



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

### REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF LIONS BAY HELD ON TUESDAY, SEPTEMBER 4, 2018 at 7:00 PM COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY

#### 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. Special Council Meeting – July 26, 2018 (Page 5)  
 THAT the Special Council Meeting Minutes of July 26, 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 Bay Trail Maintenance Committee	Peter and Karl
42	April 24, 2018	IRR ID 159: Liquor Primary License – Exploration of Cannabis Policy – staff to prepare a report	Peter – see report
48	May 22, 2018	Lions Bay Beach Park Parking Lot Update	Peter/Nai
51	June 5, 2018	Lions Bay Beach Park Update	Peter/Nai
56	July 3, 2018	G4: City of North Vancouver – Notice to Withdraw from the North Shore Bylaw Notice Dispute Adjudication Registry Agreement – CAO to follow up	Peter

- B. Unfinished and New Information and Resource Requests (IRRs) (Page 11)

THAT the following actions be taken with respect to the IRRs [to be determined in meeting]:

## 8. Reports

### A. Staff

#### i. CFO: Council Remuneration (Page 23)

Recommendation: THAT Council approve an increase in the Mayor's annual salary in the amount of \$1,318.50 effective January 1, 2019; and THAT Council approve an increase in the Councillors' annual salaries in the amount of \$659.25 effective January 1, 2019.

#### ii. CFO: Liability Coverage for Seniors Social Circle (Page 25)

Recommendation: THAT the draft Service Provider Agreement attached between the Village of Lions Bay and the Village of Lions Bay Seniors Social Circle be approved; and THAT the Agreement be forwarded to the Seniors Social Circle for execution and then forwarded to the Municipal Insurance Association with payment of the premium of \$250.

#### iii. CAO: Strategic Goals Update (Page 31)

Recommendation: THAT the Information Report, Strategic Goals Update, be received.

#### iv. CAO: Lions Bay Style Guide (Page 47)

Recommendation: THAT Council be given an opportunity to provide feedback/comments regarding the attached draft Lions Bay Style Guide by sending them to the CAO to add to the comments in this report for forwarding to the consultant, Mr. Shore for consideration.

#### v. CAO: Non-Medical Cannabis Retail Store License Applications – Policy No. 1802 (Page 65)

Recommendation: THAT the attached Policy No. 1802 - Non-Medical Cannabis Retail Store License Applications, be adopted; and THAT staff provide a certified copy of the adopted Policy No. 1802 to the Liquor and Cannabis Regulation Branch.

#### vi. PWM: Award of Contract for Servicing of New Lot at 35 Kelvin Grove Way (Page 75)

Recommendation: THAT Council approve the contract for the construction management for the servicing of Kelvin Grove Rem Lot 50 to Creus Engineering Ltd. in the amount of \$14,980.00; and

THAT Council award the construction contract for the servicing of Kelvin Grove Rem Lot 50 to Capilano Highway Services Company for \$141,290.00; 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.

- B. Mayor – None
- C. Council
  - i. Councillor McLaughlin: Historical Society Change (Page 133)
  - ii. Councillor McLaughlin: Lions Bay Arts Fundraising Event (Page 135)
- D. Committees – None
- E. Emergency Services – None

## 9. Resolutions

### A. Appointment of Chief Election Officer and Deputies

Recommendation: THAT Peter DeJong, CAO and Corporate Officer, be confirmed as the Chief Election Officer for the 2018 General Election; THAT the Chief Election Officer be authorized to enter into service agreements as may be necessary in respect of the election; and THAT Pamela Rooke and Hayley Cook be appointed as Deputy Chief Election Officers for the 2018 General Election.

### B. Firefighter’s Day Resolution

Recommendation: THAT Council approve the request from the Fire Chief to allow angle parking along Lions Bay Avenue, and to allow relaxation in permit parking spaces during the 2018 Firefighter’s Day on Saturday, September 8, 2018 from 2:00 p.m. to 11:00 pm at Lions Bay Beach Park; and

THAT Council grants the approval of the establishment of the beer garden by the Lions Bay Fire Department between 2:00 p.m. and 11:00 p.m. on September 8, 2018; and

THAT Council extend the hours of Lions Bay Beach Park until 12:00 midnight to allow for clean-up after the event.

## 10. Bylaws

### A. Kelvin Grove Road Closure Bylaw No. 550, 2018 – Adoption (Page 137)

Recommendation: (1) THAT Road Closure Bylaw No. 550, 2018, be adopted.

(2) THAT staff continue to pursue cancellation of the Minister's right of resumption in accordance with provincial enactments.

B. Fees Bylaw No. 497, 2016, Amendment Bylaw No. 551, 2018 – Three Readings (Page 145)

Recommendation: THAT Fees Bylaw No. 497, 2016, Amendment Bylaw No. 551, 2018 be introduced and given first, second and third reading.

**11. Correspondence**

A. List of Correspondence to August 30, 2018 (Page 169)

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:

- c) labour relations or other employee relations;
- 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;
- l) discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [annual municipal report];
- 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;

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

**16. Adjournment**



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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**SPECIAL MEETING OF THE COUNCIL  
OF THE VILLAGE OF LIONS BAY  
HELD ON THURSDAY, JULY 26, 2018 at 4:00 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 (via telephone)  
Councillor Ron McLaughlin

Regrets: Councillor Jim Hughes

Staff: Chief Administrative Officer Peter DeJong  
Chief Financial Officer Pamela Rooke  
Office Coordinator Shawna Gilroy (Recorder)

Delegations: 0

Public: 0

**1. Call to Order**

Mayor Buhr called the meeting to order at 4:00 p.m.

**2. Adoption of Agenda**

Moved/Seconded

THAT item 8Bi – Community Signage Style Guide be added; and

THAT item 12A – BC Hydro Power Outage be added; and

THAT the agenda be adopted, as amended.

**CARRIED**

**3. Public Participation**

None

**4. Delegations**

None

**5. Minutes**

A. Regular Council Meeting – July 17, 2018

The following was amended:

- Copy the text from the closed meeting minutes under item 8 – Reporting Out and replace the current text from item 15 – Reporting Out in the open meeting minutes for consistency.

Moved/Seconded

THAT the Regular Council Meeting Minutes of July 17, 2018 be approved as amended.

**CARRIED**

**6. Business Arising from the Minutes**

None

**7. Unfinished Business**

None

**8. Reports**

A. Staff

i. CFO: Award of Contract for Public Works Trucks

CFO Rooke advised Council that subsequent to Council approving the resolution to purchase Public Works trucks at the July 17, 2018 Council meeting, staff conducted a further review of the specs and noted a few required changes that impacted the price, requiring an increase to \$410,000.

Moved/Seconded

THAT resolution number 8Aviii from the July 17, 2018 Regular Council Meeting, which stated:

THAT Council award the contract for the purchase of five Public Works trucks in an amount up to \$379,000 (including GST and PST) to Dams Ford Lincoln Sales Ltd.; and

THAT the Mayor and CAO be authorized to execute a sales contract with Dams Ford Lincoln Sales Ltd. for the purchase.

be rescinded

**CARRIED**

Moved/Seconded

THAT the contract for the purchase of five Public Works trucks in an amount up to \$410,000 (including GST and PST) be awarded to Dams Ford Lincoln Sales Ltd.; and

THAT the Mayor and CAO be authorized to execute a sales contract with Dams Ford Lincoln Sales Ltd. for the specified purchase.

**CARRIED**

B. Mayor

i. Community Signage Style Guide

Mayor Buhr provided an on-table document from the contractor for the Community Signage which required Council’s review and approval.

Moved/Seconded

THAT Council receive the Community Signage Style Guide report for information.

**CARRIED**

C. Council

None

D. Committees

None

E. Emergency Services

None

**9. Resolutions**

None

**10. Bylaws**

None

**11. Correspondence**

Moved/Seconded

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

**CARRIED**

**12. New Business**

A. BC Hydro Power Outage

Councillor McLaughlin advised that he received two emails from residents noting that the BC Hydro power outage had been re-scheduled for August 8<sup>th</sup>. He believed it was fair to say that staff and the community were in an uproar regarding the miscommunication surrounding the original July 12<sup>th</sup> power outage and thought that we should ask for something from BC Hydro as a “feel-good” to the community for the inconveniences, such as a donation to Firefighter’s Day. Council did not agree with asking for a contribution.

**13. Public Questions & Comments**

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:

c) labour relations or other employee relations;

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

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

**CARRIED**

*The meeting was closed to the public at 4:23 p.m.*

*The meeting was re-opened to the public at 4:41 p.m.*

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

Council resolved the following resolution:

THAT staff submit an application for grant funding for the Water System Efficiency Upgrade Project through the Canada-British Columbia Investing in Canada Infrastructure Program – “Green Infrastructure – Environmental Quality Sub-Stream” (ICIP); and

THAT Council supports the Water System Efficiency Upgrade Project and commits the Village of Lions Bay’s share of the project of up to \$200,000, to be funded by previously approved Municipal Finance Authority borrowing and transfers from reserves.

**16. Adjournment**

Moved/Seconded

THAT the meeting be adjourned.

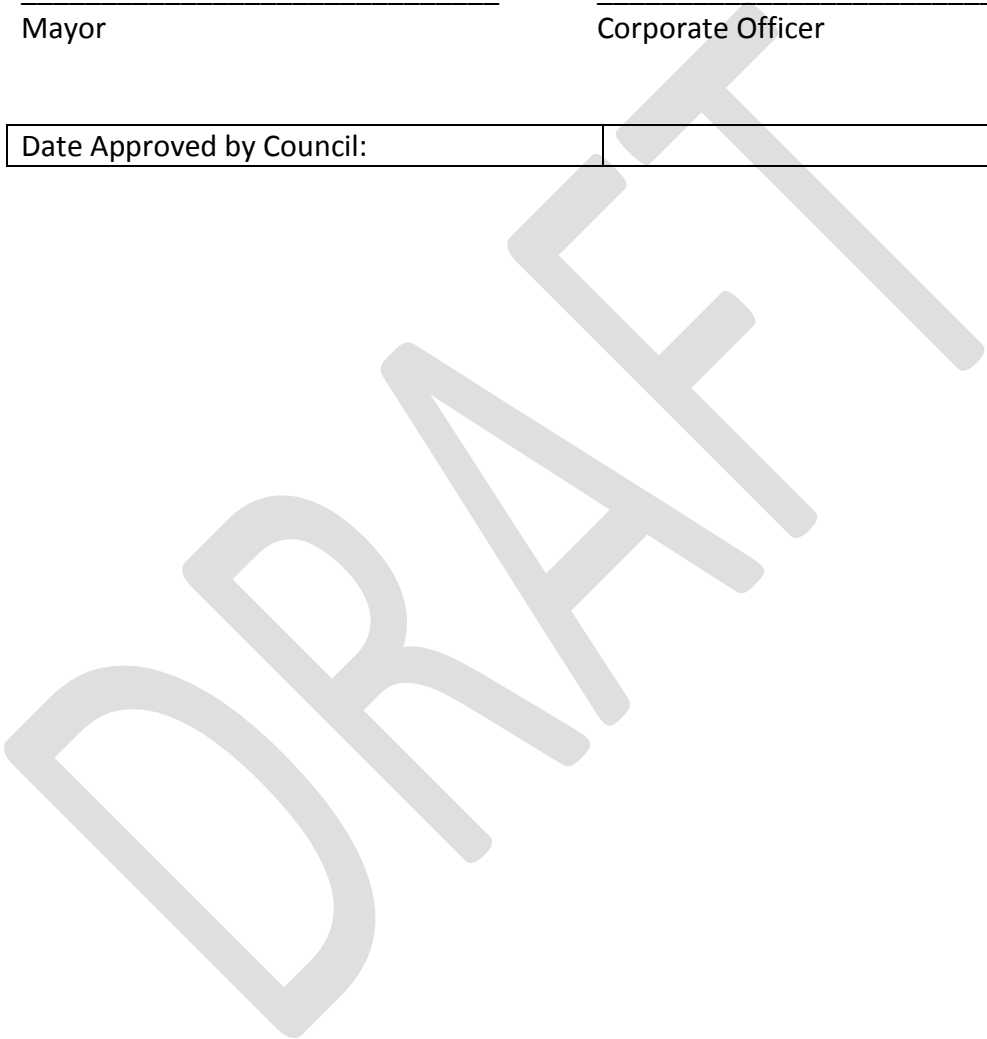
**CARRIED**

*The meeting was adjourned at 4:42 p.m.*

\_\_\_\_\_  
Mayor

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

Date Approved by Council:	
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REQUESTS FOR COUNCIL										
<u>Request ID</u>	<u>Meeting Date of Request</u>	<u>Requester</u>	<u>Subject</u>	<u>Issue and Information/Resources Requested</u>	<u>Requester's Priority 1 (lo) - 5 (hi)</u>	<u>Rationale</u>	<u>Personnel and/or Financial Resources Est'd by Requester</u>	<u>Admin Owner</u>	<u>Preliminary Administration Response</u>	<u>Committee Recommendation / Council Disposition</u>
155	19/Apr/18	Buhr	Power to Bus Shelter	Please install power to the new bus shelter, then a powered light with schedule, on at dusk, off at 11 pm, on at 6:30 (overridden if already light), off at dawn, so that I can advise the Village.				PWM	Cobra, electrical subcontractors for BCHydro, installed timers and cables for bus shelter this past week, so just waiting for Hydro to connect the power (Hydro has this in their cue and will attend to it as they are able).	
159	22/May/18	Buhr	Water Buoy KG	Erect (suitable) signage on mooring, and operation of any power vessel within the boundaries of the park (from the land high water mark to a line between the marked points to the north and south), is prohibited, and enforced under Lions Bay Bylaw ___ of 2017."				PWM	Under the Canadian Shipping Act 2001 (CSA), the Vessel Operation Restriction Regulations (VORR) prohibit the placing of any signs or symbols on control buoys and keep-out buoys unless they are authorized under the CSA or another Act of Parliament, such as the Navigable Waters Protection Act. The CSA governs the design of private marker buoys used to restrict navigation (for example, speed limits, keep-out areas). Under the VORR, requests for restrictions must be originated by local authorities, and must be sent to Transport Canada's Office of Boating Safety for final review. The requirements for this are extensive and are under review.	
184	22/May/18	Buhr	Drivethrough notes	General overhead and sightline branch trimming would assist with excessive shagginess.				PWM	Staff are currently behind on our regular operating maintenance. Once the beach park, parking signage, and water main flushing are complete, we'll try to tackle this work.	
210	5/Jun/18	Buhr	Crystal Falls Lots	Please provide a comprehensive report on the "eight lots" at Crystal Falls, suitable for publication to the community by end-June.				CAO	Will get to this at earliest opportunity.	<i>Update: See Report in Sept.4, 2018 Agenda</i>
215	5/Jun/18	Buhr	Project Management Tools	Please report to Council on the project tracking tools and methodologies used by staff to establish and track timelines and critical paths.				CAO	Strategic Plan; Projects & Priorities Spreadsheets; White Boards; Follow Up Action Lists; Staff Meeting Agendas; IRRs; CSRs; Financial Calendars; Outlook Calendars, etc. These are not all public documents and cannot all be published in an agenda. Key documents are already published.	
216	5/Jun/18	Buhr	Real Estate Information	Please report on home ownership turnover last 5 years, drawn from title database. If the demographic (ages of new residents, particularly kids) can be reported, so much the better.				CAO	no demographic information available	deferred

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221	5/Jun/18	Buhr	Council Access to Closed Materials Online	Can Closed meeting packages be made available behind a login for browse and search?				CAO	CAO to inquire with Upanup	
223	5/Jun/18	Buhr	Spring Loaded Door Stops	Please install proper hardware on all municipal spring-loaded doors to hold them open, instead of the current rocks and blocks of wood.				PWM	Elephant feet can go on Hall doors, but cannot put on Council Chambers door per fire code - in progress (materials purchased for some doors and installation pending).	
230	5/Jun/18	Buhr	Garbage Can Optimization	Before buying new, please audit whether garbage cans locations are optimised for demand, and report on any moves.				PWM	Public Works moved one can from map kiosk to Kelvin Grove Parking Lot – will ask Waste Control Services for anecdotal information, if available - in progress	
246	19/Jun/18	Buhr	Electrical Box on Bayview	Please paint electrical box on Bayview Rd. across from the school, pending vinylwrap budgeting				CAO	The PWM put this painting task on the CSR long list. This is the Temporary Bayview PRV - the long term plan is to replace this with a Permanent large valve PRV. We don't have a budget to vinyl wrap (min.~ \$3,000.) Our workplan is to sand and paint.	
254	4/Sep/18	Buhr	Surveillance Cameras	Please report on feasibility, cost, technology and efficacy of video surveillance of selected municipality-owned areas of the community, particularly for after-the-fact identification and enforcement of perpetrators of nighttime incidents.				CAO	See report on Agenda for Sept.18th meeting	
255	4/Sep/18	Buhr	Bus Shelter Pole	Please brace the pole with a bracket to the bus shelter. The last response to this request made no sense, so we were not talking about the same thing.				PWM	New taller pole just installed by West Van's Sign Shop in accordance with Translink's requirements. The sleeve receiver is bolted into the concrete and designed to firmly hold the pole. A brace is unnecessary and would be custom (\$) and take time to build/install.	
256	4/Sep/18	Buhr		When does the bus shelter get repaired from the collision?				CAO	ICBC approved estimated repair - request put in to proceed	
257	4/Sep/18	Buhr		Never did get a straight answer on repainting the electrical box housing the PRV opposite the school. Did I understand right that it wasn't us who over sprayed the decals with orange paint? CAN we get it painted?				CAO	The straight answer, already provided in an open meeting, was that no, of course we did not spray paint orange over the electrical stickers. The PRV is already on a CSR list to be painted. (See #246 above)	

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258	4/Sep/18	Buhr		Please review thread, then report whether the \$7000 for adding a light to the bus shelter was part of the budget unspent from the 2017 40,000 total cost, or additional? Budgeted or not, \$7000 for a light at a bus shelter is clearly not a good use of funds. So, please report (briefly, in writing, for the public record) what the evaluation or analysis steps are that staff use to determine if a spend is sane for a community like Lions Bay (not a community like West Van), like seemingly happened for the originally-\$4000 beach shower, which was noticed and flagged by staff as being too high? IOW, what was the internal procedure by which Council was asked to re-decide a budgeted \$4000 beach shower, but not \$7000 bus shelter lighting?				PWM	Unlike the beach shower, where an alternative solution was possible by PW staff, the work required for this project required professional staff endorsed by BC Hydro to perform the work. Per resolution 155 staff contacted Hydro and were advised to use contractors endorsed by Hydro in order to minimize costs and ensure the appropriate standards and quality of materials were used. This is the standard cost for a new power drop including the custom fab aluminium housing for the timers and the new hydro meter, underground wiring, and electrical junction box. Where possible PW looks to reduce costs - there were no alternatives to provide power to the shelter and this is the cost.	
259	4/Sep/18	Buhr		Please report on training courses and conferences attended or to be attended by staff in 2018, including the benefit accruing to taxpayers				CAO	See separate report on September 18, 2018 Agenda.	
260	4/Sep/18	Buhr		Whoever they belong to, please <i>arrange for the removal of</i> the presumably defunct black and white cables wrapped around the 2nd and 3rd poles down on the east side of Lions Bay Ave.				PWM	The cables belong to other utility companies (Shaw/Telus) and they are waiting for the house across the street (90 LB Ave) to complete so they can hook up to the new house. They were pulled out of the way for the demo of the old house.	
261	4/Sep/18	Buhr		Report to Council on the project tracking tools and methodologies used by staff to establish and track timelines and critical paths. To expand, in addition to the financial annual calendar, can we please see the current edition of the Public Works annual calendar.				CAO	See #215 above.	

REQUESTS FOR COUNCIL										
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263	4/Sep/18	Buhr	Signage	<p>Please move the CWWF project signs where they can be seen by the general public, not just hikers, including this one at the Oceanview Tank where according to the sign above it will only be seen by so-called trespassers! However, given that the project is in limbo, SHOULD we now putting up these signs?</p> 				CAO	We had ordered 3 but they only delivered one and then the project was held up for a bit and now the dates have changed. If we move this to a higher visibility location, what is desired? Highway Tank location? Note, that tank is not being replaced now.	

RESOLUTIONS							
Subject	Information Provided and/or Requested	Requestor's Priority 1 (lo) - 5 (hi)	Rationale	Personnel and/or Financial Resources Est'd by Requestor	Admin Owner	Preliminary Administration Response	Committee Recommendation and/or Council Disposition
Anti-encroachment marketing	Can we undertake an Anti-Encroachment campaign?	2		Staff time	CAO	Let's discuss what this should look like, resources to be devoted to it, timing, communication plan, etc.	THAT "anti-encroachment marketing" be dealt with in the larger context of a comprehensive anti encroachment policy. <b>Boulevard Bylaw required...</b>
2016 water shortage plan	Please provide staff's recommendations for 2016 water contingency plans, and comments on 2015 Water Plan	4	Water supply	Staff time	PWM & CAO	Require confirmation whether this is in reference to an operational water contingency plan, or Village-wide. PWM can work with CAO to ensure that operational plans are referenced within the strategic plan for water contingency and conservation; and that the strategic plan is congruent with EMBC's plans	THAT the "2016 Water Shortage Plan" be referred to the Emergency Plan Steering Committee.
Clean air 1	Learn to Burn campaign	2	Public health		CAO	Metro may have some materials. Once we have data from MAMU, we should discuss appropriate communication plan, resources, etc.	THAT "Clean Air Learn to Burn Campaign" be kept on the IRR sheet but tabled until Fall. <b>Staff to send out Metro brochures with Tax Notices.</b>

RESOLUTIONS							
Subject	Information Provided and/or Requested	Requestor's Priority 1 (lo) - 5 (hi)	Rationale	Personnel and/or Financial Resources Est'd by Requestor	Admin Owner	Preliminary Administration Response	Committee Recommendation and/or Council Disposition
Volunteer Recognition	Request that a policy be drafted regarding Volunteer recognition. Willing to do the initial research to see what other municipalities do and consult with Volunteer organizations. Will report back to Council with a first draft for discussion.	?	Council Priority (Volunteers)	Time to check research and tweak/format draft policy. Consider if there should be any budget	CAO	Normally, staff would take direction from Council and report back with a draft, but I agree that this is important and support Councillor Waterson's proposed methodology, given my workload. If Council approves, please provide her with input at the outset regarding your thoughts so she can incorporate	THAT Councillor Waterson research Volunteer Recognition policies, obtain Council input and create a first draft for discussion. <b>Does Council wish to reassign this to another Councillor?</b>
Communications Policy/Plan	Request that a policy/plan be drafted regarding communications.		Communications	Staff time required to properly draft a Communications Policy and Plan	CAO	Agreed that one is required, but this will take some time to pull together amidst all the other matters requiring my attention.	THAT the CAO work on a Communication Policy framework as time permits. <b>Mayor working on initial draft.</b>
Hydrology Grants	Can we seek Metro funding for the Watershed Hydrology Study (WHYS?) under their Climate Change Impacts & Adaption Strategy work? Green Municipal Fund: can it be used for the WHYS			Staff time	PWM		Staff to review potential grants from Metro and FCM regarding hydrology study with UBC

RESOLUTIONS							
Subject	Information Provided and/or Requested	Requestor's Priority 1 (lo) - 5 (hi)	Rationale	Personnel and/or Financial Resources Est'd by Requestor	Admin Owner	Preliminary Administration Response	Committee Recommendation and/or Council Disposition
Signage	Mayor's request for signage changes around Village per email of Jan./16				PWM	Staff has the email and some of these things have been addressed. They will continue to be addressed slowly as time permits. We are consulting with Metro and other LM munis re. some of their signage standards and wording and will work toward a consistent standard.	CAO to review "use at own risk" signage on Lions Bay hiking trails
Remembrance Day Quilt	Need a recommendation on where to hang it.				CAO	<b>Update: Materials purchased - on our long list. Will be completed prior to Remembrance Day.</b>	PW to hang quilt on wall above the couch in Hall kitchen, order a plaque, and CFO to add to Council budget.
Feasibility Study	Staff to pursue Metro to gain support for conducting an internal Metro feasibility study into piping drinking water to VOLB			Staff time	PWM		THAT staff pursue Metro staff to gain support for conducting an internal Metro feasibility study into piping drinking water to the Village of Lions Bay. <b>WIP</b>

## RESOLUTIONS

Subject	Information Provided and/or Requested	Requestor's Priority 1 (lo) - 5 (hi)	Rationale	Personnel and/or Financial Resources Est'd by Requestor	Admin Owner	Preliminary Administration Response	Committee Recommendation and/or Council Disposition
Cell Tower	Staff to move forward with an RFP to explore installation of a cell tower on VOLB property			Staff time	PWM	<b><i>Update: Working with lawyer preparing suitable terms for 2 separate cell tower projects at Harvey and Mag. Tentative meeting with proponents later in September.</i></b>	THAT staff move forward with an RFP to explore the installation of a cell tower on Village of Lions Bay property, which would also address municipal needs for the SCADA system. <b>WIP</b>
Stair Project	Please report on timing and budget adjustments for planned beach work, given that summer beach season has now commenced				PWM	<b>LBBP stairs have been temporarily repaired - long term strategy is to work this into a redesign of the park. LBA stairs project was included in the tender for the Highway Tank Works - now that that's not proceeding we need to reassess our plan. KGBP stairs have fallen off my desk – we may be able to tie the two (LBA and KGBP together?).</b>	THAT staff look at the location and determine the best options <b>WIP</b>

RESOLUTIONS							
Subject	Information Provided and/or Requested	Requestor's Priority 1 (lo) - 5 (hi)	Rationale	Personnel and/or Financial Resources Est'd by Requestor	Admin Owner	Preliminary Administration Response	Committee Recommendation and/or Council Disposition
Traffic Delineator Posts	Please consider putting in some traffic 'delineator posts' in front of the Native Garden. There are a few feet of space between the white line and the edge of the road. Many people use this for walking and many cars go over the white line - which can be noted by the faded white of the line in that area. A couple of well-placed, permanent posts would prevent cars from drifting over, and hopefully prevent any pedestrian accidents.				PWM/CAO	<b>The preliminary estimate is 270K - the road is not wide enough to place NPGR's so widening of the roadway will have to occur in order to meet regulatory requirements for road and walking surface width. (3.5 m per lane plus 1.5 m for the walking path). In addition, driveway letdowns, stairs, and retaining walls will have to be adjusted to accomodate.</b>	THAT staff seek a professional design of a protected path and bring back to Council by July. <b>Update: preliminary inquiries indicate costs of design/build will need to be considered in the 2019 budget process.</b>
Upper Chambers	Can we have a brainstorming session for the plan for new Chambers for Council approval, including map, monitor, recording capability, mics, seating, etc?		Need a plan to approve the proposed move		CAO	<b>Update - lights have been replaced. Staff obtaining quotes for three new exterior doors, blinds for north window. Sourcing a larger table, ceiling to be painted by PW. Also need to install wheelchair accessible parking and fix ramps to doors. Work should be completed by end of September.</b>	THAT staff provide a report identifying all aspects of moving Council Chambers upstairs and reconfiguring the current chambers area; and THAT Council provide their feedback and/or any particular requests. <b>WIP</b>
Planting	After re-trimming stumps and removing detritus, please plant sword fern and/or salal and/or something on the cleared slope at the X of Bayview and Centre, passed by 40% of the Village daily.				PWM	<b>Added to work plan</b>	THAT cleaning up of Bayview and Centre Road be added to the PWM workplan.

RESOLUTIONS							
Subject	Information Provided and/or Requested	Requestor's Priority 1 (lo) - 5 (hi)	Rationale	Personnel and/or Financial Resources Est'd by Requestor	Admin Owner	Preliminary Administration Response	Committee Recommendation and/or Council Disposition
Liquor Primary License	Were we consulted on a "liquor primary" license or is the rural outlet sufficient to allow such use?				CAO	<b>Update: See September 4, 2018 Agenda Report.</b>	THAT staff prepare a report regarding "exploration of cannabis policy" by July 2018 and add to the Follow-Up Action Items
Upper Chambers Door	Please remove inside slide bolt from middle door of Upper Chambers as superfluous and a pain.				PWM	<b>Added to PWM list. Update: getting quotes on replacing Upper Chambers doors</b>	THAT staff look into fixing the Upper Chambers door.
Real Estate Information	Please report on home ownership turnover last 5 years, drawn from title database. If the demographic (ages of new residents, particularly kids) can be reported, so much the better.				CAO	no demographic information available	deferred
Lions Bay Beach Park	Please provide an update on the LBBP project (shower, grass, other work, signage, etc.)				PWM	<b>Water supply has been piped in, shower has been constructed, drain materials purchased. Staff will be installing the drain, pouring a concrete foundation, and installing the shower the first week of September.</b>	THAT the previous motion to purchase a shower for up to \$4000 be rescinded; and THAT staff fabricate a shower in-house
LBBP Parking Lot Update	Please provide an update on the status of the Lions Bay Beach Park parking lot (meters, drainage, paving, lining, fencing, etc. and lease)				CAO	<b>Drainage materials have been purchased - finishing signage and shower prior to initiating this work. Lease expected to come to Sept.18th meeting.</b>	THAT staff work with CN to finalize a lesase for a five year renewal at \$2500 per year, commencing May 2019; and THAT the CAO and Mayor be authorized to execute the contract

RESOLUTIONS							
Subject	Information Provided and/or Requested	Requestor's Priority 1 (lo) - 5 (hi)	Rationale	Personnel and/or Financial Resources Est'd by Requestor	Admin Owner	Preliminary Administration Response	Committee Recommendation and/or Council Disposition
Cul-de-sacs	I had misunderstood the plan around parking signage in cul-de-sacs and other firelanes. Can we please utilise add-on tags below the No Parking sign, "Fire Lane, Tow-Away Zone" and place ONE tow company sign in the center of each such zone.				CAO	Not required. Each cul-de-sac says "No Parking". If you are so parked, you are likely to get a ticket and get towed.	Staff to add tow company signage to cul-de-sacs and the website and also inquire whether towing vehicles to the Payless Towing Squamish location would be a suitable option.

Intentionally Blank



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Council Remuneration</b>		
<b>Author</b>	<b>Pamela Rooke</b>	<b>Reviewed By:</b>	<b>Peter DeJong</b>
<b>Date</b>	<b>August 30, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>September 4, 2018 Regular Council Meeting</b>		

### RECOMMENDATION

THAT Council approve an increase in the Mayor's annual salary in the amount of \$1,318.50 effective January 1, 2019; and

That Council approve an increase in the Councillors' annual salaries in the amount of \$659.25 effective January 1, 2019.

### KEY INFORMATION

Currently, Council receives one third of their annual salary tax free. The 2017 Federal Budget has eliminated this tax free allowance effective January 1, 2019. This change will result in a reduction of the net after tax income received by Council as their entire salary will now be subject to tax rather than just two thirds. Council has directed staff to determine the estimated increase in annual remuneration required to allow Council salaries to remain "whole".

Under the current tax free allowance, \$4,794.55 of the Mayor's annual salary is not subject to tax and \$2,397.28 of the Councillors' annual salaries are not subject to tax. If we assume a marginal tax rate of 27.5%, the Mayor's annual salary should increase by \$1,318.50 and the councillors' annual salaries should increase by \$659.25 to remain "whole" and keep the net after tax income the same as they currently receive.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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### **FINANCIAL IMPLICATIONS**

The Mayor is currently paid \$14,383.66 annually. The 2019 annual salary would be \$15,702.16, an increase of \$1,318.50.

The Councillors are currently paid \$7,191.83 annually. The 2019 annual salary would be \$7,851.08, an increase of \$659.25.

### **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;
4. Do not approve the recommendations above.

### **PREFERRED OPTION**

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

### **FOLLOW UP ACTION**

If the salary increases are approved, they will be effective January 1, 2019 and paid on the January 18, 2019 payroll. Council would also receive their annual CPI increase in 2019 as per Council Remuneration Bylaw No. 477, 2015, which states that “council remuneration increases shall be made annually effective January 1 and shall be based on the percentage the BC Consumer Price Index (CPI) increased over the previous calendar year”. This increase will be calculated in February 2019 after the annual CPI increases are released by Statistics Canada.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Liability Coverage for Seniors Social Circle</b>		
<b>Author</b>	<b>Pamela Rooke</b>	<b>Reviewed By:</b>	<b>Peter DeJong</b>
<b>Date</b>	<b>August 30, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>September 4, 2018 Regular Council Meeting</b>		

### RECOMMENDATION

THAT the draft Service Provider Agreement attached between the Village of Lions Bay and the Village of Lions Bay Seniors Social Circle be approved; and

THAT the Agreement be forwarded to the Seniors Social Circle for execution and then forwarded to the Municipal Insurance Association with payment of the premium of \$250.

### ATTACHMENTS

1. Copy of Municipal Insurance Association explanatory notice for Expansion of Coverage to the Liability Protection Agreement 2015;
2. Draft Service Provider Agreement for the Village of Lions Bay Seniors Social Circle.

### KEY INFORMATION

Lions Bay is blessed with a number of volunteer organizations who provide services and benefits to the Village and the residents with respect to a wide number of activities. The Seniors Social Circle organizes and coordinates a number of activities both inside and away from the Community Hall, which creates a liability exposure to both the Village and the volunteers.

In 2015, the Municipal Insurance Association (MIA) announced an expansion of coverage for individuals, groups and associations that provide services for, or on behalf of MIA members, like the Village of Lions Bay. Essentially, for a small premium of \$250 annually, the MIA will cover the individual, group or association as an "Associate Member". There are a number of qualifying conditions which the Seniors Social Circle meets, which are laid out in the bullet



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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points of the attached information from the MIA. It should be noted that any claims against the Associate Member are subject to the member's deductible and will affect the member's claims history and subsequent premiums.

### **OPTIONS**

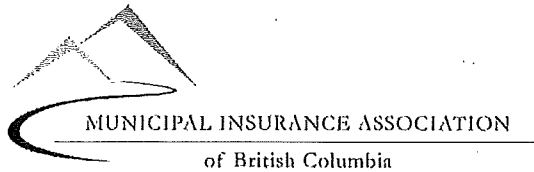
1. Pass a resolution approving the attached draft Service Provider Agreement for the Village of Lions Bay Seniors Social Circle;
2. Request amendments to the draft Service Provider Agreement;
3. Decline to approve the draft Agreement.

### **PREFERRED OPTION**

Staff recommend Option 1. Due to the number of events coordinated by the Seniors Social Circle on behalf of the Village of Lions Bay, and the number of people who take part in them, the liability coverage provided by MIA through this product is a good and efficient solution for the exposure issue faced by the Municipality and the volunteers. This decision would align with Council's stated desire to support volunteers in the community.

### **FOLLOWUP ACTION**

If approved, the resolution and the Service Provider Agreement will be forwarded to a designated person from the Seniors Social Circle for signature and then forwarded to the MIA.



## Expansion of Coverage to the Liability Protection Agreement 2015

At the September 2014 AGM the membership voted in favor of expanding coverage in two significant areas, both of which will take effect as of January 1, 2015.

### Associate Members

Coverage will now be extended to individuals, groups and associations **that provide services for, or on behalf of our members**, upon request of an MIABC member, up to a limit of \$5,000,000. These individuals, groups and associations must be individually sponsored by a member in order to qualify for "associate member" status. Once accepted as an associate member, these parties will be entitled to full coverage under the Liability Protection Agreement, but only for services provided for, or on behalf of, the sponsoring member.

In order to qualify as an associate member, the following conditions must be met:

- The associate member is sponsored by an existing MIABC member;
- The sponsoring member has a written agreement for the provision of services with the associate member (the "Service Provider Agreement");
- The services provided are services to the community provided for or on behalf of the sponsoring member;
- The Service Provider Agreement has been approved by the sponsoring member's council or board by resolution or bylaw; and
- The MIABC has received payment of a premium from, or on behalf of, the associate member.

It is important to understand that the sponsoring member's deductible will apply to claims brought against the associate member and the sponsoring member will be responsible for the payment of any costs incurred below the deductible. In addition, all claims brought against the associate member will form part of the sponsoring member's claims history and experience rating.



