



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF LIONS BAY HELD ON TUESDAY, JULY 16, 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. Creative BC Filming Presentation (Page 5)
 - B. Craig Doherty – General Store and Café: Exception to Noise Bylaw (Page 19)
 - C. Carole Conlin – Dog Agility Park (Page 21)
 - D. Arash Iranshahi – Development of a View Bylaw (Page 25)
5. **Review & Approval of Minutes of Prior Meetings**
 - A. Regular Council Meeting – July 2, 2019 (Page 35)
THAT the Regular Council Meeting Minutes of July 2, 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
83	April 2, 2019	Item 8Aiii: Investigate option of falling outside the UCB to avoid future bylaws intended for larger municipalities	CAO DeJong
95	March 19, 2019	EV Charging Station – staff to find a location in the Village for the station	CAO DeJong
96	June 18, 2019	Correspondence R1: Karl Buhr – New Parking Measures – Mayor McLaughlin to respond	Mayor McLaughlin
97	July 2, 2019	Mayor McLaughlin to sign letter of support re: Biosphere Initiative Program	Mayor McLaughlin
98	July 2, 2019	R1: Anne Crosthwait – Newcomers Event –	Councillor Cunliffe

		Councillor Cunliffe to remind Council of this event closer to the date (September 26)	
99	July 2, 2019	R5: Paula Vendargon – Visibility concerns at Brunswick. PWM Jaffer to respond	PWM Jaffer

8. Reports

A. Staff

- i. CFO: Preliminary Mid Year Review (Page 43)
 THAT the report “2019 Preliminary Mid-Year Review” be received for information purposes.
- ii. PWM: Request for Decision – Kelvin Grove WWTP Engineering Services (Page 61)
 THAT Council approve the award of RFP 19.01 Kelvin Grove RBC WWTP Engineering Services to EDH Consulting Ltd. in the amount of \$20,805.56; and

 THAT the CAO be authorized to execute contract documents in accordance with the scope of work required up to the amount of \$20,805.56, not including GST.
- iii. CAO: LB Alert Update (Verbal)
- iv. CAO: Information Report – Transit Survey Results (Page 105)
 THAT the Information Report, “Transit Survey Results” be received.
- v. CAO: Direction Request – Filming in Lions Bay (Page 119)
 THAT Council provide direction to staff with respect to the issue(s) outlined in this report.
- vi. CFO: Request for Decision – Asset Management Investment Plan (Phase II) (On-Table)

B. Mayor – None

C. Council – None

D. Committees

- i. Board of Variance – February 26, 2019 Meeting Minutes (Page 171)
 THAT Council receive the February 26, 2019 Board of Variance meeting minutes for information.
- ii. Board of Variance – April 23, 2019 Meeting Minutes (Page 173)

THAT Council receive the April 23, 2019 Board of Variance meeting minutes for information.

E. Emergency Services – None

9. Resolutions

A. Relaxation of Bylaws – 39 Brunswick Beach Road (Verbal Update re. Tabled Item)
THAT Council relax the Noise Bylaw to allow live music from 5 pm until 8:30 pm at 39 Brunswick Beach Road on August 5th, 2019.

B. Relaxation of Noise Bylaw – General Store & Café (Page 177)
At the July 2, 2019 Council meeting, Mayor McLaughlin required that the following resolution from the June 18, 2019 meeting be brought back for reconsideration:

“THAT Council relax the noise bylaw to allow for live amplified music on the patio at the General Store & Cafe on Fridays, Saturdays, Sundays and holiday Mondays through to the end of summer, between the hours of noon and 8 pm, weather permitting, at the discretion of the Store/Cafe owner.”

Delegation materials from July 2nd, and correspondence for and against the resolution, along with the Delegation materials at Item 4B of this Agenda are attached at the page first referenced above.

C. Acting CAO/CO Resolution
THAT the Public Works Manager, Naizam Jaffer, be appointed Acting CAO and Acting Corporate Officer for the period August 28 to 30, 2019, in the absence of CAO DeJong and CFO Rooke.

10. Bylaws

11. Correspondence

A. List of Correspondence to July 11, 2019 (Page 211)
THAT the following actions be taken with respect to the correspondence:

12. New Business

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

14. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

- A. Kelvin Grove WWTP Engineering Services Contract Details
- B. CAO Employment Review

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

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

- c) labour relations or other employee relations; and
- j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act;
- n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2);

Council does not anticipate reconvening the open meeting for any purpose other than to adjourn the meeting generally.

[OR]

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

15. Reporting Out from Closed Portion of Meeting

16. Adjournment

Motion Picture Industry & **Lion's Bay**

Provincial Film Commission Objectives



PROVINCIAL FILM COMMISSION



"A World of Looks"
Location Library



Script Breakdowns



Location Surveys



Location Resources



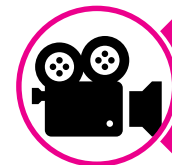
Industry Expertise



Production Support

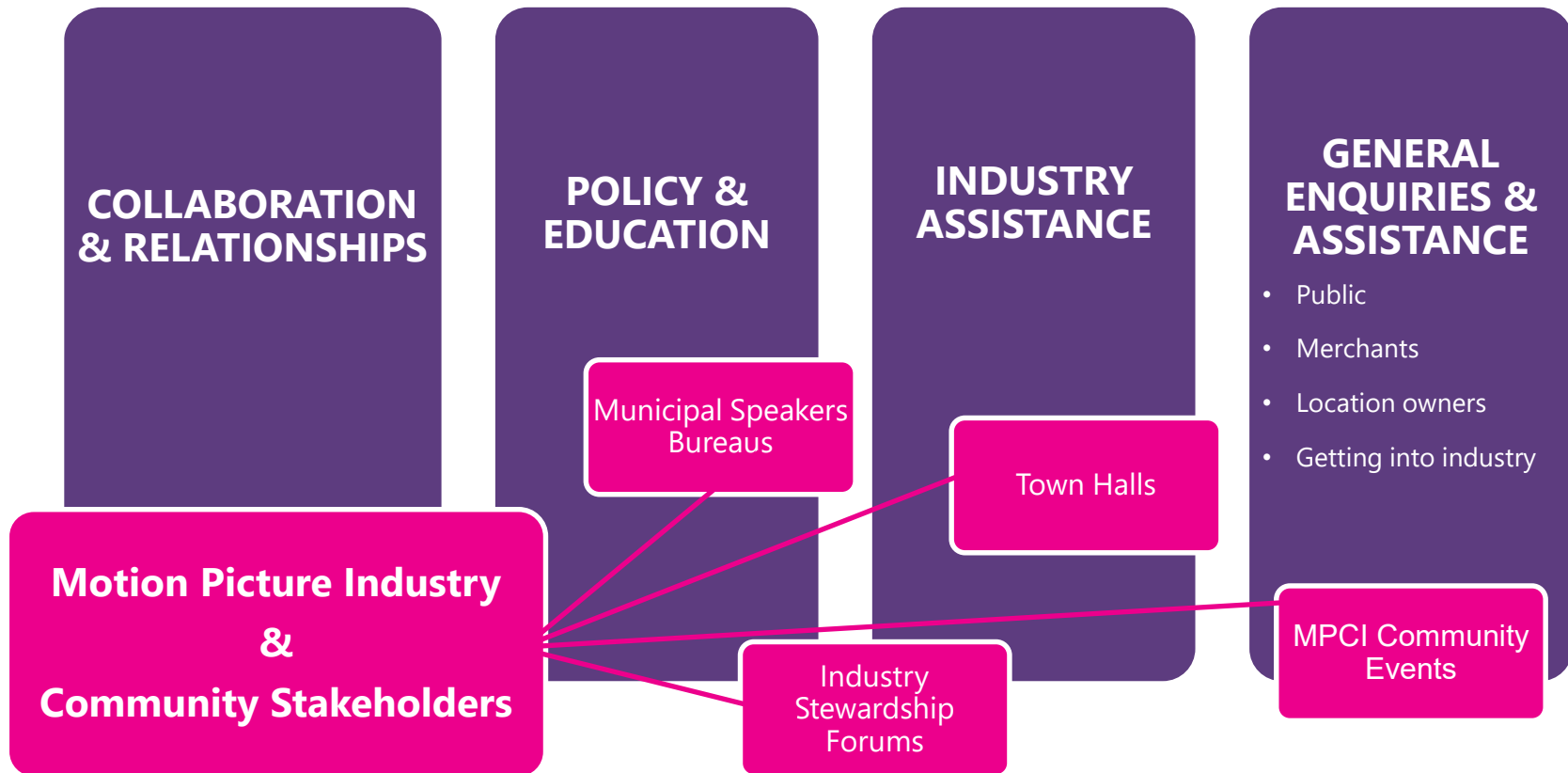


Reel Green



In Production List

INDUSTRY & COMMUNITY AFFAIRS



ECONOMIC IMPACT TO BC 2018/2019

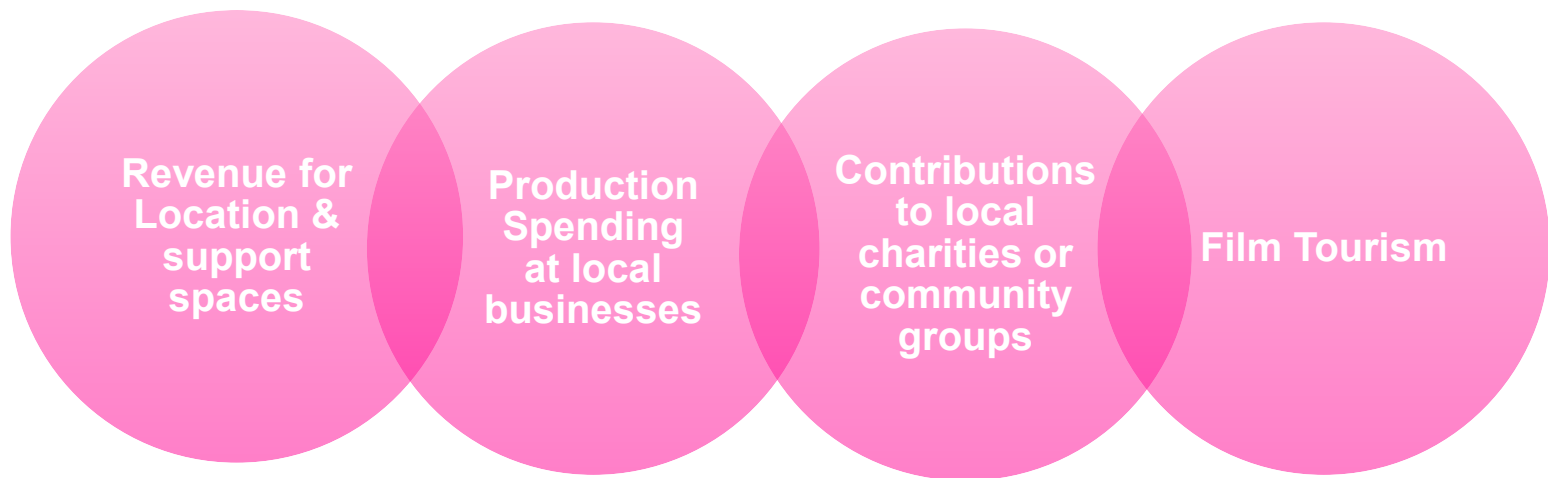
60,000+ jobs

\$3.2B spent
in 2018/19

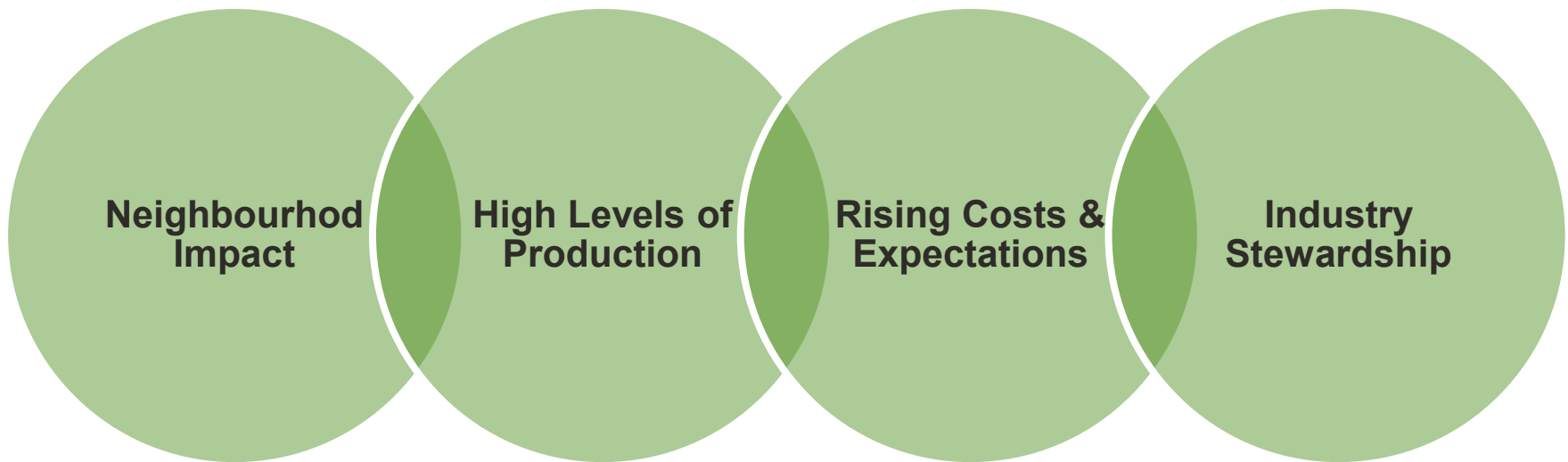
10,500 job openings
anticipated by Work
BC between 2015-
2025

- BC is North America's **3rd largest** motion picture hub
- BC is North America's **biggest** visual effects cluster

COMMUNITY BENEFITS



CHALLENGES



TOOLBOX FOR SUCCESSFUL PARTNERSHIP ON THE FILM JOURNEY



PERMIT OFFICES PROVIDE

DECISIONS

- Timely
- Informed point of contact
- Supported

PROCESSES

- Streamlined
- Transparent

CONTROL

- Production assumes risk for work area control
- Creative content autonomy
- Private and anonymous

FEEES

- Fair & reasonable
- Transparent

SUPPORT

- Informed municipal staff, community leaders, citizens & merchants

COMMUNITIES DESERVE



Notification

- Impacts to parking and access
- Filming at night
- Special effects

Ongoing Communication

- Schedule Changes
- Activity Changes
- Collaboration and problem solving

Fair Compensation

- Property Use
- Business Impacts



We are all **ambassadors** for the film industry!

- 7 labour organizations
- 15-20 departments on set
- Up to 150 crew members
- Cast and background performers
- Writers, producers, directors!

COMMUNITY RESOURCES

creativeBC

BRITISH COLUMBIA'S CREATIVE INDUSTRY CATALYST

HOME / COMMUNITY / REGISTER YOUR PROPERTY

ABOUT US | CONTACT US | NEWS | SHARE THIS



SEARCH



SECTORS SERVICES PROGRAMS **COMMUNITY**

COMMUNITY

Overview

Filming in our Communities

[Register your Property](#)

Education + Careers

Tourism + Lifestyles



TOOLBOX

- In Production
- Calendar
- Newsletter Signup
- Tax Credits
- Industry Contacts
- Reel Green

Register your
Property

Filming in
our
Communities

In
Production
list

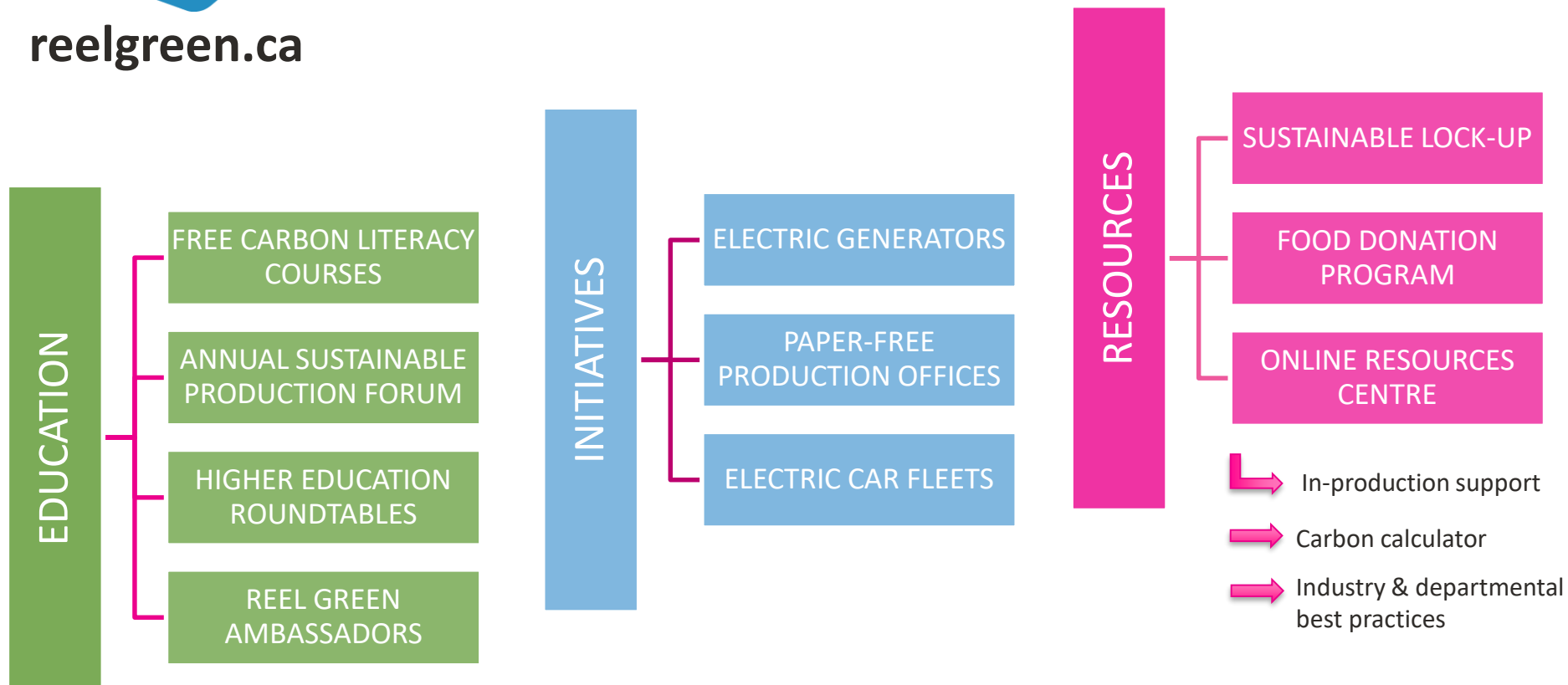
Location
Support &
Code of
Conduct

Creative
Industry
Calendar



reelgreen.ca

GREENING OF THE INDUSTRY



QUESTIONS?



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: July 4, 2019 Council Meeting Date: July 16, 2019

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

Resolution of Council of June 18, 2019 to provide an exception to the Noise By-Law for the LB Store/Cafe

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.)

1. Email submissions made by me to Council on July 1, 2019
2. Emails/Letters of support
3. Such further or other information that will support the proposition that the resolution of June 18 was a reasonable compromise involving the rights of a commercial owner to run a business during business hours versus the rights of 4 residential owners having regard to the wants of local residents seeking live entertainment.

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

That Council affirm the resolution made on June 18, 2019 as follows:

THAT Council relax the noise bylaw to allow for live amplified music on the patio at the General Store & Cafe on Fridays, Saturdays, Sundays and holiday Mondays through to the end of summer, between the hours of noon and 8 pm, weather permitting, at the discretion of the Store/Cafe owner.

NAME AND ADDRESS OF SPEAKER FOR THE DELEGATION:

Name: Craig Doherty

Signature: _____

Organization (if any): Lions Bay General Store & Café

Address: 1/350 Centre Road Lions Bay

Phone: _____ Fax: N/A

Email: _____

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

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: Wednesday, July 10, 2019 Council Meeting Date: Tuesday, July 16, 2019

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

Dog Park - Consideration for a Fun Agility Park

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.)

Supporting material attached. Please see attached two pages.

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

That Council receive this delegation, during the Dog Days of Summer, and be open to hearing a formal proposal in the fall from community residents regarding a Fun Agility Park in the Village at the Off Leash Dog Park, Marjorie's Meadows or any other suitable Dog Park identified by Council.

NAME AND ADDRESS OF SPEAKER FOR THE DELEGATION:

Name: Carole Conlin

Signature: [Redacted Signature]

Organization (if any): _____

Address: [Redacted Address]

Phone: [Redacted Phone] Fax: _____

Email: [Redacted Email]

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.

Supporting Material for Delegation – Dog Park – Consideration for a Fun Agility Park at the Off Leash Dog Park, Marjorie's Meadows or any other suitable Dog Park identified by Council.



Dog parks compliment other opportunities for dog owners and their dogs in the community such as on trails, off-leash areas and out of doors at the café. Dog parks keep dogs and their owners separate from other people who don't want to interact with dogs, keep dogs out of sensitive environments but still allow them access to parkland, provide a meeting place or activity hub for people and communities and provide a focal point for community education and training for dog owners.

Introducing a **Fun Agility Park for Dogs** to the Village will require a lot of careful planning and understanding of the community and Council issues that need to be worked through. **This summer a group of residents interested in addressing this question will meet** to develop a **checklist** concerning suitable **sites**, Fun Agility **equipment** to recommend, obtain and propose to Council, **identify** how to minimize real **risks**, propose **rules** and appropriate **maintenance**, **information and signage** for communicating safety at the park to present to Council in the fall.

Marjorie's Meadows was suggested by some residents for the Agility Park; Logger's Lane that ties to the Centennial Trail next to the school was put forward by the trail blazers as a possibility. Marjorie's Meadows is already identified as an Off Leash Dog Park and the pathway provides a **vertical stretch of land**, that is punctuated by trees to provide shade, and may only require removal of some of the ground cover between the trees where Agility items could be placed.

Fun Agility is not the high speed acrobatics of the Superdogs at the PNE. Fun Agility consists of a range of activities with **basic equipment** that allows owners of large and small dogs to practice skills learned in obedience classes and teaches dogs confidence while having fun and making them use their brains to think about what they are being asked to do. A mental & physical workout for dogs and their owners.

All residents interested in the question (both in Favour & Against the idea so we consider all sides in the proposal) of a Fun Agility Dog Park who **would like to work on an informal committee to bring a proposal to Council in the fall are welcome** on this resident planning committee. Please contact me at conlin@sfu.ca or by telephone (604-562-2204). Carole Conlin, PO Box 91

Some basic possible Fun Agility equipment:



Plastic piping that connects for **Weave Poles (weave, come)** or break away **Hurdle Jumps (over)**.

Tunnel – large or small, collapsing or rigid style.



A-Frame – Plywood, anti-slip paint or shingles, with wooden bar spacers and support brace. Adjustable **Hoop** for jumping through.



Small **balance board** or **teeter totter**.

Pause table – at end of vertical run – **Jumps on** pause table, **sits**, then **down** until **Released** by owner.

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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: July 9th 2019 Council Meeting Date: July 16th 2019

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

Development of a View Bylaw

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.)

- Preliminary Petition/Survey result
- Some points for discussion
- Proposed view bylaw flowchart

Also please refer to the report on "Review of Selected Communities' View Regulations" submitted/presented to the Council on the meeting of 18th of Sep 2018.

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

I would like the council to develop the much-needed view bylaw for Lions Bay.

NAME AND ADDRESS OF SPEAKER FOR THE DELEGATION:

Name: Arash Iranshahi

Signature: _____

Organization (if any): _____

Address: 130 Oceanview Place

Phone: 604-291-1234 Fax: _____

Email: arash@lionsbay.ca

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.



Development of a View Bylaw for Lions Bay

<https://www.thepetitionsite.com/953/796/711/development-of-a-view-bylaw-for-lions-bay/>

Author: Lions Bay

Recipient: Lions Bay's Council

Petition:

Among the features that contribute to the beauty of the Village of Lions Bay are its scenic views. Indeed, the intentions of the original community development is evident in many street names: Bayview, Oceanview, Soundview, Seaview, Panorama, Isleview.

When the village was initially established in the early 1970s, trees were removed to make space for houses and open up the views. With annual growth of cedars at 3 ft, hemlocks at 2 ft and Douglas firs at 2 ft a year, in the ensuing 30-50 years, trees have grown to the point that they obscure, limit and in some cases block the views of many properties. A significant portion of these trees were planted by the original residence as hedges to mark property lines. Due to the rainforest climate of Lions Bay, these planted trees grow significantly over the years. Aside from the view, these overgrown trees also pose a hazard as they may fall down during the stormy season, resulting in personal injury or property damage. The sunlight blockage by trees can cause health issues in the long term as well.

View blockages by trees on private land have resulted in disputes among neighbours, especially in recent years as trees continue to grow. Property owners are often faced with a neighbour who does not agree to trimming of their tree in order to open up the view. Or, as property values increase, some neighbours are asking for significant sum of money to permit tree trimming. Or, a new neighbour is not aware of, or willing to honor the agreement neighbors had for years on opening each other's views.

Other municipalities' with similar scenic views developed regulation / bylaw to protect the views. The municipality of Lions Bay lacks such a bylaw. The purpose of this petition is to unite the residence of Lions Bay in order to request the municipality to develop a view bylaw for dispute resolution among neighbours for view protection.

	Name	From	Comments
1.	Arash Iranshahi	Lions Bay, ca	
2.	Shery Rezaei	Lions Bay, ca	
7.	Brigitta Shore	Lions Bay, ca	Our view has been diminishing every year dnice we bought our house, with one neighbor who is intent on growing a forest to block our view.
8.	Martin Richmond	Lions Bay, ca	Ocean views are why we moved here if i wanted to look at trees I'd move east away from the coast. Citizens of Lions Bay need to maintain the trees they plant and not expect that their neighbours are going to pay to maintain their trees & hedges for them so tired of that. Also wake up its a fire hazard.
9.	Carey Aronetz	Lions bay, ca	View
17.	Tony Iannetti	Lions Bay, ca	Safety
20.	Pieter Dorsman	Lions Bay, ca	Views are important and there is no mechanism to let residents maintain these and resolve potential conflicts between neighbours.
21.	Gary Parsons	lions bay, ca	My new neighbor is asking for \$100,000 to permit topping her trees. Citizens of Lions Bay are left with no protection when it comes to views.
22.	E.R. (Hardy) Goetsch	Lions Bay, ca	We live here for over 50 years and don't have this problem ourselves because we have reasonable neighbours and solve such issues among us in a caring manner. But unfortunately over the years LB had an influx of undesirables who should never have come here in the first place as they are only concerned about their own conveniences and cannot care less about their next door neighbour's concern. The village council could take a leading role rather than harassing a handful of elderly residents who live on a limited income and are trying to make an extra dollar by occasionally renting out a room to a tourist. Rather than spending money on the enforcement of bylaws that should never have been promulgated in the first place we hire staff who lack the original village spirit and try to prove their importance by harassing those who have the least means of defence. Let's see whether our council has the clout and the willingness to deal with the tree issue in a reasonable manner.
23.	Hella & Hans Duve	Lions Bay, ca	We have be
24.	Jill Iannetti	Lions Bay, ca	
27.	ken lang	Toronto, ca	

	Name	From	Comments
28.	Dale H.	Lions Bay, ca	Residential Area ----- Owners of residential trees should: - keep their trees below 18ft (5.5 m) in height for practicable maintenance by anyone. - keep their trees so branches will not blow off in the twice yearly 70 km/hr wind and hit power lines causing arching, fire and power outages - keep their trees so large branches will not blowing off the tree and be a danger to people, property and those traveling by car, bike or foot. - keep their trees such that they do not encroach on or cause damage to adjacent properties - keep their trees so that they do not block any other property's view or sunlight.
29.	Bernd Hahnhaussen	Lions Bay, ca	
30.	Hilary Anderle	LIONS BAY, ca	Mental health. I need some blue sky in my life and blue water would be a bonus.
31.	Druh Ireland	Lions Bay, ca	
34.	Rob Peebles	Lions Bay, ca	If I wanted to look at trees I would live in the forest - ocean views MUST be protected in Lions Bay.
35.	Mark Fleming	Lions Bat, ca	We have a neighbour who has refused to allow any tree trimming or spiralling. This affects the view of 6 other neighbours. This is strictly due selfishness.
38.	Russ & Dorothy Meiklejohn	Lions Bay, ca	Views are important for mental and physical well being. Also tree removal often assists in sunlight for vegetable gardens
39.	Betty Birrell	Lions Bay, ca	
40.	Marek Sredzki	Lions Bay, ca	In Lions Bay, we have some residents, a smaller but substantial percentage, who unfortunately ignore their neighbours. They assure own view of the fiord, yet block next door residents' view with overgrown trees, usually at the back of their house. Such disregard to others causes disputes, conflicts as well as a fire hazard, property damage and most of all lives. We are surrounded by a vast forest and exposed to the frightening danger of forest fire. This is the ongoing problem for decades that grows proportionally to vegetation growth. Therefore, we need a View Bylaw to end these ongoing and growing divisions.
41.	ekkehard goetting	Lions Bay, ca	
42.	Grace Sredzki	Lions Bay, ca	Views are important and vegetation height control assists in sunlight for our wellbeing. We need a system to assist residents.

	Name	From	Comments
43.	Brenda Broughton	Lions Bay, ca	View re-creation and retention is very important in the Village of Lions Bay. Residents highly value views and views can be enjoyed by all. When home owners loose their view or have it decreased, their home equity decreases. This can form a real and significant concern. Also, importantly, sunlight is vital to our physical, mental and emotional health as it provides us with necessary Vitamin D. Additionally, Sunlight very importantly, provides our homes with the heat that is necessary for our wood construction homes to dry out on a regular basis. Trees that prevent sunlight to our homes cause rot, leaks, and lead to a shorter life span for roofs and exterior surfaces. This is perhaps unknown to home owners. Very importantly, the lack of sunshine prevents solar energy from naturally heating our homes and also makes solar panels less efficient and therefore less viable. We have had two trees fall onto our property. One onto our home which did not cause damage. The other fell conservatively 50' onto our property and I am so thankful that no one was hurt. The tree fell with such velocity that the forty foot long branches went deep into the property. Lawn furniture, fencing and hedges were demolished as though they had not ever existed. We are so grateful that it did not hit and seriously hurt anyone. Change is hard, but honestly, I have not ever removed a 100'+ tree that ultimately was not celebrated due to the removal that led to the enjoyment of additional light whether from the south, north, east or west. All directions provide light to your property. Lowering trees leads to additional sunlight as well, although this is not popular anymore, as feeder trees can grow out of them without maintenance. I have loved trees that are 100' tall that have been seriously spiralled, removing, I think, 3 of 4 branches. We had an example that could be seen from our home, but they must be maintained as the foliage can grow back over time. The result though of spiralling can be beautiful. Also branching up the tree to open up neighbours views can also be effective. The cost can be a challenge for home owners. If you want to remove trees on a neighbour's property, perhaps several neighbours can get together and pay for the tree work. These large trees also can present a fire hazard for your property and for the property of others. Thoughtfulness is important. If you have a view ~ does the neighbour behind you enjoy a view. This is the question to ask. We share the road, we share community facilities, we share our love of our fresh air and beautiful environment. We rejoice in the Spectacular Howe Sound. <i>(continues on next page)</i>

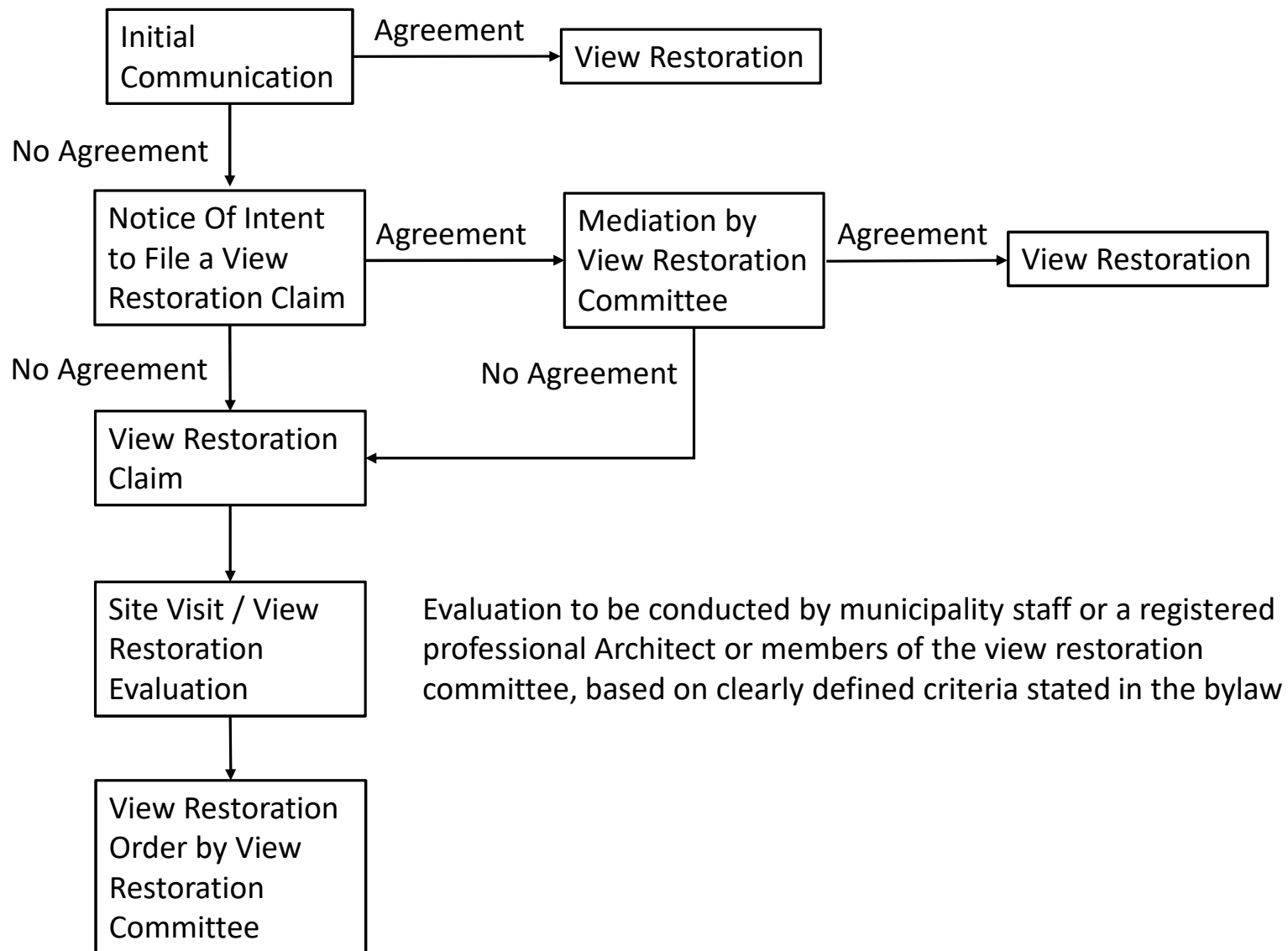
	Name	From	Comments
43.	Brenda Broughton	Lions Bay, ca	<i>(continued from previous page)</i> Lions Bay is shaped like a coliseum and this allows for many view opportunities for most properties. How can we as neighbours help each other. A neighbour/s can provide permission and the affected neighbours can chip in to make it happen. As has been said these trees have really grown very tall over the years. One municipal example: The trees when you enter the LB Beach Park were intended to be kept as a hedge at about 15-20' high, I believe. They now block neighbours views. I do not believe that this was the intention whenever it was that they were planted. Today limited growth hedge trees would be planted in that location not natural seedlings from the forest. I believe that this is often the same with home owners. As a resident since 1974, and an owner since 1972, we know that many of these trees were planted from the forest by home owners who were saving on landscaping costs and these trees now stand very tall and may unintentionally be blocking neighbours views, preventing sunlight, and potentially providing a safety risk, while the original intention was likely simply gaining some privacy and greening up the property. I support encouragement of neighbours helping out neighbours to enjoy their views and sunlight.
44.	Michael Broughton	Lions Bay, ca	I fully support the consideration and creation of a Lions Bay View Protection Bylaw. Each residence I visit in Lions Bay has a unique and spectacular or potentially spectacular connection with the view of Howe Sound. I think view, light and safety are as much a right as quiet, clean air, and a place to park your car, matters that are currently already addressed by bylaws. I have read and fully support Brenda Broughton's comments and thus will not repeat them and encourage you to read them.
45.	Lena Cuthbertson	Lions Bay, ca	In the 33 years I have resided in the Village it has become "darker" as the tree canopy has become denser. While I love trees, I would welcome more sun/sunlight and guidelines to preserve and enhance our views, while keeping a balance of foliage and protecting the perimeter of our homes (as much as possible) from wildfires. Looking forward to the discussion!
48.	David Shore	Lions Bay, ca	When we bought our home Lions Bay 15 years ago, the number one attraction was the ocean views. Our previous home did not have a view at all so we were excited about our decision and the fact that our street is named Oceanview Road. Over time our excitement has turned to frustration with one <i>(continues on next page)</i>

	Name	From	Comments
48.	David Shore	Lions Bay, ca	<i>(continued from previous page)</i> neighbor that refuses to even have a conversation about maintaining our dwindling view. When we entertain, it is such an obvious eyesore, that people invariably ask “why don’t you do something about those trees?” This impacts our enjoyment of the view but also creates financial problems resulting from blocking the sunlight that is so rare in the winter and required to dry our wood decks and household siding and such. The result is a reduction in the value of our homes and an increase in the ongoing cost of maintenance. We are not talking about insignificant thousands of dollars here and there. Maintaining one’s property for the benefit of their neighbors is contained in the spirit of our existing Good Neighbor Bylaw 412. Allowing trees to grow unkempt makes the village look old and neglected the same as a weedy overgrown lawn, a derelict vehicle near the road or unused building materials. We all have to contribute to making the village look great for each other. No one wants a clear cut here; we don’t need to fear going too far. Our roads were not named for the trees, they we named for the views. We have plenty of trees all around us and a view bylaw will bring us back to levels enjoyed when the residents bought into Lions Bay 20 or 30 years ago. Talking to other homeowners about this makes it clear that the very few in the village that would oppose this bylaw are vastly outnumbered by the majority that would enthusiastically support it.
49.	Jerry Blackwell	Lions Bay, ca	It is necessary. All the comments displayed are valid, but I add that one of the most negligent property owners is the Village. There are many ways to tackle this issue but I’d like to see it as a municipal bylaw, thus making obligations on the homeowners stick, and they continue no matter who owns the property.

Some Points for Discussion:

- The bylaw must not add any financial burden to the municipality. The view restoration application fee to be sufficient enough to cover all the potential costs associated with the implementation of the bylaw.
- The bylaw requires establishment of a View Restoration Committee, consists of Lions Bay citizens.
- The citizens whom are affected by the view blockage, also enjoy the beautiful green land escape of Lions Bay. The bylaw in no means encourages clear-cutting the trees. The bylaw would focus on trimming, windowing and topping the trees in order to restore the views.
- The term restoration would refer to the view at the time when a lot is created.
- If the municipality is short on manpower for the development of the bylaw, some Lions Bay citizens, myself included, are willing to volunteer to create the first draft of the bylaw for the council to work on. Less manpower would be required to work on a draft document comparing to starting a document from scratch.

The following page has the flowchart for the proposed view bylaw.



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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, JULY 2, 2019 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
Public Works Manager Nai Jaffer
Office Coordinator Shawna Gilroy (Recorder)

Delegations: 3

Public: 13

1. Call to Order

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

2. Adoption of Agenda

Moved/Seconded

THAT item 12A – Village Mailbox Inserts be added; and

THAT item 90(1)(f) be added as an additional item for closing the meeting; and

THAT item 11B – Additional Correspondence be added; and

THAT item 4C – Delegation: Emma Shaw, be addressed ahead of item 4B – Delegation: Kambiz Azordegan; and

THAT the agenda be adopted, as amended.

CARRIED

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

A. Ruth Simons

Ms. Simons advised Council that they are close to the second draft of their nomination submission to UNESCO's biosphere program. She explained that there are over 700 biosphere reserves around the world and 18 in Canada and the hope is that Howe Sound will become the 19th. She explained that biosphere reserves seek to reconcile human activity with a conservation of biodiversity through a sustainable use of natural resources. This reflects UNESCO's key objective of fostering innovative sustainable development practices and combating the loss of biodiversity by accompanying communities to understand, appreciate, and safeguard the living environment of our planet. Ms. Simons further explained that the framework for the biosphere program would meet the common objectives of those they have heard from around the region (Agenda package p.166). Ms. Simons was seeking Council's endorsement for this program which will take at least 2 months for a site visit and hopefully have official designation by 2021. Ms. Simons will provide Council with a template from other communities to wordsmith and sign to support this endorsement.

Moved/Seconded

THAT Council endorse UNESCO's Biosphere Initiative Program and agree to sign the letter provided by Ms. Simons in support.

CARRIED

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

A. Glen Dennison – Howe Sound Sponge Reef Discoveries and Rockfish Protection

Mr. Dennison updated Council via a slideshow presentation on the sponge reef discoveries and Rockfish Conservation Areas (RCA) in Howe Sound, and how they are being supported by the Department of Fisheries and Oceans (DFO). He explained that sponge locations, also known as Bioherms, are mostly on the east side of Howe Sound, but in the last few weeks a few more discoveries have been identified by the Langdale ferry terminal and by Gambier Island, thus expanding their knowledge of where the glass sponge reefs are located. He explained that Professor Dr. Manfred Krautter established the appearance of glass sponges 570 million years ago, and the formation of the BC glass sponge reefs 14,000 years ago. He noted the sponge reefs in Howe Sound are approximately 6,000-7,000 years old and described some of the types of glass sponges in Howe Sound. To protect these, they worked with the DFO, First Nations, BC Parks and various local societies, but noted that it all starts with gathering mapping data through temperature data and dropping cameras down in areas deeper than scuba divers can reach, and now with submarines. The information was recorded and reported to the DFO who then ground truthed the data. In March 2019, the Government of Canada announced full protection of the Howe Sound Sponge Reefs. The DFO also requested the Province expand the Halkett Marine Park which will become a rockfish conservation area, and their most recent work has been at the Brigade Reef in Howe Sound by Gambier Island where teams count rockfish and compile the information on waterproof paper for the DFO. It has been requested to have this reef and areas around the UCBC mooring buoy moved into RCA status. There is a need for increased protection, increased monitoring and the need to move into an RCA status.

B. Emma Shaw – Amplified Music at the General Store Café

Ms. Shaw spoke on behalf of herself and her husband of unit 2-350 Centre Road, as well as on behalf of the owners of units 4, 5 and 6 to discuss the concerns with Council's recent decision to relax the noise bylaw to allow live amplified music outside the General Store and Café on summer weekends from noon to 8 pm. Ms. Shaw explained that she is starting a young family and moved here a couple of years ago to the only affordable place on the North Shore, and although they were aware they would experience some noise living above a store and café, they were not aware they would be playing live amplified music. She explained that they had a family gathering at their home and had to yell to have a conversation on their deck as well as inside their home, and that since the building is approximately 40 years old, the sound proofing is minimal. She reiterated sections of the Noise Control Bylaw where amplified music is not allowed and found it unfair for Council to amend the bylaw for live amplified music on Friday's, Saturday's, Sunday's and holiday Monday's through the summer. She explained that the patio is small, approximately 300 sq.ft and suggested it is unnecessary to have amplified music in such a small space. She noted they were not against music and the atmosphere that it brings, however she was against it being amplified with residential units overhead. The owners of the 4 units asked that the Noise Bylaw not be relaxed and to take in consideration the negative impact this may have on the owners in the strata. She advised that a hearing has been scheduled to discuss this issue with their Strata Council.

C. Kambiz Azordegan

Mr. Azordegan explained that he had previously sent photos of the filming issues near his home in Kelvin Grove. He spoke regarding the filming policy which was changed one time to accommodate an application. He noted that Lions Bay is residential, not commercial, and his query from Council was to enforce the existing filming policy where if one resident opted not to allow filming, the application was immediately void. He also requested that Council does not change the existing policy every time a filming company comes to Lions Bay which defeats the purpose of the policy. He asked that an action plan be created and that this be a priority.

Secondly, Mr. Azordegan discussed the signage issue in Kelvin Grove, whereby the green parking signage invites people to the beach parking lot, explaining that on the weekend someone knocked on his door asking to use his electricity for their RV, and another RV used his driveway as a turnaround. He noted that increasing the penalty for parking tickets and doubling the fine for repeat offenders should become another priority. He advised that visitors know that on weekdays there are no bylaw officers and after 10 pm nothing can be enforced.

He noted that everything between filming and parking is regarding the issue of noise, and to gain peace and tranquility. He requested that Council make a plan for bylaw enforcement during the week and after 10 pm, and to remove the directional parking signage pointing to the Kelvin Grove Parking Lot.

CAO DeJong spoke to a few of the points listed on Mr. Azordegan's delegation form, such as:

- It is not Municipal policy to exclude people from visiting Lions Bay and parking in the lot, after they have exited the highway and are looking for public parking;
- Additional resident permit spots have been added to the lot;
- We cannot install a gate or a chain as the opening is so large it would be very costly and ineffective;
- Residents cannot call the towing company; a vehicle must be ticketed, and it is the Bylaw Officers discretion to have a vehicle towed;
- We have already raised the ticket prices to be in line with other municipalities;
- There is no way of ticketing repeat offenders at a higher penalty and it was noted that in June there was only one repeat offender, indicating this is not an issue;
- The police have been requested to do patrols in the summertime, however they have limited resources;
- Hiring Bylaw Officers during the week has a budget implication, and the lack of work during the week when the beaches are not busy posed an issue when this was explored in the past, but staff would review the suggestion of having a rotation of a bylaw officer on random evenings during the week in the summertime during the next budget discussion in the fall.

Audio: 01:02

5. Review & Approval of Minutes of Prior Meetings

A. Regular Council Meeting – June 18, 2019

The following was amended:

- Item 6: Business Arising from the Minutes, subsection 8Av – add to the end of the paragraph "Councillor Abbott made the point that residents with suitable qualifications who are not necessarily looking may well be interested in working closer to home.";
- Item 8Aii: 110 Sunset Drive Encroachment Agreement – add the words "and fence" after "retaining wall".

Moved/Seconded

THAT the Regular Council Meeting Minutes of June 18, 2019 be approved as amended.

CARRIED

B. Special Council Meeting – June 25, 2019

Moved/Seconded

THAT the Special Council Meeting Minutes of June 25, 2019 be approved as circulated.

CARRIED

6. Business Arising from the Minutes

A. Mailbox Survey Inserts

Councillor Abbott expressed his issue with the mailbox inserts with respect to the filming and transit surveys, noting that it explains “Council wants to hear from you” however Council had not discussed what was sent out. He felt strongly about allowing more than one person per household to fill out the survey as members of a household may have different opinions on a subject. Council discussed having some input on surveys before going to the public in future.

Audio: 01:16

7. Unfinished Business

A. Follow-Up Action Items from Previous Meetings

#	Meeting Date	Description of Action Item	Action
76	March 19, 2019	Staff to consider the creation of a policy for the Infrastructure Committee and report back to Council.	[completed]
83	April 2, 2019	Item 8Aiii: Investigate option of falling outside the UCB to avoid future bylaws intended for larger municipalities	[pending]
94	June 4, 2019	R1: Ivo Mencke – Highway Noise – Mayor McLaughlin to respond	[completed]
95	March 19, 2019	EV Charging Station – staff to find a location in the Village for the station	[ongoing]
96	June 18, 2019	Correspondence R1: Karl Buhr – New Parking Measures – Mayor McLaughlin to respond	[pending]
97	June 18, 2019	Correspondence R3: Craig Doherty – Utilities Hardship – for follow up during the next budget process – Mayor McLaughlin to respond	[completed]

8. Reports

A. Staff

None

B. Mayor

None

C. Council

None

D. Committees

i. CAO & Councillor Bain: Verbal Update re. Evacuation Route Planning Select Committee

Councillor Bain advised that a group of residents met to discuss evacuation routes, but he had nothing to report at this point. Rather than continuing with committee meetings, he proposed interviewing residents who might have good information and ideas on potential routes so that when the Deputy Emergency Program Coordinator is hired, it would be helpful for them in terms of starting the process of planning. It was noted that the trails on the Lions Bay Trail Map are all passable; however, areas such as easements need to be investigated, and that major evacuation routes should be determined first.

E. Emergency Services

None

9. Resolutions

A. Relaxation of Bylaws – 39 Brunswick Beach Road

CAO DeJong reached out to the applicant, Pat Taylor, to determine the extent of outreach to immediate neighbours regarding the event. He queried the idea of supportive neighbours offering up their driveways or alternatively figuring out transit options. The applicant advised that they are capping the event at 80 people including the band and support team, and an initial invitation was sent out in early June to register before June 30. At present, there was a total of 44 people from Brunswick Beach and 2 from the other areas of Lions Bay. The applicant noted in the email that guest parking passes will be arranged for those who are not residents. Council was concerned with the lack of parking and would like to see commitment from the neighbourhood to offer their driveways, confirmation this event is to be held at a home (not the beach) and that there is an overwhelming commitment to the event from the residents in Brunswick Beach. CAO DeJong was asked to acquire this information from the applicant for the next meeting; therefore, this item was tabled.

Moved/Seconded

THAT Council relax the Noise Bylaw to allow live music from 5 pm until 8:30 pm at 39 Brunswick Beach Road on August 5th, 2019.

TABLED TO NEXT MEETING

10. Bylaws

A. Traffic and Parking Bylaw No. 413, 2009, Amendment Bylaw No. 564, 2019 - Adoption

Moved/Seconded

THAT Traffic and Parking Bylaw No. 413, 2009, Amendment Bylaw No. 564, 2019 be adopted.

CARRIED

11. Correspondence

A. List of Correspondence to June 27, 2019

Moved/Seconded

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

- G1: BC Hydro – 2019 UBCM – no response
- G2: Lions Gate Wastewater Replacement Plant – no response
- G3: Provincial Support for Libraries – no response
- G4: Letter to UBCM re. Proposed Vacancy Tax – no response
- G5: Metro Vancouver – Regional Long-Range Growth and Transportation Scenarios – no response
- G6: Amending Metro Vancouver 2040 to Reflect Accepted Regional Context Statements – no response
- R1: Anne Crosthwait – Newcomers Event – Councillor Cunliffe to remind Council of this event closer to the date (Sep.26th)
- R2: Craig Doherty – Utilities Inequality – Mayor Response – no further response
- R3: Ivo Mencke – Highway Noise – Mayor McLaughlin responded, no further response
- R4: Susan Leeson – Relaxing Noise Bylaw at 350 Centre Road – pending response
- R5: Paula Vendargon – Visibility Concerns at Brunswick – PWM Jaffer advised that the hedge is on private property and is there because of a privacy concern; the zoning bylaw provision referenced by Ms. Vendargon is not applicable, PWM Jaffer to respond
- R6: Ruth Simons – Biosphere Initiative – Ms. Simons was present during public correspondence, no further response

CARRIED

B. Additional Correspondence – On Table

Mayor McLaughlin requested that this matter be brought back to the next meeting for reconsideration. The On Table correspondence is to be added to that Agenda.

