into the Whitetower Park Storm Water ponds, increasing capacity to manage and treat storm water. This project will include environmental protection, flow diversion, installation of water-quality treatment systems, and installation of storm and sewer piping as well as manholes/catch basins.

All told, these projects amount to \$17.5M in direct investment throughout the riding, enriching our communities, making them more resilient and inclusive for the future. Families for generations will benefit from these investments that will create jobs, and build stronger, healthier communities and support local economies.



Supporting Canadians through COVID-19

The COVID-19 pandemic has fundamentally changed our daily lives and created hardships for many in our country. From the onset, our Government worked hard to protect Canadians and support workers, families, and businesses from the economic impacts of the pandemic. Since then, in British Columbia, we have supported over 1.1 million individuals under the Canada Emergency Response Benefit to help those who lost their jobs during the pandemic and continue to do so with the Canada Recovery Benefit.

We have supported over 259,880 applications and on average 450,000 jobs in British Columbia with the Wage Subsidy totaling over \$6 billion in support, and 109,691 businesses as of December 2020 totaling \$4.4 billion in support with the Canada Emergency Business Account (CEBA) loan. We are also continuing to invest over \$2 billion in the Safe Restart Agreement for British Columbia, to help the BC Government, municipalities, and businesses safely operate. Our Government has also approved close to 1000 projects in BC through our Community Foundations to support vulnerable populations during the pandemic.

Below you will find a list of the Government of Canada's COVID-19 related support programs and initiatives this year and the related statistics, where available:

Support for Individuals & Families:

- [Canada Emergency Response Benefit \(CERB\) & Canada Recovery Benefit \(CRB\)](#)
 - Through the CRB, our Government has received (as of December 6, 2020) 542,270 applications for a total of \$542,270,000 in British Columbia.
 - Through the CERB, our Government has provided \$81,640,000,000 in response to over 27,560,000 Canadian applicants.
- [Canada Child Benefit top-up](#)
- [Mortgage payment deferrals](#)
- [Deferral of Income Tax](#)

Support for Seniors:

- [Old Age Security \(OAS\) & Guaranteed Income Supplement \(GIS\) top-ups](#)
- [Reducing required minimum withdrawals for Registered Retirement Income Funds](#)

Support for Students:

- [Canada Emergency Student Benefit \(CESB\)](#)
 - Through the CESB, our Government has provided \$341,327,000 to over 255,410 students in British Columbia.
- [Six-month interest-free moratorium on the repayment of Canada Student Loans](#)

Support for Workers & Businesses:

- [Canada Emergency Wage Subsidy \(CEWS\)](#)
 - From March 15 to October 24, 2020, British Columbia received

\$6,085,055,000 to support Canadian workers and businesses.

- Pandemic Pay Support
- Canada Emergency Business Account (CEBA)
 - Through CEBA, our Government has provided \$4,423,000,000 to over 110,500 businesses in British Columbia.
- Regional Relief and Recovery Fund (RRRF)
 - On May 13, 2020, the Regional Relief and Recovery Fund (RRRF) launched. The fund enables Western Economic Diversification among other RDAs to deliver \$962 million to support small and medium-sized enterprises (SMEs) who have been unable to access other federal measures. As of November 19, we have approved 963 projects in BC through the RRRF for a total of \$33,579,979.
 - The total amount going to British Columbia through the RRRF was originally \$304M which was topped up by \$263M for a total of \$567M. With the most recent top-up, Community Foundations in BC received \$67M.
- Canada Emergency Commercial Rent Assistance (CECRA) & Canada Emergency Rent Subsidy (CERS)
- Funding through the Business Credit Availability Program (BCAP)
- Large Employers Emergency Financing Facility (LEEFF)
- Deferral of GST remittances and customs duty payments
- Highly Affected Sectors Credit Availability Program (HASCAP)

Support for Communities & Vulnerable Populations:

- COVID-19 Emergency Community Support Fund
 - The Government of Canada's Emergency Community Support Fund (ECSF) aims to provide additional and much-needed assistance to charities and non-profit organizations serving vulnerable populations affected by COVID-19.
 - Through the ECSF, our Government helped support the West Vancouver Community Foundation invest over \$318,000 towards local charities and qualified organizations supporting vulnerable populations affected by the pandemic. Recipients of that funding can be found [here](#).
 - We were also able to invest more than \$122,000 through the Sunshine Coast Community Foundation through the ECSF. Recipients of that funding can be found [here](#).
- Reaching Home Initiative
- Emergency Food Security Fund
 - In April, the Government launched the \$100 million Emergency Fund to improve Canadian food security to support national, regional, and local organizations across Canada that are able to reach people and communities experiencing food insecurity and who have been impacted by COVID-19. This Fund supports the purchase and distribution of food on an emergency basis across the country.
 - Over the summer I was proud to announce over \$299K invested directly in food banks and other local food rescue organizations that are helping to improve access to food for people experiencing food insecurity in Canada due to the COVID-19 pandemic.

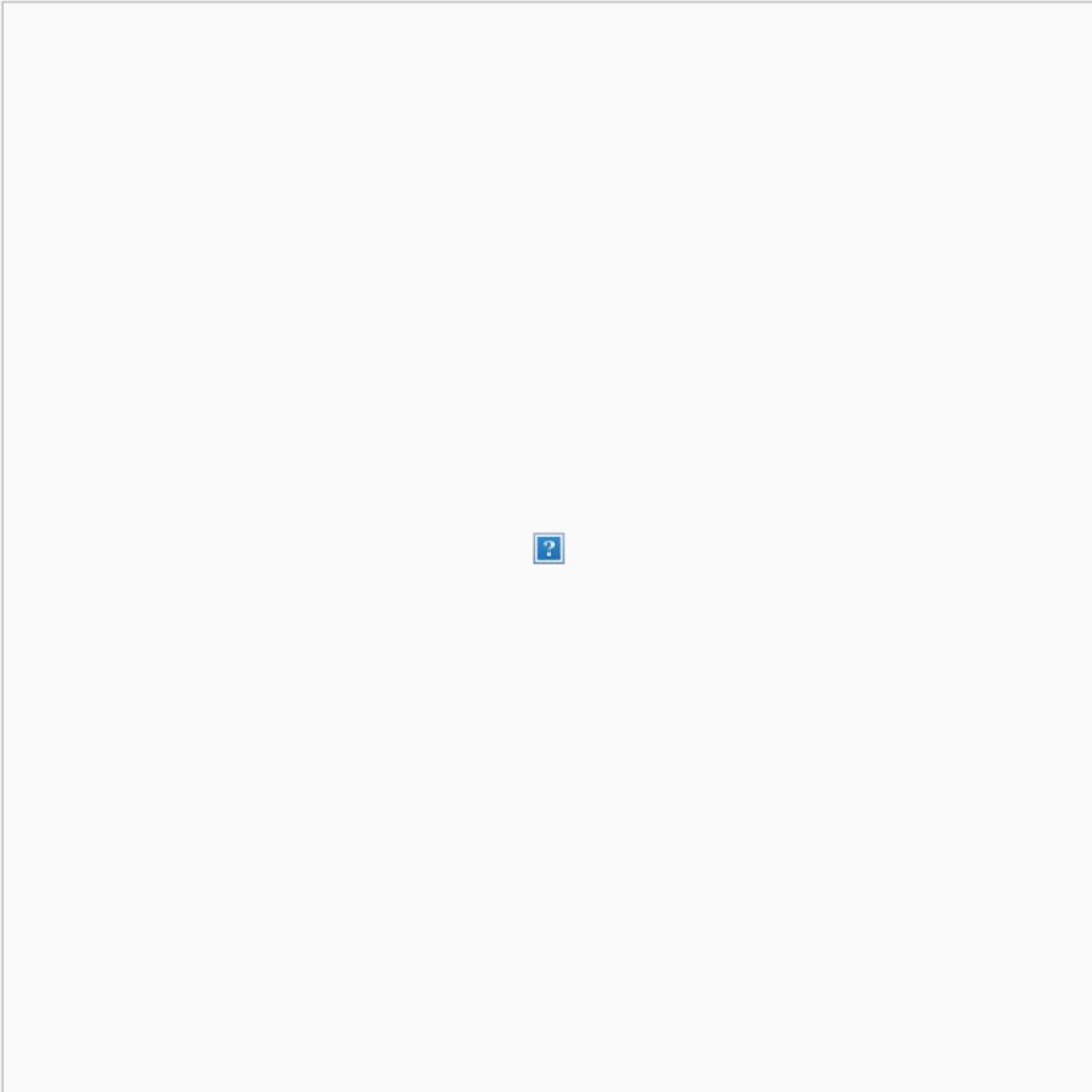
Wellness Together Canada

Support for Provinces & Municipalities:

- Safe Restart Agreement
 - The Safe Restart Agreement is providing \$1.96B in total to British Columbia.
 - Through the Safe Restart Agreement, our Government provided over \$19.8M directly to municipalities in our riding who are on the front lines of a safe restart of the economy and will need to put in place appropriate precautions to minimize the spread of COVID-19 and manage public spaces and critical services, like public transit.
- Safe Return to Class Fund
 - Additionally, the Government of Canada provided over \$2.7M to the three school districts (45, 46 and 48) that are helping to continue educating our youth under unique and difficult circumstances.
- BC Transit
 - BC Transit will receive \$86M to help support municipal partners that depend on fare revenues as part of the provincial-municipal partnership to deliver BC Transit services throughout the province.
 - The full contribution will help cover expected municipal partner losses in the near term caused by the COVID-19 pandemic, which include added operational costs to maintain safe transit services.
 - The contribution will help municipal partners to limit average annual fare increases to 2.3% until March 31, 2024.
 - BC Transit will support British Columbia's Restart Plan by maintaining essential service levels in all its service areas, including BC Bus North.
- Translink
 - TransLink is receiving one-time funding of \$644M. This not only helps ensure the people of the Lower Mainland have access to important transit when they need it, but also that fares will be kept affordable.
 - \$600M will help cover expected 2020 and 2021 calendar fiscal year operational losses caused by the COVID-19 pandemic and help continue transit services as part of British Columbia's Restart Plan.
 - \$44M will help ensure TransLink can limit average annual fare increases to 2.3% until the end of 2024.
- BC Ferries
 - BC Ferries is receiving one-time funding of \$308 million:
 - \$280M will help cover expected 2020-21 and 2021-22 fiscal year operational losses caused by the COVID-19 pandemic and help continue important core ferry service levels as part of British Columbia's Restart Plan.
 - \$24M to will help ensure BC Ferries can limit average annual fare increases to 2.3% until March 31, 2024, in line with the rate caps established by the BC Ferries regulator prior to the onset of the pandemic.
 - \$4M to help ensure continuation of discretionary sailings (those above contract levels that may have been discontinued due to COVID-19) on the minor and northern routes over the next three years.
 - Where appropriate, BC Ferries will aim to provide ridership capacity at 20% above anticipated demand on all routes (other than northern routes) to

minimize sailing waits during peak times.

- [Lockdown Support](#)
- [Supplying Canada's response to COVID-19](#)





Keeping our Promises – Legislation in the House of Commons

Bill C-3

First proposed by Conservative MP Rona Ambrose through a Private Member's Bill, [Bill C-3, An Act to amend the Judges Act and the Criminal Code](#) has re-entered the House floor and, I am proud to say, received unanimous consent, in principle, from all parties.

Survivors of sexual assault in Canada deserve to have confidence in the judges ruling on their cases— that when making a decision, judges will have the necessary training to understand the complex nature of sexual assault cases as well as education on the myths and stereotypes that often surround them. Bill C-3 will address these issues by strengthening training requirements for newly appointed federal judges and providing existing judges with broader training and education on sexual assault.

Bill C-4

The Government of Canada is continuing to take significant and decisive action to support Canadians and protect jobs during the ongoing global COVID-19 pandemic. That is why

we introduced [Bill C-4, An Act relating to certain measures in response to COVID-19](#). This legislation created the Canada Recovery Benefit (CRB) to support gig and contract workers who have their incomes impacted by COVID-19. The CRB provides \$500 per week for up to 26 weeks to workers who meet the eligibility criteria. This includes not qualifying for Employment Insurance, not being employed or having a reduction of at least 50% in employment or self-employment income, and being available for and looking for work. It also established the Canada Recovery Sickness Benefit which provides \$500 per week, for up to 2 weeks, effective September 27, 2020 for 1 year, for workers who are unable to work and provides 2 weeks of sick leave to all Canadians in the context of COVID-19. Lastly, it created the Canada Recovery Caregiving Benefit which provides \$500 per week for up to 26 weeks per household for eligible workers. It is available to individuals who are unable to work at least 50% of their normal work and need to take unpaid leave to care for their child under 12 due to a school, daycare or day program closure, a family member who requires supervised care who is unable to attend a day program, or because the usual caregiver is not available due to COVID-19. The benefit is also available if the child or family member could not attend their normal school or care facility because they were sick, in quarantine or at high risk of serious health implications due to COVID-19. Bill C-4 received Royal Assent on October 2, 2020.

Bill C-5

There is no relationship more important to Canada than the one with Indigenous Peoples. Canada needs to recognize the harm Residential Schools and other atrocities have had against First Nation, Inuit and Metis people. We are following through another Call to Action (#80) and with [Bill C-5, An Act to amend the Bills of Exchange Act, the Interpretation Act and the Canada Labour Code \(National Day for Truth and Reconciliation\)](#) to make September 30th the National Day for Truth and Reconciliation to honour the survivors of Residential Schools.

Bill C-6

Conversion therapy is a degrading practice that targets vulnerable LGBTQ2 Canadians in an attempt to change their sexual orientation or gender identity, and can lead to life-long trauma. It is rooted in the belief that sexual orientation or gender identity can and should be changed to fit a narrow idea of what is 'normal' or 'natural'. [Bill C-6, An Act to amend the Criminal Code \(conversion therapy\)](#), will amend the Criminal Code to criminalize conversion therapy-related conduct. It is identical to former Bill C-8, which was introduced on March 9, 2020.

Bill C-7

The Government of Canada is amending our legislation on Medical Assistance in Dying (MAID). [Bill C-7 – An Act to amend the Criminal Code \(medical assistance in dying\)](#) proposes amendments to the Criminal Code provisions on MAID in response to the Superior Court of Québec Truchon decision, which struck down the eligibility criterion requiring that natural death be reasonably foreseeable. It is identical to former Bill C-7, which was introduced on February 24, 2020. The Bill proposes to repeal the MAID eligibility criterion that requires a person's natural death to be reasonably foreseeable while specifying that persons whose sole underlying medical condition is a mental illness are not eligible for MAID. It also creates two sets of safeguards that must be respected before MAID is provided, permits the waiver of the requirement to give final consent in specific circumstances, and makes changes to the MAID monitoring regime to capture information from a wider range of assessments approaches.

Bill C-8

The Government of Canada is taking action to amend the Citizenship Act. [Bill C-8, An Act to amend the Citizenship Act \(Truth and Reconciliation Commission of Canada's call to action number 94\)](#), aims to modify the Oath of Affirmation of Citizenship; the current oath has not been modified in over 40 years. The oath being taken will include both an allegiance to Her Majesty, Queen Elizabeth II and its modification will allow for recognition and reconciliation of the Indigenous Peoples of this country. We understand the struggles that Indigenous Peoples have faced in Canada and we recognize the necessity to familiarize the latest citizens of this country with these matters.

Bill C-9

Many have suffered as a result of the COVID-19 pandemic, especially businesses. The Government of Canada passed [Bill C-9, An Act to amend the Income Tax Act \(Canada Emergency Rent Subsidy and Canada Emergency Wage Subsidy\)](#), which provides simple and easy-to-access rent and mortgage support until June 2021. Specifically, this legislation created the new Canada Emergency Rent Subsidy (CERS) and extended the Canada Emergency Wage Subsidy to June 2021. The Canada Emergency Rent Subsidy (CERS) is provided directly to tenants, while also providing support to landlords. The CERS also supports businesses, charities, and non-profits that have suffered a revenue drop, by subsidizing a percentage of their expenses, on a sliding scale, up to a maximum of 65 percent of eligible expenses until March 13, 2021, as outlined by the Fall Economic Statement. The new Lockdown Support provides an additional 25% support through the CERS for qualifying organizations. When combined, businesses that have been affected the most by the pandemic could receive rent support of up to 90 percent. The extension of the Canada Emergency Wage Subsidy to June 2021 will encourage employers to keep their employees or rehire them. This measure will fulfil the Government's plan to restore the employment rate to what it was previous to the pandemic. In the Fall Economic Statement, we pledged to increase the Wage Subsidy's maximum rate of 75% until March 13, 2021. Bill C-9 received Royal Assent on November 19, 2020.

Bill C-10

The Government has taken action to amend the Broadcasting Act through [Bill C-10, An Act to amend the Broadcasting Act and to make related and consequential amendments to other Acts](#). The last major reform of the Broadcasting Act was in 1991 – before dial-up internet was widely available in Canada. Services like Crave, Netflix, Tou.TV and Spotify have dramatically changed how we watch television and movies and listen to music. However, online broadcasting services are not subject to the same rules as traditional broadcasting services like over-the-air television, cable and radio. This Bill delivers on the Government's commitment to ensure that web giants contribute to the creation, production, and distribution of Canadian stories and music – in both official languages, as well as Indigenous languages. This legislation will ensure online broadcasters contribute their fair share to support Canadian music and stories, while providing more creative opportunities in Canada, for Canadians and by Canadians. We are ready to work with our colleagues in opposition parties to protect our culture and promote Canadian works and creators in Canada and abroad.

