THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

REGULAR MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, DECEMBER 20, 2016 at 7:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY

AGENDA

1. Call to Order

2. Approval of Agenda

3. Public Participation

4. Delegations

5. Minutes

A. Regular Council Meeting – December 6, 2016 (Page 5)

THAT the Regular Council Meeting minutes of December 6, 2016 be approved as circulated.

6. Business Arising from the Minutes

7. Unfinished Business

A. Information and Resource Requests (IRRs) (Page 11)

THAT the IRRs be updated in accordance with the following:

8. Reports

A. Staff

i. Chief Election Officer's By-Election Report (Page 15)

THAT the information report, "Chief Election Officer's By-Election Report" be received.

ii. CFO – Approval of By-Election and Referendum Expenses (Page 31)

THAT Council approve the $26,820.76 of operating expenses incurred for the November 19, 2016 bi-election and referendum.

iii. CFO – BDO Planning Report (Page 33)

THAT the information report "BDO Planning Report" be received for information purposes.

iv. Public Works Manager – Award of Contract for Waste Collection Services (Page 71)

THAT Waste Control Services Incorporated (WCS) be awarded the waste collection services contract for the Village of Lions Bay; and

THAT the Mayor and Corporate Officer be authorized to execute contract documents in accordance with the Request for Proposal.

v. CFO – Budget Process Discussion – Verbal Report

B. Mayor

C. Council

D. Committees

i. Trees, Views & Landscapes Committee – Application #76 (Page 123)

THAT the subject trees and associated debris regarding application #76 – 160 Highview Place, be removed.

ii. Bylaw and Policy Review Standing Committee – Dissolution

iii. Board of Variance – August 22, 2016 Minutes (Page 137)

THAT the draft August 22, 2016 Board of Variance minutes be received for information.

E. Emergency Services

i. Lions Bay Fire Rescue Monthly Report (Page 139)

9. Resolutions

A. THAT Council approves sending CAO DeJong to the CAO Forum in Victoria from February 22-24, 2017, including the optional pre-conference workshop on Human Resource Strategies for Healthy Organizations.

B. THAT Council approves sending CAO DeJong to the MATI course for Successful CAOs in Victoria from February 17-22, 2017, if available (presently waitlisted).

10. Bylaws

A. Fees Bylaw No. 497, 2016 – Adoption (Page 141)

THAT Fees Bylaw No. 497, 2016 be adopted.

11. Correspondence

A. List of Correspondence to December 15, 2016 (Page 163)

12. New Business

A. BC Community Achievement Awards

Councillor Wilke to brief Council on the BC Community Achievement Awards – any discussion of candidates will be referred to the closed Council meeting.

B. Medal of Good Citizenship

Councillor Wilke to brief Council on the Medal of Good Citizenship – any discussion of candidates will be referred to the closed Council meeting.

13. Public Questions & Comments

14. Closed Council Meeting

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

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

c) labour relations or other employee relations;

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

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

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.

15. Reporting Out From Closed Portion of Meeting

16. Adjournment

Intentionally Blank

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

REGULAR MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, DECEMBER 6, 2016 at 7:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY

MINUTES

In Attendance:

Council:	Councillor Fred Bain (Acting Mayor) Councillor Jim Hughes Councillor Ron McLaughlin Councillor Eileen Wilke
Regrets:	Mayor Karl Buhr
Staff:	Chief Administrative Officer Peter DeJong Chief Financial Officer Pamela Rooke Public Works Manager Nai Jaffer Office Coordinator Shawna Gilroy (Recorder)
Delegations:	0
Public:	7

1. Call to Order
Mayor Buhr called the meeting to order at 7:00 p.m.

2. Oath of Office – Eileen Wilke
Councillor Wilke was sworn in to office by Corporate Officer DeJong.

3. Approval of Agenda
Moved/Seconded

THAT item 13A Trailblazer's Request be added; and

THAT item 13B BC Community Achievement Awards be added; and

THAT item 13C Medal of Good Citizenship be added; and

THAT the agenda be approved.

CARRIED

DRAFT

4. Public Participation

A. Mr. Myron Loutet

Mr. Loutet queried whether Mayor and Council organize individual Annual Performance Reviews for Village staff.

5. Delegations

None

Audio: 00:07

6. Minutes

A. Regular Council Meeting – November 15, 2016

Moved/Seconded

THAT the Regular Council Meeting Minutes of November 15, 2016 be approved as circulated.

CARRIED

7. Business Arising from the Minutes

None

8. Unfinished Business

A. Information and Resource Requests (IRRs)

Moved/Seconded

THAT the IRRs be updated in accordance with the following:

- ID111 – speakers function; remove from IRR list
- ID112 – n/a
- ID113 – refer to 2017 budget process

Audio: 00:18

9. Reports

A. Staff

i. CFO – Approval of Janitorial Services Contract

Moved/Seconded

THAT Executive Building Maintenance Inc. be awarded the Janitorial Services Contract for the Village of Lions Bay; and

THAT the Mayor and Corporate Officer be authorized to execute a contract with Executive Building Maintenance Inc. in substantial accordance with the terms and conditions set out in the RFP.08.16 dated November 2, 2016.

CARRIED

ii. Public Works Manager – Canada's New Railway Grade Crossing Regulations

Moved/Seconded

DRAFT

THAT Council direct staff to apply for grant funding for the improvement of the Kelvin Grove and Brunswick Beach railway grade crossings through the Railway Safety Improvement Program by the December 23, 2016 deadline; and

THAT the Chief Financial Officer ensure the Capital Works described in this report be included in the five year financial plan of the Village of Lions Bay.

CARRIED

B. Mayor
None

C. Council
Councillor McLaughlin reported that Santa's Breakfast was a success.

D. Committees
Councillor Wilke reported on the ESS – attended EMBC Course, which was excellent and paid for by EMBC (about $700 value). There were some good ideas from various communities, which she is happy to share. ESS practices relevant matters each meeting. It would be good to educate the public more about ESS, perhaps through the website. CFO will review ESS budget for further discussion.

Councillor Bain reported on the Infrastructure Committee – UBC MOU; Infiltration Gallery (Magnesia Crk); Harvey Weir refurbishment; Bayview engineering work; reclamation of public realm for drainage; water tanks and chlorination; well water investigation to supplement creek supply (negligible arsenic readings so far)

Audio: 00:50

E. Emergency Services

i. Lions Bay Fire Rescue Monthly Report
Moved/Seconded

THAT the Lions Bay Fire Rescue monthly report be received.

CARRIED

ii. RCMP Monthly Report
Moved/Seconded

THAT the RCMP monthly report be received.

CARRIED

Audio: 00:51

10. Resolutions

A. Statutory Right of Way Agreement
Moved/Seconded

DRAFT

THAT the Statutory Right of Way Agreement (SRW) between Ronald and Vaike O'Dwyer and the Village of Lions Bay be approved; and

THAT the Mayor and the Chief Financial Officer be authorized to execute the SRW; and

THAT staff instruct legal counsel to attend to the registration of the agreement.

CARRIED

Audio: 01:03

11. Bylaws

A. Fees Bylaw No. 497, 2016 – Third Reading
Moved/Seconded

THAT Fees Bylaw No. 497, 2016 be given third reading.

CARRIED

B. Village of Lions Bay Development Application Procedures and Fees Bylaw No. 431, 2011, Amendment Bylaw No. 509, 2016 – Adoption
Moved/Seconded

THAT Village of Lions Bay Development Application Procedures and Fees Bylaw No. 431, 2011, Amendment Bylaw No. 509, 2016 be adopted.

CARRIED

C. Infrastructure Master Plan Financing Loan Authorization Bylaw No. 508, 2016 – Adoption
Moved/Seconded

THAT Infrastructure Master Plan Financing Loan Authorization Bylaw No. 508, 2016 be adopted.

THAT, upon the expiry of 30 days, a certified copy of Infrastructure Master Plan Financing Loan Authorization Bylaw No. 508, 2016 as adopted, be forwarded to the Inspector of Municipalities, along with the Corporate Officer's Certificate, to request a certificate of approval pursuant to the *Community Charter* and the *Local Government Act*, along with any other requisite supporting documents; and

THAT the Chief Financial Officer ensure the Capital Works described in the Infrastructure Master Plan Financing Loan Authorization Bylaw No. 508, 2016 be included in the five year financial plan of the Village of Lions Bay.

CARRIED

Audio: 01:08

12. Correspondence

Council reviewed the correspondence section and resolved the following item:

DRAFT

R-4: Lions Bay Arts and Culture Centre

Moved/Seconded

THAT the Arts Council be requested to consult with the CAO to obtain staff input and considerations and to return to Council with a much more detailed proposal which considers all potential users and issues.

CARRIED
Audio: 01:20

13. New Business

A. Trailblazer's Request

Counillor McLaughlin reported on the Trailblazer's request to waive the fees for the rental of tables on December 17th for six hours.

Moved/Seconded

THAT the cost of five tables be waived, assuming they are available, for the Trailblazer's event on December 17, 2016, delivered Friday and picked up Monday by Public Works Staff.

CARRIED

B. BC Community Achievement Awards

Councillor Wilke to take on the BC Community Achievement Awards and bring to the next closed Council meeting.

C. Medal of Good Citizenship

Councillor Wilke to take on the Medal of Good Citizenship and bring to the next Council meeting.

14. Public Questions & Comments

None

15. Closed Council Meeting

Moved/Seconded

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

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

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

c) labour relations or other employee relations;

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

DRAFT

f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;

g) litigation or potential litigation affecting the municipality;

h) an administrative tribunal hearing or potential administrative tribunal hearing affecting the municipality, other than a hearing to be conducted by the council or a delegate of council;

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.*

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

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

CARRIED

The meeting was closed to the public at 8:27 p.m.

The meeting was re-opened to the public at 9:48 p.m.

16. Reporting Out From Closed Portion of Meeting

None

17. Adjournment

Moved/Seconded

THAT the meeting be adjourned.

CARRIED

The meeting was adjourned at 9:48 p.m.

_____ _____

Mayor Corporate Officer

Date Approved by Council:	

DRAFT

REQUESTS FOR COUNCIL

Request ID	Date of Request	Requester	Subject	Issue and Information/Resources Requested	Requester's Priority 1 (lo) - 5 (hi)	Rationale	Personnel and/or Financial Resources Est'd by Requester	Admin Owner	Preliminary Administration Response	Committee Recommendation and/or Council Disposition
110	9/Nov/16	Buhr	BC Assessment Data	Please provide street address and PID data. 1. What are the rolls that have positive land + building assessments in earlier years and then go to 0? 2. Are the 8 lowest-value rolls, which have assessments ranging from just $165 to 95,000, valid properties? 3. To be able to do the rest of the work I wanted (a heat map of property values, for example), I'm going to need the public addresses and PID data too, please, as Council expected. Is there data breaking down land and buildings, so that I can tell which lots have houses?			Significant staff time required to create the information in our MAIS accounting software before we can output it in a spreadsheet format. CFO will speak to this at meeting.	CFO	Questions 1 and 2 already answered. Request 3 being worked on by finance department.	Awaiting completion of request 3 by staff
114	20/Dec/16	Buhr	Drones	Please report on taking up the resident's drone offer.				PWM		
115	20/Dec/16	Buhr	Communications Study	Please provide information on re-pointing he communications study budget (installation of Shaw Cable to the treatment plants?)				CFO	If this is SCADA, it will be dealt with elsewhere and wholistically.	
116	20/Dec/16	Buhr	Signage	Please find and mount the "Harvey Creek" trestle sign, which was seen in Chambers after the reno and prior to the other signs being mounted.				PWM		

RESOLUTIONS

Request ID	Date of Request	Requester	Subject	Information Provided and/or Requested	Requestor's Priority 1 (lo) - 5 (hi)	Rationale	Personnel and/or Financial Resources Est'd by Requestor	Admin Owner	Preliminary Administration Response	Committee Recommendation and/or Council Disposition
1	1/Jan/15	Buhr	Oceanview creep	Can we install millimeter-accuracy survey markers on mid-Oceanview?	4	Infrastructure	Contractor, $2000	PWM	PWM can obtain quotations; further road condition testing will be undertaken by AECOM as part of the IMP in April	THAT staff obtain quotes for installing millimeter-accuracy markers on mid-Oceanview Rd; and THAT staff bring the quotes back to Council if the cost is over the $2000 allocated in the draft 2016 budget.
7	1/Aug/15	Buhr	Plaque screws	Can we replace the #12 Robertson screws in our $1600 plaque with the manufacturer's recommendation, or at least decorative heads?	1	Showing pride in our Village		CAO		THAT Mayor Buhr discuss with Tony Cox
22	1/Jan/16	Buhr	SOFI changes	Can changes to wording of the SOFI report be accomodated?	2	Council priority (communication)		CFO	Please advise what changes are being requested. Legislation is very prescriptive.	THAT, if permitted, staff to add description of who are the payees on the list of contractors.
23	2/Jan/16	Buhr	Municipal land	Please report on Vestergaard land use application situation	2		Staff report	CAO	Investigating	THAT staff report back on the status of the Vestergaard Land Use Application by the April 19, 2016 Regular Council Meeting.
30	4/Jan/16	Buhr	Schedule of resolutions	I would like to see a a rolling schedule of Council resolutions and their disposition, from 2 Dec. 2014.	3	Council priority (communication)	Staff time	CAO	This will be created soon for January 1, 2016 going forward.	THAT staff create a resolutions index for all resolutions passed since December 2, 2014.
35	5/Jan/16	Buhr	Municipal land	Can we please get a report summarizing BCAA's 2016 assessments for Lions Bay (eg: medians, averages, Lions Bay v. Province, long term changes, etc.)	1	Council priority (communication)	Staff report	CFO	Staff can complete a report after final roll is received (and after completion of budget and yearend audit).	THAT staff produce a report summarizing BCAA's 2016 assessments for Lions Bay to be added to the Supplementals section of the Annual Report
44	25/Jan/16	Buhr	Highway Water Tank	Please develop a plan to run a "Decorate the Tank" competition thru the Arts Council mural?	2	Showing pride in our Village	Staff report	CAO	Staff can prepare a report with options for Council to consider.	THAT staff be directed to prepare report and liaise with Arts Council
60	15/Feb/16	Buhr	Anti-encroachment marketing	Can we undertake an Anti-Encroachment campaign?	2		Staff time	CAO	Let's discuss what this should look like, resources to be devoted to it, timing, communication plan, etc.	THAT "anti-encroachment marketing" be dealt with in the larger context of a comprehensive anti encroachment policy.
61	15/Feb/16	Buhr	Deadfall fire hazard	Can we get a tracked chipper or other means to deal with deadfall and trimmings building up between the highway and the Centennial Trail over years of volunteer trail maintenance, not only on municipally-owned land, but on the school parcel to the south, and the MOTI lands to the north, which pose an imminent threat in the summer months?	3	Safety	Staff time and there should be grant funding for interface wildfire risk mitigation.	PWM	Perhaps a Firesmart Community Cleanup Day would be a good start. And maybe Trail Blazers could organize cutting up larger things to be dragged to roadside for disposal. Staff can look into funding for Interface Wildfire Risk Mitigation. Current grant funding appears to be limited to helping to fund Community Wildfire Protection Plans.	THAT "Deadfall Fire Hazard" be dealt with through discussions with MOTI and SD45.
63	15/Feb/16	Buhr	2016 water shortage plan	Please provide staff's recommendations for 2016 water contingency plans, and comments on 2015 Water Plan	4	Water supply	Staff time	PWM & CAO	Require confirmation whether this is in reference to an operational water contingency plan, or Village-wide. PWM can work with CAO to ensure that operational plans are referenced within the strategic plan for water contingency and conservation; and that the strategic plan is congruent with EMBC's plans	THAT the "2016 Water Shortage Plan" be referred to the Emergency Plan Steering Committee.
83	15/Feb/16	Buhr	Clean air 1	Learn to Burn campaign	2	Public health		CAO	Metro may have some materials. Once we have data from MAMU, we should discuss appropriate communication plan, resources, etc.	THAT "Clean Air Learn to Burn Campaign" be kept on the IRR sheet but tabled until Fall.

RESOLUTIONS

Request ID	Date of Request	Requester	Subject	Information Provided and/or Requested	Requestor's Priority 1 (lo) - 5 (hi)	Rationale	Personnel and/or Financial Resources Est'd by Requestor	Admin Owner	Preliminary Administration Response	Committee Recommendation and/or Council Disposition
87	16/Feb/16	Buhr	Move Bear Smart sign	Can we move the Bear Smart Community sign to a more highly visible location?	3	Council priority (communication)		CAO	Requires investigation and consultation.	THAT staff consult with the Bear Smart Committee regarding the preferred location of the Bear Smart sign.
94	17/Feb/16	Buhr	Searchable minutes	Please report on what's involved in making all Council proceedings (agendas and Minutes) searchable on the website.	2	Council priority (communication)		CAO	A new website would take into account the desireability of having searchable materials. This factor is included in discussions with web designers.	THAT staff look into the options for making all Council proceedings searchable on the new website.
96	13/Apr/16	Buhr	Procedure Bylaw	Procedure Bylaw should be amended to allow Delegations to present to Council re. matters not on the Agenda.		Governance	Staff time	CAO	Agreed. Will review and bring recommendations in due course, if desired by Council, along with other potential changes to the Procedures Bylaw.	THAT staff amend the Council Procedures Bylaw for delegations, as time permits.
97	13/Apr/16	Buhr	Procedure Bylaw	Procedure Bylaw should be amended to allow Delegations to present to Council re. matters not on the Agenda; and remove 18(1)(d) so Mayor doesn't have to certify minutes.		Governance	Staff time	CAO	Mayor doesn't certify minutes - only CO does that. Mayor or Councillor presiding signs only after adoption of minutes by Council.	THAT staff amend Procedure Bylaw to allow Delegations to present to Council regarding matters not on the agenda.
98	14/Apr/16	Waterson	Office Hours	I would like to request a review of the hours that the office is open to the residents.				CAO	Will review with staff for discussion with Council.	THAT staff to bring a report to Council by the first week of June regarding office hours of operation.
102	25/Apr/16	Waterson	Volunteer Recognition	Request that a policy be drafted regarding Volunteer recognition. Willing to do the initial research to see what other municipalities do and consult with Volunteer organizations. Will report back to Council with a first draft for discussion.	?	Council Priority (Volunteers)	Time to check research and tweak/format draft policy. Consider if there should be any budget allocation.	CAO	Normally, staff would take direction from Council and report back with a draft, but I agree that this is important and support Councillor Waterson's proposed methodology, given my workload. If Council approves, please provide her with input at the outset regarding your thoughts so she can incorporate them early in the process.	THAT Councillor Waterson research Volunteer Recognition policies, obtain Council input and create a first draft for discussion.
103	12/May/16	Waterson	Communcations Policy/Plan	Request that a policy/plan be drafted regarding communications.		Communications	Staff time required to properly draft a Communications Policy and Plan	CAO	Agreed that one is required, but this will take some time to pull together amidst all the other matters requiring my attention.	THAT the CAO work on a Communication Policy framework as time permits.
104	27/Oct/16	Buhr	Chambers Monitor & Whiteboard	60" TV or Monitor and 4'x4' Whiteboard for Chambers			This requires some further investigation, if necessary.	CAO and CFO	Logistics may not be feasible. What to do with flags? No wall space for whiteboard. When would a whiteboard even be used? Projector and screen work fine for anyone who wants/needs to use it.	defer to 2017 budget process
105	27/Oct/16	Buhr	Correspondence	Staff to bring draft Correspondence Policy to next meeting			Staff time to review current draft vs. other munis	CAO	I will try to elevate matter to get it done shortly.	correspondence policy to come to next meeting
106	27/Oct/16	Buhr	Emergency Notification System	Need a system that residents can subscribe to that will enable us to send out emergency notifications when necessary - eg: Harvey Water Offline: Conserve Water; or Power Outage: Check on Neighbours in Need			Staff speaking with providers and testing products	CAO and PWM	Hope to have a recommended solution shortly with reasonable price point.	Emergency Notification System continue to be researched
108	27/Oct/16	Buhr	Property Tax	Please report on the Softtrak/ Smart Consulting Group Inc. tax bill preparation opportunity, which they are prepared to offer free.			Staff time	CFO	Awaiting staff preliminary response.	CFO to review Mayor's suggestion of using property tax software from Softtrak/Smart Consulting Group Inc. and report back to Council

RESOLUTIONS

Request ID	Date of Request	Requester	Subject	Information Provided and/or Requested	Requestor's Priority 1 (lo) - 5 (hi)	Rationale	Personnel and/or Financial Resources Est'd by Requestor	Admin Owner	Preliminary Administration Response	Committee Recommendation and/or Council Disposition
109	27/Oct/16	Buhr	Hydrology Grants	Can we seek Metro funding for the Watershed Hydrology Study (WHYS?) under their Climate Change Impacts & Adaption Strategy work? Green Municipal Fund: can it be used for the WHYS			Staff time	PWM		staff to review potential grants from Metro and FCM regarding hydrology study with UBC
113	6/Dec/16	Buhr	Festive Lights	Pending Council's OK and my landing a sponsor, please ask MOTI whether they would be OK with us lighting the tall conical fir at the Lions Bay Ave. exit, and if they would allow a licensed electrician to tap power.			$$$???	PWM		Refer to 2017 budget process

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	**Information Report**		
Title	**Chief Election Officer's By-Election Report**		
Author	**Peter DeJong**	**Reviewed By:**	
Date	**December 15, 2016**	**Version**	
Issued for	**December 20, 2016**		

Recommendation:

THAT the Information Report, "Chief Election Officer's By-Election Report" be received.

Attachments:

(1) Determination of Official Election Results;
(2) Declaration of Official Election Result;
(3) Election Procedures Bylaw No. 474, 2014.

Key Information:

This report is provided in accordance with section 158 of the Local Government Act [chief election officer must submit a report of the election results to local government within 30 days of declaration of official election results]. Those results, and the CEO's Declaration of Official Election Results, are attached to this report.

There were 411 ballots cast for the councillor seat and 412 ballots cast for the assent vote (referendum). Eileen Wilke was elected Councillor with 233/411 votes and the assent vote question was answered in the affirmative with 382/412 votes cast. While the Provincial Voter's List, which is what we use for local elections, is a good indication of the number of eligible voters, some of those will have moved away while others will have moved in to the community since the last Provincial or local election. As well, some will have turned 18 in the intervening period. Using the voters list and adding in the number of new registrations and non-resident property owners would total 1064 eligible voters; using the 2011 Census, one would get about 1078 eligible voters. Either way, the turnout for the by-election and referendum is estimated at between 38-40% of eligible voters.

Additional key information is as follows:

Number of voters on the voters list: 1036
Pre-General Voting Day:
Number of mail ballots issued: 7
Number of mail ballots returned: 3* (0 rejected/spoiled)
Number of advanced voting ballots: 66, *including 2 non-resident property electors*
(0 rejected/spoiled)

General Voting Day:

Ballots received without objection: 342, (by-election); 343 (assent vote) *including 1 curbside*
Ballots rejected without objection: 5
Ballots spoiled: 3
Ballots unaccounted for: 1 (by-election)

As Council is aware, assistance with the organization and preparation for the election was obtained through Lisa Zwarn, who was extremely helpful in guiding staff and doing much of the paperwork, coordinating advertising, checking with the Ministry of CSCD on any questions and training staff. We will be updating our Election Manual accordingly and feel much better prepared for the upcoming General Election in 2018. It is expected that staff will be able to do most of the election preparation and operations in 2018, but it would be prudent to have Lisa on retainer for assistance as needed, if that's possible.

It was noted that there were several residents who were not on the voters list (26) who had to be registered on voting day. Staff will forward the list of new registrants to Elections BC to ensure that they are added to the Provincial Voting List.

One of the biggest public complaints about the election process was the lack of time permitted for mail ballot voting. This is a common refrain in most jurisdictions due to the tight logistics around statutory election requirements and receipt of ballots from the printer. In this respect, staff recommend that a few changes be implemented to Election Procedures Bylaw No. 474, 2014.

Firstly, section 4.3 should be amended to allow for the maximum number of days before General Voting Day for accepting mail ballot package applications by changing the restriction from 21 to 26 days before GVD. This is the date the CEO declares Election by Voting (vs. by acclamation). Secondly, section 4.4 should be amended to permit staff to release mail ballot packages as soon as ballots are received from the printer. Presently, we cannot release them until the date of the Advance Poll; this change may give us another week, but not tie us to a particular date, in case the printing is behind schedule.

Thirdly, there are some nuances that can be cleaned up with respect to how mail ballot votes are dealt with between the time of receipt and the election night count, particularly in light of the fact that they will most certainly need to be combined with another ballot box due to being perennially under the 25 ballot threshold for counting separately. Fourthly, the methodology for counting should be amended for clarity. And finally, there are a number of outdated section references to be cleaned up.

The other matter to be considered is the extent to which the municipality should be involved in organizing election platforms for the candidates. Normally, the approach is completely hands off in most jurisdictions. But due to the small size of the community and the limited and expensive means for advertising in Lions Bay, there has been a history of providing access to the municipal website for each candidate to publish their platforms. This is fine, but should have written policy and procedure to provide clear guidance.

With respect to involvement with all candidates meetings, there should again be a written policy and, if there's to be involvement, a procedure to ensure any involvement is strictly bi-partisan. If possible, a moderator from outside the community should be engaged. Costs should be budgeted in accordance with the requirements of the policy. Additionally, candidates (and the public) need to be apprised of the necessity to contact Elections BC if they have any questions about their obligations regarding election advertising and open house events.

Follow Up Action: Staff to draft bylaw amendments for Council consideration; staff to draft policies and procedures for website platforms and all-candidates events; staff to forward new registrations to Elections BC to update Provincial voters list; CEO to file official election results with Queen's Printer for BC Gazette.

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Form No. 6-2
Local Government Act, Section 145(8)

DETERMINATION OF OFFICIAL ELECTION RESULTS

ASSENT VOTING – 2016

	YES	NO
Advance Voting Opportunity: November 9, 2016 Village Hall and Mail-In Opportunity: November 19, 2016 – Village Community Centre (combined per s.137(3) LGA)	65	4
General Voting: November 19, 2016 Village Community Centre	317	26
TOTAL NUMBER OF VALID VOTES CAST	382	30

This determination of official election results was made by the Chief Election Officer on November 22, 2016 at 4 p.m. and is based on ballot accounts as amended or prepared by the Chief Election Officer.

Chief Election Officer

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Form No. 6-2
Local Government Act, Section 145(8)

DETERMINATION OF OFFICIAL ELECTION RESULTS

GENERAL BYLAW ELECTION – 2016

	Turpin, Lisa	Wilke, Eileen			
Advance Voting Opportunity: November 9, 2016 Village Hall and Mail-In Opportunity: November 19, 2016 – Village Community Centre (combined per s.137(3) LGA)	21	48			
General Voting: November 19, 2016 Village Community Centre	157	185			
TOTAL NUMBER OF VALID VOTES CAST	178	233			

This determination of official election results was made by the Chief Election Officer on November 22, 2016 at 4 p.m. and is based on ballot accounts as amended or prepared by the Chief Election Officer.

Chief Election Officer

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Form No. 6-3
Local Government Act, Section 146(2)(a)

DECLARATION OF OFFICIAL ELECTION RESULTS

GENERAL BY-ELECTION – 2016

OFFICE OF COUNCILLOR

I, Peter DeJong, Chief Election Officer, do hereby declare elected, Eileen Wilke, who received the highest number of valid votes for the office of Councillor.

Dated at Lions Bay, BC
this 22nd day of November, 2016.

Peter DeJong
Chief Election Officer

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Form No. 6-3
Local Government Act, Section 146(2)(a)

DECLARATION OF OFFICIAL ELECTION RESULTS

ASSENT VOTING – 2016

I, Peter DeJong, Chief Election Officer, do hereby declare the question in the Assent Voting Opportunity, namely, "Are you in favour of the Village of Lions Bay borrowing up to $3 million over the next five years, amortized for up to 30 years, to help fund the capital projects described in Infrastructure Master Plan Financing Loan Authorization Bylaw No. 508, 2016", to have been answered in the affirmative with the highest number of valid votes for the matter subject to assent vote.

Dated at Lions Bay, BC
this 22nd day of November, 2016.