12. New Business

A. Village Mailbox Inserts

This item was discussed in item 6A.

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

Doug Pollock

Mr. Pollock queried how many of the people attending the BC Day block party are residents and how many are outsiders and whether they are being charged for a ticket or not. CAO DeJong responded that it appeared all current ticket holders (free) are residents (44 Brunswick/2 other).

Deirdre Bain

Ms. Bain discussed the BC Day block party and understood from the application that the party is on the beach and the rainy-day location was at the home. CAO DeJong will clarify in his other requests to the applicant.

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;

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

CARRIED

The meeting was closed to the public at 9:04 p.m.

The meeting was re-opened to the public at 9:17 p.m.

15. Reporting Out From Closed Portion of Meeting

Council reported that the Infrastructure Committee Terms of Reference will become public by way of the July 4 Infrastructure Committee Meeting agenda.

16. Adjournment

Moved/Seconded

THAT the meeting be adjourned.

CARRIED

The meeting was adjourned at 9:17 p.m.

 Mayor

 Corporate Officer

Date Approved by Council:	



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Report to Council		
Title	2019 Preliminary Mid-Year Review		
Author	Pamela Rooke	Reviewed By:	Peter DeJong
Date	July 11, 2019	Version	
Issued for	July 16, 2019 Regular Council Meeting		

RECOMMENDATION

THAT the report “2019 Preliminary Mid-Year Review” be received for information purposes.

ATTACHMENTS

1. 2019 Preliminary Mid-Year Review

KEY INFORMATION

The attached preliminary mid-year review includes:

1. Consolidated Financial Results at June 30, 2019
2. Revenue Summary at June 30, 2019
3. Departmental Expense Summaries at June 30, 2019
4. Capital Expenditure Summary at June 30, 2019

The reports compare the preliminary results at June 30, 2019 to the 2019-2023 Five Year Financial Plan Bylaw which was adopted May 7, 2019. The purpose of this preliminary report is to review the status of capital projects and operational revenue and expenses to see how we are tracking against budget.

FOLLOW UP ACTION

Staff will be available to respond to any questions at the July 16, 2019 Council meeting.

Village of Lions Bay
For the year ended June 30, 2019

Consolidated Financial Results				
	2019			2018
	YTD Actual	Budget	%	YTD Actual
Revenues				
Taxation	1,550,740	1,550,775	100.0%	1,505,049
Infrastructure Levy	144,658	144,658	100.0%	-
Utility Fees and Rates	1,138,467	1,138,127	100.0%	1,089,217
Fees, Licenses, Permits and Fines	98,759	177,723	55.6%	85,368
Grants	751,766	2,413,179	31.2%	819,613
Proceeds from Borrowing	380,000	380,000	100.0%	-
Net Proceeds from Land Sales	1,810,716	2,353,539	76.9%	-
Other	52,273	118,751	44.0%	48,297
	5,927,379	8,276,752	71.6%	3,547,544
Expenditures				
Administration	587,798	1,230,426	47.8%	527,165
Council	30,345	67,358	45.1%	25,782
EOC	7,761	53,476	14.5%	12,596
Fire Services	151,434	326,705	46.4%	189,026
Bylaw Services	10,347	38,974	26.5%	13,532
Public Works	257,551	518,257	49.7%	175,548
Planning and Development	16,711	95,973	17.4%	38,971
Parks, Recreation and Facilities	114,987	239,738	48.0%	139,243
Solid Waste	94,894	190,258	49.9%	97,132
Sewer Fund	47,879	176,063	27.2%	21,434
Water Fund	455,372	957,180	47.6%	491,977
	1,775,079	3,894,408	45.6%	1,732,407
Surplus/(Deficit)	4,152,300	4,382,344		
Amortization	368,309	736,618		
MFA Actuarial Gain on Debt	(13,451)	(26,901)		
Cash Surplus	4,507,159	5,092,061		
Repayment of Debt Principal	(41,800)	(178,273)		
Capital Expenditures	(1,008,361)	(3,170,594)		
Transfer from (to) Surplus	-	873,384		
Transfer to Gas Tax Reserve	-	(118,381)		
Transfer to Infrastructure Levy	(144,658)	(144,658)		
Transfer from (to) Reserves	(1,810,716)	(2,353,539)		
Transfer (from) to Reserves	1,501,623	0		

Village of Lions Bay
For the year ended June 30, 2019

Revenue Summary					
	2019			2018	Notes
	YTD Actual	Budget	%	YTD Actual	
Taxation					
General Municipal Property Tax	1,489,938	1,489,972	100.0%	1,446,609	
Infrastructure Levy	144,658	144,658	100.0%	-	
Parcel Taxes	10,585	10,585	100.0%	10,585	
Grants in Lieu	50,218	50,218	100.0%	47,855	
	1,695,398	1,695,433	100.0%	1,505,049	
Utility Fees and Rates					
Water User Rates	879,494	879,494	100.0%	837,613	
Sewer User Rates	72,276	72,276	100.0%	68,034	
Solid Waste User Rates	186,697	186,357	100.2%	183,570	
	1,138,467	1,138,127	100.0%	1,089,217	
Fees, Licenses and Permits					
Building Permits	22,396	55,000	40.7%	20,827	1
Board Of Variance Application Fee	1,500	2,000	75.0%	500	
Secondary Suite Surcharge Fees	21,209	28,435	74.6%	27,252	
Other Permits	280	1,150	24.3%	1,000	
Fire Training Programs	1,200	1,200	100.0%	300	
Recreation Programs	2,527	2,600	97.2%	1,980	
Hall Rental	2,031	7,000	29.0%	4,325	
Boat Space Rentals	5,525	7,625	72.5%	6,850	
Rental Agree - BC Ambulance	12,556	25,113	50.0%	12,556	
Parking Fines	2,415	10,000	24.2%	1,910	2
Parking Passes	1,240	2,650	46.8%	1,600	
Parking Meters	14,785	19,650	75.2%	132	2
Dog Licences / Animal Control Fines	3,120	4,000	78.0%	3,540	
Filming Revenue	5,935	8,000	74.2%	1,100	
Tree Cutting Applications	300	500	60.0%	375	
Tax Information Charges	750	2,000	37.5%	780	
Miscellaneous	990	800	123.8%	342	
	98,759	177,723	55.6%	85,368	
Grants					
Small Community Grant	296,642	295,000	100.6%	296,118	
CWWF Grant	449,468	1,961,229	22.9%	512,995	
Gas Tax Funding	-	118,381	0.0%	-	3
Other Grants	5,656	38,569	14.7%	10,500	4
	751,766	2,413,179	31.2%	819,613	
Other Revenue					
Proceeds from Borrowing	380,000	380,000	100.0%	-	5
Land Sales	1,810,716	2,353,539	76.9%	-	6
Fire Department Callouts Highway	2,040	12,000	17.0%	-	
Donations to LB Fire Department	7,561	8,000	94.5%	-	7
Fire Fighter Day Revenue	-	20,000	0.0%	-	
Tax Penalties and Interest	1,108	23,250	4.8%	976	8
Admin Fees - Schools Taxes	-	2,800	0.0%	-	
MFA Actuarial Interest	13,451	26,901	50.0%	-	
Bank Return on Investment	20,703	25,300	81.8%	11,250	
Donations and Contributions	5,950	-	n/a	1,000	9

Village of Lions Bay
For the year ended June 30, 2019

Revenue Summary				
	2019			2018
	YTD Actual	Budget	%	YTD Actual
Miscellaneous	861	500	172.1%	2,615
Connection Fees	600	-	n/a	600
	2,242,990	2,852,290	78.6%	48,297
Total Revenues	5,927,379	8,276,752	71.6%	3,547,544

Notes

Notes:

- 1 Building permit revenue is on track to finish the year on budget.
- 2 Parking fine and parking meter revenue is collected from mid-May to mid-September.
- 3 Gas tax funding payments are received twice a year in July and December.
- 4 Other grants include \$15,000 for a UBCM Asset Management grant (application submitted, waiting to hear) and \$15,619 for a Whistler Blackcomb grant for fire equipment (\$8,674 awarded, paid upon submission of claim).
- 5 Loan proceeds from the MFA Equipment Financing program for five PW trucks was received in January. The loan has a five year term.
- 6 The 52 Brunswick Beach property was sold in February; the 35 Kelvin Grove Way property remains unsold.
- 7 Includes a \$7,000 donation from the Lions Club to be used to purchase a thermal camera.
- 8 Tax penalties are assessed after the July 15 tax due date.
- 9 Includes donations for Volunteer Day (\$1,250) and Lions Bay Beach Park (\$4,600).

Village of Lions Bay
For the year ended June 30, 2019

General Fund - Administration					
	2019			2018	Notes
	YTD Actual	Budget	%	YTD Actual	
Expenditures					
Amortization	226,016	452,031	50.0%	160,739	
Communications	26,235	56,250	46.6%	33,028	
Fiscal Charges	3,603	6,250	57.6%	2,216	
Insurance	29,338	38,157	76.9%	32,256	
Internal Allocations	(26,750)	(53,500)	50.0%	(26,750)	
Maintenance	1,907	7,500	25.4%	1,782	
Material, Supplies and Equipment	7,359	22,700	32.4%	8,336	
Professional Fees / Contract Services	41,496	137,800	30.1%	55,004	1
Salaries and Benefits	270,669	541,788	50.0%	250,697	
Sundry	541	3,600	15.0%	1,221	
Training / Professional Development	6,472	15,850	40.8%	7,676	
Utilities	912	2,000	45.6%	961	
	587,798	1,230,426	47.8%	527,165	

Notes:

1 Comprised of:

	Actual	Budget
Legal Fees	6,385	35,000
Contract Services - Minute Taking	1,200	1,500
Audit Fees	30,408	37,000
General Contract Services	-	4,000
Asset Management	3,503	42,500 *
Records Management (re-budget)	-	17,800
	41,496	137,800

* Includes \$12,500 re-budget for Phase I of the AMIP

Village of Lions Bay
For the year ended June 30, 2019

General Fund - Council				
	2019			2018
	YTD Actual	Budget	%	YTD Actual
Expenditures				
Council Communication	51	250	20.4%	-
Office Supplies	150	300	50.0%	-
Council Chambers	1,090	1,100	99.1%	8
Professional Services	1,561	2,450	63.7%	-
Salaries and Benefits	24,879	50,876	48.9%	22,060
Council Funded Events	1,041	6,382	16.3%	1,317
Conferences and Conventions	-	4,000	0.0%	890
Association Dues / Memberships	992	500	198.4%	398
Travel	582	1,500	38.8%	1,109
	30,345	67,358	45.1%	25,782

Notes

1

Notes:

- 1 Budget includes media coaching and training for Council which was completed in April.

Village of Lions Bay
For the year ended June 30, 2019

General Fund - EOC					
	2019			2018	Notes
	YTD Actual	Budget	%	YTD Actual	
Expenditures					
Communications	1,993	3,500	56.9%	2,146	
Search and Rescue	778	2,100	37.1%	297	
Emergency Social Services (ESS)	492	5,205	9.5%	-	1
Maintenance	3,795	6,800	55.8%	5,469	
Material, Supplies and Equipment	-	7,500	0.0%	-	2
Salaries and Benefits	-	25,871	0.0%	-	3
Training / Professional Development	-	1,000	0.0%	50	
Utilities	703	1,500	46.9%	4,634	
	7,761	53,476	14.5%	12,596	

Notes:

- 1 ESS submits their expenses for reimbursement as incurred throughout the year.
- 2 Budget includes \$7,500 for EOC supplies.
- 3 The part-time Deputy Emergency Program Coordinator position has been filled (July 11 start date).

Village of Lions Bay
For the year ended June 30, 2019

General Fund - Fire Department					
	2019			2018	Notes
	YTD Actual	Budget	%	YTD Actual	
Expenditures					
Communications	35,255	53,700	65.7%	12,774	
Fiscal Charges	25	125	20.2%	3	
Interest	1,388	2,678	51.8%	-	
Insurance	5,705	15,130	37.7%	9,100	1
Maintenance	12,753	50,450	25.3%	36,727	
Material, Supplies and Equipment	22,948	52,500	43.7%	59,206	
Salaries and Benefits	51,507	103,925	49.6%	50,605	
Training / Professional Development	19,561	44,997	43.5%	17,987	
Utilities	2,292	3,200	71.6%	2,624	2
	151,434	326,705	46.4%	189,026	

Notes:

- 1 Fleet insurance for the Fire vehicles is paid annually in July.
- 2 Includes a \$1k purchase of propane for the Fire trailer.

Village of Lions Bay
For the year ended June 30, 2019

General Fund - Bylaw Services				
	2019			2018
	YTD Actual	Budget	%	YTD Actual
Expenditures				
Communications	529	1,200	44.1%	455
Material, Supplies and Equipment	1,926	3,250	59.3%	1,396
Professional Fees / Contract Services	155	2,250	6.9%	1,039
Salaries and Benefits	7,736	29,774	26.0%	10,641
Training / Professional Development	-	2,500	0.0%	-
	10,347	38,974	26.5%	13,532

Notes

1

Notes:

- 1 Bylaw enforcement officers work from mid-May to mid-September.

Village of Lions Bay
For the year ended June 30, 2019

General Fund - Public Works				
	2019			Notes
	YTD Actual	Budget	%	
Expenditures				
Communications	6,780	10,750	63.1%	
Interest Payments	5,108	22,551	22.6%	
Insurance	2,195	23,586	9.3%	1
Internal Allocations	(7,500)	(15,000)	50.0%	
Maintenance	94,254	195,334	48.3%	
Material, Supplies and Equipment	25,698	44,368	57.9%	
Professional Fees / Contract Services	12,518	23,500	53.3%	
Salaries and Benefits	110,975	200,668	55.3%	2
Training / Professional Development	3,195	5,000	63.9%	
Utilities	4,329	7,500	57.7%	
Total Expenditures	257,551	518,257	49.7%	

Notes:

- 1 Fleet insurance for the PW vehicles is paid annually in July.
- 2 In total, all Public Works salaries (Water, Sewer, PW and Parks and Rec) are at 49.5% of budget.

Village of Lions Bay
For the year ended June 30, 2019

General Fund - Planning and Development					
	2019			2018	Notes
	YTD Actual	Budget	%	YTD Actual	
Expenditures					
Communications	620	4,000	15.5%	1,146	
Professional Fees / Contract Services	1,686	48,500	3.5%	19,878	1
Salaries and Benefits	12,354	39,973	30.9%	15,647	
Sundry	1,025	1,000	102.5%	-	
Training / Professional Development	1,027	2,500	41.1%	2,301	
	16,711	95,973	17.4%	38,971	

Notes:

1 Comprised of:

	Actual	Budget
Building Inspection Services	252	2,500
Communication Consultant (re-budget)		7,500
Planning Consultants (re-budget)	1,434	25,000
Charging Station Design		5,500
Land Surveys		5,000
Land Appraisals		3,000
	1,686	48,500

Village of Lions Bay
For the year ended June 30, 2019

General Fund - Parks, Recreation and Facilities

	2019			2018	Notes
	YTD Actual	Budget	%	YTD Actual	
Expenditures					
Communications	248	650	38.1%	329	
Grants	13,567	17,662	76.8%	20,716	1
Insurance	20	500	4.0%	-	
Maintenance	21,009	47,000	44.7%	22,681	
Material, Supplies and Equipment	2,125	7,500	28.3%	5,364	
Professional Fees / Contract Services	-	8,100	0.0%	4,289	2
Hall Programs	2,213	2,300	96.2%	1,728	
Salaries and Benefits	72,722	147,776	49.2%	81,191	3
Training / Professional Development	-	1,250	0.0%	-	
Utilities	3,083	7,000	44.0%	2,945	
	114,987	239,738	48.0%	139,243	

Notes:

- 1 Budget includes municipal grants for non-profit community groups paid in May.
- 2 Budget includes \$8,100 for invasive species eradication.
- 3 In total, all Public Works salaries (Water, Sewer, PW and Parks and Rec) are at 49.5% of budget.

Village of Lions Bay
For the year ended June 30, 2019

General Fund - Solid Waste				
	2019			2018
	YTD Actual	Budget	%	YTD Actual
Revenues				
Garbage User Fees	186,697	186,357	100.2%	183,570
Secondary Suite Fees	3,400	4,690	72.5%	4,556
Miscellaneous Revenue	208	275	75.6%	132
	190,305	191,322	99.5%	188,258
Expenditures				
Supplies and Education	-	2,000	0.0%	103
Collection Contract	24,932	50,791	49.1%	24,202
Recycle Removal Contract	25,371	52,972	47.9%	25,549
Green Waste Contract	34,890	69,780	50.0%	37,447
Prompt Payment Discounts	4,951	5,215	94.9%	5,082
Internal Allocations	4,750	9,500	50.0%	4,750
	94,894	190,258	49.9%	97,132

Notes

Village of Lions Bay
For the year ended June 30, 2019

Sewer Fund					
	2019			2018	Notes
	YTD Actual	Budget	%	YTD Actual	
Expenditures					
Amortization	10,481	20,961	50.0%	7,204	
Communications	-	700	0.0%	-	
Insurance	3,498	3,498	100.0%	2,470	
Maintenance	18,091	44,500	40.7%	49	
Material, Supplies and Equipment	-	6,100	0.0%	-	1
Professional Fees / Contract Services	-	75,000	0.0%	1,067	2
Salaries and Benefits	11,681	13,979	83.6%	5,485	3
Sundry	1,507	2,125	70.9%	1,481	
Training / Professional Development	183	2,700	6.8%	287	
Utilities	438	2,500	17.5%	1,392	
Internal Allocations	2,000	4,000	50.0%	2,000	
	47,879	176,063	27.2%	21,434	

Notes:

- 1 Budget includes \$1k for outfall signage, \$3k for a microscope and \$2.1k for a re-budget of the confined space rescue winch.
- 2 Budget includes \$75k for a WWTP engineering study. The study is on hold pending discussions with MOE.
- 3 In total, all Public Works salaries (Water, Sewer, PW and Parks and Rec) are at 49.5% of budget.

Village of Lions Bay
For the year ended June 30, 2019

Water Fund					
	2019			2018	Notes
	YTD Actual	Budget	%	YTD Actual	
Expenditures					
Amortization	131,813	263,626	50.0%	80,893	
Communications	1,236	2,900	42.6%	1,384	
Interest Payments	28,747	57,336	50.1%	44,650	
Emergency Repairs	-	-	n/a	88,910	
Insurance	26,649	26,649	100.0%	26,446	
Maintenance	16,162	45,500	35.5%	25,897	
Material, Supplies and Equipment	20,550	46,000	44.7%	12,554	
Professional Fees / Contract Services	11,616	64,063	18.1%	19,988	1
Salaries and Benefits	168,977	362,376	46.6%	139,868	2
Sundry	13,859	17,500	79.2%	14,394	
Training / Professional Development	2,228	3,480	64.0%	2,539	
Utilities	6,035	12,750	47.3%	6,955	
Internal Allocations	27,500	55,000	50.0%	27,500	
	455,372	957,180	47.6%	491,977	

Notes:

- 1 Comprised of:

	Actual	Budget
Bayview Road Watermain Design (re-budget)	4,355	4,463
Rock Slope Remediation	-	30,000
Water Testing	7,261	10,000
Confined Space Review (re-budget)	-	7,600
General Contract Services	-	10,000
UBC Hydrology Study Contribution	-	2,000
	11,616	64,063

- 2 In total, all Public Works salaries (Water, Sewer, PW and Parks and Rec) are at 49.5% of budget.

**Village of Lions Bay
2019 Capital Expense Summary
as at June 30, 2019**

2019 Capital Expenditures	YTD Actual	Budget	Status / Notes
Harvey Reservoir Tank (CWWF Grant)	\$541,528	\$2,362,926	Ongoing - project at 30% completion.
Magnesia Infiltration Gallery	\$0	\$50,000	
Pipe Locator (EM Scope)	\$0	\$7,500	Due to the specialized nature of this equipment, staff will be conducting vendor demonstrations prior to purchasing.
Upgrade of WWTP Media Discs	\$0	\$80,000	On hold pending discussions with MOE.
SCADA Connection to PW Yard (WWTP)	\$0	\$15,000	On hold pending full replacement of KG WWTP.
Kelvin Grove Stairs to Beach	\$0	\$25,000	Staff recommend issuing a design build RFP in early 2020 - to be discussed during the 2020 budget process - funds to come from Land Reserve Fund.
Emergency Generator - Village Office / Hall	\$0	\$30,000	Ongoing - will be complete by year end.
CN Parking Lot at LBBP	\$39,352	\$29,200	Complete.
Community Signage	\$2,150	\$9,332	Ongoing - trailhead signs ordered, working with vendor to complete community centre complex signs.
Wheelchair Accessibility to Council Chambers	\$0	\$9,000	Work will begin during Council's August break.
Windows - Village Office / Council Chambers	\$7,160	\$15,000	Windows installed July 4. 50% deposit paid.

**Village of Lions Bay
2019 Capital Expense Summary
as at June 30, 2019**

2019 Capital Expenditures	YTD Actual	Budget	Status / Notes
Computer Server/Desktop Computers for Office	\$17,057	\$21,267	Two desktops still to be purchased.
Laptop/Desktop for Public Works	\$3,431	\$3,450	Complete.
Memorial Cairn	\$0	\$3,000	Cairn to be ordered in July.
PW Trucks (5)	\$391,170	\$385,000	Complete.
Backhoe Skeleton Bucket	\$0	\$4,500	Ongoing.
Refurbish Stick for Mini Excavator	\$0	\$10,000	Parts on order; once assembled the excavator will then go in for repairs.
Public Works Steel Road Plate	\$0	\$7,400	Ordered - awaiting delivery.
Burn Building	\$6,513	\$44,000	Ongoing - should be completed by year end.
Fire Equipment (various)	\$0	\$33,400	Ongoing.
Fire - Thermal Camera (\$7k funded by Lions Club donation)	\$0	\$10,000	Ongoing.
Fire - Radio Headsets / Pagers (100% grant funded)	\$0	\$15,619	Whistler Blackcomb grant awarded for radio headsets only (\$8,674).
	\$1,008,361	\$3,170,594	

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Kelvin Grove WWTP Engineering Services		
Author	Naizam Jaffer	Reviewed By:	Peter DeJong
Date	July 11, 2019	Version	
Issued for	July 16, 2019 Regular Council Meeting		

RECOMMENDATION

THAT Council approve the award of RFP 19.01 Kelvin Grove RBC WWTP Engineering Services to EDH Consulting Ltd. in the amount of \$20,805.56; and

THAT the CAO be authorized to execute contract documents in accordance with the scope of work required up to the amount of \$20,805.56, not including GST.

ATTACHMENTS

1. RFP 19.01 Kelvin Grove RBC WWTP Engineering Services

KEY INFORMATION

At its June 4, 2019 Regular Council Meeting, staff were directed to issue an RFP for the provision of engineering services in pursuit of replacement of the existing Rotating Batch Contactor (RBC) plant with a new RBC plant within the confines of the existing concrete structure. The Request for Proposals for this work was issued on June 25, 2019 with a closing date of July 10, 2019 at 4:00 pm. Upon closing, the Municipality received three proposals with costs as follows:

1. Integrated Sustainability Consultants Ltd. (ISCL)	\$57,121.00
2. Kerr Wood Leidal Consulting Engineers (KWL)	\$92,600.00
3. EDH Consulting Ltd (EDH)	\$20,805.56

Staff have carefully reviewed the proposals received and have concluded that the low bid provides appropriate resources to facilitate the replacement of the current RBC with a similar but improved system. Both the ISCL and KWL proposals, while much more robust, provide supplementary studies and investigations that lend themselves towards a potential requirement by the Ministry of the Environment (MOE) to more stringent treatment



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

parameters. Staff believe the EDH to be a reasonable cost for the services required. Particulars are available in the Closed portion of the Agenda with key information highlighted.

OPTIONS

1. Approve the recommendation;
2. Amend the recommendation and then approve;
3. Direct staff on another course of action.

PREFERRED OPTION

Approve the recommendation.

FOLLOW UP ACTION



The Municipality of the Village of Lions Bay

REQUEST FOR PROPOSAL (RFP)

RFP.19.01

For

**KELVIN GROVE RBC WWTP
ENGINEERING SERVICES**

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

1. GENERAL INFORMATION

Issue Date:	July 25, 2019
Information Meeting:	At the time of issuance of this Request for Proposal (“RFP”), a meeting has not been scheduled (See section 2.1 of this RFP).
Closing Date:	Proposals shall be submitted by no later than July 10, 2019 (the “Closing Date”) at 4:00pm. Proposals will be accepted between 10:00 AM and 4:00 PM only. The Village of Lions Bay’s Office is open between 10 am and 4 pm on Mondays, Tuesdays, Thursdays and Fridays; it is closed on Wednesdays, weekends, and statutory holidays.
Address for Proposal Delivery:	The Proponent may submit the Proposal (including Schedule C in this RFP) to the Municipality by mail/hand at: Village of Lions Bay Municipal Offices PO Box 141-400 Centre Rd, Lions Bay BC, V0N 2E0 The Proponent may also submit the Proposal via email to works@lionsbay.ca.
RFP Inquiries / Municipal Representative:	Naizam (Nai) Jaffer, Public Works Manager Telephone: (604) 921-9833 <i>See section 4.4 of this RFP.</i> Email: works@lionsbay.ca
Addenda Process:	If the Municipality determines that an amendment is required to this RFP, the Municipality will issue an addendum that will form part of this RFP and post the addendum on the BC Bid Website at www.bcbid.gov.bc.ca (the “BC Bid Website”) and upon posting on the BC Bid Website, the addendum will be deemed to form part of this RFP. Upon submitting a Proposal, Proponent will be deemed to have received notice of all addenda that are posted on the BC Bid Website.

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3. INTRODUCTION

3.1. Purpose

The purpose of this RFP is to select a qualified Professional Engineer to work with the Municipality in seeking a replacement of the ageing Kelvin Grove Wastewater Treatment Plant within the limitations of our existing Ministry of the Environment Permit (see Schedule A).

3.2. Definitions

In this RFP the following definitions shall apply:

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

4. INSTRUCTIONS TO PROPONENTS

4.1. Information Meeting

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

4.2. Amendments to Proposals

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

4.3. Late Proposals

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

4.4. Inquiries

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

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

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

4.5. Examination of Contract Documents and Site

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

4.6. Opening of Proposals

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

4.7. Status Inquiries

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

5. PROPOSAL SUBMISSION FORM AND CONTENTS

5.1. Form of Proposal

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

C-0 – Proponent Information

C-1 – Exceptions and Departures

C-2 – Questionnaire

C-3 – Pricing Proposal

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

5.2. Signature

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

5.3. Net Pricing on Proposal

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

6. EVALUATION AND SELECTION

6.1. Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the Municipality by the Evaluation Team. The Evaluation Team may consult with others including but not limited to Municipal staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team may give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the Municipality.

6.2. Evaluation Criteria

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

(a) Experience with similar projects, Reputation and Resources	40%
(b) Technical; Approach and Methodology	40%

(c) Pricing Proposal

20%

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

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

6.3. Litigation

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

In determining whether or not to reject a Proposal under this section, the Municipality may, without limitation, consider whether the litigation is likely to affect the Proponent's ability to work with the Municipality, its consultants and representatives and whether the Municipality's experience with the Proponent indicates that there is a risk the Municipality will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

6.4. Additional Information

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

6.5. Interviews

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

6.6. Multiple Preferred Proponents

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

6.7. Negotiation of Contract and Award

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

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

7. GENERAL CONDITIONS

7.1. Proponent's Expenses

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

7.2. No Tender

This RFP is not a tender and does not commit the Municipality in any way. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract. The Proponent may cancel or revoke its Proposal at any time until signing of a formal written Contract. The Municipality may cancel the RFP process at any time until signing of a formal written Contract.

7.3. Conflict of Interest

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

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

Proponents and their agents will not contact any member of the Municipality's Council, staff or consultants with respect to this RFP, other than the Municipal Representative named in section 1 of this RFP, at any time prior to the execution of a contract or the cancellation of this RFP and

which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

7.5. Confidentiality

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

SCHEDULE A – SCOPE OF SERVICES

Introduction / Objective

The upper and lower Kelvin Grove neighbourhoods in the Village of Lions Bay are serviced by a sanitary sewer network that culminates in a fixed film rotating biological contactor (RBC) wastewater treatment plant (WWTP) that was constructed in 1981 on the waterfront of Howe Sound, at the Kelvin Grove Beach Park. A total of 94 residential lots are connected to the WWTP through a network of 2,173 meters of 200mm PVC sanitary sewer pipes, manholes, and property connections or service laterals. Eighty-six (86) of those lots have improvements on them which contribute to the total current waste water flows.

The Village of Lions Bay (the “Municipality”) invites proposals from experienced specialized engineering firms in response to the Request for Proposal (RFP) RFP.19.01 “Kelvin Grove WWTP Engineering Services.” The objective of this project is to facilitate the replacement of the existing RBC WWTP with a new, more efficient RBC within the existing footprint of the site and within our existing permit allowance.

Key Information

Permit to Operate: The authority to discharge wastewater into the waters of Howe Sound is governed by the provincial *Environmental Management Act*. The Kelvin Grove WWTP operates under permit number 5188 (the “Permit”) which regulates the quantity and quality of the plant’s discharge. The parameters stipulated in the Permit are as follows:

Parameter	Permit Value
Volume (m ³ /day)	340
BOD ₅ (mg/L)	45
TSS (mg/L)	60

Current flows are averaging 80 m³/day for the 86 lots contributing to the plant’s incoming effluent. Detailed flow results and in-depth reporting for 2018 is contained within the annual report and can be found here:

<https://www.lionsbay.ca/government/reports-documents-library/annual-wastewater-treatment-plant-reports>

Current WWTP Condition: The existing RBC plant was constructed in 1981 and is now in its 38th operating year. The major pieces of mechanical equipment for the RBC WWTP are the ROTORDisks Disks (4), the motor, the chain, the bearings and the shaft. In 2002, an overhaul of the plant consisted of the following fixes:

- The motor driving the ROTORDisks was replaced due to excessive strain and wear.
- The spherical roller bearings were replaced due to excessive wear.
- ROTORDisks one and two were replaced due to mechanical wear and excessive loading.

In 2010, a second overhaul of the plant consisted of the following fixes:

- The motor driving the ROTORDisks was replaced due to excessive wear.
- The spherical roller bearings were replaced due to excessive wear.
- The gear drive, chain, and bearings were replaced due to mechanical wear and excessive loading.
- ROTORDisks three and four were replaced due to mechanical wear and excessive loading.

Currently, axle 1 housing media packs 1 & 2 is failing and approximately 50% of the surface area of media pack one had become detached and was removed.

Project Specifics

The Municipality would like to replace the existing RBC with a replacement RBC that will fit within the existing footprint of the current plant and increase the number of potential connections keeping within our existing MOE Permit. Key components of this replacement must include:

- A review of the existing permit, flow data, Lions Bay Infrastructure Master Plan, and other documents to be provided by the Municipality;
- Sampling and testing of the raw influent inflow to confirm influent parameters;
- A structural condition assessment of the existing concrete well and remediation requirements;
- A review and verification of RBC treatment capabilities for systems that will fit within the existing WWTP footprint that will increase the treatment capacity for discharge volumes within our existing permit and maximize the number of connections that may be added through development;
- Review and recommend improvements to the facility that are designed to contain and treat offensive odours;
- Review and recommend improvements to the facility that will enable automated flow readings and enhanced SCADA controls and connectivity;
- Develop technical specification the Municipality can use to facilitate a competitive bid process for the plant's replacement;
- Determining plans for implementation, scheduling and commissioning of all proposed works to pose the least disruption to the existing residents and maintain treatment capacity; and
- Identify and confirm with regulatory bodies the required approvals to keep within our existing permit, timelines for those approvals and supporting documentation required. Draft, for the Municipality to submit, any applications and covering letters and documents required for submission.

The consultant's proposal must be of sufficient detail to address, *as a minimum*, all issues identified in this Scope of Services.

SCHEDULE B – DRAFT AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated for reference **July 10, 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:

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

WHEREAS the Municipality wishes to engage the Contractor to provide Engineering Services in connection with the replacement of the Kelvin Grove Wastewater Treatment Plant within the limitations of our existing Ministry of the Environment Permit.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these General Terms and Conditions:

- (a) "Agreement" means this Agreement and all appendices attached hereto;
- (b) "Municipality" means the Village of Lions Bay;
- (c) "Contractor" means the Contractor who is providing Services under this Agreement;
- (d) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Appendix 2 (or Appendix 3 if applicable), which the Contractor incurs in providing the Services;
- (e) "Fees" means the price set out in Appendix 2 (or Appendix 3 if applicable) for the provision of the Services, unless otherwise agreed by the parties in writing, and includes all taxes;

- (f) "Indemnitees" means the Municipality and all of its elected and appointed officials, officers, employees, servants, representatives, and agents;
- (g) "Proposal" means the Contractor's Proposal attached as Appendix 2;
- (h) "RFP" means the Request for Proposals number RFP.19.01;
- (i) "Services" means the services as described generally in Appendix 1, including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (j) "Term" has the meaning described in Section 3.1

1.2 Agreement

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

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

1.3 Appendices

The following attached Appendices are part of this Agreement:

Appendix 1 – Scope of Services;

Appendix 2 – Contractor's Proposal;

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

2. SERVICES

2.1 Services

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

2.2 Changes to Services

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

2.3 Standard of Care

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

2.4 Inspection and Acceptance

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

2.5 Holdback for deficient Services

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

2.6 Completion

Completion of the Services shall be made free and clear of all liens and encumbrances within the time, in the manner, and to the destination stipulated in this Agreement. In the event of failure to meet this condition, the Municipality shall be entitled to the return of all monies paid by the Municipality on account of this Agreement and, in addition, may

cancel this Agreement without liability or penalty and the Contractor shall be held liable for any and all expenses or losses resulting from such failure.

2.7 Patents

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

3. TERM

3.1 Commencement Date and Term

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

3.2 Term May Be Extended

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

3.3 Time

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

4. PERSONNEL

4.1 Qualified Personnel

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

4.2 Listed Personnel and Sub-Contractors

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

4.3 Replacement of Personnel or Sub-Contractors

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

4.4 Sub-Contractors and Assignment

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

4.5 Agreements with Sub-Contractors

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

5. LIMITED AUTHORITY

5.1 Agent of Municipality

The Contractor is not and this Agreement does not render the Contractor an agent or employee of the Municipality, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the

Municipality, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services.

5.2 Independent Contractor

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

6. FEES

6.1 Fees And Disbursements

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

6.2 Costs included in Fees and Disbursements

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

6.3 No increase in Fees and Disbursements without Written Agreement

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

6.4 Payment

Subject to any contrary provisions set out in this Agreement:

- (a) the Contractor will submit a monthly invoice (the “**Invoice**”) to the Municipality requesting payment of the portion of the Fees and Disbursements relating to the Services provided in the previous month and including the following information:
- an invoice number;
 - the Contractor's name, address and telephone number;
 - the Municipality's reference number for the Services: to be provided on execution of a signed contract;
 - the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed Services during the previous month;
 - the percentage of Services completed at the end of the previous month;
 - the total budget for the Services and the amount of the budget expended to the date of the Invoice;
 - taxes (if any); and
 - grand total of the Invoice;
- (b) the Contractor will on request from the Municipality provide receipts and invoices for all Disbursements claimed;
- (c) if the Municipality reasonably determines that any portion of an Invoice is not payable, then the Municipality will so advise the Contractor;
- (d) the Municipality will pay the portion of an Invoice which the Municipality determines is payable within 30 days of the receipt of the Invoice less any deductions for setoffs or holdbacks permitted by this Agreement, except the Municipality may hold back from payments 10% of the amount the Municipality determines is payable to the Contractor until such time as the Municipality gives final approval of completion of work;
- (e) if the Contractor offers the Municipality a cash discount for early payment, then the Municipality may, at the Municipality's sole discretion, pay the portion of an Invoice which the Municipality determines is payable at any time after receipt of the Invoice;
- (f) Invoices will be submitted by the Contractor by mail to:
- (g) Accounts Payable Department
- (h) Village of Lions Bay
- (i) PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0;
- (j) the payment by the Municipality of any invoice will not bind the Municipality with respect to any subsequent payment or final payment and will not mean that the Municipality has accepted Services that are not in accordance with the

requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement; and

- (k) unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

6.5 Records

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

6.6 Non-Residents

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

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

7. MUNICIPALITY'S RESPONSIBILITIES

7.1 Municipal Information

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

7.2 Municipal Decisions

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

7.3 Notice of Defect

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

8. INDEMNITY, INSURANCE, DAMAGES AND LICENCING

8.1 Indemnity

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

8.2 Survival of Indemnity

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

8.3 Contractor's Insurance Policies

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

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or

operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability and broad form loss of use and personal injury, and the Municipality will be added as an additional insured;

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

8.4 Insurance Requirements

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

8.5 Contractor Responsibilities

The Contractor acknowledges that any requirements by the Municipality as to the amount of coverage under any policy of insurance will not constitute a representation by the Municipality that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be

construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

8.6 Additional Insurance

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

8.7 Waiver of Subrogation

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

8.8 Protection of Property

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

8.9 WorkSafe BC And Occupational Health And Safety

The Contractor agrees that:

- (a) it will, at its own expense, procure and carry full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in the supply of the Services;
- (b) the Municipality has the unfettered right to set off the amount of the unpaid premiums and assessments for the WorkSafe BC coverage against any monies owing by the Municipality to the Contractor and the Municipality will have the right to withhold payment under this Agreement until the WorkSafe BC premiums, assessments or penalties in respect of the Services have been paid in full;
- (c) it will provide the Municipality with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing;
- (d) it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*, it will have a safety program in place that meets the requirements of the WorkSafe BC Occupational Health and Safety Regulation and the *Workers Compensation Act*, as prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and

safety activities for the location of the Services and that person will be the person so identified in Schedule C, of the Proposal, and the Contractor will advise the Municipality immediately in writing if the name or contact number of the qualified coordinator changes;

- (e) without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC;
- (f) it will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto;
- (g) the Municipality may, on 24 hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person; however, in no case will the Municipality be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard; and
- (h) it understands and undertakes to comply with all the WorkSafe BC Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations.

9. TERMINATION

9.1 By the Municipality

The Municipality may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of the provision of all Services, such notice to be determined by the Municipality at its sole discretion. Upon receipt of such notice, the Contractor will provide no further Services other than what is reasonably required to terminate the supply of Services and return the Municipality's property to the Municipality. Despite any other provision of this Agreement, if the Municipality

terminates this Agreement before the completion of providing all the Services, the Municipality will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the Municipality in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the Municipality to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not supplied or other profit opportunities.

9.2 Termination for Cause

The Municipality may terminate this Agreement for cause as follows:

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

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

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

9.3 Curing Defaults

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

10. COMPLIANCE WITH LAWS

10.1 Applicable Laws

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

10.2 Compliance with Applicable Laws

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

10.3 Interpretation of Enactments

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

11. CONFIDENTIALITY, DISCLOSURE OF INFORMATION AND WORK PRODUCT

11.1 No Disclosure

Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this

Agreement, and will not, without the prior express written consent of the Municipality, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services.

11.2 Freedom of Information and Protection of Privacy Act

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

11.3 Return of Property

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

11.4 Use of Work Product

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

12. DISPUTE RESOLUTION

12.1 Dispute Resolution Procedures

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

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

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

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

13. MUNICIPAL POWERS

13.1 Powers Preserved

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

13.2 No financial commitments beyond current fiscal year

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

14. GENERAL

14.1 Entire Agreement

This Agreement, including the Appendices and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding

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

14.2 Amendment

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

14.3 Merger And Survival

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

14.4 Unenforceability

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

14.5 Cumulative Remedies

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

14.6 Notices

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

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

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

14.7 Headings

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

14.8 Assignment

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

14.9 Singular, Plural and Gender

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

14.10 Waiver

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

14.11 Counterparts

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

14.12 Enurement

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

END OF PAGE

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

VILLAGE OF LIONS BAY by its authorized
signatories:

c/s

Mayor

Corporate Officer:

Date executed: _____, 2017.

[INSERT CONTRACTORS LEGAL NAME] by its
authorized signatories:

[Name of Signatory]

[Name of Signatory]

Date executed: _____, 2017.

APPENDIX 1 –SERVICES

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

Services**APPENDIX 2 – PROPOSAL**

[INSERT COPY OF PROPOSAL]

APPENDIX 3 – SPECIAL TERMS AND CONDITIONS AND NEGOTIATED CHANGES

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

SCHEDULE C – FORM OF PROPOSAL

Schedule C0 – Proponent Information

Attach Schedule C to the front of your proposal

RFP Project Title:	Kelvin Grove WWP Engineering Services
RFP Reference Number:	RFP.19.01
Legal Name of Proponent:	
Contact Person and Title:	
GST Number:	
WorkSafe Number:	
Health & Safety Coordinator:	
Business Address:	
Telephone:	
Fax:	
Email Address:	

To the Village of Lions Bay,

- 1.0 I/We, the undersigned duly authorized representative of the Proponent,** having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the BC Bid Website (or having received directly), and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.
- 2.0 I/We confirm** that the following schedules are attached to and form a part of this Proposal:
- 2.1** Schedule C-0 – Proponent Information;
 - 2.2** Schedule C-1 – Exceptions and Departures;
 - 2.3** Schedule C-2 – Questionnaire;
 - 2.4** Schedule C-3 – Pricing Proposal

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

This Proposal is submitted this _____ day of _____, 20____.

I/We have the authority to sign on behalf of the Proponent.

(Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Schedule C1 – Exceptions and Departures

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

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

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

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

Section Reference	Exception Description	Rationale	Proposed Wording

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

Section	Requested Departure(s) / Alternative(s)

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

Schedule C2 – Questionnaire

Proponents should respond to the questions under each heading clearly and concisely.

Through the information provided in your Proposal, the Municipality expects to gain an in-depth understanding of a Proponent's experience, capabilities, and capacity to provide the Services outlined in Schedule A, Scope of Services. The answers to the following questions may be taken directly from your proposal.

PROFILE, EXPERIENCE AND QUALIFICATIONS:

Q1: Describe the location of branches, background, years of business under the current legal entity, stability and structure of the Proponent. Provide an executive summary describing the Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP.

A1:

Q2: Describe three (3) specific examples of recent work completed by the Proponent that required the performance of services similar to the Services described in this RFP (to the extent possible). In each case, the Proponent should identify:

- Project and client name;
- Scope of services provided;
- Project actual start and completion dates;
- Names of key personnel involved in the project who will be available to perform the Services under the Agreement; and
- Contact reference information, phone number and email address of an individual from each client who can provide details and feedback regarding the services performed by the Proponent. The Municipality may contact these references.

A2:

TECHNICAL; APPROACH AND METHODOLOGY

Q4: Provide a narrative that illustrates an understanding of the Municipality's requirements and Services:

A4:

Q5: Provide a description of the general approach and methodology that the Proponent would take in performing and managing the Services and accomplishing the objectives within the Municipality's schedule:

A5:

Schedule C3 – Pricing Proposal

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

Item No.	Unit Pricing
1. Engineering Review of existing site and RBC technologies	
2. Development of Terms of Reference for competitive bid process to replace the existing treatment plant	
3. Project Management	
4.	
Disbursements:	
Contingency Allowance*:	
Subtotal (Net Price):	
GST:	
TOTAL PROPOSAL PRICE (including taxes):	

** Payment of the Contingency Allowance or portions thereof will only be made in the event the Municipality authorizes additional work, in which case the amount of the payment will be determined as specified. Any unused portion will be deducted from the price.*

Additional Expenses (if applicable):

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



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Information Report		
Title	Transit Survey Results		
Author	Peter DeJong	Reviewed By:	
Date	July 11, 2019	Version	
Issued for	July 16, 2019		

Recommendation:

THAT the Information Report, “Transit Survey Results” be received.

Attachments:

- (1) Transit Survey – Summary Results;
- (2) Transit Survey – Comments Only.

Key Information:

Through the efforts of former mayor Buhr and the continuing efforts of Mayor McLaughlin, Translink found a way to provide some additional service for Lions Bay this summer, advising that, beginning June 24th and running through summer to September 1, 2019, there would be additional hourly transit service to/from Lions Bay Monday through Thursday evenings, to complement the existing Friday & Saturday evening service on the 262 Lions Bay Community Shuttle Transit Bus. They also indicated that additional funding may be available in 2020/21 which could be used towards continuing these enhanced evening services, towards morning/afternoon peak service enhancements, or towards other desirable service level improvements.

The Municipality was pleased and used the announcement to give residents, both riders and non-riders, with an opportunity to provide feedback about the pending increased service, other potential service level enhancements and the Lions Bay transit service in general. Over the course of almost a month, 144 respondents took the survey (as at July 11th), including 26 who don’t use the service at all, but help pay for it with their taxes.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

The results of the survey can be seen in the attachments to this information report and the responses provide a wealth of information about the current service, ways in which people use it and would like to see it improved, and even some suggested alternatives to the service. One of the common themes in the “comment” boxes was the lack of schedule coordination between the 262 Lions Bay shuttle and the 257 Horseshoe Bay bus, and the unreliability of the 262 shuttle.

Staff will be forwarding the final results of the survey to Translink and West Vancouver staff who are responsible for this service, with requests that the connection and reliability issues be addressed immediately. This will not be the first time that these issues have been raised with them, but it’s clear that these non-monetary factors are hindering greater use of the service and even creating safety issues for residents and their children who seem to be left stranded far too often.

Follow Up Action: Forward this report and attached survey results to Translink and West Vancouver staff responsible for the Lions Bay 262 transit service, along with any other comments Council may resolve to pass along. Explore options to improve transit services in both the short and long-term.

Communication Plan: Post a “thank you” to residents in the Village Update for taking part in the survey and post a link to this report and attached survey results.

Q	TRANSIT SURVEY RESPONSES	
1	I live in:	
	Kelvin Grove	25
	Central Lions Bay	111
	Brunswick Beach	5
	West Vancouver	2
	Other	1
2	If other, please specify (I live in):	
	Left Blank	142
	User entered value	2
	Average submission length in words (ex blanks)	3.5
3	I reside within:	
	300 meters or less of a bus stop	33
	500 meters or less of a bus stop	43
	750 meters or less of a bus stop	24
	1000 meters or less of a bus stop	18
	over 1000 meters from a bus stop	26
4	I use the 262 Lions Bay Community Transit Bus:	
	5-7 days per week	23
	3-4 days per week	20
	1-2 days per week	21
	1-3 days per month	51
	Never	25
	There's a bus?	1
5	I use the bus to: (click all that apply)	
	Go to and/or from work outside Lions Bay	52
	Go to and/or from work inside Lions Bay	2
	Go to/from school/university	30
	Access medical services	34
	Access shopping services	65
	Access sports/recreation services	45
	Access leisure activities	80
	Visit family and/or friends	59
6	My principle destination on the 262 bus is generally:	
	Lions Bay (do not select this if you are a Lions Bay resident)	2
	Horseshoe Bay	33
	Caulfeild	9
	Park Royal	23
	Other West Vancouver	7
	Downtown Vancouver	42
	Other Metro Vancouver	8
7	If other, please specify (principle destination):	
	Left Blank	130
	User entered value	14
	Average submission length in words (ex blanks)	4.64
	My next most frequent destination on the 262 bus is:	

8	Lions Bay (do not select this if you are a Lions Bay resident)	1
	Horseshoe Bay	22
	Caulfeild	19
	Park Royal	38
	Other West Vancouver	11
	Downtown Vancouver	25
	Other Metro Vancouver	8
9	If other, please specify (next most frequent destination):	
	Left Blank	133
	User entered value	11
	Average submission length in words (ex blanks)	5.18
10	I generally come to Lions Bay from elsewhere to: (click all that apply)	
	Go to Kelvin Grove Beach	7
	Go to Lions Bay Beach	10
	Go to Brunswick Beach	2
	Go hiking within Lions Bay	6
	Go hiking outside Lions Bay (i.e. above and/or beyond)	2
	Work	9
	Visit family and/or friends	14
11	If other, please specify (I come to Lions Bay from elsewhere to):	
	Left Blank	133
	User entered value	11
	Average submission length in words (ex blanks)	2.36
12	My trip generally involves:	
	0 transfers	12
	1 transfer	60
	2 transfers	34
	3 or more transfers	10
13	If I could add more service hours for the 262, I would add them to:	
	Morning peak period	6
	Afternoon peak period	7
	Both morning and afternoon peak periods	19
	Friday and Saturday evenings	9
	Sunday to Thursday evenings	9
	All evenings	37
	All of the above	27
14	If other, please specify (if I could add more services to the 262):	
	Left Blank	115
	User entered value	29
	Average submission length in words (ex blanks)	9.69
15	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	
	Left Blank	91
	User entered value	53
	Average submission length in words (ex blanks)	25.09

16	I would use the 262 bus if:	
	Left Blank	106
	User entered value	38
	Average submission length in words (ex blanks)	14.68
17	I use the 262 bus sometimes, but would use it more if:	
	Left Blank	89
	User entered value	55
	Average submission length in words (ex blanks)	23.67
18	I use the Lions Bay Park and Ride for transit purposes:	
	Yes	30
	No	80
19	Any other comments?	
	Left Blank	89
	User entered value	55
	Average submission length in words (ex blanks)	57.85

COMMENTS ONLY

Question 2	Question 7	Question 9	Question 11	Question 14	Question 15	Question 16	Question 17	Question 19
If other, please specify (I live in):	If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
							There was a better connection to downtown. Often the 262 and 257 do not connect well. It was a real shame when the peak hour bus from downtown to Lions Bay (with a stop at horseshoe) was discontinued.	
		YVR airport					There were more frequent service	Thank you for providing the opportunity to comment on this service!
					I am now retired but when employed, I used transit from the time Lions Bay was awarded it. We used to have the 259 and then the shuttle service arrived in about 2005 which was wonderful. I was the first passenger to use the C12 shuttle service from Lions Bay to Horseshoe Bay. Transit is vital. The only reason I seldom use transit now is because I am a home body with little need to go out since, as mentioned, I am retired.		I would use it daily if I was still employed.	We have to get people out of their cars. It would be good if Lions Bay Store could sell Compass passes or tickets. Am thrilled that bus service will be increased. This is great news.
					Because I am not allowed to take my e-bike. Not even with the battery pack removed. As in my view, the Sea to Sky is way to dangerous for biking, I have difficulties using my bike to commute in West Vancouver. BC Transit allows e-bikes with battery packs removed and reasons given by Trans Link why they do not allow it make no sense and very much contradict the encouragement for older citizens to enhance there exercise regime by using e-bikes.	if I could take my e-bike, I would use it very frequently to Pasco road as the first exit from the dangerous Sea to Sky		
					Limited range of hours covered. Not enough hours covered. Doesn't run late enough.		More hours covered and if it ran later.	
			Home					
				Afternoon peak AND Friday Saturday evenings		I would use the 262 bus if it was a lot more frequent and if it went straight downtown without a change at horseshoe bay or caulfield. Having to change buses makes it so much more efficient to use my car.	I work downtown and would use the bus to get home each evening if it were more frequent and if it came to LB without having to change in horseshoe bay. The current timings are too infrequent and inefficient with changes at Horseshoe Bay, so I drive my car instead. We would use transit to get to W Van on a Friday and Saturday evening if it were more frequent and didn't have the change in Horseshoe Bay. Currently we drive, leave the car outside the restaurant and then get a taxi home and then drive our 2nd car to pick the 1st car up the next day. So much unnecessary carbon dioxide from unnecessary journeys, if only transit was better from LB. I'm not sure a regular bus service is the best way to go for cost purposes, how about something similar to the Uber concept, residents can call for on demand transit to set locations, I think this would offer more service for the same annual cost and possibly reduce emissions.	I'm not sure a regular bus service is the best way to go for cost purposes, how about something similar to the Uber concept, residents can call for on demand transit to set locations, I think this would offer more service for the same annual cost and possibly reduce emissions.
					Right now it doesn't come frequently enough/takes too long.	It was an efficient way to get to/from downtown Vancouver, where I work 5 days a week. Specifically, if the 262 and 257 bus schedules synced up, to avoid a 20 minute delay outside of rush hour times (i.e.: 7 pm and after).	it were more frequent.	On two occasions I've waited for the 262 and it didn't come/didn't stop long enough to unload a bike from the 257 and get to the 262. On one occasion three of us were all stranded in Horseshoe Bay because the 262 didn't show up as scheduled. When I spoke with translink employees they commented that this situation wasn't unfamiliar. This is extremely frustrating, because it means the service doesn't work and its expensive to get a taxi to Lions Bay instead. Event like this discourage use.
				Saturday early morning to get to HSB		I would use it more if service was available early Sat am.	See above.	Great service. Friendly drivers!
							I would use it more if it runs later in the evenings.	It is especially important to run the bus later on Sunday because people are returning from weekend holidays on the ferry.

