

REGULAR COUNCIL MEETING – AGENDA

Agenda for the Regular Council Meeting scheduled for
Tuesday, April 26, 2022, at 7:00 p.m. in Council Chambers at Village Hall,
2697 Sunnyside Road, Anmore, BC



NOTE: The Village Hall/Council Chambers is now open to the public. Alternatively, members of the public may view our Regular Council meeting by accessing the meeting via our YouTube channel. For those who are not attending in person, questions/comments under Item 3 Public Input, or Item 17 Public Question Period may be submitted up to 4:00pm on meeting days to karen.elrick@anmore.com to be read by the Corporate Officer during the meeting.

https://www.youtube.com/channel/UCeLV-BY6gZzAVEKX5cMWcAQ?view_as=subscriber

THIS MEETING'S PROCEEDINGS WILL BE BROADCAST LIVE VIA YOUTUBE AND AVAILABLE AS A
RECORDED ARCHIVE ON THE VILLAGE WEBSITE

1. Call to Order

2. Approval of the Agenda

Recommendation: That the Agenda be approved as circulated.

3. Public Input

*Note: The public is permitted to provide comments to Council on any item shown on this meeting agenda. A two-minute time limit applies to speakers.

4. Delegations

None.

5. Adoption of Minutes

Page 4 **(a) Minutes of the Regular Council Meeting held on April 5, 2022**

Recommendation: That the Minutes of the Regular Council Meeting held on April 5, 2022 be adopted, as circulated.

6. Business Arising from Minutes

7. Consent Agenda

Note: Any Council member who wishes to remove an item for further discussion may do so at this time.

Recommendation: That the Consent agenda be adopted.

Page 10 (a) Regional Public Works Mutual Aid Agreement

Recommendation: That Council authorize the Mayor and Chief Administrative Officer to execute the Regional Public Works Mutual Aid Agreement, as attached to the Regular Council meeting agenda dated April 26, 2022.

Page 45 (b) 2022 Local Government Management Association Conference

Recommendation: That Council authorize the Chief Administrative Officer to register for the 2022 LGMA Annual Conference at a cost of \$710.

8. Items Removed from the Consent Agenda**9. Legislative Reports****Page 49 (a) Anmore Drinking Water Conservation Plan Bylaw Amendment**

Report dated April 14, 2022 from Juli Halliwell, Chief Administration Officer, attached.

Page 71 (b) Legislative Updates – Local Government Election Bylaw, Council Code of Conduct, Public Notice Bylaw

Report dated April 22, 2022 from Karen Elrick, Manager of Corporate Services, attached.

Page 110 (c) 2022 – 2026 Anmore Five Year Financial Plan

Report dated April 22, 2022 from Lena Martin, Manager of Financial Services, attached.

10. Unfinished Business

None.

11. New Business

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(a) Anmore Green Estates Request for Financing Options for Sewer Connection Cost Overage

Letter dated April 20, 2022 from Anmore Green Estates attached. Staff to provide verbal update.

12. Items from Committee of the Whole, Committees, and Commissions

None.

13. Mayor's Report

14. Councillors Reports

15. Chief Administrative Officer's Report

16. Information Items

(a) Committees, Commissions and Boards – Minutes

None.

(b) General Correspondence

Page 127 • Communication dated April 7, 2022 from City of Fort St. John regarding Extended Hour Child Care for Shift Workers

Page 129 • Communication dated April 7, 2022 from District Sicamous regarding Luxury Tax on Recreational Boats

Page 131 • Communication dated April 7, 2022 from District of Sicamous regarding Invasive Mussel Defense Program

17. Public Question Period

**Note: The public is permitted to ask questions of Council regarding any item pertaining to Village business. A two-minute time limit applies to speakers.*

18. Adjournment

REGULAR COUNCIL MEETING – MINUTES

Minutes for the Regular Council Meeting scheduled for
Tuesday, April 5, 2022, at 7:00 p.m. in Council Chambers at Village Hall, 2697
Sunnyside Road, Anmore, BC



ELECTED OFFICIALS PRESENT

Mayor John McEwen
Councillor Polly Krier
Councillor Tim Laidler
Councillor Kim Trowbridge
Councillor Paul Weverink

ABSENT

OTHERS PRESENT

Juli Halliwell, CAO
Karen Elrick, Manager of Corporate Services
Chris Boit, Manager of Development Services
Lena Martin, Manager of Financial Services

1. Call to Order

The meeting was called to order at 7:00 p.m.

2. Approval of the Agenda

IT WAS MOVED AND SECONDED:

R029/22 That the Agenda be approved as amended to include a late delegation
submission by Anmore Garden Club.

Carried Unanimously

The delegation request is included as Attachment 1 to the minutes and forms part of
the original minutes.

3. Public Input

Nancy Maloney, Anmore spoke regarding item 7(a) and support for Red Cross for
Ukraine and Communication under Item 16 (b) from Village of New Denver regarding
Ukraine and asked for Council support on both of these items.

4. Delegations**(a) Anmore Garden Club – Year of the Garden 2022**

Nancy Knauer, Anmore Garden Club, spoke regarding the BC Council of Garden Clubs Year of the Garden 2022 initiative and requested that Council make a proclamation. Ms. Knauer also provided history of the Anmore Garden Clubs involvement in planting and maintaining Spirit Park since 2001 and invited volunteers to help with the annual Spirit Park clean up to take place on Sunday, April 10.

IT WAS MOVED AND SECONDED:

R030/22 That Council proclaim 2022 as Year of the Garden in celebration of the contribution of gardens and gardening to the development of our country, our municipality and the lives of our citizens in terms of health, quality of life and environmental challenges.

Carried Unanimously

5. Adoption of Minutes**(b) Minutes of the Regular Council Meeting held on March 15, 2022**

IT WAS MOVED AND SECONDED:

R031/22 That the Minutes of the Regular Council Meeting held on March 15, 2022 be adopted, as circulated.

Carried Unanimously

6. Business Arising from Minutes**7. Consent Agenda**

IT WAS MOVED AND SECONDED:

R032/22 That the Consent agenda be adopted with the exception of Item 7(a) which was removed by a member of Council for discussion.

Carried Unanimously

(b) Finance Committee Appointment

At the March 15, 2022 In Camera Council meeting, Council made the following resolution:

THAT Council appoint Robert Boies as a member of the Finance Committee for the remainder of the current term ending March 31, 2023:

AND THAT Council direct Staff to contact all applicants to inform them of Council's decision and further authorize release of the successful applicant for the Council Committee appointment to a future open meeting of Council.

(c) Port Moody Senior Secondary AfterGrad 2022

Recommendation: That Council receive communication dated March 24, 2022 from Port Moody Senior Secondary AfterGrad 2022.

8. Items Removed from the Consent Agenda

(a) City of Nelson – Donate to Red Cross for Ukraine

IT WAS MOVED AND SECONDED:

R033/22 That Council receive communication dated March 15, 2022 from City of Nelson regarding Challenge BC Local Governments to Donate to Red Cross for Ukraine; AND That Council donate \$2,000 to Red Cross for Ukraine.

Carried Unanimously

9. Legislative Reports

(a) Anmore Fees and Charges Bylaw Amendment

IT WAS MOVED AND SECONDED:

R034/22 THAT Council adopt Anmore Fees and Charges Bylaw Amendment Bylaw No. 655-2022.

Carried Unanimously

(b) 2022 Anmore Solid Waste Bylaw Amendment

IT WAS MOVED AND SECONDED:

R035/22 That Council adopt Anmore Solid Waste Management Amendment Bylaw No. 657-2022.

Carried Unanimously

(c) 2022 Anmore Water Rates and Regulations Bylaw Amendment

IT WAS MOVED AND SECONDED:

R036/22 That Council adopt Anmore Water Rates and Regulations
Amendment Bylaw No. 656-2022.

Carried Unanimously

Mayor McEwen noted that he has set a meeting with Metro Vancouver regarding direct water supply to Anmore from Metro Vancouver sources rather than the current model whereby Anmore purchases water from the City of Port Moody at a premium rate.

10. Unfinished Business

None.

11. New Business**(a) 2345 Sunnyside Road – Development Variance Permit**

Mr Chris Boit, Manager of Development Services provided an overview of the proposed Development Variance Permit included in the staff report and as presented to Council in February.

IT WAS MOVED AND SECONDED:

R038/22 That Council Authorize the Development Variance Permit for 2345
Sunnyside Road as attached to the report dated March 29, 2022 entitled
2345 Sunnyside Road – Development Variance Permit.

Carried Unanimously

12. Items from Committee of the Whole, Committees, and Commissions

None.

13. Mayor's Report

Mayor McEwen reported that:

- He met with Telus regarding improved fibre optic service in Anmore
- He attended Council of Councils meeting on April 2 and provided a presentation on

Metro Regional Parks

- He attended the Share Imagine gala on April 2 along with Cllr. Krier
- He received an email regarding the repaving of Hemlock and whether sidewalks would be included in this project. It was noted at this time the budget is for repaving only and that adding sidewalks would increase the cost substantially as there would be a need to culvert the open ditches.
- Spirit Park Clean up is Sunday, April 10 for those who want to volunteer
- Easter event will be held in Spirit Park the Saturday before Easter
- Village administration offices will be moving at the end of April to the Public Works and the rented Council Chambers trailers will be returned. Council meetings will be held at Anmore Elementary School
- He will be having a follow up discussion with BC Hydro about lake traffic and a registration system, particularly since access must be maintained to Village Hall trailers while they are at Public Works as this is also our Emergency Operations Centre

14. Councillors Reports

Councillor Weverink reported that he attended Council of Councils meeting on April 2.

Councillor Krier reported:

- She attended Council of Councils meeting virtually
- She attended the Share Imagine Event and noted that Share is the largest not for profit in the Tri Cities and offers community support in numerous ways.

Councillor Trowbridge reported that the May Day parade is being reinstated in Port Coquitlam on May 7 and encouraged residents to attend.

15. Chief Administrative Officer's Report

Ms. Juli Halliwell, CAO reported that:

- The Village will continue to communicate regarding operations with the administration trailers moving to the Public Works at the end of this month
- Budget will be presented to Council at the April 26 Regular Council meeting with a special meeting to follow in May to adopt the bylaws

16. Information Items

(a) Committees, Commissions and Boards – Minutes

- Mental Health Task Force Meeting Minutes for meeting held on March 10, 2022
- Metro Vancouver Board in Brief for meetings held on March 25, 2022

(b) General Correspondence

- Communication dated March 14, 2022 from Village of New Denver regarding Ukraine
- Communication dated March 15, 2022 from District of Elkford regarding Milk Container Recycling in British Columbia

17. Public Question Period

George Dyrkton, Anmore, requested that the Village reconsider requiring masks be worn at Council meetings by all those present. Mayor McEwen responded that the Village is following the Public Health advice and requirements and that masks are no longer required.

Nancy Maloney, Anmore, thanked Council for their support of the Red Cross for Ukraine and requested that Council condemn the actions of Russia against Ukraine. It was noted that the Federal Government has already condemned this action. Ms. Maloney also requested that the Village undergo the process of implementing a Climate Action Plan. Mayor McEwen replied that the Village follows guidelines and requirements under Metro Vancouver regarding Climate Action.

18. Adjournment

It was MOVED and SECONDED:

R039/22 THAT the meeting be adjourned at 7:45 p.m.

Carried Unanimously

Karen Elrick
Corporate Officer

John McEwen
Mayor

Office of the Commissioner/Chief Administrative Officer
Tel. 604 432-6210 or via Email
CAOAdministration@metrovanancouver.org

MAR 30 2022

File: CR-07-01

Ms. Juli Halliwell, Chief Administrative Officer
Village of Anmore
2697 Sunnyside Road
Anmore, BC V3H 5G9



Dear Ms. Halliwell:

Regional Public Works Mutual Aid Agreement

Please find attached the Regional Public Works Mutual Aid Agreement (Attachment 1). This agreement has been under development for the past two years and is intended to replace the outdated mutual aid agreement dated February 8, 2000 (Attachment 2).

As a local authority, you are eligible to participate as a signatory. The Agreement provides a framework for either responding to or requesting aid from other members in the event of an emergency or other significant event.

This Agreement is the product of extensive consultation with member jurisdiction staff and was recently endorsed by the Regional Administrators Advisory Committee for distribution to all members.

If your jurisdiction chooses to participate, please have the Agreement signed (wet signature) and authorized by an appropriate signatory by the end of September 2022. Once completed, please return a signed copy to Metro Vancouver via the enclosed self-addressed envelope. A master agreement with all signatories will be merged and delivered to all participants.

Metro Vancouver staff will recommend that the MVRD Board, GVS&DD Board and the GVWD Board all sign-on as parties to the Agreement. A copy of the GVS&DD report is attached for reference (Attachment 3).

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If you have any questions or require further explanation, please contact either one of the following staff:

- Peter Navratil, General Manager, Liquid Waste Services, by email at Peter.Navratil@metrovanancouver.org
- Brant Arnold-Smith, Program Manager, Security & Emergency Management, by email at Brant.Arnold-Smith@metrovanancouver.org

Yours sincerely,



Jerry W. Dobrovolsky, P.Eng., MBA
Commissioner/Chief Administrative Officer

JWD/PN/mf

cc: Peter Navratil, General Manager, Liquid Waste Services, Metro Vancouver
Brant Arnold-Smith, Program Manager, Security & Emergency Management, Metro Vancouver

Encl: Attachment 1: Regional Public Works Mutual Aid Agreement (Doc# 50672995)
Attachment 2: GVRD Public Works Mutual Aid Agreement signed February 8, 2000
Attachment 3: Draft Liquid Waste Committee Report titled "Regional Public Works Mutual Aid Agreement", dated March 11, 2022 (Doc# 51295837)

REGIONAL PUBLIC WORKS MUTUAL AID AGREEMENT

This Agreement is made as of the ____ day of _____ 2022,

AMONG:

- 1) Village of Anmore
- 2) Village of Belcarra
- 3) Bowen Island Municipality
- 4) City of Burnaby
- 5) City of Coquitlam
- 6) City of Delta
- 7) City of Langley
- 8) Township of Langley
- 9) Village of Lions Bay
- 10) City of Maple Ridge
- 11) City of New Westminster
- 12) City of North Vancouver
- 13) District of North Vancouver
- 14) City of Pitt Meadows
- 15) City of Port Coquitlam
- 16) City of Port Moody
- 17) City of Richmond
- 18) City of Surrey
- 19) Tsawwassen First Nation
- 20) City of Vancouver
- 21) District of West Vancouver
- 22) City of White Rock
- 23) Metro Vancouver Regional District (as to Electoral Area A)
- 24) Greater Vancouver Sewerage and Drainage District
- 25) Greater Vancouver Water District
- 26) Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Municipal Affairs (as to the University Endowment Land)
- 27) University of British Columbia

WHEREAS:

- A. Capitalized terms used in these recitals and this Agreement have the meanings ascribed to them in Section 1.0;
- B. The local government councils and board of the Metro Vancouver Regional District (with respect to Electoral Area A) are "local authorities" within the meaning of the *Emergency Program Act*, [RSBC 1996] Chapter 111;
- C. Local Authorities are required under the *Local Authority Emergency Management Regulation* [B.C. Reg. 380/95] to identify the procedures by which emergency resources, including personnel, equipment and facilities may be obtained from sources within or outside of the jurisdictional area

for which the Local Authority has responsibility;

- D. A Major Emergency affecting one or more Local Authorities or Regional Authorities is likely to affect the Metro Vancouver region as a whole and as such, the Parties agree that it is in the best interests for the Parties to implement a coordinated and supportive response;
- E. Pursuant to the *Local Authority Emergency Management Regulation* [BC Reg. 380/95], a Local Authority may enter into mutual aid agreements for Resources and subsequent cost recovery outside of the jurisdictional area for which the Local Authority has responsibility;
- F. Pursuant to the *Local Government Act* [RSBC 2015, Chapter 1], a board of a regional district has the statutory authority to enter into mutual aid agreements with a Local Authority;
- G. Pursuant to the *Greater Vancouver Sewerage and Drainage District Act* [SBC 1956, Chapter 59] and the *Greater Vancouver Water District Act* [SBC 1924, Chapter 22], the GVS&DD and the GVWD, respectively, have the statutory authority to enter into mutual aid agreements with Local Authorities;
- H. Pursuant to the *University Endowment Land Act* [RSBC 1996 Ch. 469], the Minister of Municipal Affairs has the authority to enter into agreements respecting the administration of the University Endowment Land;
- I. Pursuant to the *University Act* [RSBC 1996 Ch. 468], the Board of Governors of the University of British Columbia has the authority to enter into agreements on behalf of the university; and
- J. The Parties desire to enter into this Agreement for the purposes of providing for mutual support, aid and assistance to, among other things, ensure that Public Works are maintained in the event of a Major Emergency.

NOW THEREFORE in consideration of the premises and of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the above signing Parties hereto covenant and agree with each other as follows:

1.0 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith, the capitalized terms herein will have the meanings set out below:

- (a) **“Agreement”** means this agreement and includes all recitals and schedules to this agreement;
- (b) **“Authorized Representative”** means the representative of the Local Authority or Regional Authority authorized by the municipal council, regional board, Minister of Municipal Affairs or Board of Governors of the University of British Columbia, as applicable, to coordinate, allocate, and prioritize assistance under the terms of this Agreement.
- (c) **“Computer System”** means any computer, hardware, software, communications system, electronic device, server, cloud, or microcontroller, including similar system or any configuration of the aforementioned and including any associated input, output, data

storage device, networking equipment or back up facility.

- (d) **"Cyber Attack"** means an attempt to disrupt, disable, destroy or maliciously control a Computer System and includes, without limitation, an attempt to destroy the integrity of data or to steal controlled information.
- (e) **"Disaster"** means a calamity that:
 - (i) is caused by accident, fire, explosion or technical failure or by the forces of nature; and
 - (ii) has resulted in serious harm to the health, safety or welfare of people, or in widespread damage to property.
- (f) **"Effective Date"** has the meaning given in Section 9.1;
- (g) **"Emergency"** means a present or imminent event or circumstance that:
 - (i) is caused by accident, fire, explosion, pandemic, technical failure or the forces of nature; and
 - (ii) requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of a person or to limit damage to property.
- (h) **"GVS&DD"** means the Greater Vancouver Sewerage and Drainage District;
- (i) **"GVWD"** means the Greater Vancouver Water District;
- (j) **"Joinder Agreement"** means an agreement substantially in the form attached hereto as Schedule "A", pursuant to which a New Party agrees to join and be bound by the terms of this Agreement;
- (k) **"Local Authority"** means:
 - (i) for a municipality, the municipal council; and
 - (ii) for an electoral area in a regional district, the board of the regional district;

and for the purposes of this Agreement includes the following parties who are not are "local authorities" within the meaning of the *Emergency Program Act*, [RSBC 1996] Chapter 111:

 - (iii) for the University Endowment Lands, the Minister of Municipal Affairs; and
 - (iv) for the University of British Columbia, its Board of Governors.
- (l) **"Major Emergency"** means an Emergency, Disaster or Other Serious Incident that involves one or more Local Authorities or Regional Authorities and requires resources beyond the capability of one or more of the Local Authorities or Regional Authorities

involved.

- (m) **"New Party"** has the meaning given in Section 9.3 below.
- (n) **"Other Serious Incident"** means any sudden, unexpected, or unintended incident, other than a Disaster or Emergency, and including a Cyber Attack, for which a Local Authority or Regional Authority may require assistance to protect the health, safety or welfare of a person or to limit damage to Public Works or other property.
- (o) **"Parties"** means those parties who have signed this Agreement or a Joinder Agreement, and **"Party"** means any one of them.
- (p) **"Public Works"** means any work or property under the management or control of the Local Authority or Regional Authority, including but not limited drinking water, wastewater waste management services, transportation systems and networks and Computer Systems.
- (q) **"Regional Authority"** means the Board of the GVS&DD or the Board of the GVWD.
- (r) **"Requesting Authority"** means a Requesting Local Authority or Requesting Regional Authority, as the case may be.
- (s) **"Requesting Authority's Personnel"** includes any elected officials, officers, employees or affiliated volunteers of a Requesting Authority.
- (t) **"Requesting Local Authority"** means a Local Authority under a Major Emergency situation that has, pursuant to this Agreement, requested assistance from another Local Authority or Regional Authority.
- (u) **"Requesting Regional Authority"** means a Regional Authority under a Major Emergency situation that has, pursuant to this Agreement, requested assistance from another Local Authority or Regional Authority.
- (v) **"Resources"** means a Local Authority's personnel, equipment, facilities, services and materials that are available or potentially available for utilization to ensure that Public Works are maintained.
- (w) **"Responding Authority"** means a Responding Local Authority or Responding Regional Authority, as the case may be.
- (x) **"Responding Authority's Personnel"** includes any elected officials, officers, employees or affiliated volunteers of a Responding Authority.
- (y) **"Responding Local Authority"** means a Local Authority that provides Resources to a Requesting Authority that has, pursuant to this Agreement, requested assistance to confront a Major Emergency.
- (z) **"Responding Regional Authority"** means a Regional Authority that provides Resources to a Requesting Authority that has, pursuant to this Agreement, requested assistance to

confront a Major Emergency.

- (aa) **“Standby Expenses”** means compensation paid or owing to an employee not scheduled for normal work but who is required to be immediately available for call-in work.

2.0 Intent of the Agreement

- 2.1 This Agreement is intended to guide the sharing of Resources amongst Local Authorities and Regional Authorities when assistance has been requested during Major Emergency situations for which the sharing of Resources is required.
- 2.2 Resources are intended to be available in the event of a Major Emergency of such magnitude that it is, or is likely to be, beyond the capability of a single Local Authority or Regional Authority and requires the combined Resources of several or all of the Local Authorities and Regional Authorities to this Agreement.

3.0 Scope of the Agreement

- 3.1 Except as set out in Section 12.1 below, this Agreement shall not supplant, without mutual consent, existing agreements between the Parties for the exchange or provision of Resources on a reimbursable, exchange, or other basis.
- 3.2 Any activation of this Agreement under Section 4.0 will clearly state that the request for Resources is being made under this Agreement.

4.0 Activation

- 4.1 In the event of a Major Emergency, the Authorized Representative designated by the Requesting Authority may activate this Agreement by making a request for Resources to the Authorized Representative of one or more Parties to this Agreement.
- 4.2 If the Requesting Authority is a Local Authority, such Requesting Local Authority shall first request Resources from their bordering Local Authorities, before requesting Resources from more distant Local Authorities or from Regional Authorities.
- 4.3 If the Requesting Authority is a Regional Authority, the Requesting Regional Authority shall first request Resources from those Local Authorities adjacent to the location of the Major Emergency before requesting Resources from more distant Local Authorities.
- 4.4 Sections 4.2 and 4.3 shall not restrict a Requesting Authority from accepting the first available Resources from any Local Authority.

5.0 Resource Requests and Inventory

- 5.1 Each Party agrees that, in the event of a Major Emergency, it will, upon receipt of a written request from a Requesting Party, furnish such Resources as are available, provided that doing so would not unreasonably diminish the capacity of the Responding Authority to provide any required Resources to its own jurisdictional area. For certainty, the extent of the assistance given will be at the discretion of the Authorized Representative of the Responding Authority, having regard to

its own local needs and situation at the time.

- 5.2 The start date of the provision of Resources will be the date agreed to in writing by both the Requesting Authority and Responding Authority. The termination date for the provision of Resources will be determined by the Responding Authority and shall not exceed the end time of the Major Emergency, as agreed by the Responding Authority and Requesting Authority.
- 5.3 During a Major Emergency, all personnel from a Responding Authority shall report to and work under the direction of the Party within whose jurisdiction the Major Emergency is occurring, in cooperation with the Requesting Authority and any other Responding Authorities.
- 5.4 Each Party should maintain an inventory of Resources that may be made available in the event of a Major Emergency and share that inventory with its neighbouring Local Authorities and Regional Authorities.
- 5.5 If a request for Resources is made pursuant to this Agreement, the Requesting Party will, as necessary, make available to the Responding Authority:
 - (a) maps of its jurisdiction indicating the nearest and most suitable roads to enable responders to get to an emergency as quickly as possible, together with locations of water supplies and access thereto;
 - (b) applicable operating guidelines and communications protocols;
 - (c) a copy of the Requesting Authority's emergency plan; and
 - (d) names and contact information for the Requesting Authority's key personnel.

6.0 Reimbursement

- 6.1 The Requesting Authority will reimburse the Responding Authority for any actual costs incurred providing any Resources requested under this Agreement, plus a sum equal to 10% of those costs and expenses on account of the Responding Authority's overhead.
- 6.2 Without limiting the generality of Section 6.1, a Requesting Authority shall pay to the Responding Authority:
 - (a) Regular Time – Salaries, wages and other regular time employment expenses (including benefits and statutory deductions) of employees or affiliated volunteers, at the current prevailing rates of the Responding Authority.
 - (b) Overtime and Standby Expenses – Overtime employment expenses and Standby Expenses of employees or affiliated volunteers, at the current prevailing rates of the Responding Authority. There is no compensation for banked time of employees.
 - (c) Supplies and Materials – Value of supplies or other materials which are not returnable to the Responding Authority. All charges will be at current market rates or at rates otherwise agreed to. Supplies or materials may be replaced with like supplies or materials, if agreed to by the Responding Authority.

