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 THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY
 

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**REGULAR MEETING OF THE COUNCIL  
OF THE VILLAGE OF LIONS BAY  
HELD ON TUESDAY, MAY 8, 2018 at 7:00 PM  
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY**

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## AGENDA

1. **Call to Order**
2. **Adoption of Agenda**
3. **Public Participation (2 minutes per person totalling 10 minutes maximum)**
4. **Public Delegation Requests Accepted by Agenda Deadline (10 minutes maximum)**
5. **Review & Approval of Minutes of Prior Meetings**
  - A. Regular Council Meeting – April 24, 2018 (Page 5)  
 THAT the Regular Council Meeting Minutes of April 24, 2018 be approved as circulated.
6. **Business Arising from the Minutes**
7. **Unfinished Business**
  - A. Follow-Up Action Items from Previous Meetings

#	Meeting Date	Description of Action Item	Person Responsible
32	February 6, 2018	Mayor Buhr and CAO DeJong to work on a Terms of Reference for a Lions trail maintenance committee	Peter and Karl
34	March 20, 2018	G9: Maple Ridge Council to Minister Carole James Re. Employer Health Tax	Karl
38	March 20, 2018	R4: Letter of Apology – school field damage (follow up)	Peter
41	April 10, 2018	Beach park late close (letter to be drafted to in-radius residents)	Peter
42	April 24, 2018	IRR ID 159: Liquor Primary License – Exploration of Cannabis Policy – staff to prepare a report	Peter
43	April 24, 2018	CAO to prepare a report on new TUPS and enforcement	Peter
44	April 24, 2018	Mayor to send a letter re: appointment of	Karl

		Glen Dennison as representative at all DFO stakeholder engagements for the next year	
45	April 24, 2018	Correspondence G2: Canada Infrastructure Plan – Mayor Buhr to respond	Karl

## 8. Reports

### A. Staff

- i. CFO: Award of Contract for Asset Management Investment Plan (Page 15)  
 Recommendation: THAT Council award the contract in the amount of \$30,000 for the development of an Asset Management Investment Plan and an Asset Management Road Map for the Village of Lions Bay to Urban Systems Ltd.; and

THAT the Mayor and CAO be authorized to execute a contract for services with Urban Systems Ltd. in substantial accordance with the draft Services Agreement attached as Schedule B to the subject RFP.

- ii. CFO: 2017 Audited Financial Statements (Page 61)  
 Recommendation: THAT the Village of Lions Bay's 2017 Audited Financial Statements as presented to Council on May 8, 2018 be approved pursuant to the Community Charter section 167;

AND THAT the 2017 Audited Financial Statements be included in the 2017 Annual Report pursuant to the Community Charter section 98.

- iii. CFO: Award of Contract for Parking Meters (Page 85)  
 Recommendation: THAT the CAO be authorized to execute the contract with Precise ParkLink Inc. for the rental, installation and operation of three parking meter stations.

- iv. CFO: Award of Contract to PayByPhone (Page 87)  
 Recommendation: THAT the CAO be authorized to execute the contract with PayByPhone Technologies Inc. for a wireless payment option for the Village's metered parking.

- v. PWM: Verbal Update on Parking Signage

### B. Mayor

- i. Letter to Ministry of Finance (Page 89)  
 Recommendation: THAT Council resolve to send the letter, which is attached to the Mayor's report, to the Ministry of Finance.

- C. Council – None
- D. Committees – None
- E. Emergency Services – None

**9. Resolutions**

A. Special Council Meeting

Recommendation: THAT a Special Council Meeting be scheduled for May 10, 2018 at <<TIME>>

**10. Bylaws**

A. 2018-2022 Five Year Financial Plan Bylaw No. 542, 2018 – Third Reading (Page 93)

Recommendation: THAT the 2018-2022 Five Year Financial Plan Bylaw No. 542, 2018 be read a third time.

B. Tax Rates Bylaw No. 543, 2018 – Third Reading (Page 101)

Recommendation: THAT the Tax Rates Bylaw No. 543, 2018 be read a third time.

C. Fees Bylaw No. 497, 2016, Amendment Bylaw No. 544, 2018 – Three Readings (Page 105)

Recommendation: THAT Fees Bylaw No. 497, 2016, Amendment Bylaw No. 544, 2018 be introduced and read three times.

D. Lions Bay Parks Regulations Bylaw No. 448, 2012, Amendment Bylaw No. 545, 2018 – Three Readings (Page 129)

Recommendation: THAT Parks Regulations Bylaw No. 448, 2012, Amendment Bylaw No. 545, 2018 be introduced and read three times.

E. Traffic and Parking Bylaw No. 413, 2009, Amendment Bylaw No. 546, 2018 – Three Readings (Page 143)

Recommendation: THAT Traffic and Parking Bylaw No. 413, 2009, Amendment Bylaw No. 546, 2018 be introduced and read three times.

**11. Correspondence**

A. List of Correspondence to May 3, 2018 (Page 161)

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

**12. New Business**

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

**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:

- a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- c) labour relations or other employee relations;
- j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act;
- k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

**15. Reporting Out From Closed Portion of Meeting**

**16. Adjournment**



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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**REGULAR MEETING OF THE COUNCIL  
OF THE VILLAGE OF LIONS BAY  
HELD ON TUESDAY, APRIL 24, 2018 at 7:00 PM  
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY**

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**MINUTES**

In Attendance:

Council: Mayor Karl Buhr  
Councillor Fred Bain  
Councillor Norm Barmeier  
Councillor Ron McLaughlin

Regrets: Councillor Jim Hughes

Staff: Chief Administrative Officer Peter DeJong  
Chief Financial Officer Pamela Rooke  
Public Works Manager Nai Jaffer  
Office Coordinator Shawna Gilroy (Recorder)

Delegations: 1

Public: 4

**1. Call to Order**

Mayor Buhr called the meeting to order at 7:02 p.m.

**2. Adoption of Agenda**

Moved/Seconded

THAT item 7C – Village Concerts – Partnering Agreement be added; and

THAT item 8Bii – Appointing Representative to DFO Stakeholder Workshop(s) be added;  
and

THAT item 8Biii – Letter to Minister of Finance be added; and

THAT the agenda be adopted, as amended.

**CARRIED**

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

**A. Neville Abbott**

Mr. Abbott conveyed his take on the discussion about DPAs from the April 10<sup>th</sup> Council Meeting, noting that he was under the impression Council approved a resolution to go back and use the existing bylaws, however the outcome was not as expected after reading the Mayor’s Message last week. He assumed that the existing Bylaw No. 234, which allows for single residential building permits on RS1 properties and the ability for secondary suites, is what Council would be going back to. However, he was concerned that things were not so simple after reading the Mayor’s Message. The CAO clarified that what is still missing are geohazard conditions that may still need to be assessed for any application (advised that the provisions are under the Community Charter and Land Title Act) and that we still have to bring forward an amendment to the OCP Bylaw to provide specific statements and map designations dealing with those conditions and restrictions. Council will be formulating a policy.

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

**A. Anais Bedford – Relaxation of Noise Bylaw**

Ms. Bedford advised Council that she has lived here her whole life and took place in all the events in Lions Bay, and growing up has noticed less activities for teenagers to do. Ms. Bedford informed Council that she has rented the Hall for May 5, 2018 in order to throw an event for her grad class students explaining that her intent is to provide a safe place for the students and will be held from the hours of 8 pm to 11 pm, which would require a relaxation of the noise bylaw. She explained that the last bus out of Lions Bay coordinates with this time and she has been in contact with Translink to request a larger bus to get all students home. She also advised that a security company has been hired to ensure the event will be contained and safe for all. Council agreed to relax the noise bylaw until 11:00 pm on May 5, 2018.

Moved/Seconded

THAT Noise Control Bylaw No. 283, 1998 be relaxed until 11:00 pm on May 5, 2018 for a grad class event in Broughton Hall.

**CARRIED**

**5. Review & Approval of Minutes of Prior Meetings**

**A. Regular Council Meeting – April 10, 2018**

The following items were amended:

- Item 13B – the italicized note explaining the meeting went to recess was moved after the resolution to recess the meeting.
- Item 8Aii – strike the whole paragraph and replace with “CFO Rooke advised Council that per the bylaw, Council’s honoraria increase with inflation, 2017 inflation was 2.12% therefore an increase on the next pay in this amount will be

retro-active to January 1, 2018. CFO Rooke will report to a future meeting regarding the loss of the Municipal Officers allowance.”

- Item 8Aiii – strike the word “downfall” and replace with “downside”.
- Item 8Ci – remove the remainder of the sentence after the word “culprit” and replace with “is unknown”. Strike the next sentence.

Moved/Seconded

THAT the Regular Council Meeting Minutes of April 10, 2018 be approved as amended.

**CARRIED**

## 6. Business Arising from the Minutes

April 10, 2018 Regular Council Meeting:

- Councillor McLaughlin requested that “Beach Park Late Close” be added to the Follow-Up Action Items list.

Moved/Seconded

THAT “Beach Park Late Close” be added to the Follow-Up Action Items under 7A of this agenda.

**CARRIED**

## 7. Unfinished Business

### A. Follow-Up Action Items from Previous Meetings

#	Meeting Date	Description of Action Item	Action
32	February 6, 2018	Mayor Buhr and CAO DeJong to work on a Terms of Reference for a Lions trail maintenance committee	In progress
34	March 20, 2018	G9: Maple Ridge Council to Minister Carole James Re. Employer Health Tax	In progress
37	March 20, 2018	R3: Jerry Blackwell – Proposed Bylaw Amendment	Complete
38	March 20, 2018	R4: Letter of Apology – school field damage (follow up)	In progress
41	April 10, 2018	Beach park late close	In progress – letter to be drafted to in-radius residents

### B. Unresolved and New Information and Resource Requests (IRRs)

Moved/Seconded

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

- ID 141: Trail Signage – move to pre-empted as being addressed through Community Signage initiative.
- ID 145: Traffic Delineator Posts – barriers are a consideration – to be discussed on May 9<sup>th</sup> with CN.
- ID 150: Website Analytics – move to completed
- ID 151: Fire Department Stats – move to completed
- ID 153: Restricted Reserves re. Sale of BB ROW – in progress
- ID 154: Notice Board – move to completed – keep Notice Board where it is
- ID 155: Power to Bus Shelter – in progress – order was placed, waiting for parts
- ID 156: Planting – move to resolutions – on the PWM’s list to do
- ID 157: Reception Nameplate – in progress – staff looking into name plates
- ID 158: Schedule of Utilised Reserves Operation and Capital Expenditure – change owner to McLaughlin – in progress with CFO
- ID 159: Liquor Primary License – remove from IRR and add to FUAL for staff to prepare a report regarding “exploration of cannabis policy” by July 2018
- ID 160: Upper Chambers Door – in progress, remove from IRRs
- ID 161: CAO & PWM Drive Through Village – move to completed
- ID 162: Village Update Direct Sign-Up – move to completed

**CARRIED**

*Audio: 00:56*

C. Village Concerts – Partnering Agreement

CAO DeJong notified Council that Tamara Leger signed the amended agreement earlier in the day; the changes to the agreement were listed.

Moved/Seconded

THAT Council rescind the previous motion to approve the Partnering Agreement and approve the amended agreement in accordance with the changes advised by the CAO; and

THAT the verbal update regarding the changes to the Partnering Agreement be received.

**CARRIED**

*Audio: 01:02*

**8. Reports**

A. Staff

i. CFO: Draft 2018-2022 Five Year Financial Plan

CFO Rooke presented the Draft 2018-2022 Five Year Financial Plan.

Moved/Seconded

THAT the report “Draft 2018-2022 Five Year Financial Plan”, including a new Schedule “B”, be received for information purposes.

**CARRIED**

ii. PWM: Lions Bay Beach Park Tree Removal and Beach Shower

PWM Jaffer updated Council on the finalized costs for the stump removal and beach showers at Lions Bay Beach Park. Council discussed the options provided.

Moved/Seconded

THAT Council direct staff to facilitate the removal and hauling away of both stumps using an excavator and disposal bins for approximately \$4,000; and

THAT Council direct staff to purchase a manufactured beach shower for approximately \$4,000.

**CARRIED**

*Audio: 01:27*

iii. PWM: WorkSafeBC Confined Space Entry Program Order

Council reviewed the WorkSafeBC Confined Space Entry Program Report. PWM Jaffer explained that the Confined Space Entry Program Order must be completed by a certified professional and cannot be done by staff.

Moved/Seconded

THAT Council direct staff to engage with the lowest bidder to complete the necessary works in compliance with WSBC’s order to a maximum of \$15,000 with the funds to be drawn from surplus.

**CARRIED**

*Audio: 01:33*

B. Mayor

i. Recommendations to Council

CAO DeJong provided a verbal response to some of the itemized requests from Mayor Buhr.

Moved/Seconded

THAT the request for information be deferred to the first Council meeting in June, 2018.  
**CARRIED**

*Audio: 01:54*

ii. Appointing Representative to DFO Stakeholder Workshop(s)  
Moved/Seconded

THAT Council appoint Glen Dennison as its representative at all DFO stakeholder engagements for the next year.

**CARRIED**

iii. Letter to Minister of Finance

Council discussed the draft on-table letter to the Minister of Finance. The Mayor to amend the letter and bring back to the next Council meeting.

Moved/Seconded

THAT the Letter to Minister of Finance report be received.

**CARRIED**

*Audio: 02:00*

C. Council

i. Cllr. McLaughlin Information Report re. Volunteers

Councillor McLaughlin discussed implementing changes to the way Volunteer Week is organized. It was agreed that a final determination should be left to the next Council. Staff to bring back to Council at the second Council meeting in November 2018.

Moved/Seconded

THAT the information report, “Volunteer Day Celebration” be received for information.

**CARRIED**

D. Committees

None

E. Emergency Services

None

## 9. Resolutions

A. Acting Chief Administrative Officer

Moved/Seconded

THAT Council appoint the Chief Financial Officer to the role of Acting Chief Administrative Officer and Corporate Officer during any Chief Administrative Officer's vacancies, vacation or sick time.

**CARRIED**

**B. E-Comm Board of Directors Designate**

Moved/Seconded

THAT the Village of Lions Bay nominates Mayor Richard Walton of the District of North Vancouver to represent the Village of Lions Bay on the E-Comm Board of Directors for the 2018-2019 term, such Board to be appointed by E-Comm shareholders at the June 21, 2018 Annual General Meeting.

**CARRIED**

**C. Mayor's Resolution re. Volunteers – Recommendation**

This item was removed from the agenda.

*Audio: 02:08*

Moved/Seconded

THAT items 10A and 10B be moved to be discussed after the closed portion of the meeting.

**CARRIED**

**10. Bylaws**

*Item 10A and 10B were discussed after the closed portion of the meeting.*

**C. Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018**

Council reviewed the changes made to the Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018. Before adoption, the bylaw will first go to the Ministry of Energy, Mines and Petroleum Resources and the Ministry of Healthy Living and Sport Environment.

Moved/Seconded

THAT Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018 be read a third time, as amended.

**CARRIED  
 MAYOR BUHR OPPOSED**

**11. Correspondence**

Moved/Seconded

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

- G1: BC Stone, Gravel and Sand Association – no response
- G2: Canada Infrastructure Plan – Mayor Buhr to respond
- G3: Metro Vancouver Council of Councils Meeting – no response, Council members are attending
- G4: 2018 LMLGA Newsletter – no response
- G5: Metro 2040 Shaping Our Future – no response
- R1: Heather Mossakowski – Park Trees – Mayor responded, no further response

**CARRIED**

**12. New Business**

None

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

None

**14. 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:

- a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- c) labour relations or other employee relations;
- e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- 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;
- j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act;
- k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;

**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 9:47 p.m.*

*The meeting was re-opened to the public at midnight.*

Moved/Seconded

THAT the meeting be extended from midnight to 1:00 a.m. on April 25, 2018.

**CARRIED**

*At midnight, the meeting was extended until 1:00 a.m.*

**15. Reporting Out From Closed Portion of Meeting**

Council approved a resolution pertaining to the remediation of the Harvey Creek access road as follows:

THAT Council resolve to award the Harvey Creek Slide 2 project design and construction to Creus Engineering and North Construction in accordance with the recommendations of staff; and

THAT Council authorize the Mayor and CAO to execute these contracts, in substantially the same form as attached to this Council Report, and any associated documents pertaining to the fulfillment of the contracts.

AND THAT for information purposes, the low bid on the original tender was \$204,407, including a 10% contingency, the second lowest was \$238,441 and the last one was \$295,176. As discussed there were some requirements to reduce the scope, and the unit rates were applied in terms of doing so. The bids were compared after the fact just to reconfirm that there were no changes to the original assessment of the winning bid. Those revised numbers came in at \$130,404, the second one was \$166,063 and the final was \$204,207, also including the 10% contingency.

**10A. 2018-2022 Five Year Financial Plan Bylaw No. 542, 2018**

CAO Rooke provided an amended Schedule B on-table and Council reviewed the changes.

Moved/Seconded

THAT the 2018-2022 Five Year Financial Plan Bylaw No. 542, 2018 be read a first and second time.

**CARRIED**  
**MAYOR BUHR OPPOSED**

10B. Tax Rates Bylaw No. 543, 2018  
Moved/Seconded

THAT the Tax Rates Bylaw No. 543, 2018 be read a first and second time.

**CARRIED**

**16. Adjournment**  
Moved/Seconded

THAT the meeting be adjourned.

**CARRIED**

*The meeting was adjourned at 12:16 a.m.*

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

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

<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Award of Contract for Asset Management Investment Plan</b>		
<b>Author</b>	<b>Pamela Rooke</b>	<b>Reviewed By:</b>	
<b>Date</b>	<b>May 3, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>May 8, 2018 Regular Council Meeting</b>		

### RECOMMENDATION

THAT Council award the contract in the amount of \$30,000 for the development of an Asset Management Investment Plan and an Asset Management Road Map for the Village of Lions Bay to Urban Systems Ltd.; and

That the Mayor and CAO be authorized to execute a contract for services with Urban Systems Ltd. in substantial accordance with the draft Services Agreement attached as Schedule B to the subject RFP.

### ATTACHMENTS:

- Request for Proposal - RFP 18.01 Asset Management Investment Plan

### KEY INFORMATION

On April 5, 2018, staff issued an RFP for an Asset Management Investment Plan. The RFP closed on April 20, 2018 and three proposals were received. All three proposals were of high quality and met the requirements of the RFP. Staff reviewed the proposals, and based upon the evaluation criteria outlined in the RFP, recommend the selection of Urban Systems Ltd. The work will be completed over a six month period.

The 2018 budget includes \$35,000 for asset management projects offset by budgeted grant revenue of \$15,000. A UBCM grant application has been submitted. Staff recommend the project still proceed even if our grant application is not successful. The additional funds would be drawn from surplus.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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### **OPTIONS**

1. Approve the recommendations above, as set out;
2. Amend the recommendations before approving them;
3. Refer the matter back to staff with alternative instructions.

### **PREFERRED OPTION**

Option (1) Approve the recommendations above, as set out.



# The Municipality of the Village of Lions Bay

REQUEST FOR PROPOSAL (RFP)

RFP.18. 01

For

**ASSET MANAGEMENT INVESTMENT PLAN**

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

## 1. GENERAL INFORMATION

Issue Date:	April 5, 2018
Information Meeting:	At the time of issuance of this Request for Proposal (“RFP”), a meeting has not been scheduled (See section 2.1 of this RFP).
Closing Date:	Proposals shall be submitted by no later than April 20, 2018 (the “Closing Date”) at 4:00pm.  The Village of Lions Bay’s Offices are open from 10:00 am to 4:00 pm. The office is closed on Wednesdays, weekends, and statutory holidays.
Address for Proposal Delivery:	The Proponent shall only submit the Proposal (including Schedule C in this RFP) to the Municipality by mail/hand at:  Village of Lions Bay Municipal Offices PO Box 141-400 Centre Rd, Lions Bay BC, V0N 2E0  <b><i>The Proponent shall submit two (2) hard copies and one (1) digital copy on a USB all within a sealed envelope.</i></b> Proponents should phone reception at (604) 921-9333 to confirm receipt of their proposal.
RFP Inquiries / Municipal Representative:	Pamela Rooke, Chief Financial Officer Telephone: (604) 921-9333 Ext. 2 Email: finance@lionsbay.ca
<i>See section 4.4 of this RFP.</i>	
Addenda Process:	If the Municipality determines that an amendment is required to this RFP, the Municipality will issue an addendum that will form part of this RFP and post the addendum on the BC Bid Website at <a href="http://www.bcbid.gov.bc.ca">www.bcbid.gov.bc.ca</a> (the “BC Bid Website”) and upon posting on the BC Bid Website, the addendum will be deemed to form part of this RFP. Upon submitting a Proposal, Proponent will be deemed to have received notice of all addenda that are posted on the BC Bid Website.

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### 3. INTRODUCTION

#### 3.1. Purpose

The Village of Lions Bay seeks a qualified proponent to develop an Asset Management Investment Plan (AMIP). The project will utilize Asset Management BC's "Asset Management for Sustainable Service Delivery: A BC Framework" process for information and guidance to support local governments in moving towards effective service delivery in a financially, socially and environmentally responsible manner. (see Schedule A).

#### 3.2. Definitions

In this RFP the following definitions shall apply:

- (a) **"Agreement"** means a formal written contract between the Municipality and a Preferred Proponent to provide the Services, the preferred form of which is attached as Schedule B;
- (b) **"Municipality"** means the Village of Lions Bay;
- (c) **"Municipal Representative"** has the meaning set out in section 4.4;
- (d) **"Contract"** has the same meaning as Agreement;
- (e) **"Contractor"** means the company/person that is hired under the Agreement to provide the Services;
- (f) **"Evaluation Team"** means the team appointed by the Chief Administrative Officer to evaluate the Proposals in accordance with Part 6 of this RFP;
- (g) **"Exceptions and Departures"** means Schedule C-1 to the form of Proposal attached as part of Schedule C.
- (h) **"Information Meeting"** has the meaning set out in section 4.1 of this RFP;
- (i) **"Preferred Proponent(s)"** means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;
- (j) **"Proponent"** means an entity that submits a Proposal;
- (k) **"Proposal"** means a proposal submitted in response to this RFP;
- (l) **"RFP"** means this Request for Proposals;
- (m) **"Services"** has the meaning set out in Schedule A of this RFP; and
- (n) **"Site"** means the place or places where the Services are to be performed.