If other, please specify (I live in):	If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
				align bus arrival time to Lions bay after school care pick up hours (5:30 pm) so bus arrival should allow for 15 mins walking up			- Better aligned to Lions Bay school After school care hours (5:30 pm) if it would arrive on time from Vancouver to pick up my child at 5:30 pm. - Week night rides back into Lions Bay from Horseshoe Bay.	Keep up the good transit work and thank you very much.
				Extend Sunday evening service				
							I use 262 infrequently but would use it more if: - there was an increased frequency for the peak hour return from Downtown - it went to Park Royal	
	Surrey			We need a bus that comes around 6 am to get beyond downtown Vancouver for work	I can't get to work in time because the 262 leaves Lions Bay around 7 am. That doesn't enable me to get beyond downtown Vancouver in time.	If it left earlier in the morning. A 6 am bus would be fantastic.		Please add an early morning bus at 6 am. I don't like the extension on the evening summer hours. That encourages partiers at the beach and park. It means we are listening to a large group of partiers at the bus time well past quiet hours in the village.
	It's spelled Caulfeild, believe it or not	meaning I transfer at HS Bay to a bus that's not the 262	Go home	All evenings in summer	NA: I do	NA: I do use the bus	The schedule was more reliable, the drivers really wanted to pick me up rather than pretend they didn't see me. The bus ran later into the evenings 7 days a week.	The stop at the Hall is great for my drop off (my parents pick me up), and if it's raining I don't mind getting there early to take the bus to Brunswick and then back to Lions Bay. But a bigger bus shelter at Lions Bay Ave would be really great. Maybe it could be shared with the school bus? It's inconvenient and unsafe waiting on the bridge. This transit service is greatly appreciated. Having further service hours added would be ideal.
							I would use it more if there was more service and it ran later. Generally, I cannot plan to do things in the evenings because I won't be able to get back home in Lions Bay.	
							there were later buses add in the evening... a 9 pm bus would be great.	
							There were more night service and earlier as well. More stops, maybe to Park Royal.	
		Caulfield		Earlier mornings on sat/sun		Saturday and Sunday earlier times to get to work and activities	Same as above	Must have later times on all weekdays and sundays so kids can get back from friends and activities. Many parents(cars) are driving to horseshoe Bay after 730 to pick up kids
							if there would be more choices in the (early) morning (which would connect to the 257 in Horseshoe Bay and vice versa	Very happy with the temporary extended schedule over the summer - saving grace with teenagers in the house!
		Lonsdale @ 15th, North Vancouver		Extend route directly to Park Royal and provide evening service on most days.				For medical reasons I am unable to drive; the bus is my only means of transport to shop for food or get to medical appointments. Given the number of non-driving elderly in my social circle who regularly need rides from generous members of our community I know I am *far* from being alone in being transit dependent and I strongly suspect that most others in my position do not have access to the Internet to make their views known. I ask that the village make an effort to reach out to the non-connected elderly population and canvas them on their views regarding transit in addition to conducting this survey. The most significant issue for me with the 262 is that the lack of evening service on most days means that I am unable to make it to the vast majority of social functions and cultural events throughout the week. The second most significant issue for me is that the infrequency of service combined with poor connections with the 257 (particularly in the morning) mean that most trips are far longer than is necessary. For example, hourly 262 service means that reaching an 11am appointment near Lions Gate Hospital involves leaving Lions Bay at 8:45am and waiting in North Vancouver for 50 minutes--a total trip time of over two hours. Similarly, returning to the village from Park Royal generally takes 1h7m and involves a 30 minute wait in Horseshoe Bay. (While it is theoretically possible to get a closer connection from the 257 at Horseshoe Bay, it is not advisable as the 257 often passes up, and/or runs late, due to heavy passenger loads). Finally, the demise of the 259 (express service from downtown) has been a huge blow as it means there isn't a fully reliable way to get home in the event of major traffic disruption (e.g. first narrows bridge closure). With the 259, if I was on the bus while it was stuck in traffic I would get home eventually; without the 259 in the event of an afternoon/PM peak bridge closure the last 262 will have left Horseshoe Bay by the time it is possible to get to Horseshoe Bay from downtown. At that point the only option is to spend \$25 on a taxi from Horseshoe Bay. If it were my choice, what I would like to see for the 262 extended to run hourly to Park Royal (on the upper levels via Horseshoe Bay and Caulfield but with no other intermediate stops) with evening service on most days. In the knowledge that this is pie-in-the-sky, however, evening service on more days would be most useful to me, very closely followed by service every 30 minutes during the day.

If other, please specify (I live in):	If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
					I've tried to use this bus, and have only succeeded 1-2x. I was going to have a driving family member pick me up from the bottom of the hill, but at least 2x the 262 skipped its horseshoe bay pickup due to congestion at the 257. I complained to the company. Therefore, if I need to go somewhere I often have family pick me up from HSB, or Park Royal. I literally had to shake my cane at the 262 one time (I'm only 31, but needed back surgery at the time).	It was more reliable, and more frequent.		A bus stop further up Lion's Bay certainly wouldn't suck.
		I also need to go to North Vancouver.		Morning and evening weekends so non drivers and our youth can work weekends and still live in Lions Bay	I can't get to and from work 7 days a week.	It consistently operated 7 days a weeks so that young people and non drivers could work weekend shifts and nights shifts during the week and longer shifts in general.		If you don't drive it is a long walk to the bus stop but I don't drive which adds a 30 minute walk to and from the bus. Currently the only solution is to move out of Lions Bay or get a drivers license but then I wouldn't need the bus.
				all evenings				
		North Vancouver		Earlier buses on the weekend because they start late.			The bus was more than 1 bus every hour (say every half an hour) and the connections at Horseshoe Bay to downtown were more reliably integrated then it makes ridership more attractive. Coming from downtown to Lions Bay can take over an hour thereby making driving a more viable option.	The Park and Ride at Park Royal is a very convenient and efficient way to get to downtown and beyond but that is only an available option during day time hours and on the way back you can shop at Park Royal. It is not available for evening parking. If your journey takes more than an hour it becomes less attractive to take the bus. If the difference between driving and riding the bus is only 10 or so then the bus is a good option. The service was once excellent during the peak commuting period and mostly very reliable and the difference between driving downtown Vancouver and riding the bus was approximately 10 minutes thereby making bus ridership very attractive. Translink changed the timing of the buses which has increased travel times and thereby making the bus a less attractive proposition. If you need to get to work earlier than normal then the only option is to drive to the Park and Ride in Park Royal or drive and park downtown. It is not reality for most people to be able to arrange their working hours to fit in with the new Translink schedules and connections which were once very good when West Vancouver ran the buses. If Translink would like to encourage more bus ridership and get people out of their cars then making awkward schedules and journeys longer in duration is not the way to go about it.
Strachan Point			Park royal	Frequency on weekends			It came more frequently	
					Too slow to get to downtown, Lonsdale, Park Royal. Plus, getting from Mountain Drive to the bus stop takes too long without in-village service.			
					Too slow to get to downtown, Lonsdale, Park Royal. Plus, getting from Mountain Drive to the bus stop takes too long without in-village service.			
							If it runs evenings	
				Please extend the evening service				
					It takes me half hour to walk to/ from the bus stop. After a long ride from downtown or Park Royal to then do a half hour walk up a VERY steep hill with shopping bags is too much.	I would use it more if the bus came further into the village to minimize walking distance to and from the bus stop	It fit with a commute to work. Sometimes the bus from downtown where I work gets me to Horseshoe Bay but I then have almost an hour wait for the 262 and have to pay again because the 1.5 hour Compass ticket allowance has expired. Also trying to get on a 257 from downtown during rush hours is difficult. They typically fill up in the first couple of stops and by the time they get to the end of Georgia they are full and you can't get on. I have missed the last 262 bus from Horseshoe Bay so many times that I can't trust the buses to be able to commute to work and so I have to take the car. Also I work on a Sunday morning starting at 9am and I have no choice but to get my partner to drive me in. If I was to take the bus, which I wish I could do, I wouldn't get to work until noon.	Barriers to using transit: Distance to bus stop from home Hour wait between buses Doesn't start early enough at weekends Doesn't run late enough for evening commute Doesn't always tie in with 257 at Horseshoe Bay
					I commute to work the other side of Vancouver. Is a 45 minute direct drive and I arrive at work by 7:30. Transit would not do this in a reasonable time or without many changes.			There was not an option for less than monthly. Very occasionally We use the bus to go into Vancouver. Maybe 3 or 4 times a year. Thats all.

If other, please specify (I live in):	If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
					Its a 25 min walk up hill from the bus stop to my house, and the transfer at Horseshoe Bay is much less convenient than it used to be.		if was express to downtown vancouver at least at peak periods	We really meed Uber / left ride share or some local lions bay solution to this, Taxis from Vancouver are \$60 to \$70 there has to be a better way. If we had ride share I believe it would make lions bay more attractive as a place to live and commute from.
							In the past some drivers would be at the bus stop early but if nobody was there they would take off. A couple of times my daughter would take the bus but no bus showed up. When I called to complain I was told sometimes drivers call in sick and are not replaced quick enough. The bus runs once per hour so if you have a job to go to or Doctors appointment you will not be very happy. I haven't heard anything bad lately but I don't ride the bus that often.	
	West Vancouver Rec Centre						The connection in Horseshoe Bay and Caulfeild to the 262 is terrible. You can end up waiting an hour in either place just to get to Lions Bay.	We absolutely do NOT need to increase transit hours during the summer, especially in the evenings. All this does is allow huge groups of teenagers from outside Lions Bay to party late into the evening. On a daily basis we see gangs of 50 or more teenagers at the Kelvin Grove bus stop waiting for the 262. They never all fit on the shuttle so they end up standing around. They climb on the bus shelter, vandalize the shelter with graffiti and leave their garbage everywhere. These are NOT Lions Bay residents taking the 262 at this time.
			come home				I would use it more if it runs later, very happy this is the case in the summer.	
				More then once every hour		It would come on time and it was more often		I was 10 minutes early for my bus and then it never came so I had to wait for the one an hour after
					The bus does not come very late, and I often get stuck in other places because I missed the last bus to lions bay, and if you miss a bus you have to wait and hour for the next one.	If the bus had later and more frequent stop times.		
					Too infrequent to be practical		it ran more often	
		Bowen Island (and often Park Royal; involves a bus change)		To both the West Van rec centres and Park Royal			I would use the 262 service more often if there was a shuttle service to my door (perhaps "on call" as I believe happens on Bowen Island)	A shuttle type of service to and from the bus stops at Kelvin Grove, Central Lions Bay and Brunswick would be helpful for many seniors (and others). This could be an extension of the transit service, or be by an internal local service
					We have very young children. The route is too long and not frequent enough to be helpful. Would like to use it in the future to go downtown for dinner or to sporting events.	It ran more frequently and had a more direct route.	It ran more frequently and had a more direct route.	
				There is a cost to low ridership and I could see Sun.-Thur. evening ridership only for the summer, say June - August inclusive.	Most destinations I go to would take too long to get to by bus as they are far.			The bus at the current level appears adequate. Sun-Thur. over the summer would be a significant enhancement.
					I used the bus extensively in the fall of 2017 and found the service in the mornings and evenings sketchy. I was left more than once sitting in Horseshoe Bay with no connecting bus or waiting an hour or longer.	Cater to people who work downtown. When the stars aligned I could get from my house in lions Bay to my office in False Creek in 50 minutes! That was awesome but too often connections were not reliable.		I have adult kids who do not drive who would definitely use the service if it was more regular and reliable.
	airport		home	mid day connecting to a downtown express at horseshoe bay	I usually go into North Vancouver & make many shopping stops with lots of things to carry. The Horseshoe Bay bus seems to be too busy, so Lions Bay bus connection is a problem. West Van. & Downtown buses are often too full or standing room only. Sometimes we want to bus for events downtown, so we drive to Park Royal. Parking at Park Royal closes at night. Also, from Park Royal to Vancouver is often more expensive than driving if you are travelling with 2 people or more.		If it connected to a downtown express bus in horseshoe bay at 10 or 11am.	We are retired so we do not commute.
	airport							

If other, please specify (I live in):	If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
					I use the 262		More buses ran after 6:00pm on week days	
					I use the 262		More buses ran after 6:00pm on week days	
					I use the 262		More buses ran after 6:00pm on week days	
					Difficult schedule with work hours and location		I do use it for trips to Horseshoe Bay but not often	Although I don't use transit often, I do like the schedule it is today
	I do not use the bus				When I need to go to town it's because I buy a lot of groceries. I cannot carry all what I buy.	n/a	n/a	
							The buses it connected with had more bicycle carrying capacity. I would prefer to get to Park Royal, then cycle to other destinations, but getting a bike onto the express bus (257) isn't assured. I can cycle faster than Bus 250 with all its stops, so taking that isn't a good option.	Having a "family pass" would be excellent where the overall trip cost for everyone in a defined family is capped at a rate lower than it costs individually. As it stands now, cost savings between driving oneself and using public transit are narrowed when each additional member of my family comes along on the bus. That, too, reduces my use of the service - one I use with the hope it's better environmentally as well as means there's one less vehicle on the road.
								The service meets our needs. We often see the bus empty at the Brunswick stop and wonder how often the 262 is actually used.
								Thanks for pursuing this. Better late evening services would be helpful.
					the stop is at the bottom of the hill and the walk is too far	somehow it stopped closer to my house		
	airport yvr	north and west vancouver					If it ran more frequently and if it synchronized better with connecting buses in Horseshoe Bay--often significant waiting	
				More frequent service (every half hour as opposed to every hour)				
								I currently use my car for travel as I try to combine visits to several places once I am in West or North Vancouver. However, I am sure to be using the bus more if my driving abilities become diminished.
					Often does not go late enough or start early enough, and does not depart frequently enough. I often end up having to stay elsewhere.	It left more frequently and had extended hours. Reintroducing the express from downtown would also be an asset.	Once again, if service was more frequent and had both earlier and later hours.	
					When I go to the North Shore or into Vancouver I am usually going to multiple places and it wouldn't be convenient for me.	I was just going to Horseshoe Bay or Caulfeild		
			(I live in Lions Bay.)	Also, weekend daytime, esp. earlier start to service on Sat / Sun				I love that I can get to and from Lions Bay with the 262; but it would be nice if the 262 schedule were taken into account when changes are made to the Downtown-to-Horseshoe Bay routes (esp. the 257). Also, I miss the direct (259) service to and from downtown since it was discontinued a few months ago - that was very quick and convenient.
							the bus driver was stopping at all stops on route, the bus ran after 6pm on weekdays not just weekends.	
					Other options are better Not suitable for other than transportation (ie. groceries)			I believe that bus service is important for many people - young adults, seniors lacking alternatives, one time users (airline connections). Although it may be selfish - I am concerned with bringing outsiders into our community (Ie. beach, cliff diving, nude beach.....possibly other questionable activities), and I do recognize that our young people want to have their friends to be able to come to their community. Like most questions there are two sides and a whole lot of grey area between.
								The first trip to HB in the morning is usually more than 5 min. late, often not catching 257, have to wait for the next one. Coming back, the transfer in HB is a challenge, as 262 never waits for incoming 257 from Van.
					We have a dog that travels with us. We also go to town for shopping and it is difficult to bring materials home on a bus			
				Weekend mor				
				Weekend mornings it's retarded that you can't get Down to Vancouver on a weekend morning eArly	It's often late Never runs on weekend mornings which is the only time I would need to use it Takes far far far too long to get anywhere if you need to. 1.5-2 hours to Downtown in traffic vs 45 minutes by car is retarded	I actually don't think I ever would as I can't rely on it		Opt out of translink Stop paying for their shitty service Take the money Buy two minivans Hire a bunch of retirees that live In the village and make it a free ride share program with regular service and an on demand during peak hours Tell translink and their overtly expensive models to take a hike

If other, please specify (I live in):	If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
					On the few occasions where I tried to ride, I waited so long I got sympathetic car rides	More frequent and faster connect times. Waiting at Horseshoe Bay has forced me to take a cab.		What about that high quality train line? If this was Europe there'd be a train station and trains running every 15 minutes into the city!
	The question is not clear; 262 only goes as far as Caulfeild. I take 262 to HSB where i jump on 257 to go to Downtown		N/A	WOuld be great if it ran every 30 minutes during peaks; Today my 257 was late so had to wait almost an hour in HSB...				I hope more Lions Bay residents use the bus...i believe they will if more reliable and more frequent.
							more frequent service	
				Rush Hour getting to and from work and Eves on Weekends.	To get to and from work should not take the time it does because of the transfers often. I spoke to both West Van and Translink and they basically told me they do not even try and synchronise their schedules for the transfers. 2 different companies. I find this enraging.	If I could get to and from work during peak times.	If I could get to and from work during peak times.	Just that it should not take 1.5 hours to get to and from downtown. It takes me a 1/2 hour to drive. If they could get together on the transfers IE buses synchronised to meet other busses then it would be much better and an express just for the highway that goes between Taylor way and Squamish back and forth would make sense. Same with Weekend Eves. Need later. THX
							Its timetable was coordinated with 250/257 services at Horseshoe Bay.	Although we mostly drive to and from Lions Bay, there are times when the bus is very useful. I use Park Royal Park and Ride services because there are more options
					it is hourly which ends up controlling all the rest of your trip connections. it is also awkward making the connection at Horseshoe Bay to return to the village.	 t was more frequent.		
					Long wait time for each hour and buses don't showup on time or sometimes the 262 does not show up and at all!	I would use the 262 bus if there are more services during each hour but waiting for one hour and sometimes the 262 does not even show up!	There are more evening late hours service available during Mon - Thur	We should have the same services hours as blue buses in West Van Thank you
					N/A	I do use the transit and would hope for extended hours and more frequency	I like to use the 262 bus every day, and evenings if there was more frequency of services	We hope after living in Lions Bay for a long time and working in Downtown, this survey helps us to receive a lot more bus services to and from Downtown to Lions Bay. Thank you
					N/A	I do use the bus and hope there will be a lot more bus services during late nights 7 days a week just like downtown bus service hours	I would use it every day and all the time if there are a lot more services 7 days a week.	
I use the bus occasionally					I suggest enhanced Friday and Saturday evening service and Sunday service		For example going to the Ferry, but if returning on Sunday there is not a bus.	
				Sunday				
					We need a direct bus to park royal			
					Infrequency of transfers with respect to my working times.	I could generally immediately jump on a bus directly from the 257 at horseshoe bay and take it the remainder of the way to lions bay.		
							there would be more evening service hours,	
					I have a car and found to save gas I compile many activities to make my trip worthwhile. Taking the bus is very slow, some routes are crowded and I do not like to wait. Once I took the bus and found such low ridership that i thought a ride share will be best for our community. I am very unhappy that so much of our tax dollars go to subsidize transit instead of infrastructure			I find the amount of people that use the bus transit services is very small for the amount of taxes we pay. Beefing up ride shares may be a better use of our taxes. The Horseshoe Bay to downtown could be beefed up and have a Park and Ride there for Lions Bay residents.
				And all evenings. 7:15pm is too early to cancel service.				

If other, please specify (I live in):	If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
					Not frequent enough so I drive to work. Wait times and the hours are problematic.	Increased frequency.	Increased frequency.	
				0930 to 1530				""Resident"" Optional STOP near Post Office
		Vancouver International Airport						I always walk to the bus stop
					(when I don't need to take the bus) driving to park royal is faster than transferring buses at horseshoe bay	if there were a bus before 5:30am	if there were a bus at 5:30am or after 8pm on weekdays, to get to and from work (horseshoe bay)	
					.			I have an ev so it's cheaper to drive with no emissions. The odd time I would use the bus is to go into town for a night out but the bus doesn't come back late enough.
					I use my car (too much)	It was available later in the evening on weekends. I will give it a try with the extended hours		Thanks for asking!
							The service ran later hours 7 days a Week	
								I am a parent with 2 high school kids living in Lions Bay. This bus is completely unreliable for the kids at night to the point of being dangerous. We are very concerned because our kids and other kids are routinely being stranded at night with the bus just plain not showing up! This is unacceptable. I am in the process of raising it with the Minister of Transportation because I have received no response from multiple attempts to reach Transit to try to figure out what is happening. If a bus service is going to be provided it needs to be reliable and dependable. Right now the Lions Bay Bus service is not!!!!
					Service has become unreliable. Far to often the 250 or 257 leave BC Ferries terminal as the 262 arrives. This happens more than 50% of the time, including when Transit Supervisors are present curbside. In the late afternoon the connection 250/257 to 262 is poor and not reliable. To be safe we have to leave work early, yet our workday starts at the same time.	It operated on time and if the 250/257 bus drivers respected 262 users. The same goes for Translink.	See previous comments. It is easier to drive a car.	As a taxpayer and an individual that shoulders a disproportionate burden of Translink fees, taxes, and surcharges, I am angry at the erosion of service that has gone on in the past three years as it has chosen to use my tax money to move non-taxpaying tourists on time to BC Ferries at my expense. Same goes for the passengers resident on the Sunshine Coast. Why are transit services scheduled to connect to BC Ferries and not Resident Taxpayers? I do not need additional bus service in the evening. I need good bus service.
	Caulfeild, HSB, and Park Royal equally	Caulfeild, HSB, and Park Royal equally	We live in Lions Bay			It ran later in the evenings.	It ran later in the evenings.	
					Usually stops running too early	Ran later		
					The times don't coordinate with ferry schedule. Stop too earlier in the day to be useful.	More times to time link to other busses and ferry.	Went later in the week.	
					It has been fairly unreliable lately.	Could rely on it more.	If it was more reliable.	
	Richmond		Returning home					I would like to see more consistency with drivers with pick up times. Recently I had a driver who plodded along eating cherries and almost made us miss the connector bus. The day previous he missed the connector. We are supposed to have a 5minute buffer - for your paying riders - not for the pleasure if you drivers. If bus doesn't show or are late it makes riders avoid taking the shuttle. Snowy weather I'm supposed go leave driving to the professionals - but if they don't showj I'm not amused - Friday evenings the 257 often does not connect with the 262 - hanging around horseshoe bay for another hour and getting home at 8pm - from 7:18 bus is extremely testing my patience. Taking 1st bus in and having to come home so late - I try to seek alternative forms of transportation if this continues. I was involved in originally bringing shuttle to lions bay - more peak rides are needed to close the time gap. Also run a little longer evenings - try taking work or cap collage in North Van at 5 or 6pm and catch shuttle - forget it. Test run to 8 or 9pm Sunday to Thursday - keep long hours Friday & Saturday + more peak runs (1/2 to Lions Bay like you used to have). I rather wait in traffic in a car on a cold rainy day than wait 1hour on a cold wet bench in the rain because the buses didn't connect because - accident or delay 1st bus ran into. Thank you!
	Caulfield and Horseshoe Bay							My two 14 year old children are heavily reliant on the 262 Bus. While this bus service is critical for our children of Lions Bay it is VERY UNRELIABLE. We have called the bus service more than once to complain but have seen NO improvement. The bus apps state that the bus will be coming in so many minutes and then it does not come and switches the estimated arrival time to another hour forward so my children have been left stranded many times. If you have access to the Lions Bay Mum's Facebook page I just put in a post regarding this and am now getting responses from many mums that are and have been experiencing the same thing. We have another message into the bus service to file another complaint in an effort to improve this critical service for our children and others in our community. Also there are ALWAYS kids stranded at the Kelvin Grove Bus stop weekend evenings (Sunday Particularly) after they have gone to Kelvin Grove Cliffs for the day as the Bus stops very early on Sundays which is an issue as nannies and others still need to go to and from Lions Bay after 6pm on a Sunday. I think for the summer they may have extended the bus service in the evenings to 11 pm which is very helpful but this should be an year round schedule not just a summer extension. Please forward any complaints you get re the bus service to the correct person who can implement change to improve the 262 bus service to and from Lions Bay. Thank You Jo-Anne Hibbert 604-250-0307
					is that I work in North Vancouver and it would take too long to get to work.			

If other, please specify (I live in):	If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
	All of the above apply?	All of the above apply.	I live here.	The students need to be able to get home on weeknights. And Sunday & Saturdays need to start earlier and go later.	My kids only don't use when there is no service.	More frequent times, later and earlier		I have often noticed that the coin machine to take fares is not in use. It's covered up or you are told to just get on the bus. This often is the case when my kids use it between Horseshoe Bay and Lions Bay or if they are on the later bus. I question this practice as it clearly skews the number of riders. How else do you count the ridership if not with fares? If they are told not to swipe in Horseshoe Bay on their way to Lions Bay, then do you really know what the ridership is? I would encourage you to expand the service to Brunswick Beach as well. The times are not consistent, the Drivers leave HB early, especially on a late night weekend. The bus is the only form of transportation for Lions Bay kids. It needs to be improved so that the kids can get home safely. They should also be coordinated with the Ferry schedule on the late nights so kids are not left waiting alone in Horseshoe Bay.
								Keep up the good work
	Renfrew Skytrain Station			weekday peak hours and evenings			When my son starts kindergarten in September I will have a hard time taking the bus because the peak time express (or what used to be the express) either comes half an hour too early (I would need to leave work too early to catch it) or it arrives half an hour too late (after school care ends when the bus arrives at the bottom of the hill at 5:30 pm). If there were additional buses at this time arriving in Lions Bay every half hour between 4 and 6 then I will definitely be able to use the bus.	
				morning and evening	I commute to Burnaby/New Westminster. It is cheaper to drive as I have a vehicle already insured. Time is money and I can't afford a 2 hour commute each way.			If ICBC would offer a reasonably reduced rate of insurance for weekend/holiday use, or insure the driver, I might be more encouraged to use the bus. Transit is too expensive as it is.
					I drive to work in West Van every day, and have avoided trying to take the bus because it takes too much extra time and because I am worried that on my return trip (from Park Royal), the buses will be too full and I will have to wait a long time.	I would take an express bus from Lions Bay directly to Park Royal, and vice versa, provided that there were at least a few trips available each morning and home again each afternoon.		I am very interested in ensuring that the 262 maintains frequent - and RELIABLE - service for the sake of the many young people in the Village who do not have access to cars, and whose parents cannot be shuttling them around everywhere they go.
	airport					I couldn't drive .		
					See below	See below	It connects with the rush hour buses from downtown Vancouver. This bus generally leaves horseshoe bay before the downtown bus arrives then you have to wait an hour or get a ride home. There should be a bus that goes to Lions Bay during the day more frequently than every hour for people coming and going to work.	
								If we can get 262 to go all the way to Park Royal, It would be the best.

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Direction Request		
Title	Filming in Lions Bay		
Author	Peter DeJong	Reviewed By:	
Date	July 11, 2019	Version	
Issued for	July 16, 2019 Council Meeting		

Recommendation:

THAT Council provide direction to staff with respect to the issue(s) outlined in this report.

Attachments:

- (1) Filming Policy 2009, as amended July, 2011;
- (2) Filming Committee Terms of Reference (March 2013)
- (3) Location Filming Fee Comparisons (Updated 2015)
- (4) Draft Filming Committee Minutes (June and Oct.2014)
- (5) Draft Filming Policy (2014)
- (6) Filming Permits 2004-2015
- (7) Filming Permits 2016-2019
- (8) Filming of Midnight Kiss – Observations of K. Azordegan
- (9) Summary Results from 2019 Filming Policy Survey (as at July 11th)
- (10) 2019 Survey – Comments Only (as at July 11th)

Key Information:

A staff review of Municipal records indicates that filming has been a contentious issue in the Village for a number of years, particularly in certain neighbourhoods such as lower Kelvin Grove. The Film Policy adopted by Council in 2009 contained a very restrictive requirement for polling when film productions needed multi-day parking permits¹ or noise bylaw variances – 100% of all residents “directly impacted” through line of sight of vehicles parked for filming related activities and/or within hearing distance of special effects.

¹ As opposed to single day parking permits (Amended 2011)



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This resulted in very little filming activity in Lions Bay, other than commercials shot at the Brunswick Pit through Ministry of Transportation and Infrastructure (MOTI) approvals, the exceptions being a few other one day filming permits and the more recent Council variances from the policy in 2018 (Lower Kelvin Grove) and 2019 (Brunswick Beach).

In March of 2013, Council adopted a Terms of Reference for a Filming Policy Review Committee. That committee was composed of Councillor Ronsley, Interim CAO Grant McRadu, Filming Liaison/Accounting Clerk Hayley Cook, Ian Mackie, Colin Watson, and Mel Weisbaum. It was discussed whether the policy be amended at all, why the community would want to be involved with the film industry and the various problems associated with filming. The committee decided the benefits outweighed the problems. Once that decision was reached then discussion moved on how we ensure the problems are mitigated so the disruptions of the past are not repeated.

After a year of collecting information and meeting to review the policy, a new policy was drafted with a recommendation that it be adopted by Council. The new draft policy contained changes to, amongst other things, the objectives for filming and the notification procedures, leaving polling in the discretion of the Municipality for filming more than three days. The timing of the Committee's recommendation in the fall of 2014 was such that it was tabled for the incoming 2014-2018 Council, which then left it on the shelf.

The current state of affairs regarding filming in Lions Bay is not satisfactory. Proponents of filming would like to see the existing restrictive policy changed; opponents of filming want Council to uphold the existing policy and not vary from it; and staff seek clear direction from Council one way or the other, noting the following additional observations:

- a. multi-day film productions in residential neighbourhoods clearly have the potential to be impactful to many residents;
- b. veto power for one resident is not something that is found in any other jurisdiction, to the best of staff's knowledge;
- c. filming applications have a tendency to come in with little notice and/or short time frames requiring staff to adjust their priorities to deal with such requests, particularly where Council resolutions are required for multi-day parking permits and/or noise bylaw variances (Note: applications for filming at Brunswick Pit are



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much more straight-forward and cause minimal disruptions to staff compared with residential filming requests for multi-day/noise variance permits);

- d. recent variances from the Filming Policy have demonstrated a willingness of production companies to pay significantly more than our current fee structure requires;
- e. filming at night would appear to be more impactful to neighbours than filming during the daytime, regardless of the number of days;
- f. it is impactful to and not practical for staff to conduct polling as it negates the opportunity for the production company to make best efforts to contact residents directly to explain and gain support for the proposed filming, as well as the opportunity for residents to negotiate perks in exchange for their acquiescence.

For the past few weeks, residents have been provided an opportunity to “have their say” on filming in Lions Bay. The results of that survey are attached to this report without analysis, given that the opportunity for input only expired yesterday (results attached are only to July 11th). Additionally, while not attached to this report, Council has received, as part of this Agenda, a filming presentation from Creative BC, which addresses a number of additional considerations.

Desired Result: A comprehensive commercial filming policy for the Village of Lions Bay that addresses key objectives of the Municipality and its residents.

Options to Pursue Desired Result:

- (1) Council will need time to digest and consider this report and the materials attached and/or presented on this subject matter. In due course, they will need to provide direction to staff. Options to accomplish this include:
 - (a) providing email comments to the CAO over the next couple of weeks or other time frame to enable staff to work on a draft proposal for review in the fall;
 - (b) setting a date for a CSC to provide Council comments for discussion in mid-September;
 - (c) setting a deadline of the September 17th Council meeting for Council input regarding the issues raised in this report.

Regardless of the methodology, Council members will need to email staff to incorporate their comments in either a draft proposal or a CSC/Council meeting agenda. It may be



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more efficient to proceed under option (a) so that Council input can be incorporated into a working document for discussion at a CSC or Council meeting. Further, having some preliminary feedback from Council regarding the materials referenced in this report and the staff observations (a) through (f) would be of assistance to staff in navigating this subject matter more efficiently.

- (2) Form a new Film Policy Review Committee to consider the information referenced in this report and the work of the previous Committee (which included opportunities for residents to make known their views) to advise Council on options going forward. This would, in staff's opinion, be a duplication of efforts already expended over the course of a year by the previous Committee and would not be an efficient use of staff, Council and volunteer resources. The objectives of the competing policies and their methodologies for implementation can be seen from the first section of each, and Council may think of additional objectives for consideration.
- (3) Hold a facilitated Town Hall policy session to ensure that all interested residents have had an opportunity to express their views. Staff suggests that the spectrum of resident views on the topic is already known and has been updated through the recent survey, so this type of format may only serve to re-affirm entrenched positions.
- (4) Direct staff to proceed with either:
 - (a) fine tuning of the 2014 draft filming policy for presentation to Council in September; or
 - (b) fine tuning of the current 2009 Filming Policy for presentation to Council in September.

Either of these options would require that Council is clearly of like mind with no need for further substantive discussion on other options, besides fine tuning of one or the other of the two noted above.

Follow Up Action: Per Council direction.

Communication Plan: Per Council direction.



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Filming Policy

Adopted July 6, 2009

Village of Lions Bay Filming Policy

1.0 Introduction

2.0 Terms and Conditions

- 2.1 Objectives**
- 2.2 General Applications**
- 2.3 Polling**
- 2.4 Fees**
- 2.5 Insurance**
- 2.6 Designated Representative**
- 2.7 Parking**
- 2.8 Street Closures**
- 2.9 On Site Construction**
- 2.10 Special Effects**
- 2.11 Restoration**
- 2.12 Crowd Control**
- 2.13 Indoor Filming**
- 2.14 Noise**
- 2.15 Notification to Residents/Businesses.**
- 2.16 Indemnity**
- 2.17 Copyright**
- 2.18 Accreditation**
- 2.19 Revocation**
- 2.20 Alterations**
- 2.21 Governing Law**

3.0 Consideration of Residents

Fee Schedule 'A'

1.0 Introduction

Filming in Lions Bay

Located on the east shore of Howe Sound, the community of Lions Bay is endowed with a spectacular natural landscape. It is the landscape that both attracts residents to the community, and significantly shapes its character. The mountainous terrain with its creek corridors and steep slopes dictates the type of land uses that can be accommodated while respecting public safety values.

Lions Bay residents value this community as a peaceful, close-knit village, deeply connected to the natural West Coast environment. The community values peace and quiet. Filming must respect the residential character of the Village and minimize disruption to daily life.

Any person or company who is interested in accessing Village of Lions Bay municipal property for the purposes of commercial photography, video, film and television must obtain a Filming License from the Village of Lions Bay. Complete and *Application for Filming License* and return to the Village of Lions Bay Office for review. News media are exempt.

2.0 Terms and Conditions

The Municipality of the Village of Lions Bay License for Filming Purposes

2.1 Objectives

This policy has been written to meet a number of specific objectives:

1. To accommodate the film industry to the extent that Village residents are not inconvenienced and peace and quiet are maintained,
2. To protect the safety, well-being and interests of residents,
3. Recover its costs for all services rendered as well as earn a market rate of return on the use of municipal services and locations by the industry,
4. To provide a broad set of procedures by which filming activities may be authorized,
5. To protect municipal properties from adverse impacts on the environment.

2.2 General Applications

All filming within the Village of Lions Bay should comply with all Federal, Provincial, and Municipal regulations, particularly those in respect to occupational safety and health.

A film application must be submitted in writing and contain the following information:

- Project description including the purpose and scope of the activity,
- Crew and cast size, arrangement for sanitary facilities and security provisions,
- Details on the number of types of vehicles, number of vehicles and requirements for parking and transportation,
- Number of days and dates crew will be on municipal property,
- Areas requested for filming,
- Detailed stunts or special effects.

2.3 Polling

Residents shall not be polled prior to an application for filming being submitted and approved by Village of Lions Bay. If polling has taken place prior to application, the Village will reject the application.

Residents will be polled by the Village Office upon receipt of an application by the Village Administration and Filming Liaison Designate when a multi-day parking permit is required, or where noise bylaws are requiring relaxation, prior to approval of a filming and parking permit being issued.

The poll will be conducted by the Village Office to those residents in the immediately impacted area of the filming. Note: Residences who would be in the direct sight line of vehicles parked for filming related activities, and/or within direct sight and/or hearing distance of special effects are considered to be directly impacted. 100% approval of all residents directly impacted must be obtained in order for either multi-day parking permits to be issued or any relaxation of the noise bylaw to be approved.

2.4 Fees

2.4.1 The Licensee shall apply and pay to the municipality, a daily filming license fee of \$300.00. The Licensee shall further pay to the municipality a non-refundable application fee of \$250.00 to be paid at the time the application is submitted. No filming shall be authorized without the prior completion of the appropriate forms. Refer to the Fee Schedule 'A' for other applicable fees.

2.4.2 Where parking is required and authorized by issuance of a parking permit, a parking permit fee of \$25 per day per day per vehicle and \$100 per day per truck per location must be paid. Refer below to 2.7 Parking.

2.4.3 Village Filming Liaison: Lions Bay Village Administration is a small staff with limited working hours. The Village may appoint a Filming Liaison to work prior, during and post production.

2.4.4 Legacies and Work in Kind

Production Companies are encouraged to contribute to the community by donating to local community groups, and/or by leaving a needed legacy behind for the community to enjoy.

2.4.5 Security

The Licensee shall deposit with the municipality at the time that the license is issued security in the amount of \$5,000.00. Security shall be in the form of a certified cheque, money order, or a letter of credit endorsed and delivered to the Village of Lions Bay.

Upon completion of filming, the site will be inspected by the Manager of Municipal Works or other person designated by the Municipality, to ensure that the sites are clean and have been restored to the original condition satisfactory to the Municipality. The security deposit will be returned to the Licensee within 30 days of receiving a

satisfactory inspection report, and where there are no liability or third party claims anticipated.

Any costs necessary to rectify the site will be borne by the Licensee. The security held by the Municipality will be applied to these costs and the balance of the security will be returned to the Licensee. Where these costs exceed the security held by the Municipality, the Licensee will pay the costs in full within 30 days of receiving an invoice.

2.5 Insurance

The Licensee is required to purchase and maintain a minimum of \$3,000,000 Comprehensive Liability insurance to a maximum deemed appropriate by the Treasurer. This insurance is to be held on an occurrence basis. In addition, the Village of Lions Bay must be named as an insured under the policy and a completed "Proof of Insurance" form must accompany the filming license application.

Any loss or damage which occurs and which is under the deductible in the insurance policy or is not covered by the insurance policy is the responsibility of the Licensee

2.6 Designated Representative

The Licensee must appoint a Designated Representative from the company who will be responsible for all film company activities. The representative must be on site through the duration of all filming and related activities. A 24-hour contact phone number must be provided. The designated representative is responsible for ensuring that all cast and crew are informed of, and abide by, the policies of the municipality.

2.7 Parking

Parking throughout Lions Bay is very restricted and parking permits must be obtained. Due to the steep grades, narrow roads and many cul-de-sacs, parking on Village property is limited. The Licensee must provide detailed requirements for parking of all vehicles upon application. Alternative parking arrangements outside of the Village may be required. The Licensee must arrange in advance for parking of all vehicles associated with the production. These parking arrangements must be approved and a parking permit and fee must be applied for at the time of application for the Filming license. If required, the film company will, at its own expense, provide shuttle service from the designated parking area to the filming site.

Due to the geography of in Lions Bay, frequent traffic is a concern. The safety and peace of the residents will be a factor when determining an application.

2.8 Street Closures

The Licensee must conduct production so as not to interfere with normal traffic flows along municipal streets, unless the Licensee obtains the prior permission of the municipality.

The Licensee must contact the Provincial Ministry of Transportation regarding film use on Highway 99 or any other Highway under the jurisdiction of the Ministry of Transportation.

2.9 On Site Construction

Any construction that is approved must be undertaken so as to prevent adverse environmental impact or damage to municipal sites and facilities.
Any construction or resulting structures must at no time endanger public safety.

2.10 Special Effects

All special effects must be detailed in the written application and are must be approved by the local municipality subject to municipal bylaws and the approvals of RCMP, Lions Bay Fire Rescue and any other government body who has jurisdiction of the area being used.

2.11 Restoration

The Licensee shall restore the municipal locations to their original conditions unless prior permission to leave the site in an altered state is approved by the municipality in writing.

The Licensee shall conduct its operations so as not to cause any damage or leave any waste and the Licensee will be charged with all costs of repairing damage and cleaning waste from the municipal location(s).

The Licensee shall pay for all costs associated with the production, including the costs of security, service staff, damage repair and cleaning. In particular, the Licensee may be charged with all additional expenses incurred by the municipality as a result of the production, including costs associated with Fire Department response to false alarms triggered by the production process.

2.12 Crowd Control

The Licensee shall employ security staff or take other means approved by the municipality to ensure that crowds viewing the filming process are controlled.

2.13 Indoor Filming

While filming indoors, the Licensee must abide by any non-smoking restrictions and any food or beverage restrictions applicable to the building. All sets must be constructed in a safe manner.

2.14 Noise

Peace and quiet is very important to the residents of Lions Bay. The Licensee must make every effort to keep noise down to a reasonable level during production. Hours of filming must be approved by the local municipality subject to municipal bylaws.

The municipality may refuse to permit night filming if it considers that residents will be unduly affected. Specific conditions may be imposed on night filming as considered necessary in the public interest.

2.15 Notification to Residents/Businesses.

When filming in Lions Bay, proper notification by the Village Office staff is to be provided to each resident directly affected by filming activity. The Production Company or photographer is responsible for providing at least 5 days advance written notice to all residents within the area specified by the Village. Wording of the notification must be pre-approved by the Village.

The Film Permit may be revoked if it is discovered that affected residents have not been adequately notified.

2.16 Indemnity

The Licensee hereby releases, indemnifies and saves harmless the municipality and their officers, servants, agents, employees and others from and against all costs, losses, damages, compensation, claims, demands, actions, judgments and expenses including actual legal expenses arising from death or injury to person or property loss or damage resulting from the actions or failures to act of the Licensee, its directors, officers, employees, agents, contractors, subcontractors and others in respect of the production for which this License is issued. The Village of Lions Bay will not be responsible for any loss, regardless of the cause, except the sole negligence of the municipality.

2.17 Copyright

The Village of Lions Bay shall have no copyright interest in any photography or recording made pursuant to this agreement and the Licensee shall not be obliged to make use of any photographs or recordings made pursuant to this License.

2.18 Accreditation

The Village of Lions Bay reserves the right to request films to display the following credit line which identifies areas used as a site location to be within municipal boundaries:

"Filmed in the Village of Lions Bay, British Columbia"

2.19 Revocation

The Village of Lions Bay may revoke this license without notice and without payment of any damages if the Licensee does not comply with the terms and conditions of this License or other applicable legislation.

2.20 Alterations

The Licensee may not deviate from the production specifications listed herein or the terms and conditions of the License unless the Licensee obtains written consent of the municipality.

2.21 Governing Law

This agreement shall be governed by the laws of the Province of British Columbia and the Federal Government of Canada and the Licensee agrees to submit to the jurisdiction of the courts of British Columbia and Canada.

3.0 Consideration of Residents

Filming Code of Conduct

Cast and crew members are reminded that they are guests in the homes and areas of residents of the Village of Lions Bay and it would be appreciated if they would treat this location, the residents and the public with courtesy. A Filming Code of Conduct has been developed to help ensure an effective working relationship between the visiting production companies and the residents of the Village of Lions Bay.

The Filming Code of Conduct shall be adhered to while filming as well as during the set up and break down of the location.

A copy of the Filming Code of Conduct is to be posted on site in a clearly visible area at all times (e.g. catering truck, craft service table, on the set). It is the responsibility of the Applicant to ensure that all filming staff and contractors are familiar with and abide by the Village of Lions Bay Filming Code of Conduct. All filming vehicles are to adhere to the village speed limit of 40 km/h.

FILMING CODE OF CONDUCT

1. When filming in a neighbourhood or business district the filming company shall give notice to impacted residents and merchants as determined by the Village and as detailed in the Village of Lions Bay Filming Policy.
2. The production company shall abide by the Village of Lions Bay Traffic Bylaw at all times unless otherwise requested in the application and approved by the Village of Lions Bay.
3. The production company shall abide by the Village of Lions Bay Noise Bylaw and give at least one week's notice of late night activities to impacted residents as determined by the Village.
4. Cast and crew shall enter the area no earlier and leave no later than the time specified in the application and park within designated parking areas. All engines shall be turned off as soon as possible.
5. When production passes identifying employees are issued all production staff shall wear them while at a location.
6. The production company will not move or tow vehicles without permission from the Village of Lions Bay or the vehicle's owner.
7. Production company vehicles shall not block driveways without the permission of the Village of Lions Bay or the property owner.
8. All catering, crafts service, construction, strike and personal garbage shall be removed from the location.
9. Trees or plants shall not be removed, trimmed or cut without permission of the property owner or the Village of Lions Bay.
10. The production company will remove all signs erected during production, and return all signs taken down during production. Signs shall only be placed or remove with approval by the Village.
11. Cast and crew shall avoid making excessive noise.
12. Cast and crew shall keep shoes and shirts on and not display messages or images that may be offensive on clothes, signs or posters.

Fee Schedule 'A'

One Time non refundable Application Fee:	\$ 250.00
Filming fee	\$ 300.00 per day
Damage Deposit	\$ 5,000.00

Additional Fees:

Filming in Lions Bay Parks	\$ 500.00
Parking Fees	\$ 25.00 per vehicle per day \$ 100.00 per truck per day
Filming Liaison	\$ 40.00 per hour
Fire Rescue Services	\$ 100.00 per hour
Municipal Services	\$ 80.00 per hour

Other charges may apply.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	TERMS OF REFERENCE		
Title	FILMING POLICY SELECT COMMITTEE		
Author	Councillor Joanne Ronsley	Reviewed By:	
Date	March 14, 2013	Version	Draft 1
Issued for	Council Review – Committee of the Whole Meeting – March 19, 2013		

1 Purpose of Committee

- 1.1 To collect and collate information available, now that the filming bylaw and policy have been in effect since September 10, 2010.
- 1.2 The Committee's role is advisory; it has no authority to approve or implement decisions.
- 1.3 The Committee shall report directly to Council.

2 Composition

- 2.1 The Committee shall be composed of four members, with at least one member of Council.

3 Roles and Responsibilities

- 3.1 The Committee's role is to provide recommendations to Council with respect to filming. The scope of the Committee's involvement includes:
 - Identifying and assessing filming needs
 - Reviewing filming practices
 - Developing future filming planning and practices

4 Policies and Procedures

- 4.1 Committee procedures will be conducted in accordance with Council Procedure Bylaw, 2012, No. 453, as amended.
- 4.2 The Committee is established as a non-voting structure, and its recommendations shall be formulated by consensus of those present at its meetings.