The MIABC has drafted two versions of a service provider agreement template for your convenience. One version contemplates that the sponsoring member will be responsible for payment of the premium and deductible amounts and one contemplates that the associate member will be responsible for these payments. Electronic versions of these forms can be downloaded from our website or obtained by emailing Susan Ackerman at [sackerman@miabc.org](mailto:sackerman@miabc.org) or Megan Chorlton at [mchorlton@miabc.org](mailto:mchorlton@miabc.org).

### **Claims for Breach of Contract**

Coverage in 2015 will be expanded to include liability for breach of contract. The extension applies only to any **compensatory** damages (damages for what was lost due to the breach) that our members must pay as a result of a breach of contract claim. We will also cover breach of contract arising from the assumed liability of others, but only if the member is found to be at least partially liable for the loss.

Please contact Susan Ackerman at [sackerman@miabc.org](mailto:sackerman@miabc.org) or Megan Chorlton at [mchorlton@miabc.org](mailto:mchorlton@miabc.org) if you have any questions about the implementation of either of these resolutions.



**MUNICIPAL INSURANCE ASSOCIATION  
OF BRITISH COLUMBIA**

**SERVICE PROVIDER AGREEMENT**

This Service Provider Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_ by and in between \_\_\_\_\_

(the “Local Government”) and \_\_\_\_\_ (the “Service Provider”).

The Service Provider agrees to provide the following services for or on behalf of the Local Government:

The term of the Agreement is from the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The term of the Agreement is perpetual commencing the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

While providing the agreed service, the Service Provider agrees to comply with: all applicable laws, rules and regulations; the practices, procedures and policies of the Local Government; and any special instructions given to the Service Provider by representative(s) of the Local Government.

The Local Government agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Service Provider as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The Service Provider agrees to carry its own statutory worker’s compensation insurance and automobile liability insurance, if appropriate.

The Service Provider agrees to indemnify, defend and hold harmless the Local Government, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the Local Government may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the Local Government arising out of, during, or as a result of the provision of services outlined in the Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the Local Government or that is covered by the MIABC liability insurance policy.

- The Local Government agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.
- The Service Provider agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.

The Local Government reserves the right to terminate this Agreement and the associated commercial general liability insurance coverage provided to the Service Provider by the MIABC at any time upon written notification to the Service Provider of the termination.

**ON BEHALF OF <LOCAL GOVERNMENT>**

**ON BEHALF OF <SERVICE PROVIDER>**

Name:

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Name:

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Title:

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Title:

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Signature:

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Signature:

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Date:

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Date:

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## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>Information Report</b>		
<b>Title</b>	<b>Strategic Goals Update</b>		
<b>Author</b>	<b>Peter DeJong</b>	<b>Reviewed By:</b>	
<b>Date</b>	<b>August 30, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>September 4, 2018</b>		

### **Recommendation:**

THAT the Information Report, "Strategic Goals Update" be received.

### **Attachments:**

- (1) Poster - Village of Lions Bay Strategic Plan: 2016-2018;
- (2) Poster - Village of Lions Bay Strategic Goals: 2018 Priorities;
- (3) Strategic Goals – 2018 Priorities – September 2018 Update.

### **Key Information:**

In 2016, Council and staff met twice with a facilitator to construct the Village of Lions Bay Strategic Plan: 2016-2018. It had 13 goals and 16 priority items. Staff and Council worked on these throughout the balance of 2016 and 2017 and accomplished or commenced a good portion of the items listed.

In November 2017, Council and staff met again with the facilitator and created the Village of Lions Bay Strategic Goals: 2018 Priorities. It had 9 goals and 42 priority items. Again, Council and staff worked on these over the past year and accomplished or commenced a good portion of the items listed.

Attachment 3 to this report provides an update on our collective efforts in respect of the 2018 priorities. It should be noted that many, if not most, of these initiatives are above and beyond the everyday core work required to be executed by staff on a daily basis, leaving little time for additional priorities. It's also easy to forget that there are many, many factors which can quickly and effectively hijack staff time and work plans in order to deal with



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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emergent issues ranging from debris torrents plugging up water intakes, to failures of other infrastructure, to illness and injury, to unplanned elections, resident issues and more.

While both Council and staff are eager to accomplish these strategic goals, it's important to bear in mind the challenges we face in a small community with limited resources and to take some pride in the accomplishments we have achieved, which are a testament to the efforts of both Council and staff.

**Follow Up Action:** Continue to work on the strategic priorities and prepare for revisiting them with the next Council.

**Communication Plan:** Staff suggest posting this Update to the Reports and Documents page of the Municipal website. Highlights might also be considered in future Mayor's Messages in the Village Update and for the 2018 Annual Report to be prepared by June 2019.

# VILLAGE OF LIONS BAY STRATEGIC PLAN 2016-2018



### Financially Viable Goals

Ensure the Village has adequate finances to sustain the municipality's work  
Increase revenues to address the infrastructure deficit and other municipal resource needs

### 2016-2018 Priorities

1. Support grant applications and seek loan authorization to support goals and priorities of infrastructure spending
2. Prepare and plan for development of commercial & residential lands
3. Sell surplus Village property
4. Seek a Crown Land Grant



### Supported Community Planning Goals

Develop and maintain an official community plan (OCP) for the Village which reflects the aspirations of citizens and the resources of the Village  
Implement the OCP policies

### 2016-2018 Priorities

1. Implement incremental land use planning changes based on the existing OCP & 2014 Planning Work
2. Advocate and develop policies to support the retention of the Lions Bay School



### Informed and Engaged Public Goals

Improve communication with the public  
Enable a well-informed public

### 2016-2018 Priorities

1. Develop a strategic framework for communications
2. Develop a new website for the Village of Lions Bay



### Infrastructure Goals

Maintain existing Lions Bay infrastructure  
Adequately resource infrastructure spending  
Build new infrastructure where needed and publicly supported  
Identify service standards and best practices  
Meet critical standards and industry best practices

### 2016-2018 Priorities

1. Complete and adopt the IMP and apply for infrastructure grants
2. Develop an asset inventory and condition assessment of all assets
3. Planning & capital work to maintain existing roads and rights of way
4. Analysis of future water supply needs and climate change impacts
5. Plan for replacement of existing sewage treatment facility



### Strong Village Organization Goals

Support and ensure a high functioning and stable Village organization that can carry out the work associated with Council's Strategic Plan

### 2016-2018 Priorities

1. Continue to take steps to stabilize the organization & build a positive and constructive culture within the municipal organization
2. Update and improve emergency services and support fire department administration and communication
3. Ensure staffing and resources are adequate to accomplish all core work



# VILLAGE OF LIONS BAY

## STRATEGIC GOALS: 2018 PRIORITIES

### COMMUNICATIONS GOALS

Facilitate an informed and engaged public by proactive and transparent communication.

**2018 priorities (beyond core work):**

- a. Utilise outside consultants for select community consultations
- b. Develop a manual or guide for internal and external communications including standard formatting, usage and style.
- c. Undertake a community signage makeover of directional, advisory and naming signage.
- d. Plan and execute a wood heat campaign in light of Metro Vancouver's upcoming wood smoke reduction measures.
- e. Plan and execute a Secondary Suite registration campaign.

### PLANNING GOALS

Continue to enhance and implement the Official Community Plan (OCP) in order to produce a prosperous, diverse and vibrant complete community, accessible to residents and welcoming to visitors.

**2018 priorities (beyond core work):**

- a. Adopt a new local Building Bylaw complying with new provincial Building Act and commence consultation on measures for energy conservation, future greenhouse gas target enforcement, water conservation, fire hazard mitigation, etc.
- b. Apply for provincial License of Occupation for W2 Water Zones.
- c. Build relationships with local First Nations.
- d. Consider natural hazards Development Permits and associated OCP amendment; complete Community Amenity Contribution policy.
- e. Develop and implement initiatives to keep Lions Bay School open.
- f. Establish a Trail Management Policy.
- g. Further develop the Emergency Management plan.
- h. Implement a Boulevard Bylaw to address encroachment and vegetation.
- i. Implement a long-term strategic parking plan by mid-May, 2018.
- j. Negotiate long-term provincial lease at Upper Brunswick, plan move of Public Works Yard there, complete community consultation for redevelopment of the existing site.
- k. Support initiatives protecting glass sponge reefs in Howe Sound, establishing Howe Sound as a UNESCO Biosphere Region, promoting a Howe Sound National Park.
- l. Through advocacy and representation, address high noise and excessive accident risk on the Sea-to-Sky Highway.
- m. Work with Sea-to-Sky communities toward intra-region transit.
- n. Work with TransLink on the Lions Bay micro-shuttle pilot project.

### FINANCIAL GOALS

Ensure the municipality has adequate long-term financial resources to sustain core work and strategic priorities.

Pursue a capital reserve policy to meet the requirements of a comprehensive Asset Management Plan

Utilise grant and debt funding for spending on new and replacement assets for future generations, and eligible funding for operating costs and addressing the infrastructure gap.

**2018 priorities (beyond core work):**

- a. Apply for Infrastructure Planning, FCM, Clean Water Wastewater Fund (CWWF), rail crossing and asset management grants for potential projects.
- b. Accelerate budget timeline by 4 weeks over 2017
- c. Advocate for small community concessions on gas tax and rural allowance.
- d. If CWWF2 grant is awarded, prepare borrowing bylaw for next available issue of Municipal Finance Authority funding.
- e. Commence work on a comprehensive Asset Management Plan
- f. Complete sale of municipally-owned lot at 52 Brunswick.
- g. Proceed with sale of municipally-owned lot in Upper Kelvin Grove.

### INFRASTRUCTURE GOALS

Adequately resource maintenance of existing Lions Bay infrastructure and infrastructure spending based on the long-range priorities of the Infrastructure Master Plan

Identify and meet service standards and best practices appropriate to the needs of Lions Bay.

Meet critical standards and industry best practices as they continue to evolve.

**2018 priorities (beyond core work):**

- a. Manage CWWF1-funded Water Network Project to completion.
- b. Plan and apply for CWWF2 grant priority Mid-Bayview Road/Drainage/Watermain, which includes two PRV Replacements.
- c. Progress cell tower project
- d. Complete review of SCADA technical communications study.
- e. Implement Phase 1 of Lions Bay Beach Park improvement project, using Water-Access Capital Reserve funds where possible.
- f. Complete funded Public Landscaping Plan
- g. Support the UBC long-range watershed hydrology study; complete feasibility study for pipeline supply from Metro
- h. Review service levels.

### ORGANIZATION GOALS

Support a motivated, fulfilled, high-functioning and stable staff organization capable of innovatively meeting the core work and statutory requirements of the organization and Council's strategic priorities.

**2018 priorities (beyond core work):**

- a. Build staff skills in customer service, communication, administration, planning, finance, IT, records management & emergency management.
- b. Expand relationships with other local, regional, provincial and federal government entities.
- c. Hire one more Public Works member, a part-time planner and a part-time emergency planning coordinator.
- d. Issue temporary use permits for all operating short-term rental units, and register and inspect all secondary suites, in use or not.
- e. Commence strategic planning for LBFR service levels.
- f. Continue records management and digitization initiative.
- g. Promote mutual respect between staff, Council and community.
- h. Complete collective agreement negotiations with CUPE.





# VILLAGE OF LIONS BAY

CORPORATE STRATEGIC PLANNING

AND PRIORITY SETTING 3.0

November 2017

**September 2018 Update**

DRAFT

## VILLAGE OF LIONS BAY CORPORATE STRATEGIC PLANNING AND PRIORITY SETTING 2016-2018

The Village of Lions Bay has been working on developing a strategic plan since early 2016. In February 2016 Council and senior staff held a workshop to explore the challenges and opportunities presented to Lions Bay and to begin to develop a process of prioritizing and addresses them.

In June of 2016 a second workshop was held to review the outcomes of the February workshop and to provide further detail on priorities for the remainder of the Council term. The outcome of the workshop was a roadmap for the remainder of the Council term which focused on key priorities and which guided the allocation of resources including Council energy, staff time and financial resources.

On November 14 and 15, 2017, a workshop was held to review the progress Lions Bay has made and to focus in on the priority work to be advanced and resourced in the last year of the Council term.

The workshop focused on completing several tasks including:

- Updates from staff on the status of the priorities identified in June 2016;
- Discussion of each of the five priority areas and actions; and
- Council direction to staff.

This document includes details of the discussion and Council direction.

## STRATEGIC FOCUS AREAS, GOALS & PROJECTS/INITIATIVES

The overarching goal of the current Village of Lions Bay Council is to work towards ensuring the Village of Lions Bay is a strong and viable municipality. In setting this goal Council recognizes the significant challenges facing the Village including major infrastructure and planning needs.

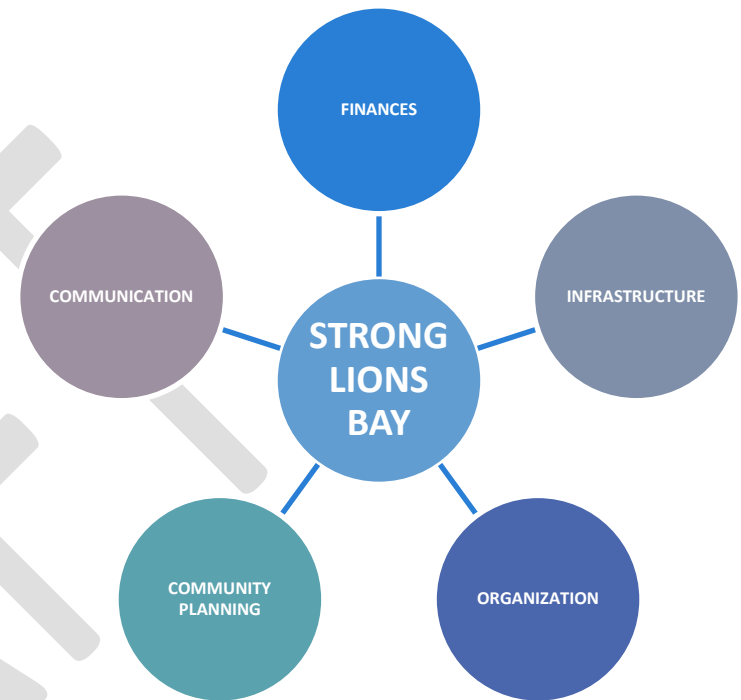
Since the February 2016 Strategic Planning and Priority Setting Workshop, Lions Bay Council has used five strategic priorities as the basis for the organization's strategic planning:

- Maintained and Adequate Infrastructure**
- Financially Viable**
- Supported Community Planning**
- Informed and Engaged Public**
- Strong Village Organization**

As the graphic illustrates, the five key priority areas identified by Council all need to be addressed to achieve the goal of a strong and viable Village. Council recognizes the interdependency of the five strategic areas.

Tremendous progress has been made by the Village over the last two years to address infrastructure needs, improve the financial stability of the Village, to modernize Village planning regulations, improve communications with the public and to stabilize the organization. A few recent significant accomplishments of the organization include:

- Completed and adopted a comprehensive 30-year infrastructure master plan
- Secured voter approval for up to \$3M in loan funding for infrastructure
- Selling road-ends to fund acquisition of waterfront land for municipal needs, and to create a cash reserve for internal loans.



- Multiple operating improvements in water infrastructure (new pressure relief valves at PRV stations and new chlorine & turbidity analyzers at both treatment plants), safety improvements, a new infiltration gallery at Magnesia Creek Intake and reconstruction of the Harvey Intake weir both through NBCF2 grant funding (66% of \$369K), water storage facility and network upgrades through CWWF grant funding (83% of \$2.71M), a 50% reduction in water waste through leakage control and pressure management, elimination of Boil Water Advisories, improved SCADA, Outdoor Water Use Bylaw and Water Shortage Plan, strategic water supply planning via a long-term hydrology study in cooperation with UBC; water pipeline feasibility research; property purchased for a future desalination plant if necessary; and shovel-ready plans for Bayview Drainage & Road Improvement Project (DRIP)
- Modernized zoning bylaw: marine parks, cottages, Community Amenity Contributions, regulated Short Term Rentals

- Improved community communications: new website, new and improved communications media, improved consultation framework and processes
- Stabilization of organization and consolidation of all bylaws

At the November 2017 workshop Council began with a proposed set of goals and priorities which build on and provide further detail of the goals and priorities of the previous strategic planning work.

Each of the strategic focus areas with goals and priority actions is outlined below.

DRAFT

## MAINTAINED AND ADEQUATE INFRASTRUCTURE

GOALS	PRIORITY ACTIONS	TARGET TIMELINE	SEPTEMBER 2018 UPDATE
<p><b>Adequately resource maintenance of existing Lions Bay infrastructure and infrastructure spending based on the long-range priorities of the Infrastructure Master Plan.</b></p> <p><b>Identify and meet service standards and best practices appropriate to the needs of Lions Bay</b></p> <p><b>Meet critical standards and industry best practices as they continue to evolve.</b></p>	a. Manage CWWF1-funded Water Network Project to completion.	2018 number 1 priority beyond core work	Significant time and resources have been put into the project by all staff, with rev'd tender to go out Sept.2018 - complete by Dec.2019.
	b. Plan and apply for CWWF2 grant priority Mid-Bayview Road/Drainage/Watermain, which includes two PRV Replacements.	2018	This application under the delayed ICIP fund has now been submitted, seeking grant funding for CWWF items that were trimmed from the original project. Expected completion late 2019.
	c. Progress cell tower project	Beyond 2018 to complete, but commence work in 2018*	Staff has spent considerable time on the SBA proposal and is working with legal counsel, expecting to have a stage 1 counter-proposal for discussion with SBA by the end of September, 2018.
	d. Complete review of SCADA technical communications study.		AECOM reviewed SCADA communications as part of the preparation for the initial tender of the CWWF project and have identified a lower overall capital and operational cost for Cellular communications. Tied into the cell tower project, AECOM believes a cellular SCADA communication system to be the best option for the Municipality.
	e. Implement Phase 1 of Lions Bay Beach Park improvement project, using Water-Access Capital Reserve funds where possible.		Significant progress on Phase I improvements is underway, with the Concept Drawing Display Board expected to be erected in time for the Fire Fighters BBQ weekend September 8, 2018.
	f. Complete funded Public Landscaping Plan		The Municipal Complex landscaping, funded through an MOU with MOTI, has now been completed.
	g. Support the UBC long-range watershed hydrology study; complete feasibility study for pipeline supply from Metro.		Staff have provided support for this project through the year and the Mayor coordinated an informational video with the Metro communications department. Staff have had preliminary discussions with Metro staff regarding information required for a pipeline study.
	h. Review service levels.	2018*	A follow up report was provided in January 2018 regarding the Core Service Level Review, with recommendations provided by staff.

\* Requires additional resources which are subject to budget consideration.

## FINANCIALLY VIABLE

GOALS	PRIORITY ACTIONS	TARGET TIMELINE	SEPTEMBER 2018 UPDATE
<b>Ensure the municipality has adequate long-term financial resources to sustain core work and strategic priorities.</b>	a. Apply for Infrastructure Planning, FCM, Clean Water Wastewater Fund (CWWF), rail crossing and asset management grants for potential projects.	2018	Applications have been made for most of these grant opportunities, with success so far in the CWWF program and the Asset Management Planning program.
	b. Accelerate budget timeline by 4 weeks over 2017.	2018	This was effectively accomplished in 2018.
<b>Pursue a capital reserve policy to meet the requirements of a comprehensive Asset Management Plan.</b>	c. Advocate for small community concessions on gas tax and rural allowances.	Started (Council Advocacy)	Staff met recently with the FLNRO Regional Mngr. for Economic Operations to discuss potential opportunities under the Rural Dividend Fund and is awaiting a request for eligibility to this restricted Economic Development fund.
<b>Utilize grant and debt funding for spending on new and replacement assets for future generations, and eligible funding for operating costs and addressing the infrastructure gap.</b>	d. If CWWF2 grant is awarded, prepare borrowing bylaw for next available issue of Municipal Finance Authority funding.	2018	The phase 2 program (ICIP) was delayed in BC and staff have just submitted our application for this lower funded program, seeking to complete some of the items trimmed from the original CWWF project. If the grant application is successful, staff will submit for the Spring MFA borrowing.
	e. Commence work on a comprehensive Asset Management Plan.		This work has commenced with our consultant, Urban Systems, who also assisted with the grant application.
	f. Complete sale of municipally-owned lot at 52 Brunswick.		This property continues to be listed for sale, with a reduced price of \$2.7M to account for current market conditions.
	g. Proceed with sale of municipally-owned lot in Upper Kelvin Grove.		Road Closure Bylaw approved by MOTI and ready for adoption at Sept.4, 2018 meeting, along with contracts for preparing the new lot for sale.

\* Requires additional resources which are subject to budget consideration.

## SUPPORTED COMMUNITY PLANNING

GOALS	PRIORITY ACTIONS	TARGET TIMELINE	SEPTEMBER 2018 UPDATE
<p><b>Continue to enhance and implement the Official Community Plan (OCP) in order to produce a prosperous, diverse and vibrant complete community, accessible to residents and welcoming to visitors.</b></p>	<p>a. Adopt a new local Building Bylaw complying with new provincial Building Act and commence consultation on measure for energy conservation, future greenhouse gas target enforcement, water conservation, fire hazard mitigation, etc.</p>		<p>Staff had been waiting for the completion of the draft model Building Bylaw, a joint project of the MIABC and Lidstone &amp; Associates. It was presented at the MIABC conference workshops this spring, attended by the CAO, and copious notes were taken in preparation for work on this project when time can be set aside for it.</p>
	<p>b. Apply for provincial License of Occupation for W2 Water Zones.</p>		<p>Staff had been hoping for assistance on this project from a part-time planner, but recruitment efforts to date have not born fruit.</p>
	<p>c. Build relationships with local First Nations.</p>		<p>Letters inviting consultation on both our zoning bylaw and OCP amendment bylaw were not responded to by First Nations, but there was consultation and input from both the Squamish and Tsleil-Waututh Nations regarding our Archaeological Overview Assessment for the CWWF project.</p>
	<p>d. Consider natural hazards Development Permits and associated OCP amendment; complete Community Amenity Contribution (CAC) policy.</p>		<p>Staff spent considerable time and effort to bring forward two alternate methodologies for dealing with natural hazards in the context of new development. At Council's direction, further research will be done to compare these approaches with those taken in other jurisdictions and a report will be brought back to Council. Similarly, the proposed CAC policy was refined but will be compared to the approaches of other communities.</p>
	<p>e. Develop and implement initiatives to keep Lions Bay School open.</p>		<p>Some progress was made on this matter through talks with School District 45 and others.</p>
	<p>f. Establish a Trail Management Policy</p>		<p>Some preliminary research has been done on this matter, but it requires significantly more time and resources.</p>
	<p>g. Further develop the Emergency Management plan.</p>		<p>Again, some work was done to prepare for putting out an RFP for some identified work, but additional time and resources needs to be devoted to this matter. Staff is also monitoring the Evacuation Plan work being done by Squamish &amp; Whistler.</p>

	h. Implement a Boulevard Bylaw to address encroachment and vegetation.		Problem areas and various considerations are being noted by staff in preparation for bringing forward a report outlining what would be involved with moving forward on this matter and what kind of consultation would be recommended.
	i. Implement a long-term strategic parking plan by mid-May, 2018.	2018	While progress has been slow due to a variety of factors, staff is nearing completion of the signage installation program in accordance with the parking signage designation plan. It is anticipated that tweaking of the plan will continue through the fall of 2018.
	j. Negotiate long-term provincial lease at Upper Brunswick, plan move of Public Works Yard there, complete community consultation for redevelopment of the existing site.		Staff have been working on the site plan and management plan for this project and hope to put forward an application to the Province before the end of the year. Preliminary discussion have been had with FLNRO and MOTI officials and MOTI has agreed to amend the terms of their gravel pit reserve to permit access and use of the upper portion of Brunswick Hill for the PW Yard. Community consultation on redevelopment of the current PW Yard site will require additional planning resources.
	k. Support initiatives protecting glass sponge reefs in Howe Sound, establishing Howe Sound as a UNESCO Biosphere Region, promoting a Howe Sound National Park.		Council passed resolutions in support of these initiatives and committed financial resources to further associated mapping initiatives.
	l. Through advocacy and representation, address high noise and excessive accident risk on the Sea-to-Sky Highway.		Council supported the Provincial initiative to replace the vegetated median with a concrete barrier to try and reduce crossover accidents on Provincial Hwy.99 between Alberta Creek and Magnesia Creek. Mayor Buhr has also made significant progress on persuading the Province to consider Average Speed Over Distance as a means to slow down traffic through Lions Bay and the Sea to Sky corridor, winning over converts up the corridor and beyond, with a motion to come before UBCM in September, 2018.
	m. Work with Sea-to-Sky communities towards intra-region transit.		Staff have had some preliminary discussions with planners from both Translink and BC Transit to ensure Lions Bay's interests will be included in consideration of this initiative.
	n. Work with TransLink on the Lions Bay micro-shuttle pilot project.		Unfortunately, due to factors beyond our control, the pilot project was shifted to Bowen Island.

\* Requires additional resources which are subject to budget consideration.

## INFORMED AND ENGAGED PUBLIC COMMUNICATIONS

GOALS	PRIORITY ACTIONS	TARGET TIMELINE	SEPTEMBER 2018 UPDATE
<b>Facilitate an informed and engaged public by proactive and transparent communication.</b>	a. Utilise outside consultants for select community consultations.		This has not been done to date, but perhaps ought to have been considered for the development in hazardous conditions amendments to the OCP.
	b. Develop a manual or guide for internal and external communications including standard formatting, usage and style.		Staff was challenged to find the time to make headway on this matter, but Mayor Buhr has provided an initial draft that staff is working on for the second meeting in September, 2018.
	c. Undertake a community signage makeover of directional, advisory and naming signage.		An RFP was put out based on Mayor Buhr's draft Community Signage Makeover Plan. The first draft from the successful proponent has been received and will be presented to Council for feedback to go along with staff feedback.
	d. Plan and execute a wood heat campaign in light of Metro Vancouver's upcoming wood smoke reduction measures.		Efforts are required to undertake some research regarding current wood heat use by Lions Bay residents in order to enable this initiative.
	e. Plan and execute a Secondary Suite registration campaign.		Staff prepared and distributed a Secondary Suite brochure in the spring of 2018, encouraging residents to register their suites and have them inspected for safety compliance. A significant increase in the number of registered suites has been achieved and safety inspections are continuing.

\* Requires additional resources which are subject to budget consideration.

## STRONG VILLAGE ORGANIZATION

GOALS	PRIORITY ACTIONS	TARGET TIMELINE	SEPTEMBER 2018 UPDATE
<p><b>Support a motivated, fulfilled, high-functioning and stable staff organization capable of innovatively meeting the core work and statutory requirements of the organization and Council's strategic priorities.</b></p>	<p>a. Build staff skills in customer service, communication, administration, planning, finance, IT, records management &amp; emergency management.</p>	<p>Started</p>	<p>A variety of courses were taken by all staff within the past year, adding to staff knowledge, skills, qualifications and ability for delivery of municipal services.</p>
	<p>b. Expand relationships with other local, regional, provincial and federal government entities.</p>	<p>Started</p>	<p>Relationships have continued to be enhanced through the Small Metro Municipalities group, through meetings and conferences attended by staff, through meetings with RCMP, transit officials, provincial staff and others.</p>
	<p>c. Hire one more Public Works member, a part-time planner and a part-time emergency planning coordinator.</p>	<p>Nai, please edit as you see fit or let me know if fine.</p>	<p>The initial efforts to recruit a PW member and a planner were unsuccessful, but a subsequent process for a PW member appears promising with a narrowing of candidates and interviews to take place in September 2018. Other avenues are being pursued for potential planning assistance and staff will be looking to define the role of a part-time emergency planning coordinator once the Emergency Planning consultant has identified recommended tasks.</p>
	<p>d. Issue temporary use permits for all operation short-term rental units, and register and inspect all secondary suites, in use or not.</p>		<p>Significant time and resources were spent to refine the TUP policy and procedures and applications are now being received for review by staff. Registration and inspection of secondary suites is noted in the section above.</p>

	<p>e. Commence strategic planning for LBFR service levels.</p>		<p>A concerted effort has been made over the past year to improve administrative support for LBFR and ensure that training resources are sufficient to meet the needs of the department. Municipal managers and the Fire Chief enjoy a strong relationship as we jointly continue to meet the challenges faced with staffing a volunteer department, training, replacement of LBFR classroom facilities and completing the burn building facility.</p>
	<p>f. Continue records management and digitization initiative.</p>		<p>Progress on this front is slow but moving in the right direction.</p>
	<p>g. Promote mutual respect between staff, Council and community.</p>		<p>Advances have been made on this topic with staff completing a WCB mandated course for a respectful workplace. There is a healthy respect by staff for Council and the (essentially volunteer work) that Council does on behalf of the community, and a professional attitude in dealing with the public.</p>
	<p>h. Complete collective agreement negotiations with CUPE.</p>		<p>Negotiations with CUPE, Local 389 were successfully completed earlier in 2018 and a new collective agreement was ratified by the union and by Council for a 4 year period.</p>

\* Requires additional resources which are subject to budget consideration.

## Next Steps

This strategic planning and priority document is another step in developing a long term strategic plan for the Village of Lions Bay.

Council's next step is to consider and affirm the priorities noted in the plan and allocate adequate resources to them.

The priority actions proposed in this document should be further developed by staff into work plans for each of the Village departments. The work plans for the remainder of the Council term should identify scheduling and estimated costs of the work to be done. Target dates for completion and resources needed will assist Council in allocating appropriate resources at budget time and will set realistic expectations about when work will be completed.

DRAFT



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Lions Bay Style Guide</b>		
<b>Author</b>	<b>Peter DeJong</b>	<b>Reviewed By:</b>	
<b>Date</b>	<b>August 30, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>September 4, 2018 Council Meeting</b>		

### **Recommendation:**

THAT Council be given an opportunity to provide feedback/comments regarding the attached draft Lions Bay Style Guide by sending them to the CAO to add to the comments in this report for forwarding to the consultant, Mr. Shore for consideration.

### **Attachments:**

(1) Draft Lions Bay Style Guide;

### **Key Information:**

The attached draft Lions Bay Style Guide is the result of work awarded to Philip Shore, a graphic artist from Georgia, pursuant to the RFP published a few months ago. It has been circulated to staff and to one of our municipal signage contractors for feedback, which has only now been compiled in time for this Agenda.

It would have been staff's preference that the comments provided in this report be forwarded to Mr. Shore for consideration prior to asking Council to make any decisions on the document. However, Council too may have additional feedback or comments for Mr. Shore to take into consideration, so it has been brought forward in this Agenda for Council's consideration.

An edited summary of the feedback to date is as follows:

(page 4)

- I see that this logo is noted to be "temporary" however it often seems that what was intended as temporary ends up being in existence far longer than initially expected. I am of the opinion that some free fonts carry (generally) either a positive or negative



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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connotation. There are some quite modern, and overall more pleasing free fonts that I believe would be better suited for this application. With some slight customization, these options could stand up well for the intended purpose, for several years.

- Can it be any more plain? Remember the uproar caused by Vancouver's Wordmark design? I'm not sure what the Village residents will think of this simplistic design using Arial Black - available on any computer - not too inspiring.
- Please clarify the formula for the minimum exclusion zone – does “depth” of the letter L in “lions” equal height?

(page 5)

- Calibri is, in my experience, considered a quite dated choice of font. I would imagine something leaning towards more classic or timeless would be preferred over this option. Consideration of all ways this word mark will be displayed should be taken into consideration.

(page 6)

- Arial, Calibri, and Rockwell are free fonts that have been around the Internet for years - use of these 'free' fonts in a corporate logo suggests cheap, simplistic, uninspiring, and many more unfavourable adjectives.
- Of the 3 font choices, this one concerns me the least. However, I would be concerned about how these 3 fonts "play together" when displayed in close proximity.

(page 7)

- Need to check whether these colours will present any issues for our regular signage providers.
  - Most sign providers now utilize digital printing methods. Please be sure to select a signage provider using equipment and materials designed to perform within your expectations of time and durability. The colours chosen should not pose any restrictions across these digital platforms.

(page 8)

- Using check marks in place of bullets seems confusing and unnecessary.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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- I don't understand this statement: "SINGLE POLE MOUNT TO BE UTILISED, WITH A TWO-POLE SYSTEM (WITH NO BOLT" – How do we accomplish no bolt holes?
  - No visible fasteners *can* be achieved using a frame and set screws; however, this can be an expensive custom fabrication, and should be taken into consideration when identifying the number of signs requiring this installation method.

(page 9)

- The following is problematic: "Sign height to be 900 cm minimum and 1200 cm maximum for angled pedestrian signage." Standard poles are 10' or 305 cm - MUTCD requires that the bottom of a sign be no lower than 7' or 215 cm. 900 cm is 29.5 feet tall!

(page 10)

- Initial concerns with expenses related to sign shapes were eased provided signage production company is using CNC equipment.
- Scuba diving is not presently prohibited and maintenance is not presently paid for by parking fees.
- 1909 may have been when the subdivision plan for Brunswick Beach was drawn up, but it wasn't necessarily settled then as a "neighbourhood". Also, and perhaps more importantly, First Nations may take issue with this suggestion of when it was first "settled".

(page 11)

- Please consider white/background space when standardizing sign layout.
- Postal code is valid for Post Office Boxes, not for any other location around the Village.
- List should be bullets instead of checkmarks.
- 2<sup>nd</sup> bullet is likely, in most cases, simply not true.
- This text is not attractive and the sign is too busy.
- We don't need to state all snakes are non-venomous. What if a non-Lower Mainland snake lives in our mountains? Or escapes a snake breeder living in VOLB? We don't have to say all snakes are safe.
- In respect of the fire symbol, please consider colours of symbols when placing over coloured backgrounds. Using alternate one-colour symbols is recommended in this application.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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- Stating that there are no fires ever allowed on the Lions Trail is not correct and not our jurisdiction to regulate.

(page 12)

- Is this rockslide warning supposed to be a trail sign? Inside our boundaries? If not, where would it go? If so, not so sure it should be temporary and if we're going to put out this kind of warning then we'd have to sign all the areas identified in the Cordilleran Report. It should probably say "Watch for fallen rock", if it's supposed to be a warning for motorists, and then only if there is a history of fallen rock at the particular location.
  - Cautionary and Warning signs for vehicular traffic must be in accordance with the MUTCD.
  - Having extensive experience in producing safety signage, I would be happy to propose an alternate layout template for this type of sign to more effectively communicate the safety concerns.

(page 13)

- Not sure about "source issue" wording for BWA sign.
- I presume the directional signage arrows are examples only?
- Arrows are not clear and I don't like the shading on the font.
- The current logo would look better than the Coat of Arms.

### **Options:**

(1) Provide an opportunity to Council to provide feedback/comments regarding this draft by sending them to the CAO to add to the comments in this report for forwarding to Mr. Shore for consideration.

(2) Make amendments to the Style Guide and adopt it.

(3) Refer the matter back to staff with alternate directions.

**Preferred Option:** Option 1 would give Council an opportunity to provide detailed feedback on the work done to date for Mr. Shore's consideration.