- (d) Equipment – Compensation for the use of equipment, vehicles, computers, or other hardware owned outright by the Responding Authority. Equipment reimbursement rates shall be at a rate agreed to by the Requesting Authority and Responding Authority for vehicles or other equipment. If a rate cannot be agreed, the rate will at the British Columbia standard for equipment reimbursement, as represented by the Blue Book – BC Equipment Rental Rate Guide. The Requesting Authority shall be responsible for the operating costs of equipment provided, including costs of repairs required as a result of the Requesting Authority's use, while in its possession. For certainty, a Requesting Authority is not responsible for the costs of equipment repairs that would have been undertaken by the Responding Authority as a matter of routine repair or maintenance.
 - (e) Facilities – Compensation for the use of Responding Authority facilities. Reimbursement rates will be at the prevailing rate on the day the facility is rented, leased or otherwise made available to the Requesting Authority.
- 6.3 The Requesting Authority's obligation to reimburse the Responding Authority pursuant to this Agreement is irrespective of the Requesting Authority's entitlement to compensation or funding received from Emergency Management BC or any other funding agencies. Accordingly, the Requesting Authority will be responsible for any shortfall in any amounts payable by the Requesting Authority pursuant to this Agreement and any cost recovery by the Requesting Authority from Emergency Management BC or other funding agency.
 - 6.4 The Requesting Authority shall be responsible for any loss or damage to Resources used in the response and shall pay any expense incurred in the operation and maintenance thereof, as well as any expense incurred in the provision of a service or other expense in answering the request for assistance from the Requesting Authority. An itemized claim for loss and damage to the Responding Authority's equipment at the response scene shall be filed within thirty (30) days of such loss or damage occurring.
 - 6.5 All Resources noted in Subsections 6.2(d) and (e) provided to a Requesting Authority shall be returned in the same condition as when such Resources were delivered to the Requesting Authority. These Resources shall be deemed to be provided in good working order, unless otherwise noted by the Responding Authority at the time of delivery.
 - 6.6 The Requesting Authority will arrange for and pay for all costs associated with any necessary repairs or restoration of Resources prior to returning such Resources to the Responding Authority. For certainty, a Requesting Authority is not responsible for the costs of repairs or restoration that would have been undertaken by the Responding Authority as a matter of routine repair or maintenance.
 - 6.7 The Responding Authority will invoice the Requesting Authority detailing all costs incurred in providing Resources under this Agreement, including all overhead amounts referred to in Section 6.1. Payment of such invoices by the Requesting Authority is due in full sixty (60) days from the date of invoice, unless alternate arrangements have been made between the Requesting Authority and Responding Authority or the invoice is in dispute, as contemplated in Section 6.9.
 - 6.8 Payment by the Requesting Authority will be by cheque mailed to the Responding Authority's address, as detailed in the invoice, or if the Responding Authority and Requesting Authority mutually agree, payment may be transferred electronically to the Responding Authorities' bank

account, as stipulated by the Responding Authority.

- 6.9 If a dispute ensues with respect to an invoice issued by a Responding Authority pursuant to Section 6.7, the Parties to the dispute will use best efforts to resolve the dispute as soon as possible in accordance with the dispute resolution process provided in Section 10.0.
- 6.10 The Parties acknowledge and agree that they are each individually responsible for staying apprised of the financial guidelines and eligibility requirements of Emergency Management BC and any other funding agencies related to potential cost recovery that may be available from such agencies in respect of any Resources provided under this Agreement.

7.0 Insurance, Liability and Indemnity

- 7.1 The Parties agree to obtain and maintain sufficient insurance to meet any obligations or liabilities that may arise in connection with this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agrees that they each may self-insure part or all of the risks, subject always to equivalent terms and conditions as though such policies were obtained from licensed commercial insurers.
- 7.2 Any required insurance coverage pursuant to this Agreement will be arranged prior to the acceptance of the request for Resources under this Agreement.
- 7.3 When rendering aid outside their jurisdictional area, all personnel and affiliated volunteers will retain the same powers, duties, rights, privileges and immunities, including any coverage under the *Worker's Compensation Act* that they receive when they are on duty in their home jurisdiction.
- 7.4 A Requesting Authority shall pay to the Responding Authority:
 - (a) the Workers' Compensation, death or disability benefits or any other form of compensation (including judgements, damages, costs, penalties and expenses) which the Responding Authority is legally obligated to pay to one of its employees or affiliated volunteers or the family or beneficiaries of such employees or volunteers by reason of the death or injury to an employee or volunteer while working on a Major Emergency on behalf of the Requesting Authority; and
 - (b) all legal fees and disbursements incurred by the Responding Authority to defend any demands, claims, suits or actions arising from, related to or caused by any death or injury to an employee or volunteer while working on a Major Emergency on behalf of the Requesting Authority.
- 7.5 The Requesting Authority shall in no way be deemed liable or responsible for the personal property of Responding Authority Personnel which may be lost, stolen, or damaged while performing their duties in responding under the terms of this Agreement.
- 7.6 No Party to this Agreement shall be liable in damages to another Party, nor to the owner of property within the geographic jurisdiction of the Requesting Authority or another Party for failing to respond to a request for assistance under this Agreement or for failing to render adequate assistance.

7.7 When Resources are provided by a Responding Authority to a Requesting Authority pursuant to this Agreement, the Requesting Authority shall release, indemnify and save harmless the Responding Authority and the Responding Authority's Personnel from and against all liabilities, claims, losses, suits, actions, judgments, demands, debts, accounts, damages, costs, penalties and expenses (including all legal fees and disbursements) which may be made against the Responding Authority, or which the Responding Authority may suffer or incur, arising from, related to or caused by:

- (a) the provision of Resources by the Responding Authority to the Requesting Authority under this Agreement;
- (b) the breach, violation, contravention or non-performance by the Requesting Authority of any of its obligations, agreements, covenants, conditions, representations, warranties or any other term of this Agreement; or
- (c) the negligence or misconduct of the Requesting Authority's Personnel acting in the course of their duties pursuant to this Agreement,

except where such liabilities, claims, losses, suits, actions, judgments, demands, debts, accounts, damages, costs, penalties and expenses (including all legal fees and disbursements) result from the negligence or misconduct of the Responding Authority's Personnel under this Agreement. The indemnities contemplated in this Section 7.7 will survive the termination or expiration of this Agreement or a Party's withdrawal from the Agreement pursuant to Section 9.2.

7.8 Subject to Section 7.7 above, the Responding Authority will not be liable or responsible in any way for all liabilities, claims, losses, suits, actions, judgments, demands, debts, accounts, damages, costs, penalties and expenses (including all legal fees and disbursements) which may be made against the Requesting Authority, or which the Requesting Authority may suffer or incur, including any personal injury that may be sustained by the Requesting Authority's Personnel, or by any other person, or for any loss or damage or injury to, property belonging to or in the possession of the Requesting Authority or the Requesting Authority's Personnel or any other person, including any equipment, materials, supplies, motor or other vehicles, arising from, related to or caused by the provision of Resources by the Responding Authority to the Requesting Authority under this Agreement, unless such liabilities, claims, losses, suits, actions, judgments, demands, debts, accounts, damages, injuries, costs, penalties and expenses (including all legal fees and disbursements) result from the negligence or misconduct of the Responding Authority or the Responding Authority's Personnel while acting in the course of their duties pursuant to this Agreement.

8.0 **Modification and Review**

8.1 This Agreement may only be amended upon the written consent of all signing Parties.

8.2 This Agreement may be reviewed by the Parties:

- (a) every five years, starting from the Effective Date, to ensure that it remains up to date and relevant for all Parties; or
- (b) any time upon the written request of any Party.

- 8.3 The master copy of this Agreement, together with any Joinder Agreements, will be held by the Metro Vancouver Regional District and will be made available electronically to all Parties upon request.

9.0 Effective Date, Term and Addition of Parties

- 9.1 This Agreement shall come into effect as soon as it has been executed by two Parties (the “**Effective Date**”).
- 9.2 Any one of the Parties hereto may withdraw from this Agreement by giving not less than thirty (30) days prior written notice to the other Parties, following which the Agreement shall continue in force between the remaining Parties.
- 9.3 A Governmental Authority may be added as a new party (a “**New Party**”) to this Agreement if such New Party executes and delivers to the Metro Vancouver Regional District a Joinder Agreement substantially in the form of Schedule “A” attached hereto. “**Governmental Authority**” means any federal, provincial, regional, municipal, local or other government, governmental or public department, authority, commission, council, board, bureau or agency.

10.0 Dispute Resolution

- 10.1 In the event of any dispute or material disagreement among two or more Parties regarding the interpretation or application of any provision of this Agreement, the Parties agree that:
- (a) the Parties, through their Authorized Representatives, will, in good faith, make all reasonable efforts to resolve the dispute by negotiation, during which time each Party will disclose to the other Party all relevant information relating to the dispute;
 - (b) if the dispute remains unresolved, the Parties will meet with a qualified mediator in a timely manner and attempt, in good faith, to further negotiate a resolution of such dispute; and
 - (c) if the mediator cannot resolve the dispute within 48 hours, then the dispute will, unless otherwise agreed by the Parties, either:
 - (i) be resolved in accordance with Division 3 of Part 9 of the *Community Charter*, [SBC 2003] Chapter 26; or
 - (ii) for any dispute involving a Party to which Division 3 of Part 9 of the *Community Charter*, [SBC 2003] Chapter 26 does not apply, be submitted to final and binding arbitration by a sole arbitrator appointed pursuant to the *Arbitration Act* (British Columbia).

11.0 Approvals

- 11.1 The Parties signify their approval of this Agreement by the signatures of their respective authorized representatives below.

12.0 General Provisions

12.1 Schedules. Schedule "A" is attached to and forms part of this Agreement.

12.2 Interpretation.

- (a) The words "include", "includes" and "including" as used in this Agreement shall be deemed to be followed by the phrase ", without limitation,".
- (b) The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit or enlarge the scope or intent of any provision of this Agreement.

12.3 Survival of Obligations. All of the obligations of the Parties which expressly or by their nature survive termination or expiration of this Agreement, will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.

12.4 Amendment. No amendment of this Agreement will be binding unless made in writing and executed by each of the Parties hereto.

12.5 Entire Agreement. This Agreement constitutes the entire agreement amongst the Parties with respect to the subject matter hereof and for certainty this Agreement supersedes the "Mutual Aid Agreement for Public Works Assistance" that was prepared by the Metro Vancouver Regional Engineers Advisory Committee in 2000 and entered into by participating Local Authorities.

12.6 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement will be governed exclusively in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Agreement.

12.7 Severability. Each provision of this Agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision shall be severed from this Agreement and will not affect the legality or enforceability of the remainder of any other provision of this Agreement.

12.8 Time of Essence. Time shall be of the essence of this Agreement.

12.9 No Derogation. The Parties acknowledge and agree that nothing contained or implied in this Agreement will be construed as limiting or prejudicing the rights and powers of any Party in the exercise of their respective functions pursuant to the *Local Government Act*, the *Community Charter*, the *Vancouver Charter* and the *Emergency Program Act*, as the case may be, or any other right or power under any public or private statutes, bylaws, orders or regulations, all of which may be fully exercised as if this Agreement had not been entered into.

12.10 Assignment. This Agreement shall not be assignable.

12.11 **Counterparts.** This Agreement may be executed in counterparts and returned by email with a PDF attachment, each of which when executed and delivered shall constitute an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF this Agreement has been executed and delivered by the Parties as of the day and year first above written.

Village of Anmore

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Village of Belcarra

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Bowen Island Municipality

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of Burnaby

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of Coquitlam

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of Delta

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of Langley

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Township of Langley

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Village of Lions Bay

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of Maple Ridge

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of New Westminster

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of North Vancouver

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

District of North Vancouver

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of Pitt Meadows

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of Port Coquitlam

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of Port Moody

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of Richmond

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of Surrey

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Tsawwassen First Nation

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of Vancouver

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

District of West Vancouver

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

City of White Rock

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Metro Vancouver Regional District

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Greater Vancouver Sewer and Drainage District

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Greater Vancouver Water District

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

**Her Majesty the Queen in Right of the Province of British Columbia, as represented by
the Minister of Municipal Affairs**

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

University of British Columbia

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

JOINDER AGREEMENT

This Joinder Agreement is made as of the ____ day of _____.

Pursuant to and in accordance with Section 9.3 of the Regional Mutual Agreement for Major Emergencies made as of the ____ day of _____ (the "**Mutual Aid Agreement**") *[insert name of new party joining the Agreement]* hereby acknowledges and agrees that *[insert name of new party joining the Agreement]* has received and reviewed a complete copy of the Mutual Aid Agreement and shall be fully bound by, and subject to, all of the terms and conditions of the Mutual Aid Agreement as though it were an original party thereto.

[insert name of new party]

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

February 8, 2000

- 3 -

GVRD Public Works Mutual Aid Agreement

Appendix A

WHEREAS the Parties desire to enter into an Agreement whereby Public Works resources can be deployed to assist any Party during an emergency.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

1. In this Agreement, unless the context otherwise requires,
 - a) **"emergency"** means any present or imminent calamity or sudden or violent disturbance that in the opinion of the City Engineer cannot be brought under control by the use of the available local resources and that requires prompt co-ordination of action or special regulation of persons or property to protect the health, safety or welfare of people, or to limit property damage;
 - b) **"emergency resources"** means all persons, services, equipment and materials held by, or directly available to, the Public Works Services of a Party;
 - c) **"City Engineer"** means, for each Party, the senior municipal employee responsible for the Public Works Services of that Party or his delegate.
2. The procedure to be followed in requesting and rendering aid under this Agreement shall be governed by the following principles, namely:
 - a) A City Engineer will attempt to fully utilize the emergency resources of his bordering Parties before requesting emergency resources from more distance Parties except where special equipment is not available from the bordering Parties.
 - b) Where a City Engineer determines that an emergency exists, he shall request emergency resources from the appropriate Party.
 - c) A City Engineer who receives a request for emergency resources from another Party may determine the extent of and duration for which the emergency resource are available and thereupon such emergency resources, if any are available, shall be dispatched and utilized to control the emergency; but nothing in this Agreement shall be construed to require a City Engineer to dispatch emergency resources.
 - d) The Person in Charge of emergency resources sent to assist in an emergency shall remain in charge of those resources and control and direct those resources in co-operation with the requesting City Engineer.
3. The Parties agree to consult on a regular basis through their City Engineer on the best ways to achieve the optimum deployment of emergency resources to control emergencies.
4. When a Party provides emergency resources:

- a) the Party providing emergency resources may, within sixty days after so doing, render to the Party that requested emergency resources a correct account of the cost of the service.
 - b) the Party that requested emergency resources shall pay the account within thirty days after receiving it.
 - c) Payment for emergency services would be on a cost recovery basis without overhead or profit.
5. Any Party may terminate its rights and responsibilities under this Agreement by giving to the City Clerk of the other Parties, thirty days notice in writing of its intention to do so.
 6. This Agreement is not intended to interfere with or supersede any existing written agreements between the parties.
 7. Subject to paragraph 8, each party to this Agreement covenants and agrees that it will not initiate legal action or third party proceedings against any other party to this Agreement, based on provision or failure to provide emergency resources. In any action arising from the provision or failure to provide emergency resources, the municipality where the incident requiring emergency resources occurred, shall (a) defend the action on behalf of itself and any other parties to this Agreement who are defendants in the action, and (b) indemnify and save harmless the other parties for liabilities which may result.
 8. Any claims as between the Parties to this Agreement arising out of gross or willful negligence in the provision or failure to provide emergency resources or any dispute arising respecting a Party's rights or obligations shall be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre and shall be administered in accordance with its "Procedures for Cases under the BCIAC Rules". Provided the arbitrator in this procedure is satisfied that the dispute arises from gross or willful negligence, the arbitrator has jurisdiction to provide relief against the indemnity in paragraph 7 and may allocate responsibility among the Parties in whatever manner the arbitrator deems appropriate.

For the purpose of Sections 7 and 8, "Party" includes any employee, contractor or volunteer of the Party.

9. Notices or other communications under this Agreement shall be sufficiently given if delivered to a City Engineer personally or left at the City Engineer's office or mailed to the following:

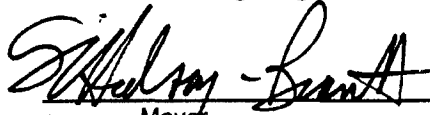
(List of Participating Agencies will be entered here as resolutions are received from Municipal Councils.)

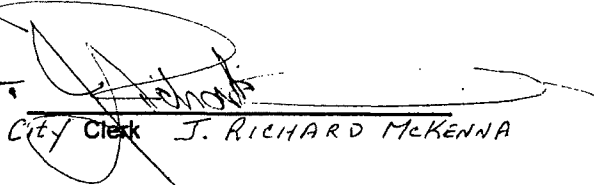
IN WITNESS WHEREOF the Parties hereto have caused to be affixed their seals attested by the signatures of their respective officers duly authorized for such purpose.

The Corporate Seal of the Corporation of

CITY OF RICHMOND

Authorized signing Officers

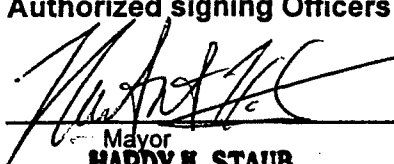

Mayor
GREG HILSEY-BRANDT

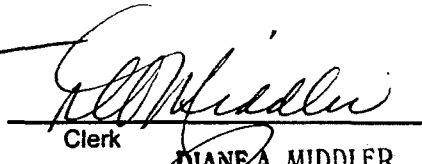

City Clerk
J. RICHARD MCKENNA

The Corporate Seal of the Corporation of

CITY OF WHITE ROCK

Authorized signing Officers

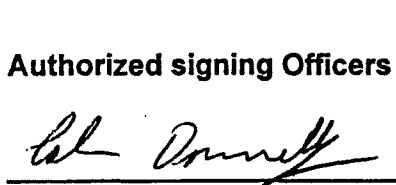

Mayor
HARDY R. STAUB
MAYOR



Clerk
DIANE A. MIDDLER
CITY CLERK

The Corporate Seal of the Corporation of

CITY OF NEW WESTMINSTER

Authorized signing Officers

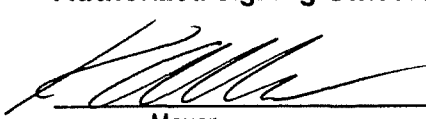
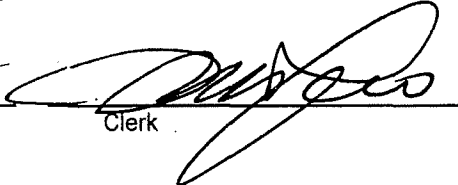

Mayor
CALVIN DONNELLY
ACTING MAYOR


Clerk
SUSAN BROWN
CITY CLERK

The Corporate Seal of the Corporation of

THE TOWNSHIP OF LANGLEY

Authorized signing Officers

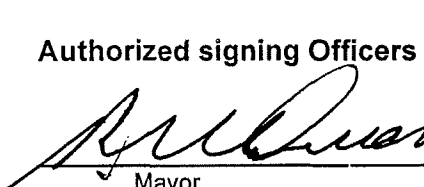
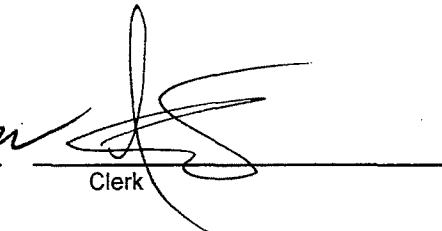
 

Mayor Clerk

The Corporate Seal of the Corporation of

CITY OF VANCOUVER

Authorized signing Officers

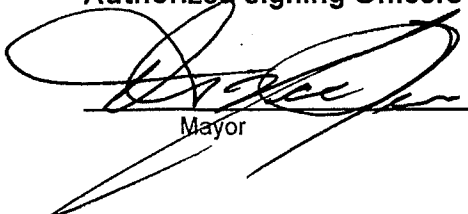
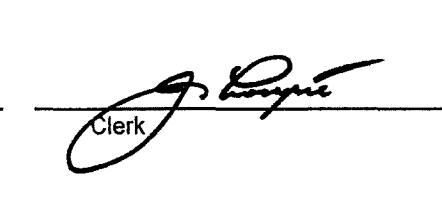
 

Mayor Clerk

The Corporate Seal of the Corporation of

DISTRICT OF PITT MEADOWS

Authorized signing Officers

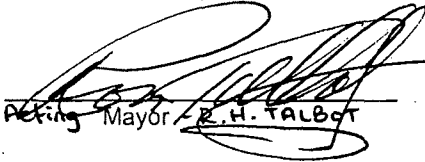

 

Mayor Clerk

The Corporate Seal of the Corporation of

City of Port Coquitlam

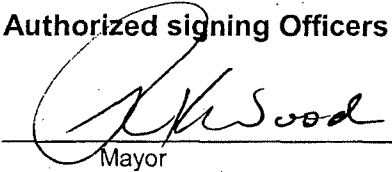
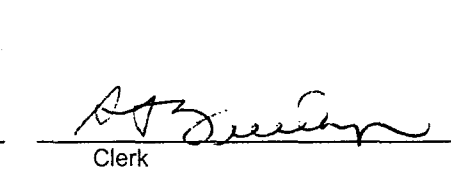
Authorized signing Officers

 
Acting Mayor R.H. TALBOT Clerk SUSAN RAUH, CMC, CITY CLERK

The Corporate Seal of the Corporation of

THE DISTRICT OF WEST VANCOUVER

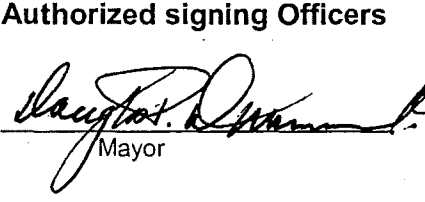
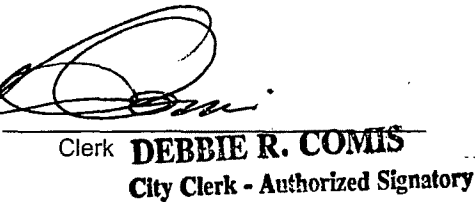
Authorized signing Officers

 
Mayor Clerk

The Corporate Seal of the Corporation of

THE CITY OF BURNABY

Authorized signing Officers

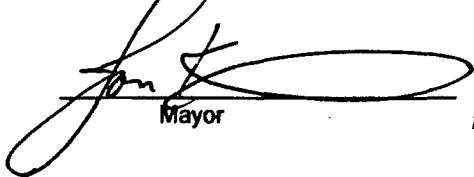
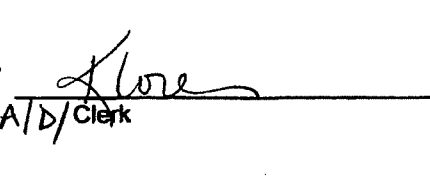
 
Mayor Clerk DEBBIE R. COMIS
City Clerk - Authorized Signatory

Public Works Mutual Aid Agreement
Lower Mainland Municipalities

The Corporate Seal of the Corporation of

The City of Coquitlam

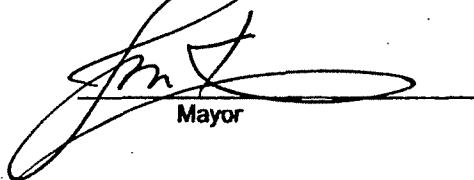
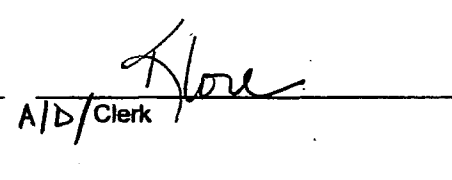
Authorized signing Officers

 Mayor  A/D Clerk

The Corporate Seal of the Corporation of

the City of Coquitlam

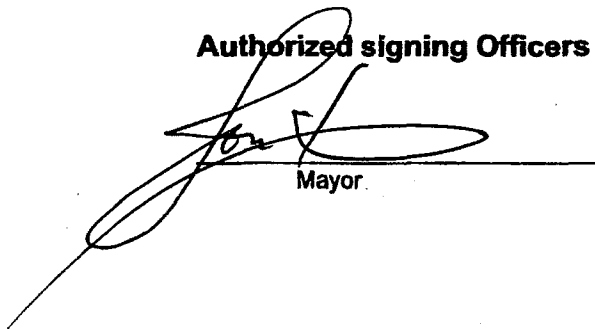
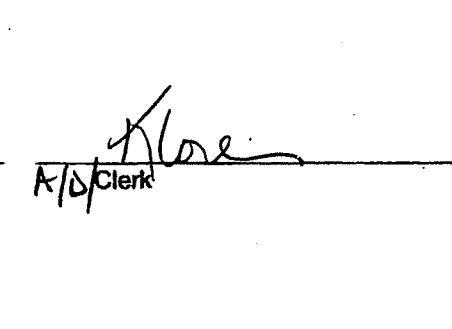
Authorized signing Officers