LOCATION	Est. Population	General Filming Fees	Fee	Work Permits	Fee	Business Licence Fee	Hydrant Use	Fee	Special Community Services	Fee	No Parking Signage Fee	Parks & Municipal Property	Policy?	Comments
Abbotsford, City of	130,000	Film Support Fee or Film Office Fee	350	Highway Use Permit (e.g. for parking circuses)	75	306	8am-4pm M-F: \$50 per day W/e & 5pm-12am M-F: \$150 per day	50-150	RCMP Officer (per hour)	100			No	
									RCMP car (per hour)	125				
									Fire Inspection	100				
Agassiz / District of Kent	6,500	Film Permit Application Fee	200			125			RCMP Officer (per hour, min. 4 hrs)	75	50 per location	200-1000 per day	No	
Anmore, Village of	1,800	None				400							No	
BC Parks	-	Filming Application Fee	500											
		Daily Film Permit Fee (minor production per day)	100											
		Daily Film Permit Fee (major production per day)	500											
Belcarra	700	Filming Application Fee	205	Road Allowance Permit (temp)	30	92						150-500 per day	No	
Bowen Island	3,500	Filming Application Fee	100	Street Parking (per day)	100	None						300 per day; 1000 per week	Yes	All other costs much be recoverable
		Filming Activity Fee (per location)	100											
Burnaby, City of	200,000	Film Application Fee	200	Street Use (per block)	250	80			RCMP Officer (per hour)	100		800 per day; 200 for non-filming days	Yes	Creative BC doing a good job
				Street Parking (per block)	250				Fire Dept (per hour)	500				
Chilliwack Film Commission	80,000	None				None							No	Couldn't find any fees
Cocquiltam, City of	115,000	Film Application Fee	225	Road Closure Fees currently under review		160							No	
Delta	100,000	None		Highway Use Permit	25	None	Hydrant Permit	35	RCMP Officer (per hour)	105				
				Residential Parking Permit	10				RCMP car (per hour)	135				
Gibsons	4,200	Filming Application Fee	500			None								
Harrison Hot Springs	1,600	None				None							Yes	No fees, but encourage donations
Hope	6,000	None				150								
Langley, City of	26,000	Film Permit Application Fee	210	Street Use (per 100m)	100	170			RCMP Officer (per hour)	94		200-400	Yes	
				Highway Use Permit	300				Fire truck (per hour)	550				
				Filming Site Inspection	50									
Langley, Township of	105,000	Film Application Fee	25	Highway Use Permit	150	128	Hydrant Use	150	RCMP Officer (per hour)	94		Most parks \$1,137 per day	Yes	Creative BC says they are doing well - most current guidelines
							Hydrant Permit	50	Fire truck (per hour)	450				
Lions Bay, Village of	1,400	Film Application Fee	250	Parking - car per day	25				Fire Rescue Services (per hour)	100		500 per day	Yes	Donations welcome
		Daily Filming Activity Fee	300	Parking - truck per day	100				Municipal Services (per hour)	80				
									Film Liaison (per hour)	40				
Maple Ridge, City of	77,000	Film Application Fee	208	Street Use (per day)	150	110			Fire Truck (per hour)	500		300-2,000	Yes	Cancellation Fee - \$260
				Special FX Permit	100				RCMP Officer (per hour)	Vary				
Metro Vancouver	2,300,000	Film Application Fee	200						Film Liaison (per hour)	65			Yes	Daily Activity Fees go up in non green/park spaces, e.g. corporate locations
		Daily Activity Fee (filming)	600											not regional permitting authority
		Daily Activity Fee (hold/prep/wrap)	450											
		Circus	300											
New Westminster	66,000	Film Licence Fee	275	Street Use (per block, per day)	200	150		100	Fire truck (per hour)	550	100 per block	City Hall \$5,000 per day		
		Location Fee (multiple locations on one licence)	50									Parks - 500-1130		
North Vancouver, City of	85,000	Film Permit Fee (1-4 locations)	400	Street Parking (per 100m)	55				RCMP Officer (per hour)	90		600-3,000		
		Film Permit Fee (5+ locations)	900	Special FX Inspection	150				Fire truck (per hour)	200				
North Vancouver, District of	50,000	Permit Fee per location	230	Street Filming (per day)	155	24.2		60	RCMP Officer (per hour)	110	15.50 per sign	300-1,500 per day		
				Street Parking (per 100m, per day)	56				Fire truck (per hour)	160				
									Film Liaison (per hour)	68				
Danforth	7,700	Film Application Fee	125			150								

LOCATION	Est. Population	General Filming Fees	Fee	Work Permits	Fee	Business Licence Fee	Hydrant Use	Fee	Special Community Services	Fee	No Parking Signage Fee	Parks & Municipal Property	Policy?	Comments
Pitt Meadows	18,000	Daily Film Fee	300											
Pitt Meadows	18,000	Film Application Fee	200	Street Use (per day)	50	110		450	Site Inspection Fee	78		400	Yes	
Port Coquitlam	57,000			Bridge Use (per day)	100									
Port Coquitlam	57,000	Film Permit Application Fee	750	Road or Lane Closure Permit	100	200		100						
Port Moody	33,000	Daily Film Fee (1-2 days)	337.3	Street Use (per day)	0			203	RCMP Officer (per hour)	110		40-250 per HOUR		No application fee, but daily filming fees
Port Moody	33,000	Daily Film Fee (more than 2 days - max. \$1,500) - per day	119.2											
Richmond	175,000	Filming Application Fee	102	Street Use (100ft per day)	51	150	First day use (reduced on subsequent days)	195	RCMP Officer (per hour)	104	Cost recovery		Guidelines	
Richmond	175,000			Special FX (per day)	111				Fire truck (per hour)	131				
Squamish, District of	18,000	None		Work Permits	0	125						Varies	No	
Surrey	400,000	Film Permit	250	Parking Permit: \$92	92	None			RCMP Officer (per hour)	105				
Surrey	400,000			Road Obstructions/ Closures	172				Fire truck (per hour)	550		500-1000 per day		
Surrey	400,000			Road Use	250									
Surrey	400,000			Parking City Block (per side per day)	250									
Surrey	400,000			City Lot (per day)	500									
Vancouver	580,000	Film Permit	150			133 (unconfirmed)	Plus damage deposit	50	RCMP Officer (per hour)	120		Varies		Park fees are significant and vary
Vancouver	580,000								Fire truck (per hour)	110				
Vancouver	580,000								Film Liaison (per hour)	67				

LOCATION	Est. Population	General Filming Fees	Fee	Work Permits	Fee	Business Licence Fee	Hydrant Use	Fee	Special Community Services	Fee	No Parking Signage Fee	Parks & Municipal Property	Policy?	Comments
West Vancouver, City of	43,000	Film Application Fee	500	Special FX inspection	50	145			Film Liaison (per hour)	64		400-1,000 per day		Very expensive and has deterred filming in the past - Creative BC has worked with them to adjust their process and fee structure
		Daily Film Fee (1-5 days)	450	Sidewalk Closure (per day)	200				Fire truck (per hour)	150				
		Daily Film Fee (6-10 days)	750	Street Closure (per day)	100				RCMP Officer (per hour)	105				
Whistler, Resort Municipality of	10,000	Film Application Fee	125			165		25	Fire truck (per hour)	385				
		Daily Film Fee	300						General labour (per hour)	40				
White Rock	20,000	Administration Fee	200- 500			None						400-1,000		

2015 Fee Comparison - BC Communities

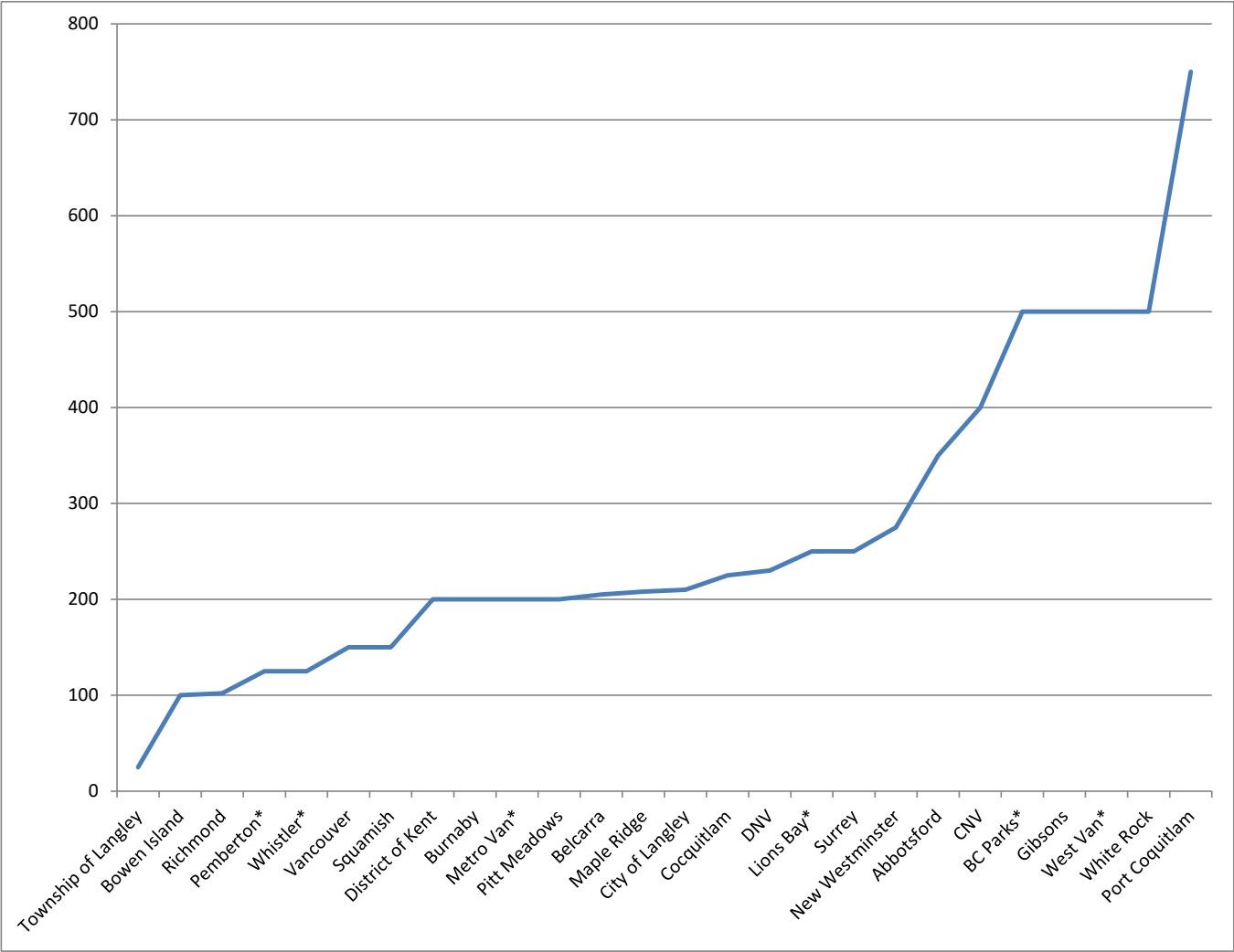
LOCATION	Est. Population	General Filming Fees		Work Permit Fees		Business Licence Fee	Parks & Municipal Property Fees
Abbotsford, City of	130,000	Film Support Fee or Film Office Fee	350	Highway Use Permit (e.g. for parking circuses)	75	306	
Burnaby, City of	200,000	Film Application Fee	200	Street Use (per block)	250	80	800 per day; 200 for non-filming days
Cocquitlam, City of	115,000	Film Application Fee	225	Street Parking (per block)	250		
Langley, City of	26,000	Film Permit Application Fee	210	Road Closure Fees currently under review		160	
				Street Use (per 100m)	100	170	200-400
				Highway Use Permit	300		
				Filming Site Inspection	50		
Langley, Township of	105,000	Film Application Fee	25	Highway Use Permit	150	128	Most parks \$1,137 per day
Lions Bay, Village of	1,400	Film Application Fee	250	Parking - car per day	25	None	500 per day
		Daily Filming Activity Fee	300	Parking - truck per day	100		
Maple Ridge, City of	77,000	Film Application Fee	208	Street Use (per day)	150	110	300-2,000
New Westminster	66,000	Film Licence Fee	275	Street Use (per block, per day)	200	150	City Hall \$5,000 per day
		Location Fee (multiple locations on one licence)	50				Parks - 500-1130
North Vancouver, City of	85,000	Film Permit Fee (1-4 locations)	400	Street Parking (per 100m)	55	None	600-3,000
		Film Permit Fee (5+ locations)	900				
North Vancouver, District of	50,000	Permit Fee per location	230	Street Filming (per day)	155	24.2	300-1,500 per day
				Street Parking (per 100m, per day)	56		
Pemberton	2,200	Film Application Fee	125			150	
		Daily Film Fee	300				
Pitt Meadows	18,000	Film Application Fee	200	Street Use (per day)	50	110	400
				Bridge Use (per day)	100		
Port Coquitlam	57,000	Film Permit Application Fee	750	Road or Lane Closure Permit	100	200	
Port Moody	33,000	Daily Film Fee (1-2 days)	337.3	Street Use (per day)	0	None	40-250 per HOUR
		Daily Film Fee (more than 2 days - max. \$1,500) - per day	119.2				
Richmond	175,000	Filming Application Fee	102	Street Use (100ft per day)	51	150	
Squamish, District of	18,000	None		Work Permits	0	125	Varies
Surrey	400,000	Film Permit	250	Parking Permit: \$92	92	None	500-1000 per day
				Road Obstructions/ Closures	172		
				Road Use	250		
				Parking City Block (per side per day)	250		
				City Lot (per day)	500		
Vancouver	580,000	Film Permit	150			133 (unconfirmed)	Varies
West Vancouver, City of	43,000	Film Application Fee	500	Sidewalk Closure (per day)	200	145	400-1,020 per day
		Daily Film Fee (1-5 days)	450	Street Closure (per day)	100		
		Daily Film Fee (6-10 days)	750				
Whistler, Resort Municipality of	10,000	Film Application Fee	125			165	
		Daily Film Fee	300				

Sent email to Sheena

sent email to Christa

Film Application Fees

Township of Langley	25
Bowen Island	100
Richmond	102
Pemberton*	125
Whistler*	125
Vancouver	150
Squamish	150
District of Kent	200
Burnaby	200
Metro Van*	200
Pitt Meadows	200
Belcarra	205
Maple Ridge	208
City of Langley	210
Cocquitlam	225
DNV	230
Lions Bay*	250
Surrey	250
New Westminster	275
Abbotsford	350
CNV	400
BC Parks*	500
Gibsons	500
West Van*	500
White Rock	500
Port Coquitlam	750





THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

**FILMING COMMITTEE MEETING
OF THE VILLAGE OF LIONS BAY
HELD ON MONDAY, June 16th, 2014 at 6:00 PM
AT THE LIONS BAY SCHOOL, 250, BAYVIEW ROAD, LIONS BAY**

MINUTES

Present:

Councillor Ronsley
Ian Mackie
Colin Watson
Mel Weisbaum
Interim CAO Grant McRadu

1. Welcome & Call to Order

Councillor Ronsley welcomed the Film Committee and advised the public about the public participation process for the meeting.

2. Introductions

Councillor Ronsley introduced the members of the Committee.

3. Appointment of Recorder

Interim CAO McRadu was appointed as the recorder.

4. Review of May12, 2014 Minutes

It was moved and seconded to accept the Minutes of the Film Committee Meeting of May 12, 2014 as presented.

Carried...

5. Next Steps from Last Meeting:

- a) Financial benefits accrued to other neighbouring municipalities
- b) Ideas on how to mitigate disruptions to neighbours
- c) Possible zones within the Village that would permit filming without the existing neighbourhood "veto";
- d) Better understanding of the history of filming within the Village;
- e) Review of Filming Polices from:

VILLAGE OF LIONS BAY**Film Committee Meeting of June 16, 2014****Page 2**

- a. Belcarra
- b. Bowen Island
- c. Burnaby
- d. City of North Vancouver
- e. District of North Vancouver
- f. District of Squamish

There was discussion by the members of the Committee:

- in which it was noted that most municipalities appear to be welcoming of the film industry and if the Village is to change its film policy, then it must be more inviting as the current policy is quite negative;
- that there are many municipalities with quite specific policies and procedures and if the Village is to change its policy then, we ought to pick the best sections from each and see how they apply to the Village of Lions Bay;
- there was a filming a number of years ago in Lower Kelvin Grove that was quite disruptive and the Committee members commented that hopefully we have learned from this and the Village can introduce regulations that are both welcoming to the film industry as well as protective to the residents within the neighbourhoods the film company is in.

The Committee stated that the Village needs to decide if it wants to allow filming and then if it does, the policy should be revised to address the concerns.

Following discussion, it was moved and seconded:

That the Committee support changing the existing Village Filming Policy to allow filming within the Village by eliminating the current veto;

And that the Committee ask staff to review other municipal film policies to develop a new policy incorporating elements to encourage filming while respecting the residents of Lions Bay.

Carried...

The Committee also stated that Council ought to delegate approval of the film permits to the CAO or his/her delegate.

Public Comments:

Mr. Azordigan – Tidewater Way:

Mr. Azordigan stated the Film Committee meetings were a waste of time as 90% of the Village residents in his neighbourhood are against filming and that only neighbours should have the ability to allow or disallow filming in their neighbourhoods.

Ms. Rogers – Tidewater Way:

Ms. Rogers stated that she appreciated the time the Committee has taken to review this matter and was in favour of the Committee moving forward with this resolution.

Mr. Mailey – Tidewater Way:

Mr. Mailey commented that the Committee has gained momentum and should be looking to increase its revenue base while accepting the concerns of the residents and should develop a plan that can react quickly if there are problems or requires changes.

Staff to send an email to all the residents present at the meeting to advise them of the time of the next meeting.

6. Committee Next Steps

The Committee will review the Draft Film Policy at their next meeting.

7. Next Meeting Date: July 21st, 2014

No meeting date was set.

8. Adjournment

Resolution

It was moved and seconded that the Film Committee Meeting of May 12, 2014 be adjourned at 7:09pm.

Carried...

**FILMING COMMITTEE MEETING
OF THE VILLAGE OF LIONS BAY
HELD ON MONDAY, OCTOBER 20, 2014 at 6:30 PM
AT THE LIONS BAY ELEMENTARY SCHOOL**

MINUTES

Present:

Councillor Ronsley
Interim CAO Grant McRadu
Accounting Clerk Hayley Cook
Ian Mackie
Colin Watson

Regrets:

Mel Weisbaum

1. Welcome & Call to Order

Councillor Ronsley called the meeting to order at 6:30pm and thanked the residents for coming.

2. Introductions

Councillor Ronsley introduced the members of the Filming Committee.

3. Appointment of Recorder

Accounting Clerk Cook was appointed as recorder.

4. Public Participation:

None

5. Review of July 21, 2014 Minutes

Moved by Accounting Clerk Cook
Seconded by Ian Mackie

That: the minutes of the Filming Committee Meeting of July 21, 2014 are adopted with the changes presented.

Carried...

6. Next Steps from Last Meeting:

Fee Structure Comparison:

Accounting Clerk Cook presented the fee structure comparison.

The committee agreed that the fees suggested in the draft policy seem to be middle of the road compared to neighbouring municipalities.

Ian Mackie spoke to the wording for the Indemnification piece and advised that he would change the wording in the draft policy and send it to the office.

Draft Policy:

The filming Committee discussed the draft policy. Some of the issues raised were:

- WCB coverage to be addressed
- If the application requires 4 weeks it may mean loss of commercials or short day filming; the committee agreed this could be reviewed in a year as both Squamish and West Vancouver only require 2 weeks' notice

The Filming Committee agreed by consensus to only require 2 weeks, and to review this after a year.

Councillor Ronsley passed on a comment from Mr. Weisbaum that he can't currently produce a film in his own community; this policy is a good first step.

Jane Moloughney, 1 Brunswick Rd:

Ms. Moloughney asked if the policy should make a distinction between residential and commercial filming as she did not wish for her area to be used commercially.

Interim CAO McRadu advised that the decision was made in the summer to welcome residential filming in Lions Bay

Mr. Azordigan:

Mr. Azordigan suggested that the previous resident's question was legitimate; residents can't open a garage in their homes or operate a hotel; the areas are residential.

Councillor Ronsley suggested that the committee is looking at the whole picture in terms of fairness to all.

Mr. Azordigan advised that there are many other locations in BC where filming in residential zones is not permitted.

Mr. Torrance suggested that section 4.3 says if filming is for more than 3 days then residents “may be consulted”; this is a 180 degree turn on position and is not democracy; some residents stand to make lots of money from this. Mr. Torrance agreed that the veto decision in the current policy is not good but suggested that the residents should have some involvement. The OCP talks about participation but the draft policy says that the Village doesn’t even have to notify residents.

The committee suggested that it is too cumbersome to circumscribe every possibility in the document but that they have discussed the policy and potential problems at great length. The incoming Council will have to be briefed on it.

Interim CAO McRadu advised that the filming committee has discussed whether the policy be amended at all, why the community would want to be involved with the film industry and the various problems associated with filming. The committee decided the benefits outweighed the problems. Once that decision was reached then discussion moved on how we ensure the problems are mitigated so the disruptions of the past are not repeated.

Interim CAO McRadu suggested that the philosophical decision was reached last July and that the committee is very close to a final draft. The final decision of whether to adopt the policy is with Council.

The Committee agreed that the draft policy is a reflection of the work done to date and is intended for a one year trial.

New wording will be provided by Mr. Mackie for section 8.4.

The Committee discussed the contact between the film company and the office and agreed that the responsibility should lie with administration. If there is a breach to the policy, the filming can be shut down. A film company would be very concerned about being shut down. It was suggested that the policy should not be too onerous for filming less than 3 days, with a more rigorous process for anything over 3 days.

It was suggested that any filming taking place in the next year would be under the microscope; administration will have to be cautious and not allow any abuse or deviation from what has been permitted. Angusfilm Production can be contacted for guidance.

The Committee discussed the need to have clear procedures in place, in case of staff turnover.

7. Committee Next Steps

Mr. Mackie to rewrite the harm safe section of the policy.

Staff to make the changes to the policy.

Motion

Moved by Ian Mackie

Seconded by Colin Watson

Move That: The Filming Committee recommends that the draft film policy go forward revised in accordance to the discussions this evening, to be circulated to the committee for review. Once reviewed by the Committee the revised policy will go forward to Council with the recommendation that they adopt it.

Carried... (Unanimous)

Interim McRadu suggested that the Filming Committee may want to refer the policy to the new Council for review.

Mr. Torrance:

Mr. Torrance suggested that Lower Kelvin Grove has challenges with noise due to the geography and that most film shoots in that area will be for over 3 days and that it is impossible to control the noise all day. Mr. Torrance suggested that the first shoot in Kelvin Grove to be approved should be for less than 3 days.

Interim CAO McRadu suggested that when the draft policy is presented to the new Council the Committee should recommend that the first shoot that exceeds 3 days should be tested.

Mr. Azordigan:

Mr. Azordigan asked a few questions for the record:

- How will the Village stop a shoot if the company does something inappropriate; they will sue you
- How do you measure noise decibels?
- Who from staff will be there after 5pm?
- If the Village does not have a bylaw officer to enforce parking, how can we do this thing?
- Are we going to be open to commercial and residential filming?
- Why are we doing this?

8. Next Meeting Date: - none set

9. Adjournment

Moved by Colin Watson

Seconded by Accounting Clerk Cook

That: the Filming Committee Meeting is adjourned at 8:01pm.

Carried...

Village of Lions Bay
FILMING POLICY

POLICY AND GUIDELINES for COMMERCIAL FILMING WITHIN THE VILLGE OF LIONS BAY

The Council for the Village of Lions Bay formed a Filming Committee WITH THE EXPRESSED request to review the existing Filming Policy to determine whether the Policy ought to be amended to encourage filming within the Village of Lions Bay. Council recognizes that in the past there has been, in the Lower Kelvin Grove neighbourhood, opposition to filming but the Committee has heard from a number of the residents that, while they would prefer not to have filming within their neighbourhood, they are prepared to allow filming under specific guidelines and policies.

This policy has been drafted to establish specific guidelines that will permit filming within the Village of Lions Bay on a one year trial. Council has the sole prerogative to amend this Policy at any time if a violation occurs or if amendments are deemed to be in the best interests of the Village.

The Village reserves the right to approve or deny any request for filming involving property, assets, right-of-way, etc. owned or governed by the Village.

1. Policy Objectives:

- 1.1 To facilitate the motion picture film industry in its production endeavors by providing a centralized and efficient procedure for obtaining Village Authorization when necessary for filming in the Village of Lions Bay;
- 1.2 To minimize any inconvenience to the general public and citizens of the Village of Lions Bay as a result of filming activities;
- 1.3 Village of Lions Bay residents shall not be unduly inconvenienced by prolonged loss of access to public arrears or roadways, or by restricted parking fronting residents' homes;
- 1.4 To ensure that the Village recovers its costs for all services rendered associated with filming activities; and
- 1.5 To ensure that filming activities fully observe the bylaws of the Village.

2. Application and Approval Process

- 2.1 All commercial film proponents that propose to film within the Village shall complete the Application Form included within Schedule 1 of this Policy.
- 2.2 Applications shall be submitted to the Village Filming Liaison (hereinafter to be the Village CAO or his/her designate) no later than **four (4) weeks** prior to the commencement of filming.
- 2.3 Applications will not be processed unless accompanied with written permission from the owner(s) of the land or building where the filming will take place.
- 2.4 Permission to film within the Village will be conveyed through the issuance of a Filming Certificate which will be issued by the Village's Filming Liaison once all permits are issued and any required variances are granted.

- 2.5 The film company is not to change dates, location, or filming times or the type of scene to be filmed as set-out in the application without first consulting the CAO, who must in writing approve the change(s) which will then necessitate notification to all impacted.
- 2.6 Permission to occupy municipal land, buildings, or structures for the purpose of commercial filming will be conveyed through the issuance of either a Permit to Occupy Municipal Road Allowance or a Permit to Occupy Municipal Land, Buildings, or Structures.
- 2.7 Certificates and Permits identified in clauses 5 and 6 will be processed by Village staff in accordance with this policy and will not require Council approval, except in cases where Village staff requires Council direction, or if a variance to a Municipal Bylaw is required.

3. Use of Municipal Land, Buildings, and Structures

- 3.1 Municipal road allowances may be used for the parking of vehicles and the storage of equipment in accordance with the terms and conditions of a Permit to Occupy Municipal Road Allowance for Commercial Filming.
- 3.2 Municipal land, buildings, or structures may be used for commercial filming purposes subject to the provisions of a Permit to Occupy Municipal Land, Buildings, or Structures for Commercial Filming.
- 3.3 Where a Municipal road allowance, land, building or structure is to be used for the parking of vehicles in addition to other uses, the commercial film company shall provide the Municipality with a certified cheque in an amount to be determined by the Municipality to function as a Security Damage Deposit. The Damage Deposit will be returned after the Municipality has conducted an inspection and has determined that the road allowance, land, building or structure has been restored to its original condition. Should the film company not return the road allowance land, building or structure to the condition that existed prior to filming, then the Municipality may use the Damage Deposit for same.

4. Neighbourhood Notification

- 4.1 Prior to obtaining a Filming Certificate, the film company shall be responsible for informing in writing all affected property owners within either:
 - a) the generally accepted boundaries of the neighbourhood in which the filming would take place, as determined by the Village, or
 - b) where there is no defined neighbourhood, within the area determined by the Village.
- 4.2 Written neighbourhood notification is to be made using the Schedule 2 of this policy.
- 4.3 In cases where filming would occur for more than 3 consecutive days at any one location, the Village may seek the views of the property owners who may be effected by the proposed commercial filming activity prior to the issuance of a Permit.

5. Hours of Filming

- 5.1 Filming activity is allowed between 7:00 A.M. and 10:00 P.M. Monday through Friday, and between 9:00 A.M. and 6:00 P.M. on weekends and statutory holidays.
- 5.2 Any filming outside these of times or any filming activity that is likely to cause disturbance to the surrounding neighbourhood will require that an exemption to the **Noise Control Bylaw** be granted by Council. For the purposes of determining the hours of filming, shall include set up and take down and the operation of all trucks and generators.
- 5.3 The Village defines rental time as being the time form when the Applicant begins moving equipment and personnel on to the site until every piece of equipment and personnel has left and the site is restored to its original condition to the satisfaction of the Village. The clean-up of the municipal facilities and equipment is the sole responsibility of the Applicant.

6. Extraordinary Services

- 6.1 Any Extraordinary Services and Call Outs provided by the Village are charged on a cost recovery basis, plus a 25% administration fee.

7. Liability Insurance and Save Harmless Agreement

- 7.1 All commercial film company proponents shall enter into a Save Harmless Agreement with the Village generally in accordance with Schedule 3 of this Policy.
- 7.2 All commercial film company proponents shall provide evidence to the Village that it holds a \$5,000,000.00 in liability insurance policy and has named the Municipality as an insured party.

8. Conduct

- 8.1 The Permittee must designate a representative from the production company who is responsible for all film company activates and must be on site for the duration of production.
- 8.2 A 24-hour contact number must be provided to the Village. The representative is responsible for ensuring all cast and crew are informed of, and abide by, the terms and conditions of the Permit.
- 8.3 The Permittee shall comply strictly with all federal, provincial and Village regulations and by-laws.
- 8.4 The Permittee shall release, indemnify and save harmless the Village of Lions Bay and their officers, servants, agents, employees, volunteers and others from and against all costs, losses, damages, compensation, claims, demands, actions, judgments, and expenses, including legal expenses, arising for death or injury to persons or property loss or damage resulting from the actions or failures to act of the Permittee, its directors, officers, employees, a gents contractors, sub-contractors and others, in respect of the production for which the Permit is issued.
- 8.5 The Village may revoke the Permit without Notice and without payment of any damages if the Permittee does not comply with the terms and conditions of the Permit or with applicable legislation.

- 8.6 While working within the Village, all producers, directors, cast and crew members shall conduct themselves in accordance with the **BC Film Commission's Best Practices – Motion Picture Locations Code of Conduct.**

9. Commercial Filming Fees

- 9.1 All commercial film company proponents that propose to utilize the Village's road system or any of its lands, buildings and structures for film production purposes shall provide the Village with fees in accordance with Fees & Charges Bylaw No. 462, Schedule **11**: Filming.
- 9.2 Fees payable to the Village do not include fees that may be payable to the owners of the land on which the filming is taking place and could vary depending on the situation.

Insert graph into a schedule in the bylaw

10. Legacies and Work in Kind

- 10.1 Production Companies are encouraged to contribute to the community by donating to local community groups, and/or by leaving a needed legacy behind for the community to enjoy.

Policy approved by Council at their Regular Council Meeting held

1. SCHEDULE 1**APPLICATION FORM for COMMERCIAL FILMING within the Village of Lions Bay****BACKGROUND INFORMATION**

Film Company:	
Applicant Name:	
Location Manager:	
Business Address:	
Phone (office):	Phone (cell):
Email:	Fax:

DESCRIPTION OF FILMING PROPOSAL

Filming Dates (includes mobilization):	
Hours of Filming:	
Location of Filming:	
Description of Scenes to be Filmed:	
Impact on Traffic Neighbourhood:	
Type of Village Facilities Needed:	☐ Municipal Road Allowance ☐ Municipal Land ☐ Municipal Structures

PRELIMINARY SUBMISSION REQUIREMENTS (to be submitted with initial application)

- ☐ A plan showing the manner in which municipal facilities would be used
- ☐ Application Fee in the amount of \$250.00
- ☐ Letter of authorization from the owner(s) of the land, building or structures where the filming will take place.
- ☐ Evidence that the filming company has informed in writing all affected property owners

FINAL SUBMISSION REQUIREMENTS (to be submitted as a condition of issuance of the Filming Certificate and any required Permits)

- ☐ Filming Activity Fee in the amount of \$250.00 per day per location.
- ☐ Infrastructure Use Fee in the amount of \$300.00 per day for the use of Municipal road allowance, Municipal land, buildings or structures for filming.
- ☐ Infrastructure Use Fee in the amount of \$250.00 per day for the use of Municipal road allowance or Municipal land for parking.

- ☐ All other required fees for Permits and Extraordinary Services.
- ☐ Security Damage Deposit in an amount determined by the Village.
- ☐ Executed copy of Save Harmless Agreement (see attached Schedule 2)
- ☐ Evidence of \$5,000,000.00 liability insurance policy with the municipality named as an insured party

Applicant Signature:	Date

Municipal Use Only

Approval Certificate No.:
☐ Plan of Proposal ☐ Application Fee ☐ Save Harmless Agreement ☐ Filming Fee ☐ Insurance Policy ☐ Infrastructure Use Fee ☐ Letter(s) to Property Owners ☐ Damage Deposit

SCHEDULE 2

SAMPLE LETTER TO NEIGHBOURS

[Production company letterhead]

[date]

Dear _____:

On behalf of *[production company]*, we are providing advance notice that a *[commercial, TV special/series, movie-of-the-week, feature film]* called *[title]* will be shooting in this neighbourhood from *[dates]*. We will be working at *[address]*. The shoot will begin at *[time]* and end at *[time]* each day.

During production times, you can expect:

[list in point form details of any potential disruptions or other relevant activity, including whether scenes are indoors or outdoors, lighting, traffic control, noise, stunts, special effects and parking]

The production company has all the necessary permits for this film shoot. Please note that the public *[is, is not]* permitted to visit the location during filming.

The producers and municipal government recognize that there are sometimes inconveniences associated with a location shoot, but we are working hard to ensure that your day-to-day schedule is not disrupted.

Thank you. Your cooperation will help make this location shoot a success, and help to encourage more producers to visit the Village of Lions Bay in support of British Columbia's billion-dollar production industry.

If you have any questions or concerns about this location shoot, please contact me at *[phone number]*. During the shoot, you can also talk to *[on-site contact's name]* who will be on the set. If you have further questions about filming within the Village of Lions Bay or specific concerns about this location shoot, you can contact the Village's Filming Liaison, *[municipal contact]* at *[contact telephone number]*.

For general information about filming in British Columbia, or to comment on ongoing production in British Columbia contact Creative BC (formerly the British Columbia Film Commission) at (604) 736-7997, or visit their website at www.creativebc.com

Yours truly,

[your name] [production company]
[your contact information]

SCHEDULE 3

SAVE HARMLESS AGREEMENT COMMERCIAL FILMING IN LIONS BAY

I/We, _____, agree to assume and hold harmless the Village of Lions Bay, its officers, employees, and agents from, all liability to any person or property of whatever kind or nature which occurs as a result of the use of municipal land, buildings or structures for commercial filming activities for which I/we have been granted a Permit by the Village, except only to the extent caused by the sole negligence or misconduct of the Village of Lions Bay, its offers, employees and agents.

Further I/we, _____, agree to indemnify and defend, saving harmless the Village of Lions Bay, its officers, employees, and agents against any liability, or claims of liability, brought or made on behalf of any person for personal injury or property damage caused by or arising out of any act of omission of either the Permittee, his agents or employees, including any officers or employees of the Village of Lions Bay, or caused by or arising out of the condition of any Village -owned or controlled property, whether real or personal, and occurring during the period and as a result of the activities for which the Permit was issued, except only to the extent caused by the sole negligence or misconduct of the Village of Lions Bay, its offers, employees and agents.

Business Name: _____
Applicant: _____
Authorized Signatory: _____
Title: _____
Date: _____

Filming in Lions Bay

Date Application received	Production	Company	Polling required ?	Approved	Location	Days of filming	Revenue	
2004	Various						9,650.00	
2005	Various						26,350.00	
2006	Various						4,250.00	
2010-01	No Application - MoT Land - 2010	Final Destination 5	JellyStone Films	No	Yes	Brunswick pit	multiple	2,000.00
2011-01	22 Feb, 2011	Ansiedad	Anxiety Productions	No	Yes	185 Tidewater	1	1,550.00
2011-02	08 Aug, 2011	Pharma Commercial	Paydirt Pictures	No	Yes	LB Marina	3	1,270.00
2012-01	21 Mar, 2012	Tim Hortons Commercial	Filmgroup.tv	No	Yes	20 Brunswick	1	630.00
2012-02	Jun 16 2012	Pacific Insurance Commercial	Means of Production	No	Yes	LB Marina	1	590.00
2012-03	n/a	Red Widow	Stage 49 Ltd.	No	n/a	Brunswick pit	unknown	150.00
2012-04	24 Oct, 2012	The Horns	The Horns Project Productions	No (Neighbours left area)	Yes	Lions Bay Ave	4	4,920.00
2013-01	20 Feb, 2013	I AM Victor	GEP Productions	Yes	No	185 Tidewater	0	-
2013-02	26 July, 2013	Samsung	Transmission	No	Yes	LB Marina	1	890.00
2014-01	31 Jan, 2014	The Killing	The Killing Productions	Yes	No	185 Tidewater	5	250.00

52,500.00

Other enquiries:

2010	The Replicas				
2010	The Killing	The Killing Productions	TV Series		
2012	Legally Yours		Movie		
2013-May	The Hunters	The Hunters Okay Productions Inc			Brunswick Beach
2013-Jul	Yoplait Yoghurt		Advertisement		Brunswick Beach
2013-Oct	Motive		TV Series		
2013-Dec	Continuum		TV Series		Brunswick Pit
2014	Supernatural		TV Series		

Note:

There are a number of enquiries received by phone call; not all of them have been recorded on this list

	Company	Production	Area of Village
2016-01	GEP Bates	Bates Motel	CN lot parking - HWY
2016-02	GEP Magicians	Magicians	Brunswick Pit
2016-03	Should I stay or should I go	Love it or List it	165 Highview Place
2016-04	Tool of America	Venmo	Brunswick Pit
17-01	Ultra Productions	Zoo	Brunswick Pit
17-02	Taxi Canada	BC Hydro commercial	Crystal Falls Rd
17-03	Film group	Toyota Commercial	Brunswick Pit
17-04	Ghost Wars	Ultra Productions	Brunswick Pit
17-05	One of a Kind	two sixty six productions	Brunswick Pit
18-01	Capital Media	Coors Light	Brunswick Pit
18-02	Film group	Hyundai	Brunswick Pit
18-03	Adele Thomas	Jeep	Brunswick Pit
18-04	New Resolutions Productions	Midnight Kiss	Brunswick Pit
18-05	MU Productions		Brunswick Pit
19-01	Stage 49 Ltd	Hypnotist Love Story	7 BB Rd, Pit
19-02	Asymetric Media	Chevy Commercial	Brunswick Pit
19-03	Sequoia	Mazda Commercial	Brunswick Pit

DD received	App. fee	Filming	Days	Parking	Other	TOTAL
Yes	250		1	300		551.00
Yes	250	300	1			551.00
Waived	250	300	1			551.00
Waived	250	300	1			551.00
						2,204.00
Yes	250	300	1			551.00
Yes	250	300	1			551.00
Yes	250	300	1			551.00
Yes	250	300	1	350		901.00
Yes	250	300	1			551.00
						3,105.00
Yes	250	300	1			551.00
Yes	250	300	1			551.00
Yes	250	300	1			551.00
Yes	250	9700	5			9,955.00
Yes	250	300	1			551.00
						12,159.00
Yes	250	7000		1875	160	9,285.00
Yes	250	300	1			551.00
	250	300	1			551.00
						10,387.00

Filming of Midnight Kiss in Lower Kelvin Grove (Oct.2018) - Observations of K. Azordegan

At the October 16, 2018 Council meeting, Council considered a multi-day filming application for a residence at the bottom of Tidewater Way, requiring use of the roadway and the Kelvin Grove parking lot. Council at that time granted the application with a variance of the polling requirements found in the Film Policy to require that no more than 10% of residents polled objected to the filming. The polling was successful on that basis and the filming proceeded at the end of October, 2018. During the filming process, the resident at 100 Tidewater, across the street from the Kelvin Grove parking lot, made the following observations.

Consideration of Residents: Filming Code of Conduct	Yes /No/or NA
1. When filming in a neighborhood or business district the filming company shall give notice to impacted residents and merchants as determined by the Village and as detailed in the Village of Lions Bay Filming Policy.	Yes. They complied
2. The production company shall abide by the Village of Lions Bay Traffic Bylaw at all times unless otherwise requested in the application and approved by the Village of Lions Bay.	No. Did not comply Many cars speed from the end of LKG to the top and back. I believe most of these speeding was part of the Movie Scenes.
3. The production company shall abide by the Village of Lions Bay Noise Bylaw and give at least one weeks' notice of late night activities to impacted residents as determined by the Village.	No. Did not comply Although they provided schedule of activities and timeline, but they did not stick to their schedule. Trucks came here before 7 AM
4. Cast and crew shall enter the area no earlier and leave no later than the time specified in the application and park within designated parking areas. All engines shall be turned off as soon as possible.	No. Did not comply Trucks came here way before allocated time that movie company has stated on their schedule that was distributed to the LKG residents. Their generator was on all the time, even after midnight! Sound of bomb, fireworks, was going on for the first 3 nights between 12 -2 AM.
5. When production passes identifying employees are issued all production staff shall wear them while at a location.	No. Did not comply We talk to several staff members, and movie "extras" and none of them were wearing any badges to show who is from the movie crew and who is not. Although, on the surface this is not a big issue, but it has probability risk of other outsiders to come here and be of treat to the security of the LKG residents.
6. The production company will not move or tow vehicles without permission from the Village of Lions Bay or the vehicle's owner.	Yes. They complied

7. Production company vehicles shall not block driveways without the permission of the Village of Lions Bay or the property owner.	No. Did not comply They did block our driveways several times. One truck had extremely long extension and when it was turning, it could not make it so it hit the cement barrier and also when it turned it hit the back wall of the parking. We can show you the location that have been hit by this truck, if needed.
8. All catering, crafts service, construction, strike and personal garbage shall be removed from the location.	Yes. They complied
9. Trees or plants shall not be removed, trimmed or cut without permission of the property owner or the Village of Lions Bay.	Yes. They complied
10. The production company will remove all signs erected during production, and return all signs taken down during production. Signs shall only be placed or remove with approval by the Village.	We cannot comment on this.
11. Cast and crew shall avoid making excessive noise.	No. Did not comply
12. Cast and crew shall keep shoes and shirts on and not display messages or images that may be offensive on clothes, signs or posters.	We cannot comment on this.

Q	FILMING SURVEY RESPONSES	
1	I live in:	
	Lower Kelvin Grove (Tidewater, Sweetwater, Periwinkle)	18
	Upper Kelvin Grove (Kelvin Grove Way)	12
	Lower Central Lions Bay (Lions Bay Ave, Southview, Cloudview, Seaview, Isleview)	20
	Upper South Central Lions Bay (Oceanview, Panorama, Creekview, Highview)	31
	Upper Mid Central Lions Bay (Crosscreek, Centre, Bayview Place, 320–570 Bayview Rd)	8
	Upper North Central Lions Bay (200–310 Bayview Rd, Stewart, Mountain, Sunset, Timbertop)	18
	Lower Brunswick Beach (Brunswick Beach Rd)	10
2	Other (I live in):	
	Left Blank	117
	User entered value	0
	Average submission length in words (ex blanks)	0
3	I or a family member work in the film industry:	
	Yes	10
	No	107
4	If yes, details (I or a family member work in film industry):	
	Left Blank	109
	User entered value	8
	Average submission length in words (ex blanks)	12.88
5	I have hosted a film in or on my property:	
	Yes	7
	No	110
6	If yes, details (I have hosted a film in or on my property):	
	Left Blank	112
	User entered value	5
	Average submission length in words (ex blanks)	13
7	I have experienced filming in my neighbourhood:	
	Yes	61
	No	56
8	If yes, name of film, if possible (I have experienced filming in my neighbourhood):	
	Left Blank	82
	User entered value	35
	Average submission length in words (ex blanks)	8.34
9	I believe that filming in a residential neighbourhood is:	
	Very impactful	21
	Somewhat impactful	79

	Not impactful	11	
10	Additional comments (I believe that filming in a residential neighbourhood is):		
	Left Blank	86	
	User entered value	31	
	Average submission length in words (ex blanks)	11.35	
11	I have previously been compensated by a film production company for the impacts associated with filming in my neighbourhood:		
	Yes	10	
	No	105	
12	I have previously been polled by a film production:		
	Yes	32	
	No	82	
13	Polling of residents in a neighbourhood should be done for film applications in that neighbourhood (click all that apply):		
	For all filming applications	54	
	Only when parking permits are required under the Traffic and Parking Bylaw	28	
	Only when relaxations of the Noise Bylaw are required	40	
	Only for filming after 8 pm	35	
	Only for multi-day filming applications	34	
	Other considerations	9	
14	If other, please describe (Polling of residents in a neighbourhood...):		
	Left Blank	98	
	User entered value	19	
	Average submission length in words (ex blanks)	11.89	
15	Polling opposition in a neighbourhood should be set at the following threshold to reject a filming application in that neighbourhood:		
	1 or more of the dwelling units	8	
	5% of the dwelling units	6	
	10% of the dwelling units	9	
	15% of the dwelling units	6	
	20% – 25% of the dwelling units	22	
	25% – 50% of the dwelling units	35	
	Some other percentage	18	
16	Other percentage:		
	Left Blank	82	
	User entered value	35	
	Average submission length in words (ex blanks)	4.4	
17	Polling thresholds should be different for daytime vs. nighttime filming applications:		
	Yes	50	
	No	59	
	Polling threshold amount:		
	Left Blank	95	

18	User entered value	22	
	Average submission length in words (ex blanks)	6.23	
19	Polling should be weighted in accordance with proximity to the filming location and/or the associated trucks and equipment (ie: the closer you are the more your vote should count):		
	Yes	73	
	No	38	
20	The Village of Lions Bay filming fees are presently about average compared to other municipalities. I believe:		
	That sounds about right	66	
	Fees should be as low as possible so as to encourage filming	8	
	Fees should be at the top end of the range	28	
	Sky's the limit	7	
21	Currently, only film companies require a permit. I believe that home owners should also need a Municipal permit to host filming in or on their property:		
	Yes	33	
	No	79	
22	All things considered, the following statement generally reflects my position on filming:		
	It should not be allowed at all in Lions Bay	8	
	It should only be allowed in non-resident areas	5	
	It should be allowed in residential areas if safeguards are taken to ensure impacts to neighbours are minimized	47	
	Filming is an important industry in BC, creating many jobs and providing revenue for the Village of Lions Bay	55	
23	Any other comments?		
	Left Blank	69	
	User entered value	48	
	Average submission length in words (ex blanks)	52.38	

COMMENTS ONLY

Question 5	Question 8	Question 9	Question 10	Question 16
Additional comments (I believe that filming in a residential neighbourhood is):	If other, please describe (Polling of residents in a neighbourhood...):	Other percentage:	Polling threshold amount:	Any other comments?
				Filming provides a significant income, in addition to taxes, to meet the Village's financial needs, thereby helping to meet these needs while avoiding raises in our taxes.
Impact is typically parking with all of the commercial vehicles and sometimes a little noise		Over 50%. Why allow the minority to dictate, no other voting scenario would allow this ?		
	No concerns.	No concerns.		
				I would suggest in areas with high interest for the film industry that there might need to be a limit to the number of days per year that filming occurs in a specific neighbourhood
Can effect access, parking & some noise increase depending on the filming.	Only if impacts immediate residents then they should be polled. Not necessary to poll residents outside vicinity	Greater than 50% required to reject application if concern cannot be mitigated.		We have need of revenue and filming is as important a revenue stream as tourism or rental of property for the municipality and its residents. Sustaining families to reside in the village is good. If they can make income from it this should be allowed. Permit and access fees from the filming industry can add to municipal funds. I fully support utilizing our unique location to support us though being attractive to the Filming industry.
Impact depends on size of film- # of days, amount of eqpt, hours, noise...		Is percentage of opposition the best gauge?		Not only impacts minimized, but compensation acceptable to all. Some guidelines on compensation for residents could be useful. Now it seems that each resident negotiates on their own...
Mostly parking			Nighttime 20-25%	Seasonal impact should be considered. Having a big film crew near the beach during the busy summer months may create a challenge especially with parking. Otherwise I am not generally opposed to film if the play by the rules for parking, noise etc
Quite the disruption				I would say it should be allowed while respecting neighbours impacted and for the village to get money for infrastructure.
				Filming could bring in much needed revenue to LB, but it should not be at the expense of disrupting access to people's homes. I.e. after a day at work I would not want to wait 30 mins for filming to finish before I can proceed down the road to my home. I don't mind some level of noise even at night but disrupting my commute is not an option.
Good if the contribute \$\$\$ to the village coffers. Otherwise what's the big deal.	Polling is overkill.	59%or more		We need the income so let's cut the film industry some slack.
	Length of filming. Days vs. weeks and repeat use of location.	More than 50% object		In my experience living both in Lions Bay and elsewhere in BC, film crews are very respectful of the locations in which they work. They clean up after themselves and do their best to minimize impact. It is an easy way for Lions Bay to collect revenue.
		50 +1		

Additional comments (I believe that filming in a residential neighbourhood is):	If other, please describe (Polling of residents in a neighbourhood...):	Other percentage:	Polling threshold amount:	Any other comments?
				And safeguards are taken to ensure impacts to neighbours are minimized.
			10	
Noise, done without consultation to neighbours.	Polling should be done prior to crew starting which happened on the Brunswick film and it was film co. who provided details of	Depending where it is being done,		More control on the film scouts making offers to some and nothing to others all having same impact. Last one in Brunswick was a huge impact on close neighbours some compensated, if you asked or told them you oppose, then others nothing. Also, no one from lions bay filming committee ever advised us prior to the filming started and showed up to see the amount of impact. Only interested in the fees. Polling details provided was different than what actually took place eg: some night filming turned into 5 nites up to 4am. Full disclosure should be provided.
	A poll may have its place, but very unlikely to get everyones approval.	Go with the majority. 50%	50% for 9:00pm to 5:00am,	I am not directly involved in any aspect of filming and it has not impacted me in any way, but I believe we should all support industries that create jobs. It may cause inconveniences to some persons, but I believe that filming in the village should be encouraged.
				I also agree with this - Filming is an important industry in BC, creating many jobs and providing revenue for the Village of Lions Bay
	When weekend filming is being considered.		All local concerns need to be addressed by the Film Company in this case, in order to secure nighttime filming permits.	Regarding fee averages compared to other municipalities... I believe that the fees should be kept in line with adjacent municipalities. However if they're too high, you're essentially telling the film companies that they aren't welcome in Lions Bay. Like any industry that comes to do work in the Village, guidelines need to be adhered to by the company in question. Film Companies are 'guests' when allowed to film in Lions Bay, and they need to be responsible to their hosts. Likewise, the host (the location in question) needs to ensure that the 'guests' aren't only treated fairly but also see that their neighbours are given consideration for what might take place within their Community. Proper organization & communication between parties during the preparation phase of the film shoot will help to ensure that the filming experience is a positive one for all of those involved. If the guidelines as set out by the Village are followed, the Community may look forward to hosting additional film projects in the future. The Film Companies motto: always leave the 'Location' in as good as or better condition than when you found it! Thank you for holding this survey, and listening to one voice.
		50% or more	25% or more	
Impactful? Is that a positive or negative term? I believe it has a positive impact on the community				

Additional comments (I believe that filming in a residential neighbourhood is):	If other, please describe (Polling of residents in a neighbourhood...):	Other percentage:	Polling threshold amount:	Any other comments?
Film people are a breed apart, and see the world as their set. Lions Bay is not a set, it's OUR community.	Seems like you've assumed filming is going to be allowed? Is this poll to support a foregone conclusion?	I don't support ANY commercial filming in Lions Bay	I don't support ANY commercial filming in Lions Bay	The minimal revenue filming would create for Lions Bay, at ANY fee structure, is far outweighed by the inconvenience and unsightliness. With no commerce or industry, we certainly have no need to "promote" Lions Bay, and I'd question if any Lions Bayer ever was employed in a production shot here. And (I'd hope) Lions Bayers are more sophisticated by now than to want the notoriety, or to spot stars. But, as it seems you've already decided to allow filming, I suggest the rule is one project of no more than 7 days per parcel, a minimum of two years apart.
	Get agreement on a Village wide basis that filming is good for the village and find a way for the village to benefit financially	Not sure	Not sure	I believe that all Lions Bay residents should be aware that we need more revenue, and it has to come from somewhere - why not filming.
				Let's aim to be practical, balancing the obvious appeal of the area, as a source of revenue generation, with the ability of residents to maintain tranquil living conditions.
		50%		
				Its good. Lets do it. More money to improve the village and resident satisfaction.
	Its not necessary - this should be an option on your survey	Its not necessary - this should be an option on your survey	Its not necessary - this should be an option on your survey	This question is for the village not the residents - "The Village of Lions Bay filming fees are presently about average compared to other municipalities. I believe:" Re this question "All things considered, the following statement generally reflects my position on filming:" Filming should be allowed. You can't have a "one size fits all policy". You can can guidelines and a consultation process. You need to address cases where the entire neighbourhood is disrupted and one family receives a lot of money for the filming. In my opinion, the best way to do this is through a consultation process which allows the entire neighbourhood to benefit, and the village to charge a marginal fee.
			nighttime should be less, such as 10%, due to sleep disturbances	
		Over 50%		Compensation should not be given only to the host house of the filming. Adjacent homes that are significantly impacted should be partially compensated as well. My driveway was torn up by all the trucks and film crew. The house with the filming received a bunch of \$\$ but we were left with a costly mess.
The impact could vary with each neighbourhood				Cut and wrap.