THE VILLAGE OF  
**lions bay**  
COMMUNITY SIGNAGE  
style guide



## TABLE OF CONTENTS

**3** Introduction

**4** Wordmark usage

**5** Municipal fonts

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**7** Colour palette

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**10** Functional types

**11** Functional types

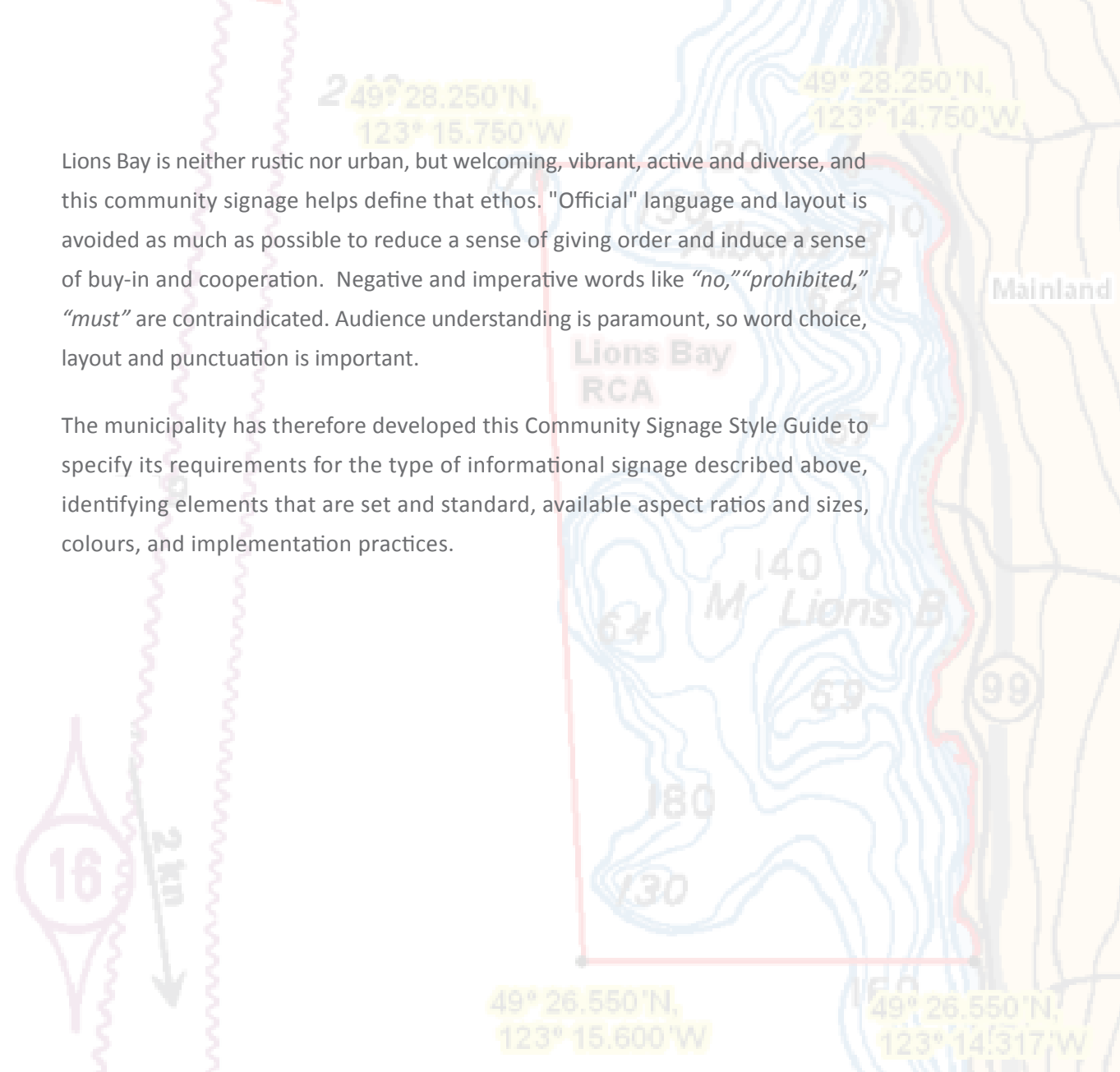
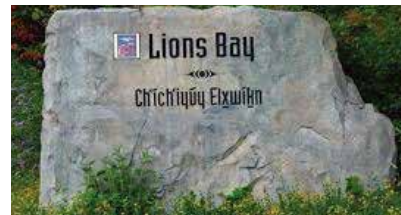
**12** Functional types

**13** Functional types

## INTRODUCTION

The Lion Bay community signage makeover project supports Council’s strategic goal of “*facilitat[ing] an informed and engaged public [through] proactive and transparent communication.*” The project is intended to demonstrate a well-run municipal administration funded by and acting for a community that is interesting, interested, caring, welcoming, vibrant, diverse and active.

Community signage is targeted at its audience, residents of and visitors to the community. At one end of the spectrum it is intended to provide information, and generate interest and wonder. At the other end, it is municipal signage, and it needs to be consistent and reproducible. Its design reflects Lions Bay’s (current) vision statement: “*a small, picturesque, seaside village nestled at the base of southern British Columbia’s Coast Mountain Range in the northwest corner of the Metro Vancouver Regional District.*” Signage exemplifies, illustrates and highlights the history, recreational opportunities, and scenic beauty of Lions Bay.



Lions Bay is neither rustic nor urban, but welcoming, vibrant, active and diverse, and this community signage helps define that ethos. "Official" language and layout is avoided as much as possible to reduce a sense of giving order and induce a sense of buy-in and cooperation. Negative and imperative words like “no,” “prohibited,” “must” are contraindicated. Audience understanding is paramount, so word choice, layout and punctuation is important.

The municipality has therefore developed this Community Signage Style Guide to specify its requirements for the type of informational signage described above, identifying elements that are set and standard, available aspect ratios and sizes, colours, and implementation practices.

Approved uses of the wordmark utilised in this edition of the Community Signage Style Guide (note that the wordmark is used a non-graphic, non-logo placeholder, pending any future initiative to update the current Lions Bay logo, which would then be placed over the wordmark by permanent decal).

**Note:** Lions Bay’s coat-of-arms is reserved for official communications of the municipality, such as bylaws, reports and letters, and for the special case of directional signage at the municipal complex. It should not be used for community signage, including pole banners.

### Wordmark Versions

The Lions Bay wordmark can be used for online and offline applications in two ways.

#### 1. The primary wordmark - landscape

The positive version – one colour ‘The Village of Lions Bay.’ This version is used on the majority of applications and should be used whenever possible.



#### 2. The reversed version - landscape

This version is an alternative and can be reversed out of darker backgrounds. The wordmark should never appear in a box.



### Size

As the community’s most recognisable visual asset the wordmark should feature prominently on all applications without dominating the page.

Oversizing of the wordmark can weaken the message the community is trying to communicate, so correct proportion and size is an important part of Lions Bay communications.

The wordmark must always be scaled proportionally to avoid any distortion. For print, the minimum size of the Lions Bay landscape wordmark is **35mm**. In situations where available space is limited - on digital media that can be viewed on a small device screen for example - the absolute minimum width is **20mm**.



### Minimum Exclusion Zone

To maximise the wordmark’s presence and visual impact always maintain adequate clear space around it. The exclusion zone around the wordmark defines the area into which no other graphic elements, such as text, imagery or other logotypes can intrude.

The distance marked **X** represents half the depth of the “L” in the word “lions.” This formula applies to all sizes of wordmark reproduction.



### Wordmark Positioning

To ensure that the community wordmark is used to the best effect and can be fresh and flexible in every situation, the Village of Lions Bay wordmark can be placed in four different positions in the majority of applications.

- Top right hand side
- Bottom right hand side
- Top left hand side
- Bottom left hand side

In each situation the wordmark adheres to the basic principles of the exclusion zone.

The wordmark is to be positioned top left on digital media such as websites and banner ads.

Approved fonts to be used in conjunction with The Village of Lions Bay municipal signage and materials.

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32 pt

20 pt

14 pt

Calibri Light    Calibri Light    Calibri Light

Calibri Regular    Calibri Regular    Calibri Regular

*Calibri Italic*    *Calibri Italic*    *Calibri Italic*

**Calibri Bold**    **Calibri Bold**    **Calibri Bold**

***Calibri Bold Italic***    ***Calibri Bold Italic***    ***Calibri Bold Italic***

Approved fonts to be used in conjunction with The Village of Lions Bay non-municipal/informational signage and materials. The serif font is intended to increase readability and reduce officialness.

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32 pt

20 pt

14 pt

**Rockwell Regular** Rockwell Regular Rockwell Regular

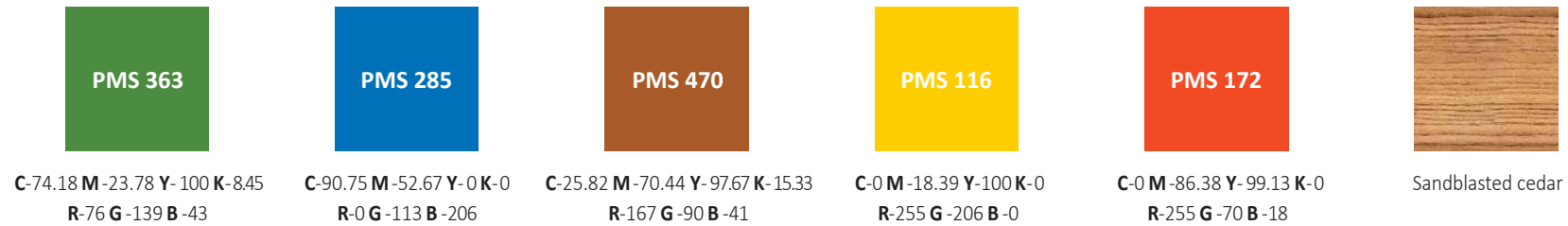
*Rockwell Italic* Rockwell Italic Rockwell Italic









**Rockwell Bold** Rockwell Bold Rockwell Bold

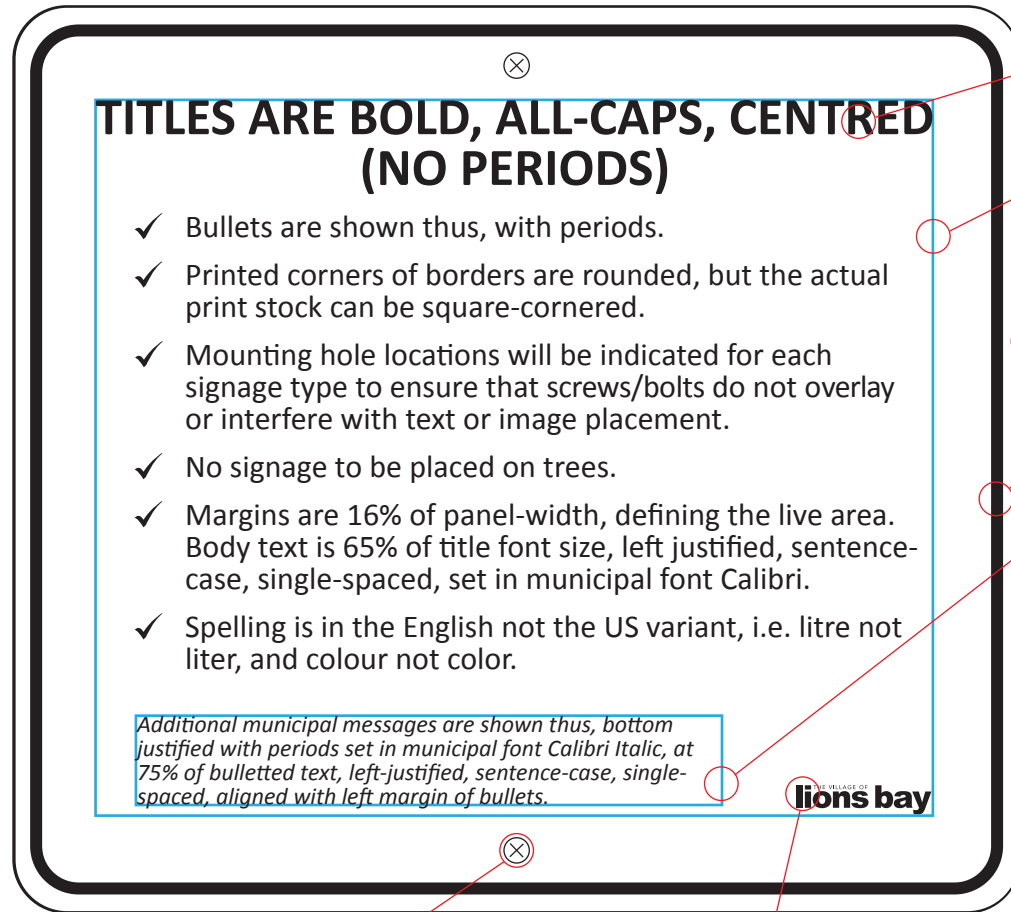
***Rockwell Bold Italic*** Rockwell Bold Italic Rockwell Bold Italic

**Rockwell Extra Bold** Rockwell Extra Bold Rockwell Extra Bold

Approved colours to be used in conjunction with The Village of Lions Bay municipal signage system.



 <p><b>HISTORICAL/NAMING</b> White text on Pantone 363 green. Retro shape; with rounded corners.</p>	 <p><b>RECREATIONAL/INTERPRETIVE</b> White text and border on Pantone 470 brown. Rockwell Bold font intended to increase legibility, reduce officialness.</p>
 <p><b>ARCHITECTURAL</b> Pantone 295 dark blue text and border on sandblasted cedar.</p>	 <p><b>MUNICIPAL</b> White text and border on Pantone 285 blue with rounded corners.</p>
 <p><b>REGULATORY</b> Black text and border on 7930 Engineer (ASTM 1), 3930 Hi-Intensity (ASTM 3), 4090 Diamond Grade (ASTM 9).</p>	 <p><b>WARNING</b> Black text and border on Pantone 116 yellow with rounded corners.</p>
 <p><b>TEMPORARY</b> Black text and border on Pantone 172 orange with rounded corners.</p>	 <p><b>TEMPORARY INFORMATION</b> Black text and border. White with rounded corners.</p>



**TITLES ARE BOLD, ALL-CAPS, CENTRED (NO PERIODS)**

- ✓ Bullets are shown thus, with periods.
- ✓ Printed corners of borders are rounded, but the actual print stock can be square-cornered.
- ✓ Mounting hole locations will be indicated for each signage type to ensure that screws/bolts do not overlay or interfere with text or image placement.
- ✓ No signage to be placed on trees.
- ✓ Margins are 16% of panel-width, defining the live area. Body text is 65% of title font size, left justified, sentence-case, single-spaced, set in municipal font Calibri.
- ✓ Spelling is in the English not the US variant, i.e. litre not liter, and colour not color.

*Additional municipal messages are shown thus, bottom justified with periods set in municipal font Calibri Italic, at 75% of bulleted text, left-justified, sentence-case, single-spaced, aligned with left margin of bullets.*



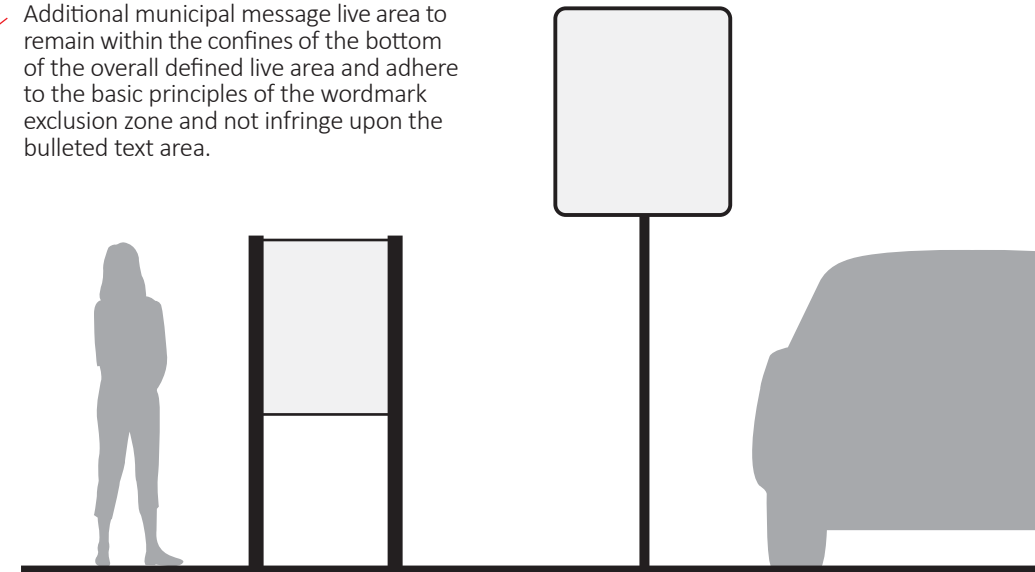
Title font size set to 5 cm cap height.

Live area for information, titles, text. All artwork must stay within the confines of this area.

Signage shape & size may vary depending upon usage. Corner radius is 5 cm. Aspect ratio is square, 4:3 or vertical, 16:9.

Border to be placed 2 cm from sign edges, midway between it and the drilled screw or bolt hole at top and bottom. Border width is .5 cm for smaller applications and 1.5 cm for larger outdoor signage intended to be read from a distance or from a vehicle.

Additional municipal message live area to remain within the confines of the bottom of the overall defined live area and adhere to the basic principles of the wordmark exclusion zone and not infringe upon the bulleted text area.

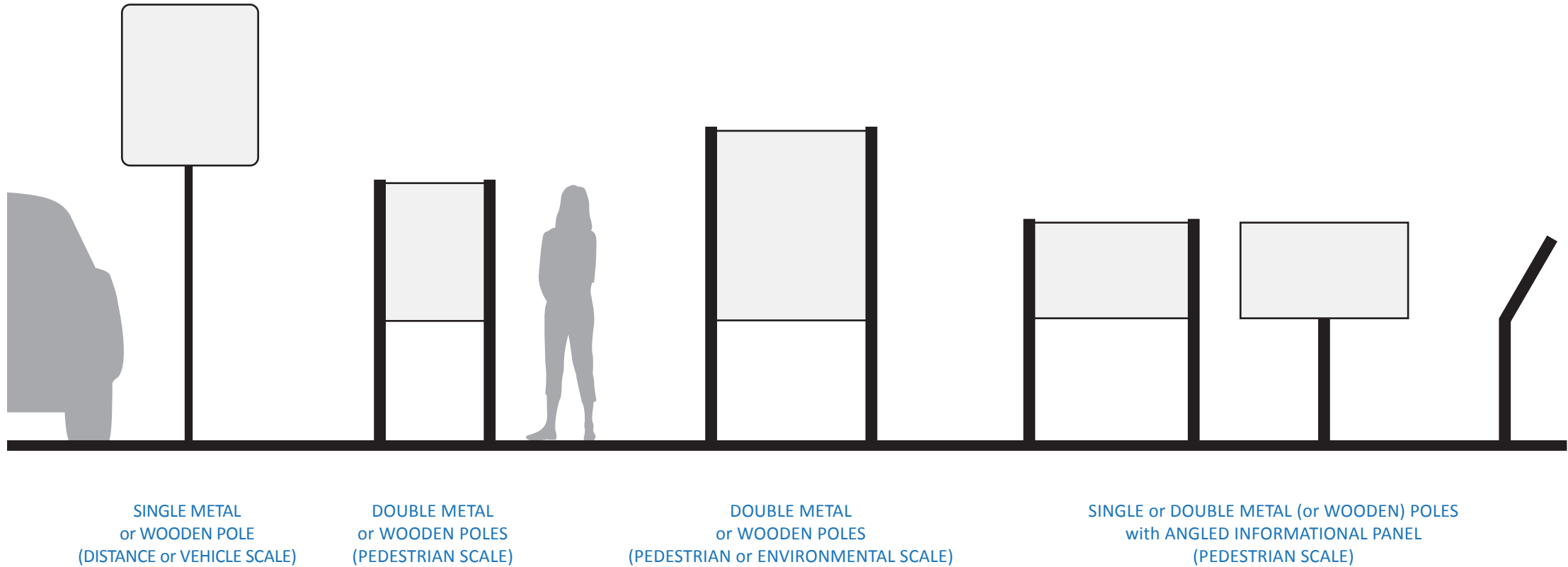


Mounting screw or bolt holes should be drilled 5 cm from outer edge and be centered at top and bottom.

In every application, the Lions Bay wordmark must adhere to the basic principles of the exclusion zone.

**SINGLE POLE MOUNT TO BE UTILISED, WITH A TWO-POLE SYSTEM (WITH NO BOLT HOLES) AS AN ALTERNATIVE, DEPENDING UPON LOCATION AND SIGNAGE TYPE.**

**NOTE: ALL SIGNAGE UTILISING A TWO-POLE SYSTEM WILL HAVE NO BORDERS WITHIN THE DESIGN, SQUARE CORNERS AND SIDE MOUNTED AS SHOWN ABOVE.**



Sign height to be 900 cm minimum and 1200 cm maximum for angled pedestrian signage.

INFORMATION  
(HISTORICAL/NAMING)



White text on **Pantone 363** green. Retro shape with rounded 5 mm corner radius. Border is white, border width is 0.5 cm. Shape based upon provided camera-ready dieline artwork. Names or titles must not break a line (single-line titles only), adjust font size to accommodate. Secondary title set at 65% font size of main title size.

INFORMATION  
(RECREATIONAL/INTERPRETIVE)



White text and border on **Pantone 470** brown. Rockwell Bold font intended to increase legibility, reduce officialness. Corner radius is 5 mm, border width is 1.5 cm.

INFORMATION  
(RECREATIONAL/INTERPRETIVE)

**BACKCOUNTRY TRAILHEAD:  
50 SUNSET DRIVE,  
LIONS BAY B.C. V0N2E0**

- ✓ Trails not maintained: **USE AT OWN RISK.**
- ✓ Water unsafe due to human contamination.
- ✓ Conditions change fast: have suitable gear and carry the Ten Essentials ([www.lbsar.com/Tips](http://www.lbsar.com/Tips)). Snowshoes/crampons, iceaxe/poles required above snowline year-round. Unreliable cell signal uphill. Ensure *now* that someone knows where you're going. Search & Rescue volunteers are overwhelmed by unprepared hikers so be ready to spend the night up there.
- ✓ Beware rock fall, snow avalanche, debris torrent, cornice collapse.
- ✓ Black bear, coyote & cougar country. All six Lower Mainland snakes are non-venomous.
- ✓ Help protect this sensitive ecosystem: stay on trail to reduce erosion. *Leave only footprints. Take only pictures.*
- ✓ Plan as much time down as up:

Approx. far-horizon sunsets this location, mid-month, Standard (not Daylight) time											
J	F	M	A	M	J	J	A	S	O	N	D
17:05	18:00	18:40	19:25	20:05	20:30	20:25	19:45	18:50	17:50	17:00	16:30

 **NO FIRES, EVER.**

INFORMATION  
(MUNICIPAL)

**DRINKING WATER  
CATCHMENT AREA**

Please help protect this watershed by keeping to trails and removing *all* waste.

Thanks 

White border and text in municipal font on **Pantone 285** blue. Corner radius is 5 mm, border width is 1.5 cm.

Signage example for three trialheads. Wording TBC with LBSAR, Trailblazers, BCMC. No wordmark, white text and border on **Pantone 470** brown. Rockwell Bold font intended to increase legibility, reduce officialness. Determne GPS check number off Google Earth once locations of signs are determined. Approximate width is 70 cm. Corner radius is 5 mm, border width is 1.5 cm.

TEMPORARY



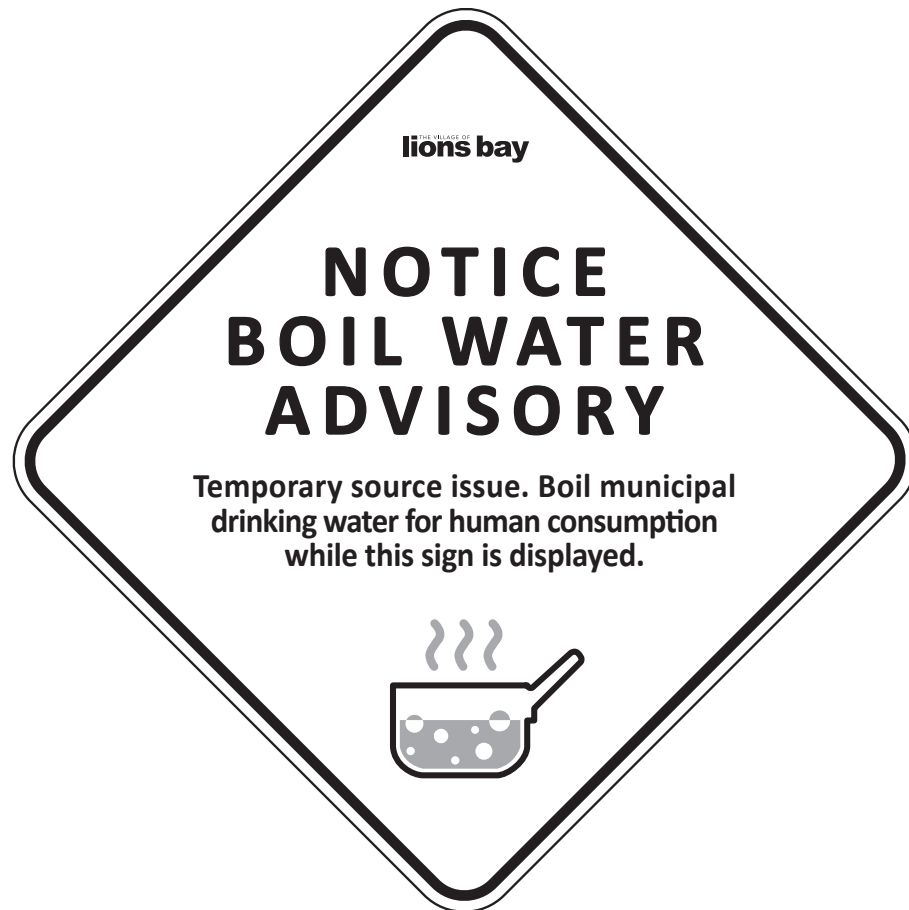
Black border and text in municipal font on **Pantone 172** orange. Corner radius is 5 mm, border width is 1.5 cm. CAUTION text set at 5 cm cap height in municipal font.

WARNING



Black text and border on **Pantone 116** yellow. Corner radius is 5 mm, border width is 1.5 cm. WARNING text set at 5 cm cap height in municipal font.

TEMPORARY INFORMATION



Black border and text in municipal font on white. Corner radius is 5 mm, overall size 70 cm (sides) DIAMOND. Border width is 1.5 cm. Headline and secondary message to be centered as pictured. Graphic elements to be centered below informational text.

INFORMATION (ARCHITECTURAL)



Pantone 295 dark blue text and border on sandblasted cedar 50 cm wide. Corner radius is 5 mm, border width is 1.5 cm. Blind screws from behind thru 4x4 PT wood post. Cedar signs utilise the Coat of Arms rather than the wordmark.



Pantone 295 dark blue text and border on sandblasted cedar 40 cm wide. Corner radius is 5 mm, border width is 1.5 cm. Two decorative brass screws on left & right through to door at eye level.



THE VILLAGE OF  
**lions bay**

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



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Non-Medical Cannabis Retail Store License Applications</b>		
<b>Author</b>	<b>Peter DeJong</b>	<b>Reviewed By:</b>	
<b>Date</b>	<b>August 28, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>September 4, 2018 Council Meeting</b>		

### **Recommendation:**

- (1) THAT the attached Policy No. 1802 - Non-Medical Cannabis Retail Store License Applications, be adopted; and
- (2) THAT staff provide a certified copy of the adopted Policy No. 1802 to the Liquor and Cannabis Regulation Branch.

### **Attachments:**

- (1) Draft Policy No. 1802 - Non-Medical Cannabis Retail Store License Applications;
- (2) BC government information re. Local Governments' Role in Licensing Non-Medical Cannabis Retail Stores.

### **Key Information:**

The Province of BC has adopted legislation dealing with the licensing of non-medical cannabis retail stores and has a stated policy to not approve applications that are opposed by local governments. The obligations of local governments, should they choose to comment on an application, are quite extensive in terms of the public consultation requirements. There is an option to make no comments, in which case the application will not be approved by the LCRB, but the process for doing this is not yet completely firm. However, staff have gone over the requirements with staff from the LCRB and determined a safe process for the Village of Lions Bay to decline any such applications through adoption of a policy, to be provided to the LCRB. That policy is attached to this report for Council's consideration.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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**Options:**

- (1) Adopt Policy No. 1802 - Non-Medical Cannabis Retail Store License Applications and instruct staff to forward it to the LCRB;
- (2) Amend and then adopt Policy No. 1802 and instruct staff to forward it to the LCRB;
- (3) Instruct staff otherwise.

**Preferred Option:** Option 1 is the preferred option.

**Legal Considerations:** Failure to have a clear policy and process for dealing with such applications may result in an unintended assumption of obligations to conduct extensive community consultation.

**Follow Up Action:** Assuming adoption of Policy No. 1802, forward the policy to the LCRB.

**Communication Plan:** Add Policy No. 1802 to the Municipality's website.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>POLICY</b>		<b>Policy No</b>	<b>POL – 1802</b>
<b>Title</b>	<b>Non-Medical Cannabis Retail Store License Applications</b>			
<b>Author</b>	<b>CAO, P. DeJong</b>	<b>Reviewed By:</b>		
<b>Date</b>	<b>September 4, 2018</b>	<b>Version</b>	<b>1</b>	

### **Purpose**

The purpose of this Policy is to provide guidance for staff, elected officials and the general public regarding Non-Medical Cannabis Retail Store License Applications under the *Cannabis Control and Licensing Act*, the *Cannabis Distribution Act*, and regulations under these pieces legislation.

### **Background**

The stated policy of the BC Provincial Government is that applications for Cannabis Retail Store Licenses will not be granted in the face of opposition from a local government. However, the general manager of the Liquor and Cannabis Regulation Branch (LCRB) must, under s.33 (2) of the Cannabis Control and Licensing Interim Regulation, give a local government notice of an application for a Cannabis Retail Store License. Upon receipt of notice, the local government may choose to:

- (a) not make any recommendation, which should end the application process because the LCRB cannot issue a license without the local government's support; or
- (b) choose to make comments in respect of an application.

It should be noted that if the local government chooses to make a comments and recommendations on the prospective licensee's application to the LCRB, it must "gather the views of residents". The requirements of this obligation are more fully set out as follows:

- Receiving written comment in response to a public notice of the application
- Conducting a public hearing in respect of the application
- Holding a referendum, or
- Using another method the local government considers appropriate.

It is up to the local government to determine the area, relative to the licensee's application, where resident's views must be gathered. Gathering the views of residents of the area and



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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providing a recommendation to the LCRB must be unique to each provincial license application. In other words, past recommendations cannot be used in a new licensing process. Each individual application must be considered separately by the local government.

In addition, the recommendations and comments the local government provides to the LCRB must:

- be in writing (this may or may not be in the form of a resolution)
- show that the local government has considered the location of the proposed store
- include the views of the local government on the general impact on the community if the application is approved
- include the views of residents if the local government has gathered residents' views, and a description of how they were gathered
- include the local government's recommendation as to whether the application should be approved or rejected and provide the reasons upon which the recommendation is based.

The local government should also provide any supporting documents referenced in their comments. If the recommendation does not meet the regulatory requirements, the LCRB will ask the local government to provide new or amended comments that address outstanding issues.

If a local government intends to consistently choose option (a) above and avoid the requirements of option (b), it may provide the LCRB with a policy statement which the LCRB will share with prospective license applicants to preclude unwanted applications. However, as noted above, if applications are received, they must be forward to the local government.

### **Current Lions Bay Regulations**

Zoning and Development Bylaw No. 520, 2017 (the Zoning Bylaw) prohibits *cannabis* production, except as permitted under Part 2 [Production for Own Medical Purposes and Production by a Designated Person] of the *Access to Cannabis for Medical Purposes Regulations*.

Moreover, the Zoning Bylaw expressly *prohibits cannabis retail stores* in all zones. *Cannabis retail store* means premises at which *cannabis* is packaged, stored, dispensed, distributed, traded or



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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sold, or otherwise provided to a person with or without a medical prescription, but excludes activity or conduct that is authorized and licenced pursuant to the *Access to Cannabis for Medical Purposes Regulations*.

### **Policy**

Given that Zoning and Development Bylaw No. 520, 2017 (the Zoning Bylaw) prohibits *cannabis* production and *cannabis retail stores* in all zones, and given that the Village of Lions Bay wishes to avoid the obligations associated with making any comments in respect of any Cannabis Retail Store License Applications under the new regulations, the Village of Lions Bay Council hereby adopts the following policy:

The Village of Lions Bay will respond in the following manner to any notices of cannabis retail store license applications from the LCRB:

“Thank you for your Notice of Application No. \_\_\_. Per Council Policy No. 1802 and section 4.3 of Zoning and Development Bylaw No. 520, 2017, as amended, the Village of Lions Bay will not be providing any recommendation to the LCRB with respect to this application and, as a result, we understand you will be rejecting the application. Please let us know if you require any further information.”

\_\_\_\_\_  
Mayor

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

Adopted by Council:	
Updated:	



## **Local Governments' Role in Licensing Non-Medical Cannabis Retail Stores**

If you have any questions about this document, please contact the Liquor and Cannabis Regulation Branch toll-free at 1-866 209-2111, or email [cannabisregs@gov.bc.ca](mailto:cannabisregs@gov.bc.ca). NOTE: This document will be updated from time to time as additional information surrounding the regulatory framework for cannabis retail sales becomes available.

### **Branch name change**

The Liquor Control and Licensing Branch has been renamed to the Liquor and Cannabis Regulation Branch (LCRB) to represent its new additional responsibility of licensing and monitoring the retail sale of non-medical cannabis in British Columbia.

### **Non-medical cannabis retail licence**

The province will be issuing licences for non-medical cannabis retail stores. A cannabis retail store must be a standalone business. This licence requires input and a positive recommendation from a local government in whose area the proposed store is located.

The province recognizes the importance of ensuring carefully regulated access to non-medical cannabis in all areas of the province, including rural areas.

As a first step, the province will open opportunities to apply for regular retail licences. Once the regional distribution of retail non-medical cannabis stores is known, the province will consider issuing licences to service rural or remote areas that are not sufficiently served by existing retail cannabis stores.

### **The role of local governments in the cannabis retail store licensing process**

Applicants for a non-medical cannabis retail store licence must submit a licence application to the LCRB. When an application is received, the LCRB will notify the local government of the area where the proposed store will be located.

Upon receipt of notice, local governments can:

- choose not to make any recommendation in respect of the application for a cannabis retail store licence (Note: this would end a licence application in progress because the LCRB cannot issue a licence unless the local government gives the LCRB a positive recommendation that the licence be issued)
- choose to make comments and recommendations in respect of an application for a cannabis retail store licence. Note that:
  - if the local government chooses to make a comments and recommendation on the licensee's application to the LCRB, it must gather the views of residents

- if it makes a recommendation to deny the application then the LCRB may not issue the licence
- if it makes a recommendation in favour of the application, then the LCRB has discretion whether or not to issue the licence, but must consider the local government's recommendation.

Local Governments (municipalities, regional districts or Islands Trust local trust committees) have some or all of the following regulatory powers in respect of cannabis retail store licences:

- Impose restrictions in its zoning bylaws regarding the location of cannabis retail stores
- Regulation of business (municipalities only): by terms and conditions in its business licensing bylaw, a municipality may limit the hours that cannabis retail stores can operate or impose other conditions such specifications regarding signage
- Charge the applicant fees if choosing to assess an application.

The above process applies to all relocations of existing cannabis retail stores.

### **Gathering residents' views**

If the local government decides to consider the notice of application and to provide comments and recommendations as to the location of the proposed retail store, it must gather the views of residents of the area if the location of the proposed store may affect nearby residents. It may gather resident's views by using one or more of the following methods:

- Receiving written comment in response to a public notice of the application
- Conducting a public hearing in respect of the application
- Holding a referendum, or
- Using another method the local government considers appropriate.

It is up to the local government to determine the area, relative to the licensee's application, where resident's views must be gathered.

Please note: Gathering the views of residents of the area/providing a recommendation to the LCRB must be unique to each provincial licence application. In other words, past recommendations cannot be used in a new licensing process. Each individual application must be considered separately by the local government.

### **What must the local government's recommendation include?**

The recommendations and comments the local government provides to the LCRB must:

- be in writing (this may or may not be in the form of a resolution)
- show that the local government has considered the location of the proposed store
- include the views of the local government on the general impact on the community if the application is approved
- include the views of residents if the local government has gathered residents' views, and a description of how they were gathered
- include the local government's recommendation as to whether the application should be approved or rejected and provide the reasons upon which the recommendation is based.

The local government should also provide any supporting documents referenced in their comments.

## **What if the local government does not want to provide a recommendation?**

If a local government does not want to accept the notice of application and provide a recommendation for the proposed retail location, they should notify the LCRB. A licence for a cannabis retail store will not be issued without a positive recommendation from a local government. If a response is not received, LCRB will not consider the application any further.