 Mayor  A/D Clerk

The Corporate Seal of the Corporation of

the City of Coquitlam

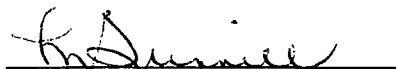
Authorized signing Officers

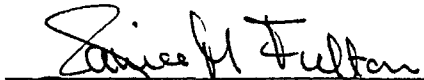
 Mayor  A/D Clerk

The Corporate Seal of the Corporation of

CITY OF LANGLEY

Authorized signing Officers



Mayor

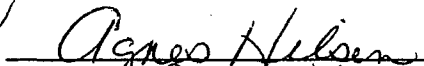

Clerk

The Corporate Seal of the Corporation of

DISTRICT OF NORTH VANCOUVER

Authorized signing Officers

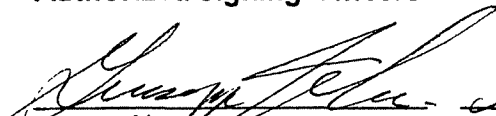

Mayor Don Bell

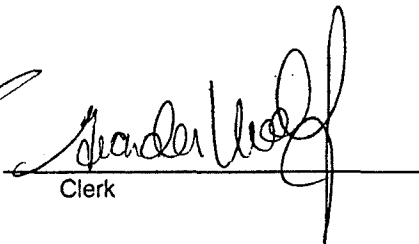

Clerk Agnes Hilsen

The Corporate Seal of the Corporation of

City of Port Moody

Authorized signing Officers

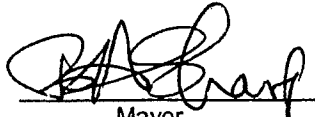

Mayor


Clerk

The Corporate Seal of the Corporation of

CITY OF NORTH VANCOUVER

Authorized signing Officers

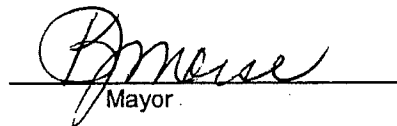

Mayor
Barbara A. Sharp - Mayor


Clerk
Bruce Hawkshaw - Clerk

The Corporate Seal of the Corporation of

DISTRICT OF MAPLE RIDGE

Authorized signing Officers

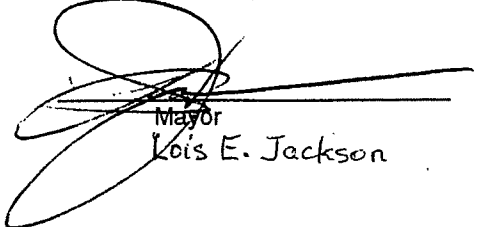

Mayor
KATHLEEN J. MORSE
MAYOR

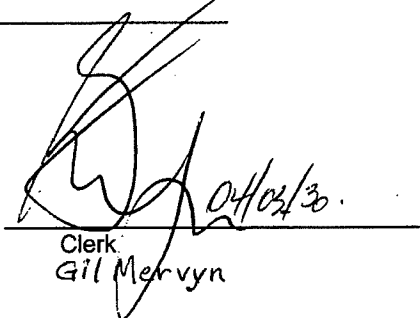

Clerk
TERENCE E. FRYER
MUNICIPAL CLERK

The Corporate Seal of the Corporation of

Delta

Authorized signing Officers

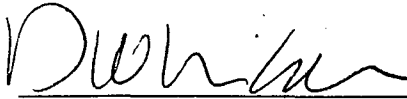
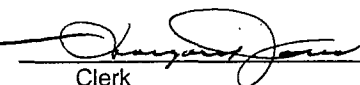

Mayor
Lois E. Jackson


Clerk
Gil Mervyn

The Corporate Seal of the Corporation of

City of Surrey

Authorized signing Officers

 
Mayor Clerk

June 18, 2004

The Corporate Seal of the Corporation of

Authorized signing Officers

Mayor Clerk

The Corporate Seal of the Corporation of

Authorized signing Officers

Mayor Clerk

To: Liquid Waste Committee

From: Peter Navratil, General Manager, Liquid Waste Services
 Brant Arnold-Smith, Program Manager, Security & Emergency Management

Date: March 11, 2022 Meeting Date: April 13, 2022

Subject: **Regional Public Works Mutual Aid Agreement**

RECOMMENDATION

That the GVS&DD Board authorize the Board Chair and Chief Administrative Officer to sign the new Regional Public Works Mutual Aid Agreement.

EXECUTIVE SUMMARY

A major emergency or other serious incident affecting one or more Local Authorities or Regional Authorities is more and more likely to affect the Metro Vancouver region given the impacts of climate change and the ever present seismic risk. The current GVRD Public Works Mutual Aid Agreement dated February 8, 2000 requires modernizing as several jurisdictions, such as Anmore, Belcarra, Bowen Island, Tsawwassen First Nation, Lions Bay, UBC/UEL, MVRD, GVS&DD and GVWD are not party to the agreement, and would like to be included. The new Regional Public Works Mutual Aid Agreement improves on the agreement from 2000 and is intended to set the terms and conditions for sharing resources, during a coordinated and supportive response.

The new Agreement has undergone extensive consultation through a number of municipal advisory committees, most notably, the Regional Administrators Advisory Committee, who unanimously endorsed the final version of the agreement. Over the next 6 months, Boards and Councils around the region will be given the opportunity to sign the agreement. Once completed, the February 8, 2000 agreement will be repealed.

Staff recommend that the GVS&DD become a signatory.

PURPOSE

The new Regional Public Works Mutual Aid Agreement's (Attachment 1) purpose is to allow for mutual support, aid and assistance to be provided by members to ensure that Public Works are maintained in the event of an emergency or other serious incident. Local Authorities are required under the *Local Authority Emergency Management Regulation* to identify the procedures by which emergency resources, including, without limitation, personnel, equipment and facilities, may be obtained from sources within or outside of the jurisdictional area for which the Local Authority has responsibility.

Resources are intended to be available in the event of a major emergency of such magnitude that it is likely to be beyond the capability of a single Local Authority or Regional Authority and requires the combined resources of several or all the Local Authorities and Regional Authorities in the Agreement. This Agreement shall not supplant, without mutual consent, existing agreements between the Parties

for the exchange or provision of resources on a reimbursable, exchange, or other basis.

BACKGROUND

The current GVRD Public Works Mutual Aid Agreement signed February 8, 2000 (Attachment 2) excludes a number of jurisdictions who would now like to participate. The recent events of the pandemic and extreme flooding in the fall of 2021, along with the ever present seismic risks in the region have highlighted the benefits of mutual aid.

The proposed new Agreement modernizes terms, improves indemnification clauses and opens the Agreement up to all Metro Vancouver members including the MVRD, GVWD and GVS&DD.

AGREEMENT PRINCIPLES

The Regional Public Works Mutual Agreement is designed with the following principles:

- Voluntary support based on each jurisdiction's situation
- Call your neighbours first
- Responders take direction from Requestors
- Costs will be based on Responders "rates of the day" with a 10% overhead allowance added
- All parties are expected to maintain sufficient insurance
- Provision included for Joinder Agreements

ADVISORY COMMITTEE ENGAGEMENT

Since the fall of 2021, staff have engaged with several advisory committees (each committee multiple times) including the Regional Emergency Planners Committee (REPC), the Regional Engineers Advisory Committee (REAC) and the Regional Administrators Advisory Committee (RAAC) to obtain their feedback and input on the proposed new Agreement.

Most of the advisory committees' comments focused on whether the agreement maintains 'task eligibility' with the Province, definitions within the agreement, whether or not to include overhead on costs and finally indemnification.

All of the comments have been taken into account and reviewed by in-house and external legal advice.

In the final briefing to RAAC, they voted unanimously to endorse the agreement.

LEGAL IMPLICATIONS

The local government Councils and Board of the Metro Vancouver Regional District (with respect to Electoral Area A) are "local authorities" within the meaning of the *Emergency Program Act*, [RSBC 1996] Chapter 111. Local Authorities are required under the *Local Authority Emergency Management Regulation* [B.C. Reg. 380/95] to identify the procedures by which emergency resources, including, without limitation, personnel, equipment and facilities may be obtained from sources within or outside of the jurisdictional area for which the Local Authority has responsibility.

The *Local Authority Emergency Management Regulation* [BC Reg. 380/95], states a Local Authority may enter into mutual aid agreements for resources and subsequent cost recovery outside of the jurisdictional area for which the Local Authority has responsibility.

The *Local Government Act* [RSBC 2015, Chapter 1], a board of a regional district has the statutory authority to enter into mutual aid agreements with a Local Authority.

The *Greater Vancouver Sewerage and Drainage District Act* [SBC 1956, Chapter 59] and the *Greater Vancouver Water District Act* [SBC 1924, Chapter 22], the GVS&DD and the GVWD, respectively, have the statutory authority to enter into mutual aid agreements with Local Authorities.

The *University Endowment Land Act* [RSBC 1996 Ch. 469], the Minister of Municipal Affairs has the authority to enter into agreements respecting the administration of the University Endowment Land.

ALTERNATIVES

1. That the GVS&DD Board authorize the Board Chair and Chief Administrative Officer to sign the new Regional Public Works Mutual Aid Agreement.
2. That the GVS&DD Board receive for information the report dated March 11, 2022 titled "Regional Public Works Mutual Aid Agreement" and provide alternate direction to staff.

FINANCIAL IMPLICATIONS

There are no additional financial implications associated with the agreement or its ongoing maintenance. This was accomplished by using each jurisdiction's 'rates of the day' as a way to avoid annual updates to lists for labour, material and equipment rates. A key objective was to develop a simple, and easy to apply agreement that could be activated efficiently by any signatory.

CONCLUSION

Staff recommend Alternative 1, that the GVS&DD Board sign as a signatory to the new Regional Public Works Mutual Aid Agreement. The Agreement will allow for a coordinated and supportive response during a major emergency or other serious incident affecting one or more Local Authorities or Regional Authorities within the Metro Vancouver region.

Attachments

1. Regional Public Works Mutual Aid Agreement
2. GVRD Public Works Mutual Aid Agreement signed February 8, 2000



**2022 LGMA
CONFERENCE**

**SHIFTING
THE LENS:**
Bringing
Opportunity
into Focus

JUNE 21-23, 2022 | PENTICTON, BC

Join colleagues from around the province and plan to attend this year's event in Penticton.

In today's world where change is status quo, local government leaders are increasingly being called on at crucial and sometimes unpredictable moments to ensure the best possible services for their citizens. Rather than a goal of 'going back to normal', LGMA2022 focuses on coming out stronger and more resilient than where we started through innovation and collaborative efforts.

Let's take the opportunity to share insights, broaden our thinking, embrace diverse perspectives, and consider how best to support our people within the shifting landscape so we can get on with next phase of our work. Take a deep dive into expert-led educational sessions spanning a broad spectrum of important and timely topics. Enjoy stimulating keynotes and take advantage of the opportunities to network with peers and local government partners.

Get ready for an exciting learning experience and opportunity to reconnect!

Register online:

Conference: [LGMA2022 Annual Conference](#)

June 21 Workshops: [Pre-Conference Workshops](#)



LGMA T. 250.383.7032 E. office@lgma.ca [LGMA2022](#)

REGISTRATION DEADLINE

June 10, 2022

CONFERENCE RATES

Early Bird until April 30:
\$710 + GST LGMA Member
\$860 + GST Non-Member

Starting May 1:
\$770 + GST LGMA Member
\$920 + GST Non-Member

PRE-CONFERENCE WORKSHOPS:

Full-Day:
\$305 Early Bird; \$345 May 1

Half-Day:
\$195 Early Bird; \$220 May 1

Additional meal tickets
also available

Refunds / Cancellations

Cancellations are accepted before June 10, 2021. No refunds after June 10 however registration is transferable.

Alternatives will be considered due to circumstances related to COVID-19. Please see our [Conference Health & Safety Protocols](#) for details.

Top 5 Reasons to Attend

Professional Development;
Networking; Inspiration;
Knowledge Sharing;
AND, for a range of professional designations, session attendance may be used as credit toward Continuous Professional Learning Requirements

Keynote Speakers

Ryan McMahon,
Digital Media Maker & Community Activator



An Indigenous Conversation...Getting Comfortable with Being Uncomfortable

A conversation with Ryan McMahon, Anishinaabe comedian, podcaster, and writer from the Couchiching First Nation in Treaty 3 Territory. He brings Indigenous stories to light through research and investigation and uses his unique humour to tackle heavy subjects such as colonization and reconciliation. Ryan challenges audiences to re-write the next chapter of this great nation by celebrating and embracing its vast diversity, rejecting stereotypes and racism, and playing their part in building a more equitable country.

Stuart Ellis-Myers
President, Mental Health for Life



Mental Health For Life: LGMA Unstoppable Resilience

Increasingly high stress, deadline-fixated working lives. Floods and forest fires. The Covid-19 pandemic. There are countless physical and psychological manifestations of our high-stress world, and most of us are either experiencing or observing heightened levels of mental health issues.

Safe workplaces start in the minds of our people. In this highly engaging, learn-while-you-laugh session, gain an understanding of how to go from Mental Health to Mental Wealth. Stuart Ellis-Myers is best described by 800 + audiences as Robin Williams with an inspirational twitch and unforgettable mental health for life message. With a lifetime of living with anxiety, depression and non-swearing Tourette Syndrome, Stuart will share information and immediately-usable tips to help break the mental health stigma, better understand anxiety and depression, and support yourself and those you lead in moving back into the light, laughter, and love for life.

Michelle Cederberg,
Author, Coach, and Consultant



The Success-Energy Reset: How to Regain Focus + Recharge Work and Life in a Post-Pandemic World *(Sponsored by the Municipal Finance Authority of BC)*

In an age of disengagement and fatigue still lingering from pandemic, it seems how we work isn't working. As we navigate ongoing uncertainty, we are busy and stretched and it can feel difficult to stay positive and lead effectively. In this thought-provoking session, Cederberg shares new research from her forthcoming book, *The Success-Energy Equation*, that will help you regain focus and better lead in our post-pandemic world. Leave with practical strategies that will help you tap into a well of energy to increase productivity, reduce overwhelm in every area of your life, and model a culture of wellness that empowers your team to effectively move through uncertainty.

AGENDA AT-A-GLANCE*

Tues, June 21	Session
7:30 - 8:30 am	CONTINENTAL BREAKFAST
8:30 am - 4:00 pm	Leading Change for Resilient Communities Speakers: Michelle Buchholz, Cassyex Consulting; Jasindra Jawanda, Urban/Community Planner & Anti-Racism & Diversity Facilitator; Mayor Tony Boot, District of Summerland; Laura Trach, BC Human Rights Clinic (virtual presentation); Regional representative of the Resilience BC Anti-Racism Network
Noon - 1:00 pm	LUNCH
1:00 - 4:00 pm	Strategic Leadership: Navigating the Post-Covid/ Post-Disaster Recovery Speakers: Jeff Fielding, Colliers Project Leaders and Former City Manager; Doug Gilchrist, City of Kelowna; Deborah Sargent, Campbell River
4:15 - 5:00 pm	First Time Attendees' Meet and Greet
5:00 - 7:00 pm	President's Welcome Reception & Trade Show Kick-Off (Sponsored by Young Anderson)
Wed, June 22	Session
6:30 - 7:15 am	Early Risers' Club: Guided Walk/Run (departs from the Penticton Lakeside Resort)
7:30 am - 3:30 pm	Trade Show Hours
8:30 am - 4:30 pm	Pension Consulting with Jerry Woytack (by appointment)
7:30 am - 8:30 pm	NETWORKING BREAKFAST
8:30 - 8:40 am	Welcome & Conference Opening Remarks
8:40 - 9:40 am	KEYNOTE: An Indigenous Conversation...Getting Comfortable with Being Uncomfortable Ryan McMahon, Digital Media Maker & Community Activator
9:40-10:25 am	NETWORKING BREAK / MEET THE EXHIBITORS
BREAKOUTS 10:30-11:20 am	Best Practices for Climate Action and Resilience Speakers: Alex Lidstone, Climate Caucus and Don Lidstone, Lidstone & Company
	Public Participation in our Brave New World Speakers: Julie Rogers, APR, City of Prince George & Rebecca Vaughan, City of North Vancouver
	Structuring Your Organization for Success Speakers: Kevin Ramsay, Innova Strategy Group & James Ridge, James Ridge Consulting
11:30 am-12:25 pm	ANNUAL GENERAL MEETING
12:30 – 1:30 pm	LUNCHEON
BREAKOUTS 1:40 – 2:50 pm	Building Community and Corporate Resiliency: A Multidisciplinary Approach to Emergency Management Speakers: Stephanie James, Jim Ogloff, & Graham Stuart, City of Coquitlam
	Transitioning to a Digital Workforce Speaker: Representatives of Shaw Communications, Municipal Information Systems Association BC
	Finding the Balance: Homelessness, Housing, and Legitimate Community Concerns Speakers: Troy De Souza, Dominion GovLaw LLP & Donny van Dyk, City of Penticton
2:50 – 3:20 pm	NETWORKING BREAK / MEET THE EXHIBITORS
BREAKOUTS 3:30 – 4:30 pm	The Duty to Accommodate Invisible Disabilities Speakers: Paul McLean & Kim Nusbaum, Mathews, Disdale & Clark LLP
	Public Libraries: Your Good News Story Speakers: Babs Kelly, BC Library Trustees Association; Co-presenter TBA
	What Does Psychological Safety have to do with Asset Management? Speaker: Christina Benty, Strategic Leadership Solutions

Thurs, June 23	Session
6:30 - 7:15 am	Early Risers' Club: Guided Walk/Run (departs from the Penticton Lakeside Resort)
8:30 am-4:30 pm	Pension Consulting with Jerry Woytack (by appointment)
7:15 – 8:15 am	NETWORKING BREAKFAST (Sponsored by Municipal Insurance Association of BC)
8:15 – 9:30 am	KEYNOTE: Mental Health for Life – LGMA Unstoppable Resilience Stuart Ellis-Myers, President, Mental Health for Life
BREAKOUTS 9:40 – 10:30 am	The Joys and Perils of Working From Home: The “Gig Economy” and Alternate Work Arrangements Speakers: Jackie Laviolette & Cameron Wardell, Mathews Dinsdale & Clark LLP (Sponsored by Mathews Dinsdale & Clark)
	The Primer on Parks: Acquiring, Managing and Disposing of Park Lands Speaker: Olga Rivkin, Lidstone & Company
	WorkSafeBC - Supports for Local Governments to Help Communities Speakers: Andy Watson, Manager of Government & Media Relations, WorkSafe BC, and representatives from WorkSafeBC's Consultation and Education Services team
10:30 - 11:00 am	NETWORKING BREAK
BREAKOUTS 11:00 am - 12:15 pm	Legal Update 2022 Speakers: Ryan Bortolin & Josh Krusell, Stewart McDannold Stuart
	Mentoring is Where the Magic Happens: Creating a Mentoring Program for Powerful Workplace Transformation Speakers: Joanie Clary, Advisor, Learning & Development & Dr. Raeleen Manjak, HR Director, City of Vernon
	The Often Overlooked Practicalities of Termination: Best Practices to Avoid Liability Speakers: Natalia Tzemis and Stephanie Vellins, Harris & Company LLP
12:15 – 1:15 pm	LUNCHEON
BREAKOUTS 1:15 – 2:15 pm	First Nations and Local Governments: the Future of Collaborative Governance Speakers: Reece Harding & Julia Tikhonova, Young Anderson
	Old Stock, New Pop(ulation): Why Housing in Non-Metropolitan BC Doesn't Cut it Anymore (Sponsored by BC Assessment) Speaker: Marleen Morris, Co-Director, Community Development Institute at the University of Northern British Columbia
	Striving for Excellence in Fire and Emergency Service Delivery through Engagement Speaker: Monty Armstrong, District of North Vancouver Fire Rescue
BREAKOUTS 2:25 – 3:15 pm	Managing Project Disputes and Delays Where Resiliency is the New Normal Speaker: Sonia Sahota, Partner Civic Legal LLP
	What's the Problem with Bias? Speakers: Nick Falzon & Kathleen Higgins, Young Anderson
	Unlocking the Potential of Local Government Reserves: Options for Socially Responsible and Long-Term Investing Peter Urbanc, CEO, Municipal Finance Authority of BC
3:15 - 3:45 pm	NETWORKING BREAK
3:45 – 4:45 pm	KEYNOTE: The Success-Energy Reset: How to Regain Focus + Recharge Work and Life in a Post-Pandemic World Michelle Cederberg, Author, Coach, and Consultant (Sponsored by Municipal Finance Authority of BC)
6:30 pm on	CONFERENCE FINALE: Gala Dinner and Awards (Sponsored by Lidstone & Company)



VILLAGE OF ANMORE

REPORT TO COUNCIL

Date: April 14, 2022 File No. 3900-30
Submitted by: Juli Halliwell, Chief Administrative Officer
Subject: Anmore Drinking Water Conservation Plan Bylaw Amendment

Purpose / Introduction

To present Council with an amending bylaw for the Anmore Drinking Water Conservation Plan Bylaw No. 579-2018.

Recommended Option

That Council give first, second and third readings to Anmore Drinking Water Conservation Plan Amendment Bylaw No. 672-2022.

Background

In 2018, the Greater Vancouver Water District Board (GVWD) approved a bylaw imposing watering restrictions during peak water use times each year. Currently, Stage 1 restrictions come into effect May 1st and are in place until October 15th each year. Stage 2, 3 and 4 restrictions are implemented depending on water shortage concerns.

On May 8, 2018, Anmore Council adopted Anmore Drinking Water Conservation Plan Bylaw No. 579-2018 (**Attachment 1**) to align with the GVWD bylaw.

Discussion

In October 2021, the GVWD Board approved revisions to the Drinking Water Conservation Plan (DWCP). As a result, it is appropriate for Anmore to update our municipal bylaw to reflect the revisions.

The most significant changes to the DWCP, and therefore to Anmore's bylaw, is the reduction of lawn watering days from two days per week to one day per week. Currently, the DWCP allows for lawn watering on Saturdays for even-numbered houses and Sundays for odd-numbered houses. The number of hours allowed for watering has also been reduced to two hours (from five hours). These reductions in number of days per week, and number of hours per

Report/Recommendation to Council

Anmore Drinking Water Conservation Plan Bylaw Amendment

April 14, 2022

day affect both residential and non-residential users. The changes are presented in Anmore Drinking Water Conservation Amendment Bylaw No. 672-2022 (**Attachment 2**).

To complement the bylaw, Metro Vancouver has developed a Region-wide Guide for Enforcement of Metro Vancouver's DWCP. The Village's fine structure for contravening the bylaw currently aligns the recommended levels for each watering restriction stage; therefore, no changes are being recommended. It is important to note that enforcement of the DWCP can be challenging for the Village due to limited bylaw enforcement resources, as well as the fact that the primarily larger properties within Anmore prove difficult to witness illegal watering.

Financial Implications

The Village provides Bylaw Enforcement of watering restrictions as and when we have resourcing available. There is no contemplated change to current budget allowances for enforcement as a result of the proposed amending bylaw.

Communications / Civic Engagement

Updated restrictions will be communicated through the Village's media platforms.

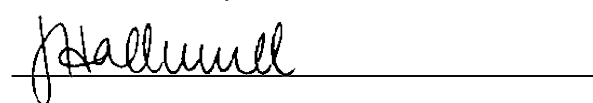
Council Strategic Plan Objectives

To practice environmental stewardship and to provide responsive, efficient, transparent, and engaged service.

Attachments

1. Anmore Drinking Water Conservation Bylaw No. 579-2018
2. Anmore Drinking Water Conservation Amendment Bylaw No. 672-2022

Prepared by:



Juli Halliwell
Chief Administrative Officer

VILLAGE OF ANMORE

BYLAW NO. 579-2018

A bylaw to regulate the consumption of water in accordance with
the Metro Vancouver Drinking Water Conservation Plan

WHEREAS, pursuant to section 8 of the *Community Charter*, S.B.C. 2003, c26, as amended, Council has the authority to enact bylaws that regulate, prohibit and impose requirements in relation to a municipal service;

AND WHEREAS, the Village has established and maintains a water distribution system, under Anmore Works and Services Bylaw No. 242-1998, as amended, in recognition of the need to provide an effective method of water conservation within the Village and has agreed to cooperate with the Greater Vancouver Water District to regulate the use of water supplied by the water distribution system;

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

1. CITATION

This bylaw may be cited for all purposes as “Anmore Drinking Water Conservation Plan Bylaw No. 579-2018”.

2. DEFINITIONS AND INTERPRETATION

In this bylaw,

Automatic Shut-off Device means a device attached to a water hose that is spring-loaded and shuts off the supply of water automatically unless hand pressure is applied to allow the supply of water.

Commissioner means the Commissioner of the Greater Vancouver Water District.

Drip Irrigation means an irrigation system that delivers water directly to the root zone of the plant at a low flow rate through individual emission points (emitters) using droplets of water and excludes sprinkler irrigation systems, micro-spray systems, misting systems, and soaker hoses.