## 4. INSTRUCTIONS TO PROPONENTS

### 4.1. Information Meeting

At the time of issuance of this RFP a meeting has not been scheduled.

### 4.2. Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Date but not after. An amendment shall be signed by an authorized signatory of the Proponent in the same manner as provided by section 5.2.

### 4.3. Late Proposals

Proposals received after 4:00 p.m. on the Closing Date may be rejected by the Municipality in its absolute discretion.

### 4.4. Inquiries

All inquiries related to this RFP should be directed in writing to the person named in section 1 of this RFP (the “**Municipal Representative**”). Information obtained from any person or source other than the Municipal Representative may not be relied upon.

Inquiries should be made no less than five (5) days before Closing Date. The Municipality reserves the right not to respond to inquiries made within five (5) days of the Closing Date. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Municipality.

Proponents finding discrepancies or omissions in the Contract or RFP, or having questions as to the meaning or intent of any provision, should immediately notify the Municipal Representative. If the Municipality determines that an amendment is required to this RFP, the Municipal Representative will issue an addendum in accordance with section 1 of this RFP. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

### 4.5. Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

### 4.6. Opening of Proposals

The Municipality intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

#### 4.7. Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the Municipal Representative.

### 5. PROPOSAL SUBMISSION FORM AND CONTENTS

#### 5.1. Form of Proposal

Proponents should complete Schedule C - Form of Proposal. The schedules attached to Schedule C consisting of the following:

C-0 – Proponent Information

C-1 – Exceptions and Departures

C-2 – Proposal Format

C-3 – Pricing Proposal

Proponents are encouraged to use the forms provided and attach additional pages as necessary.

#### 5.2. Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal must be signed by a person or persons authorized to sign on behalf of the Proponent.

#### 5.3. Net Pricing on Proposal

All pricing shown on the Proposal is to be net, with Goods and Services Tax, (and Provincial Sales Tax if applicable), shown separately. All other taxes, duties, insurance in freight, customs clearance and other costs are to be included in the net price.

### 6. EVALUATION AND SELECTION

#### 6.1. Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the Municipality by the Evaluation Team. The Evaluation Team may consult with others including Municipal staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team may give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the Municipality.

## 6.2. Evaluation Criteria

The Evaluation Team will evaluate and may compare all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the Municipality. It is anticipated that the Evaluation Team will use the following criteria as part of its evaluation:

- |  |     |
|--|-----|
| (a) Experience, Reputation and Resources | 30% |
| (b) Approach and Methodology             | 30% |
| (c) Pricing Proposal                     | 40% |

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

The Evaluation Team reserves the right to not complete a detailed evaluation of a Proposal if the Evaluation Team concludes, having undertaken a preliminary review of the Proposal, that the Proponent or Proposal as compared to all the Proposals is not in contention to be the selected Proposal.

## 6.3. Litigation

In addition to any other provision of this RFP, the Municipality may, in 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 Municipality, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the Municipality will consider whether the litigation is likely to affect the Proponent's ability to work with the Municipality, its consultants and representatives and whether the Municipality's experience with the Proponent indicates that there is a risk the Municipality will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

## 6.4. Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

## 6.5. Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

## 6.6. Multiple Preferred Proponents

The Municipality reserves the right and discretion to divide up the Services, either by scope, geographic area, budget availability, fiscal year, or other basis as the Municipality may decide, and to select one or more Preferred Proponents to enter into discussions with the Municipality for one or more Contracts to perform a portion or portions of the Services.

## 6.7. Negotiation of Contract and Award

If the Municipality selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into discussions and/or negotiations with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms and scope of services;
- (b) enter into a Contract with the Preferred Proponent(s); and
- (c) if at any time the Municipality reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Municipality may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

## 7. GENERAL CONDITIONS

### 7.1. Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the Municipality or its representatives and consultants, relating to or arising from this RFP. The Municipality and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

### 7.2. No Tender

This RFP is not a tender and does not commit the Municipality in any way. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal

written Contract. The Proponent may cancel or revoke its Proposal at any time until signing of a formal written Contract. The Municipality may cancel the RFP process at any time until signing of a formal written Contract.

### 7.3. Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Municipality, its elected or appointed officials or employees. The Municipality may rely on such disclosure.

### 7.4. Solicitation of Council Members, Municipal Staff and Municipal Consultants

Proponents and their agents will not contact any member of the Municipality's Council, staff or consultants with respect to this RFP, other than the Municipal Representative named in section 1 of this RFP, at any time prior to the execution of a contract or the cancellation of this RFP and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

### 7.5. Confidentiality

All submissions become the property of the Municipality and will not be returned to the Proponent. All submissions will be held in confidence by the Municipality unless otherwise required by law. Proponents should be aware the Municipality is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

SCHEDULE A – SCOPE OF SERVICES

## Introduction / Objective

The Village of Lions Bay (the “Municipality”) invites proposals from experienced specialized firms in response to the Request for Proposal (RFP) RFP.18. 01 “Asset Management Investment Plan.”

The objective of this project is to develop an Asset Management Investment Plan (AMIP) for the Municipality using Asset Management BC's "Asset Management for Sustainable Service Delivery: A BC Framework” process for information and guidance to support local governments in moving towards effective service delivery in a financially, socially and environmentally responsible manner.

## Background

Lions Bay is a small seaside Village nestled at the base of southern British Columbia's Coast Mountain Range in the northwest corner of the Metro Vancouver Regional District. A mostly residential community of 1,334 people, at 2.51 sq. kilometers the Village is the 12th smallest by land area of 162 municipalities in BC.

The Municipality’s tangible capital assets consist of, but not limited to the following:

- Water network including two treatment plants
- Sanitary network including a treatment plant
- Storm water networks
- Road and transportation network
- Bridges
- Buildings
- Fleet and Equipment

Although components of asset management can be found in everyday practice of the Municipality’s management and operations – as an integrated, long-term approach to infrastructure planning – asset management is a new concept and the Municipality is in the early stages of its development.

## Requirements and Scope

The proponent will be required to understand and align financial, operational, and strategic perspectives while taking into consideration regulatory and administrative requirements and constraints to generate an Integrated Asset Management Investment Plan that is achievable, cohesive, comprehensive and optimized to the Municipality’s operations. The components of the plan will include but are not limited to:

- Compile already established asset inventories from the Village's existing CAD, GIS, and TCA systems as well as any inventories established in existing master plans or engineering reports. A variety of infrastructure reports are available on the Village website under the Reports and Documents Library, including the Infrastructure Master Plan.
- Calculate remaining life and replacement value for each asset by sub-category.
- Calculate annual asset renewal contribution by asset category required to sustain existing infrastructure over the life cycle of the asset (looks outside the 20 year planning horizon).
- Calculate 20 year total and annual expenditure requirements needed to sustain existing infrastructure (within the 20 year horizon).
- Calculate infrastructure deficit (backlog) by asset category.
- Perform sensitivity analysis to determine how investment level changes with asset service life.
- For each asset category, determine historical annual infrastructure investments (5 year average) in asset renewal and compare it to the calculated required investment level to determine if a funding gap exists.
- Prepare an asset renewal report summarizing the results of the asset management investment plan

SCHEDULE B – DRAFT AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT dated for reference **xxx x, 2018**

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:

**[NAME OF FIRM]**, a consulting firm having an address at 123 Address, City, BC, Postal Code (the "Contractor").

WHEREAS the Municipality wishes to engage the Contractor to provide services to develop an Asset Management Investment Plan (AMIP) for the Municipality.

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the Municipality and the Contractor agree as follows:

**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In these General Terms and Conditions:

- (a) "Agreement" means this Agreement and all appendices attached hereto;
- (b) "Municipality" means the Village of Lions Bay;
- (c) "Contractor" means the Contractor who is providing Services under this Agreement;
- (d) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Appendix 2 (or Appendix 3 if applicable), which the Contractor incurs in providing the Services;

- (e) "Fees" means the price set out in Appendix 2 (or Appendix 3 if applicable) for the provision of the Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) "Indemnitees" means the Municipality and all of its elected and appointed officials, officers, employees, servants, representatives, and agents;
- (g) "Proposal" means the Contractor's Proposal attached as Appendix 2;
- (h) "RFP" means the Request for Proposals number RFP.17.10;
- (i) "Services" means the services as described generally in Appendix 1, including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (j) "Term" has the meaning described in Section 3.1

## 1.2 Agreement

This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the following documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) Addenda;
- (c) the RFP;
- (d) the Proposal; and
- (e) other terms, if any, that are agreed to by the parties in writing.

## 1.3 Appendices

The following attached Appendices are part of this Agreement:

Appendix 1 – Scope of Services;

Appendix 2 – Contractor's Proposal;

Appendix 3 –Special Terms and Conditions and Negotiated Changes (if applicable)

## 2. SERVICES

### 2.1 Services

The Contractor covenants and agrees with the Municipality to provide the Services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this Agreement (the “**Services**”). The Services provided will meet the specifications and scope set out in Schedule A of the RFP and the Proposal.

### 2.2 Changes to Services

The Municipality may from time to time, by written notice to the Contractor, make changes in the scope of the Services. The terms of this Agreement will apply to any change in the Services, and the Fees for the changed Services, and the time for the Contractor’s performance, will generally correspond to the Fees and time of performance as described in Appendix 2. The Contractor will not provide any additional Services in excess of the scope of Services requested in writing by the Municipality.

### 2.3 Standard of Care

The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the Municipality is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to provide the Services.

### 2.4 Inspection and Acceptance

All Services performed under this Agreement may be subject to inspection and verification by the Municipality. The Contractor shall provide the Municipality with copies of all documentation deemed necessary by the Municipality for efficient expediting. The Municipality will notify the Contractor in writing of its rejection of any Services which are not in accordance with the description or specifications stipulated in this Agreement and the Contractor shall forthwith rectify all such defects at its own expense and be held liable for any and all expenses or losses resulting from such defect. No acceptance by, or on behalf of, the Municipality shall release the Contractor of its obligations as further stated hereunder.

## 2.5 Holdback for deficient Services

The Municipality may hold back from payments otherwise due to the Contractor up to 200% of a reasonable estimate, as determined by the Municipality, on account of deficient Services. This holdback may be held, without interest, until such deficiency or defect is remedied.

## 2.6 Completion

Completion of the Services shall be made free and clear of all liens and encumbrances within the time, in the manner, and to the destination stipulated in this Agreement. In the event of failure to meet this condition, the Municipality shall be entitled to the return of all monies paid by the Municipality on account of this Agreement and, in addition, may cancel this Agreement without liability or penalty and the Contractor shall be held liable for any and all expenses or losses resulting from such failure.

## 2.7 Patents

The Contractor warrants and guarantees that Services delivered under this Agreement do not infringe any valid patent, industrial design, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the Municipality and all of its elected and appointed officials, officers, employees, servants, representatives and agents, from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the use or sale of any Services supplied under this Agreement.

# 3. TERM

## 3.1 Commencement Date and Term

The Contractor shall provide the Services for the period commencing on [INSERT START DATE] and terminating on [INSERT END DATE] (the "**Term**").

### **3.2 Term May Be Extended**

The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this Agreement will remain in force except where amended in writing by the parties.

### **3.3 Time**

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 2, or as otherwise agreed to in writing by the Municipality and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the Municipality in writing and provide a revised Time Schedule. If the Contractor is delayed by an action or omission of the Municipality, then the Term will be extended for such reasonable time as agreed between the parties.

## **4. PERSONNEL**

### **4.1 Qualified Personnel**

The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.

### **4.2 Listed Personnel and Sub-Contractors**

The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Proposal and the Contractor will not remove any such listed personnel or sub-contractors from the provision of the Services without the prior written approval of the Municipality.

### **4.3 Replacement of Personnel or Sub-Contractors**

If the Municipality reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the Municipality, replace such personnel or sub-contractors.

#### **4.4 Sub-Contractors and Assignment**

Except as provided for in this Agreement, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the Municipality.

#### **4.5 Agreements with Sub-Contractors**

The Contractor will preserve and protect the rights of the Municipality with respect to any Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the Municipality under this Agreement. The Contractor will be as fully responsible to the Municipality for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

### **5. LIMITED AUTHORITY**

#### **5.1 Agent of Municipality**

The Contractor is not and this Agreement does not render the Contractor an agent or employee of the Municipality, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the Municipality, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services.

#### **5.2 Independent Contractor**

The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The Municipality will not control or direct the details, means or process by which the Contractor provides the Services. The Contractor will determine the number of days and hours of work required to properly and completely provide the Services. The Contractor is primarily responsible for provision of the Services and may not delegate or assign the provision of any Services to any other person except as provided for in this Agreement. The Contractor will be solely liable for the wages, benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## 6. FEES

### 6.1 Fees And Disbursements

The Municipality will pay to the Contractor the Fees and Disbursements in accordance with this Agreement. Payment by the Municipality of the Fees and Disbursements will be full payment for the Services and the Contractor will not be entitled to receive any additional payment without the prior written approval of the Municipality.

### 6.2 Costs included in Fees and Disbursements

For greater certainty, costs of general management, non-technical supporting services, general overhead, mobilization/demobilization, travel and all other items associated with the Services are deemed to be covered by the Fees and Disbursements and will not be subject to additional payment by the Municipality.

### 6.3 No increase in Fees and Disbursements without Written Agreement

No increases in Fees and Disbursements will be accepted by the Municipality without prior written acceptance by the Municipality.

### 6.4 Payment

Subject to any contrary provisions set out in this Agreement:

- (a) the Contractor will submit a monthly invoice (the “**Invoice**”) to the Municipality requesting payment of the portion of the Fees and Disbursements relating to the Services provided in the previous month and including the following information:
- an invoice number;
  - the Contractor's name, address and telephone number;
  - the Municipality's reference number for the Services: to be provided on execution of a signed contract;
  - the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed Services during the previous month;
  - the percentage of Services completed at the end of the previous month;
  - the total budget for the Services and the amount of the budget expended to the date of the Invoice;
  - taxes (if any); and

- grand total of the Invoice;
- (b) the Contractor will on request from the Municipality provide receipts and invoices for all Disbursements claimed;
  - (c) if the Municipality reasonably determines that any portion of an Invoice is not payable, then the Municipality will so advise the Contractor;
  - (d) the Municipality will pay the portion of an Invoice which the Municipality determines is payable within 30 days of the receipt of the Invoice less any deductions for setoffs or holdbacks permitted by this Agreement, except the Municipality may hold back from payments 10% of the amount the Municipality determines is payable to the Contractor until such time as the Municipality gives final approval of completion of work;
  - (e) if the Contractor offers the Municipality a cash discount for early payment, then the Municipality may, at the Municipality's sole discretion, pay the portion of an Invoice which the Municipality determines is payable at any time after receipt of the Invoice;
  - (f) Invoices will be submitted by the Contractor by mail to:
  - (g) Accounts Payable Department
  - (h) Village of Lions Bay
  - (i) PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0;
  - (j) the payment by the Municipality of any invoice will not bind the Municipality with respect to any subsequent payment or final payment and will not mean that the Municipality has accepted Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement; and
  - (k) unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

## 6.5 Records

The Contractor will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the Municipality, the Contractor will make the records available open to audit examination by the Municipality at any time during regular business hours during the time the Contractor is providing the Services and for a period of six years after the Services are complete. This

right to audit shall include sub-contractors to the Contractor. The Contractor shall ensure the Municipality has this right to audit with all sub-contractors.

#### **6.6 Non-Residents**

If the Contractor is a non-resident of Canada and does not provide to the Municipality a waiver of regulation letter, the Municipality will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

### **7. MUNICIPALITY'S RESPONSIBILITIES**

#### **7.1 Municipal Information**

The Municipality will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the Municipality has in its files and records that relate to the Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the Municipality in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

#### **7.2 Municipal Decisions**

The Municipality will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

#### **7.3 Notice of Defect**

If the Municipality observes or otherwise becomes aware of any fault in the Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the Municipality the obligation to review the Contractor's performance of the Services.

## 8. INDEMNITY, INSURANCE, DAMAGES AND LICENCING

### 8.1 Indemnity

The Contractor will indemnify and save harmless the Municipality and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the “**Indemnitees**”), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

### 8.2 Survival of Indemnity

The indemnity described in section 8.1 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

### 8.3 Contractor's Insurance Policies

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the Municipality from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability and broad form loss of use and personal injury, and the Municipality will be added as an additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than five million (\$5,000,000) dollars per occurrence for bodily injury, death and damage to property;
- (c) professional errors and omissions liability insurance, in an amount not less than two million (\$2,000,000) dollars; and
- (d) Contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

#### **8.4 Insurance Requirements**

The Contractor will provide the Municipality with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the Municipality. The Contractor will, on request from the Municipality, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the Municipality with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the Municipality has an insurable interest; the builder's risk policy will have the Municipality as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the Municipality or any insurer of the Municipality.

#### **8.5 Contractor Responsibilities**

The Contractor acknowledges that any requirements by the Municipality as to the amount of coverage under any policy of insurance will not constitute a representation by the Municipality that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

#### **8.6 Additional Insurance**

The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the Municipality may reasonably direct.

### 8.7 Waiver of Subrogation

The Contractor hereby waives all rights of recourse against the Municipality for loss or damage to the Contractor's property.

### 8.8 Protection of Property

The Contractor shall protect Municipality's property and adjacent properties from damage that may arise as the result of the Contractor's operations under the Agreement. Any such damage caused by the Contractor shall be made good by the Contractor at the Contractor's expense.

### 8.9 WorkSafe BC And Occupational Health And Safety

The Contractor agrees that:

- (a) it will, at its own expense, procure and carry full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in the supply of the Services;
- (b) the Municipality has the unfettered right to set off the amount of the unpaid premiums and assessments for the WorkSafe BC coverage against any monies owing by the Municipality to the Contractor and the Municipality will have the right to withhold payment under this Agreement until the WorkSafe BC premiums, assessments or penalties in respect of the Services have been paid in full;
- (c) it will provide the Municipality with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing;
- (d) it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*, it will have a safety program in place that meets the requirements of the WorkSafe BC Occupational Health and Safety Regulation and the *Workers Compensation Act*, as prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services and that person will be the person so identified in Schedule C, of the Proposal, and the Contractor will advise the Municipality immediately in writing if the name or contact number of the qualified coordinator changes;
- (e) without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the

Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC;

- (f) it will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto;
- (g) the Municipality may, on 24 hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person; however, in no case will the Municipality be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard; and
- (h) it understands and undertakes to comply with all the WorkSafe BC Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations.

## 9. TERMINATION

### 9.1 By the Municipality

The Municipality may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of the provision of all Services, such notice to be determined by the Municipality at its sole discretion. Upon receipt of such notice, the Contractor will provide no further Services other than what is reasonably required to terminate the supply of Services and return the Municipality's property to the Municipality. Despite any other provision of this Agreement, if the Municipality terminates this Agreement before the completion of providing all the Services, the Municipality will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the Municipality in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the Municipality to the

Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not supplied or other profit opportunities.

## 9.2 Termination for Cause

The Municipality may terminate this Agreement for cause as follows:

- (a) if the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Municipality may, without prejudice to any other right or remedy the Municipality may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) if the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the Municipality within five days after delivery of written notice from the Municipality to the Contractor, then the Municipality may, without prejudice to any other right or remedy the Municipality may have, terminate this Agreement by giving the Contractor further written notice.

If the Municipality terminates this Agreement as provided by this Section, then the Municipality may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (d) withhold payment of any amount owing to the Contractor under this Agreement for the Services;
- (e) set-off the total cost of completing the Services incurred by the Municipality against any amounts owing to the Contractor under this Agreement, and at the completion of the provision of Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the provision of Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

## 9.3 Curing Defaults

If the Contractor is in default of any of its obligations under this Agreement, then the Municipality may without terminating this Agreement, upon five days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or

construed to mean that the Municipality has any duty or obligation to remedy any default of the Contractor.

## **10. COMPLIANCE WITH LAWS**

### **10.1 Applicable Laws**

This Agreement shall be governed by and construed in accordance with the laws and statutes of the Province of British Columbia, regulations or bylaws. The Municipality and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts and that any reference to any statute, regulation or bylaw refers to that enactment as it may be amended or replaced from time to time.

### **10.2 Compliance with Applicable Laws**

The Contractor will provide the Services in full compliance with all applicable federal, provincial and municipal enactments and regulations.

### **10.3 Interpretation of Enactments**

The Contractor will, as a qualified and experienced contractor, interpret enactments and regulations applicable to the provision of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the Municipality will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

## **11. CONFIDENTIALITY, DISCLOSURE OF INFORMATION AND WORK PRODUCT**

### **11.1 No Disclosure**

Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this Agreement, and will not, without the prior express written consent of the Municipality, publish, release, disclose or permit to be disclosed any such information to any person or

corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services.

### 11.2 Freedom of Information and Protection of Privacy Act

The Contractor acknowledges that the Municipality is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the Municipality required by law.

### 11.3 Return of Property

The Contractor agrees to return to the Municipality all of the Municipality's property at the completion of this Agreement, including any and all copies or originals of reports provided by the Municipality.

### 11.4 Use of Work Product

The Contractor hereby sells, assigns and transfers to the Municipality the right, title and interest required for the Municipality to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor.

## 12. DISPUTE RESOLUTION

### 12.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("**Dispute**") using the dispute resolution procedures set out in this section 12.1 as follows:

- (a) the parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations;
- (b) If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within seven days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial

Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Lions Bay, British Columbia, or such other place as the Municipality may, in its sole discretion, specify. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation; and

- (c) If within 90 days of the request for mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then the parties may mutually agree to submit the Dispute to binding arbitration in accordance with the rules of the British Columbia International Commercial Arbitration Centre, or either party may, without further notice, commence litigation.

### **13. MUNICIPAL POWERS**

#### **13.1 Powers Preserved**

Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the Municipality in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

#### **13.2 No financial commitments beyond current fiscal year**

The Contractor recognizes and agrees that the Municipality cannot make financial commitments beyond the Municipality's current fiscal year. The Municipality will annually make good faith requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If Municipality Council does not appropriate funds, or appropriates insufficient funds, the Municipality will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the Municipality, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

## **14. GENERAL**

### **14.1 Entire Agreement**

This Agreement, including the Appendices and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Services. In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the Municipality, the Municipality accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the Municipality.

### **14.2 Amendment**

This Agreement may be amended only by agreement in writing, signed by both parties.

### **14.3 Merger And Survival**

The representations, agreements, covenants and obligations set out in this Agreement shall survive the performance of the Services and payment of the Fees and Disbursements.