Bill C-11

Our Government understands the importance Canadians place on their personal privacy and information. That is why we introduced [Bill C-11, Digital Charter Implementation Act, 2020](#). This legislation will significantly increase protections to Canadians' personal

information by giving Canadians more control and greater transparency when companies handle their personal information. The DCIA would also provide significant new consequences for non-compliance with the law, including steep fines for violations. Modernized consent rules would ensure that individuals have the plain-language information they need to make meaningful choices about the use of their personal information. To further improve their control, individuals would have the right to direct the transfer of their personal information from one organization to another. For example, individuals could direct their bank to share their personal information with another financial institution. Additionally, the accessibility of information online makes it hard for individuals to control their online identity. This legislation would allow individuals to request that organizations dispose of personal information and, in most cases, permit individuals to withdraw consent for the use of their information.

Bill C-12

Canadians recognize that much more work is required to protect the environment for the benefit of future generations which is why they are calling on the government to deliver a concrete plan on how we are going to achieve net-zero by 2050. [Bill C-12, Canadian Net-Zero Emissions Accountability Act](#), will require that national targets and plans for the reduction of greenhouse gas emissions in Canada be put in place, with the objective of attaining net-zero emissions by 2050. The initial 2030 target must be set by the Minister of the Environment within six months of coming into force of this Act along with an emissions reductions plan. Both must be tabled in Parliament. This legislation requires progress reports to be tabled, and creates an advisory body to inform our climate plans. The bill also will require the Minister of Finance to disclose climate risk and opportunities from government policies.

Countries around the world are accelerating their transition to a net-zero economy, and Canada cannot fall behind. We will be there with them to seize the economic opportunity that climate action presents and provide the world with the cleanest, most cutting-edge innovations – not just now, but for decades to come. Net-zero is not just a plan for a healthier environment; it is a plan to build a cleaner, more competitive economy. This legislation will hold the federal government to its commitment to achieve net-zero emissions by 2050, and to exceeding our 2030 Paris target.

Bill C-15

In 2016, the Government of Canada endorsed the United Nations Declaration on the Rights of Indigenous Peoples without qualification, and committed to its full and effective implementation. In December, our Government tabled [Bill C-15, United Nations Declaration on the Rights of Indigenous Peoples Act](#), which will affirm the Declaration as a universal international human rights instrument with application in Canadian law. The Bill also provides a framework for its implementation by the Government of Canada. Bill C-15 is about protecting and promoting the rights of Indigenous peoples including rights to equality and non-discrimination, self-government and the inherent right to self-determination. It also highlights the importance of respecting and promoting the rights in treaties, agreements and other constructive arrangements between the Crown and Indigenous peoples. If passed, this Bill will represent another important step forward in our collective reconciliation journey - one that would open the way to greater opportunities for lasting relationships with Indigenous peoples, closing socio-economic gaps and promoting greater prosperity for today and for future generations.

Bill C-18

With the United Kingdom having completed its transition out of the European Union, Canadians and Canadian businesses can be assured that our trading relationship will continue with stability and predictability in mind. To that end, our Government introduced [Bill C-18, An Act to implement the Canada-United Kingdom Trade Continuity Agreement](#). Now more than ever, our businesses and all Canadians need predictability and stability, which the Canada-UK TCA will provide. Our Government worked hard to ensure it preserves the main benefits of our ambitious EU trade deal, CETA, including: the elimination of tariffs on 98% of Canadian products exported to the UK, and high standards for consumers, workers, and the environment. We also look forward to returning to the negotiating table within one year of this agreement's ratification, to work on a new comprehensive free trade agreement with the UK – one with high standards and a focus on small businesses, women, the environment, and digital trade.

An Unprecedented Year - Our Government's Work in 2020

Supporting the Canadian-Iranian Community

Although the COVID-19 pandemic has overshadowed much of the year, we must not forget the 176 lives, including 55 Canadian citizens and 30 permanent residents, that were tragically lost in the space of a few minutes last January. It is imperative that we support our Canadian-Iranian friends and the victims across Canada and all around the world who will suffer the tragic loss of loved ones for years to come. With extensive work and engagement by the Foreign Affairs Minister, our Government continues to support efforts to determine who was responsible for this heinous attack. I'm proud as well that during a time of extreme distress we were able to provide victims' families a sliver of solace with \$25,000 each for funeral expenses and travel. It has been a point of pride for me as the federal representative that we came together at the memorial for the victims of Flight 752 at West Vancouver's Centre for Jewish Life, Congregation Har El. There is nothing more Canadian than seeing people of diverse backgrounds come together in times of need.

Helping our Australian Friends

Many will recall the remarkably and deeply upsetting deaths and destruction caused by the devastating wildfires in Australia. In December 2019, almost 100 Canadian fire management personnel deployed to Australia and 69 additional fire management personnel were deployed later to help combat this environmental catastrophe. The Government of Canada and Canadians stepped up at a critical time to help our Commonwealth ally.

Ratification of NAFTA 2.0

On July 1, 2020, the new Canada-United States-Mexico Agreement (CUSMA), or NAFTA 2.0 as some have referred to it, entered into force. The new NAFTA is good for Canadians, in every region and in every sector of our economy. It is good for workers, families, entrepreneurs, and businesses. It supports the prosperity of communities across our country. Throughout the negotiations, we consulted with the provinces and territories. We engaged with Canadians from all walks of life, including labour organizations, Indigenous peoples, women, youth, and civil society at large to arrive at an agreement that works best for all of Canada.

Tackling Systemic Racism & Anti-Black Racism

Anti-Black racism is real. Unconscious bias is real. Systemic discrimination is real. For millions of Canadians, it is their daily, lived reality. And it's causing real pain. Over the past five years, our Government has worked with communities to recognize and address injustices. We've taken action to support community organizations, invest in better data, and fight racism. We funded Statistics Canada so they could create a Centre for Gender, Diversity and Inclusion Statistic hub. We are funding community organization capacity building in Black communities across Canada. We signed on and committed to the United Nations International Decade for People of African Descent. This work culminated in the release of Canada's Anti-Racism Strategy for 2019-2022, and the creation of an Anti-Racism Secretariat. In September, we announced investments of up to nearly \$221 million in partnership with Canadian financial institutions – including up to nearly \$93 million from the Government of Canada over the next four years – to launch Canada's first-ever Black Entrepreneurship Program. These are important first steps and while we've made some progress, we know there is still so much more to do.

Beirut Explosion Support

Following the tragic explosion that occurred in the port of Beirut, Lebanon, on August 4, 2020, our Government provided up to \$5 million in humanitarian assistance to help the people of Lebanon. This includes an initial \$1.5 million going immediately to trusted humanitarian partners on the ground, including the Lebanese Red Cross via the Canadian Red Cross Society, to provide safe shelter, clean water, medicines and basic necessities for those in need. This initial contribution helped meet the immediate, most urgent needs of those devastated by this explosion. Minister of International Development, Karina Gould, announced that the Government of Canada would match every donation made by individual Canadians to the Humanitarian Coalition and its members between August 4-24, 2020, up to a maximum of \$2 million. Global Affairs Canada has transferred the matching funds to the Humanitarian Coalition, which will in turn allocate the funds among its members based on criteria such as their capacity and presence in the affected region. Businesses in our community are showing leadership themselves. Lebanese communities around the world were impacted by the tragic explosion in Beirut. Michel Ibrahim, who owns a West Vancouver barbershop, raised over \$500,000 in donations for the Red Cross to support the families affected by the Beirut blast at the time of writing. We are very thankful for Michel's efforts.

40th anniversary of Terry Fox's 'Marathon of Hope.'

In 2020, we marked the 40th anniversary of Terry Fox's 'Marathon of Hope.' Terry's courage and persistence made him a true Canadian hero, and gave hope to people around the world. As we honour his legacy, let's continue to support the people and families affected by cancer, and keep working together to find a cure.

Speech from the Throne 2020

On September 23, 2020, the Governor General delivered the Speech from the Throne. This highlighted our Governments focus to protect Canadians through a second wave, establish national standards for long-term care, create a Canada-wide early learning and childcare system and continue to fight climate change and invest in green technology. The Throne Speech outlined our continuing response to the pandemic and how we will build a Canada that is more resilient, healthier, more competitive, and safer. We also committed to building a Canada that is more fair and inclusive for all Canadians. Because to build a Canada that works for everyone, we will need to take bold action on health, the economy,

equality, and the environment. This is our opportunity to contain the global crisis and build back better, together.

Every Canadian deserves a safe and affordable place to call home; this is especially true during a worldwide pandemic. In September, we launched a [\\$1B Rapid Housing Initiative \(RHI\)](#) to help address urgent housing needs of vulnerable Canadians by rapidly creating up to 3,000 new affordable housing units. The RHI will be delivered under the National Housing Strategy (NHS) and contribute to the achievement of our NHS targets, such as reducing chronic homelessness by 50% and reducing housing need for Canadians. It will also complement existing NHS initiatives.

As we work toward our economic recovery from the pandemic and begin to Build Back Better, we will continue to make investments in infrastructure that will create good jobs for Canadians, build stronger communities, and make our economy more sustainable and resilient for everyone. It was a pleasure to have the Prime Minister, along with Minister McKenna, announce \$10 billion in new major infrastructure initiatives to create good middle-class jobs and economic growth. The [Canada Infrastructure Bank's \(CIB\) Growth Plan](#) will help Canadians get back to work and is expected to create approximately 60,000 jobs across the country. The three-year plan will connect more households and small businesses to high-speed Internet, strengthen Canadian agriculture, and help build a low-carbon economy.