Peter DeJong
Chief Election Officer

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Election Procedures Bylaw

Bylaw No. 474

Adopted: July 22, 2014

Repealed Bylaw(s):

Bylaw #220 Elections Regulations 1993
Bylaw #375 Lions Bay Register of Electors
Bylaw #429 Mail Ballot Authorization and Procedure Bylaw

PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0
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A BYLAW TO PROVIDE FOR THE VARIOUS PROCEDURES FOR THE CONDUCT OF LOCAL GOVERNMENT ELECTIONS AND OTHER VOTING OPPORTUNITIES WITHIN THE MUNICIPALITY

WHEREAS pursuant to the Local Government Act, Council of the Municipality of the Village of Lions Bay may, by bylaw, determine various procedures and requirements to be applied in the conduct of local government elections and other voting opportunities;

AND WHEREAS pursuant to the Local Government Act the Council may, by bylaw, determine various other procedures and requirements to be applied to the conduct of local government elections and other voting;

AND WHEREAS the Council of the Municipality of the Village of Lions Bay wishes to establish various procedures and requirements under these authorities;

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

PART 1 – CITATION, REPEAL AND INTERPRETATION

CITATION

1.1 This bylaw may be cited as "Election Procedures Bylaw 474, 2014"

REPEAL OF PREVIOUS BYLAWS

1.2 The following bylaws are hereby repealed:

Bylaw #220 *Elections Regulations 1993*;

Bylaw #375 *Lions Bay Register of Electors;* and

Bylaw #429 *Mail Ballot Authorization and Procedure Bylaw.*

DEFINITIONS

1.3 In this Bylaw,

"Chief Election Officer" or *"CEO"* means the person appointed under section 41 of the *Local Government Act*, and in the absence or inability to act of the Chief Election Officer, the person appointed as deputy chief election officer;

"election" sign means a sign promoting a political party or a candidate for office in a federal, provincial, municipal or school trustee election or by-election, or for a cause or part in relation to a referendum or other voting;

"General Voting Day" means:

the third Saturday of November in the year of a general local election;

the Saturday set for a by-election or other voting under the *Local Government Act*;

"other voting" means voting under Part 4 of the *Local Government Act* [*assent of the electors/referendum*]; and

"Village" means the Village of Lions Bay.

1.4 Words and phrases in this Bylaw shall be interpreted consistently with the *Local Government Act* and the Interpretation Act. Any reference to a statute in this Bylaw refers to a statute of the Province of British Columbia, and a reference to an enactment includes the enactment as amended or replaced from time to time. Headings are for convenience only and do not limit, expand or modify the scope of any provisions herein. If any part, section, subsection or paragraph of this bylaw is held to be invalid by a court of competent jurisdiction, it shall be severed and the remainder of the bylaw shall remain valid and in effect.

PART 2 - REGISTRATION OF ELECTORS

2.1 The most current provincial list of voters prepared under the *Election Act* that is available at the time of an election or other voting shall become the register of resident electors for the Village for such election or other voting.

2.2 The Provincial list of voters shall become the register of resident Electors no later than 52 days before General Voting Day for any election or other voting held in the municipality.

PART 3 – GENERAL PROCEDURES

Proceedings Before the Poll

3.1 The Chief Election Officer will order ballot papers and other supplies for the purposes of the Election and will see to the provision of ballot boxes and polling booths, the rental of necessary premises and all other physical arrangements for the holding of the Election. The Chief Election Officer will arrange for polling clerks to efficiently and expeditiously conduct the Election.

Access to Documents

3.2 Public access to nomination documents will be available via the internet or other electronic means.

3.3 As authorized by Section 93(2) of the *Local Government Act*, public access to disclosure statements, signed declarations, and supplementary reports will be available via the internet or other electronic means.

Use of information contained in the documents described in sections 3.2 and 3.3 is subject to restrictions established under the *Local Government Act*, section 73 (8) and 93 (3) respectively.

Additional General Voting Opportunities

3.4 The Chief Election Officer may establish additional voting opportunities for General Voting Day for each election or for other voting, and for this purpose may:

(a) designate the location of voting places, and

(b) set the voting hours, up to 8 p.m. on General Voting Day.

Required Advance Voting Opportunities

3.5 An advance voting opportunity will be held on the 10th day (Wednesday) before General Voting Day, between the hours of 8 a.m. and 8 p.m.

3.6 Pursuant to section 97 (3) of the *Local Government Act*, no other advance voting opportunity will be held.

PART 4 - MAIL BALLOT AUTHORIZATION & PROCEDURE

Mail Ballot Authorization

4.1 An elector who:

(a) has a physical disability, illness, or injury that affects their ability to vote at another voting opportunity; or

(b) expects to be absent from the Village of Lions Bay on General Voting Day and at the times of all advance voting opportunities

may vote by mail ballot in accordance with this Bylaw.

4.2 A person applying to vote by mail ballot may also apply to register as an elector in conjunction with voting by mail ballot.

Mail Ballot Application Procedure

4.3 A person wishing to vote by mail ballot, and to register as an elector for that purpose, must apply giving their name and address to the Chief Election Officer during the period commencing twenty-one (21) days before General Voting Day and ending at 4:00 pm on the Monday before General Voting Day.

4.4 Upon receipt of a request for a mail ballot, and the Chief Election Officer will, between the first day of advanced voting and 4:00 pm on the Monday before General Voting Day, make available to the mail ballot applicant, a mail ballot package as specified in Section 100 (7) of the *Local Government Act*, together with an application to register as an elector, if applicable, and a statement advising that the applicant must attest that he or she:

(a) meets the requirements for being an elector under the *Local Government Act*;

(b) meets the requirements of Section 4.1 of this Bylaw [section 100 (2) of the *Local Government Act*] for mail ballot voting; and

(c) has not previously voted in the election and will not afterwards vote again in the election.

4.5 The Chief Election Office will record and make available for inspection, upon request by any person, the name and address of the person to whom the mail ballot package was issued.

4.6 It is the obligation of the applicant for a mail ballot to ensure that the completed certification envelope and ballot is received by the Chief Election Officer before the close of voting on General Voting Day.

Mail Ballot Voting Procedure

4.7 To vote using a mail ballot, the elector must mark the ballot in accordance with the instructions contained in the mail ballot package provided by the Chief Election Officer.

4.8 After marking the ballot, the elector must:

(a) place the ballot in the secrecy envelope provided and seal the secrecy envelope;

(b) place the secrecy envelope in the certification envelope, and complete and sign the certification printed on such envelope, and then seal the certification envelope;

(c) place the certification envelope, together with a completed elector registration application, if required, in the outer envelope, and then seal the outer envelope;

(d) mail, or have delivered, the outer envelope and its contents to the Chief Election Officer at the address specified so that it is received no later than the close of voting on General Voting Day.

Mail Ballot Acceptance or Rejection

4.9 Until 4 p.m. on the Thursday two days before General Voting Day, on receiving the outer envelope and its contents, the Chief Election Officer will, in the following order:

(a) immediately record the date of receiving the outer envelope;

(b) open the outer envelope and remove and examine the certification envelope and if applicable, the application for registration as an elector; and

(c) if satisfied as to:

i. the identity and entitlement to vote of the elector whose ballot is enclosed; and
ii. the completeness of the certification,

mark the certification envelope as "accepted".

4.10 If, on reviewing a certification envelope, the Chief Election Officer is not satisfied as to the identity of the elector whose ballot is enclosed or as to the sufficiency of the certification:

(a) the CEO shall mark that envelope as "rejected" and note the reasons for the rejection; and

(b) the rejected certification envelope and its contents must remain unopened and any ballot contained therein must not be counted in the election.

4.11 The Chief Election Officer must treat any certification envelope in an outer envelope received after the close of voting on General Voting Day in the same manner as for rejected envelopes in section 4.10.

Custody and Counting of Mailed Ballots

4.12 The certification envelopes marked as "accepted" will remain, unopened, in the custody of the Chief Election Officer until 4 p.m. on the Thursday two days before General Voting Day, in order to deal with any challenges brought under section 116 of the *Local Government Act.*

4.13 As soon as possible after 4 p.m. on the Thursday two days before General Voting Day, the Chief Election Officer will, at a place specified by the CEO and, in the presence of at least one witness, including any candidate representatives who are present, will open the certification envelopes, and remove the secrecy envelopes.

4.14 Unless the right of a person voting by mail ballot has been challenged and not resolved in favour of the person being permitted to vote, the Chief Election Officer will deposit all secrecy envelopes received into a ballot box specified for this purpose until after the close of voting on General Voting Day. For any outer envelope received thereafter and until the close of voting on General Voting Day, the CEO will follow the procedures of sections 4.9 and 4.10.

4.15 After the close of voting on General Voting Day, the Chief Election Officer will remove any secrecy ballots from accepted certification envelopes and deposit them into the ballot box for mailed in ballots. That ballot box may then be opened at a place specified by the CEO and, and the ballots counted in accordance with Part 3, Division 13, of the *Local Government Act*.

4.16 The Chief Election Officer will retain and treat all certification envelopes in the same manner as for a voting book.

PART 5 ELECTION ADVERTISING

Use of Municipal Logos

5.1 Other than as expressly authorized in writing by the Village, no person shall use or display on any election sign or other form of election advertising a logo, trademark or official mark, in whole or in part, that is owned or licensed by the Village.

Election Signs

5.2 A person responsible for posting, erecting or otherwise displaying an election sign must ensure the sign:

(a) is not illuminated and does not flash;

(b) does not obstruct or otherwise interfere with sight lines or movement of vehicles, pedestrians, cyclists or any other highway traffic, or obstruct the visibility of regulatory signs or other traffic control devices;

(c) is not located within 0.5 metres of a sidewalk or walkway, within 15 metres of a fire hydrant or within 3.0 metres of a roadway;

(d) is not attached to a utility pole or apparatus or a street light pole;

(e) is not posted on or attached to the Village Hall or other Village structure or located on the lot thereof;

(f) is not located or displayed within 100 metres of a building, structure or other place where voting proceedings are being conducted;

(g) as part of a structure, does not stand higher than 2.5 metres above the ground supporting the structure; or

(h) is not, on any single side, more than 3.0 square metres in area.

5.3 A person must not post, erect or display an election sign earlier than 30 days before the date of a General Voting Day, and must remove any such signs within 72 hours after General Voting Day.

PART 6 VOTING PLACE PROCEDURES

6.1 As soon as an elector enters a voting place, he or she must proceed to an election official and follow any directions given by that official for producing identification, registering to vote, signing a written declaration, signing the list of electors or the voting book and obtaining assistance, as applicable.

6.2 After receiving a ballot, the elector must:

(a) immediately proceed to a voting booth provided;

(b) while the ballot is screened from observation, mark it by making a cross or tick in the blank space opposite the name of the candidate or candidates for whom the elector wishes to vote; and

(c) in the case of other voting (on a bylaw or other matter for which the assent or an opinion of the electors is sought), place a mark beside either "yes" or "no" on the ballot;

(d) fold the ballot to conceal all marks made on it;

(e) deposit the ballot in the sealed ballot box to which the elector has been directed; and

(f) leave the voting place without delay.

Replacement of Spoiled Ballot

6.3 If, before inserting the ballot into the ballot box, an elector determines that he or she has made a mistake when marking the ballot, the elector may request a replacement ballot by advising the presiding election official, who will then issue a replacement ballot to that elector, mark the original ballot as spoiled, and retain the spoiled ballot for return to the Chief Election Officer.

PART 7 CLOSE OF VOTING

7.1 Ballots will be considered and counted manually three times and in conjunction with the use of a tallying sheet to confirm accuracy of results.

7.2 If a recount is required it shall be conducted under the direction of the Chief Election Officer.

Resolution of Tie Vote

7.3 In the event of a tie vote after a judicial recount, the tie vote will be resolved by conducting a lot in accordance with the *Local Government Act*.

READ A FIRST TIME	**May 6, 2014**
READ A SECOND TIME	**May 6, 2014**
READ A THIRD TIME	**June 17, 2014**
ADOPTED	**July 22, 2014**

Mayor

Corporate Officer

Certified a true copy of
Bylaw No. 474, 2014 as adopted.

Corporate Officer

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	**Request for Decision Report**		
Title	**Approval of Bi-Election and Referendum Expenses**		
Author	**Pamela Rooke**	**Reviewed By:**	**Peter DeJong**
Date	**December 15, 2016**	**Version**	
Issued for	**December 20, 2016 Regular Council Meeting**		

RECOMMENDATION

THAT Council approve the $26,820.76 of operating expenses incurred for the November 19, 2016 bi-election and referendum.

ATTACHMENTS

- Summary of Bi-Election and Referendum Expenses

KEY INFORMATION

On June 7, 2016, Councillor Helen Waterson submitted her resignation from Council. A By-election was held on November 19, 2016 to elect her replacement. The Village also held a referendum vote for approval of Loan Authorization Bylaw No. 508, 2016. The expenses related to these two events were not included in the 2016-2020 Five Year Financial Plan. The attachment provides a breakdown of the unbudgeted expenses.

FINANCIAL CONSIDERATIONS

The 2016 operating results will include additional costs of $26,820.76 which will be funded from surplus.

Village of Lions Bay
Summary of Bi-Election and Referendum Expenses

Bi-Election

Salaries (training, advanced poll, general election day)	4,043.21
Consultant	6,107.51
Sundry (food etc.)	189.27
Ballots	347.75
Notices - North Shore News	1,624.00
	12,311.74

Referendum

Communication Consultant	8,693.00
Scrutineer Posting - North Shore News	1,176.00
Election Notice - North Shore News	448.00
Ballots	347.75
Referendum Signs	416.04
Town Hall Meeting Signs	550.00
Mail out - Production	1,899.43
Mailout - Postage	978.80
	14,509.02

Total Expenses	**26,820.76**

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	**December 15, 2016**	**Version**	-
Issued for	**December 20, 2016 Regular Council Meeting**		

RECOMMENDATION

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

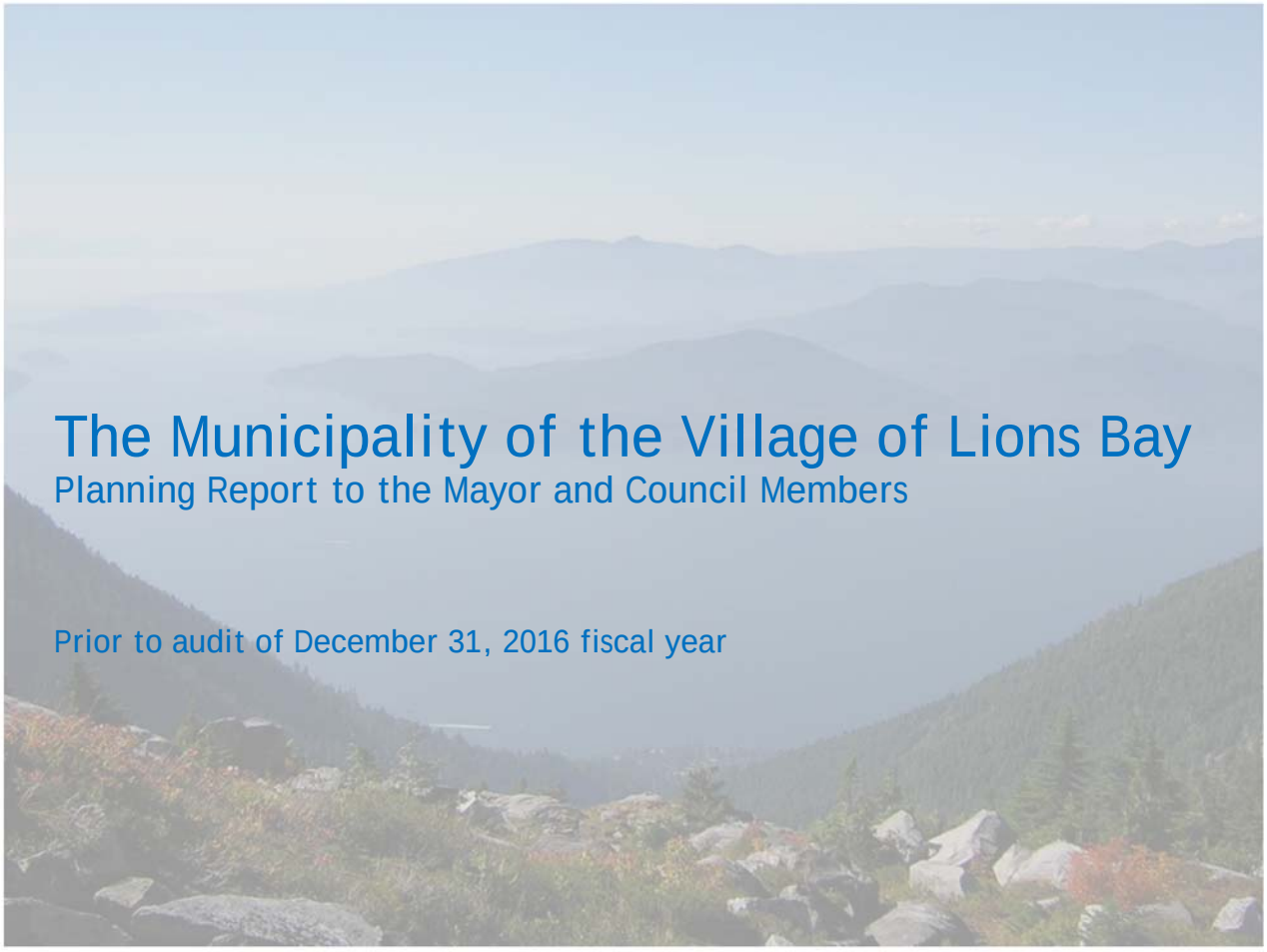
ATTACHMENTS

- The Municipality of the Village of Lions Bay
  Planning Report to the Mayor and Council Members

KEY INFORMATION

As part of the annual audit process, BDO issues 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, 2016.

For Council's consideration.



The Municipality of the Village of Lions Bay

Planning Report to the Mayor and Council Members

Prior to audit of December 31, 2016 fiscal year

Tel: 604 688 5421
Fax: 604 688 5132
vancouver@bdo.ca
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600 Cathedral Place
925 West Georgia Street
Vancouver BC V6C 3L2 Canada

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November 24, 2016

Mayor and Council
The Municipality of the Village of Lions Bay
400 Centre Road
Lions Bay, BC V0N 2E0

Dear Mayor and Council Members:

We are pleased to present our audit plan for the audit of the financial statements of the Village of Lions Bay ("the Village") for the year ended December 31, 2016.

Our report is designed to highlight and explain key issues which we believe to be relevant to the audit including audit risks, the nature, extent and timing of our audit work and the terms of our engagement. The audit planning report forms a significant part of our overall communication strategy with the Mayor and Council and is designed to promote effective two-way communication throughout the audit process. It is important that we maintain effective two-way communication with the Mayor and Council throughout the entire audit process so that we may both share timely information. The audit process will conclude with a Mayor and Council meeting and the preparation of our final report to the Council.

This report has been prepared solely for the use of the Mayor and Council and should not be distributed without our prior consent. Consequently, we accept no responsibility to a third party that uses this communication.

The Mayor and Council play an important part in the audit planning process and we look forward to meeting with you to discuss our audit plan as well as any other matters that you consider appropriate.

Yours truly,

Bill Cox, FCPA, FCA
Partner through a corporation
BDO Canada LLP
Chartered Professional Accountants

BC/mkn

BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

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EXECUTIVE SUMMARY

ENGAGEMENT LETTER

The terms and conditions of our engagement are included in the most recent engagement letter, dated November 24, 2016.

RESPONSIBILITIES

It is important for Council to understand the responsibilities that rest with the external auditor and the responsibilities of those charged with governance. BDO's responsibilities are outlined within the most recent engagement letter, dated November 24, 2016. The oversight and financial reporting responsibilities of Council as they pertain to the annual audit are summarized below.

- Oversee the work of the external auditor engaged for the purpose of issuing an independent auditor's report.
- Report on all non-audit services to be provided to the Village by the external auditor.
- Facilitate the resolution of disagreements between management and the external auditor regarding financial reporting matters, if any.
- Refer to Appendix E for full details on the responsibilities of Council.

ENGAGEMENT OBJECTIVES

- Express an opinion as to whether the financial statements present fairly, in all material respects, the financial position, results of operations, changes in its net debt, and cash flows of the Village in accordance with Public Sector Accounting Standards ("PSAB").
- 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.
- Provide opinions on the C2 – Home Owner Grant/Treasure/Audit Certificate and the compliance with agreement relating to Part 8 of the School Act (British Columbia).
- Provide timely and constructive management letters. This will include deficiencies in internal control identified during our audit. (See Appendix K for prior year's management letter.)
- Consult regarding accounting, indirect taxes and reporting matters as requested throughout the year.
- Read the other information included in the Village's Annual Report to identify material inconsistencies, if any, with the audited financial statements.

AUDIT STRATEGY

Changes in auditing standards now require auditors to document all significant manual and computer systems. Overall, balance will be tested based on substantive procedures (such as analysis of data and obtaining direct evidence as to the validity of the items) in combination with analytical review

and testing due to the issues we have noted in the past relating to the reliability of the internal control.

Refer to Appendix B for a high level overview of our audit strategy.

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.

For purposes of our audit, we have set preliminary materiality at $54,000 for the Village and a preliminary performance materiality at $40,500.

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

We will communicate all corrected and uncorrected misstatements identified during our audit to the 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.

RISKS AND PLANNED AUDIT RESPONSES

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

Significant risks 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 risks and whether there are any other areas of concern that the Council have identified.

RISKS AND PLANNED AUDIT RESPONSES (CONTINUED)

	Audit Risk	Proposed Audit Approach
Recognition of Revenue	Accounting standards have changed in this area and are complex and open to interpretation. There is a risk that revenue may be incorrectly deferred into future periods.	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.
Management Override of Internal Controls	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 significant transactions recorded in the various ledgers for unusual or non-recurring adjustments not addressed by other audit procedures.

Other areas that may be considered higher risk are as follows:

	Audit Risk	Proposed Audit Approach
Cash and Investments	Cash planning and investment management are important aspects of good financial controls. Due to its nature, cash and investments are almost always considered to be a risk area in any audit.	Our planned audit procedures include review of reconciliations, substantive testing of transactions and confirmations of end of period balances. We will also review reports on return and investment strategies.
Staff Salaries	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).	Application of computer audit testing to analyze all payroll transactions in the year is a key step to identify unusual payroll relationships for testing. We will also perform systems testing, tests of controls and analytical review of staff salary and levels.
Tangible Capital Assets and Accumulated Amortization	With continuous changes in technology and innovation, the useful lives of tangible capital assets owned by the Regional District will need to be re-evaluated to determine if they	We will perform substantive testing of additions and disposals in the year and amortization calculations. Useful lives of existing assets will be reviewed for changes in

	are still accurate. This involves a high level of estimation and coordination of the finance department with other departments.	estimates, if applicable. Repairs and maintenance ledgers will also be reviewed for possible capital items that have been expensed.

FRAUD RISK

Canadian generally accepted auditing standards require us to discuss fraud risk with Council on an annual basis. We have prepared the following comments to facilitate this discussion.

Required Discussion	BDO Response	Question to Council
Details of existing oversight processes with regards to fraud.	Through our planning process, and based on prior years' audits, we have developed an understanding of your oversight processes including: • Annual Council meeting with management to discuss fraud • Discussions at regular Council meetings and our attendance at some of those meetings; • Review of related party transactions; and • Consideration of tone at the top.	Are there any new processes or changes in existing processes relating to fraud that we should be aware of?
Knowledge of actual, suspected or alleged fraud.	Currently, we are not aware of any fraud.	Are you aware of any instances of actual, suspected or alleged fraud affecting the Village?

Refer to Appendix F for our considerations of possible fraud and illegal activities during the performance of our audit.

FINAL ENGAGEMENT REPORTING

As part of our final reporting to Council, we will provide a communications package to support Council in discharging their responsibilities. This communication will include any identified significant deficiencies in internal controls. See Appendix H for a comprehensive list of communication requirements throughout the audit.

OTHER MATTERS

Timing	The following schedule has been agreed to with management: • Interim audit fieldwork - December 12-14, 2016 • Year-end audit fieldwork – April 17 - 21, 2017 • Review of draft financial statements with Council or delegates – to be determined (approximately May 2017)

	• Finalization of financial statements – Immediately subsequent to approval by Mayor & Council
Independence	Our annual independence letter has been included as Appendix G.
Management Representations	As part of our audit finalization we will obtain written representation from management, a copy of these representations will be included as part of our final report.
New Accounting Standards	Refer to Appendix J for changes in standards. The most significant standards on the horizon include "Contaminated Sites" (which will be adopted in the current year) and "Financial Instruments" (effective for 2020).

APPENDIX A – Your BDO Engagement Team

Name	Title	Email	Phone
Bill Cox, FCPA, FCA	Engagement Partner	bcox@bdo.ca	604.443.4716
Alex Oulton, CPA, CA	Senior Manager	aoulton@bdo.ca	604.646.3370
Robin Gill, CPA, CA	Audit Senior	rogill@bdo.ca	604.688.5421
Angela Liu	Audit Staff	anliu@bdo.ca	604.688.5421
Jane Park	Audit Staff	jspark@bdo.ca	604.688.5421

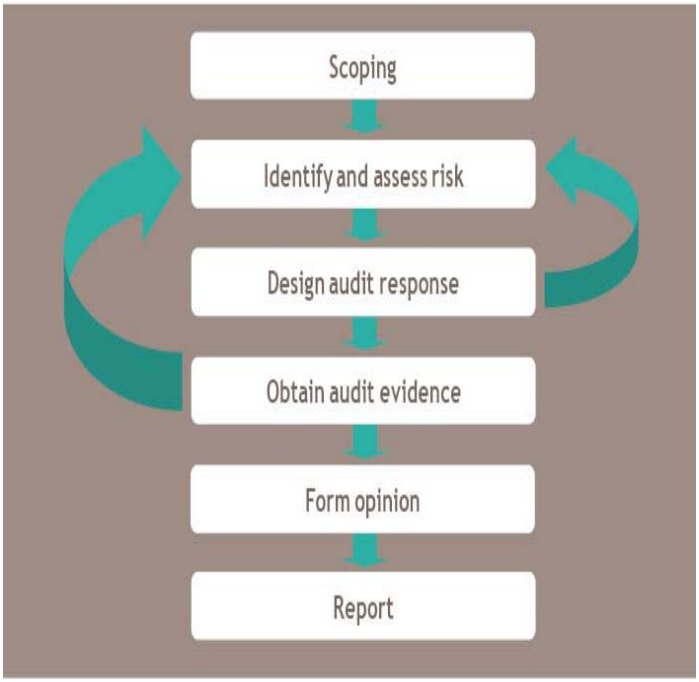
APPENDIX B – Audit Strategy

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 Council.

To assess risk accurately, we need to gain a detailed understanding of the Village's operations and the environment it operates in. This allows us to identify, assess and respond to the risks of material misstatement.

To identify, assess and respond to risk, we obtain an understanding of the system of internal control in place in order to consider the adequacy of these controls as a basis for the preparation of the financial statements. We then determine whether adequate accounting records have been maintained and assess the adequacy of these controls and records as a basis upon which to design and undertake our audit testing.



Based on our risk assessment, we design an appropriate audit strategy to obtain sufficient assurance to enable us to report on the financial statements.

We choose audit procedures that we believe are the most effective and efficient to reduce audit risk to an acceptably low level. The procedures are a combination of testing the operating effectiveness of internal controls, substantive analytical procedures and other tests of detailed transactions.

Having planned our audit, we will perform audit procedures maintaining an appropriate degree of professional skepticism, in order to collect evidence to support our audit opinion.

APPENDIX C – Management Responsibilities

All facets of the Village's internal controls including those governing the accounting records, systems and financial statements will be impacted by the organization's complexity, the nature of risks, and the related laws, regulations, or stakeholder requirements. It is management's responsibility to determine the level of internal control required to respond reasonably to the Village's risks.

The preparation of the Village's financial statements including all disclosures in accordance with Canadian public sector accounting standards is the responsibility of management. Among other things, management is responsible for:

1. Designing and implementing internal controls over financial reporting to enable the preparation of financial statements that are free of material misstatements;
2. Informing the Village's auditors of any deficiencies in design or operation of internal controls;
3. Updating the Village's auditors for any material change in the Village's internal controls including if the individuals responsible for the controls that have changed;
4. Identifying and complying with any laws, regulations, and/or agreements which apply to the Village;
5. Recording any adjustments required to the financial statements to correct material misstatements;
6. Safeguarding of assets;
7. Providing the auditor with all financial records, and related data which may be related to the recognition, measurement and or disclosure of transactions in the financial statements;
8. Providing accurate copies of all minutes of the regular and closed meetings of Council;
9. Providing timely, accurate information as requested for the completion of the audit;
10. Allowing unrestricted access to persons or information as requested as part of the audit;
11. Notifying the auditor of any circumstances which arise between the date the audit work is completed and the approval date of the financial statements.

Representation Letter

We will make specific inquiries of the Village's management about the representations embodied in the financial statements and internal control over financial reporting. During the completion of our audit documentation, we will require management to confirm in writing certain representations in accordance with Canadian generally accepted auditing standards. These representations are to be provided to us in the form of a representations letter which will be provided as near as practicable to, but not after the date of our auditor's report on the financial statements.