### **14.4 Unenforceability**

If any provision of this Agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

### **14.5 Cumulative Remedies**

The Municipality's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the Municipality at law or in equity.

### **14.6 Notices**

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile or email, by acknowledgement; or
- (c) by mail, five calendar days after posting.

The addresses for delivery will be as shown in the Proposal.

#### **14.7 Headings**

The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

#### **14.8 Assignment**

This Agreement may not be assigned in whole or in part by the Contractor without the prior written consent of the Municipality.

#### **14.9 Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

#### **14.10 Waiver**

Any failure of the Municipality at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the Municipality's right at any time to avail itself of any remedies as the Municipality may have for any breach of the terms and conditions.

#### **14.11 Counterparts**

This Agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file by email or as a hard copy.

#### **14.12 Enurement**

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Municipality and the Contractor.

END OF PAGE

WHEREFORE, the parties have executed this Agreement on the dates indicated below:

VILLAGE OF LIONS BAY by its authorized signatories:

c/s

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer:

Date executed: \_\_\_\_\_, 2018.

*[INSERT CONTRACTORS LEGAL NAME]* by its authorized signatories:

\_\_\_\_\_  
[Name of Signatory]

\_\_\_\_\_  
[Name of Signatory]

Date executed: \_\_\_\_\_, 2018.

**APPENDIX 1 –SERVICES**

The Services shall consist of all Services described in this Agreement, the RFP and the Proposal (as amended by Appendix 3 if applicable) and shall include the following:

The proponent will be required to understand and align financial, operational, and strategic perspectives while taking into consideration regulatory and administrative requirements and constraints to generate an Integrated Asset Management Investment Plan that is achievable, cohesive, comprehensive and optimized to the Municipality's operations. The components of the plan will include but are not limited to:

- Compile already established asset inventories from the Village's existing CAD, GIS, and TCA systems as well as any inventories established in existing master plans or engineering reports. A variety of infrastructure reports are available on the Village website under the Reports and Documents Library, including the Infrastructure Master Plan.
- Calculate remaining life and replacement value for each asset by sub-category.
- Calculate annual asset renewal contribution by asset category required to sustain existing infrastructure over the life cycle of the asset (looks outside the 20 year planning horizon).
- Calculate 20 year total and annual expenditure requirements needed to sustain existing infrastructure (within the 20 year horizon).
- Calculate infrastructure deficit (backlog) by asset category.
- Perform sensitivity analysis to determine how investment level changes with asset service life.
- For each asset category, determine historical annual infrastructure investments (5 year average) in asset renewal and compare it to the calculated required investment level to determine if a funding gap exists.
- Prepare an asset renewal report summarizing the results of the asset management investment plan

APPENDIX 2 – PROPOSAL

*[INSERT COPY OF PROPOSAL]*

**APPENDIX 3 – SPECIAL TERMS AND CONDITIONS AND NEGOTIATED CHANGES**

*[INSERT ANY SPECIAL TERMS AND CONDITIONS AND/OR NEGOTIATED CHANGES TO RFP, PROPOSAL AND THIS AGREEMENT].*

SCHEDULE C – FORM OF PROPOSAL

## Schedule C0 – Proponent Information

### *Attach Schedule C to the front of your proposal*

RFP Project Title: Asset Management Investment Plan

RFP Reference Number: RFP.18. 01

Legal Name of Proponent:

Contact Person and Title:

GST Number:

WorkSafe Number:

Business Address:

Telephone:

Fax:

Email Address:

### To the Village of Lions Bay,

- 1.0 **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 posted on the BC Bid Website (or having received directly), and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.
- 2.0 **I/We confirm** that the following schedules are attached to and form a part of this Proposal:
  - 2.1 Schedule C-0 – Proponent Information;
  - 2.2 Schedule C-1 – Exceptions and Departures;
  - 2.3 Schedule C-2 – Proposal Format
  - 2.4 Schedule C-3 – Pricing Proposal
- 3.0 **I/We confirm** that this proposal is accurate and true to best of my/our knowledge.

- 4.0 I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the “prime contractor” as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the “prime contractor”, I/we will notify the Municipality immediately, and I/we will indemnify and hold the Municipality harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the Municipality in connection with any failure to so notify the Municipality.
- 5.0 I/We confirm that by submitting a proposal and signing below, the undersigned declares that the owners and officers of the Proponent have no relationship with any employee, elected official, or committee member of the Municipality, or any other relationship or circumstance which could be perceived to be a conflict of interest, unless such relationship or circumstance is fully disclosed and attached to this form.

This Proposal is submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

I/We have the authority to sign on behalf of the 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 C1 – Exceptions and Departures

If the Proponent takes exception to any of the requirements, terms or conditions contained in the RFP Documents please identify all such exceptions here. Proponents may add additional lines to the table below if required.

Reference should be made in each case to the relevant provision(s) of the RFP Documents to which the exception applies and, to the extent possible, Proponent should submit the wording it would propose.

**Note:** Exceptions not identified and submitted below may not be considered at a later date.

*As of the date of this proposal, we advise that we have the ability to meet all of the above requirements except as follows (list in order of priority, if any):*

Section Reference	Exception Description	Rationale	Proposed Wording

I/We offer the following alternates to improve the Services described in the RFP (list, if any):

Section	Requested Departure(s) / Alternative(s)

The Proponent acknowledges that the departures it has requested in Schedule C 1 will not form part of the Contract unless and until the Municipality agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

## Schedule C2 – Proposal Format

### PROFILE, EXPERIENCE AND QUALIFICATIONS:

Proposals should include a description of the firm's capabilities and background that makes it well suited to this project. The profile will also include:

- the manager who the Proponent has appointed to lead the Proponent's project team and who will be the sole source of contact for the Municipality;
- the professional designation, responsibilities, qualifications, and relevant experience of each of the Proponent's project team members;

### APPROACH AND METHODOLOGY

Proposals should include a detailed work plan outlining all relevant tasks and the personnel, estimated hours, hourly rates and total estimated costs for each task as well as:

- detailed breakdown of anticipated disbursements including, but not limited to, vehicle costs, mileage, travel, meals, lodging and administrative support;
- a detailed outline clearly describing the methodology anticipated to complete this consulting assignment;
- a list of all relevant tasks, meetings, milestones, and deliverables required to complete this assignment;

### REFERENCES

Proposals must include three (3) references who the proponent has done similar work for.

Proposals must address the RFP content requirements outlined herein, must be well ordered, detailed, and comprehensive. Clarity of language, adherence to suggested structuring, and adequate, accessible documentation is essential to the Municipality's ability to conduct a thorough evaluation. The Municipality is interested in Proposals that demonstrate a proven track record of assisting communities in developing asset management investment plans.

**Schedule C3 – Pricing Proposal**

Indicate the Proponent’s proposed Fee (excluding GST), and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows:

Item No.	Unit Pricing
1. Project Initiation	
2. Compile Asset Inventory	
3. Develop AMIP	
4. Prepare Briefing Documents	
<b>Disbursements:</b>	
<b>Subtotal (Net Price):</b>	
<b>GST:</b>	
<b>TOTAL PROPOSAL PRICE (including taxes):</b>	

**Additional Expenses (if applicable):**

The proposed Agreement attached as Schedule “B” to the RFP provides that expenses are to be included within the Fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed Fee and proposed disbursements set out above:

Intentionally Blank



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>2017 Audited Financial Statements</b>		
<b>Author</b>	<b>Pamela Rooke</b>	<b>Reviewed By:</b>	
<b>Date</b>	<b>May 3, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>May 8, 2018 Regular Council Meeting</b>		

**RECOMMENDATION**

THAT the Village of Lions Bay’s 2017 Audited Financial Statements as presented to Council on May 8, 2018 be approved pursuant to the Community Charter section 167;  
 AND THAT the 2017 Audited Financial Statements be included in the 2017 Annual Report pursuant to the Community Charter section 98.

**ATTACHMENTS**

- Draft 2017 Audited Financial Statements

**KEY INFORMATION**

At the May 8, 2018 Council Strategy Committee Meeting, Council received and reviewed a formal report on the Village’s December 31, 2017 Audited Financial Statements. The report was presented by Bill Cox, BDO Canada LLP, the Village’s external auditor.

**Village of Lions Bay  
Financial Statements  
For the year ended December 31, 2017**

DRAFT

**Village of Lions Bay  
Financial Statements  
For the year ended December 31, 2017**

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## Management's Responsibility for the Financial Statements

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The accompanying financial statements of the Village of Lions Bay (the "Village") are the responsibility of management and have been prepared in accordance with Canadian public sector accounting standards as recommended by the Public Sector Accounting Board of the Chartered Professional Accountants Canada. A summary of the significant accounting policies are described in the summary of significant accounting policies which proceed the notes to the financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The Village's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the financial statements. These systems are monitored and evaluated by management.

Mayor and Council meet with management and the external auditors to review the financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the financial statements.

The financial statements have been audited by BDO Canada LLP, independent external auditors appointed by the Village. The accompanying Independent Auditor's Report outlines their responsibilities, the scope of their examination and their opinion on the Village's financial statements.

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Pamela Rooke, CPA, CMA  
Chief Financial Officer

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Peter DeJong  
Chief Administrative Officer

May xx, 2018

## **Independent Auditor's Report**

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### **To the Mayor and Councilors of the Village of Lions Bay**

We have audited the accompanying financial statements of the Village of Lions Bay, which comprise the Statement of Financial Position as at December 31, 2017, the Statements of Operations, Change in Net Financial Assets and Cash Flows for the year then ended, and a summary of significant accounting policies, and other explanatory information.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Village of Lions Bay as at December 31, 2017 and the results of its operations, changes in net financial assets and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Chartered Professional Accountants

Vancouver, British Columbia

May xx, 2018

**Village of Lions Bay**  
**Statement of Financial Position**

<b>December 31</b>	<b>2017</b>	<b>2016</b>
<b>Financial Assets</b>		
Cash and cash equivalents	\$ 2,832,436	\$ 2,195,869
Accounts receivable	372,761	244,295
Grants receivable	288,908	33,588
Assets held for sale (Note 1)	85,866	-
	<b>3,579,971</b>	<b>2,473,752</b>
<b>Liabilities</b>		
Accounts payable	544,660	295,962
Sick, overtime, wellness and vacation payable	117,216	86,518
Deferred revenue (Note 2)	687,214	25,217
Developer deposits (Note 3)	138,000	126,000
Equipment financing (Note 4)	147,173	52,320
Long- term debt (Note 5)	1,717,456	1,197,868
	<b>3,351,719</b>	<b>1,783,885</b>
<b>Net Financial Assets</b>	<b>228,252</b>	<b>689,867</b>
<b>Non-Financial Assets</b>		
Tangible capital assets (Schedule 3)	20,840,295	19,665,444
Prepaid expenses	1,017	2,039
	<b>20,841,312</b>	<b>19,667,483</b>
<b>Accumulated Surplus (Note 10)</b>	<b>\$ 21,069,564</b>	<b>\$ 20,357,350</b>

Contingent liabilities and commitments (Note 7)

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Pamela Rooke CPA, CMA  
Chief Financial Officer

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Karl Buhr  
Mayor

**Village of Lions Bay  
Statement of Operations**

<b>For the year ended December 31</b>	Financial Plan	
	2017	2016
	(Note 8)	
<b>Revenue</b> (Schedule 1 & 2)		
Taxation (Note 6)	\$ 1,453,628	\$ 1,407,804
Utility user rates	1,087,239	1,031,686
Government transfers	2,897,116	530,322
Sale of services	152,253	110,746
Other revenues	110,832	132,654
Gain (Loss) on disposal of tangible capital assets	3,219,250	(15,285)
	<u>8,920,318</u>	<u>3,197,927</u>
<b>Expenses</b> (Schedules 1 & 2)		
General departmental expenses	2,435,766	2,044,564
Water system operations	818,654	816,450
Sewer system operations	71,677	84,912
	<u>3,326,097</u>	<u>2,945,926</u>
<b>Annual Surplus</b>	5,594,221	252,001
<b>Accumulated Surplus, beginning of year</b>	20,357,350	20,105,349
<b>Accumulated Surplus, end of year</b>	<u>\$ 25,951,571</u>	<u>\$ 20,357,350</u>

The accompanying summary of significant accounting policies and notes are an integral part of these financial statements.

**Village of Lions Bay**  
**Statement of Change in Net Financial Assets**

<b>For the year ended December 31</b>	Financial Plan 2017	<b>2017</b>	2016
	(Note 8)		
<b>Annual surplus</b>	\$ 5,594,221	<b>\$ 712,214</b>	\$ 252,001
<b>Change in Tangible Capital Assets</b>			
Acquisition of tangible capital assets	(4,041,280)	<b>(1,788,754)</b>	(173,191)
Amortization of tangible capital assets	507,494	<b>518,681</b>	490,222
Loss on disposals of tangible capital assets	-	<b>9,356</b>	15,285
Tangible capital assets transferred to assets held for sale	-	<b>85,866</b>	-
	(3,533,786)	<b>(1,174,851)</b>	332,316
<b>Change in Other Non-Financial Assets</b>			
Net use of prepaid expenses	-	<b>1,022</b>	6,309
<b>Change in net financial assets for the year</b>	2,060,435	<b>(461,615)</b>	590,626
<b>Net financial assets, beginning of year</b>	689,867	<b>689,867</b>	99,241
<b>Net financial assets, end of year</b>	\$ 2,750,302	<b>\$ 228,252</b>	\$ 689,867

**Village of Lions Bay  
Statement of Cash Flows**

<b>For the year ended December 31</b>	<b>2017</b>	<b>2016</b>
<b>Cash provided by (used in)</b>		
<b>Operating transactions</b>		
Annual surplus	\$ 712,214	\$ 252,001
Items not involving cash		
Amortization expense	518,681	490,222
Loss on disposal of tangible capital assets	9,356	15,285
Changes in non-cash operating balances		
Accounts receivable	(128,466)	(12,024)
Grants receivable	(255,320)	174,570
Developer deposits	12,000	9,000
Deferred revenue	661,997	(1,198)
Accounts payable	248,698	(30,552)
Sick, overtime, wellness and vacation payable	30,698	34,184
Prepaid expenses	1,022	6,309
	<b>1,810,880</b>	<b>937,797</b>
<b>Capital transactions</b>		
Cash used to acquire tangible capital assets	(1,657,858)	(173,191)
<b>Financing transactions</b>		
Repayment of equipment financing	(36,043)	(34,980)
Repayment of long-term debt principal	(86,312)	(78,627)
Issue of long-term debt	605,900	-
	<b>483,545</b>	<b>(113,607)</b>
<b>Increase in cash and equivalents during the year</b>	<b>636,567</b>	<b>650,999</b>
<b>Cash and equivalents, beginning of year</b>	<b>2,195,869</b>	<b>1,544,870</b>
<b>Cash and equivalents, end of year</b>	<b>\$ 2,832,436</b>	<b>\$ 2,195,869</b>
<b>Supplemental information:</b>		
Interest paid on long-term debt	\$ 89,322	\$ 90,241
Tangible capital assets acquired through equipment financing	\$ 130,896	\$ -

The accompanying summary of significant accounting policies and notes are an integral part of these financial statements.

## Village of Lions Bay

### Summary of Significant Accounting Policies

**December 31, 2017**

The Village of Lions Bay ("The Village") is a municipality in the province of British Columbia operating under the provisions of the Community Charter. The Village provides a wide range of services to the residents such as parks and recreation, fire and rescue, general government services, solid waste collection, and maintenance of roads, storm drainage, water and sewer infrastructure and facilities. The Village prepares its financial statements in accordance with Canadian public sector accounting standards ("PSAS") using guidelines developed by the Public Sector Accounting Board of the Chartered Professional Accountants Canada.

**Basis of Accounting** The basis of accounting followed in these financial statements is an accrual method and includes revenues in the period in which the transactions or events occurred that gave rise to the revenues and expenses in the period the goods and services are acquired and a liability is incurred.

The financial statements include the accounts of all funds of the Village. Interfund transactions and balances have been eliminated.

**Cash and  
Cash Equivalents**

Cash and cash equivalents include bank balances and bank term deposits or guaranteed income certificates with duration of less than three months at the time of purchase. All amounts are held at Canadian chartered banks and are denominated in Canadian dollars.

**Tangible Capital  
Assets**

Tangible capital assets are recorded at cost less accumulated amortization and are classified according to their functional use. Cost includes all costs directly attributable to acquisition or construction of the tangible capital asset including transportation costs, installation costs, design and engineering fees, legal fees and site preparation costs. Amortization is recorded on a straight-line basis over the estimated life of the tangible capital asset commencing once the asset is put into use. Contributed tangible capital assets are recorded at fair value at the time of the contribution.

Estimated useful lives of tangible capital assets are as follows:

Land improvements	7 to 40 years
Buildings	20 to 50 years
Storm Sewer	25 to 50 years
Equipment, furniture, and vehicles	5 to 20 years
Infrastructure - water	5 to 80 years
Infrastructure - sewer	5 to 100 years
Roads	10 to 60 years
Other	5 to 60 years

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**Village of Lions Bay**  
**Summary of Significant Accounting Policies**

**December 31, 2017**

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**Revenue Recognition**

Taxes are recorded when they meet the definition of an asset, have been authorized and the taxable event occurs. Taxes receivable are recognized net of allowance for anticipated uncollectible amounts.

Through the British Columbia Assessments appeal process, taxes may be adjusted by way of supplementary roll adjustments. The effects of these adjustments on taxes are recognized at the time they are awarded. Levies imposed by other taxing authorities, including the Greater Vancouver Regional District, are not included as taxes for municipal purposes.

Charges for sewer, water usage and solid waste collection are recorded as user fees. Connection fee revenues are recognized when the connection has been established.

Government transfers, which include legislative grants, are recognized in the financial statements when received if the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfers are recognized as deferred revenue when transfer stipulations give rise to a liability. Government transfer revenue is recognized in the statement of operations as the stipulation liabilities are settled.

Sales of service and other revenue is recognized on an accrual basis.

**Use of Estimates**

The preparation of financial statements in accordance with PSAS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future. A significant area requiring management estimates relates to the useful life of tangible assets for amortization calculations.

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**Village of Lions Bay**  
**Summary of Significant Accounting Policies**

**December 31, 2017**

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**Financial Instruments**      The Village's financial instruments consist of cash and cash equivalents, accounts receivable, grant receivable, accounts payable and long-term debt. Unless otherwise noted, it is management's opinion that the Village is not exposed to significant interest, currency or credit risk arising from these financial instruments.

**Deferred Revenue**      Funds received for specific purposes which are externally restricted by legislation, regulation or agreement and are not available for general municipal purposes are accounted for as deferred revenue on the statement of financial position. The revenue is recognized in the statement of operations in the year in which it is used for the specified purpose.

**Contaminated Sites**      Contaminated sites are a result of contamination being introduced into air, soil, water or sediment of a chemical, organic or radioactive material or live organism that exceeds an environmental standard. Liabilities are recorded net of any expected recoveries.

A liability for remediation of contaminated sites is recognized when all of the following criteria are met:

1. an environmental standard exists;
2. contamination exceeds the environmental standard;
3. the Authority is directly responsible or accepts responsibility;
4. it is expected that future economic benefits will be given up; and
5. a reasonable estimate of the amount can be made.

The liability is recognized as management's estimate of the cost of post-remediation including operation, maintenance and monitoring that are an integral part of the remediation strategy for a contaminated site. There is no liability for contaminated sites recorded as at December 31, 2017 or 2016.

**Village of Lions Bay**  
**Notes to Financial Statements**

**December 31, 2017**

**1. Assets Held for Sale**

During 2017, the Village listed a parcel of land as available for sale. The net book value of land previously classified in tangible capital assets is \$85,866.

**2. Deferred Revenue**

	<b>2017</b>	<b>2016</b>
Restricted cash donations	\$ -	1,000
Contributions for future use	<b>23,392</b>	-
Government transfers	<b>641,671</b>	-
Prepaid taxes	<b>22,151</b>	<b>24,217</b>
	<b>\$ 687,214</b>	<b>\$ 25,217</b>

**3. Developer Deposits**

Bylaw 330 requires an applicant for certain building permits to pay a damage deposit of \$1,500 when the work is under \$50,000 and \$3,000 when the work is over \$50,000. The deposit less any costs incurred by the Village in restoring or replacing any damaged works or property will be returned to the applicant. The total cash on deposit of \$138,000 (2016 - \$126,000) has been reported as a liability because the deposits will be returned to the applicants at the completion of the project. Any portion of these deposits used for replacing damaged works or property will be taken into income by the Village in the period it is determined that restoration or replacement is required.

**Village of Lions Bay**  
**Notes to Financial Statements**

**December 31, 2017**

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**4. Equipment Financing**

The Village has entered into obligations for vehicles and emergency radios with future payment requirements as follows:

2018	\$	36,029
2019		19,621
2020		19,621
2021		19,621
2022		19,621
Thereafter		<u>49,052</u>
Total future minimum lease payments	\$	163,565
Less: Imputed interest (at 3%)		<u>(16,392)</u>
Present value of minimum lease payments	\$	<u>147,173</u>

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**5. Long-term Debt**

Loan Authorization Bylaw No. 353 was adopted on January 20th, 2005 and gave approval for the Village to borrow up to \$250,000 to assist in providing water services to the specified area of Brunswick Beach whose owners had opted to finance their share of costs over twenty years through a local parcel tax. The actual amount of the loan honoured was \$114,000. The interest rate is 5.1% and the debt matures in 2025. The balance outstanding under this bylaw at year-end was \$52,569 (2016 - \$58,427).

Loan Authorization Bylaw No. 401 and 374 were respectively adopted on June 2, 2008 and September 19, 2006 and gave approval for the Village to borrow up to \$800,000 and \$600,000 to assist in providing construction improvements to the water system servicing the Village of Lions Bay. The interest rate is 5.15% and the debt matures in 2028. The balance outstanding under the bylaws at year-end was \$902,456 (2016 - \$966,798).

Loan Authorization Bylaw No. 380 was adopted on September 19, 2006 and gave approval for the Village to borrow up to \$1,300,000 to assist in providing construction improvements to the Village of Lions Bay road system. In 2008, Council reduced the approved borrowing for the bylaw to \$500,000 and \$250,000 was borrowed. The interest rate is 5.15% and the debt matures in 2028. The balance outstanding under this bylaw at year-end was \$161,153 (2016 - \$172,643).