Working to End Plastic Pollution

We know that plastic pollution harms Canadians and their communities. In fact, only 9% of plastic in Canada gets recycled, with the remaining 91% contaminating our waterways with chemicals, harming our wildlife, and creating microplastics that end up in our drinking water. As we continue to grapple with the global COVID-19 pandemic, which has resulted in Canadians using more plastic items, like gloves and sanitizer bottles, it has become clear that we must take action, and quickly.

In October, Environment and Climate Change Minister Jonathan Wilkinson announced our plan to achieve [zero plastic waste by 2030](#). Part of our strategy involves banning harmful single-use plastic items that are difficult to recycle like plastic bags, straws, six-pack rings, and plastic food containers. We are also introducing new requirements for recycled content, which will boost investments in recycling infrastructure and encourage clean innovation in sectors like the manufacturing industry. We also announced \$2 million through the Zero Plastic Waste Initiative for 14 new plastic reduction initiatives led by communities, organizations, and institutions across Canada.

COVID Alert App

As we work through the second wave of the pandemic, we must continue to prioritize the health and safety of Canadians by finding innovative solutions to track and limit further spread of the virus. That is why our Government created the COVID Alert App, which was officially launched in August by the Prime Minister. We will continue to engage with the Province of British Columbia to roll it out in the province.

BC Provincial Election

Last year, we went to the polls and participated in our democratic process during the BC Provincial Election. I want to congratulate the BC NDP for securing a majority government and congratulate all those who put their name forward to represent communities across the province. A special congratulations to Nicholas Simons (Powell River-Sunshine Coast), Jordan Sturdy (West Vancouver-Sea to Sky) and Karin

Kirkpatrick (West Vancouver-Capilano) who I know will do a fantastic job representing our communities in the provincial legislature. Similarly to our everyday lives and work over the past several months, much of the campaign was online through town halls, meet and greets, and advertising. Many of the re-elected BC government's promises have potential federal involvement, and I look forward to working with our provincial counterparts to help Build Back Better.

US Presidential Election

Canada and the United States enjoy an extraordinary relationship – one that is unique on the world stage. Our shared geography, common interests, deep personal connections, and strong economic ties make us close friends, partners, and allies. We will further build on this foundation as we continue to keep our people safe and healthy from the impacts of the global COVID-19 pandemic, and work to advance peace and inclusion, economic prosperity, and climate action around the world. I warmly congratulate President-elect Joe Biden and Vice President-elect Kamala Harris on their election.

Universal Broadband Fund

In November, the Prime Minister announced an investment of \$1.75 billion to help connect Canadians to high-speed Internet across the country, grow businesses, and create jobs. This investment will connect 98% of Canadians across the country to high-speed Internet by 2026, with the goal of connecting all Canadians by 2030. Announced originally in Budget 2019 as \$1 billion, an additional funding of \$750 million for the [Universal Broadband Fund](#) will help advance projects with partners, like the Canada Infrastructure Bank, to connect Canadian households and businesses in underserved communities over the next six years.

Fall Economic Statement

In December, Deputy Prime Minister and Minister of Finance, the Honourable Chrystia Freeland, delivered the [2020 Fall Economic Statement](#) to update Canadians on the Government of Canada's plans to protect and support Canadian workers, families, and businesses during the pandemic and lay the roadwork for our post-pandemic economic recovery. You can read more about the Statement [here](#).

Canada's Climate Action Plan

In December 2020, the Prime Minister, along with Minister Wilkinson, Minister Guilbeault and Minister McKenna, announced [Canada's Strengthened Climate Plan](#). This plan takes the same approach to the climate crisis as we have to the COVID-19 pandemic – urgency, focus, science-based decisions, working together across borders and focusing on the planet we want for everyone. Importantly, it includes 64 new measures and \$15 billion in investments in addition to the Canada Infrastructure Bank's \$6 billion for clean infrastructure announced this fall as part of its Growth Plan. These include investments in green and inclusive community buildings, retrofits, and rebates up to \$5000 on light-duty zero-emissions vehicles. It also continues Canada's price on pollution through to 2030, rising at \$15 per tonne after 2022, while returning the proceeds back to households, with the majority receiving more money back than they pay in provinces where the federal system applies. You can find more details [here](#).

Getting Open Net-Pen Fish Farms Out of BC Waters

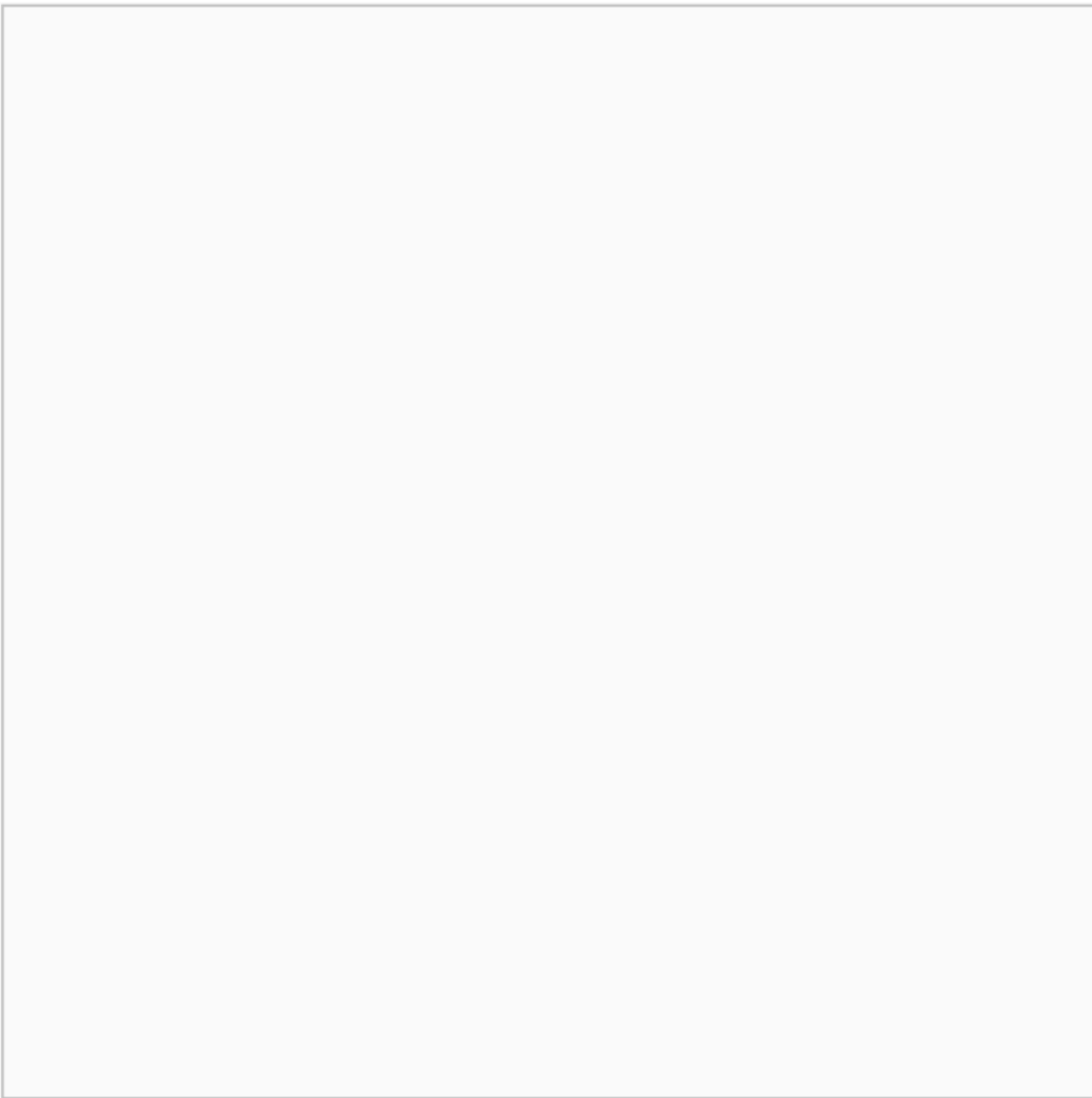
On December 17th, the Honourable Bernadette Jordan, Minister of Fisheries, Oceans, and the Canadian Coast Guard, announced her intention:

- To phase out existing salmon farming facilities in the Discovery Islands, with the upcoming 18-month period being the last time this area is licenced;
- To stipulate that no new fish of any size may be introduced into Discovery Islands facilities during this time;
- To mandate that all farms be free of fish by June 30th, 2022, but that existing fish at the sites can complete their growth-cycle and be harvested.

I'm proud that Terry Beech, the local Member of Parliament for Burnaby North – Seymour, and Parliamentary Secretary to Minister Jordan, will be leading the consultation process with First Nations, the Province of BC, the aquaculture industry, and environmental stakeholders to identify real and concrete solutions for transitioning open-net pens in BC waters.