Additional comments (I believe that filming in a residential neighbourhood is):	If other, please describe (Polling of residents in a neighbourhood...):	Other percentage:	Polling threshold amount:	Any other comments?
				But that doesn't give anyone a blanket to do whatever they want I have been in industry for years and I've seen good work and abuse. Make sure you fully understand what you're getting into before you commit
		51%		Would love to see Lions Bay in movies: I am so proud of this place :)
depends on the size of the shoot				
It's a pain in the rear. Equipment all over the place tying up your street? Are they crazy	Totally against filming in my neighborhood. Go somewhere else.	0		Allowing filming is a bad idea. Trucks, Generators, Lights, Taking up all the parking?? all over and why would anyone want this in LB? It is a horrible idea.
Parking and just generally busier around their film area, but not bad.				In regard to home owners needing a permit, perhaps IF they are actually creating a film of some sort that goes beyond noise bylaws, and creates parking issues, they should need a permit.
			5%	Good use for our supern natural location
Our experience with this major movie was very positive.	While polling is important, if the majority of neighbours say yes, permit the filming.			I would also like to check the final bullet regarding the importance of filming in BC
		I would suggest higher		We need to be more open in Lions Bay, stop saying no to everything, stop regulating us to death - it's old and boring! The municipality makes \$, the cafe will likely benefit, maybe even the marina and if a resident can earn some extra \$'s good for them!
		75 to 80% are saying yes, this is material and significant.	80% plus for night time.	filming on your personal property should only be a concern if it impacts neighbours, otherwise it should be part of your normal enjoyment of the use of your property.... like woodworking or gardening, or other interests.
a good clean industry				
		50		I would encourage filming in lions bay.
A very positive green industry		50		
		50% +		
I like the idea of filming in Lions Bay		50% or higher		
			25%	
	Any road blockage	51% or greater.		Filming revenues can have a positive impact on our village budget. The right production could help finance some of the infrastructure upgrades we need.
				10% of the fee proposed to compensate the houseowners for the movie should be given to Lions Bay Municipality....as any filming impacts the community, why not compensate the community for the common good?
One way for the village to obtain a little extra income		75%	50%	I believe film companies do everything possible to mitigate intrusion on the neighbourhood and since most filming only takes place over a short period of time, I think that tolerance is not such a tall order.

Additional comments (I believe that filming in a residential neighbourhood is):	If other, please describe (Polling of residents in a neighbourhood...):	Other percentage:	Polling threshold amount:	Any other comments?
Good				
The film companies involved in Lower Kelvin Grove have been respectful, friendly and left the neighbourhood in good condition.				It's good revenue for the Village and should be encouraged!
But not necessarily a negative impact.				
		75		Keeping the circus out of lions bay or perhaps at the gravel pit would be very helpful and then using shuttles to and from the house. Only generator trucks, grip and lighting trucks need to be on the street. Keep that to a minimum if possible. Overall we need every dollar we can get in the village so with out totally selling out I'm for this as a possible revenue street.
Waterfall Building permitted two tv shows and many weekend movies/ events... the amount was somewhat impactful.	When filming might restrict use of park areas for length of time.		5-10%. Noise and light travels surprisingly far in Lions Bay.	Have only ever experienced polite respectful filming crews. If impact to a particular neighbourhood becomes an issue, limit permit scope or frequency to that area. A blanket no filming policy in Lions Bay doesn't make sense when revenue is much needed in our small village.
	When residents are required to make adjustments to their daily routines or if the filming will in any way adversely affect them			
Good for raising some extra cash			Noise levels would be a problem after 8pm	
there will be no parking for at least 1 block on either side of the location, there will be lights and noise until 11pm		this % could hinge on the fee (for inconvenience) that a production company will pay.	production companies will pay residents for their inconvenience: residents should be aware prior to being polled.	i moved here from shaughnessy where my neighbour's house was often used for filming. street parking was eliminated during the 48 hrs (weekend) for filming, and accessing one's driveway (with one's car) was almost as impossible. all impacted neighbours received \$500 - \$5000.00) for their inconvenience (lighting, noise, parking, etc). film crews were respectful, quiet (as much as would allow) and returned the neighbourhood to it's exact condition pre-filming (grass, landscaping, garbage clean-up, etc) . the homeowner earned 25 - 35 K in a weekend and the house was returned to it's original condition. he and his family were sent to whistler for the weekend at the production company's expense. i would support filming in Lions Bay. we see plenty of car commercials that use the sea-to-sky highway as a backdrop. the environment is returned to it's original state, and local people can earn a nice sum for tolerating any inconvenience. Fees to the production company should be higher as we have less parking and traffic flexibility.

Additional comments (I believe that filming in a residential neighbourhood is):	If other, please describe (Polling of residents in a neighbourhood...):	Other percentage:	Polling threshold amount:	Any other comments?
Beneficial				1 generally I think we have too many restrictions that impact all residents that are the result of a very small number of people complaining. If you could poll more people you might learn that the few are a tiny minority and should not result in negative street signs or restrictions that affect all residents 2 I am thankful that council is reaching out for comments. See #1 3 I like filming in LB as long at it isn't too disruptive to others. 4 I think it's great that residents and the village can make some money from it (and I don't care that it's unlikely that I ever will) 5 I think LB and residents can benefit from exposure when the location is revealed to showcase the beauty we have from ocean views and such Thanks for asking!
		50%		
If properly organized and of an appropriate time in the neighbourhood (per film and how many films/yr are in the neighbourhood)				The Village of Lions Bay has many infrastructure upgrades required at significant expense. I believe it would be inappropriate to ignore this important revenue source that can benefit our Village. I believe an exhaustive study was done bu a filming committee with representation from a diverse talent pool. It is recognized by our Provincial Government as an important industry for both employment and revenue. Our neighbouring municipalities have established policies to ensure any one area is not overused. We can learn from them.
imposing on neighbors to the benefit of mostly the homeowner and film co.	Polling should be done by the village not the film co.	there is a difference between those directly affected and indirectly. Directly shld be unanimous.		Film cos. require oversight to ensure they stick to the agreed plan which can go offside. Staff time and resources need to be factored in. For those directly affected by commercial activity that requires alteration of bylaws meant to preserve the peaceful community, negotiation with neighbors should not be up to Council. We negotiated with and on behalf of neighbors as a condition of using our home. Council shld not waste time being caught in between and need to experience directly affected personally to understand impacts.Easy to distance oneself for the financial benefits of a few influencers who can't talk to their neighbors. Film industry is doing just fine without Lions Bay. Keep the peace.
Cannot be disruptive to local community				Compensation for filming to the village could beneficial to specific fund raising projects
		50%-75%		Let's add revenue to our village.
			50% for night and 25% for day	
We have never been impacted by filming in our neighborhood				

Additional comments (I believe that filming in a residential neighbourhood is):	If other, please describe (Polling of residents in a neighbourhood...):	Other percentage:	Polling threshold amount:	Any other comments?
night shoots should not be considered again as to disruptive to sleep in spite of location crew doing best to minimize			depends on duration of the shoote	When surveyed for the most recent film shoot at Brunswick Beach I was broadly supportive - thinking of jobs and the benefit to the economy. Having been through a week of setup, a week of night shooting and a week of taking it all down I would say that my opinion has changed. The location crew I feel did their utmost to mitigate noise but activity such as hydraulic lifts going on through the night are just too disruptive and resulted in a week of very poor sleep. Even for daytime shoots have a film crew in residential neighborhoods for weeks on end is just to disruptive to the lives of those of us who have to put up with the excess noise and traffic. While I am not totally against daytime shoots my willingness to support filming has undergone a 180 degree change based upon my most recent experience. To reiterate I feel the location did their utmost to be mindful of residents but at the end of the day they have a job to do and their is only so much that can be done to minimize disruption to the residents.
				Noise at night should be limited as much as possible if the filming if near a residence. Light at night should also be limited, especially at certain times of year when wildlife could be more impacted (owl nesting and hunting maybe? other?).
				Filming is a good source of income for the Village, it has also provided additional funds to the Village by residents who have hosted filming. It's important that the Council look and ultimately provide Village income other than taxing the residents! And many residents would welcome an opportunity to host a film! It's worked for the village before and there's proven success on all fronts. Look at what's already been legislated by former Councils. Amend it if needed but do allow filming to resume in Lions Bay. Thank you.
This activity should be encouraged in our community ... I have found this industry to be caring for the areas they work in.		use logic ...nothing wrong with one or more houses !	they are intelligent people and realize the danger of complaints.	They have worked for days on my street and I have no complaints. I enjoyed the experience! They were courteous, caring and I enjoyed seeing them on my street ... I have no complaints ... some people will always find reasons to complain! It is good revenue, take it.
	There should also be a signature process to prevent people changing their minds after filming has started.	Since some neighbourhoods have only a few houses be careful that it doesn't turn out to be only 1 residence that "speaks" loudly	Depends on what is going to happen. We have had boats blown up at night...	ONE family in this Village caused a considerable problem during a filming several years ago. The film company went to great lengths to address all of the issues for that one family, none of the solutions were acceptable to her/them. The outrage from ONE family (new to the Village) caused the current policy to be established. This is why the whole issue is being brought up again. I found the film company to be very reasonable and responsible. Please do NOT let ONE or TWO people run this Village again!!

Additional comments (I believe that filming in a residential neighbourhood is):	If other, please describe (Polling of residents in a neighbourhood...):	Other percentage:	Polling threshold amount:	Any other comments?
	I don't think it should be required	75%	Why	
	not required	75		Filming will promote Lions Bay. It should be encouraged.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

MEETING OF THE BOARD OF VARIANCE
TUESDAY, FEBRUARY 26TH, 2019 AT 6:30PM.
IN THE COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY, BC

In Attendance: Board of Variance Members: Ian Mackie, Peter Wreglesworth, Morgan Gatto
Staff: Susan Loutet, BOV Secretary
Applicants: Robin Spano – 210 Panorama Road
Owner's Representative : Keith Whybrow 210 Panorama Road
Neighbours: Robert Van Ginkel – 220 Panorama Road
Colleen & William Dickson – 212 Panorama Place
Jeffrey Browne – 222 Panorama Place

1. Call to Order
BOV Secretary called the meeting to order at 6:30 p.m.
2. Approval of the Agenda
All in favor
3. Minutes – BOV Meeting – October 29, 2018
Moved/Seconded
THAT the BOV Meeting Minutes of October 29, 2018 be approved as circulated.
4. New Business: Application to be heard
 - (1) Civic Address: 210 Panorama Road, Lions Bay, BC
Legal Description: Lot 21, Block 7, Plan 10595, DL 1575
Owner: Robin Spano
Request: Approval sought for Side Yard Variance of 4 ft 6 inches
from 8 ft to 3 ft 6 inches
Per Zoning Bylaw 520, Part 7.5.2
And
Approval sought for Front Yard Variance of 25 ft
from 25 ft to 0 ft
Per Zoning Bylaw 520, Part 7.5.1
And
Approval sought for Height Variance of 2ft 10 inch from 12 ft to
14ft 10 inch
Per Zoning Bylaw 520, Part 7.10.2
5. Discussion (1) 210 Panorama Road

Keith Whybrow, representative of owner Robin Spano of 210 Panorama Road, presented the variance application to the Board of Variance. The applicant is seeking approval from the Board of Variance for a side yard variance of 4 ft 6 inches from 8 ft to 3 ft 6 inches, and a front yard variance of 0 ft from 25 ft to 0 ft, and height variance of 2 ft 10 inches from 12 ft to 14 ft 10 inches, to safely construct a single width garage on the property and due to the slope to build the single garage with an elevator to hold 2 cars. The first car drives in and drops down, then the second car drives in on top. There will be a new driveway from the road to the garage flush with the street level. The second car level is to the street level. Single height garage from the street. It is operated by an electric hydraulic lift and its very quiet. The lower level of the garage is wider to accommodate the hydraulic equipment. The topography of the property is extremely steep, about a 20 ft drop from back to front of the property. The other side of the property is steeper and there is no room for a garage. This property has never had 2 car parking spaces and is the only property on Panorama Road that doesn't have a garage or parking spaces on their property. Parking is only available on the other side of the street with no parking in front of 210 Panorama Road. All other neighbours have off street parking. The hardship is dictated by the topography of the property being extremely steep and the only area available on the property to build this 2 level garage. Public Works are supportive of the variance.

Robert Van Ginkel the neighbour to the south is supportive but concerned about the decrease in the side-yard setback to only 3 ft 6 inches. He suggested that the proposed garage could be moved over towards the house. Instead of a 6 ft walkway between the house and the garage only have a 3 ft walkway. Mr Whybrow advised that to move the garage over that much the very large tree on the property would have to be removed which is helping in bank stability. The height of the garage could be reduced with a flat roof and removing the windows. The neighbour Robert Van Ginkel says it looks crowded to his property and he is concerned about the street appeal of his property. The garage size is 22 ft x 11 ft. The survey does not have proposed garage superimposed on it and the BOV advised that it would be helpful if the BOV did have this, in terms of certainty of location of garage and granting of the variances. Jeffrey Browne a neighbour who looks down on 210 Panorama road was concerned about the height.

7. Decision

The decision of the Board of Variance, having heard from the representative Keith Whybrow, and the neighbours, require a to scale drawing of the extended garage and setbacks, showing the footprint of the proposed garage which will allow the BOV members and the neighbours to know exactly where the garage will be sited. Therefore, the Chair of the BOV, Mr Mackie, adjourned the BOV hearing pursuant to Section 10 of BOV Bylaw 502, 2016, Section 10.9 with a request, that prior to rescheduling of the hearing, that a to scale drawing of the survey showing all of the variances required be presented to the Board. When the material requested to be provided is together that the applicant is to contact the village office to arrange another BOV meeting date.

8. Adjournment Moved/Seconded

THAT the meeting be adjourned.

The meeting was adjourned at 7:28 p.m., February 26th, 2019

Ian Mackie – Board Chair

Susan Loutet – Board Secretary

Date Adopted:



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

MEETING OF THE BOARD OF VARIANCE
TUESDAY, APRIL 23TH, 2019 AT 6:30PM.
IN THE COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY, BC

In Attendance: Board of Variance Members: Ian Mackie, Peter Wreglesworth, Morgan Gatto
Staff: Susan Loutet, BOV Secretary
Dave Butler, Building Inspector - Observer
Applicant: Owner's Representative: Keith Whybrow 210 Panorama Road
Applicant: Owner: Vlad & Anca Catalin – 15 Southview Place
Neighbours: Robert Van Ginkel – 220 Panorama Road
Colleen & William Dickson – 212 Panorama Place
Jeffrey Browne – 222 Panorama Place
Robert Dunlop – 10 Southview Place
Jeanne Miller – Mr Dunlop's spokesperson
Charlie Godecke - Architect

1. Call to Order
BOV Secretary called the meeting to order at 6:30 p.m.

2. Approval of the Agenda
All in favor

3. Minutes – BOV Meeting – No Minutes to be approved

4. New Business: Application to be heard

(1) Civic Address: 210 Panorama Road, Lions Bay, BC
Legal Description: Lot 21, Block 7, Plan 10595, DL 1575
Owner: Robin Spano
Request: Approval sought for Side Yard Variance of 3 ft 6 inches
from 8 ft to 4 ft 6 inches
Per Zoning Bylaw 520, Part 7.5.2
And
Approval sought for Front Yard Variance of 25 ft
from 25 ft to 0 ft
Per Zoning Bylaw 520, Part 7.5.1
And
Approval sought for Height Variance of 2ft 8 inch from 12 ft to
14ft 8 inch
Per Zoning Bylaw 520, Part 7.10.2

(2)	Civic Address:	15 Southview Place, Lions Bay, BC
	Legal Description:	Lot 10, Block 3, Plan 10044, DL 1575
	Owner:	Vlad Catalin
	Request:	Approval sought for Side Yard Variance of 4 ft 1 ¼ inches from 8 ft to 3 ft 10 ¾ inches Per Zoning Bylaw 520, Part 7.5.2

5. Discussion (1) 210 Panorama Road

Keith Whybrow, representative of owner Robin Spano of 210 Panorama Road, presented additional material requested at the adjourned BOV hearing of February 26, 2019.

Keith Whybrow had revised the plans to accommodate the February 26th, 2019 BOV members concerns.

Reducing the height variance by 2 inches to 14 ft 8 inches and reducing the side yard variance by 1 ft to 4 ft 6 inches. The garage would now be parallel to the property line instead of on an angle.

Robert Van Ginkel, the neighbour still had a problem with the side yard setback, saying it was still too close to his property. It was noted that Mr Van Ginkel had applied for and received variances from the BOV when he built his home due to the steep topography. Mr Whybrow advised that with the topography of the property being very steep, there is nowhere else to build the garage. Jeffrey Browne a neighbour enquired about the height of the garage and was advised that it's now 11 ft below the peak of the house and it slopes backwards, with 5 ft of garage below ground.

6. Decision

The decision of the Board of Variance, having heard from the representative Keith Whybrow, and the neighbour's, approved the application for the variances of side yard of 3 ft 6 inches, front yard of 25 ft and height of 2 ft 8 inches, with the hardship resulting from the extremely steep topography of the property at 210 Panorama Road. The proposed location for the garage being the only footprint to build the garage.

7. Discussion (2) 15 Southview Place

Vlad Catalin, owner of 15 Southview Place, advised that in the design of the addition to the house a mistake was made by the architect, which resulted in the need to apply for a variance of the side yard set-back of 4 ft 1 ¼ inches. It was not apparent until the neighbour, Mr Dunlop, indicated that he thought the new addition was too close to the property line. The part of the addition which was infringing was near completion. It would be quite costly to demolish that portion already built that was infringing into the side yard. It was never the intent to infringe into the side-yard set-back while building this extension to the carport. The architect advised that the entry to the house was moved to more of the front of the house which required adding a covered area and in the process of he didn't realize the design was encroaching into the side-yard set-back, as the lot line was not in the correct position on the survey. It was an honest mistake and the architect's fault it happened and had he known that this covered area would be into the set-back he would never had built it. The Chair of the Board, asked if the offending structure consists of two posts that are supporting the covered walkway. The architect advised that the walkway is adjacent to the carport, to access the front of the house. There is a neighbour's, Robert Dunlop's driveway next to the property line on the east side. There is a large retaining wall which belongs to Robert Dunlop, the neighbour on that east side. The chain link fence belongs to Mr Catalin.

Jeanne Miller spoke for Mr Dunlop. She advised that the structure does infringe into the set-back and that the Zoning Bylaw 520 was not met and that that there was not an opportunity to comment on it before the work proceeded and now they are in a situation that the owner is looking for a variance, after the fact, as a result of the design mistake. As soon as Mr Dunlop realized the construction was taking place, he notified the Village of

Lions Bay of his concerns, that the structure was encroaching. Mr Dunlop is upset that action was not taken immediately by the Village to mitigate the concern.

The Chair of the Board asked if the variance affects Mr Dunlop in anyway. Ms Miller advised that there are two main impacts. The original house and its proximity to the set-back, as Mr Dunlop was assured that the village wouldn't let any further infringement of the set-back occur and two, that he moved to Lions Bay for more space and didn't anticipate a house being built 28 inches from his property. The chair advised that only the walkway points are encroaching, to which Ms Miller agreed. A Board member asked whether there was anything from the infringement protruding into visual view from Robert Dunlop's house. The Chair, asked Mr Dunlop if the existing garage effects his view. Mr Dunlop advised, the garage extension does change the view when you look down on it. The Chair, asked if the area adjacent to the set-back is a driveway to his house. Mr Dunlop confirmed that it was.

8. Decision

The decision of the Board of Variance, having heard from Mr Catalin; his architect, Charlie Godecke; Ms Miller and Mr Dunlop and as Mr Catalin's house sits below Robert Dunlop's, the neighbours' and the encroachment is not overly in view, and the builder proceeded with incorrect drawings which the architect is taking full responsibility for, and the hardship of the expense of taking down and rebuilding the portion which is encroaching; the Board of Variance is approving this application for variance as applied for. That this was an error made by the architect, which was not the intention of the owner of the property to infringe into the side-yard set-back. The granting of the set-back variance does not affect the neighbour because their driveway is adjacent to the infringing structure and elevated.

9. Adjournment Moved/Seconded

THAT the meeting be adjourned.

The meeting was adjourned at 7:08 p.m., April 23rd, 2019

Ian Mackie – Board Chair

Susan Loutet – Board Secretary

Date Adopted:

Intentionally Blank



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: June 26, 2019 Council Meeting Date: July 2, 2019

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

The recent decision by the Village Council to allow amplified music at the General Store Cafe.

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.)

Council's decision to relax Lions Bay's noise bylaw to allow amplified music at the General Store and Cafe on Friday, Saturdays, Sundays and Holiday Mondays at the owners discretion. This decision was made after our noise complaint on June 10th, 2019 regarding amplified music being played on the General Store and Cafe patio, which is directly below residential units at 350 Centre Road. We live in an older building and our quality of life and reasonable enjoyment of our individual suites and decks are compromised when live music is amplified right beneath our units.
Video attached to email.

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

To rescind councils decision to relax the Village of Lions Bay's noise bylaw and which allows amplified music to be played on the patio of the Lions Bay General Store and Cafe Fridays, Saturdays, Sundays and Holiday Mondays at the owners discretion.

NAME AND ADDRESS OF SPEAKER FOR THE DELEGATION:

Name: Emma Shaw

Signature: [Redacted]

Organization (if any): Residents of 350 Centre Road, Unit 2, Unit 4, Unit 5, and Unit 6

Address: Unit 2 - 350 Centre Road

Phone: [Redacted] Fax: [Redacted]

- .. [Redacted]

From: [REDACTED]
To: [Peter DeJong](#)
Cc: [Ron McLaughlin](#); [Council @ Lions Bay](#); [Shawna Gilroy](#)
Subject: Re: Voting procedures BCS 815 - 350 Centre Road
Date: Thursday, July 4, 2019 5:10:15 PM

Hi Peter,

“B” is the correct answer.

Susan

On Jul 4, 2019, at 9:55 AM, Peter DeJong <cao@lionsbay.ca> wrote:

Thanks Susan. To clarify your second to last line, do you mean a special resolution requires:

- a. 75% of all 10 votes = 7.5, so therefore 8? or
- b. 75% of the 6 residential = 4.5, so therefore 5; and 75% of the 4 commercial = 3?

Peter DeJong, BA, LLB, CRM
Chief Administrative Officer

[!\[\]\(f95dab70c751fda7d824b8b03650f7aa_img.jpg\)](#) **The Municipality of the Village of Lions Bay** www.lionsbay.ca
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0 , Canada
Village Office (604) 921-9333 | Fax (604) 921-6643

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From: Ron McLaughlin
Sent: Thursday, July 04, 2019 9:04 AM
To: Susan Leeson [REDACTED] Council @ Lions Bay
<council@lionsbay.ca>
Cc: Peter DeJong <cao@lionsbay.ca>; Shawna Gilroy <office@lionsbay.ca>
Subject: Re: Voting procedures BCS 815 - 350 Centre Road

Good morning Susan. Thank you very much for this succinct clarity and background information. I was confused and when I looked at my notes yesterday it still wasn't clear. The ownership and voting procedures are now known and

understandable.

Your note will be in next session's correspondence section as a matter of record.

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

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From: Susan Leeson [REDACTED]
Sent: Thursday, July 4, 2019 8:58 AM
To: Council @ Lions Bay
Cc: Peter DeJong
Subject: Voting procedures BCS 815 - 350 Centre Road

Dear Mr. Mayor and Council Members,

Thank you for your attention to the presentation made by Emma Shaw, owner and resident at 350 Centre Road BCS 815, regarding the relaxation of the Lions Bay sound amplification by-law for the owners of the General Store/Cafe at your Council meeting on July 2nd.

The question was asked by the Lions Bay Council how the voting works in our Strata and I wanted to clarify in case there was any confusion from Emma's answer.

There are 4 members on the BCS 815 Council. Each member has one vote at a Council meetings with the Chair being able to break a tied vote.

BCS 815 Council Membership:

Chair/Secretary Craig Doherty - partner with Steve Vestergaard in Broughton and Broughton (General Store/Cafe and former Art Gallery)

Vice Chair Simon Waterson - owner of Unit 3 - which is rented out

Treasurer Susan Leeson - owner of Unit 6 and resident in the building

Member at Large Rob Willemssen - owner of Unit 1 rented to Craig Doherty

Annual General Meeting or a Special Annual General Meeting

There are 10 votes possible.

The 2 commercial units (Telus and Canada Post) do not have a vote.

Commercial - Broughton and Broughton (Doherty/Vestergaard) 4 votes

Each residential owner (6 in total) have 1 vote each. 4 of the 6 residential owners reside in the building.

At an AGM or SAGM approving general items or voting in a new council requires 6 votes.

At the Special Annual General Meeting held August 2018 a voting block was formed by Broughton and Broughton (4 votes) and the 2 non-resident owners (unit 1 and unit 3) to remove the chair (residential owner occupied member) and the member at large (residential owner occupied member). The voting block elected Craig Doherty as chair and Rob Willemssen (owner of Unit 1 which is rented to Craig Doherty) as member at large. Simon Waterson (owner of Unit 3 which is rented) and I (owner and resident Unit 6) remained on council.

If a by-law is added or changed at an AGM or SAGM a 75% vote is required from both residential and commercial.

Thank you again for your consideration in the matter of the relaxation of the noise amplification bylaw.

Regards,
Susan Leeson
Treasurer BCS 185

From: [Ron McLaughlin](#)
To: [REDACTED]
Cc: [Peter DeJong](#); [Shawna Gilroy](#); [Municipal](#)
Subject: Re: BCS 815 - 350 Centre Road
Date: Thursday, July 11, 2019 11:08:49 AM

Good morning Susan. Thank you for your note. Per our brief conversation you were fine with me forwarding your email onward. It will be included in next Tuesday's Council meeting package as correspondence.

Regards,

Ron McLaughlin

Mayor

The Village of Lions Bay

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From: Susan Leeson [REDACTED]
Sent: Thursday, July 11, 2019 9:25 AM
To: Ron McLaughlin
Subject: BCS 815 - 350 Centre Road

Hi Ron,

I am very sure that you do not want to be involved with strata politics but wanted to let you know that during yesterday's Council Meeting for Strata BCS 815 - 350 Centre Road, I resigned my position as treasurer. It was/is untenable to continue to be a part of this council where the bias towards the business owners is so overt. A Strata Council is required by law to act in the best interests of the Strata Corporation and I know that that is not happening.

The following resolution was passed at yesterday's Council Meeting.

In recognition that the complex at 350 Centre Road, Lions Bay is a mixed-use strata, it is resolved that Broughton & Broughton Inc, as proprietor of a for-profit Store and

Café business ("the business"), and owner of the Strata Unit from which the business operates, has not and will not be in breach of By-Law 3 of the Standard By-Laws by virtue of: b) holding public activities, functions and events (including those where live music under amplification is utilized) within their strata unit or on the limited common property to which it has exclusive use, or c) running the business generally, on the basis that those events are held or the business run within the parameters of local municipal legislation and/or the terms of the business licences under which the business operates

The voting block of Craig Doherty - Chair - partner in Broughton and Broughton, Simon Waterson Vice Chair owner of Unit 3 but doesn't live in the building and Rob Willemssen Member at Large owner of Unit 1 which is rented to Craig Doherty prevailed again. My argument that the resolution was too broad (spoke far beyond just amplified music) and that the council needed to consult with a strata lawyer (in the history of the strata no one has been granted a By-Law exemption) fell on deaf ears.

I have been the treasurer of the Strata in name and then formally appointed almost since arriving in Lions Bay in December 2015. I believe that I conduct myself with integrity and am capable of hearing both sides of an argument. I won't go into other past council votes that favoured the business but as they say the passing of this resolution was the straw that broke the camel's back.

Thank you for listening,
Susan Leeson
Proud owner and resident at 350 Centre Road

Per our brief conversat



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: July 4, 2019 Council Meeting Date: July 16, 2019

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

Resolution of Council of June 18, 2019 to provide an exception to the Noise By-Law for the LB Store/Cafe

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.)

1. Email submissions made by me to Council on July 1, 2019
2. Emails/Letters of support
3. Such further or other information that will support the proposition that the resolution of June 18 was a reasonable compromise involving the rights of a commercial owner to run a business during business hours versus the rights of 4 residential owners having regard to the wants of local residents seeking live entertainment.

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

That Council affirm the resolution made on June 18, 2019 as follows:

THAT Council relax the noise bylaw to allow for live amplified music on the patio at the General Store & Cafe on Fridays, Saturdays, Sundays and holiday Mondays through to the end of summer, between the hours of noon and 8 pm, weather permitting, at the discretion of the Store/Cafe owner.

NAME AND ADDRESS OF SPEAKER FOR THE DELEGATION:

Name: Craig Doherty

Signature: [Redacted Signature]

Organization (if any): Lions Bay General Store & Café

Address: 1/350 Centre Road Lions Bay

Phone: [Redacted Phone Number] Fax: N/A

Email: [Redacted Email Address]

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.

From: [Peter DeJong](#)
To: [Shawna Gilroy](#)
Subject: FW: Exception to Noise By-Law - General Store and Café
Date: Tuesday, July 2, 2019 5:09:40 PM
Attachments: [PastedGraphic-1.png](#)

On table

Peter DeJong, BA, LLB, CRM
Chief Administrative Officer

The Municipality of the Village of Lions Bay www.lionsbay.ca
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0 , Canada
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From: Craig Doherty [mailto: [REDACTED]]
Sent: Monday, July 01, 2019 10:49 AM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>
Cc: Peter DeJong <cao@lionsbay.ca>
Subject: Exception to Noise By-Law - General Store and Café

Mayor, Council and Chief Administration Officer,

I have noted on the agenda for the Council meeting on Tuesday July 2 that there is a delegation seeking to rescind the exception granted on June 18 to the noise by-law for amplified music on the Café patio during limited times during the summer.

I propose to speak on Tuesday but understand that I will only have 2 minutes to do so.

Given the limited time-frame I wanted to deliver some written submissions beforehand for your consideration:

1. All of the current residential owners bought into a mixed-use complex knowing that they were doing so (a) above a Store & Café that has been in the building for more than 20 years and (b) has had a Food Primary Liquor licence for many, many years. This is not a new business nor new licence allowing for use of the patio. The patio is, in fact, Limited Common Property exclusively for the use of the Store and Café.
2. The music on all occasions has been acoustic guitar and vocals. It ceased at 6pm on June 22 when we had the Paella function on the patio. On earlier occasions it has ceased at 5pm.

The guitarist played as background music between 2pm and 6pm. Not one residential owner complained on the day. Had they, as a considerate fellow owner, I would have worked with them.

Our events are publicized widely and there are posters everywhere. This allows owners who are not interested in supporting community events to plan their own social lives accordingly.

The owners of Unit 2 (Ms Smith and Mr Nadeau) were away in the US during the weekend of the June 22. They were not even present that weekend yet have chosen to make a complaint and lead this delegation. As such, one might question the bona fides of their actions in bringing this delegation forward.

3. These sorts of events and live music are something that the Village residents are asking for given the spread of age groups and the tenure of residents who attended - seniors, young parents, owners for many years and recent buyers into the Village all attended. There is a demand we are catering to.

I will forward separately emails of support by seniors, long-term residents, short-term-residents, musicians,

4. We are complying with all of our business licences.

5. We should be entitled to run and grow our business without unreasonable interference from 4 (out of 1400) owners.

6. The 350 Centre Road Strata Council is comprised of a majority of residential owners versus commercial owners (3 - 1). Residential interests are more than adequately represented and if the majority ownership of the strata did not want live music during (limited hours on weekends) then it would be snuffed out at strata level. The reality is it has not been because the majority of ownership want this.

I should point out that the owners of Units 1 and 3 are supportive of the live music and the tenants of Units 1 and Unit 3 have not complained.

The minority dissenters have rights of appeal to the CRT if they are dissatisfied with a strata decision. My point is that they have avenues of appeal other than the Village council.

7. Our position is not the same as a house concert series event exception for the following reasons:

7.1 We are a for-profit business in a commercial zoned precinct and the closest residences (other than our own strata residences upstairs) are either behind our building (so the sound is diffused) or close to 100m away to the south);

7.2 Lions Bay is the most seasonal of markets and this business is not exactly a cash cow. As a for-profit business that supports the community via the post office and jobs for locals we need as much support as possible.

Governing is listening to constituents and often means compromise. I would ask that the Lions Bay Council maintain its earlier balanced resolution that compromises the rights of the

residents of 4 apartments (in terms of the limited season/days/times when music can be played) with the rights of the Café to be successful and cater to the wants of local Lions Bay residents.

Yours truly,

Craig Doherty
Owner



From: [Peter DeJong](#)
To: [Shawna Gilroy](#)
Subject: FW: Café Patio Music
Date: Tuesday, July 2, 2019 5:09:19 PM
Attachments: [PastedGraphic-1.png](#)

On Table

Peter DeJong, BA, LLB, CRM
Chief Administrative Officer

The Municipality of the Village of Lions Bay www.lionsbay.ca
PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0 , Canada
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From: Craig Doherty [REDACTED]
Sent: Monday, July 01, 2019 10:53 AM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>
Cc: Peter DeJong <cao@lionsbay.ca>
Subject: Fwd: Café Patio Music

For the meeting.

Craig Doherty
Owner
[REDACTED]



Begin forwarded message:

From: Mark Coghlan [REDACTED]

Subject: Café Patio Music

Date: June 29, 2019 at 3:07:15 PM PDT

To: Craig Doherty [REDACTED]

Greetings,

My name is Mark and I'm a working musician living in Lions Bay. I've been here since the 90's.

In my time living in the Village I've come to see that one of the, if not THE most successful ways this community comes together is through our common connections with music. Whether it's infamous Halloween parties, fundraisers for firefighters, garden parties, protests on boat flotillas or beyond, whatever we choose to do as neighbours friends and villagers, we always do it with live music. This is a rare thing now a days. A special gift that's part of why we can claim to live in a place that, (said without hubris or overstatement) is one of the best places to live in the history of our species. I'm honoured to have been a part of this scene for pushing 30 years now.

One of the very first examples of this being a forward thinking musical community for me was a video, (on VHS no less) featuring Colin James. This video spoke of the excitement of a community growing, and (to the point) how we would benefit when we got our own watering hole. At the time there were even plans for the creation of such a place. A place to meet, a place connect, a place to be social, and one where you could walk home from. All of this revolving around the excitement of bringing in live music.

You couldn't even gauge the amount of pride I had the first time I saw an act play at the General Store. We we're manifesting what we set out to do. We did this. We made it. Then when I was honoured with the chance to play there, my pride turned to joy... to be a part of the growth of the village that I love and call home.

I wasn't the only one.

You get a unique perspective from being "on stage". I will never forget my first performance at the Cafe. In my minds eye I'm still looking around at the laughing, back slapping... young men pretending to be cool, (but still not able to control the foot tapping to that latest pop song). Curious locals that heard the music and decided on an impromptu glass of wine, mother's bopping in time with babies laughing in their arms... This is what community is all about. How many people are enriched because we have a cafe that offers such things? When living downtown I couldn't tell you the names of people living in the apartment next to me, and here I was singing in front of people putting names to faces they only previously passed when getting the mail, or making new ride sharing connections because they discover parents of kids that go to school with their own. On and on.

We have cafe owners that not only are receptive to this, but are trying to grow this sense of community. Please, let's encourage them to do so.

Now, it's come to my attention there is a possibility for noise

concerns. This is not news. Indeed the name of the band, (all villagers by the way) I did all these fundraisers etc. with was named “Bylaw 283”. In short, there was always those that had an issue with external noise, and we were always able to come to a compromise. It’s actually written into the bylaw. Time of day, decibel levels within residences etc. The need for “the peace of country living” vs. all the goodly things mentioned above is a dance to be sure, but one we’ve been able to navigate successfully in the past.

To this point, amplification is a misunderstood thing. One thinks of amplification and immediately goes to the large line arrays made famous in the Grateful Dead tours. Huge, loud, oppressive noise you can’t even carry a conversation around. It is often I run into people who think some variant of this without even having gone to a coffeehouse/cafe/small venue gig. The visual unfortunately trumps reality. Yet it most definitely is not reality. Amplification allows for, (through a bunch of geekery I’m sure you don’t want me to go into) the enrichment and polish of sound. Think reverb, the ability to hit high notes without screaming etc. It is not about volume. It can be, both ways I might add, but that is not the *raison d’être*.

For context I offer an example from the last time I played the cafe: First off, there was a table of six or so directly in front of the speaker. Feet away. Conversation was across the table, no need for leaning in, cupping hand to side of mouth or shouting. To say nothing about these folk feeling completely fine sitting... in front of the speaker. Then all heads turn towards the highway. A bike or truck with muffler issue went by and drew quite literally everyone’s, (including my own) attention. Point is that something beyond what was happening directly in front of these people was louder. Match that up against the bylaw, and one can start to see the sand the argument stating sound concerns is built upon.

The times I’ve played at the cafe have all been at respectable decibel levels, fully in compliance with stated noise bylaws.

Regardless of my desire to play music and whatever bias that might imply I simply cannot agree there IS an issue here. This is not kids playing death metal [at 3am](#). This is just folk playing and enjoying music at respectable levels, at acceptable times of the day, all in compliance with stated local bylaws. I have never seen or exhibited recalcitrance to compromise and expect the same in return.

To say it would be a shame if live music at the cafe were to end is simplification to a woeful degree. To think of such enrichments to our community and quality of life only in terms of noise is a straw man that belittles all the hopes and dreams for the growth of our village. 30 years might not be long enough for some to truly consider me a villager, but it is long enough for me to see the corners. I’ve seen where we were, what we wanted to become, and where we’re growing to. Live music is a part of the arts. No debate, the arts and the encouragement of the arts is a sign of a healthy society. Every time we’ve pulled the arts away in the human condition we’ve suffered or were in the grip of a downward spiral.

This shouldn’t be a question of “it can exist” vs. “it cannot exist”.

Those that are in favour of live music at the cafe are always more than willing to meet half way. All we ask is fairness in return. Please don't take away something that shows us, every time we employ it, our joy, our desire to become more than we are, and our sense of community.

Regards,

Mark Coghlan,



From: [Peter DeJong](#)
To: [Shawna Gilroy](#)
Subject: FW: CIDER TASTING AND LB CAFE SOCIAL
Date: Tuesday, July 2, 2019 5:08:49 PM
Attachments: [PastedGraphic-1.png](#)

On table

Peter DeJong, BA, LLB, CRM
Chief Administrative Officer

The Municipality of the Village of Lions Bay www.lionsbay.ca
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From: Craig Doherty [REDACTED]
Sent: Monday, July 01, 2019 10:57 AM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>
Cc: Peter DeJong <cao@lionsbay.ca>
Subject: Fwd: CIDER TASTING AND LB CAFE SOCIAL

FYI. For the meeting Tuesday.

And please note the email at the outset. This is not just about guitar and vocals on the patio but getting people out of their homes.

Regards,

Craig Doherty
Owner
[REDACTED]



Begin forwarded message:

From: Louis Peterson [REDACTED]
Subject: Re: CIDER TASTING AND LB CAFE SOCIAL
Date: June 29, 2019 at 10:40:47 AM PDT
To: Craig Doherty <[REDACTED]>

'morning Craig,

From my perspective, the "Café Events" contribute a valuable nugget to the theme that Lions Bay is a good place to live - "for the young, the not-so-young, and all those in between". At Helen Waterson's request (which I had received in good time) I did forward the invitation by blind copy to my global list of Seniors. I think the response was encouraging.

I became aware of Don Poco's event rather too late to do anything. Nevertheless (without prom from me) the turn

out was good and the pleasant ambience spoke for itself - it was an enjoyable event, seemingly enjoyed by everybody, a good community building-block held on an occasional Saturday afternoon in the Summer (therefore not a possibly disturbing late night carousel). Without community events, we as a society would be so much the poorer.

What is the jurisdiction question and responsibility?

We should talk.

Louis

From: Craig Doherty [REDACTED]
Sent: Friday, June 28, 2019 3:46 PM
To: Louis Peterson
Subject: Re: CIDER TASTING AND LB CAFE SOCIAL

Louis,

I was wondering whether you would mind providing me with an email supporting the functions and the live music we are holding on the Café patio?

That it is something that Seniors look forward to.

Someone complained that we had a local guitarist on the patio and are taking their complaint to the Village.

Craig Doherty LLB
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

On Apr 24, 2019, at 10:28 PM, Louis Peterson <[REDACTED]> wrote:

Of interest to Seniors, Wannabe's, and Not-wannabe's!

Subject: CIDER TASTING AND LB CAFE SOCIAL

Hi Louis,

Can you please forward this information to your Senior's email list. LB Cafe is hosting/organising two

super fun events that I think your group would be interested in.

1. Saturday, April 27, 4pm - 6pm, Sea Cider will be hosting a complimentary and delicious cider tasting. Just in time for patio sipping!

2. Wednesday, May 15, 10am - noon, we'll be launching the LB Cafe Social, where locals can get together for a bit of fun and frivolity. The cafe will organise the "game" - we're starting off with a round of Scattagories! The cafe will provide a prize(s) for the winner as well as free drip coffee to anyone who brings their own mug.

Please help us get the word out so that we can run these events on an ongoing basis :)

Thanks,

Helen

<LB CAFE SOCIAL.png><Sea Cider Tasting.png>

From: [Peter DeJong](#)
To: [Shawna Gilroy](#)
Subject: FW: Café Patio Live Events
Date: Tuesday, July 2, 2019 5:07:26 PM
Attachments: [PastedGraphic-1.png](#)

On table

Peter DeJong, BA, LLB, CRM
Chief Administrative Officer

The Municipality of the Village of Lions Bay www.lionsbay.ca
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From: Craig Doherty [REDACTED]
Sent: Tuesday, July 02, 2019 8:52 AM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>
Cc: Peter DeJong <cao@lionsbay.ca>
Subject: Fwd: Café Patio Live Events

FYI. To add to my earlier submission.

Craig Doherty
Owner
[REDACTED]



Begin forwarded message:

From: John Phillips [REDACTED]

Subject: Re: Café Patio Live Events

Date: July 2, 2019 at 7:27:21 AM PDT

To: Craig Doherty [REDACTED], John Phillips
[REDACTED]

To whom it may concern,

We are writing in support of the patio events at the Lions Bay General Store. Ever since we moved into the community of Lions Bay, we have felt the need for a gathering place where neighbours can meet and socialize. The type of patio events currently in place creates that gathering place and we believe they have many positive outcomes. They advance the local art scene, where musicians are given a venue to share their passion. They encourage community interaction where neighbours are provided a setting to create special community moments. It is a place where people can walk from their homes to a local venue to enjoy an afternoon or evening informal event with neighbours and friends.

We have attended two of the events, and have truly enjoyed them. The music was subtle and respectful. The opportunity to share a meal and a beverage with neighbours encouraged conversation and interaction. Neighbours of all ages were in attendance and we left with a warm sense of community spirit and a positive community vibe. We would be very disappointed if the patio events were discontinued.

Carol and John Phillips

John Phillips, MBA CEO Forum Chair

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

From: [Ron McLaughlin](#)
To: [Peter DeJong](#); [Shawna Gilroy](#)
Cc: [Council @ Lions Bay](#)
Subject: Fw: Lions Bay Store//Cafe -- Shawna, another potential on table item
Date: Tuesday, July 2, 2019 4:20:37 PM

Ron McLaughlin

Mayor

The Village of Lions Bay

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

Tel: (604) 921-9333 | Cell: (604) 353-7138 | www.lionsbay.ca

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: Rob Willemsen [REDACTED]
Sent: Tuesday, July 2, 2019 4:19 PM
To: Ron McLaughlin
Subject: Re: Lions Bay Store//Cafe

Hi Mr. Mayor,

Yes, that would be fine.

Regards,

Rob Willemsen
[REDACTED]

Sent from my iPhone

On Jul 2, 2019, at 4:09 PM, Ron McLaughlin <mayor.mclaughlin@lionsbay.ca> wrote:

Hi Rob. Thank you for your note. May I share this note with Council and staff.
What that means is that it will become part of official correspondence and be

received at this evening's Council meeting.

Regards,

Ron McLaughlin

Mayor

The Village of Lions Bay

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From: Rob Willemsen [REDACTED]
Sent: Tuesday, July 2, 2019 3:57 PM
To: Ron McLaughlin
Cc: Legal Doherty
Subject: Lions Bay Store//Cafe

Dear Mr. Mayor,

My name is Rob Willemsen, and I own a condo unit at 301 Centre Rd., Lions Bay, and I also sit on our strata council.

I understand that there is an item coming up on tonight's council meeting agenda requesting a reversal of counsel's decision regarding a temporary relaxing of a noise byelaw at the café / general store ,for the duration of the summer. I support the cafés attempt to entertain patrons with acoustic guitar music, and allow them to grow their business and at the same time allow the residents of Lions Bay a venue to go out for a refreshment

Regards,

Rob Willemsen
[REDACTED]

Sent from my iPhone

From: [Shawna Gilroy](#)
To: [Shawna Gilroy](#)
Subject: FW: Cafe entertainment
Date: Tuesday, July 2, 2019 6:30:48 PM

From: RONALD CHESTER [REDACTED]
Sent: Sunday, June 30, 2019 2:32 PM
To: Ron McLaughlin
Subject: Re: Cafe entertainment

Thank you Richard for answering me so promptly.
Yes of course you may share my views with the rest of council and staff.
Perhaps there could be a time limit in effect for the residents living above, for example 8 pm deadline. Hopefully a compromise would be reached.
Enjoy your Canada Day weekend.

Regards,
Isobel

Isobel Chester
[REDACTED]
Lions Bay BC V0N 2E0 Canada

On Jun 30, 2019, at 12:13, Ron McLaughlin <mayor.mclaughlin@lionsbay.ca> wrote:

Thank you Isobel for your very well articulated letter and views. May I share this with the rest of Council and staff? If yes, what this means is that I will place it "on table" at Tuesday's Council meeting and it will become part of the meeting's official correspondence.
Thank you, regards, and Happy Canada Day weekend,
Ron

From: RONALD CHESTER
Sent: Sunday, June 30, 11:39 AM
Subject: Fwd: Cafe entertainment
To: Ron McLaughlin

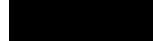
Subject: Cafe entertainment

Dear Ron,
As a long time resident, and an aging member of our community, I would like to give support

to the functions of our Cafe patio, and the live music.
I have thoroughly enjoyed meeting some new friends, and it is a
great area for us to all meet
without driving into town.
Something new always attracts me and I share this with my
neighbours and visitors, to our wonderful Village.
Thank you to all of you on our council.
Regards,
Isobel CHESTER.

Kind Regards

Isobel Chester



Lions Bay BC V0N 2E0 Canada

From: [Ron McLaughlin](#)
To: [Peter DeJong](#); [Shawna Gilroy](#)
Cc: [Council @ Lions Bay](#)
Subject: Fw: 2nd July Council Meeting
Date: Tuesday, July 2, 2019 10:21:02 AM

I spoke to Simon and he has no problem if this goes into on table correspondence.

Ron McLaughlin

Mayor

The Village of Lions Bay

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

Tel: (604) 921-9333 | Cell: (604) 353-7138 | www.lionsbay.ca

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From: Simon Waterson [REDACTED]
Sent: Saturday, June 29, 2019 6:37 PM
To: Ron McLaughlin
Cc: Doherty Legal
Subject: 2nd July Council Meeting

Dear Ron

There is a strong chance that I will not be able to attend the upcoming council meeting.

I understand that there is an agenda item requesting a reverse of a decision made by Council on a previous resolution re. noise bylaw at the cafe/store.

I would like for the following to be heard:

" I apologize for not being able to attend this meeting but I would like Council/Staff to hear my thoughts.

1. I own one of the condos (unit #3)
2. My tenant has no objection to the approved bylaw
3. I presently sit on the Strata Council
4. I fully SUPPORT patio entertainment. Many residents (young and old) have approached me saying how much this sort of activity benefits the village as a whole.

5. I firmly believe that within a multi use building, business owners have the right to build their business(s)

Simon Waterson
Vice President - Strata BCS815"

Thanks Ron

Slmon

From: [Peter DeJong](#)
To: [Shawna Gilroy](#)
Subject: FW: Support for live, amplified music at Lions Bay Café events
Date: Monday, July 8, 2019 1:03:24 PM

Correspondence

Peter DeJong, BA, LLB, CRM
Chief Administrative Officer

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

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

From: Joe Wozny [REDACTED]
Sent: Monday, July 08, 2019 11:33 AM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; [councillor.cunliffe@lionsbay.c](mailto:councillor.cunliffe@lionsbay.ca)
Cc: Peter DeJong <cao@lionsbay.ca>; Craig Doherty [REDACTED]
Subject: Support for live, amplified music at Lions Bay Café events

Dear Mr Mayor and Councillors,

I' writing to you at Craig Doherty's request regarding support for live, amplified music at Café events.

I fully support your approval to to have live amplified music on Fri/Sat/Sun and Public Holiday Mondays for the summer between 12pm and 8pm.. It's a great way to continue to build "community" for our village and possibly highlight local artists.

Best regards,

Joe Wozny
Lions Bay resident
[REDACTED]

From: [Peter DeJong](#)
To: [Shawna Gilroy](#)
Subject: FW: Lions Bay Cafe: live amplified (and compressed) music please!!!
Date: Monday, July 8, 2019 1:02:30 PM

Correspondence

Peter DeJong, BA, LLB, CRM
Chief Administrative Officer

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

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From: Mark Bajus [REDACTED]
Sent: Monday, July 08, 2019 11:42 AM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>; Peter DeJong <cao@lionsbay.ca>
Subject: Lions Bay Cafe: live amplified (and compressed) music please!!!

Morning all; I'd like to voice my **STRONG** support for continuing to allow live amplified (and compressed) music at the Lions Bay Cafe. I think it's really important to support one of our only local businesses that almost every resident in the whole village takes advantage of from time to time, as well as supporting local artists. It also gives residents a Lions Bay event based place to meet, hang out, have a beer or glass of wine without having to always use your own house, or drive into Horseshoe Bay (why give them the business???)