APPENDIX D – Circumstances Affecting Timing and Fees

Our professional fee for the audit is based on careful consideration of the time required to complete the required work. Circumstances may arise during the engagement which could significantly impact the targeted completion dates and or the extent of work required to complete the audit. As a result, additional fees may be necessary. Such circumstances include, but are not limited to, the following:

Significant Issues

1. Changes in the design or function of internal controls can impact the audit and result in additional substantive testing;
2. Significant number of proposed adjustments which are identified during the audit work;
3. Significant changes are required to the format or information contained in the financial statements;
4. New issues resulting from changes to:
    a. Accounting standards, policies or practices
    b. Special events or transactions which were not contemplated in the original budget
    c. The financial reporting process or systems involved
    d. Accounting personnel or availability of accounting personnel
    e. The requirement to include specialists in the audit work
5. Changes to the scope of the audit.

Audit Execution

1. Audit schedules are not provided in a timely manner, are not mathematically correct, or do not agree to the underlying accounting records.
2. There are significant delays in responding to our requests for information or responses require significant further investigation.
3. The quality of the supporting information for the audit work has deteriorated from our previous experience.
4. A complete working paper package is not provided on the agreed upon date.
5. There is a limitation of access to the financial staff required to complete the audit.

APPENDIX E – Council Responsibilities

General Responsibilities

It is Council's responsibility to provide oversight of the financial reporting process. This includes management's preparation of the financial statements, monitoring of the Village's internal controls, overseeing the work of the external auditor, facilitating the resolution of disagreements between management and the auditor, as well as the final review of the financial statements and other annual reporting.

Significant Audit Findings

Based on the work we perform, any significant identified deficiencies in internal control will be reported to you in writing. The purpose of our audit is to express an opinion on the financial statements. While our audit includes a consideration of the internal control structure of the Village, our work is focused on those controls relevant to financial reporting. As such, our work was not designed to provide an opinion on the effectiveness of the internal controls.

We will communicate our views regarding any significant qualitative aspects of the Village's accounting practices. This would include the selection and application of accounting policies, estimates and financial statement disclosure. If during our audit we feel that the selected policies, estimates or disclosures are not appropriate for the Village under its reporting framework, we will communicate these matters to Council.

In addition, we will communicate:

- Any significant difficulties which arose during the audit;
- Any reasons identified which may cause doubt as to the Village's ability to continue as a going concern;
- The written representations we will request from management;
- Any identified unadjusted misstatements;
- Any identified or suspected fraudulent activities.

APPENDIX F – Auditor's Considerations of Possible Fraud and Illegal Activities

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.

During the audit, we will perform risk assessment procedures and related activities to obtain an understanding of the entity and its environment, including the Village's internal control system, to obtain information for use in identifying the risks of material misstatement due to fraud and make inquiries of management regarding:

- Management's assessment of the risk that the financial statements may be materially misstated due to fraud, including the nature, extent and frequency of such assessments;
- Management's process for identifying and responding to the risks of fraud in the Village, including any specific risks of fraud that management has identified or that have been brought to its attention, or classes of transactions, account balances, or disclosures for which a risk of fraud is likely to exist;
- Management's communication, if any, to those charged with governance regarding its processes for identifying and responding to the risks of fraud in the Village; and
- Management's communication, if any, to employees regarding its view on business practices and ethical behaviour.

In response to our risk assessment and our inquiries of management, we will perform procedures to address the assessed risks, which may include:

- Inquiring of management, members of Council and others related to any knowledge of fraud, suspected fraud or alleged fraud;
- Performing disaggregated analytical procedures and considering unusual or unexpected relationships identified in the planning of our audit;
- Incorporating an element of unpredictability in the selection of the nature, timing and extent of our audit procedures; and

- Performing additional required procedures to address the risk of management's override of controls including:
    - Testing internal controls designed to prevent and detect fraud;
    - Testing the appropriateness of a sample of adjusting journal entries and other adjustments for evidence of the possibility of material misstatement due to fraud;
    - Reviewing accounting estimates for biases that could result in material misstatements due to fraud, including a retrospective review of significant prior years' estimates; and
    - Evaluating the business rationale for significant unusual transactions.

APPENDIX G – Independence Letter

November 24, 2016

Mayor and Council
The Municipality of the Village of Lions Bay
400 Centre Road
Lions Bay, BC V0N 2E0

Dear Mayor and Council Members:

We have been engaged to audit the financial statements of the Village of Lions Bay (the "Village") for the year ended December 31, 2016.

Canadian generally accepted auditing standards (GAAS) no longer require that we communicate formally to you in regard to Independence Matters, however we consider it to be a good practice. As such, we are reporting to you regarding all relationships between the Village (and its related entities) and our firm that, in our professional judgment, may reasonably be thought to bear on our independence.

In determining which relationships to report, these standards require us to consider relevant rules and related interpretations prescribed by the Institute of Chartered Accountants of British Columbia and applicable legislation, 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 are not aware of any relationships between the Village and our firm that, in our professional judgment, may reasonably be through to bear on our independence.

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

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

Yours truly,



Bill Cox, CPA, FCA
Partner through a corporation of
BDO Canada LLP
Chartered Professional Accountants

BC/mkn

APPENDIX H – Communication Requirements

Required Communication	Audit Planning Letter	Audit Results Letter	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 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 I – Resources and Services

OTHER BDO SERVICES

Solutions	BDO Solutions provides accounting software management tools need to run a better operation. Our expert team understands the complex reporting requirements government entities must adhere to, as well as the limited resources they have to address these needs. Spend more time serving your constituents, better manage budgets, allocate time and resources more effectively and improve your ability to focus on the work that really matters to your organization. For more information, please visit the following link: http://www.bdosolutions.com/ca/
Succession Planning	Having a strong strategic plan, such as a succession plan for key employees and strategic planning for the Board, is critical to an organization's success. With our succession planning services, we can help your organization with: • Planning for a change in leadership • Setting a strategic direction for the Board • Develop a strategic business plan for operations • Aligning all three groups of stakeholders (Board, employees and members) and enhancing communication For more information, please visit the following link: http://www.bdo.ca/en/Services/Advisory/Business-Transition/pages/default.aspx
Risk Advisory	As Canada's leading financial advisory firm, BDO helps organizations and their management teams effectively assess, develop and manage strategic initiatives. Visit the following link to find out more: http://www.bdo.ca/en/Services/Advisory/Financial-Advisory/pages/default.aspx
Outsourcing	Our dedicated team of professional bookkeepers across Canada combined with our powerful Microsoft cloud technology platform can provide you and your organization with a world class bookkeeping solution that gives you anytime access to your financial information. Our BDO Client Portal provides you with access to comprehensive business management functionality and enables you to make proactive and informed decisions for your organization. Visit the link below to find out how we can create a customized bookkeeping solution for your organization: http://www.bdo.ca/en/Services/Outsourcing/Bookkeeping/pages/default.aspx

Indirect Tax	Government Entities operating in Canada are impacted by commodity taxes in some way or another. These include GST/HST, QST, PST, various employer taxes, and unless managed properly, can have a significant impact on your organization's bottom line. The rules for Government Entities can be especially confusing, and as a result many organizations end up paying more for indirect tax then they need to. Government Entities must keep on top of changes to ensure they are taking advantage of the maximum refund opportunities. At BDO, we have helped a number of organizations of all sizes with refund opportunities, which can reduce costs for the organization and improve overall financial health. For more information, please visit the following link: http://www.bdo.ca/en/Services/Tax/Indirect-Tax/pages/default.aspx

BDO PUBLICATIONS

BDO's national and international accounting and assurance department issues publications on the transition and application of Public Sector Accounting Standards. In addition, we offer a wide array of publications on Accounting Standards for Private Enterprises (ASPE), International Financial Reporting Standards (IFRS), and Accounting Standards for Not-for-profit organizations (ASNPO).

For additional information on PSAS, including links to archived publications and model financial statements, refer to the link below:
http://www.bdo.ca/en/library/services/assurance-and-accounting/pages/default.aspx.

MYPDR

Class is in session! Meeting Your Professional Development Requirements (MYPDR) is an educational program designed to support our clients, contacts and alumni in achieving their ongoing professional development requirements.

Through the MYPDR program, we are committed to providing timely, relevant topics that can support you in meeting your ongoing professional development needs. For more information on the MYPDR program or to register, please visit http://www.cvent.com/d/34qqxp.

APPENDIX J – Changes in Accounting Standards With Potential to Affect the Village

Appendix – Summary of New Accounting and Auditing Requirements

The following summarizes the status of new standards and the changes to existing standards as of the fall of 2016. The Appendix also reviews Exposure Drafts, Consultation Papers, Statements of Principles, projects and Post Implementation Reviews that provide information on the future direction of CPA Public Sector Accounting Handbook.

NEW STANDARDS – PUBLIC SECTOR ACCOUNTING STANDARDS ("PSAS")

Government Not-for-Profit Organizations, Sections PS 4200 – 4270

The Province of British Columbia continue to direct that the PS 4200 sections for Government Not-for-Profit Organizations not be used by any entity that is part of the Government of BC reporting entity.

There are no new standards required to be adopted for years beginning on or after April 1, 2016.

NEW STANDARDS - PSAS (NOT YET EFFECTIVE)

Amendments to the Introduction

PSAB amended the introduction to Public Sector Accounting Standards to clarify the applicability of the CPA PSA Handbook for various public sector entities. A government component, for example a provincial Ministry, that prepares standalone statements, would be directed to use PSAB effective on or after January 1, 2017.

Section PS 1201, Financial Statement Presentation

This Section revises and replaces Financial Statement Presentation, Section PS 1200. The following changes have been made to the Section:

- Remeasurement gains and losses are reported in a new statement;
- Other comprehensive income that can arise when a government includes results of government business enterprises and government business partnerships in its summary financial statements is reported in the statement of remeasurement gains and losses; and
- The accumulated surplus or deficit is presented as the total of the accumulated operating surplus or deficit and the accumulated remeasurement gains and losses.

Part of this standard will not have much of an impact until Section PS 3450 - Financial Instruments has been adopted.

The standard is effective for fiscal years beginning on or after April 1, 2012. In the case of governments, the new requirements are effective for fiscal years beginning on or after April 1, 2019. For entities with a December year end, this means that 2020 is the first year that the standard must be followed. However, we are expecting that the Standard will be further deferred. Earlier adoption is permitted.

Section PS 2200, Related Party Disclosures

This new Section defines a related party and establishes disclosures required for related party transactions.

A related party exists when one party has the ability to exercise control or shared control over the other. Two or more parties are related when they are subject to common control or shared control. Related parties also include individuals that are members of key management personnel and close family members.

- Disclosure of key management personnel compensation arrangements, expense allowances and other similar payments routinely paid in exchange for services rendered is not required.
- Two entities that have a member of key management personnel in common may be related depending upon that individual's ability to affect the policies of both entities in their mutual dealings.
- Disclosure is only required when transactions and events between related parties have or could have a material financial effect on the financial statements.
- Determining which related party transactions to disclosure is a matter of judgment based on the assessment of certain factors.

This Section is effective for fiscal periods beginning on or after April 1, 2017. For entities with a December year end, this means that 2018 is the first year that the standard must be followed. Earlier adoption is permitted.

Section PS 2601, Foreign Currency Translation

This Section revises and replaces *PS 2600, Foreign Currency Translation*. The following changes have been made to the Section:

- The definition of currency risk is amended to conform to the definition in *PS 3450, Financial Instruments*;
- The exception to the measurement of items on initial recognition that applies when synthetic instrument accounting is used is removed;
- At each financial statement date subsequent to initial recognition, non-monetary items denominated in a foreign currency that are included in the fair value category in accordance with Section PS 3450 are adjusted to reflect the exchange rate at that date;
- The deferral and amortization of foreign exchange gains and losses relating to long-term foreign currency denominated monetary items is discontinued;
- Until the period of settlement, exchange gains and losses are recognized in the statement of remeasurement gains and losses rather than the statement of operations; and
- Hedge accounting and the presentation of items as synthetic instruments are removed.

The new requirements are to be applied at the same time as *PS 3450, Financial Instruments*, and are effective for fiscal years beginning on or after April 1, 2012. In the case of governments, the new requirements have been delayed and are now effective for fiscal years beginning on or after April 1, 2019. For entities with a December year end this means 2020 is the first year that the standard must be followed. However, we expect that the standard will be further deferred. Earlier adoption is permitted.

Section PS 3041, Portfolio Investments

This Section revises and replaces Section *PS 3040, Portfolio Investments.* The following changes have been made:

- The scope is expanded to include interests in pooled investment funds;
- Definitions are conformed to those in *PS 3450, Financial Instruments*;
- The requirement to apply the cost method is removed, as the recognition and measurement requirements within Section PS 3450 apply, other than to the initial recognition of an investment with significant concessionary terms; and
- Other terms and requirements are conformed to Section PS 3450, including use of the effective interest method.

This Section is to be applied for government organizations are effective for fiscal years beginning on or after April 1, 2012. In the case of governments, the new requirements are effective for fiscal years beginning on or after April 1, 2019. For entities with a December year end, this means that 2020 is the first year that the standard must be followed. Earlier adoption is permitted.

Section PS 3420, Inter-Entity Transactions

This new Section establishes standards on how to account for and report transactions between public sector entities that comprise a government's reporting entity from both a provider and recipient perspective.

The main features are:

- Inter-entity transactions involving the transfer of assets or liabilities should be recognized by both a provider and a recipient at carrying amount, exchange amount or fair value depending on the particular circumstances of each case.
- Inter-entity transactions in the normal course of operations or under a policy of cost allocation and recovery should be recognized on a gross basis at the exchange amount.
- A recipient may recognize unallocated costs as a revenue and expense at carrying amount, fair value or another amount based on existing policy, accountability structure or budget practice depending on the particular circumstances of each case.
- Information about inter-entity transactions would be disclosed in accordance with the new Section on related party disclosures.

This Section is effective for fiscal periods beginning on or after April 1, 2017. For entities with a December year end, this means that 2018 is the first year that the standard must be followed. Earlier adoption is permitted.

Section PS 3210, Assets

This new Section provides additional guidance on the definition of assets and establishes general disclosure standards for assets. Disclosure of types of assets that are not recognized is required.

However, this standard does not address intangible assets which are still not recognized under the PSAB accounting framework.

This Section is effective for fiscal periods beginning on or after April 1, 2017. For entities with a December year end, this means that 2018 is the first year that the standard must be followed. Earlier adoption is permitted.

Section PS 3320, Contingent Assets

This new Section defines and establishes disclosure standards on contingent assets. Disclosure about contingent assets is required when the occurrence of the confirming future event is likely.

This Section is effective for fiscal periods beginning on or after April 1, 2017. For entities with a December year end, this means that 2018 is the first year that the standard must be followed. Earlier adoption is permitted.

Section PS 3380, Contractual Rights

This new Section defines and establishes disclosure standards on contractual rights. Disclosure about contractual rights is required including the description about their nature and extent and the timing.

This Section is effective for fiscal periods beginning on or after April 1, 2017. For entities with a December year end, this means that 2018 is the first year that the standard must be followed. Earlier adoption is permitted.

Section PS 3430, Restructuring Transactions

This Section addresses a problem area for public sector accounting. In the past there was no Canadian standard that addressed acquisition of services and service areas, therefore, accountants looked to the US and international standards for guidance.

This new Section defines a restructuring transaction and establishes standards for recognizing and measuring assets and liabilities transferred in a restructuring transaction. A restructuring transaction is defined as a transfer of an integrated set of assets and/or liabilities, together with related program or operating responsibilities, that does not involve an exchange of consideration based primarily on the fair value of the individual assets and liabilities transferred.

- The net effect of the restructuring transaction should be recognized as a revenue or expense by the entities involved.
- A recipient should recognize individual assets and liabilities received in a restructuring transaction at their carrying amount with applicable adjustments at the restructuring date.
- The financial position and results of operations prior to the restructuring date are not restated.
- A transferor and a recipient should disclose sufficient information to enable users to assess the nature and financial effects of a restructuring transaction on their financial position and operations.

This Section applies to restructuring transactions occurring in fiscal years beginning on or after April 1, 2018. For entities with a December year, end this means that 2019 is the first year that the standard must be followed. Earlier adoption is permitted.

Section PS 3450, Financial Instruments

PSAB approved amendments to *Section PS 3450, Financial Instruments*, to align the reporting of income on externally restricted assets that are financial instruments with the requirements in Section PS 3100, Restricted Assets and Revenues. The amendments clarify the application of Section PS 3100 (paragraphs PS 3100.11 - .12) when accounting for:

- A change in the fair value of a financial asset in the fair value category that is externally restricted;
- Income attributable to a financial instrument that is externally restricted; or
- A gain or loss associated with a financial instrument that is externally restricted.

These amendments recognize the importance of the nature of restrictions and the terms of contractual agreements in reporting such transactions and events when externally restricted assets and income are involved.

This new Section, although not as demanding as the private sector section, establishes standards for recognizing and measuring financial assets, financial liabilities and non-financial derivatives.

The main features of the new Section are:

- Items within the scope of the Section are assigned to one of two measurement categories: fair value, or cost or amortized cost;
- Almost all derivatives, including embedded derivatives that are not closely related to the host contract, are measured at fair value;
- Fair value measurement also applies to portfolio investments in equity instruments that are quoted in an active market;
- Other financial assets and financial liabilities are generally measured at cost or amortized cost;
- Until an item is derecognized, gains and losses arising due to fair value remeasurement are reported in the statement of remeasurement gains and losses;
- Budget-to-actual comparisons are not required within the statement of remeasurement gains and losses;
- When the reporting entity defines and implements a risk management or investment strategy to manage and evaluate the performance of a group of financial assets, financial liabilities or both on a fair value basis, the entity may elect to include these items in the fair value category;
- New requirements clarify when financial liabilities are derecognized;
- The offsetting of a financial liability and a financial asset is prohibited in absence of a legally enforceable right to set off the recognized amounts and an intention to settle on a net basis, or to realize the asset and settle the liability simultaneously; and
- New disclosure requirements of items reported on and the nature and extent of risks arising from financial instruments.

The new requirements are to be applied at the same time as *PS 2601, Foreign Currency Translation* and for government organizations are effective for fiscal years beginning on or after April 1, 2012. In the case of governments, the new requirements have been delayed, mainly due to concerns of the senior government, and are effective for fiscal years beginning on or after April 1, 2019. For entities with a December year end this means 2020 is the first year that the standard must be followed. However, we expect that this Standard will be further deferred. Earlier adoption is permitted. This Standard should be adopted with prospective application except for an accounting policy related to embedded derivatives within contracts, which can be applied retroactively or prospectively.

Note also the exposure draft "Financial Instruments: Transition" (discussed below) that proposed clarification of some detailed aspects of the Financial Instruments standard.

EXPOSURE DRAFTS – PSAS

Financial Instruments: Transition (Closed for comment)

This exposure draft deals with technical details related to the standard by providing two amendments and a few clarifications.

The first amendment proposed definitively states that unless a contractual right or contractual obligation underlies a receivable or a payable, the Financial Instruments standard does not apply. There must be a contract for there to be a financial instrument.

The second amendment removes a correct, but redundant, paragraph that notes the Financial Instrument Standard does not apply to a receivable under a lease.

Clarifications are made in areas related to transfer of collateral pursuant to a credit risk management mechanism in a derivative contract, treatment of unamortized discounts or premiums related to debt buy-backs, associated unamortized discount or premium on initial adoption, and derivatives not recognized or recorded at fair value on initial adoption.



These detailed technical changes will likely have most impact to senior governments and it is not expected that many local governments will be affected.

PSAB has deferred considering amendments proposed in the October 2014 Exposure Draft until a later date.

Withdrawal of Disclosure of Related Party Transactions by Not-for-Profit Organizations, Section PS 4260 (Closed for comment)

In January 2016, PSAB proposed, subject to comments received following exposure, to withdraw Section PS 4260 from the CPA Canada Public Sector Accounting Handbook and to add a transitional provision to Section PS 2200, Related Party Disclosures. PSAB is currently deliberating comments received on its Exposure Draft and final Handbook material is expected to be approved later in the fall of 2016.

CONSULTATION PAPERS - PSAB

Concepts Underlying Financial Performance

This project considers the concepts underlying the measure of financial performance. It may result in amendments to the conceptual framework and could also affect Section PS 1201, Financial Statement Presentation. Three different consultation papers have been issued on this project with the last one, Conceptual Framework Fundamentals and the Reporting Model, having closed for comment on August 31, 2015. In the third consultation paper, there has been about face on concepts stated in the second consultation in regards to having financial statements that did not clearly articulate. Main features of this consultation paper suggest removing the Statement of Remeasurement Gains and Losses, separating capital grants and other unusual items out of the main revenue and expenses to a separate category (below the net result of services) on the Statement of Operations, revisions of assets and liabilities definitions, required use of historical cost except in rare cases and allows the use of an amended approved budget if the government has changed. PSAB is deliberating comments received.

INVITATIONS TO COMMENT - PSAB

2013-2016 Strategic Plan: Proposed one-year Extension to the Term of the Plan

PSAB proposes to extend the term of its existing three-year strategic plan by one year. By this proposal, the broad policy objectives set out in PSAB's 2013-2016 Strategic Plan would continue to guide the Board in carrying out its standard-setting mandate until March 2017.

PSAB intends to publish a draft 2017-2020 strategic plan to obtain input through comment letters and consultations with interested parties. After analyzing the input received, PSAB will develop any necessary modifications to the draft 2017-2020 strategic plan and review a revised draft with the Accounting Standards Oversight Council in October 2016. The Board expects to approve the final 2017-2020 strategic plan in December 2016.

STATEMENTS OF PRINCIPLES - PSAB

Asset Retirement Obligations (Exposure Draft is being developed)

In 2014, PSAB issued a Statement of Principles called "Retirement Obligations". This caused some confusion to readers as the title sounded as if it might relate to employee retirement obligations. To clarify the project is now called Asset Retirement Obligations. This statement of principles proposes a new section on retirement obligations associated with tangible capital assets controlled by a public sector entity. The statement includes retirement obligations associated with tangible capital assets resulting from legal, constructive and equitable obligations which include post-retirement operation, maintenance and monitoring. Retirement costs would increase the carrying amount of the related tangible capital asset or a component thereof and would be expensed in a rational and systematic manner. The subsequent remeasurement of the liability can result in either a change in the carrying amount of the related tangible assets or a component thereof, or an expense, depending on the nature of the remeasurement or whether the asset remains in productive use. Often the best method with which to estimate the liability is a present value technique.

In June 2016, PSAB received an update on the project and considered the inclusion of solid waste closure and post-closure costs within the scope of the project. An exposure draft is currently being developed and is to be approved in December 2016.

Revenue (Exposure Draft is being developed)

In this Statement of Principles, PSAB proposes to focus on two areas of revenue which are exchange and unilateral (non-exchange) transactions with the presence of performance obligations being the distinguishing feature. Developments in this area will be worth following as there could be significant changes from current practice.

Performance obligations are enforceable promises to provide goods or services. Revenue from an exchange transaction is recognized as the performance obligation is satisfied whereas unilateral transactions are recognized when there is the authority and past event that gives rise to a claim of economic recourses. Examples of unilateral revenue are fines and business licenses. In these examples the payer receives no direct economic benefit in return. However, some revenues (for example, dog licenses) will not be as clear cut. Using the dog license example, there could be a question about whether a service is provided, as most local governments would have a dog catcher, a response for barking dogs, and would fund the local SPCA. A question arises as to whether these services are provided to the person paying the license or the public at large.

The goal of this project is to enhance consistency of revenue recognition among public sector entities. An exposure draft is currently being developed and is to be approved in December 2016.

PROJECTS - PSAB

Employment Benefits

PSAB approved an Employment Benefits project. The objective is to review Section PS 3250, Retirement Benefits, and Section PS 3255, Post-employment Benefits, Compensated Absences and Termination Benefits. Key issues include, but are not limited to, deferral of experience gains and losses, discount rate, shared risk plans, multi-employer defined benefit plans and vested sick leave benefits.

Impairment of Non-Financial Assets

PSAB approved an Impairment of Non-Financial Assets project. The objective of the project is to issue a standard that address the impairment of tangible capital assets that have service potential. The objective is to define impairment as well as providing guidance on assessment, recognition, measurement and disclosure of impairment losses. PSAB has deferred this project until a later date.

Public Private Partnerships

PSAB approved a project proposal to develop a standard on public private partnerships as it was identified as a priority in PSAB's 2014 Project Priority Survey. A statement of principles is being developed and is expected to be completed in December 2016.

POST IMPLEMENTATION REVIEW - PSAB

Government Transfers

PSAB conducted its first post-implementation review to determine whether the standard, Section PS 3410, Government Transfers, has been implemented and achieved the intended objectives. The review provided PSAB with insightful information about how the standard was received across Canada. After considerable deliberation, PSAB concluded that the standard meets its original public interest objectives. This means that no further guidance is expected.

STATUS OF CURRENT PROJECTS – PSAB

Standards for public sector organizations	2016	2016	2017	2017
	Q3	Q4	Q1	Q2
Asset Retirement Obligations			Exposure Draft	
Concepts Underlying Financial Performance				
Employment Benefits		Invitation to Comment		
Financial Instruments – Subsequent Issues				
PSAB Strategic Initiative				Strategic Plan
Public Private Initiative			Statement of Principles	
Revenue			Exposure Draft	
Impairment of Non-Financial Assets	Project Deferred			
PSA Handbook Terminology	Project Deferred			

NEW STANDARDS - AUDITING AND ASSURANCE STANDARDS BOARD (AASB)

CSRS 4460, Reports on Supplementary Matters Arising from an Audit or Review Engagement

This new Related Services Standard establishes the various types of information reported to a third party (for example, regulators or funding bodies). It is common in this sector for funders, regulators, or other governments to require specific reporting from the auditor or accountant (known as "derivative reports"). This standard requires the auditor or accountant to expand the level of work required in many cases. Many of the existing types of reports requested by funders, regulators or other governments would not be able to be signed under these new proposals. Instead, a more fully explained report using standard wording would be issued in its place.

This standard is effective for reports dated on or after April 1, 2016.

CSAE 3000 Attestation Engagement other than Audits or Reviews of Historical Financial Information and CSAE 3001 Direct Engagements

CSAE 3000 and *CSAE 3001* replaces *Sections 5025 Standards for Assurance Engagements Other than Audits of Financial Statements* and *Other Historical Financial Information, Section 5030 Quality Control Procedures for Assurance Engagement Other than Audits of Financial Statements* and *Other Historical Financial Information*, *Section 5049 Use of Specialists in Assurance Engagements Other than Audits of Financial Statements and Other Historical Financial Information* and *Section 5050 Using the Work of Internal Audit in Assurance Engagements Other than Audits of Financial Statements and Other Historical Financial Information*. CSAE 3000 is adopted from ISAE 3000 however the Canadian Standards have some differences including:

- narrowing the scope of CSAE 3000 to address attestation engagements only;
- references to relevant ethical requirements; and
- terminology.

Canadian Standard on Assurance Engagements ("CSAE") 3001 is based on CSAE 3000 but is revised, as necessary, to reflect the differences between attestation engagements and direct engagements. CSAE 3000 and 3001 are effective for attestation engagements where the assurance report is dated on or after June 30, 2017.

EXPOSURE DRAFTS – AASB

Reports on Compliance with Agreements, Statutes and Regulations (Closed for comment)

The AASB issued an exposure draft that proposes to issue a *CSAE 3530 Reports on Compliance with Agreements, Statutes and Regulations*, which would replace *5800, Special Reports — Introduction, 5815, Special Reports — Audit Reports on Compliance with Agreements, Statutes and Regulations, 8600 Reviews of Compliance with Agreements and Regulations*. The standard would not be a "standalone" section, but rather provide additional requirements and application material to assist practitioners in the application of CSAE 3000 or CSAE 3001.

The AASB is deliberating comments received on its Exposure Draft and a Re-Exposure draft will be developed.

Association / Use of the Practitioner's Communication or Name (Closed for comment)

In March 2015, the AASB issued an exposure draft for comments with *CSOA 5000* replacing *Section 5020, Association*, which addressed the following issues:

- which circumstances would be scoped into the proposed standard and in which circumstances the practitioner would refer to other standards;
- how the practitioner's consent to the use of the practitioner's name or report is defined; and
- what the practitioner's responsibilities would be when information on which the practitioner reported is issued in more than one language.

In March 2016, the AASB issued a re-exposure draft to outline changes to the scope of the proposed CSOA 5000 to improve the understandability and clarity of the requirements of this CSOA in response to stakeholders' comments. One of the proposed changes is to rename the standard from "Association" to "Use of the Practitioner's Communication or Name" to avoid giving the impression that proposed CSOA 5000 deals with all aspects of association.

The AASB is deliberating comments received on its Re-Exposure Draft and final handbook material is expected to be approved later in the fall of 2016.

PROJECTS - AASB

Agreed-Upon Procedures

An invitation to comment is being developed on this project to update *Section 9100, Reports on the Results of Applying Specified Auditing Procedures to Financial Information Other than Financial Statements.* The project will address:

- whether an umbrella standard is needed for agreed-upon procedures engagements;
- whether the concept that an agreed-upon procedures engagement does not result in the provision of assurance is still appropriate;
- whether a practitioner should be required to use professional judgment when determining or modifying the procedures to be performed;
- whether the practitioner should apply materiality to design procedures or assess factual findings; and
- the form and content of the practitioner's report.