Constituency Office Supports

Our office will continue to assist our community with any and all casework questions including issues or concerns with any federal department or agency such as Service Canada (including but not limited to OAS, GIS, EI or CPP), Canada Revenue Agency, Immigration, Refugee and Citizenship Canada, Passport Canada, Phoenix Pay System, Veterans Affairs or Indigenous Affairs.



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From: [Ron McLaughlin](#)
To: [Agenda](#)
Subject: Fw: Lions Bay Emergency Program
Date: Wednesday, December 16, 2020 7:30:33 PM

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: Marek Sredzki [REDACTED]
Sent: Wednesday, December 16, 2020 10:57 AM
To: Peter DeJong <cao@lionsbay.ca>
Cc: Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Subject: Re: Lions Bay Emergency Program

Hello Mr. DeJong,

Thank you for your note referring to Emergency Program Coordinator.

Of 140+ municipalities in BC, Lions Bay is #2 in property taxes. When I moved in 35 years ago LB taxes were amongst the lowest.

We (most of the residents) believe that **Lions Bay does not have a revenue problem; we have a spending problem.**

The only municipality with higher taxes than us is West Vancouver, but look at how many more services they have (sewers for all, recreational centres, professional fire department, dedicated police department, library etc and no collections for any parking - all unavailable in Lions Bay.

Certainly, we are missing the savings that come with an "economy-of-scale", but that is exactly why **we need to plan, function & spend like the village we are, and not like a metropolis.**

The hiring of a Planner is what we don't need and cannot afford. In many projects like this one, residents could provide voluntary/in-kind work.

Emergency Program's most elements were sorted out already through the years. The coordinator's work was supposed to be finalized this summer, but it appears to be nearly done according to your information.

Like everything else, this must have a defined budget.

What is the cost incurred thus far and what do you expect it to be at the end? What is the time limit for this exercise?

Perhaps we need to discover how similar municipalities to Lions Bay are spending. Perhaps a plebiscite on all expenditures over a certain figure is needed.

WE would like you to consider a more realistic management tactic. Let me assure you that we are very serious about it.

The Metro Delegation presentation on Dec 15th expressed well how little in common we (Lions Bay) have with Metro Vancouver.

It is becoming clear we have NO benefits to name but unnecessary expenses. If you see any benefits, please indicate.

It appears that you are not clear on two issues addressed during the council session yesterday:

- Sewage taxes

In addition to the extra charges for the upgrade, you've indicated to increase again a sewage tax to accumulate funds for future sewage plant reconstruction of the brand new equipment. The regular sewage tax is already set to pay for regular maintenance and accumulate the Sewer Fund surplus for major upgrades.

- Works Yard relocation - likely a temporary relocation only

Your rush to apply for the land use is premature. The concept might be of a financial benefit to the village, however, a pro forma budget must be first made.

- Yard relocation would most likely cost min \$1.5M

- the realistic market value of the current yard's property must be established

- Rezoning of the current lot may or may not be granted by residents.

There is a much better alternative solution by obtaining rights to the land above Brunswick Beach. It is all in the records and Brenda Broughton would be a good source of information.

Regards,

Marek Sredzki

On Dec 15, 2020, at 4:43 PM, Peter DeJong <cao@lionsbay.ca> wrote:

Hello Mr. Sredzki:

At the strategic planning session I indicated I would provide you with a response in respect of your concerns about the Municipality's spending on Emergency Program matters and the work being performed by our Deputy Emergency Program Coordinator.

As you may or may not know, the Municipality has a number of obligations and responsibilities in respect of Emergency preparedness. With no one in the organization previously dedicated to ensuring we were meeting our obligations, a number of tasks were falling between the cracks and it was important for us to take steps to rectify that situation.


As a result, we hired a part-time (16 hours per week) Deputy Emergency Program Coordinator to bring us up to speed and keep us there. The following is a list of tasks that were identified as needing to be addressed and their current status.

Emergency Management Tasks

Major overhaul of Emergency Plan (Complete)
New Emergency Plan Bylaw (Complete)
Contact Annex Update (Complete)
EOC Annex (Complete)
EOC Volunteer Initiative (In progress)
EOC Equipment Grant (Obtained and in progress)
ESS Annex (Complete)
ESS Director Services Search (Red Cross) (In progress)
ESS Equipment Grant (Obtained and in progress)
Recovery Annex (In progress)
Evacuation Plan Update and Annex (In progress)
Evacuation Planning Grant (In progress)
Pandemic Guideline Annex (In progress)
Community Wildfire Protection Plan Update (In progress – almost complete)
CWPP Grant (Obtained and almost complete)
FireSmart Grants for Education and Critical Infrastructure (In progress)
Disaster Debris Management Plan Updates and Exercises (In progress)
Business Continuity Plan (Not yet commenced)
Training and Exercise Updates (In progress)
LB Alert Updates (Ongoing)
Emergency Communications Annex (Not yet commenced)
Other Hazard Specific Annexes (Not yet commenced)

As you can see, we have made great progress over the past year or so and aim to continue with this important work. In the future, if you have questions about the work we do, or don't do, I would ask that you direct them my way in a civil and respectful manner so that we can engage in constructive dialogue, rather than emailing Council with accusations based on lack of information and understanding. Thank you.

Peter DeJong, BA, LLB, CRM
Chief Administrative Officer

 **The Municipality of the Village of Lions Bay** www.lionsbay.ca
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0 , Canada

Village Office (604) 921-9333 | Fax (604) 921-6643

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From: [REDACTED]
To: [Ron McLaughlin](#); [Neville Abbott](#); [Fred Bain](#); [Norman Barmeier](#); [Jaime Cunliffe](#)
Cc: [Agenda](#); [REDACTED]; [Peter DeJong](#)
Subject: Re: Letter For Council Re: Have your say ~ Strategic Planning
Date: Thursday, December 17, 2020 12:42:09 PM

Dear Ron and Council,

Thank you for your email.

I am very concerned that you would be going ahead with the Connector. I recommend, once again, that you create a process with input from residents, including residents in Lower Lions Bay and Kelvin Grove.

Regarding infrastructure and Tax Rates, I would be pleased to outline all of the many infrastructure projects that were completed under my Council's, consistently and continuously. I would be pleased to have this discussion with you.

The increase in spending is not reflective of the Tax Income received in the case of this Council.

Budget Expenses need to be reviewed to examine where the expenses are that are unnecessary and/or unnecessary at this time.

Each Council has the responsibility to triage what projects are necessary. What projects residents want, such as the Beach Washroom upgrades that a Citizen brought forward and the Erin Moore Playscape.

Spending on the Connector is not necessary, as it could be accomplished by 'roundtable' community consultation with volunteers to envision how to approach this project.

There are other projects that can benefit from this, I believe, \$80,000 contribution from Lions Bay to the Connector Project.

My comments were not coordinated with others that were in attendance on the Zoom Strategic Planning Session held on December 2nd and 3rd, 2020.

The concerns Citizens expressed that Lions Bay has the second highest Tax Rate in BC are real and are being expressed on the streets of Lions Bay. Lions Bay formerly had a lower Tax Rate, while completing significant infrastructure projects regularly. To my knowledge no Citizens attending the Zoom Strategic Plan, were coordinated with each other, rather they held an individual opinion that the Tax Rate, as the 2nd highest in BC, only second to West Vancouver, were high for Lions Bay and they expressed real concerns, individually brought forward to Council. A high percentage of those attending, expressed serious concerns about Lions Bay's increasing Tax Rate. The concerns brought forward are serious concerns about Lions Bay's high Tax Rate.

I have copied the residents that also spoke to the escalating Budget concerns. There may have been

others whose email address I do not have.

When a Council is acclaimed, it occurs to me that the Council is in a difficult position of not having heard from the Community Citizens about issues that are important to them.

I am concerned that the Council has not had this opportunity, and thus, may not be aware of the importance of the Tax Rate.

I, myself, do not reach out to others to create these conversations, but I need to assure you that they are conversations that are being discussed as a concern for people. Residents expressing these concerns is what lead me to write to Council last Spring, to speak against the significant Tax Increase that your Council ultimately went ahead with.

When I received your email that the Council had proceeded with the proposed Tax Increase last Spring, I was very surprised. One day later, the City of Vancouver announced in the Vancouver Sun, that it would not proceed with its proposed Tax Increase Rate, as so many residents would find it a serious hardship. My email to Council outlined that I had become aware through my walking in the Village and without initiating such conversations, people were sharing how hard these times were for them.

Council seems insulated, in a manner not consistent with Municipal Council's, who are normally reflective and humbled following public comment, as was the Mayor of Vancouver last Spring in making swift changes to not go ahead with their proposed Budget Tax Rate Increase due to the hardship that this would have on the Citizens of Vancouver.

The Vancouver Sun is a good source of information regarding trends and 'reversal' of trends. It is a time to reverse the trend of increasing Municipal Tax Rates. When Metro was going to make a 5% increase many years ago, I debated toward 'No' that it must not be more than the COLA increase. That was ultimately the decision that was made by Metro without impact. The trend toward increasing the Municipal Tax Rate then ended as well.