I'm sure the word "amplified" is a word that conjures up visions of AC/DC at full volume: having hosted small live music events at our house, nothing could be further from the truth. An unamplified voice and instrument can be **JUST** as loud as amplified (and way more obnoxious). Amplification, combined with compression, allows the artist to sing without yelling, allows the instruments to be heard, even the quiet parts, without having to hammer on the instrument. Discussing this with an artist I know well, here is the factual comments from a real musician:

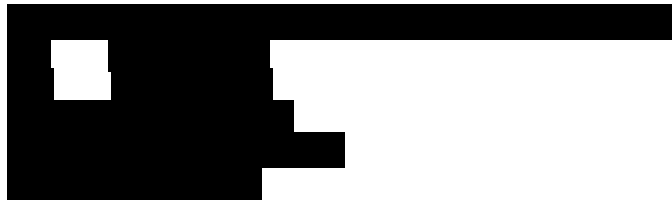
*A compressor, (which I use on both guitar and vox) can make it consistently **LESS LOUD** than when not amplifying.*

Performing without amplification can be louder, and definitely less musically pleasing than with.

If you want it to be quieter, then conditioning with the use of amplification is the way to go.

Feel free to contact me directly if you would like to discuss this further.

Mark Bajus, [REDACTED]
[REDACTED]



From: [Shawna Gilroy](#)
To: [Shawna Gilroy](#)
Subject: FW: Lions bay live music
Date: Wednesday, July 10, 2019 2:27:41 PM

From: Barbara San Severino [REDACTED]
Sent: Wednesday, July 10, 2019 9:27 AM
To: Peter DeJong <cao@lionsbay.ca>
Subject: Fwd: Lions bay live music

----- Forwarded message -----

From: **Barbara San Severino** [REDACTED]
Date: Wed, Jul 10, 2019, 9:24 AM
Subject: Lions bay live music
To: <mayor.mclaughlin@lionsbay.ca>

Hello Councillors

I am writing to you to in support of the live music in the Lions Bay General store.

I am a local artist, who is very fortunate to have some of my art for sale in the store.
[Wwww.barbsansart.ca](http://www.barbsansart.ca)

Because we are such a small community I think it is crucial that we have a place to meet, gather, share stories and ideas. Live music is the key to bringing neighbors out to be with one another.

What Craig Doherty is encouraging is community.

People that choose to live above a general store have already decided that they are accepting of a reasonable amount of controlled and limited noise.
Adding a some vocals and guitar to an already bustling weekend afternoon- could only cause extra happiness and pleasure to those in the attendance.

I see this as an opportunity to bring more business(through tourism) and create memories within the community.

Please continue to allow Craig to showcase music and help our tiny community to be at it's best this summer.

Yours very sincerely,
Barbara San Severino
[REDACTED]
100 Isleview place
Lions Bay

From: [Shawna Gilroy](#)
To: [Shawna Gilroy](#)
Subject: FW: Noise By-law
Date: Thursday, July 11, 2019 10:13:56 AM

From: Gillian Smith [REDACTED]
Sent: Wednesday, July 10, 2019 9:54 PM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>; Peter DeJong <cao@lionsbay.ca>
Cc: Craig Doherty [REDACTED]
Subject: Noise By-law

Dear council members,

I am writing in full support of amplified music at the Lions Bay Cafe during reasonable times (between noon and 8:30 pm). I have lived in the village for 23 years; our residents come together socially to connect with one another over music. We have music at the beach, music at people's homes each month for the Lions Bay Concert Series and countless musical events at the village hall (many of which have kept me up until the wee hours of the night given the proximity of our home at the bottom of Oceanview Road, adjacent to the village hall). Nonetheless, I am OK with these minor inconveniences as I value the opportunities for villagers to celebrate events with their friends and families.

I attended one of the musical events at the Lions Bay Cafe; it was a pleasant afternoon, there was one guitarist singing and the music was not loud whatsoever. I met some people, along with their two small children, sitting beside us who had just put an offer on a home across the street from us. We conversed across the tables the entire time, which speaks to the volume of the music. I also enjoyed the opportunity that the music event provided: a chance to go out into my own community, have a meal, a glass of wine and walk home, and the chance to catch up with other villagers and friends. This opportunity would never have occurred if the live music was not part of the draw and ambiance.

I see the Lions Bay Cafe as the perfect spot to showcase our beautiful village, our community, and a great spot to enjoy the view. We have many diverse artists and musicians in the village and we ought to include, support and celebrate their various talents. This is the epitome of what makes Lions Bay the best place to live and music is an integral part of it.

Please consider the benefits that small music events at the cafe will make to the common good of the village as I believe they far outweigh any concerns. Amplified musical events are a regular occurrence throughout the village and a lone guitarist singing a few songs at the

cafe seems pretty minor in comparison.

Thank you for taking the time to consider my comments,

Best wishes,

Gillian

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: [Ron McLaughlin](#)
To: [Peter DeJong](#); [Shawna Gilroy](#)
Subject: Fwd: Support for outdoor events at Lions Bay Cafe
Date: Friday, July 12, 2019 8:34:44 AM

From: Michael Moore [REDACTED]
Sent: Friday, July 12, 2019 8:27:28 AM
To: Neville Abbott; Fred Bain; Norman Barmeier; Ron McLaughlin
Cc: Craig Doherty; Elizabeth Moore
Subject: Support for outdoor events at Lions Bay Cafe

Dear Council

I am writing to express support for the application by Lions Bay Cafe for outdoor events. As one who understands and appreciates the strength of community support, I endorse events of the nature proposed by the Cafe. It is through events such as these that our community is strengthened and the special nature of what it means to live in Lions Bay comes to the fore. Bonds formed by being together strengthen our village as demonstrated through the various events that the Events Committee, Seniors Circle and LB House Concerts put on.

These occasions draw us together and create the essence of our special place. The events planned for by the Cafe do the same, and will add to all that already takes place to make Lions Bay the piece of perfection it is. Without opportunities to be together, we are simply a collection of individuals. With opportunities to eat, drink and relax together, we become a united, caring community.

I trust that this application will enjoy your full support as you continue to care for all that makes Lions Bay so special.

Best regards

Michael



From: [Ron McLaughlin](#)
To: [Peter DeJong](#); [Shawna Gilroy](#)
Subject: Fwd: Support for outdoor events at Lions Bay Cafe
Date: Friday, July 12, 2019 10:30:13 AM

From: Elizabeth Moore [REDACTED]
Sent: Friday, July 12, 2019 10:21:48 AM
To: Neville Abbott; Fred Bain; Norman Barmeier; Ron McLaughlin; Craig Doherty
Cc: Michael Moore
Subject: Re: Support for outdoor events at Lions Bay Cafe

Dear Council

I too support the application by Lion's Bay Cafe for outdoor events and endorse what Michael has written below. We have a Cafe owner who is committed to making the Cafe a vibrant hub of the community and I feel council and the community should support these endeavours.

I thank the Council for their tireless work in making Lion's Bay the wonderful place to live in that it is.

Regards,
Elizabeth

Dr. Elizabeth Moore / Executive Director)



The information in this email and any attachments are confidential and for the sole use of the intended recipient(s). If you have received this email in error, please accept our apologies for the inconvenience. Any unauthorized use of the information is strictly prohibited. Please notify the sender as soon as possible and then delete all copies from your system. Thank you.

On Jul 12, 2019, at 8:27 AM, Michael Moore <[REDACTED]> wrote:

Dear Council

I am writing to express support for the application by Lions Bay Cafe for outdoor events. As one who understands and appreciates the strength of community support, I endorse events of the nature proposed by the Cafe. It is through events such as these that our community is strengthened and the special nature of what it means to live in Lions Bay comes to the fore. Bonds formed by being together strengthen our village as demonstrated through the various events that the Events Committee, Seniors Circle and LB House Concerts put on.

These occasions draw us together and create the essence of our special place. The events planned for by the Cafe do the same, and will add to all that already takes place to make Lions Bay the piece of perfection it is. Without opportunities to be together, we are simply a collection of individuals. With opportunities to eat, drink and relax together, we become a united, caring community.

I trust that this application will enjoy your full support as you continue to care for

all that makes Lions Bay so special.

Best regards

Michael



VILLAGE OF LIONS BAY

Incoming Correspondence - July 16, 2019

General Correspondence:

- G1: UBCM Resolution - Conflict of Interest Complaint Mechanism (Page 1)
- G2: UBCM Resolution - Lobbyist Registration (Page 2)
- G3: UBCM Resolution - Statement of Disclosure Updates (Page 3)
- G4: UBCM Resolution - Recovering Costs Local Climate Change Impacts (Page 4)
- G5: Rural Dividend Program (Page 6)
- G6: Fire Smart Do's and Don't's (Page 8)
- G7: Provincial Support for Libraries (Page 9)
- G8: Support for Property Assessed Clean Energy (Page 10)
- G9: UBCM Resolution - Crime and Needle Clean-up (Page 12)
- G10: Best Management Practices for Invasive Species (Page 14)
- G11: 2019 Asset Management Plan Approval Funding (Page 22)
- G12: 2019 UBCM Convention (Page 26)
- G13: UBCM Resolution - Jurisdiction Over Single Use Plastics Regulation (Page 29)

Resident Correspondence:

- R1: Nattalia Hadden - Kelvin Grove Beach (Page 35)
- R2: Hilary Anderle - Photo Radar for Lions Bay (Page 36)
- R3: Karl Buhr - New Parking Measures - Mayor Response (Page 41)
- R4: Karl Buhr - Harvey Tank Project Questions (with clarifications from staff) (Page 43)
- R5: Ian Mackie - Code of Conduct (Page 48)



City of
Richmond

June 28, 2019

6911 No. 3 Road,
Richmond, BC V6Y 2C1
www.richmond.ca

All BC Municipalities
Via email

Re: Proposed UBCM Resolution – Conflict of Interest Complaint Mechanism

This is to advise that Richmond City Council at its Regular Council meeting held on Monday, June 24, 2019 considered the above matter and adopted the following resolution:

To forward the following resolution for consideration at UBCM and to send copies to the Local Governments of BC for their favourable considerations prior to the 2019 UBCM meeting. Additional copy to be sent to the Minister of Municipal Affairs.

Conflict of Interest Complaint Mechanism

Whereas professional regulatory bodies, such as CPABC, BC Law Society, APEGBC, and others, have conflict of interest and ethics rules for their members and enforce them through a complaints process;

Whereas the public expects elected representatives to be held to a professional standard of conduct;

And whereas the only remedy for a citizen complaint of a municipal elected person's conflict of interest is through a judgement of the Supreme Court of British Columbia;

So be it resolved that the Province of British Columbia consider a mechanism including to resolve and remedy conflict of interest complaints through a non-partisan Municipal Conflict of Interest Commissioner or expansion of the scope of powers of the BC Conflict of Interest Commissioner.

Accordingly, the above has been submitted to UBCM and the City of Richmond Council requests your favourable consideration of the resolution at the 2019 UBCM convention.

Yours truly,

David Weber
Director, City Clerk's Office

pc: The Honourable Selina Robinson, Minister of Municipal Affairs and Housing



City of
Richmond

6911 No. 3 Road,
Richmond, BC V6Y 2C1
www.richmond.ca

June 28, 2019

File:

Finance and Corporate Services Division
City Clerk's Office
Telephone: 604-276-4007
Fax: 604-278-5139

All BC Municipalities
Via email

Re: Lobbyist Registration

This is to advise that Richmond City Council at its Regular Council meeting held on Monday, June 24, 2019 considered the above matter and adopted the following resolution:

To forward the following resolution for consideration at UBCM and to send copies to the local governments of B.C. for their favourable consideration prior to the 2019 UBCM meeting:

Whereas the BC Lobbyists Registration Act (LRA) requires individuals and organizations who lobby public office holders and meet specific criteria to register their lobbying activities in an online public registry; and

Whereas the goal of the BC Lobbyists Registration Act (LRA) is to promote transparency in lobbying and government decision-making;

Therefore be it resolved that UBCM request that a lobbying regulation system for municipal government, similar to the provincial mechanism under the BC Lobbyists Registration Act, be established.

Accordingly, the above has been submitted to UBCM and the City of Richmond Council requests your favourable consideration of the resolution at the 2019 UBCM convention.

Yours truly,

David Weber
Director, City Clerk's Office



City of Richmond

June 28, 2019

6911 No. 3 Road,
Richmond, BC V6Y 2C1
www.richmond.ca

All BC Municipalities
Via email

Re: Proposed UBCM Resolution – Statement of Disclosure Updates

This is to advise that Richmond City Council at its Regular Council meeting held on Monday, June 24, 2019 considered the above matter and adopted the following resolution:

To forward the following resolution for consideration at UBCM and to send copies to the Local Governments of BC for their favourable considerations prior to the 2019 UBCM meeting. Additional copy to be sent to the Minister of Municipal Affairs.

Statement of Disclosure Updates

Whereas professional regulatory bodies, such as CPABC, BC Law Society, APEGBC, and others, have conflict of interest and ethics rules for their members, under which appearance of conflict of interest is disallowed;

Whereas the public expects elected representatives to act to a professional standard of conduct;

And whereas the scope of decisions and responsibilities of an elected representative can be broad and encompass a variety of issues;

So be it resolved that the Statement of Disclosure for municipal nominees and elected representatives be updated to additionally include a spouse's assets; a spouse's liabilities; and real property, other than their primary residence, held singly or jointly by a spouse, child, brother, sister, mother or father, to the best knowledge of the candidate. Further, within 60 days of being sworn in, to file a confidential financial disclosure statement to a non-partisan Municipal Conflict of Interest Commissioner.

Accordingly, the above has been submitted to UBCM and the City of Richmond Council requests your favourable consideration of the resolution at the 2019 UBCM convention.

Yours truly,

David Weber
Director, City Clerk's Office

pc: The Honourable Selina Robinson, Minister of Municipal Affairs and Housing



City of
Richmond

6911 No. 3 Road,
Richmond, BC V6Y 2C1
www.richmond.ca

June 28, 2019
File: 10-6125-07-02/2019-Vol 01

Finance and Corporate Services Division
City Clerk's Office
Telephone: 604-276-4007
Fax: 604-278-5139

All BC Municipalities
Via email

Re: Recovering Costs for Local Climate Change Impacts

This is to advise that Richmond City Council at its Regular Council meeting held on Monday, June 24, 2019 considered the above matter and adopted the following resolution:

- (1) *That the draft letter attached to the report titled "Recovering Costs for Local Climate Change Impacts" from the Senior Manager, Sustainability and District Energy dated May 14, 2019, be endorsed; and sent to the Premier of British Columbia, British Columbia Minister of the Environment and Climate Change, British Columbia Attorney General, with copies to local MLAs, the leaders of the opposition parties and Metro Vancouver; and*
- (2) *That the draft Union of British Columbia Municipalities resolution attached to the report titled "Recovering Costs for Local Climate Change Impacts" from the Senior Manager, Sustainability and District Energy dated May 14, 2019, be endorsed and copies sent to BC Municipalities requesting favourable support at the UBCM convention.*

Accordingly, the above has been submitted to UBCM and the City of Richmond Council requests your favourable consideration of the resolution at the 2019 UBCM convention.

Yours truly,

David Weber
Director, City Clerk's Office

RECOVERY COST FOR LOCAL CLIMATE CHANGE

City of Richmond

WHEREAS local governments have incurred significant costs in response to the real and projected threats of climate change including flooding, sea-level rise and weather variations;

AND WHEREAS fossil fuel corporations profit without sharing the costs of the pollution caused by their operations and their products:

THEREFORE BE IT RESOLVED that the Province enact legislation to hold the fossil fuel industry responsible for its role in causing climate change by making it accountable for costs incurred by governments to adapt to climate change.



Reference: 249614

July 4, 2019

VIA EMAIL: mayor.mclaughlin@lionsbay.ca

Ron McLaughlin, Mayor
The Municipality of the Village of Lions Bay
PO Box 141, 400 Centre Road
Lions Bay, British Columbia
V0N 2E0

Dear Mayor McLaughlin,

Thank you for reaching out to the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD) Regional Economic Operations Branch regarding the eligibility of the Village of Lions Bay to apply for funding through the Rural Dividend Program (the Program). As the Assistant Deputy Minister responsible for the administration of the Program, I am pleased to respond to your inquiry.

As noted in previous Ministry correspondence, a review of the Program was conducted by an independent third party. In response to the review findings, our Ministry has made updates to key components of the Program. While the criteria that eligible communities must have a population of less than 25,000 and be located outside of the Metro Vancouver and Capital Regional Districts has not changed, the Program will consider requests for exceptions on a case-by-case basis.

Maintaining the rural focus of the Program and continuing to meet the needs of small and remote communities, are key considerations in the evaluation of requests for exceptions to the eligibility criteria. During the evaluation of exception requests, the Program examines (1) community proximity and access to large urban centres, including highway linkages and access to transportation; (2) the economic integration of a community with large urban centres, including the commuting rates of residents; and (3) the economic need of the community.

Based on the above criteria, it was determined that the Village of Lions Bay does not qualify for an exception to the Program's eligibility criteria. As a result, the Village of Lions Bay is not eligible to apply for funding through the Program.

Page 1 of 2

Please note that FLNRORD Regional Economic Operations staff are available to provide support for the development of economic opportunities in the Village of Lions Bay, including the identification of other funding sources. We strongly encourage you to continue to connect with Wendy Koh, the Regional Manager for your area, by phone at 604-317-7562 or by email at wendy.koh@gov.bc.ca.

Again, thank you for writing and sharing your concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'S Fraser', with a stylized flourish at the end.

Sarah Fraser
A/Assistant Deputy Minister
Rural Opportunities, Tenures and Engineering
Ministry of Forests, Lands, Natural Resource Operations and Rural Development

pc: Peter DeJong
Chief Administrative Officer
The Municipality of the Village of Lions Bay

FireSmart or FireDumb?

THE DOS AND DON'TS OF PROTECTING YOUR HOME FROM WILDFIRE



CLEAN YOUR EAVES AND ENCLOSE SOFFITS SO EMBERS CAN'T EASILY GET IN.

REPLACE OLDER STYLE ROOFS LIKE CEDAR WITH NON-COMBUSTIBLE ONES. (METAL, CERAMIC OR ASPHALT).

SPACE TREES SO THAT THE CROWNS ARE THREE TO SIX METRES APART.

DON'T PLANT HIGHLY COMBUSTIBLE TREE VARIETIES, SUCH AS PINE, SPRUCE OR JUNIPER.

STACK FIREWOOD MORE THAN 10 METRES FROM YOUR HOME.

STORE PROPANE TANKS AT LEAST 10 METRES FROM YOUR HOUSE.

REDUCE THE NUMBER OF EVERGREENS LIKE PINE AND SPRUCE, WHICH ARE MORE COMBUSTIBLE THAN DECIDUOUS TREES.

REGULARLY MOW AND WATER THE GRASS.

REMOVE DEAD TREES, MATURE TREES AND THICK SHRUBBERY. SPACE CROWNS THREE TO SIX METRES APART WHERE POSSIBLE.

ZONE 1
10 METRES

ZONE 2
30 METRES

ZONE 3
100 METRES

SOURCE WEBSITE:
WWW.BCWILDFIRE.CA

FireDumb FireSmart



DON'T BE FIREDUMB. CLEAR YOUR EAVES OF DEBRIS SO IT DOESN'T BECOME FUEL FOR WILDFIRES.



WWW.BCWILDFIRE.CA

FireDumb FireSmart



DON'T BE FIREDUMB. STACK FIREWOOD AT LEAST 10 METRES AWAY FROM YOUR HOME.



WWW.BCWILDFIRE.CA

FireDumb FireSmart



DON'T BE FIREDUMB. REMOVE HIGHLY FLAMMABLE PINE, SPRUCE AND JUNIPER TREES FROM WITHIN 10 METRES OF YOUR HOME.



WWW.BCWILDFIRE.CA

FireDumb FireSmart



DON'T BE FIREDUMB. STORE COMBUSTIBLE FUELS AT LEAST 10 METRES AWAY FROM YOUR HOME.



WWW.BCWILDFIRE.CA

June 27, 2019

File: 0400-20

Via email: EDUC.Minister@gov.bc.ca

The Honourable Rob Fleming
Minister of Education
PO Box 9045 Stn Prov Govt
Victoria, BC V8W 9E2

Dear Minister Fleming:

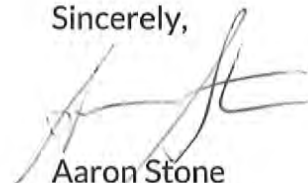
Re: Provincial Support for Libraries

At the Regular Council Meeting of June 17, 2019, Council of the Town of Ladysmith unanimously passed a resolution endorsing the City of Victoria's request for Provincial support for libraries.

Council respectfully requests the Province of British Columbia's support and consideration to increase support to restore provincial funding for libraries. In 2017, the Association of Vancouver Island and Coastal Communities endorsed a similar request brought forward by both the Town of Ladysmith and the City of Powell River.

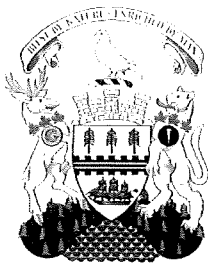
The Town of Ladysmith values our libraries and believes they are critically important to a democratic and free society.

Sincerely,



Aaron Stone
Mayor

C: Premier John Horgan via email: premier@gov.bc.ca
MLA Doug Routley via email: douglas.routley.mla@leg.bc.ca
UBCM Member Municipalities via email



CITY OF PORT MOODY

OFFICE OF THE MAYOR

June 27, 2019

Selina Robinson, Minister of Municipal Affairs and Housing
PO Box 9056 Stn Prov Govt
Victoria, BC V8W 9E2

Dear Honourable Selina Robinson,

At the Regular Council Meeting of June 25, 2019, the City of Port Moody passed the following resolution:

THAT a letter to the Ministry of Municipal Affairs and Housing be sent by the Office of the Mayor expressing Support for Property Assessed Clean Energy Enabling Legislation for BC indicating our concerns and requesting that a study of PACE best practices be undertaken with expert stakeholders, including UBCM and FCM staff, in order to guide changes to legislation to allow for PACE programs in BC as recommended in the report dated June 4, 2019 from Councillor Amy Lubik regarding Support for Property Assessed Clean Energy Enabling Legislation for BC;

AND THAT the following resolution regarding Support for Property Assessed Clean Energy Enabling Legislation for BC be endorsed by the City of Port Moody and forwarded for consideration at the 2019 UBCM convention and forwarded to other UBCM members for support:

*WHEREAS climate change is the greatest threat to our municipalities;
AND WHEREAS the pillars of the Clean BC program include better buildings, incentivizing retrofits and upgrading BC's stock of public housing so residents, many of whom are low-income families or seniors, can live in a more energy-efficient, healthier, and comfortable home;*

AND WHEREAS the cost of clean energy infrastructure is a major barrier for low and middle income earners, as well as small businesses and municipalities;

AND WHEREAS Property Assessed Clean Energy (PACE) legislation has proven to be effective in financing retrofits in other jurisdictions;

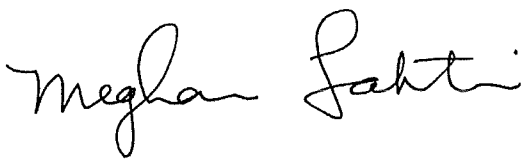
THEREFORE BE IT RESOLVED THAT the Province of British Columbia work with expert stakeholders with knowledge of Property Assessed Clean Energy (PACE) best practices, including UBCM and FCM, to study the application of PACE in BC and develop PACE enabling legislation for BC Municipalities.

Property Assessed Clean Energy (PACE) is a proven, common-sense financing tool that will allow the British Columbia Government to address the need to create transition jobs and address climate change, all without adding to the provincial debt. PACE is a powerful tool which, with the right legislative framework, could create a new clean energy ecosystem, bring new capital into the province, and significantly bolster the existing sustainability marketplace. The world is grappling with the tension between the carbon-based energy industry and a consensus that emissions are directly contributing to climate change. Currently, buildings account for 40% of GHG's. Through the development of a robust and thriving PACE ecosystem, BC can dramatically reduce its emissions by radically improving the energy efficiency of both its existing building stock and new builds.

The Federation of Canadian Municipalities is currently developing programs/grants for PACE; however these are not available in BC. It has been suggested that using limited municipal or foundation type funding instead of accessing private capital limits resources available for Property Assessed Clean Energy (PACE) projects. PACE delivers market certainty and turns sustainability measures into solid business case initiatives.

The City of Port Moody is asking that British Columbia develop enabling legislation for a strong and vibrant PACE program. An optimum solution could involve maximizing both government and private investments. A strong PACE program will deliver reductions in BC's municipal and provincial GHG emissions and make a significant contribution towards governments' ability to deliver on its GHG reduction commitments, to support reducing energy poverty, and to create Green Jobs. Such an initiative, if ultimately implemented in BC, would become one of the most significant steps municipalities could take to tackle climate change.

Sincerely

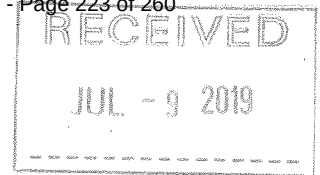
A handwritten signature in black ink that reads "Meghan Lahti". The signature is fluid and cursive, with the first name "Meghan" and the last name "Lahti" clearly distinguishable.

Meghan Lahti
Acting Mayor, City of Port Moody

CC: All UBCM Members

**OFFICE OF THE MAYOR**

1100 Patricia Blvd. | Prince George, BC, Canada V2L 3V9
 p: 250.561.7600 | www.princegeorge.ca



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

July 2, 2019

Mayor and Council
 Village of Lions Bay
 Box 141
 Lions Bay, BC V0N 2E0

Dear Mayor McLaughlin and Members of Council,

At the City of Prince George regular Council meeting held June 24, 2019, Council gave consideration to proposed Union of British Columbia Municipalities (UBCM) resolutions regarding: Proceeds of Crime; and Clean-Up of Needles and Other Harm Reduction Paraphernalia. The following resolutions were approved for submission to the UBCM for consideration at the 2019 Convention.

1. Proceeds of Crime

WHEREAS the provision of police services places a significant financial burden on local government;

AND WHEREAS the Civil Forfeiture Crime Prevention and Crime Remediation Grant Program funds community crime reduction and crime prevention activities, but does not address local government policing costs, including expenditures related to investigations and police work that result in seizures of proceeds of crime;

THEREFORE BE IT RESOLVED that the Province share seizures of proceeds of crime with local governments to help address protective services costs.

2. Clean-Up of Needles and Other Harm Reduction Paraphernalia

WHEREAS the low barrier distribution of harm reduction supplies, including syringes and other safe injection supplies, in communities across BC poses a significant safety and cleanliness concern;

AND WHEREAS local governments, businesses and residents are bearing the escalating cost of cleaning up needles and drug paraphernalia in public spaces;

THEREFORE BE IT RESOLVED that UBCM request ongoing provincial funding to local governments to cover the cost of cleaning up needles and drug paraphernalia in their communities.

On behalf of Prince George City Council, your support of these resolutions at the 2019 UBCM Convention is appreciated.

If you have any questions or would like more information please feel free to contact my office at MayorAdmin@princegeorge.ca or 250-561-7691.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lyn Hall', with a stylized flourish at the end.

Mayor Lyn Hall
City of Prince George

Board and Information Services
Tel. 604 432-6250 Fax 604 451-6686

File: CR-12-01
Ref: RD 2019 Jun 28

JUL 03 2019

Peter DeJong, Chief Administrative Officer
Village of Lions Bay
400 Centre Road P.O. Box 141
Lions Bay, BC V0N 2E0
VIA EMAIL: office@lionsbay.ca; admin@lionsbay.ca

Dear Mr. Peter DeJong:

Re: Best Management Practices for Invasive Species: English Holly, English and Irish Ivies, Yellow Archangel, Himalayan Balsam, and Parrot's Feather

At its June 28, 2019 regular meeting, the Board of Directors of the Metro Vancouver Regional District (Metro Vancouver) adopted the following resolution:

That the MVRD Board:

- a) receive for information the report dated May 21, 2019, titled "Best Management Practices for Invasive Species: English Holly, English and Irish Ivies, Yellow Archangel, Himalayan Balsam, and Parrot's Feather"; and*
- b) direct staff to forward the report to member jurisdictions for information.*

Enclosed is a copy of the staff report for your information.

If you have any questions, please contact Laurie Bates-Frymel, Regional Planner II, Planning and Environment, by phone at 604-4536-6787 or by email at Laurie.Bates-Frymel@metrovancover.org.

Sincerely,



Chris Plagnol
Corporate Officer

CP/mp

30188625

Peter DeJong, Chief Administrative Officer, Village of Lions Bay
**Best Management Practices for Invasive Species: English Holly, English and Irish Ivies, Yellow Archangel, Himalayan Balsam,
and Parrot's Feather**
Page 2 of 2

- cc: Neal Carley, General Manager, Planning and Environment
Marcin Pachcinski, Division Manager, Electoral Area and Environment, Regional Planning and Electoral Area Services, Planning and Environment
Laurie Bates-Frymel, Regional Planner II, Regional Planning and Electoral Area Services, Planning and Environment
- Encl: Report dated May 21, 2019, titled "Best Management Practices for Invasive Species: English Holly, English and Irish Ivies, Yellow Archangel, Himalayan Balsam, and Parrot's Feather" (Doc# 29778726)

30188625

To: Climate Action Committee

From: Laurie Bates-Frymel, Senior Regional Planner
Planning and Environment Department

Date: May 21, 2019 Meeting Date: June 14, 2019

Subject: **Best Management Practices for Invasive Species: English Holly, English and Irish Ivies, Yellow Archangel, Himalayan Balsam, and Parrot's Feather**

RECOMMENDATION

That the MVRD Board:

- a) receive for information the report dated May 21, 2019, titled "Best Management Practices for Invasive Species: English Holly, English and Irish Ivies, Yellow Archangel, Himalayan Balsam, and Parrot's Feather"; and
 - b) direct staff to forward the report to member jurisdictions for information.
-

PURPOSE

To provide the Climate Action Committee and MVRD Board with five new invasive species best management practices documents for information and with an update on promotion efforts.

BACKGROUND

In 2018, the Climate Action Committee received reports regarding best management practices for knotweed species, giant hogweed, European fire ant, European chafer beetle, Himalayan blackberry, and Scotch broom. Those reports also identified the next set of species for which locally-tested best management practices would be most valuable, based on input from member jurisdictions on the Regional Planning Advisory Committee – Invasive Species Subcommittee: English holly, English and Irish ivies, yellow archangel, Himalayan balsam, and parrot's feather. This report presents the best management practices for those five species and provides information about the process to develop additional best management practices.

These invasive species best management practices are a Climate Action Committee Work Plan item for the second quarter of 2019.

NEED FOR AND DEVELOPMENT OF REGIONAL BEST MANAGEMENT PRACTICES

Invasive species are non-native flora or fauna that out-compete native species and can be highly destructive and difficult to control. They can threaten property and recreational values, infrastructure, agriculture, public health and safety, as well as ecological health. Conservation biologists globally have ranked invasive species as the second most serious threat to biodiversity, after habitat loss.

At the request of member jurisdictions and other partners, the Regional Planning Advisory Committee created an Invasive Species Subcommittee in 2016 to assist with collaboration and coordination of invasive species management efforts within the region. This Subcommittee is

composed of environment and parks staff from member jurisdictions, as well as non-voting associates from the provincial and federal government, non-profit and stewardship groups, right-of-way land managers, businesses, and staff from Metro Vancouver Regional Planning, Regional Parks and Water Services.

The Invasive Species Subcommittee members raised concern about inconsistent invasive species management practices across the region and a long-standing need for locally-tested, practitioner-focussed guidance. They requested that Metro Vancouver develop regionally-appropriate best management practices for priority invasive species.

In October 2018, the MVRD Board adopted the *Ecological Health Framework*, which illustrates Metro Vancouver's role in protecting and enhancing ecological health as it relates to its services and functions, and supporting regional efforts. The *Framework* commits Metro Vancouver to “develop and employ best practices in the management of invasive species on Metro Vancouver lands and promote their use region-wide”.

Metro Vancouver retained the Invasive Species Council of Metro Vancouver (ISCMV), and sub-consultants Diamond Head Consulting, and the Invasive Species Council of British Columbia to create the best management practices documents. The target audiences are local government staff, crews, project managers, contractors, consultants, developers, stewardship groups, and others who have a role in invasive species management. The best management practices include guidance about identification, tracking, reporting, effective prevention and control strategies, disposal, monitoring and restoration, as well as references and additional resources. This guidance is based on the best available scientific expertise and local experience.

OVERVIEW OF LATEST FIVE BEST MANAGEMENT PRACTICES (ATTACHMENTS 1-5)

The best management practices for English holly (Attachment 1), English and Irish ivies (Attachment 2), yellow archangel (Attachment 3), Himalayan balsam (Attachment 4), and parrot's feather (Attachment 5) have been reviewed by members of the RPAC-Invasive Species Subcommittee and additional local experts. Collectively, member jurisdictions on the RPAC-Invasive Species Subcommittee have spent over \$660,000 annually on control and volunteer engagement related to these five invasive plants.

An overview of each best management practices document is provided below.

English Holly

Native to Europe, northern Africa and Asia, English holly spreads both by seed and roots. It creates deep shade, modifies soil conditions, and diverts water and nutrients from other vegetation, suppressing germination of native trees and shrubs. Experts suggest that these traits make English ivy a serious threat to forest health in the Pacific Northwest. English holly infestations are also a fire hazard as the leaves can easily ignite when heated. The berries are toxic to humans, causing nausea, vomiting, abdominal pain, and diarrhea if ingested.

As stated in the best management practices, manual removal by pulling or digging is recommended, while girdling, cutting, or herbicide should be used with caution, and done by professionals who are aware of all relevant laws, including municipal pesticide bylaws. Brush cutting/mowing and prescribed burning are not generally effective, and livestock grazing is not recommended since the berries are poisonous.

English and Irish Ivies

English ivy and Irish ivy are native to Europe and western Asia. These ivies form dense monocultures that grow along the ground, climbing trees and structures, smothering native vegetation, and reducing biodiversity. Especially detrimental to trees, the ivy can weigh down, break branches, and cause tree failure. It also can reduce a tree's ability to photosynthesize and spread harmful tree pathogens. The berries are toxic to humans and livestock. Ivy benefits from high carbon dioxide concentrations under warm conditions, suggesting that it will become more resilient as our climate changes.

Cutting or pulling are generally the most effective control methods for ivy. This manual control is often labour intensive and, hence, ivy 'pulls' are often a community stewardship opportunity. Ivy on trees should be cut at chest height around the entire trunk of the tree using pruners or a saw, being careful not to cut or damage the tree bark or surface. It can then be removed from the tree and the surrounding ground. Care should be taken to reduce disturbance in sensitive ecosystems, particularly in riparian areas. Ivy can also be repurposed by artists and collectives as a crafting fiber to make structural art, ropes, baskets, jewelry, ornaments, and clothing.

Yellow Archangel

Yellow archangel (also known as lamium or lamiastrum) originates in the temperate regions of Eurasia. A favourite garden ground cover plant, it quickly out-competes native vegetation, forming contiguous cover across the forest understory, preventing tree sapling germination, reducing food availability for local fauna, and impacting local pollinator communities.

Removal of yellow archangel plants by hand can be effective for small patches, but it is highly time consuming since the stems and entire root system must be completely removed to prevent any plant parts from being left behind. Soil grubbing (large scale mechanical removal of the forest organic layer and topsoil) is likely to effectively control yellow archangel, and plants can also be smothered using cover treatment or mulch. Foliar herbicide application can be effective, but all relevant laws must be followed, including municipal pesticide bylaws that may prohibit the use of certain herbicides. Biological control options are not available in British Columbia for yellow archangel.

Himalayan Balsam

Native to the western Himalayas, Himalayan balsam (also known as Policeman's helmet) can spread up to 32,000 seeds per square metre, catapulting them up to 7 metres. It quickly dominates a variety of areas, outcompeting native vegetation and forming homogeneous stands along creeks, riverbanks, sloughs and open ditches, grassy clearings and trail edges, and increasing soil erosion in these areas.

Pulling or cutting are generally the most effective methods for Himalayan balsam control, while mowing and brush cutting are best suited for large non-riparian infestations. Manual control should take place before ripened seeds are present (usually late May to early June) to avoid their spread. Complete site eradication should be the goal since missing even one flowering plant can lead to re-infestation. Controlling Himalayan balsam by livestock grazing is not recommended in urban settings, and biological control options are not yet available in British Columbia.

Parrot's Feather

Parrot's feather is a perennial aquatic plant native to South America. Most parrot's feather infestations in Metro Vancouver appear to be caused by the accidental or purposeful introduction by homeowners from garden ponds or aquariums. This plant rapidly reproduces by plant fragments and pieces as small as 4 millimetres are capable of establishing a new population. Parrot's feather can contribute to a loss of plant and aquatic species diversity by out-competing and replacing native plant communities. Infestations dramatically reduce the levels of dissolved oxygen in the water column, change invertebrate communities, trap sediment, and clog drainage ditches, causing water levels to rise and slowing water flow.

Mechanical control using an excavator can be effective for large infestations, but it is an expensive and time-consuming treatment option that will require dedication to frequent removals over numerous years. Manual control by hand pulling is labour intensive and should be carried out with extreme caution due to the likelihood of spread through root and stem fragments. Chemical control is not recommended, and biological control options for parrot's feather are not yet available in BC.

Prevention and Disposal

As with all invasive species, prevention (e.g., planting non-invasive plants, using invasive species-free soil, cleaning vehicles and equipment) is the most economical and effective way to reduce the risk of spread over the long term.

Each of these best management practices provides a link to a list of possible disposal facilities, but practitioners should always contact the disposal facilities beforehand to confirm the facility can properly handle the material. Invasive plants should not be placed in backyard composters as the temperature may not become hot enough to destroy the seeds and roots.

PROMOTION AND CURRENT UPTAKE

The previous set of best management practices have been posted on the Metro Vancouver website and staff have been promoting their use during various events throughout the region, including:

- Invasive Species Council of British Columbia's Annual Forum February 5-7, 2019 in Richmond;
- BC Recreation and Parks Association's Parks and Grounds Spring Training February 27-28, 2019 in Langley;
- ISCMV's Information Session for Contractors and Contract Managers March 6, 2019 in Vancouver;
- Metro Vancouver Sustainability Breakfast "Managing Invasive Species in the Region" April 17, 2019 at BCIT Vancouver; and
- ISCMV's Spring Forum May 1, 2018 in Langley.

Metro Vancouver has also developed postcards to distribute during events that direct practitioners to search metrovancover.org for “invasive species” to obtain the most recent guidance, as the documents will be updated from time to time as new information arises. Staff have shared over 300 hard copies, and the web view statistics as of May 21, 2019 are as follows:

Best Management Practice	Views on metrovancover.org
Knotweed species	1010
Giant hogweed	343
European fire ant	336
Himalayan blackberry	310
European chafer beetle	192
Scotch broom	191

Staff plan to post the new best management practices on the Metro Vancouver website and will continue to promote their use at upcoming events.

ALTERNATIVES

1. That the MVRD Board:
 - a) receive for information the report dated May 21, 2019, titled “Best Management Practices for Invasive Species: English Holly, English and Irish Ivies, Yellow Archangel, Himalayan Balsam, and Parrot's Feather”; and
 - b) direct staff to forward the report to member jurisdictions for information.
2. That the Climate Action Committee receive for information the report dated May 21, 2019, titled “Best Management Practices for Invasive Species: English Holly, English and Irish Ivies, Yellow Archangel, Himalayan Balsam, and Parrot's Feather”, and provide alternate direction to staff.

FINANCIAL IMPLICATIONS

The 2018 MVRD Board-approved Regional Planning budget included \$20,000 for the five best management practices presented in this report. The 2019 MVRD Board-approved Regional Planning budget includes \$20,000 for the creation of additional best management practices that will be determined with input from the RPAC-Invasive Species Subcommittee in June 2019.

Under both Alternative 1 and 2, best management practices documents have been prepared within approved budgets. Under Alternative 1, these documents will be shared with member jurisdictions.

SUMMARY / CONCLUSION

Invasive species best management practices are listed in the Climate Action Committee work plan for the second quarter of 2019. Staff retained the Invasive Species Council of Metro Vancouver to create a set of best management practices for key invasive species found within the region. Best management practices for English holly, English and Irish ivies, yellow archangel, Himalayan balsam, and parrot's feather have been completed and are attached to this report.

Staff recommend Alternative 1, that the MVRD Board receive the best management practices documents for information and direct staff to forward the documents to member jurisdictions. After receipt by the Board, these documents will be posted on the Metro Vancouver website, and in addition to being shared with local governments, will also be distributed during upcoming events to crews, project managers, contractors, consultants, developers, stewardship groups, and others who have a role in invasive species management in this region.

Attachments (29907998)

1. Best Management Practices for English Holly in the Metro Vancouver Region
2. Best Management Practices for English and Irish Ivies in the Metro Vancouver Region
3. Best Management Practices for Yellow Archangel in the Metro Vancouver Region
4. Best Management Practices for Himalayan Balsam in the Metro Vancouver Region
5. Best Management Practices for Parrot's Feather in the Metro Vancouver Region

29778726



July 2, 2019

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

COPY

RE: 2019 Asset Management Planning program – Approval Agreement & Terms of Conditions of Funding

Dear Mayor McLaughlin and Council,

Thank you for submitting an application under the 2019 Asset Management Planning grant program.

I am pleased to inform you that the Evaluation Committee has approved funding for your project, *Connecting Asset Management Planning to Long-Term Financial Planning*, in the amount of \$15,000.00.

As outlined in the Program & Application Guide, grant payments will be issued when the approved project is complete and UBCM has received and approved the required final report and financial summary.

The Ministry of Municipal Affairs & Housing has provided funding for this program and the general Terms & Conditions are attached. In addition, in order to satisfy the terms of the contribution agreement, we have the following requirements:

- (1) This approval agreement is required to be signed by the CAO or designate and returned to UBCM;
- (2) The funding is to be used solely for the purpose of the above named project and for the expenses itemized in the budget that was approved as part of your application;
- (3) The grant funding must be matched in cash or in-kind;
- (4) All expenditures must meet eligibility requirements as defined in the Program & Application Guide;
- (5) All project activities must be completed within 12 months and no later than June 30, 2020;
- (6) The Final Report Form is required to be submitted to UBCM within 30 days of project end date and no later than July 31, 2020;

The Asset Management Planning program is funded by the Province of BC

- (7) Any unused funds must be returned to UBCM within 30 days following the project end date.

Please note that descriptive information regarding successful applicants will be posted on the UBCM and/or provincial government websites, and all final report materials will be made available to the provincial government.

On behalf of the Evaluation Committee, I would like to congratulate you for responding to this opportunity to advance asset management in your local government.

If you have any questions, please contact Local Government Program Services at 250 356-2947 or lgps@ubcm.ca.

Sincerely,



Peter Ronald
Programs Officer, Local Government Program Services

cc: Pamela Rooke, Chief Financial Officer, Village of Lions Bay

Approval Agreement (to be signed by the CAO or designate)

I, _____, have read and agree to the general Terms & Conditions and the requirements for funding under the 2018 Asset Management Planning program.

Signature

Date

Please return a scanned copy of the signed Approval Agreement to lgps@ubcm.ca.

Local Government Program Services

General Funding Terms & Conditions

The purpose of the Terms & Conditions is to provide basic information on grants administered by the Union of BC Municipalities through Local Government Program Services (LGPS). For specific information regarding the requirements of each funding program, please refer to the relevant Program & Application Guide. For information regarding a specific project approved through LGPS, please refer to the approval letter.

1. Definitions

Approved Applicant: In general, LGPS grants are awarded to local governments (regional districts and municipalities) and, in some programs, First Nations. The approved applicant is the primary contact for UBCM and is responsible for overall grant management.

Approved Partner(s): organizations that contribute directly to the approved project, are identified in the application and are approved by UBCM. This may include boards of education, health authorities, First Nations or aboriginal organizations, non-profit organizations and local governments (other than the applicant). Refer to program guides for requirements for partners in regional applications.

Approved Project: the activities described in the application and budget and approved by UBCM.

Cash Expenditures: direct costs properly and reasonably incurred and paid for with money by the approved applicant or approved project partner for the development or implementation of the approved project. For example, catering and consultant fees can be cash expenditures.

Community Contribution: Some LGPS programs require cost-sharing. The community contribution is the portion of the approved project cost that is required to be provided by the approved applicant or an approved partner. This can be in cash or in-kind, but must be an eligible expenditure.

In-Kind Expenditures: the use of resources of the approved applicant or approved project partner for the development or implementation of the approved project. For example, the use of meeting rooms owned by the applicant or approved partner can be an in-kind expenditure.

2. Eligible & Ineligible Expenditures

Eligible expenditures, including community contributions, are direct costs that are properly and reasonably incurred by the approved applicant or approved partner as part of the approved project.

To be eligible for grant funding, these costs must be outlined in the detailed budget submitted by the approved applicant as part of the application process and be approved by UBCM.

3. Grant Management & Applicant Responsibilities

Notice of Decision

All applicants will be informed of the status of their application by letter, generally within 90 days of the application deadline. Approved applicants will be informed of specific conditions of the grant approval and are required to sign and return a copy of the Approval Agreement.

Applicant Responsibilities

Approved applicants are responsible for:

- Ensuring that approved activities are undertaken as outlined in the approved application and within the required timeline

- Providing proper fiscal management of the grant and approved project (see below)
- Submitting final reports as required by the Program & Application Guide (see below)

Accounting Records

Acceptable accounting records must be kept that clearly disclose the nature and amounts of eligible expenditures (cash and in-kind) incurred as part of the approved project. Financial summaries are required to be submitted as part of the final report and must be signed by a representative of the approved applicant.

In all cases, the final project expenditure must be net of any rebates (such as GST/PST) that the approved applicant or approved partner is eligible to receive.

Changes to or Cancellation of Approved Project

Any significant variation from the approved project as described in the approved application must be approved, including any major changes to:

- Start or end dates
- Project purpose, goals, outcomes or milestones
- Cash and in-kind expenditures or matching funds (when required)
- Project partners

If an approved project is cancelled, the approved applicant is responsible for ensuring any grant monies that have been advanced are returned to UBCM within 30 days, or as outlined in the Program & Application Guide.

4. Reporting Requirements

Submission of Reports

Approved applicants are required to submit final reports as outlined in the Program & Application Guide. Please note the following when submitting a report:

- When completing a UBCM report form please ensure that each question is answered and that all attachments are complete. Follow any sample templates that UBCM provides.
- Submit all documents as Word or PDF files. Note: files over 20mb cannot be accepted.
- Submit all digital photos or images as JPEG files. Note: files over 20mb cannot be accepted.
- If a hardcopy of the report is required, do not bind reports or submit in binders or folders.

Extensions and Outstanding Reports

In order for an approved project to continue past the approved end date – or for a final report to be submitted after the established deadline – approved applicants must contact UBCM to request and be granted permission for an extension.

Approved applicants that do not request extensions and have outstanding reports may forfeit the final payment of their grant and may not be eligible to apply to future LGPS programs until reports are received.

5. Recognition of Funding and Funders

Approved applicants should contact UBCM for more information on recognizing funding and for information on the appropriate use of logos. Please contact LGPS at (250) 356-2947.

From: [Shawna Gilroy](#)
To: [Shawna Gilroy](#)
Subject: FW: 2019 UBCM Convention - Meeting Request's with Premier John Horgan and Provincial Cabinet Ministers - Deadline Reminder
Date: Thursday, July 11, 2019 2:40:08 PM
Attachments: [2019 UBCM Meeting Request Sites and Information.pdf](#)

From: 2019 MAH UBCM Meeting Requests MAH:EX
[<mailto:MAH.UBCM.MeetingRequests@gov.bc.ca>]
Sent: Thursday, July 11, 2019 2:07 PM
To: 2019 MAH UBCM Meeting Requests MAH:EX <MAH.UBCM.MeetingRequests@gov.bc.ca>
Subject: 2019 UBCM Convention - Meeting Request's with Premier John Horgan and Provincial Cabinet Ministers - Deadline Reminder

Dear UBCM Members,

This is a courtesy reminder regarding the deadline for UBCM Members to make meeting requests with either Premier John Horgan and Provincial Cabinet Ministers or the Minister of Municipal Affairs and Housing for meetings at the upcoming UBCM Convention, September 23 – 27, 2019.

Please be aware of the upcoming close date of **Wednesday, July 17th** for both meeting request sites.

For ease of use, **attached** is information providing links to the UBCM 2019 Meeting Request sites along with the UBCM Meetings Requests Coordinators' contact information.

Requests for meetings with **staff** from provincial ministries, agencies, commissions and corporations will continue to be taken until **August 23**.

If you have any questions or concerns, please either contact the Premier's UBCM Meeting Request Coordinator, or Nicole Gibbings, Minister of Municipal Affairs UBCM Meeting Coordinator at the contact information provided.

Thank you.

Regards,

Birgit Schmidt

Director, Operations and Client Relations; UBCM Convention Coordinator
Local Government Division | Ministry of Municipal Affairs and Housing
Phone: 778-698-3260 | E-mail: Birgit.Schmidt@gov.bc.ca

* Contact information is provided by CivicInfo BC. To ensure you receive all relevant communications please ensure the contact information for your organization is updated regularly.

Honourable John Horgan, Premier and Cabinet Ministers (except Minister of Municipal Affairs and Housing)

Click: <https://UBCMreg.gov.bc.ca>

Invitation Code: MeetingRequest2019 (*case sensitive*)

Deadline: Wednesday, July 17, 2019

Questions: Contact the Premier's UBCM Meeting Request Coordinator, by email at: UBCM.Meetings@gov.bc.ca, or by telephone at: 250 213-3856.

Honourable Selina Robinson, Minister of Municipal Affairs and Housing

Click: [Municipal Affairs and Housing Minister's Meeting Requests](#)

Deadline: Wednesday, July 17, 2019

Questions: Contact the Minister's UBCM Meeting Request Coordinator, Nicole Gibbings, by email at: MAH.UBCM.MeetingRequests@gov.bc.ca, or by telephone at: 778 698-3203.

Provincial Government Staff *Ministries, Agencies, Commissions and Corporations (MACC)*

Click: [Provincial Staff \(MACC\) Meeting Requests](#)

Deadline: Friday, August 23, 2019

Questions: Contact the UBCM MACC Meeting Request Coordinator, Laura Smith, by email at MAH.UBCM.MeetingRequests@gov.bc.ca, or by telephone at: 778 698-3263.

Once Provincial Government MACC Staff meetings are scheduled, confirmation will be sent to local governments **via email**.

Ministries, Agencies, Commissions and Corporations (MACC) Meeting Information

ON-SITE PROVINCIAL APPOINTMENTS DESK

Provincial Appointments Desk staff will be available to schedule meetings with Provincial Government MACC Staff at the following locations:

Monday, September 23, 2019 to Tuesday, September 24, 2019

Vancouver Convention Centre, East Building - Lobby

8:30 am – 4:00 pm

Wednesday, September 25, 2019 – Thursday, September 26, 2019

Vancouver Convention Centre, East Building – Exhibition Hall C

8:30 am – 4:00 pm

MEETING LOCATIONS WITH PROVINCIAL GOVERNMENT MACC STAFF AT CONVENTION:

Tuesday, September 24, 2019

Pan Pacific Hotel, R Level – Cypress Suite

Wednesday, September 25, 2019 to Thursday, September 26, 2019

Vancouver Convention Centre, East Building – Exhibition Hall C

Questions: Contact the MACC UBCM Meeting Request Coordinator, Laura Smith, by email at MAH.UBCM.MeetingRequests@gov.bc.ca, or by telephone at: 778 698-3263.