Permit means a permit as issued under Part 5.

Person does not include a municipality, a regional district, the provincial government, or any other body appointed or created under an enactment of British Columbia or Canada.

Public Announcement means one or more notifications or public service announcements in any combination of two or more of the following:

- (a) a radio broadcast from a station that broadcasts to the Village; or
- (b) the Village's website located at the web address of www.anmore.com; or
- (c) a newspaper or other publication intended for general circulation, including one that is distributed without charge to the reader, that contains news and advertising, and is distributed within the Village at least once per week; or
- (d) a mail drop circular, distributed to households by unaddressed mail.

Restriction Stage means Stage 1 Restrictions, Stage 2 Restrictions, Stage 3 Restrictions, or Stage 4 Restrictions.

Service includes, but is not restricted to, both the supply of water delivered in any manner to any person, company or corporation and all pipes, taps, valves, connections and facilities used for the purpose of such supply of water.

Stage 1 Restrictions means the restrictions on water use described in sections 1.1 and 1.2 of Schedule A.

Stage 2 Restrictions means the restrictions on water use described in sections 2.1 and 2.2 of Schedule A.

Stage 3 Restrictions means the restrictions on water use described in sections 3.1 and 3.2 of Schedule A.

Stage 4 Restrictions means the restrictions on water use described in sections 4.1 and 4.2 of Schedule A.

Village means the municipality of the Village of Anmore; **Village** also means an employee who has been granted authority under the Anmore Officer Designation and Delegation of Authority Bylaw to issue permits on behalf of the municipality.

Water used as a noun means water supplied directly or indirectly by Greater Vancouver Water District, the City of Port Moody, or the Village of Anmore, whether or not mixed with rain water, gray water or recycled water.

Water used as a verb, and **Watering**, means the application or distribution of water (used as a noun) to lands or plants, but does not include the method known as 'drip irrigation'.

Water Restriction Announcement means a Stage 1 Announcement, Stage 2 Announcement, a Stage 3 Announcement or a Stage 4 Announcement.

- 2.1 The Schedules to this bylaw are integral parts of this bylaw.
- 2.2 The Manager of Development Services may delegate some or all of his/her powers and duties under this bylaw.

3. DECLARATION AND ANNOUNCEMENT OF RESTRICTION STAGES

- 3.1
 - (a) The Commissioner may declare, in writing to the Village, that the Greater Vancouver Water District has activated a Restriction Stage.
 - (b) If the Commissioner makes a declaration under subsection (a), the Restriction Stage described in the declaration comes into force in the Village seventy-two hours after the Commissioner or the Village makes a public announcement of the declaration.
 - (c) When a Restriction Stage comes into force under this section, a Restriction Stage that had been in force, if any, ceases to be in force.
- 3.2 Stage 1 Restrictions come into force on May 1st each year, without prior declaration of the Commissioner or announcement under section 3.3.
- 3.3
 - (a) If the Commissioner declares that the Greater Vancouver Water District has activated Stage 1 Restrictions, a public announcement by the Village or the Commissioner is sufficient for the purposes of paragraph 3.1(b) if it contains substantially the information set out in Schedule A.
 - (b) If the Commissioner declares that the Greater Vancouver Water District has activated Stage 2 Restrictions, a public announcement by the Village or the Commissioner is sufficient for the purposes of paragraph 3.1(b) if it contains substantially the information set out in Schedule A.
 - (c) If the Commissioner declares that the Greater Vancouver Water District has activated Stage 3 Restrictions, a public announcement by the Village or the Commissioner is sufficient for the purposes of paragraph 3.1(b) if it contains substantially the information set out in Schedule A.
 - (d) If the Commissioner declares that the Greater Vancouver Water District has activated Stage 4 Restrictions, a public announcement by the Village or the Commissioner is sufficient for the purposes of paragraph 3.1(b) if it contains substantially the information set out in Schedule A.

- 3.4 (a) Stage 1 Restrictions will remain in force until October 15 of each year, unless declared otherwise by the Commissioner.
- (b) The Commissioner may make one or more declarations under this section.

4. FIRE CHIEF AUTHORITY

In any area within the Village where the fire hazard rating has been set at “extreme” for a minimum of three consecutive days, the Sasamat Volunteer Fire Department may issue a public announcement on behalf of the Village to identify some or all areas within the Village as areas where the lawn sprinkling and garden watering regulations otherwise imposed under this bylaw will be suspended for the period specified in the notice; thereby allowing property owners and occupants to take the measures as specified by the Fire Chief in the public announcement to reduce the fire hazard to their property by watering their lawns and gardens. Authority is extended to the Fire Chief in accordance with Anmore Fire Prevention Bylaw No. 281-2000.

5. PERMITS

- 5.1 A person who has installed a new lawn, either by placing sod or turf or by seeding, or who has installed new landscaping on a substantial part of the outdoor portion of a premises may apply to the Village for a permit authorizing the person to water the new lawn and new landscaping when Stage 1 Restrictions or Stage 2 Restrictions are in force, at times specified in the permit, at the premises described in the permit, during the currency of the permit. A permit does not exempt the holder from Stage 3 Restrictions or Stage 4 Restrictions.
- 5.2 The Village, upon being satisfied that an applicant qualifies under section 5.1, shall issue a permit to the applicant using a form similar to the form set out in Schedule B, upon receipt of payment of a fee prescribed in the Anmore Fees and Charges Bylaw.
- 5.3 A permit issued under section 5.2 shall be affixed to a post facing the street serving the premises, beside the principal driveway from the street to the premises.
- 5.4 A permit issued under section 5.2 shall expire and be of no force or effect 21 days after the date of its issue, unless the person has been issued an extension under section 5.5.
- 5.5 Before or after the expiration of a permit issued under section 5.2 a person may apply for one extension of the permit on the same terms and conditions as may be imposed under section 5.2. Such an extension shall end on or before 42 days from the date of the issue of the permit under section 5.2.
- 5.6 A person who has treated a lawn by applying nematodes that requires additional watering outside of the allowable sprinkling restrictions may apply to the Manager of

Development Services for a permit authorizing the person to water the affected area when Stage 1 Restrictions or Stage 2 Restrictions are in force, at times specified in the permit, at the premises described in the permit, during the currency of the permit. A permit does not exempt the holder from Stage 3 Restrictions or Stage 4 Restrictions.

- 5.7 The Village, upon being satisfied that an applicant qualifies under section 5.6, shall issue a permit to the applicant similar in appearance to the form set out in Schedule C.
- 5.8 A permit issued under section 5.6 shall be affixed to a post facing the street serving the premises, beside the principal driveway from the street to the premises.
- 5.9 A permit issued under section 5.6 shall expire and be of no force or effect 14 days after the date of its issue.

6. OFFENCES AND PENALTIES

- 6.1 Any Person who violates or contravenes any of the provisions of this bylaw, or suffers or allows to be done any act or thing that violates or contravenes this bylaw, commits an offence.
- 6.2 A prosecution under this bylaw may be commenced by:
- (a) proceedings under Division 3 of Part 8 of the *Community Charter*; or
 - (b) prosecution of the offence in accordance with the *Offence Act*.
- 6.3 If a prosecution is commenced pursuant to section 6.2(a), upon conviction the offender shall be liable to a fine of:
- (a) \$100 if the offence is committed when Stage 1 Restrictions are in force;
 - (b) \$200 if the offence is committed when Stage 2 Restrictions are in force;
 - (c) \$300 if the offence is committed when Stage 3 Restrictions are in force;
 - (d) \$400 if the offence is committed when Stage 4 Restrictions are in force;
- 6.4 Subject to section 6.5, if a prosecution is commenced pursuant to section 6.2(b), upon conviction the offender shall be liable to pay a fine:
- (c) for a first conviction for an offence, of not more than \$10,000 and not less than \$3,000; and

- (b) for a second or subsequent conviction for an offence, of not more than \$10,000 and not less than \$5,000 for each offence.
- 6.5 Where a prosecution is commenced against a commercial entity pursuant to section 6.2(b) for an offence committed while Stage 4 restrictions are in effect, upon conviction that person shall be liable to pay a fine of not less than \$5,000.
- 6.6 Section 6.4(b) applies whether or not a second or subsequent conviction is for conduct that preceded the conduct that is the subject matter of the prosecution then before the court.
- 6.7 If an offence under this bylaw continues for more than one day, separate fines each not exceeding the maximum fine for that offence may be imposed for each day or part thereof in respect of which the offence occurs or continues.
- 6.8 In a prosecution under this bylaw the onus of establishing an exemption under subsections 1.2, 2.2, or 3.2 of Schedule A lies on the person claiming the exemption.

REPEAL

Adoption of this bylaw will repeal "Anmore Water Shortage Response Plan Bylaw No. 550-2016" in its entirety.

READ a first time the 1st day of May, 2018

READ a second time the 1st day of May, 2018

READ a third time the 1st day of May, 2018

ADOPTED the 8th day of May, 2018

J. McEWEN

MAYOR

C. BAIRD

MANAGER OF CORPORATE SERVICES

Certified as a true and correct copy of "Anmore Drinking Water Conservation Plan Bylaw No. 579-2018".

MAY 8, 2018

C. BAIRD

DATE

MANAGER OF CORPORATE SERVICES

SCHEDULE A RESTRICTION STAGES

GENERAL RESTRICTIONS FOR ALL STAGES (1 THROUGH 4)

- 1) All hoses must have an automatic shut-off device.
- 2) Water must not unnecessarily run off on impermeable surfaces such as driveways, curbs, pathways, or gutters when watering lawns and plants.
- 3) Artificial playing turf and outdoor tracks must not be watered except for a health or safety reason.
- 4) Hoses and taps must not run unnecessarily.
- 5) Irrigation systems must not be faulty, leaking, or misdirected.

STAGE 1 WATER RESTRICTIONS

Stage 1 comes into effect automatically each year – on May 1 until October 15 – to prevent drinking water wastage and ensure water users employ efficient and effective watering practices.

User	Water Use	Restriction
RESIDENTIAL	Watering lawns	Even-numbered civic addresses: on Wednesdays and Saturdays from 4 am to 9 am Odd-numbered civic addresses: on Thursdays and Sundays from 4 am to 9 am
	Watering new lawns or lawns being treated for the European Chafer Beetle	Outside restricted lawn watering times if in compliance with a City permit
	Watering trees, shrubs, and flowers excluding edible plants	On any day from 4 am to 9 am if using a sprinkler On any day at any time if using a handheld hose, soaker hose, water container, or drip irrigation

User	Water Use	Restriction
NON-RESIDENTIAL	Watering lawns (mixed-use buildings e.g. residential and commercial should follow Non-residential watering times)	Even-numbered civic addresses: on Mondays from 1 am to 6 am and on Fridays from 4 am to 9 am Odd-numbered civic addresses: on Tuesdays from 1 am to 6 am and on Fridays from 4 am to 9 am
	Watering new lawns or lawns being treated for European Chafer Beetle	Outside restricted lawn watering times if in compliance with a City permit
	Watering trees, shrubs, and flowers excluding edible plants	On any day from 1 am to 9 am if using a sprinkler On any day at any time if using a handheld hose, soaker hose, water container, or drip irrigation
User	Water Use	Restriction
GOVERNMENTS/ SCHOOLS/PARKS	Watering lawns and grass boulevards	Even-numbered civic addresses: on Mondays from 1 am to 6 am and on Fridays from 4 am to 9 am Odd-numbered civic addresses: on Tuesdays from 1 am to 6 am and on Fridays from 4 am to 9 am
	Watering new lawns or lawns being treated for the European Chafer Beetle	Outside restricted lawn watering times if in compliance with a City permit
	Watering trees, shrubs, and flowers excluding edible plants	On any day from 1 am to 9 am if using a sprinkler On any day at any time if using a handheld hose, soaker hose, water container, or drip irrigation
	Watering soil-based playing fields	On any day from 7 pm to 9 am, except if: - Watering newly over-seeded fields if in compliance with a local government permit - Operating under an approved City water management plan
	Watering sand-based playing fields	On any day from 7 pm to 9 am, except if: - Watering newly over-seeded fields if in compliance with a City permit - Operating under an approved City water management plan
	Flushing water mains	Prohibited

STAGE 2 WATER RESTRICTIONS

Stage 2 restrictions conserve drinking water to ensure the existing supply will last until the return of seasonal rainfall or until the water shortage situation is over. These restrictions are designed to conserve enough drinking water to avoid or delay moving to Stage 3 as long as possible.

User	Water Use	Restriction
RESIDENTIAL	Watering lawns	Even-numbered civic addresses: on Wednesdays from 4 am to 9 am Odd-numbered civic addresses: on Thursdays from 4 am to 9 am
	Watering new lawns or lawns being treated for the European Chafer Beetle	Outside restricted lawn watering times if in compliance with a City permit
	Watering trees, shrubs, and flowers excluding edible plants	On any day from 4 am to 9 am if using a sprinkler On any day at any time if using a handheld hose, soaker hose, water container, or drip irrigation
	Washing impermeable surfaces	Prohibited except if: - For a health or safety reason - Preparing a surface for painting or similar treatment - Aesthetic cleaning by a commercial cleaning operation
	Topping up or filling aesthetic water features	Prohibited
User	Water Use	Restriction
NON-RESIDENTIAL	Watering lawns (mixed-use buildings e.g. residential and commercial should follow Non-residential watering times)	Even-numbered civic addresses: on Mondays from 1 am to 6 am Odd-numbered civic addresses: on Tuesdays from 1 am to 6 am
	Watering new lawns or lawns being treated for European Chafer Beetle	Outside restricted lawn watering times if in compliance with a City permit
	Watering trees, shrubs, and flowers excluding edible plants	On any day from 1 am to 9 am if using a sprinkler On any day at any time if using a handheld hose, soaker hose, water container, or drip irrigation
	Watering golf courses	Fairways watering anytime on any one day in a 7-day period, except if operating under an approved City water management plan

	Washing impermeable surfaces	Prohibited except if: <ul style="list-style-type: none"> - For a health or safety reason - Preparing a surface for painting or similar treatment - Aesthetic cleaning by a commercial cleaning operation
	Topping up or filling aesthetic water features	Prohibited
User	Water Use	Restriction
GOVERNMENTS/ SCHOOLS/PARKS	Watering lawns and grass boulevards	Even-numbered civic addresses: on Mondays from 1 am to 6 am Odd-numbered civic addresses: on Tuesdays from 1 am to 6 am
	Watering new lawns or lawns being treated for the European Chafer Beetle	Outside restricted lawn watering times if in compliance with a City permit
	Watering trees, shrubs, and flowers excluding edible plants	On any day from 1 am to 9 am if using a sprinkler On any day at any time if using a handheld hose, soaker hose, water container, or drip irrigation
	Watering soil-based playing fields	No more than 4 days in a 7-day period from 7 pm to 9 am, except if: <ul style="list-style-type: none"> - Watering newly over-seeded fields if in compliance with a City permit - Operating under an approved City water management plan
	Watering sand-based playing fields	On any day from 7 pm to 9 am, except if: <ul style="list-style-type: none"> - Watering newly over-seeded fields if in compliance with a City permit - Operating under an approved City water management plan
	Flushing water mains	Prohibited
	Operating water play parks and pools	Prohibited except water play parks with user-activated switches
	Topping up or filling aesthetic water features	Prohibited

STAGE 3 WATER RESTRICTIONS

Stage 3 restrictions respond to serious drought conditions, or other water shortage, and achieve further reductions in drinking water use by implementing a lawn watering ban and additional stricter measures.

User	Water Use	Restriction
RESIDENTIAL	Watering lawns	Prohibited
	Watering new lawns or lawns being treated for the European Chafer Beetle	City permits issued in Stages 1 or 2 remain in effect until permit expires No new permits issued or renewed
	Watering trees, shrubs, and flowers excluding edible plants	Prohibited if using a sprinkler or soaker hose On any day at any time if using a handheld hose, water container, or drip irrigation
	Washing impermeable surfaces	Prohibited except if: - For a health or safety reason - Preparing a surface for painting or similar treatment by a commercial cleaning operation
	Topping up or filling aesthetic water features	Prohibited
	Topping up or filling pools and hot tubs	Prohibited
	Washing vehicles and boats	Prohibited except to clean windows, lights, mirrors, license plates, and boat engines for safety
User	Water Use	Restriction
NON-RESIDENTIAL	Watering lawns (mixed-use buildings e.g. residential and commercial should follow Non-residential watering times)	Prohibited
	Watering new lawns or lawns being treated for European Chafer Beetle	City permits issued in Stages 1 or 2 remain in effect until permit expires No new permits issued or renewed
	Watering trees, shrubs, and flowers excluding edible plants	Prohibited if using a sprinkler or soaker hose On any day at any time if using a handheld hose, water container, or drip irrigation
	Watering golf courses	Fairways watering prohibited except if operating under an approved City water management plan
	Washing impermeable surfaces	Prohibited except if: - For a health or safety reason

		- Preparing a surface for painting or similar treatment by a commercial cleaning operation
	Topping up or filling aesthetic water features	Prohibited
	Topping up or filling pools and hot tubs	Prohibited except for pools and hot tubs with a permit to operate in accordance with health authorities having jurisdiction over pool and hot tub regulation
	Washing vehicles and boats	Prohibited except to clean windows, lights, mirrors, licence plates, and boat engines for safety
	Commercial vehicle washing	Prohibited except if: - A facility that installed an automatic vehicle wash system before November 1, 2017, is operating on a basic wash and rinse cycle only - A facility that installed an automatic vehicle wash system after November 1, 2017, is operating using a water recycling system that achieves a minimum 60% water recovery rate over the full wash cycle A hand wash and self-service facility, is operating using high-pressure wands or brushes that achieve a maximum flow rate of 11.4 litres per minute
User	Water Use	Restriction
GOVERNMENTS/ SCHOOLS/PARKS	Watering lawns and grass boulevards	Prohibited
	Watering new lawns or lawns being treated for the European Chafer Beetle	City permits issued in Stages 1 or 2 remain in effect until permit expires No new permits issued or renewed
	Watering trees, shrubs, and flowers excluding edible plants	Prohibited if using a sprinkler or soaker hose On any day at any time if using a handheld hose, soaker hose, water container, or drip irrigation
	Watering soil-based playing fields	No more than 3 days in a 7-day period from 7 pm to 9 am, except if: - Watering newly over-seeded fields if in compliance with a City permit - Operating under an approved City water management plan
	Watering sand-based playing fields	No more than 5 days in a 7-day period from 7 pm to 9 am, except if: - Watering newly over-seeded fields if in compliance with a City permit - Operating under an approved City water management plan

	Flushing water mains	Prohibited
	Operating water play parks and pools	Prohibited except water play parks with user-activated switches
	Topping up or filling aesthetic water features	Prohibited
	Topping up or filling pools and hot tubs	Prohibited except for pools and hot tubs with a permit to operate in accordance with health authorities having jurisdiction over pool and hot tub regulation
	Washing vehicles and boats	Prohibited except to clean windows, lights, mirrors, licence plates, and boat engines for safety

STAGE 4 WATER RESTRICTIONS

Stage 4 is an emergency stage that limits both indoor and outdoor water uses as much as possible to ensure an adequate supply of drinking water for human consumption, use in firefighting and to protect the quality of drinking water within the water system for public health.

Stage 4 is activated based on the rare occurrence of a significant emergency, such as an earthquake, flood, wild land and interface fire, severe weather, or a prolonged regional power outage that causes significant impacts to the water system infrastructure (e.g. damage to major water transmission lines, pump stations, or treatment plants).

In addition to the following outdoor water restrictions, Metro Vancouver could request that industrial water users implement voluntary reductions or reschedule production processes that consume large amounts of water until Stage 4 is deactivated.

User	Water Use	Restriction
RESIDENTIAL	Watering lawns	Prohibited
	Watering new lawns or lawns being treated for the European Chafer Beetle	All City permits issued for lawn watering are invalidated
	Watering trees, shrubs, and flowers excluding edible plants	Prohibited
	Topping up or filling aesthetic water features	Prohibited
	Topping up or filling pools and hot tubs	Prohibited
	Washing impermeable surfaces	Prohibited except if ordered by a regulatory authority having jurisdiction for a health or safety reason
	Washing vehicles and boats	Prohibited except to clean windows, lights, mirrors, license plates, and boat engines for safety
User	Water Use	Restriction
NON-RESIDENTIAL	Watering lawns (mixed-use buildings e.g. residential and commercial should follow Non-residential watering times)	Prohibited

	Watering new lawns or lawns being treated for European Chafer Beetle	All City permits issued for lawn watering are invalidated
	Watering trees, shrubs, and flowers excluding edible plants	Prohibited
	Watering golf courses	Prohibited
	Washing impermeable surfaces	Prohibited except if ordered by a regulatory authority having jurisdiction for a health or safety reason
	Topping up or filling aesthetic water features	Prohibited
	Topping up or filling pools and hot tubs	Prohibited
	Washing vehicles and boats	Prohibited except to clean windows, lights, mirrors, licence plates, and boat engines for safety
	Commercial vehicle washing	Prohibited
User	Water Use	Restriction
GOVERNMENTS/ SCHOOLS/PARKS	Watering lawns and grass boulevards	Prohibited
	Watering new lawns or lawns being treated for the European Chafer Beetle	All City permits issued for lawn watering are invalidated
	Watering trees, shrubs, and flowers excluding edible plants	Prohibited
	Watering soil-based playing fields	Prohibited
	Watering sand-based playing fields	Prohibited
	Flushing water mains	Prohibited
	Operating water play parks and pools	Prohibited
	Topping up or filling aesthetic water features	Prohibited
	Topping up or filling pools and hot tubs	Prohibited
	Washing vehicles and boats	Prohibited except to clean windows, lights, mirrors, licence plates, and boat engines for safety

SCHEDULE B

SAMPLE TEMPORARY EXEMPTION PERMIT – NEW LAWN OR LANDSCAPING

**THIS PROPERTY IS TEMPORARILY EXEMPT
FROM CURRENT WATER RESTRICTIONS FOR NEW LAWN OR LANDSCAPING**

In compliance with Anmore Drinking Water Conservation Plan Bylaw No. 579-2018

HOURS OF IRRIGATION WITH PERMIT

4:00 A.M. TO 9:00 A.M. DAILY

PROPERTY OWNER

PROPERTY

ADDRESS

EXPIRY DATE

PERMIT NUMBER

L2018-

APPROVED BY

FOR FURTHER INFORMATION PLEASE PHONE VILLAGE STAFF AT 604-469-9877

This permit **MUST BE DISPLAYED** in the front yard next to the principal driveway

This permit does not exempt the holder from Stage 3 or Stage 4 Restrictions

SCHEDULE C
SAMPLE TEMPORARY EXEMPTION PERMIT – NEMATODE TREATMENT

**THIS PROPERTY IS TEMPORARILY EXEMPT
FROM CURRENT WATER RESTRICTIONS FOR NEMATODE APPLICATION**

In compliance with Anmore Drinking Water Conservation Plan Bylaw No. 579-2018

**HOURS OF IRRIGATION WITH PERMIT
4:00 A.M. TO 9:00 A.M. DAILY**

PROPERTY OWNER

PROPERTY

ADDRESS

EXPIRY DATE

PERMIT NUMBER

N2018-

APPROVED BY

FOR FURTHER INFORMATION PLEASE PHONE VILLAGE STAFF AT 604-469-9877

This permit **MUST BE DISPLAYED** in the front yard next to the principal driveway

This permit does not exempt the holder from Stage 3 or Stage 4 Restrictions

VILLAGE OF ANMORE

BYLAW NO. 672-2022

A bylaw to amend Anmore Drinking Water Conservation Plan Bylaw No. 579-2018

WHEREAS pursuant to section 8 of the Community Charter, S.B.C. 2003, c26, as amended, Council has the authority to enact bylaws that regulate, prohibit and impose requirements in relation to a municipal service;

AND WHEREAS the Village has established and maintains a water distribution system, under Anmore Subdivision and Development Control Bylaw No. 633-2020, as amended, in recognition of the need to provide an effective method of water conservation within the Village and has agreed to cooperate with the Greater Vancouver Water District to regulate the use of water supplied by the water distribution system;

NOW THEREFORE the Municipal Council of the Village of Anmore, in open meeting assembled, enacts as follows:

1. That this bylaw may be cited for all purposes as “Anmore Drinking Water Conservation Plan Amendment Bylaw No. 672-2022”.
2. That Anmore Drinking Water Conservation Plan Bylaw No. 579-2018 be amended as follows:

Delete section “Stage 1 Water Restrictions” of Schedule “A” in its entirety and replace it with the following:

STAGE 1 WATER RESTRICTIONS

Stage 1 comes into effect automatically each year – on May 1 until October 15 -to prevent drinking water wastage and ensure water users employ efficient and effective watering practices.