There should not be any new staff positions in Lions Bay. This encumbers the Village year over year. Volunteer time does need to be embraced, once again.

The Village of Lions Bay Official Community Plan holds up Volunteers as a highly valued and vital part of the functioning of our community.

Thank you, Ron, as Mayor, and Council for your further consideration of Budget Tax Rate reduction.

Sincerely,

Brenda Broughton

A black rectangular redaction box covering the signature area.

From: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Date: Thursday, December 17, 2020 at 11:26 AM
To: Brenda Broughton [REDACTED]
Cc: ca <agenda@lionsbay.ca>, Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Subject: Re: Letter For Council Re: Have your say ~ Strategic Planning

Good afternoon Brenda.

Thank you for taking the time to provide Council with your written input for the Strategic Planning and Priority Setting sessions held on December 1st and 2nd. Your comments were received as part of the Agenda and considered by Council in the process of undertaking our annual review of our strategic goals and objectives, all of which will now feed into our upcoming budget process. Stay tuned for further opportunities to provide feedback as we develop our annual 5 Year Financial Plan. I believe all input should be responded to.

Covering your main points from my perspective,

- Strategy session time table. This Council is very aggressive and wants staff working on key items asap. In the COVID-19 world we live in personal attendance is not required. The sessions were well publicized, and there were different ways to "have your say", and Zoom in if you wished. On the latter, 8 residences joined each session and there were about 25 emails that we received and that I have responded to. After Tuesday's Council meeting the priorities for 2021 have been set, short of budget, and staff's recommended cap ex program. I know you believe that dramatic events can bring out the best in people. This is what we are trying to do and delaying meetings doesn't accomplish that.
- Minimizing taxes/cap ex expenditures/and resident hardship. Council is very empathetic with individual situations. However, our infrastructure shortfall is staggering in terms of work that needs to be done and the treasury shortfall to fund it. This comes with having the lowest tax rates in

BC for a longtime. This forthcoming Budget session I expect the needs will continue to be great and the revenue simply not there without our continued regime of taxation and selling of assets taking place to fund our requirements.

- Lions Bay Connector Project. I know you like to see democracy in action. During the Strategy session the Council and a few members of the Community addressed the project, and on Tuesday evening when the Project was discussed a second time, Council decided that the Connector Project will be proceeding.

Thank you very much for your continued engagement with Council on issues.

Mary and I hope you and Michael and all of your different families are well and safe. Like us, with family so near but not in the house, this Christmas is going to be odd and memorable, warmest to you both,

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: Brenda Broughton [REDACTED]
Sent: Tuesday, December 1, 2020 9:53 AM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>
Cc: Peter DeJong <cao@lionsbay.ca>; Lions Bay Reception <reception@lionsbay.ca>

Subject: Letter For Council Re: Have your say ~ Strategic Planning

Dear Mayor McLaughlin, Councillor Abbott, Councillor Bain, Councillor Barmeier, and Councillor Cunliffe ~ The Village of Lions Bay Council Members,

We applaud Councils desire to receive input from residents of Lions Bay. As we are currently in a serious lock down from the second wave of the COVID 19 pandemic, it is a difficult time to undertake any form of consultation, particularly consultation with a view of creating planning which has long term implications.

Consultation by its very nature involves interaction people actively sharing their ideas through a process that allows for ideas regarding the triage of projects, changes, modifications or removal of projects that may occur. Meetings via Zoom or any other online medium fail to allow fulsome effective iterative, interaction, discussion, questioning, or clarification which create dynamic and useful Community input.

This is not a time when quality, valid and credible Strategic Planning should be scheduled to occur.

Council appropriately approved a Resolution October 20, 2020 to suspend all uninitiated capital spending until after the Strategic Planning Session. We believe this was with the expectation that the 'opening up' or lessening of restrictions of the COVID 19 pandemic would continue and that the community could meet and actively input. This has not occurred and in fact the opposite is true. The Province of British Columbia is in 'lock down' and the numbers of Covid 19 cases, Covid 19 hospitalizations and Covid 19 deaths has tragically rapidly risen in British Columbia along with other Provinces and Countries.

We would therefore request that no material changes be made in processes or procedures such as creating "Service Agreements" with any 'Pre-approved Vendors' as an example, and that no new projects be initiated or undertaken.

The COVID 19 Pandemic is creating considerable hardship for some residents, who have been substantially impacted by the downturn in the economy. This impact is sometimes not well understood by many salaried or fixed income individuals who may be maintaining the same income while decreasing their expenses at this time. It is imperative that Council consider both the financial and personal well-being of all residents.

COVID 19 has had a serious impact on the economy throughout North America, the people of Lions Bay are no exception. Residents of Lions Bay have been economically impacted by Covid 19. Residents themselves at this time of the year, are not focused on Community Input as a rule, rather residents are focused upon Community Celebration. While Covid 19 prevents Community Celebration, late November and December are not the times of year for Community Input on matters such as Strategic Planning.

Holding the line on spending and maintaining the lowest taxes possible at this time is both responsible and economically required. The appropriate strategic plan at this time is to hold the

course and support all citizens of Lions Bay.

Thank you to Mayor McLaughlin, and to each Councillor ~ Councillor Abbott, Councillor Bain, Councillor Barmeier, and Councillor Cunliffe, for the opportunity to express these concerns and have them seriously considered by Mayor and Council.

Sincerely,

Michael and Brenda Broughton

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Ron McLaughlin](#)
Cc: [Agenda](#); [Norman Barmeier](#); [Jaime Cunliffe](#); [Fred Bain](#); [Neville Abbott](#)
Subject: Re: For consideration in the strategy sessions
Date: Thursday, December 17, 2020 2:26:46 PM

Ron,

As you're aware, I presented the International Association for Public Participation's *Seven Core Values of Public Participation* to Council in 2012 and have referred to them many times since (<https://www.iap2.org/page/corevalues>). These form the basis of modern, consultative democracy.

The truth is, with regards the decision to apply for another grant for the beach park instead of moving forward with the main upgrades now, and the more recent decision to move ahead with the "connector", Council cannot know what residents want, because residents were never asked.

I believe there is a growing number of community members who are frustrated that another year will go by without decent washrooms, an upgraded playpark and repairs to the kayak racks (a service users pay for) at the beach.

On November 18th, I posted a quick survey on the Lions Bay Mum's Facebook Group and it simply asked, with regards the beach park, should we a) do nothing now and wait until a grant might become available to do everything all at once or b) should we use available budget and funds raised by residents to upgrade the washrooms now, without waiting for a grant? I left it open for people to add other options.

Initially "fix the kayak racks" was added as an option, then removed by the poster, and then "upgrade the playpark" was added by another mum. The votes at this time are 18 people want to upgrade the washrooms now, 15 want to upgrade the playground now (there are some overlaps), and two want to wait for a grant. There were 16+ comments offering options and suggestions.

I freely admit this little poll was not by any means true public consultation (nor was it intended to be), including that it took place within a closed group representing only 195 members, however, it does not reflect the "wait for a grant" decision made by Council. In the same way, anecdotal opinions offered may differ, depending on who's listening. Which is why proper consultation is more likely to provide an accurate representation of the majority's wishes.

At Tuesday night's regular Council meeting, to my dismay, Council voted on the "connector" prior to any public consultation. The message is: it doesn't matter what residents think. This does not support the core value that residents have the right to know their input impacted the decision. It doesn't even begin to support the notion that residents have the right to all the information they need to form an opinion. True consultation would have been, "there's a grant available, we think we could do a, b or c, what do you think?". True consultation would have included the option "we don't need this, focus on the critical items we do need" and allowed for other suggestions. None of this occurred.

Residents on Lions Bay Avenue who will be impacted are probably unaware of what's being planned. Tax payers elsewhere in the Village, who are all going to be

paying for it, are as unaware. None of us know what exactly is planned in any detail. No one asked residents whether there is another, more urgent need for such a sidewalk elsewhere in the Village or whether we need to spend this money at all. For many years, it was hoped a sidewalk would be built from the school towards the fire hall so that kids can walk to school safely. What happened to that idea? Installing a sidewalk there would in fact have served more residents who may be persuaded to catch a bus than trying to persuade a far lower number on Lions Bay Avenue. We could have a decent discussion on the issue, but alas, this never happened and the vote has already been taken. I suspect I'll be told there will still be consultation. Consulting after the decision is made to proceed, is not consulting in good faith.

Pardon my frustration, but this was an easy one to get right. I suspect the argument will be made that there was a grant deadline, so Council had to decide now. This is not conducive to good decision making and is unfair to Councillors and residents. Where was the opportunity to receive all the facts on this project, do the due diligence, ask questions and then give meaningful feedback?

In general, consultation should be an ongoing, two-way conversation between Council and residents. Creating the environment for this to happen by regularly communicating the diverse issues up for discussion and encouraging people to have their say on all issues, whether or not required by the Community Charter or LGA, is especially important in our small community where many of us care so very deeply about the Village and our neighbourhoods.

