



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF LIONS BAY HELD ON TUESDAY, JANUARY 22, 2019 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)**
 - A. Mr. Azordegan – Road Safety, Parking Lots, Signage and Filming Policy (Page 5)
5. **Review & Approval of Minutes of Prior Meetings**
 - A. Regular Council Meeting – December 18, 2018 (Page 7)
 THAT the Regular Council Meeting Minutes of December 18, 2018 be approved as circulated.
 - B. Special Council Meeting – January 4, 2019 (Page 17)
 THAT the Special Council Meeting Minutes of January 4, 2019 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
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	CAO DeJong
63	December 18, 2018	R1: Patrick Craig – Lions Bay Beach Park Renewal – CAO DeJong to respond	CAO DeJong
64	December 18, 2018	R2: Karl Buhr – Changing Highway 99 Speed Limits – Mayor McLaughlin to advise Mr. Buhr of Council's policy decision	Mayor McLaughlin
65	December 18, 2018	R4: Jon Povill – Climate Change Mitigation –	CAO DeJong

		CAO DeJong to respond to request for delegation and make arrangements for a suitable Council meeting in the New Year	
66	December 18, 2018	R5: Rod Baker - \$40,000 RCMP – Mayor McLaughlin to respond	Mayor McLaughlin

8. Reports

A. Staff

- i. CAO: Verbal Update re. Supplemental Policing Program
- ii. CAO: Verbal Report re. Letter of Intent – New Horizons Services for Seniors
- iii. CAO: Request for Decision – Media Training (Page 19)
 Recommendation:
 (1) THAT staff proceed with arranging media training with Therese Mickelson for:
 (a) \$1500 for a ½ day basic training session for all of Council (plus CAO, CFO and PWM); and
 (b) \$950 for a 2 hour, one on one session for Mayor McLaughlin.
 Plus GST (and expenses, if any)

 (2) AND THAT the CAO be authorized to execute a contract with Mickelson Consulting Inc.
- iv. CFO: BDO Planning Report (Page 27)
 Recommendation: THAT the Information Report “BDO Planning Report” be received for information purposes.
- v. CFO: 2019 Draft Water, Sewer, and Solid Waste Budgets (Page 71)
 Recommendation: THAT the report “2019 Draft Water, Sewer and Solid Waste Budgets” be received for information purposes.
- vi. CAO: Partnering Agreement with Saplings Outdoor Program Inc. (Page 79)
 Recommendation:
 (1) THAT the Partnering Agreement with Saplings Outdoor Program Inc. be approved subject to:
 (a) notice being published in accordance with sections 24 (1) (d) and 94 of the Community Charter;
 (b) publication of the notice being provided in accordance with section 94 (4) of the Community Charter through the Village Update electronic newsletter, which Council considers to be

reasonably equivalent to that which would be provided by newspaper publication if it were practicable; and
 (c) provision of an opportunity to be heard for any residents opposed to the proposed agreement.

(2) THAT the Mayor and Corporate Officer be authorized to execute the Partnering Agreement subject to fulfillment of the conditions set out in the first resolution above.

- vii. CAO: Emergency Program Coordinator Update (Verbal)
- viii. CAO: Emergency Management BC Webinar (Verbal)

B. Mayor

- i. Meeting with MLA Sturdy & MP Goldsmith-Jones (Verbal)
- ii. Lions Bay Beach Park Grant Application (Verbal)
- iii. Councillor Village Update Articles (Verbal)
- iv. Advice of Pending Meeting with Furry Creek (Verbal)
- v. Missing Person (Verbal)
- vi. LGLA Conference January 15-17 (Verbal)
- vii. E-Comm Board Representative (Verbal)

C. Council

- i. Councillor Bain: Community Policing Public Information Meeting (Verbal)

D. Committees – None

E. Emergency Services

- i. RCMP Monthly Report (Page 89)
 Recommendation: THAT the RCMP Monthly Report be received.

9. Resolutions

10. Bylaws

- A. Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 555, 2018 – Adoption (Page 91)
 Recommendation: THAT Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 555, 2018 be adopted.
- B. Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018, Amendment Bylaw No. 556, 2018 – Adoption (Page 123)
 Recommendation: THAT Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018, Amendment Bylaw No. 556, 2018 be adopted.

11. Correspondence

- A. List of Correspondence to January 17, 2019 (Page 143)

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

12. New Business

- A. Encroachment Agreement: 253 Bayview Road (Page 169)

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

14. Closed Council Meeting

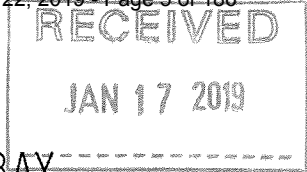
THAT the meeting be closed to the public on the basis of matters to be considered under the following sections of the *Community Charter*:

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:

- b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;
- e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act;

15. Reporting Out From Closed Portion of Meeting

16. Adjournment



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

DELEGATION REQUEST FORM

Please forward your Delegation Request Form to the Village Office by 12:00 pm, the Thursday prior to the regular Council meeting. Delegations may speak for a maximum of 10 minutes total.

Today's Date: Jan 15, 2019 Council Meeting Date: Jan 22, 2019 at 7:00 PM

SUBJECT OF DELEGATION I wish to speak before the Council regarding:

Lower Kelvin Grove Issues (e.g. Road safety, Parking lots, Signeage, Filming policy)

SUPPORTING MATERIAL I will provide additional information in advance of the Council meeting:
(by 12:00 pm the Thursday prior to the Council meeting so that the material can be included in Council package.)

Filming and parking material have already been sent several times to the council. This is follow up and to ensure the councils have defined imitigation strategies around each of these issues.

ACTION. The specific action I would like Council to take is:

Determine mitigation approach for filming policies, parking lot issues and also safety of the LKG road

NAME AND ADDRESS OF SPEAKER FOR THE DELEGATION:

Name: Kambiz Azordegan

Signature: [Redacted Signature]

Organization (if any): _____

Address: P.O. [Redacted] Lions Bay, B.C

Phone: [Redacted] Fax: _____

Email: [Redacted]

Note: A telephone number (where a message can be left with a person or voicemail), fax number or email address is required so that we can contact you in a timely manner.

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**REGULAR MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON TUESDAY, DECEMBER 18, 2018 at 7:00 PM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY**

MINUTES

In Attendance:

Council: Mayor Ron McLaughlin
Councillor Neville Abbott
Councillor Fred Bain
Councillor Norm Barmeier
Councillor Jaime Cunliffe

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

Delegations: 1

Public: 9

1. Call to Order

Mayor McLaughlin called the meeting to order at 7:01 p.m.

2. Adoption of Agenda

Moved/Seconded

THAT item 8Cii – Councillor Bain: TransLink Meeting Discussion be added; and

THAT the agenda be adopted, as amended.

CARRIED

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

A. Brenda Broughton

Ms. Broughton thanked Council and CAO DeJong for the discussion two weeks ago and for the thoughtful debate and for bringing a policy forward with respect to the highway 99 matters.

B. Michael Broughton

Mr. Broughton indicated he had served on the Highway Advisory Group from start to finish and thanked Council for the previous motion at the last meeting. He wished to remind them that sound mitigation and safety are two important aspects of the highway. He discussed the three key items which were advocated for while on the Highway Advisory Group, being quiet pavement, sound walls and highway speed to remain at 60 km/h based on the sound level generated by that speed. He submitted that any increase in the speed limit would be inconsistent with the work of the Highway Advisory Group.

Audio: 00:06

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

A. Ruth Simons and Fiona Beaty – Howe Sound Community Forum

Ms. Simons and Ms. Beaty gave a presentation on initiatives of the Howe Sound Community Forum, in particular the Howe Sound Biosphere Region Initiative. They encouraged the Village of Lions Bay to continue their participation at the forums which take place twice a year and to consider a budget for hosting a forum in the next four years. They discussed the letter of support passed by Council in 2006 regarding the Howe Sound Biosphere Region Initiative's nomination to have Atl'Kitsem/Howe Sound designated as a Biosphere Reserve under UNESCO's "Man and the Biosphere" program. Lastly, Ms. Beaty, Project Director for the Marine Reference Guide, discussed the ongoing work with the Oceanwatch Task Force and Marine Reference Guide and requested continued participation on the Task Force and with the project development. Ms. Simons also noted that the minutes to previous meetings are accessed through a Google drive which only members have access to but can be retrieved for others if interested.

Audio: 00:23

5. Review & Approval of Minutes of Prior Meetings

A. Regular Council Meeting – December 4, 2018

The following was amended:

- Item 6, first bullet – In the second sentence after "Councillor Abbott clarified", add the words "this was not a conflict of interest and"

Moved/Seconded

THAT the Regular Council Meeting Minutes of December 4, 2018 be approved as amended.

CARRIED

6. Business Arising from the Minutes

Item 6, second bullet – Councillor Bain queried what “other options” meant and it was clarified that the intent was to establish to a base degree that that there are no substantive concerns with respect to environmental contamination and to use the information to persuade CN that we do not need \$10,000,000 worth of liability insurance.

7. Unfinished Business

A. Follow-Up Action Items from Previous Meetings

#	Meeting Date	Description of Action Item	Action
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	Waiting on new agreement – in progress
59	September 4, 2018	R4: Gate at End of Lions Bay Avenue – Max Wyman – CAO DeJong to respond	Completed
60	December 4, 2018	G1: Development Inquiry – CAO to follow up with Mr. Zhang	Completed
61	December 4, 2018	R2: Dawn Mitchell – Lions Bay School – Councillor Cunliffe to follow up PAC meeting with article in Village Update	Completed
62	December 4, 2018	R3: Tamara Leger – 2019 Lions Bay Cultural Funding Grant Notification Process – staff to respond to Ms. Leger	Completed

Audio: 00:27

8. Reports

A. Staff

i. CAO: Council Policy re. Highway 99 Through Lions Bay

CAO DeJong provided additional information received from Ministry of Transportation and Highways (MOTI) staff advising they are of the view that 60 km/h through Lions Bay is too slow because there is a greater range of actual speeds than what their engineering parameters call for; therefore, regardless of whether Lions Bay had been advocating or not for an increase from 60 km/h to 70 km/h, they recommend that the base speed limit be set at 70 km/h, but would certainly take any change of Council’s position into consideration. The increased speed would provide for a smaller, more consistent range of speeds, given that the median speed of 85% of southbound traffic is 85 km/h and of northbound traffic is 90 km/h. It was also advised that they would look at different parameters for Average Speed-Over Distance and determine what is appropriate, if the Province were to move forward with a trial.

Council discussed the matter and amended paragraph 5 of Policy No. 1803 – Council Policy re. Highway 99 Through Lions Bay to read as follows:

5. Notwithstanding that MOTI supports an increase of the base speed limit through the Village of Lions Bay from 60 km/h to 70 km/h, the Municipality opposes any increase in the base speed limit of 60 km/h through the Village.

Moved/Seconded

THAT Policy No. 1803 – Council Policy re. Highway 99 Through Lions Bay be adopted as amended.

CARRIED

Audio: 00:47

ii. CAO: Village of Lions Bay Model Code of Conduct

Moved/Seconded

THAT Council adopt the Village of Lions Bay Code of Conduct.

Councillor Abbott recommended the following changes:

- Section D, bullet 2 – insert the words “of this Code of Conduct” between the words “values” and “collectively”;
- Section D, add a 6th bullet as follows: “Members will uphold the public interest, serving citizens diligently to make decisions in the best interest of the community.”

AMENDING MOTION:

Moved/Seconded

THAT the Village of Lions Bay Code of Conduct be amended as follows:

- Section D, bullet 2 – insert the words “of this Code of Conduct” between the words “values” and “collectively”;
- Section D, add a 6th bullet as follows: “Members will uphold the public interest, serving citizens diligently to make decisions in the best interest of the community.”

CARRIED

AMENDED MOTION

Moved/Seconded

THAT Council adopt the Village of Lions Bay Code of Conduct, as amended.

CARRIED

Audio: 01:00

iii. CFO: 2019 Finance Workplan

Council reviewed the 2019 Finance Workplan.

Moved/Seconded

THAT the report “2019 Finance Workplan” be received for information purposes.

CARRIED

Audio: 01:05

B. Mayor

i. Councillor Cunliffe and Mayor McLaughlin are meeting with the Lions Bay Elementary School PAC Chair and the Principal on Thursday. Mayor McLaughlin advised that the school would like to stay and that Council should do some work in promoting the school to families, starting with a piece in the Village Update, and through the School District.

ii. Mayor McLaughlin advised Council that the TransLink Mayor’s Council appointed him to their Finance and Governance Committee and Metro placed him on their Aboriginal Relations, Climate Action and Electoral Area A committees.

C. Council

i. Council Articles for the Village Update (Verbal)

The following articles will be in upcoming Village Updates:

- January 4, 2019 – Councillor Bain: EPC, EOC, Ambulance Services and Lions Bay Fire Rescue
- January 18, 2019 – Councillor Cunliffe: Lions Bay School, Pre-School, After School Care
- February 1, 2019 – Councillor Abbott: Wood Burning OR Communication
- February 15, 2019 – Councillor Barmeier: Infrastructure Committee
- March 1, 2019 – Councillor Abbott: Topic not covered on February 1st.

ii. Councillor Bain: TransLink Meeting Update

Councillor Bain attended the TransLink Mayor’s Council meeting on December 13th and noted that he was impressed by the form and structure of how the meeting was carried out, that Mayors were respectful albeit items of conflict arose, the Chair did a good job controlling the meeting and the staff provided detailed reports and analysis to assist the decision-making process.

Council discussed communications protocols for responding to media requests being handled by the Mayor or, if the Mayor is not available, the Acting Mayor. The CAO may respond to administrative, operational or technical matters but will otherwise defer to the Mayor or Acting Mayor.

D. Committees

None

E. Emergency Services

None

9. Resolutions

None

Audio: 01:18

10. Bylaws

A. Fees Bylaw No. 497, 2016, Amendment Bylaw No. 554, 2018 - Adoption
 Moved/Seconded

THAT Fees Bylaw No. 497, 2016, Amendment Bylaw No. 554, 2018 be adopted.

CARRIED

B. Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 555, 2018 – Three Readings

This bylaw was amended in anticipation of the new agreement with the District of North Vancouver regarding Bylaw Adjudication Registry.

The following in section 8.2 was amended:

- add “from time to time,” after the word “execute”;
- strike the word “system” and replace with the word “registry”;
- strike the sentence “the District of North Vancouver and such other neighbouring jurisdictions” and replace with “one or more local governments”; and
- strike the word “new” and replace with “most current”.

Moved/Seconded

THAT Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 555, 2018, as amended, be introduced and read three times.

CARRIED

C. Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018, Amendment Bylaw No. 556, 2018 – Three Readings

This amendment addresses an oversight in the definition of “Land Alteration”.

Moved/Seconded

THAT Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018, Amendment Bylaw No. 556, 2018 be introduced and read three times.

CARRIED

11. Correspondence

A. List of Correspondence to December 14, 2018

Moved/Seconded

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

- G1: Fifteen Important Questions to be Asked of TransLink – no action
- G2: Rural Program Eligibility for Village of Lions Bay – no action
- G3: Review of Navigational Risks of LNG Tankers – no action
(Councillor Abbott noted for all that he would be recusing himself from any matters dealing with Woodfibre LNG as he, or his company, has worked for them in the past and may do so again)
- G4: Advancing Women’s Equity in Canada – no action
- G5: Ocean Watch Task Force – Howe Sound – Councillor Bain to attend
- G6: Ocean Watch Task Force – no action
- R1: Patrick Craig – Lions Bay Beach Park Renewal – CAO DeJong to respond
- R2: Karl Buhr – Changing Highway 99 Speed Limits – Mayor McLaughlin to advise Mr. Buhr of Council’s policy decision
- R3: Lions Bay Beach Park Feedback – no action
- R4: Jon Povill – Climate Change Mitigation – CAO DeJong to respond to request for delegation and make arrangements for a suitable Council meeting in the New Year
- R5: Rod Baker - \$40,000 RCMP – Mayor McLaughlin to respond
- R6: Jon Povill – West Coast Environmental Law – See R4

CARRIED

12. New Business

A. Support for Saplings Pre-School (Verbal)

CAO DeJong advised Council that he looked into our ability to meet Sapling’s request to promote their pre-school on our website and in the Village Update; however, they are a business and the Village is unable to promote them without entering into a Partnering Agreement.

Moved/Seconded

THAT the CAO prepare a Partnering Agreement between the Village of Lions Bay and the Saplings Pre-School to bring back to Council for consideration.

CARRIED

Audio: 01:38

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

Brenda Broughton

Ms. Broughton noted that it has been interesting to stay and listen to Council's conversations and thanked them for doing a great job.

14. Closed Council Meeting

Moved/Seconded

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

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

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

CARRIED

The meeting was closed to the public at 8:41 p.m.

The meeting was re-opened to the public at 9:05 p.m.

15. Reporting Out From Closed Portion of Meeting

None

16. Adjournment

Moved/Seconded

THAT the meeting be adjourned.

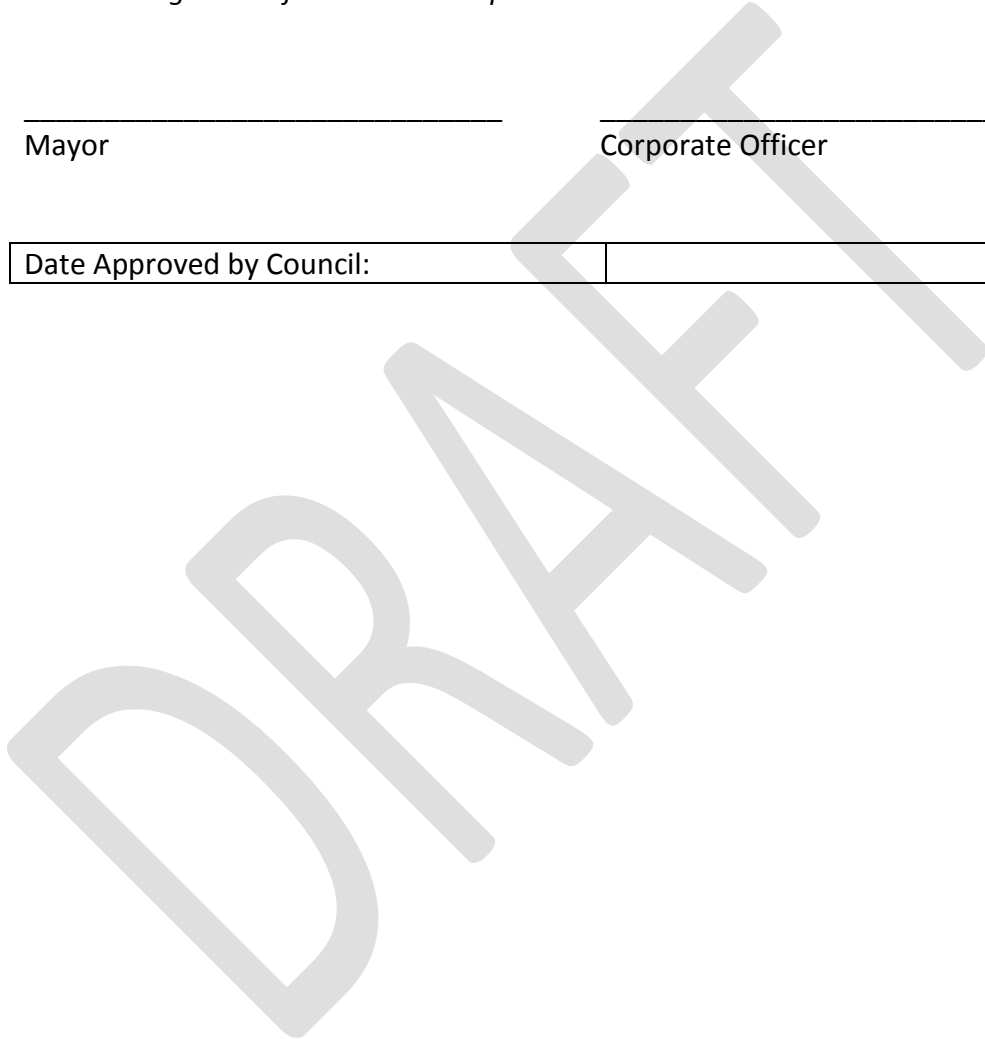
CARRIED

The meeting was adjourned at 9:05 p.m.

Mayor

Corporate Officer

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

**SPECIAL MEETING OF THE COUNCIL
OF THE VILLAGE OF LIONS BAY
HELD ON FRIDAY, JANUARY 4, 2019 at 11:00 AM
COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY**

MINUTES

In Attendance:

Council: Mayor Ron McLaughlin
Councillor Neville Abbott
Councillor Fred Bain

Regrets: Councillor Norm Barmeier
Councillor Jaime Cunliffe

Staff: Chief Financial Officer Pamela Rooke (Acting CAO)
Office Coordinator Shawna Gilroy (Recorder)

Public: 0

1. Call to Order

Mayor McLaughlin called the meeting to order at 11:00 a.m.

2. Adoption of Agenda

Moved/Seconded

THAT item 4B: Block Watch/RCMP – Request to Waive Hall Rental Fees be added; and

THAT the agenda be adopted, as amended.

CARRIED

3. Public Participation

None

4. Resolutions

A. Cancellation of January 8, 2019 Regular Council Meeting

Moved/Seconded

THAT the Regular Council Meeting of January 8, 2019 be cancelled.

CARRIED

B. Block Watch/RCMP – Request to Waive Hall Rental Fees

Ruth Simons, Block Watch Coordinator for Lions Bay, received a request from the Squamish RCMP to host a public meeting to allow residents to connect directly with the RCMP about safety issues in the Village. Ms. Simons requested Council waive the hall rental fees for the purposes of this important public meeting.

Moved/Seconded

THAT Council waive the hall rental fees and insurance fees for the purposes of Block Watch and the Squamish RCMP hosting a public meeting in early 2019.

CARRIED

5. Public Questions & Comments

None

6. Adjournment

Moved/Seconded

THAT the meeting be adjourned.

CARRIED

The meeting was adjourned at 11:04 a.m.

Mayor

Corporate Officer

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

Type	Request for Decision		
Title	Media Training		
Author	Peter DeJong	Reviewed By:	
Date	January 17, 2019	Version	
Issued for	January 22, 2019 Council Meeting		

Recommendation:

- (1) THAT staff proceed with arranging media training with Therese Mickelson for:
- (a) \$1500 for a ½ day basic training session for all of Council (plus CAO, CFO and PWM); and
 - (b) \$950 for a 2 hour, one on one session for Mayor McLaughlin.
- Plus GST (and expenses, if any)
- (2) AND THAT the CAO be authorized to execute a contract with Mickelson Consulting Inc.

Attachments:

Quote for Media Training and Consulting from Mickelson Consulting Inc.

Key Information:

Communications is a key component of Council's strategic priorities and dealing with the media is an important part of the role of the Mayor and, when necessary, the Acting Mayor. Management staff may also be called upon from time to time to speak to technical or operational matters of the organization. All potential spokespeople of the Municipality should be trained to respond to media in a professional manner and in a way that always protects the best interests of the Municipality. Therese Mickelson is an excellent, well-qualified communications expert working extensively in the local government field and worked well with staff and the previous Council during the successful infrastructure financing referendum.

Options:

- (1) Approve the recommendations;



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

(2) Delete the ½ day basic training session for all;

(3) Direct staff to explore other options;

(4) Reject the notion of doing any media training.

Preferred Option: Option 1 will provide the Municipality with training that will ensure all potential spokespersons are similarly trained to respond if and when required.

Financial Considerations: This can be allocated to the Council budget for 2019.

Legal Considerations: Media training may assist in preventing persons from inadvertently saying the wrong thing, which in certain circumstances, may have legal consequences.

Follow Up Action: Per the recommendations, subject to Council direction.

Communication Plan: To be determined.

The logo for Mickelson Consulting Inc. features the word "mickelson" in a bold, black, lowercase sans-serif font, with "CONSULTING INC" in a smaller, blue, uppercase sans-serif font below it. A blue speech bubble icon is positioned to the right of the text.

mickelson
CONSULTING INC

A large, faint, light blue graphic in the background consists of various geometric shapes, lines, and symbols, including a large 'R' in a circle, a speech bubble, and several arrows, creating a complex, abstract design.

Village of Lions Bay

Media Training & Coaching

January 11, 2019

Attention: Peter DeJong
Chief Administrative Officer

The Municipality of the Village of Lions
PO Box 141, 400 Centre Road
Lions Bay, BC VoN 2E0

Submitted by: Mickelson Consulting Inc.

Company Profile & Experience

This quote is being submitted by Mickelson Consulting Inc., with project management and training sessions delivered by Therese Mickelson as Managing Partner. We deliver communication and business management solutions through strategic advice and planning, crisis communication and issues management, creative communication campaigns, community consultation and executive training programs.

We understand local government and strategic communication.

At Mickelson Consulting, we understand local government and the demands on programs, services and resources. We have expertise in strategic communication plan development and implementation, community engagement and consultation, media relations, branding, website development, internal communication and HR branding, event management, and strategic plan and business plan development. As the former Manager Corporate Communications for the City of Coquitlam, Therese Mickelson has an extensive understanding of the issues, opportunities and challenges facing local government and she built the City's communication's strategy and implementation program from the ground up, including roles and responsibilities for communication staff and how to support departments. More recently, Therese has completed service reviews for clients to help them leverage the strengths of their staff, identify gaps and develop customized solutions to improve professional communication programs and services.

Therese has won multiple awards, for her communication work, including recent international, national and provincial awards for the City of Richmond's Green Cart launch. Working as a consultant, Therese has been applying her expertise to help local governments across BC to improve their communication and community engagement. Therese also gains insights into local government through her work as the editor of *Exchange*, the member publication for the Local Government Management Association (LGMA) and as an instructor at the Justice Institute of BC.

We deliver meaningful training with practical exercises and tactics.

Mickelson Consulting offers a range of training sessions and workshops, including media relations and interview skills, how to implement communication strategies, crisis communication and the role of the Information Officer, and social media strategies and tactics. Training sessions are designed to be engaging by including theory and advice interspersed with practical exercises that reinforce tactics participants can be apply in the workplace. Each program is tailored to align with the organization's goals, plans and policies. Mickelson Consulting offers a range of training options to support operational instruction, such as on-camera media interviews, case studies, tabletop engagement and role-playing.

We develop a strategic approach with practical tactics.

Our strategic approach is the foundation for all successful strategic communication and community engagement initiatives. Understanding the organization's needs, objectives and audiences is critical to the development of a successful communication campaign. Collecting input from local audiences is essential and includes citizens, community partners, stakeholder organizations and interest groups, as well as internal audiences. In fiscally responsible environments like local government, it is equally important to factor in limited budgets, opportunities for partnership and the ability to leverage free and low-cost communication tools. The use of social media tools and new web and mobile applications are just a couple examples of how to expand the tool kit with low cost tactics.

We take all of these strategic elements into consideration to create a viable, audience-focused Communications Strategy that engages targeted groups and delivers results-based outcomes that align with the organizational goals and objectives. The Communications Strategy tactics are provided using analysis tools, key message guidelines and policy links where applicable.

We understand policy.

Communication in local government must align with policies and legislative requirements based on the nature of the communication objectives. This includes consideration to the Local Government Act and Community Charter, requirements for the Public Hearing process, and privacy protection and Freedom of Information requirements. There are also policies and procedures for consultation and community input, and media relations guidelines to manage the message and determine appropriate and approved spokespeople. At Mickelson Consulting, we recognize the importance of reviewing and updating policies and procedures to ensure they reflect the changing demands of the community, such as the emergence of social media, and meet requirements for the organization. Policies are designed to provide criteria and guidance that help to ensure the delivery of well-managed communications while protecting the organization.

We are experts in crisis communication.