## **What if the recommendation does not meet the regulatory requirements?**

If the recommendation does not meet the regulatory requirements, the LCRB will ask the local government to provide new or amended comments that address outstanding issues.

## **How long does the local government have to provide comments?**

Unlike in the process for liquor licensing, local governments are not required to provide a recommendation on a cannabis retail store application within a specific time period. Please note that delays in the application process can have a significant impact on the applicant. If the applicant is the reason for the delay, please notify the LCRB. If the applicant is not trying to move an application forward, the application can be cancelled.

## **Can the local government recommend approval subject to certain conditions?**

In some circumstances, the local government can recommend that the LCRB approve the application as long as certain restrictions (e.g. hours of operation) are placed on the licence. In these situations, the recommendation should clearly explain the rationale for placing restrictions.

If the local government intends to request that the LCRB impose terms and conditions on a licence, prior to sending such a recommendation the local government should consult with the LCRB so that the LCRB can determine whether it has the authority to impose the requested terms and conditions before finalizing their conditional recommendation.

The local government may also have the ability to impose other operating rules on the proposed store through the terms and conditions of the applicant's business licence, zoning or bylaw. The local government is responsible for enforcing these rules.

## **Floor Plans**

Applicants must submit a floor plan with their licence application for approval so the LCRB can identify store features such as sales, storage and delivery areas. Unlike for some kinds of liquor licence applications, local governments are not required to provide occupant load stamps or approve the applicant's floor plans as part of the provincial licensing process for cannabis retail stores.

## **A municipal council or regional district board can delegate authority to their staff to provide comments and a recommendation to the LCRB**

A municipal council or regional district board may delegate its powers and duties to provide comments and a recommendation to the LCRB regarding a cannabis retail store licence application. If a council or board has delegated this authority, a cannabis retail store applicant may ask for comments and recommendations made by delegated staff to be reconsidered by the local government.

### **Council as defined in the Vancouver Charter:**

A Council, as defined in the *Vancouver Charter*, choosing to delegate to its staff must establish procedures for a reconsideration of comments and recommendations made by delegated staff, including how a cannabis retail store applicant may apply for reconsideration. In undertaking a reconsideration, the Council will have the same authority as it delegated to staff.

### **Right of reconsideration:**

Delegated local government staff must advise the cannabis retail store licence applicant that the applicant has the right of reconsideration of the staff's recommendation by the council or board.

### **How local governments inform the LCRB of delegation:**

A local government that has delegated authority to staff should send a copy of the delegation to the LCRB at [cannabisregs@gov.bc.ca](mailto:cannabisregs@gov.bc.ca).

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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 Servicing of New Lot at 35 Kelvin Grove Way (also known as Remainder Lot 50 or Rem Lot 50)</b>		
<b>Author</b>	<b>Naizam Jaffer</b>	<b>Reviewed By:</b>	<b>Peter DeJong</b>
<b>Date</b>	<b>August 27, 2018</b>	<b>Version</b>	<b>1</b>
<b>Issued for</b>	<b>September 04, 2018 Regular Council Meeting</b>		

### Recommendation:

THAT Council approve the contract for the construction management for the servicing of Kelvin Grove Rem Lot 50 to Creus Engineering Ltd. in the amount of \$14,980.00, and

THAT Council award the construction contract for the servicing of Kelvin Grove Rem Lot 50 to Capilano Highway Services Company for \$141,290.00; 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.

### Attachments:

- (1) Agreement for Creus construction management cost proposal dated 28-Aug-18
- (2) Kelvin Grove Rem Lot 50 MMCD 2009 Contract Document
- (3) Tender Comparisons email from Creus dated 21-Aug-18

### Key Information:

At the July 3, 2018 Regular Council Meeting, Road Closure Bylaw No. 550, 2018 was introduced and given first and second reading. The accompanying Council Report titled "Kelvin Grove Road Closure Bylaw No. 550, 2018," written by CAO Peter DeJong, identified the need to relocate existing infrastructure out of the proposed lot boundary and move it to the boulevard closer to the highway off-ramp. Relocation of these utilities was discussed with and has been approved by the Ministry of Transportation and Infrastructure (MOTI). Council gave the Kelvin Grove Road Closure Bylaw No. 550, 2018 third reading on July 17, 2018, after which staff posted a tender for the infrastructure relocation to BC Bid on July 19, 2018. In addition to the relocation of the infrastructure from the proposed lot, the tender also



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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provided for the provision of water, sewer, and drainage connections along with Telus and Hydro services for the new lot.

The tender closed on August 15, 2018 and the Municipality received three bids:

1. Capilano Highways Services Company (CHSC)	\$141,290.00
2. Ponte Brothers Contracting (PBC)	\$251,900.00
3. Fontaine Construction (FC)	\$474,640.00

The bids received were much higher than the original construction estimate provided by Creus Engineering (Creus). Given the current market conditions and a detailed analysis of the bids received, Creus believes the bid put forth by CHSC is a reasonable approximation of the costs for this project.

On August 24, 2018, representatives from PBC and FC were advised of their unsuccessful bid and thanked for their interest in the project. CHSC representatives were advised that they were low bid but that the project award and permission to proceed were dependent upon Council authorization which would be discussed at the September 4, 2018 Council Meeting.

### **Options:**

- (1) Award the servicing and construction management of Kelvin Grove Rem Lot 50 to CHSC and Creus respectively, in accordance with the recommendations of staff;
- (2) Direct staff to complete the project scope internally. This option would further hamper the ability of the Public Works department to perform core work;
- (3) Refer the matter back to staff with further instructions.

### **Preferred Option:**

Staff recommend proceeding with Option (1) as the potential uplift in value for the increased area of the lot and the provision of a fully serviced lot is estimated at approximately \$250,000.00 higher than the value of an un-serviced, smaller lot. Therefore, from a cost-benefit perspective, the expenditure of costs associated with the proposed works equates to an additional value of roughly \$94,000.00. This option will see the speediest solution to the servicing of Kelvin Grove Rem Lot 50 with the least impact on Public Works' time required for core work and other projects.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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As mentioned in the Creus tender comparison, staff did discuss the potential of performing the infrastructure works internally and estimate that the internal labour component of this cost to be approximately \$30,000.00 with the equipment and materials component estimated to be approximately \$25,000.00 plus approximately \$10,000 in Engineering inspection and support. While the cost-benefit increases greatly by performing the works internally, the volume of work that would be shelved during the approximately 5 week construction period would put the Public Works Department even further behind than it already is on core maintenance and special projects.

Core maintenance tasks such as roadside vegetation management, tree trimming, ditch cleaning, culvert inspections and maintenance, water main air valve maintenance and a host of others have already suffered due to additional projects added to the Public Works agenda over the past two years. Projects that have contributed to the deferment of core maintenance tasks include the additional time spent on reviewing engineering documents, drawings and associated site visits (CWWF Tank project, Harvey Weir, Magnesia Infiltration Gallery, Kelvin Grove lot servicing, Bayview Road and water main design, etc.); Lions Bay Beach Park projects including tree removal followed by stump removal, planning works associated with moving the Public Works Yard to Brunswick Hill, preparing 52 Brunswick Beach lot for sale and relocating the garage for 52 Brunswick Beach, works associated with preparing the new Fire Rescue classroom, resurfacing the fire training compound, landscaping at the Community Centre, parking signage, and so on. Additional priority projects yet to be completed will also impact the timing of the lot servicing project and will delay its implementation. These priority projects include drainage improvements at the CN lot, drainage improvements to Lions Bay Avenue, and a culvert replacement on Bayview Road. Regulatory works such as our fall flushing are also in jeopardy of being delayed and would most certainly be impacted should Public Works be tasked with this project.

### **Legal Considerations:**

The Mayor and CAO to execute the agreements set out at the beginning of this report, substantially as attached, and any associated documents pertaining to the fulfillment of these agreements.

# CREUS Engineering Ltd

610-EAST TOWER, 221 ESPLANADE W, N. VANCOUVER, BC V7M 3J3  
P: 604-987-9070 F: 604-987-9071 www.creus.ca

Civil Engineers & Project Managers

August 28, 2018

File: 18190

## Village of Lions Bay

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

Attention: Nai Jaffer

## RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES – PHASE 3 Kelvin Grove Lot Servicing, Lions Bay, BC

Further to your request, we are pleased to submit the following proposal for civil engineering services for the proposed lot servicing in Lions Bay. This is in follow up to the preliminary design done for Phase 1 and Tender Design of Phase 2.

Our firm prides ourselves with being able to produce the optimal design that balances economics, environmental concerns and best engineering practices. We utilize the latest in 3D civil design software and 28 years of design and project management experience to optimize the design solutions.

### SCOPE OF WORK

Below we have outlined our understanding of the scope of work required for this project based on our experience preparing development drawings in the VOLB.

1. Design Update
  - Amend design per feedback from VOLB on actual location of services;
  - Revisions to affect;
  - Issue IFC.
2. Contract Services
  - Issue Post Tender addenda for any changes;
  - Draft Contract Documents
  - Notice of Award
  - Collect Bonding, Insurance, WorkSafe Notice of Project;
  - Issue Progress Certificates.
3. Construction Services
  - The cost for construction inspections, tendering and contract management is controlled largely by the scheduling of the project which are beyond our control. We recommend that we provide basic supplemental specifications to ensure the scope of work, testing, notices, TMP and SEC requirements are fully conveyed to potential civil contractors. Creus is experienced in managing contracts and would be ready to provide full tendering and contract management services for the civil works if so desired by the owner or can provide strictly engineering inspections required for sign off and Engineering support as required on an hourly basis.
  - Generally on projects such as this we find there is a need for some sediment and erosion control inspection and general site management during both civil and non civil works. This can be done by the Environmental, Geotech or Civil Consultant. Creus would be prepared to do those works as part of ongoing civil inspections.
  - Review of Shop Drawings
  - Engineering Support during construction
  - Based on projected schedule we anticipate that there will be preconstruction meeting, inspections during works, final walk through with VOLB, MOTI and contractor and final walk through.

4. Project Record Drawings
  - Update drawings with surveyed as constructed works
  - Consolidate all test data
  - Submission to MOTI
  - Issue as 2 paper and digital version of each

**AUTHORIZATION**

Our fee proposal and terms and conditions are attached. Please sign below and return a copy of this proposal to signify your authorization to proceed.

Respectfully yours,

  
**CREUS Engineering Ltd.**

Kevin Healy, P.Eng.

As agreed by:

\_\_\_\_\_  
Mr. Karl Buhr, Mayor

\_\_\_\_\_  
Mr. Peter DeJong, CAO

**FEE PROPOSAL**

	Description	Total
1	Design Update	\$ 1,850
2	Contract Services	\$ 1,520
3	Construction Services	\$ 9,750
4	Project Record Drawings	\$1,860
	<b>Total Cost</b>	<b>\$14,980</b>

Billings will be made monthly and would be based on the following hourly rates.

Senior Engineer	\$175
Project Engineer	\$135
Construction Engineer	\$135
Junior Engineer	\$120
Inspector	\$120
Cad Manager	\$110
Technologist/Technician	\$100
Office Admin	\$60

**TERMS AND CONDITIONS**

- Costs do not include rework (extra work) due to non-timely input from the client and client consultants, change in the planning parameters, change in regulatory agency requirements, change in the municipal requirements, additional services due to changes in the scope of the contemplated development or the consultant's overall scope of work, or site conditions that could not be reasonably anticipated from previously available data.
- Costs do not include on-lot servicing, offsite municipal upgrades (if required), construction supervision, inspection or preparation of as-built drawings, unless otherwise indicated. This work is to be billed hourly on a month to month basis.
- Costs do not include any specialist consultant fees including, but not limited to: survey, legal, streetlighting, landscaping, structural, geotechnical, mechanical, environmental consulting, monitoring, etc unless noted otherwise.
- Costs do not include any fees payable to government agencies or utility companies required for the processing and procurement of the necessary approvals.
- Sub consultant fees are charged as disbursements at cost plus 10%.
- Minor disbursements and other expenses such as facsimiles, cell phones and mileage are generally included in our fees. Regular courier charges are \$20 per trip. For rush and special couriers additional charges will apply.
- B&W full sized prints to be billed at \$4.00 per sheet. Coloured full size prints to be billed at \$10.00 per sheet. 11x17 drawings to be billed at \$2.00 per sheet. We print on 100% recycled paper.
- Costs do not include GST.
- Terms: Due on receipt. 2% per month charged on overdue accounts.
- CREUS Engineering Ltd carries professional liability insurance with a limit of \$5,000,000 per occurrence and \$5,000,000 aggregate.

# **Kelvin Grove Rem Lot 50 Servicing**

**MASTER MUNICIPAL CONSTRUCTION DOCUMENTS - 2009  
UNIT PRICE AND LUMP SUM CONTRACT**

File No. 18190  
July 2018

## **CREUS Engineering Ltd**

610-East Tower, 221 Esplanade W, North Vancouver, BC V7M 3J3  
P: 604-987-9070 F: 604-987-9071 [www.creus.ca](http://www.creus.ca)

Civil Engineers & Project Managers

UNIT  
PRICE & LUMP SUM  
CONTRACT

KELVIN GROVE  
REM LOT 50 SERVICING  
INVITATION TO TENDERERS

INVITATION TO TENDERERS  
PAGE 2 OF 32  
JULY 2018

Owner: Village of Lions Bay

(NAME OF OWNER)

Contract: Kelvin Grove Rem Lot 50 Servicing

(TITLE OF CONTRACT)

Reference No. 18190

(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders  
for:

- Erosion / Sediment Control
- Mobilization
- Bonding
- Traffic Management
- Sediment and Erosion Control and Temporary Drainage
- Earthworks including Clearing and Grubbing
- Stormwater Rerouting
- Hydrant decommissioning
- Water, Sanitary and storm servicing
- Hydro and Telus Service
- Shouldering and Asphalt Repairs
- Layout and As Constructed

Contract Documents are  
available during normal  
business hours at:

Creus Engineering Ltd

610 – East Tower, 221 Esplanade W

North Vancouver, BC

V7M 3J3

(LIST ADDRESSES FOR DOCUMENT PICKUP)

On payment of a non-refundable amount of \$0.00 including GST payable to:

(NAME THAT CHEQUE SHOULD BE PAYABLE TO)

The Contract Documents  
are available for viewing at:

Arrange for pick up per above

(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

A Pretender site  
meeting is scheduled for:

Date: Wednesday July 25

Time: 10am

Location: Top of North On Ramp from Kelvin Grove Way, East side of highway

Tenders are scheduled to  
close:

Tender Closing Time: 2 : 00 , p    m local time

Tender Closing Date: August 8th , 20 18

Address: Creus Engineering Ltd

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**UNIT**  
**PRICE & LUMP SUM**  
**CONTRACT**

**KELVIN GROVE**  
**REM LOT 50 SERVICING**  
**INVITATION TO TENDERERS**

**INVITATION TO TENDERERS**  
**PAGE 3 OF 32**  
**JULY 2018**

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610-East Tower, 221 Esplanade W

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North Vancouver, BC

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V7M 3J3

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( ADDRESS WHERE TENDERS MUST BE SUBMITTED )

**NAME OF OWNER'S**  
**REPRESENTATIVE**

---

Steve Williamson

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swilliamson@creus.ca

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( PHONE )

**UNIT  
PRICE & LUMP SUM  
CONTRACT**

**KELVIN GROVE  
REM LOT 50 SERVICING  
INVITATION TO TENDERERS**

**INVITATION TO TENDERERS  
PAGE 4 OF 32  
JULY 2018**

**1.0 Introduction .....IT - 1**

**2.0 Tender Documents.....IT - 1**

**3.0 Submission of Tenders .....IT - 2**

**4.0 Additional Instructions to Tenderers.....IT - 3**

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**UNIT**  
**PRICE & LUMP SUM**  
**CONTRACT**

**KELVIN GROVE**  
**REM LOT 50 SERVICING**  
**INVITATION TO TENDERERS**

**INVITATION TO TENDERERS**  
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**JULY 2018**

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UNIT  
PRICE & LUMP SUM  
CONTRACT

KELVIN GROVE  
REM LOT 50 SERVICING  
INVITATION TO TENDERERS

INVITATION TO TENDERERS  
PAGE 6 OF 32  
JULY 2018

(FOR USE WHEN UNIT PRICES and Lump Sum FORM THE BASIS OF PAYMENT TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

(TO BE READ WITH "INSTRUCTIONS TO TENDERERS - PART II"  
CONTAINED IN THE EDITION OF THE PUBLICATION  
"MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" SPECIFIED IN ARTICLE 2.2 BELOW)

Owner: Village of Lions Bay  
(NAME OF OWNER)

Contract: Kelvin Grove Rem Lot 50 Servicing  
(TITLE OF CONTRACT)

Reference No. 18190  
(OWNER'S CONTRACT REFERENCE NO.)

## 1.0 Introduction

1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following *Work*:

- Mobilization
- Bonding
- Traffic Management
- Sediment and Erosion Control and Temporary Drainage
- Earthworks including Clearing and Grubbing
- Stormwater Rerouting
- Hydrant decommissioning
- Water, Sanitary and storm servicing
- Hydro and Telus Service
- Shouldering and Asphalt Repairs
- Layout and As Constructed

*Works* specifically excluded from the *Contract* and will be on-going by others during the course of the *Contract*:

- Access on public roads and driveways
- Bus Operation
- Village Operations

1.2 Direct all inquiries regarding the *Contract*, to:  
Steve Williamson

swilliamson@creus.ca

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

**Address:** Creus Engineering Ltd

610-East Tower, 221 Esplanade W

North Vancouver, BC

**Phone:** 604 987 - 9070 Ext 304

UNIT  
PRICE & LUMP SUM  
CONTRACT

KELVIN GROVE  
REM LOT 50 SERVICING  
INVITATION TO TENDERERS

INVITATION TO TENDERERS  
PAGE 7 OF 32  
JULY 2018

Fax: 604 987 - 9071

**2.0 Tender Documents**

- 2.1 The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled "Schedule of *Contract Documents*". Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled "List of *Contract Drawings*".
- 2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings". Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.
- 2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

**3.0 Submission of Tenders**

- 3.1 Tenders must be submitted in a sealed envelope, marked on the outside with the above *Contract* Title and Reference No., and must be received by the office of:

Village of Lions Bay  
c/o Pam Rooke, Chief Financial Officer  
(During normal operational hours)

(TITLE OF POSITION)

on or before:

**Tender Closing Time:** 2 : 00 , p  m local time

**Tender Closing Date:** August 8th , 20 18

at

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PRICE & LUMP SUM  
CONTRACT

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REM LOT 50 SERVICING  
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**Address:** Village of Lions Bay

400 Centre Road

Lions Bay, BC, V0N 2E0

**Fax:** 604 987 - 9071

3.2 Late tenders will not be accepted or considered, and will be returned unopened.

**Additional  
Instructions  
to Tenderers**

- 4**
- 4.1 The award of this *Contract* is subject to the availability of sufficient funds to complete the *Work*. The *Owner* also reserves the right to modify the scope of *Work* to meet the funding made available for the projects specified in these tender documents.
- The *Owner* reserves the right not to accept the lowest or any bid, and to accept the bid which it deems to be in the best interest of the *Owner*
- 4.2 The *Owner* will use the following, but not limited to, criteria in the award of this *Contract*:
- Company experience
  - Staff experience
  - Municipal experience
  - Total Price
  - Unit Rates
- 4.3 **Instruction to Tenders Part II- add 8.3** "It is imperative that, prior to bidding, the *Contractor* visit, inspect and familiarize themselves with the site and of everything and of every condition affecting the *Works* to be executed so that the execution of the contract by the *Contractor* is founded and based upon his own examination, knowledge and judgment. This shall include access, traffic management, storage, drainage management, temporary *Works* to perform *Works* and constructability of *Work*."
- 4.4 **Instruction to Tenders Part II- add 10.3** "Contractor to review Supplementary Specifications and Special Provisions to receive clarification on how items are paid as well as any conditions on *Owner's* right to remove items from *Works*"
- 4.5 Instruction to Tenders Part II add 15.1.6 "The *Owner* may, in its absolute discretion, reject a Tender submitted by the Tenderer if the Tenderer, or any officer or director of a corporate Tenderer, is or has been engaged, either directly or indirectly through another corporation or legal entity, in a legal action against the *Owner* and its elected and appointed officers and employees or any of them in relation to:
- a) any other contract or services; or
  - b) any matter arising from the *Owner's* exercise of its powers, duties or functions under the Local Government Act, the Community Charter or any other enactments; within five years of this Tender Offer.

For purposes of this section, the words “legal action” include, without limitation, a mediation, arbitration, hearing before an administrative tribunal or lawsuit filed in any court.

Without limiting the Owner’s sole discretion, in determining whether or not to reject a Tender pursuant to this clause, the Owner will consider such factors as whether the legal action is likely to affect the Tenderer’s ability to Work with the Owner and its employees, agents, Contract Administrators and representatives or any of them and whether the Owner’s past experience with the Tenderer in the matter that resulted in the legal action indicates that the Owner is likely to incur increased staff and legal costs or either of them in the administration of this contract if it is awarded to the Tenderer.”

- 4.7 **Bonding** may not be required. Owner may Delete Labour and Material and Performance Bonds from MMCD sections 4.1.2 and 5.1.1.a. with no charge and no payment under this item. A Bid Bond is still required with Tender.
- 4.8 **Tender Price** Payment for all work specified in the *Contract Documents*, and as shown on the drawings, will be made at the **TOTAL LUMP SUM TENDER** as shown in the Tender Form. This price shall be the total cost to the *Owner* for the completed works, and shall include any applicable Municipal permit fees; layout, utility locates, traffic management, project management, testing, supply of all materials, supervision, PST, labour, and equipment, except as explicitly excluded elsewhere; and allowances for overhead and profit.

Include costs for work and materials not expressly listed in the Schedule of Quantities and Prices, but included in the drawings and/or specifications by either direct mention or implication, in items to which they pertain most closely. All specifications shall apply to these works and referenced items below are additional direction to aid with review of contract documents

The lowest or any tender may not necessarily be accepted. The *Owner* unequivocally reserves the right to accept or reject any or all tenders, or part of any tender. The *Owner* will review the amount and balance of the lump sum and unit rate amounts as well as schedule of works and previous experience in evaluating the tenders. Award of the contract is contingent on meeting the budgetary requirements of the project.

Any claim by the *Contractor* for extra payment on grounds that work performed or materials supplied in accordance with the drawings and/or specifications could not be properly charged to items listed in the Schedule of Quantities and Prices **will be rejected**.

**The lump sum prices tendered for the various major components of the work will be used as a guide only in determining the amount of payment due to the *Contractor* as the work progresses. The *Contractor* is responsible for accounting for all works indicated within the payment items indicated.**

The lump sum prices tendered for the various major components of the work will be used as a guide only in determining the amount of payment due to the *Contractor* as the work progresses. The *Contractor* is responsible for accounting for all works indicated within the payment items indicated.

- 4.9 **Payment Items** Refer to Tender Form - Schedule 1, Quantities and Prices. The Breakdown of the tender is for the convenience of the owner in comparing bids and assessing progress. The *Contractor* is responsible for including all costs within the categories supplied. The following is intended to aid the *Contractor* in allocating to portions of contract only.

**Item 1 Mobilization/demobilization:** Payment for mobilization will be made at the lump sum price bid. Payment shall be for all costs which are independent of the quantities of *Work* done and which are not paid for under other items, including gaining access to all areas of the *Work*. This payment shall include all cost for construction and maintenance of the temporary construction access to the site and traffic management requirements. *Contractor* is responsible for all staging areas and staff parking.

*Contractor* to arrange for BC one call and coordinate with Municipality and verify all adjoining services prior to commencing installation. *Contractor* to confirm existing utility locations prior to starting crossings of existing services.

*Contractor* to also include for mobilization of fire safety equipment as required by the Ministry of Forests "Extreme Measures on Job site in the Interface Zone" and *Work* according to those requirements. It is up to the *Contractor* to prepare a fire preparedness plan and obtain and maintain all necessary approvals from the Ministry of Forests in regards to fire protection and meet all requirements of the Fire Plan.

Payment of 25% of the lump sum will be authorized when the *Contractor* has provided a construction schedule and *Work* has commenced. Payment of 50% of the lump sum will be made as a series of monthly payments, calculated on the basis of the expected schedule. If the *Work* falls behind or gets ahead of schedule, these payments will be adjusted accordingly. Payment of the remaining 25% will be authorized when the *Work* is completed and the site is cleaned up, as built are submitted and *Works* are to the satisfaction of the *Engineer*.

The amount of this item is to not exceed 5% of the total value of *Works*.

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**Item 2**     **Bonding:** Shall be priced to provide 50% labour and material and performance bond including warranty period. The owner reserves the right to delete this item from the contract at no cost to the owner. A Bid Bond however is required with a bid submittal.

**Item 3**     **Erosions/Sediment Control:** Payment for this item shall be all inclusive, including all labour, materials and equipment, required to install and continuously maintain erosion and sediment control features including but not limited to silt fence construction, protective fence, check dams, detention ponds and provide and maintain a wheel wash at the access point to project and clean and maintain adjoining roads as required, cleaning and continual maintenance of sediment traps and other features; and all other *Work* incidental thereto and as described in Section 01561 of the MMCD;

The Environmental Consultant should we change this to Engineer for this project? has the authority to stop *Work* on the site should the *Contractor* fail to comply with the EMP. The stop *Work* order will remain in effect until such time as the Environmental consultant approves. The *Contractor* shall be aware that the drainage *Works* tie into sensitive riparian areas and the *Contractor* shall isolate all *Works* from the Creek.

All *Work* is to be consistent with the requirement of DFO/MLWA requirements including but not limited to "Land Development Guidelines for the protection of Aquatic Habitat. The *Work* shall address all mitigative and protective requirements including but not limited to street sweeping, parking, fuelling, temporary access, sediment fencing, sediment ponds and surface protection.

The *Contractor* shall be responsible for the maintenance of all erosion and sediment control facilities throughout the term of the contract. In addition, the *Contractor* shall provide any temporary drainage facilities as necessary. Temporary drainage *Works* and sediment control facilities shall be regularly reviewed with the *Contract Administrator* and Environmental Consultant and any necessary adjustments shall be completed as directed. The drawings indicate minimal *Works* required prior to commencing earthworks. It is the responsibility to ensure sediment and erosion control *Works* are adequate and properly maintained. The *Contractor* shall suspend *Works* when heavy rainfall is expected, and sensitive areas shall be protected when *Work* is suspended.

The contractor will be required to divert flows around site during construction. Contractor to provide work plan for this work prior to proceeding. The work plan is to anticipate

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changes in weather and have allowances for bypassing diversion during heavy rains including temporarily lined ditches/ oversize pipes etc. No deleterious materials shall be discharged back into creek downstream of mini span installation. *Contractor* to monitor weather and adjust contingency plans as required to avoid damage from overflow.

The *Contractor* shall be required to organize construction operations such that environmental impacts are minimized. The *Work* program shall be managed such that activities may be suspended when heavy rainfall is expected, and sensitive areas shall be protected when *Work* is suspended.

Payment of 50% of the lump sum will be authorized when the *Contractor* installed the sediment control *Works*. Payment of 40% of the lump sum will be made as a series of monthly payments, calculated on the basis of the expected schedule. If the *Work* falls behind or gets ahead of schedule, these payments will be adjusted accordingly. Payment of the remaining 10% will be authorized when the *Work* is completed and the site is cleaned up and decommissioned to the satisfaction of the *Contract Administrator*.

**Item 4** **Traffic Control:** *Contractor* to submit Traffic Management Road Use Permit to the *Engineer* minimum 7 days prior to commencement of works for review prior to the *Contractor* submitting plan to MOTI for approval. The *Contractor* shall describe the works per the requirements in Creus Traffic Management Plan. Once reviewed the *Engineer* shall submit TMP to BCMOTI for approval and issuance of Permit to the *Contractor*. No works shall commence without TMP approval. The *Contractor* should allow for meeting and reviewing proposed traffic management requirements at regular site meetings as well as full walk through at start of each new change in TMP with Municipality, MOTI and *Engineer*. *Contractor* to ensure thru traffic at all times with no stoppages of more than 5min. Traffic cannot be allowed to back up onto Highway 99 at any time during construction. *Contractor* to manage staff to park in suitable locations as approved in the submitted TMP. District of West Vancouver bus operations must remain unaffected by works. Bus stop to be relocated to north side of intersection. *Contractor* to provide temporary directional signage to new location and relocate existing West Vancouver bus stop sign. *Contractor* to notify Creus 5 days in advance of relocating bus stop.

**Item 5** **Earthworks:**

**5.1 Clearing and Grubbing:** This item includes all labour, equipment, and materials to remove all surplus

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material, wood and debris from clearing and grubbing from the site, excluding the areas identified as tree preservation areas or any areas instructed by the Owner to remain.

- 5.2 Cut and Fill:** This is for cut and fill of compactable, free draining fill as directed and approved by the *Engineer* to meet the requirements of design elevations indicated on the drawings including ditches. The in-place bank volume shall be derived by computation from the updated CAD survey of the backfilled surface with the requirements of the fill area per the sections to the widths indicated. *Contractor* is to allow for segregation of materials to optimize use of material within service and roadwork zones to meet BCMOTI/VOLB requirements.

- Item 6 Water:** Includes installation of water service connection on Kelvin Grove way which will include a wet tap as per Creus drawing details and VOLB standards. Existing hydrant to be removed and returned to VOLB. A Blind flange to be installed as per Creus drawings and observed under pressure for no leakage by *Engineer* prior to backfilling. *Contractor* to arrange for BC one call and verify all adjoining services prior to commencing installation. Waterworks to be constructed consistent with the requirements of item 16 Waterworks Supplementary Specifications. *Contractor* to obtain approval on use of water system prior to operating system. Cost to include all testing as required by the MMCD, *Engineer* and municipality.
- Item 7 Storm:** Includes all ditches, armouring, inlet and outlet structures, mains, services, manholes and CBs. *Contractor* to obtain approval on use of drainage system prior to operating, connecting to or draining to system. Storm and drainage works to be constructed consistent with the requirements of item 17 Supplementary Specifications. All headwalls to MOTI standards and not present a hazard to snow clearing. Cost to include all testing as required by MMCD, MOTI, the *Engineer* and municipality
- Item 8 Sanitary:** Includes all labour, equipment and materials to install mains, manholes, clean outs, tie-in to existing and all service connections up to property line, etc. *Contractor* to arrange for BC one call and verify all adjoining services prior to commencing installation. Core and saddle to be used to connect to live main. Sanitary Sewer to be constructed consistent with the requirements of item in item 18 Supplementary Specifications. *Contractor* to flush and air test, sanitary prior to connection to the main. Cost to include all testing as required by MMCD, the *Engineer* and municipality.

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- Item 9 Hydro and Telus: These items to include all labour, equipment and materials to supply and install Hydro/Telus servicing.**
- 9.1** Trenching, bedding and backfill with gravel per BC Hydro Specifications: This includes all labour, equipment and material for the installation of a Common Trench to accommodate Ducting including excavation, bedding and backfill with import gravel and warning tape.
  - 9.2 Supply and Place 50mm DBII in trench above** including layout, mandrilling, stringlines, caps and marking tape to satisfaction of Utility
  - 9.3 Supply and Place 75 mm DBII Duct in trench above:** This includes the supply and installation of a 75mm Trench to accommodate Hydro, Telus/Shaw layout, mandrilling, stringlines, caps and marking tape to satisfaction of Utility
  - 9.4 Supply and Place 100 mm DBII Duct in trench above:** This includes the supply and installation of a 3" duct in the trench to accommodate Hydro, Telus/Shaw layout, mandrilling, stringlines, caps and marking tape to satisfaction of Utility. This item may be deleted at no cost.
  - 9.5 Concrete Encasement:** Supply and place concrete per BC Hydro standards to encase ducts where shown on drawings if directed by Engineer. Note this item may be deleted at no cost..
- Item 10 Shouldering and asphalt patching: This item is** to include all labour, equipment and materials to construct the gravel shoulder and perform required asphalt patching. The *Contractor* to manage disturbance to existing asphalt under acknowledgement that they shall only be paid for the asphalt required to patch as per the design drawings and any additional damage to asphalt shall be replaced at the *Contractor's* expense. The works are to be constructed consistent with the requirements of item 15 Roadworks Supplemental Specifications and BCMOTI 2016 Standard Specifications for Highway Construction and shall include all layout, traffic control, supply of approved granular materials, placement and compaction. Mix design for asphalt to be submitted to *Engineer* minimum 5 working days prior to scheduled placement for approval. Density testing required. See Creus drawing R-1 for details for all asphalt patching requirements.
- Item 11 Layout and As Constructed Information:** Per the requirements of the Supplementary General Conditions. As built will be a requirement of substantial completion. As built are to be per **item 21** of the Supplementary Specifications including inverts and alignments of new/existing services and manholes.

4.10 **Schedule of Quantities** If additions or deletions are made to the *Work*, as directed by the *Contract Administrator* through the issuance of written Change Orders, the contract price may be adjusted upward or downward as the case may be, depending on the nature of the change in *Work*.

Unit prices tendered for additions and deletions **may** be used at the discretion of the *Contract Administrator* in valuation of Change Orders. These will be applied only where a change is duly authorized by the *Contract Administrator* and the unit rates are the approved method of payment.

Prices tendered for additions and deletions are excluded from the Total Lump Sum Tender Price but may be taken into consideration in the evaluation of tenders.

**AD 1 Drilling and Blasting of Boulders outside of subgrade or trench work shown**

This relates to *Work* outside of existing scope of *Work* for blasting of boulders of minimum volumes of 1.5 m<sup>3</sup> and disposal of same.

**AD 2 Supply and place 525 mm HDPE Boss 2000**

This item is to pay for 525 mm HDPE Boss 2000 complete with trenching, bedding and backfill where not already shown on the design drawings. This price shall include the supply of all labour, materials and equipment to trench and install pipe and all other incidental work thereto.

**AD 3 Remobilization including Traffic Control and ESC to complete Hydro and Telus works.**

This item is a lump sum item to pay for additional costs for remobilization to site to perform the Hydro and Telus works at the unit rates above if approved drawings are not received prior to Substantial Completion of the Contract. This item is solely for the items mentioned in AD 3 and does not include any of the Hydro and Telus installation works.

**AD 4 Supply and place Asphalt M2**

This includes supply, place and compact 40 mm of compacted asphalt per specifications for works outside of scope indicated on drawings if directed to do at discretion of *Engineer* if other works arise at the same time as other paving is proceeding on site. This does not include damaged asphalt caused by Contractor which will be their responsibility.

**AD 5 200 series Excavator**

This item is to pay for machine and operator for a fuelled and maintained machine at discretion of *Engineer* if other works arise.

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**AD 6 135 series Excavator**

This item is to pay for machine and operator for a fuelled and maintained machine at discretion of *Engineer* if other works arise.

**AD 7 350 series wheel loader**

This item is to pay for machine and operator for a fuelled and maintained machine at discretion of *Engineer* if other works arise.

**AD 8 Pipelayer**

All in cost for pipe layer including general pipe laying tools and access to site. All hourly rates not to exceed Provincial Blue book rates

**AD 9 Foreman**

All in cost for pipe layer including general pipe laying tools and access to site. All hourly rates not to exceed Provincial Blue book rates

**AD 10 Labourer**

All in cost for pipe layer including general pipe laying tools and access to site. All hourly rates not to exceed Provincial Blue book rates

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( FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contract:

( TITLE OF CONTRACT )

Reference No.

( OWNER'S CONTRACT REFERENCE NO. )

BETWEEN:

The Village of Lions Bay

\_\_\_\_\_  
( NAME OF OWNER )

(the "Owner")

AND:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
( NAME AND OFFICE ADDRESS OF CONTRACTOR )

(the "Contractor")

The Owner and the Contractor agree as follows:

Article 1 The Work  
Start /  
Completion  
Dates

1.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.

1.2 The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work on or before **25 working days of notice to proceed** subject to  
(INSERT DATE OF SUBSTANTIAL PERFORMANCE )

the provisions of the Contract Documents for adjustments to the Contract Time.