In short: It is not right for Council to make important decisions without consultation, because it is often not Council's decision to make. Council is there to reflect the wishes of those it represents. Residents should be the ultimate decision-makers.

For convenience, I have included the IAP2's *Seven Core Values of Public Consultation* below.

Penny

Core Values for the Practice of Public Participation

1. Public participation is based on the belief that those who are affected by a decision have a right to be involved in the decision-making process.
2. Public participation includes the promise that the public's contribution will influence the decision.
3. Public participation promotes sustainable decisions by recognizing and communicating the needs and interests of all participants, including decision makers.
4. Public participation seeks out and facilitates the involvement of those potentially affected by or interested in a decision.
5. Public participation seeks input from participants in designing how they participate.
6. Public participation provides participants with the information they need to participate

in a meaningful way.

7. Public participation communicates to participants how their input affected the decision.

On Thu, Dec 17, 2020 at 6:51 AM Ron McLaughlin <mayor.mclaughlin@lionsbay.ca> wrote:
Good morning Penny.

Thank you for taking the time to provide Council with your written input for the Strategic Planning and Priority Setting sessions held on December 1st and 2nd. Your comments were received as part of the Agenda and considered by Council in the process of undertaking our annual review of our strategic goals and objectives, all of which will now feed into our upcoming budget process. Stay tuned for further opportunities to provide feedback as we develop our annual 5 Year Financial Plan. I believe all input should be responded to.

Covering your two main points,

- Beach washrooms. We have re-applied for another grant to do the whole beach park. The results should be known in the summer. This is the best deal the community can get in terms of the number of items paid for with our dollars spent. Plan B is that if we are unsuccessful, we will turn on our heel in the summer and use the dollars allocated for our portion of the grant to rebuild the washrooms. The kayak rack and the playscape will be done at the same time. One way or another the current washroom will be replaced for summer 2022 along with the other items being built.
- Lions Bay Connector Project. I know you like to see democracy in action, and it was during the Strategy session and on Tuesday evening when the Project was discussed a second time. Council's decision is that the Connector Project will be proceeding.

To address your penultimate sentence, I believe Council is very aligned with the wishes and desires of the broader Community and make their decisions accordingly.

Thank you very much for the communication work you have done for us over the past year.

Regards, Merry Christmas, and keep well,

Ron McLaughlin

Mayor

The Village of Lions Bay

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From: Penny Nelson [REDACTED]
Sent: Monday, November 30, 2020 3:54 PM
To: Norman Barmeier <councillor.barmeier@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Subject: For consideration in the strategy sessions

Hi Council,

While considering the priorities for those who live in our Village, I'm asking Council - and we're all neighbours here - to focus on what we really need and want (in that order), and devote the limited resources we have to things that matter most to Lions Bayers.

In 2009, I asked the Village about an evacuation plan for the first time and was told we didn't have one. Last year, 10 years later, I again asked and Fred stepped up, along with a few resident volunteers (extremely qualified) to get started on this critical document.

Within a short space of time, the project was sidelined in favour of waiting for a grant, which seems to be the theme in LB these days.

Similarly, the beach washrooms - arguably the most used facility in the Village, by all age groups - are disgusting, but nothing is being done even though we have allocated \$300,000 for the project. Again, we are waiting for a grant. Residents desperate to upgrade the play park raised \$30,000, but we seemingly don't have

the \$20,000 top-up to make this happen, because we're waiting for a grant. Meanwhile, apparently we need a Lions Bay Avenue connector (who knew?), because there is a grant! And \$66,000 (or more) of our money will be allocated to this connector should this unnecessary, never-asked-for project proceed.

There are already two trails linking Kelvin Grove to lower Lions Bay, and KG has their own bus stop: who is actually going to use these new connections? Residents, or visitors arriving by bus to use our beaches and go cliff-jumping? Why alter the face of an entire neighbourhood and residents' properties just to further Translink's citified notions?

So We're stuck in limbo waiting for grants, frittering away our tax revenue on things we never knew we wanted, never mind needed.

Please use our money and staff on projects that matter most to residents, not non-residents, and align with the way we live and the lifestyle we cherish.

Thanks for listening.

Penny

From: [REDACTED]
To: [Agenda: council@lionsbay.ca](mailto:council@lionsbay.ca)
Subject: Cell tower
Date: Monday, December 21, 2020 1:39:59 PM

Good afternoon, gentlemen,

I am Jürgen Odefey, [REDACTED]. I understand that the cell tower was voted down, based on health concerns and esthetics.

While I do understand that Lions Bay is all about nature I also believe that a cell tower would serve the greater good. If possible I would like to see the health impact study that villagers based their concerns on. Could you kindly get the office to forward that to me?

[REDACTED]

Many thanks

Cheers

Jürgen

--

Life is good

Mayor, CAO and Council,
The Village of Lions Bay

Jan Erik Schneider and Family
[REDACTED]
[REDACTED]

January 12, 2021

Re: Proposed Metro Wood Burning Bylaw as outlined in November 20, 2020 Village Update

To Mayor and Council:

I, on behalf of our family, hereby voice our opposition to the “Proposed Metro Wood Burning Bylaw” as outlined in the November 20, 2020 Village Update. Although we hold as property two fireplaces within our home, we primarily choose to heat our home with oil. Nevertheless, we do use our fireplace from time to time for entertainment purposes, to dehumidify our home by means of air circulation that the convection associated with the combustion within the fireplace provides and to deplete an inventory of wood derived from trees that have fallen on our 0.8 acre property. Currently we have a 60 foot-long, 2-foot diameter hemlock that had fallen during a windstorm which we are slowly converting to firewood, going through the drying process for subsequent burning in one of our two fireplaces. We feel that the proposed bylaw is **“Ultra Vires” or “An excessive use of legal authority”** as the proposed bylaw appears to override **“The Canadian Bill of Rights”, 1960** which remains in force today. Section 1 (a) of the Bill of Rights states that [Every individual has the basic human right **without discrimination** to] the right of the individual to life, liberty, security of the person and **enjoyment of property**, and the right not to be deprived thereof except by due process of law and (b) the **right of the individual to equality** before the law and protection of the law.

Furthermore, I feel that Mayor, Council and the CAO must respect the “The Canadian Bill of Rights”, 1960 and defeat the proposed “Wood Burning Bylaw” for failure to do so would imply that Mayor and Council as well as the CAO do not support basic human rights in Canada. **The two laws are mutually exclusive**, meaning that the proposed “Wood Burning Bylaw” is inconsistent with “The Canadian Bill of Rights” as the Bylaw deprives an individual of his or her basic human right to the enjoyment of property, namely the use of ones fireplace, without discrimination – whereas **the proposed bylaw is in favour of discrimination – granting enjoyment of property solely based on an individual’s societal hierarchical class status allowing only members of the Proletariat (as defined as those earning less than \$20,000 income) the right to enjoy the fireplace all the while prohibiting members of the Bourgeoisie and Petit-Bourgeoisie classes from their right to enjoy the same property**. This discrimination with respect to the deprivation of enjoyment property has a long history stemming from the works of Karl Marx with respect to the “Dictatorship of the Proletariat” on the journey to “Communism”. I would hope that Mayor, Council, and the CAO would object to such a discriminatory bylaw with a flair of Marxism that negates the Bourgeoisie and Petit-Bourgeoisie classes from their basic human right to enjoy property. (Aside: You may also want to read Freidrich Hayek’s “The Road to Serfdom” as a contrast to Karl Marx’s works). I wish to remind you that there are more Bourgeoisie and Petit-Bourgeoisie voters in Lions Bay than voters belonging to the Proletariat! Do not take on any discriminatory Marxist philosophies that other members of Metro Vancouver may hold outside of Lions Bay! Every Canadian, regardless of social class, be it Proletariat or Bourgeoisie should be treated equally in the eyes of the law!

You must understand that the right to enjoyment of property applies to both the artistic and practical use of the property, and that merely owning of property is not enough. I get no satisfaction out of “Owning a Light Bulb” without the ability to turn the light bulb on and enjoying the warmth and the light that the light-bulb provides. The same thing goes with respect to the enjoyment of a fireplace. The “Canadian Bill of Rights”, 1960 says we have every right to enjoy our use of it, regardless as to how we interpret the meaning of the term “enjoy”. I am

sure it is true that some Metro Vancouver politicians prefer wearing Virtual Reality glasses to view virtual fireplaces and enjoying virtual glasses of wine, but they have no right to thrust their interpretation as to what the artistic word “enjoyment” means on the rest of us through an act of law. Our family enjoys stoking the fire with a real glass of wine at hand all the while listening to its crackle all the while listening to soft music in the background. For our family, the fireplace is an artistic feast to our senses, which brings back memories of years back when old fashioned fireplaces were commonplace. **Our fireplaces are property (owned by our family) and are not a cold replaceable “Heating Appliance” as the bylaw suggests, but an irreplaceable source of enjoyment by means of entertainment and ambiance with a sense of artistic practicality. The bylaw is Ultra Vires and as such has no legal right to dictate as how I choose to enjoy my property for artistic enjoyment is something very personal that cannot be dictated top down through use of virtual reality or other devices.** Your bylaw should not dictate artistic mood interpretations as to what I should or should not enjoy or how I should enjoy something. You, or other “Metro Vancouver” politicians may enjoy admiring statues of Lenin, Karl Marx, Fidel Castro or even of his friend Pierre Trudeau but do not impose your artistic likes or definitions of enjoyment with respect to property which we own onto the rest of us.