**Village of Lions Bay**  
**Notes to Financial Statements**

**December 31, 2017**

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**5. Long-term Debt (con't)**

Loan Authorization Bylaw No. 508 was adopted on December 6, 2016 and gave approval for the Village to borrow up to \$3,000,000 to assist in providing construction improvements to the Village's water and stormwater distribution network, the water storage system and bridges. In 2017, the Village borrowed \$460,900 for the replacement of the Village's water storage facilities. The interest rate is 3.15% and the debt matures in 2047. The balance outstanding under this bylaw at year-end was \$460,900. The authorized but unissued balance at year-end was \$2,539,100.

During 2017, the Village borrowed \$145,000 through the MFA Equipment Financing program to purchase a backhoe. The interest rate is variable based on CDOR rate (1.94% at year-end) and the debt matures in 2022. The balance outstanding at year-end was \$140,378.

Repayments of debt to the Municipal Finance Authority of BC (MFABC) required in the next five years and thereafter are as follows:

2018	\$	122,258
2019		126,432
2020		130,766
2021		135,268
2022		135,855
Thereafter		<u>1,066,877</u>
	\$	<u>1,717,456</u>

**Village of Lions Bay**  
**Notes to Financial Statements**

**December 31, 2017**

**6. Taxation**

	Financial Plan		
	2017	<b>2017</b>	2016
	(Note 8)		
General purposes	\$ 1,443,043	<b>\$ 1,443,062</b>	\$ 1,371,873
Collections for other tax authorities			
School Taxes - Province	-	<b>809,787</b>	731,816
RCMP	-	<b>149,139</b>	124,250
Regional District	-	<b>46,873</b>	41,983
Greater Vancouver Transportation Authority	-	<b>205,929</b>	194,440
Municipal Finance Authority	-	<b>186</b>	136
British Columbia Assessment Authority	-	<b>40,505</b>	37,184
	<u>1,443,043</u>	<u><b>2,695,481</b></u>	<u>2,501,682</u>
Transfers to other tax authorities			
School Taxes - Province	-	<b>809,787</b>	731,816
RCMP	-	<b>149,139</b>	124,250
Regional District	-	<b>46,873</b>	41,983
Greater Vancouver Transportation Authority	-	<b>205,929</b>	194,440
Municipal Finance Authority	-	<b>186</b>	136
British Columbia Assessment Authority	-	<b>40,505</b>	37,184
	<u>-</u>	<u><b>1,252,419</b></u>	<u>1,129,809</u>
Available for general purposes	1,443,043	<b>1,443,062</b>	1,371,873
Water utility parcel taxes	10,585	<b>10,585</b>	10,585
Sewer utility parcel taxes	-	-	25,346
	<u>\$ 1,453,628</u>	<u><b>\$ 1,453,647</b></u>	<u>\$ 1,407,804</u>

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**Village of Lions Bay**  
**Notes to Financial Statements**

**December 31, 2017**

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**7. Contingent Liabilities and Commitments**

- (i) The Village is responsible as a member of the Greater Vancouver Regional District for its portion of any operating deficits or capital debt related to functions in which it participates.
- (ii) The Village is a participant in the Municipal Insurance Association of British Columbia (the "Association"). Should the Association pay out claims in excess of the premiums received, it is possible that the Village, along with the other participants, would be required to contribute towards the deficit. Management does not consider external payments under this contingency to be likely and therefore no amounts have been accrued.
- (iii) The Village is a shareholder and member of the Emergency Communications for British Columbia Incorporated ("E-Comm") whose services provided include: regional 9-1-1 call centre; Wide Area Radio network, dispatch operations; and records management. The Village has 1 Class A Share (Police and Fire) and no Class B Shares (Operations) (of a total of 28 Class A and 23 Class B shares issued and outstanding as at December 31, 2017) recorded at nominal cost. As a Class A shareholder, the Village shares in both funding the future operations and capital obligations of E-Comm (in accordance with a cost sharing formula), including any lease obligations committed to by E-Comm up to the shareholder's withdrawal date.
- (iv) Under borrowing arrangements with MFA, the Village is required to lodge security by means of demand notes and interest bearing cash deposits based on the amount of the borrowing. As a condition of these borrowings, a portion of the debenture proceeds is withheld by the MFA as a debt reserve fund. These deposits are held by the MFA as security against the possibility of debt repayment default. If the debt is repaid without default, the deposits are refunded to the Village. The balance of the deposits and contingent demand notes are not included in the financial statements of the Village.
- (v) The Village is the subject to litigation in regard to employment matters. In addition, the Village is from time to time involved in other lawsuits. The Village vigorously defends any such claims. At December 31, 2017 there is not sufficient information available to allow the Village to make a reasonable estimate of the potential for loss, if any, resulting from outstanding matters. Accordingly, these financial statements contain no provision for such amounts. Amounts will be recorded in the financial statements in the period in which additional information becomes available that allows a reasonable estimate to be made.

**Village of Lions Bay**  
**Notes to Financial Statements**

**December 31, 2017**

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**8. Financial Plan**

Financial plan amounts represent the Financial Plan Bylaw adopted by Council on May 5, 2017 with adjustments for items accounted for differently under PSAS.

The Financial Plan Bylaw anticipated use of surpluses accumulated in previous years to balance against current year expenditures in excess of current year revenues. In addition, the Financial Plan Bylaw anticipated capital expenditures rather than amortization expense and repayment of debt during the year.

The following shows how these amounts were combined:

	<b>2017</b>
Financial Plan Bylaw surplus for the year	\$ -
Add back:	
Capital expenditures	4,041,280
Repayment of Debt	109,521
MFA Actuarial Gain on Debt	20,422
Budgeted transfers to accumulated surplus	2,391,362
Less:	
Proceeds from Borrowing	(460,870)
Amortization	(507,494)
	<b>\$ 5,594,221</b>

**9. Pension Plan**

The employer and its employees contribute to the Municipal Pension Plan (a jointly trustee pension plan). The board of trustees, representing plan members and employers, is responsible for administering the plan, including investment of assets and administration of benefits. The plan is a multi-employer defined benefit pension plan. Basic pension benefits are based on a formula. As at December 31, 2016, the plan has about 193,000 active members and approximately 90,000 retired members. Active members include approximately 38,000 contributors from local governments.

Every three years, an actuarial valuation is performed to assess the financial position of the plan and adequacy of plan funding. The actuary determines an appropriate combined employer and member contribution rate to fund the plan. The actuary's calculated contribution rate is based on the entry-age normal cost method, which produces the long-term rate of member and employer contributions sufficient to provide benefits for average future entrants to the plan. This rate may be adjusted for the amortization of any actuarial funding surplus and will be adjusted for the amortization of any unfunded actuarial liability.

**Village of Lions Bay**  
**Notes to Financial Statements**

**December 31, 2017**

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**9. Pension Plan (con't)**

The most recent valuation for the Municipal Pension Plan as of December 31, 2015, indicated a \$2,224 million funding surplus for basic pension benefits on a going concern basis. As a result of the 2015 basic account actuarial valuation surplus and pursuant to the joint trustee agreement, \$1,927 million was transferred to the rate stabilization account and \$297 million of the surplus ensured the required contribution rates remained unchanged.

The next valuation will be as at December 31, 2018, with results available in 2019.

Employers participating in the plan record their pension expense as the amount of employer contributions made during the fiscal year (defined contribution pension plan accounting). This is because the plan records accrued liabilities and accrued assets for the plan in aggregate, resulting in no consistent and reliable basis for allocating the obligation, assets and cost to individual employers participating in the plan.

The Village paid \$68,673 (2016 - \$52,723) for employer contributions while employees contributed \$62,970 (2016 - \$52,918) to the plan in fiscal 2017.

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**10. Accumulated Surplus**

The components of accumulated surplus are as follows:

	<b>2017</b>	2016
Invested in tangible capital assets	<b>\$ 19,061,532</b>	\$ 18,415,256
Reserve funds	<b>848,534</b>	783,555
Unrestricted amounts	<b>1,159,498</b>	1,158,539
	<b>\$ 21,069,564</b>	\$ 20,357,350

The increase in reserve funds in the current year of \$64,979 represents the receipt of \$56,502 of unrestricted funds for Gas Tax Funding, a \$350 donation to the Curly Stewart Fund, with the balance of \$8,127 representing interest credited to reserve funds for the year.

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**Village of Lions Bay**  
**Notes to Financial Statements**

**December 31, 2017**

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**11. Segmented Information**

The Village is a diversified municipal government institution that provides a wide range of services to its residents such as parks and recreation, maintenance of roads, fire and rescue, sewer and water utilities and solid waste collection. Key functional segments have been separately disclosed in Schedule 1. Following is a brief description of these segments and the activities they provide:

**General Government**

This segment relates to the general administration of the Village. It also includes revenues and expenses such as property tax revenues, legal costs, etc. that cannot be directly attributed to a specific segment.

**Protective Services**

Protective Services is comprised of fire and rescue services, bylaw enforcement and emergency services. The fire and rescue department is responsible for providing fire suppression service, fire prevention programs, training and education and highway call-out services. The members of the fire department are volunteer fire fighters.

**Public Works Operation**

Public works and transportation is responsible for the maintenance of roads, storm drainage, water and sewer infrastructure and building facilities.

**Solid Waste Collection**

Solid waste collection consists of recycling services and waste collection.

**Planning and Development**

This segment includes building inspection, zoning and community planning such as land use master plan.

**Recreational and Cultural Services**

This service area provides services meant to improve the health and development of the residents. They include recreation programs in the community centre, maintenance of trails, parks and beaches.

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**Village of Lions Bay  
Notes to Financial Statements**

**December 31, 2017**

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**12. Comparative Figures**

Certain comparative amounts have been reclassified to conform with the current year's presentation.

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**Village of Lions Bay**  
**Schedule 1 - Combined Statement of Operations by Segment**

For the year ended December 31, 2017

	General Government	Protective Services	Public Works Operation	Solid Waste Collection	Planning and Development	Park Recreation and Culture	Water Utility	Sewer Utility	2017 Actual	2017 Financial Plan
										(Note 8)
<b>Revenues</b>										
Taxation	\$ 1,443,062	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,585	\$ -	\$ 1,453,647	\$ 1,453,628
Utility user rates and connection fees	-	-	-	185,795	-	-	834,605	67,234	1,087,634	1,087,239
Government transfers	370,191	20,375	-	-	-	11,200	354,409	-	756,175	2,897,116
Sales of services	5,980	63,125	300	3,902	96,253	24,169	16,845	1,921	212,495	152,253
Other revenues	61,470	151,296	-	-	-	-	36,984	3,911	253,661	110,832
Loss on disposal of tangible capital assets	-	-	-	-	-	-	(9,356)	-	(9,356)	3,219,250
	1,880,703	234,796	300	189,697	96,253	35,369	1,244,072	73,066	3,754,256	8,920,318
<b>Expenses</b>										
Operating										
Goods and services	132,321	227,467	191,423	181,090	77,890	105,082	210,078	41,571	1,166,922	1,442,767
Labour	544,816	116,138	187,586	-	28,493	119,504	256,957	13,623	1,267,117	1,284,380
Amortization	340,597	-	-	-	-	-	163,456	14,628	518,681	507,494
	1,017,734	343,605	379,009	181,090	106,383	224,586	630,491	69,822	2,952,720	3,234,641
Interest	-	-	14,392	-	-	-	74,930	-	89,322	91,456
	1,017,734	343,605	393,401	181,090	106,383	224,586	705,421	69,822	3,042,042	3,326,097
<b>Annual surplus (deficiency)</b>	\$ 862,969	\$ (108,809)	\$ (393,101)	\$ 8,607	\$ (10,130)	\$ (189,217)	\$ 538,651	\$ 3,244	\$ 712,214	\$ 5,594,221

**Village of Lions Bay**  
**Schedule 2 - Combined Statement of Operations by Segment**

For the year ended December 31, 2016

	General Government	Protective Services	Public Works Operation	Solid Waste Collection	Planning and Development	Park Recreation and Culture	Water Utility	Sewer Utility	2016 Actual	2016 Financial Plan
										(Note 8)
<b>Revenues</b>										
Taxation	\$ 1,371,873	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,585	\$ 25,346	\$ 1,407,804	\$ 1,410,612
Utility user rates and connection fees	-	-	-	199,999	-	-	786,865	44,822	1,031,686	1,033,030
Government transfers	352,823	-	-	-	-	4,527	172,972	-	530,322	707,613
Sales of services	5,167	45,779	1,975	112	32,955	24,758	-	-	110,746	93,835
Other revenues	47,717	69,990	-	-	-	-	14,347	600	132,654	87,205
Loss on disposal of tangible capital assets	(15,285)	-	-	-	-	-	-	-	(15,285)	-
	1,762,295	115,769	1,975	200,111	32,955	29,285	984,769	70,768	3,197,927	3,332,295
<b>Expenses</b>										
Operating										
Goods and services	160,968	176,532	149,704	198,645	21,082	70,024	326,564	40,226	1,143,745	1,425,064
Labour	502,789	117,875	171,882	-	45,171	105,318	263,722	14,961	1,221,718	1,212,908
Amortization	309,558	-	-	-	-	-	150,939	29,725	490,222	553,787
	973,315	294,407	321,586	198,645	66,253	175,342	741,225	84,912	2,855,685	3,191,759
Interest	-	-	15,016	-	-	-	75,225	-	90,241	90,241
	973,315	294,407	336,602	198,645	66,253	175,342	816,450	84,912	2,945,926	3,282,000
<b>Annual surplus (deficiency)</b>	\$ 788,980	\$ (178,638)	\$ (334,627)	\$ 1,466	\$ (33,298)	\$ (146,057)	\$ 168,319	\$ (14,144)	\$ 252,001	\$ 50,295

**Village of Lions Bay**  
**Schedule 3 - Tangible Capital Assets**

**For the year ended December 31, 2017**

	Land	Buildings	Equipment & Furniture & Vehicles	Land Improvements	Water	Sewer	Roads	Storm Sewer	Other	WIP - General	2017 Total	2016 Total
<b>Cost, beginning of year</b>	\$ 11,115,625	\$ 2,112,010	\$ 1,723,796	\$ 195,678	\$ 6,960,301	\$ 795,715	\$ 4,357,566	\$ 101,450	\$ 81,801	\$ 64,130	\$ 27,508,072	\$ 27,355,814
<b>Additions</b>	776,243	27,870	389,960	5,447	239,717	-	-	-	-	349,517	1,788,754	173,191
<b>Disposals</b>	(85,866)	-	-	-	(9,848)	-	-	-	-	-	(95,714)	(20,933)
<b>Cost, end of year</b>	11,806,002	2,139,880	2,113,756	201,125	7,190,170	795,715	4,357,566	101,450	81,801	413,647	29,201,112	27,508,072
<b>Accumulated amortization, beginning of year</b>	-	730,137	1,125,468	74,790	2,584,480	571,888	2,665,486	77,290	13,089	-	7,842,628	7,358,054
<b>Amortization</b>	-	49,933	170,687	9,389	163,456	14,628	107,710	1,242	1,636	-	518,681	490,222
<b>Disposals</b>	-	-	-	-	(492)	-	-	-	-	-	(492)	(5,648)
<b>Accumulated amortization, end of year</b>	-	780,070	1,296,155	84,179	2,747,444	586,516	2,773,196	78,532	14,725	-	8,360,817	7,842,628
<b>Net carrying amount, end of year</b>	\$ 11,806,002	1,359,810	817,601	116,946	4,442,726	209,199	1,584,370	22,918	67,076	413,647	20,840,295	\$ 19,665,444

Included in disposals are transfers to assets held for sale of \$85,866 (Note 1).



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Award of Contract for Parking Meters</b>		
<b>Author</b>	<b>Pamela Rooke</b>	<b>Reviewed By:</b>	
<b>Date</b>	<b>May 3, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>May 8, 2018 Regular Council Meeting</b>		

### RECOMMENDATION

That the CAO be authorized to execute the contract with Precise ParkLink Inc. for the rental, installation and operation of three parking meter stations.

### KEY INFORMATION

The 2018 budget includes parking meter revenue and costs to install parking meters at Kelvin Grove Beach, Lions Bay Beach Park and Sunset from June to September.

### OPTIONS

1. Approve the recommendation above, as set out;
2. Amend the recommendations before approving it;
3. Refer the matter back to staff with alternative instructions.

### PREFERRED OPTION

Option (1) Approve the recommendation above, as set out.

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## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Award of Contract to PayByPhone</b>		
<b>Author</b>	<b>Pamela Rooke</b>	<b>Reviewed By:</b>	
<b>Date</b>	<b>May 3, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>May 8, 2018 Regular Council Meeting</b>		

### RECOMMENDATION

That the CAO be authorized to execute the contract with PayByPhone Technologies Inc. for a wireless payment option for the Village's metered parking.

### KEY INFORMATION

The 2018 budget includes parking meter revenue and costs to install parking meters at Kelvin Grove Beach, Lions Bay Beach Park and Sunset from June to September. The PayByPhone mobile payment service allows consumers to pay for the metered parking through personal devices (cell phones) or other wireless systems.

### OPTIONS

1. Approve the recommendation above, as set out;
2. Amend the recommendations before approving it;
3. Refer the matter back to staff with alternative instructions.

### PREFERRED OPTION

Option (1) Approve the recommendation above, as set out.

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Type	Recommendation to Council		
Title	Write to the Minister of Finance protesting three new property taxes		
Author	Mayor Buhr	Reviewed By:	N/A
Date	May 3, 2018	Version	2
Issued for	May 8, 2018 Council Meeting		

### BACKGROUND

As I reported to Council last meeting, the provincial government has implemented three taxes that impact Lions Bay.

1. MOF is unresponsive, but it is likely that Lions Bay is subject to the BC “speculation tax,” whereby vacant residential properties in select areas not rented out in increments of 30 days or more for at least three months (six months from 2019), require payment of 0.5% on the property value, with a \$2,000 credit for BC residents (from 2019, 2% for foreign investors and satellite families, 1% for Canadian citizens and permanent residents not in BC, and the 0.5% for those in BC).
2. A surtax of 0.5% of assessed value on residential properties assessed over \$3 mil. plus 0.4% of the portion over \$4 mil.
3. Over and above a now 20% foreign buyer tax, a further tax of 5% of the transaction over \$3 mil., on top of the existing 3% from \$2 mil. to 3 mil., 2% between \$200,000 and \$2 mil, and 1% of the price under \$200,000.

### RECOMMENDATION FOR COUNCIL RESOLUTION

I recommend that Council resolve to send the following letter:

[Date]

By mail

The Hon. Carole James  
 Minister of Finance & Deputy Premier  
 Room 153  
 Parliament Buildings  
 Victoria, BC V8V 1X4

Dear Minister:

I write per Council resolution, on behalf of the Village of Lions Bay.

1. We still await Ministry confirmation that Lions Bay, a member of the MVRD, is subject to the **speculation tax**<sup>1</sup>. While we have no way of knowing property owner motivations, we do know this tax will have little to no effect on long-term rental stock in Lions Bay: owners of vacant properties will either pay it, or sell, but they aren't going to start renting now if they weren't already. Worse, this tax messes with our own planning. We have just put in place a carefully honed new Zoning Bylaw to restrict short term rentals and encourage supply of secondary suites and carriage houses. In Lions Bay we prefer the carrot, not a stick. The rest of BC may be different.

Lions Bay's 2018 average residential assessment is \$1.7 mil. [TBC]. If unoccupied to the rules and owned by a typical US summer resident, this average property would pay a tax of \$8,500 [TBC] in 2018 and \$34,000 [TBC] in 2019. That's ludicrous, and makes Lions Bay (and all such affected communities) undesirable to a wide range of bona fide buyers. If this tax stands, we respectfully request that it be paid to us to run our own underfunded, sub-economic municipality (for example, to fund needed staff housing).

2. We dislike the capricious **surtax**<sup>2</sup> on properties over \$3 mil. In 2018 this tax would impact 35 [TBC] of our 585 [TBC] total residential parcels. And it is not "a little more." It would raise a further \$379,000 [TBC] in Lions Bay, an amount equal to 36 percent of total municipal property tax! Our 2018 property tax on the 35 parcels in question is \$254,022 [TBC], and the reason we're not squeezing another \$379,000 from them –if we had the legislative power to so discriminate -- is because it would be patently unfair. And it's disingenuous to tell owners they can defer taxation to their estate—when the cash is paid is irrelevant. If government believes that our taxpayers do have the ability to pay 36 percent more, we respectfully request that it be paid to us to use to run our own municipality, for example, to address our \$30 mil. shortfall in infrastructure capex.

While we're at it, can we have the right to advise taxpayers on our late-May [TBC] tax bill that both this surtax and the current "school" tax no longer bear any relationship to school funding? Or drop the pretense altogether and call it what it is, a provincial property levy?

3. We'll take this opportunity to add our voice to the widespread and long-held dislike of the **property transfer tax**, even before the latest increases<sup>3</sup>. It is simply not worthy of a province that prides itself on progressive thinking. A more progressive long-term approach is suggested below.

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<sup>1</sup> Whereby, for reference, vacant residential properties in select areas not rented out in increments of at least 30 days for at least 3 months (6 months from 2019), require payment of 0.5% on the property value, with a \$2,000 credit for BC residents (from 2019, 2% for foreign investors and satellite families, 1% for Canadian citizens and permanent residents not in BC, and the 0.5% for those in BC).

<sup>2</sup> Which is 0.5% of assessed value on residential properties assessed over \$3 mil. plus 0.4% of the portion over \$4-mil.

<sup>3</sup> Which is over and above a now 20% foreign buyer tax, a further tax of 5% of the transaction over \$3 mil., on top of the existing 3% from \$2 mil. to 3 mil., 2% between \$200,000 and \$2 mil, and 1% of the price under \$200,000.

As measures to cool the housing market, these mechanisms appear to be working all too well. But as revenue mechanisms, we respectfully request that you review them for arbitrariness and unintended consequences. We suggest that a better approach to raise the needed revenue, and to have the desired long-term effect on housing in BC, is to improve our money laundering and securities rules. Success here will ultimately cause the revenue to decline, but will presumably by then have achieved the intended strategic goal that these new taxes do not.

Sincerely,  
THE VILLAGE OF LIONS BAY

/Karl H. Buhr/

Karl Buhr, Mayor

Copies by email to MLA, MP and MVRD, FVRD, CRD, NRD, Kelowna and West Kelowna mayors.

OPTIONS

1. Carry the recommended resolution (preferred).
2. Defeat or do not consider the recommendation (in which case the Mayor will send a similar letter, modified to reflect that it comes from him alone).