Over the course of 25 years, Therese has been the crisis communication lead in both the public and private sector. At the City of Coquitlam, she was the Information Officer for multiple emergencies, including activations of the Emergency Operation Centre (EOC), and several EOC and crisis response training exercises. In her role with the City, Therese also led the local communications support component of the TRANSGUARD I training exercise, which was the first in a series of three Transit Security exercises to be held across the country supporting the rail and transit security initiative. As well, Therese was the crisis communications lead for Manitoba Telecom Services (MTS) during EOC activations for the 100-year flood in Manitoba in 1997, and two labour disputes involving work stoppages in 1999.

Project Lead



- Therese Mickelson, Accredited Business Communicator (ABC)
Managing Partner, Mickelson Consulting Inc.
- Bachelor of Journalism (Honours)
Carleton University, Ottawa, Ontario
- Accredited Business Communicator
International Association of Business Communicators (IABC)

Therese Mickelson is an award-winning, internationally accredited senior communicator who has managed a wide range of media, public relations, marketing and strategic communication initiatives in the public and private sectors over the course of more than 25 years. She has a thorough understanding of local government, works extensively with local and regional governments and their communities, and is an experienced trainer and facilitator. Therese is also an instructor at the Justice Institute of British Columbia. References are available on request.

Project Deliverables

Thank you for this opportunity to work with the Municipality of the Village of Lions Bay to provide media training for your organization. This quote includes high-level recommendations for two proposed sessions; however, the training can be tailored to your organization and refined as needed to address organizational requirements.

The sessions are designed to cover the fundamentals of media relations, but will also incorporate activities in a workshop environment to provide practical training. Ideally, these training sessions will incorporate a scenario experienced in your community. Examples of scenarios that work well are issues that have attracted media attention. For the One-on-One Coaching, the practice interview will be recorded on camera and there will be a review of the interviews as an opportunity to provide coaching and feedback.

The following is a summary each session:

Session 1: Basic Media Training (3.5 hours)

Up to 24 participants per session

The session covers the fundamentals of media relations to support positive relationships with media and effective outcomes from interviews, with a focus on Village-specific protocols and scenarios that affect Council and staff.

Training Session Deliverables:

- Provide an overview of who media are, including the context for the different types of media and what they will be looking for to produce their news stories
- Highlight the considerations effective spokespersons
- Provide tips and tactics for effective media interviews, including how to prepare for an interview and effective interview tactics
- Provide overview of crisis communication protocols and how to deal with tough questions
- Provide tips and exercises for developing key messages
- Review media policy requirements and the Village of Lions Bay's protocols (if applicable)

The session includes group activities to build skills, and participants will receive a media tips handout to support effective media relations and a wallet-sized tips card.

Session 2: One-on-One Coaching (2 hours)

One participant per session

Building on the scenario and fundamentals covered in Basic Media Training, this session will focus on skills to integrate key messages into answers to media questions, the use of standby responses and bridging statements to lead the interview and achieve objectives, and other tactics for effective interviews.

Training Session Deliverables:

- Provide advice and direction on how to determine objectives for each interview, develop and integrate key messages into responses, and use standby responses and bridging statements to stay focused on objectives.
- Provide tips and tactics for effective media interviews, including how to prepare for an interview and interview tactics
- Provide one-on-one coaching using on-camera interview with a coaching debrief.

Fees

Summary of Training Deliverables

- Basic Media Training: \$1,500 plus GST
- One-on-One Coaching: \$950 for first session

The fee for all deliverables noted above includes the following:

- Program development for customized training using scenario provided by the Village of Lions Bay, including presentation and exercise materials;

- One page media handout and wallet-sized tips card

Additional Expenses:

Anticipated expenses include mileage and printing of additional materials as required. Disbursements such as any additional print and production requirements outside of those included in the above deliverables will be billed to the Village of Lions Bay based on pre-approval of expense.

Assumptions

It is assumed that the Village of Lions Bay will manage arrangements for the venue, training session supplies (such as flip charts and markers, PA/AV requirements including a projector, screen and speakers that can connect to a laptop), and promotion for all sessions; however, if you require assistance with any of these requirements, we would be happy to provide this service based on time and materials billing at a rate of \$130/hour and any expenses incurred.

Mickelson Consulting will provide the laptop and required connections to the projector for all sessions as well as a video camera with tripod required for the on-camera training.

It is also assumed that the Village of Lions Bay will provide information for the training scenario, such as background information and past media coverage if applicable, established key messages that should be included in the training, and copies of related policies and procedures.

Please note that additional services beyond those outlined in this proposal, such as additional training, strategic communication advice and services, graphic design, printing and other production services, are available if/as required, and would be managed either directly or as a subcontract through Mickelson Consulting Inc., with rates to be determined based on the service required.

Terms of Payment

Mickelson Consulting Inc. will issue an invoice at completion of the project based on the deliverables noted above. Please make all cheques payable to Mickelson Consulting, Inc. Terms are net 30 days, 2% per month — 24% per annum charged on all accounts past due. All taxes are additional, as applicable.

Insurance & Licensing

Mickelson Consulting Inc. carries professional and general liability insurance, business vehicle licensing and WorkSafe BC coverage.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Report to Council		
Title	Information Report – BDO Planning Report		
Author	Pamela Rooke	Reviewed By:	Peter DeJong
Date	January 16, 2019	Version	-
Issued for	January 22, 2019 Regular Council Meeting		

RECOMMENDATION

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

ATTACHMENTS

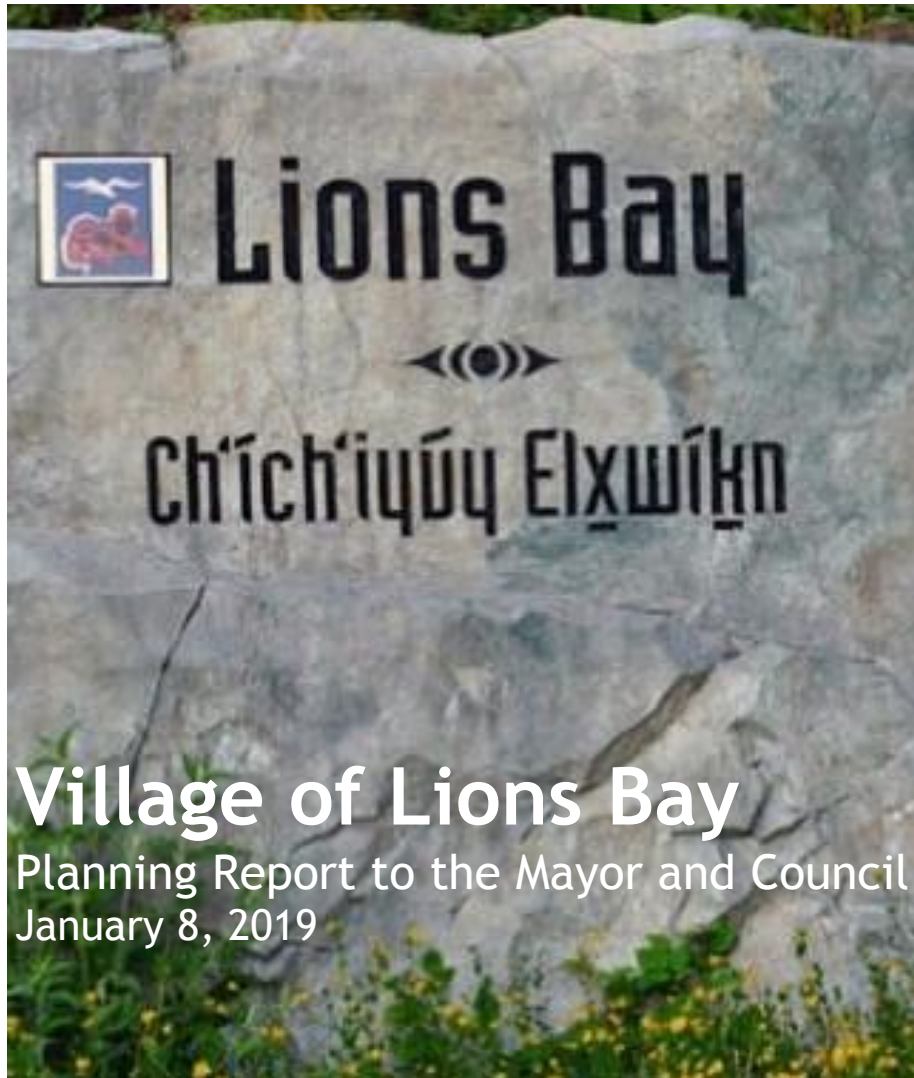
- Village of Lions Bay Planning Report to the Mayor and Council

KEY INFORMATION

As part of the annual audit process, the Village’s external auditor, BDO Canada, issues an audit planning report to Mayor and Council for their review. The report highlights and explains key issues relevant to the audit of the financial statements for the year ended December 31, 2018. The 2018 year-end audit is scheduled for April 15 – 18.

FOLLOW UP ACTION

Staff will be available to respond to any questions at the January 22, 2019 Council meeting.





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

Regular Council Meeting - January 22, 2019 - Page 29 of 186
BDO Canada LLP
600 Cathedral Place
925 West Georgia Street
Vancouver BC V6C 3L2 Canada

Direct Line: 604-443-4716
E-mail: bcox@bdo.ca

January 8, 2019

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

Dear Mayor and Council Members:

We are pleased to present our audit service plan for the audit of the financial statements of the Village of Lions Bay (the "Village") for the year ended December 31, 2018. The purpose of this letter is to summarize our approach, scope, and delivery plan for the engagement.

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

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

Yours truly,

A handwritten signature in black ink that reads 'Bill Cox'. The signature is written in a cursive, flowing style.

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

BC/jaw



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EXECUTIVE SUMMARY



ENGAGEMENT LETTER

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



RESPONSIBILITIES

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

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



ENGAGEMENT OBJECTIVES

- Express an opinion as to whether the financial statements present fairly, in all material respects, the financial position, and results of operations, changes in its net financial assets and cash flows of the Village in accordance with Canadian public sector accounting standards.
- Provide opinions on the C2 - Home Owner Grant/Treasurer/Audit Certificate and the compliance with agreement relating to Part 8 of the School Act (British Columbia).
- Present significant findings to the Mayor and Council including key audit and accounting issues, and any other significant matters arising from our work.
- Provide timely and constructive management letters. This will include deficiencies in internal control identified during our audit.
- Consult regarding accounting, indirect taxes and reporting matters as requested throughout the year.
- Read the other information included in the Village's Annual Report to identify material inconsistencies, if any, with the audited financial statements.



AUDIT STRATEGY

Auditing standards require auditors to document all significant manual and computer systems. Building on this, we plan to focus much of our review of transaction streams using “tests of controls” (compliance procedures) in combination with substantive analytical procedures and detailed testing. Balances will be tested using a combination of compliance procedures and substantive procedures (such as analysis of data and obtaining direct evidence as to the validity of the items).

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



MATERIALITY

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

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

For purposes of our audit, we have set preliminary materiality at \$70,000 for the Village and a preliminary performance materiality (level used for testing) at \$52,500 based on 2% of normalized revenues. In the event that actual results vary significantly from those used to calculate preliminary materiality, we will communicate these changes to Council as part of our year end communication.

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

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



KEY AUDIT AREAS AND PLANNED AUDIT RESPONSES

Based on our knowledge of the Village’s business, our past experience, and knowledge gained from management and Council, we have identified the following key audit areas that, in our judgment, require special audit consideration.

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

KEY AUDIT AREAS AND PLANNED AUDIT RESPONSES (CONTINUED)

Key Audit Area	Comments	Proposed Audit Approach
Management Override of Internal Controls	The Village’s current internal control systems could be subject to an override of existing controls by management resulting in unauthorized transactions or unauthorized adjustments to the accounting records.	Review of significant transactions recorded in the various ledgers for unusual or non-recurring adjustments not addressed by other audit procedures.
Recognition of Revenue	Accounting standards have changed in this area and are complex and open to interpretation. There is a risk that revenue may be incorrectly deferred into future periods.	<p>Grant funding will be confirmed through a review of the agreements, which ensures that the amounts recorded exist, are complete and are recorded accurately.</p> <p>Grant expenditures will also be reviewed to ensure that they meet the requirements per the grant agreement.</p> <p>Other revenues streams also contain revenue recognition issues which will be reviewed in accordance with latest revenue recognition standards.</p>

Other areas that may be considered key audit areas are as follows:

Audit Area	Comments	Proposed Audit Approach
Assets Held for Sale	In the prior year, the Village listed a parcel of land located at 52 Brunswick Beach Road for sale. During the current year, the Village listed another parcel of land located at 35 Kelvin Grove Way for sale. The carrying costs of these parcels of land will be classified as assets held for sale.	We will review the classification and disclosure of assets held for sale. We will ensure the valuation of the assets are appropriate.
Tangible Capital Assets and Accumulated Amortization	With continuous changes in technology and innovation, the useful lives of tangible capital assets owned by the Village will need to be re-evaluated to determine if they are still accurate. This involves a high level of estimation and coordination of the finance department with other departments.	We will perform substantive testing of additions and disposals in the year and amortization calculations. Useful lives of existing assets will be reviewed for changes in estimates, if applicable. Repairs and maintenance ledgers will also be reviewed for possible capital items that have been expensed.
Employee Future Benefits	The Village does not engage an actuary to calculate its sick pay liability. There is a risk that the accrued liability at year end is not appropriately accounted for.	We will recalculate the amount recorded by management, confirm rates and other assumptions used in the calculation, and review the underlying data to determine overall reasonableness.
Staff Salaries	A significant single type of expenditure that covers many employees and departments. As a municipality, this figure is often of particular interest to financial statement users (taxpayers).	Application of computer audit testing to analyze all payroll transactions in the year is a key step to identify unusual payroll relationships for testing. We will also perform systems testing, tests of controls and analytical review of staff salary and levels.
Cash and Investments	Cash planning and investment management are important aspects of good financial controls. Due to its nature, cash and investments are almost always considered to be a risk area in any audit.	Our planned audit procedures include review of reconciliations, substantive testing of transactions and confirmations of end of period balances. We will also review reports on return and investment strategies.



FRAUD DISCUSSION

Canadian generally accepted auditing standards require us to discuss fraud risk with Council on an annual basis. We have prepared the following comments to facilitate this discussion. If you are aware of any instances of actual or suspected fraud, please advise us at bcox@bdo.ca.

Required Discussion	BDO Response	Question to Council
Details of existing oversight processes with regards to fraud.	Through our planning process, and based on prior years' audits, we have developed an understanding of your oversight processes including: <ul style="list-style-type: none"> • Annual Council meeting with management to discuss fraud • Discussions at regular Council meetings and our attendance at those meetings; • Review of related party transactions; and • Consideration of tone at the top. 	Are there any new processes or changes in existing processes relating to fraud that we should be aware of? What are your views of the potential areas of fraud within the Village?
Knowledge of actual, suspected or alleged fraud.	Currently, we are not aware of any fraud.	Are you aware of any instances of actual, suspected or alleged fraud affecting the Village?

Should you have any concerns or information related to this area, we request that you contact us directly.

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



FINAL ENGAGEMENT REPORTING

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

As a result of changes to Canadian Audit Standards our audit report to be issued on the December 31, 2018 financial statements will read somewhat differently from prior years. The Auditing and Assurance Standards Board (AASB) in Canada approved the new and revised auditor reporting standards as Canadian Auditing Standards (CASs) effective for periods ending on or after December 15, 2018.

Highlights of the new auditor’s report in Canada include:

- Re-ordering the contents of the auditors’ report (opinion first);
- Expanded descriptions of responsibilities of management, those charged with governance and the auditors;
- Separate section on “Material Uncertainty Related to Going Concern”, if applicable;
- Separate section on “Other Information” (e.g. annual reports); and
- Disclosure of engagement partner’s name (listed entities only).

Currently, the reporting of key audit matters (KAM) in the auditor’s report is only applicable when required by law or regulation or when the auditor is engaged to do so. Given the U.S. developments, it is expected that KAM reporting will be required for certain listed entities in Canada starting 2020. For non-listed entities, KAM reporting will be optional.

An example of the new form of the report is provided in Appendix A and will be applicable to the Village for its fiscal 2018 audited financial statement.



OTHER MATTERS

Timing	<p>The following schedule has been agreed to with management:</p> <ul style="list-style-type: none"> • December 12 - 14, 2018 - Interim audit fieldwork - completed successfully • April 15 - 21, 2019 - Year end field work • May 2019 - Meet with Mayor and Council to present audit results. • Within 2 days after approval of financial statements - Finalization of draft financial statements
Independence	<p>We confirm that we are independent of the Village as of the date of this letter and a copy of our independence letter is included in Appendix H.</p>
Management Representations	<p>As part of our audit finalization we will obtain written representation from management. The draft representation letter will be included as part of our final report.</p>
New Accounting Standards	<p>Refer to Appendix L for changes in standards.</p>

APPENDIX A - Draft Auditor's Report

Independent Auditor's Report

To the Mayor and Council of the Village of Lions Bay

Opinion

We have audited the financial statements of the Village of Lions Bay (the "Village") which comprise the Statement of Financial Position as at December 31, 2018 and the Statements Operations, Changes in Net Financial Assets, and Cash Flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Village as at December 31, 2018 and its results of operations, changes in net financial assets, and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

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

Other Information

Management is responsible for the other information. The other information comprises the information included in the Annual Report, but does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any for of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

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

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

Chartered Professional Accountants

Vancouver, British Columbia

DATE

APPENDIX B - Communication Requirements

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



APPENDIX C - Your BDO Engagement Team

Name	Title	Email	Phone
Bill Cox, FCPA, FCA	Engagement Partner	bcox@bdo.ca	604.443.4716
Paul Fripp, CPA, CA	Second Partner	pfripp@bdo.ca	604.932.3799
Kayan Yu, CPA, CA	Senior Manager	kayu@bdo.ca	604.646.4417

APPENDIX D - Audit Strategy

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

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

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

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



Based on our risk assessment, we design an appropriate audit strategy to obtain sufficient assurance to enable us to report on the financial statements. We will choose audit procedures that we believe are the most effective and efficient to reduce audit risk to an acceptably low level. The procedures are a combination of testing the operating effectiveness of internal controls, substantive analytical procedures and other tests of transaction details.

We will perform audit procedures maintaining an appropriate degree of professional skepticism, in order to obtain evidence to conclude whether or not the financial statements are presented fairly, in all material respects in accordance with Canadian public sector accounting standards.

It is important that we maintain effective two-way communication with Council throughout the entire audit process so that we may both share information on a timely basis. The audit process will conclude with an audit meeting and the preparation of our final report to Council.

APPENDIX E - Management Responsibilities

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

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

1. Design and implementation of internal controls over financial reporting to enable the preparation of financial statements that are free of material misstatements;
2. Inform the Village's auditors of any deficiencies in design or operation of internal controls;
3. Update the Village's auditors for any material change in the Village's internal controls including if the individual responsible for the controls have changed;
4. Identification of and compliance with any laws, regulations, and/or agreements which apply to the Village;
5. Any adjustments required to the financial statements to correct material misstatements;
6. Safeguarding of assets;
7. Provide the auditor with all financial records, and related data which may be related to the recognition, measurement and or disclosure of transactions in the financial statements;
8. Provide accurate copies of all minutes of the meetings of the Village;
9. Provide timely, accurate information as requested for the completion of the audit;
10. Allow unrestricted access to persons, or information as requested as part of the audit;
11. Notify the auditor of any circumstances which arise between the date the audit work is completed and the approval date of the financial statements that may impact the amounts or disclosures in the financial statements.

Representation Letter

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

APPENDIX F - Council Responsibilities

General Responsibilities

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

Significant Audit Findings

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

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

In addition, we will communicate:

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

APPENDIX G - Engagement Letter



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

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

Direct Line: 604-443-4716
E-mail: bcox@bdo.ca

November 24, 2016

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

Attention: Ms. Pamela Rooke, CPA, CMA

Dear Ms. Rooke, CPA, CMA:

We understand that you wish to appoint us as the auditors of Village of Lions Bay commencing with its fiscal year ended December 31, 2016.

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

William Cox, CPA, CA will be the Engagement Partner for all assurance work we perform for you. The Engagement Partner will call upon other individuals with specialized knowledge to assist in the performance of Services.

Our Role as Auditors

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

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

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

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

**Reporting**

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

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

Role of Management and Those Charged with Governance

You acknowledge and understand that you have responsibility for:

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

Financial Statement Services

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

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

As agreed, we will provide assistance in the preparation of the financial statements.



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

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

Tax Services

Our audit is conducted primarily to enable us to express an opinion on the financial statements. Accordingly, the audit process is not designed to provide us with a full understanding of your tax situation and in particular, to allow us to determine whether the organization has specific tax compliance issues. We will, however, provide advice on an ongoing basis on general income tax matters as requested by you. A separate engagement letter may be issued for significant tax projects. To the extent that tax services requested by you are not covered by a separate engagement letter, the terms of this Agreement shall apply to the tax services.

Additional Services

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

Standard Terms and Conditions

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

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

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

Yours truly,



Chartered Professional Accountants

BC/mkn



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


Village of Lions Bay


Signature

Peter DeJong
Name (please print)

CAO
Position

Feb. 2 / 19
Date


Signature

Pamela Rooke
Name (please print)

CFO
Position

Feb. 2 / 17
Date



Appendix 1
Standard Terms and Conditions

1. Overview and Interpretation

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

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

This Agreement - these Standard Terms and Conditions, the letter to which they are attached, and any supporting schedules or other appendices to the letter

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

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

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

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

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

2. BDO Network and Sole Recourse

2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.

2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.

2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above as if they were a party to this agreement.

3. Respective Responsibilities

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

3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays



or other consequences arising from you not fulfilling your obligations.

4. Working Papers and Deliverables

- 4.1 **Ownership** - Any documents prepared by us or for us in connection with Services belong solely to us.
- 4.2 **Oral advice and draft deliverables** - You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
- 4.3 **Translated documents** - If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.
- 4.4 **Reliance by Third Parties** - Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any third party other than you and any party to whom the assurance report is addressed. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.
- 4.5 **Consent to use the Report** - If we are requested to consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document, we will consider, at the relevant time, providing consent and any conditions applicable to our consent. Our consent must be in writing. In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information is materially inconsistent with the

related financial statements. We will require adequate notice of the request for consent to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost.

5. Confidentiality

- 5.1 We agree to use Confidential Information provided by you only in relation to the services in connection with which the information is provided and we will not disclose the information, except where required by law, regulation or professional obligation. We may, however, give Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing services.
- 5.2 BDO shall be entitled to include a description of services we render to or for you in marketing and research materials and disclose such information to third parties, provided that all such information will be made anonymous and not associated with you. Additionally, we may analyze information on an industry or sector basis for internal purposes or to provide industry/sector wide information to our clients or potential clients. You consent to our using information obtained from you in this way provided that the outputs therefrom will not contain any identifying features that can be attributed to you.



6. Independence

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

7. Offers of Employment

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

8. Professional and Regulatory Oversight

- 8.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this agreement, you provide your consent to us providing our files relating to your engagement

to the practice inspectors for the sole purpose of their inspection.

- 8.2 Certain regulatory bodies may also have the right to conduct investigations of you, including the services provided by us. To the extent practicable and permitted by law, we will advise you of any such investigation request or order prior to providing our working papers.
- 8.3 You agree to reimburse us for our time and expenses, including reasonable legal fees, incurred in responding to any investigation that is requested or authorized by you or investigations of you undertaken under government regulation or authority, court order or other legal process.

9. Privacy and Consents

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



10. Electronic Communications

- 10.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.
- 10.2 Unless BDO is otherwise advised in writing, by executing this agreement you provide BDO with consent to communicate with you electronically, including sending newsletters, publications, announcements, invitations and other news and alerts.

11. Limitation of Liability

- 11.1 In any dispute, action, claim, demand for losses or damages arising out of the services performed by BDO pursuant to this engagement, BDO shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 11.2 Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 11.3 You agree that BDO shall not be liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount no more than the higher of:

- three times the fees paid by you to BDO in the twelve months preceding the incident giving rise to the claim; and
- \$25,000.

- 11.4 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 11.5 You agree claims or actions relating to the delivery of services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.

12. Indemnity

- 12.1 To the fullest extent permitted by applicable law and professional regulations, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:
- a misrepresentation by a member of your management or board of directors, regardless of whether such person was acting in your interest
 - the services performed by BDO pursuant to this Agreement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the gross negligence of BDO. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by your company, failing which,



the matter may be referred to dispute resolution in accordance with the terms of this letter.

13. Alternative Dispute Resolution

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

14. Limitation Period

- 14.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any such claim and in any event no later than two years after the completion of the relevant services. The parties to this Agreement agree that the limitation period established by any limitations act and/or any other applicable legislation shall be considered not to apply (to the extent permitted by law).

15. Intentionally Deleted

16. Termination

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

17. Fees and Billings

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



expenses, our internal charges for certain support activities, and applicable Harmonized Sales Tax, Goods and Services Tax and Provincial Sales Tax.

- 17.4 Our internal charges are calculated at 5% of our professional fees and represent an allocation of estimated costs associated with general office services such as computer usage, telephone charges, facsimile transmissions, postage and photocopying.
- 17.5 Our accounts are due when rendered. BDO may suspend the performance of Services in the event that you fail to pay an invoice when it is due. Interest may be charged at the rate of 12% per annum on all accounts outstanding for more than 30 days.

18. Governing Laws

- 18.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of the province or territory in which BDO's principle Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

19. Entire Agreement and Survival

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

indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.

20. Force Majeure

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

21. Assignment

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

22. Severability

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

APPENDIX H - Independence Letter

January 8, 2019

Mayor and Council
Village of Lions Bay

Dear Mayor and Council Members:

We have been engaged to audit the financial statements of the Village of Lions Bay (the "Village") for the year ended December 31, 2018.

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

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

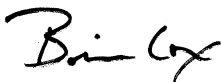
- Holding a financial interest, either directly or indirectly in a client;
- Holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client;
- Personal or business relationships of immediate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

We are not aware of any relationships between the Village and our Firm that, in our professional judgment, may reasonably be thought to bear on independence that have occurred from January 1, 2018 to the date of this letter.