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- 1.3 Time shall be of the essence of the *Contract*.
- Article 2 Contract Documents**
- 2.1 The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the Contract Documents.
- Article 3 Contract Price**
- 3.1 The price for the *Work* ("Contract Price") shall be the sum in Canadian dollars of the following
- 1.1.1 the product of the actual quantities of the items of *Work* listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the *Work* and the unit prices listed in the Schedule of Quantities and Prices; plus
- 1.1.2 all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the *Work*; plus
- 1.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
- The Contract Price shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.
- Article 4 Payment**
- 4.1 Subject to applicable legislation and the provisions of the Contract Documents, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the Contract Documents then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.
- Article 5 Rights and Remedies**
- 5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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5.2 Except as specifically set out in the Contract Documents, no action or failure to act by the *Owner*, Contract Administrator or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

**Article 6 Notices**

6.1 Communications among the *Owner*, the Contract Administrator and the *Contractor*, including all written notices required by the Contract Documents, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

Village of Lions Bay  
\_\_\_\_\_  
PO Box 141 – 400 Centre Road  
\_\_\_\_\_  
Lions Bay, BC V0N 2E0  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Attention: \_\_\_\_\_

The *Contractor*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Attention: \_\_\_\_\_

The Contract Administrator:

Creus Engineering Ltd  
\_\_\_\_\_  
610 – East Tower, 221 Esplanade W  
\_\_\_\_\_  
North Vancouver, BC, V7M 3J3  
\_\_\_\_\_  
Fax: 604-987-9071  
\_\_\_\_\_  
Attention: Steve Williamson  
\_\_\_\_\_

6.2 A communication or notice that is addressed as above shall be considered to have been received

- 1.1.4 immediately upon delivery, if delivered by hand; or
- 1.1.5 immediately upon transmission if sent by fax and received in hard copy; or
- 1.1.6 after 5 Days from date of posting if sent by registered mail.

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6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the Contract Administrator changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

**Article 7 General**

7.1 This *Contract* shall be construed according to the laws of British Columbia.

7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

7.3 The headings included in the Contract Documents are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the Contract Documents.

7.4 A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.

7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

*Contractor:*

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

*Owner:*

Village of Lions Bay

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

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(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS,  
SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

**Schedule 1 Schedule  
of Contract  
Documents**

The following is an exact and complete list of the Contract Documents, as referred to in Article 2.1 of the Agreement.

**NOTE:** The documents noted with "\*" are contained in the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings", edition dated 2009. All sections of this publication are included in the Contract Documents.

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions (Creus: Supplementary General Conditions);
- 8.3 General Conditions\*;
- 8.4 Supplementary Specifications (Creus: Supplementary Specifications and Basis of Payment);
- 8.5 Specifications\*;
- 8.6 Supplementary Standard Detail Drawings (if any, insert title and edition date);
- 8.7 Standard Detail Drawings\*;
- 8.8 Executed Form of Tender, including all Appendices;
- 8.9 Contract Documents listed in Schedule 2 to the Agreement –"List of Contract Documents";
- 8.10 Instructions To Tenderers - Part I;
- 8.11 Instructions To Tenderers - Part II;
- 8.12 Telus, BC Hydro and Shaw Specifications;
- 8.13 BCMOTI 2016 Standard Specifications for Highway Construction

The following Addenda:

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( ADDENDA, IF ANY )

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**CONTRACT**

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**REM LOT 50 SERVICING**  
**INVITATION TO TENDERERS**

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**UNIT  
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**FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.**

Owner: Village of Lions Bay  
( NAME OF OWNER )

Contract: Kelvin Grove Rem Lot 50 Servicing  
( TITLE OF CONTRACT )

Reference No. 18190  
( OWNER'S CONTRACT REFERENCE NO. )

**To Owner:**

**WE, THE  
UNDERSIGNED:**

1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ADDENDA, IF ANY )

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

**ACCORDINGLY WE  
HEREBY OFFER**

2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and

2.2 to achieve Substantial Performance of the *Work* on or before \_\_\_\_  
25 working days of notice to proceed.  
( WORK DURATION OR DATE )

2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes GST.

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- WE CONFIRM:** 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.
- WE CONFIRM:** 4.1 that the following appendices are attached to and form a part of this tender:
- 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and
- 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.
- WE AGREE:** 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice (“*Notice of Award*”) by which the *Owner* accepts our tender we will:
- 5.1.1 within 15 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
- .1 a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the *Work* including the *Contractor’s* obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
- .2 a Baseline Construction Schedule, as provided by GC 4.6.1;
- .3 a “clearance letter” indicating that the tenderer is in Worksafe BC compliance; and
- .4 a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;
- 5.1.2 within 2 *Days* of receipt of written “*Notice to Proceed*”, or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
- 5.1.3 sign the *Contract Documents* as required by GC 2.1.2.

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**WE AGREE:**

- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
  - 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or
  - 6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,  
then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:
    - 6.1.3 the face value of the *Bid Security*; and
    - 6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

**OUR ADDRESS IS AS FOLLOWS:**

---



---



---

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

This Tender is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

*Contractor:*

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

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**SCHEDULE OF QUANTITIES AND PRICES**

See paragraph 5.3.1 of the Instructions to Tenderers – Part II

See paragraph 5.3.1 of the Instructions to Tenderers – Part II

All prices and Quotations including the Contract Price shall include all Taxes, but shall not include GST. GST shall be shown separately.

ITEM	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	AMOUNT
1.0	<b>Mobilization/demobilization</b>	I.s.	1		
2.0	<b>Bonding including 50% Labour and Material and Performance Bond</b> (this item may be deleted by the Owner at the Owner's discretion at no cost)	I.s.	1		
3.0	<b>Erosion / Sediment Control</b>	I.s.	1		
4.0	<b>Traffic Control</b>	I.s.	1		
5.0	<b>Earthworks</b>				
5.1	Clearing and Grubbing	I.s.	1		
5.2	Cut/Fill including offsite disposal	M3	650		
6.0	<b>Water</b>	I.s.			
7.0	<b>Storm</b>	I.s.			
8.0	<b>Sanitary</b>	I.s.			
9.0	<b>Hydro, Telus, Shaw</b>				
9.1	Trenching, bedding and backfill with gravel per BC Hydro Specifications	lm	40		
9.2	Supply and Place 50 mm duct in trench above	lm	40		
9.3	Supply and Place 75 mm DBII Duct in trench above	lm	40		
9.4	Supply and Place 100 mm DBII Duct in trench above	lm	40		
9.5	Concrete Encasement m <sup>3</sup>	M3	3		
10.0	<b>Shouldering and asphalt patching</b>	M2	10		
11.0	<b>Layout &amp; As-constructed Information</b>	I.s.	1		
<b>A. Subtotal Tender</b>					

TENDER PRICE

\$ \_\_\_\_\_

GST

\$ \_\_\_\_\_

TENDER PRICE Including GST

\$ \_\_\_\_\_

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### **SCHEDULE OF UNIT RATE**

(See paragraph 5.3.1 of the Instructions to Tender - Part II)

If additions or deletions are made to the *Work*, as directed by the Consultant through the issuance of written Change Orders, the *contract price* **may** be adjusted upward or downward as the case may be, depending on the nature of the change in *Work*.

Unit prices tendered for additions and deletions **may** be used at the discretion of the Consultant in valuation of Change Orders. These will be applied only where a change is duly authorized by the Engineer and the unit rates are the approved method of payment.

Prices tendered for additions and deletions are excluded from the Total Lump Sum Tender Price but may be taken into consideration in the evaluation of tenders.

(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*, but shall not include *GST*. *GST* shall be shown separately.)

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>
AD1	Drilling and Blasting of Rock outside of subgrade or trench work shown	m <sup>3</sup>	
AD2	Supply and place 525 mm HDPE Boss 2000	lm	
AD3	Remobilization including Traffic Control and ESC to complete Hydro, Telus and Shaw works.	ls	
AD4	Supply and place Asphalt	m <sup>2</sup>	
AD5	200 series Excavator	hr	
AD6	135 series Excavator	hr	
AD7	350 series wheel loader	hr	
AD8	Pipelayer	hr	
AD9	Foreman	hr	
AD10	Labourer	hr	

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**Appendix 2: PRELIMINARY CONSTRUCTION SCHEDULE**

See paragraph 5.3.2 of the Instructions to Tenderers – Part II.

Indicate Schedule with bar chart with major item descriptions and time.

MILESTONE

DATES: \_\_\_\_\_

ACTIVITY	CONSTRUCTION SCHEDULE									
	1	2	3	4	5					
Weeks										
Mobilization										
Traffic Management Plan Approval										
Sediment and Erosion Control and Temporary Drainage										
Earthworks										
Stormwater Rerouting										
Hydrant Decommissioning										
Water, Sanitary and Storm Servicing										
Hydro and Telus Works										
Asphalt Repairs										
Demobilization										

Tenderer's Initials \_\_\_\_\_

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**Appendix 3: EXPERIENCE OF SUPERINTENDENT**

See paragraph 5.3.3 of the Instructions to Tenderers – Part II.

**Name:** \_\_\_\_\_

**Experience:** \_\_\_\_\_

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

References: \_\_\_\_\_

\_\_\_\_\_

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

References: \_\_\_\_\_

\_\_\_\_\_

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

References: \_\_\_\_\_

\_\_\_\_\_

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

References: \_\_\_\_\_

\_\_\_\_\_

*Tenderer's Initials* \_\_\_\_\_





KELVIN GROVE REM LOT 50 SERVICING  
SUPPLEMENTARY SPECIFICATIONS

JOB NO. 18190  
JULY 2018

### **SUPPLEMENTARY GENERAL CONDITIONS**

This contract is based on the 2009 MMCD Contract document but is a lump sum and unit rate contract as laid out in Table of Values.

#### **SGC 24 Insurance**

**Add clause 24.1.7** "The contractor to issue a certificate listing the Owner, Municipality MOTI and Creus Engineering Ltd. as co-insured".

#### **SGC 3.3 Contract Administration (Survey Layout)**

**Delete the first sentence in Clause 3.3.5 in its entirety and substitute:**

The *Contractor* will provide all layout surveys required for the *Work*. The *Contractor* shall protect and preserve survey monuments and control points as long as they are required for the *Work*.

#### **SGC 4.2 Safety**

##### **Add Clause 4.2.2 Emergency Contact Numbers**

Before commencing any *Work* at the *Place of the Work*, the *Contractor* shall provide the *Contract Administrator* with a list of at least three persons who have authority to act on behalf of the *Contractor* in an emergency. At least one of the persons shall be available outside normal working hours of the *Owner* (Monday to Friday, 8:30 a.m. to 4:30 p.m.).

##### **Add Clause 4.2.3 Additional Safety Requirements**

The *Owner* will require written certification of the following safety related items:

- .1 The successful *Contractor* will be designated the "Prime *Contractor*" for this project under the regulations of the Workers Compensation Act and Occupational Health and Safety Regulations and must fulfil all of the obligations required of a Prime *Contractor*. While on the designated sites of the *Work*, all persons at the *Work* sites must adhere to the *Contractor's* safety requirements.
- 2 The *Contractor* shall designate, in writing, an authorized and qualified safety coordinator in charge of the *Contractor's* safety program, plus designate an alternate should this individual not be available.
- .3 The *Contractor* shall provide written assurances that the *Contractor* has complied with Part 3, Rights and Responsibilities, Occupational Health and Safety Programs of the WCB, BC Regulation 296/97, as amended by BC Regulation 185/99. The assurances shall include the following:
  - a. The *Contractor* shall provide an Occupational Health and Safety Program in accordance with Part 3, Section 3.3 of the Occupational Health and Safety Regulations.
  - b. The *Contractor* shall ensure that all *Subcontractors* also comply with Part 3 of the Occupational Health and Safety Regulation. The *Contractor* shall coordinate the daily on-site safety activities of all *Subcontractors*.

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SUPPLEMENTARY SPECIFICATIONS

JOB NO. 18190  
JULY 2018

- c. The *Contractor* shall provide copies to the *Contract Administrator* of Occupational Health and Safety Committee meeting minutes and any Accident Investigation Reports during the course of the *Contract*.
- .4 The *Contractor* shall provide first aid coverage for each and every site that a crew is working. An employee with Level 1 First Aid (the employee must have a valid card in possession) is required at each location where 2 or more employees are working, along with an approved Level 1 first aid kit. The *Contractor* shall ensure that all *Subcontractors* also meet these requirements.

**SGC 4.3 Protection of Work, Property and the Public**

“In the prosecution of the work, care shall be taken not to move without consent of the proper parties any structure, and in crossing or running parallel with said structures, they shall be secured in place until the work is completed. Any damage to structures of any kind caused by neglect to attend to such structures shall be paid for by the contractor. It is the contractor’s responsibility to determine the location of existing utilities.”

**SGC 18.5 Payment**

**Revise the first paragraph of Clause 18.5.1 to read as follows:**

On or before the 30<sup>th</sup> Day after the issuance of the *Payment Certificate*

### **Supplemental Specifications:**

The following are clarifications of technical specifications and should be read in conjunction with the Municipal Specifications, MOTI specifications, MMCD specs, regulatory authority specifications, drawings, details and other contract documents. If discrepancy is noted by the Contractor, they are to seek resolution from the Engineer.

- 1. Technical Specifications**-A portion of the Contract Documents is included by reference. Copies of these documents have been referenced in the tender package. It is the Contractor's responsibility to ensure that current relevant copies of all contract documents are forwarded to surveyors, testing agencies, subcontractors, superintendents, estimators, project managers, site staff and any other relevant parties. Contractor confirms they have reviewed same prior to submitting tender.
- 2. Administration of the Contract** -Sub-Contractors shall not communicate or rely on communication with the Engineers or Owner directly on any contractual or technical issue. They shall direct their issues to the Contractor directly whose responsibility it to deal with these issues on their behalf with the Engineer.

Review and approval of any contractual matter including Progress Payment, Change Order, Payment of Holdback, Final Payment, Insurance and Warranty, etc. shall directed to the Engineer. Contractor must only take direction from the Engineer in regards to changes to design or extra works.

Contractor to review progress of project on a monthly basis with Engineer. A progress certificate, in a form approved by the Engineer, to be submitted for review by the Contractor to the Engineer on the 25th of the month and Contractor to provide invoice to match approved progress certificate by the 30th along with Work Safe BC clearance and update of certificate of insurance if required. Payment to be by the 30<sup>th</sup> of the following month. A statutory declaration will be required for all holdback release requests and invoices after the first draw.

Contractor shall initiate communication with the Regulatory Authority or other regulatory agencies directly only for required permits on the job and copy the Engineer on any correspondence to or from the regulatory agencies. If input is need from Regulatory Authority, the Contractor shall request same through the Engineer.

Review and approval of any technical matter shall be dealt with by Engineer.

The Engineer will provide drawings to the Contractor at initiation of contract and possibly for major changes to the design. Site Instruction may be issued from time to time that alter the drawings and contract requirements as well as clarifications in meeting minutes and emails. It is the Contractors responsibility to ensure that all survey and works reflect the most up to date drawings, specifications, site instructions and direction and that copies of the most current contract documents are forwarded to surveyors, testing agencies, subcontractors, superintendents and site staff and any other relevant parties.

For the purposes of Worksafe BC, the Contractor is to be considered prime contractor as detailed in GC 21.2. The contractor is to set up an orientation program and ensure all employees, subcontractors, suppliers, consultants and regulatory authorities attending the site are adequately orientated to the site. Contractor to have approved procedures for all work and

be able to demonstrate the workers are adequately trained to fulfill Work Safe requirements for doing works.

- 3. Layout and Survey-** the Contractor shall layout on the ground whatever lines and grades are necessary to construct the work to the lines, elevations and grades shown on the drawings. A bench mark is noted on the drawings from which to base layout. Contractor to provide stakes on site with markings indicating station, offset and elevation. Engineer will provide digital baseplan upon request; however, it is Contractor's responsibility to coordinate baseplan with paper prints. It is the Contractor's responsibility to provide survey and coordinate with same. Contractor to include for all costs relating to survey for layout and as constructed works. The Engineer is not responsible for checking Contractor layout.

The Contractor shall take precautions to ensure the legal survey pins and posts are not disturbed during construction. The cost of replacement of willfully or carelessly disturbed legal survey pins or posts will be charged to the Contractor unless the Engineer had authorized their removal. The Contractor shall inform the Engineer of any legal survey markers disturbed and the Engineer shall arrange for their replacement.

- 4. Drainage-** Drainage facilities must be maintained by the Contractor for the duration of the contract. Any damage caused to the owners of adjacent properties resulting from failure of the drainage system will be restored to its original condition at the expense of and by the Contractor. Contractor shall not alter existing drainage patterns without the approval of the Engineer.
- 5. Inspections and Approvals-** the Contractor will construct ALL works to the satisfaction of the inspectors from the Regulatory Authority and the Engineer. If applicable additionally, the Telus works under the direction and to the satisfaction of the Telus inspector, hydro works to satisfaction of the BC Hydro inspector, Fortis BC works to satisfaction of the Fortis inspector, Shaw works to satisfaction of the Shaw inspector. The Contractor will forward to the Engineer certification of acceptance or approval from the above noted inspectors on completion of the work. Electrical works, if applicable to also be under permit with BC Electrical Safety Branch with a copy of permit and sign off to be forwarded to the Engineer. Contractor to give timely notice to relevant inspector to allow for inspection on works and update Engineer on same.
- 6. Adjacent Properties-** the Contractor shall consult and cooperate with the owners of the adjacent properties whose driveways, gardens, fences etc. require alteration during construction. Under no circumstances shall the Contractor permit his forces, materials, and/or equipment to encroach on private properties without the express consent of the owner of the property and the Engineer. Contractor to provide Engineer copies of all correspondence with adjacent property owners. The area encroached upon will be restored to its original condition to the satisfaction of the owners of the properties affected.
- 7. Approvals-** the Engineer has endeavored to obtain all approvals from the approving agencies involved in this project. No claims or penalties shall be made against the owner or Engineer for any delays occurring as a result of approvals not being received by the Engineer. The Contractor is responsible for obtaining all relevant permits except where noted otherwise.
- 8. Order of Works-** Prior to commencing the work, the Contractor, after consultations with the Engineer, shall provide a progress schedule for review, input and approval by the Engineer and which may be revised during the course of the work only if agreed to in writing by the Engineer. The Contractor shall state for the consideration of the Engineer, the order in which he proposed

to execute the work and then at any future time when required to do so, provide revisions to and resubmittal of the progress schedule which will upon acceptance by the Engineer form part of the contract documents. The owner's critical items are indicated on the tender schedule. Contractor is expected to manage works to maximize ability to complete the works in timely manner in coordination with the owner.

## 9. Testing-

The Contractor will perform at his own cost all testing required by the Regulatory Authority, Municipality, MOTI, MMCD and the Engineer. Testing shall be done by an independent specialty testing firm. Contractor to give Engineer notice on all testing. Copies of tests to be forwarded directly by the testing firm to Engineer and Geotechnical Engineer by email. The testing shall include, but not be limited to the following:

- i Sieve test of SGSB and CBC including documentation of source material testing per Municipal requirement and per MOTI requirements for all works west Keith per above.
- ii compaction testing on road subgrade, subbase and base (at 20 metre intervals at various lane placements);
- iii Proof Roll of Subgrade: notice to be given to Geotech and Engineer 48 hours in advance
- iv compaction testing of trench backfill (at 20 metre intervals) at various elevations in the fill
- v Testing of asphalt during placement in accordance with the Master Municipal Specifications including density testing, Marshall testing and 100 mm core (two per lane in each direction per paving sequence and/or one per lane per 500 m, whichever is greater).
- vi Concrete Testing for foundation and slabs
- vii Pressure testing of sanitary and water mains. Contractor to give Engineer, and if required, the municipal authority, 48 hour notice of tests.
- viii Chlorine and bacteriological testing of the water system per MMCD. Contractor to give Engineer, and if required, the municipal authority, 48 hour notice of tests.
- ix Video inspection of sanitary and storm gravity sewer mains and services with manholes at each end. The Contractor will arrange and pay for the above noted inspection of all storm and sanitary sewer mains installed. ABC Pipe Cleaning Services Ltd. and Mar-Tech Municipal Pipe Services Ltd. are approved by the Engineer for this work. Should the Contractor wish to use another testing laboratory the Engineer's requirements for the video inspection report is as follows:
  - ◆ Supply of 2 copies of DVD disc showing video inspection of all sanitary and storm sewers installed during the contract.
  - ◆ Supply of a bound report complete with photos of pertinent items of interest i.e. broken pipes, ponding, pulled joints, cracks, etc. The report is to include the stations of all wye locations and problem areas. The report is to comment on the cleanliness, alignment, grade and general condition of the pipe.
  - ◆ If the report is not up to the above noted requirements, the Engineer will arrange for ABC Pipe Cleaning Services or Mar-Tech Municipal Pipe Services Ltd. to retest all of the sewer mains. All costs incurred during the retest will be paid for by the Contractor.

## 10. Stripping

This item shall be all inclusive, including excavation of all nonstructural fill encountered within the work on the site and as required to perform the Works, including separating, hauling and stockpiling within site area or removal as indicated elsewhere in contract documents; and all other incidental work thereto.

## 11. Rough Grading

This item shall be all inclusive, including all survey, layout, access, excavation, separating, hauling, stockpiling, placing, compacting and sieve, proctor and compaction testing of suitable excavated and filling of all types of material encountered on the and disposal on site as directed unsuitable or surplus materials; and all other incidental work thereto to achieve subgrade level.

Contractor to have detailed layout at commencement of rough grading and place and compact rockfill to required grades and specifications. Contractor to select materials to be 300 mm minus in upper metre of fill and ensure that materials are not gap graded leading to large voids in the fill. Vibratory compaction to be done to achieve compaction and integration of works. Contractor to arrange for a proofroll of subgrade.

This shall include all necessary slope protection works and water management required. All building areas to be compacted to 100% standard proctor. All roads and trails to be compacted to 95% modified proctor unless specified otherwise. Contractor to provide consistent testing on a layer by layer basis to confirm density levels. Contractor to provide finished survey stakes with elevations of corners of subgrade to confirm achieving required subgrade levels

## **12. Rock Stack**

Rock stack walls are to be built according to the drawings, details and sections including Geotechnical Engineering Drawings with founding of the rock 0.5 metres below grade on competent subgrade. If the Contractor encounters conditions that do not allow for construction according to the cross sections, they are to notify the Engineer. The Contractor to provide survey information of the revised toe of any rock stack where the Engineer has confirmed the change is acceptable. Payment will not be made for work that is a change from the drawings, which is undertaken without the prior express direction of the Engineer.

Contractor to give 48 hours' notice of intent to start on Rock Stack works to Engineer and Geotechnical Consultant. A preconstruction meeting to be held with all 3 parties to review schedule, testing requirements, notifications for inspection and procedures. Compacting testing for rock stack to be consistent with section 9 above

## **13. Stockpile of merchantable stack rock and rip rap**

The Contractor will stockpile separately rock stack and rip rap rock in the area as directed by the Engineer.

## **14. Blasting-**

Blasting will be permitted only after securing the approval of the Engineer, the Regulatory Authority and only when proper precautions are taken for the protection of persons and property. The hours of blasting will be determined by the Regulatory Authority. Any damage caused by blasting shall be repaired by the Contractor at his own expense. Contractor may wish to do a preblast survey of adjoining building to confirm preexisting conditions to clarify preconditions otherwise Contractor to address all concerns brought forward. The Contractor's method shall conform to the Federal and Provincial Laws and Municipal Ordinances. The Contractor will be responsible for obtaining any permits required for blasting operations.

After stripping and removal of all soil that can be removed without drilling and blasting in excavation to subgrade, the Contractor shall notify the Engineer to review extent of Rock. The

Contractor to prepare a survey of the top of rock encountered and submit to the Engineer as a point file. The volume of rock required to meet subgrade will be calculated using AutoCAD.

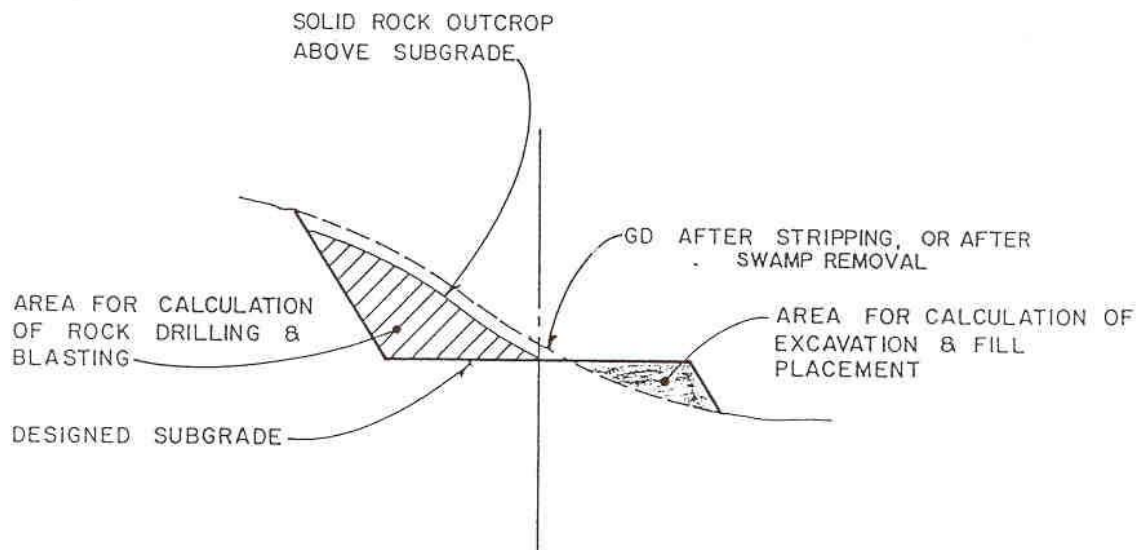
The Engineer recognizes that stripping, excavation prior to blasting, and drilling and blasting could be going on at the same time. The Contractor therefore must ensure that the surveys noted above are completed by the Engineer prior to proceeding to the next phase. **PAYMENT WILL NOT BE MADE FOR WORK THAT IS UNDERTAKEN WITHOUT THE REQUIRED SURVEYS.**

i Drilling & Blasting Subgrade

Work includes the drilling and blasting required to allow grading to designed subgrade of the road.

Measurement shall be by the end area method using the cross-sections noted in Supplementary General Condition No. 1. The area calculated at each section will be that lying between the solid rock outcrop above subgrade section and designed subgrade section for roads and driveways. (See Typical Sections below).

Payment will be made at the unit price bid per cubic metre as measured by the Engineer in the manner noted above. Overbreak should be kept to a minimum and no measurement of payment will be made for rock overbreak.



ii Drilling & Blasting Trench Rock

Work includes drilling and blasting of all rock found in the main and service trenches that occur below subgrade and extend one metre beyond all terminations. It also includes drilling and blasting for all appurtenances e.g. manholes, catchbasins, hydrants and streetlight bases.

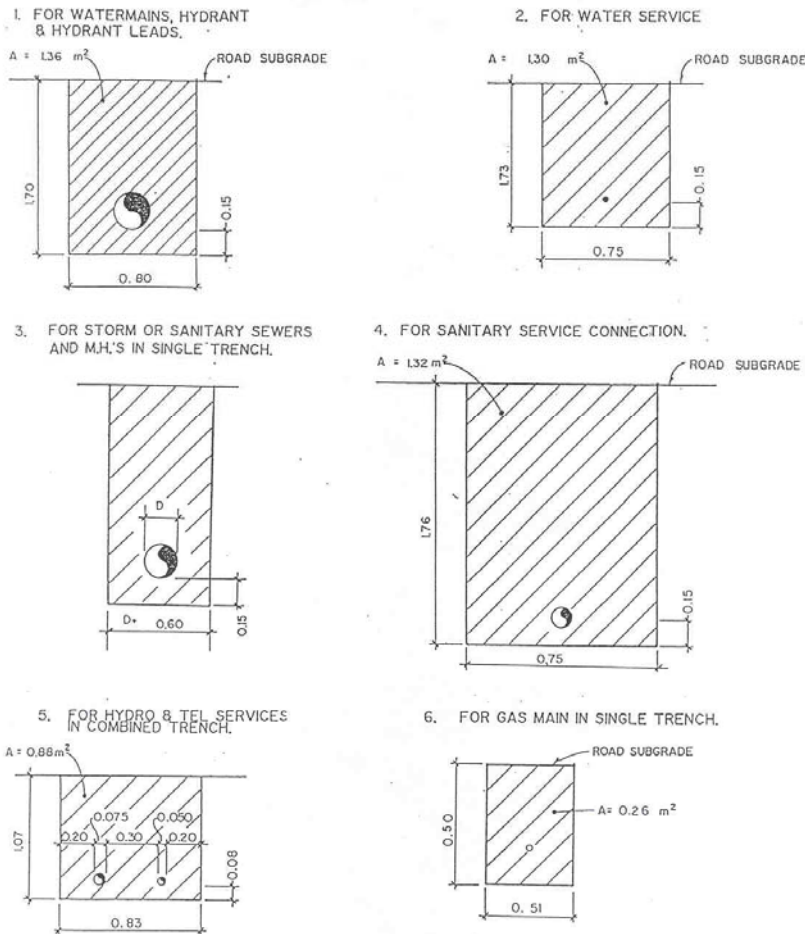
When rock is encountered during the servicing installation in service trenches outside the areas where rock outcrops above subgrade, the Contractor will notify the Engineer and they will review and determine the extent of rock required to clean lines to subgrade. Measurement will be made using the survey information using the end area method.

The volume of trench rock for all mains and services and appurtenances except storm and sanitary mains and manholes will be calculated as follows.

In areas where solid rock is present above the road subgrade, the depth below the subgrade and the width shown on the typical trench section will be multiplied by the horizontal distance shown on the design drawings;

In areas where rock is present below the road subgrade or below ground level outside the road R.O.W. the width shown on the typical trench section will be multiplied by the area enclosed by the surveyed profile of the top of trench rock and the designed bottom of trench profile.

## TRENCH DETAILS



### iii Boulders

If boulders are encountered during excavation to subgrade or trenching that are in excess of 1.5 m<sup>3</sup>, Contractor to notify Engineer. Boulders are to be split or removed as resolved by

Engineer and Contractor and removed to location designated elsewhere in these documents. Compensation is based on volume of boulder and shall include restitution of excavation and replacement fill.

## 15. Roadworks

Roadworks shall be constructed as per MMCD or MUNICIPALITY as further indicated in the contract documents. Payment for this item shall be all inclusive, including all labour, materials and equipment, layout, utility locates, traffic control etc. required to construct the subbase, base sidewalks, curbs and paving to the limits indicated. The breakdown is strictly for the evaluation of works and the Contractor is to ensure that the total value for this item covers all costs associated with these works.

- i Subbase, Base, Curb  
Roadworks shall be constructed as per Municipal specifications. Contractor is to give Engineer 48 hrs. notice prior to performing a proofroll on the subgrade surface. This item shall be all inclusive, including all labour, materials and equipment required to complete the subbase, base, curb and sidewalk subgrade for the lump sum price bid.
- ii Roadworks- Prime and First Lift Asphalt  
Roadworks asphalt shall be constructed as per Municipal specifications. This item shall be all inclusive, including all labour, primer, materials and equipment required to complete the first lift of asphalt paving and prime coat for the lump sum price bid. Scheduling of paving will be as approved by the engineer.
- iii Roadworks – Second Lift Asphalt Paving  
Roadworks asphalt shall be constructed as per Municipal specifications.
- iv Signage and Linepainting. Contractor to provide shop drawings for all signs and bases. Sign installation to be per drawings, details and Municipal requirements unless referenced otherwise. For line painting materials, refer to Linepainting notes. Contractor to ensure surfaces are clean of all deleterious material prior to applying lines. Layout for line painting to be per drawings, any deviations or issues to be reviewed with Engineer for approval prior to painting. Contractor to address all traffic control and protection of works. Contractor to clean up layout lines as required.
- v Barrier installation to be per design, details and Municipal requirements. All barriers to be new, clean and free from defects or damage after installation installed. Contractor to layout extents of barrier and review with engineer prior to proceeding with installation. Contractor to review with Engineer the number of barriers with scuppers after layout and prior to ordering units. Units to be from an approved supplier, Contractor to provide shop drawings for review and approval.  
These items shall be all inclusive, including all labour, materials and equipment required to complete the second lift of asphalt paving and prime coat for the lump sum price bid.  
Pavement markings shall be included in this pay item.

## 16. Waterworks

- i Waterworks are to be built per the more onerous of the drawings, general notes, details, municipal regulatory authority and MMCD requirements.
- ii Testing per item 9 **Testing-**
- iii Contractor to protect and maintain operations of existing watersystem during works
- iv Works outside of road ROW to also be consistent with BC Building Code requirements.
- v All works to be consistent with Ministry of Health requirements.
- vi Contractor to install, test, flush, chlorinate, achieve residual chlorine levels, achieve successful bacteriological tests for watermain per dates included in milestones.

## 17. Drainage

- i Storm and drainage works are to be built per the more onerous of the drawings, general notes, details, municipal regulatory authority and MMCD requirements.
- ii Testing per item 9 **Testing-**
- iii Contractor to protect and maintain operations of existing storm system during works
- iv Contractor to install, test, flush, per dates included in milestones.
- v The Contractor must maintain drainage facilities for the duration of the contract. The Contractor will restore any damage caused to the owners of adjacent properties resulting from failure of the drainage system to its original condition at the expense of the Contractor and to the satisfaction of the Engineer.
- vi Contractor to install all infiltration, exfiltration, bioswales and storm management devices included within the work area indicated.
- vii Contractor to schedule work in regards to outlets and work close to sensitive areas in conjunction with the Environmental Consultant.

## 18. Sanitary System

- i Sanitary system is to be built per the more onerous of the drawings, general notes, details, municipal regulatory authority and MMCD requirements.
- ii Testing per item 9 **Testing-**
- iii Contractor to protect and maintain operations of existing sanitary system during works
- iv Works outside of road ROW to also be consistent with BC Building Code requirements.
- v Contractor to install, test, flush, per dates included in milestones.

## 19. Hydro and Telus and Shallow Utilities

- iv Construction of standard BC Hydro, Shaw and Telus underground systems are considered inclusive within the phase per the Hydro, Telus and Shaw Drawings. Work is to be to the approval of BC Hydro, Telus, Shaw and Fortis BC. The Contractor shall load and transport to the job site all materials supplied by BC Hydro, Telus, Shaw or Fortis BC.
- v Contractor to immediately contact appropriate utilities to obtain PIC numbers and coordinate works in a timely manner. Contractor to coordinate and update utilities so that work by utilities can be coordinated with works.
- vi Hydro will be supplying concrete vaults, lids and risers, Telus to provide concrete vaults, lids and risers as well as 1 duct along the Broadwell Road Section. Shaw will provide all duct, vaults and service boxes
- vii A warning tape must be brightly colored yellow and marked with, "CAUTION BURIED ELECTRIC LINE BELOW" shall be installed as per Utility requirements.
- i If indicated, preducting of gas mains at road crossings is to be performed by the Contractor. Carrier pipe to be P.V.C. with minimum 0.6 metre cover. Ends of ducts are to extend one metre minimum beyond gutter line and marked with 2' x 4's designating end of gas crossing.