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## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>2018-2022 Five Year Financial Plan Bylaw No. 542, 2018</b>		
<b>Author</b>	<b>Pamela Rooke</b>	<b>Reviewed By:</b>	
<b>Date</b>	<b>May 3, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>May 8, 2018 Regular Council Meeting</b>		

### RECOMMENDATION

THAT the 2018-2022 Five Year Financial Plan Bylaw No. 542, 2018 be read a third time.

### ATTACHMENTS

2018-2022 Five Year Financial Plan Bylaw No. 542, 2018

### KEY INFORMATION

Staff presented the draft 2018-2022 Five Year Financial Plan Bylaw No. 542, 2018 to Council at the April 24, 2018 Council meeting for review and discussion. At the same meeting, the Bylaw was given first and second reading. Staff were directed to make the following adjustments to the budget and bring the bylaw back to the May 8, 2018 Regular Council Meeting for third reading:

- Add \$630,000 to the 2019 capital expenditures for Phase Two of the Lions Bay Beach Park improvements, funded by a loan from the Land Reserve Fund
- Add \$1,948,529 to the 2019 capital expenditures for the upgrade of approximately 725 meters of water main and two PRV stations on Bayview from Soundview Road to the Lions Bay Community School including a new drainage system and road rehabilitation, funded by Phase II of the CWWF grant and a MFA loan

The changes are highlighted in yellow on the attached schedules.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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### **OPTIONS**

1. Approve the recommendation above and give the bylaw third reading;
2. Amend the bylaw and then give it third reading;
3. Refer the bylaw back to staff for revisions.

### **FOLLOW UP ACTION**

Assuming third reading is given, a special Council meeting will be scheduled for adoption of the bylaw for May 10, 2018.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



## **2018-2022 Five Year Financial Plan Bylaw No. 542, 2018**

**Adopted:**

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

**2018 – 2022 FIVE YEAR FINANCIAL PLAN  
BYLAW NO. 542, 2018**

A bylaw to approve the Five Year Financial Plan for the years 2018 – 2022 inclusive

Pursuant to the provisions of section 165 (1) of the *Community Charter*, the Municipal Council caused to be prepared a Five Year Financial Plan for the period 2018 to 2022 inclusive and the Municipal Council of the Village of Lions Bay, in open meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as "**2018 – 2022 Five Year Financial Plan Bylaw No. 542, 2018**".
2. The 2017-2021 Five Year Financial Plan Bylaw No. 522, 2017 (adopted on May 5, 2017) is hereby repealed.
3. The Council does hereby adopt the Five Year Financial Plan for the years 2018-2022 inclusive, for each year of the plan, as set out in Schedules A and B, attached to this Bylaw and forming a part thereof, as follows:

- Schedule A: Consolidated Financial Plan
- Schedule B: Statement of Objectives and Policies

**READ A FIRST TIME** **April 24, 2018**

**READ A SECOND TIME** **April 24, 2018**

**READ A THIRD TIME**

**ADOPTED**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Corporate Officer**

**Certified a true copy of  
2018 – 2022 Five Year Financial Plan  
Bylaw No. 542, 2018 as adopted.**

\_\_\_\_\_  
**Corporate Officer**

## Schedule A

## Consolidated Financial Plan 2018 - 2022

	2018	2019	2020	2021	2022
<b>Revenues</b>					
Taxation	1,494,430	1,534,552	1,579,251	1,625,292	1,672,713
Parcel Taxes	10,585	10,585	10,585	10,585	10,585
Utility Fees and Rates	1,089,217	1,107,330	1,125,805	1,148,321	1,167,543
Fees, Licenses and Permits	203,556	195,354	196,983	199,230	199,528
Grants	2,612,116	2,272,549	981,127	2,008,693	2,084,548
Proceeds from Borrowing	-	393,130	432,766	1,111,632	601,602
Net Proceeds from Land Sales	3,124,994	5,795,500	-	-	-
Other	148,524	107,101	110,929	115,177	120,289
<b>Grand Total</b>	<b>8,683,422</b>	<b>11,416,101</b>	<b>4,437,447</b>	<b>6,218,930</b>	<b>5,856,807</b>
<b>Expenditures</b>					
Amortization	588,976	780,354	1,012,992	1,325,760	1,707,118
General Government	854,439	793,753	808,266	823,274	838,729
Fire Services	357,913	352,229	355,711	359,249	362,841
Bylaw Services	37,173	36,851	37,557	38,219	38,905
Public Works	473,711	419,279	426,520	399,122	405,470
Planning and Development	114,563	89,110	74,751	70,340	65,938
Parks, Recreation and Facilities	241,466	213,507	216,770	219,886	223,090
Solid Waste	185,919	185,919	189,343	191,777	191,777
Sewer Fund	73,188	67,590	68,658	69,714	70,793
Water Fund	761,343	624,251	633,940	643,222	652,206
Interest Payments	111,956	118,696	128,341	148,676	171,472
<b>Grand Total</b>	<b>3,800,646</b>	<b>3,681,537</b>	<b>3,952,849</b>	<b>4,289,239</b>	<b>4,728,340</b>
<b>Surplus/(Deficit)</b>	<b>4,882,776</b>	<b>7,734,563</b>	<b>484,598</b>	<b>1,929,691</b>	<b>1,128,467</b>
<b>Adjustments Required to Balance Financial Plan to Conform With Legislative Requirements</b>					
<b>Non-cash items included in Annual Surplus (Deficit)</b>					
Amortization on Tangible Capital Assets	588,976	780,354	1,012,992	1,325,760	1,707,118
MFA Actuarial Gain on Debt	(23,456)	(26,901)	(30,729)	(34,977)	(40,089)
<b>Cash Surplus</b>	<b>5,448,297</b>	<b>8,488,016</b>	<b>1,466,861</b>	<b>3,220,474</b>	<b>2,795,497</b>
<b>Cash items NOT included in Annual Surplus (Deficit)</b>					
Repayment of Debt Principal	(152,364)	(168,006)	(179,686)	(205,717)	(217,023)
Capital Expenditures	(2,746,468)	(4,398,061)	(1,230,726)	(2,958,307)	(2,522,025)
Transfer from (to) Surplus	609,979	-	-	-	-
Transfer to Gas Tax Fund	(56,450)	(56,450)	(56,450)	(56,450)	(56,450)
Transfer from (to) Reserves	(3,102,994)	(3,865,500)	-	-	-
<b>Financial Plan Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## SCHEDULE B

### Statement of Objectives and Policies

#### Funding Sources

Table 1 shows the proportion of total revenue that is proposed to come from each funding source as described in Section 165(7) of the *Community Charter*.

In prior years, property taxation has been the ~~municipality's~~~~Village's~~ largest portion of revenues. In 2017, the ~~municipality~~~~Village~~ was awarded a Clean Water Waste Water Fund grant of \$2,250,130; the majority of the grant funds will be received in 2018. A Loan Authorization Bylaw was adopted in December 2016 authorizing the ~~municipality~~~~Village~~ to borrow up to \$3,000,000 over the next five years to help fund capital projects. The 2018 revenue includes \$3,124,994 of net proceeds from the sale of ~~municipal~~~~Village~~ owned property.

#### Objective

- The ~~municipality~~~~Village~~ will continue to look for opportunities to reduce the percentage of revenue that comes from property taxation by pursuing alternate revenue sources ~~such as grants~~.

#### Policies

- Annual user rates for water, sewer and solid waste utilities are established to cover all operating and capital costs of the utility, ~~excluding amortization~~.
- Where feasible, the ~~municipality~~~~Village~~ charges user fees for services and reviews these fees annually.
- ~~Apply for g~~~~The Village will continue to look for~~~~rant~~ opportunities ~~for grants~~ to cover the cost of infrastructure replacement.

**Table 1: Sources of Revenue**

Revenue Source	% of Total Revenue	Dollar Value
Other Revenue	37.7%	3,273,518
Grants	30.1%	2,612,116
Property Taxes	17.2%	1,494,430
Utility Fees and Rates	12.6%	1,089,217
Fees, Licenses and Permits	2.3%	203,556
Parcel Taxes	0.1%	10,585
<b>TOTAL</b>	<b>100.0%</b>	<b>\$ 8,683,422</b>

**Property Tax Distribution**

Table 2 outlines the distribution of property tax revenue among the property classes. The residential property class provides the largest proportion of property tax revenue. This is appropriate because the residential property class forms the largest portion of the assessment base and consumes the majority of the ~~municipality's~~<sup>Village's</sup> services.

**Objective**

- To set tax rates based on the principle of equity and responsiveness to economic goals.

**Policies**

- The ~~municipality~~<sup>Village</sup> will review and compare their distribution of property tax rates to other municipalities with similar property class compositions.
- The ~~municipality~~<sup>Village</sup> sets the class multiple for recreation/~~non-profit~~ equal to residential and sets the class multiple for utilities to the maximum allowed by the Province.

<b>Table 2: Distribution of Property Tax Rates</b>		
<b>Property Class</b>	<b>% of Total Property Taxation</b>	
	<b>2017</b>	<b>2018</b>
Residential (1)	99.59%	99.67%
Utilities (2)	0.09%	0.05%
Business (6)	0.11%	0.10%
Recreation (8)	0.21%	0.18%
<b>TOTAL</b>	<b>100.00%</b>	<b>100.00%</b>

**Permissive Tax Exemptions**

The Village of Lions Bay has no permissive tax exemptions in effect at this time as there are no qualifying organizations.

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## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Tax Rates Bylaw No. 543, 2018</b>		
<b>Author</b>	<b>Pamela Rooke</b>	<b>Reviewed By:</b>	
<b>Date</b>	<b>May 3, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>May 8, 2018 Regular Council Meeting</b>		

### RECOMMENDATION

THAT the Tax Rates Bylaw No. 543, 2018 be read a third time.

### ATTACHMENTS

Tax Rates Bylaw No. 543, 2018.

### KEY INFORMATION

Per the Community Charter section 197(1), each year Council must adopt a tax rate bylaw after adoption of the financial plan but before May 15. At the April 24, 2018 regular Council meeting, the Tax Rates Bylaw No. 543, 2018 was given first and second reading.

### OPTIONS

1. Approve the recommendation above and give the bylaw third reading;
2. Amend the bylaw and then give it third reading;
3. Refer the bylaw back to staff for revisions.

### FOLLOW UP ACTION

Assuming third reading is given, a special Council meeting will be scheduled for adoption of the bylaw for May 10, 2018.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



## **Tax Rates Bylaw No. 543, 2018**

**Adopted:**

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

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## **TAX RATES BYLAW NO. 543, 2018**

### **A bylaw for the levying of rates for Municipal and Regional District purposes for the year 2018.**

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

1. The following rates are hereby imposed and levied for the year 2018 on the taxable land and improvements as set out in the assessment roll:
  - a) For all lawful general purposes of the municipality on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in Column "A" of Schedule "A" attached hereto and forming a part hereof.
  - b) For purposes of the Metro Vancouver Regional District on the assessed value of land and improvements taxable for regional hospital district purposes, rates appearing in Column "B" of Schedule "A" attached hereto and forming a part hereof.
2. This Bylaw may be cited as "Tax Rates Bylaw No. 543, 2018"

**READ A FIRST TIME** **April 24, 2018**

**READ A SECOND TIME** **April 24, 2018**

**READ A THIRD TIME**

**ADOPTED**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Corporate Officer**

**Certified a true copy of  
Tax Rates Bylaw No. 543, 2018 as adopted.**

\_\_\_\_\_  
**Corporate Officer**

**SCHEDULE "A"****Forming part of Tax Rates Bylaw No. 543, 2018****TAX RATES****(Dollars of tax per \$1,000.00 taxable value)**

<b>Property Class</b>	<b>A General Municipal</b>	<b>B Greater Vancouver Regional District</b>
1. Residential	1.4449	0.0508
2. Utilities	40.0000	0.1778
3. Business and Other	4.5711	0.1245
4. Recreation / Non-Profit	1.4449	0.0508



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Fees Bylaw No. 497, 2016, Amendment Bylaw No. 544, 2018</b>		
<b>Author</b>	<b>Shawna Gilroy</b>	<b>Reviewed By:</b>	<b>Pamela Rooke</b>
<b>Date</b>	<b>May 3, 2018</b>	<b>Version</b>	<b>1</b>
<b>Issued for</b>	<b>May 8, 2018 Regular Council Meeting</b>		

### **Recommendation:**

THAT Fees Bylaw No. 497, 2016, Amendment Bylaw No. 544, 2018 be introduced and read three times.

### **Attachments:**

- (1) Fees Bylaw No. 497, 2016, Amendment Bylaw No. 544, 2018
- (2) Fees Bylaw No. 497, 2016, Amendment Bylaw No. 544, 2018 (Consolidation)

### **Key Information:**

This amendment is for the purpose of adding the fees associated with the Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018 and to amend the parking meter fees.

### **Options:**

- (1) Approve the recommendation above and give the bylaw three readings;
- (2) Amend the bylaw and then give it three readings;
- (3) Refer the bylaw back to staff for revisions.

### **Preferred Option:**

- (1) Approve the recommendation above.

### **Follow Up Action:**

Assuming three readings are given, the bylaw will be brought back to the Regular Council Meeting on May 22, 2018 for adoption.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



### **Fees Bylaw No. 497, 2016**

### **Amendment Bylaw No. 544, 2018**

**Adopted: xxx**

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

Phone: 604-921-9333 Fax: 604-921-6643

Email: [office@lionsbay.ca](mailto:office@lionsbay.ca) Web: [www.lionsbay.ca](http://www.lionsbay.ca)

## Fees Bylaw No. 497, 2016 Amendment Bylaw No. 544, 2018

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

1. This bylaw may be cited for all purposes as “Fees Bylaw No. 497, 2016, Amendment Bylaw No. 544, 2018”.
2. Fees Bylaw No. 497, 2016 is hereby amended as follows:

(a) Schedule 2, Development, Land and Building Services is amended by adding the following table:

An application for the soil deposit or removal of more than 27 cubic meters (m <sup>3</sup> ) and up to 45 m <sup>3</sup> of in any one year.	\$100 (non-refundable)
Any application for the soil deposit or removal of more than 45 m <sup>3</sup> and up to 90 m <sup>3</sup> in any one year.	\$200 (non-refundable)
Any application for the soil deposit or removal of more than 90 m <sup>3</sup> and up to 180 m <sup>3</sup> in any one year.	\$400 (non-refundable)
Any application for the soil deposit or removal of more than 180 m <sup>3</sup> in any one year.	\$600 (non-refundable)

(b) Schedule 5, Traffic and Parking Fees, is amended by updating the following table:

**FEES FOR METERED PARKING**

Description	Fee
Lions Bay Beach Park Lot (adjacent to train tracks) <i>*Permit holders NOT exempt from fee.</i>	\$3/hour or portion thereof up to a maximum of \$24 within a calendar day
Kelvin Grove Beach Park Lot <i>*Permit holders exempt from fee.</i>	\$2/hour or portion thereof up to a maximum of \$16 within a calendar day
Sunset Trailhead Lot <i>*Permit holders exempt from fee.</i>	\$1.50/hour or portion thereof up to a maximum of \$12 within a calendar day

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<b>READ A FIRST TIME</b>	<b>xxx, 2018</b>
<b>READ A SECOND TIME</b>	<b>xxx, 2018</b>
<b>READ A THIRD TIME</b>	<b>xxx, 2018</b>
<b>ADOPTED</b>	<b>xxx, 2018</b>

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**Mayor**

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**Corporate Officer**

**Certified a true copy of Fees Bylaw No. 497, 2016,  
Amendment Bylaw No. 544, 2018 as adopted.**

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**Corporate Officer**



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



# Fees Bylaw No. 497, 2016

## Office Consolidation

This document is an office consolidation of Fees Bylaw No. 497, 2016 with subsequent amendments adopted by the Village of Lions Bay.

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

This is not the official version of Fees Bylaw No. 497, 2016, as amended, nor is it admissible in a court of law. For such purposes, official certified copies of the original bylaws can be obtained from the Village Office or by contacting us at: [admin@lionsbay.ca](mailto:admin@lionsbay.ca)

### List of Amending Bylaws

Bylaw No.	Section	Description	Adopted
519	3	Deletes section 5.1.13	April 4, 2017
526	2.1	Amends schedule 1	May 5, 2017
530	2(a)	Adds metered parking fees to schedule 5	July 4, 2017
534	2.1	Replaces Schedules 1-10	December 19, 2017
<u>544</u>	<u>2(a)</u> <u>2(b)</u>	<u>Adds soil deposit and removal fees in schedule 2</u> <u>Amends parking meter rates in schedule 5</u>	

## **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.

**Part 6 – EFFECTIVE DATE**

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

<b>READ A FIRST TIME</b>	<b>December 15, 2015</b>
<b>READ A SECOND TIME</b>	<b>December 15, 2015</b>
<b>READ A THIRD TIME</b>	<b>December 6, 2016</b>
<b>ADOPTED</b>	<b>December 20, 2016</b>

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Corporate Officer**

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

\_\_\_\_\_  
**Corporate Officer**

**SCHEDULE 1 – GENERAL ADMINISTRATION**

<b>Description</b>	<b>Fee</b>
Freedom of Information and Protection of Privacy Act Fees payable for requests made under the <i>Freedom of Information and Protection of Privacy Act and Regulation</i>	As per <i>Freedom of Information and Protection of Privacy Act and Regulation</i> , 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
Biodegradable Organics Bags	\$4 plus GST

**SCHEDULE 2 – DEVELOPMENT, LAND AND BUILDING SERVICES**

<b>Description</b>	<b>Fee</b>
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 or strata lot after first lot or strata lot created
Development Permit	\$1200
Development Variance Permit	\$750
Temporary User Permit Application Fee (non-refundable)	\$250
Temporary Use Permit	\$1,000 plus \$750 for renewal application
Inspection fee for Temporary Use Permit for Short Term Rentals	\$250 – Includes initial inspection plus one additional inspection. Each additional inspection \$75/hour
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)	\$150
• \$1,000-\$9,999	\$150 plus \$12 per \$1,000
• \$10,000-\$49,999	\$250 plus \$11 per \$1,000
• \$50,000-\$99,999	\$300 plus \$10 per \$1,000
• \$100,000 and greater	\$400 plus \$9 per \$1,000
<i>The minimum fee for a building permit for a <u>new dwelling</u> shall be not less than the fee for a building having a value of \$300,000 (\$3,100.00).</i>	<i>Building permits are valid for a maximum of two years, at which time they expire. A permit may be renewed once only in accordance with Building Bylaw No. 234, 1994, as amended.</i>

Permit renewals <i>A building permit is valid for a maximum of two years, at which time it expires. A permit may be renewed once only in accordance with Building Bylaw No. 234, 1994, as amended.</i>	75% of current Building Permit Fee
Damage Deposit (based on value of construction): <ul style="list-style-type: none"> <li>• Up to \$10,000</li> <li>• Up to \$50,000</li> <li>• Up to \$250,000</li> <li>• Greater than \$250,000</li> </ul> <p><i>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.</i></p>	\$500 \$1,500 \$3,000 \$5,000
Demolition Permit 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)	\$250
Reconsideration by Council	\$750
Change of Address	\$500
Blasting permit application fee	\$250
Secondary suite surcharge	40% of Annual Utility Billing
Secondary suite inspection fee	Initial inspection plus one additional inspection free. Each additional inspection \$75/hour
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	\$125 plus \$2.50 per sprinkler head
Renovations requiring sprinkling	\$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
<u>An application for the soil deposit or removal of more than 27 cubic meters (m<sup>3</sup>) and up to 45 m<sup>3</sup> of in any one year.</u>	<u>\$100 (non-refundable)</u>
<u>Any application for the soil deposit or removal of more than 45 m<sup>3</sup> and up to 90 m<sup>3</sup> in any one year.</u>	<u>\$200 (non-refundable)</u>
<u>Any application for the soil deposit or removal of more than 90 m<sup>3</sup> and up to 180 m<sup>3</sup> in any one year.</u>	<u>\$400 (non-refundable)</u>
<u>Any application for the soil deposit or removal of more than 180 m<sup>3</sup> in any one year.</u>	<u>\$600 (non-refundable)</u>

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

**SCHEDULE 3 – ENGINEERING & PUBLIC WORKS**

<b>Description</b>	<b>Fee</b>
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
Driveway Crossing Permit	\$100

**SCHEDULE 4 – ANIMAL CONTROL & LICENCING**

<b>Description</b>	<b>Fee</b>
Annual licence for altered dog	\$30 if paid before March 31 <sup>st</sup> 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 31 <sup>st</sup> 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/\$960 per year \$80 per month/\$960 per year \$110 per month/\$1,320 per year \$135 per month/\$1,620 per year
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 be 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)
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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

**FEES FOR METERED PARKING**

Description	Fee
Lions Bay Beach Park Lot (adjacent to train tracks) <i>*Permit holders NOT exempt from fee.</i>	<del>\$32</del> /hour or portion thereof up to <del>\$16/day (Day is 24 hours – maximum 3 days)</del> a maximum of \$24 within a calendar day
Kelvin Grove Beach Park Lot <i>*Permit holders exempt from fee.</i>	<del>\$21</del> /hour or portion thereof up to <del>\$8/day (Day is 8 am – 10 pm – closed 10 pm – 8 am)</del> a maximum of \$16 within a calendar day
Sunset Trailhead Lot <i>*Permit holders exempt from fee.</i>	<del>\$1.50</del> /hour or portion thereof up to <del>\$8/day (Day is 24 hours – maximum 3 days)</del> a maximum of \$12 within a calendar day

[Amended by Bylaw No. 530]  
[Amended by Bylaw No. 544]

**SCHEDULE 6 – COMMUNITY FACILITY RENTALS**

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

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

<p><b>Staff Assistance (assemble/disassemble equipment on-site – excluding stage):</b></p> <p><b>Stage (assemble/disassemble):</b></p> <p><b>Sound System:</b></p> <p><i>No offsite rental for stage and sound equipment.</i></p>	<p>\$50 set up \$50 take down</p> <p>\$100</p> <p>\$50</p>
<p><b>Equipment Rental Rates (for off-site use):</b></p> <p>Table rental</p> <p>Chair rental (No outside use of chairs without explicit written authorization)</p> <p><i>Equipment not returned within 72 hours will result in forfeiture of deposit.</i></p>	<p>\$10 each</p> <p>\$1 each (\$10 minimum)</p>
<p><b>Projector and Laptop Rental:</b></p> <p><i>No offsite rental for projector and laptop.</i></p>	<p>\$25 per use</p>
<p><b>Deposit for facility / equipment rental:</b></p>	<p>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.</p>

*\*plus deposit*

**SCHEDULE 7 – FILMING**

<b>Description</b>	<b>Fee</b>
Filming application fee	\$250
Filming fee (per day)	\$300
Damage deposit	\$5000 (refundable)
Filming in VOLB parks	\$500
Parking fees:	
Car	\$25/day
Truck	\$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 2 <sup>nd</sup> inspection) under the Fire Services Act	\$100
Inspection of buildings other than routine inspections (after 3 <sup>rd</sup> 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	<p>\$100 per person per hour or portion thereof to cover time plus use of municipal equipment.</p> <p>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.</p> <p>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.</p>

*\*Note: all permits include one inspection*

**SCHEDULE 9 – MEMORIALS AND DEDICATIONS**

<b>Description</b>	<b>Fee</b>
Bench Dedication	\$1,500 - \$1,750 includes cost and installation of bench, cost and installation of plaque and ongoing maintenance.