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

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

Yours truly,



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

BC/jaw

APPENDIX I - Circumstances Affecting Timing and Fees

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

Significant Issues

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

Audit Execution

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

APPENDIX J - Auditor's Considerations of Possible Fraud and Illegal Activities

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

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

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

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

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

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

- Inquiry of management, the Board, Council, and others related to any knowledge of fraud, suspected fraud or alleged fraud;
- Perform disaggregated analytical procedures and consider unusual or unexpected relationships identified in the planning of our audit;
- Incorporate an element of unpredictability in the selection of the nature, timing and extent of our audit procedures; and
- Perform additional required procedures to address the risk of management's override of controls including:



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

APPENDIX K - Resources and Services

OTHER BDO RESOURCES AND SERVICES

Indirect tax	<p>Government Entities operating in Canada are impacted by commodity taxes in some way or another. These include GST/HST, QST, PST, various employer taxes, and unless managed properly, can have a significant impact on your organization's bottom line. The rules for Government Entities can be especially confusing, and as a result many organizations end up paying more for indirect tax than they need to.</p> <p>Government Entities must keep on top of changes to ensure they are taking advantage of the maximum refund opportunities. At BDO, we have helped a number of organizations of all sizes with refund opportunities, which can reduce costs for the organization and improve overall financial health.</p> <p>For more information, please visit the following link: https://www.bdo.ca/en-ca/services/tax/commodity-tax-services/overview/</p>
Employer health tax	<p>The NDP government announced a proposed Employer Health Tax (EHT) to take effect starting January 1, 2019. The proposed EHT will impose a payroll tax on employers who meet the payroll threshold and annual payroll tax filing.</p> <p>In advance of detailed legislation to come in the fall, the government recently released additional implementation details.</p> <p>For more information, please visit the following link: https://www.bdo.ca/en-ca/insights/tax/tax-alerts/bc-employer-health-tax-updates-2018/</p>
Employees or subcontractors	<p>Many organizations have been unclear in their agreements with contractors, and left themselves and their contractors exposed to the risk of serious and costly repercussions with the Canada Revenue Agency ("CRA").</p> <p>For more information, please visit the following link: https://www.bdo.ca/en-ca/insights/industries/manufacturing-distribution/employees-or-subcontractors-the-risk-is-in-the-details/</p>
Hiring foreign workers	<p>Many Canadian employers are considering hiring international talent, while others have already hired employees from outside Canada, but are not sure how to keep the employee long-term.</p> <p>For more information, please visit the following link: https://www.bdo.ca/en-ca/insights/tax/weekly-tax-tips/hiring-foreign-workers-canada/</p>

Fraud trends in Canada	<p>Organizations are the target of many types of fraud, such as wire fraud and phishing scams. Both small and large businesses across all industries are affected by either employee fraud or external fraud.</p> <p>For more information, please visit the following link:</p> <p>https://www.bdo.ca/en-ca/insights/consulting/forensic-and-investigative-services/canadian-business-fraud-trends-statistics-2017/</p>
Three critical traits that help board members combat fraud	<p>Board membership carries with it a sense of corporate status and achievement in one’s professional life. It may raise one’s profile in the corporate world and be rewarded by monetary compensation. It may be seen as an avenue to give back to society and to pursue one’s personal interests, such as a cause they feel passionate about - but are there only positives? Is being a director on a board really as rewarding as it sounds?</p> <p>For more information, please visit the following link:</p> <p>https://www.bdo.ca/en-ca/insights/consulting/forensic-and-investigative-services/three-critical-traits-that-help-board-members-combat-fraud/</p>
Employee fraud: a guide for fraud prevention, detection and response	<p>Employee fraud is a serious issue impacting Canadian organizations of all sizes, in all sectors. The impact of employee fraud is not only devastating financially – it can cause lasting reputational damage that many businesses will be unable to overcome.</p> <p>For more information, please visit the following link:</p> <p>https://www.bdo.ca/en-ca/insights/consulting/forensic-and-investigative-services/employee-fraud-prevention-detection-guide/</p>
Strategic planning	<p>Strategic planning is more than refreshing the last plan with new initiatives. The plan will not be well executed if assumptions are not tested. A thorough plan is essential if organizations want to be successful. Without a strategic plan in place, organizations are poised to stumble, and they often do.</p> <p>For more information, please visit the following link:</p> <p>https://www.bdo.ca/en-ca/insights/consulting/strategy-operations/avoid-strategic-planning-pitfalls/</p>
Future enhancements to the Auditors’ Report	<p>As Canada continues its commitment to adopting international standards on auditing, it is important to prepare for the new and revised auditor reporting standards that become effective for audits of financial statements for periods ending on or after December 15, 2018.</p> <p>For more information, please visit the following link:</p> <p>https://www.bdo.ca/en-ca/insights/assurance-accounting/navigating-the-auditor-reporting-journey/</p>

Cybersecurity

Cybersecurity risk continues to rise up the agenda of Canadian organizations. To respond, senior decision-makers need to increase their cyber literacy. In today's environment, making the right decisions depends on knowing the risk, staying current on changes in the threat environment, and understanding competitors' activities.

For more information, please visit the following link:

<https://www.bdo.ca/en-ca/insights/consulting/risk-advisory/cybersecurity-risk-report-2017/>

BDO PUBLICATIONS

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

For additional information on ASNPO and ASPE, including links to archived publications and model financial statements, refer to the link below:

<http://www.bdo.ca/en/library/services/assurance-and-accounting/pages/default.aspx>.

MYPDR

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

Through the MYPDR program, we are committed to providing timely, relevant topics that can support you in meeting your ongoing professional development needs. For more information on the MYPDR program or to register, please visit: <https://www.bdo.ca/en-ca/events/>.

APPENDIX L- Changes in Accounting Standards With Potential to Affect the Village

The following summarizes the status of new standards and the changes to existing standards as of the fall of 2018. The Appendix also reviews Exposure Drafts, Statements of Principles, Projects and Post Implementation Reviews that provide information on the future direction of CPA Public Sector Accounting Handbook.

NEW STANDARDS - PSAS

Section PS 3430, Restructuring Transactions

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

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

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

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

NEW STANDARDS - PSAS (NOT YET EFFECTIVE)

Section PS 2601, Foreign Currency Translation

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

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

The new requirements are to be applied at the same time as *PS 3450, Financial Instruments*, and are effective for fiscal years beginning on or after April 1, 2021. For entities with a December year end this means 2022 is the first year that the standard must be followed. Earlier adoption is permitted.

Section PS 3041, Portfolio Investments

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

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

The new requirements are effective for fiscal years beginning on or after April 1, 2021. For the Village, this means that the year ending March 31, 2022 is the first year that the standard must be followed. Earlier adoption is permitted.

Section PS 3280, Asset Retirement Obligations

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

- An asset retirement obligation is a legal obligation associated with the retirement of a tangible capital asset.
- Asset retirement costs associated with a tangible capital asset controlled by the entity increase the carrying amount of the related tangible capital asset (or a component thereof) and are expensed in a rational and systematic manner.
- Asset retirement costs associated with an asset no longer in productive use are expensed.
- Measurement of a liability for an asset retirement obligation should result in the best estimate of the amount required to retire a tangible capital asset (or a component thereof) at the financial statement date.
- Subsequent measurement of the liability can result in either a change in the carrying amount of the related tangible capital asset (or a component thereof), or an expense, depending on the nature of the re-measurement and whether the asset remains in productive use.
- A present value technique is often the best method with which to estimate the liability.
- As a consequence of the issuance of Section PS 3280:
 - editorial changes have been made to other standards; and
 - SOLID WASTE LANDFILL CLOSURE AND POST-CLOSURE LIABILITY, Section PS 3270, has been withdrawn.

This Section applies to fiscal years beginning on or after April 1, 2021 (2022 fiscal year for organizations with December year ends). Earlier adoption is permitted.

Section PS 3270 will remain in effect until the adoption of Section PS 3280 for fiscal periods beginning on or after April 1, 2021, unless a public sector entity elects earlier adoption.

Section PS 3400 Revenue

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

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

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

This new Section will be effective for fiscal years beginning on or after April 1, 2022. Earlier adoption is permitted.

Section PS 3450, Financial Instruments

This new Section establishes standards for recognizing and measuring financial assets, financial liabilities and non-financial derivatives.

The main features of the new Section are:

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

The new requirements are to be applied at the same time as *PS 2601, Foreign Currency Translation* and are effective for fiscal years beginning on or after April 1, 2021. For entities with a December year end this means 2022 is the first year that the standard must be followed. Earlier adoption is permitted. This Standard should be adopted with prospective application except for an accounting policy related to embedded derivatives within contracts, which can be applied retroactively or prospectively.

Note also that Narrow Scope Amendments are expected (see below) that will not impact many readers of this Appendix.



STATUS OF CURRENT PROJECTS - PSAB

	2018 Q4	2019 Q1
Concepts Underlying Financial Performance		
Employment Benefits	Invitation to Comment #3	
Financial Instruments - Narrow Scope Amendments		Exposure Draft
Public Private Partnerships		Exposure Draft
Revenue	Handbook Release	
Review of International Strategy		

INVITATION TO COMMENT - PSAS

Employment Benefits

Identified as the top priority in PSAB's 2014 Project Priority Survey, the Board has approved a project to review Section PS 3250, *Retirement Benefits*, and Section PS 3255, *Post-employment Benefits, Compensated Absences and Termination Benefits*. Since the issuance of these Sections decades ago, new types of pension plans have been introduced and there have been changes in the related accounting concepts.

This project will involve looking at issues such as deferral of experience gains and losses, discount rates, how to account for shared risk plans, multi-employer defined benefit plans and vested sick leave benefits. Other improvements to existing guidance will also be considered.

A new, comprehensive Handbook Section on employment benefits will replace the two existing Sections.

To date, two Invitations to Comment have been issued related to Discount Rates and Deferral Provisions. Invitation to Comment #3 is expected in Q4 2018 in regard to Risk Sharing Provisions.

Final standard is on track for release in 2022.

EXPOSURE DRAFTS - PSAS

Financial Instruments - Narrow Scope Amendments

In conjunction with the decision to move forward with Section PS 3450, *Financial Instruments*, the Public Sector Accounting Board (PSAB) will provide amendments in 3 narrow areas:

1. Accounting treatment of a bond repurchase

The current standard states that, when a public sector entity acquires its own bond from the market, this transaction should be treated as an extinguishment. PSAB is investigating alternatives to this treatment.

2. Scope exclusion of certain activities by the Federal government

Section PS 2601, Foreign Currency Translation, excludes foreign exchange balances "*intended to sustain foreign exchange reserves and orderly conditions in the foreign exchange market for the Canadian dollar or to provide assistance to foreign countries.*" PSAB is investigating whether derivatives that are used as part of such activities should be excluded from the scope.

3. Improvements to transitional provisions

Several improvements to the transitional provisions of Section PS 3450, *Financial Instruments*, were proposed in the Exposure Draft, *Financial Instruments: Transition*, issued in 2014. PSAB is revisiting these improvements to ensure they remain appropriate.

Public Private Partnerships

Identified as a priority in PSAB's 2014 Project Priority Survey, the Board approved a project to develop authoritative guidance specific to public private partnerships.

The project is nearing completion with a Statement of Principles issued in 2017 and a final section expected to be issued in Q4 2018.

Concepts Underlying Financial Performance (Statement of Concepts and Statements of Principles issued)

The conceptual framework in Sections PS 1000, *Financial Statement Concepts*, and PS 1100, *Financial Statement Objectives*, require review with a focus on measuring the financial performance of public sector entities.

This review was identified as a high priority in the Public Sector Accounting Board's (PSAB) 2010-2013 Strategic Plan in response to a suggestion from the senior government finance community.

This project will consider the concepts underlying the measure of financial performance. The review may result in amendments to the conceptual framework and could also affect Section PS 1201, *Financial Statement Presentation*.

A Statement of Concepts and a Statement of Principles for financial reporting were issued in May 2018. A final exposure draft is expected for Q4 2019.

Review of International Strategy (Consultation Paper Issued)

In developing the 2017-2020 Strategic Plan, the Public Sector Accounting Board (PSAB) determined the time was appropriate to review its current approach towards International Public Sector Accounting Standards.

Over the 2017-2020 period, the Board intends to:

- conduct research on differences between Canadian Public Sector Accounting Standards and International Public Sector Accounting Standards;
- learn about experiences of other jurisdictions that choose to follow International Public Sector Accounting Standards;
- publish a consultation paper to get the opinion of stakeholders; and develop options for the Board's International Strategy.

A first Consultation Paper was issued in May 2018 with a second Consultation Paper expected in Q1 2019.

Not-for-Profit Project (Consultation Paper Expected Q1 2019)

When government not-for-profits were brought into the PSA Handbook they were given the option of applying PSAS standards or PSAS standards in conjunction with the "4200 Series" of standards that mirror Part III of the CPA Handbook. It was always recognized that the 4200 Series was likely a stop-gap measure with additional NPO-specific standards being brought into the "regular" PSA Handbook. The situation became more timely with several provinces mandating that their organizations not use the 4200 series.

In 2017 PSAB conducted broad outreach with Government Not-for-Profit Organizations across Canada. A Consultation Paper on this matter is expected in Q1 2019.

PROJECTS - PSAB (DEFERRED)

Impairment of Non-Financial Assets

Currently, there is a lack of Canadian guidance on the impairment of non-financial assets that have service potential.

The objective of this project is to issue a standard that addresses the impairment of tangible capital assets that have service potential.

The project will define impairment, as well as provide guidance on assessment, recognition, measurement and disclosure of impairment losses.

PSA Handbook Terminology

Application of sections in the CPA Canada Public Sector Accounting (PSA) Handbook for government organizations that previously followed the CPA Canada Handbook - Accounting and were directed to adopt the PSA standards need to be considered.

The PSA Handbook was originally written primarily for government summary financial statements. The term “government” is used throughout the PSA Handbook.

This project will update terminology in the PSA Handbook to clarify standards and guidance that are applicable to public sector entities, which will be specifically defined in the Introduction to the Public Sector Accounting Standards.

NEW STANDARDS - AUDITING AND ASSURANCE STANDARDS BOARD (AASB)

Auditor Reporting

The following new/revised auditor reporting standards are effective for audits of financial statements for periods ending on or after December 15, 2018.

CAS 700 - Forming an Opinion and Reporting on Financial Statements.

CAS 701 - Communicating Key Audit Matters

CAS 705 - Modifications to the Opinion

CAS 706 - Emphasis of Matters and Other Matters

CAS 720 - Responsibilities Relating to Other Information

CAS 570 - Going Concern

The recently revised Canadian Auditing Standards (CASs) were designed for the unique aspects of the Canadian environment, and with the ultimate objective of providing stakeholders with more useful information by focusing on the key output from the audit process - the auditor’s report.

EXPOSURE DRAFT- AASB

Auditing Accounting Estimates (Closed for Comments)

Accounting estimates and related disclosures have become more complex. Stakeholders have indicated that clearer or additional guidance is needed to enable auditors to appropriately deal with these complexities.

The International Auditing and Assurance Standards Board (IAASB) released International Standard on Auditing (ISA) 540 (Revised), its revised standard for the audit of accounting estimates and related disclosures. The new standard reflects the rapidly evolving business environment, keeping pace with the changing market. It requires consideration of the factors such as complexity, subjective management judgement and other inherent risk factors.

The Canadian Standard, CAS 540, is expected to be effective for financial statement audits for periods beginning on or after December 15, 2019.

Identifying and Assessing the Risks of Material Misstatement (Open for Comments)

There are challenges involved in identifying and assessing audit risks for entities – in particular, those that vary in size and nature. Clearer or additional guidance is needed to help address these challenges.

As a result, the International Auditing and Assurance Standards Board (IAASB) is proposing revisions to ISA 315, *Identifying and Assessing the Risks of Material Misstatement through Understanding of the Entity and its Environment*.

The IAASB proposal includes establishing more robust requirements and appropriately detailed guidance to drive auditors to perform appropriate risk assessment procedures in accordance with the size and nature of the entity. This would be done by focusing on enhancing the auditor's approach to understanding the entity and risk assessment activities in light of the changing environment.

The Canadian Standard, CAS 315, is expected to be effective for financial statement audits for periods beginning on or after December 15, 2020.

PROJECTS - AASB

Group Audits

Many audits today are audits of group financial statements - also known as group audits - these type of engagements can be very challenging.

This is a result of complex group structures, cultural and language barriers, differences in laws and regulation, involvement of component auditors and many other factors.

The IAASB is proposing revisions to ISA 600, *Special Considerations - Audits of Group Financial Statements (Including the Work of Component Auditors)* to:

- strengthen the auditor's approach to planning and performance of a group audit; and
- clarify the interaction of ISA 600 to the other ISAs.

The Exposure Draft is expected to be approved during the first quarter of 2020.

Quality Control

Auditors must effectively manage audit quality, both at the firm and the engagement level, with high-quality audits supporting financial stability.

Through consultations with stakeholders, the International Auditing and Assurance Standards Board (IAASB) identified a need to strengthen standards addressing quality control.

Therefore, the IAASB is proposing revisions to:

- ISQC 1, *Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements*; and
- ISA 220, *Quality Control for an Audit of Financial Statements*.

The IAASB proposals includes revisions to these standards to:

- strengthen and improve a firms' management of quality for all engagements by more explicitly incorporating a quality management approach, fostering the ability of the standards to be applied to a wide range of circumstances; and
- focus on identifying, assessing and responding to quality risks in a broad range of engagement circumstances.

The Exposure Drafts for CSQC 1, CSQC 2 and CAS 220 are expected to be approved during the fourth quarter of 2018.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Report to Council		
Title	2019 Draft Water, Sewer and Solid Waste Budgets		
Author	Pamela Rooke	Reviewed By:	Peter DeJong
Date	January 17, 2019	Version	
Issued for	January 22, 2019 Regular Council Meeting		

RECOMMENDATION

THAT the report “2019 Draft Water, Sewer and Solid Waste Budgets” be received for information purposes.

ATTACHMENTS

1. 2019 Draft Water, Sewer and Solid Waste Budgets

KEY INFORMATION

The attached 2019 budgets provide the details and backup for the calculation of the user rates that will form the basis of the Water, Sewer and Solid Waste Bylaws that are scheduled for 1st, 2nd and 3rd reading at the February 5, 2019 Council Meeting.

FOLLOW UP ACTION

Staff will be available to respond to any questions at the January 22, 2019 Council meeting. The draft budgets will be reviewed again at the February 5, 2019 meeting.

**Village of Lions Bay
2019 Draft Water Budget**

	2017 Actual	YTD Actual 2018	2018 Budget	2019 Budget	Change	%	Notes
Parcel Tax Brunswick Beach	10,585	10,585	10,585	10,585	-	0.0%	
Water User Rates	834,605	837,613	837,613	837,613	-	0.0%	1
Secondary Suite Fees	16,845	21,056	16,845	21,056	4,211	25.0%	2
Connection Fees	12,047	1,200	-	-	-	n/a	
Build Canada Grant	141,039	-	-	-	-	n/a	
CWWF Grant	213,369	35,522	2,036,761	1,961,229	(75,532)	-3.7%	3
Other Grants	-	-	10,000	10,000	-	0.0%	4
Loan Proceeds	456,291	-	-	-	-	n/a	
Emergency Financial Assistance (EMBC)	-	110,553	147,405	-	(147,405)	-100.0%	
Other - MFA Actuarial Gain	24,937	19,902	19,902	22,869	2,967	14.9%	
Total Revenues	1,709,718	1,036,431	3,079,111	2,863,352	(215,759)	-7.0%	
Amortization	163,456	212,235	212,535	212,535	0	0.0%	
Communications	2,761	2,775	2,700	2,900	200	7.4%	
Interest Payments	74,930	89,146	89,146	57,336	(31,810)	-35.7%	5
Emergency Repairs	-	110,553	147,405	-	(147,405)	-100.0%	
Insurance	22,752	26,446	26,446	27,000	554	2.1%	
Maintenance	40,255	50,258	47,500	45,500	(2,000)	-4.2%	
Material, Supplies and Equipment	25,312	45,609	47,793	46,000	(1,793)	-3.8%	
Professional Fees / Contract Services	31,014	46,421	72,000	66,200	(5,800)	-8.1%	6
Salaries and Benefits	256,957	283,338	326,749	363,026	36,278	11.1%	7
Sundry	15,801	15,831	17,500	17,500	-	0.0%	
Training / Professional Development	1,063	4,894	4,000	3,480	(520)	-13.0%	
Utilities	11,511	10,949	14,250	12,750	(1,500)	-10.5%	
Internal Allocations	55,000	55,000	55,000	55,000	-	0.0%	
Total Expenditures	700,812	953,456	1,063,023	909,227	(153,796)	-14.5%	

**Village of Lions Bay
2019 Draft Water Budget**

	2017 Actual	YTD Actual 2018	2018 Budget	2019 Budget	Change	%	Notes
Surplus / (Deficit)	1,008,906	82,975	2,016,087	1,954,125			
Amortization	163,456	212,235	212,535	212,535			
MFA Actuarial Gain on Debt	(14,853)	(17,328)	(19,902)	(22,869)			
Cash Surplus	1,157,509	277,881	2,208,720	2,143,791			
Capital Expenditures	(239,717)	(91,003)	(2,453,929)	(2,420,426)			8
Repayment of Debt Principal	(52,872)	(53,021)	(53,021)	(62,862)			
Draw from Surplus (loan)		15,471	417,168	401,697			
Draw from Surplus (re-budget)			14,760	25,200			9
Transfer (from) to Water Surplus	864,920	149,328	133,698	87,399			

Notes:

- 1 The revenue includes a 0% increase in user rates (rate to be determined).
- 2 Secondary suite fees are based on the actual number of suites paid in 2018 (35).
- 3 The Clean Water Wastewater Fund (CWWF) grant revenue and related capital expense have been re-budgeted for 2019 as the project was not completed in 2018.
- 4 Staff successfully applied for an Infrastructure Planning grant in 2018 for the Bayview Road Watermain Design. Grant funds will be received in 2019 upon completion of the design.
- 5 The MFA lending rate for Issue 104 was set at 2.90% for the next five years (from previous rate of 5.15%) resulting in annual interest savings of \$31.5k.

**Village of Lions Bay
2019 Draft Water Budget**

2017 Actual	YTD Actual 2018	2018 Budget	2019 Budget	Change	%	Notes
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6 Budget is comprised of:

Bayview Road Watermain Design	6,600	(re-budget)			
Rock Slope Remediation	30,000				
Water Testing	10,000				
Confined Space Review	7,600	(re-budget)			
General Contract Services	10,000				
UBC Hydrology Study Contribution	2,000		66,200		

7 Salaries include the full annual salary for the addition of a PW employee hired November 2018 (portion allocated to the water fund).

8 Capital Expenditures include:

Water Tank	2,362,926				
Magnesia Infiltration Gallery	50,000				
Pipe Locator (EM Scope)	7,500		2,420,426		

9 Re-budgets include:

Bayview Road Watermain Design	6,600				
Water Totes	6,500				
Confined Space Review	7,600				
Grundfos Pumps	4,500		25,200		

These items were budgeted in 2018 but will not be purchased/completed until 2019.

**Village of Lions Bay
2019 Draft Solid Waste Budget**

	2017 Actual	YTD Actual 2018	2018 Budget	2019 Budget	Change	%	Notes
Garbage User Fees	185,795	183,570	183,570	186,170	2,600	1.4%	1
Secondary Suite Fees	3,710	4,690	3,752	4,690	938	25.0%	2
Miscellaneous Revenue	192	296	140	275	135	96.4%	
Total Revenues	189,697	188,556	187,462	191,135	3,673	2.0%	
Supplies and Education	776	103	1,000	2,000	1,000	100.0%	3
Collection Contract	60,777	49,907	49,762	50,171	409	0.8%	
Recycle Removal Contract	43,943	50,887	50,677	52,972	2,295	4.5%	4
Green Waste Contract	61,123	73,910	69,780	69,780	-	0.0%	
Prompt Payment Discounts	4,971	5,082	5,200	5,215	15	0.3%	
Internal Allocations	9,500	9,500	9,500	9,500	-	0.0%	
Total Expenditures	181,090	189,389	185,919	189,638	3,719	2.0%	
Surplus / (Deficit)	8,608	(833)	1,543	1,497			

Notes:

- 1 The revenue includes a 1.5% increase in residential user rates (equates to \$5 increase over 2018 rates per household).
- 2 Secondary suite fees are based on the actual number of suites paid in 2018 (35).
- 3 Budget includes \$1,500 for the Village's contribution for the North Shore Recycling Depot Agreement as approved by Council at the September 18, 2018 Council Meeting.
- 4 Recycling costs will increase in 2019 due to increased recycling disposal costs. Processing fees have increased due to more stringent inspection standards.

Village of Lions Bay
2019 Draft Sewer Budget

	2017 Actual	YTD Actual 2018	2018 Budget	2019 Budget	Change	%	Notes
Utility Fees and Rates	67,234	68,034	68,034	71,436	3,402	5.0%	1
Secondary Suite Fees	1,921	2,561	1,921	2,689	768	40.0%	2
Conection Fees	3,911	-	-	-	-	n/a	
Total Revenues	73,066	70,595	69,955	74,125	4,170	6.0%	
Amortization	14,628	14,628	14,628	14,628	-	0.0%	
Communications	-	-	-	700	700	n/a	
Insurance	2,123	2,470	2,470	3,000	530	21.5%	
Maintenance	30,222	29,760	33,000	43,000	10,000	30.3%	3
Material, Supplies and Equipment	212	-	4,000	6,100	2,100	52.5%	4
Professional Fees / Contract Services	-	5,163	5,000	-	(5,000)	-100.0%	5
Salaries and Benefits	13,623	12,059	18,451	14,206	(4,245)	-23.0%	6
Sundry	1,772	1,943	1,867	2,100	233	12.5%	
Training / Professional Development	185	629	1,900	2,700	800	42.1%	7
Utilities	3,058	2,309	2,500	2,500	-	0.0%	
Internal Allocations	4,000	4,000	4,000	4,000	-	0.0%	
Total Expenditures	69,822	72,962	87,816	92,934	5,118	5.8%	
Surplus / (Deficit)	3,244	(2,367)	(17,861)	(18,809)			
Amortization	14,628	14,628	14,628	14,628			
Cash Surplus / (Deficit)	17,872	12,261	(3,233)	(4,181)			
Capital Expenditures	-	-	-	(15,000)			8
Transfer from Surplus - Re-Budgets				7,100			9
Transfer (from) to Sewer Surplus	17,872	12,261	(3,233)	(12,081)			

Village of Lions Bay
2019 Draft Sewer Budget

Notes:

- 1 The revenue includes a proposed 5% increase in user rates (equates to a \$40 increase over 2018 rates per household).
- 2 Secondary suite fees are based on the actual number of suites paid in 2018 (8).
- 3 Budget includes \$25k for the annual treatment plant pump-out, \$10.5k for required repairs to the treatment plant and \$5k for a re-budget of the video inspection of the WWTP outfall. The dive was completed in January 2019.
- 4 Budget includes \$1k for outfall signage, \$3k for a microscope and \$2.1k for a re-budget of the confined space rescue winch.
- 5 The 2018 budget included \$5k for a video inspection of the WW collection system. The inspection needs to be completed every five years.
- 6 The portion of PW salaries allocated to the sewer fund was reduced to better reflect the actual time spent on sewer tasks.
- 7 Budget includes Wastewater Treatment and Wastewater Collection courses for three staff.
- 8 Capital includes \$15k for a SCADA connection to the PW Yard.
- 9 \$7.1k will be drawn from surplus for the video inspection of the outfall pipe (\$5k) and the confined space rescue winch (\$2.1k). These items were budgeted in 2018 but will not be purchased/completed until 2019.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Partnering Agreement with Saplings Outdoor Program Inc.		
Author	Peter DeJong	Reviewed By:	
Date	January 16, 2019	Version	
Issued for	January 22, 2019 Council Meeting		

Recommendation:

- (1) THAT the Partnering Agreement with Saplings Outdoor Program Inc. be approved subject to:
 - (a) notice being published in accordance with sections 24 (1) (d) and 94 of the *Community Charter*;
 - (b) publication of the notice being provided in accordance with section 94 (4) of the Community Charter through the Village Update electronic newsletter, which Council considers to be reasonably equivalent to that which would be provided by newspaper publication if it were practicable; and
 - (c) provision of an opportunity to be heard for any residents opposed to the proposed agreement.

- (2) THAT the Mayor and Corporate Officer be authorized to execute the Partnering Agreement subject to fulfillment of the conditions set out in the first resolution above.

Attachments:

- A. Draft Partnering Agreement dated January 1, 2019;
- B. Draft Notice of Intention to Provide Assistance.

Key Information:

As set out in the recitals to the proposed agreement, the Municipality considers the provision of pre-school services in the community to be an important factor in promoting enrollment in the Kindergarten-Grade 3 Lions Bay Elementary School. Encouraging enrollment in the school is an important consideration toward ensuring the long-term



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

viability of the school and has been formally recognized as a strategic priority of the Municipality for several years.

The *Community Charter* prohibits local governments from providing assistance to a business, other than through specific exceptions set out in the *Charter*, such as through a partnering agreement. This agreement will enable the Municipality to provide assistance to a business through In-Kind Consideration, as defined in the agreement, namely through promotion of the services of Saplings via the Municipality's website and its eNewsletter, the Village Update.

Options:

- (1) Approve the recommendations as set out at the beginning of this report;
- (2) Amend the recommendations prior to approving them;
- (3) Refer the matter back to staff for additional information;
- (4) Do not approve the recommendations and do nothing in respect of the request for assistance.