User	Water Use	Restriction
RESIDENTIAL	Watering lawns	Even-numbered civic addresses on Saturdays and odd-numbered civic addresses on Sundays: <ul style="list-style-type: none"> ▪ Automatic watering – from 5 am to 7 am ▪ Manual watering – from 6 am to 9 am
	Watering new lawns or lawns being treated for the European Chafer Beetle	Outside restricted lawn watering times if in compliance with a Village permit
	Watering trees, shrubs, and flowers, excluding edible plants	On any day from 5 am to 9 am if using a sprinkler On any day at any time if using a handheld hose, soaker hose, water container, or drip irrigation

User	Water Use	Restriction
NON-RESIDENTIAL	Watering lawns (mixed-use buildings e.g. residential and commercial should follow Non-residential watering times)	Even-numbered civic addresses on Mondays and odd-numbered addresses Tuesdays: <ul style="list-style-type: none"> Automatic watering – from 4 am to 6 am Manual watering – from 6 am to 9 am
	Watering new lawns or lawns being treated for European Chafer Beetle	Outside restricted lawn watering times if in compliance with a Village permit
	Watering trees, shrubs, and flowers excluding edible plants	On any day from 4 am to 9 am if using a sprinkler On any day at any time if using a handheld hose, soaker hose, water container, or drip irrigation
User	Water Use	Restriction
GOVERNMENTS/ SCHOOLS/PARKS	Watering lawns and grass boulevards	Even-numbered civic addresses on Mondays and odd-numbered addresses Tuesdays: <ul style="list-style-type: none"> Automatic watering – from 4 am to 6 am Manual watering – from 6 am to 9 am
	Watering new lawns or lawns being treated for the European Chafer Beetle	Outside restricted lawn watering times if in compliance with a Village permit
	Watering trees, shrubs, and flowers excluding edible plants	On any day from 4 am to 9 am if using a sprinkler On any day at any time if using a handheld hose, soaker hose, water container, or drip irrigation
	Watering soil-based playing fields	On any day from 7 pm to 9 am, except if: <ul style="list-style-type: none"> - Watering newly over-seeded fields if in compliance with a local government permit - Operating under an approved Village water management plan
	Watering sand-based playing fields	On any day from 7 pm to 9 am, except if: <ul style="list-style-type: none"> - Watering newly over-seeded fields if in compliance with a Village permit - Operating under an approved Village water management plan
	Flushing water mains	Prohibited

READ a first time the day of , 2022

READ a second time the day of , 2022

READ a third time the day of , 2022

ADOPTED the day of , 2022

MAYOR

CORPORATE OFFICER



VILLAGE OF ANMORE

REPORT TO COUNCIL

Date: April 22, 2022 3900-30

Submitted by: Karen Elrick, Manager of Corporate Services

Subject: Legislative Updates – Local Government Election Bylaw, Council Code of Conduct, Public Notice Bylaw

Purpose / Introduction

In response to recent legislative changes, this report is intended to provide Council with updates to Village bylaws and introduce a Code of Conduct Policy.

Recommended Option

THAT Council approve Council Code of Conduct Policy No. 73.

AND

THAT Council give first, second, and third readings to Anmore Public Notice Bylaw 671-2022;

AND

THAT Council give first, second, and third readings to Anmore Local Government Election Procedure Bylaw Amendment Bylaw 670-2022.

Background

In Fall 2021, Bill 26, *Municipal Affairs Statutes Amendment Act* (Bill 26), was introduced in the Legislature proposing amendments to various sections in the *Community Charter, Local Government Act*, and other local government legislation. Two key changes under this legislation are related to delegation to local government to create their own public notice scheme for legislative notice requirements, and establishing a new requirement for all local governments to publicly consider the development of a code of conduct.

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April 22, 2022

Further, in advance of the local government general elections in October 2022, section 110 of the *Local Government Act* related to mail ballot voting has been amended to remove the restrictions on electors.

Discussion

Code of Conduct

In 2017 a Working Group on Responsible Conduct was developed under a joint initiative of the Union of British Columbia Municipalities, Ministry of Community Sport and Cultural Development, and the Local Government Management Association. As a result, a consultation paper was prepared which informed the Model Code of Conduct which was created in August 2018 and updated April 2021. Staff has used this model and the foundational principles of responsible conduct to prepare a Code of Conduct Policy 73 (**Attachment 1**) for Council's consideration.

Under Bill 26, a new requirement was established for all local governments to publicly consider the development of a code of conduct. While this requirement will not take effect until a regulation to bring it into force is passed (anticipated Spring 2022), many Councils have taken a proactive approach to engage in discussion about shared expectations for conduct as they carry out their responsibilities and govern together. When in effect, all municipal Councils, within six months of a general local election, will need to consider, at an open meeting, whether to establish a code of conduct or revise an existing one. If a local government chooses not to establish or review a code of conduct, they will need to state their reasons for making this decision publicly, and further reconsider their decision before January 1 of the year of the next general local election.

Public Notice

Under the *Community Charter* and *Local Government Act* requirements are set out to provide public notice of matters of public interest such as public meetings, public hearings, elections, and disposition of land. Under Bill 26, on February 28, 2022, two options for public notice requirements came into force:

1. Continue to use the default publication requirements of publishing notices in newspaper once each week for two consecutive weeks; or
2. Adopt a bylaw to provide for alternative methods of publication of notices.

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In addition to both the default requirements and the provision to allow Council to adopt a bylaw to provide alternative notice methods, local governments must also provide public notice by posting notice at the public notice posting place set out in the Procedure Bylaw, which for Anmore is the Village website and the Notice Board at Village Hall.

Staff is recommending that Council consider adopting Anmore Public Notice Bylaw 671-2022 (**Attachment 2**) to address gaps with the default newspaper publication requirements with a goal to facilitate transparency and accountability, and broader reach in informing and engaging the public of matters of public interest.

Currently, the Village is meeting legislative notice requirements under the default newspaper notification. In updating the legislation, it has been recognized that the newspaper notification, has, in some ways, become an antiquated way of communication and many communities have more effective ways to reach the public. Most recently, some of the challenges faced by the Village with newspaper notification are:

- Tri City News publication has moved from bi-weekly (twice per week) to weekly publishing schedule. This has created challenges with deadlines for booking and content approval to fit within legislated timelines.
- Due to the weekly Tri City News publishing schedule and Council meeting schedule, in order to meet legislative requirements, the Village has had to publish in an alternate newspaper, Maple Ridge News, which is not effective in providing notice to our community.
- Tri City News publication does not have direct door to door delivery to homes in Anmore.
- Publication rates are not cost effective and range from \$275 - \$1,000 per ad depending on the size of notice.

Establishing a bylaw to set means of publication for notices provides the community with a consistent clear expectation of where to access notices. In addition, staff intends to continue with the current practice of additional communication measures including mail drop notices, and direct mail notices to impacted residents which are beyond legislative requirements for land use or other areas of interest to the community. Where staff or Council determines that it would be appropriate to use newspaper publications as an additional means of notice, this method can still be utilized as a supplementary method. Further, as the Village undergoes

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website upgrades scheduled for this year, staff will incorporate a prominent area to ensure ease of navigation and accessibility to public notices.

Following the guidance of the Ministry of Municipal Affairs to ensure the principles of reliability, suitability, and accessibility are met, the proposed bylaw has set out two means to provide notice in addition to the current notice requirements under the Anmore Procedure Bylaw:

1. Village of Anmore Facebook. This is a publicly accessible page that does not require a facebook account to access and may be followed by facebook users, if desired. Currently, the Village of Anmore Facebook page is followed by 692 followers.
2. Village of Anmore Email Subscription Notification. The current subscription notification has 557 subscribers.
3. Village of Anmore Website. This is currently prescribed as one of the public notice posting places under the Anmore Procedure Bylaw No. 541-2016.
4. Village Hall Notice Board. This is currently prescribed as one of the public notice posting places under the Anmore Procedure Bylaw No. 541-2016.

Election Bylaw Update

Mail Ballot

As of June 17, 2021, the *Local Government Act* was amended to include a provision that all electors are eligible to vote by mail ballot, where a bylaw provides for mail ballot. The current Anmore Local Government Election Procedure Bylaw (**Attachment 3**) provides for the ability for electors to vote by mail; however, if Council chooses to continue with this provision, the bylaw requires updates to align with the removal of previous restrictions related to they type of electors that were permitted to vote by mail. Additionally, staff recommends that the mail ballot section of the current bylaw be updated to enable the Chief Election Officer (CEO) to set procedures related to mail ballot time limits for voting and applying for a mail ballot as well as further procedures that are not prescribed in legislation. Given the uncertainty of changing conditions, particularly related to the COVID pandemic, allowing the CEO to set the timing and procedures will ensure the ability to adapt to circumstances, and restrictions if any, during the election process. Once set, these procedures will be clearly communicated to the community and publicly available to encourage voter participation. As any bylaw related to election process cannot be amended or adopted after July 4, 2022, this amendment will ensure the

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ability to pivot quickly should conditions change in advance of the general local government election date of October 15, 2022.

Name order by lot

The 2018 Local Government Election was the first time that the order of names on the ballot in Anmore was determined by lot, rather than listed in alphabetical order. The lot draw cannot take place until after the close of the withdrawal period for candidates, which for the 2022 general local government election is 4 p.m. on September 16. Because of this requirement, determination of order of names by lot delays the timing of sending the instructions to suppliers for layout and printing of ballots as this cannot be accomplished until after the lot draw. Subsequently, the printing of ballots and logic and accuracy testing of ballots is delayed, which in turn delays the timing for which mail ballots can be provided. Given the historical number of candidates in previous years elections, it can be argued that there is no significant disadvantage to candidates of listing names on the ballot in alphabetical order. Accordingly, staff recommends removing this clause and defaulting to alphabetical ballots.

There are several housekeeping amendments included in the proposed bylaw amendment to address typos and inconsistent legislation references.

Proposed changes are outlined below:

Update	Comment
Ballot order of names by lot	<ul style="list-style-type: none">• Remove and default to alphabetical names on ballot
Mail Ballot	<ul style="list-style-type: none">• Align with current legislation• CEO to set time limits and procedures
Housekeeping changes	<ul style="list-style-type: none">• Correct spelling errors• Remove inconsistent or outdated legislation section references

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Other Options

**THAT Council approve Council Code of Conduct Policy No. 73.
(recommended)**

Or

That Council approve Council Code of Conduct Policy No. 73 with the following
amendments:_____.

Or

That Council decline to consider a Code of Conduct Policy at this time and defer consideration
until after the 2022 General Local Government Election.

AND

**THAT Council give first, second, and third readings to Anmore Public Notice Bylaw 671-
2022;**

Or

That Council give first, second, and third readings to Anmore Public Notice Bylaw 671-2022,
as amended to include _____.

Or

That Council choose to keep status quo and continue with the public notice requirements as
defaulted under the *Community Charter*.

AND

**THAT Council give first, second, and third readings to Anmore Local Government Election
Procedure Bylaw Amendment Bylaw 670-2022;**

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Or

That Council give first, second, and third readings to Anmore Local Government Election
Procedure Bylaw Amendment Bylaw 670-2022, as amended to include

_____.

Or

That Council choose to keep status quo and leave in place the current Anmore Local
Government Election Procedure Bylaw No. 544-2015.

Financial Implications

None.

Communications / Civic Engagement

The policy and bylaws will be posted on the Village website.

Corporate Strategic Plan Objectives

We provide responsive, efficient, transparent and engaged service.

Attachments:

1. Council Code of Conduct Policy No. 73
2. Anmore Public Notice Bylaw 671-2022
3. Anmore Local Government Election Procedure Bylaw No. 544-2015
4. Anmore Local Government Election Procedure Bylaw Amendment Bylaw 670-2022

Report/Recommendation to Council

Legislative Updates – Local Government Election Bylaw, Council Code of Conduct,
Public Notice Bylaw
April 22, 2022

Prepared by:



Karen Elrick
Manager of Corporate Services

Reviewed for Form and Content / Approved for Submission to Council:

Chief Administrative Officer's Comment/Concurrence



Chief Administrative Officer

COUNCIL POLICY

Policy	COUNCIL CODE OF CONDUCT POLICY	Policy No.	73
Effective Date		Approved by	
Date Amended		Resolution No.	
Date Established			

PURPOSE

This policy establishes shared standards and expectations with respect to the conduct, decorum, and behaviour of Council members. This policy is supplemental to existing legislation governing responsibilities and conduct of Council, the Village's Procedure Bylaw and Village policies.

PRIMARY GOALS AND OBJECTIVES

As a member of Council, responsible conduct is essential to providing good governance for the Village. The foundational principles of responsible conduct include integrity, accountability, respect, and leadership and collaboration.

DEFINITIONS

"Complainant" means the member(s) of Council submitting a complaint of a breach of this policy

"Council" means the elected officials of the municipal council of the Village of Anmore.

"Third Party Investigator" means an independent third party who has the necessary professional skills, knowledge and experience to investigate the complaint

"Respondent" means the member(s) of Council which are the subject of a complaint of a breach of this policy

"Village" means the Village of Anmore.

SCOPE

This policy applies to all members of Council for the Village.

POLICY

1. Principles

- a. Council members will respect the Village as an institution, comply with its bylaws, policies, and procedures and will encourage public respect for same.
- b. Council members must not encourage, permit or accept, disobedience of any bylaw, policy, or procedure of the Village in responding to a member of the public, as this undermines public confidence in the Village and in the rule of law.
- c. Council members have the legislated authority to make decisions that affect the daily lives of its residents, families, businesses and other community stakeholders.
- d. Council members have the authority to establish, or help establish, the long term vision for the communities they serve based upon community and citizen engagement, collaboration, and informed decision making.

Core values provide a basis for how Council members fulfill their roles and responsibilities, including their relationship with each other, staff, and with the public. It is the expectation that Council demonstrate the values of **integrity, respect, accountability, leadership, and collaboration** which includes, but is not limited to modelling the following associated behaviours.

- i. **Integrity** means being honest and demonstrating strong ethical principles.
Council members are expected to act with **integrity** by:
 - Being truthful, honest, professional, and open in all dealings;
 - Following through on their commitments, correcting errors in a timely and transparent manner, and engaging in positive communication;
 - Directing their minds to the merits of the decisions before them, ensuring that they act on the basis of relevant information and principles and in consideration of the consequences of those decisions; and
 - Behaving in a manner that promotes public confidence in all of their dealings.
- ii. **Respect** means having due regard for others' perspectives, wishes and rights.
Council members are expected to act with **respect** by:
 - Treating every person with dignity, understanding, and respect;

- Showing consideration for every person's values, beliefs, experiences, and contributions to discussions;
 - Demonstrating awareness of their own conduct, and considering how their words or actions may be perceived, and
 - Not engaging in behaviour that is offensive, demeaning, indecent, insulting, or abusive. This behaviour includes verbal slurs such as racist remarks, unwanted physical contact, or other aggressive actions that are harmful, threatening, humiliating, intimidating or otherwise unbecoming a Council member and Village representative.
- iii. **Accountability** means an obligation and willingness to accept responsibility or to account for one's conduct, behaviour, words, actions, and decisions. Council members are expected to demonstrate **accountability** by:
- Taking responsibility for the decisions that they make and being accountable for their own actions and the actions of the collective Council;
 - Actively listening to and considering the opinions and needs of the community in all decision-making, and allowing for appropriate opportunities for respectful debate and feedback
 - Carrying out their duties in an open and transparent manner so that the public can understand the process and rationale used to reach decisions and the reasons for making certain decisions
 - Ensuring that information is accessible to the extent possible under law, while also protecting privacy and confidentiality where appropriate, necessary or in accordance with provincial privacy legislation, and the confidentiality provisions of the *Local Government Act* and *Community Charter* of British Columbia
- iv. **Leadership and Collaboration** means an ability to lead, listen, and positively influence others; it also means coming together to create or meet a common goal through collective efforts. Council members are expected to demonstrate **leadership and collaboration** by:
- Behaving in a manner that builds public trust and confidence in the Village, including considering the different interests of the people who make up the community;
 - Considering the issues before them and making decisions as a collective body in the best interest of the community as a whole. As such, members will

proactively participate in debate about the merits of a decision, but once a decision has been made, all members will recognize the democratic majority, ideally acknowledging its rationale, when articulating their opinions on a decision;

- Recognizing that respectful debate is an essential part of the democratic process and encouraging constructive discourse while empowering other Council members and staff to provide their perspectives on relevant issues;
- As leaders, calmly facing challenges, and providing considered direction on issues they face as part of their roles and responsibilities while empowering their staff and Council colleagues to do the same;
- Recognizing, respecting, and valuing the distinct roles and responsibilities others play in providing good governance and commit to fostering a positive working relationship with and among other Council members, staff, and the public; and
- Recognizing the importance of the role of the chair of the meetings, and treating that person with respect at all times.

2. Confidentiality

Council members must:

- a. Not use or disclose any confidential information acquired in the course of their duties with the Village, unless to do so is in accordance with the *Freedom of Information and Protection of Privacy Act*. Examples include:
 - i. Personal information
 - ii. Proprietary information of a third party, individual or group
 - iii. Information reasonably regarded as having been disclosed to the Council member in confidence;
- b. Only access information needed for Village business and as it relates to work as a member of Council;
- c. Only use confidential information for the purpose for which it is intended to be collected or used;
- d. Refrain from discussing or disclosing confidential information with or to other Council members, staff, or with persons outside the organization, except as authorized;
- e. Not disclose any detail on Council's closed (in camera) deliberations or specific detail on whether an individual member of Council voted for or against an issue; and

- f. Treat any information regarding complaints as outlined in this policy including but not limited to the Complainant(s), Respondent(s), and any witness(es) as in confidence at all times

3. Breaches, Complaint Handling and Disciplinary Action

Council members must abide by the requirements of this policy and shall endeavour to resolve disputes in good faith, recognizing that interpersonal rancour does not facilitate good governance.

4. Informal Complaint Process

- a. Any Council member who has identified or witnessed conduct by a Council member that the Council member reasonably believes, in good faith, is in contravention of this policy may address the prohibited conduct by:
 - i. Advising the Council member the conduct violates this policy and asking or encouraging the Council member to stop;
 - ii. Requesting the Mayor assist in informal discussion of the alleged complaint with the Council member in an attempt to resolve the issue. In the event the Mayor is the subject of, or is implicated in a complaint the Council member may request the assistance of the Acting Mayor.
- b. Individuals are encouraged to pursue this informal complaint process as the first means of remedying conduct that they believe violate this policy; however a Council member is not required to complete this informal complaint procedure prior to pursuing the formal complaint process outlined below.

5. Formal Complaint Process

- a. An alleged breach of this policy may be submitted by a Council member to the Mayor and Chief Administrative Officer (CAO) (or their designate) within six (6) months of the last alleged breach. The Mayor and CAO are authorized to extend this six (6) month deadline if circumstances warrant an extension.
- b. In the event the Mayor is the subject of, or is implicated in the complaint, the complaint shall be addressed to the current Acting Mayor and CAO (or their designate) unless that individual is the subject of, or in implicated in the complaint.
- c. Upon receipt of a complaint, the Mayor, or Acting Mayor, and the CAO shall, if they are not able to resolve the matter informally, within thirty (30) days, retain

an independent third party who has the necessary professional skills, knowledge and experience to investigate the complaint (the "Third Party Investigator").

- d. The Third Party Investigator must conduct a preliminary assessment of the complaint, at the conclusion of which the investigator may determine whether to continue the investigation or make a written recommendation that the complaint be dismissed as unfounded, beyond jurisdiction of this policy or unlikely to succeed.
- e. If the Third Party Investigator determines to continue the investigation, the Third Party Investigator shall:
 - i. Conduct an independent and impartial investigation of the complaint in a manner that is fair, timely, confidential and otherwise accords with the principles of due process and natural justice;
 - ii. Provide an investigation update within ninety (90) days of their appointment to the Mayor or Acting Mayor and the CAO (or their designate), as applicable;
 - iii. Provide a written, confidential report (the "Report") of the findings of the investigation, including findings as to whether there has been a breach of this policy, to the Mayor or Acting Mayor and the CAO (or their designate), as applicable, and to the Complainant(s) and the Respondent(s); and,
 - iv. Provide recommendations in the Report as to the appropriate resolution of the complaint. Recommendations may include:
 - dismissal of the complaint;
 - censure, which may include:
 - removal from committee membership;
 - prohibition from representing the Village at events and/or attending conferences or seminars;
 - a letter of reprimand be addressed to the Council member
 - a recommendation that a letter of apology be issued by the Council member
 - publication of a letter of reprimand or request for apology and the Council members response;
 - restricting how documents are provided to the Council member;
 - counselling and/or coaching; or,
 - such other recommendations as are deemed appropriate in the judgment of the Third Party Investigator.
- f. The CAO (or their designate) shall provide the Report or a summary of the Report to Council for Council's consideration, including the respondent Council member who is the subject of the complaint.

- g. A Council member who is the subject of a complaint and investigation under this policy shall be afforded procedural fairness, including an opportunity to respond to the conclusions of the investigation report before Council deliberates and makes any decision on culpability or any censure or sanction is considered and imposed.
- h. If a Report or a summary of a Report is presented to Council, Council will decide whether the recommendations in the Report, whether in whole or part, will be accepted and implemented.
- i. Where a Council member alleges a breach of this policy by another Council member all of Council shall refrain from commenting on such allegations at open meetings of Council pending the conclusion of the Report and any decision of Council to report out to the public on the outcome.

Related Bylaws and Policies

- 1. Anmore Procedure Bylaw No. 541-2016
- 2. Policy No. 70 Communications and Community Engagement

BYLAW NO. 671-2022

A bylaw to set means for public notice.

WHEREAS under the *Community Charter*, Council may, by bylaw, determine alternative means for public notice.

NOW THEREFORE the Municipal Council of the Village of Anmore, in open meeting assembled, enacts as follows:

CITATION

1. That this bylaw may be cited for all purposes as “**Anmore Public Notice Bylaw 671-2022**”.
2. That the means of publication for public notice requirements under the *Community Charter*, *Local Government Act*, or any other enactment be set as:
 - (a) Electronically by posting the notice on the Village of Anmore official Facebook site;
 - (b) Electronically by distributing through the Village of Anmore email subscription notification.
3. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

READ a first time the day of , 2022

READ a second time the day of , 2022

READ a third time the day of , 2022

ADOPTED the day of , 2022

MAYOR

CORPORATE OFFICER

VILLAGE OF ANMORE

BYLAW NO. 544-2015

A bylaw to provide for the determination of various procedures for the conduct of Local Government Elections, By-Elections and Assent Voting.

WHEREAS under Parts 3 and 4 of the *Local Government Act*, the Council may, by bylaw, determine various procedures and requirements to be applied in the conduct of Local Government Elections, By-Elections and Assent Voting;

AND WHEREAS, Council wishes to establish various procedures and requirements under that authority:

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

1. TITLE

This bylaw may be cited for all purposes as "Anmore Local Government Election Procedure Bylaw No. 544-2015".

2. REPEAL

That "Anmore Election Procedure Bylaw No. 533-2014" is hereby repealed in its entirety.

3. DEFINITIONS

3.1 In this bylaw:

"Acceptable Mark" means a completed arrow that the Vote Counting Unit is able to identify and that has been made by an Elector in the space provided on the Ballot opposite the name of any candidate, or opposite either "yes" or "no" on any assent voting; or an X where a Vote Counting Unit is not being used; that has been made by an Elector in the space provided on the Ballot opposite the name of any candidate or opposite either "yes" or "no" on any assent voting

"Automated Ballot" means a single Automated Ballot card designed for use in an automated vote counting system, which shows:

- (a) The names of all of the candidates for each of the offices to be filled; and
- (b) All of the choices on all matters on which the opinion or assent of the Elector is sought.

“Automated Vote Count System” means a system that counts and records votes and processes and stores election results and is comprised of the following:

- (a) A number of Ballot scan Vote Counting Units, each of which rests on a two-compartment Ballot Box, one compartment of which is for:
 - (i) Voted Ballots; and
 - (ii) Returned Ballots which have been reinserted using the Ballot override procedure;and the other is for the temporary storage of voted Ballots during such time as the Vote Counting Unit is not functioning; and
- (b) A number of storage Ballot compartments into which voted Ballots are deposited where a Vote Counting Unit is not functional or being used, which will be counted after the close of voting on General Voting Day.

“Automated Ballot Return Override Procedure” means the use, by an election official, of a device on a Vote Counting Unit that causes the unit to accept a returned Ballot.

“Ballot” means a single Ballot for each elected office being filled that is not designed for a Vote Counting Unit, which shows:

- (a) The names of the candidates for each of the offices to be filled; and
- (b) All of the choices on all matters on which the opinion or assent of the Electors is sought

“Ballot Box” means a Ballot Box that is used in the election where a Vote Counting Unit is not being used;

“By-Election” means an election pursuant to the Part 3 of the *Local Government Act*;

“Election Headquarters” means the Anmore Village Hall located at 2697 Sunnyside Road, or an alternate location deemed appropriate by the Chief Election Officer should the need arise;

“Elector” means a resident or property Elector of the jurisdiction as defined under the *Local Government Act*;

“Emergency Ballot Compartment” means a compartment in the Ballot Box under each Vote Counting Unit into which voted Automated Ballots are temporarily deposited in the event that the Vote Counting Unit ceases to function;

“General Local Election” means elections provided for in the *Local Government Act* and includes School Trustee elections, By-Elections and assent voting;

“General Voting Day” means General Voting Day as defined in the *Local Government Act* and includes By-Elections and assent voting;

“Mail Ballot Box” means the Ballot Box used to collect and hold in a secure place the secrecy envelopes until such time as the secrecy Ballots can be opened and inserted into the Vote Counting Unit or Ballot Box if a Vote Counting Unit is not being used.