It is expected that the invitation to comment document will be approved later in the fall of 2016.

Future-Oriented Financial Information

A project proposal has been approved to determine what authoritative guidance, if any, is needed in the Handbook to address assurance matters pertaining to future-oriented information.

Reports on the Application of Accounting Principles

A project proposal has been approved to determine what the appropriate course of action for Section 760, Reports on the Application of Accounting Principles, as opinion shopping services, as described in the section, are rarely performed in practice today.

Public Sector Auditing Standards

The AASB discussed issues related to compliance audits in the public sector and has agreed to develop a new assurance and related services guideline to address material contained in Section PS 5300, Auditing for Compliance with Legislative and Related Authorities in the Public Sector. An exposure draft is being developed and is expected to be approved later in the fall of 2016.

Communications with Law Firms (Closed for comment)

The AASB conducted a project to revise the "*Joint Policy Statement Concerning Communications with Law Firms Regarding Claims and Possible Claims in Connection with the Preparation and Audit of Financial Statements*" appended to *CAS 501, Audit Evidence — Specific Considerations for Selected Items*, including:

- whether the revised Joint Policy Statement should include illustrations of how the evaluation of claims and possible claims under different financial reporting frameworks could be described in the inquiry letter or whether such illustrations should be issued separately as non-authoritative guidance;
- whether any consequential amendments would be necessary to CAS 501; and
- what the effective date of the revised Joint Policy Statement should be and whether early implementation should be permitted.

The responses to the AASB exposure draft indicated strong support for the revised Joint Policy Statement. The AASB discussed issues including:

- how to provide greater clarity in CAS 501 that the revised Joint Policy Statement applies to communications with in-house legal counsel acting in a legal capacity;
- whether amendments should be made to address respondents' concerns that it is not clear what the auditor's work effort should be when using evidence provided by in-house legal counsel acting in a legal capacity; and
- how to appropriately reflect in CAS 501 and the revised Joint Policy Statement the circumstances when an auditor may request communication with legal counsel in situations when there are no claims or possible claims.

The AASB approved the revised Joint Policy Statement in February 2016.

AASB Strategic Initiative

The strategic initiative was a project to develop the AASB's next strategic plan. In determining its future activities, the AASB reviewed the outcome of its previous strategic plan, as well as global and domestic developments affecting standard setting, and sought input on how to increase the engagement of stakeholders in the standard-setting process.

The Five-year Strategic Plan, which took effect on April 1, 2016 was released, along with a Basis for Conclusions in August 2016.

Compilation Engagements

In June 2016, the AASB discussed issues related to its project to revise Section 9200, Compilation Engagements, including:

- the definition of a compilation engagement;
- the intended scope of the standard;

- whether there is a need for requirements dealing with quality control;
- work effort; and
- reporting requirements.

The AASB also considered a preliminary plan to consult with stakeholders as the project develops, emphasizing the need for focused discussions with affected practitioners as the AASB develops an exposure draft. An exposure draft is being developed and is expected to be approved late in 2016.

APPENDIX K - Prior Year's Management Letter

May 2, 2016

Ms. Pamela Rooke, CPA, CMA
Chief Financial Officer
Village of Lions Bay
400 Centre Road
Lions Bay, BC V0N 2E0

Dear Ms. Rooke:

As your external auditors, we are engaged to provide an audit opinion on your year end financial statements. An external audit requires testing of transactions and balances and review of those internal control systems upon which we may place reliance. A positive opinion on the financial statements does not necessarily mean that your internal control systems are all operating effectively. This is because we review only those internal control systems where we feel that failure in those systems could result in a material error on the financial statements. With those systems that we do review, our focus is on the assertions necessary to meet our financial statement audit objectives.

Our review of systems, transactions and balances as well as discussions with staff at various levels gives us a unique insight into your operations. While conducting this work we make note of items that come to our attention where we feel that improvement could be made or alternatives could be considered. We are fortunate in that we work with a great number of clients and observe a wide variety of processes. We see firsthand any procedures that are emerging as best practices.

As matters come to our attention, we make note of these for subsequent follow-up. For minor matters we discuss directly with the staff involved. More important matters are brought forward in this management letter.

It is worth noting that we have management letter comments for virtually all audits of all clients. The existence of points does not mean that there are significant problems with your systems or staff. They are just recommendations to make good systems better.

Status of Prior Year Recommendations

1. **Capital Asset Amortization Policy and TCA Schedule**

   In order to ensure that tangible capital assets are properly recorded and properly amortized, we recommended that the TCA policies and TCA schedules be regularly reviewed and updated. We also recommended that any formulas in the TCA summary schedule and supplementary schedules should be reviewed and updated regularly (at least annually) to ensure their accuracy.

2014 Comment:

It was noted that some capital items (e.g. road) were amortized for 2014 even though they had already been fully amortized (this was corrected as a result of audit adjustment). We continue to recommend a review of capital asset schedule to ensure amortization has been correctly taken.

2015 Update:

We are pleased to announce that no amortization errors were identified during the 2015 audit.

2. **Segregation of Duties**

We noted last year that when an organization is too small to effectively institute segregation of duties controls in a particular area, it is possible to have Council member(s) act in a control capacity. Non-routine journal entries are transactions that fall outside of the normal accounting processes and can be used to manipulate budgets and expenditures. We therefore recommended that a Council member review the non-system generated journal entries monthly looking particularly for large or unusual transactions. The reviewer should ask the clarification as to the purpose of the adjustment and follow-up further if satisfactory answers are not obtained. In case of uncertainty, the reviewer may wish to contact the auditors for assistance.

2014 Comment:

During our audit, we noted that not all the manual journal entries have been appropriately approved. As such, we continue to make this recommendation.

2014 Management's comments:

Journal entries are only prepared by either the CFO or the treasurer. We have implemented an internal control policy in 2015 that the CFO and the treasurer will approve the journal entries prepared by one another to ensure the segregation of duties.

2015 Update:

We are pleased to observe that all manual journal entries have been appropriately approved during the 2015 audit.

3. **Restrictions on Debts Funds**

Comment was made in this area related to tracking of unspent funds from debt issues. There have been no new debt issues and this point no longer required comment.

4. **Approval of Timesheets**

To ensure that employees are being paid fairly for time worked and payroll expenses are accurate, we recommended that all timesheets should be reviewed and approved by the employee's respective supervisor for each pay period.

2014 Comment:

During our field work, we noticed that some timesheets were not appropriately approved. As such, we continue to recommend this.

2014 Management's comments:

A new internal control policy has been implemented in 2015 requiring all timesheets to be approved by the appropriate personnel.

2015 Update:

During our audit work, we noticed that some timesheets were not appropriately approved. As such, we continue to recommend this. We also recommend that the public works staff timesheets should be approved by the public works manager, administrative staff timesheets should be approved by CAO, and the CAO's timesheet should be approved by CFO.

5. **Fire Department Bank Account and Recording of Transactions**

During the audit, we noted that the Village does not have any control of the fire department bank account and does not have easy access to the bank records such as the deposit book or cheque book. Also, the fire department's bank statements are not provided to the Village's office on a monthly basis. We noted that some expenses were booked twice because expenses that were directly paid from the fire department's bank account were also submitted for expense reimbursement. This makes it difficult for the Village's accounting department to reconcile the bank statements on a monthly basis and account for all of the transactions in a timely manner. There is also a risk of unrecorded expenses and/or revenue since the appropriate supporting documentation is not provided.

We noted that although the fire department cheques require two signatures, both signatories are fire department personnel and since the fire department account is under the fire department name, there is a risk of potential fraud since this could allow for non-legitimate expenses or non-approved expenses to be paid.

We recommend the following:

- The bank account name be changed to the Village of Lions Bay with the CFO and CAO added as signatories.
- Fire department cheques continue to require two signatures with one signatory from the Village office.
- The bank statements be sent to the Village office directly from the bank and the cheque books and deposit books be kept and maintained by the Village.
- All vendor invoices are submitted to the Village for processing payments.
- The Village prepares the monthly bank reconciliation to account for all the transactions in the fire department bank account.
- All other records or paper trails (e.g. receipt and donations received from residents) related to the fire department bank account should be provided to the Village's accounting department in a timely manner for recording.

These will also ensure the fire department can monitor its cash position for the related month and for upcoming budget planning for its operations.

2014 Management's comments:

We plan to perform a detailed review of the fire department's accounting procedures in 2015 and make changes that will include the implementation of the auditor's recommendations as part of the process.

2015 Update:

We are pleased to report that the bank account is now in the Village's name and statements are sent directly to the Village from the bank. The signing authority has been changed to require two signatories: one from the Fire Chief and one from either the CFO or Municipal Accountant. The Village prepares the monthly bank reconciliations and supporting documentation is received from the fire department.

Current Year Observations

1. **Approval of Expense**

During the audit, we noted that the fire department spent $34,668 on updating a burn building for training purposes. These expenses were unauthorized; they were not budgeted or approved by Council prior to the purchases. This practice could potentially create a situation where the Village is committed to the purchase of goods or services which are not budgeted or approved. The optics of this to the public can also be troubling as all expenses must be budgeted or approved separately by Council.

We recommend that purchase orders (PO's) or other appropriate approvals be prepared prior to ordering goods and services. The approvals should include review and approval by either the CFO or CAO. These changes would improve internal control as well as budget management.

Management's comments

Staff are currently updating the Purchasing Policy and will ensure all orders within the guidelines set by the Policy have an approved PO prior to purchase to ensure the expense has been budgeted and approved.

Regarding the unauthorized burn building expenditures, these occurred prior to the implementation of the changes recommended in Point #5 above. The purchases were made from the fire department bank account. Now that the changes to the signatories have been made, adequate controls are in place to prevent future unauthorized fire department purchases.

We would like to express our appreciation for the co-operation and assistance which we received from you and all of the staff during the course of the audit. We are pleased to discuss with you further any matters mentioned in this letter at your convenience.

Yours truly,



Bill Cox, FCPA, FCA
Partner through a corporation
BDO Canada LLP
Chartered Professional Accountants

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	**Request for Decision**		
Title	**Award of Contract for Waste Collection Services**		
Author	**Naizam Jaffer**	**Reviewed By:**	**Peter DeJong**
Date	**December 10, 2016**	**Version**	**3**
Issued for	**December 20, 2016 Council Meeting**		

Recommendation:

(1) THAT Waste Control Services Incorporated (WCS) be awarded the waste collection services contract for the Village of Lions Bay; and

(2) THAT the Mayor and Corporate Officer be authorized to execute contract documents in accordance with the Request for Proposal.

Attachments:

(1) Request for Proposal (RFP);
(2) Contract Documents.

Key Information:

The Village of Lions Bay's current contract for waste collection services is set to expire on March 31, 2017. In anticipation of this deadline and in order to obtain current budget figures for the 2017 budget process, on October 13, 2016, staff posted a RFP for the provision of these services on BC Bid.

The terms of the current RFP aligned with the previous RFP issued in 2012 in that the agreement is for a fixed period of three years with the option to renew for two additional one-year periods upon mutual agreement of both parties. Schedule B of the current RFP required that proponents provide details with respect to:

1. The types of services provided,
2. How the proponent would help the Village increase waste diversion rates,
3. The management of missed collections and data reporting,
4. Additional value-added services, and

5. Their Commercial Vehicle Safety and Enforcement (CVSE) history and National Safety Code Carrier Profile Report

The RFP closed on October 31, 2016 with a total of three proposals received. Proposals were evaluated by staff based upon the following criteria:

1. The proponent's experience with similar contracts;
2. The company history, experience (including CVSE history and NSC Carrier profile report), references;
3. Their proposed service offerings;
4. The financial offering; and
5. The provision of value added services.

The WSC proposal contained intrinsic service improvements that contributed to their successful submission:

1. The inclusion of glass as part of the Village's waste collection stream;
2. Resident access to the WCS North Vancouver recycling depot which provides Village residents with the ability to recycle beyond their blue box- the depot accepts materials such as soft plastics, laminates, rigid plastics, packing Styrofoam and food trays, plastic foam, household metal, batteries, electronics, and light bulbs;
3. Support in development of promotional and educational materials to promote greater diversion rates;
4. Improved data reporting on diversion rates and waste statistics and support for staff in reporting diversion rates to Metro Vancouver; and
5. GPS enabled trucks to track driver speed, adherence to routes, and assurance that each residence is visited.

As a potential long term improvement to recycling in the Village of Lions Bay, WCS has expressed interest in creating a local depot for collection of recyclable materials which would save residents from having to leave the Village of Lions Bay to recycle materials and thereby increase diversion rates.

Options:

(1) Do nothing – this really is not an option as our existing contract is set to expire on March 31, 2017. At the end of this contract the Village could be faced with several implications including the pulling of services, increased pricing without control, and reductions to existing service levels.

(2) Wait until next year to post another RFP – this option may provide alternate submissions that may or may not be more competitive; however, the transition period will be reduced and increase the probability for service interruptions. Moreover, there is no guarantee that prices will vary substantially from the existing offerings.

(3) Award the contract to Waste Control Services: This option will result in improved waste collection services and an overall price reduction that will directly be passed on to the residents.

Preferred Option:

Staff recommend going with Option three (3) as it affords improved waste diversion and services for the Village of Lions Bay's residents and results in a reduced taxation impact.

The Municipality of the Village of Lions Bay

REQUEST FOR PROPOSAL (RFP)

RFP.07.16

For

WASTE COLLECTION SERVICES

CLOSING DATE AND TIME:

Monday, October 31, 2016
12:00 PM Local Time

SUBMIT QUOTATIONS TO:

Village of Lions Bay Municipal Hall
PO Box 141-400 Centre Rd,
Lions Bay BC, V0N 2E0

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INSTRUCTIONS TO PROPONENTS

1.1. Introduction

The Village of Lions Bay (VOLB) requires waste and recycling collection services and invites proposals from qualified firms for these services. The VOLB is seeking a service provider who will work cooperatively with the Village to meet its objective to provide a high level of customer service in a timely and efficient manner.

1.2. Closing Date and Time

Submissions are to be received on or before the Closing Date and Time as noted on the cover page of this RFP document.

1.3. Submission Format and Location

All Proposals should be clearly labelled with the Proponent's name and address and the RFP title and reference number as shown on the title page and should be received at the Village Office:

Village of Lions Bay
P.O. Box 141, 400 Centre Road
Lions Bay, BC
Canada V0N 2E0

Attention: Nai Jaffer, Public Works Manager

The Village is not responsible for Proposals delivered to wrong address and that are not received before the Closing Date and Time. It is the sole responsibility of each Proponent to ensure their Proposal(s) is/are received as intended (complete). Proponents submitting Proposals close to the Closing Date and Time do so at their own risk as late Proposals may not be considered or evaluated.

1.4. Examination of RFP Documents(s)

Proponents will be deemed to have carefully examined all RFP documents, including all appendices, schedule(s), addenda, etc. prior to preparing and submitting a Proposal.

1.5. Number of Copies

Proponents should deliver 3 hard copies of their Proposal with 1 being a clearly marked signed original and 1 copy of the entire Proposal on a portable media storage device.

1.6. Late Submissions

Late Proposals may not be opened, or considered for Contract award.

1.7. Amendments to Proposals

Written amendments to Proposals will be accepted as per Section 1.2, 1.3, and 1.6.

1.8. Enquiries and Village's Representative

All general and technical enquiries and other communications related to this RFP and any subsequent Contract are to be directed in writing only to the person(s) named below, the Village's Representative:

Nai Jaffer, Public Works Manager
works@lionsbay.ca

Enquiries should clearly state the RFP title and Reference number as on the cover page and be made no later than 7 days before Closing Date and Time. The Village may not respond to inquiries made within 7 days of the Closing Time. Inquiries and responses will be recorded and may be distributed as per Section 1.9 at the discretion of the Village.

The Village shall have no responsibility for and the Proponent agrees not to rely upon communications, representation or statements from any other person regarding this RFP, its subject matter or any subsequent Contract.

1.9. Addenda

If deemed necessary by the Village, responses to any questions received and/or any additional information will be issued in the form of a written addendum.

Addenda, if any, will be posted on the BC Bid page associated with this RFP
http://www.bcbid.gov.bc.ca/

It is the sole responsibility of each Proponent to check for addenda posted. It is assumed that each Proponent submitting a Proposal will have received any and all addenda as posted on The BC Bid Website up to the Closing Date and Time.

1.10. Examination of RFP Document(s)

Proponents will be deemed to have carefully examined all RFP documents, including all appendices, schedule(s), addenda, etc., prior to preparing and submitting a Proposal.

1.11. Opening of Proposals

There will not be a public opening for Proposals received.

1.12. Pricing

Pricing offered by Proponent will be in Canadian currency and be pre-tax, i.e. void of any applicable tax.

1.13. Sub-contractors and Suppliers of the Proposal

The use of Sub-contractors may be acceptable providing they are fully disclosed within the Submission. The Village reserves the right to evaluate Submissions on the basis of named Sub-contractors. The Proposal will supply complete information to Sub-contractors, and equipment and material suppliers. The Proponent agrees to bind every Sub-contractor by the terms of the General Terms and Conditions, Special Conditions, Mandatory Contractor Requirements, Drawings, Specifications, and other Contract Documents as far as applicable to its Work. Where both Specifications and Drawings are required to provide complete information on any aspect of the Work, the Proponent will supply both to the Sub-contractor or supplier concerned.

EVALUATION AND SELECTION

1.14. General

Proponents should refer to Schedule A – Proposal Content and Format for a list of information that should be contained within the Proposal.

The evaluation of Proposals will be conducted at the Village's sole discretion and may include consultation with others, references, industry research, etc. Any information obtained by the Village, whether provided by the Proponent or not, may be used in the evaluation process.

The Village intends to evaluate Proposals based on the best overall value to the Village in its sole discretion.

The Village may, at its discretion, request clarifications or additional information from a Proponent(s). And, the Village may make such requests to selected Proponent(s) only. The Village may consider such clarifications or additional information in evaluating a Proposal

The Village is not obligated to complete a detailed evaluation of all Proposals and may, at its discretion, after completing a preliminary review of all the Proposals, identify and drop from the detailed evaluation any Proposal that the Village deems is not in contention to be recommended for final selection.

1.15. Evaluation Process

There will be a two-part evaluation process for this RFP as follows:

- Pass/Fail Test: Proposals will first undergo a pass fail test where the evaluation committee will look to see if the:
  - Proposal signatory form has been completed and signed;
  - RFP Submission form has been completed;
  - Financial offering can be considered for Contract award
- Detailed Evaluation: Proposals passing the initial pass/fail test will receive a detailed evaluation based on the criteria stated in Section 1.16.

Submissions will be evaluated on the basis of the overall best value to Village based on quality, service, price and any other criteria set out herein.

The Village may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the Village shall have no liability to any other Proponent(s) as a result of such negotiations or modifications.

The Village may elect to short list some of the Proponents and require short listed Proponents to provide additional information or details, including making a presentation, supplying samples, demonstrations, and/or additional technical literature. Samples of items, when required, should be submitted within the time specified and at no expense to the Village. If not destroyed in testing, they will be returned at the Proponent's request and expense.

1.16. Evaluation Methodology, Criteria and Weighting

The Village will assign an evaluation committee to evaluate Proposals as per section 1.15 above, and to make a recommendation for Contract award.

Proposals will be evaluated using the weightings as noted below:

Criteria	Weighting
Experience on Similar Contracts	15
Company History, Experience, References	10
Proposed Services	20
Financial Offering	50
Value Added	5
Total	100

Contract award, if any, is subject to the Village's policies, procedures and bylaws, including funding approval, and may require approval by the Council of the Village of Lions Bay.

Proponents are advised that no information relating to this process will be given out after the Closing Date or while the evaluation and selection process is underway. Proponents are asked to refrain from contacting the Village during the evaluation process.

Proponents will be advised of the outcome of the process after it is concluded, whether by the award of a Contract or by cancelling the RFP process without Contract award. Once a Contract is awarded, the name of the Contracted party only will be disclosed to anyone that inquires.

1.17. Litigation

In addition to any other provision of this RFP, the Village may, at its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the Village, its elected or appointed officers, representatives or employees in relation to any matter.

1.18. Negotiation(s) May Occur with Proponents

If the Village selects a Preferred Proponent(s), then we may:

- Enter into a Contract with the Preferred Proponent(s); or
- Enter into discussions or negotiations with the Preferred Proponent(s) in an attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the Village and the Preferred Proponent(s) will finalize the Contract(s); or
- If at any time the Village reasonably forms the opinion that a mutually acceptable Agreement is not likely to be reached within a reasonable time, the Village will give the Preferred Proponent(s) written notice to terminate discussions, in which event the Village may then either open discussions with another Proponent(s) or terminate this RFP without Contract award.

GENERAL TERMS AND CONDITIONS OF THIS RFP

1.19. No Village Obligation

This RFP is not a tender and does not commit the Village in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract. The Village reserves the right to reject all Proposals and to terminate this RFP process at any time.

1.20. No Claim for Compensation

Except as expressly and specifically permitted in these general conditions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

1.21. No Contract

No bid Contract "A" will be formed between the Village and any Proponent who submits a Proposal in response to this RFP. By submitting a Proposal and participating in this RFP, Proponents expressly agree that no Contract of any kind is formed under, or arises from, this RFP.

1.22. Approval of Contract Resulting from this RFP

The approval of any Contract resulting from this RFP is subject to the required approval process as per the policies, procedures and bylaws of the Village. This may include the approval of Village Council, including funding approval.

1.23. Conflict of Interest

Proponents should disclose in their Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Village, its elected or appointed officials or employees. The Village may rely on such disclosure.

1.24. Contract

This RFP is NOT an order for goods or Services, nor does it form a Contract with any Proponent whatsoever. The Village of Lions Bay shall not be obligated in any manner to any Proponent whatsoever until a written Agreement has been duly executed relating to an approved Proposal. A Contract will be formed only when the Village issues a purchase order to the successful Proponent. A resulting Contract will include all information contained within this RFP document,

including all addendums and amendments, the Proponent's Submission, and negotiations, if any, initiated by the Village.

1.25. Contract Term

The Village requests firm pricing for 3 years, with an option to extend for 2 additional 1-year periods upon mutual agreement of both parties.

1.26. Ownership of Proposals and Freedom of Information

All Proposal Submissions submitted under this RFP become the property of the Village and will not be returned to the Proponent. The Village advises Proponents that parts or all of their Proposals may be subject to the provisions of British Columbia's Freedom of Information and Protection of Privacy Act (FOIPPA) and the Community Charter. Proponents who wish to ensure particular parts of their Proposals are protected from disclosure under the FOIPPA should specifically identify any information or records provided with their Proposals that constitute a) trade secrets, and b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

1.27. Solicitation

Proponents should not attempt to solicit any members of the elected Council or employees of the Village. Any solicitation may result in the Proponent being removed from consideration for Contract award.

1.28. Dispute Resolution

All claims, disputes or issues in dispute between the Village and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing Agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.

1.29. Liability for Errors

While the Village has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Village, nor is it necessarily comprehensive or exhaustive.

MANDATORY CONTRACTOR REQUIREMENTS

The successful Proponent will be required to supply the following documentation within 7 calendar days of being notified of the acceptance of their Submission. A Contract is not formed, and no Work shall commence until this requirement is satisfied and a purchase order is issued. This requirement applies to all successful Proponents and any and/or all Sub-contractors engaged by the successful Proponent.

1.30. Liability Insurance

The Preferred Proponent will be required to provide proof of Comprehensive General Liability Insurance in the amount of not less than $5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage and including liability assumed under Contract.

In all policies of insurance providing coverage called for in this clause (except for motor vehicle insurance), the Village shall be named as an additional insured, and all such insurance shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured.

In all such policies, each Sub-contractor engaged in the Work shall be named as an additional insured in respect of the performance of the Work, and each such policy shall become effective until 30 days' notice of such cancellation or change.

The insurance policy(ies) referred to herein shall not be cancelled or materially changed without the insurer giving not less than 30 days written notice to the Village of Lions Bay.

1.31. Automobile Liability Insurance

The Contractor must provide proof of Automobile Liability Insurance, with respect to owned and leased vehicles used directly or indirectly in the performance of the Work, covering liability for bodily injury, death and damage to property with a limit of not less than less than two million dollars ($2,000,000) per occurrence.

1.32. WorkSafe BC

The Preferred Proponent will be the prime Contractor for the purposes of the WorkSafeBC and the Contractor agree to comply with all industrial Health and Safety Regulations for the Province of British Columbia.

The Contractor shall have a workplace safety program acceptable to the WorkSafeBC and ensure that all safety rules and regulations are observed during performance of this Contract, not only

by the Contractor but by all Sub-contractors, workers, material persons and others engaged in the performance of this Contract.

The Contractor shall provide the Village with its WorkSafeBC registration number, and a clearance letter from the WorkSafeBC confirming that the Contractor is registered in good standing with the WorkSafeBC and that all assessments have been paid to the date thereof prior to the Village having any obligation to pay monies under this Contract.

DEFINITIONS

1.33. General

The Village prefers that the general contract terms and conditions appearing in this section be part of any contract entered into as a result of this Request for Proposal or negotiations resulting from this Request for Proposal.

1.34. Definitions

In this RFP the following definitions apply:

"Agreement" means the Agreement between the Village and the Proponent resulting from the award of this RFP;

"Closing Date and Time" has the meaning set out in the "Instructions to Proponents" section 1.2;

"Contractor" means the Preferred Proponent who or which executes the resulting Contract; "Contract" means a formal written Agreement formed between the successful Proposal and the Village by way of the Village issuing a purchase order, or by execution of a Contract document(s).

"General Contractor" means the Preferred Proponent who or which executes the resulting Contract;

"GST" means the goods and Services tax in effect in the Province of British Columbia at the time a Contract is executed;

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

"Preferred Proponent(s)" means the Proponent(s) selected by the evaluation team to enter into negotiations for a Contract;

"Proponent" means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Proposal Signatory Form set out in Schedule B of this RFP;

"Proposal" means a Submission submitted in response to this RFP;

"PST" means the provincial sales tax in effect in the Province of British Columbia at the time a Contract is executed;

"Requirements" means all of the specifications, Requirements and Services set out in the RFP that describe the Requirements that the Services, goods, materials and equipment must meet and the Contractor must provide;

"RFP" means this Request for Proposal document in its entirety, including any amendments, addenda, and/or clarifications pertaining to this RFP that may be issued prior to the Closing Time;

"Services" means the Services as outlined in this RFP document, or as otherwise agreed to.

"Sub-contractor" means all Sub-contractors, suppliers, and agents of the Proposal;

"Submission" means the Proponent's offer made for this RFP with all appendices or addenda submitted by the Proponent in response to the RFP;

"Village's Representative" for conduct of this RFP has the meaning set out the "Instructions to Proponents" section 1.8;

"Village" means the Village of Lions Bay;

"Work Site" means the site where the Work is being performed.

"Work" means all the labour, materials, equipment, supplies, Services and other items necessary for the execution, completion and fulfilment of the Requirements.

CONTRACT TERMS AND CONDITIONS

1.35. Contractor's Expense

Upon award of a contract, the Contractor will, at his own expense, unless it is expressly stipulated to the contrary, provide, supply, observe, perform and do everything which, in the opinion of the Village, may be required for the setting out, the execution and the completion of the work and the fulfilling of the contract.

1.36. Assignment of Contract

The Contractor will be required to keep the performance of the requested services under his personal control, and will not, without the consent in writing of the Village, assign or sub-let this contract or any part thereof.

If the Village should consent to any such assignment or sub-letting of this contract or part thereof the Contractor will by reason thereof be in no way relieved from his responsibility for the fulfilment of the work, but will continue to be responsible for the same in the same manner as if the said work had been performed by the Contractor himself.

1.37. Contract Documents

The purchase order, this RFP document and the Proponent's Submission shall all form the Contract Documents.

1.38. Cancellation of Contract

The acceptability of the work performed by the Contractor will solely be determined by the Village or the Village's Representatives responsible for the resulting contract. If at any time during the contract the Contractor fails to meet the requirements and/or expectations of the Village, the remainder of the contract may be cancelled by the Village immediately upon written notice to the Contractor. Either party to this contract may cancel the contract for convenience, or without cause upon sixty (60) days written notice to the other party.

1.39. Breach of Contract

If the contracted Contractor breaches any terms or conditions of the Contract, or becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings or makes an assignment for the benefit of creditors, the Village shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of both) to terminate the Contract by written notice to the Contractor, whereupon the Village shall be relieved of all

further obligations hereunder except the obligation to pay the reasonable value, as determined by the Village, of the Vendor's prior performance (not exceeding the total value of the Contract Award) and the Contractor shall be liable to the Village for all costs incurred by the Village in completing or procuring the completion of performance in excess of the total value of the Contract Award Letter. The Village's rights to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing.