**SCHEDULE 10 – GENERAL**

Description	Fee
<p>Boat space rental permit at Lions Bay Beach Park</p> <p>Seizure and removal of boat from boat space rental area for failure to pay annual fee by June 1<sup>st</sup>.</p> <p>Sale of seized boat if unclaimed for 120 days after seizure.</p>	<p>\$125 per calendar year if paid by March 31<sup>st</sup> \$150 if paid after March 31<sup>st</sup>, but before May 31<sup>st</sup> (after May 31<sup>st</sup>, boat will be seized and removed)</p> <p><i>*If a new boat space is obtained after March 31<sup>st</sup>, the \$150 permit fee shall be prorated based on the number of months left in the year. No refunds will be issued for permits terminated during the year.</i></p> <p>\$100 plus \$20/day for storage</p> <p>\$500 flat fee</p>

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## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Parks Regulations Bylaw No. 448, 2012, Amendment Bylaw No. 545, 2018</b>		
<b>Author</b>	<b>Shawna Gilroy</b>	<b>Reviewed By:</b>	<b>Pamela Rooke</b>
<b>Date</b>	<b>May 3, 2018</b>	<b>Version</b>	<b>1</b>
<b>Issued for</b>	<b>May 8, 2018 Regular Council Meeting</b>		

### **Recommendation:**

THAT Parks Regulations Bylaw No. 448, 2012, Amendment Bylaw No. 545, 2018 be introduced and read three times.

### **Attachments:**

- (1) Parks Regulations Bylaw No. 448, 2012, Amendment Bylaw No. 545, 2018
- (2) Parks Regulations Bylaw No. 448, 2012, Amendment Bylaw No. 545, 2018  
(Consolidation)

### **Key Information:**

This bylaw is to amend the Lions Bay Beach Park closing time from 10 pm to 11 pm. Staff have mailed a letter to all residents in radius of the Lions Bay Beach Park requesting their opinion of the extension of the beach hours. They have requested a response by May 25, 2018.

### **Options:**

- (1) Approve the recommendation above and give the bylaw three readings;
- (2) Amend the bylaw and then give it three readings;
- (3) Refer the bylaw back to staff for revisions.

### **Preferred Option:**

- (1) Approve the recommendation above.

### **Follow Up Action:**

Assuming three readings are given, the bylaw will be brought back to the June 5, 2018 Regular Council Meeting for adoption (to allow time for residents to respond to the letter).



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



## **Parks Regulations Bylaw No. 448, 2012, Amendment Bylaw No. 545, 2018**

Adopted: xxx

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

## Parks Regulation Bylaw No. 448, 2012, Amendment Bylaw No. 545, 2018

### A bylaw to make rules and regulations governing the management, maintenance, improvement, operation, control and use of parks

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

#### **Part 1 Citation**

- 1.1 This bylaw may be cited as Lions Bay Parks Regulations Amendment Bylaw No. 448, 2012, Amendment Bylaw No. 545, 2018

#### **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 Amendments**

- 3.1 Lions Bay Parks Regulation Bylaw No. 448, 2012 is hereby amended by adding the following to the end of section 10.1: "The Lions Bay Beach Park shall remain open from 8 am to 11 pm from the third Friday in May to the third Monday in September."

READ A FIRST TIME on \_\_\_\_\_, 2018

READ A SECOND TIME on \_\_\_\_\_, 2018

READ A THIRD TIME on \_\_\_\_\_, 2018

ADOPTED by the **Council** on \_\_\_\_\_, 2018

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**Village of Lions Bay**

**Parks Regulations Bylaw No. 448, 2012, Amendment Bylaw No. 545, 2018**

Certified a true copy of Parks Regulation  
Bylaw No. 448, 2012, Amendment Bylaw  
No. 545, 2018 as adopted

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Corporate Officer



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



# Lions Bay Parks Regulation Bylaw No. 448, 2012

## Office Consolidation

This document is an office consolidation of Lions Bay Parks Regulation Bylaw No. 448, 2012 with subsequent amendments adopted by the Village of Lions Bay.

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

This is not the official version of Lions Bay Parks Regulation Bylaw No. 448, 2012, as amended, nor is it admissible in a court of law. For such purposes, official certified copies of the original bylaws can be obtained from the Village Office or by contacting us at: [admin@lionsbay.ca](mailto:admin@lionsbay.ca)

### List of Amending Bylaws

Bylaw No.	Section	Description	Adopted
9	All	Repeals bylaw	July 6, 1971
247	All	Repeals bylaw	August 14, 1995
316	All	Repeals bylaw	December 4, 2000
414	All	Repeals bylaw	July 21, 2009
439	All	Repeals bylaw	March 5, 2012
527	2(a) 2(b) 2(c) 2(d)	Amends title and citation name of Bylaw Amends the definition of Park Amends list of repealed bylaws Adds the ability for Council to authorize sale of goods in Parks	July 4, 2017

	2(e)	Adds the ability for Council to authorize motor vehicles in Parks	
	2(f)	Adds the ability for Council to authorize extended hours for Parks	
	2(g)	Provides for boat storage facility, fees & seizure/sale enforcement	
	2(h)	Provides for enforcement under Bylaw No. 385	
<u>545</u>	<u>3.1</u>	<u>Adds an amendment to the beach park closing time</u>	

## Bylaw No. 448, 2012

### PARKS REGULATIONS BYLAW

#### **A bylaw to make rules and regulations governing the management, maintenance, improvement, operation, control and use of parks**

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

#### **Part 1 Citation**

1.1 This bylaw may be cited as Lions Bay Parks Regulations Bylaw No. 448.

[Amended by Bylaw No. 527]

#### **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 Previous Bylaw Repeal**

3.1 **Parks** Regulation Bylaw No. 9, and the amendment bylaws Nos. 247, 316, 414 and 439 are hereby repealed.

[Amended by Bylaw No. 527]

#### **Part 4 Definitions**

In this bylaw:

**“Beach”** means any area covered and uncovered by the ebb and flow of the tide, and any adjacent area which can reasonably be considered part of the **beach** environment including areas of rock, sand, pebbles, shell, shingle or coastal vegetation.

**“Enforcement officer”** means:

1. every person designated by Council by name of office or otherwise as an **enforcement officer** for the purposes of administering and enforcing this Bylaw; and
2. a peace officer, including every officer of the Royal Canadian Mounted Police.

**“Community facility”** means a building, recreation or other municipal facility intended for use by the public, including but not limited to, the Village Hall, tennis courts, play structures, washrooms, picnic shelters and other recreation facilities located in a **Park** or on any other land which the **Village** owns or controls by means of a lease, license or other legal instrument, that is

intended for athletic, social or recreational use by members of the community.

**“Fire Chief”** means the person appointed to such position from time to time or other persons authorized to carry out the duties ascribed to the said **Fire Chief**.

**“Fire season”** means the time of year declared as “fire season” by the Village Manager or designate.

**“Foreshore”** means any area within the Village along the shoreline between the high and low water marks.

**“Lions Bay Fire Rescue”** means the Fire Rescue Department of the Village of Lions Bay.

**“Manager Public Works”** means the person appointed to such position from time to time or other persons authorized by Council to carry out the duties ascribed to the said **Manager Public Works**.

**“Nuisance”** means any activity, conduct or condition occurring in a **park** which substantially and unreasonably interferes with a person’s use and enjoyment of the **park**.

**“Organized activity”** means any activity which is pre-planned, involves a group larger than 20 people and which limits general public access to a portion of the **park** or **community facility**, or any activity that involves instruction or training.

**“Park”** means a **park** or **parkland** or any real property or interest therein within the **Village** held or used for pleasure or recreation uses of the public and includes the land held under any lease, including the **foreshore** and land covered by water granted to the **Village** by her Majesty the Queen and designated W-2 under Zoning and Development Bylaw No. 520, 2017, and including the forest inside the Village boundary. [Amended by Bylaw 527]

**“Vehicles”** means all conveyances for the carriage or transport of persons, passengers, goods or materials propelled by any mechanical device or other modes of power whatsoever and shall include bicycles and tricycles.

**“Village Manager”** means the **Village Manager** or Administrator of the Village of Lions Bay, and also means the person appointed to the **Village Manager** or Administrator position from time to time, or other persons authorized by Council to carry out the duties ascribed to the said **Village Manager** or Administrator.

**“Village”** means the **Village of Lions Bay**.

## Part 5 Preservation of Features

- 5.1 No person shall cut, break, prune, damage, deface, tamper with, destroy, remove, apply graffiti to or burn anything in any **park** including, without limiting the generality of the foregoing, any building, structure, vegetation, court, fence, swing, notice, seat, bench, ornament, lamp post, turf or thing in or on any **park** or **community facility**.
- 5.2 No person shall molest, disturb, frighten injure, trap, harm, kill or snare any bird or animal in any

**park**, with the exception that authorized **Village** staff may deal with nuisance animals or birds.

- 5.3 No person shall foul, pollute, or deposit any matter or thing or otherwise introduce any contaminant onto the land or into any stream, reservoir, creek, pond, ditch, pool or water within a **park** or **community facility**.
- 5.4 No person shall tamper with or discharge or cause to be let out, any water from any reservoir, stream, pond, pool or hydrant in or on any **park**.
- 5.5 No person shall climb, walk or sit upon a fence, structure or piece of equipment in any **park** or **community facility**, unless the same is designed and intended for such purpose.
- 5.6 No person shall deposit or dump any garbage, glass, crockery, paper, rubbish, litter, wood, waste or other material whether liquid or solid in or on any **park** or **community facility**, except in receptacles provided there for such purpose and then only if there is space in the receptacle for such deposit.
- 5.7 No person shall dispose of waste generated outside a **park** or **community facility** by depositing the waste in a waste receptacle or anywhere else inside any **park** or **community facility**.

#### **Part 6 Fires and Fireworks**

- 6.1 No person except members of **Lions Bay Fire Rescue**, acting upon authorization of the Village for community events, shall discharge any fireworks, combustible or explosive matter in a **Park** or **community facility**.
- 6.2 No person except members of **Lions Bay Fire Rescue**, acting upon authorization of the Village for community events, shall cause, permit or allow a fire to burn in a **park** or **community facility**
- 6.3 No person shall use a charcoal or propane fire barbeque or hibachi in any **Lions Bay park** except in Lions Bay **Beach Park** and Kelvin Grove **Beach Park**.
- 6.4 No person shall dispose of used embers, coals or by-products of privately-owned barbecues on municipal property.
- 6.5 No person shall place or throw any lighted match, cigar, cigarette or any burning substance or thing in or on any **park**. The **Fire Chief** may prohibit smoking in any **park** or **Community facility** at any time by posting a no-smoking order at the entrance to the **park** or **community facility**.
- 6.6 The **Fire Chief** may declare, in writing, any **park** or trail, or part of a **park** or trail to be a fire risk. If the **Fire Chief** makes such a declaration, then no person except Village employees in the performance of their duties shall enter that trail or **park**.

**Part 7 Commercial Services and Activities**

7.1 No person shall sell, exchange, barter or expose or display for sale any goods, offer any service or carry on any commercial undertaking whatsoever in a **park** or **community facility**, except as part of a community event, or as authorized under the **Village** Filming policy, or as specifically authorized by Council for specific locations, dates and times.

[Amended by Bylaw No. 527]

7.2 No person shall post, paint, or affix any advertisement, bill, poster, handout, picture, matter or thing in or on any **park** or engage in the distribution or delivery of advertising material in any **park** or in any building, structure or thing in any **park**, or operate or station any motor **vehicle** displaying advertising or equipped with a public address system in a **park** or **community facility** for the purpose of advertising, promoting, demonstration or attracting attention. This section shall not apply to persons supporting a community event and to **Village** employees acting in the performance of their duties, or in support of community events.

7.3 No person shall operate or use any amplifying system or loudspeaker in or on any **park**. This section shall not apply to persons supporting a community event and to **Village** employees acting in the performance of their duties, or in support of community events.

**Part 8 Community Facilities Rental**

8.1 No person or group shall use a **park**, or any portion of a **park**, or a **community facility**, for an organized sport, **organized activity**, special event, ceremony, or ancillary activity unless that person has notified the Village office to ascertain whether a valid **Community Facilities** Rental contract is required, and has obtained such a contract if it is required. Fees, requirements and guidelines used shall be those established in the Recreation Operations Manual approved by **Council**.

**Part 9 Motor Vehicles, Devices and Machinery**

9.1 No person shall use any motorized boat, water sled, water skis or other water borne contrivance or thing propelled by a motor, for recreational purposes, within two hundred metres (200 m) of any **park** or **beach**. Boats accessing an anchor buoy are exempted from this provision, but must proceed at the boat's dead slow speed.

9.2 With the exception of a **Lions Bay enforcement officer** and other Village staff, no person shall drive or park a motorized **vehicle**, in any **park**, or use any motorized devices or machinery in any **park**, except as specifically authorized by Council for specific locations, dates and times.

[Amended by Bylaw No. 527]

9.3 **The Village Manager** or an **enforcement officer** may remove, or cause to be removed any unauthorized motor **vehicles**, devices or machinery from any **park**.

**Part 10 Hours of Public Use of Parks**

- 10.1 No person, except authorized **Village** personnel, shall enter or remain within any **park** for any purpose whatsoever during the hours when the **park** is closed as indicated by posted notice, or where no hours are posted, between 10:00 pm and 8.00 a.m., except in the case of a community event or as specifically authorized by Council. [The Lions Bay Beach Park shall remain open from 8 am to 11 pm from the third Friday in May to the third Monday in September.](#)

[Amended by Bylaw No. 527]

[Amended by Bylaw No. 545]

- 10.2 The **Village Manager** may, at any time, by written order posted at the **park** or **community facility**, close any **park** or **community facility**, or part thereof, to the use of the Public, or restrict the hours of opening and closing of any **park** or **community facility** if, in the **Village Manager's** opinion, such closure is necessary to prevent or assist the prevention of a breach of the peace or threat thereto, or other violation of the criminal law or to protect members of the public from injury or damage when works of maintenance or repair are being carried on by Municipal employees, or in the event of a natural disaster or possibility thereof.
- 10.3 No person shall enter or remain in any **park** or **community facility** which has been posted as closed to public access by the **Village Manager**.

## Part 11 Behaviour and Conduct

- 11.1 No person shall by his or her behaviour create a **nuisance** in any **park**.
- 11.2 No person shall obstruct the lawful use and enjoyment of any **park** or **community facility** by any other person.
- 11.3 No person may refuse to comply with the direction of any **enforcement officer**.
- 11.4 No person shall obstruct or delay, or cause to be obstructed or delayed, any official, employee, agent, **enforcement officer**, or contractor of the **Village** in the exercise of any of lawful duties.
- 11.5 No person shall urinate or defecate in a **park**, except in a **park** washroom
- 11.6 No person shall smoke in any park or trailway.
- 11.7 No person shall play amplified music in any park, or public trail, or other way open to public use, except as permitted under **Part 8 – Community Facilities Rental**

## Part 12 Permitted Uses

- 12.1 No person shall store boats, canoes, kayaks, trailers or other watercraft or things, on a **beach** or **foreshore** in any **park**.
- 12.2 No person shall erect any tent, building, shelter or other structure or works, sleep overnight, or occupy a **vehicle**, trailer or camper for overnight camping, temporary or permanent, in or on any **park**.

12.3 No person shall do any of the following in any **park**:

1. play golf or strike a golf ball;
2. fly any motor driven aircraft or glider;
3. shoot an arrow or practice archery; or
4. play or participate in paint-ball.

12.4 Storage Facilities

1. The Village is authorized to establish storage facilities for canoes, kayaks, and other non-motorized water craft within a **Park or Community Facility**;
2. The Village may charge a fee for this service in accordance with Fees Bylaw No. 497, as amended;
3. The Village Manager is authorized to create procedures and policies to administer the storage facility and associated fees and may seize any water craft or thing unlawfully occupying the storage facility;
4. The Village, through the Village Manager, may recover those fees from the owner of the water craft or thing, including by sale of the water craft or thing if the owner refuses to pay or cannot be identified after reasonable efforts and the Village relies on the powers granted under the *Community Charter* and the *Disposal of Property in Police Possession Regulation*."

[Amended by Bylaw No. 527]

### **Part 13 Loss of Access Rights**

13.1 Where the **Village Manager or an enforcement officer** is of the opinion that a person or group within a **park or community facility** is contravening any provisions of this or any other Bylaw, that person or group:

1. must cease contravening the provision of the Bylaw or other enactment;
2. may be required by the **Village Manager** or designate or an **enforcement officer** to leave the **park or community facility**;
3. may, on written notice from the **Village Manager** or designate, forfeit their right of access to the **park and/or community facility** for a period of time stipulated in writing by the **Village Manager**, but not to exceed 60 days.

### **Part 14 Penalty and Enforcement**

14.1 Every person who violates a provision of this bylaw, or who consents, allows or permits an act or thing to be done in violation of a provision of this bylaw, or who neglects or refrains from doing anything required by a provision of this bylaw, is guilty of an offence and is liable, upon summary conviction, to a fine not exceeding \$10,000 and not less than \$2,000, and is guilty of a separate offence each day that a violation continues or exists, unless the Village elects to proceed under the Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended, in which case

any violation of or failure to act under this bylaw shall constitute a bylaw contravention rather than an offence.”

[Amended by Bylaw No. 527]

READ A FIRST TIME on May 22<sup>nd</sup>, 2012

READ A SECOND TIME on May 22<sup>nd</sup>, 2012

READ A THIRD TIME on June 4<sup>th</sup>, 2012

ADOPTED by the **Council** on June 19<sup>th</sup>, 2012

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Mayor

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Acting Corporate Officer

Certified a true copy of  
Bylaw 448, 2012 as adopted

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Acting Corporate Officer

Intentionally Blank



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Traffic and Parking Bylaw No. 413, 2009, Amendment Bylaw No. 546, 2018</b>		
<b>Author</b>	<b>Shawna Gilroy</b>	<b>Reviewed By:</b>	<b>Pamela Rooke</b>
<b>Date</b>	<b>May 3, 2018</b>	<b>Version</b>	<b>1</b>
<b>Issued for</b>	<b>May 8, 2018 Regular Council Meeting</b>		

### **Recommendation:**

THAT Traffic and Parking Bylaw No. 413, 2009, Amendment Bylaw No. 546, 2018 be introduced and read three times.

### **Attachments:**

- (1) Traffic and Parking Bylaw No. 413, 2009, Amendment Bylaw No. 546, 2018
- (2) Traffic and Parking Bylaw No. 413, 2009, Amendment Bylaw No. 546, 2018  
(Consolidation)

### **Key Information:**

This bylaw amends the definition of "Traffic Control Device" by including electronic online or digital device (referring to parking meters). It also adds a section to delegate the Village Manager the authority to designate permissible parking hours for metered parking at the three metered parking lots, and types of vehicles or trailers parked in those areas.

### **Options:**

- (1) Approve the recommendation above and give the bylaw three readings;
- (2) Amend the bylaw and then give it three readings;
- (3) Refer the bylaw back to staff for revisions.

### **Preferred Option:**

- (1) Approve the recommendation above.

### **Follow Up Action:**

Assuming three readings are given, the bylaw will be brought back to the Special Council Meeting on May 10, 2018 for adoption.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



# **Traffic & Parking Bylaw No. 413, 2009, Amendment Bylaw No. 546, 2018**

Adopted:

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

## Traffic and Parking Bylaw No. 413, 2009, Amendment Bylaw No. 546, 2018

### A bylaw to regulate, control, or prohibit traffic and parking

The **Council** of the **Village** of Lions Bay, in open meeting assembled, enacts as follows:

#### Citation Part 1

- 1.1 This Bylaw may be cited as “Traffic and Parking Bylaw No. 413, 2009, Amendment Bylaw No. 546, 2018”
- 1.2 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.

#### Amendments Part 2

- 2.1 Traffic and Parking Bylaw No. 413, 2009 is amended by adding to the end of the definition of “Traffic Control Device”: “,which may include an electronic online or digital device;”
- 2.2 Traffic and Parking Bylaw No. 413, 2009 is further amended by adding section 9.1 under the heading called “Parking” which reads: “Council hereby delegates to the Village Manager the authority to designate permissible parking hours for metered parking at the Lions Bay Beach Park Parking Lot, the Kelvin Grove Beach Parking Lot, and the Sunset Trail Parking Lot, or such other parking areas as Council may direct that metered parking be implemented, as well as the types of vehicles or trailers which may use such parking areas.”