Preferred Option: Option 1 will further the strategic priorities of the Municipality.

Financial Considerations: None, the agreement includes In-Kind Consideration only.

Legal Considerations: The Partnering Agreement is required by the *Community Charter* in the circumstances if the Municipality wishes to provide the assistance.

Follow Up Action: Publication of the Notice of Intention to Provide Assistance in accordance with the requirements of the Charter, including deeming the Village Update to provide the requisite level of notice.

Communication Plan: Publication of the Notice in the Village Update for 2 consecutive weeks, along with posting of the Notice on the Municipal website and the official notice boards of the Municipality in front of the Municipal Office and at the Post Office.

PARTNERING AGREEMENT

THIS AGREEMENT dated for reference January 1, 2019

BETWEEN:

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

AND:

SAPLINGS OUTDOOR PROGRAM INC., having an address for delivery at 2820, Marine Drive ,West Vancouver BC, V7V 1L9
(the "Contractor")

WHEREAS section 21 of the *Community Charter* provides that, if a municipality enters into a partnering agreement for the provision of a service on behalf of the municipality, the Council may provide assistance, other than tax exemptions, to a business in accordance with the agreement;

AND WHEREAS the Contractor currently performs a service in the community through the provision of preschool education in conjunction with the local school district and which is available to Lions Bay residents,

AND WHEREAS the Council of the Municipality considers the services of the Contractor to be an important social benefit to the community and a key factor in enrolling students in the Kindergarten – Grade 3 local public Lions Bay Elementary School, a strategic priority for the Municipality;

AND WHEREAS the Municipality wishes to help promote the services of the Contractor by featuring them on the Municipal website and from time to time in the Village Update eNewsletter;

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

Definitions

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

- a. "Compensation" means the amount of money to be paid for the Services;
- b. "In-Kind Consideration" means the value of promotional services provided by the Municipality for such things as, without limitation, listings of the Contractor's services on the Municipality's website and in the Village Update electronic newsletter;
- c. "Services" means the programs and services of the Contractor as described on its website at <http://www.saplingsoutdoorprogram.ca> in relation to Lions Bay.

Term

2. The term of this Agreement commences on January 1, 2019 and expires on December 31, 2019, (the "Term"), unless terminated sooner in accordance with this Agreement.

Services To Be Performed By the Contractor

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

Warranty As To Quality of Services

4. The Contractor represents and warrants to the Municipality that:
 - a. the Contractor has the skill, experience, training, resources and supporting personnel, if applicable, necessary to perform the Services; and
 - b. the Services will be performed in accordance with all applicable enactments and laws, and with all relevant codes, rules, regulations and standards of any professional or industry organization or association;

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

Compensation and In-Kind Consideration

5. The Municipality will not be providing any Compensation to the Contractor for the Services, but will provide In-Kind Consideration as defined herein.

Termination or Suspension at the Municipality's Discretion

6. Despite the rest of this Agreement, the Municipality may, in its sole discretion, by giving 30 days notice to the Contractor, terminate or suspend all, or any part, of the defined In-Kind Consideration.

Agreement for Services

7. This is an agreement for the performance of services and the Contractor is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Contractor nor any of its employees or contractors is engaged by the Municipality as an employee or agent of the Municipality. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. Notwithstanding this Partnering Agreement, the Contractor has no authority to represent or bind the Municipality in any way.

Assignment

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

Time of the Essence

9. Time is of the essence of this Agreement.

Severance

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

Notice

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

a. To the Municipality:

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

b. To the Contractor:

Saplings Outdoor Program Inc.
2820 marine Drive
West Vancouver BC V7V1L9
E-mail Address): lionsbay@saplingsoutdoorprogram.ca

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

Interpretation and Governing Law

12. In this Agreement:

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b. reference to a particular numbered section or schedule is a reference to the correspondingly numbered section or schedule of this agreement;
- c. the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this agreement;
- d. reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- e. reference to a month is a reference to a calendar month; and
- f. section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement.

- 13. This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

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

Entire Agreement

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

Waiver

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

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

VILLAGE OF LIONS BAY by its authorized signatories:

Mayor, Ron McLaughlin

c/s

Corporate Officer: Peter DeJong

Date executed: _____, 2019.

Signed by **SAPLINGS OUTDOOR PROGRAM INC.** in the presence of:

Witness Name

Address

Date executed: _____, 2019.

Authorized Signatory

Authorized Signatory



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

NOTICE OF INTENTION TO PROVIDE ASSISTANCE

TAKE NOTICE THAT, pursuant to Sections 21 (a) and 24 (d) of the *Community Charter*, the Village of Lions Bay intends to provide assistance to a person or organization through a partnering agreement.

The organization which is the intended recipient of the assistance is Saplings Outdoor Program Inc. ("Saplings Lions Bay")

The nature of the proposed assistance is to enter into a partnering agreement to promote the services of Saplings Lions Bay on the Municipality's website and its electronic newsletter, the Village Update, in furtherance of the Municipality's strategic priority of supporting the Lions Bay Elementary School.

The term of the proposed assistance is one year, from January 1, 2019 to December 31, 2019.

The extent of the proposed assistance is comprised of in-kind contributions as described above with no monetary contributions.

AND TAKE NOTICE THAT copies of the proposed partnering agreement may be viewed at www.lionsbay.ca.

Corporate Officer / admin@lionsbay.ca / www.lionsbay.ca

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Royal Canadian Mounted Police Gendarmerie royale du Canada

FAXED
FORWARDED
sd

Security Classification/Designation
Classification/désignation sécuritaire

Unclassified

Inspector Kara TRIANCE
OIC Sea to Sky RCMP
1000 Finch Drive
Squamish, BC
V8B 0M5

Your File Votre référence

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

Our File Notre référence

2019-01-08

To Whom it May Concern,

Lions Bay Activity Report
Report period: November and December 2018

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

HWY 99 (within jurisdiction of Lions Bay):

- Traffic - Moving/Non-Moving/Insurance Violations x 28
- Impaired Driving Investigations x 0
- Collision - Damage Over / Under \$1000 / Non-fatal / Fatal x 0
- Prevention of Collision (debris, stalled vehicles, pedestrians on shoulder) x 9
- Parking Violations x 0
- Other: all remaining call types x 2

39 Calls for Service

Lions Bay Village:

- Cause Disturbance/Breach of Peace x 3
- 911 - False/Abandoned x 2
- False Alarms x 1
- Suspicious Circumstances x 0
- Theft of Vehicle / Theft from Motor Vehicle x 1
- Theft under \$5000 x 1
- Break and Enter Residence/Business x 0
- Mischief x 0
- Bylaw x 0
- Other investigations x 8

16 Calls for Service

Total = 55

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

Kind regards,

K. (Kara) TRIANCE, O.3086 (Insp)
OIC Sea to Sky RCMP

/hm

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VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 555, 2018		
Author	Shawna Gilroy	Reviewed By:	Peter DeJong
Date	January 17, 2019	Version	2
Issued for	January 22, 2019 Regular Council Meeting		

Recommendation:

THAT Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 555, 2018 be adopted.

Attachments:

- (1) Bylaw Notice Enforcement Bylaw No. 555, 2018, Amendment Bylaw No. 555, 2018
- (2) Bylaw Notice Enforcement Bylaw No. 385, 2006 (Consolidation)

Key Information:

After the City of North Vancouver withdrew from the North Shore Bylaw Notice Dispute Adjudication Registry Agreement, the District of North Vancouver has indicated it will take over responsibility for the registry at the beginning of 2019. The District of North Vancouver has not yet provided the neighbouring municipalities with an agreement, however we are taking action in advance to allow us to enter into an agreement with them once it has been made available and amend our bylaw accordingly.

Options:

- (1) Approve the recommendation above and adopt the bylaw;
- (2) Rescind third reading, amend the bylaw, and re-read a third time;
- (3) Refer the bylaw back to staff for revisions

Preferred Option:

- (1) Approve the recommendation above and adopt the bylaw.

Follow Up Action:

Assuming the bylaw is adopted, it will be updated on the Village website.



Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 555, 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 Web: www.lionsbay.ca

Bylaw No. 555, 2018
Bylaw Notice Enforcement Bylaw Amendment

A bylaw to amend of Bylaw Notice Enforcement Bylaw No. 385, 2006

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

1. This Bylaw may be cited for all purposes as "Bylaw Notice Enforcement Bylaw No. 385, 2006, Amendment Bylaw No. 555, 2018".
2. Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended, is hereby amended as follows:
 - (a) Delete section 8.2 and replace with the following:
 "The Municipality is authorized to enter into, and the Mayor and Administrator are authorized to execute, a dispute adjudication system agreement or amended agreement with the District of North Vancouver and such other neighbouring jurisdictions as may wish to be a part of the Registry, such agreement to be attached to this bylaw as the new Schedule B upon execution by the Municipality."

READ A FIRST TIME
READ A SECOND TIME
READ A THIRD TIME
ADOPTED

December 18, 2018
December 18, 2018
December 18, 2018
xxx

Mayor

Corporate Officer

Certified a true copy of
Bylaw No. 555, 2018 as adopted.

Corporate Officer



Bylaw Notice Enforcement Bylaw No. 385, 2006

Office Consolidation

This document is an office consolidation of Bylaw Notice Enforcement Bylaw No. 385, 2006 with subsequent amendments adopted by the Village of Lions Bay.

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

This is not the official version of Bylaw Notice Enforcement By-law No. 385, 2006 as amended, nor is it admissible in a court of law. For such purposes, official certified copies of the original bylaws can be obtained from the Village Office or by contacting us at: admin@lionsbay.ca

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

List of Amending Bylaws

Bylaw No.	Section	Description	Adopted
415	1 2 3	Amends s.9.2 re. designated classes of persons that may be appointed as screening officers Amends s.11.1 re. RCMP as police force Replaces Schedule A	July 21, 2009
434	Sched A	Replaces Schedule A	June 20, 2011
492	Sched A	Replaces Schedule A	June 2, 2015
495	Sched A	Replaces Schedule A	July 7, 2015
507	2(a) 2(b)	Amends penalties under Bylaw No. 428 (Fire), Sections 32, 33, 35 and 52. Adds penalties for Bylaw No. 393 (Trees)	July 19, 2016
533	2(a) 2(b) 2(c)	Adds penalties for Secondary Suite contraventions per s.10.1 of Bylaw No. 234 Amends penalties for provisions re. ss. 8(2), 10(a), 10(h), and 10(k) of Bylaw No. 413 Deletes penalties for Bylaw No. 362 and substitutes penalties for Bylaw No. 520	November 7, 2017
<u>555</u>	<u>2(a)</u>	<u>Deletes and replaces section 8.2</u>	

VILLAGE OF LIONS BAY

BYLAW NO. 385, 2006

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Village of Lions Bay

Bylaw Notice Enforcement

Bylaw No. 385, 2006

A bylaw respecting the enforcement of bylaw notices in conjunction with the North Shore Bylaw Adjudication Registry

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

Part 1 Citation

- 1.1 This Bylaw may be cited as Bylaw Notice Enforcement Bylaw No. 385, 2006 (North Shore Bylaw Notice Dispute Adjudication Registry).

Part 2 Severability

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

Part 3 Definitions

- 3.1 In this bylaw:

"**Act**" means the *Local Government Bylaw Notice Enforcement Act*;

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

"**Registry**" means the North Shore Bylaw Notice Adjudication Registry established pursuant to Part 8 of this Bylaw.

Part 4 Terms

- 4.1 The terms in this bylaw have the same meaning as the terms defined in the Act.

Part 5 Bylaw Contraventions

- 5.1 The bylaw and bylaw contraventions designated in Schedule A may be dealt with by bylaw notice.

Part 6 Offence and Penalty

- 6.1 The penalty for a contravention referred to in Part 5 is as follows:
- 6.1.1 subject to subsection 6.1.2 and 6.1.3, is the Penalty amount set out in column A1 of Schedule A,
 - 6.1.2 if received by the Municipality within 14 days of the person receiving or being presumed to have received the notice, is the Early Payment Penalty set out in column A2 of Schedule A,
 - 6.1.3 if more than 28 days after the person received or is presumed to have received the bylaw notice, is subject to a late payment surcharge in addition to the penalty under subsection 6.1.1, and is the Late Payment Penalty set out in column A3 of Schedule A,

Part 7 Period for Paying a Disputed Notice

- 7.1. A person who receives a bylaw notice must, within 14 days of the date on which the person received or is presumed to have received the bylaw notice:
- 7.1.1 pay the penalty, or
 - 7.1.2 request dispute adjudication by filling in the appropriate portion of the bylaw notice indicating either a payment or a dispute and delivering it, either in person during regular office hours, or by mail, to the Village of Lions Bay Village Office.
- 7.2 A person may pay the indicated penalty after 14 days of receiving the notice, subject to the applicable surcharge for late payment accordance with subsection 6.1.3, but no person may dispute the notice after 14 days of receiving the bylaw notice.
- 7.3 Pursuant to the requirements of section 25 of the Act, where a person was not served personally with a bylaw notice and advises the Municipality that they did not receive a copy of the original notice, the time limits for responding to a bylaw notice under Part 6 and section 7.1 of this bylaw do not begin to run until a copy of the bylaw notice is re-delivered to them in accordance with the Act.

Part 8 Bylaw Notice Dispute Adjudication Registry

8.1 The Registry is established as a bylaw notice dispute adjudication system in accordance with the Act to resolve disputes in relation to bylaw notices.

8.2

The Municipality is authorized to enter into, and the Mayor and Administrator are authorized to execute, a dispute adjudication system agreement or amended agreement with the District of North Vancouver and such other neighbouring jurisdictions as may wish to be a part of the Registry, such agreement to be attached to this bylaw as the new Schedule B upon execution by the Municipality.

~~The Municipality is authorized to enter into, and the Mayor and Administrator are authorized to execute, the dispute adjudication system agreement with the District of North Vancouver and the City of North Vancouver and the Municipality of Bowen Island and the Municipality of the Village of Lions Bay in the form and with the content of the agreement attached as Schedule B.~~

[Amended by Bylaw No. 555]

8.3 Every person who is unsuccessful in a dispute adjudication in relation to a bylaw notice or a compliance agreement under the dispute adjudication system established under this section must pay the Municipality an additional fee of \$25 for the purpose of the Municipality recovering the costs of the adjudication system.

Part 9 Screening Officers

9.1 The position of screening officer is established.

9.2 The following are designated classes of persons that may be appointed as screening officers:

9.2.1 Village Manager

9.2.2 Corporate Secretary

9.2.3 Treasurer

9.2.4 Bylaw Enforcement Officer

[Amended by Bylaw No. 415, 2009]

and Council may appoint screening officers from these classes of persons by name of office or otherwise.

Part 10 Powers, Duties and Functions of Screening Officers

10.1 The powers, duties and functions of screening officers are as set out in the Act,

and include the following powers:

-
- 10.1.1 Where requested by the person against whom a contravention is alleged, communicate information respecting the nature of the contravention, the provision of the bylaw contravened, the facts on which the contravention allegation is based, the penalty for a contravention, the opportunity to enter into a compliance agreement, the opportunity to proceed to the bylaw notice dispute adjudication system and the fee or fees payable in relation to the bylaw notice enforcement process;
- 10.1.2 To communicate with any or all of the following for the purposes of performing their functions under this bylaw or the Act:
- (a) the person against whom a contravention is alleged or their representative;
 - (b) the officer issuing the notice;
 - (c) the complainant or their representative;
 - (d) the Municipality's staff and records regarding the disputant's history of bylaw compliance.
- 10.1.3 To prepare and enter into compliance agreements under the Act with persons who dispute bylaw notices, including to establish terms and conditions for compliance that the Screening Officer considers necessary or advisable, including time periods for payment of penalties and compliance with the bylaw;
- 10.1.4 To provide for payment of a reduced penalty if a compliance agreement is entered into, as provided in column A4 of Schedule A; and
- 10.1.5 To cancel bylaw notices in accordance with the Act or Municipal policies and guidelines.
- 10.2 The bylaw contraventions in relation to which a Screening Officer may enter into a compliance agreement are indicated in column A4 of Schedule A.
- 10.3 The maximum duration of a compliance agreement is one year.

Part 11 Bylaw Enforcement Officers

- 11.1 Persons acting as any of the following are designated as bylaw Enforcement Officers for the purposes of this bylaw and the Act:
- 11.1.1 Special constables, officers, members or constables of:

- (a) The provincial police force as defined in section 1 of the *Police Act*, or
 - (b) The Royal Canadian Mounted Police;
[Amended by Bylaw No. 415, 2009]
- 11.1.2 Bylaw enforcement officers appointed pursuant to the *Police Act* and *Community Charter*;
- 11.1.3 Local assistants to the fire commissioner under section 6 of the *Fire Services Act*;
- 11.1.4 Bylaw enforcement officers, licensing inspectors, building inspectors, animal control officers or other persons acting in another capacity on behalf of a municipality, regional district or local trust committee for the purpose of enforcement of one or more of its bylaws.

Part 12 Form of Bylaw Notice

- 12.1 The Municipality may from time to time provide for the form or forms of the bylaw notice, provided the bylaw notice complies with section 4 of the Act.

Schedules

Schedule A - Designated Bylaw Contraventions and Penalties

Schedule B – North Shore Bylaw Dispute Adjudication Registry Agreement

Schedule 'A' to Bylaw No. 385

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
BUILDING REGULATION BYLAW, NO. 234, 1994						
234	5 (a)	Construct without a building permit	\$300	\$280	\$320	YES
234	5 (c)	Tamper with posted notice	\$500	\$475	\$500	NO
234	5 (d)	Work contrary to approved plans	\$300	\$280	\$320	YES
234	5 (e)	Obstruct Village officer or employee	\$500	\$475	\$500	NO
234	5 (f)	Fail to stop work	\$500	\$475	\$500	YES
234	5 (h)	Submit false information	\$500	\$475	\$500	YES
234	6 (b)	Unauthorized use of Village property	\$100	\$90	\$110	YES
234	10.1	Secondary Suite contrary to bylaw requirements	475	450	500	YES
234	12	Fail to post building permit	\$300	\$280	\$320	NO
234	16 (a)	Occupy without approval	\$300	\$280	\$320	YES
NOISE CONTROL BYLAW NO. 283, 1998						
283	2	Sound which disturbs	\$110	\$100	\$120	NO
283	3	Decibel level	\$110	\$100	\$120	NO
283	4 (a)	Continuous sound	\$110	\$100	\$120	NO
283	4 (b)	Construction sound	\$220	\$200	\$240	YES
283	5 (a)	Improper use of vehicle horn	\$110	\$100	\$120	NO
283	5 (b)	Car alarm noise	\$110	\$100	\$120	NO
TREES, VIEWS AND LANDSCAPES BYLAW NO. 393, 2007, as amended						
393	3.2	Obstruct Village Official	\$300	\$250	\$350	NO
393	3.3	Cut tree without permit	\$475	\$450	\$500	NO
393	3.4.5	Cut tree after expiry of permit	\$400	\$350	\$450	NO
393	3.4.6	Tree cut by unqualified owner or contractor	\$475	\$450	\$500	NO
393	3.4.8	Tree cut without exemption during bird nesting period	\$475	\$450	\$500	NO
393	3.4.9	Failure to provide insurance	\$475	\$450	\$500	YES

VILLAGE OF LIONS BAY
Bylaw No. 385, 2006

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
		certificate prior to commencement of work				
393	3.5	Tree damaging activities	\$475	\$450	\$500	YES
393	Schedules A and B	Failure to replant in accordance with approved plan and permit	\$400	\$350	\$450	YES
GOOD NEIGHBOR BYLAW NO. 412, 2009						
412	5.1.1	Create or cause a nuisance	\$200	\$185	\$215	YES
412	5.1.2	Permit a nuisance	\$200	\$185	\$215	YES
412	5.1.3	Allow unsightly parcel	\$200	\$185	\$215	YES
412	5.1.4 (a)	Allow an unsightly accumulation	\$200	\$185	\$215	YES
412	5.1.4 (b)	Permit or cause water to collect	\$200	\$185	\$215	YES
412	5.1.4 (c)	Store rubbish where visible	\$200	\$185	\$215	YES
412	5.1.4 (d)	Place graffiti	\$100	\$90	\$110	YES
412	5.1.4 (g)	Accumulate building materials	\$100	\$90	\$110	YES
412	5.1.4 (h)	Storage or accumulation of motor vehicle	\$100	\$90	\$110	YES
412	5.2.1	Fail to abate nuisance	\$100	\$90	\$110	YES
412	5.2.2 (a)	Fail to remove unsightly accumulation	\$100	\$90	\$110	YES
412	5.2.2 (b)	Fail to prevent or clear insect infestation	\$100	\$90	\$110	YES
412	5.2.2 (d)	Fail to clear parcel of brush, noxious weeds and grass	\$100	\$90	\$110	YES
412	5.2.2 (e)	Fail to shield or deflect outdoor light	\$100	\$90	\$110	YES
412	5.2.2 (f)	Fail to repair or remove fence	\$200	\$185	\$215	YES
412	7.3.2	Interfere with, resist or obstruct authorized person	\$500	\$475	\$500	NO
TRAFFIC AND PARKING BYLAW NO. 413, 2009						
413	8 (1)	Fail to obey traffic control device	\$100	\$90	\$110	NO

VILLAGE OF LIONS BAY
Bylaw No. 385, 2006

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
413	8 (2)	Interfere with traffic control device	\$300	\$200	\$400	NO
413	8 (3)	Plant interferes with traffic control device	\$45	\$35	\$55	YES
413	8 (4)	Illegal traffic control device	\$45	\$35	\$55	YES
413	10 (a)	Park in contravention of a traffic control device	\$65	\$50	\$80	NO
413	10 (b)	Fail to display insurance decal	\$45	\$35	\$55	NO
413	10 (c)	Park on or too near crosswalk	\$45	\$35	\$55	NO
413	10 (d)	Park near traffic control device	\$45	\$35	\$55	NO
413	10 (e)	Park on bridge	\$45	\$35	\$55	NO
413	10 (f)	Park near fire hydrant/equipment	\$80	\$70	\$90	NO
413	10 (g)	Park to obstruct or interfere with traffic/maintenance	\$80	\$70	\$90	NO
413	10 (h)	Park without permit for zone	\$65	\$50	\$80	YES
413	10 (i)	Park too near driveway	\$45	\$35	\$55	NO
413	10 (j)	Failure to park off roadway	\$45	\$35	\$55	NO
413	10 (k)	Park more than 72 hours	\$55	\$40	\$70	NO
413	10 (l)	Park more than 24 hours in snow	\$45	\$35	\$55	NO
413	10 (m)	Park in intersection	\$45	\$35	\$55	NO
413	11 (1)	Park extraordinary vehicle overnight	\$100	\$90	\$100	YES
413	11 (2)	Unattached trailer	\$100	\$90	\$110	YES
413	12	Park near school	\$45	\$35	\$55	NO
413	16	Fail to comply with direction of enforcement officer	\$100	\$90	\$110	NO
413	17	Hinder, obstruct or delay enforcement officer	\$100	\$90	\$110	NO
413	19	Operate sound broadcasting vehicle	\$45	\$35	\$55	NO
413	20	Drive over fire hose	\$80	\$70	\$90	NO
413	21 (a)	Drop or spill on highway	\$45	\$35	\$55	NO

VILLAGE OF LIONS BAY
Bylaw No. 385, 2006

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
413	21 (b)	Noxious flow on highway	\$45	\$35	\$55	NO
413	21 (c)	Damage plants/grass on highway	\$100	\$90	\$100	NO
413	21 (d)	Damage or deface highway	\$100	\$90	\$110	NO
413	21 (e)	Dead animal on highway	\$45	\$35	\$55	NO
413	21 (f)	Camp on highway	\$45	\$35	\$55	NO
413	21 (g)	Make fire on highway	\$100	\$90	\$110	NO
413	21 (h)	Unsecure load	\$100	\$90	\$100	NO
413	21 (i)	Urinate/defecate on highway	\$100	\$90	\$100	NO
413	21 (j)	Overweight vehicle on highway	\$100	\$90	\$100	NO
413	21 (k)	Operate vehicle with lugged wheels	\$100	\$90	\$100	NO
413	24	Sell/display goods/services on highway	\$100	\$90	\$100	YES
413	25	Chattel/structure on highway	\$100	\$90	\$100	YES
413	26	Dumpster on highway	\$100	\$90	\$100	YES
413	27	Accumulations on highway	\$100	\$90	\$100	YES
413	28	Unfenced excavation near highway	\$100	\$90	\$100	YES
413	29	Construction obstructing highway	\$100	\$90	\$100	YES
413	31	Fail to disperse on highway when directed	\$100	\$90	\$100	NO
413	32	Skate/blade/scoot without helmet	\$45	\$35	\$55	NO
ANTI-IDLING BYLAW NO. 416, 2010						
416	3	Unlawful idling	\$100	\$90	\$110	YES
FIRE BYLAW NO. 428, 2011						
428	27	Unauthorized entry to area limited for Fire Rescue purposes	\$100	\$80	\$120	NO
428	28	Hinder Fire Rescue operations	\$450	\$425	\$120	NO

VILLAGE OF LIONS BAY
Bylaw No. 385, 2006

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
428	29	Damage or destroy Fire Rescue apparatus or equipment	\$450	\$425	\$120	NO
428	30	Drive vehicle over Fire Rescue equipment without permission	\$100	\$80	\$120	NO
428	31	Falsely represent to be Fire Rescue member	\$100	\$80	\$120	NO
428	32	Obstruct/interfere with approach to Fire Rescue incident	\$200	\$180	\$220	NO
428	33	Interfere with fire hydrant	\$450	\$425	\$475	NO
428	34	Fail to maintain clearance around fire hydrant	\$50	\$40	\$60	YES
428	35	Fail to address fire hazard when ordered	\$450	\$425	\$475	YES
428	36	Construct fire pit or fire ring	\$100	\$80	\$120	YES
428	37	Burn wood outside a building	\$100	\$80	\$120	NO
428	38	Open burning	\$100	\$80	\$120	NO
428	39	Drop burning substance into or near combustible material	\$100	\$80	\$120	NO
428	40	Burn or use combustion device outside when banned	\$100	\$80	\$120	YES
428	41	Burn unauthorized material inside or outside a building	\$100	\$80	\$120	NO
428	42	Use water contrary to designated purpose, hours or methods	\$100	\$80	\$120	NO
428	44	Fail to install sprinklers in new residence	\$450	\$425	\$475	YES
428	45	Fail to install sprinklers during alteration to residence	\$450	\$425	\$475	YES
428	46	Fail to install fire extinguisher	\$100	\$80	\$120	YES
428	47	Fail to install smoke alarms	\$100	\$80	\$120	YES

VILLAGE OF LIONS BAY
Bylaw No. 385, 2006

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
428	48	Use fireworks when under age 18	\$50	\$40	\$60	NO
428	49	Use unauthorized Consumer Fireworks	\$100	\$80	\$120	NO
428	50	Use High Hazard Fireworks	\$200	\$180	\$220	NO
428	52	Fail to comply with order to address violations, requiring re-inspection	\$450	\$425	\$475	YES
PESTICIDES BYLAW NO. 430, 2011						
430	3	Use of pesticide for cosmetic purposes	\$250	\$225	\$275	NO
430	4	Use of non-permitted pesticide	\$250	\$225	\$275	NO
PARKS REGULATIONS BYLAW NO. 448, 2012						
448	5.1	Damage park	\$500	\$475	\$500	YES
448	5.2	Molest animals or birds	\$100	\$90	\$100	NO
448	5.3	Contaminate water in park	\$500	\$465	\$500	NO
448	5.4	Release water in park	\$500	\$465	\$500	NO
448	5.5	Improper climbing on structure	\$100	\$90	\$100	NO
448	5.6	Litter in park	\$100	\$90	\$100	NO
448	5.7	Unlawful waste in park receptacle	\$100	\$90	\$100	NO
448	6.1	Fireworks in park	\$250	\$230	\$270	NO
448	6.2	Make fire in park	\$100	\$90	\$100	NO
448	6.3	Improper barbecue in park	\$100	\$90	\$100	NO
448	6.5	Place burning substance in park	\$250	\$230	\$270	NO
448	6.6	Enter park at fire risk	\$250	\$230	\$270	NO
448	7.1	Sell/display goods/services in park	\$100	\$90	\$100	YES
448	7.2	Advertise in park	\$100	\$90	\$100	YES
448	7.3	Amplified noise in park	\$100	\$90	\$100	NO
448	8.1	Organized activity in park with no contract	\$100	\$90	\$100	NO