1.40. Indemnity

The Contractor shall make good and restore and make full compensation for any injury or damage done to or sustained by the Village or any person or persons or any building, premises, pipes, mains, cables, wires, or any other property whatsoever and shall settle all claims in respect thereof and shall indemnify, protect and save harmless the Village therefrom and from and against all claims, demands, suits, or actions of every kind, description and nature whatsoever arising out of or any way connected with the fulfilment of this contract, or brought against the Village in respect of anything done, suffered or omitted in the execution of or in connection with the work. The Village shall be at liberty to settle or compromise any such claim, demand, suit or action and any damages, compensation and costs paid or incurred by the Village all such claims, demands, suits or actions recoverable from the Village or the property of the Village shall be a debt due to it from the Contractor, and recoverable by action or by set-off against any money due from or to the Contractor.

1.41. Safety

The Contractor will take all necessary measures required to ensure the safety of his employees, sub-contractors, the general public and the Village's employees.

1.42. Governing Law

Any resulting contract from this Request for Proposal process will be governed by and interpreted in accordance with the laws of the *Province of British Columbia*.

1.43. Payment, Pricing, Currency, and Taxes

All pricing invoicing shall be in Canadian dollars and have applicable taxes quoted separately.

Payment will be made net 30 days from date receipt of an original detailed invoice, which shall include the Villages purchase order number.

1.44. Time is of the Essence

For all requests made by the Village pursuant to the Contractor, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the Village, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

SCHEDULE A – PROPOSAL CONTENT AND FORMAT

Proponents should refer to Appendix A for a detailed scope of Work and deliverables, Appendix B for the current service schedule, Appendix C for the 2015 Solid Waste & Recycling Data Survey provided to Metro Vancouver, Appendix D for the Village's Waste Collection Bylaw, and Appendix E for a map indicating the locations of the Village's public waste containers. The following information should be included in the Proponent's Submission.

- Schedule B, Proposal Signatory Form (fully completed and signed).
- Schedule C, RFP Submission Form, including the Financial Offering Table (Section A, Section B, and Section C).
- Additional Information may be appended to the Proponent's Submission.

In submitting a response to this RFP, the General Contractor acknowledges and accepts all of the terms, conditions, and other details as listed or otherwise shown in the RFP document and the General Contractor agrees to abide by and be conducted under such terms, conditions and details in the RFP document.

SCHEDULE B – PROPOSAL SIGNATORY FORM

RFP Project Title:	VOLB RFP.07.16 Waste Collection Services
Legal Name of Proponent:	
Contact Person and Title:	
Business Address:	
Telephone:	
Fax:	
E-Mail Address:	

TO: OFFICE OF THE CAO

Postal Mailing Address:

The Village of Lions Bay
Box 141
400 Centre Road,
Lions Bay, BC V0N 2E0

Courier/Drop Off Address:

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

I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents; including the RFP and any issued addenda and having full knowledge of the site(s) submit this Proposal in response to the RFP. We are including comprehensive information as requested in Schedule A- Proposal Content and Format.

This Proposal is _____ day of _____ , 2016

(Name of Proponent)	(Name of Proponent)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Print Name and Position of Authorized Signatory)	(Print Name and Position of Authorized Signatory

SCHEDULE C – RFP RESPONSE FORM

Services Offered: Please state the types of services your company offers.

Similar Work: Please state similar work or projects completed by your company.

Name/Description of Work	Date of Work/Project Completed

Qualifications: Please state the names and qualifications of the individuals that would be assigned as the managers of this contract and to whom the Village will converse with on issues of customer service, additional requirements, and non-compliance issues.

Name of Employee	Years with Company	Qualifications	Previous Experience

Vehicles and Equipment: The Contractor shall provide the following equipment of sufficient numbers and capacity to perform and complete all Work in accordance with the services described in this RFP document.

	Make and Model	Year	Quantity	Owned (O) /Leased (L)
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Sub-Contractors: The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the scope of work and Deliverables. The Village expects that the Proponent will engage the listed Sub-Contractors and no others in their stead, without prior written authorization of the Village.

Where applicable, the Proponent should include additional information outlining the experience, expertise, training, references of each named Sub-Contractor for evaluation purposes.

If no Sub-Contractors will be used, indicate "Not Applicable".

Company Name & Address	Contact Name & Telephone Number	Area of Responsibility

National Safety Code: As part of the RFP submission, please include a copy of your company's National Safety Code Safety Plan and a 12 month Carrier Profile Report including the vehicles declared above to be used in the performance of the Work.

Increasing Waste Diversion: As part of the RFP submission, please indicate how the proponent would help increase waste diversion with the residential sector:

Quality Control and Data Reporting: As part of the RFP submission, please indicate:

1. How the proponent plans to manage missed collections and customer complaints, and
2. What form of data reporting and key performance indicators will be provided to Village administrators:

Value-Added Services: Please state what additional services that you are able to provide to the Village relating to the Work described in this RFP.

References: Please list at least (3) references for similar work performed.

Contact Name & Organization	Phone Number	Email	Project

Financial Offering Tables: Please provide prices for Sections A, B, and C:

Section A: For the following sites, please indicate the unit price for collection services only:

Site Name	Site Address	Container Type	Size	Qty.	Service Type	Frequency	Price
Residences	Various Locations	See Appendix D	Var.	522	Waste	Bi-weekly	
Residences	Various Locations	See Appendix D	Var.	522	Recycling	Weekly	
Residences	Various Locations	See Appendix D	Var.	522	Organics	Weekly	
Klatt Building	410 Centre Rd.	Tote	64 gal.	1	Waste	Bi-weekly	
Klatt Building	410 Centre Rd.	Blue Box	14 gal.	3	Recycling	Weekly	
Klatt Building	410 Centre Rd.	Tote	26 gal.	1	Organics	Weekly	
Works Yard	5 Tidewater Way	Blue Box	14 gal.	5	Recycling	Weekly	
Works Yard	5 Tidewater Way	Tote	10 gal.	1	Organics	Weekly	
Municipal Hall	400 Centre Rd.	Tote	64 gal.	1	Waste	Bi-weekly	
Municipal Hall	400 Centre Rd.	Blue Box	14 gal.	1	Recycling	Weekly	
Municipal Hall	400 Centre Rd.	Tote	64 gal.	1	Organics	Weekly	
Public Bins	Various Locations	Fixed Containers*	35 gal.	23	Waste	Bi-weekly	
Public Bins	Various Locations	Fixed Containers*	64 gal.	5	Recycling	Weekly	
Public Bins	Various Locations	Tote	64 gal.	2	Organics	Weekly†	

* Liners to be provided by contractor
† 4 month period over the summer

Section B: For the following sites, please indicate the unit price for collection services including the provision of containers:

Site Name	Site Address	Container Type	Size	Qty.	Service Type	Frequency	Price
Multi-Residential	402-440 Crosscreek Rd.	Front Load Bin	3 yd3	1	Waste	Bi-weekly	
Multi-Residential	402-440 Crosscreek Rd.	Tote	64 gal.	5	Recycling	Weekly	
Multi-Residential	402-440 Crosscreek Rd.	Tote	64 gal.	6	Organics	Weekly	
Lions Bay Marina	60 Lions Bay Ave.	Front Load Bin	3 yd3	2	Waste	Bi-weekly	
Lions Bay Marina	60 Lions Bay Ave.	Tote	64 gal.	4	Recycling	Weekly	
Lions Bay Marina	60 Lions Bay Ave.	Tote	64 gal.	2	Recycling	*Weekly	
Lions Bay Marina	60 Lions Bay Ave.	Tote	64 gal.	2	Organics	Weekly	
Gen. Store/Post Office	350 Centre Rd.	Front Load Bin	3 yd3	1	Waste	Bi-weekly	
Gen. Store/Post Office	350 Centre Rd.	Tote	64 gal.	4	Recycling	Weekly	
Gen. Store/Post Office	350 Centre Rd.	Tote	64 gal.	2	Organics	Weekly	
Community School	250 Bayview Rd.	Front Load Bin	3 yd3	1	Waste	Bi-weekly	
Community School	250 Bayview Rd.	Tote	64 gal.	2	Recycling	Weekly	
Community School	250 Bayview Rd.	Tote	64 gal.	1	Organics	Weekly	
Works Yard	5 Tidewater Way	Front Load Bin	3 yd3	1	Waste	Bi-weekly	
Works Yard	5 Tidewater Way	Roll Off Bin	40 yd3	1	Green Waste	On Call	

* 3 ½ month period over the summer

Section C: Unit pricing for additional containers and collection:

Item	Price
Provision of additional 3 yd^3 bins for waste	
Collection of additional 3 yd^3 bins for waste	
Provision of additional 64 gal. totes for recycling or organics	
Collection of additional 64 gal. totes for recycling or organics	

APPENDIX A – SCOPE OF WORK AND DELIVERABLES

The Village of Lions Bay requires waste and recycling collection services for the Municipality. The current service provider collects waste, recyclables, and organics throughout the Village. The current schedule of service is included in Appendix B. The Village's 2015 Solid Waste and Recycling Data Survey submission to Meter Vancouver is included in Appendix C.

Due to the Village's topography and vegetation, automated collection is not possible.

The Village is open to considering alternate bin sizes and pick up frequencies if it results in more favorable pricing.

Proponents should ensure that their proposed bin sizes and service frequencies should not result in the waste and recycling bins being filled over capacity between servicing. The Village wants to avoid pests and unsightly appearances at all its facilities.

Proponents should also clarify in the response form if collection bins are provided as part of the Proponent's Submission or not, and clearly indicate any additional costs associated with the bins.

APPENDIX B – CURRENT SERVICE SCHEDULE

Site Name	Site Address	Container Type	Size	Qty.	Service Type	Frequency
Residences	Various Locations	Various	Var.	521	Waste	Bi-weekly
Residences	Various Locations	See Appendix D	Var.	521	Recycling	Weekly
Residences	Various Locations	See Appendix D	Var.	521	Organics	Weekly
Klatt Building	410 Centre Rd.	Tote	64 gal.	1	Waste	Bi-weekly
Klatt Building	410 Centre Rd.	Blue Box	14 gal.	3	Recycling	Weekly
Klatt Building	410 Centre Rd.	Tote	26 gal.	1	Organics	Weekly
Municipal Hall	400 Centre Rd.	Tote	64 gal.	1	Waste	Bi-weekly
Municipal Hall	400 Centre Rd.	Blue Box	14 gal.	1	Recycling	Weekly
Municipal Hall	400 Centre Rd.	Tote	64 gal.	1	Organics	Weekly
Multi-Residential	402-440 Crosscreek Rd.	Front Load Bin	3 yd3	1	Waste	Bi-weekly
Multi-Residential	402-440 Crosscreek Rd.	Tote	64 gal.	5	Recycling	Weekly
Multi-Residential	402-440 Crosscreek Rd.	Tote	64 gal.	6	Organics	Weekly
Public Bins§	Various Locations	Fixed Containers*	35 gal.	16	Waste	Bi-weekly
Public Bins§	Various Locations	Fixed Containers*	64 gal.	5	Recycling	Weekly
Lions Bay Marina	60 Lions Bay Ave.	Tote	64 gal.	4	Recycling	Weekly
Gen. Store/Post Office	350 Centre Rd.	Tote	64 gal.	4	Recycling	Weekly
Community School	250 Bayview Rd.	Tote	64 gal.	2	Recycling	Weekly
Works Yard	5 Tidewater Way	Front Load Bin	3 yd3	1	Waste	Bi-weekly
Works Yard	5 Tidewater Way	Blue Box	14 gal.	5	Recycling	Weekly
Works Yard	5 Tidewater Way	Tote	10 gal.	1	Organics	Weekly
Works Yard	5 Tidewater Way	Roll Off Bin	40 yd3	1	Green Waste	On Call

APPENDIX C – 2015 SOLID WASTE & RECYCLING DATA SURVEY

2015 Solid Waste & Recycling Data Survey

Please send QUESTIONS & COMPLETED FORMS to: joy.galang@metrovancouver.org

Contact Information

Municipality	**Village of Lions Bay**		
Survey Prepared by:	Nikii Hoglund	works@lionsbay.ca	604.921.9833
	Name	Email	Phone
Contact Person:			
(If different from above)	Name	Email	Phone

Service Information

	No. of Households/Accounts served by municipality				Total Households/ Accounts in municipality	Notes
	Garbage	Recyclables	Food & Yard	Yard		
Single Family/Low Density Units (SF/LD)	521	521	521		521	1. HH/Accounts served data is used to allocate any aggregated tonnages for a material to the appropriate sector to determine the diversion rate. 2. ICI includes businesses, schools, civic buildings private institutions including light industrial.
Multi Family/High Density Units (MF/HD)	20	26	20		26	
ICI (see note 2)	3	7	2	1	7	

2015 Annual Tonnages

Material	Single Family SF/LD (tonnes) See notes 3, 5 & 9	Multi-Family MF/HD (tonnes) See notes 3, 5 & 9	Commercial, ICI (tonnes) See notes 2, 3, 5 & 9	All Served Sectors Combined (tonnes) See notes 1, 5 & 9	Municipal Recycling Depot (tonnes) See notes 4 & 9	Notes
Garbage						3. Provide tonnages of material from households and businesses whose waste is collected by the municipality. 4. Provide tonnages of materials from municipal recycling depots only. 5. If data on SF/LD, MF/HD & ICI sectors is not available by sector please enter their combined tonnages in column "All Served Sectors Combined", please indicate which sectors are included for each material by marking the relevant column with an 'X'. 6. If reporting combined tonnages for several materials please indicate which materials are included by placing an 'X' next to the appropriate materials. 7. Please indicate if food scraps are NOT comingled with yard waste. 8. Categories refer to MMBC material categories for cross reference where appropriate with MMBC reports. 9. Please refer to sheet "Conversion Factors" to convert weights into tonnes or provide details of reporting units and the appropriate conversion factor. 10. Please report "Total PPP" only if the municipality uses single stream collection. 11. Please report tonnages of white goods, propane tanks and any other metal excluding metal packaging.
Curbside				151.28		
Depot						
Recyclables (see note 8)						
Yard Trimmings						
Food Scraps & Yard Trimmings (see note 7)				245.90		
Clean wood waste				160.00		
Mattresses						
Metals (see note 11)						
Other Materials (add materials below)						
Combined (see note 6)						
MMBC Materials: Outside of Contract (if applicable)						
Paper and OCC						
Plastics (inc EPS)						
Metals (inc. white goods & propane tanks)						
Glass						
MMBC Materials: Contracted						
Fibre (categories 1 - 3)						
Containers (categories 4 - 7)						
Glass (category 8)						
Total PPP (see note 10)				126.37		

ISWRMP Initiatives

Food Scraps Recycling	Start Date	Planned
Single Family/Low Density Units (SF/LD)	01/01/2015	
Multi Family/High Density Units (MF/HD)	01/01/2015	
ICI/Other (businesses, schools, civic facilities, institutions)	01/01/2015	

APPENDIX D – WASTE COLLECTION BYLAW 455

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

SPLENDOUR IN SERENITY

Waste Collection Bylaw

Bylaw No. 455, 2013

Adopted February 21, 2013

Repealed: Bylaw No. 440

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

Bylaw No. 455, 2013

Waste Collection Bylaw

WHEREAS Council deems it advisable to adopt a Bylaw to regulate the terms and conditions for the collection and disposal of solid waste, recycling, and green yard waste, and the rates payable for these services; and

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

TITLE

1. This Bylaw may be cited as "Garbage and Recycling Collection Bylaw No. 455, 2013".

PAST BYLAWS REPEALED

2. Waste Collection Bylaw No. 440 is hereby repealed.

DEFINITIONS

3. In this Bylaw:

"dangerous wildlife" means wildlife such as a bear, cougar, raccoon, or wolf;

"wildlife resistant container" means a secure fully enclosed container with a lid and latching device, of sufficient design and strength to deter access by dangerous wildlife;

"wildlife resistant enclosure" means a structure which has four enclosed sides, a roof, doors, and a latching device, of sufficient design and strength to deter access by dangerous wildlife;

SYSTEM ESTABLISHMENT

4. The Village hereby establishes and continues the equipping, maintenance and operation of a system of solid waste, recycling, and green yard waste collection.

OBLIGATION OF RESIDENTS

5. Every owner or resident shall provide and maintain in good order and repair, garbage receptacles, with tight waterproof covers. The amount of garbage shall not exceed 154 litres in total and no receptacle shall contain more than 121 litres. 2 receptacles are allowed per household; tags for additional receptacles may be purchased at the Village Office.

6. The receptacles required under this by-law shall at all times be securely housed to ensure that the contents do not attract wildlife.

   The receptacles can shall at no time be kept on or encroach upon or project over any street or lane.

7. Recycling is to be placed in the blue recycling boxes, and in blue or yellow bags, as established by Village waste guidelines. Additional cardboard may be placed roadside, in flattened, neatly tied bundles, to a maximum bundle size of 3 feet by 3 feet (3' x 3').

8. Green waste collection is to be placed in brown kraft green waste bags, biodegradable plastic bags, or in containers that have been clearly marked 'Yard Trimmings'. Branches should not be more than 3" (3 inches) in diameter, and bundles of branches no greater than 3' (3 feet) long.

9. No liquids or free water shall be put or placed in or allowed to run into or accumulate in any garbage receptacle, and all such receptacles shall at all times be covered with a watertight cover.

10. All garbage and recycling receptacles shall be placed by the householder within 10 feet of the road boundary in front of the householder's premises not earlier than 5:00 a.m. on the day the garbage is scheduled for removal.

11. All waste material which is not garbage, rubbish, kitchen waste, recycling, or green waste shall be placed in a safe place convenient for handling and the owner or occupier shall make the necessary arrangements with the garbage contractor for the disposal of such waste material and shall be responsible for all costs in connection with same.

12. Every owner or occupier of land is hereby compelled to make use of the garbage, recycling, and green waste disposal system established and continued hereunder and shall pay for the collection of garbage, rubbish, waste, recycling, and green waste from premises as herein provided.

SERVICE PROVIDED BY VILLAGE

13. Garbage, rubbish, solid waste, recycling, and green waste shall be picked up by the disposal service of the Village regularly each week and the regular pick up schedule may be altered by resolution of Council provided that ten days' notice of the change is given to the householder or business proprietor.

COLLECTION RATES

14. Rates for the collection of garbage and recycling as per Schedule "A" attached hereto and forming part of this By-law are hereby imposed on the owners of land or occupiers of premises and are due and payable by the 31st day of March of each year.

15. A prompt payment discount shall be allowed, as set out in Schedule "A" if payment is made by the 31st of March of each year. The period the rates cover is from January 1 to December 31 of each year.

16. Any rate remaining unpaid on the 31st day of December shall be deemed to be taxes in arrears in respect of the property in respect of which the consumer dwells and shall forthwith be entered on the real property tax roll by the Collector as taxes in arrears.

17. The rates established hereunder shall commence effective January 1 of each year.

WILDLIFE RESISTANT CONTAINERS AND ENCLOSURES

18. Every outdoor container or receptacle used for depositing or storing food waste or other edible waste that could attract dangerous wildlife shall be a wildlife resistant container, or stored in a place that cannot be accessed by dangerous wildlife.

    This section does not apply to composting or on garbage days.

19. Every commercial, industrial, institutional and tourist accommodation building, and every multiple family residential development having three or more dwelling units, shall be provided with a garbage storage site located inside a building or within a wildlife resistant enclosure.

20. Garbage and recycling containers required for temporary special events, such as weekend sports tournaments, weddings, Fire Department Picnic, Halloween and Canada Day are exempt from this requirement if emptied before 10:00 p.m.

21. Wildlife resistant containers and wildlife resistant enclosures must be kept closed and secure when waste is not being deposited and if damaged, must be repaired in a timely fashion.

DANGEROUS WILDLIFE – SMART PRACTICES

22. If dangerous wildlife are attracted by any of the following, then these smart practices shall apply:

    (a) Feeding dangerous wildlife and depositing or storing any domestic garbage, pet food, food waste, or other edible waste that could attract dangerous wildlife is prohibited.

    (b) Bird feeders must be suspended on a cable or other device so that they are inaccessible by dangerous wildlife.

(c) Bee hives must be protected by an electric fence or otherwise be made inaccessible to dangerous wildlife.

(d) Outdoor fridges or freezers must be inaccessible to dangerous wildlife.

(e) No meat by-products or waste shall be put in compost piles.

OFFENCE AND PENALTY

23. Every person who contravenes any provision of this Bylaw commits an offence and upon summary conviction is liable to a fine not exceeding $1000.00 and the cost of prosecution.

SEVERABILITY

24. If any section or lesser portion of this Bylaw is held to be invalid by a Court, the invalid portion shall be severed without affecting the validity of the remaining portions of this Bylaw.

READ A FIRST TIME	**February 5, 2013**
READ A SECOND TIME	**February 5, 2013**
READ A THIRD TIME	**February 19, 2013**
ADOPTED	**February 21, 2013**

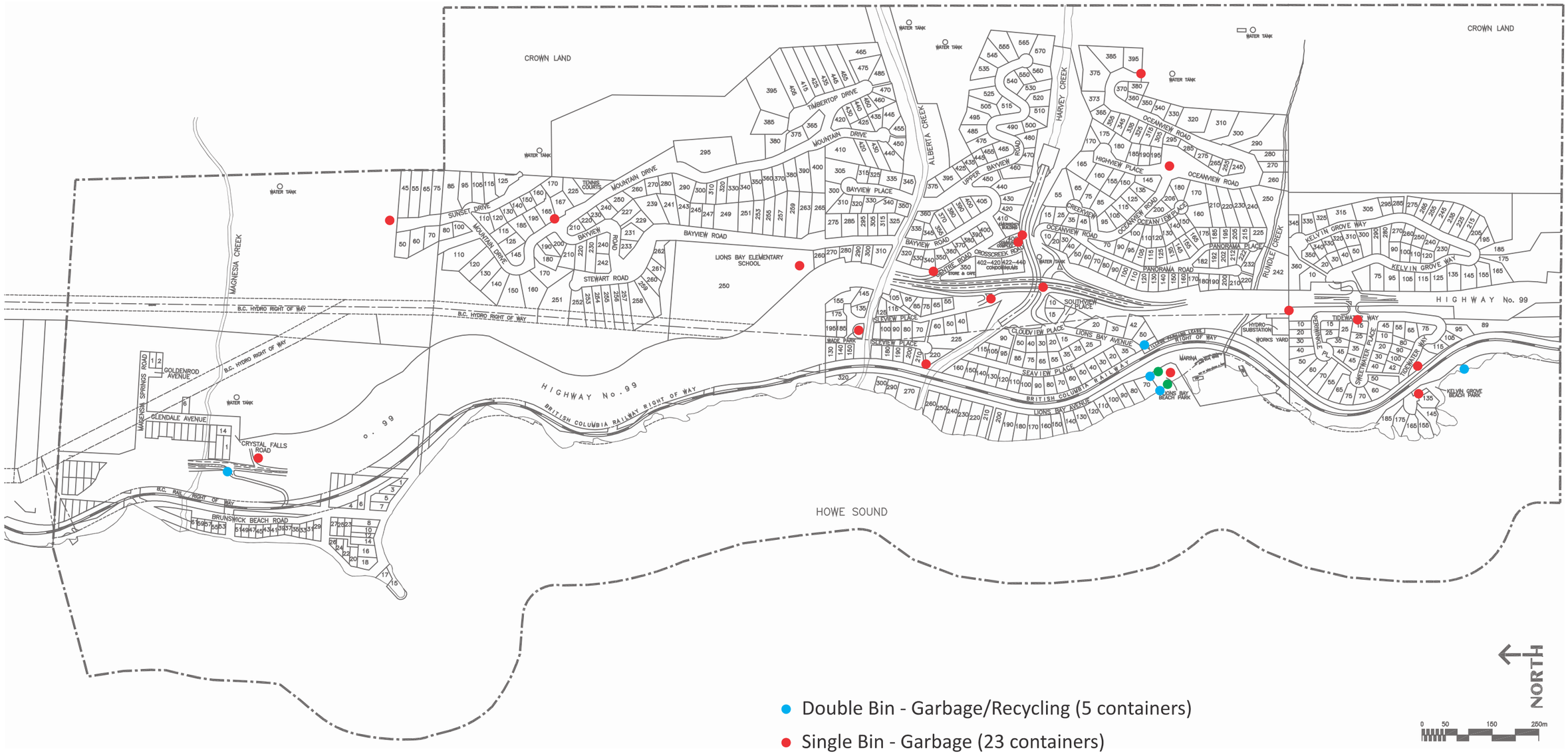
Mayor

Secretary-Treasurer

Certified a true copy of
Bylaw No. 455, 2013 as adopted.

Corporate Officer

APPENDIX E – Map



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

RFP 07.16 for Waste Collection Services

Addendum #3:

The Village of Lions Bay has received several questions in regards to this RFP. They are as follows:

1. **Question**: Could you confirm the expected start date of services if you were to go with a new waste company for RFP.07.16?

   Answer: April 1, 2017

2. **Questions:** In Appendix C covering the Metro Vancouver Data Survey it notes that there were 160 tonnes of Clean Wood waste. However, in the RFP table there is no mention of wood waste, only Green Waste.
   a) Are these the same thing and is it Green Waste?

   Answer: Yes, it's the same and it is green waste (logs and branches, etc.)

   b) Does all of it go in the 40 yard bin?

   Answer: Yes

   c) How often does this 40 yard bin get pick up?

   Answer: 4 to 5 times per year dependent upon weather and windfall debris amounts.

3. **Question:** Who is responsible for the disposal costs of the waste collected?

   Answer: The contractor is responsible for tipping fees for which they invoice us for.

4. **Question:** Are there restrictions for disposal?

   Answer: Yes, the same restrictions that apply to all Metro Vancouver member municipalities.

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

RFP 07.16 for Waste Collection Services

Addendum #2:

The Village of Lions Bay has received several questions in regards to this RFP. They are as follows:

1. **Question:** Are site visits permitted?

   Answer: The Village of Lions Bay is willing to meet with any prospective supplier for a site visit and tour of the village. - Please contact Nai Jaffer, Manager of Public Works, at 604-921-9833 or works@lionsbay.ca.

2. **Question:** For recycling services, is glass currently included? If so, is it comingled with mixed containers? Is mix paper and mix containers separate or commingled?

   Answer: Glass is not currently included in recycling. Paper and cardboard are currently separated for pick up.

3. **Question**: Will single family residents keep their current blue boxes, or are new boxes to be provided by the collector?

   Answer: Residents currently own their containers but we are open to different options and would facilitate a change in the bylaw if it is required.

CONTRACTED SERVICES AGREEMENT

THIS AGREEMENT dated for reference December 5, 2016

BETWEEN:

> **VILLAGE OF LIONS BAY**, a municipality duly incorporated under the laws of British Columbia and having an address at 400 Centre Road, Lions Bay, BC, V0N 2E0
> (the "Municipality")

AND:

> **WASTE CONTROL SERVICES INC.**, a corporation having an address for delivery at 5288 Still Creek Avenue, Burnaby, B.C., V5C 4E4
> (the "Contractor")

GIVEN THAT the Municipality wishes to engage the Contractor to provide waste collection services, and the Contractor wishes to provide such services to the Municipality in accordance with the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of payment of $1.00 by the Municipality to the Contractor (the receipt and sufficiency the Consultant acknowledges) and in consideration of the promises exchanged below, the Municipality and the Contractor agree with each other as follows:

Definitions

1. In this Agreement, in addition to the words defined above:

   a. "Terms of Reference" means, having regard to the Request for Proposals issued by the Municipality on October 28, 2016 (the “RFP”) and the Contractor’s Proposal in response, the scope of work set out in the Contractor’s Negotiated Proposal attached hereto as Schedule “A” and forming part of this Agreement.

   b. "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.

   c. “Fees” means the amount to be paid for the work and services described in the Terms of Reference.

Interpretation

2. Any conflict between:

a. Schedule “A” and the body of this Agreement, sections 1-30, shall be settled in favour of the provisions set out in sections 1-30 herein; and

b. the terms of the RFP and the Contractor’s Negotiated Proposal, both as set out in Schedule “A”, shall be settled in favour or the provisions contained in the RFP.

Services To Be Performed By the Contractor

3. The Contractor agrees to perform the Services during the Term, in accordance with the Terms of Reference, on the terms and conditions of this Agreement.

Term

4. The term of this Agreement commences on April 1, 2017 and expires on the earlier of the completion of the Services or April 1, 2020 (the “Term”), unless terminated sooner in accordance with this Agreement. The Term may be extended for an additional one year period upon the mutual agreement of the parties and this option may be exercised twice for a maximum term of five years.

Warranty As To Quality of Services

5. The Contractor represents and warrants to the Municipality that:

a. the Contractor has the education, training, skill, experience, resources and supporting personnel, if applicable, necessary to perform the Services; and

b. the Services will be performed in accordance with all applicable enactments and laws, and with all relevant codes, rules, regulations and standards of any professional or industry organization or association; and

c. The persons as noted in the Terms of Reference will perform the Services under this Agreement;

d. and the Contractor acknowledges and agrees that the Municipality has entered into this Agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

6. The Municipality must pay the Contractor for the Services in the amount provided in the Terms of Reference in accordance with this Agreement.