READ A FIRST TIME on \_\_\_\_\_, 2018

READ A SECOND TIME on \_\_\_\_\_, 2018

READ A THIRD TIME on \_\_\_\_\_, 2018

ADOPTED by the **Council** on \_\_\_\_\_, 2018

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

Certified a true copy of Traffic and  
Parking Bylaw No. 413, 2009,  
Amendment Bylaw No. 546, 2018 as adopted

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Corporate Officer

**SCHEDULE A – FEES FOR CLEAN-UP, REPAIR AND REMEDIATION**

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 be 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 <b>highway</b>	\$100 per hour of work
Remediation of damage to <b>highway</b>	\$100 per hour of work
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 <b>chattels</b> , obstructions and things seized from <b>highway</b>	\$100 per hour of work, plus \$50 per day fee for storage
Towing of vehicle	\$100 per hour of towing
Sale of <b>chattels</b> , obstructions and things seized from <b>highway</b>	\$1000 flat fee

**FEES FOR PERMITS**

Extra annual resident <b>parking</b> permit – obtainable by a resident, allows <b>parking</b> in “resident <b>parking</b> ” zones	\$40 per year
Worksite <b>parking</b> permit for building-site workers for three months – obtainable by homeowners or construction managers on projects, allows <b>parking</b> in “resident <b>parking</b> ” or “construction <b>parking</b> ” zones	\$40 for three months
Film company parking <ul style="list-style-type: none"> <li>• Worker’s personal vehicle</li> <li>• Film company truck</li> </ul>	<p>\$25 per day</p> <p>\$100 per day</p>

Visitor <b>parking</b> day pass – obtainable by visitors, allows <b>parking</b> for one day in “resident only” zones	\$10 per vehicle
Special occasion <b>parking</b> for visitors - obtainable by residents, allows <b>parking</b> for one day for guests	\$1 per vehicle
Operating a vehicle or combination of vehicles in excess of 63,500 kgs licensed gross vehicle weight on <b>highway</b>	\$35 per vehicle load
Monthly fee for <b>parking</b> of <b>extraordinary vehicle</b> or trailer on <b>Village</b> property, with permission of <b>Council</b>	
Vehicle or trailer 6.1- 6.5 metres in length	\$80 per month
Vehicle or trailer 6.5-7.7 metres in length	\$110 per month
Vehicle or trailer over 7.7 metres in length	\$135 per month
Daily fee for placing <b>dumpster</b> on <b>highway</b>	\$35



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



# Traffic and Parking Bylaw No. 413, 2009

## Office Consolidation

This document is an office consolidation of Traffic and Parking Bylaw No. 413, 2009 with subsequent amendments adopted by the Village of Lions Bay.

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

This is not the official version of Traffic and Parking Bylaw No. 413, 2009, as amended, nor is it admissible in a court of law. For such purposes, official certified copies of the original bylaws can be obtained from the Village Office or by contacting us at: [admin@lionsbay.ca](mailto:admin@lionsbay.ca)

### List of Amending Bylaws

Bylaw No.	Section	Description	Adopted
385	5.1	Amends penalties applicable under s.34	Sept. 19, 2006
465	3.1(10)	Deletes Schedule A & adds s.35 Fee BL Reference	Sept. 2, 2014
497	5.1.9	Updates Fee Bylaw Reference in s.35	January 1, 2017
528	2(a) 2(b) 2(c) 2(d)	Adds the year to the citation name Deletes the words "stand" and "standing" Deletes prohibition re. all tires on roadway Adds a 3 year limit for Council approvals of extraordinary vehicle or trailer permits under	July 4, 2017

	2(e) 2(f) 2(g)	section 11.3(i) Widens prohibition re. driving over fire hose Authorizes Council to allow for the sale or display of goods or services on a highway Deletes all references to Schedule A fees and substitutes reference to Fees Bylaw No. 497	
<u>546</u>	<u>2.1</u>  <u>2.2</u>	<u>An addition to the definition of Traffic Control Device</u> <u>Adds a delegation authority to the Village Manager to adjust parking lot hours as required</u>	

## Bylaw No. 413, 2009

### TRAFFIC AND PARKING BYLAW

#### A bylaw to regulate, control, or prohibit traffic and parking

The **Council** of the **Village** of Lions Bay, in open meeting assembled, enacts as follows:

#### Citation

1. This Bylaw may be cited as "Traffic and **Parking** Bylaw No. 413, 2009".
2. 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.

#### Repeal

3. Bylaws Number 219, 297 and 335 are hereby repealed.

#### Definitions

4. In this Bylaw:
  - (a) the definitions contained within the Motor Vehicle Act R.S.B.C. c. 318, the Commercial Transport Act, R.S.B.C. 1998, c. 58, and the Community Charter, S.B.C. 2003, c.26 shall be applicable; and
  - (b) "**Boulevard**" means the area from the travelled portion of the **highway** to the adjacent property line;  
"**Building-site workers**" means professionals, contractors and labourers working on sites adjacent to a **highway**, where demolition or building is occurring;  
"**Chattel**" means any article of tangible property other than land, buildings, and other things annexed to land;  
"**Commercial vehicle**" means a vehicle licensed as a **commercial vehicle** under the Commercial Transport Act;  
"**Corporate Secretary**" means the person appointed to such position from time to time or other persons authorized to carry out the duties ascribed to the said **Corporate Secretary**;  
"**Council**" means the **Council** of the **Village** of Lions Bay;  
"**Dumpster**" means a container designed to receive, transport away and dump waste, as distinguished from a household garbage can which holds waste until it is collected;

**“Enforcement officer”** means:

1. every person designated by **Council** by name of office or otherwise as an **enforcement officer** for the purposes of administering and enforcing this Bylaw; and
2. a peace officer, including every officer of the Royal Canadian Mounted Police;

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

**“Highway”** means a street, road, lane, bridge, viaduct and any other way open to public use, whether owned or leased by the **Village**, other than a private right of way on private property, including without limiting the generality of the word, the **roadway** and the **boulevard**;

**“Lane”** means a **highway** which affords a secondary means of access to abutting sites;

**“Manager Public Works”** means the person appointed by **Council** to such position from time to time or other persons authorized to carry out the duties ascribed to the said **Manager Public Works**;

**“Mayor”** means the **Mayor** of the **Village** of Lions Bay, or his/her designate;

**"Park"** means the **stopping** of a vehicle, whether occupied or not, except when **stopping** temporarily for the purpose of and while actively and visibly engaged in loading or unloading for no longer than fifteen (15) minutes;

**“Person with a disability”** means a person with a disability whose vehicle displays a **parking permit** obtained under the **Parking Permit Program for People with Disabilities**, operated by the Social Planning and Research **Council** (SPARC);

**“Police force”** shall mean the Royal Canadian Mounted Police;

**“Private road”** or **“Driveway”** shall mean a **highway** or **driveway**, or that portion thereof, which is on land that is not owned or leased by the **Village** or the province;

**“Public Works”** means the Public Works department of the **Village** of Lions Bay.

**“Roadway”** means that portion of a **highway** that is improved and ordinarily used for the passage of vehicular traffic;

**“Sidewalk”** means that portion of a **highway** that is improved and marked for or ordinarily used for passage by pedestrians.

**"Stop"** means,

- (a) a complete cessation from movement, or
- (b) the **stopping** of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or to comply with the directions of a peace officer or **traffic control device**;

**“Traffic control device”** means a sign, signal, line, meter, marking, space, barrier or device which is consistent with the Motor Vehicle Act and placed or erected by or under the authority of the **Village**, [which may include an online or digital device](#);

[Amended by Bylaw No. 546]

**“Village”** means the **Village** of Lions Bay; and

**“Village Manager”** means the **Village Manager** or Administrator of the **Village** of Lions Bay, and also means the person appointed by **Council** to the **Village Manager** or Administrator position from time to time, or other persons authorized to carry out the duties ascribed to the said **Village Manager** or Administrator.

**“Workers on film projects”** means employees of film companies who are carrying out filming-related work in the Village of Lions Bay.

### Traffic Control Devices

5. **Manager Public Works** is hereby authorized to make orders in respect of placing, or causing to be placed, **traffic control devices** on or above the surface of a **highway**, in order to enforce the provisions of this Bylaw.
6. The **Mayor**, the **Village Manager**, **enforcement officers**, employees of **Public Works** or **Lions Bay Fire Rescue**, or any other persons specifically authorized by **Manager Public Works**, may erect or place a **traffic control device** within the **Village** for a period not exceeding 48 hours at one time, in the interests of public safety or controlling **parking** during events.
7. **Manager Public Works** may erect or place or may require or permit to be erected or placed **traffic control devices** on any **highway** where construction, reconstruction, widening, repair, marking, or any other work is being carried out on the **highway** or on a parcel adjacent to it, during the period of the work, to:
  - a) indicate that persons or equipment are working upon the **highway** or on a parcel adjacent to it; and
  - b) to regulate or prohibit traffic in the vicinity of such work.
8.
  - (1) Every person must obey the directions, instructions or prohibitions on or indicated by any **traffic control device** placed or erected in accordance with this Bylaw or the Motor Vehicle Act.
  - (2) No person shall deface, damage, injure, move, remove, obstruct, or otherwise interfere with, intentionally or otherwise, any **traffic control device** placed or erected upon any **highway**.
  - (3) No person shall allow plant growth on the **boulevard** adjacent to the property where they reside to obstruct sightlines to a **traffic control device**.
  - (4) No person shall establish, place, erect or maintain, or display in, or upon, or in view of any **highway**, any sign, signal or other device which purports to be, or is in imitation of, or resembles any **traffic control device**, or which attempts to direct the movement of traffic or the **parking** of vehicles.

### Parking

9. The **Council** may direct **Manager Public Works** to designate, by the erection of a **traffic control device**, “no **parking**” zones in which **parking** or **stopping** a vehicle is prohibited by this Bylaw. The prohibition shall be in effect at all times unless **Council**, by Bylaw, limits the hours or days when the prohibition is in effect. The **Council** may specify that certain zones or stalls are reserved, either permanently or temporarily, for vehicles owned or operated by classes of

persons as **Council** may require, such as residents of the **Village**, visitors to the **Village**, **persons with disabilities**, **building-site workers**, or **workers on film projects**.

9.1 [Council hereby delegates to the Village Manager the authority to designate permissible parking hours for metered parking at the Lions Bay Beach Park Parking Lot, the Kelvin Grove Beach Parking Lot, and the Sunset Trail Parking Lot, or such other parking areas as Council may direct that metered parking be implemented, as well as the types of vehicles or trailers which may use such parking areas.](#)

[Amended by Bylaw No. 546]

9.10. No person may **stop** or **park** a vehicle:

- a) in contravention of a **traffic control device** which gives notice that **stopping** or **parking** is restricted or prohibited there, except when actively and visibly engaged in loading or unloading;
- b) on a **highway** when not displaying a valid, current insurance decal, if such decal is required for the vehicle to be lawfully driven;
- c) on a crosswalk or within 5 metres of the edge of the marked crosswalk;
- d) on that side of a **highway** within 6 metres of a **stop** sign;
- e) on a bridge;
- f) within 5 metres of any fire hydrant or standpipe, or in a position that causes it to interfere with fire-fighting;
- g) on any portion of a **highway** or public place in such a way as to interfere with or obstruct the normal flow of traffic on the **highway** or public place or in such a way as to interfere with the maintenance of such **highway** or public place by men/women and equipment provided for that purpose;
- h) in an area signed for **parking** only by residents, **Building-site workers** or persons with disabilities, except if the appropriate permit for the **parking** is prominently displayed in a vehicle's window. Homeowners receive two free resident **parking** permits, issued annually with municipal tax notices. Extra annual **parking** permits for residents, as well as **parking** permits for **building-site workers**, and for vehicles used by film companies and their employees, are to be obtained from the **Village** office upon payment of a fee in accordance with Fees Bylaw No. 497, 2016, as amended.
- i) on any portion of a **highway** or public place within 2 meters of the access to or egress from a private **driveway** or **Village** right of way;
- j) on any **highway** for a period longer than 72 consecutive hours;
- k) on any **highway** for a period longer than 24 hours after the commencement of a fall of snow; or
- l) within an intersection or within 6 metres of any intersection.

10.11. (1) No person shall **park** any **extraordinary vehicle** between 6:00 pm of any day and 6:00 am of the day immediately following on any **highway** in a residential district except when actively engaged in loading or unloading.

(2) No person shall **park** any trailer on a **highway** unless it is attached to a vehicle.

- (3) Despite 11-(1) and 11-(2), if **Council** deems that it is dangerous or impractical to **park** an **extraordinary vehicle** or trailer by an owner on real property occupied by the owner, by reason of the topography of that real property, the **Manager Public Works** may designate and specify a **parking** space on the **highway** for the vehicle or trailer, under the following circumstances:
- i. if **Council** approves a written application to **Council** by the owner of the vehicle or trailer, such approval shall be valid for no longer than 3 years, after which time the owner of the vehicle must remove it or reapply;
  - ii. upon payment to the **Village** of an annual fee in accordance with Fees Bylaw No. 497, 2016, as amended.

~~11.12.~~ The driver of a vehicle shall not **stop** or **park** a vehicle on that side and portion of any **highway** which abuts upon any property occupied by a school or used as a school playground on any school day between the hours of 8 o'clock in the forenoon and 5 o'clock in the afternoon, from Monday to Friday, from the beginning of September through to the end of June.

~~12.13.~~ The provisions of this Bylaw prohibiting **stopping** or **parking** shall not apply to:

- a) any emergency vehicle while attending at any emergency call, but this exemption shall not excuse the driver of any such vehicle from exercising due and proper care for the safety of other traffic;
- b) Municipal or Provincial utility vehicles or the vehicles of their agents;
- c) vehicles of a public utility or public transit corporation; and
- d) tow trucks, while such vehicles are actually engaged in works of necessity requiring them to be **stopped** or to **park**, in contravention of such provision.

## GENERAL REGULATIONS

### Enforcement Officers

~~13.14.~~ Every **enforcement officer** is authorized to enforce this Bylaw.

~~14.15.~~ Every **enforcement officer** is authorized to direct traffic as the **enforcement officer** considers necessary to:

- a) ensure the orderly movement of traffic;
- b) prevent injury or damage to persons or property; and
- c) permit proper action in any emergency.

~~15.16.~~ No person may refuse to comply with the direction of any **enforcement officer**.

~~16.17.~~ No person may hinder, delay or obstruct in any manner, directly or indirectly, an **enforcement officer** carrying out duties in accordance with this Bylaw.

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### Speed Limits in the Village

17-18. The speed limit on all **highways** throughout the **Village** shall be not more than forty kilometres per hour for all traffic, unless otherwise posted. The speed limit in all **lanes** throughout the **Village** shall be no more than ten kilometres per hour, for all traffic.

### Noise Making Devices

18-19. No person shall operate a motor vehicle on a **highway** while the motor vehicle is using any loudspeaker or noise-making device for advertising or other commercial purposes, unless the person is acting in support of community events or of public safety.

### Driving Over Fire-Hose Prohibited

19-20. No person shall drive a vehicle over an unprotected hose of Lions Bay Fire Rescue.

### Protection of Highways

20-21. No person shall:

- a) spill, throw, drop, deposit, leave behind, or let fall debris from or out of any vehicle, including any bottle, glass, paper, crockery, nails, tacks, wood, dirt, gravel, manure, sawdust, or refuse or any object, substance or materials whatever;
- b) allow the flow of any noxious, offensive, or filthy water or substance on or upon any **highway**;
- c) damage landscaping, grass, shrubs, trees, flowers or plantings upon a **highway**;
- d) damage or deface any **highway** by piling materials or articles upon it, carrying out any kind of job upon it, dragging or hauling heavy materials or articles on or over it, digging into it, constructing a ditch, the water from which causes damage to it, removing any paving materials, turf, plants, earth, gravel or rocks from it, or by any other activity or means which may affect the **highway**;
- e) leave any dead animal on any **highway**;
- f) camp, either by day or night, on any **highway**;
- g) make any fire on any **highway**, or make a fire at any place so as to endanger any installation on any **highway**;
- h) haul or convey any load on any vehicle, or on or through any **highway**, unless the load and any covering thereon is secured:
  - a. from becoming loose, detached or in any manner a hazard to other vehicles or users of the **highway**;

- b. from overhanging the rear or side of the vehicle in such a manner as to cause the load to drag upon the surface of the **highway**;
- i) urinate or defecate upon any **highway**;
- j) drive a vehicle or combination of vehicles with a licensed gross vehicle weight in excess of 63,500 kgs on a **highway**, without notifying the **Manager Public Works** and paying the applicable fee in accordance with Fees Bylaw No. 497, 2016, as amended; or
- k) operate or use any vehicle having wheel, tires or treads constructed or equipped with projecting lugs, spikes, clouts, ribs, clamps, flanges or other attachments or projections which extend beyond the tread or traction surface of the wheel, tire or track, upon any **highway** except as permitted by the Motor Vehicle Act.

21-22. In the event that any person shall contravene this bylaw by causing or allowing spillage, deposit or damage as outlined in Section 21-(a), 21-(b), 21-(c), or 21-(d) above, the spillage must be cleaned up within twenty-four (24) hours of any spill and any damage to the **highway** repaired or remediated within fourteen (14) days of the occurrence of the damage. This work must be carried out:

- a) under the supervision of **Manager, Public Works** or according to the directions laid down by **Manager Public Works**, and
- b) at the expense of the owner and other persons responsible, jointly and severally, for the presence of the material or substance spilled or the damage created.

22-23. In the event that the terms of clean-up or remedial work required in Section 21 are not complied with, in accordance with Section 17-(1) and 17-(2) of the Community Charter, the following procedure shall apply. **Manager Public Works** may arrange clean-up of the spill or remediation of the damage at the expense of the owner and other persons responsible, jointly and severally for the presence of the material or substance spilled or the damage created. Fees will be charged in accordance with Fees Bylaw No. 497, 2016, as amended. The **Village** of Lions Bay may recover both these fees and the costs of the clean-up or remediation as a debt from the owner and other persons responsible, jointly and severally, for the presence of the material or substance spilled or the damage created.

23-24. With the exception of young children operating a lemonade or similar stand, no person may use or occupy any **highway** for the purpose of selling or displaying any goods or services, including without limitation, flowers, fruit, vegetables, seafood, commodity, article, car cleaning or other thing, except in the case of a community event or as specifically authorized by Council.

Amended by Bylaw No. 528

24-25. No person may place or store any **chattel**, object, material, container or structure on any **highway**, except as permitted by bylaw.

25-26. No person may place a **dumpster** upon a **highway**, except with notification to the **Village** office and payment to the **Village** of a fee in accordance with Fees Bylaw No. 497, 2016, as amended.

26-27. No person may place, allow or permit any earth, rock, stone, tree, log, stump, branches or other material to accumulate, cave, fall, crumble, slide or to be otherwise deposited on any **highway**, except as permitted by bylaw.

- 
- ~~27-28.~~ No person shall make any excavation for any purpose adjoining, or adjacent to, any **highway** without building and maintaining a good and sufficient fence or other barrier along the line of such **highway**, so as to effectively guard such excavation, and to protect and guard persons and vehicles travelling along such **highway** against danger, risk, or accident by reason of such excavation.
- ~~28-29.~~ No person shall construct or maintain any doorstep, porch, railing or other projection or obstruction into or on any **highway**.
- ~~29-30.~~ Employees of the **Village** may remove any vehicle, chattel, construction, thing or growth which is an obstruction to the free or safe use of any **highway**, or which may interfere with the free use thereof, or which may encroach thereon.
- ~~30-31.~~ The **Mayor** or **Village Manager** may direct a group congregated on any **highway** to disperse, if such dispersal is necessary to prevent or assist the prevention of a breach of the peace or threat thereto, or other violation of the criminal law, or to protect members of the public from injury or damage when works of maintenance or repair are being carried on by Municipal employees, or in the event of a natural disaster or possibility thereof. No person, being directed to so disperse, shall fail to do so.
- ~~31-32.~~ No person shall skateboard, rollerblade or operate a push scooter upon any **highway** unless wearing a helmet.

### Violation Provisions

- ~~32-33.~~ (1) Any vehicle, **chattel**, obstruction or thing occupying any portion of a **highway**, where such vehicle, **chattel**, obstruction or thing interferes with the normal flow of traffic on the **highway**, or interferes with the maintenance of the **highway** by persons or equipment provided for that purpose, or is on the **highway** in contravention of the provisions of the Motor Vehicle Act or this Bylaw, is deemed to be unlawfully occupying a portion of the said **highway**.
- (2) Any **enforcement officer** may remove or cause to be removed any vehicle unlawfully occupying any portion of a **highway** and shall cause the said vehicle be towed to a place of storage and the **enforcement officer** shall immediately report the matter to the RCMP, giving a complete description of the vehicle and the location of the place of storage. Any vehicle removed by the **Village's** towing contractor may be recovered by paying the fees levied by the towing contractor, during the towing contractor's hours of operation. Any vehicle directly removed to another location within the **Village**, by **Village** staff, may be recovered by contacting the **Village** during its hours of operation and paying the fees specified in Fees Bylaw No. 497, 2016, as amended. The **Village**, a member of the **Council**, a person in lawful custody of the vehicle, or an officer, employee or agent of the municipality, is not liable, in damages or otherwise, for or in respect of any claim that may arise in respect of the vehicle after its removal in accordance with this section.
- (3) If a motor vehicle is removed, detained or impounded and not claimed by its owner within 48 hours, the **Village** will give written notice by registered mail to the registered owner at his or her address as shown on the records of the Registrar of Motor Vehicles,

advising the owner of the seizure and impoundment, the sum payable to release the motor vehicle and the date of advertising for sale by public auction if the vehicle is unclaimed.

- (4) Except for vehicles as described in 33-(2) and 33-(3) above, any **enforcement officer** may seize any **chattel**, obstruction or thing unlawfully occupying any portion of a **highway** and cause the item to be taken to a place of storage and the **enforcement officer** shall immediately report the matter to the RCMP giving a complete description of the item and the location of the place of storage. The item may be recovered by attending the **Village** office and paying the fees outlined in Fees Bylaw No. 497, 2016, as amended.
- (5) All property removed, detained or impounded under all the provisions above of this section shall be deemed to have come into the custody and possession of the **Police force** on behalf of the **Village**. Where the owner of the property has not been ascertained, and no order of a competent court has been made with respect thereto, the property shall be disposed of or sold by the **Village Manager** in accordance with section 67 of the Community Charter. A fee in accordance with Fees Bylaw No. 497, 2016, as amended shall be charged by the **Village** against the proceeds, and the balance shall be held for the owner. If the balance remains unclaimed after one year from the sale date, the balance shall be paid into the general revenue of the **Village**. The **Village**, a member of the **Council**, a person in lawful custody of a vehicle, **chattel**, obstruction or thing, or an officer, employee or agent of the municipality, is not liable, in damages or otherwise, for or in respect of any claim that may arise in respect of the item after its disposal in accordance with this section.
- (6) Despite any other provision of this Bylaw, if a **chattel**, obstruction or vehicle removed, detained, or impounded is a perishable article, has an apparent market value of less than \$2,000.00 or if its custody involves unreasonable expense or inconvenience, the **Village Manager** may decide not to proceed to public auction, and may dispose of the **chattel**, obstruction or vehicle in any manner in which he or she deems expedient.