“Memory Pack” means a computer software cartridge, which is inserted into the Vote Counting Unit and into which is programmed:

- (a) The names of all the candidates for each of the offices to be filled; and
- (b) If applicable, the alternatives of “yes” or “no” for each bylaw and question;

and a mechanism to record and retain information on the number of Acceptable Marks made for each.

“Results Tape” means a printed record generated from a Vote Counting Unit at the close of voting on General Voting Day, which shows the number of votes for each candidate for each of the offices to be filled, and the number of votes for and against each bylaw or assent voting on which the assent or opinion of the Electors is sought;

“Returned Ballot” means a voted Automated Ballot that was inserted into the Vote Counting Unit, but which was not accepted and was returned with an explanation of the Ballot marking error that caused the Automated Ballot to be returned;

“Secrecy Sleeve” means an open-ended folder or envelope used to cover Automated Ballots to conceal the choices made by an Elector;

“Village” means the Village of Anmore;

“Vote Counting Unit” means the device into which voted Ballots are inserted and that scans each Ballot and records the number of votes for each candidate and for and against each bylaw or other matter on which assent voting of the Electors is sought;

“Village Sign Board” means one of the three notice boards located in the Village and identified on the site map in Schedule “A” as locations 2, 3 and 6.

“Voted Ballot” means a Ballot onto which an Elector has made Acceptable Marks.

- 3.2 Unless otherwise provided, words and phrases used herein have the same meanings as in the *Local Government Act*, as the context and circumstances may require. A reference to a statute in this bylaw refers to a statute of the Province of British Columbia unless otherwise indicated, and a reference to any bylaw or other enactment refers to the enactment as it may be amended or replaced from time to time. Headings in this bylaw are for convenience only and must not be construed as defining or limiting its scope or intent. If any part of this bylaw is held invalid by a court of competent jurisdiction, the invalid part is severed and the remainder continues to be valid.

4. PROCEEDINGS BEFORE THE POLL

- 4.1 Council hereby authorizes the use of an automated vote counting system for the conduct of elections and assent voting that may, from time to time, be required.
- 4.2 Council authorizes the Chief Election Officer to have the authority to determine whether or not voting will be conducted by automated voting or if in the opinion of the Chief Election Officer, manual voting would be more financially viable to the Village.
- 4.3 The Chief Election Officer will be responsible for ordering Ballot papers and all necessary supplies for the purpose of conducting General Local Election, By-Election and Assent Voting.
- 4.4 The Chief Election Officer will be responsible for the rental of suitable premises in order to conduct a General Local Election, By-Election and Assent Voting.
- 4.5 The Chief Election Officer will be responsible in the hiring and training of election officials to conduct the General Local Election, By-Election and Assent Voting.

5. USE OF PROVINCIAL LIST OF VOTERS AS THE REGISTER OF RESIDENT ELECTORS

- 5.1 For the purposes of all local elections and assent voting to the Electors under the *Local Government Act*, the most current available Provincial list of voters prepared under the *Election Act* shall become the register of resident Electors on the 52nd day prior to General Voting Day for such elections and assent voting to the Electors.
- 5.2 No advance registration of voters shall be required except when registering as a non-resident property Elector.

6. ORDER OF NAMES ON BALLOT

- 6.1 The order of names of candidates on the Ballot will be determined by lot in accordance with Section 107 of the *Local Government Act*.

7. AUTOMATED VOTING PROCEDURES

- 7.1 As soon as an Elector enters the voting place they must proceed to an election official responsible for issuing Automated Ballots, who:
- (a) must ensure that the Elector:
 - (i) is qualified to vote in the election;
 - (ii) completes the appropriate voting book; and
 - (b) upon fulfillment of the requirements above must:
 - (i) offer a demonstration of how to use the automated vote counting system; and
 - (ii) provide an Automated Ballot to the Elector, a Secrecy Sleeve to the Elector, if requested, and any further instructions the Elector requests.
- 7.2 Upon receiving an Automated Ballot, the Elector must immediately proceed to a voting booth to mark the Automated Ballot.
- 7.3 The Elector may vote only by making an Acceptable Mark on the Automated Ballot:
- (a) beside the name of each candidate of choice up to the maximum number of candidates to be elected for each of the offices to be filled; and
 - (b) if applicable, beside either "yes" or "no" in the case of which the assent or opinion of the Electors is sought.
- 7.4 Once the Elector has finished marking the Automated Ballot, the Elector shall place the Automated Ballot into the Secrecy Sleeve, if applicable, proceed to the Vote Counting Unit and under the supervision of an election official insert the Automated Ballot directly from the Secrecy Sleeve, if applicable, into the Vote Counting Unit without the marks on the Automated Ballot being exposed.
- 7.5 If, before inserting the Automated Ballot into the Vote Counting Unit, an Elector determines that a mistake has been made when marking an Automated Ballot or if the Automated Ballot is returned by the Vote Counting Unit, the Elector may

request a replacement Automated Ballot by advising the election official in attendance.

- 7.6 If the Elector declines the opportunity to obtain a replacement Automated Ballot and has not damaged the Automated Ballot to the extent that it cannot be reinserted into the Vote Counting Unit, the election official shall, using the Automated Ballot Return Override Procedure, reinsert the returned Automated Ballot into the Vote Counting Unit to count any Acceptable Marks that have been made correctly.
- 7.7 Any Automated Ballot accepted by the Vote Counting Unit is valid and any Acceptable Marks contained on such Automated Ballots will be counted in the election subject to any determination made under a judicial recount.
- 7.8 Once the Ballot has been inserted into the Vote Counting Unit and the Vote Counting Unit indicates that the Ballot has been accepted, the Elector must immediately leave the voting place.
- 7.9 During any period that a Vote Counting Unit is not functioning, the election official supervising the unit must direct Electors to insert their Automated Ballots into the Emergency Ballot Compartment.
- 7.10 When the Vote Counting Unit which was not functioning becomes operational, or is replaced with another Vote Counting Unit, the Automated Ballots in the Emergency Ballot Compartment must, as soon as the voting place is closed, and prior to generating the results tape, be removed by an election official and under the supervision of the Chief Election Officer or designate, be inserted into the Vote Counting Unit to be counted.
- 7.11 Any Ballots which were temporarily stored in the Emergency Ballot Compartment and are returned by the Vote Counting Unit when being counted must, through the use of the Automated Ballot Return Override Procedure, and under the supervision of the Chief Election Officer or designate be reinserted into the Vote Counting Unit to ensure that any Acceptable Marks are counted.

8. MANUAL VOTING PROCEDURES

- 8.1 As soon as an Elector enters the voting place they must proceed to an election official responsible for issuing Ballots, who:

- (a) must ensure that the Elector:
 - (i) is qualified to vote in the election;
 - (ii) completes the appropriate voting book; and
 - (b) upon fulfillment of the requirements above must:
 - (i) provide a Ballot to the Elector, and
 - (ii) provide any further instructions the Elector requests.
- 8.2 Upon receiving a Ballot, the Elector must immediately proceed to a voting booth to mark the Ballot.
- 8.3 The Elector may vote only by making an Acceptable Mark on the Ballot:
 - (a) beside the name of each candidate of choice up to the maximum number of candidates to be elected for each of the offices to be filled; and
 - (b) if applicable, beside either “yes” or “no” in the case of each bylaw or other matter on which the assent voting of the Electors is sought.
- 8.4 Once the Elector has finished marking the Ballot, the Elector shall, fold their Ballot in half, and proceed to the Ballot Box.
- 8.5 If before inserting the Ballot into the Ballot Box, an Elector determines that a mistake has been made when marking the Ballot, the Elector may request a replacement Ballot by advising the election official in attendance.
- 8.6 Once the Ballot has been deposited into the Ballot Box, the Elector must immediately leave the voting place.

9. ADVANCE VOTING

- 9.1 As authorized under Section 97 of the *Local Government Act*, one advance voting opportunity will be held, and shall be held on the 10th day before General Voting Day.
- 9.2 If the Chief Election Officer determines that automated voting will be held for the General Local Election, By-Election or Assent Voting, Vote Counting Units are to be used at advance voting, and voting procedures at the advance voting must follow the procedures described in Section 7, Clauses 7.1 to 7.11 of this Bylaw.

- 9.3 At the close of advance voting where automated voting was used, the Chief Election Officer must secure the Vote Counting Unit so that no more Ballots can be inserted; and ensure that the results tapes in the Vote Counting Unit are not generated.
- 9.4 If the Chief Election Officer determines that manual voting will be held for the General Local Election, By-Election or Assent Voting, voting procedures at the advance voting must follow the procedures described in Section 8, Clauses 8.1 to 8.6.
- 9.5 At the close of advance voting where manual voting was used, the Chief Election Officer must secure the Ballot Box so that no more Ballots can be inserted and secure the Ballot Box until the close of voting on General Voting Day.

10. PROCEDURES FOR AUTOMATED VOTING AFTER THE CLOSE OF GENERAL VOTING

- 10.1 After the close of voting on General Voting Day, the Chief Election Officer must:
 - (a) ensure that any remaining Ballots in the Emergency Ballot Compartment are inserted into the Vote Counting Unit;
 - (b) secure the Vote Counting Unit so that no more Ballots can be inserted;
 - (c) generate two copies of the results tape from the Vote Counting Unit;
 - (d) remove the Memory Pack from the Vote Counting Unit;
 - (e) complete the Ballot account for the voted Ballots, unused Ballots, spoiled Ballots and unaccounted for Ballots;
 - (f) package and seal separately the unused, spoiled and voted Ballots and place each package into a Ballot Box, along with the following:
 - (i) one copy of the Ballot account;
 - (ii) one copy of the results tape;
 - (iii) the Memory Pack;
 - (iv) any keys used for the Vote Counting Unit;
 - (v) the voting books;
 - (vi) any copies of the list of registered electors used for the purposes of voting procedures; and

- (vii) any solemn declarations taken and any signed written statements required by or under Part 3 of the *Local Government Act* in relating to voting proceeding.

10.2 At the close of General Voting Day, the Chief Election Officer will generate the results tape for the advance voting opportunity, following the procedures as applicable in Clause 10.1 of this bylaw.

11. PROCEDURES FOR MANUAL VOTING AFTER THE CLOSE OF GENERAL VOTING DAY

11.1 After the close of General Voting Day, the Chief Election Officer must:

- (a) secure the Ballot Boxes so that no more Ballots can be inserted;
- (b) complete the Ballot account for the voted Ballots, unused Ballots, spoiled Ballots and unaccounted for Ballots;
- (c) package and seal separately the unused, spoiled and voted Ballots and place each package into a Ballot Box, along with the following:
 - (i) one copy of the Ballot account;
 - (ii) the voting books;
 - (iii) any copies of the list of registered electors used for the purposes of voting procedures; and
 - (iv) any solemn declarations taken and any signed written statements required by or under Part 3 of the *Local Government Act* in relating to voting proceeding.

12. RECOUNT PROCEDURE FOR AUTOMATED VOTING

12.1 If a recount is required it shall be conducted under the direction of the Chief Election Officer using the Automated Vote Counting System and in accordance with the following procedure:

- (a) the memory packs of all Vote Counting Units must be reinserted into the designated Vote Counting Unit, to be cleared;
- (b) a results tape must be generated to ensure there are no votes recorded;
- (c) all voted Automated Ballots must be removed from the sealed Ballot Box, and reinserted in the Vote Counting Unit under the supervision of the Chief Election Officer;

- (d) any Automated Ballots returned by the Vote Counting Unit during the recount process must, through the use of the Automated Ballot Return Override Procedure, be reinserted into the Vote Counting Unit to ensure that any Acceptable Marks are counted; and
- (e) to obtain the election results, two copies of the results tape is to be generated from the Vote Counting Unit.

13. RECOUNT PROCEDURE FOR MANUAL VOTING

If Chief Election Officer determines a recount is required, the Chief Election Officer will determine which Ballot will be recounted and when the recount will take place.

14. MAIL BALLOT AUTHORIZATION AND PROCEDURES

14.1 Mail Ballot Authorization

- (a) Voting by mail Ballot and Elector registration by mail in conjunction with mail Ballot voting is hereby authorized for General Local Elections, By-Elections and Assent Voting.
- (b) The only Electors who may vote by mail Ballot are the following:
 - (i) persons who have a physical disability, illness or injury that affects their ability to vote at another voting opportunity; or
 - (ii) persons who expect to be absent from the Village of Anmore on Advance Voting Day and General Voting Day.

14.2 Mail Ballot Application Procedure

- (a) A person wishing to vote by mail Ballot shall apply by giving their name and address to the Chief Election Officer or to the person designated by the Chief Election Officer for such purposes during the period commencing 7 days before the first day of Advance Voting and ending at 4:00 p.m. on the Thursday two days before General Voting Day.
- (b) Upon receipt of a request for a mail Ballot the Chief Election Officer shall, between the first day of Advanced Voting and 4:00 p.m. on the Thursday two days before General Voting Day:

- (i) make available to the applicant, a mail Ballot package as specified in the *Local Government Act*, together with a statement advising the Elector that the Elector must meet one or more of the mail Ballot criteria specified in Clause 14.1(b) of this bylaw, and that they must attest to such fact; and
- (ii) immediately record and upon request, make available for inspection:
 - the name and address of the person whom the mail Ballot package was issued; and
 - information as to whether the person is registered as an Elector, or is a new Elector, if the person is not on the register of Electors.

14.3 Mail Ballot Voting Procedure

- (a) To vote using a mail Ballot, the Elector must mark the Ballot in accordance with the instructions contained in the mail Ballot package provided by the Chief Election Officer.
- (b) After marking the mail Ballot, the Elector shall:
 - (i) place the mail Ballot in the secrecy envelope provided and seal the secrecy envelope;
 - (ii) place the secrecy envelope in the certification envelope and complete and sign the certification printed on such envelope and then seal the certification envelope;
 - (iii) place the certification envelope, together with a completed Elector registration application, if required, in the outer envelope and then seal the outer envelope;
 - (iv) mail, or have delivered, the outer envelope and its contents to the Chief Election Officer at the address specified so that it is received no later than the close of voting on General Voting Day.

14.4 Mail Ballot Acceptance or Rejection

- (a) Until 4:00 p.m. Thursday two days before General Voting Day, upon receipt of each mail Ballot envelope and its contents, the Chief Election Officer must immediately record the date of such receipt and shall then open the outer envelope and remove and examine the certification envelope and the completed Elector registration application, if applicable and if satisfied as to:

- (i) the identity and entitlement to vote of the Elector whose Ballot is enclosed;
- (ii) the completeness of the certification; and
- (iii) the fulfilment of the requirements of the *Local Government Act* in the case of a person who is registering as a new Elector;

The Chief Election Office must mark the certification envelope as “accepted” and must retain all such certification envelopes in secure custody to deal with any challenges made in accordance with Section 14.5 of this bylaw.

- (b) The unopened certification envelopes shall remain in the custody of the Chief Election Officer until 4:00 p.m. on the Thursday two days before General Voting Day at which time the certification envelopes containing the secrecy envelopes shall be opened in the presence of at least one other person, including any scrutineers present.
- (c) At 4:00 p.m. on the Thursday two days before General Voting Day, the Chief Election Officer shall place all secrecy envelopes received up until that time into a Mail Ballot Box specified for such purpose, where such secrecy envelopes were received from persons whose right to vote using a Mail Ballot has not been challenged, or where such challenge has been resolved and the challenged person permitted to vote.
- (e) Where an outer envelope and its contents are received by the Chief Election Officer between 4:00 p.m. on the Thursday two days before General Voting Day and the close of voting on General Voting Day, the provisions of Section 14.4(a) of this bylaw with regard to Ballot acceptance shall apply and the Chief Election Officer shall retain such envelopes in their possession until the close of voting and at that time shall open such certification envelopes in the presence of at least one other person, including any scrutineers present, and place the secrecy envelope containing the Ballot into the Mail Ballot Box containing the other unopened secrecy envelopes.
- (f) As soon as possible after all of the secrecy envelopes have been placed in the Mail Ballot Box designated for that purpose, the Mail Ballot Box shall be opened under the supervision of the Chief Election Officer and in the presence of at least one other person, including any scrutineers present. The secrecy envelopes shall be opened and the Ballots contained therein

must be inserted into the Vote Counting Unit to ensure that any Acceptable Marks are counted or deposited into the Ballot Box in the case of manual voting.

(g) Where:

- (i) upon receipt of an outer envelope, the Chief Election Officer is not satisfied as to the identity of the Elector whose Ballot is enclosed; or
- (ii) in the case of a person required to complete an application for registration as an Elector, such application has not been completed in accordance with the *Local Government Act*; or
- (iii) the outer envelope is received by the Chief Election Officer after the close of voting on General Voting Day;

the certification envelope must remain unopened and the Chief Election Officer must mark such envelope as “rejected” and shall note the reasons therefore, and the Ballot contained therein shall not be counted in the Election.

- (h) Any certification envelopes and their contents rejected in accordance with Section 14.4(g) of this bylaw must remain unopened and are subject to the provisions of the *Local Government Act* with regard to their destruction.

14.5 Mail Ballot Challenge of Elector

- (a) A person exercising the right to vote by mail Ballot may be challenged in accordance with and on the grounds specified in the *Local Government Act*, until 4:00 p.m. on the Thursday two days before General Voting Day.
- (b) The provisions of the *Local Government Act* apply, so far as applicable, where a challenge of an Elector using a mail Ballot has been made.

14.6 Mail Ballot Electors Name Already Used

Where, upon receiving a request for a mail Ballot, the Chief Election Officer determines that another person has voted or has already been issued a mail Ballot in the Elector’s name, the provisions of the *Local Government Act* apply, so far as applicable.

14.7 Replacement of Spoiled Ballot

- (a) Where an Elector unintentionally spoils a mail Ballot before returning it to the Chief Election Officer, the Elector may request a replacement Ballot by advising the Chief Election Officer of the Ballot spoilage and by mailing or otherwise delivering by any appropriate means, the spoiled Ballot package in its entirety to the Chief Election Officer.
- (b) The Chief Election Officer must, upon receipt of the spoiled Ballot package, record such fact, and proceed in accordance with Section 14.2 (b) of this bylaw.

15. RESOLUTION OF TIE VOTES AFTER JUDICIAL RECOUNT

In the event of a tie vote after a judicial recount, the results of the election are to be determined by lot in accordance with section 141 of the *Local Government Act*.

16. ELECTRONIC ACCESS TO NOMINATION DOCUMENTS

Public access to nomination documents will be made available on the Village of Atmore's website from the time of filing until 30 days after the declaration of the election results as authorized by the *Local Government Act*.

17. PUBLIC ACCESS TO DISCLOSURE STATEMENTS AND OTHER INFORMATION

- 17.1 Public access to election materials provided by the candidates shall be made available on the Village's website.
- 17.2 Pursuant to the *Local Elections Campaign Financing Act*, Elections BC is responsible for the oversight related to candidate and Elector organization campaign financing, third party advertising sponsors, assent voting advertising sponsors and election advertising during the election proceedings period in Local General Elections, By-Elections and Assent Voting.

18. ADVERTISING BY FEDERAL, PROVINCIAL, MUNICIPAL CANDIDATES

- 18.1 No person shall advertise a candidate or assent voting by way of the use of a mobile amplification system, except that a mobile amplification system may be used to provide a sound amplification system at an outdoor rally or meeting, provided that the mobile amplification system remains in a stationery position.

18.2 Political signs promoting any candidate, or party or issue at a federal election, provincial election, local government election, By-Elections or assent voting are permitted; provided that:

(a) No person shall:

- (i) In the case of Local Government Elections, By-Elections or Assent Voting, erect a sign more than twenty-one (21) days prior to General Voting Day; and
- (ii) In the case of Federal and Provincial Elections, before the election is officially declared.

(b) If on public property, the sign may only be permitted in the locations identified in Schedule "A" of this bylaw;

(c) If on public property, signs for a candidate, party or issue may be printed on two-sided signs on a single farm;

(d) No more than one sign is placed, per candidate, or party or issue, per location on public property;

(e) The sign is not posted within 100 metres (328 feet) from an active polling station on Advance Voting Day and General Voting Day;

(f) The sign does not exceed 1.49 square metres (16 square feet) and does not exceed 2.44 metres (8 feet) in height from the ground, including support material;

(g) The sign must not be illuminated;

(h) The sign is not unsightly or dilapidated;

(i) The sign is not within 1 metre (3.28 feet) of a fire hydrant;

(j) The sign is not within 1 metre (3.28 feet) from a Village Sign Board;

(k) The placement of the sign does not interfere with traffic sightlines at street intersections or with the safety of vehicles, pedestrians or cyclists;

(l) The placement of the sign does not obstruct, simulate or detract from any traffic control device;

- (m) The sign is not attached in any way to a tree, bush, planter, solid waste receptacle, newspaper box, sign post, or in any garden, park or boulevard unless authorized in Schedule "A" of this bylaw.

19 REMOVAL OF SIGNS

- 19.1 Signs that are permitted under Section 18 above are to be removed within three days after the election.
- 19.2 The Chief Election Officer or designate may require a candidate to remove an offending sign by 10 am the following morning by providing instruction and reasons in writing. If the candidate fails to do so, the Chief Election Officer or designate may remove any election sign which the Chief Election Officer or designate has reasonable grounds to believe is erected or placed in contravention of this bylaw, or in the opinion of the Chief Election Officer or designate is considered hazardous. The Chief Election Officer or designate may store the sign for a period of one week after voting day and the candidate or agent may claim same during that period, following which the material may be destroyed or otherwise disposed of by the Chief Election Officer who may bill the candidate for expenses of the removal, storage and disposal, except if the sign has been vandalized. The Village will not be held liable for any costs associated with the removal and/or destruction of the offending sign(s).
- 19.3 No person shall, within 100 metres (328 feet) of an active polling station:
 - (a) Canvass or solicit votes or otherwise attempt to influence how an Elector votes;
 - (b) Carry, wear, or supply a flag, badge or other thing indicating that the person using it is a supporter of a particular candidate or Elector organization;
 - (c) Display or distribute a sign, a document, or other material regarding a candidate or Elector organization, except as authorized by the Chief Election Officer; or
 - (d) Display, distribute, post, or openly leave a representation of a Ballot marked for a particular candidate in an election.

20. USE OF VILLAGE OF ANMORE LOGO

No person shall display on any election sign or other election advertising, a logo, trademark or official mark, in whole or in part, owned or licensed by the Village, unless prior written authorization is granted by the Village,

READ a first time this 3rd day of November , 2015

READ a second time this 3rd day of November , 2015

READ a third time this 3rd day of November , 2015

RECONSIDERED, FINALLY PASSED AND ADOPTED this 17th day of
November , 2015



MAYOR



CORPORATE OFFICER

Certified a true and correct copy of "Anmore Local Government Election Procedure Bylaw No. 544-2015".