VILLAGE OF LIONS BAY
Bylaw No. 385, 2006

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
448	9.1	Operate motorized watercraft near beach	\$250	\$230	\$270	NO
448	9.2	Motorized vehicle or device in park	\$250	\$230	\$270	NO
448	9.3	Unauthorized entry to closed park	\$100	\$90	\$100	NO
448	10.1	In park outside open hours	\$100	\$90	\$100	NO
448	10.3	Enter or remain in closed park	\$100	\$90	\$100	NO
448	11.1	Create a nuisance in park	\$100	\$90	\$100	NO
448	11.2	Obstruct use and enjoyment of park	\$100	\$90	\$100	NO
448	11.3	Fail to comply with direction of enforcement officer	\$100	\$90	\$100	NO
448	11.4	Obstruct or delay enforcement officer	\$100	\$90	\$100	NO
448	11.5	Urinate/defecate in park	\$100	\$90	\$100	NO
448	12.1	Store watercraft on beach	\$100	\$90	\$100	YES
448	12.2	Camp in park	\$100	\$90	\$100	NO
448	12.3	Prohibited sport in park	\$100	\$90	\$100	NO
WASTE COLLECTION BYLAW NO. 455, 2013						
455	5	Excess garbage	\$60	\$50	\$70	NO
455	6	Fail to securely house wildlife attractants	\$300	\$280	\$320	YES
455	6	Garbage receptacle encroaching on street	\$60	\$50	\$70	NO
455	10	Solid waste out before 5 AM	\$60	\$50	\$70	NO
455	11	Placing for collection inappropriate substance	\$60	\$50	\$70	NO
455	18	Storage not wildlife resistant, single family residential	\$60	\$50	\$70	NO
455	19	Storage not wildlife resistant, multi-family and commercial	\$60	\$50	\$70	NO
455	21	Fail to repair wildlife resistant containment	\$60	\$50	\$70	NO

VILLAGE OF LIONS BAY
Bylaw No. 385, 2006

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
455	22 (a)	Feeding dangerous wildlife	\$300	\$280	\$320	NO
455	22 (a)(b)	Storing edible wildlife attractants	\$300	\$280	\$320	YES
455	22 (c)	Bee hives accessible to wildlife	\$60	\$50	\$70	NO
455	22 (d)	Outdoor fridge or freezer accessible to wildlife	\$60	\$50	\$70	NO
455	22 (e)	Meat waste in compost	\$60	\$50	\$70	NO
ANIMAL CONTROL & LICENSING BYLAW NO. 461, 2014						
461	5.1	No dog license	\$85	\$75	\$95	YES
461	5.5	No dog tag	\$40	\$30	\$50	YES
461	6.3	Fail to remove dog waste	\$60	\$50	\$60	NO
461	6.6.1	Dog at large	\$85	\$75	\$95	NO
461	6.6.5	Allow dog barking	\$85	\$75	\$95	NO
461	6.6.6	Keep more than three dogs	\$110	\$100	\$120	YES
461	6.7.1	Dog in prohibited area	\$60	\$50	\$60	NO
461	7.1(a)	Fail to provide food or water	\$60	\$50	\$60	NO
461	7.1(c)	Fail to exercise dog	\$60	\$50	\$60	NO
461	7.1(e)	Fail to provide medical care for dog	\$60	\$50	\$60	NO
461	7.2	Fail to provide proper shelter for dog	\$60	\$50	\$60	NO
461	7.4	Choke collar/neck cord used to tether	\$60	\$50	\$60	NO
OUTDOOR WATER USE BYLAW NO. 484, 2015						
484	6.1	Fail to Follow Water Conservation Level 1	\$100	\$75	\$125	NO
484	6.1	Fail to Follow Water Conservation Level 2	\$150	\$125	\$175	NO
484	6.1	Fail to Follow Water Conservation Level 3	\$200	\$175	\$225	NO
ZONING AND DEVELOPMENT BYLAW NO. 520, 2017						
520	3.2	Non-compliance with bylaw	\$300	\$250	\$350	NO
520	4.3	Use prohibited in all zones	\$475	\$450	\$500	NO

VILLAGE OF LIONS BAY
Bylaw No. 385, 2006

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
520	4.3.7	Short-term rental without a Temporary Use Permit	\$475	\$450	\$500	NO
520	4.5	Accessory building, structure or use not permitted	\$400	\$350	\$450	NO
520	4.10	Fence or retaining wall contrary to bylaw	\$300	\$250	\$350	NO
520	4.11	Visibility obstruction contrary to bylaw	\$250	\$200	\$300	NO
520	4.12	Home-based business contrary to conditions	\$300	\$250	\$350	YES
520	4.13-4.14	Off-street parking requirements not met	\$350	\$300	\$400	YES
520	4.15	Parking and storage of commercial or industrial vehicles, equipment, or materials contrary to bylaw	\$475	\$450	\$500	NO
520	4.16	Temporary structure without valid permit	\$250	\$200	\$300	NO
520	4.17	Metal shipping container contrary to permitted uses	\$250	\$200	\$300	NO
520	4.18	Solar energy device not installed per requirements of bylaw	\$150	\$100	\$200	NO
520	4.19	Building or structure contrary to flood protection provisions	\$450	\$400	\$500	YES
520	7.1-7.11	Use, siting, setback, height, size or density not permitted in RS-1 Zone	\$450	\$400	\$500	YES
520	8.1-8.6	Use, siting, setback, height, size or density not permitted in RM-1 Zone	\$450	\$400	\$500	YES
520	9.1-9.5	Use, siting, setback, height, size or density not permitted in C-1 Zone	\$450	\$400	\$500	YES

VILLAGE OF LIONS BAY
Bylaw No. 385, 2006

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
520	10.1-10.5	Use, siting, setback, height, size or density not permitted in C-2 Zone	\$450	\$400	\$500	YES
520	11.1-11.2	Use, siting, setback, height, size or density not permitted in C-3 Zone	\$450	\$400	\$500	YES
520	12.1-12.2	Use, siting, setback, height, size or density not permitted in W-1 Zone	\$450	\$400	\$500	YES
520	13.1-13.2	Use, siting, setback, height, size or density not permitted in W-2 Zone	\$450	\$400	\$500	YES
520	14.1-14.5	Use, siting, setback, height, size or density not permitted in CU-1 Zone	\$450	\$400	\$500	YES
520	15.1-15.2	Use, siting, setback, height, size or density not permitted in RU-1 Zone	\$450	\$400	\$500	YES
520	16.1-16.2	Use, siting, setback, height, size or density not permitted in RS-1 Zone	\$450	\$400	\$500	YES

[Successively replaced by Bylaw Nos. 434, 492, 495]

[Amended by Bylaw No. 507, 2016]

[Amended by Bylaw No. 533, 2017]

Schedule B

North Shore Bylaw Notice Dispute Adjudication Registry Agreement

This Agreement, dated the _____ day of _____, 2006

AMONG:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, 75017^m
Street, West Vancouver, British Columbia, V7V 3T3

("DWV")

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, 355 West
Queens Road, North Vancouver, British Columbia, V7N 2K5

("DNV")

AND:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER, 141 West 14⁰
Street, North Vancouver, British Columbia, V7M 1H9

("CNV")

AND:

THE MUNICIPALITY OF BOWEN ISLAND, Box 279, 981 Artisan Lane,
Bowen Island, British Columbia, VON IGO

("MBI")

AND:

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY, P.O. Box 141, 400
Centre Road, Lions Bay, British Columbia, VON 2E0

("VLB")

Witnesses that Whereas:

- A. The Act permits local governments to create a bylaw designating certain bylaw contraventions that can be enforced by way of bylaw notice as an alternative to traditional bylaw enforcement mechanisms; and
- B. The Act permits two or more local governments to enter into an agreement, adopted by a bylaw of each local government that is party to it, to provide for the joint administration of a local government bylaw notice dispute adjudication system; and
- C. Pursuant to the Act, DWV, DNV, and CNV have established the North Shore Bylaw Notice Dispute Adjudication Registry which they jointly administer and share the costs of;
- D. MBI and VLB wish to become participants in the Registry and DWV, DNV and CNV have agreed to permit them to join; and
- E. The Parties have agreed to administer the Registry on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the mutual promises contained herein, the Parties agree as follows:

PART I - INTRODUCTORY PROVISIONS

Definitions

In this Agreement, the following definitions apply:

- (a) "Act" means *the local Government Bylaw Notice Enforcement Act*,
 - (b) "**Adjudication Fee**" means the sum of \$75.00 payable by each Party for each adjudication scheduled to be conducted by the Registry;
 - (c) "**Agreement**" means this Agreement;
 - (d) "**Authorizing Bylaws**" means the bylaws adopted by the Councils of each of the Parties authorizing this Agreement;
 - (e) "**Committee**" means the North Shore Bylaw Notice Dispute Adjudication Registry's Administrative Committee;
- "**Contribution Adjustment Amount**" means, for each Party, the amount calculated in accordance with Section 21 herein in any year of the Term;
- "**Contribution Amount**" means the amount determined by the Administrative Committee as required by each of the parties to meet the operational costs to fund the Registry in accordance with subsection 14(d);

- (h) **"Parties"** means all of DWV, DNV, CNV, MBI or VLB;
- (i) **"Party"** means any one of DWV, DNV, CNV, MBI or VLB;
- (j) **"Registry"** means the North Shore Bylaw Notice Dispute Adjudication Registry established by this Agreement;
- (k) **"Revenues"** means any revenue actually received or estimated to be received, as the case may be, by the Registry, excluding Contribution Amounts or Contribution Adjustment Amounts;

- (i) **"Term"** means the term of this Agreement as set out herein.

PART II - ADMINISTRATION

Administrative Committee

- 2. The Parties agree to establish the Committee to implement and administer the Registry.
- 3. The Parties agree that authority of the Committee will include but not be limited to:
 - (a) preparing operational budgets; and
 - (b) setting policy as authorized under this Agreement and the Act.

Representation

- 4. Each of the Parties will appoint one representative to serve on the Committee. The Parties agree that **representatives** will be paid employees of their respective local governments and will not be remunerated by the Registry.

PART III - ADJUDICATION

Screen inn Officers

- 5. The Parties agree that responsibility for the appointment, administration and funding of the position of screening officer will reside with each Party individually and will not in any way be a function of the Registry.

Bylaw Notice Dispute Adjudication Registry

- 6. The Parties agree that the Registry will administer the dispute adjudication system and that disputes will be heard by a bylaw notice dispute adjudicator in the circumstances prescribed in the Act and Authorizing Bylaws.
- 7. The Parties agree that the Committee will select a roster of adjudicators who may hear and determine disputes from the provincial roster of adjudicators to be established by the Attorney General.

8. Adjudicators will be assigned to individual disputes in the manner prescribed by any applicable regulation and policy established by the Committee.

PART IV - OPERATIONS

Location

9. The location of the Registry will be in the municipal offices of the City of North Vancouver, 141 West 14th Street, North Vancouver, B.C. V7M 11-19 or such other location as may be designated by the Parties.

Administrative Services

10. CNV will provide and supervise all administrative services required by the Registry, subject to the following:
 - (a) the collection of any fees, fines or penalties levied against an unsuccessful party in the dispute adjudication process will be the responsibility of the relevant municipality if not collected by the Registry immediately following the adjudication; and
 - (b) any penalty arising directly out of the bylaw notice itself may be paid to the relevant Party or to the Registry,

and any amounts collected by or paid to the Registry pursuant to (a) and (b) will be credited to the relevant Party's Contribution Adjustment Amount.

Financial Reporting

11. CNV will ensure that its Director of Finance will conduct and oversee the financial reporting and record keeping of the Registry based on normal procedures, subject to the requirements outlined herein.

PART V - FINANCIAL PLANNING

Start-Up Costs

12. Each new Party is responsible for its own start-up costs with respect to its participation in the Registry and the dispute adjudication system.

Budget Year

13. The budget year of the Registry is the calendar year.

Operating Budget

14. The Parties agree that, no later than August 31 of each year, the Committee will prepare a draft operating budget for the following budget year, setting out in detail the operational funds required by the Registry for the carrying out of its mandate and responsibilities, including:

- (a) the estimated operational expenditures for:
 - (i) office and administration including financial reporting and administrative services;
 - (ii) bylaw dispute adjudicators; and
 - (iii) other functions of the Registry;
- (b) the anticipated revenues (if any) of the Registry;
- (c) the difference between estimated revenues and operational expenditures for the Registry; and
- (d) the Contribution Amount required from each of the Parties. **Budget**

Submissions

- 15. The Committee will prepare the operating budget in a manner satisfactory to, and in such detail as requested by, the Directors of Finance of each of the Parties, and submit the draft operating budget to the Directors of Finance of each of the Parties each year when required.

Budget Approval and Adjustments

- 16. The Parties will consider and approve, or recommend amendments to, the Registry's operating budget.
- 17. The Parties **agree** that all recommendations by them for adjustments to the Registry's draft operating budget will
 - (a) be reasonable and made in good faith; and
 - (b) ensure that a reasonable level of service quality can be maintained by the Registry.

Use of Funds

- 18. The Committee and CNV may make only those expenditures during the budget year for the purposes and up to the amounts authorized in the approved operating budget. The Registry (or the Committee or CNV on behalf of the Registry) will not incur any other indebtedness or liability, or make any further expenditure, except that:
 - (a) CNV may make a further reasonable expenditure or contract a further indebtedness or liability that it deems necessary or prudent, subject to a \$1,000 limit; and
 - (b) the Committee may:
 - (i) **make** a further reasonable expenditure or contract a further indebtedness or liability that it deems necessary or prudent, subject to a \$10,000 limit;
 - (ii) re-allocate funds within categories of the operating budget as reasonably required; and

- (iii) **make** a further expenditure or contract a further indebtedness or liability without limitation if approved in advance by all Parties.

PART VI - COST ALLOCATION

Funding Contributions and Adjustments

19. The Parties agree that costs relating to legal counsel, witnesses, screening officers and bylaw enforcement officers as they pertain to the dispute adjudication process, and to the activities of the Registry more generally, will be borne by the relevant Party which issued the bylaw notice in question and will not be borne by the Registry or by CNV on behalf of the Registry.
20. DWV, DNV, MBI and VLB will, upon approval of the Registry's operating budget by each of the Parties, pay to the CNV their respective Contribution Amounts for the upcoming budget year no later than June 30 of that budget year.
21. The CNV will, as soon following the end of a Budget Year as practicable, calculate the amount of each Party's Contribution Adjustment Amount by
 - (a) determining the amount by which Actual Expenditures exceed Budget Expenditures for the relevant year;
 - (b) determining the respective share of each Party; and
 - (c) deducting, if applicable, the aggregate of fines and administrative fees collected by the CNV on behalf of each Party for the relevant year.
22. Each of DWV, DNV, MBI and VLB will, within 30 days of receipt of notice of its respective Contribution Adjustment Amount, pay (if required) to CNV the Contribution Adjustment Amount.
23. CNV will pay (if required) any Contribution Adjustment Amount owing to DWV, DNV, MBI and VLB, as appropriate, within 30 days of preparation of a statement outlining the Contribution Adjustment Amounts of each Party or may, at the election of CNV in each year except the final year, credit the amount owing to the Contribution Amount required from each Party for the following year.
24. Each Party will pay to the CNV, within fifteen days following each of March 31, June 30, October 31 and December 31 of each year of the Term, the Adjudication Fee for each adjudication scheduled in respect of that Party in the previous quarter.

Maintenance of Records

25. The Director of Finance of CNV will:
- (a) exercise the duties and powers of the officer responsible for financial administration as provided in the *Community Charter*, in maintaining the financial records for the Registry on behalf of the Parties;
 - (b) ensure that accounting and payroll records of the Registry are properly prepared and maintained, such records to include payroll, accounts payable, cash receipts and disbursements, accounts receivable, general ledger, subsidiary cost ledger, financial statements and reports and supporting documents to the foregoing;
 - (c) provide, when possible, any additional financial systems that have been requested by the Committee; and
 - (d) direct employees and officers of the Registry to the extent necessary to ensure that the systems and procedures established for financial controls *are in effect and are in accordance with the Community Charter*.

Examination of Records

28. The Directors of Finance of DWV, DNV, MBI or VLB may, acting reasonably with regard to minimizing the administrative burden on the CNV, and no more frequently than once in each year of the Term, conduct audits or examinations to obtain information or determine that adequate financial controls are being maintained for the Registry. CNV will cooperate with any reasonable request by the DWV, DNV, MBI or VLB Directors of Finance for access to financial records, user statistics and other information of the Registry.

PART VII - GENERAL PROVISIONS

Insurance

27. CNV will ensure that the Registry and its activities are covered under CNV's general liability policy and will provide copies of all relevant insurance policies and changes thereto to the Directors of Finance of DWV, DNV, MBI or VLB upon request.

Amendments

28. The Parties will, in good faith, negotiate any proposed amendment to this Agreement upon request of any Party, all amendments to be in writing and executed by the Parties.

Dispute Resolution

29. The Parties will submit any dispute arising out of the interpretation or application of this Agreement:
- (a) first, to the Committee to resolve the dispute;
 - (b) second, if the Committee is unable to resolve the dispute within 60 days, to the Chief Administrative Officers of the Parties; and
 - (c) third, if the Chief Administrative Officers **are** unable to resolve the dispute within 60 days, to the Inspector of Municipalities, or at the election of the Parties, to a commercial arbitrator appointed by agreement or, failing agreement, appointed pursuant to the *Commercial Arbitration Act*, for final determination, and the determination of the Inspector or arbitrator as applicable will be final and binding upon the Parties.

Term

30. This Agreement comes into effect on _____ 2006 and continues in effect until December 31, 2008. Any Party may withdraw from this Agreement upon six months' written notice to the other Parties.

IN WITNESS WHEREOF DWV, DNV CNV, MSI and VLB have executed this Agreement on the date first above written.

THE CORPORATE SEAL of THE
CORPORATION OF THE DISTRICT OF
WEST VANCOUVER was hereunto affixed in
the presence of:

Mayor CIS

Municipal Clerk)

THE CORPORATE SEAL of THE
CORPORATION OF THE DISTRICT OF
NORTH VANCOUVER was hereunto
affixed in the presence of:

Mayor) CIS

City Clerk

VILLAGE OF LIONS BAY
Bylaw No. 385, 2006

THE CORPORATE SEAL of THE
CORPORATION OF THE CITY OF
NORTH VANCOUVER was hereunto
affixed in the presence of:

Mayor) CIS

Municipal Clerk

THE CORPORATE SEAL of THE
MUNICIPALITY OF BOWEN ISLAND
was hereunto affixed in the presence of:

Mayor) CIS

Municipal Clerk

THE CORPORATE SEAL of THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY was
hereunto affixed in the presence of:

Mayor

Administrator



VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Village of Lions Bay Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018, Amendment Bylaw No. 556, 2018		
Author	Shawna Gilroy	Reviewed By:	Peter DeJong
Date	January 17, 2019	Version	2
Issued for	January 22, 2019 Regular Council Meeting		

Recommendation:

THAT Village of Lions Bay Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018, Amendment Bylaw No. 556, 2018 be adopted.

Attachments:

- (1) Village of Lions Bay Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018, Amendment Bylaw No. 556, 2018
- (2) Village of Lions Bay Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018 (Consolidation)

Key Information:

The amendment addresses an oversight in the definition of “*Land Alteration*” by adding the inclusion of “*other material*” as well as “*soil*”.

Options:

- (1) Approve the recommendation above and adopt the bylaw;
- (2) Rescind third reading, amend the bylaw and re-read a third time;
- (3) Refer the bylaw back to staff for revisions

Preferred Option:

- (1) Approve the recommendation above and adopt the bylaw.

Follow Up Action:

Assuming the bylaw is adopted, it will be updated on the Village website.



Village of Lions Bay Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018, Amendment Bylaw No. 556, 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 Web: www.lionsbay.ca

Bylaw No. 556, 2018
Soil Deposit, Soil Removal and Land Alteration Amendment

A bylaw to amend Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 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 "Village of Lions Bay Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018".
2. Village of Lions Bay Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018, as amended, is hereby amended as follows:

Section 4.1 (a) of Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018 is hereby amended by adding "or *other material*" between the words "soil" and "within".

READ A FIRST TIME
READ A SECOND TIME
READ A THIRD TIME
ADOPTED

December 18, 2018
December 18, 2018
December 18, 2018
xxx

Mayor

Corporate Officer

Certified a true copy of
Bylaw No. 556, 2018 as adopted.

Corporate Officer



Village of Lions Bay Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018

Office Consolidation

This document is an office consolidation of Bylaw Notice Enforcement Bylaw No. 510, 2018 with subsequent amendments adopted by the Village of Lions Bay.

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

This is not the official version of Bylaw Notice Enforcement Bylaw No. 510, 2018 as amended, nor is it admissible in a court of law. For such purposes, official certified copies of the original bylaws can be obtained from the Village Office or by contacting us at: admin@lionsbay.ca

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

List of Amending Bylaws

Bylaw No.	Section	Description	Adopted
<u>556</u>	<u>2</u>	<u>Amends the definition of "alteration of land" in section 4.1 (a)</u>	

Village of Lions Bay
Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018

A bylaw to regulate the Deposit and Removal of Soil
and the Alteration of Land within the Village of Lions Bay

WHEREAS the *Community Charter*, authorizes the Council of the Village of Lions Bay to regulate, prohibit and impose requirements in relation to the removal and deposit of soil in the *Municipality*;

AND WHEREAS the *Municipality* may impose rates or levels of fees for a permit for the alteration, deposit, or removal of soil on or from any land or area in the Village of Lions Bay;

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

1.0 Title/Citation

- 1.1 This bylaw may be cited for all purposes as the “Soil Deposit, Soil Removal and Land Alteration Bylaw No. 510, 2018”.

2.0 Repeal and Application

- 2.1 Lions Bay Soil and Material Deposit By-law No. 157, 1987 is hereby repealed.
- 2.2 This Bylaw applies to all land in the Village of Lions Bay.
- 2.3 Nothing in this Bylaw shall preclude anyone from complying with the provisions of any other local, provincial, or federal regulations or enactments.

3.0 Purpose

- 3.1 This Bylaw has been enacted for the purpose of regulating the *deposit* and *removal* of *soil* and *other material* and the *alteration of land* within the Village of Lions Bay in the general public interest. The purpose of this Bylaw does not extend:
 - a) to the protection of owners, occupiers or persons involved in the *deposit* or *removal of soil* or *alteration of land* from economic loss;

- b) to the assumption by the *Municipality* or any officer or employee of the *Municipality* of any responsibility for ensuring compliance by a person involved in the *deposit or removal of soil* on or *alteration of land*, his or her representatives, or any employees, contractors, or agents with this Bylaw, or any other enactments applicable to the *deposit of soil* or the development or *alteration of land*;
- c) to providing any person with a warranty that any *deposit or removal of soil* or *alteration of land* will not violate this Bylaw, or any other enactment or create any nuisance of any type.

4.0 Definitions

4.1 Within this Bylaw, the following definitions apply:

Alteration of Land means:

- (a) the *deposit or removal of soil* or other material within a *parcel* other than the *deposit or removal of soil* constituting *minor works*.

[\[Amended by Bylaw No. 556\]](#)

Bylaw Enforcement Officer means a person appointed by the *Municipality* to act on matters of bylaw enforcement.

Contaminated Soil means the presence in *soil* of a *hazardous waste* or another prescribed substance in quantities or concentrations exceeding provincial environmental quality standards.

Council means the elected and appointed Mayor and Councillors of the *Municipality* acting as the *Municipal Council* in assembled meetings thereof.

Deposit or Deposited means the placement, storage, filling, spilling or releasing, directly or indirectly, of *soil* or *other material* on lands in the *Municipality* where the *soil* or *other material* was not previously located.

Hazardous Waste has the meaning prescribed under the *Environmental Management Act*.

Invasive Species means a species not native to British Columbia whose introduction or spread does or is likely to cause economic or environmental harm or harm to human health.

Minor Works means the *removal or deposit of soil* or *alteration of land* where:

- (i) at any point the depth of the *soil removed* or *deposited* does not exceed 1.2 meters;
- (ii) the unrestrained slope of the filled or excavated surface does not exceed three (3) horizontal to one (1) vertical (30%);
- (iii) retaining walls associated with the work do not exceed a height of 1.2 meters measured from the natural ground elevation; and
- (iv) for *deposit of soil*, the slope of the existing ground does not exceed thirty percent (30%) at any point or, where the existing ground is filled, the underlying natural ground surface does not exceed thirty percent (30%) at any point.

Municipality means the Village of Lions Bay, in the Province of British Columbia, and where the context so requires also means the land included in the boundaries of the *Municipality*.

Other Material includes, but is not limited to, construction and demolition waste, masonry rubble, concrete, asphalt, wood waste, unchipped lumber, drywall, refuse, undecomposed organic matter, *contaminated soil*, *soil* containing *invasive species*, and other similar matter.

Organic Waste means biodegradable, compostable waste of plant or animal origin from domestic or industrial sources.

Owner means a person registered in the records of the land title office as the fee simple owner of a *parcel*, including the strata corporation in the case of a *parcel* under strata ownership.

Parcel means any lot, block or area in which land is held or into which it is subdivided.

Parcel Line means any boundary of a *parcel*.

Permit means the written authority granted by the *Municipality* and/or the *Public Works Manager* pursuant to this Bylaw for the *deposit* or *removal of soil* and *other material* or site alteration through the *alteration of land*.

Permit Holder means a person holding a *permit* issued by the *Municipality*.

Public Works Manager means a person who holds the position of *Public Works Manager* for the *Municipality* or such persons designated by Council or the Chief Administrative Officer to act on their behalf in the execution of this Bylaw.

Qualified Registered Professional means an, engineer, geoscientist, agrologist, environmental consultant, soil scientist, biologist, or land surveyor who is registered

with a professional association that is regulated by a statute, appointed to act in the capacities described under the sections of this Bylaw requiring a *qualified registered professional*;

Remove or Removal means to take, excavate, or extract *soil* from a *parcel* on which it exists or has been *deposited*.

Soil means clay, silt, topsoil, sand, gravel, cobbles, rocks, boulders, peat or other substance of which land is naturally composed, down to the bedrock but shall not include *other material*.

Stockpile means a man-made accumulation of *soil* or *other material* held in reserve for future use, distribution or *removal*.

Wood waste means wood residue in mechanically shredded form and includes sawdust, hog fuel, bark, chips, slabs, shavings, trimmings, edgings, or other such waste which is the result of any manufacturing process involved in the production of lumber or other wood products.

5.0 Prohibition

- 5.1 No person shall cause or permit the *deposit* or *removal* of *soil* or *alteration of land* within the *Municipality* except in accordance with this Bylaw.
- 5.2 No person shall deposit *other material* on any land within the *Municipality* without a valid permit or exemption under the *Environmental Management Act*, and amendments thereto.

6.0 Permit Requirements

- 6.1 Subject to the other terms in this Bylaw, no person shall cause or allow the *deposit* or *removal of soil* or *alteration of land* within the *Municipality* unless the person:
 - a) has applied for and been issued a valid and subsisting *permit* for such *deposit* or *removal* or *alteration*; and
 - b) carries out the *deposit* or *removal* or *alteration* in accordance with this Bylaw and the terms and conditions set out in the *permit*.