You must understand that, when you purchase property with money derived from the fruits of your labours, you purchase it with the intent to enjoy it based upon the norms and the laws at the time of purchase. At the time of purchase, a reasonable man would value the good as at the net present value of a string or series of rental equivalency payments pertaining to the value attributed to each use of the property for the length of time you use the property plus an estimated resale or salvage price. In other words, the value of the fireplace becomes the value of the fireplace’s enjoyment or use over the lifetime of the product. **If you cut short the lifetime of the property through act of law, you are in effect altering the net present value of the property at the time of purchase, which means you are in effect deceiving the owner (virtually stealing an amount of cash equivalent to at least the salvage or resale value of the product) at the time of purchase, a portion of monies earned from the fruits of his or her own labour.** Any legal system that bases its bylaws on deceptive laws or an about face in the original valuation of a property is an unjust preposterous, psychotic or an arbitrary legal system. As such deceptive laws are also Ultra Vires.

In addition to the proposed Bylaw being a violation of the Canadian Bill of Rights (1960) which demands equality without discrimination regardless as to what group an individual belongs (Proletariat, Bourgeoise, etc.), the proposed bylaw is also a violation of The Canadian Charter of Rights and Freedoms and the **Privacy Act as every Canadian has the right to privacy as to how much income they make.** The way the proposed bylaw reads it states that anyone burning a fire in their fireplace is letting smoke out of his or her chimney and in so doing is forced to publicize by means of smoke signals his or her income level and his or her societal status as being a member of the proletariat. In essence, everyone has the right to privacy, and as such this proposed bylaw is again Ultra Vires in the sense that the bylaw has no power to override a person’s right to keep income information private to oneself. **You cannot be forced to make public your income tax information. The proposed firewood bylaw does it by means of smoke signals.**

As such it is easy to see that Metro Vancouver’s board, as well as The Mayor and Council and CAO of Lions Bay have the fiduciary responsibility to derive an ethical bylaw that agrees with the aforementioned compliance issues in respect to superseding laws such as the Canadian Bill of Rights, 1960. **Failure to maintain a fiduciary responsibility to create an ethical bylaw implies that those creating such a bylaw have no problem paying for the legal fees associated with contesting such an unethical bylaw.** I am sure any other lawyer, including our CAO would agree and as such I urge Mayor and Council to withdraw the advertised wood burning bylaw proposition.

Thank You,

Jan Erik Schneider – Lions Bay - [REDACTED]

From: [Agenda](#)
To: [Lions Bay Office](#)
Subject: Funding for Kelvin Grove Wastewater Treatment Plant
Date: Friday, January 15, 2021 10:51:58 AM

From: Margaret Ann and Colin Watson [REDACTED]
Sent: Thursday, January 14, 2021 9:13 AM
To: Lions Bay Reception <reception@lionsbay.ca>
Subject: Funding for Kelvin Grove Wastewater Treatment Plant

Further to the January 11 letter from the CFO, the repayment mechanism for costs of the above plant should, without any question, be a parcel tax, with a preferably 20 year repayment period. The costs for Kelvin Grove residents represents a major hit to an already very high utility bill. It is essential that qualifying residents at least have the option of deferring this cost under the property tax deferral program. Also, it is only fair that vacant lot owners shoulder their part of the burden as sooner or later they will also be users of this facility.

Please forward this email to the appropriate staff and council members.

Thank you.

Colin Watson
[REDACTED]

From: [Agenda](#)
To: [Lions Bay Office](#)
Subject: Kelvin Grove WWTP
Date: Friday, January 15, 2021 10:56:03 AM

From: Paula McLachlan [REDACTED]
Sent: Thursday, January 14, 2021 3:24 PM
To: Pam Rooke <finance@lionsbay.ca>
Subject: Kelvin Grove WWTP

Hi Pam,

This is further to your letter of January 11, 2021 in which you describe payment options for the new WWTP.

We wish to advise that we support the parcel tax option as it is equitable to both current homeowners and holders of undeveloped properties. The reason we include undeveloped properties is that the owners will benefit financially from the WWTP upgrade over the long term.

As you have stated, this also provides the option for individuals to defer property taxes, including the parcel tax, which would alleviate the financial hardship for some individuals.

As the benefits provided by the upgrade will continue for a number of years we suggest the ten year repayment option.

Sincerely,

Bruce and Paula McLachlan
[REDACTED]

From: [Agenda](#)
To: [Lions Bay Office](#)
Subject: WWTP Cost
Date: Friday, January 15, 2021 10:58:23 AM

From: Farrah Azordegan [REDACTED]
Sent: Thursday, January 14, 2021 9:39 PM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Cc: Peter DeJong <cao@lionsbay.ca>; Naizam Jaffer <njaffer@lionsbay.ca>; Pam Rooke <finance@lionsbay.ca>
Subject: Re: WWTP Cost

Hello Ron,

Hope this finds you well. We received a letter from Ms. Pamela Rooke (Copied here) regarding funding for the new Kelvin Grove Wastewater Treatment Plant (WWTP) this afternoon.

Thank you all for finalizing this project. To make it easier to pay this large sum of money to all impacted households, our recommendation is to replenish this expenditure within a 10-12 years timeframe (depending on if the estimated cost for each household is \$10,105 or \$11,163).

I don't think most people (especially those who are either retired or do not work) can pay more than \$1,000 per year in addition to our property taxes.

Due to COVID 19 Virus, we won't be attending next Tuesday's meeting so I hope our recommendation is considered at this meeting.

Thank you

With lots of care

Farrah

From: [REDACTED]
To: [Agenda; Council](#)
Subject: Address to Council & Mayor & Whom it may concern
Date: Friday, January 15, 2021 10:54:08 AM

Hello Mayor & Council & Whom it may concern,

This is John from [REDACTED] and Jian Liu [REDACTED]. We are new neighbours to the Lions Bay Village.

After receiving the recent letter RE: Funding for the new Kelvin Grove Wastewater Treatment Plant (WWTP), here are our thoughts and they need to be addressed respectively.

1. In the letter, it shows "as previously **communicated**, this internal borrowing must be repaid by the beneficiaries of the new plant..."

Since we are new, (1) we would like to request for the previously communicated letter. (2) Can you let us know if the word "Communicate" means "one gives an order to others" or "one discusses the issue with others"? (3) If answer to question 2 is "the first," can you confirm that when village needs residents to fund a common area project and residents should not have a say? This is not only referring to the current WWTP, but also to all future potent common-area projects (4) If answer to question 2 is "the latter," can you send us the agreement that all residents in Kelvin Grove have signed?

2. The letter shows "The new Kelvin Grove WWTP is nearing completion." Can you let us know how long the warranty for this work and what the operational life expectancy is?

3. Discussion of funding for the new Kelvin Grove Wastewater Treatment Plant: As we all know, COVID-19 is hitting everyone pretty hard and CRA has been giving out a variety of assistance programs to help individuals and businesses to overcome this pandemic, we feel like it is much more appropriate to start the discussion for funding for the Wastewater Treatment Plant after Pandemic is over. During the period of delaying discussion, there should not be any interests accumulating.

We look forward to further detailed discussion regarding the aforementioned matters.

Sincerely,

Zeyang Xu(John) [REDACTED]
Jian Liu [REDACTED]

From: [Ron McLaughlin](#)
To: [Agenda](#)
Subject: Fw: LB Sewage Plant
Date: Friday, January 15, 2021 11:03:42 AM
Attachments: [LB Sewer repayment options.pdf](#)

To add to correspondence please.

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: Marek Sredzki <[REDACTED]>
Sent: Friday, January 15, 2021 11:01 AM
To: Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Cc: Peter DeJong <cao@lionsbay.ca>
Subject: Re: LB Sewage Plant

RE: LB Sewage Plant

Dear Councillors,

As requested for January 19 Council meeting, you can find attached my comments on the repayment options.

We are looking forward to a fair solution to this issue.

Regards

Marek Sredzki

[REDACTED]

January 15, 2021

To
Lions Bay Mayor and Councillors

In reference to the sewer plant expenditures there are two philosophies:

1. Amortize the Taxpayer payback over the life of the project as stated by engineers, or
2. Have Taxpayers pre-pay through higher taxation to create funds, in addition to a reasonable Reserve, in order to enable project spending and payment for the life of the project close to the completion of the project.

The repayment options by the residents:

- The life of the project like minimum 30 years to fairly share the cost with current and future residents, or
- A shorter period of 5 to 10 years for the current residents to pay – unfair penalty caused by poor assets management

A project such as this would have a Grant normally to reduce the financial pressure on the resident.

Obtaining a Grant is an obligation of the municipality Mayor.

This matter requires explanations.

Intentionally Blank