## 20. Layout and As Constructed Information

1. The provision of accurate and complete as-constructed information by the Contractor is of prime importance. This shall include all operation and maintenance manuals. Supply four sets of operating and maintenance manuals and one PDF version saved on FOB. 50% of the value for this item will be maintained until delivery and acceptance of 3 prints and one PDF copy of the As Builts and O&M manual.  
Operating and maintenance manuals shall be supplied by the applicant in an indexed PDF format. Contents to include:

- Title sheet, labeled "Operation and Maintenance Manual", and include the project name and date;
- List of contents;
- Reviewed shop drawings of all equipment;
- Equipment list showing all model and serial numbers;
- All equipment manufacturers' manuals;
- As-built drawings of all mechanical, electrical, control and alarm installations;
- Full description of system operation including: design points, design pump and system curves, ultimate capacity, area served and any relevant design criteria relevant to the operation of the system;
- Full description of the entire mechanical, electrical and alarm system operation;
- Names, addresses and telephone numbers of all major sub-contractors, suppliers, and consultants;
- Testing and conditioning reports showing pressures, flows, and current draw for all possible operating conditions; and
- Electronic and printed copies of control logic programming.

i The Contractor's approved surveyor will record as-constructed information on a clean copy of the relevant design drawings as follows and as an additional DWG plan:

- ◆ Road centerline & gutter grades & locations at 20 m intervals
- ◆ Extents of rock stack
- ◆ Tie in points to existing services
- ◆ Inverts and extents of stormwater features
- ◆ Location, invert and diameters of all pipes running in and out of the manholes.
- ◆ Location, invert and diameter of service connections at mains
- ◆ Location, invert and diameter of all service connection locations at property line and termination points
- ◆ Locations & inverts of inlet/outlet structures
- ◆ Catchbasins - the distance from the downstream manhole to the catchbasin lead wye. (e.g. wye 0+103.5)
- ◆ The horizontal location and inverts of the watermain at changes in grade.
- ◆ The location of hydrants, blow-offs & air valves
- ◆ Location and invert of all ducts
- ◆ Location including lid rim elevation and invert of all junction boxes, service boxes, PMTs, LPTs, MH and other utility appurtenances.

ii The successful tenderer will be issued two sets of relevant design drawings together with an example of how the as-constructed information is to be recorded on the design drawings following contract award. The Contractor's approved surveyor will prepare the drawings immediately following substantial completion and certify each drawing as to its completeness and accuracy.

iii As built to be provided as .dwg and paper mark up

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## 21. Shop Drawings

Manufacturers' shop drawings shall be submitted by the contractor and reviewed by the Contractor and Consultant before construction is commenced on the significant mechanical, control and electrical equipment. After the Contractor has reviewed and placed his approval on the drawings, four copies shall be submitted to the Consultant for review. Review of shop drawings shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents.

Shop drawings for significant sized equipment such as distribution centres, motor control centres, generators, etc. shall include mounting and fastening details necessary to comply with British Columbia Building Code Seismic Requirements. Details shall show locations and forces of required supports. Equipment fastening details or support materials are not required to be detailed.

Shop drawings shall include all information necessary for the Consultant to clearly identify and understand the system being provided. This shall include:

- a. - Data information sheets of all equipment and devices.
- b. - Block or schematic diagram of system interconnections.
- c. - Detailed wiring diagram of the complete system as it relates to this particular project.
- d. - Operational instructions of system set-up, modifications and operations.
- e. - Maintenance and repair data sheets.
- f. -

All materials and workmanship shall be in accordance with the best standard practice and shall in all cases be in accordance with the local by-laws or Provincial Regulations. If no special regulations exist, then materials and workmanship shall be in accordance with the BC Electrical Code Regulations.

All goods and materials shall be new and conform to the specifications of the Canadian Standards Association.

All repetitive items such as switches, plates, receptacles, breakers and electrical system devices etc., shall be of the same type and manufacture throughout the building. Trademarks and other manufacturer's emblems shall not be displayed on visible exterior surfaces of equipment.

All shop drawings shall include details of seismic restraint and bracing. It is the equipment manufacturer's responsibility to design strength and anchorage of internal components that exceed the force level required to restrain and anchor the unit to the supporting structure. Manufacturer's equipment shop drawings shall certify that equipment construction complies with requirements of BC Building Code section 4.1.9. (Similar to National Building Code 4.1.9.) Submitted shop drawings shall indicate support point locations, loads and hanger types. On conduit and cable tray runs requiring seismic restraint longitudinal and transverse bracing connection point locations, loads and connection types shall be indicated on submitted drawings.

The amount of this item is to not exceed 5% of the total value of works.

## 22 Mechanical

This is for all equipment, piping, process equipment and materials other than those equipment and material indicated in electrical equipment below including required seismic restraints required by code. A maximum of 5% of the supplier value of this equipment will be allowed at time of confirmed committed order. A further 10% when it has arrived at contractors shop. A further 15% will released when equipment is to site. Documentation may be requested at that time to confirm supplier values. This breakdown is purely for benefit of contract manager.

The installation shall comply with all the by-laws applying to plumbing and mechanical installations in effect locally and with the regulations of the plumbing code, building code, BC Department of Labour, Workers Compensation Act, Factories Act, where such regulations do not conflict with those by-laws. The Contractor shall obtain all permits and pay all fees required. After completion of the work, the Contractor shall furnish to the Consultant for the Owner, a Certificate of Final Inspection and approval from the local inspection department. Installation is to be consistent with all requirements of NFPA.

Waterworks to be constructed consistent with the requirements of item 16 above:  
Waterworks above

Contractor to obtain approval on use of water system prior to operating system.

Storm and drainage works to be constructed consistent with the requirements of item 17 above

Contractor to obtain approval on use of drainage system prior to operating, connecting to or draining to system.

Engraved lamicoid nameplates to be placed on each pump, gauge and valve and arrows affixed to piping to indicate direction and destination of flow.

Storm and drainage works to be constructed consistent with the requirements of item 18 above

Contractor to protect existing system as it ties into Sewage Treatment System.

1. **Water:** tie in to watermain inlet and outlet as installed by Civil.
2. **Sanitary:** tie in to sewer main through slab as installed by Civil. Building contractor to install p trap, drain cover and piping for trap primer. Contractor to tie in trap primer per plumbing code.
3. **Hydro and Tel:** Tie into ducts provided adjacent to building for communication. Primary power from specified generator.

## 23 Electrical

This is for all equipment, piping, process equipment and materials other than those equipment and material indicated in electrical equipment below including required seismic restraints required by code. This breakdown is purely for benefit of contract manager. A maximum of 5% of the supplier value of this equipment will be allowed at time of confirmed committed order. A further 10% when it has arrived at contractor's shop. A further 15% will be released when equipment is to site. Documentation may be requested at that time to confirm supplier values.

The installation shall comply with all the by-laws applying to electrical installations in effect locally and with the regulations of the Canadian Electrical Code and BC Department of Labour, Workers Compensation Act, Factories Act, where such regulations do not conflict with those by-laws. The Contractor shall obtain all permits and pay all fees required. After completion of the work, the Contractor shall furnish to the Consultant for the Owner, a Certificate of Final Inspection and approval from the local inspection department.

Installation of primary and distribution panels and wiring including but not limited to Grounding, - Electrical Equipment Wiring, Motor Wiring, Lighting, Lighting Controls, Fire Alarm, Emergency Generator and Distribution, Exit Lights, HVAC Motor Power Supply, Telus System, Supply and installation of conduit, and boxes for communication systems wiring and all similar systems shown on drawings or specifications.

Installation of all electrical panel, wiring, lighting, receptacles, emergency signage as required by drawing and code. Supply all necessary forms, diagrams and drawings,

requested by BC Hydro and Telus. Underground ducts installed for utility services shall be inspected and approved by utility inspectors prior to backfilling. Submit to the Electrical Inspection Department all requested forms, diagrams, drawings and test reports. Engraved lamicoid nameplates with the name of each section and breaker load shall be mounted on the trim adjacent to the corresponding breaker. Shop drawings shall be submitted for review. All sections shall have dripshield. The distribution centre shall consist of a surface mounted enclosure with circuit breakers and neutral section arranged in a wall mounted enclosure of code gauge sheet steel, with dripshield and removable trim, without door. Access door to wiring compartments shall be hinged. The breakers shall be removable, interchangeable, dead front and be equivalent to Cutler Hammer frame and rating indicated on the drawing. Wiring space between breakers and distribution tub shall be minimum 200mm. All breakers shall have visible trip indication. All breakers shall have provisions for lockout. In order to obtain ground fault protection and to avoid nuisance operation of ground fault protective equipment, the neutral must be kept free of all grounds on the downstream side of ground fault equipment. Where current limiting fuses or solid state trip plugs have been specified a complete set of spare fuses or solid state plugs shall be supplied for each rating. Dimensions of distribution equipment shall be verified to ensure installation of equipment

meets all Code Requirements relative to working clearances. Approved Manufacturers:

1. - Cutler Hammer Type 1 Pow-R-Line C
2. - Federal Pioneer #CDP
3. - Square D #QMB
4. Controls to meet attached schedule

## **24 Installation and Commissioning**

Per the requirements of the Supplementary General Conditions, As built and O & M manuals will be a requirement of substantial completion. The Contractor is to commission and test equipment including all necessary bacteriological and pressure testing as well as operational testing to confirm all alarm conditions, stops, starts etc. and will program in alarm panel numbers and alarm codes.

This section provides a detailed description of the step-by-step procedure the operator must follow to properly operate each portion of each system involved. This section, in particular, must be written in clearly detailed terms. It can be assumed that operators have a basic knowledge and training, but not necessarily on this particular system or layout. This section is intended as a guide for operators faced with conditions that are new or seldom encountered. Data sheets of all system tests or verifications shall be provided. This shall include factory, as well as, site testing and commissioning. All adjustable devices shall have a data sheet recording equipment, adjustment range and final settings. All inspector and manufacturer's certificates shall be included. Where equipment or systems are provided that have long-term warranties from the manufacturer, they shall be included in this section. Original copy should be retained in #1 copy with photo copies inserted in other copies of the manual.

During "final performance" inspection of the work, the Contractor, together with the Consultant, Subcontractor, and other Contractors designated by the Consultant, shall instruct the Owner's operating personnel in the proper operation and maintenance of all systems and equipment installed under the Contract. It shall be this Contractor's responsibility to have the specified equipment and operator's manuals prepared, previously approved by the Consultant, and ready for presentation to the Owner at this

meeting. The Contractor shall be responsible for convening the meeting at the time called for as the final performance inspection. The arrangements shall include written notices to the parties concerned. Should the Contractor not have the equipment manuals, operator's manuals, system installation complete and operable at the proper time, he shall then convene the operating instruction meeting at a later date.

## FULL DEPTH PATCHES

Full depth patches remove damaged pavement and base materials, and then reconstruct the base and pavement removed. They should be used to permanently repair pavement failures where the cause is determined to be in the base below the asphalt i.e. distortions: shoving, rutting, and potholes. Perform a full depth patch after the causes of base and pavement damage have been determined and fixed.

### Procedure:

1. Begin by marking the outline of the damaged area with a lumber crayon or spray paint. Then mark a cutline on pavement 30 cm (one foot) out from damage area ensuring a smooth transition between the existing asphalt surface and the new patch material
2. Using a pavement saw cut the pavement out on the cutline. Edges should be smooth and vertical; ragged edges will result in pavement failures around the new patch.
3. Remove the cut pavement and all underlying base material as deep as necessary to reach firm support. If water in the structure is the cause of the failure, adequate drainage should be installed or existing drainage repaired so that the failure does not reoccur.
4. Level and compact the base material. If the depth of excavation warrants, additional good granular material may be added and compacted in 15 cm or 6 inch layers to raise the base level. Compaction of the underlying base material (with the use of water to aid compaction) is necessary to ensure that it provides proper support for the pavement layers.
5. A tack coat of emulsified asphalt is then applied to the vertical faces of the cut. The purpose of the tack coat is to provide an adhesive and waterproof asphalt bond between the patch and the surrounding pavement.
6. Patch the area with hot mix asphalt. The asphalt patch should be placed in several layers of not more than 75mm because single deep layers cannot be compacted properly.
7. Careful raking and trimming of the asphalt surface, especially in the top layer of the patch, should be done to provide a smooth and even surface finish. The uncompacted mix is left high enough to leave a compacted patch that is flush with the surrounding surface. Quick and thorough compaction of the joint area helps make a strong, watertight bond between old and new pavement. If the mix is allowed to cool prior to placing, proper compaction cannot be achieved. . Start compacting from the outside edges working towards the centre.

**Naizam Jaffer**

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**From:** Steve Williamson  
**Sent:** August 21, 2018 1:39 PM  
**To:** Naizam Jaffer  
**Cc:** Kevin Healy  
**Subject:** Tender Comparison  
**Attachments:** Tender Comparison.pdf

Hi Nai – As you know a tender was initiated for the servicing work at Kelvin Grove. This was posted on BC Bid with an eventual tender period of 3 weeks. Creus notified 5 potential bidders and VOLB/Creus also notified Koba. The non mandatory pretender meeting was attended by Fontaine. VOLB received 3 bids for the Kelvin Grove lot servicing tender which have been forwarded to Creus for review. 2 bids were complete with no errors while one bid (Fontaine Excavating) did not provide a bid bond as per the Tender documents. 2 bidders have confirmed they allowed for 3 addenda but the documents provided to Creus by VOLB for Fontaine’s Tender did not have acknowledgement that they allowed for the 3 Addenda. All 3 contractors have indicated 5 weeks for the works which includes preconstruction staging and as built. All 3 bidders were not prequalified to confirm they have required skills and resources to do the works as the Tender was placed on BC Bid and Creus has no prior knowledge of Fontaine Contracting. Creus has worked with Ponte Bros and Capilano in the past and both have proved they have the requisite skills and experience to perform the works. All 3 bidders expressed to Creus through the course of discussions that they were all quite busy but would look at submitting a Tender. The current construction market is quite busy and we feel the pricing reflects this as pricing is not aggressive in an attempt to secure the work.

We have reviewed individual items to see if any bids are unbalanced by highlighting items 70% lower than average or 50% or more than average. Creus provided VOLB a cost estimate in June of 2018 which was significantly lower than the received Tender pricing. The Creus estimate was provided in the very early stages of design to use as a guideline and as the design progressed elements became more costly due to the constraints of the site and additional materials. Cut/Fill pricing in the estimate assumed suitable fill could be found and provided within the VOLB boundaries but all bidders demonstrated significant fluctuations in their pricing and it would appear are hauling from outside the Village is the only option in their pricing. In general Capilano’s bid appears to be reasonable based on the site conditions and drawings requirements but due to the current market conditions pricing is at a premium. The storm works do seem somewhat higher than expected even with the upsizing of manholes and headwalls and the need for at least one drop structure manhole. Creus have further reviewed the storm items and might be able to eliminate a drop mh structure resulting in some savings. As Capilano is significantly lower we will concentrate our commentary on their work. We cannot make sense of Fontaine’s bid nor the pricing put forth. Fontaine was the only bidder to attend the pretender site meeting and therefore their extremely high pricing in many categories is perplexing and doesn’t warrant further review. Ponte Bros bid is also significantly higher than Capilano, which we understand is based on the timing of completion and current busy market. As such we will not provide further comment.

Capilano is lower in almost every category and significantly in most although this pricing does not meet what VOLB has indicated they wish to provide budget for. Rebidding this project is not likely to net results that would be appreciably different enough to make a positive impact on the budget. This work is ideally performed before the rainy season but could be rebid over winter and the works performed next summer. Preliminary discussions were had between VOLB and Creus regarding VOLB performing the works themselves but this may not be a viable option due to the existing work load of VOLB staff and that the Village is not set up for civil construction works of this magnitude. Capilano could be approached as the low bidder to see if they were willing to explore performing the work on a Time and Material basis but that has increased risk and cost savings would likely not be significant enough to pull the project within the desired budget. Time and Material costing in conjunction with savings in other areas such as sourcing locally for fill may provide a project cost that is closer to the desired budget. Locating fill within the Village would be a critical component of downward costs and

the VOLB should explore this option. A work share approach between the VOLB and Capilano could realize cost savings if the VOLB could perform some of the work such as clearing or removal of existing culverts etc.

The tender process is characterized as a two part contract, one the invitation to bid per the conditions outlined, and the second the actual construction contract if awarded. The tender outlined that we would review the bids and award based on availability of approvals, project meeting budget requirements, experience of contractor and pricing. The VOLB has indicated they will be releasing the Tender pricing as a matter of public record. We still require final MOTI approval to proceed and approval of the Traffic Plan when approved by Creus for the contractor to submit to MOTI and as of now pricing does not meet the budget that is desired. As such a contract does not have to be awarded. This also opens up an option to negotiate some items with the low bidder. The low bidder is not required to participate in any change to the tender. The bidder does have to hold their price for 60 days.

If the owner decides to cancel the works for this year, it can be done without penalty. To retender will be a cost of approximately \$1,500. The expectation is the costs may decrease marginally as contractors pull out of the heavy summer construction season but we do not think changing bidders will lower the price significantly. Based on the requirements to create a suitable lot that can be legally sold Creus does not see many options to reduce the scope to dramatically cut costs. Cost savings will most likely need to be achieved as per options outlined above.

Steve Williamson  
Creus Engineering  
Manager of Construction Services

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**From:** [Shawna Gilroy](#)  
**To:** [Shawna Gilroy](#)  
**Subject:** FW: FROM THE BOTTOM OF HEARTS - A HEARTFELT THANK YOU! / Historical Society change -- 2 agenda items  
**Date:** Thursday, August 30, 2018 12:36:54 PM  
**Attachments:** [Lions Bay Arts.pdf](#)  
**Importance:** High

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**From:** Tony Cox  
**Sent:** Wednesday, August 15, 2018 5:17 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** LBHS Chair

Fellow Historians,

The wind got up today but the smog did not budge -- maybe tomorrow.

I am sorry to let you know but for several reasons I have decided to retire from my position as Chair of LBHS.

There are many positive reasons for changing the Chair of any organisation from time to time resulting in new ideas and plans for the future.

I shall be on hand to help with any transition work and shall remain a member of the Society. Hopefully a new person will step forward soon but I shall remain until year end.

Thank you and Best Wishes

Tony

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Our 1st Lions Bay Arts Fundraiser, Pizza's by Lucy, was a huge success to which we owe you our supporters and community a very big THANK YOU!

We cannot express enough appreciation to Art & Lucy Traini and their family for not only opening their home to us for this event, but for slaving away feeding us their AMAZING 1st CLASS pizzas. THANK YOU! THANK YOU! THANK YOU! They were scrumptious!

Our gratitude to the performers today, you guys were AMAZING to say the least and we are so blessed as a community to enjoy such wonderful talent.  
For those of you who would like to touch base with the artists and perhaps grab a CD or two - these were our fabulous artists for today:  
Lindsay Martell - [lindsay.martell@gmail.com](mailto:lindsay.martell@gmail.com) - [www.lindsaymartell.ca](http://www.lindsaymartell.ca)  
Mark Coghlan - [markcoghlan13@gmail.com](mailto:markcoghlan13@gmail.com) -  
<https://www.reverbnation.com/markcoghlan>  
Adelina & Alicia - [hsanyip@gmail.com](mailto:hsanyip@gmail.com)

To all our Silent Auction Sponsors - Glen & Karen Dodd | Dodd Financial Group, Monica Gewurz | MG Designs, Adele & Johan van Tonder | Zadel Jewellery Studio, Diana Ljuljovic | Northview Wellness Centre, Lucy Traini and Craig Doherty | Southeby's Realty - your donations were amazing, thank you.

To the Lions Bay Arts Board - you all go above and beyond at a drop of a hat, thank you for making events like these a synch.

Thanks!  
— Lions Bay Arts  
'Connected through the Arts!'





Welcome to our first fundraiser for Lions Bay Arts. We wish to thank Lucy and Art Traini and their entire family for welcoming us to their home this afternoon and of course with providing all of us with their fabulous homemade pizza.

Lions Bay Arts has recently initiated a new program –

**ArtSpark: Igniting and supporting creativity in our young aspiring artists...**

Our fundraiser today is a chance for our community to support diverse arts and culture in Lions Bay with a specific focus on encouraging young emerging artists and to offer artistic opportunity to all children and youth.

Our program for the day includes:

**Pizza**

Pizzas will be made in three (3) stages: 12:30, 1:00 and 1:30. When you arrive you will be able to order your pizza at the entry table and will be given a ticket. You can expect your pizza to be ready in about 20 minutes from your ordering time. Go to the pizza oven on the beach level patio to submit your ticket and pick up your pizza.

**Performances**

12:15 Lindsay Martell – Lions Bay Singer/Songwriter

1:15 Mark Coghlan – Lions Bay Singer/Songwriter

2:15 Adelina and Alicia Pocock – Chinese Harp and Violin

**Silent Auction - Open from 12:00 to 3:00**

Donated items from Adele and Johan van Tonder - Zadel Jewellery Studio, Monica Gewurz - MG Designs, Lucy Traini - Potter, Dodd Financial Group, Craig Doherty – Sotheby's Real Estate, Diana Ljuljovic – Northview Health and Wellness Centre. Thank you to all of you for your support today.

We will also be auctioning Lions Bay banners from 2016/17 and 2017/18. Designed by local artists Ute Philips and Rebecca Montgomery respectively, these banners are limited so don't miss your chance to purchase one and support Lions Bay Arts.

Thank you to all of you for coming today to support Lions Bay Arts. If you enjoyed the day and are not yet a member, consider joining us. Lifetime membership forms are available at the entry table and also on our website: [www.lionsbayarts.ca](http://www.lionsbayarts.ca) Please visit our website to explore the many artists that are part of Lions Bay Arts and also to find out about events upcoming in Lions Bay and along the Sea to Sky corridor.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

<b>Type</b>	<b>Request for Decision</b>		
<b>Title</b>	<b>Kelvin Grove Road Closure Bylaw No. 550, 2018</b>		
<b>Author</b>	<b>Peter DeJong</b>	<b>Reviewed By:</b>	
<b>Date</b>	<b>August 30, 2018</b>	<b>Version</b>	<b>1</b>
<b>Issued for</b>	<b>September 4, 2018 Council Meeting</b>		

### Recommendation:

- (1) THAT Road Closure Bylaw No. 550, 2018, be adopted.
- (2) THAT staff continue to pursue cancellation of the Minister's right of resumption in accordance with provincial enactments.

### Attachments:

Road Closure Bylaw No. 550, 2018, with signed survey plan completed July 4, 2018 by Martin Jones, BC Land Surveyor.

### Key Information:

Council directed staff to look into the potential sale of the excess road right of way at the corner of Kelvin Grove Way and the northbound Highway 99 offramp (the "ROW"). This excess portion of road is not currently being used for highway or public access and is not suited for those purposes. There is, however, sufficient room to create a lot, particularly by moving some of the existing infrastructure closer to the highway offramp. The feasibility of that action has been explored with the Ministry of Transportation and Infrastructure and they have granted us preliminary approval to proceed with this plan, subject to taking out a permit to work in or adjacent to their highway right of way. As noted in a separate report, staff has obtained bids through a tender process for this work simultaneous to the road closure process laid out below.

The following is a list of the steps required **[and completed]** in order to sell this portion of the ROW:

- (a) The portion of highway to be closed would need to be surveyed and a survey plan created for attachment to the Road Closure Bylaw, and for lodging in the Land Title Office in order to raise indefeasible title to the portion of lands to be conveyed. **[Final survey completed]**



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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- (b) An appraisal by a licensed appraiser should be obtained for the Village of Lions Bay based upon Schedule "A" to Road Closure Bylaw No. 550, 2018, and RS-1 zoning for the new parcel. **[Appraisal completed and Council has been advised of the value in closed meeting. As a result of Council adopting Bylaw No. 549, 2018 at the July 3 2018 meeting, zoning to RS-1 will be deemed to take effect upon the adoption of this road closure bylaw.]**
- (c) Road Closure Bylaw No. 550, 2017 is required per section 40 of the *Community Charter* to close a portion of the highway (which includes undeveloped road rights of way). Notice of Intention to Close Road must be given in accordance with section 40(3) and 94 of the *Community Charter* **[completed via publishing in the Pique newspaper on July 5 and 12, 2018, as well as in Village Update on July 6 and 13, and on the Municipality's official notice boards]** so that persons who consider they are affected by the bylaw are given an opportunity to make representations to Council; staff is recommending that this take place at the upcoming Council meeting on July 17, 2018, after which Council may consider 3<sup>rd</sup> reading of the bylaw **[Completed at the July 17, 2018 Council meeting]**
- (d) As well, pursuant to section 40(4) of the *Community Charter*, the operators of utilities whose transmission or distribution facilities or works the council considers will be affected by the closure must receive notice of Council's Intention to Close Road. **[Completed]**
- (e) The adjacent property owner at 55 Kelvin Grove Way will be contacted to determine if they wish to pursue negotiations with the municipality for purchase of the parcel being created. Notice of Disposition of Land requirements will need to be met per s.26 and 94 of the *Community Charter*, the terms of which will depend upon whether the disposition is available to the public for acquisition. Staff will report back to Council soon on these steps. **[Completed – unwilling or unable to entertain acquisition]**
- (f) There will also be a requirement to obtain approval by the Minister of Transportation and Infrastructure of the road closure bylaw under section 41 (3) of the *Community Charter*, due to the closure being within 800 metres of an arterial highway. If directed by Council, Road Closure Bylaw No. 550, 2018, as at 3<sup>rd</sup> reading, will be sent off to the Ministry for formal approval. **[Completed – Approved]**

### Options:

1. Proceed with the recommendations laid out at the beginning of this report if Council is of the view that doing so is in the public interest;
2. Amend Road Closure Bylaw No. 550, 2018 and re-read it a 3<sup>rd</sup> time;



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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3. Provide staff with alternative directions.

**Preferred Option:** The preferred option is option 1. This will enable staff to forward the bylaw and survey to legal counsel for registration in the land title office in order to raise title and create the lot.

**Legal Considerations:** The Ministry official who approved the bylaw suggested that the lot cannot be sold until such time as the Minister grants an Order in Council cancelling the Ministers Right of Resumption in respect of the portion of highway closed to the public. Staff's understanding, confirmed by legal counsel, is that the land may still be sold to a 3<sup>rd</sup> party purchaser, subject to the Minister's encumbrance on title until such time as it is cancelled. In any event, we have made a request for cancellation of this encumbrance, as was done for the lot created at 52 Brunswick Beach Road. The process is expected to take some time and staff recommends the follow up action below.

**Follow Up Action:** Continue to pursue the cancellation of the right of resumption while simultaneously preparing and posting an RFP for real estate services to sell the lot. In the interim, subject to Council approval, staff would also be preparing the land for sale by way of moving existing infrastructure in accordance with the report found elsewhere in the Agenda for this meeting.

PDJ



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



# Road Closure Bylaw No. 550, 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)

## Road Closure Bylaw No. 550, 2018

### A Bylaw to Close and Remove the Dedication as Highway of a Portion of Kelvin Grove Way

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WHEREAS, pursuant to Section 40 of the *Community Charter*, Council may, by bylaw, close a portion of a highway to traffic and remove the dedication of the highway, if prior to adopting the bylaw, Council gives notice of its intention in accordance with section 94 of the *Community Charter* and provides an opportunity for persons who consider they are affected by the bylaw to make representations to Council.

AND WHEREAS Council deems it to be in the best interests of the Village of Lions Bay to close to traffic and remove the dedication of highway of a portion of Kelvin Grove Way;

AND WHEREAS the Council does not consider that the road closure will affect the transmission or distribution facilities or works of utility operators;

AND WHEREAS, pursuant to section 41 (3) of the *Community Charter*, if the highway or part of a highway to be closed is within 800 meters of an arterial highway, the bylaw may only be adopted if it is approved by the minister responsible for the *Transportation Act*.

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

1. Attached to this bylaw as Schedule "A" and forming part of this bylaw is a reduced copy of the road closure reference plan EPP84147, prepared by Bunbury and Associates Land Surveying Ltd. (the "Road Closure Plan").
2. The Village of Lions Bay hereby authorizes the closure to traffic of all kinds and the removal of highway dedication of the 933.5 square meter portion of highway shown in bold and described on the Road Closure Plan as "Parcel A – Part of Road Dedicated by Plan 18530, District Lot 1575, Group 1, New Westminster District (the "Closed Road").
3. On deposit of the Road Closure Plan and all other documentation for the closure of the Closed Road in the Land Title Office, the Closed Road will cease to be public highway, its dedication as a highway cancelled and it will be owned by the Village of Lions Bay.

4. The Mayor and Corporate Officer are authorized to execute all plans and other documentation necessary to effect this road closure and cancellation of highway dedication, and registration of the title to the property in the name of the Village of Lions Bay.

5. This bylaw may be cited as "Road Closure Bylaw No. 550, 2018".

READ A FIRST TIME on the 3<sup>rd</sup> day of July, 2018.

READ A SECOND TIME on the 3<sup>rd</sup> day of July, 2018.

READ A THIRD TIME on the 17<sup>th</sup> day of July, 2018.

NOTICE GIVEN IN ACCORDANCE WITH SECTIONS 40 (3) and 94 OF THE *COMMUNITY CHARTER* on the 5<sup>th</sup> day of July, 2018, and on the 12<sup>th</sup> day of July, 2018.

AN OPPORTUNITY WAS PROVIDED FOR PERSONS WHO CONSIDER THEY ARE AFFECTED BY THE BYLAW TO MAKE REPRESENTATIONS TO COUNCIL on the 17<sup>th</sup> day of July, 2018.

APPROVED BY THE MINISTER RESPONSIBLE FOR THE TRANSPORTATION ACT PURSUANT TO SECTION 41(3) OF THE *COMMUNITY CHARTER* on the 30<sup>th</sup> day of August, 2018.

RECONSIDERED, FINALLY PASSED AND ADOPTED on the 4<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Mayor

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

Certified a true copy of Road Closure  
Bylaw No. 550, 2018, as adopted

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

attached to and forming part of Road Closure Bylaw No. 550, 2018

REFERENCE PLAN TO ACCOMPANY THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY  
BYLAW No. 550, 2018 TO CLOSE A PART OF ROAD DEDICATED BY PLAN 18530.  
DISTRICT LOT 1575, GROUP 1, NEW WESTMINSTER DISTRICT.

PLAN EPP84147

BCGS 92G044

Pursuant to section 120 of the Land Title Act  
and section 40 of the Community Charter.



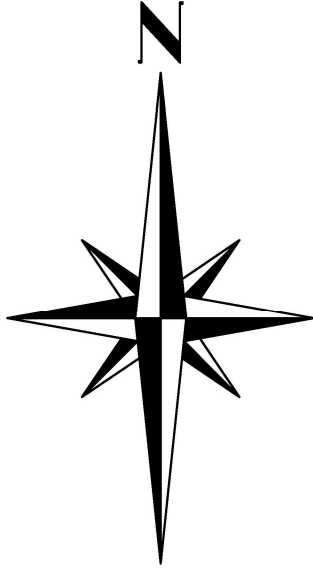
The intended plot size is 560mm in width  
by 864mm in height (D Size) when plotted  
at a scale of 1:200.

This plan shows horizontal ground-level distances  
unless otherwise specified. To compute grid distances,  
multiply ground-level distances by the average combined  
factor of 0.9995955. The average combined factor has  
been determined based on an ellipsoidal elevation of 51.6 metres.

LEGEND:

Found Placed

- Standard Iron Post
- Standard Iron Post
- △ Traverse Hub
- sqm Denotes Square Metres
- REF Denotes Reference



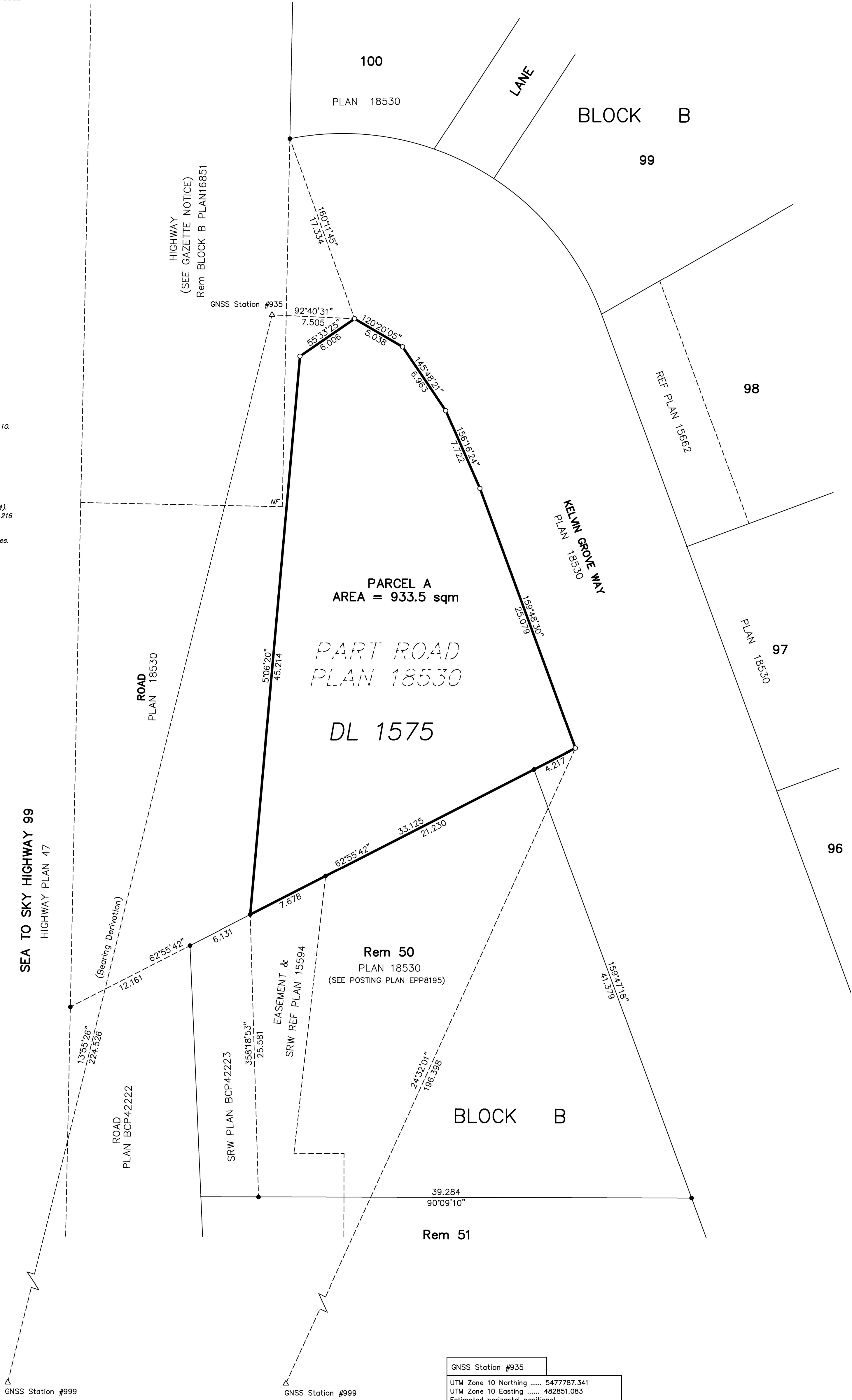
Map projection - Universal Transverse Mercator (UTM), Zone 10.

Datum - NAD83(CSRS) 4.0.0.BC.1

Grid bearings and are derived from dual frequency GNSS  
observations and are referred to the central meridian  
of UTM Zone 10 (123° west).

The UTM coordinates and estimated network accuracies  
are derived from dual frequency differential GNSS ties to  
Canadian Active Control System "CHWK" (GCM 934364).  
Used published UTM coordinates: N 5445338.167 | E 572299.216

Coordinates shown are for mapping purposes only  
and may not be used to define property corners or boundaries.



GNSS Station #935
UTM Zone 10 Northing ..... 5477787.341
UTM Zone 10 Easting ..... 482851.083
Estimated horizontal positional accuracy is 0.08 metres.
Combined Scale Factor= 0.9995949

GNSS Station #999
UTM Zone 10 Northing ..... 5477569.500
UTM Zone 10 Easting ..... 482797.077
Estimated horizontal positional accuracy is 0.08 metres.
Combined Scale Factor= 0.9995962

This plan lies within the  
Greater Vancouver Regional District

The field survey represented by this plan  
was completed on the 4th day of July, 2018.  
Martin R Jones, BCLS #762.

**BUNBURY & ASSOCIATES**  
LAND SURVEYING LTD.  
SQUAMISH 604-892-3090 WHISTLER 604-932-3770  
File No. 2017-273-EPP84147.dwg  
FB 2123 Pg 36-48  
FB 2143 Pg 7-9

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## 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. 551, 2018</b>		
<b>Author</b>	<b>Pamela Rooke</b>	<b>Reviewed By:</b>	<b>Peter DeJong</b>
<b>Date</b>	<b>August 30, 2018</b>	<b>Version</b>	
<b>Issued for</b>	<b>September 4, 2018 Regular Council Meeting</b>		

### RECOMMENDATION

THAT Fees Bylaw No. 497, 2016, Amendment Bylaw No. 551, 2018 be introduced and given first, second and third reading.