Invoices

7. Not more than once each month, the Contractor may deliver an invoice to the Municipality, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month.

Payment by the Municipality

8. The Municipality must, to the extent the Municipality is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Contractor and subject to sections 9 and 10, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with section 7, within 30 days after delivery of an invoice to the Municipality.

Completion of Services

9. The Contractor expressly acknowledges and agrees that it is a fundamental term of this Agreement that the Services be completed on time in accordance with the contracted frequencies, and that should the Contractor fail to complete the Services accordingly, the Municipality may retain and set off up to 5% of the total fees payable to the Contractor under this Agreement payable to the Contractor for the applicable Services, as liquidated damages.

10. The right of the Municipality under section 9 will not apply to the extent the Contractor fails to complete the Services in accordance with the contracted frequencies due to circumstances beyond the Contractor's reasonable control, including a labour strike, Acts of God or any failure by the Municipality to provide materials as required under this Agreement (each, an "Event of Delay") but not including delays in materials, equipment or labour required to be provided by the Contractor. The Municipality will only consider an Event of Delay where the Contractor has notified the Municipality of such within twenty-four hours of the occurrence of the Event of Delay. The Municipality shall determine, acting reasonably, whether the event has arisen due to circumstances beyond the Contractor's reasonable control, and shall advise the Contractor of the extended Term as determined by the Municipality.

Termination or Suspension at the Municipality's Discretion

11. Despite the rest of this agreement, the Municipality may, in its sole discretion and without cause, by giving 60 days written notice to the Contractor, terminate or suspend all, or any part, of the Services. If the Municipality terminates or suspends all or part of the Services under this section, the Contractor may deliver an invoice to the Municipality for the period between the end of the month for which the last invoice was delivered by the Contractor and the date of termination or suspension. The Municipality must, to the extent the Municipality is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Contractor and subject to sections 9 and 10, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with section 7, within 30 days after delivery of an invoice to the Municipality. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the Services.

Termination For Default

12. Despite the rest of this agreement, the Municipality may terminate all, or any part of, the Services, by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:

    a. the acceptability of the work performed by the Contractor, as determined solely by the Village, fails to meet the requirements or expectations of the Village;

    b. the Contractor otherwise breaches this agreement and the Contractor has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the Municipality, in the Municipality's sole discretion, within five days after notice of the breach is given to the Contractor by the Municipality; or

    c. the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

13. Without limiting any other right or remedy available to the Municipality, if the Municipality terminates part or all of the Services under section 12, the Municipality may arrange, upon such terms and conditions and in such manner as the Municipality considers appropriate, for performance of any part of the Services remaining to be completed, and the Contractor is liable to the Municipality for any expenses reasonably and necessarily incurred by the Municipality in engaging the services of another person to perform those Services. The Municipality may set off against, and withhold from amounts due to the Contractor such amounts as the Municipality determines, acting reasonably, are necessary to compensate and reimburse the Municipality for the expenses described in this section.

Indemnity

14. Without limiting any other obligation of the Contractor under this Contract or otherwise:

    a. The Contractor hereby agrees to Indemnify and Save Harmless the Municipality, its elected officials, officers, employees, servants, agents and others for whom the Municipality is in law responsible, from and against any liability, loss, claims, demands, damages, fines and penalties, costs and expenses (including consulting fees), investigatory and legal expenses, and any other actions or causes of actions, suits, caused by or attributed to any wilful or negligent act, omission, delay, or allegations thereof on the part of the Contractor, its officers, employees, subcontractors, agents, licensees, assignees, invitees or other persons engaged in the performance, non-performance or attempted performance of the Services pursuant to this Contract or anyone else for whom the Contractor is in law responsible.

b. Should the Municipality be made a party to any litigation commenced by or against the Contractor, then the Contractor will protect, indemnify and hold the Municipality harmless and will promptly pay all costs, expenses, and legal fees (on a solicitor and own client basis) incurred or paid by the Municipality in connection with such litigation upon demand. The Contractor will also promptly pay upon demand all costs, expenses and legal fees (on a solicitor and own client basis) that may be incurred or paid by the Municipality in enforcing the terms, covenants and conditions in this Contract.

c. The Contractor's obligation under this indemnification section will survive the expiry or early termination of this Contract.

Insurance

15. a. The Contractor shall obtain and maintain during the Term a Broad form Commercial General Liability policy for a limit of not less than two million ($2,000,000.00) dollars per occurrence with respect to third party liability claims for bodily injury, property damage, and personal injury. This policy shall include but shall not be limited to: Premises and Operation Liability, Blanket Contractual Liability, Products and Completed Operations, Tenants' Legal Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Liability, Contingent Employers' Liability, Breach of Conditions clause. The Municipality shall be added as an "Additional Insured" along with Cross-Liability and Severability of Interest clauses.

b. The Contractor must provide proof of Automobile Liability Insurance, with respect to owned and leased vehicles used directly or indirectly in the performance of the Work, covering liability for bodily injury, death and damage to property with a limit of not less than less than two million dollars ($2,000,000) per occurrence.

c. All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse and shall contain the necessary "Endorsements" to provide the Municipality with thirty (30) days prior written notice by Registered Mail to the attention of the Municipality Corporate Officer/Secretary.

d. The Contractor agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premiums payments. All of the required Contractor's insurance policies shall be primary, non-contributing with respect to any insurance carried by the Municipality. The Municipality reserves the right to impose such higher limits or other types of insurance as would reasonably be required of a prudent Contractor of similar operations.

Records

15. The Contractor:

a. must keep reasonably detailed accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the Municipality, which may make copies and take extracts from the accounts and records;

b. must afford facilities and access to accounts and records for audit and inspection by the Municipality and must furnish the Municipality with such information as the Municipality may from time to time require regarding those documents; and

c. must preserve, for at least two years after:

(i) completion of the Services; or
(ii) termination of this agreement

whichever applies.

Confidential Information

16. Except as required by law, the Contractor must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Contractor receives in connection with this agreement which in good faith or good conscience ought not be disclosed.

Delivery of Records

17. If the Municipality terminates all or part of the Services under this agreement, the

Contractor must immediately deliver to the Municipality, without request, all Service-related documents in the Contractor's possession or under its control.

Ownership of Intellectual Property

18. By this section, the Contractor irrevocably grants to the Municipality the unrestricted licence for the Municipality to use all technical information and intellectual property, including designs and inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Contractor agrees that the licence granted by this section includes the right for the Municipality, at any time, to adapt, use and modify all such technical information and intellectual property for the Municipality's uses set out above.

Agreement for Services

19. This is an agreement for the performance of services and the Contractor is engaged under the agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this agreement, neither the Contractor nor any of its employees or contractors is engaged by the Municipality as an employee or agent of the Municipality. The Contractor is solely responsible for any and

all remuneration and benefits payable to its employees and contractors, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This agreement does not create a joint venture or partnership, and the Contractor has no authority to represent or bind the Municipality in any way.

Conflict of Interest

20. The Contractor must not perform, for gain, any services for any person other than the Municipality, or have an interest in any contract other than this agreement, if the Municipality determines, acting reasonably, that performance of the services, or the Contractor 's interest in the contract, creates a conflict of interest between the obligations of the Contractor to the Municipality under this agreement and the obligations of the Contractor to the other person or between the obligations of the Contractor to the Municipality under this agreement and the Contractor 's pecuniary interest.

Assignment

21. No part of this agreement may be assigned or subcontracted by the Contractor without the prior written consent of the Municipality, and any assignment or subcontract made without that consent constitutes a breach by the Contractor of this agreement. The Contractor agrees that, among other things, the Municipality may refuse its consent if the Municipality, in its sole discretion, determines that the proposed assignee or subcontractor does not have the skill, experience or corporate resources necessary to perform the Services. A permitted subcontract does not relieve the Contractor from any obligation already incurred or accrued under this agreement or impose any liability upon the Municipality.

Time of the Essence

22. Time is of the essence of this agreement.

Severance

23. If any portion of this agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this agreement.

Notice

24. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

    a. To the Municipality:

Village of Lions Bay
Box 141, 400 Centre Road
Lions Bay, B.C. V0N 2E0
Fax Number: (604) 921-6643
E-mail Address: cao@lionsbay.ca
Attention: Peter DeJong

b. To the Contractor:

WCS Waste Control Services Inc.
5288 Still Creek Avenue,
Burnaby, BC V5C 4E4
E-mail Address: customerservice@wastecontrolservices.com
Attention: Rob Murray - General Sales Manager

or to such other address, e-mail address or fax number of which notice has been given as provided in this section. Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law

25. In this agreement:

a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

b. reference to a particular numbered section or schedule is a reference to the correspondingly numbered section or schedule of this agreement;

c. the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this agreement;

d. reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;

e. reference to a month is a reference to a calendar month; and

f. section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement.

26. This agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

27. This agreement enures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

28. This agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this agreement.

Waiver

29. Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by the above terms and conditions of this agreement, the parties have executed this agreement below, on the respective dates written below.

VILLAGE OF LIONS BAY by its
authorized signatories:

_____
Mayor c/s

_____
Corporate Officer:

Date executed: _____, 2016.

WCS WASTER CONTROL SERVICES INC.
by its authorized signatories:

_____

_____

Date executed: _____, 2016

Schedule “A”

Request for Proposal RFP.07.16 for WASTE COLLECTION SERVICES and Contractor’s Negotiated Proposal

RECEIVED
NOV 29 2016

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Tree Cutting Application Form

All fields must be completed

Applicant's Full Name: Tim Kravjanski	
Address: 160 Highview Place	
Phone: [redacted]	Email: [redacted]
Contractor Name (if applicable): None	
Contractor Phone: None	

Description of Trees:
Last cedar tree of an overgrown hedge that was removed. This last tree was over the size allowed to be removed without a permit. The tree is in poor shape and has been trimmed numerous times by BC Hydro contractors as it is located under utility wires.

The tree is also a slip, double tree. See pictures attached.

Location of Trees:
Between 160 and 165 Highview Place on the west side of the roadway shoulder.

*Trees must be clearly marked with marking tape in time for the Tree Committee's site visit.

Reason for Removal:	
○ Too close to property (foundation, garage, fence, etc.)	● Interfering with infrastructure (roads, sidewalks, etc.)
○ Dead or dying	○ Leaves causing problems
● Unattractive	○ Blocking site access
○ Blocking sunlight	○ Affecting house value
○ Attracting wildlife	○ Hazardous
Other:	○ Interfering with view

Description of work to be done (and additional comments which may be helpful):
Tree removal.

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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

1. Low shrubs with blue flowers already planted.
2. Ferns already transplanted to hillside.
3. Rhododendrons to transplanted to hillside

I have verified the information contained within this application is correct.

I acknowledge that responsibility for bylaw compliance rests with me as the applicant. I will indemnify and save harmless the Village of Lions Bay, its officials, employees and agents against claims, liabilities and expenses of every kind, in respect of anything done or not done pursuant to this application or ensuing permit, if issued, including negligence and/or failure to observe all bylaws, conditions, acts or regulations.

I understand that, should this application be approved, all work performed must comply with the recommendations of the Tree Committee, as endorsed by Council, and that failure to comply with the recommendations may result in fines, penalties and/or legal action.

[redacted]

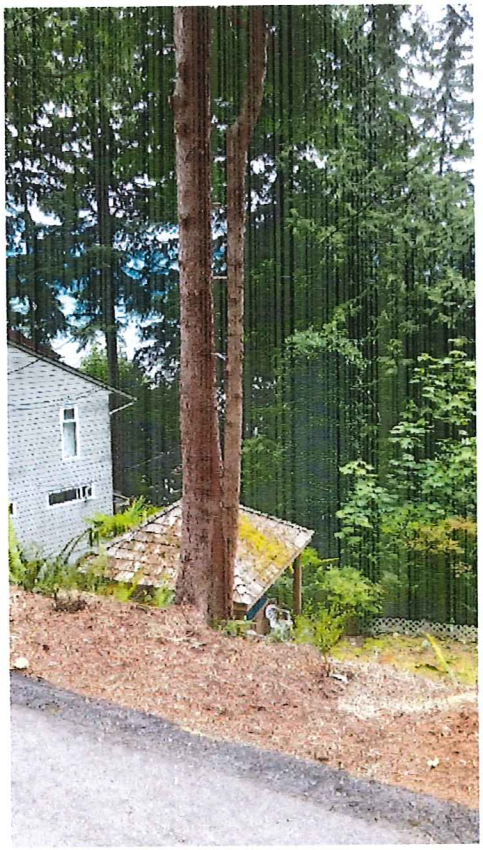
Signature of Applicant

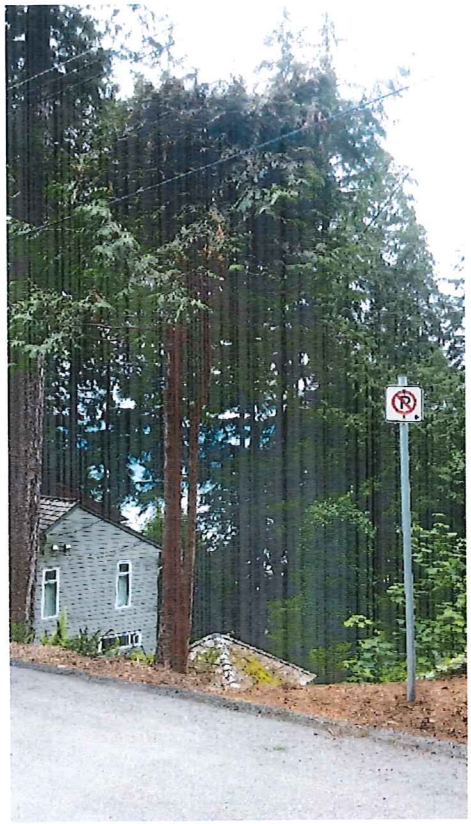
Nov 29/16.

Date Signed

Date Received by Office:	Received by:
RECEIVED NOV 29 2016	
rec $140.00 cash rec#95337	







Lions Bay Reception

From: Public Works
Sent: Wednesday, November 30, 2016 8:42 AM
To: Lions Bay Reception
Subject: RE: Tree application #76 160 Highview Pl

Hi Susan / Fran,

This tree is on municipal property – that said, it is not near any utilities and Public Works staff have no concerns with its removal.

All the best,

Nai Jaffer
Public Works Manager

The Municipality of the Village of Lions Bay
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0
Village Office (604) 921-9333 | Fax (604) 921-6643

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From: Lions Bay Reception
Sent: November 29, 2016 1:06 PM
To: Public Works <works@lionsbay.ca>
Subject: Tree application #76 160 Highview Pl

PW

Could you please verify that this tree in attached application is on Municipal property.

Thank you

Susan Loutet
Administrative Assistant

The Municipality of the Village of Lions Bay. www.lionsbay.ca
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0 CANADA
Tel: (604) 921-9333 ext. 1000 | Fax: (604) 921-6643

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RECEIVED
NOV 29 2016

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Form letter for affected neighbour canvass (print as many copies as may be necessary)

Date: October 19, 2016

Neighbour's Name: [redacted]

Address: 180 Highview Place

Phone/Email: [redacted]

Totally in agreement with removal of the tree in question.

Dear Neighbour:

Re: Tree Cutting Application

I intend to make an application for a permit to cut trees on municipal property and, as part of the application process, I am required to notify other property owners whose line of sight may be affected by this work. The specifics of the application are as follows:

Location:	Between 160 and 165 Highview Place on the west side shoulder of the roadway.
Type(s) of Tree(s):	Cedar
Description of Work:	Tree Removal
Rationale for Application and Replanting Plan (if applicable):	This tree is the remnants of an overgrown hedge that was removed. This one tree is over the limit permitted for removal without a permit. The tree has been trimmed numerous times by BC Hydro and is in poor shape and is an eye sore. The tree is also a double split trunk tree which would be dangerous in the future.

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

As an adjacent property owner, please accept this letter as notification of my application. I would appreciate if you would provide me with your written response noting any concerns of this work within 30 days of the date of this letter, so that I may forward your comments with my application package.

I have attached photographs of the marked trees.

Thank you,

Applicant Name _____ Email/Phone _____

Office use only:

- ☒ Confirm neighbour received notice of application
- ☑ Confirm neighbour's position on application details
  - ☒ Supportive ☐ Opposed

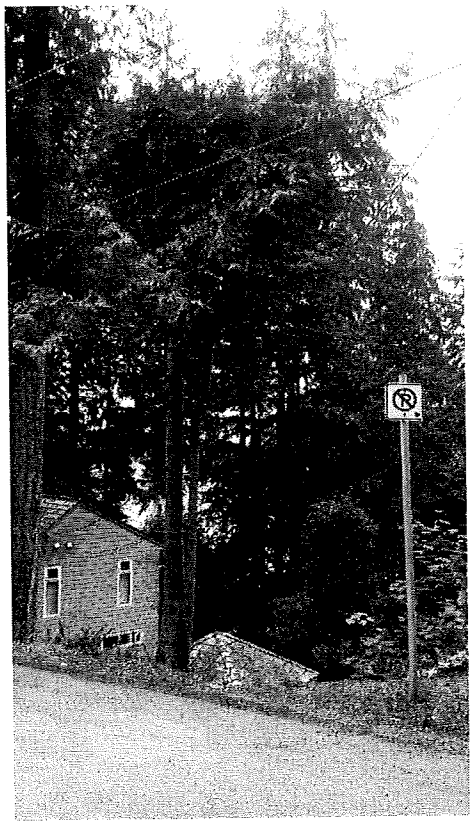
Name of neighbour spoken to by staff: [redacted]

Date verified by office staff: Nov 29/16.

Staff member name: Susan Coutet







RECEIVED
NOV 29 2016

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Form letter for affected neighbour canvass (print as many copies as may be necessary)

Date: October 19, 2016

Neighbour's Name: [redacted]

Nov 29/16 left msg to verify
pls call me. MV
done MV

Address: 175 HIGHVIEW PLACE

Phone/Email: [redacted]

WE ARE FINE WITH THE REMOVAL OF THIS TREE. THANK YOU.

[redacted]

Dear Neighbour:

Re: Tree Cutting Application

I intend to make an application for a permit to cut trees on municipal property and, as part of the application process, I am required to notify other property owners whose line of sight may be affected by this work. The specifics of the application are as follows:

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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I have attached photographs of the marked trees.

Thank you,

Applicant Name

Email/Phone

Office use only:

☒ Confirm neighbour received notice of application

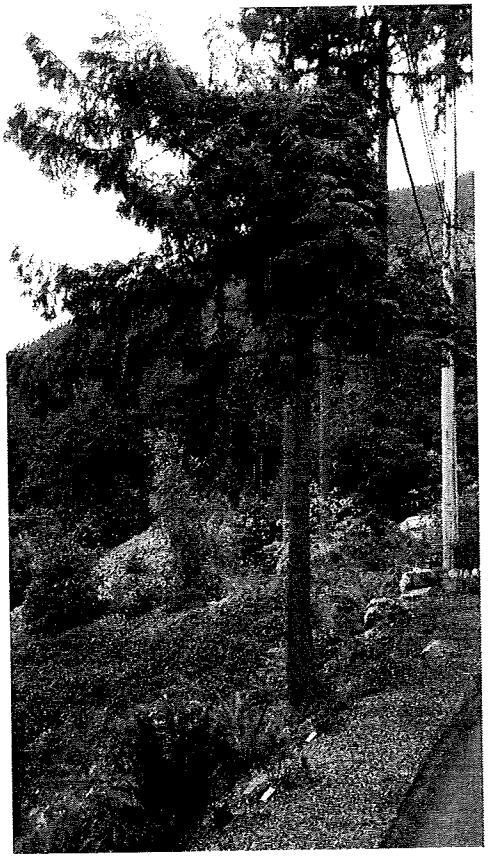
☒ Confirm neighbour's position on application details

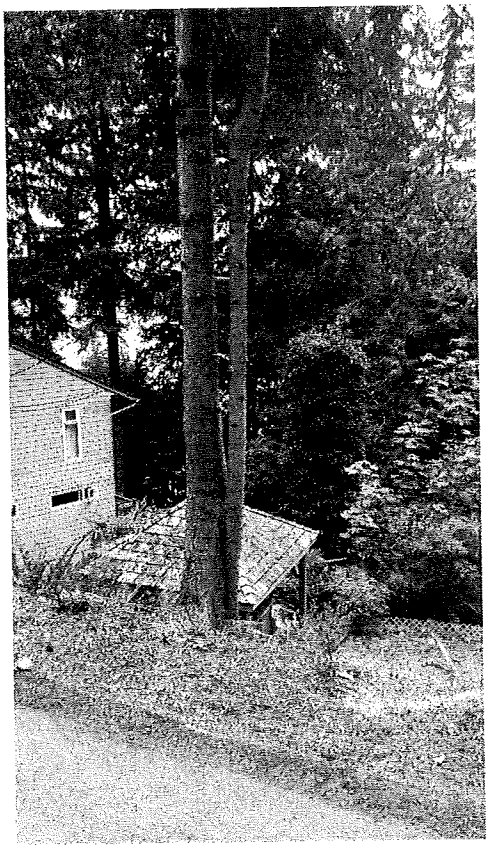
☒ Supportive ☐ Opposed

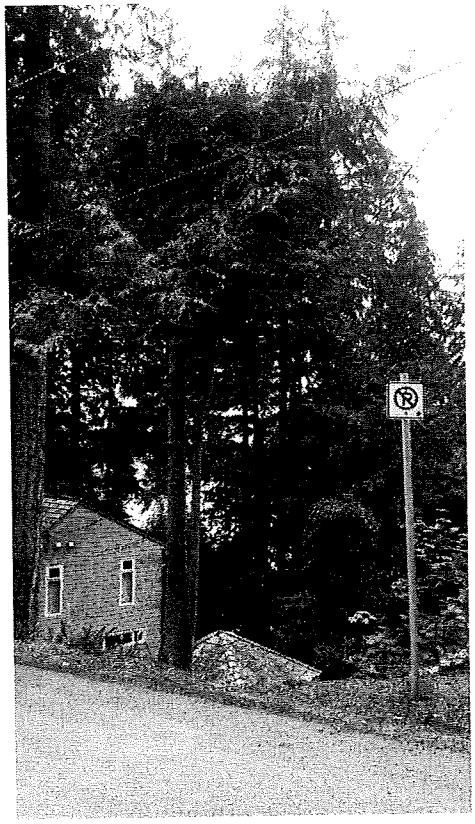
Name of neighbour spoken to by staff: [redacted]

Date verified by office staff: Nov 29/16

Staff member name: Susan Lautet







RECEIVED
NOV 29 2016

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Form letter for affected neighbour canvass (print as many copies as may be necessary)

Date: October 19, 2016

Neighbour's Name: [redacted]

Address: 165 Highview Place

Phone/Email: [redacted]

Dear Neighbour:

Re: Tree Cutting Application

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Rationale for Application and Replanting Plan (if applicable):	This tree is the remnants of an overgrown hedge that was removed. This one tree is over the limit permitted for removal without a permit. The tree has been trimmed numerous times by BC Hydro and is in poor shape and is an eye sore. The tree is also a double split trunk tree which would be dangerous in the future.

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

As an adjacent property owner, please accept this letter as notification of my application. I would appreciate if you would provide me with your written response noting any concerns of this work within 30 days of the date of this letter, so that I may forward your comments with my application package.

I have attached photographs of the marked trees.

Thank you,

Applicant Name _____ Email/Phone _____

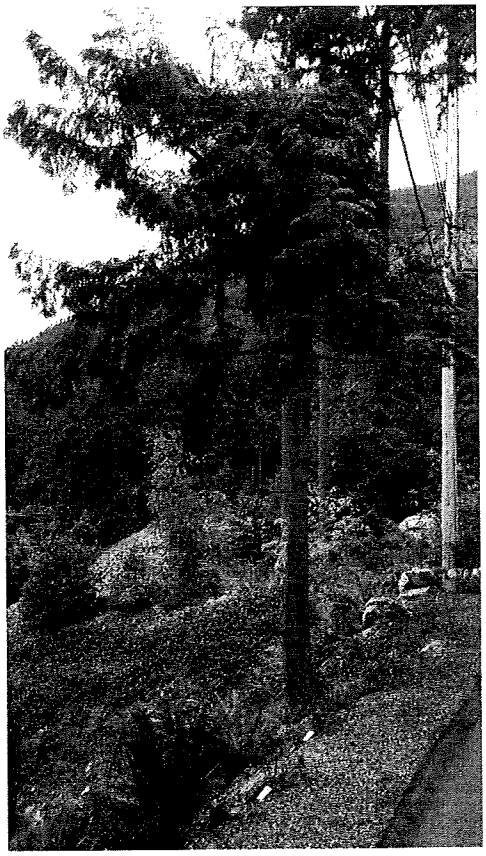
Office use only:

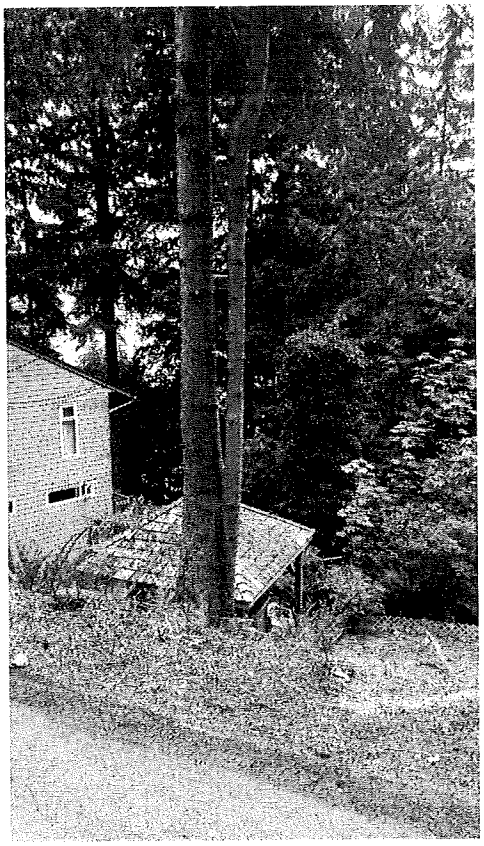
- ☑ Confirm neighbour received notice of application
- ☑ Confirm neighbour's position on application details
  - ☑ Supportive ☐ Opposed

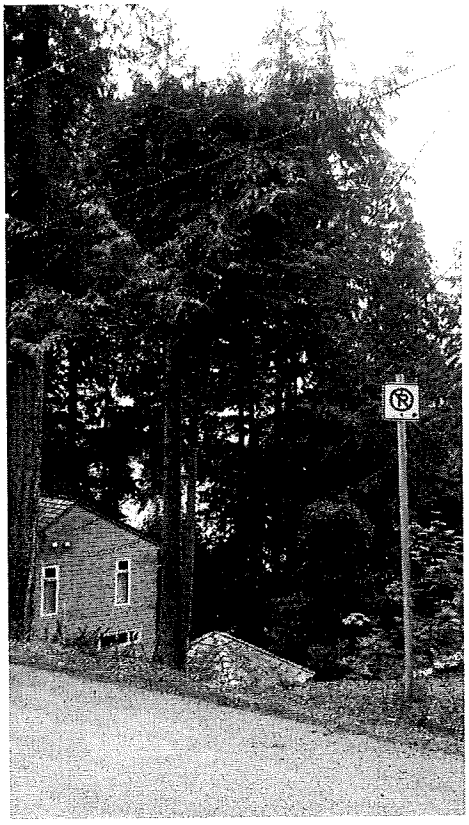
Name of neighbour spoken to by staff: [redacted]

Date verified by office staff: Nov 29/16.

Staff member name: Susan Lovett







Minutes of the Tree Committee meeting

December 7th, 2016

On-site

1. In attendance; Chair, Simon Waterson, Councillor Ron McLaughlin and Tony Clayton.

2. The meeting was called to order at 09:37 am.

3. Simon Waterson was appointed Recorder for the meeting.

4. The Agenda was approved unanimously.

5. Public Participation - Mr. Neville Abbott attended the meeting and had no questions or comments regarding this application. He did have some procedural questions regarding an application that he is proposing.

6. The previous minutes from the meeting dated 9th August 2016 were approved unanimously.

7. Old Business; - none

8. New Business;

   Tree Application #76 – 160 Highview Place - Moved by Councillor McLaughlin; Seconded by Simon Waterson, that the subject trees and associated debris, be removed. Approved unanimously.