November 26th, 2015

Date

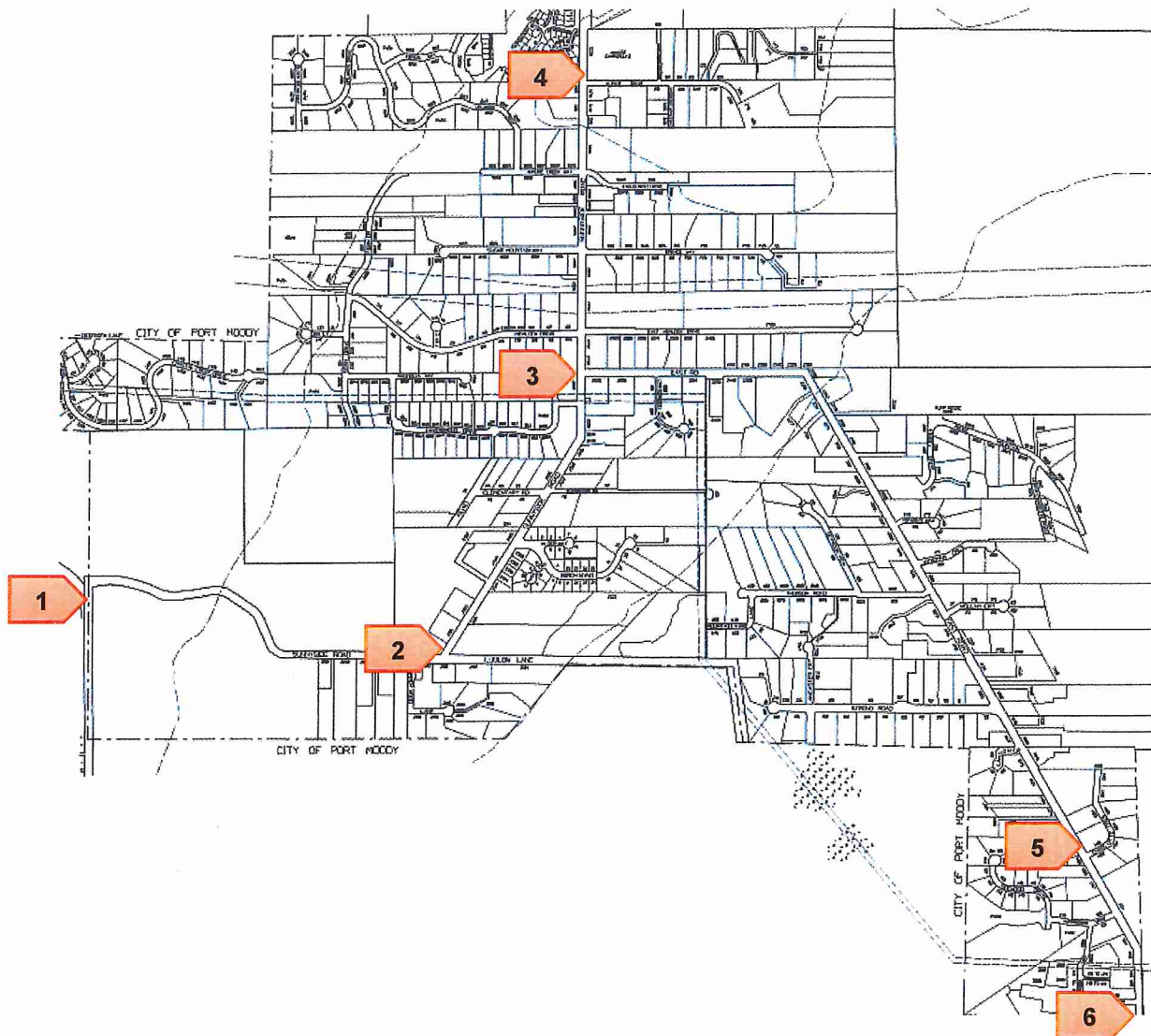


Corporate Officer

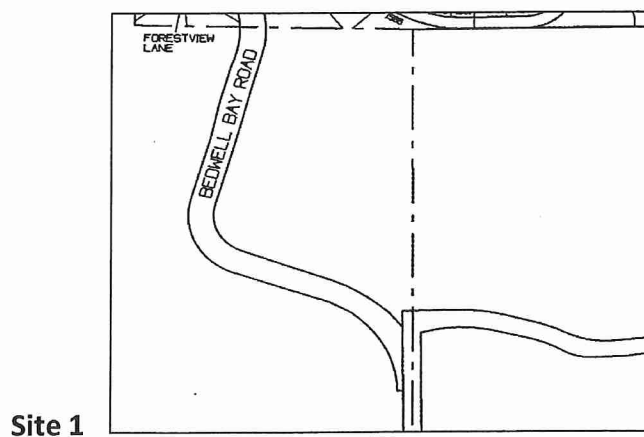
SCHEDULE "A"

ELECTION SIGNS - PERMITTED AREAS

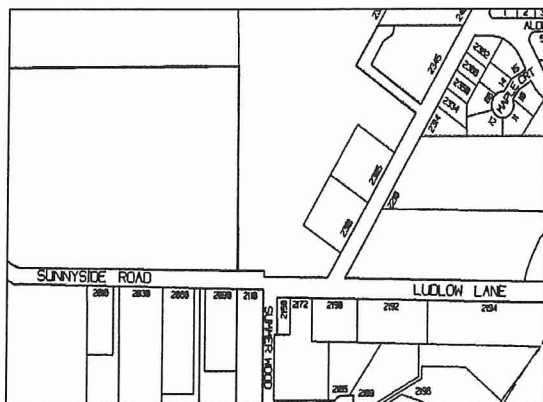
- Site 1 - Sunnyside Road at First Avenue, to the south of the 'Village of Anmore' sign
- Site 2 - Sunnyside Road north of Ludlow Lane, to the north or south of the Village Sign Board
- Site 3 - Sunnyside Road adjacent to East Road, to the north or south of the Village Sign Board
- Site 4 - Sunnyside Road north of Alpine Drive, to the north or south of the postal boxes
- Site 5 - East Road at Charlotte Crescent, north of the easternmost stop sign
- Site 6 - East Road south of Blackberry Drive, to the north of the Village Sign Board



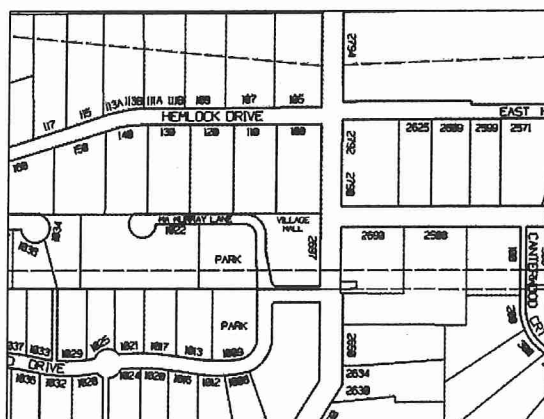
Reference for Election Signs – Permitted Sites



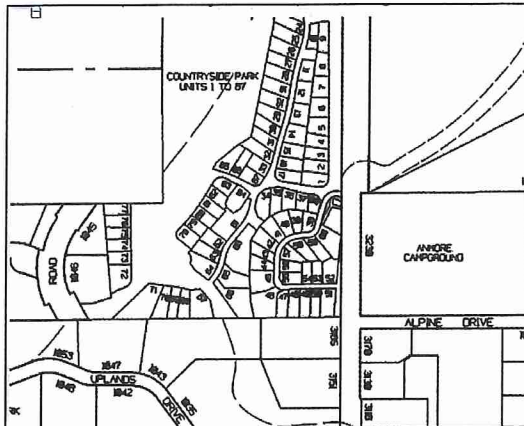
Site 2



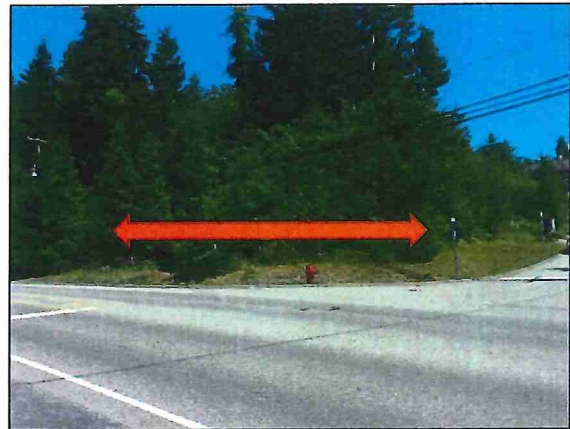
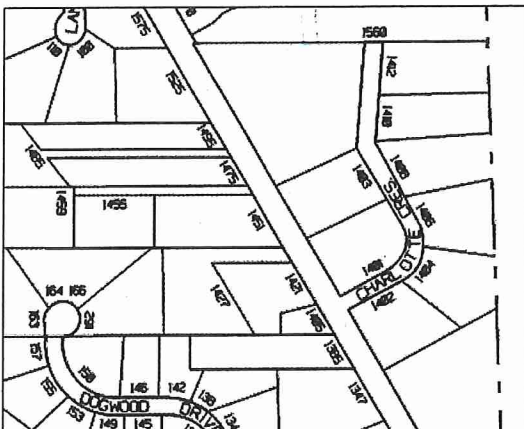
Site 3



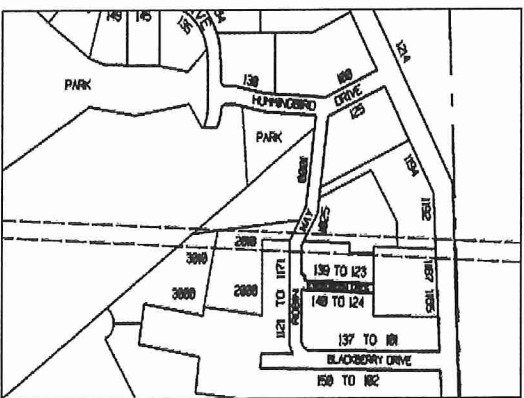
Site 4



Site 5



Site 6



VILLAGE OF ANMORE

BYLAW NO. 670-2022

A bylaw to amend the Anmore Local Government Election Procedure Bylaw.

WHEREAS under the *Local Government Act*, Council may, by bylaw, determine various procedures and requirements to be applied in the conduct of Local Government Elections, By-Elections, and Assent Voting.

NOW THEREFORE the Municipal Council of the Village of Anmore, in open meeting assembled, enacts as follows:

CITATION

1. That this bylaw may be cited for all purposes as “**Anmore Local Government Election Procedure Bylaw Amendment Bylaw 670-2022**”.
2. That Anmore Local Government Election Procedure Bylaw No. 544-2015, be amended as follows:
 - (a) Remove Section 6 in its entirety and renumber subsequent sections and section references accordingly;
 - (b) Under previous section 9.3 insert the word “Officer” after “Chief Election”;
 - (c) Under previous section 9.1 to remove the words “Section 97 of”;
 - (d) Under previous section 11.1 (c) (iii) correct the word “rlectors” to “electors”;
 - (e) Remove previous Section 14 Mail Ballot Authorization and Procedures in its entirety and replace it with:

13. MAIL BALLOT VOTING

- 13.1 For each election or assent voting, persons who meet the criteria set out in the *Local Government Act* may vote by mail and register as electors by mail.
- 13.2 The time limits in relation to voting by mail will be determined by the Chief Election Officer including a time limit for persons to apply for a mail ballot and elector registration package.
- 13.3 The following procedures for mail ballot voting and registration must apply and the Chief Election Officer may set additional procedures:
 - i. A person who qualifies under the *Local Government Act* may challenge the right of a person to vote by mail on the grounds set out in the *Local Government Act*.

Government Act up until 4:00 p.m. two days before the General Voting Day;

- ii. The Chief Election Officer must keep sufficient records so that challenges of an elector's right to vote may be made in accordance with the *Local Government Act*.

13.4 As provided in the *Local Government Act*, a mail ballot must be received by the Chief Election Officer before the close of voting on general voting day in order to be counted for an election.

(f) Under previous section 15 to remove "section 151 of";

(g) Under previous section 16 to remove the words "Village of Atmore's" and replace with "Village's"

- 3. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

READ a first time the day of , 2022

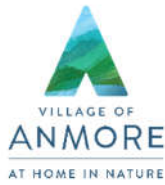
READ a second time the day of , 2022

READ a third time the day of , 2022

ADOPTED the day of , 2022

MAYOR

CORPORATE OFFICER



VILLAGE OF ANMORE

REPORT TO COUNCIL

Date: April 22, 2022

File No. 1700-02

Submitted by: Lena Martin

Subject: 2022 – 2026 Anmore Five Year Financial Plan

Purpose / Introduction

To present a bylaw to adopt the 2022 Five-Year Financial Plan (**Attachment 1**) and a bylaw to levy rates for municipal general and capital purposes (**Attachment 2**) and for regional district purposes for the fiscal year 2022.

Recommended Option

That Council give first, second and third readings to Anmore 2022-2026 Five-Year Financial Plan Bylaw No. 658-2022.

AND

That Council give first, second and third readings to 2022 Anmore Tax Rates Bylaw No. 659-2022

Background

Section 165 of the *Community Charter* states that a municipality must have a financial plan that is adopted annually, by bylaw, before the annual property tax bylaw is adopted.

(3) The planning period for a financial plan is 5 years, that period being the year in which the plan is specified to come into force and the following 4 years.

(3.1) The financial plan must set out the objectives and policies of the municipality for the planning period in relation to the following:

- (a) for each of the funding sources described in subsection (7), the proportion of total revenue that is proposed to come from that funding source;
- (b) the distribution of property value taxes among the property classes that may be subject to the taxes;

Report/Recommendation to Council

2022 – 2026 Anmore Five Year Financial Plan

April 22, 2022

(4) The financial plan must set out the following for each year of the planning period:

- (a) the proposed expenditures by the municipality;
- (b) the proposed funding sources;
- (c) the proposed transfers to or between funds.

The DRAFT Five Year Financial Plan 2022 – 2026 worksheet was presented to the Finance Committee, on Monday, March 7, 2022, at which the following resolution was passed:

It was MOVED and SECONDED:

That the Finance Committee refers the DRAFT Five Year Financial Plan 2022 – 2026 to Council for consideration.

Discussion

Council approved the Financial Sustainability Policy No. 60 in 2018 (**Attachment 3**). The Financial Sustainability Policy was to provide financial management principles for staff and Council to consider when undertaking financial recommendations and decisions, to guide the Village towards a financially sustainable future.

Guiding Principles

1. Resilience – The Village shall operate in a manner that will allow it to successfully adapt to future challenges or events.
2. Flexible – Financial decisions ensure future flexibility to adapt to opportunities and changing circumstances.
3. Fairness – As far as is reasonably possible, the Village shall operate in a manner that takes into account the financial effects on future generations as well as on the distributional impact on the current population.
4. Value – The Village shall ensure that it provides value for money, that public resources are put to the best possible use and those surplus assets are disposed of.
5. Transparent – Financial strategies, plans and processes are accessible and visible.

2022 Budget notes:

- Municipal tax revenues increased by 2.65% in 2022 for Operating and Capital services. This includes new tax revenues for new buildings or construction (Non-Market Change) in 2022.

Report/Recommendation to Council

2022 – 2026 Anmore Five Year Financial Plan

April 22, 2022

- The change in overall assessment value from 2021 to 2022 is 18.29%, which is made up of new construction assessments of 0.41% and 17.88% in market change.
- Consumer Price Index for Vancouver, December to December 2021 is 3.8%.
- Election budget for 2022 and 2026 was included.
- User fees for water rates in 2022 will increase by 0.31 cents per m3.
- User fees for solid waste and recycling will increase in 2022 by \$29 annually.
- Anmore Civic Building increased to \$8,500,000.
- Anmore Civic Building grant received of \$2,500,000.
- Fire Pump Repair increased to \$50,000 and SCADA design postponed to 2023.
- Added Donation to Red Cross for Ukraine relief effort of \$2,000.

General 2022 – 2026 Assumptions:

- Inflationary rates applied; 3% in 2023, 2.5% in 2024, 2% in 2025 and 2% in 2026.
- Council Chamber lease cancelled, and HUB operating costs estimated.
- Repayment of Long-Term Loan for Anmore Community Hub starting 2023
- 2nd PRV Capital replacement scheduled for 2023/2024.
- Fixed Asset Levy increased by inflation annually.

Options

1. **That Council give first, second and third readings to Anmore 2022-2026 Five-Year Financial Plan Bylaw No. 658-2022.**

AND

That Council give first, second and third readings to Anmore 2022 Tax Rates Bylaw No. 659-2022 (Recommended)

2. **That Council provide additional direction by requesting the following changes to the 2022-2026 Five-Year Financial Plan, _____.**

Financial Implications

Municipal financial statements for a fiscal year must be prepared by the financial officer, and presented to Council for its acceptance. By May 15 in each year, a municipality must submit to the inspector its audited financial statements for the preceding year and any other financial information requested by the inspector.

Report/Recommendation to Council

2022 – 2026 Anmore Five Year Financial Plan

April 22, 2022

Communications / Civic Engagement

The DRAFT Five Year Financial Plan 2022 – 2026 worksheet was presented to the Finance Committee, on Monday, March 7, 2022. The Finance Committee referred the DRAFT Five Year Financial Plan 2022 – 2026 to Council for consideration.

Council Strategic Plan Objectives

To provide responsive, efficient, transparent, and engaged service to ensure long term fiscal responsibility.

Attachments

1. Anmore 2022-2026 Five-Year Financial Plan Bylaw No. 658-2022
2. Anmore 2022 Tax Rates Bylaw No. 659-2022
3. Financial Sustainability Policy No. 60

Report/Recommendation to Council

2022 – 2026 Anmore Five Year Financial Plan

April 22, 2022

Prepared by:

Lena Martin

Lena Martin

Manager of Financial Services

Reviewed for Form and Content / Approved for Submission to Council:

Chief Administrative Officer's Comment/Concurrence



Chief Administrative Officer

VILLAGE OF ANMORE

BYLAW NO. 658-2022

A bylaw to adopt the 2022 Five-Year Financial Plan

WHEREAS pursuant to section 165 of the *Community Charter*, requires that every municipality must have a five-year financial plan that is adopted annually, by bylaw, before the annual property tax bylaw is adopted;

AND WHEREAS the Municipal Council has caused to be prepared a Five-Year Financial Plan for the period 2022-2026 inclusive;

NOW THEREFORE the Council of the Village of Anmore enacts as follows:

1. This bylaw may be cited for all purposes as “Anmore Five-Year Financial Plan Bylaw No. 658-2022”.
2. Council hereby adopts the Five-Year Financial Plan for the years 2022-2026 inclusive, for each year of the plan, as set out in Schedules A and B, attached hereto and forming part of this bylaw.
3. If a portion of this bylaw is held invalid by a Court of competent jurisdiction, the invalid portion must be severed, and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.
4. That “Anmore Five-Year Financial Plan Bylaw No. 642-2021” is hereby repealed in its entirety.

READ a first time the

READ a second time the

READ a third time the

ADOPTED the

MAYOR

MANAGER OF CORPORATE SERVICES

SCHEDULE “A”

2022-2026 FINANCIAL PLAN STATEMENT OF OBJECTIVES AND POLICIES

1. In accordance with the *Community Charter*, the Village of Anmore is required to include in the Five-Year Financial Plan, objectives and policies regarding each of the following:
 - (a) The proportion of total revenue that comes from each of the funding sources described in the Community Charter;
 - (b) The distribution of property taxes among the property classes; and
 - (c) The use of permissive tax exemptions.
2. Funding Sources

Table 1, below, shows the proportion of total revenue proposed to be raised from each fund source in 2022.

Government grants provide for the largest proportion of revenue in 2022 thanks to a \$2.5 Million Investing in Canada Infrastructure – Community, Culture & Recreation grant for the Anmore Community Hub. Other grants are sourced from the Major Road Network Fund (MRN), the Small Communities Fund, and other miscellaneous grants.

Property value tax revenues are the largest portion of planned revenues. Property Taxation provides a stable and consistent revenue source for general services that cannot be recovered from user-pay fees. It is simple to administer and easy for residents to understand.

Fees & charges provide the second largest proportion of planned revenue and are sourced from the utility fees collected for water and garbage & organic waste collection, as well as various permit fees.

Objectives

- Over the next five years, the Village will increase the portion of revenue received from user fees and charges to reflect service levels and changes in inflation.

Policies

- All user-fee levels will be reviewed, on an annual basis, to ensure they are adequately meeting both the respective service delivery and capital costs.
- Revenues will be recovered from user fees and charges where possible, rather than general taxation, to lessen the burden on the Village’s limited property tax base.

Table 1 – Sources of Revenue

REVENUE SOURCE	% OF TOTAL REVENUE	DOLLAR VALUE
Taxation	36%	2,653,025
Fees and Charges	18%	1,325,111
Grants	44%	3,173,600
Interest and Other	2%	123,066
TOTAL	100%	7,274,802

3. Distribution of Property Tax Rates

Table 2 outlines the distribution of property taxes among the property classes. The residential property class provides the largest proportion of property tax revenue. This is appropriate as this class also forms the largest portion of the assessment base and consumes the majority of Village services.

Objectives

- Tax rates set maintain tax stability in accordance with the Village's operational and capital requirements.

Policies

- Supplement, where possible, revenues from user fees and charges to help to offset the burden on the entire property tax base.
- Regularly review and compare the Village's distributions of tax burden relative to other municipalities having similar property class composition.

Table 2 – Distribution of Property Tax Rates

PROPERTY CLASS	% OF TOTAL PROPERTY TAXATION
Residential (1)	99.81%
Utilities (2)	0.001%
Business and Other (6)	0.034%
Rec/Non Profit (8)	0.152%
TOTAL	100%

4. Permissive Tax Exemptions

No property in the Village of Anmore is permissively exempt. Village properties do not meet the legislated criteria.

SCHEDULE "B"

Village of Anmore						
Financial Plan						
2022 - 2026						
		2022	2023	2024	2025	2026
REVENUES						
	Property Tax	\$ 2,653,025	\$ 2,800,286	\$ 2,998,608	\$ 3,053,427	\$ 3,109,346
	Permits, Fees and Charges	\$ 1,325,111	\$ 1,379,783	\$ 1,423,422	\$ 1,451,890	\$ 1,480,928
	Grants	\$ 3,173,600	\$ 691,960	\$ 707,719	\$ 720,641	\$ 733,822
	Interest & Other	\$ 123,066	\$ 168,883	\$ 213,056	\$ 214,513	\$ 216,003
	SUBTOTAL REVENUES	\$ 7,274,802	\$ 5,040,912	\$ 5,342,805	\$ 5,440,472	\$ 5,540,098
EXPENSES						
	General Government	\$ 1,284,902	\$ 1,311,809	\$ 1,384,330	\$ 1,409,033	\$ 1,463,231
	Public Works	\$ 775,909	\$ 791,977	\$ 811,776	\$ 828,011	\$ 844,572
	Protective Services	\$ 346,197	\$ 251,433	\$ 257,644	\$ 262,737	\$ 267,931
	Planning & Development	\$ 173,943	\$ 179,161	\$ 183,640	\$ 187,313	\$ 191,059
	Water Utility	\$ 1,748,460	\$ 1,238,603	\$ 1,244,674	\$ 722,215	\$ 736,559
	Debt Interest	\$ -	\$ 42,125	\$ 83,129	\$ 81,988	\$ 80,827
	Amortization of TCAs	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000
	SUBTOTAL EXPENSES	\$ 5,249,411	\$ 4,735,107	\$ 4,885,193	\$ 4,411,297	\$ 4,504,179
SURPLUS / (DEFICIT)		\$ 2,025,391	\$ 305,805	\$ 457,612	\$ 1,029,175	\$ 1,035,919
INTERNAL TRANSFERS						
	Capital	\$ (10,068,033)	\$ (341,250)	\$ (71,250)	\$ (71,250)	\$ (71,250)
	Transfer to (from) Reserves	\$ 4,622,642	\$ (884,555)	\$ (1,242,288)	\$ (1,813,851)	\$ (1,820,595)
	Transfer to (from) Surplus	\$ -	\$ -	\$ -	\$ -	\$ -
	Debt	\$ 2,500,000	\$ -	\$ (64,074)	\$ (64,074)	\$ (64,074)
	Investment in TCA	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000
	SUBTOTAL INTERNAL EXPENSE	\$ (2,025,391)	\$ (305,805)	\$ (457,612)	\$ (1,029,175)	\$ (1,035,919)
FINANCIAL PLAN BALANCE		\$ 0	\$ -	\$ (0)	\$ 0	\$ (0)

VILLAGE OF ANMORE

BYLAW NO. 659-2022

A Bylaw to levy rates for municipal general and capital purposes and
for regional district purposes for the fiscal year 2022

WHEREAS pursuant to the provisions of section 197 of the *Community Charter*, after adoption of the five-year financial plan and before May 15, a Municipality must, by bylaw, impose property value taxes for the year;

AND WHEREAS the required bylaw establishes the tax rates for the municipal revenue proposed to be raised in the year from property value taxes as provided in the financial plan;

AND WHEREAS the required bylaw establishes the tax rates for the amounts to be collected in the year by the municipality to meet its taxing obligations to the regional district;

NOW THEREFORE the Municipal Council of the Village of Anmore, in open meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as “Anmore Tax Rates Bylaw No. 659-2022”.
2. The following rates are hereby imposed and levied for the year 2022;
 - a. For all lawful general and debt purposes of the municipality, on the assessed value of land and improvements taxable for general municipal purposes, water and Anmore Green Estates local service area, the rates appearing in Schedule "A" column B, attached to and forming a part of this Bylaw.
 - b. For all lawful general purposes of the capital asset on the value of land and improvements for general municipal purposes rates appearing in column C of Schedule A, attached hereto and forming a part hereof.
 - c. For Metro Vancouver Regional District purposes, on the full assessed value of land and improvements taxable for hospital purposes, the rates appearing in column D of Schedule A, attached hereto and forming a part hereof.
3. The min. amount of taxation upon a parcel of real property will be one dollar (\$1. 00).
4. The rates and taxes imposed or levied pursuant to this Bylaw are due on or before July 4, 2022.

5. After July 4, 2022 the Tax Collector will add to the unpaid taxes of the current year, for each parcel of land and its improvements on the property tax roll for which taxes have not been paid, 5% of the current taxes. The unpaid taxes, together with the 5% added, will be deemed to be taxes of the current year due upon those lands and improvements.

After October 1, 2022, the Tax Collector will add to the unpaid taxes of the current year, for each parcel of land and its improvements on the property tax roll for which taxes have not been paid, an additional 5% of the current taxes.

6. An owner may make an election to pay under the alternative tax collection scheme set out above or the general tax collection scheme established in the Community Charter by giving written notice of the election to the Village before July 4 of the year of which the election applies. If an owner does not make an election, the alternative municipal tax collection scheme set out above shall apply.