### ATTACHMENTS

1. Draft Fees Bylaw No. 497, 2016, Amendment Bylaw No. 551, 2018
2. Draft Consolidation of Fees Bylaw No. 497, 2016

### KEY INFORMATION

The Municipal Insurance Association of BC (MIABC) recommends that local governments should require all facility users to obtain general liability insurance and include the local government as an additional insured. The MIABC now offers a Facility Users' Portal which allows the Municipality's facility users to arrange up to \$5,000,000 of insurance coverage for their events. The facility users access the portal to obtain coverage and pay for the insurance and the Municipality is notified that the insurance is in place. This now requires facility users to obtain their insurance from the MIABC Facility Users' Portal as it ensures our users have appropriate and adequate insurance in place and that the Municipality is automatically added as an additional insured.

Previously, hall rental fees were set taking into consideration our insurance costs. As community groups are now required to purchase separately from the rental fee, staff



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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recommend reducing the hall rental fee for birthday parties from \$60 to \$50 and the fee for Community groups from \$40 to \$25 per month as the reduction in cost would effectively cover the cost of insurance they are required to purchase for their events.

### **OPTIONS**

1. Give this bylaw first, second and third reading;
2. Amend the bylaw and then give it first, second and third reading;
3. Send the bylaw back to staff with other instructions.

### **PREFERRED OPTION**

Give the bylaw first, second and third reading.

### **FOLLOW UP ACTION**

If the bylaw is given three readings, it will come back to the September 18, 2018 Council Meeting for adoption.



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



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

### **Amendment Bylaw No. 551, 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. 551, 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. 551, 2018”.
  
2. Fees Bylaw No. 497, 2016 is hereby amended by striking the fees for the following items:  
  
    (a) Hall Rental for children’s Birthday parties - \$60 per event (maximum 4 hours);  
    (b) Hall Rental for non-profit groups - \$40 per month;  
  
and substituting the following fees respectively in their place:  
  
    (c) \$50 per event (maximum 4 hours);  
    (d) \$25 per month.
  
3. Fees Bylaw No. 497, 2016 is further amended by deleting the section of the table for Insurance costs.

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

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

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

**Certified a true copy of Fees Bylaw No. 497, 2016,  
Amendment Bylaw No. 551, 2018 as adopted.**

\_\_\_\_\_  
**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
544	2(a) 2(b)	Adds soil deposit and removal fees in schedule 2 Amends parking meter rates in schedule 5	May 11, 2018
547	2(a)-(c)	Amends text in Schedules 2 and 5	June 5, 2018
<a href="#">551</a>	<a href="#">2(a)-(d)</a>  <a href="#">3</a>	<a href="#">Amends birthday party rental fees and non-profit rental fees in schedule 6</a>  <a href="#">Deletes insurance costs from the table</a>	

## **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
Fire Sprinkler Permit: 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
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)

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

[Amended by Bylaw No. 547]

**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 parking permit – obtainable by a resident, allows parking in “permit parking” zones	\$40 per year (1 free permit for each Lions Bay Fire Rescue member, Search and Rescue member, and Village staff member, not otherwise receiving free permits 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 “permit parking” zones	\$40 for three months
Film company parking Film worker’s personal vehicle Film company truck	Refer to Schedule 7: Filming
Daily parking permit – 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 charged as shown below, to cover staff time plus use of Village equipment. Actual extra costs to the Village for items such as fuel, materials, turf, plants, storage in commercial premises, and equipment rentals required for clean-up or remediation work, will also be charged, based on invoices or receipts for materials or equipment. If work is performed by a commercial contractor under contract to the Village, the actual cost of the contract will be charged, in addition to a \$150 flat fee for Village administration time.	
Clean-up of spills or deposits on highway	Regular hours (7 am to 3 pm): \$75 per hour or portion, plus equipment costs After hours: \$115 per hour (3 hour minimum)
Remediation of damage to highway	Regular hours (7 am to 3 pm): \$75 per hour or portion, plus equipment costs After hours: \$115 per hour (3 hour minimum)
Administration fee for commercial contract	\$150

**FEES FOR REMOVALS FROM HIGHWAY**

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

**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

[Amended by Bylaw No. 530]  
[Amended by Bylaw No. 544]  
[Amended by Bylaw No. 547]

**SCHEDULE 6 – COMMUNITY FACILITY RENTALS**

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

Description	Fee*
<b>Hall Rental for private events:</b> Examples of use: dances, weddings, ceremonies, etc.	\$220 if liquor being served \$110 if no liquor being served  <i>If event occurs over multiple days, the rate above applies per day</i>
<b>Hall Rental for children’s Birthday parties</b>	<del>\$5060</del> per event (maximum 4 hours)
<b>Hall Rental for program use:</b> Examples of use: programs contracted through the Village.	20% of revenue per session, or minimum payment amount of \$40.00 per month, whichever is greater.
<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.  Additional fee for events exceeding the maximum  Non-profit community groups (single event)	<del>\$2540</del> per month  \$25 per event  \$25 per event  <i>This is the fee rate applicable to requests for fee waivers under the Municipal Grant program.</i>
<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).	Youth: \$5 per person per hour Adult (18+): \$10 per person per hour  <i>Youth must be supervised by an adult while using Village facilities.</i>
<b>Meeting Room Rental (accommodates up to 10 persons):</b> Meeting Room A (includes washroom) Meeting Room A and B	\$10 per hour (2 hour minimum) per room
<b>Rental of Tennis Courts for Program Use</b> (max 2 hours per day)	20% of revenue per session or minimum payment amount of \$40.00 per month, whichever is greater.
<del>Insurance costs (if required)</del>	<del>Actual cost as determined by Village’s insurer</del>
<b>Cancellation Fee:</b>	Refer to policy: POL-1408 Refunds & Cancellations

<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

[\[Amended by Bylaw No. 551\]](#)

**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
Boat space rental permit at Lions Bay Beach Park	\$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)  <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>
Seizure and removal of boat from boat space rental area for failure to pay annual fee by June 1 <sup>st</sup> .	\$100 plus \$20/day for storage
Sale of seized boat if unclaimed for 120 days after seizure.	\$500 flat fee

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## VILLAGE OF LIONS BAY

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### Incoming Correspondence - September 4, 2018

*General Correspondence:*

- G-1: Cannabis Update (Page 1)
- G-2: EComm Radio Program (Page 4)
- G-3: Metro 2040 - Land Use Designation Amendment Request (Page 6)
- G-4: BC Ombudsperson 2017-18 Annual Report (Page 13)
- G-5: Employer Health Tax Letters of Support (Page 15)
- G-6: 8th Annual UBCM Reception Invite (Page 17)
- G-7: UBCM Green Communities Committee (Page 18)

*Resident Correspondence:*

- R-1: Resident Beach Parking - Meghann Trollip (Page 22)
- R-2: Kelvin Grove Parking - Liz Bell (Page 23)
- R-3: Parking Permit Stickers - Laszlo George (Page 25)
- R-4: Public Defecation - Max Wyman (Page 26)
- R-5: Concerns at Brunswick Beach - Paula Vendargon (Page 28)

**From:** [Lions Bay Reception](#)  
**To:** [Agenda](#)  
**Subject:** FW: cannabis update  
**Date:** Tuesday, July 17, 2018 12:15:17 PM  
**Attachments:** [Cannabis licence process map.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:** LCLB Cannabis Regulation and Policy LCLB:EX [mailto:cannabisregs@gov.bc.ca]

**Sent:** Tuesday, July 17, 2018 11:33 AM

**To:** 'zeralynne.te@burnaby.ca' <zeralynne.te@burnaby.ca>

**Subject:** cannabis update

To: Local Government representative

The Liquor and Cannabis Regulation Branch (LCRB) will soon be accepting applications for cannabis retail store applications. Local governments are a crucial part of the licensing process as LCRB cannot issue a licence without the support and involvement of a local government (as per section 33 of the BC Cannabis Control and Licensing Act).

In order to best serve applicants and local governments during this process we have several questions regarding how your jurisdiction will be treating applications for cannabis stores (below).

We have also developed a guide for local governments which outlines the basic elements of the application process from a local government perspective- this can be found [here](#). Attached you will also find a process map that illustrated how the LCRB will be processing the applications.

Please send responses to the questions below, or any further inquiries on the role of local government to [Melanie.Golder@gov.bc.ca](mailto:Melanie.Golder@gov.bc.ca).

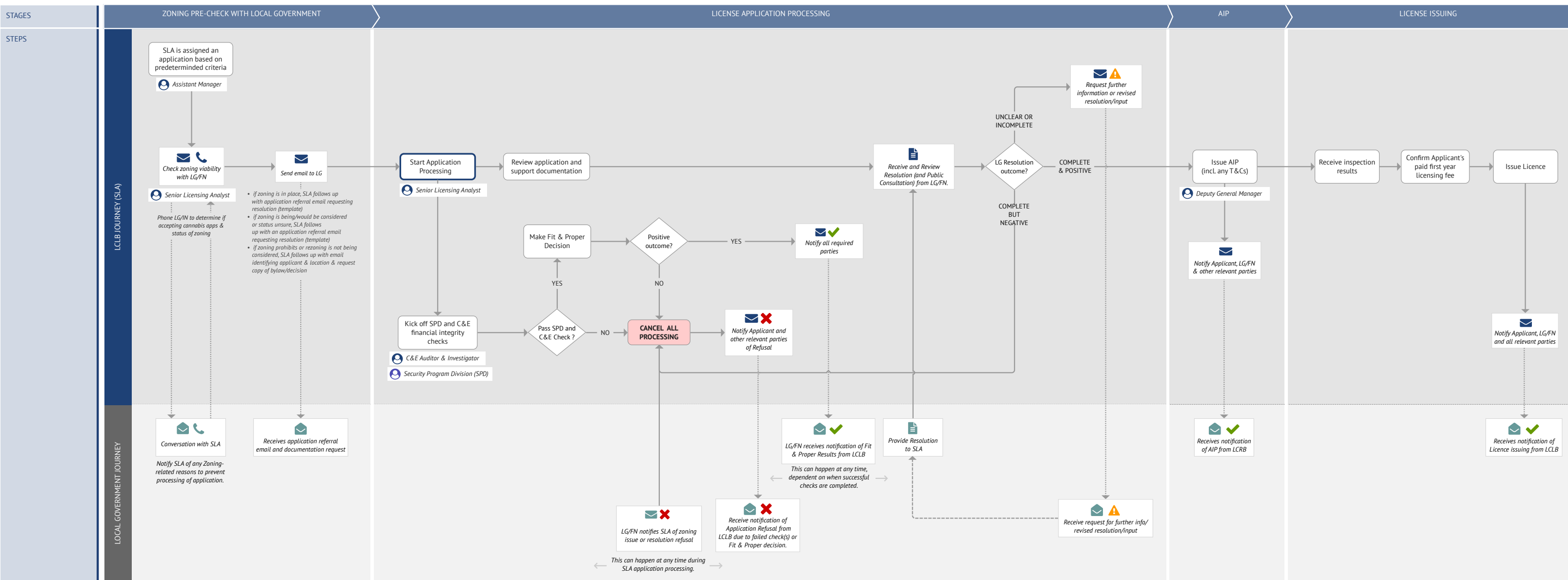
### Questions

1. Will you be accepting applications for private cannabis retail stores?
2. Will you support public cannabis retail stores?
3. Is your jurisdiction ready to review licence applications? If not, when will it be ready?
4. Does your jurisdiction have a cap on the number of licence applications you will support or any other mechanisms (e.g., lottery) to limit the number of stores in your jurisdiction? If so, how will they be implemented?

5. Are you planning to delegate authority to comment to a specific staff/body under section 34 of the Cannabis Control and Licensing Act?
6. Are you going to choose to rezone for cannabis retail?
7. If not yet zoned, would you choose to rezone in conjunction with a cannabis retail application?
8. Please provide a staff level contact (those who will be working on processing applications) for LCRB staff to work with.

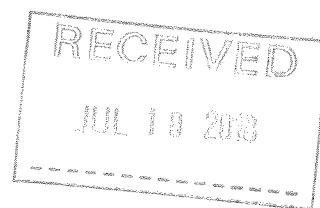
**Thank you!**

Melanie Golder



June 29, 2018

Mayor Karl Buhr and Council  
Village of Lions Bay  
P.O. Box 141  
400 Centre Road  
Lions Bay, BC  
V0N 2E0



VILLAGE OF LIONS BAY  
FILE TO I/C  
FILE TO PROPERTY FILE ✓  
OTHER

**Re: Next Generation Radio Program: Completion of the replacement of the E-Comm Wide-Area Radio Network**

---

Dear Mayor Karl Buhr and Council,

I am writing in follow-up to previous E-Comm correspondence regarding the Next Generation Radio Program (NGRP)—the planned replacement of the regional radio system. I am pleased to report that police officers, firefighters and paramedics in your community, and the dispatchers who support them, are now communicating on the new radio system. Feedback we have received to date indicates that radio coverage is better than ever and as a result, operational communications and the safety of first responders is improved.

The NGRP, as noted, was the planned replacement of the E-Comm Wide Area Radio Network, first implemented in 1999. Planning for this major public safety infrastructure project began more than five years ago and included a development of a new network design including additional radio sites to improve radio coverage, and deployment of 8,000 new or upgraded radios with better safety and communication features. By the end of March 2018, more than 30 police, fire and ambulance agencies in the Lower Mainland, including Village of Lions Bay Fire & Rescue Services, made the transition to the new best-in-class radio system, using Project 25 (P25) technology, widely adopted by public safety agencies across North America.

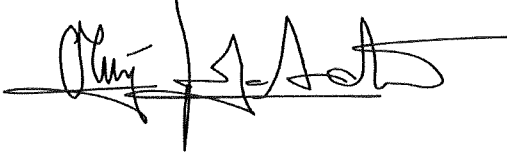
We completed the project on schedule and under budget and the concluding milestone was achieved June 6, 2018 when E-Comm signed final acceptance of the new system with Motorola Solutions Canada.

The new network allows first responders to better communicate in noisy and hazardous environments and improves communication in areas that were previously very limited (e.g. underground parking garages). Their ability to communicate with their partner agencies that also use our radio network remains a key feature of the radio system; however, those communications are now protected as agencies have chosen to deploy encryption to safeguard those communications. This means information is kept out of the hands of criminals, as scanners can no longer intercept sensitive operational information. Further, encryption also prevents unauthorized individuals from hearing the public's private and personal information, such as medical information, business and home alarm codes, and other sensitive data that is transmitted over the radios as first responders carry out their duties. We

continue to work with our partner agencies on resolving some residual technical matters, which we anticipate will be resolved over the summer.

The project completion is a tremendous achievement and is a testament to the leadership of our police, fire and ambulance partners, who have worked closely with our technical staff every step of the way. I want to express my appreciation for their support as we moved through the many phases of the project and reached this successful conclusion.

Sincerely,

A handwritten signature in black ink, appearing to read 'Oliver Grüter-Andrew', written over a horizontal line.

Oliver Grüter-Andrew  
President & CEO  
604-215-5002

CC

Chief Andrew Oliver – Lions Bay Fire & Rescue Services

Office of the Chair  
Tel. 604 432-6215 Fax 604 451-6614

File: CR-12-01  
Ref: RD 2018 Jun 22

**JUL 26 2018**

Mayor Karl Buhr and Council  
Village of Lions Bay  
400 Centre Road  
P.O. Box 141  
Lions Bay, BC V0N 2E0  
**VIA EMAIL: [mayor.buhr@lionsbay.ca](mailto:mayor.buhr@lionsbay.ca)**

Dear Mayor Buhr and Council:

**Re: Metro Vancouver 2040: Shaping our Future Land Use Designation Amendment Request from the Township of Langley – Williams Neighbourhood Plan**

The Township of Langley submitted a request to Metro Vancouver to amend *Metro Vancouver 2040: Shaping our Future (Metro 2040)*, the regional growth strategy, by changing the regional land use designation on portions of the site from “Mixed Employment” to “General Urban”, and from “General Urban” to “Mixed Employment”. The amendment bylaw would enable implementation of the Williams Neighbourhood Plan, recently completed by the Township of Langley.

At its June 22, 2018 regular meeting, the Board of Directors of Metro Vancouver Regional District (Metro Vancouver) adopted the following resolution:

*That the MVRD Board:*

- a) initiate the Metro 2040 minor amendment process and in response to the Township of Langley’s request to amend the regional land use designations for the Williams Neighbourhood Plan area, amending 4 hectares of lands designated Mixed Employment to General Urban and 2 hectares of lands designated General Urban to Mixed Employment;*
- b) give first and second readings to Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1266, 2018; and*
- c) direct staff to notify affected local governments as per Metro Vancouver 2040: Shaping our Future section 6.4.2.*

This letter provides notification to affected local governments and other agencies of the proposed amendment to *Metro 2040*.

This is a *Metro 2040* Type 3 minor amendment requiring an amendment bylaw that receives an affirmative 50%+1 weighted vote of the Board at each reading, and no regional public hearing. For more information on regional growth strategy amendment procedures, please see *Metro 2040* Section 6.4.

25763087

A Metro Vancouver staff report providing background information and an assessment of the proposed amendment regarding consistency with *Metro 2040* is enclosed.

You are invited to provide written comments on this proposed amendment to *Metro 2040*. **Please provide your comments via a Council or Board resolution by Friday September 14, 2018. Comments can be submitted to Chris Plagnol, Corporate Officer by mail to 4730 Kingsway, Burnaby BC, V5H 0C6 or by email at [Chris.Plagnol@metrovancover.org](mailto:Chris.Plagnol@metrovancover.org).**

If you have any questions with respect to the proposed amendment, please contact James Stiver, Manager, Growth Management and Transportation, Parks Planning and Environment by phone at 778-452 4698 or by email at [James.Stiver@metrovancover.org](mailto:James.Stiver@metrovancover.org).

Yours sincerely,



Greg Moore  
Chair, Metro Vancouver Board

GM/NC/HM/js

cc: Peter De Jong, CAO, Village of Lions Bay  
Neal Carley, General Manager, Parks, Planning and Environment, Metro Vancouver

Attachments

1. Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1266, 2018 (Doc# 25359277)
2. Report dated May 29, 2018, titled "Metro Vancouver 2040: Shaping our Future Land Use Designation Amendment Request from the Township of Langley — Williams Neighbourhood Plan". (Doc# 25366805)

25763087

<http://www.metrovancover.org/services/regional-planning/metro-vancouver-2040/about-metro-2040/Pages/default.aspx>

**METRO VANCOUVER REGIONAL DISTRICT  
REGIONAL GROWTH STRATEGY AMENDMENT BYLAW NO. 1266, 2018**

A Bylaw to Amend

*Greater Vancouver Regional District Regional Growth Strategy Bylaw No. 1136, 2010.*

Township of Langley - Williams

**WHEREAS** the Metro Vancouver Regional District Board (the "Board") adopted the *Greater Vancouver Regional District Regional Growth Strategy Bylaw No. 1136, 2010* on July 29, 2011;

**NOW THEREFORE**, the Board of the Metro Vancouver Regional District in open meeting assembled enacts as follows:

1. The *Greater Vancouver Regional District Regional Growth Strategy Bylaw No. 1136, 2010* is hereby amended as follows:
  - a) Re-designating the subject Township of Langley Williams site from Mixed Employment to General Urban, as shown in Schedule "A" attached to and forming part of this Bylaw;
  - b) Re-designating the subject Township of Langley Williams site from General Urban to Mixed Employment, as shown in Schedule "A" attached to and forming part of this Bylaw; and
  - c) Maps 2, 3, 4, 6, 11, and 12 contained in *Greater Vancouver Regional District Regional Growth Strategy Bylaw No. 1136, 2010* are deleted and replaced with Maps 2, 3, 4, 6, 11 and 12 as contained in Schedule "B" attached to and forming part of this Bylaw.
  
2. The official citation for this bylaw is *Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1266, 2018*. This bylaw may be cited as *Regional Growth Strategy Amendment Bylaw No. 1266, 2018*.

READ A FIRST TIME this                    22 day of June, 2018.

READ A SECOND TIME this                22 day of June, 2018.

READ A THIRD TIME this                \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PASSED, AND FINALLY ADOPTED this    \_\_\_\_\_ day of \_\_\_\_\_, 2018.

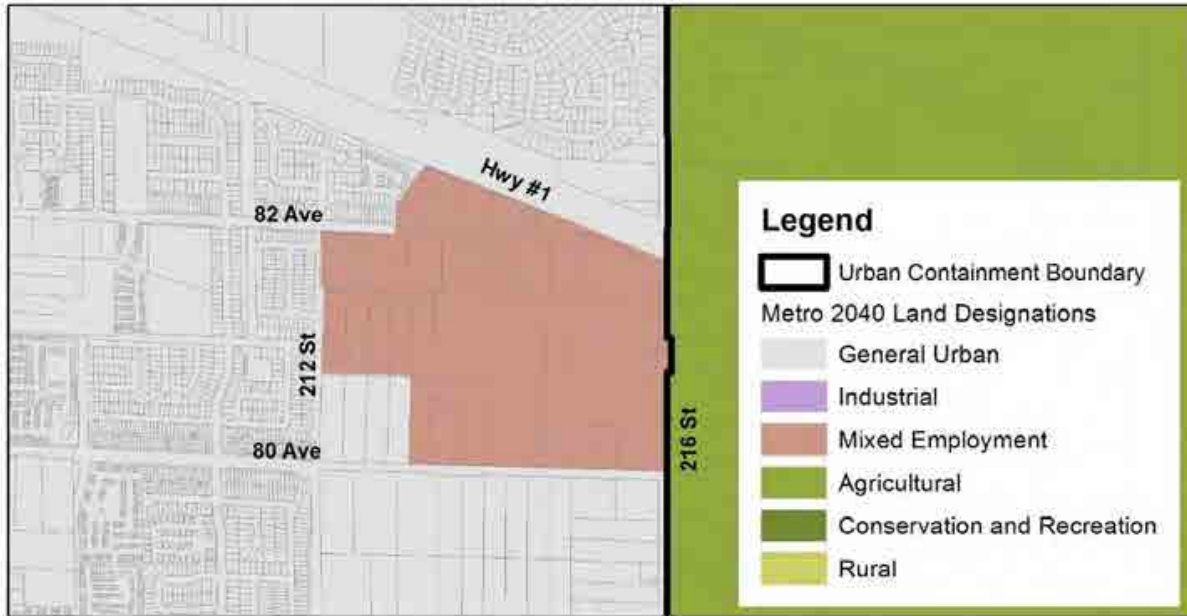
\_\_\_\_\_  
Chris Plagnol, Corporate Officer

\_\_\_\_\_  
Greg Moore, Chair

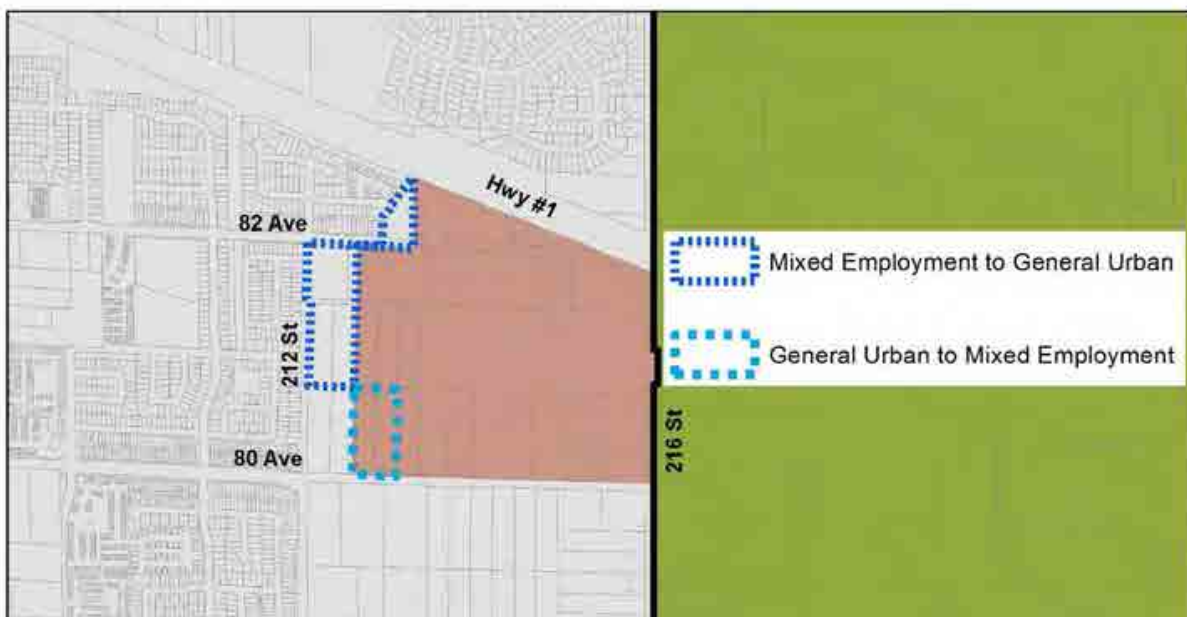
### SCHEDULE A

The Township of Langley *Williams* amendment includes lands redesignated from Mixed Employment to General Urban, and from General Urban to Mixed Employment.

#### Prior to Amendment

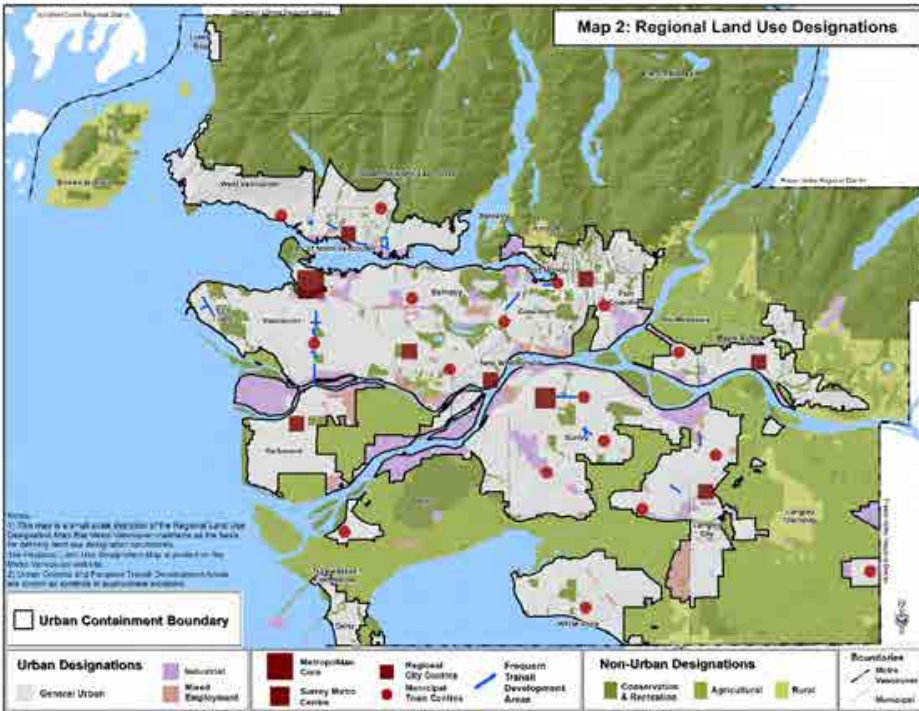


#### Post Amendment

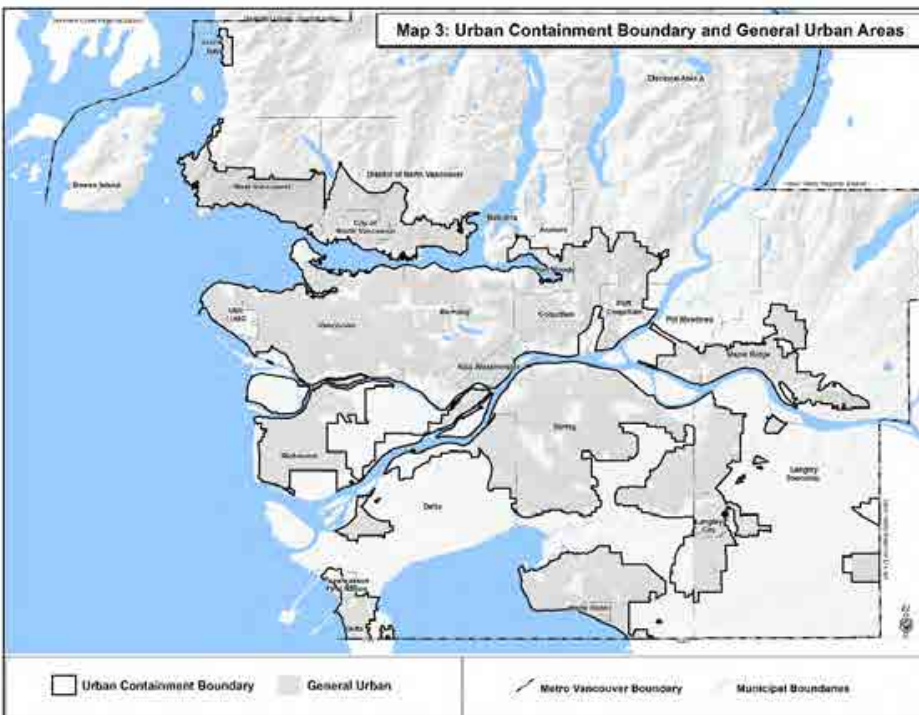


**SCHEDULE B**

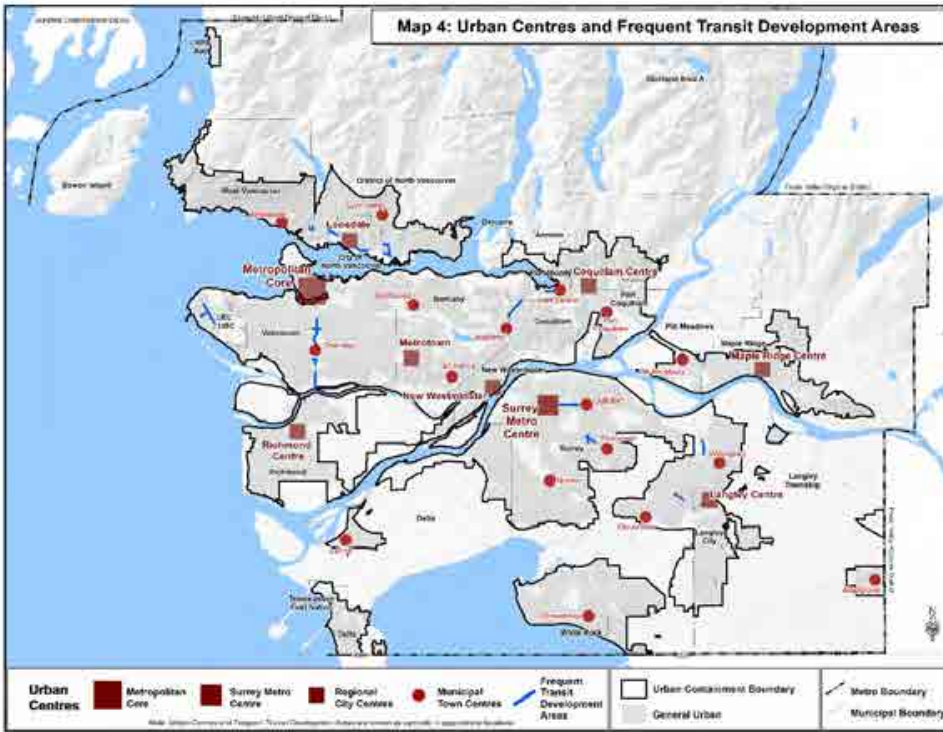
**Map 2 Regional Land Use Designations**



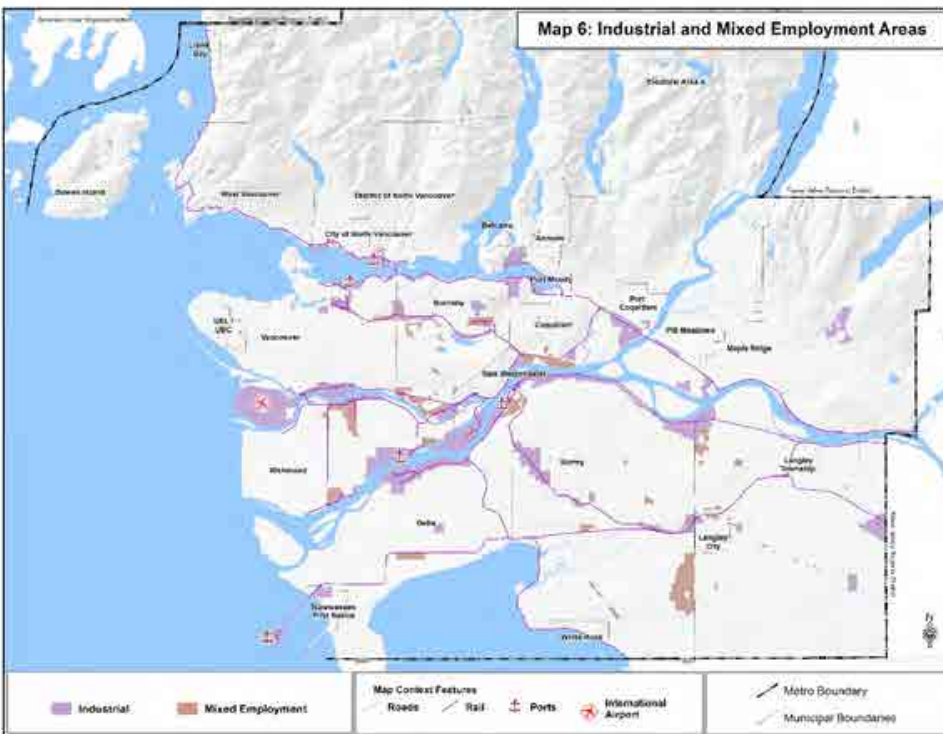
**Map 3 Urban Containment Boundary and General Urban Areas**



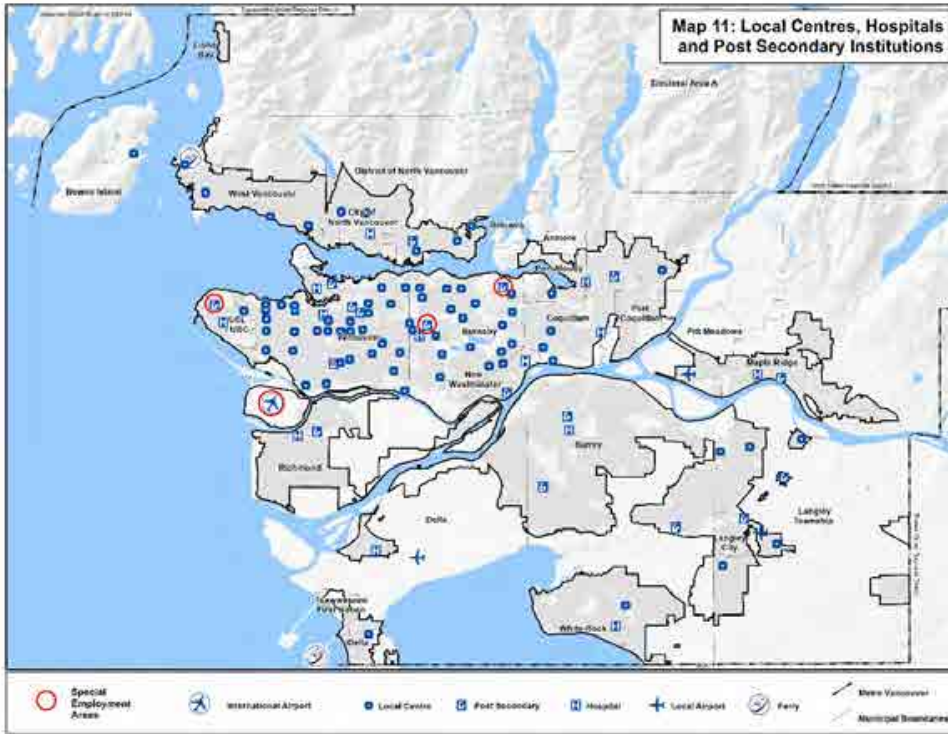
Map 4 Urban Centres and Frequent Transit Development Areas



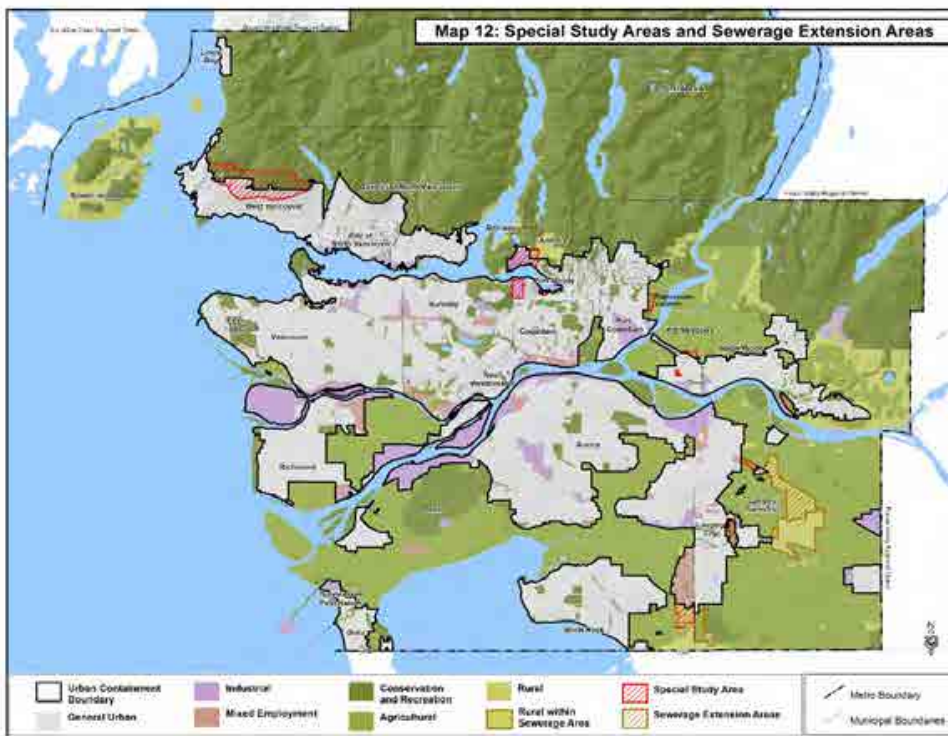
Map 6 Industrial and Mixed Employment Areas



Map 11 Local Centres, Hospitals and Post-Secondary Institutions



Map 12 Special Study Areas and Sewerage Extension Areas



**From:** [Shawna Gilroy](#)  
**To:** [Shawna Gilroy](#)  
**Subject:** FW: BC Ombudsperson 2017/18 Annual Report  
**Date:** Wednesday, August 29, 2018 4:20:30 PM

**From:** BC Ombudsperson [<mailto:outreach@bcombudsperson.ca>]  
**Sent:** Friday, August 10, 2018 11:55 AM  
**To:** Lions Bay Reception <[reception@lionsbay.ca](mailto:reception@lionsbay.ca)>  
**Subject:** BC Ombudsperson 2017/18 Annual Report

BC Ombudsperson 2017/18 Annual Report

[View this email in your browser](#)

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# BC Ombudsperson 2017/18 Annual Report

B.C. Ombudsperson Jay Chalke released his office's 2017/18 Annual Report highlighting that complaints and enquiries to the office are at a 10-year high. Complaints were about a wide range of public bodies with the highest number of complaints being about two government ministries that provide service to vulnerable people; the Ministry of Social Development and Poverty Reduction and the Ministry of Children and Family Development.