From: [Shawna Gilroy](#)
To: [Shawna Gilroy](#)
Subject: FW: UBCM resolution - Jurisdiction over single use plastics regulation
Date: Thursday, July 11, 2019 4:07:27 PM
Attachments: [attachment 1.pdf](#)
[ATT00001.htm](#)

From: Craig Cameron <ccameron@westvancouver.ca>
Sent: Thursday, July 11, 2019 3:17 PM
To: Craig Cameron
Subject: UBCM resolution - Jurisdiction over single use plastics regulation

All

Attached is a UBCM motion from West Vancouver asking ask the Province to give municipalities the power to regulate single use items under the Community Charter.

In light of today's decision by the BC Court of Appeal on the Victoria plastic bag ban, this initiative takes on greater urgency if we want to take action (or even contemplate it).

I'm hoping you and your Council will support this resolution when it comes forward at UBCM and that you consider raising this with Minister Robinson and Minister Heyman and the Premier if and when you meet with them.

Together, we can put considerable pressure on the Province to address this situation.

Let me know if you have any questions.

Craig Cameron
Councillor
District of West Vancouver



THE CORPORATION OF THE
DISTRICT OF WEST VANCOUVER
OFFICE OF THE MAYOR

June 25, 2019

File: 0055-20-UBCM

Union of British Columbia Municipalities
Attn: Jamee Justason, Information & Resolutions Coordinator
60 – 10551 Shellbridge Way
Richmond BC V6X 2W9

via email: jjustason@ubcm.ca

Dear Ms. Justason:

Re: District of West Vancouver Council Resolution regarding “Confirming Municipal Jurisdiction to Regulate Single-Use Items” for the 2019 UBCM Convention

The District of West Vancouver Council, at its June 24, 2019, regular meeting, passed the following motion regarding confirming municipal jurisdiction to regulate single-use items:

THAT WHEREAS single-use items increase waste, are often not recyclable, and have various negative impacts on communities across British Columbia;

AND WHEREAS citizens in West Vancouver and other communities have indicated that they would like to see regulations to restrict the use of single-use items in the District of West Vancouver;

AND WHEREAS over the past 10 years there have been several UBCM resolutions calling for the Province of British Columbia (“the Province”) to regulate single-use items, including UBCM Resolution B126 in 2018, which read:

Therefore be it resolved that the Province of British Columbia develop a provincial Single-Use Item Reduction Strategy as part of a provincial Zero Waste Strategy, which would include but not necessarily be limited to plastic and paper shopping bags, polystyrene foam cups and polystyrene foam containers, other hot and cold drink cups and take-out containers, straws and utensils, but would exclude all single use items needed for medical use or for people with disabilities.

AND WHEREAS the Province has not acted to restrict the use of single-use items at the provincial level, and responded to UBCM Resolution B126 as follows:

The Ministry commends the actions taken by local governments to develop single-use item strategies and other related initiatives to reduce plastic in the environment.

AND WHEREAS Metro Vancouver has taken the position that it does not have jurisdiction to regulate the use of single-use items;

AND WHEREAS several municipalities in British Columbia recently have acted or are in the process of acting to restrict the use of single-use items, including Victoria, Squamish, Salmon Arm, Qualicum Beach, and Tofino;

AND WHEREAS the ability of municipalities to regulate to protect the environment is specifically circumscribed by s. 9 of the *Community Charter*, S.B.C. 2003, c. 26, which states that a municipality may not adopt a bylaw for the protection of the natural environment unless the bylaw is established in accordance with a regulation made by the Province, is established in accordance with an agreement by the Province, or is approved by the Minister responsible (and there are no applicable regulations, agreements or approvals);

AND WHEREAS, as a result of the *Community Charter*, the ability of municipalities to regulate the reduction or banning of single-use items may be constrained and is uncertain even after the British Columbia Supreme Court decision in *Canadian Plastic Bag Association v. Victoria (City)*, 2018, BCSC 1007 (which is under appeal);

AND WHEREAS even if the City of Victoria prevails in the legal challenge under appeal, different bylaws regulating single-use items in different municipalities may still face costly and time-consuming legal challenges given the uncertain legal context;

AND WHEREAS municipalities should have clear and unambiguous jurisdiction to pass bylaws to protect the natural environment on matters wholly within the boundaries of the municipality and that do not adversely impact the interests of other municipalities or other levels of government and, more specifically, every municipality should have the jurisdiction to regulate the use of single-use items within the municipality at it sees fit;

THEREFORE BE IT RESOLVED THAT:

- (1) The Mayor, on behalf of Council, request that the Province enter into an agreement to allow the District of West Vancouver (and any other municipality that so chooses) to regulate reducing and banning single-use items within the municipality; or pass a regulation which has the same effect; or that the Minister responsible give his or her approval to bylaws which attempt to regulate or restrict single-use items within municipalities that pass such bylaws; and
- (2) The District of West Vancouver submit a Resolution to the Union of British Columbia Municipalities (UBCM) for consideration at the 2019 annual UBCM convention requesting that the Province specifically allow municipalities to regulate or restrict single-use items by the Province's agreement, by regulation, or by approval of the Minister.

The District of West Vancouver respectfully requests that the Union of British Columbia Municipalities consider the resolution, as found attached to this letter, at the 2019 UBCM Convention. Thank you for your consideration of this matter.

Sincerely,



Mary-Ann Booth
Mayor

Attachments:

- District of West Vancouver resolution regarding "Confirming Municipal Jurisdiction to Regulate Single-Use Items"
- District of West Vancouver Councillor's Motion dated May 29, 2019, regarding "Confirming Municipal Jurisdiction to Regulate Single-Use Items)"

2019 West Vancouver Single-Use Item UBCM Motion

“Confirming Municipal Jurisdiction to Regulate Single-Use Items”

WHEREAS the Province has expressed support for the reduction of single-use items and municipal actions regulating those items, and has not yet produced a provincial strategy and targets to reduce or restrict the distribution of single-use items;

AND WHEREAS the ability of municipalities to regulate these items for the protection of the environment are limited by provisions circumscribed by s. 9 of the *Community Charter* S.B.C. 2003 c. 26 which states that a municipality may not adopt a bylaw for the protection of the natural environment unless the bylaw is established in accordance with a regulation made the province; is established in accordance with an agreement by the Province; or is approved by the Minister responsible (and there are no applicable regulation, agreements or approvals):

THEREFORE BE IT RESOLVED THAT the Province give the District of West Vancouver (and any other municipality that so chooses) the jurisdiction to create local regulations to reduce and ban single-use items within the municipality for the purpose of protecting the natural environment; and do so by entering into an agreement with the municipality, passing a regulation which has the same effect, or otherwise providing approval from the Minister of Environment and Climate Change Strategy for municipal bylaws which attempt to regulate or restrict single-use items within municipalities.

WV 104
6.**MEMORANDUM**

Date: May 29, 2019 File: 0120-06
To: Council
From: Councillor Cameron and Councillor Gambioli
Re: **Notice of Motion regarding Confirming Municipal Jurisdiction to Regulate Single-Use Items**

Notice of the following motion regarding "Confirming Municipal Jurisdiction to Regulate Single-Use Items" will be given at the June 10, 2019, regular Council meeting. At the June 24, 2019, regular Council meeting, after the proposed motion is moved and seconded, discussion on the proposed motion may be held.

Take notice that at the June 24, 2019, regular Council meeting, Councillor Cameron, with Councillor Gambioli as seconder, will move:

WHEREAS single-use items increase waste, are often not recyclable, and have various negative impacts on communities across British Columbia;

AND WHEREAS citizens in West Vancouver and other communities have indicated that they would like to see regulations to restrict the use of single-use items in the District of West Vancouver;

AND WHEREAS over the past 10 years there have been several UBCM resolutions calling for the Province of British Columbia ("the Province") to regulate single-use items, including UBCM Resolution B126 in 2018, which read:

Therefore be it resolved that the Province of British Columbia develop a provincial Single-Use Item Reduction Strategy as part of a provincial Zero Waste Strategy, which would include but not necessarily be limited to plastic and paper shopping bags, polystyrene foam cups and polystyrene foam containers, other hot and cold drink cups and take-out containers, straws and utensils, but would exclude all single use items needed for medical use or for people with disabilities.

AND WHEREAS the Province has not acted to restrict the use of single-use items at the provincial level, and responded to UBCM Resolution B126 as follows:

The Ministry commends the actions taken by local governments to develop single-use item strategies and other related initiatives to reduce plastic in the environment.

AND WHEREAS Metro Vancouver has taken the position that it does not have jurisdiction to regulate the use of single-use items;

AND WHEREAS several municipalities in British Columbia recently have acted or are in the process of acting to restrict the use of single-use items, including Victoria, Squamish, Salmon Arm, Qualicum Beach, and Tofino;

AND WHEREAS the ability of municipalities to regulate to protect the environment is specifically circumscribed by s. 9 of the *Community Charter*, S.B.C. 2003, c. 26, which states that a municipality may not adopt a bylaw for the protection of the natural environment unless the bylaw is established in accordance with a regulation made by the Province, is established in accordance

with an agreement by the Province, or is approved by the Minister responsible (and there are no applicable regulations, agreements or approvals);

AND WHEREAS, as a result of the *Community Charter*, the ability of municipalities to regulate the reduction or banning of single-use items may be constrained and is uncertain even after the British Columbia Supreme Court decision in *Canadian Plastic Bag Association v. Victoria (City)*, 2018, BCSC 1007 (which is under appeal);

AND WHEREAS even if the City of Victoria prevails in the legal challenge under appeal, different bylaws regulating single-use items in different municipalities may still face costly and time-consuming legal challenges given the uncertain legal context;

AND WHEREAS municipalities should have clear and unambiguous jurisdiction to pass bylaws to protect the natural environment on matters wholly within the boundaries of the municipality and that do not adversely impact the interests of other municipalities or other levels of government and, more specifically, every municipality should have the jurisdiction to regulate the use of single-use items within the municipality at it sees fit;

THEREFORE BE IT RESOLVED THAT:

- (1) The Mayor, on behalf of Council, request that the Province enter into an agreement to allow the District of West Vancouver (and any other municipality that so chooses) to regulate reducing and banning single-use items within the municipality; or pass a regulation which has the same effect; or that the Minister responsible give his or her approval to bylaws which attempt to regulate or restrict single-use items within municipalities that pass such bylaws; and
- (2) The District of West Vancouver submit a Resolution to the Union of British Columbia Municipalities (UBCM) for consideration at the 2019 annual UBCM convention requesting that the Province specifically allow municipalities to regulate or restrict single-use items by the Province's agreement, by regulation, or by approval of the Minister.


MOVER: Councillor Cameron


SECONDER: Councillor Gambioli

Information Supporting the Notice of Motion

Community Charter, S.B.C. 2003, c. 26, s. 9

Canadian Plastic Bag Association v. Victoria (City), 2018, BCSC 1007

2018 UBCM Resolution B126

From: [Ron McLaughlin](#)
To: [Shawna Gilroy](#); [Peter DeJong](#)
Subject: Fw: Kelvin Grove beach
Date: Wednesday, July 3, 2019 5:04:37 PM

FYI

Ron McLaughlin

Mayor

The Village of Lions Bay

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

Tel: (604) 921-9333 | Cell: (604) 353-7138 | www.lionsbay.ca

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From: Nattalia Hadden [REDACTED]
Sent: Wednesday, July 3, 2019 4:25 PM
To: Council @ Lions Bay
Subject: Kelvin Grove beach

Dear Council,

I have been frequenting the smaller of the two beaches in Kelvin Grove for 25 years! I just love it there. However over the past two years there has been an accumulation of logs that have completely restricted the beach and made it quite dangerous. On Sunday my son decided to try to push out one of the logs, he succeeded but is suffering the consequence of muscle pain!

That is of course not your concern, but, the fact is, most municipal beaches clear away these logs for obvious reasons. Ambleside does this every spring. I'm afraid that this beach, which has become discovered by the internet as one of the hidden secrets of BC, is now a dangerous site.

In that you are charging 3.00 an hour for parking, can't you create a budget to tow the logs out, or rent the kind of saw the guys use to chop up the logs on Ambleside?

I'm hoping you will come to some agreement that this problem poses a liability for the Village of Lions Bay and should be addressed before something tragic happens.

Thanks for your time and attention,

Nattalia Hadden

From: Norman Barmeier
Sent: Wednesday, July 10, 2019 10:48 AM
To: Peter DeJong <cao@lionsbay.ca>; Council @ Lions Bay <council@lionsbay.ca>
Subject: FW: Cameras That Automatically Issue Speeding Tickets Are Being Installed In This Canadian Province

Please include in correspondence for next meeting.

From: Hilary Anderle [REDACTED]
Date: Wednesday, July 10, 2019 at 10:42 AM
To: "[REDACTED]" [REDACTED] >
Subject: Cameras That Automatically Issue Speeding Tickets Are Being Installed In This Canadian Province

I thought you would be interested in this story I found on MSN: Cameras That Automatically Issue Speeding Tickets Are Being Installed In This Canadian Province <http://a.msn.com/01/en-ca/AAE8t0g?ocid=se>

Sent from [Mail](#) for Windows 10

Norm

This would be great to get on Hwy 99 going through our village.

H.

NARCITY

Cameras That Automatically Issue Speeding Tickets Are Being Installed In This Canadian Province

Allysha Howse

1 hour ago



© Jevanto | Dreamstime.com

In the age of ever-expanding technology, the BC government has announced that they are putting a new product to the test throughout the streets of their province. It's been announced that [BC speed cameras](#) that are capable of issuing automatic speeding tickets to drivers who go over the limit are now in place. While they are currently only being tested in some locations, these safety cameras can be expected to go into full operation later this summer.

According to [CTV](#), the BC government has confirmed that these safety cameras are already being tested in 35 intersections around the province. This new technology is able to detect when someone is going over the speed limit and will be capable of automatically issuing speeding tickets to the registered owner of the vehicle.

However, the cameras aren't being used to fine speeders just yet. The Ministry of Public Safety and Solicitor General told *CTV* that while some of these cameras are installed, they are currently undergoing 'equipment testing at ISC speed sites'. These cameras aren't expected to actually be in operation until later this summer.

By then, speeders may start to get ticketed for speeding through popular intersections throughout the province. However, it is not yet clear exactly how fast a driver has to be going in order to trigger these cameras.

These safety cameras will be in a variety of areas in BC including Vancouver, Vancouver Island, Abbotsford and Richmond. You can view the full interactive map of locations [here](#).

CTV states that around 10,500 vehicles are caught going 30km/hr over the speed limit each year throughout BC. More than 900 crashes a day are also being recorded. This program is an attempt to curb the amount of speeding that is occurring throughout the province.

This won't be the first province to put an initiative like this in place. At the beginning of 2019, the [City of Toronto](#) announced that it would be adding photo radar cameras around the city in an attempts to limit speeding.

The city planned to install cameras in more than 700 locations across the city, mostly in school zones and neighbourhoods with reduced speed limits.

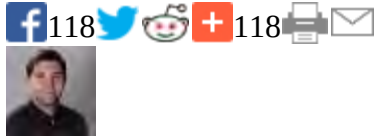
These cameras throughout Toronto are also capable of issuing speeding tickets to the registered vehicle owner after a car is spotted going over the limit.

**Disclaimer: Cover photo used for illustrative purposes.*

Speeders beware: New tech being tested at some of these B.C. intersections



Provincial Health Officer Dr. Perry Kendall believes cities should adopt a default speed limit of 30 km/h to cut down on pedestrian fatalities. July 6, 2017. (CTV)



[Dario Balca](#), Associate Producer - Digital Content, CTV Vancouver

[@DarioBalca](#)

Published Tuesday, July 9, 2019 12:28PM PDT

Last Updated Tuesday, July 9, 2019 5:36PM PDT

The B.C. government has confirmed it is now testing technology capable of issuing automated speeding tickets, but it isn't being used to fine speeders quite yet.

Officials with the province announced in May that the government would be outfitting 35 of the 140 intersections in the Intersection Safety Camera program with tech able to automatically

send a ticket to the registered owner of a speeding vehicle.

Related Stories

- ['It's definitely a cash grab': Critics weigh in on automated speeding tickets](#)
- [Interactive map: Which intersections are getting automated speed enforcement?](#)
- [Drivers beware: Automated speeding tickets coming to 35 B.C. intersections](#)

The government has revealed the location of the 35 traffic cameras, but has not disclosed the speed threshold that will trigger automated enforcement.

- **Scroll down [or click here](#) for an interactive map of affected locations**
- **[Read more: Automated speeding tickets coming to 35 B.C. intersections](#)**

In an email update on Tuesday, the Ministry of Public Safety and Solicitor General said the technology won't be in operation until later this summer, but confirmed "equipment testing at ISC speed sites is ongoing."

According to the government, the ISC program reported an average of 10,500 vehicles a year going at least 30 km/h over the posted speed limit.

"We have a record number of crashes happening - more than 900 a day in our province - and about 60 per cent of the crashes on our roads are at intersections," Minister of Public Safety and Solicitor General Mike Farnworth said back in May.

Opponents say the program is effectively bringing back the days of the controversial photo radar technology, even though the government isn't using that term to describe the initiative.

"You can put any kind of lipstick on a pig. It is photo radar. It is de facto convictions that are sent in the mail after the fact to the owners of vehicles, placing the onus on the owner to prove innocence versus the state to prove guilt," said Ian Tootill, one of the founders of Sense BC.

Sense BC fought against photo radar in the 1990s, eventually helping get rid of it when it gathered more than 25,000 signatures in a petition.

Tootill said drivers will react in the same manner this time as well.

Use this interactive map to see if any of your regular routes are affected. Viewing this on our mobile beta site? [Tap here for a compatible version.](#)



[Report Error](#)

From: [Ron McLaughlin](#)
To: [REDACTED]
Cc: [Municipal](#); [Peter DeJong](#); [Shawna Gilroy](#)
Subject: Re: For next meeting agenda: new parking measures
Date: Thursday, July 11, 2019 11:32:01 AM

Hi Karl. I apologize for the very late response to your emails.

To your note below of June 6th, I do not believe that Council took note of the subtle difference between "annual permit" to "resident parking."

To your note of June 24th, you addressed this to me personally and I will be responding to you personally momentarily.

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

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From: karl.buhr@gmail.com [REDACTED]
Sent: Thursday, June 6, 2019 9:53 AM
To: Council @ Lions Bay
Cc: Municipal; Peter DeJong
Subject: For next meeting agenda: new parking measures

Hello Council,

I was disappointed to learn that Council has reverted to the old in-vehicle parking permit. As you know, the non-removable format was to allow permits to be mounted *outside* the vehicle, in one standard location to increase enforcement efficiency, so that BEOs could do more useful tasks. Being out of the driver's sight and non-transferable were added bonuses (yes, the appeal that holders only transfer their permits to other residents made me smile). I can also see no meaningful benefit and several problems with the new multi-year validity, and I hope there are few repercussions to needing to now remove last year's

decal, rather than simply place new editions on top.

Here's my question. You changed the "annual permit" wording back to "resident permit." "Annual" was carefully chosen to counter any suggestion of privilege and elitism. And just as well, since you will recall media interest that started out negative when we introduced pay parking (<https://vancouver.sun.com/news/local-news/lions-bay-pitches-pay-parking-pilot-project-to-deal-with-the-zoo>). Yet here we are with "residents get free parking at a public amenity." Did Council intend to eliminate this subtle yet important feature?

Without a holistic plan for parking yet (other than the draft from 2015, now being undone), you are reduced to ad hoc measures. These are unfortunately in the wrong direction.

Regards,
Karl

From: [REDACTED]
Sent: Monday, July 8, 2019 8:45 AM
To: Council @ Lions Bay
Cc: Municipal
Subject: Harvey Tank project questions

Hello Council,

I write, as a well-informed member of the public, in hopes that any response can accompany this note's appearance in your next meeting agenda's Correspondence section.

As the instigator of the "Four Tanks" project* while Mayor, I was of course pleased when a contract to deliver at least part of the project was awarded earlier this year. In case it's not obvious why I would be pleased, I'll remind you that this was after all one of the main issues I was elected on in 2014, all of which I worked hard deliver. As you know, the original Four Tanks project was scoped at \$2.71 mil., and would have been the biggest single project ever undertaken by Lions Bay. It was successfully 83% grant funded under the Clean Water/Wastewater Fund, particularly when voters in a 2016 referendum resoundingly approved debt funding of the community portion of infrastructure projects.

Staff-suggested, IC-recommended and Council-approved scope changes took the project to a \$3.5 mil. estimated budget, with Council approving required additional debt and reserve funding within the 50% cap it had undertaken. Unfortunately, despite a supposed Class A estimate from AECOM, the only conforming bid on the final scope came close to \$8 mil., and the project had to be terminated as fiscally impossible.

Council never resolved to spend anything more that the originally budgeted amount of \$2.71M (\$2.25M grant and \$460K Municipal). The recommendation from the IC after the presentation by AECOM of the additional optional upgrades resulted in the following resolutions by Council on September 12, 2017 (***emphasis added***):

D. Committees

i. Infrastructure Committee – September 6, 2017 Draft Minutes

The Infrastructure Committee brought forward a recommendation to Council by AECOM at their September 6, 2017 meeting; Council discussed and passed the following resolutions.

Moved/Seconded

THAT the Infrastructure Committee Draft Meeting Minutes of September 6, 2017 be received for information

CARRIED

Moved/Seconded

- 1) THAT Council approve Option 2 of the tank configuration options (replace Harvey and Highway Tanks and remove Tanks 4 & 5 from the system) and tender both regular and pre-stressed concrete options;
- 2) THAT Council approve proceeding with the 3 additional options for the system as outlined in the second report (upsizing Harvey Tank to compensate for Magnesia Tank size deficit, autoswitching between Harvey and Mag, and interconnection piping), **provided the overall cost can be brought within the project budget;** and
- 3) THAT Council direct and authorize staff to proceed with the project on the foregoing basis and instruct AECOM accordingly.

CARRIED

At that time, it was not known where the anticipated bids would come in and it was hoped that there would be room left to include these things. If we had received a tender which was close but required the expenditure of additional monies by the Municipality, then certainly, the conversation to increase the Municipal portion of funding up to 50% of an increased project budget as suggested by then Mayor Buhr would have been further explored. Unfortunately, the sole bid received at \$6.9M did not put us in any position to even consider furthering that conversation. Lions Bay, like many other local governments, were the victims of bad timing in terms of a perfect storm of negative factors resulting in that sole, inflated bid.

As a result, we had to scale back the project to ensure its primary component (replacement of the seismically challenged and deteriorating Harvey Tank) was accomplished, and we applied separately for grant funding for some of the remaining components of the original project. If we don't get the grant for the remaining components and if we have funding room left over under the original CWWF grant, we'll certainly be making the argument that we should be permitted to use that funding room because it's essentially part of the original scope of work and ought to be eligible. Even if we do get the grant for some of the remainder components, we would look closely for other components (eg: Highway Tank) that were intended to be part of the original project. Of course, we will try to maximize the benefits available to Lions Bay, but it will be a work in progress as things unfold.

A much smaller new project, replacing the Harvey Tank with a steel rather than concrete vessel, was tendered a year later, and is the one awarded this year, on a bid of \$1.8 mil. If that's a good price for everything the community does and doesn't get I don't know, but I do know, if I read the 2018 Annual Report right, that Lions Bay's 17% of the original \$2.71 mil. has already been funded with \$461,000 in new debt. Here are my questions.

1. Part of the \$900,000 difference between the funded \$2.71 mil. and the \$1.8 mil. bid will go to design and other costs, but I trust not all of it will. Can you advise me, and the public, the final estimated cost of the project you are working toward? Since we don't want to leave funded grant and debt money on the table, what is planned to happen

with the rest of the \$900,000? Another qualifying project? Unused grant funding would presumably have to be returned (not great), but can you assure us that any unused debt portion will not end up in reserves, as happened to the previous debt funds not needed for the water treatment facility project? In other words, can unused debt funds be immediately repaid?

The contract with Industra is for \$1,666,061 + GST, but that amount doesn't include our engineering costs (which are significantly higher than anticipated due to the IC and Council supported efforts to maximize the value of the project for Lions Bay by pursuing the best long-term options cited in the minutes above), potential change orders and other costs associated with the project. We will have to assess our position as the current project nears completion and see whether we get the ICIP grant for some of the original components that had to be pared from the main project and whether the province and feds will allow us to reallocate remaining funds, if any, from this project. As noted above, we will attempt to maximize benefits for Lions Bay.

2. The Mid-Bayview road, water main and drainage project** is as vital as ever. With the \$48,000 (?) design already funded by taxpayers, Council had planned to apply to the Environmental Quality Program for its funding, even before an emergency fix that had to be funded from reserves. But on the advice of Urban Systems and staff, Council acquiesced in applying to that program as well as the Green Infrastructure Fund for uncompleted items from the Four Tanks project instead. Can you please advise where we stand on this funding, on the outstanding Four Tanks items, and on the Mid-Bayview project, including utilising an internal loan from restricted funds recently raised from sale of public land?

The Bayview design was funded in part through a \$10,000 Infrastructure Planning Grant, so the net cost was about \$37,400. Based upon expert advice from Urban Systems, we were advised that the Bayview project within the context of an underfunded, oversubscribed ICIP grant opportunity would likely be rejected and that the balance of the water tank project had a higher appeal and was more likely to succeed. At present we are still awaiting word on the ICIP grant application and the Bayview project is tentatively ranked next highest for any upcoming grant opportunities. The Municipal portion of funding for that project has always been expected to come from loan authorization funding.

3. Midway through scoping the original Four Tanks project, Council was advised that using demolition waste to expand the parking lot at Lions Bay Field could cost as much as \$200,000 and that hauling it away was the only economic option. Not too much to my surprise, a subsequent estimate showed hauling it away would in fact cost \$400,000, but that given the time now left before going to tender, the only option was to dump it, and dump it within the Village. You may recall me being irked at the time. But my read of recent Village Updates is that demolition waste—now of the Harvey Tank alone--will be hauled away again. Can you advise me and the public of the main headings of the current Council-approved project plan as it effects the current and future community?

We did not know what the costs of hauling would end up being but using the broken up concrete to expand the school parking lot was not a straight-forward exercise and would've required substantial engineering and machinery costs to grind the material to a compactable substrate. Neither the inflated original bid, based on demolition of 4 tanks, nor the current Industra bid for the Harvey Tank broke out the cost of hauling away demolished concrete. In both cases, burying it on a site up the hill from the Harvey Tank was an optional item to reduce the cost of the project. The cost savings for this option in the Industra bid was only \$20,000 and, with that site being proposed for a new cell tower, it was advised that the material would not be suitable for the tower foundation.

4. Finally, although to my knowledge cellular signal strength studies have not yet been performed to site the two contemplated cell towers, the CAO has advised that the pad and power and data connections for the future cell tower will be constructed separately, possibly at a site "up the road," rather than at the secure Harvey site now under construction. Further, the PWM advises that no provision is in fact being made for a future filtration pack at the site. Has Council carefully considered these short-horizon decisions?

As noted above, the proposed cell-tower site is within the Municipality's boundaries at a higher elevation than the treatment plant. The treatment plant site is already constrained, and the installation of a cell tower and related equipment storage facilities would not fit on the tank site, especially considering operations and maintenance tasks required for the new tank.

The provision for a "future filtration" pack was not part of our grant application and hence is not part of the project. This idea was never brought up during project discussions with the IC or Council. Without specific knowledge of the type of filtration membranes or manufacturer of a filtration system, the design of any provision would be ineffective and would likely be a waste of money.

Moreover, designation of one treatment plant and decommissioning of the other was an option that was reviewed and dismissed by the IMP. Moreover, filtration at one designated primary plant was estimated in the IMP to cost \$5,000,000. Based upon the current markets as experienced when we tendered the tank replacements, this cost may have doubled by now. If we kept both plants, double it again. The question then becomes how we would pay for it and how high is it on our priority list. Vancouver Coastal Health is currently willing to work with us regarding exemption on filtration – this allows us the opportunity to address much higher priority items and deficiencies with our system as identified in the IMP.

Regards,
Karl

*You may recall that the project's original scope was replacement of the 1.8 mil. liter Harvey tank with a new 2.3 mil. liter concrete vessel (larger to accommodate a newly recognised deficiency in fire reserve capacity), replacement of the obsolete Highway, Phase IV and Phase V tanks with pressure reducing valves and appurtenances, and in-house demolition of the abandoned Sunset and Brunswick tanks.

*Through the Infrastructure Master Plan (IMP), staff had identified (with the concurrence of the Infrastructure Committee and Council) the replacement of the Harvey Tank (and related infrastructure) as the highest priority matter to be addressed first through infrastructure grants and the loan authorization bylaw. Originally, the 4 tanks were to be replaced with 4 steel-glass fused tanks. It wasn't until after AECOM were retained as the engineers for the project that alternatives were examined such as using concrete for the main Harvey Tank and PRVs in place of Phase IV and V tanks. The non-potable Brunswick tank was not to be demolished as it continues to provide value as an additional fire fighting reserve.

**This project addressed drainage and camber on a 700 meter stretch of mid-Bayview that is slumping downhill, at the same time upsizing the water main under the road that was discovered--after the IMP was completed on the basis of incorrect pipe size data--to not provide the required fire flow to the school.

**The design of the Bayview Road and Drainage improvement project was initiated in January of 2017 and is based upon a high priority assessment from the Infrastructure Master Plan. The project consisted of a redesign of the Bayview road stormwater conveyance and road from the intersection of Mountain Drive and Bayview down to Stewart Road. During the design process, resident feedback was obtained and incorporated into the design process and the drawings were also circulated to the Infrastructure Committee. This work predates the initiation of the Harvey tank project for which the engineering component went to tender in April of 2017. During the review and analysis phase of the works by AECOM, the tank project engineers, water modelling work identified two significant issues: the first being that the Magnesia Creek reservoir did not have adequate fire supply volume, and the second being that the watermain on Bayview road was undersized and unable to convey the requisite fire flow to the Lions Bay Community School. In February of 2018, Council approved a budget to have ISL incorporate a water main design into the already completed Bayview road design with the notion that the complete project (road, water, and storm) would be used in any applicable ensuing grant opportunities.

From: [Shawna Gilroy](#)
To: [Shawna Gilroy](#)
Subject: FW: Code of Conduct
Date: Thursday, July 11, 2019 2:36:24 PM

From: Ian Mackie [REDACTED]
Sent: May 30, 2019 06:11
To: Council @ Lions Bay; Fred Bain
Cc: [REDACTED]
Subject: Fwd: Code of Conduct

Mayor and Council

> I am writing on behalf of the Members of the Board of Variance in regards to the Code of Conduct.
> The Members of the Board have recently been asked to sign the Code .
>

> A review of the Code shows that it purports to set out standards of conduct for Members of ,
> inter alia, the Board of Variance.

> The duties and obligations of Members of the Board of Variance are established by the provisions of the Local Government Act and the court decisions that apply to the duties and obligations of Members of the Board of Variance. To the degree that the obligations set out in the Code of Conduct conflict with the legal duties of Members of the Board of Variance they would not be enforceable against Members. This presents problems for Board Members who sign the Code.

> The wording in the Code is ambiguous. For example it states that " responsible conduct"
> is required of those who sign the Code. It goes on to state that responsible conduct is based on principles of integrity, accountability , respect , leadership and collaboration. It is unclear what any of this means.

> The Code sets out very nebulous concepts that are not clearly applicable to the duties of the Board of Variance . For example the Board is called upon to determine issues between neighbors and others where there is a party who succeeds in getting what they want while other parties may not get what they want. There is no room for collaboration (whatever that is) in such a situation.

> The Code has a paragraph on the first page that requires its provisions to be :

> "developed , interpreted and applied by (inter alia) Board of Variance Members in a manner that is consistent with all applicable Federal Provincial Laws as well as the bylaws and policies of the Village of Lions Bay , the Common Law and other legal obligations..."

> This object appears to be impossible.

>

> The definitions on page 2 are loosely worded and thus can be meaningless. For example, what are "strong ethical principles"? What constitutes strong? How do you define honourable? I could go through the rest of the definitions to demonstrate the problems that they present however time does not permit that.

>

> The bottom line is that the Code is of no assistance to Board Members. Rather it presents a basis for disgruntled individuals who appear before the Board and are not successful in obtaining their desired goal to commence a complaint process against Board Members. This would seriously undermine the independence of the Board in carrying out its duties. Board Members who are

volunteering their time are not prepared to engage in a lengthy time consuming and potentially expensive investigation of perceived breaches of the Code by Members of the Board.

>

> The Code is of no benefit to Members of the Board; in fact the Code can be a significant impediment to the Board Members carrying out their duties as established by the provisions of the Local Government Act and the Common Law.

> Sincerely

> Ian D. Mackie

> Chairperson and spokesperson for the Board of Variance

**ON-TABLE
ITEMS**

Q	TRANSIT SURVEY RESPONSES		
1	I live in:		
	Kelvin Grove	30	
	Central Lions Bay	129	
	Brunswick Beach	8	
	West Vancouver	2	
	Other	1	
2	If other, please specify (I live in):		
	Left Blank	168	
	User entered value	2	
	Average submission length in words (ex blanks)	3.5	
3	I reside within:		
	300 meters or less of a bus stop	39	
	500 meters or less of a bus stop	46	
	750 meters or less of a bus stop	32	
	1000 meters or less of a bus stop	23	
	over 1000 meters from a bus stop	30	
4	I use the 262 Lions Bay Community Transit Bus:		
	5-7 days per week	23	
	3-4 days per week	24	
	1-2 days per week	25	
	1-3 days per month	64	
	Never	30	
	There's a bus?	1	
5	I use the bus to: (click all that apply)		
	Go to and/or from work outside Lions Bay	59	
	Go to and/or from work inside Lions Bay	3	
	Go to/from school/university	32	
	Access medical services	36	
	Access shopping services	75	
	Access sports/recreation services	50	
	Access leisure activities	93	
	Visit family and/or friends	70	
6	My principle destination on the 262 bus is generally:		
	Lions Bay (do not select this if you are a Lions Bay resident)	2	
	Horseshoe Bay	37	
	Caulfeild	9	
	Park Royal	29	
	Other West Vancouver	7	
	Downtown Vancouver	52	
	Other Metro Vancouver	10	
7	If other, please specify (principle destination):		
	Left Blank	152	
	User entered value	18	
	Average submission length in words (ex blanks)	4.44	
8	My next most frequent destination on the 262 bus is:		
	Lions Bay (do not select this if you are a Lions Bay resident)	1	
	Horseshoe Bay	24	
	Caulfeild	21	
	Park Royal	45	
	Other West Vancouver	14	
	Downtown Vancouver	32	
	Other Metro Vancouver	8	
9	If other, please specify (next most frequent destination):		
	Left Blank	157	
	User entered value	13	
	Average submission length in words (ex blanks)	4.77	
10	I generally come to Lions Bay from elsewhere to: (click all that apply)		
	Go to Kelvin Grove Beach	7	
	Go to Lions Bay Beach	11	
	Go to Brunswick Beach	4	
	Go hiking within Lions Bay	6	
	Go hiking outside Lions Bay (i.e. above and/or beyond)	3	
	Work	9	
	Visit family and/or friends	17	

	Other	13	
11	If other, please specify (I come to Lions Bay from elsewhere to):		
	Left Blank	157	
	User entered value	13	
	Average submission length in words (ex blanks)	2.23	
12	My trip generally involves:		
	0 transfers	13	
	1 transfer	76	
	2 transfers	37	
	3 or more transfers	12	
13	If I could add more service hours for the 262, I would add them to:		
	Morning peak period	6	
	Afternoon peak period	7	
	Both morning and afternoon peak periods	24	
	Friday and Saturday evenings	12	
	Sunday to Thursday evenings	12	
	All evenings	43	
	All of the above	31	
	Other	12	
14	If other, please specify (if I could add more services to the 262):		
	Left Blank	138	
	User entered value	32	
	Average submission length in words (ex blanks)	9.19	
15	The reason I don't use the Lions Bay 262 Community Transit Bus is because:		
	Left Blank	110	
	User entered value	60	
	Average submission length in words (ex blanks)	23.82	
16	I would use the 262 bus if:		
	Left Blank	124	
	User entered value	46	
	Average submission length in words (ex blanks)	15.46	
17	I use the 262 bus sometimes, but would use it more if:		
	Left Blank	107	
	User entered value	63	
	Average submission length in words (ex blanks)	22.78	
18	I use the Lions Bay Park and Ride for transit purposes:		
	Yes	42	
	No	89	
19	Any other comments?		
	Left Blank	108	
	User entered value	62	
	Average submission length in words (ex blanks)	53.44	

If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
						There was a better connection to downtown. Often the 262 and 257 do not connect well. It was a real shame when the peak hour bus from downtown to Lions Bay (with a stop at horseshoe) was discontinued.	
	YVR airport					There were more frequent service	Thank you for providing the opportunity to comment on this service!
				I am now retired but when employed, I used transit from the time Lions Bay was awarded it. We used to have the 259 and then the shuttle service arrived in about 2005 which was wonderful. I was the first passenger to use the C12 shuttle service from Lions Bay to Horseshoe Bay. Transit is vital. The only reason I seldom use transit now is because I am a home body with little need to go out since, as mentioned, I am retired.		I would use it daily if I was still employed.	We have to get people out of their cars. It would be good if Lions Bay Store could sell Compass passes or tickets. Am thrilled that bus service will be increased. This is great news.
				Because I am not allowed to take my e-bike. Not even with the battery pack removed. As in my view, the Sea to Sky is way to dangerous for biking, I have difficulties using my bike to commute in West Vancouver. BC Transit allows e-bikes with battery packs removed and reasons given by Trans Link why they do not allow it make no sense and very much contradict the encouragement for older citizens to enhance there exercise regime by using e-bikes.	if I could take my e-bike, I would use it very frequently to Pasco road as the first exit from the dangerous Sea to Sky		
				Limited range of hours covered. Not enough hours covered. Doesn't run late enough.		More hours covered and if it ran later.	
		Home					
			Afternoon peak AND Friday Saturday evenings		I would use the 262 bus if it was a lot more frequent and if it went straight downtown without a change at horseshoe bay or caulfield. Having to change buses makes it so much more efficient to use my car.	I work downtown and would use the bus to get home each evening if it were more frequent and if it came to LB without having to change in horseshoe bay. The current timings are too infrequent and inefficient with changes at Horseshoe Bay, so I drive my car instead. We would use transit to get to W Van on a Friday and Saturday evening if it were more frequent and didn't have the change in Horseshoe Bay. Currently we drive, leave the car outside the restaurant and then get a taxi home and then drive our 2nd car to pick the 1st car up the next day. So much unnecessary carbon dioxide from unnecessary journeys, if only transit was better from LB. I'm not sure a regular bus service is the best way to go for cost purposes, how about something similar to the Uber concept, residents can call for on demand transit to set locations, I think this would offer more service for the same annual cost and possibly reduce emissions.	I'm not sure a regular bus service is the best way to go for cost purposes, how about something similar to the Uber concept, residents can call for on demand transit to set locations, I think this would offer more service for the same annual cost and possibly reduce emissions.
				Right now it doesn't come frequently enough/takes too long.	It was an efficient way to get to/from downtown Vancouver, where I work 5 days a week. Specifically, if the 262 and 257 bus schedules synced up, to avoid a 20 minute delay outside of rush hour times (i.e.: 7 pm and after).	it were more frequent.	On two occasions I've waited for the 262 and it didn't come/didn't stop long enough to unload a bike from the 257 and get to the 262. On one occasion three of us were all stranded in Horseshoe Bay because the 262 didn't show up as scheduled. When I spoke with translink employees they commented that this situation wasn't unfamiliar. This is extremely frustrating, because it means the service doesn't work and its expensive to get a taxi to Lions Bay instead. Event like this discourage use.
			Saturday early morning to get to HSB		I would use it more if service was available early Sat am.	See above.	Great service. Friendly drivers!

If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
						I would use it more if it runs later in the evenings.	It is especially important to run the bus later on Sunday because people are returning from weekend holidays on the ferry.
			align bus arrival time to Lions bay after school care pick up hours (5:30 pm) so bus arrival should allow for 15 mins walking up			- Better aligned to Lions Bay school After school care hours (5:30 pm) if it would arrive on time from Vancouver to pick up my child at 5:30 pm. - Week night rides back into Lions Bay from Horseshoe Bay.	Keep up the good transit work and thank you very much.
			Extend Sunday evening service				
						I use 262 infrequently but would use it more if: - there was an increased frequency for the peak hour return from Downtown - it went to Park Royal	
Surrey			We need a bus that comes around 6 am to get beyond downtown Vancouver for work	I can't get to work in time because the 262 leaves Lions Bay around 7 am. That doesn't enable me to get beyond downtown Vancouver in time.	If it left earlier in the morning. A 6 am bus would be fantastic.		Please add an early morning bus at 6 am. I don't like the extension on the evening summer hours. That encourages partiers at the beach and park. It means we are listening to a large group of partiers at the bus time well past quiet hours in the village.
It's spelled Caulfeild, believe it or not	meaning I transfer at HS Bay to a bus that's not the 262	Go home	All evenings in summer	NA: I do	NA: I do use the bus	The schedule was more reliable, the drivers really wanted to pick me up rather than pretend they didn't see me.	The stop at the Hall is great for my drop off (my parents pick me up), and if its raining I don't mind getting there early to take the bus to Brunswick and then back to Lions Bay. But a bigger bus shelter at Lions Bay Ave would be really great. Maybe it could be shared with the school bus? It's inconvenient and unsafe waiting on the bridge.
						The bus ran later into the evenings 7 days a week.	This transit service is greatly appreciated. Having further service hours added would be ideal.
						I would use it more if there was more service and it ran later. Generally, I cannot plan to do things in the evenings because I won't be able to get back home in Lions Bay.	
						there were later buses add in the evening... a 9 pm bus would be great.	
						There were more night service and earlier as well. More stops, maybe to Park Royal.	
	Caulfield		Earlier mornings on sat/sun		Saturday and Sunday earlier times to get to work and activities	Same as above	Must have later times on all weekdays and sundays so kids can get back from friends and activities. Many parents(cars) are driving to horseshoe Bay after 730 to pick up kids
						if there would be more choices in the (early) morning (which would connect to the 257 in Horseshoe Bay and vice versa	Very happy with the temporary extended schedule over the summer - saving grace with teenagers in the house!

If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
	Lonsdale @ 15th, North Vancouver		Extend route directly to Park Royal and provide evening service on most days.				For medical reasons I am unable to drive; the bus is my only means of transport to shop for food or get to medical appointments. Given the number of non-driving elderly in my social circle who regularly need rides from generous members of our community I know I am *far* from being alone in being transit dependent and I strongly suspect that most others in my position do not have access to the Internet to make their views known. I ask that the village make an effort to reach out to the non-connected elderly population and canvas them on their views regarding transit in addition to conducting this survey. The most significant issue for me with the 262 is that the lack of evening service on most days means that I am unable to make it to the vast majority of social functions and cultural events throughout the week. The second most significant issue for me is that the infrequency of service combined with poor connections with the 257 (particularly in the morning) mean that most trips are far longer than is necessary. For example, hourly 262 service means that reaching an 11am appointment near Lions Gate Hospital involves leaving Lions Bay at 8:45am and waiting in North Vancouver for 50 minutes--a total trip time of over two hours. Similarly, returning to the village from Park Royal generally takes 1h7m and involves a 30 minute wait in Horseshoe Bay. (While it is theoretically possible to get a closer connection from the 257 at Horseshoe Bay, it is not advisable as the 257 often passes up, and/or runs late, due to heavy passenger loads). Finally, the demise of the 259 (express service from downtown) has been a huge blow as it means there isn't a fully reliable way to get home in the event of major traffic disruption (e.g. first narrows bridge closure). With the 259, if I was on the bus while it was stuck in traffic I would get home eventually; without the 259 in the event of an afternoon/PM peak bridge closure the last 262 will have left Horseshoe Bay by the time it is possible to get to Horseshoe Bay from downtown. At that point the only option is to spend \$25 on a taxi from Horseshoe Bay. If it were my choice, what I would like to see for the 262 extended to run hourly to Park Royal (on the upper levels via Horseshoe Bay and Caulfield but with no other intermediate stops) with evening service on most days. In the knowledge that this is pie-in-the-sky, however, evening service on more days would be most useful to me, very closely followed by service every 30 minutes during the day.
				I've tried to use this bus, and have only succeeded 1-2x. I was going to have a driving family member pick me up from the bottom of the hill, but at least 2x the 262 skipped its horseshoe bay pickup due to congestion at the 257. I complained to the company. Therefore, if I need to go somewhere I often have family pick me up from HSB, or Park Royal. I literally had to shake my cane at the 262 one time (I'm only 31, but needed back surgery at the time).	It was more reliable, and more frequent.		A bus stop further up Lion's Bay certainly wouldn't suck.
	I also need to go to North Vancouver.		Morning and evening weekends so non drivers and our youth can work weekends and still live in Lions Bay	I can't get to and from work 7 days a week.	It consistently operated 7 days a weeks so that young people and non drivers could work weekend shifts and nights shifts during the week and longer shifts in general.		If you don't drive it is a long walk to the bus stop but I don't drive which adds a 30 minute walk to and from the bus. Currently the only solution is to move out of Lions Bay or get a drivers license but then I wouldn't need the bus.
			all evenings				
	North Vancouver		Earlier buses on the weekend because they start late.			The bus was more than 1 bus every hour (say every half an hour) and the connections at Horseshoe Bay to downtown were more reliably integrated then it makes ridership more attractive. Coming from downtown to Lions Bay can take over an hour thereby making driving a more viable option.	The Park and Ride at Park Royal is a very convenient and efficient way to get to downtown and beyond but that is only an available option during day time hours and on the way back you can shop at Park Royal. It is not available for evening parking. If your journey takes more than an hour it becomes less attractive to take the bus. If the difference between driving and riding the bus is only 10 or so then the bus is a good option. The service was once excellent during the peak commuting period and mostly very reliable and the difference between driving downtown Vancouver and riding the bus was approximately 10 minutes thereby making bus ridership very attractive. Translink changed the timing of the buses which has increased travel times and thereby making the bus a less attractive proposition. If you need to get to work earlier than normal then the only option is to drive to the Park and Ride in Park Royal or drive and park downtown. It is not reality for most people to be able to arrange their working hours to fit in with the new Translink schedules and connections which were once very good when West Vancouver ran the buses. If Translink would like to encourage more bus ridership and get people out of their cars then making awkward schedules and journeys longer in duration is not the way to go about it.
		Park royal	Frequency on weekends			It came more frequently	

If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
				Too slow to get to downtown, Lonsdale, Park Royal. Plus, getting from Mountain Drive to the bus stop takes too long without in-village service.			
				Too slow to get to downtown, Lonsdale, Park Royal. Plus, getting from Mountain Drive to the bus stop takes too long without in-village service.			
						If it runs evenings	
			Please extend the evening service				
				It takes me half hour to walk to/ from the bus stop. After a long ride from downtown or Park Royal to then do a half hour walk up a VERY steep hill with shopping bags is too much.	I would use it more if the bus came further into the village to minimize walking distance to and from the bus stop	It fit with a commute to work. Sometimes the bus from downtown where I work gets me to Horseshoe Bay but I then have almost an hour wait for the 262 and have to pay again because the 1.5 hour Compass ticket allowance has expired. Also trying to get on a 257 from downtown during rush hours is difficult. They typically fill up in the first couple of stops and by the time they get to the end of Georgia they are full and you can't get on. I have missed the last 262 bus from Horseshoe Bay so many times that I can't trust the buses to be able to commute to work and so I have to take the car. Also I work on a Sunday morning starting at 9am and I have no choice but to get my partner to drive me in. If I was to take the bus, which I wish I could do, I wouldn't get to work until noon.	Barriers to using transit: Distance to bus stop from home Hour wait between buses Doesn't start early enough at weekends Doesn't run late enough for evening commute Doesn't always tie in with 257 at Horseshoe Bay
				I commute to work the other side of Vancouver. Is a 45 minute direct drive and I arrive at work by 7:30. Transit would not do this in a reasonable time or without many changes.			There was not an option for less than monthly. Very occasionally We use the bus to go into Vancouver. Maybe 3 or 4 times a year. Thats all.
				Its a 25 min walk up hill from the bus stop to my house, and the transfer at Horseshoe Bay is much less convenient than it used to be.		if was express to downtown vancouver at least at peak periods	We really meed Uber / left ride share or some local lions bay solution to this, Taxis from Vancouver are \$60 to \$70 there has to be a better way. If we had ride share I believe it would make lions bay more attractive as a place to live and commute from.
						In the past some drivers would be at the bus stop early but if nobody was there they would take off. A couple of times my daughter would take the bus but no bus showed up. When I called to complain I was told sometimes drivers call in sick and are not replaced quick enough. The bus runs once per hour so if you have a job to go to or Doctors appointment you will not be very happy. I haven't heard anything bad lately but I don't ride the bus that often.	
West Vancouver Rec Centre						The connection in Horseshoe Bay and Caulfeild to the 262 is terrible. You can end up waiting an hour in either place just to get to Lions Bay.	We absolutely do NOT need to increase transit hours during the summer, especially in the evenings. All this does is allow huge groups of teenagers from outside Lions Bay to party late into the evening. On a daily basis we see gangs of 50 or more teenagers at the Kelvin Grove bus stop waiting for the 262. They never all fit on the shuttle so they end up standing around. They climb on the bus shelter, vandalize the shelter with graffiti and leave their garbage everywhere. These are NOT Lions Bay residents taking the 262 at this time.
		come home				I would use it more if it runs later, very happy this is the case in the summer.	
			More then once every hour		It would come on time and it was more often		I was 10 minutes early for my bus and then it never came so I had to wait for the one an hour after
				The bus does not come very late, and I often get stuck in other places because I missed the last bus to lions bay, and if you miss a bus you have to wait and hour for the next one.	If the bus had later and more frequent stop times.		
				Too infrequent to be practical		it ran more often	