9. Adjournment; - The meeting adjourned at 09:50 am.

Simon Waterson

Recorder

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

MEETING OF THE BOARD OF VARIANCE
MONDAY, AUGUST 22nd, 2016 AT 6:30PM.
IN THE COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY, BC

In Attendance:	Board of Variance Members:	Ian Mackie, Peter Wreglesworth, Morgan Gatto
	Staff:	Susan Loutet, BOV Secretary
	Applicant:	David Weber

1. Call to Order
   BOV Secretary called the meeting to order at 6:32 p.m.

2. Election of Chair for Board of Variance
   Motion for Nomination from Peter Wreglesworth for Ian Mackie as Chair of Board of Variance for a one year term.
   All in favor

3. New Business: Applications to be heard

   (1)

Civic Address:	85 Isleview Place, Lions Bay, BC
Legal Description:	Lot 8, Block 5, Plan 10236, DL 1575
Owner:	David J. Weber
Request:	Approval sought for relaxation to 3 feet into south side setback and relaxation to 5 feet into front yard setback, to build new proposed garage. And – Approval sought to build a new retaining wall, variance is sought to allow 16 feet one end graduating to 3 feet which is relaxation of 8 feet.

4. Discussion

Mr. Weber advised that his driveway is caving in and that his garage is being held up by a couple of trees. He is asking for a straight up retaining wall or something similar and a 2 car garage to get his cars off the road way. He will continue the hedge across and down the bank with 5 feet access between the retaining wall and the garage for the hedge and walkway. His plan is to build a 2 car garage no bigger than 29 feet by 24 feet, split this in half and have a 2 car garage open carport in front and then at the back closed, for storage space. This garage may have a flat roof which may have a 2 or 3 foot rise. Dimensions for the prosed garage are 24 feet by 29 feet. He would also make the driveway more gradual, as it comes up steeply first then flattens out. The cars bottom out on this at the moment. What the retaining wall will give him by being able to go up vertically is to be able to back fill enough to have room for a 2 car garage or carport with storage. Until the retaining wall is built he will

not be able to give more specifics on the garage, as he does not know what the angles will be. He is being dictated by the engineer for the wall that is why he is so vague and asking for more than he will probably need. He indicated that the wall will probably not be perfectly vertical and that the engineer will tell him how it should be built. It will probably end up being first 6-8 feet in block and from there up large stackable blocks and covered with ground cover, so that it looks ethically pleasing. He is trying to create usable land out of unusable slope. He would like to remove all the trees that are buckling the road asphalt and replace with crushed stone, making a usable shoulder on village property. This all would need Village approval.

The Board members all agreed that the 2 car garage is required and Mr Weber does have an issue with retention of the bank as the driveway is falling away. They also advised that the garage size is larger than standard. There is a lot of unknowns from the applicant on this application and Mr. Weber is asking for approval in principle, rather than something that will be built physically. We require specifics on all aspects of this application in order to make a decision.

5. Decision

Based on the foregoing, the members of the Board all agreed that they require specific details about the size and elevation of the garage before they can consider hardship. Also required are: Precise Engineering drawings indicating all parameters (trees, stepped); where the wall will be placed; how it will be built; the maximum height of the retaining wall and grade; what the retaining wall will look like; also addressing the slope stability and the exact variance of setbacks you require on garage and retaining wall.
As per Board of Variance Bylaw 502, 10.9, this application has been adjourned (no date set) in order for Mr. Weber to submit all required documentation mentioned above by October 22, 2016 in order for the Board of Variance to approve what is to be built. Date for the new Board of Variance meeting to be determined.
Note: When this application resumes, the first issue to be approved are the details regarding the Retaining Wall, as that will dictate the locational details regarding the garage.

Mr. Weber is advised to check:
Zoning Bylaw No. 362 for all required setbacks and retaining wall heights.
Check with Building Inspector for determining grade; size and height for guidelines to build garage-storage re accessary building re Zoning Bylaw No. 362 and Building Regulation Bylaw No.234.
Check ROW's details on Land Title to determine if it can be built on.
Address Public Works concerns in regards to 8.3 (v) of BOV Bylaw 502 and water main feeding Isleview Place.
Obtain all permissions for work on Municipal property.

6. Adjournment
Moved/Seconded

THAT the meeting be adjourned.

The meeting was adjourned at 7:45 p.m., August 22, 2016

Ian Mackie – Board Chair

Susan Loutet – Board Secretary

December 7, 2016
Date Adopted:

LBFD Monthly Report – November 30th 2016

November 1st – November 30th call outs = 17

Breakdown of call outs:

9 x MVA – Rescue Required, 2 x MVA, 1 x Vehicle Fire, 3 x Assist, 2 x MESA D

Incidents on the Highway

11/26/2016 13:33:44	HWY 99	MVA
11/25/2016 23:43:16	HWY 99	MVA - RESCUE REQUIRED
11/21/2016 19:05:58	HWY 99	MVA - RESCUE REQUIRED
11/20/2016 21:36:43	HWY 99	MVA - RESCUE REQUIRED
11/20/2016 10:41:15	HWY 99	MVA - RESCUE REQUIRED
11/20/2016 04:14:47	HWY 99	MVA - RESCUE REQUIRED
11/13/2016 16:18:20	HWY 99	MVA - RESCUE REQUIRED
11/12/2016 08:43:39	HWY 99	MVA - RESCUE REQUIRED
11/11/2016 12:42:11	HWY 99	MVA - RESCUE REQUIRED
11/08/2016 10:18:38	HWY 99	MVA - RESCUE REQUIRED
11/06/2016 09:20:08	HWY 99	MVA
11/02/2016 18:39:18	BRUNSWICK BEACH	VEHICLE FIRE

Incidents in the Village

11/28/2016 11:28:26	PANORAMA	LIFT ASSIST
11/26/2016 10:45:56	KELVIN GROVE	ASSIST CALL
11/19/2016 14:46:46	PORTEAU	MESA-D
11/08/2016 18:14:42	BAYVIEW	ASSIST CALL
11/08/2016 17:08:29	CREEKVIEW	MESA-D

Fundraising:

- The members started working the Lions Club Christmas Tree Sale shifts. Each member is expected to work eight (8) hours

Miscellaneous:

- The department has currently 33 members (including those undergoing pre-response training)
- **2016 – approx. total claimed from sources OUTSIDE the village = $35491.50**

- *MESA is an acronym for Medical Emergency Service Assist. The letter denotes the seriousness of the incident. A is minor and E is serious.*
- *Pre-Recruits are members who are volunteering for LBFR while endeavoring to get hired by career departments*
- *Pre-Response training is required before new recruits respond to calls*

Intentionally Blank

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	**Request for Decision**		
Title	**Fees Bylaw No. 497, 2016**		
Author	**Pamela Rooke**	**Reviewed By:**	**Peter DeJong**
Date	**December 14, 2016**	**Version**	
Issued for	**December 20, 2016 Regular Council Meeting**		

RECOMMENDATION

THAT Fees Bylaw No. 497, 2016 be adopted.

ATTACHMENTS

- Draft Fees Bylaw No. 497, 2016

KEY INFORMATION

Staff presented the "Proposed Amendments to Fees Bylaw No. 497" report at the November 15, 2016 Council Strategy Committee meeting requesting direction with respect to the proposed amended fees. Staff incorporated the changes discussed at the meeting into the attached draft Bylaw which was given third reading at the December 6, 2016 Council meeting. Staff recommends that Fees Bylaw No. 497, 2016 be adopted.

COMMUNICATION PLAN

The adopted bylaw will be added to the Municipal website and will be noted in the December 23, 2016 Village Update. Consequential amendments to other bylaws will be consolidated and uploaded to the website.

FOLLOW UP ACTION

The fees will be incorporated into the 2017 Budget.

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Fees Bylaw No. 497, 2016

Adopted:

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

Fees Bylaw No. 497, 2016

A bylaw to provide for the imposition of fees.

WHEREAS, pursuant to the provision of the *Community Charter and the Local Government Act*, the Village of Lions Bay may impose municipal fees in respect of all or part of a service of the municipality, the use of municipal property, the exercise of authority to regulate, prohibit or impose requirements, or in respect of such other matters permitted by an enactment;

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

Part 1 – CITATION:

1.1 This Bylaw may be cited for all purposes as "Fees Bylaw No. 497, 2016".

Part 2 – SEVERABILITY:

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

Part 3 – FEES AND CHARGES

3.1 The municipality hereby imposes the fees for the provision of services and information as specified in Schedules 1 to 10 inclusive, which are attached hereto and form part of this bylaw.

Schedules

Schedule 1: General Administration
Schedule 2: Development, Land and Building Services
Schedule 3: Engineering and Public Works
Schedule 4: Animal Control & Licencing
Schedule 5: Traffic & Parking Fees
Schedule 6: Community Facility Rentals
Schedule 7: Filming
Schedule 8: Fire Rescue / Emergency Permits & Fees
Schedule 9: Memorials and Dedications
Schedule 10: General

3.2 Fees imposed under this bylaw for the provision of services or information apply instead of any fees imposed under other bylaws for the same services or information, in the event of any conflict between this bylaw and any other bylaw.

Part 4 – REPEAL

4.1 The following bylaws are hereby repealed:

1. Security Alarm System Regulation Bylaw No. 272, 1997;
2. Fees and Charges Bylaw No. 462, 2014;
3. Repeal of Prior Fees and Charges Bylaw No. 465, 2014;
4. Fees and Charges Amendment Bylaw No. 480, 2014; and
5. Fees and Charges Amendment Bylaw No. 490, 2015.

Part 5 – CONSEQUENTIAL AMENDMENTS

5.1 The following bylaws are hereby amended as follows:

1. Water Rates and Regulation Bylaw No. 2, 1971, as amended:
   (a) Section 4 is amended to read: ”Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended”; and
   (b) Schedule A is amended by deleting section 2, Connection Charges.

2. Village of Lions Bay Sewer Bylaw #101, 1984, as amended:
   (a) Section 3 is amended by striking the heading and substituting therefore the heading “Fees”;
   (b) Section 3 is further amended by deleting the existing wording and substituting therefore: ”Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended”;
   (c) Section 17 is hereby renumbered as Section 18; and
   (d) The following is hereby inserted as Section 17:
   “17. The tie-in of the building sewer shall be made into a wye at the property line. The owner shall be required to install this wye. A plug shall be inserted into the upper end of the wye to prevent any flow into the sewer system. After the acceptance of the house plumbing by the building inspector and after the building sewer from the wye to the house has been tested successfully, the plug shall be removed in the presence of a representative of the Village. The wye branch shall then be plugged and the excavation backfilled with suitable material. Under no

circumstances shall the building sewer be used for drainage purposes during construction.

(e) Schedule A is hereby deleted.

3. Subdivision Bylaw No. 141, 1985, as amended:
   (a) Section 5 is amended to read: "Fees for services that may be or are provided under this Bylaw or Development Application Procedures and Fees Bylaw No. 431, 2011, as amended, shall be payable as set out in Fees Bylaw No. 497, 2016, as amended. These fees shall be in addition to any fees prescribed under the *Land Title Act*, RSBC 1996, Chapter 250".

4. Lions Bay Soil and Material Deposit Bylaw No. 157, 1987:
   (a) Section 6 is amended to read: "Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended".

5. Village of Lions Bay Blasting Bylaw No. 170, 1988:
   (a) Section 5 is amended to read: "Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended".

6. Building Regulation Bylaw 234, 1994:
   (a) The heading for Section 21 is hereby amended by adding the words: "and Fees" to the word: "Schedules";
   (b) The existing Section 21 is hereby renumbered as Section 21(b);
   (c) The following shall be inserted as Section 21(a): "Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended"; and
   (d) Schedule D, Village of Lions Bay Permit Fees, is hereby deleted.

7. Animal Control and Licencing Bylaw No. 461, 2014:
   (a) All references in Sections 5, 11 and 12 to Village of Lions Bay Fees and Charges Bylaw No. 462, 2014 are hereby deleted and replaced with references to Fees Bylaw No. 497, 2016, as amended.

8. Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007, as amended:
   (a) The reference in Section 3.4.1.4 to Fees and Charges Bylaw No. 462, 2014 is hereby replaced with a reference to Fees Bylaw No. 497, 2016, as amended.

9. Traffic and Parking Bylaw No. 413, 2009, as amended:

(a) The following is inserted as Section 35: "Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended".

10. Fire Bylaw No. 428, 2011, as amended:
    (a) Section 53 is hereby renumbered as Section 54;
    (b) The following is hereby inserted as Section 53: "Additional fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended".
    (c) Appendix B is hereby deleted.

11. Development Application Procedures and Fees Bylaw No. 431, 2011, as amended:
    (a) All references in Sections 3 and 12 to Village of Lions Bay Fees and Charges Bylaw No. 462, 2014 are hereby deleted and replaced with references to Fees Bylaw No. 497, 2016, as amended.

12. Village of Lions Bay Outdoor Water Use Bylaw No. 484, 2015:
    (a) The reference in Section 4 of Schedule B to the Village of Lions Bay Fees and Charges Bylaw is hereby deleted and replaced with a reference to Fees Bylaw No. 497, 2016, as amended.

13. Board of Variance Bylaw No. 502, 2016:
    (a) The reference in Section 8.4 to Fees and Charges Bylaw No. 462, 2014 is hereby deleted and replaced with a reference to Fees Bylaw No. 497, 2016, as amended.

Part 6 – EFFECTIVE DATE

6.1 This bylaw shall come into force and take effect on January 1, 2017.

READ A FIRST TIME	**December 15, 2015**
READ A SECOND TIME	**December 15, 2015**
READ A THIRD TIME	**December 6, 2016**
ADOPTED	**December 20, 2016**

Mayor

Corporate Officer

Certified a true copy of Fees Bylaw No. 497, 2016 as adopted.

Corporate Officer

SCHEDULE 1 – GENERAL ADMINISTRATION

Description	**Fee**
Freedom of Information and Protection of Privacy Act Fees payable for requests made under the *Freedom of Information and Protection of Privacy Act and Regulation*	As per *Freedom of Information and Protection of Privacy Act and Regulation*, Schedule of Maximum Fees.* *Note: For commercial applicants, for each service listed, the actual cost to the public body of providing that service shall be determined at the rate of $10.00 per ¼ hour.
Locating, retrieving, producing or preparing records for disclosure	$7.50 per ¼ hour
Shipping documents	Actual cost of shipping method chosen by applicant
Photocopying / printing / scanning documents (FOI)	$0.25 per page (black & white) $1.65 per page (colour)
Copy of house plans	$75 plus actual costs
NSF cheque fee (returned cheques)	$30 per cheque
Tax certificates	$30 each
Property title search from Land Title Office	$25
Reprinted tax / utility documents	$20 per document (no charge for property owner)
Lions Bay Flag	$100
Lions Bay Historical Society Booklet	$10
Lions Bay stickers	$2
Community Garden	$25 per plot annually
Permit under Outdoor Water Use Bylaw No. 484	$40

SCHEDULE 2 – DEVELOPMENT, LAND AND BUILDING SERVICES

Description	**Fee**
Official Community Plan Amendment (Residential)	$2500 or $3000 if combined with rezoning application, plus actual advertising cost, plus 10% thereof, with $700 refunded if no public hearing,.
Zoning Bylaw Amendment (Residential)	$2500, plus actual advertising cost, plus 10% thereof, with $700 refunded if no public hearing.
OCP or Zoning Amendment (Non-Residential)	$2500 for first 465 m2 of building area plus $500 for each additional 100 m2 or part thereof.
Request for Preliminary Review of Subdivision Development Proposal (Initial Meeting)	$250
Request for Preliminary Review of Subdivision Development Proposal (Preliminary Review Process)	$2000 plus $300 for each additional lot after first lot created. Additional expenses may apply per Bylaw No. 431, as amended.
Land Subdivision (Final Approval) Application	$1000 plus $200 for each additional lot after first lot created
Development Permit	$1200
Development Variance Permit	$750
Temporary Use Permit	$1,000 plus $750 for renewal application
Board of Variance	$500
Building Permit Application Fee (non-refundable)	$100
Pre-Building Permit Application Consultation Fee	$75 per hour
Building Permits (based on value of construction): Minimum fee (<$1,000) • $1,000-$9,999 • $10,000-$49,999 • $50,000-$99,999 • $100,000 and greater *The minimum fee for a building permit for a <u>new</u> <u>dwelling</u> shall be not less than the fee for a building having a value of $300,000 ($3,100.00).*	 $150 $150 plus $12 per $1,000 $250 plus $11 per $1,000 $300 plus $10 per $1,000 $400 plus $9 per $1,000 *Building permits are valid for two years at which time a renewal permit is required.*
Permit renewals *A building permit is valid for two years at which time a renewal permit is required.*	75% of Building Permit Fee

Damage Deposit (based on value of construction): • Up to $10,000 • Up to $50,000 • Up to $250,000 • Greater than $250,000 *A Damage Deposit is required when taking out a Building Permit or a Demolition Permit, or when performing other works requiring an engineer's certificate or heavy machinery on Village highways. An occupancy certificate is needed with respect to a Building Permit and an inspection by the Public Works Manager is required prior to a Damage Deposit being returned.*	 $500 $1,500 $3,000 $5,000
Demolition fees: Accessory building or structure All other buildings	 $100 per building $1000 per building
Site Alteration Permit (includes soil and other material deposit or removal and land clearing) Reconsideration by Council	$250 $750
Change of Address	$500
Blasting permit application fee	$250
Secondary suite surcharge	40% of Annual Utility Billing
Tree cutting permit applications	$75 (non-refundable)
Lawn sprinkling permit application	$40
Oil Tank Inspection Fee	$250
Plumbing Fee	$100 plus $25 for each fixture
Sprinkler Permit Fee: New construction Renovations requiring sprinkling	 $125 plus $2.50 per sprinkler head $250 plus $2.50 per sprinkler head
Alternate Solutions: Building Inspector (additional charge if required on more involved issues per Building Bylaw) Code Professional (additional charge if required on more involved issues per Building Bylaw)	 $75 per hour ($225 minimum) Actual cost plus 10%
Extra Inspections (after second inspection)	$100 per inspection
Lot grading (trucking receipt required)	$250 (up to 10 loads) $500 (11-20 loads) $1000 (more than 20 loads)
Pre-inspection of a building being moved within the Village	$500 per structure

When a permit is surrendered and cancelled before any construction begins and the owner has provided written notification that the project will not be undertaken	50% of the building permit fee and 100% of the deposit shall be refunded to the property owner.
Plan review for building design modifications	$75 per hour
Transfer of building permit	$125
Unregistered Encroachment Agreement	$400
Review & registration of Section 219 covenant placed according to the Land Title Act	$400
For discharge of Section 219 covenant placed according to the Land Title Act	$100

**NOTE: All permits include one inspection. All security deposits are refunded, less costs incurred, after Final Inspection*

SCHEDULE 3 – ENGINEERING & PUBLIC WORKS

Description	**Fee**
Water service connection fees	$600 plus actual costs
Sewer service connection fees	$600 plus actual costs
Locate water leak / water shutoff valve on private property / turn water on or off	Regular hours (7 am to 3 pm): $75 per hour or portion, plus equipment costs After hours: $115 per hour (3 hour minimum)
Locate Sewer Pipes / Connection	Regular hours (7 am to 3 pm): $75 per hour or portion, plus equipment costs After hours: $115 per hour (3 hour minimum)
Public Works hourly rate per worker (regular business hours)	$75 per hour
Emergency after hours call-out	$115 per hour (3 hour minimum)
Bear Smart garbage container	$175
Composter Earth Machine	$73.50
Composter turner	$16.30
Carry box	$6.50

SCHEDULE 4 – ANIMAL CONTROL & LICENCING

Description	**Fee**
Annual licence for altered dog	$30 if paid before March 31st or within 30 days of becoming a new resident or obtaining a new dog $60 for all others
Annual licence for unaltered dog	$60 if paid before March 31st or within 30 days of becoming a new resident or obtaining a new dog $90 for all others
Rebate of annual licence fee for dog altered subsequent to licence being paid	$30
Tag replacement	$10

SCHEDULE 5 – TRAFFIC & PARKING FEES

FEES FOR PERMITS

Description	Fee
Extra annual resident parking permit – obtainable by a resident, allows parking in "resident parking" zones	$40 per year (1 free permit for each volunteer firefighter not otherwise receiving a free permit with a property tax notice)
Worksite parking permit for building-site workers for three months – obtainable by homeowners or construction managers on projects, allows parking in "resident parking" or "construction parking" zones	$40 for three months
Film company parking Film worker's personal vehicle Film company truck	Refer to Schedule 7: Filming
Visitor parking day pass – obtainable for visitors, allows parking for one day in "resident only" zones	$15 per vehicle
Special occasion parking for visitors – obtainable by residents, allows parking for one day for guests	$0 per vehicle
Operating a vehicle or combination of vehicles in excess of 63,500 kgs licensed gross vehicle weight on highway	$35 per vehicle load
Monthly fee for parking of extraordinary vehicle or trailer on Village property, with permission of Council Extraordinary vehicle or trailer under 6.1 metres in length Extraordinary Vehicle or trailer 6.1- 6.5 metres in length Extraordinary Vehicle or trailer 6.5-7.7 metres in length Extraordinary Vehicle or trailer over 7.7 metres in length	 $80 per month $80 per month $110 per month $135 per month
Daily fee for placing dumpster on highway	$35

Where work is performed by the Village in cleaning up spills or deposits on a highway, or remediating damage to a highway, fees per hour of work will charged as shown below, to cover staff time plus use of Village equipment. Actual extra costs to the Village for items such as fuel, materials, turf, plants, storage in commercial premises, and equipment rentals required for clean-up or remediation work, will also be charged, based on invoices or receipts for materials or equipment. If work is performed by a commercial contractor under contract to the Village, the actual cost of the contract will be charged, in addition to a $150 flat fee for Village administration time.	
Clean-up of spills or deposits on highway	Regular hours (7 am to 3 pm): $75 per hour or portion, plus equipment costs After hours: $115 per hour (3 hour minimum)

Remediation of damage to highway	Regular hours (7 am to 3 pm): $75 per hour or portion, plus equipment costs After hours: $115 per hour (3 hour minimum)
Administration fee for commercial contract	$150

FEES FOR REMOVALS FROM HIGHWAY

Where vehicles, obstructions and chattels are removed from a highway, fees per hour of work are charged for removals and towing. If these items are not claimed and must subsequently be advertised and sold at auction, a flat fee is charged to cover the cost of storage, administration time and advertising.	
Removal of chattels, obstructions and things seized from highway	Regular hours (7 am to 3 pm): $75 per hour or portion, plus equipment costs After hours: $115 per hour (3 hour minimum) plus $50 per day fee for storage
Towing of vehicle	Actual cost plus Regular hours (7 am to 3 pm): $75 per hour or portion, plus equipment costs After hours: $115 per hour (3 hour minimum)$100 per
Sale of chattels, obstructions and things seized from highway	$1000 flat fee

SCHEDULE 6 – COMMUNITY FACILITY RENTALS

Rental fee includes use of kitchen, tables, chairs and music player.

Description	**Fee***
Hall Rental for private events: Examples of use: dances, weddings, ceremonies, etc.	$220 if liquor being served $110 if no liquor being served *If event occurs over multiple days, the rate above applies per day*
Hall Rental for children's Birthday parties	$60 per event (maximum 4 hours)
Hall Rental for program use: Examples of use: programs contracted through the Village.	20% of revenue per session, or minimum payment amount of $40.00 per month, whichever is greater.
Hall Rental for non-profit groups: Community group activities, meeting a maximum of once per week to a maximum of 12 hours per month. Additional fee for events exceeding the maximum Non-profit community groups (single event)	$40 per month $25 per event $25 per event *This is the fee rate applicable to requests for fee waivers under the Municipal Grant program.*
Hall Drop-In Rate: Examples of use: drop in for casual sports and fitness use (drop in rate does not apply for programs).	Youth: $5 per person per hour Adult (18+): $10 per person per hour *Youth must be supervised by an adult while using Village facilities.*
Meeting Room Rental (accommodates up to 10 persons): Meeting Room A (includes washroom) Meeting Room A and B	$10 per hour (2 hour minimum) per room
Rental of Tennis Courts for Program Use (max 2 hours per day)	20% of revenue per session or minimum payment amount of $40.00 per month, whichever is greater.
Insurance costs (if required)	Actual cost as determined by Village's insurer
Cancellation Fee:	Refer to policy: POL-1408 Refunds & Cancellations

Staff Assistance (assemble/disassemble equipment on-site – excluding stage): **Stage (assemble/disassemble):** **Sound System:** *No offsite rental for stage and sound equipment.*	$50 set up $50 take down $100 $50
Equipment Rental Rates (for off-site use): Table rental Chair rental *Equipment not returned within 72 hours will result in forfeiture of deposit.*	 $10 each $1 each ($10 minimum)
Projector and Laptop Rental: *No offsite rental for projector and laptop.*	$25 per use
Deposit for facility / equipment rental:	Equal to rental fee or minimum of $50, whichever is greater. Refundable in accordance with policy POL- 1407 Community Facility Rentals. Note: Liability for damage or loss is not limited to the deposit amount.

**plus deposit*

SCHEDULE 7 – FILMING

Description	**Fee**
Filming application fee	$250
Filming fee (per day)	$300
Damage deposit	$5000 (refundable)
Filming in VOLB parks	$500
Parking fees: Car Truck	 $25/day $100/day
Filming Liaison	$40/hour
Municipal Services	$80/hour
Fire Rescue Services	$100/hour
Fireworks (pyrotechnics) permit	$100

SCHEDULE 8 – FIRE RESCUE / EMERGENCY PERMITS & FEES

Description	**Fee**
Fire investigation	$200 per person per hour or portion plus actual site security costs
Fire Safety Plan Review	$100
Inspection of buildings other than routine inspections (after 2nd inspection) under the Fire Services Act	$100
Inspection of buildings other than routine inspections (after 3rd and subsequent inspection) under the Fire Services Act	$200
Inspections – special request	$150
Special events fire permit/inspection	$100 per person per hour or portion thereof
Fireworks Permit	$50
Cost recovery for work performed in removal or remediation of a fire hazard at or around a building or premises	$100 per person per hour or portion thereof to cover time plus use of municipal equipment. Actual extra costs for items such as equipment rentals required for clean up or remediation work will also be charged, based on invoices or receipts for materials or equipment. Actual costs of a commercial contractor under contract to the municipality will be charged in addition to a flat fee of $150 for municipal administration.

**Note: all permits include one inspection*

SCHEDULE 9 – MEMORIALS AND DEDICATIONS

Description	**Fee**
Bench Dedication	$1,200 - $1,500 includes cost and installation of bench, cost and installation of plaque and ongoing maintenance.

SCHEDULE 10 – GENERAL

Description	**Fee**
Boat space rental permit at Lions Bay Beach Park	$125 per calendar year if paid by March 31st $150 if paid after March 31st, but before May 31st (after May 31st, boat will be seized and removed) **If a boat space is obtained after March 31st, the lesser permit fee shall apply if payment received within 30 days; the greater permit fee shall apply if payment received after 30 days.*
Seizure and removal of boat from boat space rental area for failure to pay annual fee by June 1st.	$100 plus $20/day for storage
Sale of seized boat if unclaimed for 120 days after seizure.	$500 flat fee

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VILLAGE OF LIONS BAY

Incoming Correspondence - December 20, 2016

General Correspondence:

G-1: Sea to Sky Clean Air Society (Page 1)

G-2: Military Service Recognition Book (Page 12)

G-3: District of Kitimat - Open Letter to Canada (Page 14)

Resident Correspondence:

R-1: Carole Conlin (Page 17)

sea to sky clean air society

RECEIVED
DEC 07 2016

Municipality of Village of Lion's Bay
Pamela Rooke, Chief Financial Officer
Box 141
Lion's Bay, BC V0N 2E0

December 2, 2016

Dear Pamela,

We are seeking your ongoing membership and continued support; both are vital for the work we do on behalf of our airshed communities and for implementing the Air Quality Management Plan. The attached Implementation Plan provides a detailed work plan for what we will accomplish over the next 3 years.

In the coming year, we will continue our work on a number of projects including Bike to Work Week organization in the Sea to Sky Corridor, Burn Smart Workshops, Airshed education, and implementation of the Air Quality Management Plan for the Sea to Sky Airshed.

The Sea to Sky Clean Air Society has gone through a transition this past year. Kim Slater, past Executive Director of the Society, has moved to Ontario to pursue her Ph.D. I am replacing her in that position. Having lived in the Sea to Sky Corridor for 20 years, I am passionate about maintaining our excellent air quality and have a strong background in working with local groups and non-profits on environmental and social issues. I look forward to bringing my diverse skills and experience to the Sea to Sky Clean Air Society. The regional reach of the Sea to Sky Clean Air Society gives us the capacity to collaborate and partner with many different organizations, from governments to the many environmentally focused non-profit societies within the Sea to Sky Airshed. Please do contact me to let me introduce myself or if there is any way we can support or partner with your organization to address local air quality concerns.

Funds that we raise through our membership campaign will help us produce our newsletters, articles and learning materials. It will also enable us to continue supporting clean air research, sharing important air quality and climate change information with the public, and offering support to municipalities and businesses that want to reform their policies and practices with respect to air quality and climate change.