READ a first time the

READ a second time the

READ a third time the

ADOPTED the

MAYOR

CORPORATE OFFICER

“SCHEDULE A”

CLASS	MUNICIPAL (B)	CAPITAL (C)	REGIONAL (D)
1	0.6969	0.6318	0.2596
2	0.6969	0.6318	0.9086
3	0.6969	0.6318	0.2596
4	0.6969	0.6318	0.8826
5	0.6969	0.6318	0.6360
6	0.6969	0.6318	0.7788
7	0.6969	0.6318	0.2596
8	0.6969	0.6318	0.2596
9	0.6969	0.6318	0.8826



COUNCIL POLICY

Policy	Financial Sustainability	Policy No.	60
Effective Date	June 6, 2018	Approved by	Council
Date Amended	n/a	Resolution No.	R119/2018
Date Established	June 5, 2018		

PURPOSE

The Financial Sustainability Policy is to provide financial management principles for staff and Council to consider when undertaking financial recommendations and decisions. The Policy is intended to guide the Village towards a financially sustainable future.

DEFINITIONS

Financial Sustainability means being able to manage likely development and expected financial shocks in future periods without having to introduce substantial and economically significant revenue, expenditure or service level adjustments.

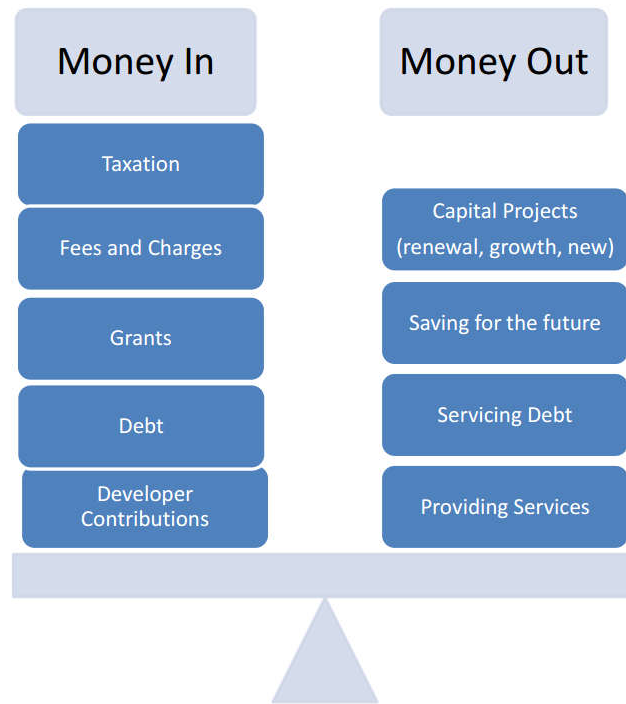
Village means the Village of Anmore.

POLICY

Guiding Principles

1. Resilience – The Village shall operate in a manner that will allow it to successfully adapt to future challenges or events.
2. Flexible – Financial decisions ensure future flexibility to adapt to opportunities and changing circumstances.
3. Fairness – As far as is reasonably possible, the Village shall operate in a manner that takes into account the financial effects on future generations as well as on the distributional impact on the current population.
4. Value – The Village shall ensure that it provides value for money, that public resources are put to the best possible use and that surplus assets are disposed of.
5. Transparent – Financial strategies, plans and processes are accessible and visible.

Fiscal Balance



Property Taxes

1. Tax revenues, in combination with other reliable sources of revenue, recognize the full cost of delivering services and are sufficient to support the long term goals of the community.
2. Property tax increases will be kept as consistent as possible over time.
3. Everyone pays a fair amount for the services that are available to them.

Utility User Fees

1. Utility revenues recognize the full cost of delivering the service and are sufficient to support the long term goals of the community.
2. Increases to utility user fees will be kept as consistent as possible over time.
3. Everyone pays a fair amount for the services they are able to receive.

Reserve and Surplus Funds

1. Accumulated surplus shall only be used for emergencies or emergent opportunities.
2. Annual contributions to reserves will be budgeted for and the targeted amounts will be informed by the asset management investment plan and capital plan.
3. On-going operating expenses will not be funded through reserves.

Debt

1. Preserve the Village's debt capacity for emergent opportunities and emergency situations.

Grants

1. Minimize reliance on uncertain grant funding (i.e. unconditional grants).
2. Focus the pursuit of conditional grants on community priority projects.

Development Financing

1. Ensure developers pay their fair share for growth related infrastructure through DCC's and other tools.

Asset Renewal and Replacement

1. In general the renewal of linear assets will be financed on a pay-as-you-go basis (i.e. reserves or current revenues rather than debt).
2. Balance asset renewal funding and reserve levels with tolerance for risk and service levels.
3. Replacement and renewal projects will be prioritized over new infrastructure.

New Capital Investments

1. Capital projects will be prioritized based on Council's strategic plans and other guiding documents.
2. The impact of each proposed capital project on the Village's operating expenses will be fully accounted for.

April 20, 2022

The Honourable Mayor McEwen and Council Members

Village of Anmore
2697 Sunnyside Road
Anmore BC, V34H 5G9
Via email: John.McEwen@anmore.com

Dear Honourable Mayor and Council Members,

Re: Anmore Green Estates Request for Financing Options for Sewer Connection Cost Coverage

On behalf of Anmore Green Estates / Strata LMS 3080 (AGE), please accept the following submission as our formal request of the Village of Anmore to support financing through an MFA or direct lending to AGE homeowners for the additional \$230,000 required to complete the sewer connection project this summer.

Over the last four years, AGE has been working with the Village of Anmore through the process to connect to the Greater Vancouver Regional Sewage District to resolve the failing septic field and pollution into neighbouring school grounds. We recently executed all legal agreements between all parties. We also finalized our tendering construction package and went out to bid in early March 2022 and closed the process in early April 2022.

The overall initial budget for the project was set at approximately \$780,000 (plus annual operating costs). All costs have been borne by the 50 homeowners that make up AGE. The prolonged process of pre-construction and negotiating the legal agreements between all parties has delayed implementation and resulted in significantly higher construction costs than originally budgeted. This includes the recent bids for construction costs which are overbudget by approximately 125%. In total, we are forecasting an additional \$230,000 of costs to complete the project, resulting in a total project cost of \$1,010,000.

See Table 1 below for the breakdown of the budget. Key highlights include:

- Increase of \$207,000 of direct construction costs based on receipt of tender bids for construction. We understand prices have significantly increased due to higher procurement costs, labour resourcing and costs, and restrictive timing of construction requirements.
- AGE has depleted our contingency due to required additional pre-construction studies and prolonged legal negotiations.
- \$210,000 for the sewer construction has already been bonded (and is in Trust) with the City of Port Moody, to be released upon completion of the project.
- Construction is planned to begin July 1, 2022, and end by August 31, 2022, in accordance with timing requirements of the Executed Agreement with SD43.
- Securing the required additional financing to ensure cash flow and cost coverage is extremely critical for this project to proceed. The only other funding options available to AGE is a special levy to homeowners for the full upfront costs (\$4,600 per homeowner), in addition to the \$15,600 already paid by each homeowner.

AGE Strata Council is requesting that the Village of Anmore Council consider financing options for the additional \$230,000 so that the additional financial burden on the homeowners can be amortized over a period of five years.

Table 1. Summary of AGE Sewer Connection Costs

Summary	Original Budget	Revised Budget	Variance
Project Costs (Engineering and Construction)	\$290,000	\$559,000	\$(269,000)
Direct Construction	\$161,000	\$368,000	\$(207,000)
Construction Management	\$38,000	\$38,000	\$0
Design & Engineering	\$37,000	\$67,000	\$(30,000)
Indirect Costs (legal, contingency)	\$54,000	\$86,000	\$(32,000)
City of Port Moody (10% holdback and fees)	\$62,000	\$23,000	\$39,000
Administration Fee payable to SD43	\$24,000	\$24,000	\$0
SD43 Right of Way	\$140,000	\$140,000	\$0
Local Area Service Assessment (GVSD Connection, Non-growth levy)	\$264,000	\$264,000	\$0
Total	\$780,000	\$1,010,000	\$(230,000)
Per homeowner cost (50 homes)	\$15,600	\$20,200	\$(4,600)

AGE needs to confirm funding by June 1, 2022, in order to execute an agreement with the contractor to avoid any further price escalation and volatility. Furthermore, additional costs must be fully funded no later than June 30, 2022, in order for AGE to move forward with the project in its entirety within the requirements of the legal agreements.

The Village's ability to offer financing options within the timing constraints will be a significant assistance to the viability of the project.

AGE greatly appreciates the Village of Anmore's consideration as to our financing request for the execution of the sewer connection project and looks forward to the Village's response.

Sincerely,

On behalf of the Owners, Strata Property LMS 3080 – Anmore Green Estates



Brandie Roberts



Eric Chan

April 7, 2022

File # 0400-20

Via email: EDUC.Minister@gov.bc.ca

Ministry of Education and Child Care
PO Box 9045 Stn Prov Govt
Victoria, BC V8W 9E2

Dear Minister Whiteside:

Re: Extended Hour Child Care for Shift Workers

At the March 28, 2022 Regular Council Meeting, the City of Fort St. John Council passed the following resolution:

"WHEREAS, provisions in the Community Care and Assisted Living Act - Child Care Licensing Regulation state that a licensee must not provide care for more than 13 hours each day to each child;

AND WHEREAS, there is a need for extended shift workers to access child care beyond the current 13 hours per day per child;

THEREFORE, be it resolved that NCLGA and UBCM lobby the Provincial Government to amend the Child Care Licensing Regulation to accommodate extended hour child care to support shift workers and their families.

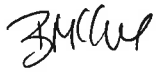
AND THAT, the resolution also be sent to the Ministry of Education, MLA Dan Davies, and copied to all UBCM member municipalities."

Northern Health, YMCA of Northern BC and School District 60 have partnered to pilot an extended care and learning centre in our community. The 13-hour day of care per child limitation places an additional stress on the licensee to meet that metric when the target population for the pilot program consists of the extended work day healthcare shift worker.

With the limited extended hour child care options for families of shift workers we ask for an amendment to the Child Care Licensing Regulation to accommodate a variety of work schedules.

....2

Sincerely,



Bonnie McCue
Corporate Officer

cc MLA Dan Davies, Peace River North
Dan.Davies.MLA@leg.bc.ca
Union of BC Municipalities

District of Sicamous

446 Main Street
PO Box 219
Sicamous, BC
V0E 2V0

T: 250 836 2477
F: 250 836 4314
E:
info@sicamous.ca
sicamous.ca



April 7, 2022

Department of Finance Canada
Tax Policy Branch
fin.luxury-luxe.fin@fin.gc.ca

DELIVERED ELECTRONICALLY

Re: Luxury Tax on Recreational Boats

The District of Sicamous is considered the *Houseboat Capital of Canada*, and as such, we strongly object to the implementation of a luxury tax on the sale of recreational boats over \$250,000.

The houseboating industry in Sicamous is comprised of small business owners who provide short-term rentals of houseboats to residents and tourists to explore the Shuswap; tens of thousands visit Sicamous every year bringing their tourist dollars into our community, supporting our small business owners such as our local restaurants and shops.

Our local houseboat companies form part of the fabric of our community, offering local employment opportunities for residents in both tourism and manufacturing trades; these companies are responsible corporations which annually provide financial and in-kind donations to support our community, benefiting local not-for-profit organizations and our elementary and high school students.

The District opposes the proposed introduction of a tax on the sale of boats over \$250K as it would hinder investment in the houseboat industry which supports local employment and creates substantial economic spinoffs within the community. The average houseboat costs \$750,000 – a luxury tax of 10 percent would add \$75,000 in expense directly to our houseboat operators. Beyond houseboats, other boat rental providers will be limited in their offerings as a result of increased taxation. Operators are required to update their rental fleet and the proposed luxury tax will have significant financial implications for our boating industry.

Following the 2008 Financial Crisis, the houseboat manufacturing industry took a devastating hit and is just now starting to witness interest for custom and fleet manufacturing. It is Council's opinion that the federal government has a responsibility to support the industry which has already been negatively impacted, not cause further disruption and damage.

We respectfully request the federal government to reconsider the intent of this luxury tax and the impact it has on small business. Further, we ask for the federal government's continued support of the boating industry and tourism economy that keeps our community the vibrant and attractive destination that it is.

Regards,

DISTRICT OF SICAMOUS

A handwritten signature in black ink, appearing to read "Terry Rysz", written in a cursive style.

Terry Rysz, Mayor

cc: MP Mel Arnold
MLA Greg Kylo
Boating BC Association
UBCM Member Municipalities

District of Sicamous

446 Main Street
PO Box 219
Sicamous, BC
V0E 2V0

T: 250 836 2477
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sicamous.ca



April 7, 2022

BC Minister of Environment and Climate Change Strategy
PO Box 9047 Stn Prov Gov
Victoria, BC V8W 9E2
ENV.minister@gov.bc.ca

DELIVERED ELECTRONICALLY

Re: Invasive Mussel Defense Program

The District of Sicamous implores the Ministry to not only continue, but to increase the funding for the Invasive Mussel Defense Program and prioritize enforcement of watercraft inspections at the BC Provincial border.

The Okanagan Basin Water Board (OBWB) communicated a list of calls to action to stop zebra and quagga mussels from infesting B.C. waterways (enclosed). We strongly support these actions and the continued funding for this vital program.

The OBWB's six recommendations include:

1. *Maintain IMDP core program funding at 2021 levels of minimum \$3.5 million per year, adjusted for inflation going forward.*
2. *Introduce "pull-the-plug" legislation, requiring all watercraft to remove drain plugs prior to travelling on B.C. roads.*
3. *Review and update B.C.'s 2014 Early Detection, Rapid Response (EDRR) Plan for invasive mussels, and provide a window for public consultation prior to final publishing.*
4. *Provide toolkits and resources for local governments to conduct vulnerability assessments and put in place mitigation measures like retrofitting in-water infrastructure.*
5. *Introduce legislation to require all out-of-province watercraft to be inspected prior to being launched in B.C. waters.*
6. *Provide additional funding to invasive species groups in high-risk regions for monitoring, outreach and education.*

Increased funding and enforcement is necessary to avoid the dire consequences should invasive mussels enter our waterways. An infestation will affect our drinking water, our eco system, local businesses, and the tourism business that Sicamous depends on.

Local municipalities have taken up the call to educate residents and visitors to “Clean, Drain and Dry” watercraft when leaving our lakes and rivers but we rely on the Province to enforce the protection of our waters from invasive species with the use of border inspection sites.

We call upon on the Minister of Environment and Climate Change Strategy to reconsider the long-term consequences of reducing funding for watercraft inspections. We must make the effort to prevent invasion of our water resources.

Regards,

DISTRICT OF SICAMOUS

A handwritten signature in black ink, appearing to read "Terry Rysz", written in a cursive style.

Terry Rysz, Mayor

cc: MP Mel Arnold
MLA Greg Kylo
Shuswap Watershed Council
UBCM Member Municipalities
First Nations Communities
Okanagan Basin Water Board

Enclosure.

March 9, 2022

NEWS RELEASE

WATER BOARD CALLS FOR STRONGER MUSSEL PROTECTION AS COVID TRAVEL RESTRICTIONS EASE

Kelowna, B.C. – As boating season quickly approaches and COVID-19 travel restrictions ease, the Okanagan Basin Water Board is calling on the province to bolster its Invasive Mussel Defence Program (IMDP) in preparation for what is expected to be a busy tourist season. Today, the local government agency sent a letter to B.C.'s Minister of Environment and Climate Change, George Heyman, with a list of six calls to action.

"Since 2015, the IMDP has prevented 137 infested watercraft from entering provincial waters by conducting more than 220,000 inspections. Many of the infested watercraft were headed to high-risk Okanagan waters. Still, gaps remain in prevention," the letter reads.

For one, there are still motorists with watercraft who are failing to stop at mandatory, open inspection stations. Given that inspectors snagged 17 zebra and/or quagga mussel-fouled watercraft this summer during times when the stations were open, it raises the question as to how many more come in outside of inspection hours.

Also, a review of last summer's provincial mussel inspection numbers indicates that, for the second year in a row, the Okanagan is the top destination for these watercraft. This year, eight of the 17 infested watercraft were headed to our valley.

"If we are B.C.'s #1 destination for incoming mussel-infested watercraft, and we are encouraging tourism, we need to be better prepared," explains Sue McKortoff, Chair of the Water Board (OBWB) and Mayor of the border-town of Osoyoos.

Watercraft purchases have increased in the last couple of years, on both sides of the border, as people were staying closer to home. Now with the border opening up, it's expected more people will be coming with their water toys, increasing the chances of invasive mussels being introduced to B.C. waters.

The OBWB's six recommendations include:

1. Maintain IMDP core program funding at 2021 levels of minimum \$3.5 million per year, adjusted for inflation going forward.
2. Introduce "pull-the-plug" legislation, requiring all watercraft to remove drain plugs prior to travelling on B.C. roads.
3. Review and update B.C.'s 2014 Early Detection, Rapid Response (EDRR) Plan for invasive mussels, and provide a window for public consultation prior to final publishing.
4. Provide toolkits and resources for local governments to conduct vulnerability assessments and put in place mitigation measures like retrofitting in-water infrastructure.
5. Introduce legislation to require all out-of-province watercraft to be inspected prior to being launched in B.C. waters.
6. Provide additional funding to invasive species groups in high-risk regions for monitoring, outreach and education.

"A 2013 OBWB study found the cost of an infestation to our region would be at least \$42 mill. annually to manage," the OBWB letter states. "As such, we remain committed to protecting B.C. waters and supporting provincial efforts. This commitment has included delivery of our 'Don't Move A Mussel' campaign, promoting

the clean, drain, dry message, and valued at more than \$996,000 to date, and another \$266,000 in funding over that time provided to the Okanagan and Similkameen Invasive Species Society to conduct direct boater outreach and more.”

“If invasive mussels arrived here, it’s not just people who drive boats who will be affected. It will affect everyone,” cautioned McKortoff. The mussels will become a recurring maintenance expense for in-lake infrastructure such as water lines, docks, and bridges. They will affect water quality and harm aquatic ecosystems. Plus, when the mussels were introduced to Lake Winnipeg, it took only two years for the molluscs to reproduce in such numbers that beaches became foul-smelling and un-walkable, she added. “Can you imagine not taking your kids or grandkids to the beach in summer?”

Please find attached, the OBWB’s letter to the province with recommendations.

For more information on zebra and quagga mussels, the risks to the Okanagan, and how to prevent their spread, please visit www.DontMoveAMussel.ca.

-30-

MEDIA CONTACT: Corinne Jackson, OBWB – Communications Director
Office: 250-469-6271
Cell: 250-718-7249
E-mail: Corinne.Jackson@obwb.ca

Hon. George Heyman
B.C. Minister of Environment and Climate Change Strategy
PO Box 9360 Stn Prov Govt
Victoria, B.C. V8W 9M2

March 9, 2022

Re: Calls to Action for Invasive Mussel Prevention

Dear Minister Heyman,

Thank you for your correspondence of April 7th, 2021, responding to our continued calls for action to prevent the spread of invasive zebra and quagga mussels into B.C. As the boating season quickly approaches, I am writing again on behalf of the Okanagan Basin Water Board (OBWB) to call for continued support and proper resourcing of the province's Invasive Mussel Defence Program (IMDP), recognizing the significant cost if invasive mussels became established here.

The OBWB acknowledges the significant improvements in the province's IMDP and its work with counterparts in neighbouring jurisdictions over the past seven years. Since 2015, the IMDP has prevented 137 infested watercraft from entering provincial waters by conducting more than 220,000 inspections. Many of the infested watercraft were headed to high-risk Okanagan waters. Still, gaps remain in prevention, and other significant issues remain for limiting the spread and damage should an infestation occur in any part of the province. We urge you to consider the following priority actions to enhance the protection of B.C. waters.

1. Maintain IMDP core program funding at 2021 levels of minimum \$3.5 million per year, adjusted for inflation going forward.

The IMDP has become the first line of defense to protect provincial waters, but the program's budget allocation has changed annually, and has been dependent on a number of non-government funders, including Fortis BC which has not renewed its original funding agreement. This program is important to the environment and economy of the province and should have stable, predictable annual funding.

2. Introduce "pull-the-plug" legislation, requiring all watercraft to remove drain plugs prior to travelling on B.C. roads.

We understand that the province is pursuing this legislation as part of updates to the Wildlife Act. We strongly support this action and urge you to prioritize it as another boating season is quickly approaching.

3. Review and update B.C.'s Early Detection, Rapid Response (EDRR) Plan for invasive mussels, and provide a window for public consultation prior to final publishing.

The EDRR is an important document that provides direction on how to rapidly detect and respond to a new infestation of invasive mussels. We believe it is important to consult with the public, and especially local and regional invasive species groups to understand where there may be gaps in the plan, or where more detail may be needed, beyond what is provided by the provincial inter-ministry working group. Complex watersheds, like the Columbia, the Okanagan and the Fraser would also be better protected with further planning for

containment and long-term management strategies, beyond what little is considered in the current version of the EDRR. Local consultation could provide support for developing those plans.

4. Provide toolkits and resources for local governments to conduct vulnerability assessments and put in place mitigation measures like retrofitting in-water infrastructure.

In your reply to our previous call for this action, you stated that “this has not been something that local governments have been asking for, individually or through UBCM,” and that it “will be considered for the future, but not considered as an immediate priority.” The OBWB is a local government agency, a partnership of three regional districts, and provides services to 12 municipalities and works with Okanagan First Nations. Part of our mandate is “to present proposals and recommendations to appropriate agencies, being municipalities or governments, according to jurisdiction and responsibility.” We will work with local governments to support this call to action and work to have it brought forward to UBCM.

We have extensive experience providing technical and scientific support to local governments, including in the form of toolkits and guides, and are a service partner with CivicInfoBC, providing the Planning Guides resource database. The OBWB could provide project management and coordination in partnership with provincial staff to develop a local government guide to vulnerability assessments and mitigation measures for invasive mussels. We would welcome an opportunity to discuss this further.

5. Introduce legislation to require all out-of-province watercraft to be inspected prior to being launched in B.C. waters.

OBWB first made this call to action in May 2016 and has called for it again every year since. While we recognize that boat registration and safety are regulated at the federal level, the province does have the authority to regulate activities on provincial waters, similar to motor vessel restrictions on certain lakes as outlined in the fishing regulations. Alternatively, the province could call on the federal government to regulate watercraft in B.C., under their authority in the Fisheries Act, Aquatic Invasive Species Regulations 43 (1), or through the Canada Shipping Act, providing extra tools to protect B.C. waters beyond the current scope of the Invasive Mussel Defence Program.

Analysis of provincial inspection numbers suggests a 30% chance in any given year that a non-compliant, motorized watercraft will be carrying invasive mussels. This only accounts for watercraft that were recorded failing to stop at open inspection stations and does not include any craft that may have entered outside of inspection station hours. In 2021 this accounted for more than 580 motorized watercraft, and more than 3,500 non-motorized watercraft. This is an important gap we feel has not been given due consideration over the past six years.

6. Provide additional funding to invasive species groups in high-risk regions for monitoring, outreach and education.

Current funding for ongoing water monitoring, administered through the Habitat Conservation Trust Fund, is set to expire after the 2022 season. Part of this funding was provided by the federal government over a three-year term. We would strongly support any provincial request for federal funding to continue this program, as well as federal or provincial funding to regional invasive species groups to continue or expand their outreach and education campaigns. These non-profit groups provide a significant service to their regions, but often struggle with operational costs, and the time required to apply for funding. Ongoing, direct funding would enhance their ability to monitor, engage and educate, bolstering provincial efforts.

A 2013 OBWB study found the cost of an infestation to our region would be at least \$42 mill. annually to manage. As such, we remain committed to protecting B.C. waters and supporting provincial efforts. This

commitment has included delivery of our “[Don’t Move A Mussel](#)” campaign, promoting the clean, drain, dry message, and valued at more than \$996,000 to date, and another \$266,000 in funding provided to the Okanagan and Similkameen Invasive Species Society to conduct direct boater outreach and more.

We look forward to hearing from you, and supporting the enhanced efforts noted above to keep B.C. waters free from invasive mussels.

Sincerely,

A handwritten signature in black ink, reading "Sue McKortoff". The signature is written in a cursive, flowing style.

Sue McKortoff, Chair
Okanagan Basin Water Board

CC:

- Hon. Josie Osborne, B.C. Minister of Land, Water and Resource Stewardship
- Okanagan MLAs: Harwinder Sandhu, Norm Letnick, Renee Merrifield, Ben Stewart, Dan Ashton, Roly Russell
- Okanagan Nation Alliance, Chiefs Executive Council
- Okanagan Local Government Chairs and Mayors
- Okanagan MPs: Mel Arnold, Tracy Gray, Dan Albas, Richard Cannings
- Pacific NorthWest Economic Region: Matt Morrison, Chief Executive Officer
- Invasive Species Council of B.C.: Gail Wallin, Executive Director
- Okanagan Chambers of Commerce
- Thompson Okanagan Tourism Association
- Union of BC Municipalities