## Penalties

~~33.34.~~ Any person contravening or committing any breach of or committing any offence against any of the provisions of this Bylaw, or of the regulations or orders issued under this Bylaw, or refusing, omitting, or neglecting to fulfill, observe, carry out or perform any duty or obligations imposed by this Bylaw, or by the regulations or orders created hereunder, prescribed or imposed, is liable on summary conviction, to a fine of \$10,000, and is guilty of a separate offence each day that a violation continues to exist.

[Amended by Bylaw 385]

~~34.35.~~ 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.

[Amended by Bylaw 465]

[s. 35 Amended by Fees Bylaw No. 497, 2016]

READ A FIRST TIME on	July 6, 2009
READ A SECOND TIME on	July 6, 2009
READ A THIRD TIME on	July 20, 2009
ADOPTED by the <b>Council</b> on	July 21, 2009

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Mayor

---

Village Manager

Certified a true copy of  
Bylaw 413, 2009 as adopted

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Village Manager

## VILLAGE OF LIONS BAY

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### Incoming Correspondence - May 8, 2018

*General Correspondence:*

G-1: Budget Notes from MLA Jordan Sturdy (Page 1)

G-2: 2018 LMLGA Annual Report (*see link in email for annual report*) (Page 15)

G-3: Trans Mountain Pipeline Expansion Project (Page 17)

UPDATE FROM  
**MLA Jordan Sturdy**

[View this email in your browser](#)



## **Budget Notes from Jordan**

While Budget 2018 or Bill 2, the Budget Measures Implementation Act, was first introduced at the beginning of the spring session, the examination and approval of government spending continues into April and perhaps even May. The process called “Estimates” contains the annual proposed budgets of each government Ministry and the work of reviewing and approving these expenditures takes place in Committee of Supply. The estimates process concludes with the passage of an accumulated approved Ministry Estimates.

The spending aspect of the 2018/19 Budget is just shy of \$52 billion and quite reasonably focuses on those most in need - low income families, childcare supports, seniors on fixed incomes, those at risk of being or actually homeless, women and children fleeing abuse, Indigenous First Nations, students and transition housing.

However the revenue and taxation side of the budget contains many new measures that are quite concerning and will have significant impacts to families and businesses. Some of these new proposed measures; the Health Tax, the Speculation Tax and the increased School Tax, appear to be punitive with consequences that are counterproductive to the notionally proposed objective - improving affordability.

The new Employers Health Tax (aka – the payroll tax) will affect businesses with a payroll over \$500,000. This surtax of up to 1.95% of business payrolls, whether in tourism, forestry, shipping, manufacturing, technology or transportation will also impose a tax on

charitable organizations, non-profit societies, municipalities, school boards, universities and health authorities. The misconception implicit in the tax is that employers with large payrolls have large profits. This is simply not true as many in the tourism or food service industry will testify. Impacts on municipalities will also have the potential to be severe. As an example, in the case of West Vancouver, the Employers Health tax is estimated to have the potential to require a 2% tax increase.

The Speculation Tax has proved to be a poorly planned and rolled out new tax on homes that are not principal residences in select areas of British Columbia. While it is more of an asset tax than a "speculation tax", there is no regard for the length of time a property is owned. So poorly planned was this tax that less than a month after announcing the tax, government scrambled to make a series of amendments. In West Vancouver - Sea to Sky Bowen Island, Passage Island and Bowyer Island are now excluded while in the rest of the riding the Speculation Tax will apply to non-principal residences in West Vancouver and Lions Bay. In 2019, B.C. residents who are subject to the tax will pay a rate of 0.5 per cent of assessed value; Canadians from outside B.C. will pay a 1 per cent tax rate, while non-Canadians will pay 2% of the value of the property each year. For British Columbian second home owners captured by the tax a limited tax credit is available. Squamish, Whistler and Pemberton are not currently included in the taxation catchment however both Squamish and Whistler are reviewing how the implementation of this tax could impact their communities, either by potential inclusion or continuing exclusion. The enabling legislation will not be introduced in the Legislature until the fall and as more changes may be announced we will be paying close attention. As the saying goes, "the devil is in the details". For more information on this new tax and whether or not you are included contact our office and we will try and help you out.

The increased School Tax, which is a tax on assets owned, will apply to homes valued over \$3 million – without regard to the length of time an occupant has owned their residence. This new tax may hit many across West Vancouver – Sea to Sky as a surprise and contrary to its title it won't be directed into the education system – it will go into general revenue for the Government. In West Vancouver alone the amount of School Tax collected by the province will increase from \$49 million to \$100 million. Unfortunately this tax is arbitrary and some would say punitive as it has no relationship with ability to pay.

Provincial income taxes will increase and see the tax collected go up by nearly \$1 billion every year with an extra 2% surcharge on families making over \$150k per year.

The big news on carbon tax is that not only is it going up by \$5/T/year, but the NDP has

abandoned the longstanding policy of revenue neutrality, for which the United Nations bestowed a UN Momentum for Change award to British Columbia in 2016. The award focused on the “revenue neutral” aspect of the tax, the principal being that the tax was revenue neutral, meaning that every dollar generated is returned to British Columbians in the form of personal and business tax reductions. Going forward the NDP will spend your carbon tax dollars on whatever they want but it’s not likely to be tax reductions.

The 2018 Budget has also expanded the potential uses of the Municipal and Regional District Tax (MRDT or Hotel tax) to include the development of workforce housing. Funds generated from the MRDT were previously directed to tourism marketing, programs and projects that improve the tourism experience. While funding for housing is clearly needed, pitting housing against tourism in our region, where tourism is such a significant contributor to the economy is frankly, just a bad idea. Councils will have difficulty continuing to support tourism while grappling with housing needs. I believe that the underlying objective of the government is to reduce provincial funding support for employee housing in tourism communities.

The full impacts of Budget 2018 are still being assessed and my colleagues and I are committed to working hard to represent your concerns in Victoria. If we can be of assistance or if there are things you believe that I have overlooked or need to be made aware of please contact my office at [Jordan.sturdy.mla@leg.bc.ca](mailto:Jordan.sturdy.mla@leg.bc.ca) with your questions or concerns.

**Have a great spring!**

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**Across West Vancouver-Sea to Sky**

**Cove Commons Opens on Bowen Island**



Cove Commons is now open in Snug Cove on Bowen Island. The new shared hub houses the library and the art gallery in one creative community space. An additional phase of the project, the Plaza, will be a multi-functional outdoor town square/public plaza that includes a courtyard and a garden. Congratulations to the community and all of the volunteers who worked so hard to bring this shared vision to life.



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**Marine Search and Rescue Funding**



Royal Canadian Marine Search and Rescue – Station 1 received \$40,000 in funding which will assist with operations and maintenance of the two rescue vessels and the all-volunteer station. Station 1 responds to marine rescue calls in Howe Sound, the Strait of Georgia, False Creek and English Bay up to Lions Gate Bridge. RCM – SAR 1 is typically operated by a crew of four. Crews rotate in 12 hour shifts to ensure there is always 24/7 coverage.

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#### West Vancouver Youth Public Speaking Contest



I joined West Vancouver School Superintendent Chris Kennedy and MP Pamela Goldsmith-Jones for the annual public speaking competition, Rock Talks, at Rockridge Secondary School in Caulfeild. It's a tradition that the finalists present to the entire student body on a topic of their choice in one of three categories - Serious, Humorous or Dramatic Monologue.

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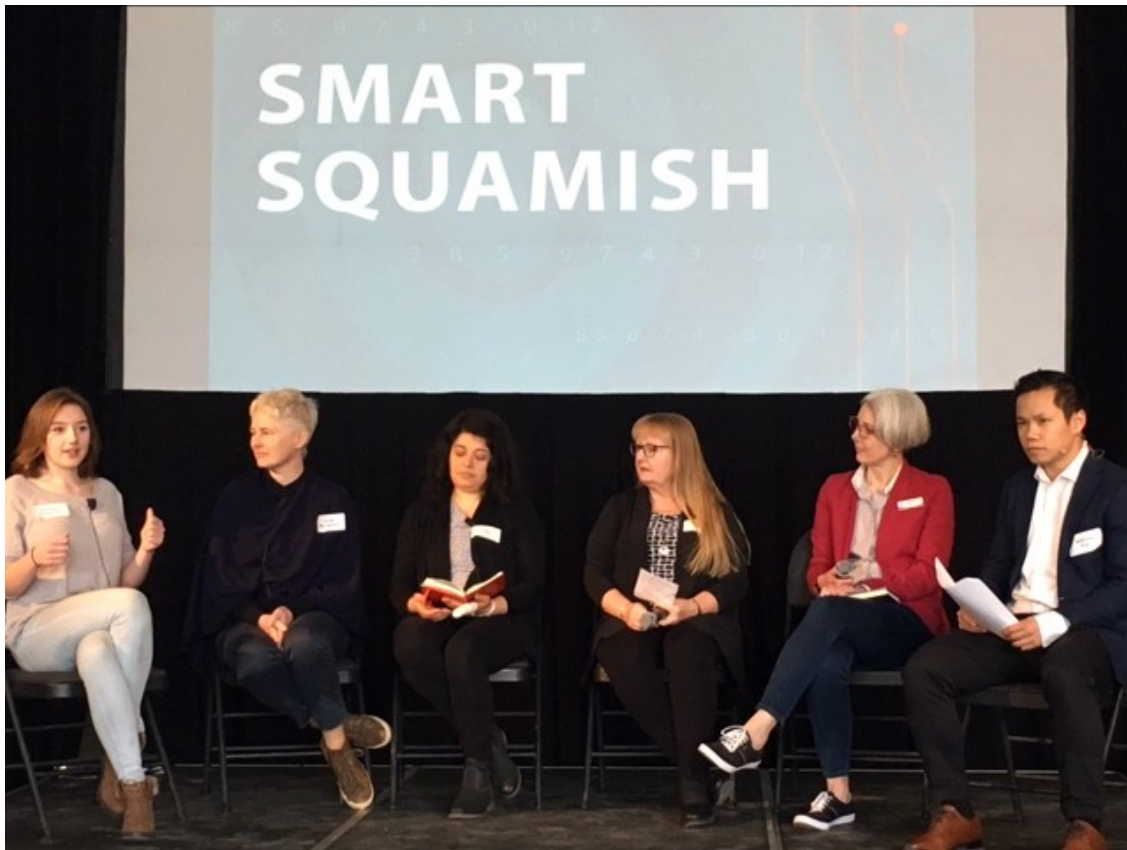
**Celebrating Small Business Success in the Corridor**



West Vancouver – Sea to Sky was well represented at the Small Business BC Awards recently for the 15<sup>th</sup> annual celebration. Joining me for dinner were (r to l) Junichi Matsunaga, Mountain Skills Academy and Adventures in Whistler, Graham Turner, Pemberton Chamber of Commerce, Melissa Pace, Whistler Chamber of Commerce, Louise Walker, Squamish Chamber of Commerce, Mark Senner, West Vancouver Chamber of Commerce, Beth Shaw, Craft Jerky in Squamish and Glen Suberlak of Pinpoint Productions in Squamish. Noah Pryce Jones from Home Farm Gardens on Bowen Island also braved the snow-magedon evening to join us for the event. Chris Arkell and Cinci Csere from Sea to Sky Removal in Squamish took home the award for Best Concept for their construction site waste recycling programs.

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**Squamish to Apply for Smart Cities Canada Funding**



The District of Squamish hosted the Smart Squamish Community Workshop where innovative proposals were reviewed as part of the District's submission preparation for the Smart Cities Canada Challenge. The Challenge is a pan-Canadian competition open to communities of all sizes, including municipalities, regional governments and Indigenous communities which encourages communities to adopt a smart cities approach to improve the lives of their residents through innovation, data and connected technology.

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### **Recognizing Long Term Entrepreneurs in Pemberton**



Graham Turner of the Pemberton Chamber of Commerce and I recognized the Centennial Café in the Village of Pemberton for being part of the community for 50 years. Joe and May Fong, the fourth generation of Chinese-Canadians to run the restaurant are looking forward to retirement and Pemberton is looking forward to a new restaurant in the Centennial Café location. (Photo Credit: Valerie St-Arnaud, Calling Mountains Productions and Pemberton Chamber of Commerce)

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### **Federal Government Update in Whistler**



The Whistler Chamber of Commerce hosted an update with MP Pamela Goldsmith-Jones where attendees posed digital questions pertinent to Federal Government funding and programs in the Sea to Sky corridor. Of particular interest were the topics of affordable housing and transit as well as protection of the natural environment. Pictured are Councilor John Grills, Chamber CEO Melissa Pace, MP Goldsmith-Jones and Chamber Board Chair, Theresa Walterhouse.

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### **BC Chamber of Commerce Engages with Sea to Sky Business Owners**



The Pemberton Chamber of Commerce organized a breakfast event with BC Chamber, CEO, Val Litwin who visited communities in the Sea to Sky corridor recently to share the work that his team is focused on to support business across BC. The BC Chamber represents 36,000 businesses in all sectors of the provincial economy. Much of the discussion focused on tax implications from Budget 2018 and the importance of Chambers being able to access local, relevant data to make the right advocacy and policy decisions for members.

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### **Community Groups at Work**

Bike Trail Work Underway in Squamish



Great trail work participation from volunteers (70 – 80 diggers and dirt movers) with the Squamish Off-Road Cycling Association (SORCA) who made good progress on 500

metres of trail on Pamplemousse. Thanks to everyone that showed up and to Nesters, Corsa Cycle and Ride BC. (Photo Credit: SORCA)

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**From:** [Lions Bay Reception](#)  
**To:** [Agenda](#)  
**Subject:** FW: 2018 LMLGA Annual Report  
**Date:** Tuesday, April 24, 2018 12:50:05 PM  
**Attachments:** [2018 LMLGA Annual Report - 2018-04-24.pdf](#)

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For Incoming Correspondence

**Susan Loutet**

*Administrative Assistant*

**The Municipality of the Village of Lions Bay.** [www.lionsbay.ca](http://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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**From:** Jamee Justason [mailto:[jjustason@ubcm.ca](mailto:jjustason@ubcm.ca)]

**Sent:** Tuesday, April 24, 2018 12:35 PM

**Subject:** 2018 LMLGA Annual Report

Attn:

Mayor/Chair

Council/Board

Senior Staff

Dear Lower Mainland LGA member local governments:

Please find the attached 2018 Lower Mainland LGA Annual Report.

The Annual Report contains important information for the upcoming AGM and Convention, including:

- President's Report
- 2017 Financials
- Draft 2018 Budget
- Nominations for the 2018-2019 Executive
- Resolutions for consideration by the membership

Hard copies of the Annual Report will be available at the AGM and Convention.

For more information about the 2018 LMLGA AGM and Convention, please visit our web site: <http://www.lmlga.ca/pages/events/2018-agm-conference.php>

Join us May 9-11 in Whistler. Register today: <https://www.civicinfo.bc.ca/event/2018/LMLGA>

Thank you,

*Jamee*

**Jamee Justason**

Executive & Association Services Coordinator

**Union of BC Municipalities**

**Lower Mainland Local Government Association**

60 – 10551 Shellbridge Way

Richmond, BC V6X 2W9

Phone: 604-270-8226 Ext. 100

Email: [jjustason@ubcm.ca](mailto:jjustason@ubcm.ca)

Websites: [www.ubcm.ca](http://www.ubcm.ca) and [www.lmlga.ca](http://www.lmlga.ca)

**From:** [Shawna Gilroy](#)  
**To:** [Shawna Gilroy](#)  
**Subject:** FW: City of North Vancouver's Resolution re Trans Mountain Pipeline Expansion Project  
**Date:** Friday, May 04, 2018 12:53:35 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[20180503153110611.pdf](#)

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**From:** Holly Atkinson [<mailto:haatkinson@cnv.org>]  
**Sent:** Thursday, May 03, 2018 4:03 PM  
**Subject:** City of North Vancouver's Resolution re Trans Mountain Pipeline Expansion Project

Dear Metro Vancouver Municipalities,

On behalf of Mayor Mussatto and North Vancouver City Council, our letter to Jonathan Wilkinson MP (North Vancouver) and our April 23 unanimous resolution in respect of the Trans Mountain Pipeline Expansion Project is attached for your information. I would be grateful if you could forward this to your respective Mayors and Council.

A letter in the same terms was also sent to:

- Terry Beech, MP Burnaby North-Seymour
- Pamela Goldsmith-Jones, MP West Vancouver-Sunshine Coast-Sea to Sky Country
- Bowinn Ma, MLA North Vancouver-Lonsdale
- Jane Thornthwaite, MLA North Vancouver-Seymour
- Ralph Sultan, MLA West Vancouver-Capilano
- Jordan Sturdy, MLA West Vancouver-Sea to Sky.

Kind regards,  
Holly

**Holly Atkinson**

Administrative Assistant, Mayor's Office  
t: 604.998.3448 | e: [haatkinson@cnv.org](mailto:haatkinson@cnv.org)

**City of North Vancouver**

141 West 14<sup>th</sup> Street, North Vancouver, BC V7M 1H9  
Reception: 604.985.7761 | [www.cnv.org](http://www.cnv.org)



**The City of North Vancouver**  
OFFICE OF MAYOR DARRELL MUSSATTO

---



May 3, 2018

Jonathan Wilkinson  
MP North Vancouver  
102 W 3 Street  
North Vancouver, BC V7M 1E8

Dear Mr. Wilkinson:

Trans Mountain Pipeline Expansion Project

At its Regular Meeting of April 23, 2018, City of North Vancouver Council unanimously approved the following resolution:

**WHEREAS** the Trans Mountain Pipeline Expansion Project and the related seven-fold increase in tanker traffic in the Burrard Inlet will increase the risks to neighbouring municipalities of spills of diluted bitumen;

**WHEREAS** municipalities will bear the costs of damages in excess of that covered by the Federal Spill Response Program;

**AND WHEREAS** thousands of current jobs and millions of dollars of economic activity on the waterfront will be put at risk by these threats;

**THEREFORE BE IT RESOLVED THAT** the City of North Vancouver support British Columbia's efforts to obtain clarity from the Supreme Court of Canada about the rights and jurisdiction to protect our waterfront and who will bear full responsibility for the costs of clean-up and related damages in the event of any spill;

**AND THAT** a copy of this resolution be forwarded to Metro Vancouver municipalities and local MLA's and MP's.

Council expressed its support as to the importance of efforts to ensure the protection of our valuable waterways and coastlines.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Darrell", is located below the "Yours sincerely," text.

Darrell Mussatto  
Mayor

cc: Karla Graham, City Clerk, City of North Vancouver  
Metro Vancouver municipalities

Intentionally Blank

# **ON-TABLE ITEMS**

**From:** [Karl Buhr](#)  
**To:** [REDACTED]  
**Cc:** [Council @ Lions Bay; Agenda](#)  
**Subject:** RE: Interchange in Kelvin Grone  
**Date:** Saturday, May 05, 2018 8:52:32 AM  
**Attachments:** [IMG\\_8363.jpg](#)  
[IMG\\_0785 2.jpg](#)  
[IMG\\_0783.jpg](#)

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Hello Wes,

Oddly, I have not received this email before, although the April 27 version seems correctly addressed to council@lionsbay.ca. So it's good you checked. April 27 would have been one day over the deadline for the agenda for the upcoming Council meeting on Tuesday, but I have no problem making it a late add, herewith with advance notice to Council. We will discuss and get back to you.

Regards,  
Karl

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

**From:** Wes Taylor [REDACTED]  
**Sent:** Saturday, May 5, 2018 8:33 AM  
**To:** Karl Buhr <mayor.buhr@lionsbay.ca>  
**Subject:** Fwd: Interchange in Kelvin Grone

Hi Karl, I sent this email a week ago and have not heard anything in return as of yet. I apologies if it's in the lineup somewhere, please confirm council has received this email?

Sent from my iPhone

Begin forwarded message:

**From:** "Wes Taylor" [REDACTED]  
**To:** "Wes Taylor" [REDACTED]  
<[REDACTED]>  
**Subject:** Fwd: Interchange in Kelvin Grone

Begin forwarded message:

**From:** Wes Taylor [REDACTED]  
**Subject:** Interchange in Kelvin Grone  
**Date:** April 27, 2018 at 9:40:38 AM PDT  
**To:** council@lionsbay.ca<<mailto:council@lionsbay.ca>>

Hello Honorable Council Members,

We are the Taylor Family, living at 10 Periwinkle Pl,

When we bought our home in 2014, we knew we would have the highway as a neighbour, and it was accepted.....But what we cannot accept are the recent effects on our neighbourhood caused by the interchange renewal. With the removal of the old vegetation, villagers on Periwinkle, Sweetwater and Tidewater are now significantly more exposed, to ever-increasing traffic noise, and loss of privacy. I have had many conversations with fellow KGers expressing the same questions. Please help us?

At first I was happy to see the crews working."Whatever is going in must be an improvement ", I thought. And I was happy to see them add soil, and cloth, and low growing, heartier shrubs. But that's where the progress

stopped.Hmmmm No trees or hedge? No wall or fence?

In seeking answers about the state of the project, I contacted Nai Jaffer at Public Works. He expressed frustration about getting any answers from the contractors or the Ministry, but we decided it looked as though they had finished.

Nai also confirmed some of the history of the plantings on the mounds; how everyone cooperated to plant the original vegetation, with funding, under the agreement the Village would maintain them going forward. He then explained how it's too costly for the Village to maintain these beasts,(I totally agree) and that the Ministry's solution was to plant something which needed far less care.

I think the vegetation they have planted will fill in nicely, and provide a low maintenance covering, but we must have something on top of the mound to cut noise. A hedge, or for less maintenance, a fence or sound wall. But I digress from the solutions at this point, but would just like to start the process of recognizing the problem, and seeking support from Council on this matter.

Please call or write any time, kind regards Wes Taylor



Below are some photos of Before and After:

[cid:0706A31B-6A5D-496C-A989-34BAD992265F@hitronhub.home]

The Green line indicates the new height of the vegetation, Red line the former height. Please note the three established conifers in frame. There were also many 6ft firs growing down the near bank(left,out of view).

[cid:7F6842A6-2DB0-4412-937A-0D253B3AE490@hitronhub.home]

Notice the massive amount of sound-deadening greenery which was removed, replaced by low growing grass and honey suckle. Some well established conifers 10-15 ft, and many 6ft shrubs removed.

[cid:F127625A-D7C8-4655-8A72-C201D5323D21@hitronhub.home]

Another view of the South Mound, in former glory.

Any guidance and support is much appreciated, Sincerely, Wes Taylor



STOP

GREEN ST