7.0 Permit Exemptions

7.1 Despite Section 5 of this Bylaw, a *permit* is not required where the *deposit or removal of soil or alteration of land*:

- a) is less than 27 cubic meters (m³) of *soil* in a calendar year;
- b) constitutes *minor works*;
- c) is for the purpose of constructing or maintaining provincial roadways, forest service roads, walkways or trails;
- d) is on land owned by, or works undertaken by, the *Municipality*;
- e) is on land managed under the *Forest Act* or regulated under the *Highways Act* and for which a provincial soil permit has been obtained, so long as the land continues to be used as managed forest or highways;
- f) is required as part of the clean-up or remediation of *contaminated soil* as directed and approved by the *Ministry of Environment*;
- g) involves *stockpiles* on land, other than residentially zoned land, and subject to compliance with any requirements of the Ministry of Mines;
- h) is undertaken pursuant to the *Mines Act* or under an active *Mines Act* permit issued by the designated Ministry of the Province of British Columbia;
- i) is undertaken as flood protection works by or on behalf of a dyking authority, a provincial ministry or the *Municipality*; or
- j) is undertaken to resolve emergency situations that present an immediate danger related to flooding, erosion or other immediate threats to life or property, including removal of hazardous trees.

8.0 Permit Application

8.1 An application for a *permit* must be made on a form provided by the *Municipality*.

8.2 A separate application for a separate *permit* must be made for each *parcel* onto which *soil* is to be *deposited* or from which *soil* is to be *removed*, as per Section 10.0 (*Permit Application Requirements*).

8.3 The *permit* application must be signed by the applicant, and

- a) If the applicant is not the *owner*, by all owners of the *parcel*, and
- b) In the case of strata property:
 - i. by an authorized representative(s) of the strata corporation plus the strata lot owner for the property where the *soil* is to be *deposited* or *removed*; and
 - ii. by resolution of the strata council if the *soil* is to be *deposited* or *removed* or the *alteration of land* takes place on common property.

9.0 Permit Application Fees

9.1 An application for a *permit* must be accompanied by a non-refundable permit fee as set out below and in Fees Bylaw No. 497, 2016, as amended.

- a) \$100 for any application for the *deposit* or *removal* of more than 27 cubic meters (m^3) and up to 45 m^3 in any one year, or;
- b) \$200.00 for any application for the *deposit* or *removal* of more than 45 m^3 and up to 90 m^3 in any one year, or;
- c) \$400.00 for any application for the *deposit* or *removal* of more than 90 m^3 and up to 180 m^3 in any one year, or;
- d) \$600 for any application for the *deposit* or *removal* of more than 180 m^3 in any one year.

10.0 Permit Application Requirements

10.1 The *Public Works Manager* shall determine the submission requirements pursuant to this section for every application for a *permit* between 27 and 45 m^3 of *soil* to be *deposited* or *removed*, including in respect of the *alteration of land*, which could include some or all of the requirements contained in this section. At a minimum the following will be required:

- a) the location of the site from which *soil* is to be *removed*, in the case of *soil deposition*, or the location of the site to which *soil* is to be *deposited*, in the case of *soil removal*;
- b) the general description and volume of the *soil* to be *deposited* or *removed*;
- c) all drainage facilities, natural watercourses and ground water aquifers shall be kept free of silt, clay, sand, rubble, debris, gravel and all other material or thing originating from any removal or deposit of soil, from or upon any lands.

10.2 Where the application set out in section 10.1 relates to *parcels* (or portions thereof) that are situated within a development permit area pursuant to section 488(1)(b) of the *Local Government Act* (protection of development from hazardous conditions), the *Public Works Manager* is entitled to require that such application also be accompanied by detailed plans, data and specifications for the proposed site prepared by a *Qualified Registered Professional* to a scale of not more than 1:1,000, unless otherwise authorized by the *Public Works Manager*, showing the contour of the ground in its current state and containing information regarding the *soil deposit* or *removal* with respect to any, or all of the matters set out in section 10.3 c) through r).

10.3 Every application for a *permit* for more than 45 m³ of *soil* to be *deposited* or *removed*, including the *alteration of land*, shall be accompanied by detailed plans, data, and specifications for the proposed site prepared by a *Qualified Registered Professional* to a scale of not more than 1:1,000, unless otherwise authorized by the *Public Works Manager*, showing the contour of the ground in its current state and shall contain information regarding the *soil deposit* or *removal* with respect to the following matters:

- a) the location of the site from which *soil* is to be *removed*, in the case of *soil deposition*, or the location of the site to which *soil* is to be *deposited*, in the case of *soil removal*;
- b) the general description and volume of the *soil* to be *deposited* or *removed*;
- c) all features including buildings, structures, tree cover, roads, bridges, and natural watercourses;
- d) land uses and designations, such as civic address, zoning, areas prone to flooding and erosion, and environmentally sensitive areas;
- e) the proposed slopes which will be maintained upon completion of the *soil deposit* or *removal*;

- f) the proposed methods to control the erosion of the banks of the *soil deposit or removal*;
- g) the proposed methods of drainage control during the *soil deposit or removal*;
- h) the proposed methods to control noise and dust generated by the proposed *soil deposit or removal*;
- i) the proposed methods and locations of access to the site during the *soil deposit or removal*;
- j) the proposed grading and rehabilitation plan for the *soil deposit or removal* site during and upon completion of the proposed *soil deposit and removal* operation, and copies of any remediation or site closure plans filed with the Ministry of Energy and Mines or the Ministry of Environment and any remediation requirements of these or other ministries or authorities having jurisdiction;
- k) the proposed location of machinery, buildings, scales, and all other proposed structures and improvements;
- l) the proposed location of buffers and tree cover, and the location and grade width of berms;
- m) the proposed schedule for the *deposit or removal of soil*, indicating the amounts to be either *removed* or *deposited* on a monthly basis;
- n) the proposed routes to and from a *soil deposit or removal* area;
- o) a traffic management plan, which would include but not be limited to a description of the frequency of trucks, signage, placement of safety control devices, and other traffic control that would minimize the disturbance created;
- p) copies of all other necessary approvals and permits from Federal and Provincial authorities required by statute or regulation in connection with the proposed *soil deposit or removal*;
- q) a site reclamation plan including Invasive Species Management Plan, prepared by a *Qualified Registered Professional* to be incorporated into the *permit*; and
- r) such other information as may be required under any applicable Development Permit.

11.0 Permit Issuance

11.1 Where

- a) a completed application for a *permit* under this Bylaw has been submitted; and,

- b) the proposed *soil deposit or removal* set out in the application conforms with this Bylaw, all other bylaws of the *Municipality*, and all other applicable enactments; and,
- c) the applicant for the *permit* has paid the *Municipality* the required application fees;

the *Public Works Manager* may issue the *permit*, issue the *permit* with all or some conditions as per Section 12.11 or refuse the *permit* for non-compliance with the Bylaw.

11.2 Where an application or renewal is refused, or a *permit* is suspended or revoked, or a stop work order is issued in respect of it, by the *Public Works Manager*, the applicant may request a reconsideration of the decision in accordance with the procedure set out in Council Procedures Bylaw No. 476, 2015, as amended.

12.0 Permit Conditions

12.1 Permitted *soil deposit and removal or land alteration* activities may only occur between the hours of 7:30 a.m. to 5:30 p.m. on any day of the week except Sundays and statutory holidays, unless otherwise varied by the *permit*.

12.2 No person may *deposit or remove soil or alter land* so as to do any of the following:

- a) foul, obstruct, divert, or impede the flow of or damage or destroy any watercourse, ditch, rain, sewer, or other water utility, whether privately or publicly owned;
- b) damage or destroy amenities on the lands or adjacent lands including, without limitation, any utilities, works or services, statutory rights of way, structures, buildings or improvements;
- c) contravene any *Municipality* bylaw or provincial or federal law;
- d) threaten the health and safety of the public;
- e) result in the use of the *permit* lands in a manner inconsistent with the current zoning for the *permit* lands;
- f) compromise the hydrological function or drainage capacity of the *permit* lands or adjoining lands;
- g) result in *soil* on the land or on adjacent land becoming unstable or susceptible to erosion, slippage, landslide, slumping or settling;

- h) result in excessive costs for any government to provide public utilities, works or services to the *permit* lands or adjoining lands;
- i) permit dust, dirt or noise to escape the property boundary that may cause a private or public nuisance;
- j) result in the coverage of topsoil;
- k) permit the promotion of growth of invasive species on the lands that are subject to the *permit*, or on adjoining lands; or
- l) contravene any condition or requirement of a *permit* or this Bylaw.

12.3 All descriptions, plans and specifications submitted by the applicant in support of the *permit* application and marked 'FINAL' by the *Municipality* form part of and are incorporated into the *permit* and the *permit* specifically limits *soil deposit or removal* in accordance with the descriptions, plans and specifications accepted by the *Municipality*. Any amendments of descriptions, plans or specifications by the applicant must be approved in writing by the *Municipality* and the *permit* amended accordingly.

12.4 The *permit holder* is at all times responsible for compliance with the provisions of this Bylaw and any other applicable enactment and for any claim, demand, damage, loss, costs, expense, fees or fine that may arise from a *deposit or removal of soil*.

12.5 The *permit holder* shall save harmless, indemnify and keep indemnified the *Municipality*, its officers, employees, contractors, and elected officials from any claims, demands, damages, losses, costs, expenses, fees, fines, actions, proceedings whatsoever brought by persons arising from the issuance of a permit under this Bylaw with respect to the *deposit or removal of soil or other material* authorized under a *permit*.

12.6 The issuance of a *permit* does not constitute authority to conduct processing or *stockpiling of soil* or other material on the property if not appropriately zoned for such use.

12.7 Every *permit* issued pursuant to this Bylaw shall expire twelve (12) months following the date of issuance. Every *permit* shall cease to authorize *soil deposit or removal* upon the expiry date without the necessary *permit* renewal in accordance with Sections 13.1, and 13.2.

- 12.8 No *permit* issued pursuant to the terms of this Bylaw may be transferred, assigned or sold.
- 12.9 Before a *permit* is issued, the applicant shall have first obtained all other permits and permissions required from the *Municipality* and any other authority having jurisdiction.
- 12.10 Any *soil* or *other material* deposited without a *permit* (or contrary to the terms of a *permit*) shall be *removed* from the *parcel* by the *owner* of the *parcel* at the *owner's* cost. Failure to remove the *soil* or *other material* within the time period so given for the *removal* shall constitute an offence under this Bylaw. In the event that the owner of the *parcel* fails to *remove* the *soil* or *other material* in accordance with this section within the stated time period, the *Municipality* or its appointed agents may, at its sole discretion and at the expense of, as the case may be, the *permit* holder or the *owner* of the *parcel*, enter onto the *parcel* or any part thereof and carry out the work required to effect the *removal* of *soil* or *other material*.
- 12.11 The *Public Works Manager* may impose conditions on a *permit* that restrict the location of *deposit* or *removal* and the type and volume of *soil* to be *deposited* or *removed* based on the information supplied by the applicant under section 10.1, 10.2 or 10.3 of the Bylaw, to ensure the *deposit* or *removal* occurs in the manner and amount specified in the application. Where the applicant is required to submit detailed plans, data and specifications under section 10.2 or 10.3 of the Bylaw, the *Public Works Manager* may issue the *permit* on conditions pertaining to subsections 10.3 a) through r) of the Bylaw to ensure the applicant *deposits* or *removes soil* in accordance with the detailed plans, data and specifications provided.
- 12.12 If required under the terms of the *permit*, upon completion of the soil deposit and removal authorized by a *permit*, the *permit* holder shall deliver to the Director a certificate from a *Qualified Registered Professional* stating that all *soil deposited* or *removed* was *deposited* or *removed* in substantial compliance with the requirements of the *permit* and good environmental and engineering practices.

13.0 Permit Renewal

- 13.1 A *permit* for *soil deposition* or *removal* may be renewed for one additional term not to exceed twelve (12) months at the request of the applicant if the *Public Works Manager* determines, after inspecting the *permit* lands that the applicant is in full

compliance with the *permit* and this Bylaw and the renewal is reasonably necessary to permit the applicant's proposed development of the site in accordance with Zoning and Development Bylaw No. 520, 2017 and any applicable development permit, development variance permit, Board of Variance order, temporary use permit, or building permit.

- 13.2 Application for renewal of a *permit* or part thereof will be made in the same manner as provided herein for a new *permit*. The original application may be re-submitted for renewal, provided all applicable drawings and specifications are updated as necessary to identify any material changes to site conditions and to demonstrate compliance with current bylaws and regulations.
- 13.3 At least 30 days prior to the expiry of a renewed *permit*, an applicant may apply to Council for an extension of a *permit* for up to six (6) months and shall provide full details in support of such application to the Public Works Manager and to the Corporate Officer, who shall set the matter down for the next regular Council meeting.

14.0 Permit Revocation and Reinstatement

- 14.1 The *Public Works Manager* may issue a stop work order, with immediate effect, acting reasonably, if *soil deposit* or *removal* activities have not been undertaken in accordance with the terms and conditions of this Bylaw or the *permit*.
- 14.2 The *Public Works Manager* may, by delivery of a 10 day written notice to a *permit holder*, revoke or suspend a *permit* under this Bylaw where:
- a) the *permit holder* has contravened this Bylaw, or another bylaw of the *Municipality*;
 - b) the *permit holder* has contravened a condition of the *permit*;
 - c) the *permit* was issued by the *Municipality* on the basis of descriptions, plans and specifications submitted by the *permit holder* in support of the permit application which were incorrect or misleading; or
 - d) the *permit holder* failed or refused to comply with a stop work order made pursuant to this Bylaw.
- 14.3 The *Public Works Manager* may reinstate a *permit* if the applicant provides a report from a *Qualified Registered Professional* confirming compliance with the Bylaw.

15.0 Enforcement

- 15.1 The *Public Works Manager, Bylaw Enforcement Officer, all Municipality employees, persons retained by the Municipality for inspection purposes, and agents of the Municipality* are authorized individually or in combination to enter at all reasonable times on any *parcel* to ascertain whether the provisions of this Bylaw are being observed.
- 15.2 For the purposes of ascertaining compliance with this Bylaw the *Public Works Manager* may require a *permit holder* to provide records of *soil deposit or removal* and/or a specified report from a *Qualified Registered Professional*.

16.0 Offences and Penalties

- 16.1 Any person who violates any of the provisions of this Bylaw or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, or omits or neglects to fulfill, observe, carry out or perform any duty or obligation imposed by or pursuant to this Bylaw, including refusal or hindering of an inspection under this Bylaw, is guilty of an offence and
- a) pursuant to the *Community Charter* or the *Offence Act* or both shall be liable on summary conviction to:
 - (i) a fine not exceeding ten thousand dollars (\$10,000.00), imprisonment of not more than 6 months, or both,
 - (ii) the costs of prosecution, and
 - (iii) any other penalty or remedy imposed or permissible pursuant to an enactment;
 - b) the penalties and remedies imposed under subsection a) shall be in addition to and not in substitution for any other penalty or remedy imposed by or permissible under this Bylaw or any other enactment; and
 - c) each day that a violation is caused or allowed to continue constitutes a separate offence under this Bylaw.
- 16.2 Any person who neglects or refuses to carry out works prescribed by the *Public Works Manager* to remedy a contravention of this Bylaw commits an offence.

16.3 In addition to the foregoing, the *Municipality* may elect enforcement under Bylaw Notice Enforcement Bylaw No. 385, 2006, as amended, and in that event, any bylaw contraventions under this Bylaw shall not constitute the creation of an offence.

17.0 Severability

17.1 If any Section or portion of this Bylaw is held to be invalid by a Court of competent jurisdiction, such invalid Section or portion shall be severed and such invalidity shall not affect the remainder of this Bylaw.

READ A FIRST TIME	the	10 th	day of	April, 2018.
READ A SECOND TIME	the	10 th	day of	April, 2018.
READ A THIRD TIME	the	24 th	day of	April, 2018.
Approval of the Ministry of Energy, Mines and Petroleum Resources waived	the	27 th	day of	June, 2018.
Approval of the Ministry of Environment and Climate Change Strategies waived	the	9 th	day of	July, 2018.
ADOPTED	the	17 th	day of	July, 2018.

Mayor

Corporate Officer

Certified a true copy of Soil Deposit,
Soil Removal and Site Alteration
Bylaw No. 510, 2018 as adopted.

Corporate Officer

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VILLAGE OF LIONS BAY

Incoming Correspondence - January 22, 2019

General Correspondence:

- G-1: Metro Vancouver Nominations for Membership on Metro's AAC (Page 1)
- G-2: Avalanche Safety (Page 4)
- G-3: Gas Tax Agreement Community Works Fund Payment (Page 5)
- G-4: FLNR Response to Rural Dividend Program (Page 6)
- G-5: Message from the Legislative Assembly of BC (Page 8)
- G-6: Community Child Care Program (Page 10)
- G-7: Climate Change Impacts (Page 13)
- G-8: International Day for the Elimination of Racial Discrimination (Page 17)
- G-9: 2019 Premier's Awards for Excellence in Education (Page 19)
- G-10: Federation of Canada Municipalities (Page 21)

Resident Correspondence:

- R-1: Response from Mayor re. \$40,000 RCMP (Page 23)

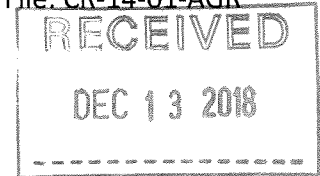


Office of the Chair
Tel. 604.432-6215 Fax 604.451-6614

DEC 07 2018

Mayor Ron McLaughlin and Council
Village of Lions Bay
400 Centre Road PO Box 141
Lions Bay, BC V0N 2E0
VIA EMAIL: mayor.mclaughlin@lionsbay.ca

File: CR-14-01-AGR



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

Dear Mayor McLaughlin and Council:

Re: Nominations for Membership on Metro Vancouver's Agricultural Advisory Committee

This letter is to invite you to nominate a member to sit on Metro Vancouver Regional District's (Metro Vancouver) Agricultural Advisory Committee (AAC) for a four-year term starting in 2019.

Metro Vancouver has had an AAC since 1994 to provide advice and recommendations to the standing committee responsible for matters related to the protection of agricultural land and the viability of agriculture in the region. The AAC also serves as a regional forum for sharing information on local agriculture.

Previous recommendations to the Metro Vancouver Board have contributed to the award of agricultural awareness grants and policy proposals to address non-farm use of agricultural land. The AAC also provides advice to staff on the potential implications of Metro Vancouver's activities and policy decisions for agriculture in the region.

The AAC membership is drawn from nominations received from member jurisdictions, agricultural organizations and educational institutions. We are seeking individuals who are committed to supporting local farming and the future viability of the region's agricultural industry. The membership will represent a diversity of expertise and a range of agricultural commodities from both urban and rural areas of the region. The AAC Terms of Reference are attached.

Please reply with your nomination and their contact information by Wednesday, February 20, 2019. If you have any questions, contact Theresa Duynstee, Senior Regional Planner by phone at 604- 451- 6024 or by email at theresa.duynstee@metrovancouver.org.

Yours truly,

Sav Dhaliwal
Chair, Metro Vancouver Board

SD/NC/HM/td

Encl: Agricultural Advisory Committee Terms of Reference (Doc #27752443)
27655715

Agricultural Advisory Committee

Terms of Reference

The Agricultural Advisory Committee (AAC) is a committee comprised of stakeholder representatives that provides advice and recommendations to the standing committee responsible for matters related to the protection of agricultural land and the viability of agriculture in the region (“Standing Committee”).

Committee Responsibilities

Within the context of the *Board Strategic Plan*, MVRD Board policies and *Metro Vancouver 2040: Shaping Our Future*, the AAC exists to raise, and provide insight on, important agricultural issues in the Metro Vancouver region. The AAC’s specific responsibilities include the following:

- **Agriculture in the Region** – The AAC provides advice and recommendations to the Standing Committee on:
 - Actions to protect agricultural land and promote the viability of farming in the region;
 - Recipients for the Agricultural Awareness grants funded by Metro Vancouver;
 - Opportunities to raise awareness of the contributions made by agriculture to the sustainability of the region; and
 - Other matters related to agriculture that the Standing Committee refers to the ACC, or that AAC itself identifies.
- **Implications for Agriculture** – The AAC identifies and provides advice to staff and the Standing Committee on the potential implications of Metro Vancouver’s service activities and policy decisions for agriculture in the region.
- **Information and Perspectives** – The AAC serves as a forum for the exchange of technical information and policy perspectives on agricultural issues in the region.

Committee Membership

The membership is based on nominations from member municipalities, agricultural organizations and educational institutions and selected agencies. Initial appointments are made in the months following the regular local government general elections, and before the AAC’s inaugural meeting.

The Chair of the MVRD Board appoints one MVRD Director to the AAC. One representative each from the British Columbia Ministry of Agriculture and the Agricultural Land Commission may also be appointed. All three of these representatives are non-voting members, and do not form part of the quorum calculation. Apart from the one non-voting MVRD Director, local elected officials, including members of municipal councils, are not eligible to serve as members of the AAC.

All members are appointed for a four-year term by the Chair of the Metro Vancouver Regional District (MVRD) Board except the MVRD Director, who is appointed annually. In the event that a member is

no longer able to participate, an alternate representative from the nominating organization can be appointed by the Chair of the MVRD Board for the remainder of the term.

The AAC consists of a maximum of twenty (20) members who, as a collective, represent a diversity of agricultural producer groups, member municipalities, food-related organizations, agricultural educators and urban agriculture practitioners. Up to seventeen (17) members are voting members, and up to three (3) are non-voting members. Agricultural producers should comprise the majority of voting members of the Committee at all times.

The members of the AAC elect a Committee Chair and Vice Chair at the first meeting of each calendar year.

Committee Meetings

The AAC meets four to five times per year. The regular location for meetings will be the Metro Vancouver's Head Office, but one meeting a year can be held in an alternate location in the Lower Mainland. Meetings of the AAC are generally open to the public, unless there are confidential matters to be discussed in a meeting closed to the public.

A quorum of 50% plus one of the voting members of the AAC membership is required to conduct AAC business. Each voting member of the AAC has one vote on each matter; a simple majority of votes decides every matter.

A meeting room and minute taking services shall be provided by Metro Vancouver. Meeting minutes, which will be provided for each meeting, shall be forwarded to the Regional Planning Committee for information.

Committee Management

The AAC Chair, or in the absence of the Chair, the Vice Chair, is the chief spokesperson on matters of public interest within the AAC's purview. If the AAC passes a resolution intended for the Standing Committee, the Agricultural Advisory Committee Chair or the MVRD Director appointed to the AAC will speak on behalf of the AAC to the Standing Committee.

On technical matters or in cases where an initiative is still at the staff proposal level, the Director of Regional Planning is the appropriate spokesperson. Where necessary and practical, the AAC Chair, Standing Committee Chair and the Regional Planning Director confer to determine the most appropriate representative to speak.

The Division Manager of Electoral Area A and Environment is the Committee Manager for the AAC. The Committee Manager or their delegate is responsible for coordinating agendas and serves as the principal point of contact for AAC members.



Pamela Goldsmith-Jones

Member of Parliament
West Vancouver - Sunshine Coast - Sea to Sky Country

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

RECEIVED
DEC 17 2018

December 7, 2018

Gilles Valade, Executive Director
Avalanche Canada
Box 560,
Revelstoke, BC V0E 2S0

Dear Gilles,

It was a pleasure to speak with you last spring about the steps we can take to increase safety and prevent losses from avalanches in Canada's winter recreation industry. I would like to congratulate you and the whole team at Avalanche Canada on achieving a one-time endowment of \$25 million in 2018-19 to ensure that Canadians are better informed of the risks that avalanches pose and how to stay safe in back-country areas.

On behalf of those I represent, and the thousands of visitors to West Vancouver-Sunshine Coast-Sea to Sky Country, we appreciate your dedication to safety on the mountains.

Sincerely,

A handwritten signature in cursive script that reads "P. Goldsmith-Jones".

Pamela Goldsmith-Jones, M.P.
West Vancouver-Sunshine Coast-Sea to Sky Country

cc: Mayor and Council, Village of Pemberton
Mayor and Council, Resort Municipality of Whistler
Mayor and Council, District of Squamish
Mayor and Council, Village of Lions Bay
Mayor and Council, District of West Vancouver
Richard Kinar

Confederation Building, Room 583 | 6367 Bruce Street
Ottawa, ON K1A 0A6 | West Vancouver, BC V7W 2G5
Tel: 613 947 4617 Fax: 613 947 4620 | Tel: 604 913 2660 Fax: 604 913 2664

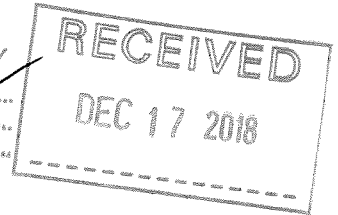
pam.goldsmith-jones@parl.gc.ca
www.pgoldsmithjones.ca



December 10, 2018

Mayor Ron McLaughlin
Village of Lions Bay
Box 141
Lions Bay, BC V0N 2E0

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



Dear Mayor Ron McLaughlin:

RE: GAS TAX AGREEMENT COMMUNITY WORKS FUND PAYMENT

I am pleased to advise that UBCM is in the process of distributing the second of two Community Works Fund (CWF) payments for fiscal 2018/2019. An electronic transfer of \$29,631.87 is expected to occur within the next 30 days. These payments are made in accordance with the payment schedule set out in your CWF Agreement with UBCM (see section 4 of your Agreement).

CWF is made available to eligible local governments by the Government of Canada pursuant to the Administrative Agreement on the Federal Gas Tax Fund in British Columbia. Funding under the program may be directed to local priorities that fall within one of the eligible project categories.

Further details regarding use of CWF and project eligibility are outlined in your CWF Agreement and details on the Renewed Gas Tax Agreement can be found on our website at www.ubcm.ca.

For further information, please contact Gas Tax Program Services by e-mail at gastax@ubcm.ca or by phone at 250-356-5134.

Very best,

Arjun Singh
UBCM President

Pc: Pamela Rooke, Chief Financial Officer



Reference: 244204

December 17, 2018

VIA EMAIL: cao@lionsbay.ca

His Worship Mayor Ron McLaughlin
 Village of Lions Bay
 PO Box 141
 Lions Bay, British Columbia
 V0N 2E0

Dear Mayor McLaughlin:

Thank you for your letter of November 8, 2018, to Minister Doug Donaldson, regarding the eligibility of the Village of Lions Bay for the Rural Dividend Program. I have been asked to respond.

The Ministry of Forests, Lands, Natural Resource Operations and Rural Development is government's lead on rural development for British Columbia and we are committed to helping rural and Indigenous communities build their capacity to develop sustainable and resilient futures.

As you noted in your letter, the Village of Lions Bay is currently ineligible for funding through the Rural Dividend Program because it is located within the boundaries of the Metro Vancouver Regional District. We appreciate you taking the time to identify your concerns regarding the current eligibility requirements for the program.

As part of our commitment to continuous improvement we are undertaking a third-party review of the program, which will be completed in early 2019. This review will help us ensure the program continues to meet the needs of rural stakeholders. Eligibility requirements will be examined as part of the program review process.

The program review will include an analysis of quantitative data as well as the perspectives of past applicants and stakeholders through an online questionnaire and interviews. The views of the Village of Lions Bay have been included as part of the review, as Peter DeJong, Chief Administrative Officer, has completed an interview with the project leads.

Following the completion of the program review, the ministry will review the findings and recommendations and will implement revisions to the program in advance of the (next) sixth application intake period. I encourage you to monitor the program for updates.

Page 1 of 2

Again, thank you for taking the time to express your views about the program.