If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
	Bowen Island (and often Park Royal; involves a bus change)		To both the West Van rec centres and Park Royal			I would use the 262 service more often if there was a shuttle service to my door (perhaps "on call" as I believe happens on Bowen Island)	A shuttle type of service to and from the bus stops at Kelvin Grove, Central Lions Bay and Brunswick would be helpful for many seniors (and others). This could be an extension of the transit service, or be by an internal local service
				We have very young children. The route is too long and not frequent enough to be helpful. Would like to use it in the future to go downtown for dinner or to sporting events.	It ran more frequently and had a more direct route.	It ran more frequently and had a more direct route.	
			There is a cost to low ridership and I could see Sun.-Thur. evening ridership only for the summer, say June - August inclusive.	Most destinations I go to would take too long to get to by bus as they are far.			The bus at the current level appears adequate. Sun-Thur. over the summer would be a significant enhancement.
				I used the bus extensively in the fall of 2017 and found the service in the mornings and evenings sketchy. I was left more than once sitting in Horseshoe Bay with no connecting bus or waiting an hour or longer.	Cater to people who work downtown. When the stars aligned I could get from my house in Lions Bay to my office in False Creek in 50 minutes! That was awesome but too often connections were not reliable.		I have adult kids who do not drive who would definitely use the service if it was more regular and reliable.
airport		home	mid day connecting to a downtown express at horseshoe bay	I usually go into North Vancouver & make many shopping stops with lots of things to carry. The Horseshoe Bay bus seems to be too busy, so Lions Bay bus connection is a problem. West Van. & Downtown buses are often too full or standing room only. Sometimes we want to bus for events downtown, so we drive to Park Royal. Parking at Park Royal closes at night. Also, from Park Royal to Vancouver is often more expensive than driving if you are travelling with 2 people or more.		If it connected to a downtown express bus in horseshoe bay at 10 or 11am.	We are retired so we do not commute.
airport							
				I use the 262		More buses ran after 6:00pm on week days	
				I use the 262		More buses ran after 6:00pm on week days	
				I use the 262		More buses ran after 6:00pm on week days	
				Difficult schedule with work hours and location		I do use it for trips to Horseshoe Bay but not often	Although I don't use transit often, I do like the schedule it is today
I do not use the bus				When I need to go to town it's because I buy a lot of groceries. I cannot carry all what I buy.	n/a	n/a	
						The buses it connected with had more bicycle carrying capacity. I would prefer to get to Park Royal, then cycle to other destinations, but getting a bike onto the express bus (257) isn't assured. I can cycle faster than Bus 250 with all its stops, so taking that isn't a good option.	Having a "family pass" would be excellent where the overall trip cost for everyone in a defined family is capped at a rate lower than it costs individually. As it stands now, cost savings between driving oneself and using public transit are narrowed when each additional member of my family comes along on the bus. That, too, reduces my use of the service - one I use with the hope it's better environmentally as well as means there's one less vehicle on the road.
							The service meets our needs. We often see the bus empty at the Brunswick stop and wonder how often the 262 is actually used.
							Thanks for pursuing this. Better late evening services would be helpful.
				the stop is at the bottom of the hill and the walk is too far	somehow it stopped closer to my house		

If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
airport yvr	north and west vancouver					If it ran more frequently and if it synchronized better with connecting buses in Horseshoe Bay--often significant waiting	
			More frequent service (every half hour as opposed to every hour)				
							I currently use my car for travel as I try to combine visits to several places once I am in West or North Vancouver. However, I am sure to be using the bus more if my driving abilities become diminished.
				Often does not go late enough or start early enough, and does not depart frequently enough. I often end up having to stay elsewhere.	It left more frequently and had extended hours. Reintroducing the express from downtown would also be an asset.	Once again, if service was more frequent and had both earlier and later hours.	
				When I go to the North Shore or into Vancouver I am usually going to multiple places and it wouldn't be convenient for me.	I was just going to Horseshoe Bay or Caulfeild		
		(I live in Lions Bay.)	Also, weekend daytime, esp. earlier start to service on Sat / Sun				I love that I can get to and from Lions Bay with the 262; but it would be nice if the 262 schedule were taken into account when changes are made to the Downtown-to-Horseshoe Bay routes (esp. the 257). Also, I miss the direct (259) service to and from downtown since it was discontinued a few months ago - that was very quick and convenient.
						the bus driver was stopping at all stops on route, the bus ran after 6pm on weekdays not just weekends.	
				Other options are better Not suitable for other than transportation (ie. groceries)			I believe that bus service is important for many people - young adults, seniors lacking alternatives, one time users (airline connections). Although it may be selfish - I am concerned with bringing outsiders into our community (ie. beach, cliff diving, nude beach.....possibly other questionable activities), and I do recognize that our young people want to have their friends to be able to come to their community. Like most questions there are two sides and a whole lot of grey area between.
							The first trip to HB in the morning is usually more than 5 min. late, often not catching 257, have to wait for the next one. Coming back, the transfer in HB is a challenge, as 262 never waits for incoming 257 from Van.
				We have a dog that travels with us. We also go to town for shopping and it is difficult to bring materials home on a bus			
			Weekend mor				
			Weekend mornings it's retarded that you can't get Down to Vancouver on a weekend morning eArly	It's often late Never runs on weekend mornings which is the only time I would need to use it Takes far far far too long to get anywhere if you need to. 1.5-2 hours to Downtown in traffic vs 45 minutes by car is retarded	I actually don't think I ever would as I can't rely on it		Opt out of translink Stop paying for their shitty service Take the money Buy two minivans Hire a bunch of retirees that live In the village and make it a free ride share program with regular service and an on demand during peak hours Tell translink and their overtly expensive models to take a hike
				On the few occasions where I tried to ride, I waited so long I got sympathetic car rides	More frequent and faster connect times. Waiting at Horseshoe Bay has forced me to take a cab.		What about that high quality train line? If this was Europe there'd be a train station and trains running every 15 minutes into the city!
The question is not clear; 262 only goes as far as Caulfeild. I take 262 to HSB where i jump on 257 to go to Downtown		N/A	WOuld be great if it ran every 30 minutes during peaks; Today my 257 was late so had to wait almost an hour in HSB...				I hope more Lions Bay residents use the bus...i believe they will if more reliable and more frequent.
						more frequent service	

If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
			Rush Hour getting to and from work and Eves on Weekends.	To get to and from work should not take the time it does because of the transfers often. I spoke to both West Van and Translink and they basically told me they do not even try and synchronise their schedules for the transfers. 2 different companies. I find this enraging.	If I could get to and from work during peak times.	If I could get to and from work during peak times.	Just that it should not take 1.5 hours to get to and from downtown. It takes me a 1/2 hour to drive. If they could get together on the transfers IE buses synchronised to meet other busses then it would be much better and an express just for the highway that goes between Taylor way and Squamish back and forth would make sense. Same with Weekend Eves. Need later. THX
							Although we mostly drive to and from Lions Bay, there are times when the bus is very useful.
						Its timetable was coordinated with 250/257 services at Horseshoe Bay.	I use Park Royal Park and Ride services because there are more options
				it is hourly which ends up controlling all the rest of your trip connections. it is also awkward making the connection at Horseshoe Bay to return to the village.	 t was more frequent.		
				Long wait time for each hour and buses don't showup on time or sometimes the 262 does not show up and at all!	I would use the 262 bus if there are more services during each hour but waiting for one hour and sometimes the 262 does not even show up!	There are more evening late hours service available during Mon - Thur	We should have the same services hours as blue buses in West Van Thank you
				N/A	I do use the transit and would hope for extended hours and more frequency	I like to use the 262 bus every day, and evenings if there was more frequency of services	We hope after living in Lions Bay for a long time and working in Downtown, this survey helps us to receive a lot more bus services to and from Downtown to Lions Bay. Thank you
				N/A	I do use the bus and hope there will be a lot more bus services during late nights 7 days a week just like downtown bus service hours	I would use it every day and all the time if there are a lot more services 7 days a week.	
				I suggest enhanced Friday and Saturday evening service and Sunday service		For example going to the Ferry, but if returning on Sunday there is not a bus.	
			Sunday				
				We need a direct bus to park royal			
				Infrequency of transfers with respect to my working times.	I could generally immediately jump on a bus directly from the 257 at horseshoe bay and take it the remainder of the way to lions bay.		
						there would be more evening service hours,	
				I have a car and found to save gas I compile many activities to make my trip worthwhile. Taking the bus is very slow, some routes are crowded and I do not like to wait. Once I took the bus and found such low ridership that i thought a ride share will be best for our community. I am very unhappy that so much of our tax dollars go to subsidize transit instead of infrastructure			I find the amount of people that use the bus transit services is very small for the amount of taxes we pay. Beefing up ride shares may be a better use of our taxes. The Horseshoe Bay to downtown could be beefed up and have a Park and Ride there for Lions Bay residents.
			And all evenings. 7:15pm is too early to cancel service.				
				Not frequent enough so I drive to work. Wait times and the hours are problematic.	Increased frequency.	Increased frequency.	
			0930 to 1530				""Resident"" Optional STOP near Post Office

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	Vancouver International Airport						I always walk to the bus stop
				(when I don't need to take the bus) driving to park royal is faster than transferring buses at horseshoe bay	if there were a bus before 5:30am	if there were a bus at 5:30am or after 8pm on weekdays, to get to and from work (horseshoe bay)	
				.			I have an ev so it's cheaper to drive with no emissions. The odd time I would use the bus is to go into town for a night out but the bus doesn't come back late enough.
				I use my car (too much)	It was available later in the evening on weekends. I will give it a try with the extended hours		Thanks for asking!
						The service ran later hours 7 days a Week	
							I am a parent with 2 high school kids living in Lions Bay. This bus is completely unreliable for the kids at night to the point of being dangerous. We are very concerned because our kids and other kids are routinely being stranded at night with the bus just plain not showing up! This is unacceptable. I am in the process of raising it with the Minister of Transportation because I have received no response from multiple attempts to reach Transit to try to figure out what is happening. If a bus service is going to be provided it needs to be reliable and dependable. Right now the Lions Bay Bus service is not!!!!
		home		Service has become unreliable. Far to often the 250 or 257 leave BC Ferries terminal as the 262 arrives. This happens more than 50% of the time, including when Transit Supervisors are present curbside. In the late afternoon the connection 250/257 to 262 is poor and not reliable. To be safe we have to leave work early, yet our workday starts at the same time.	It operated on time and if the 250/257 bus drivers respected 262 users. The same goes for Translink.	See previous comments. It is easier to drive a car.	As a taxpayer and an individual that shoulders a disproportionate burden of Translink fees, taxes, and surcharges, I am angry at the erosion of service that has gone on in the past three years as it has chosen to use my tax money to move non-taxpaying tourists on time to BC Ferries at my expense. Same goes for the passengers resident on the Sunshine Coast. Why are transit services scheduled to connect to BC Ferries and not Resident Taxpayers? I do not need additional bus service in the evening. I need good bus service.
Caulfeild, HSB, and Park Royal equally	Caulfeild, HSB, and Park Royal equally	We live in Lions Bay			It ran later in the evenings.	It ran later in the evenings.	
				Usually stops running too early	Ran later		
				The times don't coordinate with ferry schedule. Stop too earlier in the day to be useful.	More times to time link to other busses and ferry.	Went later in the week.	
				It has been fairly unreliable lately.	Could rely on it more.	If it was more reliable.	
Richmond		Returning home					I would like to see more consistency with drivers with pick up times. Recently I had a driver who plodded along eating cherries and almost made us miss the connector bus. The day previous he missed the connector. We are supposed to have a 5minute buffer - for your paying riders - not for the pleasure if you drivers. If bus doesn't show or are late it makes riders avoid taking the shuttle. Snowy weather I'm supposed go leave driving to the professionals - but if they don't showj I'm not amused - Friday evenings the 257 often does not connect with the 262 - hanging around horseshoe bay for another hour and getting home at 8pm - from 7:18 bus is extremely testing my patience. Taking 1st bus in and having to come home so late - I try to seek alternative forms of transportation if this continues. I was involved in originally bringing shuttle to lions bay - more peak rides are needed to close the time gap. Also run a little longer evenings - try taking work or cap collage in North Van at 5 or 6pm and catch shuttle - forget it. Test run to 8 or 9pm Sunday to Thursday - keep long hours Friday & Saturday + more peak runs (1/2 to Lions Bay like you used to have). I rather wait in traffic in a car on a cold rainy day than wait 1hour on a cold wet bench in the rain because the buses didn't connect because - accident or delay 1st bus ran into. Thank you!
Caulfield and Horseshoe Bay							My two 14 year old children are heavily reliant on the 262 Bus. While this bus service is critical for our children of Lions Bay it is VERY UNRELIABLE. We have called the bus service more than once to complain but have seen NO improvement. The bus apps state that the bus will be coming in so many minutes and then it does not come and switches the estimated arrival time to another hour forward so my children have been left stranded many times. If you have access to the Lions Bay Mum's Facebook page I just put in a post regarding this and am now getting responses from many mums that are and have been experiencing the same thing. We have another message into the bus service to file another complaint in an effort to improve this critical service for our children and others in our community. Also there are ALWAYS kids stranded at the Kelvin Grove Bus stop weekend evenings (Sunday Particularly) after they have gone to Kelvin Grove Cliffs for the day as the Bus stops very early on Sundays which is an issue as nannies and others still need to go to and from Lions Bay after 6pm on a Sunday. I think for the summer they may have extended the bus service in the evenings to 11 pm which is very helpful but this should be an year round schedule not just a summer extension. Please forward any complaints you get re the bus service to the correct person who can implement change to improve the 262 bus service to and from Lions Bay. Thank You Jo-Anne Hibbert 604-250-0307

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				is that I work in North Vancouver and it would take too long to get to work.			
All of the above apply?	All of the above apply.	I live here.	The students need to be able to get home on weeknights. And Sunday & Saturdays need to start earlier and go later.	My kids only don't use when there is no service.	More frequent times, later and earlier		I have often noticed that the coin machine to take fares is not in use. It's covered up or you are told to just get on the bus. This often is the case when my kids use it between Horseshoe Bay and Lions Bay or if they are on the later bus. I question this practice as it clearly skews the number of riders. How else do you count the ridership if not with fares? If they are told not to swipe in Horseshoe Bay on their way to Lions Bay, then do you really know what the ridership is? I would encourage you to expand the service to Brunswick Beach as well. The times are not consistent, the Drivers leave HB early, especially on a late night weekend. The bus is the only form of transportation for Lions Bay kids. It needs to be improved so that the kids can get home safely. They should also be coordinated with the Ferry schedule on the late nights so kids are not left waiting alone in Horseshoe Bay.
							Keep up the good work
Renfrew Skytrain Station			weekday peak hours and evenings			When my son starts kindergarten in September I will have a hard time taking the bus because the peak time express (or what used to be the express) either comes half an hour too early (I would need to leave work too early to catch it) or it arrives half an hour too late (after school care ends when the bus arrives at the bottom of the hill at 5:30 pm). If there were additional buses at this time arriving in Lions Bay every half hour between 4 and 6 then I will definitely be able to use the bus.	
			morning and evening	I commute to Burnaby/New Westminster. It is cheaper to drive as I have a vehicle already insured. Time is money and I can't afford a 2 hour commute each way.			If ICBC would offer a reasonably reduced rate of insurance for weekend/holiday use, or insure the driver, I might be more encouraged to use the bus. Transit is too expensive as it is.
				I drive to work in West Van every day, and have avoided trying to take the bus because it takes too much extra time and because I am worried that on my return trip (from Park Royal), the buses will be too full and I will have to wait a long time.	I would take an express bus from Lions Bay directly to Park Royal, and vice versa, provided that there were at least a few trips available each morning and home again each afternoon.		I am very interested in ensuring that the 262 maintains frequent - and RELIABLE - service for the sake of the many young people in the Village who do not have access to cars, and whose parents cannot be shuttling them around everywhere they go.
airport					I couldn't drive .		
				See below	See below	It connects with the rush hour buses from downtown Vancouver. This bus generally leaves horseshoe bay before the downtown bus arrives then you have to wait an hour or get a ride home. There should be a bus that goes to Lions Bay during the day more frequently than every hour for people coming and going to work.	
							If we can get 262 to go all the way to Park Royal, It would be the best.

If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
					I'm at the age where sometime in the near future I won't be driving into town every day. It would be nice if one could hop on a bus to shop at Caulfeild or Park Royal and come back, but we would have to have that system that's being tried on Bowen Island. If you can't drive anymore, Park and Ride doesn't do a bit of good. Call an Uber if there were such a thing in Lions Bay? The Provincial Government is going to have to kick the Taxi lobby out of the bedroom first.		
			sunday mornings	Don't use the bus if I have several places to go in Vancouver or West Van, if I am grocery shopping, if I am going to North Vancouver, if the trip is going to involve too many transfers.		1. ...there were direct buses to Vancouver without stopping in Horseshoe Bay. 2. ...there was a direct bus to North Van - Upper Lonsdale then down to Lonsdale Quay.	
						It ran more frequently during peak times, especially in the am. There was a closer bus stop up the hill.	
Airport							I always use the bus for travelling to YVR and downtown and have a Compass Card.
						It came more frequently and connected with the downtown buses or went to downtown as it used to before the 262 (morning and evening peak times during the week)	Our growing children are becoming increasingly dependent on transit for leisure or educational purposes.
						Get to HS Bay	
Airport					There were a direct to downtown.		
							Please understand how important this bus service is. I've lived in Lions Bay over 24 years and this bus became a lifeline and means of independence for our children as they grew up.
Airport	Airport			Difficult to take the bus with luggage. No direct route to west van or vancouver downtown	If there was a direct route to west van or vancouver downtown		
				Later times it is not reliable			Thank you
					It was running in the additional evenings	Same as above answer.	It is a much needed service for people trying to use their cars less to reduce pollution and make for less traffic on the highway'
					The bus stop was closer to home.	The bus stop was closer. A 1.7km uphill climb with shopping is not appealing.	The bus drivers are sometimes unfriendly and not helpful with people using the service and unfamiliar with the procedure.
				Infrequent service that is not late night.	There were more frequent late night and early morning service.		
			All evenings and earlier weekend service	It makes no sense for my schedule	There was more frequent service as well as more direct service		
		live					
						It runs later on Sunday and Thursday evenings	
		return home				Additional express service was added during the day. More difficult to coordinate return trips to Lions Bay if starting point is downtown or North Vancouver and/or Burnaby.	I use Park Royal park and ride preferably because buses are more frequent and direct to places where I need to go.

If other, please specify (principle destination):	If other, please specify (next most frequent destination):	If other, please specify (I come to Lions Bay from elsewhere to):	If other, please specify (if I could add more services to the 262):	The reason I don't use the Lions Bay 262 Community Transit Bus is because:	I would use the 262 bus if:	I use the 262 bus sometimes, but would use it more if:	Any other comments?
				it's not often or reliable enough, it doesn't link up with the 250/257	it linked with the 257/250		
Some days I go to Caulfeild, others I go to West Vancouver	21st St. West Vancouver		and Friday and Saturday evenings				

Q	FILMING SURVEY RESPONSES	
1	I live in:	
	Lower Kelvin Grove (Tidewater, Sweetwater, Periwinkle)	25
	Upper Kelvin Grove (Kelvin Grove Way)	21
	Lower Central Lions Bay (Lions Bay Ave, Southview, Cloudview, Seaview, Isleview)	27
	Upper South Central Lions Bay (Oceanview, Panorama, Creekview, Highview)	41
	Upper Mid Central Lions Bay (Crosscreek, Centre, Bayview Place, 320-570 Bayview Rd)	13
	Upper North Central Lions Bay (200-310 Bayview Rd, Stewart, Mountain, Sunset, Timbertop)	27
	Upper Brunswick Beach (Crystal Falls, Glendale, Goldenrod)	3
2	Lower Brunswick Beach (Brunswick Beach Rd)	13
	Other (I live in):	
	Left Blank	170
	User entered value	0
3	Average submission length in words (ex blanks)	0
	I or a family member work in the film industry:	
	Yes	15
	No	155
4	If yes, details (I or a family member work in film industry):	
	Left Blank	159
	User entered value	11
	Average submission length in words (ex blanks)	10.27
5	I have hosted a film in or on my property:	
	Yes	10
	No	160
6	If yes, details (I have hosted a film in or on my property):	
	Left Blank	161
	User entered value	9
	Average submission length in words (ex blanks)	21.22
7	I have experienced filming in my neighbourhood:	
	Yes	85
	No	83
8	If yes, name of film, if possible (I have experienced filming in my neighbourhood):	
	Left Blank	121
	User entered value	49
	Average submission length in words (ex blanks)	7.88
9	I believe that filming in a residential neighbourhood is:	
	Very impactful	26
	Somewhat impactful	115
	Not impactful	22
10	Additional comments (I believe that filming in a residential neighbourhood is):	
	Left Blank	124
	User entered value	46
	Average submission length in words (ex blanks)	11.8
11	I have previously been compensated by a film production company for the impacts associated with filming in my neighbourhood:	
	Yes	14
	No	151
12	I have previously been polled by a film production:	
	Yes	47
	No	119
13	Polling of residents in a neighbourhood should be done for film applications in that neighbourhood (click all that apply):	
	For all filming applications	68
	Only when parking permits are required under the Traffic and Parking Bylaw	40
	Only when relaxations of the Noise Bylaw are required	65
	Only for filming after 8 pm	46
	Only for multi-day filming applications	47
	Other considerations	14
14	If other, please describe (Polling of residents in a neighbourhood...):	
	Left Blank	146
	User entered value	24
	Average submission length in words (ex blanks)	10.96
15	Polling opposition in a neighbourhood should be set at the following threshold to reject a filming application in that neighbourhood:	
	1 or more of the dwelling units	10
	5% of the dwelling units	7
	10% of the dwelling units	11
	15% of the dwelling units	9
	20% - 25% of the dwelling units	33
	25% - 50% of the dwelling units	53
	Some other percentage	27
	Other percentage:	

16	Left Blank	124
	User entered value	46
	Average submission length in words (ex blanks)	4.57
17	Polling thresholds should be different for daytime vs. nighttime filming applications:	
	Yes	70
	No	89
18	Polling threshold amount:	
	Left Blank	141
	User entered value	29
19	Polling should be weighted in accordance with proximity to the filming location and/or the associated trucks and equipment (ie: the closer you are the more your vote should count):	
	Yes	99
	No	61
20	The Village of Lions Bay filming fees are presently about average compared to other municipalities. I believe:	
	That sounds about right	99
	Fees should be as low as possible so as to encourage filming	14
	Fees should be at the top end of the range	38
	Sky's the limit	9
21	Currently, only film companies require a permit. I believe that home owners should also need a Municipal permit to host filming in or on their property:	
	Yes	42
	No	120
22	All things considered, the following statement generally reflects my position on filming:	
	It should not be allowed at all in Lions Bay	8
	It should only be allowed in non-resident areas	5
	It should be allowed in residential areas if safeguards are taken to ensure impacts to neighbours are minimized	76
	Filming is an important industry in BC, creating many jobs and providing revenue for the Village of Lions Bay	76
23	Any other comments?	
	Left Blank	104
	User entered value	66
	Average submission length in words (ex blanks)	

Additional comments (I believe that filming in a residential neighbourhood is):	If other, please describe (Polling of residents in a neighbourhood...):	Other percentage:	Polling threshold amount:	Any other comments?
	not required	75	No	Filming will promote Lions Bay. It should be encouraged.
		51 or higher	Yes	
			No	
		51	No	
Having not experienced filming in my neighbourhood I can only imagine that it does impact the neighbourhood and neighbours.			Yes	
Good for the community.			Yes	I believe the film industry has always looked for places like Lions Bay — ones that reflect beauty and community. If we are willing to welcome hundreds of strangers to our beaches then we need to welcome industry that can bring in \$\$ the village. What if there is a percentage (10%) that is taken off the top- not as a tax but as a community refurbishment fund- for the beaches, the street signage, a new Welcome to Lions Bay sign or what have you.... make it a contribution to the community?
Good for the community.			Yes	I believe the film industry has always looked for places like Lions Bay — ones that reflect beauty and community. If we are willing to welcome hundreds of strangers to our beaches then we need to welcome industry that can bring in \$\$ the village. What if there is a percentage (10%) that is taken off the top- not as a tax but as a community refurbishment fund- for the beaches, the street signage, a new Welcome to Lions Bay sign or what have you.... make it a contribution to the community?
			Yes	
			Yes	I do support the idea that filming fees would help to provide revenue for the village and we should therefore be more open to accomodating it.
Some traffic issues at times....but the film community is very sensitive to their impact & always went out of their way to accom				
Some traffic issues - but the film community is very aware & accomodating		Majority - 51% - works for the federal govt - s/work for LB!	No	
		50%+	No	
			No	
			Yes	
Filming area very busy but everything seemed well organized	Road closures required	Above 50%	Yes	Some areas may be sought for filming more than others. Frequent disruptions in one area should not be permitted
Filming area very busy but everything seemed well organized	Road closures required	Above 50%	Yes	Some areas may be sought for filming more than others. Frequent disruptions in one area should not be permitted

Additional comments (I believe that filming in a residential neighbourhood is):	If other, please describe (Polling of residents in a neighbourhood...):	Other percentage:	Polling threshold amount:	Any other comments?
			No	
			Yes	
They take over the parking lot for a week or more. More traffic.			No	Fees to the Village are an important element. Maybe the film companies could pay compensation to the nearest neighbors as well. Even \$500 could make a difference.
	Lasting longer than 2 weeks	Greater than 50%	No	Bravo to the council for reaching out to gauge public opinion!
			No	
			Yes	lets get rid of the Provinces extra school tax (wealth tax) for valuable properties. It is obscene for people that are retired.
If filming is of short filming is not of significant impact. Firewall was unusual given the duration of filming.			No	
			Yes	
			No	I also agree with the last option--Filming is an important....
Good source of revenue for the village and possibly the home owner	Considerations for lions Bay should be the same as west van and Squamish. Whatever those may be.	I don't know what our neighbouring communities thresholds are but ours should be in line with theirs.	No	Again, i think filming permits could be a good revenue source for the village and should be available to the film industry under the same parameters as our neighbouring communities have in place ie. Westvancouver and Squamish.
			No	
		Over 50%	No	
Have never experienced filming in our neighbourhood so unable to comment.			Yes	
			No	
			Yes	
			No	
			Yes	
			No	
		Majority	No	
			No	
			No	
			Yes	
		50%	No	
Most commercial and non commercial enterprizes are impactful to some extent, but some regulations are in place to minimize incon			Yes	How much is the revenue to the Village?
			Yes	There should be substantial revenue for the Village given the disruption to neighbours. I.e the homeowners should be getting a portion of the compensation

Additional comments (I believe that filming in a residential neighbourhood is):	If other, please describe (Polling of residents in a neighbourhood...):	Other percentage:	Polling threshold amount:	Any other comments?
			Yes	
this is not specific enough and honestly misleading because every experience is different...somewhat would be the middle ground	again not polled but informed and offered compensation when reasonable.	those that are legit negatively impacted should be compensated without being enabled to hold the industry and village hostage	No	Filming IS an important industry in BC, creating many jobs and providing revenue for the Village of Lions Bay. I have been on the financial receiving end of filming as well as not receiving compensation while other neighbors are. Many Lions Bay residents derive their income from this industry. I believe that residents should be able to rent their property out if they want especially due to increasing taxes and the insane rising cost of living.. The issue in my opinion is when film companies mislead neighbors by not giving full disclosure of what specific negative impact it may have on them and compensating the loudest residents rather than the ones that are actually negatively impacted.
			No	
			No	
			Yes	
			Yes	
			No	
Potentially a good income source for the village			No	We should approach the matter reasonably and not allow vocal minorities to determine outcomes. Also the village should benefit from the fees - from the average to above average range. Because village revenue is limited, filming opportunities should not be disregarded. Thanks.
			No	Absolutely no filming in Brunswick Beach below the highway. Use of the gravel pit should be limited to 7 am to 10 pm in summer, 8 am to 8 pm in winter, spring and fall.
			No	No filming Brunswick Beach Road
			No	Lions Bay is a unique location that has much to offer. Lets profit from this by charging the highest rate so we can reduce our outrageous tax levels.
Acceptable, if notice of filming is given in advance			No	My only worry is if access to my house is limited/restricted due to filming. I wish to retain the possibility of entering or leaving my property without worries.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Award of Contract for Asset Management Plan – Phase 2		
Author	Pamela Rooke	Reviewed By:	Peter DeJong
Date	July 15, 2019	Version	
Issued for	July 16, 2019 Regular Council Meeting		

RECOMMENDATION

THAT Council approve the award of RFP 19.02 Asset Management Plan – Phase 2 to Your City Solutions Inc. in the amount of \$29,950.00 plus GST; and

THAT the CAO be authorized to execute a contract for services with Your City Solutions Inc. in substantial accordance with the draft Services Agreement attached as Schedule B to the subject RFP.

ATTACHMENTS:

- RFP 19.02 Asset Management Plan – Phase 2

KEY INFORMATION

On June 27, 2019, staff issued an RFP for an Asset Management Plan – Phase 2. The RFP closed on July 12, 2019 and three proposals were received. All three proposals were of high quality and met the requirements of the RFP. Staff reviewed the proposals, and based upon the evaluation criteria outlined in the RFP, recommend the selection of Your City Solutions Inc.

The 2019 budget includes \$30,000 for asset management projects offset by budgeted grant revenue of \$15,000. A UBCM grant application was submitted May 1 and we were advised on July 10 that the Village's application was approved (for 50% of the project cost).

OPTIONS

1. Approve the recommendations above, as set out;



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

2. Amend the recommendations before approving them;
3. Refer the matter back to staff with alternative instructions.

PREFERRED OPTION

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



The Village of Lions Bay

REQUEST FOR PROPOSAL (RFP)

RFP.19. 02

For

ASSET MANAGEMENT PLAN – PHASE 2

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

1. GENERAL INFORMATION

Issue Date:	June 27, 2019
Information Meeting:	At the time of issuance of this Request for Proposal (“RFP”), a meeting has not been scheduled (See section 2.1 of this RFP).
Closing Date:	Proposals shall be submitted by no later than July 12, 2019 (the “Closing Date”) at 4:00pm. The Village of Lions Bay’s Offices are open from 10:00 am to 4:00 pm. The office is closed on Wednesdays, weekends, and statutory holidays.
Address for Proposal Delivery:	The Proponent shall submit the Proposal (including Schedule C in this RFP) to the Municipality by mail/hand at: Village of Lions Bay Municipal Office PO Box 141-400 Centre Rd, Lions Bay BC, V0N 2E0 Or by e-mail to: finance@lionsbay.ca. If submitting by mail, the Proponent shall submit two (2) hard copies and one (1) digital copy on a USB all within a sealed envelope. Proponents should phone reception at (604) 921-9333 to confirm receipt of their proposal. Receipt of e-mailed proposals will be confirmed by an e-mail confirmation from the Village Office.
RFP Inquiries / Municipal Representative:	Pamela Rooke, Chief Financial Officer Telephone: (604) 921-9333 Ext. 2 Email: finance@lionsbay.ca
<i>See section 4.4 of this RFP.</i>	
Addenda Process:	If the Municipality determines that an amendment is required to this RFP, the Municipality will issue an addendum that will form part of this RFP and post the addendum on the BC Bid Website at www.bcbid.gov.bc.ca (the “BC Bid Website”) and upon posting on the BC Bid Website, the addendum will be deemed to form part of this RFP. Upon submitting a Proposal, Proponent will be deemed

to have received notice of all addenda that are posted on the BC Bid Website.

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INTRODUCTION

2.1. Purpose

The Village of Lions Bay seeks a qualified proponent to develop Phase 2 of its Asset Management Plan. The project will focus on helping the Municipality bridge their asset replacement funding target from Phase 1, which is based on life cycle funding, to a more realistic funding target that is grounded in condition, risk and level of service for each asset category. Once the funding targets are established, the Village will require a 30 year revenue plan to be developed to help bridge the gap between current funding levels to meet the set funding targets based on their future risk and level of service.

2.2. Definitions

In this RFP the following definitions shall apply:

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

(n) “Site” means the place or places where the Services are to be performed.

3. INSTRUCTIONS TO PROPONENTS

3.1. Information Meeting

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

3.2. Amendments to Proposals

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

3.3. Late Proposals

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

3.4. Inquiries

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

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

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

3.5. Examination of Contract Documents and Site

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

3.6. Opening of Proposals

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

3.7. Status Inquiries

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

4. PROPOSAL SUBMISSION FORM AND CONTENTS

4.1. Form of Proposal

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

C-0 – Proponent Information

C-1 – Exceptions and Departures

C-2 – Proposal Format

C-3 – Pricing Proposal

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

4.2. Signature

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

4.3. Net Pricing on Proposal

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

5. EVALUATION AND SELECTION

5.1. Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the Municipality by the Evaluation Team. The Evaluation Team may consult with others including Municipal staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

The Evaluation Team may give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the Municipality.

5.2. Evaluation Criteria

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

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

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

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

5.3. Litigation

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

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

5.4. Additional Information

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

selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

5.5. Interviews

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

5.6. Multiple Preferred Proponents

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

5.7. Negotiation of Contract and Award

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

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

6. GENERAL CONDITIONS

6.1. Proponent's Expenses

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

6.2. No Tender

This RFP is not a tender and does not commit the Municipality in any way. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract. The Proponent may cancel or revoke its Proposal at any time until signing of a formal written Contract. The Municipality may cancel the RFP process at any time until signing of a formal written Contract.

6.3. Conflict of Interest

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

6.4. Solicitation of Council Members, Municipal Staff and Municipal Consultants

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

6.5. Confidentiality

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

SCHEDULE A – SCOPE OF SERVICES

Introduction / Objective

The Village of Lions Bay (the “Municipality”) invites proposals from experienced specialized firms in response to the Request for Proposal (RFP) RFP.19. 02 “Asset Management Plan – Phase 2”.

The objective of this project is to develop the second phase of the Village’s Asset Management Plan. The project will focus on helping the Village bridge their asset replacement funding target from Phase 1, which is based on life cycle funding, to a more realistic funding target that is grounded in condition, risk and level of service for each asset category. Once the funding targets are established, the Village will require a 30 year revenue plan to be developed to help bridge the gap between current funding levels to meet the set funding targets based on our future risk and level of service.

Background

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

The Municipality started the asset management process in 2018 with the development of Phase 1 of its Asset Management Plan. The Village was able to receive funding through a UBCM asset management planning grant for Phase 1 which focused on helping the Village develop the first version of their Asset Management Plan. This Asset Management Plan focused on calculating current replacement value, remaining value, established replacement schedule, infrastructure deficit and life cycle funding costs. At the end of the project, the Village determined there was a large funding gap between current asset replacement investments and the suggested life cycle funding target.

Requirements and Scope

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

- Develop community specific asset service lives which are based on asset condition
- Update the existing asset management plan with condition-based asset service lives
- Define the current and future risk and level of service for each asset category

- Develop a 30 year Asset Management Revenue Plan Model and a 30 Year Revenue Plan Summary by Fund to meet desired future risk and level of service.

These steps would cover all of the Municipality's asset categories: water network including two treatment plants; sanitary network including a treatment plant; storm water networks; road and transportation network; bridges; buildings; and fleet and equipment.

SCHEDULE B – DRAFT AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated for reference **xxx x, 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:

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

WHEREAS the Municipality wishes to engage the Contractor to provide services to develop an Asset Management Plan – Phase 2 for the Municipality.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these General Terms and Conditions:

- (a) "Agreement" means this Agreement and all appendices attached hereto;
- (b) “Municipality” means the Village of Lions Bay;
- (c) “Contractor” means the Contractor who is providing Services under this Agreement;

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

1.2 Agreement

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

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

1.3 Appendices

The following attached Appendices are part of this Agreement:

Appendix 1 – Scope of Services;

Appendix 2 – Contractor's Proposal;

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

2. SERVICES

2.1 Services

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

2.2 Changes to Services

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

2.3 Standard of Care

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

2.4 Inspection and Acceptance

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

2.5 Holdback for deficient Services

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

2.6 Completion

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

2.7 Patents

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

3. TERM

3.1 Commencement Date and Term

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

3.2 Term May Be Extended

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

3.3 Time

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

4. PERSONNEL

4.1 Qualified Personnel

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

4.2 Listed Personnel and Sub-Contractors

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

4.3 Replacement of Personnel or Sub-Contractors

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

4.4 Sub-Contractors and Assignment

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

4.5 Agreements with Sub-Contractors

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

5. LIMITED AUTHORITY

5.1 Agent of Municipality

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

5.2 Independent Contractor

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

6. FEES

6.1 Fees And Disbursements

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

6.2 Costs included in Fees and Disbursements

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

6.3 No increase in Fees and Disbursements without Written Agreement

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

6.4 Payment

Subject to any contrary provisions set out in this Agreement:

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

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

6.5 Records

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

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

6.6 Non-Residents

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

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

7. MUNICIPALITY'S RESPONSIBILITIES

7.1 Municipal Information

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

7.2 Municipal Decisions

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

7.3 Notice of Defect

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

8. INDEMNITY, INSURANCE, DAMAGES AND LICENCING

8.1 Indemnity

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

8.2 Survival of Indemnity

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

8.3 Contractor's Insurance Policies

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

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

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

8.4 Insurance Requirements

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

8.5 Contractor Responsibilities

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

8.6 Additional Insurance

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

8.7 Waiver of Subrogation

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

8.8 Protection of Property

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

8.9 WorkSafe BC And Occupational Health And Safety

The Contractor agrees that:

- (a) it will, at its own expense, procure and carry full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in the supply of the Services;
- (b) the Municipality has the unfettered right to set off the amount of the unpaid premiums and assessments for the WorkSafe BC coverage against any monies owing by the Municipality to the Contractor and the Municipality will have the right to withhold payment under this Agreement until the WorkSafe BC premiums, assessments or penalties in respect of the Services have been paid in full;
- (c) it will provide the Municipality with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing;
- (d) it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*, it will have a safety program in place that meets the requirements of the WorkSafe BC Occupational Health and Safety Regulation and the *Workers Compensation Act*, as prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services and that person will be the person so identified in Schedule C, of the Proposal, and the Contractor will advise the Municipality immediately in writing if the name or contact number of the qualified coordinator changes;

- (e) without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC;
- (f) it will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto;
- (g) the Municipality may, on 24 hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person; however, in no case will the Municipality be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard; and
- (h) it understands and undertakes to comply with all the WorkSafe BC Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations.

9. TERMINATION

9.1 By the Municipality

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

costs in the amount as determined by the Municipality in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the Municipality to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not supplied or other profit opportunities.

9.2 Termination for Cause

The Municipality may terminate this Agreement for cause as follows:

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

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

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

9.3 Curing Defaults

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

10. COMPLIANCE WITH LAWS

10.1 Applicable Laws

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

10.2 Compliance with Applicable Laws

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

10.3 Interpretation of Enactments

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

11. CONFIDENTIALITY, DISCLOSURE OF INFORMATION AND WORK PRODUCT

11.1 No Disclosure

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

11.2 Freedom of Information and Protection of Privacy Act

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

11.3 Return of Property

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

11.4 Use of Work Product

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

12. DISPUTE RESOLUTION

12.1 Dispute Resolution Procedures

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

- (a) the parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations;
- (b) If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within seven days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Lions Bay, British Columbia, or such other place as the Municipality may, in its sole discretion, specify. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation; and
- (c) If within 90 days of the request for mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then the parties may mutually agree to submit the Dispute to binding arbitration in accordance with the rules of the British Columbia International Commercial Arbitration Centre, or either party may, without further notice, commence litigation.

13. MUNICIPAL POWERS

13.1 Powers Preserved

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

13.2 No financial commitments beyond current fiscal year

The Contractor recognizes and agrees that the Municipality cannot make financial commitments beyond the Municipality's current fiscal year. The Municipality will annually make good faith requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If Municipality Council does not appropriate funds, or appropriates insufficient funds, the Municipality will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation

becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the Municipality, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

14. GENERAL

14.1 Entire Agreement

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

14.2 Amendment

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

14.3 Merger And Survival

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

14.4 Unenforceability

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

14.5 Cumulative Remedies

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

14.6 Notices

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

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

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

14.7 Headings

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

14.8 Assignment

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

14.9 Singular, Plural and Gender

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

14.10 Waiver

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

14.11 Counterparts

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

14.12 Enurement

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

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

VILLAGE OF LIONS BAY by its authorized
signatories:

c/s

Mayor

Corporate Officer:

Date executed: _____, 2019.

[INSERT CONTRACTORS LEGAL NAME] by its
authorized signatories:

[Name of Signatory]

[Name of Signatory]

Date executed: _____, 2019.

APPENDIX 1 –SERVICES

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

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

- Develop community specific asset service lives which are based on asset condition
- Update the existing asset management plan with condition-based asset service lives
- Define the current and future risk and level of service for each asset category
- Develop a 30 year Asset Management Revenue Plan Model and a 30 Year Revenue Plan Summary by Fund to meet desired future risk and level of service.

These steps would cover all of the Municipality's asset categories: water network including two treatment plants; sanitary network including a treatment plant; storm water networks; road and transportation network; bridges; buildings; and fleet and equipment.

APPENDIX 2 – PROPOSAL

[INSERT COPY OF PROPOSAL]

APPENDIX 3 – SPECIAL TERMS AND CONDITIONS AND NEGOTIATED CHANGES

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

SCHEDULE C – FORM OF PROPOSAL

Schedule C0 – Proponent Information

Attach Schedule C to the front of your proposal

RFP Project Title: Asset Management Plan – Phase 2

RFP Reference Number: RFP.19. 02

Legal Name of Proponent:

Contact Person and Title:

GST Number:

WorkSafe Number:

Business Address:

Telephone:

Fax:

Email Address:

To the Village of Lions Bay,

- 1.0 I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the BC Bid Website (or having received directly), and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.
- 2.0 I/We confirm that the following schedules are attached to and form a part of this Proposal:
 - 2.1 Schedule C-0 – Proponent Information;
 - 2.2 Schedule C-1 – Exceptions and Departures;
 - 2.3 Schedule C-2 – Proposal Format
 - 2.4 Schedule C-3 – Pricing Proposal

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

This Proposal is submitted this _____ day of _____, 20__.

I/We have the authority to sign on behalf of the Proponent.

(Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Schedule C1 – Exceptions and Departures

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

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

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

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

Section Reference	Exception Description	Rationale	Proposed Wording

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

Section	Requested Departure(s) / Alternative(s)

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

Schedule C2 – Proposal Format

PROFILE, EXPERIENCE AND QUALIFICATIONS:

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

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

APPROACH AND METHODOLOGY

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

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

REFERENCES

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

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

Schedule C3 – Pricing Proposal

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

Item No.	Unit Pricing
1. Develop Community Specific Service Lives	
2. Update Asset Management Plan with revised service lives	
3. Define Risk and Level of Service	
4. Develop 30 Year Asset Management Revenue Plan	
Disbursements:	
Subtotal (Net Price):	
GST:	
TOTAL PROPOSAL PRICE (including taxes):	

Additional Expenses (if applicable):

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

From: [Shawna Gilroy](#)
To: [Shawna Gilroy](#)
Subject: FW: LIVE ENTERTAINMENT AT THE LIONS BAY STORE/CAFE
Date: Monday, July 15, 2019 3:32:14 PM
Importance: High

From: [REDACTED]
Sent: Sunday, July 14, 2019 3:29 PM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Neville Abbott <councillor.abbott@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>; Peter DeJong <cao@lionsbay.ca>
Cc: 'Craig Doherty' [REDACTED]
Subject: LIVE ENTERTAINMENT AT THE LIONS BAY STORE/CAFE
Importance: High

Good day all,

I hope you all are enjoying a lovely sunny weekend here in Lions Bay!

It has come to our attention that Live Entertainment at the Lions Bay Store & Café has come under threat, this is very upsetting to hear. Over the past two years we have seen how the community is enjoying this local gathering spot- where you can sit down enjoy a few and listen to our own local LB musicians albeit for a couple of hours, and is fast growing to be an expectation in our summer months especially.

As a board member of the Lions Bay Arts Council, we spend a lot of time advocating for the arts & performers in our Lions Bay community, but due to the limited amount of events we have annually it is difficult to showcase all our artists & performers. The platform that the LB General Store & Café has created for local musicians and artists is fabulous, as it enables them to share their talents in a professional and heartwarming environment - in their own village. Most of our Musicians are professional performers and are accustomed to their equipment and I am sure they would not be comfortable is changing their form, this may result in them not being interested in entertaining their home crowd, this would be very unfortunate.

We have been to a number of LB General Store & Cafes events and they have been superb, low key and all round fabulous, and what's more we are giving back to our community in more than one way; we are supporting local business, local artists and getting to know our neighbours through cheer and most importantly its within walking distance of most of our homes, bonus!

Please keep the support and need of our local artists & musicians in our community at the forefront of your decision.

Warmest regards,

Johan & Adele van Tonder

130 Sunset Drive, Lions Bay | [REDACTED]

From: [Shawna Gilroy](#)
To: [Shawna Gilroy](#)
Subject: FW: Craig Doherty Council request
Date: Monday, July 15, 2019 3:32:03 PM

From: Mike Hurst [REDACTED]
Sent: Sunday, July 14, 2019 3:42 PM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; cao@lionsbay.ca; councillor.barmeier@lionsbay.ca; councillor.cunliffe@lionsbay.ca
Cc: Craig Doherty [REDACTED]
Subject: Craig Doherty Council request

I am writing in support of Craig's request of Council to continue to allow him to have live music on the store patio on a few selected occasions for the remainder of the summer. I believe he is requesting a window of between noon and 8pm on weekends and holidays to have a couple of hours of live entertainment at times. Most likely these would occur (weather allowing) during a designated happy hour or lunch period and the window is requested to allow flexibility for weather, and in store product promotions. I think Craig is proposing, on average, about one a week for the balance of summer....not an unreasonable request in an effort to bring life back into the commercial area, to help his efforts to reposition the store/cafe and product lines to better suit the community needs, to support local artists and try to make the store/cafe more of a social hub for villagers to enjoy.

Craig is currently investing in updating the store decor and product lines, integrating the cafe and store with more inside seating, and focusing on expanding offerings in the cafe with new equipment, and freezers to allow for a expanded line of food and beverage products with a focus on the residents of Lions Bay. I know he is looking to offer fresh and frozen meal choices for locals to pick up, some signature offerings in the cafe and investigating delivery and catering.....all to earn the active support of the residents.

I know the store well, having lived here for 39 years. It barely survived in the early years on largely local support only (little draw from the highway), with mostly canned and packaged dry goods and convenience items. With the opening of Caulfeild, demand locally for the store's product line dropped and the store owners failed to move with the times. Under Broughton ownership the same product lines continued and the store struggled. Later a great step forward happened when the cafe was introduced, which won back some community support and added greatly to tourist business off the highway. The licensing of the cafe and store improved business again such that the store enjoyed some profits in tourist season but struggled the rest of the year.

About 3 years back I spent some time with Michael Broughton envisioning what the store/cafe could become to be sustainable, and lots of ideas were generated. Michael chose to sell versus investing in the future. Craig has picked up on the vision, added his own ideas and is

investing to make the key changes and create a sustainable commercial centre focused on building community support and becoming a social hub.

The request for the ability to provide for light entertainment at times during the summer months for the benefit of residents is just one small part of an overall quest to bring community life and support back to the store, and to deliver year round sustainability. That should have been done years ago and Craig should be supported in his efforts now.

Of course there is some opposition on this request, notably from a few living above. They bought/rent in a commercial zone and so some noise and traffic is a given and if they can't accept a bit of music at infrequent times during a few months as part of a repositioning effort for sustainability they should schedule a walk along the trails or a visit to the beach when the nice music is playing. In other words....take a hike.

Let Craig implement his plans underway this summer to reposition the store/cafe/products/services. A review can come the fall when decisions about the future of the store/cafe can be assessed

Cheers....Mike

From: Azordegan Azordegan Family
Sent: Sunday, July 14, 2019 3:41 PM
To: Ron McLaughlin
Subject: Re: The Village Update

Dear Ron,

Hope you and your family are doing well. We have completed the survey for your filming and for TransLink service extension.

Regarding the filming, our hope was that since after more than 15 years fighting to stop filming and the last filming by-law was approved not to have filmed in the LKG if even one household is against it was completely ignored by the new council, my suggestion is as follow:

1. Each impacted area of Lions Bay should make the decision regarding filming in their own area and not for the entire village of Lions Bay.
2. **Before Lions Bay Council or office approves any filming in the area impacted by filming,** even if one or two, or minority votes are against filming, the film company should ensure they have sufficient budget for those households against filming and accommodate those families with **the** hotel room, meals, and transportation cost during filming timeline.

This solution allows the village of Lions Bay to gain financial benefits from filming in the village without any harm to the residence who theirs live will be interrupted and are impacted negatively by filming in their residential area.

I trust this solution is a "win-win" solution for all parties (e.g. for Lions Bay residence bothered by filming, for the Office of Lions Bay to gain financial benefit, and for filming companies receiving approval for their films.)

Please provide your input regarding this solution and if disagree, let me know of other solution options that filming does not impact us in the LKG residential area.

I am sure with your consideration, management style, and your integrity we are not going to face continuous problems with filming. Everyone deserves to live in peace and harmony.

With lots of care

Farrah



RECEIVED

JUL 16 2019

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

APPLICATION FOR PARKING OF EXTRAORDINARY VEHICLE

As defined in Traffic and Parking Bylaw No. 413, any vehicle over 6.1 metres in length, including any attached trailer, or with a licensed gross vehicle weight exceeding 5,000 kgs is an "extraordinary vehicle". It may not park with any part of it on municipal property. A resident unable to accommodate it on their own property should store it elsewhere in commercial premises. If lack of ready access to the vehicle would cause genuine hardship, e.g. if it is used primarily for work within the Village or is the resident's sole means of transport, a yearly application may be made to Council to park it on municipal property. Approval will depend on whether the Village has appropriate space to accommodate the vehicle, any emergency or road safety issues, and whether parking it in a neighborhood would create issues. You will be informed within 6 weeks of the date of application whether it has been approved. If so, approval is for a one-year period and monthly parking fees will apply.

REQUIRED INFORMATION

1. Type and make of vehicle(s) including trailer: Haulin 2014 Toyota Tundra 2012
2. Licensed Gross Vehicle Weight in kgs: 2925
3. Length of vehicle(s) in metres: 6.4 m
4. Vehicle(s) license plate number(s): 16821U (Trailer) CH5897
5. Is there a preferred place to park on municipal property (address, side of street):
(across) from 290 Mountain Drive
6. Names and addresses of neighbours on all sides within 90 metres of this parking spot:
 - a. P. Bae 290 Mountain Dr. * trailer is not ours
 - b. 270 Mountain Dr.
 - c. 280 Mountain Dr.
 - d. 300 Mountain Dr.
 - e. 310 Mountain Dr.
 - f. _____
 - g. _____
 - h. _____

Monthly fee structure for parking of extraordinary vehicle or trailer on Village property, with permission of Council:

Vehicle or trailer 6.1- 6.5 metres in length - \$80 per month

Vehicle or trailer 6.5-7.7 metres in length - \$110 per month

Vehicle or trailer over 7.7 metres in length - \$135 per month

Name of Applicant: Mark IgnasAddress: 455 Timberline Drive

Phone: _____ Email: _____

Signature: _____ Date: July 15 2019