- [Full Report](#)
- [News Release](#)

Office of the Ombudsperson  
Second Floor, 947 Fort Street  
Victoria, B.C. Canada

Toll free: 1.800.567.3247  
Phone: (250) 387.5855  
Fax: (250) 387.0198

[info@bcombudsperson.ca](mailto:info@bcombudsperson.ca)

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# CITY OF WILLIAMS LAKE

450 MART STREET, WILLIAMS LAKE, BRITISH COLUMBIA V2G 1N3  
TELEPHONE (250)392-2311 FAX (250)392-4408

July 17, 2018

The Honourable Carole James  
Minister of Finance and Deputy Premier  
PO BOX 9048 STN PROV GOVT  
Victoria BC  
V8W 9E2

Dear Minister / Deputy Premier James:

**Re: Employer Health Tax Impact on Local Government**

This is to advise that the City of Williams Lake Council passed the following resolution at its regular meeting held Tuesday, May 29<sup>th</sup>, 2018:

*"That pursuant to the report of the Chief Financial Officer dated May 17, 2018, Council support the resolution of the Council for the City of Langley and request the Province of BC to exempt local governments, regional districts and school boards from the imposition of the EHT to lessen the financial burden on local taxpayers, especially those that are on fixed incomes and further that correspondence to that effect be sent to the Province of BC."*

The City of Williams Lake, like many local governments have a limited revenue base that relies heavily on property taxation. The new Employer Health Tax will put additional cost pressure on the City of Williams Lake (and other BC local governments) that would have to be passed to municipal taxpayers, placing an undue share on lower and middle income British Columbians.

If you have any questions in this regard, please contact the undersigned.

Sincerely,

  
Mayor Walt Cobb

cc: UBCM Member Municipalities



MUSEUM  
of the  
CARIBOO CHILCOTIN

[www.williamslake.ca](http://www.williamslake.ca)



PAGE 15



**OFFICE OF THE MAYOR**

August 14, 2018

File: 0530-00

The Honourable Carole James  
Minister of Finance and Deputy Premier  
PO BOX 9048 STN PROV GOVT  
Victoria BC  
V8W 9E2

Attention: The Honourable Carole James  
Minister of Finance and Deputy Premier

Dear Minister / Deputy Premier James,

**RE: Employer Health Tax Impact on Local Government**

At the Regular Meeting on August 7<sup>th</sup>, 2018 the District of Houston received the attached correspondence from the Mayor Walt Cobb of the City of Williams Lake.

At that meeting Council passed the following resolution:

"That Council resolves to issue a letter of support to Honourable Carole James, Minister of Finance and Deputy Premier, regarding support of the City of Williams Lake correspondence re: employer health tax impact of local government."

The District of Houston supports the City of Williams Lake's request for the Province of British Columbia to exempt local governments, regional districts, and school boards from the imposition of the EHT to lessen the financial burden on local taxpayers, especially those that are on fixed incomes. The District of Houston, like many local governments have a limited revenue base that relies heavily on property taxation. The new Employer Health Tax will put additional cost pressure on the District of Houston (and other B.C. local governments) that would have to be passed to municipal taxpayers, placing an undue share on lower and middle income British Columbians.

Thank you for your attention to this matter.

Sincerely,

Jonathan Van Barneveld  
Acting Mayor

Attach: Correspondence from the City of Williams Lake Re: Employer Health Tax Impact on Local Government

cc: Union of B.C. Municipalities Members



# Clean Energy BC

INVITES YOU TO THE

## 8TH ANNUAL UBCM RECEPTION

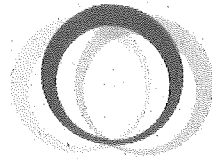
IT WILL BRING TOGETHER GOVERNMENT,  
INDUSTRY AND ASSOCIATION LEADERS  
TO NETWORK AND DIALOGUE IN AN  
INFORMAL SETTING.

**DATE: TUESDAY SEPTEMBER 11TH 2018**

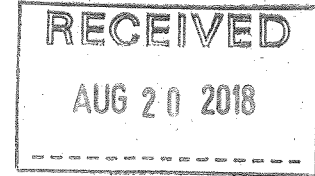
**LOCATION: HILTON. 4050 WHISTLER WAY.  
CHEAKAMUS ROOM**

**TIME: 7:30PM - 10:00PM**

**RSVP TO [LISA.BATEMAN@CLEANENERGYBC.ORG](mailto:LISA.BATEMAN@CLEANENERGYBC.ORG)**



GREEN COMMUNITIES  
COMMITTEE



Ref: 238245

VILLAGE OF LIONS BAY  
FILE TO I/C ..... ✓  
FILE TO PROPERTY FILE .....  
OTHER .....

August 15, 2018

His Worship Mayor Karl Buhr and Councillors  
Village of Lions Bay  
Box 141  
Lions Bay BC V0N 2E0

Dear Mayor Buhr and Councillors:

On behalf of the joint Provincial-Union of British Columbia Municipalities (UBCM) Green Communities Committee (GCC), we would like to extend our congratulations for your efforts to reduce greenhouse gas emissions in your corporate operations and community over the 2017 reporting year.

As a signatory to the Climate Action Charter (Charter) you have demonstrated your commitment to work with the Province and UBCM to take action on climate change and to reduce greenhouse gas emissions in your community and corporate operations.

The work that local governments are undertaking to reduce their corporate emissions demonstrates significant climate leadership and sets the stage for broader climate action in the community. Your leadership and commitment continues to be essential to ensuring the achievement of our collective climate action goals.

The GCC was established under the Charter to support local governments in achieving their climate goals. In acknowledgement of the efforts of local leaders, the GCC is again recognizing the progress and achievements of local governments such as yours through the multi-level Climate Action Recognition Program. A description of this program is enclosed for your reference.


As a Charter signatory who has demonstrated progress on the fulfillment of one of more of your commitments, the GCC is pleased to acknowledge your achievement of Level 1 recognition – ‘Demonstrating Progress on Charter Commitments.’

.../2

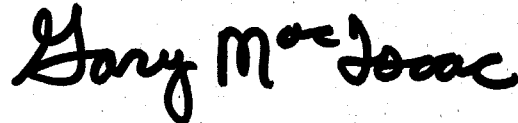
Mayor Buhr and Councillors  
Page 2

Congratulations again on your progress. We wish you continued success in your ongoing commitment to the goal of corporate carbon neutrality and your efforts to reduce emissions in the broader community.

Sincerely,



Tara Faganello  
Assistant Deputy Minister  
Local Government Division  
Ministry of Municipal Affairs and Housing



Gary MacIsaac  
Executive Director  
Union of British Columbia Municipalities

Enclosure



## GCC Communiqué on the Climate Action Recognition Program

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B.C. local governments continue to play a critical role in reducing GHG emissions across the province. In acknowledgment of the ongoing efforts of B.C. local government leaders, the joint Provincial-UBCM Green Communities Committee (GCC) is pleased to continue the Climate Action Recognition Program (*Recognition Program*) for the 2017 reporting year. This multi-level program provides the GCC with an opportunity to review and publicly recognize, on an annual basis, the progress and achievements of each Climate Action Charter (*Charter*) signatory on their *Charter* commitments. Recognition is provided according to the following:

### **Level 1: Demonstrating Progress on Charter Commitments**

Local governments who demonstrate progress on fulfilling one or more of their *Charter* commitments receive a letter from the GCC acknowledging their accomplishments.

### **Level 2: Measuring GHG Emissions**

Local governments that achieve level 1, have completed a corporate carbon inventory for the reporting year and demonstrate that they are familiar with their community's community energy and emissions inventory receive a letter from the GCC and a 'BC Climate Action Community 2017' logo, for use on websites, letterhead, etc.

### **Level 3: Accelerating Progress on Charter Commitments**

Local governments that achieve levels 1 and 2 and demonstrate significant corporate or community-wide climate action to reduce GHG emissions in the reporting year receive a letter from the GCC and a 'BC Climate Action Community 2017 – Climate Leader' logo, for use on websites, letterhead, etc.

### **Level 4: Achievement of Carbon Neutrality**

Local governments that achieve carbon neutrality in the reporting year receive a letter from the GCC and a 'BC Climate Action Community 2017 – Climate Leader - Carbon Neutral' logo, for use on websites, letterhead, etc.

To be eligible for the *Recognition Program*, local governments must fulfill the public reporting requirements (including reporting progress to carbon neutrality) of the Climate Action Revenue Incentive Program (CARIP). Recognition levels for the *Recognition Program* are based on the information included in each local government's annual CARIP public report. For more information on CARIP and the public reporting requirements go to:

<https://www2.gov.bc.ca/gov/content/governments/local-governments/grants-transfers/climate-action-revenue-incentive-program-carip>



**From:** [Karl Buhr](#)  
**To:** [Meghann Trollip](#); [Council @ Lions Bay](#); [Agenda](#)  
**Subject:** RE: Resident Beach Parking  
**Date:** Friday, July 20, 2018 7:45:05 AM

---

Hello Meghann, and thanks for your note. Yes, Lions Bay has been discovered, as a search for "Lions Bay" and "beach" on Google, Facebook, Twitter, Instagram, Snapchat and others will reveal. Since all of Lions Bay Ave. is already designated as Permit parking, and there IS no actual further physical parking space at Brunswick Beach, I assume you mean Kelvin Grove Beach parking. There have been several requests to designate around 6 spaces in the lot as Permit-only, but staff advise that with current capacity, that action would have no effect: we couldn't enforce it.

All I can offer I'm afraid is to arrive early, and focus on mid-week.

Regards,  
Karl Buhr

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

From: Meghann Trollip [REDACTED]  
Sent: Thursday, July 19, 2018 9:25 PM  
To: Council @ Lions Bay <council@lionsbay.ca>; Agenda <agenda@lionsbay.ca>  
Subject: Resident Beach Parking

Hello

As residents of Lions Bay I am disappointed, with the increase in traffic it has becoming extremely difficult for us to find parking when we go down to the beaches. As a resident and local tax payer it would be nice to have designated parking for Lions Bay residents at each beach parking lot. When we go to the beach I have my two little boys, a dog, and kayaks in tow. On several occasions we have had to go home due to the parking situation.

I would like to recommend designated parking for residents at each beach to ensure locals also get to enjoy the reason why we live here as well!

Thanks  
Meghann Trollip

Sent from my iPhone

**From:** [Shawna Gilroy](#)  
**To:** [Shawna Gilroy](#)  
**Subject:** FW: Parking  
**Date:** Wednesday, August 29, 2018 2:35:52 PM

---

From: liz bell  
Sent: Monday, July 23, 10:10 AM  
Subject: Re: Parking  
To: Karl Buhr, Marion Maxwell  
Cc: [REDACTED]

Hi Karl

Thank you for sending through the parking plan. This helps clarify what we have all been saying since these new paid parking areas have been enforced.

There are NO parking spots at the Kelvin Grove beach parking lot which are specifically allocated "Residents only". I have been hearing from so many KG as well as LB residents that they are driving down there to either take a dog for a walk, wanting to launch a kayak or take an elderly relative to see the beach, all of which require driving, only to find not one space to park.

This may have been an oversight on the parking plan, but needs to be amended right away. There need to be a minimum of 6 spots for residents only down there. We are all tax paying residents of Lions Bay and are unable to park at our own beach.

We look forward to hearing from you.  
Thanks again.

Liz Bell  
President



[REDACTED]

[REDACTED]

**From:** Karl Buhr <[mayor.buhr@lionsbay.ca](mailto:mayor.buhr@lionsbay.ca)>  
**Sent:** July 20, 2018 7:01 PM  
**To:** Marion Maxwell  
**Cc:** [REDACTED]; Peter DeJong; Naizam Jaffer; Council @ Lions Bay  
**Subject:** RE: Parking

Hello Marion,

According to the signage plan (attached), Periwinkle is designated "Permit (not "resident") Only Beyond This Point," so if the signs are not up yet, it's only a matter of time -- staff advise that we only have capacity for four installations a day, one day a week. The municipality will consider any (reasonable) request, so no petition necessary.

Of course, signage is only one side of the coin. The other is enforcement, and I am seeking Council (and community) buy-in to up the budget there -- a 1 percent tax increase raises only \$14,000, so I tread carefully.

Regards,  
Karl Buhr

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

**From:** Marion Maxwell <[REDACTED]>  
**Sent:** Friday, July 20, 2018 5:43 PM  
**To:** Karl Buhr <[mayor.buhr@lionsbay.ca](mailto:mayor.buhr@lionsbay.ca)>  
**Cc:** [REDACTED]  
**Subject:** Parking

I think you are aware of the feeling of the residents on Periwinkle Place regarding parking. When the sun shines and the temperature rises young people head to the Kelvin Grove beach to go cliff jumping. While there is insufficient parking near the beach, I don't think there is an answer for that, they come up here to park and walk down to the beach. We have very young children on the street who play here constantly. Additional traffic who aren't aware, or don't care about the children could at some point result in a horrible accident.

We have requested a sign at the end of our street indicating resident parking only. Have you been able to discuss this, and when can we expect it to happen. Do we need to take Ip a petition?

Regards  
Marion Maxwell

Sent from my iPad

**From:** [Lions Bay Reception](#)  
**To:** [Agenda](#)  
**Subject:** FW: Parking permit stickers  
**Date:** Thursday, August 02, 2018 11:53:36 AM

---

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

From: Laszlo George [REDACTED]  
Sent: Wednesday, August 01, 2018 6:48 PM  
To: Lions Bay Reception <[reception@lionsbay.ca](mailto:reception@lionsbay.ca)>  
Subject: Parking permit stickers

August 1st 2018

Dear Mr. Mayor and Council,

Please note that I have trimmed the parking decal,

I have cut off the fine print, the information that it is a Lions Bay automobile.

I do not wish to advertise where I live.

I have left the parking permit and the expiration date

Hope it is acceptable .

Sincerely,.

Laszlo George  
[REDACTED]

**From:** [Lions Bay Reception](#)  
**To:** [Agenda](#)  
**Subject:** FW: Parking, public defecation and the decline of civility  
**Date:** Tuesday, August 07, 2018 10:31:51 AM  
**Attachments:** [ATT00001.txt](#)  
[ATT00002.txt](#)

---

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

From: Max Wyman [REDACTED]  
Sent: Monday, August 06, 2018 10:18 PM  
To: Karl Buhr <[mayor.buhr@lionsbay.ca](mailto:mayor.buhr@lionsbay.ca)>; Village of Lions Bay <[epost@lionsbay.ca](mailto:epost@lionsbay.ca)>  
Cc: [REDACTED]  
Subject: Parking, public defecation and the decline of civility

Mr. Mayor and Village folks:

Things are getting dire down here at the end of Lions Bay Avenue. Attached below is photo evidence that people are using the Lions Bay Avenue turnaround as a public bathroom. Urinating is one thing, though repulsive enough; this is quite another.

At one point today (Monday August 6) three vehicles (none with Lions Bay stickers) were parked in the turnaround, as the other photo shows. Another was nosing around for space. We called the by-law officer and she attended promptly; two left quickly and the other was ticketed.

They were parked there because they were using the open gate in the fence at the easement beside the sluiceway (a) for access to the sluiceway for kayak sliding and (b) for access to the base of the sluiceway for sunbathing.

A handful of boat owners whose vessels are anchored in the little bay here have used that access for years to get to their dinghies, which they store there.

This was fine when there was a lock on the gate to which only they had keys. However the lock has in recent months been consistently broken or cut off by people wanting access and believing they are entitled to it. In fact it is a government easement, though there is no posted indication that would let them know that. (The previous owner of the neighbouring property had some kind of lease with Highways on the space and agreed to the boat folk passing through; the current owner is never around.)

Unfortunately the place has now become a regular hangout for village teens and others, with the inevitable smoking-

up and drinking and the inevitable garbage.

Here's my main concern: Sooner or later we're going to have a disaster on our hands--injured kayaker, forest fire (kids have a couple of beers and they couldn't care less about fire hazards from their smoking). Who, incidentally, is on the hook for insurance when the negligence suits are filed--the village? The province?

Also more personally on our minds: the recent upsurge of petty crime in the village. Our house across the bridge is remote enough as it is without the worry that people can make their way onto our property via the mouth of the sluiceway.

We haven't made any formal complaints until now, and we have never called the trespassing kayakers in to the police--as far as we're concerned we live and let live, and they generally behave decently enough when we ask.

But when people block our fire and ambulance access, and defecate on our street, we think it's time for something to be done to control it.

Simplest answer would be to block off the gate. That wouldn't please the boaters. Best alternative: post some version of a "private land/restricted access" sign from the village.

Please advise. We're available at any time.

Susan Mertens and Max Wyman



**From:** [Shawna Gilroy](#)  
**To:** [Shawna Gilroy](#)  
**Subject:** FW: Concerns at Brunswick Beach (Sightlines and Dogs Off Leash)  
**Date:** Friday, August 31, 2018 10:30:18 AM

---

**From:** Peter DeJong  
**Sent:** Thursday, August 30, 2018 7:01 PM  
**To:** 'Paula Vendargon' <[REDACTED]>  
**Cc:** Naizam Jaffer <[njaffer@lionsbay.ca](mailto:njaffer@lionsbay.ca)>; Council @ Lions Bay <[council@lionsbay.ca](mailto:council@lionsbay.ca)>; Shawna Gilroy <[office@lionsbay.ca](mailto:office@lionsbay.ca)>  
**Subject:** RE: Concerns at Brunswick Beach (Sightlines and Dogs Off Leash)

Hi Paula:

Thank you for your clarification. I will discuss the matter further with the Public Works Manager and get back to you. Thanks.

**Peter DeJong**, BA, LLB, CRM  
*Chief Administrative Officer*

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

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**From:** Paula Vendargon [REDACTED]  
**Sent:** Thursday, August 30, 2018 6:57 PM  
**To:** Peter DeJong <[cao@lionsbay.ca](mailto:cao@lionsbay.ca)>  
**Cc:** Lions Bay Bylaw Officer <[bylaw@lionsbay.ca](mailto:bylaw@lionsbay.ca)>; Naizam Jaffer <[njaffer@lionsbay.ca](mailto:njaffer@lionsbay.ca)>; Council @ Lions Bay <[council@lionsbay.ca](mailto:council@lionsbay.ca)>; Shawna Gilroy <[office@lionsbay.ca](mailto:office@lionsbay.ca)>  
**Subject:** RE: Concerns at Brunswick Beach (Sightlines and Dogs Off Leash)

Hello Peter,

I am not referring to the intersection, I am referring to the hedge that has been planted all along the road leading to our house at 24 Brunswick.

I hereby request that somebody come and meet me at the property and go for a drive with me.

I am not complaining about my view being obstructed, I am talking about a dangerous situation.

Damage to a car due to a collision can be repaired, a child on a bike, who get's hit by a car, can not!

I will make myself available with a 24 hour notice, please let me know when we can meet on site.

Thank you,

**Paula Vendargon**



2996 Lonsdale Ave.

North Vancouver, B.C. V7N 3J4

[www.vendargon.com](http://www.vendargon.com)

604-626-1649



---

**From:** Peter DeJong <[cao@lionsbay.ca](mailto:cao@lionsbay.ca)>

**Sent:** August-30-18 6:44 PM

**To:** Paula Vendargon <[REDACTED]>

**Cc:** Lions Bay Bylaw Officer <[bylaw@lionsbay.ca](mailto:bylaw@lionsbay.ca)>; Naizam Jaffer <[njaffer@lionsbay.ca](mailto:njaffer@lionsbay.ca)>; Council @ Lions Bay <[council@lionsbay.ca](mailto:council@lionsbay.ca)>; Shawna Gilroy <[office@lionsbay.ca](mailto:office@lionsbay.ca)>

**Subject:** RE: Concerns at Brunswick Beach (Sightlines and Dogs Off Leash)

Hi Paula:

I'm sorry, I was mistaken about the no dogs at Brunswick Beach. I see that they are prohibited there under our Animal Control Bylaw.

With respect to the intersection at 27 Brunswick Beach Road, the property boundary is a bit deceiving in this case. The northeast corner of this property is paved over and the hedge in question is actually about 10 feet in from the northeast corner of the property line so well in keeping with the requirements of the zoning bylaw. To the best of our knowledge, this intersection has never been signed, but we have noted your concerns and will continue to monitor it. Thank you.

**Peter DeJong**, BA, LLB, CRM  
*Chief Administrative Officer*

**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  
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---

**From:** Paula Vendargon [REDACTED]  
**Sent:** Thursday, August 30, 2018 5:33 PM  
**To:** Peter DeJong <[cao@lionsbay.ca](mailto:cao@lionsbay.ca)>  
**Cc:** Lions Bay Bylaw Officer <[bylaw@lionsbay.ca](mailto:bylaw@lionsbay.ca)>; Naizam Jaffer <[njaffer@lionsbay.ca](mailto:njaffer@lionsbay.ca)>; Council @ Lions Bay <[council@lionsbay.ca](mailto:council@lionsbay.ca)>; Shawna Gilroy <[office@lionsbay.ca](mailto:office@lionsbay.ca)>  
**Subject:** RE: Concerns at Brunswick Beach (Sightlines and Dogs Off Leash)

Hello Peter,

3 weeks ago, you responded to my e-mail.  
Kindly update me on the visibility situation due to the hedge at 27 Brunswick.  
Has anyone come out to see? Is there a plan?  
Since I contacted you, I have had 2 very close encounters with a vehicle suddenly in front of me, out of nowhere! I am thinking of leaning on the horn in my car every time I enter this hazardous area, hoping to alert who ever may be coming around the corner.

Regarding dogs on the beach, I am confused, you are telling me “there is no restriction provided the dog is on a leash” yet, at the entrance to the public beach access, there is a sign that says: no dogs beyond this point and it’s a pretty official looking sign, not a homemade one!  
Please clarify,

Thank you in advance,

**Paula Vendargon**



2996 Lonsdale Ave.  
North Vancouver, B.C. V7N 3J4  
[www.vendargon.com](http://www.vendargon.com)  
604-626-1649



---

**From:** Peter DeJong <[cao@lionsbay.ca](mailto:cao@lionsbay.ca)>  
**Sent:** August-10-18 4:27 PM  
**To:** [REDACTED]  
**Cc:** Lions Bay Bylaw Officer <[bylaw@lionsbay.ca](mailto:bylaw@lionsbay.ca)>; Naizam Jaffer <[njaffer@lionsbay.ca](mailto:njaffer@lionsbay.ca)>; Council @ Lions Bay <[council@lionsbay.ca](mailto:council@lionsbay.ca)>; Shawna Gilroy <[office@lionsbay.ca](mailto:office@lionsbay.ca)>  
**Subject:** Concerns at Brunswick Beach (Sightlines and Dogs Off Leash)

Hello Paula:

Thanks for your email, which has been passed along to me for response. We will review the hedge situation at 27 Brunswick Beach Road and determine options. With respect to dogs on the beach at Brunswick, there is no restriction provided the dog is on a leash. Clearly, the one interrupting your evening wasn't but, as you note, we do not have officers on duty 7 days per week. Our officers do enforce leash laws from Friday afternoon to Sunday evening (or holiday Monday evenings), and have been copied on this email. I suspect that the next Council will have a discussion about the budget allocation for bylaw enforcement next year. Again, thank you for bringing these matters to our attention.

**Peter DeJong**, BA, LLB, CRM  
*Chief Administrative Officer*

**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  
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**From:** Paula Vendargon [REDACTED]  
**Sent:** Friday, August 10, 2018 2:16 PM  
**To:** Council @ Lions Bay  
**Subject:** concerns at Brunswick Beach

To the Council at Lions Bay,

Paula Vendargon, I live at 24 Brunswick Road

I have a major concern about road safety. In the past, I have called Dave Butler and asked that he come and take a look at the cedar hedge that was planted along the road, right on the edge of the property of 27 Brunswick Road. As the hedge now has filled in, it has created a blind corner and it's a hope and a prayer every time I come and go, that no vehicle or person is coming the other way. I have now been confronted with oncoming vehicles, nothing happened because I do not drive the 40 km speed limit you posted. I have faced children on bikes coming around the bend. Please don't wait to deal with this until an accident happens.

Please let me know if this is not a matter that you can deal with, I will contact ICBC Road Safety and ask for help.

As we have to live with the crowds that descend upon us during the summer and all the unconsidered behaviour that comes with it, there are times when the bylaws in place need to be enforced!

I called the bylaws officer last evening, looking for someone to deal with the very large dog that was brought to the beach in front of our patio, in and out of the water, the owners throwing big sticks. Great fun for them, not for us! I was unable to reach anyone, not even a chance to leave a message as the mailbox was full, I was asked to email! What good is that?

People know that nobody is around to enforce the bylaws and they do as they please. Please have bylaw enforcement in place every day, for at least the summer month.

I look forward to hearing from you and thank you in advance for addressing my concerns.

Thank you,

**Paula Vendargon**



2996 Lonsdale Ave.

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Intentionally Blank

# **ON-TABLE ITEMS**

**From:** [Ron McLaughlin](#)  
**To:** [Shawna Gilroy](#)  
**Cc:** [Council @ Lions Bay](#)  
**Subject:** Fw: Village signage  
**Date:** Monday, September 03, 2018 12:18:12 PM

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[REDACTED]

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**From:** Tony Cox [REDACTED]  
**Sent:** Sunday, September 2, 2018 1:21 PM  
**To:** Ron McLaughlin  
**Subject:** FW: Village signage

Hello Ron,  
This has come as a surprise to most people.  
Why is spending all this money on signage necessary?  
Hope it can be resolved soon.

Thanks  
Tony

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**From:** Lisa [mailto:[REDACTED]]  
**Sent:** September 2, 2018 9:12 AM  
**To:** [REDACTED]

[REDACTED] Fwd: Village signage

Ok you guys - Here is my take in this and I don't live there any more - I suggest someone say something please or your silence means Approval and this mayor does as he pleases as we have seen and erasing the past logo and history should not be his legacy.

He has already left a legacy of no library, no swim lessons, no more ppp playschool now for profit, no daycare, and no residents parking at KG beach...among other things like a \$4000 Australian shower at the beach and \$7,000 of electrical at a bus stop at the hall, so please put in your 2 cents or you now will forever be seen as

lions bay on all municipal signage and letterhead.

Lisa

Forgive typos this was sent from tiny little iPhone keys

Begin forwarded message:

**From:** Lisa [REDACTED]  
**Date:** September 2, 2018 at 9:04:53 AM PDT  
**To:** [council@lionsbay.ca](mailto:council@lionsbay.ca), [feedback@lionsbay.ca](mailto:feedback@lionsbay.ca)  
**Subject:** Village signage

I was forwarded the Village Signage report and am shocked. A Place always has a capital letter and to have all lower case is insulting to our sense of place.

I also cant help but notice that the Village Flag and even the word Village is omitted from signage as your mayors friends idea of municipal branding...

Why have you spent \$5000 on this report and do you have any idea how much it will cost to implement a change to all signage and letter head when there is absolutely nothing wrong with what you have. Why has so much time been spent in this, was the idea even tendered or just awarded to a former college of the mayor - heaven forbid you invite the arts council to help solicit ideas.

To have zero capitals, not even the Villages legal name on the material and to disrespect the flag of the community by not including it is shocking and a total lack of understanding of the history of this amazing Village and the spirit of its coat of arms.

Please do not approve this - it's a frivolous waste of time, make work project that will cost the tax payers handsomely for something that has zero character or charm. Both things that Lions Bay was built and used to be.

Sincerely Lisa Turpin former resident, who actually cares.

Forgive typos this was sent from tiny little iPhone keys

**From:** [REDACTED]  
**To:** [Council @ Lions Bay](#)  
**Subject:** Community signage  
**Date:** Saturday, September 01, 2018 8:53:49 AM

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Council

Please do not get rid of our precious Lions Bay logo – it has so much history and is a wonderful representation of Lions Bay

Thank you  
Susan Loutet

**From:** [REDACTED]  
**To:** [Council @ Lions Bay](mailto:Council@LionsBay)  
**Subject:** re: Lion's Bay style guide  
**Date:** Friday, August 31, 2018 4:50:31 PM

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Hello,

The new Lion's Bay wordmark with The village of looks great (from a graphic designer's point of view).

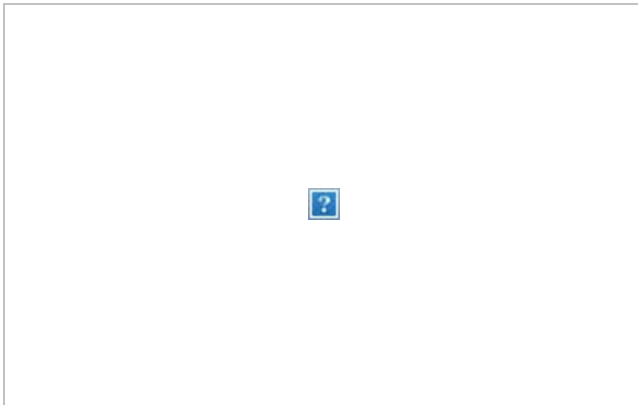
Nice work!

Cristina Viviani

**From:** [REDACTED]  
**To:** [Council @ Lions Bay](#)  
**Subject:** Signage  
**Date:** Friday, August 31, 2018 5:14:16 PM  
**Attachments:** [PastedGraphic-26.png](#)

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Hello,  
This new lettering looks modern and good.  
We would vote for blue collar rather than black.  
Thanks



**Marek Sredzki**

[REDACTED]  
[Vancouver, BC, Canada](#)

**From:** [REDACTED]  
**To:** [Council @ Lions Bay](#)  
**Subject:** Signage suggestion to include the VoLB Coat of Arms  
**Date:** Saturday, September 01, 2018 12:22:45 PM

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Dear Council,

In consideration of the Lions Bay new signage, I suggest that the Village of Lions Bay Coat of Arms be added in the upper right or left corner, just as it is located on the Lions Bay Trail signage.

With the Village of Lions Bay Coat of Arms on each sign, it would provide a consistent symbol of the Village of Lions Bay and a strong sense of community and community pride.

This is a very laudable project.

Thank you to Council for the time and thought on this project.

Sincerely,

Brenda Broughton, MA, RCC

[REDACTED]  
[REDACTED]

**From:**   
**To:** [Council @ Lions Bay; Lions Bay Feedback](mailto:Council@LionsBay.com)  
**Subject:** Village signage  
**Date:** Sunday, September 02, 2018 9:06:18 AM

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I was forwarded the Village Signage report and am shocked. A Place always has a capital letter and to have all lower case is insulting to our sense of place.

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To have zero capitals, not even the Villages legal name on the material and to disrespect the flag of the community by not including it is shocking and a total lack of understanding of the history of this amazing Village and the spirit of its coat of arms.

Please do not approve this - it's a frivolous waste of time, make work project that will cost the tax payers handsomely for something that has zero character or charm. Both things that Lions Bay was built and used to be.

Sincerely Lisa Turpin former resident, who actually cares.

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**Lions Bay's logo,** called the flag by some, shows African lions, a pun on our

name, which likely arose when our bay was the drop-off point for hikes to the Lions Peaks. These were so named for a supposed resemblance to 4 lion statues in London's Trafalgar Square (seen from Vancouver; the peaks can't be seen from the Village). I would seek to not perpetuate this colonial reference. The seagull is the logo of the defunct newsletter, not mountains, and I wonder if we even have the rights to it). The wavy bars may arise from the coat of arms. This logo makes no reference to our mountains or forests, and doesn't say Lions Bay.



**Lions Bay's coat-of-arms** was granted in 2007. Paraphrasing the grant, the shield's blue background and yellow waves symbolise the setting sun on the waters of

Howe Sound. The two crouching white lions represent the snow-capped Lions peaks, after which the village is named. The bear symbolising the area's natural heritage is holding a spray of wild columbine, the village's official flower. The cougars with collars of wild columbine allude to our name and more obscurely to the animal associated with St. Mark, whose Vancouver church established a summer camp that was one of the earliest settlements at Lions Bay. The rocky base represents the nearby mountains. The motto indicates the character of the village's setting, drawing on the motto of British Columbia, Splendor Sine Occasu (Splendour Without Diminishment; I have long contended that the motto should be "Serenity in Splendour" but am not going to argue the toss with the Chief Herald of Canada).

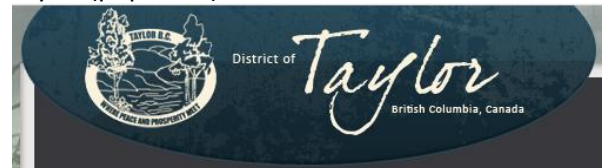
Here are comparable communities' logos:



Keremeos (pop 1502)



Taylor (pop 1469)



Harrison Hot Springs (pop 1468)



Telkwa (pop 1327)



Gold River (pop 1212)