Sincerely,



Dave Peterson
Assistant Deputy Minister

pc: Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource
Operations and Rural Development

From: [Shawna Gilroy](#)
To: [Shawna Gilroy](#)
Subject: FW: Message from the Legislative Assembly of British Columbia
Date: Thursday, January 17, 2019 3:28:12 PM

From: info@civicinfo.bc.ca [<mailto:info@civicinfo.bc.ca>]
Sent: Tuesday, December 18, 2018 10:34 AM
To: info@civicinfo.bc.ca
Subject: Message from the Legislative Assembly of British Columbia

This message is being sent by CivicInfo BC to all BC Local Governments on behalf of the Legislative Assembly of British Columbia.

Subject: Call for Written Submissions - Select Standing Committee on Crown Corporations
Intended Recipient(s): Mayors/Chairs/Chief Administrative Officers
Attachments: None. See message below.

MESSAGE:

Dear Mayor and Council / Chair and Board,

On November 27, 2018, the Legislative Assembly of British Columbia authorized the all-party Select Standing Committee on Crown Corporations to conduct an inquiry into transportation network services (ride hailing services).

The Committee's Terms of Reference specifies that the Committee may only consider input on four areas of regulation. As part of its work, the Committee would like to invite you to provide a written submission focused on any or all of the following four topics:

- What criteria should be considered when establishing boundaries?
- How should regulations balance the supply of service with consumer demand, including the application of the Passenger Transportation Board's current public convenience and necessity regime as it pertains to transportation network services?
- What criteria should be considered when establishing price and fare regimes that balance affordability with reasonable business rates of return for service providers?
- What class of drivers' licence should be required for ride-hailing drivers to ensure a robust safety regime without creating an undue barrier for drivers?

Should you wish to participate, would you kindly provide a written submission in pdf or word format to CrownCorporationsCommittee@leg.bc.ca by **Friday, February 1, 2019**. Written submissions may be 500 words in length, with an additional 1000 words to answer each of the questions above for a maximum of 4500 words.

Submissions to parliamentary committees are considered public documents and may be published on the Committee's website or made available to interested parties upon request following the release of the Committee's report.

Further information on the work of the Committee, including a list of Members and the Committee's Terms of Reference, is available online at: <https://www.leg.bc.ca/cmt/cc>

If you have any questions about the work of the Committee, please contact the Parliamentary Committees

Office at 250-356-2933 or CrownCorporationsCommittee@leg.bc.ca.

On behalf of the Committee, thank you for your consideration of this invitation. We look forward to your participation.

Sincerely,

Bowinn Ma, MLA (North Vancouver-Lonsdale), Chair
Stephanie Cadieux, MLA (Surrey South), Deputy Chair

cc: Susan Sourial, Clerk to the Committee

Select Standing Committee on Crown Corporations
c/o Parliamentary Committees Office
Room 224, Parliament Buildings, Victoria, BC V8V 1X4

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CivicInfo BC makes no representations or warranties whatsoever, either expressed or implied, with respect to the accuracy, reliability or suitability for any purpose, of the information contained or referenced in this message.

From: [Shawna Gilroy](#)
To: [Shawna Gilroy](#)
Subject: FW: Letter from the Honourable Katrine Conroy and the Honourable Katrina Chen
Date: Thursday, January 17, 2019 3:42:53 PM

From: MCF Info MCF:EX [<mailto:MCF.Info@gov.bc.ca>]
Sent: Friday, January 04, 2019 3:22 PM
To: Lions Bay Reception <reception@lionsbay.ca>
Subject: Letter from the Honourable Katrine Conroy and the Honourable Katrina Chen

VIA E-MAIL

Ref: 241210

His Worship Mayor Ron McLaughlin and Council
Village of Lions Bay
E-mail: reception@lionsbay.ca

Dear Mayor McLaughlin and Council:

As we enter a new year, we would like to thank local governments for the important work you do to support communities and families throughout British Columbia. Many families across the province are looking for access to affordable, quality child care, and currently too many are struggling to find the care they need.

To support the expansion of affordable, quality and accessible child care throughout British Columbia, the province has partnered with the Union of British Columbia Municipalities (UBCM) to [offer two funding programs](#) for local governments to help create more licensed child care spaces:

- The **Community Child Care Space Creation Program**, established with \$13.7 million in funding under the Canada-British Columbia Early Learning and Child Care Agreement, will award up to \$1 million to local governments creating new licensed child care spaces within their own facilities for children aged five and under, with a focus on spaces for infants and toddlers.
- The **Community Child Care Planning Program** will provide up to \$25,000 in funding for local governments to engage in child care planning activities in order to develop a community child care space creation action plan. Local governments who work together on applications will be eligible for up to \$25,000 per local government. For example, three local governments applying together for one project may be eligible to receive up to \$75,000.

The deadline for both programs is approaching quickly—be sure to submit your application to UBCM no later than January 18, 2019.

UBCM is administering both programs. These partnerships ensure that planning for child care spaces is done at the community level and that child care spaces are created where they are most needed; after all, local governments know their communities best.

We encourage you to consider how you can take advantage of these programs to help meet the child care needs of families in your communities.

We understand that assembling a strong application takes time and would like to highlight that the Community Child Care Planning Program requires only a budget and council/board resolution in addition to the application form. To assist you in meeting the application deadline for these programs, we have enclosed a sample resolution to bring to your council or board.

If you do not have a project ready to meet the UBCM application deadline for the Community Child Care Space Creation Program, please also consider the [Childcare BC New Spaces Fund](#), which has no deadline to apply. This fund offers up to \$1 million per facility for public sector partnerships with non-profit child care providers (as well as school boards and band or tribal councils or First Nations governments directly operating child care programs), and up to \$250,000 or \$500,000 per facility for all other types of organizations.

For more information about the community child care programs, visit [UBCM's Web site](#) or contact Local Government Program Services at 250 952-9177 or lgps@ubcm.ca.

As always, please feel free to contact the office of the Minister of State for Child Care with any questions at CC.Minister@gov.bc.ca, and visit [Childcare BC](#) for more information about the province's investments in child care.

Thank you again for the outstanding work you do for families in your community.

Sincerely,

ORIGINAL SIGNED BY

Katrine Conroy
Minister of Children and
Family Development

ORIGINAL SIGNED BY

Katrina Chen
Minister of State for Child Care

pc: Sasha Prynne, Programs Officer
Local Government Program Services, UBCM

Encl (below): Council or Board Community Child Care Resolution (SAMPLE)

Council or Board Community Child Care Resolution (SAMPLE)

WHEREAS there is a need for child care in the *[LOCAL GOVERNMENT NAME]*;

WHEREAS the *[LOCAL GOVERNMENT NAME]* support the creation of quality, affordable, child care spaces to help provide employment, relief for working parents and support a strong economy;

WHEREAS there are unprecedented funding programs now offered by the Union of British Columbia Municipalities (UBCM) and the Province of BC to help local government plan and

build new child care spaces;

BE IT RESOLVED That the *[LOCAL GOVERNMENT NAME COUNCIL OR BOARD]* direct staff to apply for the UBCM Community Child Care Planning program to do a child care needs assessment and manage any funds received through this program,

Or

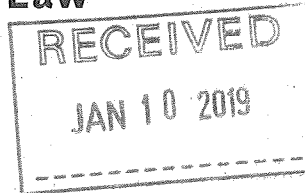
For collaborative projects only: BE IT RESOLVED That the *[LOCAL GOVERNMENT NAME COUNCIL OR BOARD]* support the *[LOCAL GOVERNMENT NAME COUNCIL OR BOARD]* primary applicant to apply for, receive and manage the grant funding on our behalf.

BE IT FURTHER RESOLVED That the *[LOCAL GOVERNMENT NAME COUNCIL OR BOARD]* direct staff to investigate potential opportunities for use of the Community Child Care Space Creation Programs, and the Childcare BC New Spaces Fund, and come back to Council with a recommendation of ways to avail ourselves of this new funding opportunity to create child care spaces.



10 December 2018

Lions Bay (Village)
400 Centre Road
Lions Bay, BC V0N 2E0



Georgia Strait Alliance
Caring for Our Coastal Waters



MY SEA TO SKY

Dear Mayor and Council,

Re: Your local climate change impacts and the fossil fuel industry

Congratulations on your election as the Mayor and Council of Lions Bay. We know that you have each run because you want to help your community be as strong as it can.

We are writing further to our January 25th, 2017 letter (copy enclosed), to again ask you to take action to protect your community and taxpayers from the impacts and costs of climate change by holding fossil fuel companies accountable for a share of those climate costs. Specifically, we would like you to:

- a. Begin tracking the costs of climate change that are being incurred by your community; and
- b. Join the more than a dozen BC local governments that have sent Climate Accountability Letters to 20 of the world’s largest fossil fuel companies demanding that they pay a share of the costs of climate change.

Understanding the costs of climate change

A large majority of the local government mayors and councillors that we’ve spoken with since our initial letter was sent know that climate change is harming their communities.

Some communities have been on the front-lines, with evacuations and destruction from wildfires, floods and droughts that were almost certainly made worse due to climate change. But even communities which have not faced such catastrophic events are finding that the costs of building and maintaining infrastructure such as roads, storm-drains, sea-walls, and other structures impacted by weather or which have to be designed with future climatic conditions in mind, are higher than they used to be, due to the reality of a changing climate.

There are also real costs in planning for climate change adaptation and implementing those plans, even if, in the long run, those steps will save taxpayer dollars (by avoiding even greater climate costs). Responsible financial managers know that they need to take action to prepare their communities for climate change, and to avoid massive future catastrophes.

While a handful of municipalities have begun to estimate what their current¹ and future climate costs² are likely to be, most local governments have not yet turned their minds to this important question – which is

¹ For example, the City of Powell River (Minutes, 15 March 2018, Agenda Item 7-7), instructed its staff to “incorporate climate change adaptation and mitigation costs into the City's Asset Management Plans.”

² For example, City of Vancouver staff have estimated the costs of municipal infrastructure required to address sea-level rise to 2100 at \$1 billion: <https://council.vancouver.ca/20180725/documents/pspc2.pdf>.

unfortunate, because it undermines their ability to manage for financial pressures and prepare their communities for climate change.

In the age of climate change, responsible financial management demands that we start to get a handle on what climate change is costing, and will cost, our communities, and begin the discussion of how we will collectively pay for those costs.

We hope that you will instruct your staff to begin identifying and tracking climate change costs through your existing assessment and infrastructure planning and management, climate adaptation planning and other steps related to climate change.

Seeking costs recovery

In our January 25th, 2017 letter we challenged your community to take action to hold fossil fuel companies accountable for a share of the costs of climate change that your community is experiencing. Here are two good reasons that a growing number of communities in BC and elsewhere are doing just that.

1. Fiscal responsibility

As local governments struggle to come to grips with the rising tide of climate change costs, it's becoming increasingly important to ask how we will collectively pay for those costs. While the provincial or federal governments may help, it's unrealistic to demand that taxpayers (whether local, provincial or federal) pay 100% of the costs, while fossil fuel companies take no responsibility for the harm caused by their products, while pocketing billions of dollars in profits.

We know that our communities are built around the automobile and cheap fossil fuels, and taxpayers will need to pay some of the costs of climate change. But that doesn't mean that the companies which profited most from the fossil fuel economy shouldn't pay their fair share.

Indeed, it would be fiscally irresponsible for BC's municipalities to pass 100% of those costs on to their taxpayers without seeking to recover some share of those costs from corporations which have directly profited from fossil fuel extraction and sales. Just 20 global fossil fuel companies are responsible, through their products and operations, for almost 30% of greenhouse gas emissions in the atmosphere today.³

According to a 2017 poll conducted by Justason Market Intelligence (JMI), 82% of British Columbians support the basic idea that fossil fuel companies should pay a share of the costs of climate change. There is broad support in every region of the province.

2. Fighting climate change

When powerful corporations profit from pollution, while the public pays the true costs, those companies have a strong economic incentive to keep on producing polluting products. Chevron, Exxon and other global fossil fuel companies have made a lot of money in recent decades – and funnelled those funds into lobbying against

³ http://www.climateaccountability.org/carbon_majors_update.html (last accessed 26 October 2016) which is an update of Richard Heede's peer reviewed paper: Heede, R. "Tracing anthropogenic carbon dioxide and methane emissions to fossil fuel and cement producers, 1854–2010", *Climatic Change* (2014) 122: 229. doi:10.1007/s10584-013-0986-y.

climate action and funding misinformation about climate science instead of offering the alternatives and renewable energy.⁴

The perception that the fossil fuel industry is profitable – and cheaper than renewable energy – results from the fact that it has never paid for the harm caused by its products, distorting our economy and making it extremely difficult for the world to move away from fossil fuels.

Local governments have a unique power to demand that these companies start taking responsibility for harm caused by their products. We're not just talking Canadian companies – there are legal and non-legal options to demand accountability from global companies for their global sales and operations.⁵

When Communities demand that fossil fuel companies take responsibility for the true costs of their products, fossil fuel companies and their investors face potential risks that they must start factoring into their business decisions. In addition, the public has a valuable opportunity to learn about the relationship between increased local climate costs and the fossil fuel economy.

In short, local government action to hold fossil fuel companies accountable for local climate costs can play a powerful role in the fight against climate change.

Taking Action – Climate Action Letters

Once we realise that fossil fuel pollution is harming our communities, and that we can't afford to pay those costs alone, the first step in demanding accountability from fossil fuel companies is to start talking publicly to those companies about your climate costs and their responsibility to pay a fair share of those costs.

That's why 15 local governments from across BC (plus the Association of Vancouver Island and Coastal Communities, representing 53 local governments) have written to 20 of the world's largest fossil fuel companies demanding that they pay their fair share of local climate costs.⁶ Climate Accountability Letters are easy and cheap and yet signal that you're aware of how difficult climate costs will be and are looking for the fossil fuel industry to step up.

A Climate Accountability Letter will not (of course, but unfortunately) result in a cheque in the mail. Some municipalities have received replies from fossil fuel companies outlining their plans to reduce greenhouse gas emissions, so the letters are at least being read and considered. The letters also begin an important conversation with your citizens about how your community will deal with the impacts and costs of climate change.

Please consider this letter as a request for your Council to send a Climate Accountability Letter to the 20 largest fossil fuel companies, whose emissions represent 30% of global greenhouse gas emissions.⁷ For more information on how and why to send a Climate Accountability Letter, please see *Climate Accountability Letters: An Introduction for Local Governments*.⁸

⁴ CIEL. Smoke and Fumes: The Legal and Evidentiary Basis for Holding Big Oil Accountable for the Climate Crisis (Nov 2017), available at <https://www.ciel.org/reports/smoke-and-fumes/>, last accessed 26 October 2018.

⁵ M. Byers, A. Gage et al. The Internationalization of Climate Damages Litigation. Washington Journal of Environmental Law and Policy, Vol 7(2), July 2017.

⁶ For examples of letters sent by other local governments, visit www.wcel.org/campaign-update.

⁷ The addresses of the companies and their respective contributions to global greenhouse gases are available at https://www.wcel.org/sites/default/files/file-downloads/carbonmajorsspreadsheet_final.xlsx.

⁸ <https://www.wcel.org/publication/climate-accountability-letters-introduction-local-governments>.

If you do send a letter, please consider also writing to other local governments in your region, encouraging them to do the same.

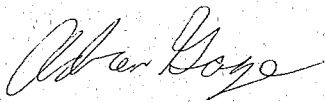
Taking Action – Beyond Letters

Sending a Climate Accountability Letter and/or tracking climate costs do not commit your Council to doing anything further. However, we hope that you will be interested in exploring further action that could lead to your recovering a fair share of your local climate costs from the fossil fuel industry. Please contact us at agage@wcel.org if you would like to explore any of the following options:

- **A class action lawsuit** – BC communities working together and pooling their resources might choose to bring a class action lawsuit against fossil fuel companies on behalf of all BC local governments, following the example of many U.S. local governments.⁹ According to the 2017 JMI poll, 63% of British Columbians support litigation by their local government to recover the fossil fuel industry's share of local climate costs.
- **Provincial legislation** – BC's local governments can add their voices to those asking that BC enact laws to clarify the legal responsibility of fossil fuel companies for local climate costs. Such legislation has been debated in Ontario's legislature,¹⁰ while more than 50 BC-based organizations have called on Premier John Horgan to enact a similar law.¹¹
- **International treaties** – BC local governments can ask the Canadian government pursue a climate damages tax, levied on global fossil fuel companies, in their negotiations of global climate treaties.¹²

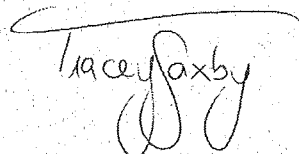
We would be happy to provide your Council with further information about climate costs, Climate Accountability Letters or any of the above options to hold fossil fuel companies accountable.

Sincerely,



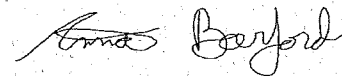
Andrew Gage,
Staff Lawyer

West Coast Environmental Law



Tracey Saxby,
Executive Director

My Sea to Sky



Anna Barford,
Community Organizer

Georgia Strait Alliance

Enclosures

⁹ <https://insideclimatenews.org/news/04042018/climate-change-fossil-fuel-company-lawsuits-timeline-exxon-children-california-cities-attorney-general>.

¹⁰ <https://www.ola.org/en/legislative-business/bills/parliament-42/session-1/bill-37>.

¹¹ <https://www.wcel.org/publication/joint-letter-premier-horgan-liability-climate-related-harms-act>.

¹² See the Climate Damages Tax Declaration at <https://www.stampoutpoverty.org/cdt/climate-damages-tax-declaration/>.

From: [Ntakirutimana, Thierry](#)
To: [Undisclosed Recipient@TheCanadaCouncil](mailto:Undisclosed_Recipient@TheCanadaCouncil)
Cc: [Lacasse, Cynthia](#); [Cyr, Angèle](#); [Poulin-Gladu, Vanessa](#); [Koffi, Daly](#)
Subject: International Day for the Elimination of Racial Discrimination (March 21) | Journée internationale pour l'élimination de la discrimination raciale (21 mars)
Date: Thursday, January 10, 2019 8:27:38 AM
Attachments: [image001.png](#)

Dear CCMARD members and partners,

In order to celebrate the International Day for the Elimination of Racial Discrimination (March 21), the Canadian Commission for UNESCO (CCUNESCO) will be coordinating again this year, with the support of its various networks and partners, a social media campaign to raise awareness about racial discrimination.

Thanks to you and the efforts you have made to promote the campaign in your various networks, the 2018 campaign reached 4.6 million people in Canada and around the world.

This campaign is important. Every day, racism and discrimination are present in our communities, in our municipalities and on the Internet. Ethnic and religious minorities, Indigenous people and refugees, among others, are increasingly stigmatized. However, by joining forces, we can eliminate racial discrimination at its source by tackling stereotypes and ignorance. Participation in this campaign allows you, whether you are elected, employed, representing civil society organizations or other, to clearly express your commitment to fighting racial discrimination. More information on the campaign and the various ways to participate will be sent to you in the coming weeks.

We hope that the 2019 campaign will spark your interest again and that you will join us in making it even more successful this year!

Warm regards,

Cynthia

Chers membres et partenaires de la CCMRD,

Afin de célébrer la Journée internationale pour l'élimination de la discrimination raciale (21 mars), la Commission canadienne pour l'UNESCO (CCUNESCO) coordonnera cette année encore, avec le soutien de ses réseaux et de ses partenaires, une campagne de médias sociaux pour sensibiliser contre la discrimination raciale.

Grâce à vous et aux efforts que vous avez investis afin de faire connaître la campagne dans vos différents réseaux, la campagne 2018 a permis de rejoindre 4,6 millions de personnes au Canada et ailleurs dans le monde.

Cette campagne est importante. Chaque jour, le racisme et la discrimination sont présents dans nos collectivités, nos municipalités et sur Internet. Les minorités ethniques et religieuses, les Autochtones et les réfugiés, entre autres, sont victimes d'une stigmatisation de plus en plus marquée. Cependant, en unissant nos forces, nous pouvons éliminer la discrimination raciale à la source en nous attaquant aux stéréotypes et à l'ignorance. Une participation à cette campagne vous permet, que vous soyez élu(e), employé(e), représentant(e)s d'organisations de la société civile ou autre, d'exprimer clairement votre engagement à lutter contre la discrimination raciale. De plus amples renseignements sur la campagne et sur les différentes façons d'y participer vous seront envoyés au cours des

prochaines semaines.

Nous espérons que vous pourrez vous joindre à nous afin de faire de la campagne 2019 une réussite.

Bien à vous,

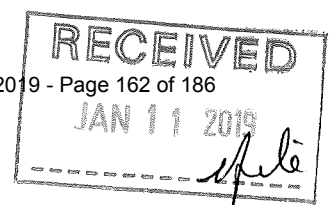


Thierry Ntakirutimana

Program Assistant

Adjoint de programme

613-566-4414, ext. | poste 4565 | 1-800-263-5588
150 Elgin Street | rue Elgin, PO Box | CP 1047, Ottawa ON, K1P 5V8
en.ccunesco.ca | [Facebook](#) | [Twitter](#) | [YouTube](#)



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

January 7, 2019

Ref: 207062

To Mayors:

I am pleased to announce the launch of the 2019 Premier's Awards for Excellence in Education effective today. Following a successful inaugural year for the Awards program this past year, Government is once again proud to recognize the enormous contributions of British Columbia's exceptional teachers, administrators and support staff who are vital to the cultural, economic and social well-being of the province. The Awards recognize all outstanding education professionals who have made exceptional contributions to benefit their school, students and their communities.

The Awards are open to all education professionals within the BC K12 public, independent, band or international school systems. This year, Awards will be given in the following categories:

- Community Engagement
- District Leadership
- Extracurricular Leadership
- Indigenous Education
- Outstanding New Teacher
- Outstanding Support (School Community)
- Outstanding Support (Teaching Assistant)
- School Leadership
- Social Equity and Diversity
- Technology and Innovation

Nominations are now open and are welcomed from all BC citizens, including students, parents, teachers, administrators, trustees and community organizations. The deadline for nominations is March 31, 2019.

Additional information on the Awards, including a downloadable poster and brochure, can be found on the Premier's Awards for Excellence in Education website at www.gov.bc.ca/excellenceineducation.

.../2

Thank you in advance for your participation in promoting the Premier's Awards for Excellence in Education and assisting to ensure that British Columbia's very best receive the recognition that they deserve.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Fleming". The signature is fluid and cursive, with the first name "Rob" and last name "Fleming" clearly distinguishable.

Rob Fleming
Minister

Enclosure

Pamela Goldsmith-Jones

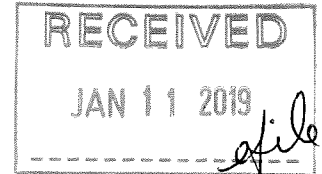
Member of Parliament

West Vancouver - Sunshine Coast - Sea to Sky Country



December 21, 2018

The Honourable Dominic LeBlanc, P.C., M.P.
Minister of Intergovernmental and Northern Affairs and Internal Trade
House of Commons
Ottawa, ON K1A 0A6



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

Dear Minister LeBlanc,

Thank you for your leadership of intergovernmental affairs. As you may know, I have been involved with the Federation of Canada Municipalities (FCM) for almost thirty years, and am grateful for its work and its recent contribution to our election platform and delivery of significant infrastructure investment.

I am pleased to present the FCM's top priorities in the spirit of renewed federalism, as all levels of government can address national challenges together.

I believe it should be a priority for our government to address these key FCM goals:

- 1) Establish a permanent intergovernmental forum.
- 2) Establish an ongoing commitment to public transit.
- 3) Invest \$400 million per year for ten years to increase broadband access to connect communities to one another and the world.
- 4) Extend the Disaster Mitigation and Adaptation Fund, instrumental to local communities in coping with climate change.

Together with local government, our government will continue to create positive change for Canadian communities.

Sincerely,

Pamela Goldsmith-Jones, M.P.
West Vancouver-Sunshine Coast-Sea to Sky Country

cc : Vicki-May Hamm, Mairesse, Ville de Magog, FCM President
The Hon. Navdeep Bains, P.C., M.P.
Mayor and Council, District of West Vancouver
Mayor and Council, Village of Pemberton
Mayor and Council, District of Squamish
Mayor and Council, Resort Municipality of Whistler

Confederation Building, Room 583 | 6367 Bruce Street
Ottawa, ON K1A 0A6 | West Vancouver, BC V7W 2G5
Tel: 613 947 4617 Fax: 613 947 4620 | Tel: 604 913 2660 Fax: 604 913 2664

pam.goldsmith-jones@parl.gc.ca
www.pgoldsmithjones.ca

Mayor and Council, Town of Gibsons
Mayor and Council, Village of Lions Bay
Mayor and Council, District of Sechelt
Mayor and Council, District of Lillooet
Mayor and Council, Bowen Island Municipality
Chair and Board of Directors, Squamish-Lillooet Regional District
Chair and Board of Directors, Sunshine Coast Regional District

From: [Ron McLaughlin](#)
To: [Fred Bain](#); [REDACTED]
Cc: [Council @ Lions Bay](#); [Peter DeJong](#); [Shawna Gilroy](#)
Subject: Re: \$40,000 RCMP
Date: Wednesday, January 02, 2019 11:47:07 AM

Dear Shawna: For our next correspondence section please.

Dear Rod: I hope you had a Merry Christmas and that things are lining up for a great new year for you.

Your email below became part of Council's correspondence at our last session before Christmas break and I was asked to respond to you. I mentioned the potential for increased police coverage in a Village Update I wrote. I am pretty excited about this since we get virtually no coverage regardless of what we pay as the 3 man Squamish force covers from there to Bowen Island. When we meet with the officer in charge again in late January / early February we will ask her how she is doing on the recruiting front. Our desire would be to have an individual in place from say May-September on a part time basis. A lot of details remain to be worked out. Our aim in attracting an officer is to:

- Create an impression. A uniformed officer with a cruiser appearing all day in the Village for several days in a row is noticed. I believe most would approve of this kind of visual presence.
- Assist in bylaw enforcement. Currently we employ two on a part time basis during the summer. Coverage would be enhanced and there may be some potential, albeit small, cost reductions due to overlap.
- Use their investigative skills. There is theft and vandalism to both public and private property in the Village. We would like to be proactive in reducing it.
- Have them write tickets. Nothing says slow down like an officer at the front of Lions Bay pulling cars over for a couple of hours on a regular basis.

Do not presume any decision has been made yet as additional enforcement is also a budget decision. This opportunity along with all of the other capital and operational asks will come forward during January-March when priorities are discussed and voted on.

Regards,

Ron McLaughlin

Mayor

The Village of Lions Bay

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

This email is intended only for the persons addressed and may contain confidential or privileged information. If you received this email in error, it'd be appreciated if you'd notify the sender and delete it. Statements and opinions herein are made by their authors in a personal capacity, and are not binding on the Municipality of the Village of Lions Bay ("Municipality") until contracted. This email is the property of the Municipality and may not be reproduced or further disseminated in whole or part without the Municipality's consent. It may be exempt from disclosure under the British Columbia Freedom of Information and Protection of Privacy Act and other freedom of information or privacy legislation, and no admissible disclosure of this email can be made without the consent of the Municipality.

From: Fred Bain
Sent: Friday, December 7, 2018 5:46 PM
To: Rod Baker
Cc: Council @ Lions Bay
Subject: Fw: \$40,000 RCMP

Rod,

I have forwardred your email as requested as a copy to them.