You can read more about our work on our website, www.seatoskyairquality.ca. Please note that the website is currently being updated. We welcome your input, particularly if you would like us to include links to any studies, events or information pertinent to air

sea to sky clean air society

quality issues and concerns. Any input can be directed to seatoskycleanair@gmail.com and we will endeavour to quickly get those links on our website.

To make sure we have your most current contact information and that you receive our updates in a timely fashion, we ask that you please update your information for the Society on the membership form, including any alternate contacts in your organization.

Thanks again for your continued contribution to and support of the Sea to Sky Clean Air Society, and I look forward to working with you in the upcoming year.

Warm Regards,

Shannon Didier
Executive Director
PO Box 1015 Pemberton, BC V0N 2L0
604-966-8273 / seatoskycleanair@gmail.com / www.seatoskyairquality.ca

About the Membership Tiers

Tropo bronze- suitable for very small communities (population under 2000)
Strato Silver- suitable for small to mid-sized communities (population of 2000-5000)
Meso Gold- suitable for mid-sized communities (population of 5000-10000)
Aurora Platinum- suitable for large communities (population over 10,000)

Please note that these membership tiers are suggestions only-members may give what they feel is appropriate.

Benefits

LOCAL GOVERNMENT LEVELS OF MEMBERSHIP	TROPO BRONZE $300	STRATO SILVER $1000	MESO GOLD $2000	AURORA PLATINUM $4000
Newsletter	✓	✓	✓	✓
Featured supporter in website		✓	✓	✓
Logo on website			✓	✓
Consultation			✓	✓

sea to sky clean air society

Sea to Sky Clean Air Society Membership Application Form 2017

Please fill out the applicable information below, and return with payment to:
Sea to Sky Clean Air Society
PO Box 1015
Pemberton, BC
V0N 2L0

Organization: _____

Address: _____

_____

Contact Name: _____ Title: _____

Email address: _____ Phone #: _____

Alternate Contact name: _____

Title: _____ Email: _____

Membership: (please circle) Tropo Bronze ($300) Strato Silver ($1000)

Meso Gold ($2000) Aurora Platinum ($4000)

Alternate Contribution: $_____

Do you require a charitable tax receipt? Yes No

PO Box 1015 Pemberton BC V0N2L0 / 604-966-8273 / seatoskycleanair@gmail.com
www.seatoskyairquality.ca



Sea to Sky Clean Air Society
Air Quality Management Plan
Implementation Framework
2015

Photo: James Wheeler, Flickr, http://bit.ly/1d8zorh



SEA-TO-SKY AIRSHED

FOREWORD

A great deal of gratitude is owed to everyone who contibuted to and participated in the development of this framework.

Thanks to the past, present and future efforts of the Sea-to-Sky Clean Air Society (SSCAS) in working to protect our airshed and champion the Air Quality Management Plan (AQMP). The passion and dedication of all involved- board of directors, members and volunteers- are greatly appreciated.

Thanks to the partners and stakeholders for their time in developing this framework, and for the resources they've contributed in support of it.

Thank you Cariboo Environmental Consulting for completing the AQMP Review (2014).

Finally, extensive gratitude is owed to the British Columbia Ministry of Environment (MoE) for funding the development of this framework, as well as for the ongoing funding and technical support of SSCAS and the AQMP.

BRITISH COLUMBIA
Ministry of Environment



Photo: Kyle Pearce, Flickr, http://bit.ly/1SPs84k

INTRODUCTION

This framework guides implementation of the recommendations contained in the Air Quality Management Plan Review (AQMP-2014) as adopted by the Sea-to-Sky Clean Air Society (SSCAS) Board. "An airshed plan provides a blueprint to help communities manage development and control air-contaminant sources. The process is stakeholder-driven and recognizes that every one of us has a role to play in keeping our air and our communities clean." (BC Ministry of Environment, bcairquality.ca/plans/airshed-planning-bc.html)

The Sea-to-Sky AQMP is designed to maintain or improve air quality in order to protect human health, the environment, and other values. It is a comprehensive road map outlining the actions needed to protect this resource through the use of tools including air quality monitoring, emission controls, policy development, proactive community planning, and public education.

In 2014, a review was undertaken of the AQMP, which evaluated the efficacy to date of the plan and SSCAS as its champion. A number of recommendations were made for strengthening the plan and addressing emissions sources, as well as building SSCAS's capacity for implementing the plan moving forward.

This Implementation Framework serves as an efficient, cost-effective plan that will put the AQMP recommendations into action in the Sea-to-Sky Airshed over the next three years. Framework development included undertaking a review of the original AQMP, identifying strengths and weaknesses, making appropriate recommendations, engaging stakeholders, prioritizing the recommendations, and identifying strategic air quality actions for the next three years.

Transforming these actions into tangible activities and tasks, and providing a timeline for implementing them will deliver this framework. Appropriate indicators and targets have been provided to ensure actions are tracking successfully. These will be reviewed annually, and revised as needed.

While this framework details goals, strategies, and tactics for SSCAS to undertake, it is understood that SSCAS is by no means the lone agent in their implementation. Tackling airshed emissions, and making progress on this framework will require strong collaborative partnerships between airshed stakeholders, as well as cost-sharing and resource-pooling, and support for SSCAS and its work.

ABOUT THE SEA-TO-SKY AIRSHED

The Sea-to-Sky Airshed covered by this framework includes the Sea-to-Sky corridor, which extends approximately 150 kilometres from the Howe Sound entrance at the Strait of Georgia (Vancouver, BC) to the confluence of the Pemberton and Lillooet valleys at Pemberton, BC. It includes the communities of Bowen Island, Gambier Island, Gibsons, Horseshoe Bay, Lions Bay, Squamish, Whistler, and Pemberton (see map inset).

BACKGROUND

This region features stunning natural assets, of which clean air and stunning viewscapes are key components. It has a global reputation for tourism and outdoor recreation, a historical woodfibre and timber industry, and diverse communities. Largely owing to these natural assets, the region is attracting more and more residents, recreational users and tourists every year, which translates into potentially large increases in mobile emissions from vehicles and area emissions from community development. Wood burning, land clearing and forestry are also sources of area emissions. Proposed industrial and commercial developments, notably an LNG processing facility located in Squamish, represent potential new point sources of emissions.

Compounding the issue of existing and potential emissions is the fact that the Sea-to-Sky Airshed possesses geographical features that have the potential to produce poor air circulation. This can lead to the build-up of pollutants, particularly during periods where high-pressure systems prevent pollutant dispersion. Pollutants of particular concern, for impacts to both human health and visibility, are ground-level ozone and fine particulate matter (PM2.5).

The Sea-to-Sky Air Quality Coordinating Committee (AQCC); initially a multi-stakeholder committee consisting of provincial, regional and municipal government representatives of the corridor, transit companies, utility companies and local industry, developed the first Air Quality Management Plan (AQMP) in 2007. The plan was championed by the AQCC, which evolved into the SSCAS. A review of the original AQMP was undertaken in 2014 and the recommendations that resulted have been fashioned into this action-based implementation framework.

CURRENT REALITY

Overall, regional air quality is relatively good, but pressures from mobile, area and point source emissions – both existing and proposed – could result in poor or deteriorating air quality. These pressures do in fact result in occasional exceedances and near exceedances of air quality objectives with respect to particulate matter and ground level ozone, typically at peak tourism times in the summer and winter. Ensuring these exceedances, which can trigger air quality advisories, do not become more frequent, and addressing their root causes so that they may be avoided altogether are key directives of the AQMP (which takes a preventative approach to air quality management aiming to anticipate and ameliorate/minimize possible impacts to air quality) and this Implementation Framework (which details specific steps for SSCAS to take to mitigate emissions in the airshed over the next three years).

DESIRED FUTURE

At a workshop held on February 5, 2015, SSCAS and stakeholders expressed the following aspirations in support of this framework: *Air quality is important to all residents and visitors to the airshed. Through ongoing fundraising, program development, outreach, education and communication, the SSCAS becomes a robust and resilient charitable organization that has the capacity to take the lead on addressing air quality and climate challenges in the region. Focused programs deliver outcomes that protect and enhance regional and local air quality. Regional partners work together to effectively measure, manage and mitigate negative air quality impacts.*


Photo: James Wheeler, Flickr, http://bit.ly/1d8zorh

VISION

Communities in the Sea-to-Sky Airshed will enjoy clean air that sustains and contributes to the health of our residents and guests, our economy, and our environment and wildlife.

PURPOSE

This is a regional, collaborative, action plan for protecting air quality and mitigating emissions in the Sea-to-Sky Airshed that will:

1) Refine the recommendations contained in the 2014 AQMP;
2) Review and prioritize relevant recommendations;
3) Ensure action recommendations are clearly articulated as goals;
4) Provide strategies and tactics across an action timetable, and;
5) Set measureable, accountable indicators and targets.

FRAMEWORK COMPONENTS

Goals

Goals have been set to realize the airshed vision and implementation framework purpose. They are:

1) Enhance Organizational Capacity;
2) Build Strategic Partnerships to Further Stakeholder Collaboration
3) Produce Effective Communications that Drive Positive Air Quality Policies and Behaviours, and;
4) Do successful Projects, Programs and Research

Strategies

For each goal a number of strategies have been derived from the original AQMP and subsequent recommendations derived from the 2014 AQMP review.

Tactics & Indicators

SSCAS Board and stakeholders made tactical suggestions to achieve each strategy. These tactics are guidelines only; this plan is intended to be flexible and adaptable. Tactics may need to be adjusted according to new information and circumstances. Relevant indicators (metrics) were also provided to ensure actions are measureable and can be evaluated for success.

Timeline

SSCAS Board and stakeholders prioritized the strategies and tactics according to the time scope for implementation: Short-term (within one year of adoption of this plan); Mid-term (1-2 years), and; Long-term (2-3 years).

SSCAS will take the lead on this plan, but to succeed, will need support from other airshed stakeholders. Further discussion is needed to identify and fine-tune the roles of those implementing this plan.

Short Term Tactics (under 1 year) | Medium Term Tactics (1-2 years) | Long Term Tactics (3+ years)

GOAL 1: ENHANCE ORGANIZATIONAL CAPACITY

Strategy 1 - Secure Funding

- Obtain financial advice
- Apply for grants
- Charge membership fees
- Gain sponsorships
- Develop products / services to sell
- Organize annual fundraising events

Strategy 2 - Grow Membership

- Create membership program
- Build web platform
- Advertise program
- Create incentives to attract members
- Engage members through face-to-face and virtual campaigns

Strategy 3- Strengthen Governance

- Recruit diverse Board
- Create sub-committees to action priorities
- Annual strategic planning
- Regular check-ins
- Update bylaws re: Board terms
- Bi-annual Board and Staff evaluations
- Terms of reference created for Board positions
- Code of conduct
- Board directors receive training

Strategy 4 -Attract & Retain Volunteers

- Advertise volunteer opportunties through Community Foundation of Whistler newsletter
- Create a volunteer plan
- Follow volunteer plan (advertise volunteer opportunities, create recognition opportunities and volunteer benefits)
- Have volunteers work on long-term action items

Goal 1 Indicators:
1) Sufficient funding to cover overhead and run programs and support 1-3 staff
2) Engaged Board strategically guiding SSCAS
3) Grow volunteer resources

Goal 1 Targets:
1) $50,000 + / year from diverse sources (grants, sponsorships, members)
2) 10+ Board directors, meet 4-6 times per year. Active sub-committees
3) 10 new volunteers / year

GOAL 2: STRENGTHEN STRATEGIC PARTNERSHIPS & STAKEHOLDER ENGAGEMENT

Strategy 1 -Engage Municipalities

- Create municipal membership benefits
- Annual Council presentations
- Howe Sound Forum
- Create engagement survey
- Create and share bylaw templates to achieve standardization throughout region

Strategy 2 - Engage First Nations

- Partner on Burn Smart workshops
- Identify shared interests and potential opportunities for collaboration
- Send invitation to join Board

Strategy 3- Engage Businesses

- Send out invitation to join Board
- Host a stakeholder meeting
- Add key business profiles on SSCAS website

Strategy 4 -Engage Interest Groups

- Identify shared interests and potential opportunities for collaboration
- Attend monthly non-profit meeting (Whistler)
- Team up on events with shared purpose
- Reps join SSCAS Board

Strategy 5 -Engage Public, Youth

- Send a letter to schools to join SSCAS and / or collaborate on youth-focused program(s)
- Identify youth leaders in the region
- Develop youth-focused contest crowdsourcing solution to air quality issue of their choice (idling)

Goal 2 Indicators:
1) Growth of membership
2) Board representation
3) Partnerships / collaborations with other groups

Goal 2 Targets:
1) Grow membership base by 10% / year
2) Board represents airshed communities and key sectors / interest groups
3) 1-2 projects / collaborations / year with other groups

Short Term Tactics (under 1 year) | Medium Term Tactics (1-2 years) | Long Term Tactics (3+ years)

GOAL 3: COMMUNICATIONS THAT DRIVE POSITIVE AIR QUALITY BEHAVIOUR

Strategy 1 - Develop Communications Plan & Policies

- Identify target audiences, channels and messages
- Develop a communications plan
- Develop internal & external communications policies

Strategy 2 - Report on State of Air Quality

- Report out to Councils
- Host an info session
- Create customized reporting tool for web and presentations
- Create a visibility index for the region
- GHG trend report

Strategy 3- Feedback to Stakeholders on Issues

- Create issue statements (WtE, LNG, development, energy, public transportation)
- Create report cards for municipalities / businesses
- Develop web version of report cards for municipalities / businesses

Strategy 4 -Disseminate Air Quality / Climate Information & Action Ideas

- Write 2-4 articles / year
- Facebook posts 1 / week
- Newsletters 4 / year
- Website updates
- Create information resources for different audiences, available on the website
- Share news on local projects / actions
- Track and report on municipal progress on BC Climate Action Charter
- Organize speakers
- Photobook project

Strategy 5 -Share SSCAS Successes

- Do frequent Facebook / website updates
- Newsletters 4 / year
- Include update of successes in annual report
- Hold recognition event for members / volunteers

Goal 3 Indicators:
1) Annual reports
2) Monthly communication via diverse channels
3) Well-attended events

Goal 3 Targets:
1) Thorough annual reports and presentations to airshed communities
2) Grow Facebook likes, website hits, newsletter subscribers by 25%
3) 1-2 events / year. Grow attendance by 10% / year

GOAL 4: PROJECTS, PROGRAMS & RESEARCH THAT HELP TO REDUCE EMISSIONS

Strategy 1 - Reduce Mobile Sources of Emissions

- Complete Clean Air Commute (Bike to Work, Idling Outreach, Carpool Kits)
- Develop fundable programs
- Work with municipalities to standardize & shorten idling bylaws
- Ensure community development plans reference, and integrate with, AQMP

Strategy 2 - Reduce Area Sources of Emissions

- Apply for more funding to continue Woodstove Exchange program
- Implement Burning and Smoke Control Strategic Plan
- Work with municipalities to stengthen and enforce burning bylaws

Strategy 3- Minimize Point Sources of Emissions

- Attend information sessions of industrial developments
- Comment on projects
- Work with proponents to improve reporting and responding to complaints
- Work with MoE towards completion of an emissions inventory

Strategy 4 -Offset GHG Emissions

- Apply for funding for treeplanting project
- Complete restoration / treeplanting project
- Explore app idea for people to offset their travel

Strategy 5 -Support Air Quality and Climate Research

- Participate in research re: climate reporting through LNG EA processes
- Source funding for an emissions inventory
- Work with students (Quest, BCIT) to develop an emissions dispersion model

Goal 4 Indicators:
1) Criteria Air Contaminants (average total by community)
2) Greenhouse Gases (total per capita by community)
3) Health (AQHI + BCAAQO for PM)
4) Visibility & Odour

Goal 4 Targets:
1 , 2 & 3) Decreasing trend from baseline year (2005).
4) Improve trend-reduce visibility / odour complaints (0 per year)

GAPS

While this framework directs the work of SSCAS, commitment from and strong partnerships with stakeholders are required to move it forward. A lack of uptake on actions from airshed stakeholders, as well as SSCAS's limited funding and staff capacity to execute and measure action completion, have been identified as risks to effectively implementing this framework and achieving the desired outcomes. Enhancing SSCAS's organizational capacity and improving stakeholder collaboration are paramount to meeting the shared goals for air quality in this region.

NEXT STEPS

In order for this framework to succeed, there is a need for continuous monitoring and evaluation of its strategies and tactics, and regular reporting on results.

This will be done through:

1. Frequent check-ins with the SSCAS Board of Directors and Staff;
2. Developing collaborative capacity with partners and stakeholders;
3. Annually managing, monitoring and reporting implementation actions and associated tasks;
4. Hosting annual community engagement events to inspire action on air quality and climate change mitigation;
5. Reviewing the implementation framework on an annual basis. A comprehensive review and update will take place every three years.

CONCLUSION

This Implementation Framework will guide the efforts of the SSCAS over the next three years in executing the AQMP and recommendations thereof. It is intended to be a living document that fluidly adapts to dynamic conditions that may include changing emissions sources and key actors and/ or new funding, project or partnership opportunities.

CONTACT

Sea-to-Sky Clean Air Society
PO BOX 1015
Pemberton. BC
V0N 2L0

seatoskycleanair@gmail.com
seatoskyairquality.ca



www.legionbcyukon.ca

British Columbia / Yukon Command
The Royal Canadian Legion

"Military Service Recognition Book"

Dear Sir/Madam:

Thank you for your interest in the **BC/Yukon Command / The Royal Canadian Legion,** representing **British Columbia** and the **Yukon's Veterans.** Please accept this written request for your support, as per our recent telephone conversation.

Our **BC/Yukon Command Legion** is very proud to be printing **9,000 copies** of our Annual "**Military Service Recognition Book",** scheduled for release by Remembrance Day 2017, to help identify and recognize many of the brave **Veterans** of British Columbia and the Yukon who served our Country so well during times of great conflict. This annual publication goes a long way to help the Legion in our job as the **"Keepers of Remembrance",** so that none of us forget the selfless contributions made by our **Veterans.**

We would like to have your organization's support for this Remembrance project by sponsoring an advertisement space in our **"Military Service Recognition Book."** Proceeds raised from this important project will allow us to fund the printing of this unique publication and will also help our Command to improve our services to **Veterans** and the more then 150 communities that we serve throughout British Columbia and the Yukon. The Legion is recognized as one of Canada's largest "Community Service" organizations, and we are an integral part of the communities we serve. This project ensures the Legion's continued success in providing these very worthwhile services.

Please find enclosed a rate sheet for your review, along with a detailed list of some of the many community activities in our **149 Branches and 80 Ladies Auxiliaries** in the **BC/Yukon Command**. Whatever you are able to contribute to this worthwhile endeavor would be greatly appreciated. For further information please contact **BC/Yukon Command Office** toll free at **1-866-354-6277**.

Thank you for your consideration and/or support.

Sincerely,

Marc Tremblay
President

www.legionbcyukon.ca

British Columbia / Yukon Command
The Royal Canadian Legion

"Military Service Recognition Book"

Advertising Prices

Ad Size	Cost		GST		Total
Full Colour Outside Back Cover	$1,795.24	+	$89.76	=	$1,885.00
Inside Front/Back Cover (Full Colour)	$1,595.24	+	$79.76	=	$1,675.00
Full Colour 2-Page Spread	$2,990.48	+	$149.52	=	$3,140.00
Full Page (Full Colour) 7" X 9.735"	$1,495.24	+	$74.76	=	$1,570.00
Full Page 7" X 9.735"	$1,000.00	+	$50.00	=	$1,050.00
½ Page (Full Colour) 7" X 4.735"	$866.67	+	$43.33	=	$910.00
½ Page 7" X 4.735"	$595.24	+	$29.76	=	$625.00
¼ Page (Full Colour) 3.375" X 4.735"	$538.10	+	$26.90	=	$565.00
¼ Page 3.375" X 4.735"	$423.81	+	$21.19	=	$445.00
1/10 Page (Business Card-Full Colour)	$295.24	+	$14.76	=	$310.00
1/10 Page (Business Card) 3.375" X 1.735"	$247.62	+	$12.38	=	$260.00

G.S.T. Registration # R10 793 3913

All typesetting and layout charges are included in the above prices.

A complimentary copy of this year's publication will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation from the BC/Yukon Command.

PLEASE MAKE CHEQUE PAYABLE TO:
BC/Yukon Command
The Royal Canadian Legion
(BC/Y RCL)
(Campaign Office)
P O Box 5555
Vancouver, BC V6B 4B5

An Open Letter to Canada

Adding Value to Our Country by Adding Value to Our Resources

Canada, we must seize every opportunity to process, refine, and add value to our natural resources before exporting to foreign markets. The District of Kitimat, BC (Kitimat) appeals to the nation, including First Nations, government, and business leaders, to identify and pursue opportunities to add value to our nation's natural resources.

Kitimat believes that value-added resource development is critical to the vitality and prosperity of our nation. Value-added resource development boosts local, regional, and national economies, and at the same time reduces risks to our natural environments. This is generally true for all natural resource industries such as oil and gas, forestry, mining, fisheries, and agriculture.

Adding value to natural resources attracts investment, delivers additional tax revenue, captures a greater percentage of the inherent economic value of each product, and preserves and creates both direct and indirect employment.

Adding value to natural resources often reduces environmental risks associated with transporting products, minimizes waste by utilizing a greater percentage of products, and ensures processing occurs under Canada's world class environmental regulations.

It is with these sentiments that Kitimat supports the Government of Canada's recent dismissal of the Enbridge Northern Gateway project, and supports a proposed crude oil tanker moratorium for the Northwest BC coast provided that the moratorium excludes refined products. Kitimat believes the environmental risks associated with tidewater shipping of crude oil outweigh potential economic benefits. Kitimat supports value-added opportunities across the nation that benefit our economy at the same time as reducing environmental risks, including proposed oil refineries and LNG terminals in the Kitimat region.

Kitimat encourages all levels of government—federal, provincial, First Nations, regional, and local—to start a serious conversation about value-added resource opportunities for the benefit of their jurisdictions and constituents. Governments must start collaborating to adopt policies and implement regulations that will facilitate and stimulate value-added resource development.

Kitimat encourages all of Canada to work together to protect our environment and strengthen our economy. Together, we can add value to our nation by adding value to our natural resources. For more information or to lend your support to this initiative visit kitimat.ca/value-added or contact Mayor Phil Germuth at mayor@kitimat.ca.

Respectfully,

Phil Germuth
Mayor of Kitimat

PRESS RELEASE

270 City Centre
Kitimat, BC V8C 2H7
Phone: (250) 632-8900
Fax: (250) 632-4995
E-mail: dok@kitimat.ca

KITIMAT

Date: December 9, 2016

Pages: 2

Issued by: District of Kitimat

District of Kitimat Releases Open Letter Appealing Canada to Add Value to Natural Resources

KITIMAT, BC – The District of Kitimat (Kitimat) has released an open letter to Canada stating "We Canadians must seize opportunities to add value to our natural resources before exporting to foreign markets." The open letter will have full page publication in the Saturday, December 10th editions of The Province, Vancouver Sun, Edmonton Journal, and Ottawa Citizen, and for two weeks following will remain on those publications' online sites.

Kitimat believes that value-added resource development is critical to the vitality and prosperity of our nation. Value-added resource development boosts local, regional, and national economies, and at the same time reduces risks to our natural environments. This is generally true for all natural resource industries such as oil and gas, forestry, mining, fisheries, and agriculture.

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It is with these sentiments that Kitimat supports the Government of Canada's recent dismissal of the Enbridge Northern Gateway project, and supports a proposed crude oil tanker moratorium for the Northwest BC coast provided that the moratorium excludes refined products. Kitimat believes the environmental risks associated with tidewater shipping of crude oil outweigh potential economic benefits. Kitimat supports value-added opportunities across the nation that benefit our economy at the same time as reducing environmental risks, including proposed oil refineries and LNG terminals in the Kitimat region.

Kitimat encourages all levels of government—federal, provincial, First Nations, regional, and local—to start a serious conversation about value-added resource opportunities for the benefit of their jurisdictions and constituents. Governments must start collaborating to adopt policies and implement regulations that will facilitate and stimulate value-added resource development.

In the wake of the Government of Canada's recent oil pipeline decisions, Kitimat believes that Canadian citizens and governments must start discussing and exploring opportunities to add value to oil products prior to export. Refining and adding value to Canada's oil resources before export is a viable opportunity that

Kitimat views as the least controversial and best option to gain tidewater access to international markets from Canada's west coast.

Presently, four value-added megaprojects are proposed for the Kitimat area: Kitimat Clean Refinery (www.kitimatclean.ca), Pacific Future Energy Refinery (www.pacificfutureenergy.com), LNG Canada (www.lngcanada.ca), and Kitimat LNG (www.chevron.ca/kitimatlng). Kitimat is supportive of these projects provided they are able to mitigate potential negative environmental impacts.

Kitimat encourages all of Canada to work together to protect our environment and strengthen our economy. Kitimat encourages citizens, organizations, and First Nations, regional, and local governments to visit www.kitimat.ca/value-added to find information and resources to support adding value to Canada's natural resources. For more information contact Kitimat Mayor, Phil Germuth at mayor@kitimat.ca. Together, we can add value to our nation by adding value to our natural resources.

Quotes:

It only makes sense to add value to Canada's natural resources before exporting them to foreign markets; it is in the best interests of all Canadians. Value-added industrial development helps bolster our economy at the same time as reducing risks to our environment – it is win-win.

Phil Germuth
Mayor of Kitimat

Kitimat's slogan is "A Marvel of Nature and Industry". This motto recognizes our past and present assets of pristine natural environments and world class industrial operations. This motto also reflects our present stance on economic development; Kitimat is in favour of industrial development, as long as the development does not pose a significant threat to our natural environments.

Phil Germuth
Mayor of Kitimat

Operating in the global economy, it is natural that industry will seek profit first and foremost. Therefore, it is essential that all levels of government work together to ensure that citizens' best interests are protected. Canada, its provinces, First Nations, and regional and local governments must start collaborating to implement appropriate policies and regulations to guarantee our natural resources are being utilized in an economically and environmentally sustainable manner.

Phil Germuth
Mayor of Kitimat

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Media contact:

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250.632.8900

From: [redacted]
To: Council @ Lions Bay; Shawna Gilroy
Cc: Jacquie.Dawes@gov.bc.ca
Subject: BC Community Charter prohibits Muncipal services to a private business/organization or providing services a municipality is not authorized to provide
Date: Friday, December 09, 2016 7:51:06 PM

Dear Mayor and Council,
I read your Village News today that indicates the municipality has taken to clearing snow on private property for a business owner for a contracted fee.
Ref: Snow Removal http://files.lionsbay.ca/Village%20Update/161209%20Village%20Update.pdf

I would urge Council to seek legal advice before you continue with this contract agreement.

Canada Post Outlet/Mailbox parking lot is owned by private Strata owners.
The Strata owners rent out the mailbox space to Canada Post.
The owners of the General Store, the Broughtons, are contracted by Canada Post to run a post office.
As part of the contract agreements, the contractors are required to clear the parking lot of snow (the contract actually stipulates the height of the snow when they must start clearing). They are paid an amount of money for this clearing and are free to hire private contractors to clear and remove snow.
Running a post office and renting post office space are private businesses, contracted with the federal government who is responsible for mail. Canada Post mail delivery is not a municipal service.

The Community Charter prohibits municipalities from providing assistance to businesses and organizations unless they are deemed "heritage properties" (Section 25). The Community Charter also prohibits municipalities from providing services that they are not sanctioned to offer (such as private snow clearing, on private property).
"General prohibition against assistance to business and exceptions
25 (1) Unless expressly authorized under this or another Act, a council must not provide a grant, benefit, advantage or other form of assistance to a business, including....."

The Community Charter is clear on the repercussions and penalties as summarized by one municipal law firm:

Consequences of Illegal Acts
The consequences of a council taking any ultra vires (Latin for "beyond the law") action without having the necessary power to do so are serious. Such actions expose the municipality to litigation that can be very costly and often unnecessary. The Courts can declare bylaws invalid and award financial damages to persons who have incurred them because of unlawful actions by Council.
The costs can add up: in addition to paying damages, there are court costs and the fees of opposing counsel as well as the municipality's own. There is also the administrative downtime to be considered. Of course, all of this falls on the taxpayers so the effects can be political, as well.
In some cases an illegal act by a Council can result in a lawsuit against its individual members. For example, section 191 of the Community Charter states that a council member who votes for a bylaw or resolution authorizing the expenditure, investment or other use of money contrary to that Act is personally liable to the municipality for the amount, unless the council member relied on information supplied by a municipal officer or employee who was guilty of dishonesty, gross negligence or malicious or willful misconduct in that regard. The money may be recovered for the municipality from the council member, who will also be disqualified from holding office.

I would appreciate if you would investigate this matter further to determine if the current agreement with the strata and business owners is valid. I have also copied the Ministry responsible for municipalities in the event they can assist you in determine the validity of your offering a business snow plowing services on private land.

Carole Conlin
[redacted]
Lions Bay, BC V0N 2E0