FJB

From: Rod Baker [REDACTED]
Sent: December 7, 2018 15:58
To: Jaime Cunliffe; Fred Bain
Subject: \$40,000 RCMP

Hi guys upon reading the village newsletter, I see the mayor suggested spending \$40,000 on RCMP "presence" As block watch captain I was told that this month was apparently the first month ever there were no police incidents in Lions Bay. If residents are asked to pay for this new cost, I believe they should be asked first if they believe it is necessary. Do you have any ideas where this initiative came from? I would be pleased if you could convey my views to counsel on this. I'm not against an RCMP presence in the village, but wonder if it is money well spent? considering the services we already have to pay for.

thanks

--

Rod Baker [REDACTED]

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	253 Bayview Rd Encroachment Agreement		
Author	Peter DeJong	Reviewed By:	
Date	January 18, 2019	Version	
Issued for	January 22, 2019 Council Meeting		

Recommendation:

- (1) THAT the Municipality enter into an Encroachment Agreement with the Owners of 253 Bayview Rd in substantially the same form as the draft Agreement attached to this report; and
- (2) THAT the CAO and Mayor be authorized to execute the Agreement.

Attachments:

- (1) Letter from Owners of 253 Bayview Rd requesting an encroachment agreement for retaining walls to be built between the property line and the street below;
- (2) Draft Encroachment Agreement for 253 Bayview Rd;
- (3) Drawings indicating in rough form the general intent of the application.

Key Information:

The septic field for this property is located at the top of the bank in front of the house. The bank has become unstable over time and requires repair and proper retaining wall structures to ensure its longterm stability. The owners are prepared to construct proper retaining walls to be approved by an engineer. The water service for the house runs up the other side of the driveway so it is not an issue and the water main is within the travelled portion of roadway. An encroachment agreement application was brought in 2004, which included a portion of the stairway, but only the stairway was approved at that time.

Options:

- (1) Approve the application;
- (2) Amend the recommendations and approve the application;



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

(3) Do not approve the application and instruct staff otherwise.

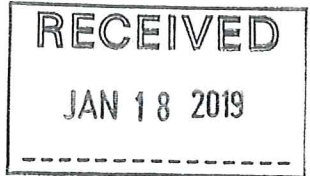
Preferred Option: Approve the application. The bank is unstable and should be properly retained, which will not interfere with any Municipal infrastructure.

Financial Considerations: None

Legal Considerations: Encroachment agreement attached. Section 219 covenant not required in the circumstances.

Follow Up Action: Per Council direction.

Communication Plan: N/A



253 Bayview Road
Lions Bay BC
V0N 2E0
January 18, 2019

To Whom It May Concern,

As you are probably aware, we have begun the process to secure and improve the appearance of the bank at the front of 253 Bayview Road in Lions Bay. Since we have moved into our home in 2001 we have seen a slow but sure erosion of the dirt from the bank in front of the house. In an effort to stop this and to create a more appealing look we drew up plans and approached the village with the intention to create an attractive landscaped finish from the street front.

In an effort to meet all the requirements of the village, secure the slope and beautify the landscape and look from the street, through Norman Pellow of Renolutions Ltd. we secured the services of a Geotech along with an established landscape architect, Randy Sharp. In consultation with the Geotech and landscape architect a plan was made. Our intention was to have 3 4' walls that step back towards the house and into the hill. Our misunderstanding in this project was the exact location of the property line. Through consultation with the building inspector it's been brought to our attention that we need to secure permission from the council to proceed as planned.

We would like to place rocks slightly forward of the property line. We respectfully request the village consider an encroachment agreement.

Basically, our objective is to secure and limit further erosion of the bank in an attractive and appealing way that will enhance the street view in the village.

Respectfully

A handwritten signature in black ink, appearing to be "Karen and Ian Grant". The signature is written in a cursive style with some loops and flourishes.

Karen and Ian Grant

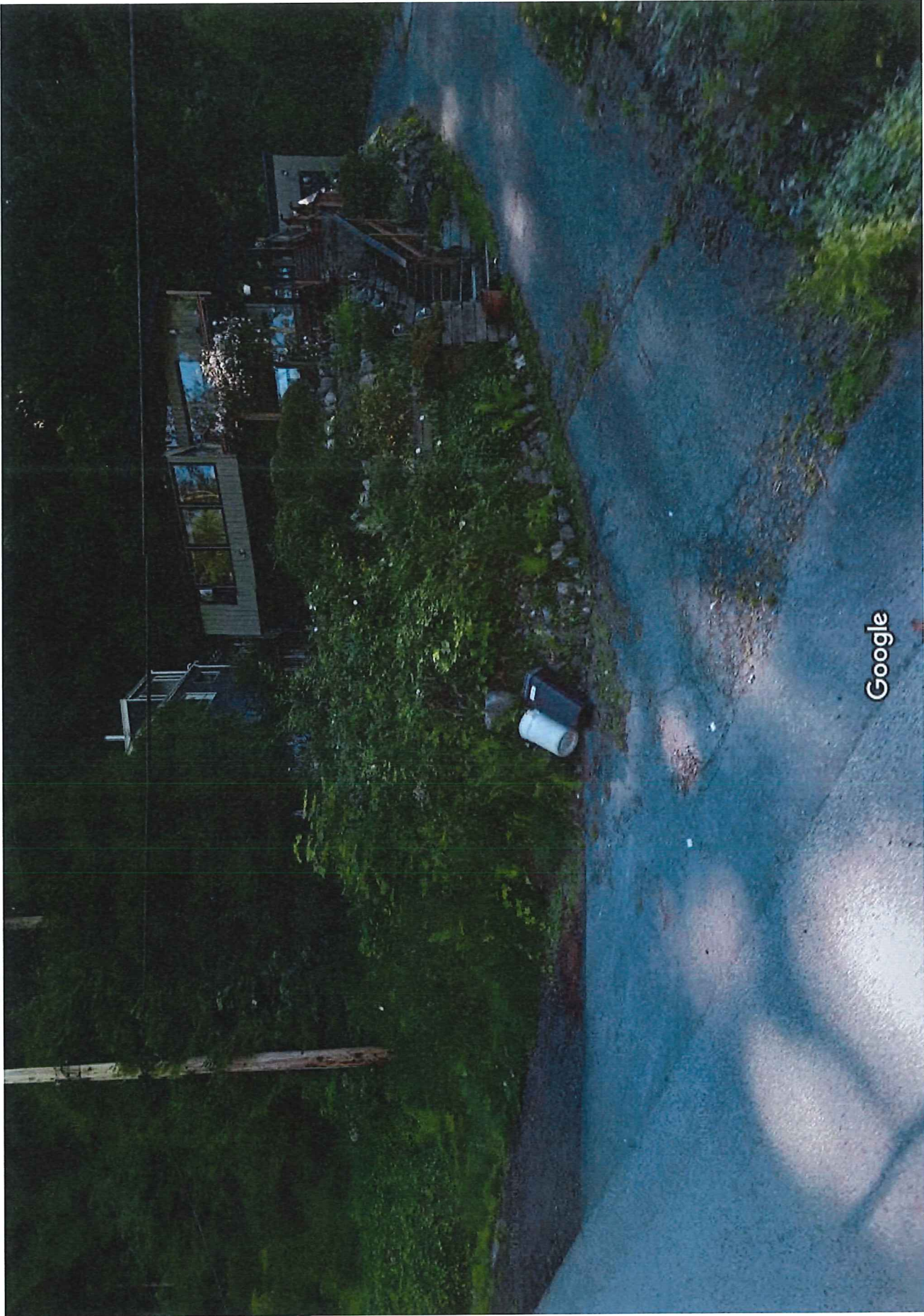
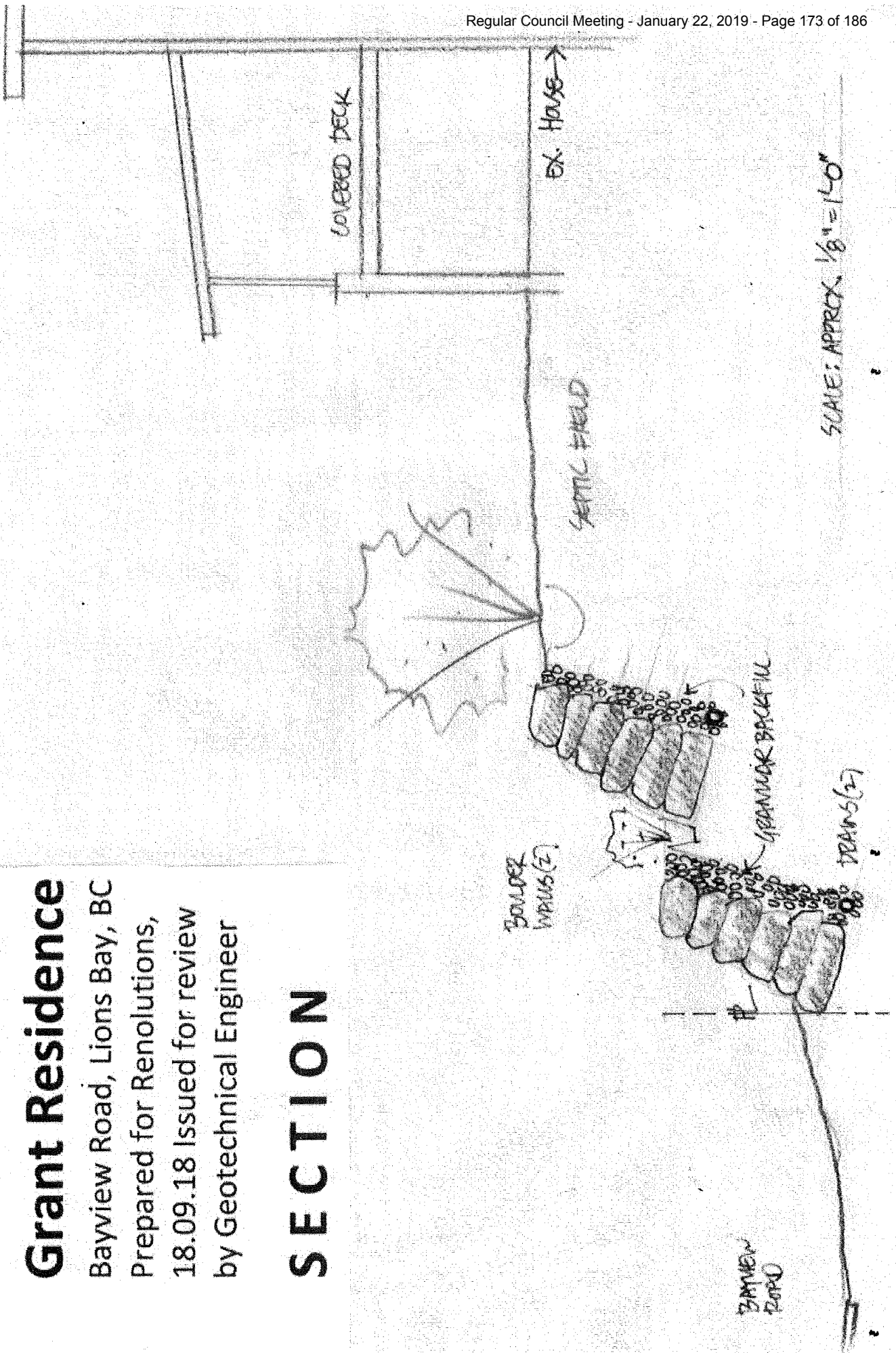


Image capture: Jul 2014 © 2019 Google

Boulder Walls for Grant Residence

Bayview Road, Lions Bay, BC
Prepared for Renovations,
18.09.18 Issued for review
by Geotechnical Engineer

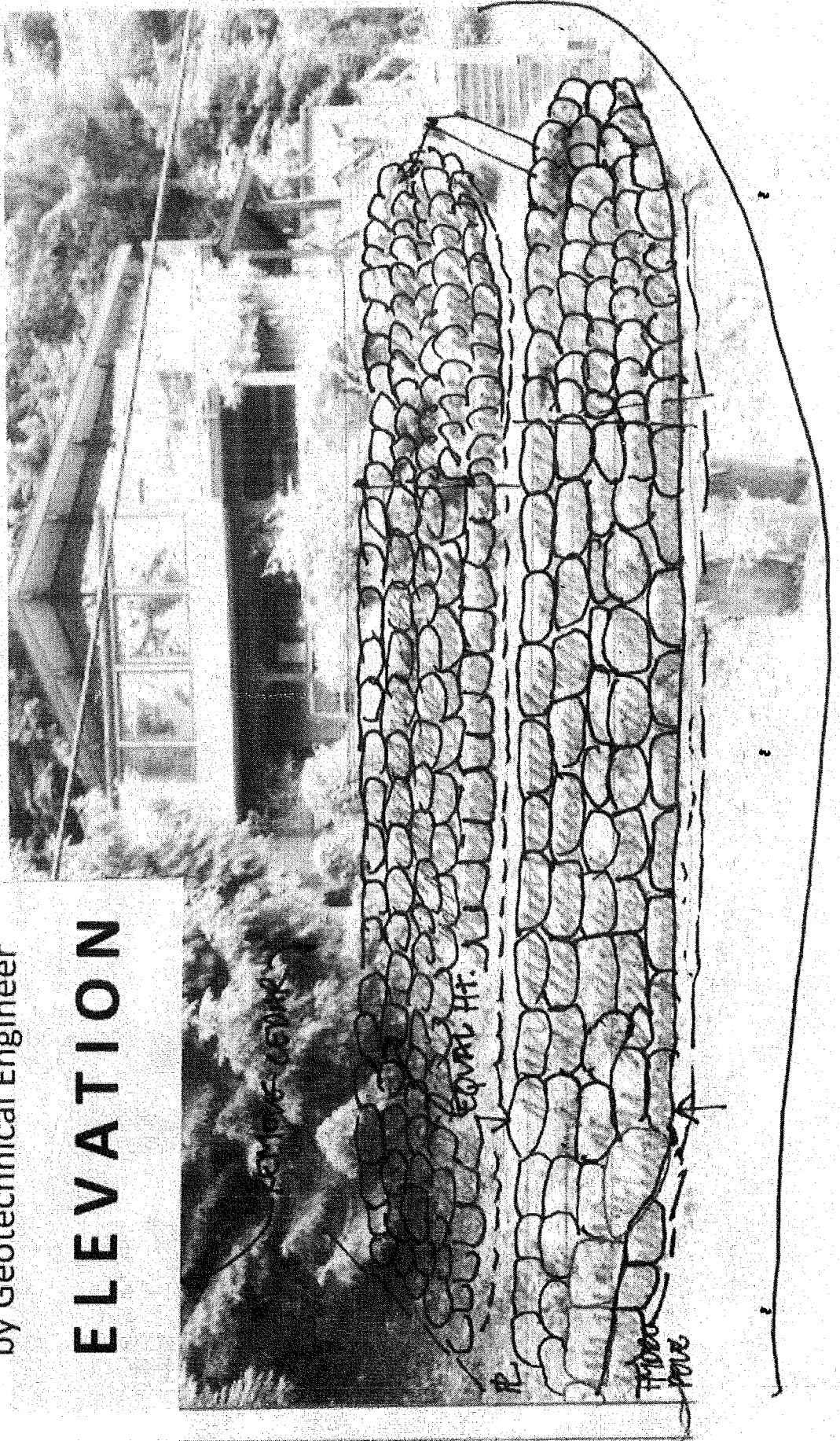
SECTION



Boulder Walls for Grant Residence

Bayview Road, Lions Bay, BC
Prepared for Renolutions,
18.09.18 Issued for review
by Geotechnical Engineer

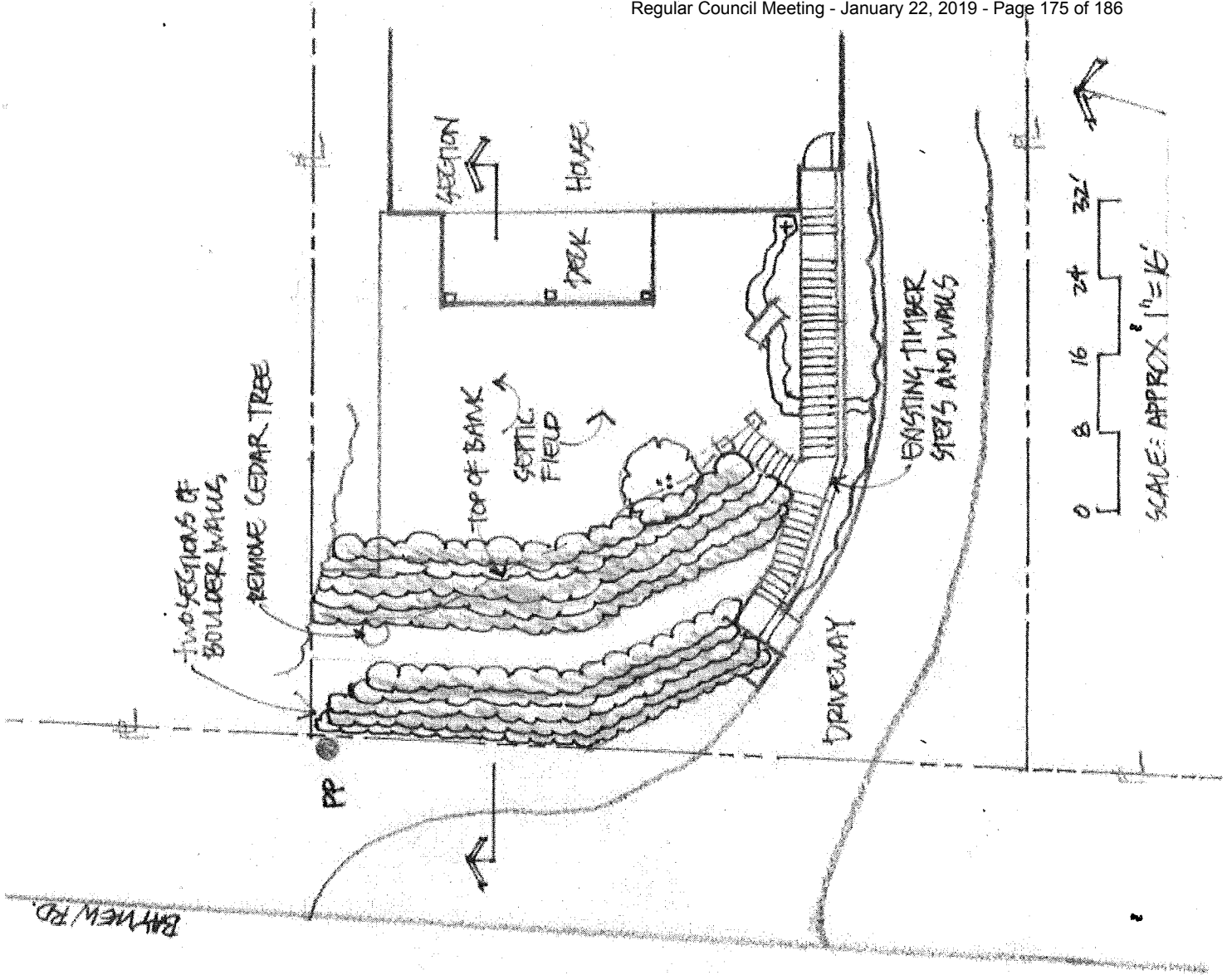
ELEVATION



Boulder Walls for Grant Residence

Bayview Road, Lions Bay, BC
Prepared for Renovations,
18.09.18 Issued for review
by Geotechnical Engineer

PLAN



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

THIS AGREEMENT dated for reference the 24th day of January, 2019.

BETWEEN:

IAN AND KAREN GRANT, residing at 253 Bayview Road, Lions Bay BC, V0N 2E0
(hereinafter called the "**Licensee**")

AND:

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

GIVEN THAT:

- A. The Municipality holds ownership and possession of highways lying and being in the Village of Lions Bay in the Province of British Columbia as per s. 35(1) of the *Community Charter*. The highway subject to this agreement is outlined in dotted lines and shown as "Area of Encroachment" on the sketch plan attached as Schedule "1"

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

PID 005-082-471, Lot C, Block A, District Lot 1814 Plan 14419

(the "**Licensee's Property**").
- C. The Licensee wishes to encroach upon an area of the Road as indicated on Schedule "1" to this agreement (the "**License Area**").
- D. The Municipality has agreed that the Licensee may occupy the License Area for the purposes and on the terms and conditions herein set forth.

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

1. **Grant of License** – The Municipality, on the terms and conditions set forth herein, grants to the Licensee the non-exclusive right and license (the “**License**”) to construct and maintain in good working order the following structures as identified in Schedule “2”:
 - (a) retaining walls designed by a qualified registered professional;

(the “**Proposed Structures**”) for only the Licensee and its permitted assigns and their servants, agents and invitees and for the Municipality and its successors and assigns and their servants, agents and invitees, PROVIDED THAT the portion of Road between the hydro pole and the paved portion of road be kept free and clear of any encroachments, such area to remain as a flat, gravel surface.
2. **Term and Renewal** – This License shall commence on the **24th day of January, 2019** (the “**Commencement Date**”), and shall terminate upon the occurrence of any of the circumstances detailed in section 3, unless otherwise agreed in writing by the Municipality.
3. **Termination**
 - (a) This License does not create any interest in property and is exclusively for the benefit of the Licensee. The License will automatically terminate upon any of the following occurrences:
 - (i) the Licensee disposing of the Licensee’s Property by sale, agreement for sale or lease, unless it has been assigned in accordance with section 12 of this agreement, failing which the purchaser may be required to remove the Proposed Structures;
 - (ii) the Proposed Structures being torn down, removed, or replaced;
 - (iii) at any time upon the Licensee providing written notice to the Municipality;
or
 - (iv) at any time upon the Municipality providing at least 6 months written notice of termination to the Licensee.
 - (v) where the Council of the Village of Lions Bay considers that, in its sole discretion, the interest of the public in the highway on which the Encroachment Area lies makes it necessary or advisable, or in the case of an emergency, the Council may shorten the time limits in this section.
 - (b) The License may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:
 - (i) if the Licensee defaults in the observance or performance of any of the terms and conditions contained in this License and the Licensee fails to

cure such default(s) within 30 days after written notice from the Municipality then the Municipality will be entitled to terminate the License without limiting the Municipality's other remedies at law or at equity; and

- (ii) if the default under subsection (i) reasonably requires more time to rectify or cure than 30 days, the Licensee will be deemed to have complied with the rectification or curing of it if the Licensee commences rectifying or curing the default within 30 days after notice from the Municipality and diligently completes same as soon thereafter as is reasonably practical.

All of the Licensee's obligations under this License that are outstanding on the date that this License is terminated will survive the termination of this Agreement. For certainty, the Licensee's obligations to release and indemnify the Municipality shall survive the termination of this Agreement, but only in respect of events occurring before termination of this Agreement.

4. **License and Permit Fees** – If applicable, the Licensee shall obtain a Driveway Crossing Permit pursuant to Driveway Crossings Bylaw No. 521, 2017 and pay to the Municipality in advance the required fees in accordance with Fees Bylaw No. 497, 2016, as amended.
5. **Powers** – For the purposes of the License herein, the Licensee and its servants, agents and invitees shall have the right to:
 - (a) use the License Area;
 - (b) have unobstructed access to and from the License Area at any and all times;
 - (c) clear the License Area and keep it clear of anything which might in the opinion of the Licensee, acting reasonably, constitute an obstruction to the use of the License Area by the Licensee; and
 - (d) do all other things on the License Area as may be reasonably necessary, desirable and incidental to the use of the License Area.
6. **Municipality May Access and May Undertake Work** – The Municipality shall have free access to all parts of the License Area. The Municipality is not required to give any notice to repair the Road or the License Area.
7. **No Other Improvements** – The Licensee will not, without the prior written consent of the Municipality, construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any buildings, structures, works, improvements, fencing, or materials on any part of the License Area.
8. **Use** – The Municipality will at all times have a priority right to use and occupy any portion or all of the License Area, without notice, in order to access other portions of the Road,

or the Licensee's property, or to carry out any public service or responsibility that requires use of or access to the License Area.

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

9. **Site Clean-up** – Upon termination of this License, the Licensee will leave the License Area in a tidy condition, and the Licensee, if required by the Municipality in its sole discretion, shall remove all personal property belonging to the Licensee within 60 days after termination of this Agreement. Any personal property not removed by the Licensee shall become the absolute property of the Municipality free of all encumbrances, without payment of any compensation to the Licensee.
10. **No Waste or Nuisance** – The Licensee will not commit or allow any wilful or voluntary waste or destruction of the License Area, or do anything that may become a nuisance or annoyance to other occupiers of the Road or adjoining lands. The Licensee will not stockpile or burn any materials on the License Area.
11. **Compliance with Laws** – The Licensee will at all times during the currency of this License use the License Area in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
12. **Assignment** – Except as expressly set out herein, the rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred. The Licensee may assign its interest under this License with the prior written consent of the Municipality, such consent not to be unreasonably withheld or delayed.
13. **Risk** – The Licensee accepts the License Area on an as-is basis and agrees that it will use the License Area at its own risk, and that the Municipality will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, its servants, agents, or invitees arising out of this Agreement or its or their use and occupation of the License Area.
14. **Indemnity** – The Licensee hereby indemnifies and saves harmless the Municipality, its officers, directors, elected officials, employees and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any

time may be paid or incurred by or claimed against the Municipality, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:

- (a) the uses of the Licensee under this License;
- (b) a breach by the Licensee of any of the covenants contained in this License;
- (c) any wrongful act or neglect of the Licensee on or about the License Area;
- (d) any damage to property related to the Licensee's use and occupancy of the License Area;
- (e) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the License Area.

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

15. **Insurance** – The Licensee shall obtain and keep in force throughout the existence of the License insurance naming the Municipality as an additional insured and protecting the Municipality and the Licensee (without any rights of cross-claim or subrogation against the Municipality) against claims by any person, including any member of the public using the Road, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Road or other loss relating to the Licensee's use of the Road to an amount of not less than Two Million (\$2,000,000.00) Dollars per occurrence (the "**Insurance Policy**").

- (a) The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days' written notice to the Municipality.
- (b) At the time of execution of this License, the Licensee shall deliver to the Municipality a copy of the Insurance Policy or an insurance binder or note evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.
- (c) At any time during the Term of this License the Municipality may require the Licensee to provide evidence to it that the Insurance Policy is valid and in full effect.

16. **Breach** – In the event that the Licensee breaches any term, condition, or provision of this Agreement, the Licensee shall remedy the breach within 30 days of receipt of a notice from the Municipality and if the breach is not remedied within that time period, all rights accruing to the Licensee under this Agreement shall cease without further notice to the Licensee, unless the Municipality, in its sole discretion, decides otherwise.

17. **Municipality May Take Action** – If the Licensee fails to do any matter required of them under this Agreement, the Municipality is entitled to take all such actions on the Licensee’s behalf and at the Licensee’s cost as are reasonably necessary to rectify the Licensee’s failure, but the Municipality is in no circumstance liable for not taking such action or its manner of doing so, provided that the Municipality acts reasonably. The Licensee shall pay to the Municipality the costs the Municipality incurs pursuant to this provision forthwith upon receipt of an invoice.

18. **General**

- (a) This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the Municipality and its successors, administrators and assigns.
- (b) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- (c) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- (d) The Schedules attached to this Agreement form part of this Agreement.
- (e) This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement, and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- (f) Time is of the essence of this Agreement.
- (g) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
- (h) The Licensee’s use of the License Area will under all circumstances be viewed as a license only and will not create nor be deemed to create any property interest in favour of the Licensee in the License Area.
- (i) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- (j) Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Municipality or the Council of the Village of Lions Bay. Further, nothing contained or implied in this Agreement shall derogate from the obligation

of the Licensee under any other agreement with the Municipality or, if the Municipality so elects, prejudice or affect the Municipality's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the Municipality's discretion, and the rights, powers, duties and obligations of the Municipality under all public and private statutes, by-laws, orders and regulations, which may be, if the Municipality so elects, as fully and effectively exercised in relation to the Road as if this Agreement had not been executed and delivered by the Licensee and the Municipality.

END OF PAGE

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

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

IAN GRANT)
)
)
_____)
Signature)
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)
)

KAREN GRANT)
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_____)
Signature)
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SCHEDULE 1 - SKETCH PLAN OF ROAD AND LICENSE AREA

SCHEDULE 2 - PROPOSED STRUCTURES

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