

VILLAGE OF BELCARRA REGULAR COUNCIL MEETING AGENDA Village Hall March 11, 2024 7:00 PM



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To view the meeting click: <u>Village of Belcarra - YouTube</u>

Note: This agenda is also posted on the Village's website at www.belcarra.ca

The purpose of a Council meeting is to enact powers given to Council by using bylaws or resolutions. This is the venue for debate of issues before voting on a bylaw or resolution.

We wish to acknowledge that this meeting is taking place on the unceded territory of the Coast Salish Peoples. Tum-Tumay-Whueton, or Belcarra, is home to an ancestral village of the Tsleil-Waututh Nation. We are thankful to conduct our work within their territory.

COUNCIL

Mayor Jamie Ross Councillor Carolina Clark Councillor Joe Elworthy Councillor Janet Ruzycki Councillor Liisa Wilder

- 1. CALL TO ORDER
- 2. APPROVAL OF THE AGENDA
- 3. ADOPTION OF MINUTES
- 3.1 Special Council Meeting, February 20, 2024

Recommendation:

That the minutes from the Special Council Meeting held February 20, 2024 be adopted.

3.2 Regular Council Meeting, February 20, 2024

Recommendation:

That the minutes from the Regular Council Meeting held February 20, 2024 be adopted.

4. PUBLIC INPUT (15 minutes)

A period of fifteen (15) minutes will be made available on each Regular Council Meeting Agenda for members of the public to make submissions to Council. Any person wishing to speak during Public Input Period must so indicate by raising their hand. Each person will be permitted 2 minutes to comment on items presented on the agenda. A second opportunity to speak is permitted when all other interested parties have had an opportunity to provide their comments. Comments must be directed to the Chair of the meeting and not to individual members of Council. Public Input Period is a venue for submissions in the form of statements. Questions can be directed to Question Period at the end of the agenda.

5. **DELEGATIONS**

- **5.1** <u>Tri-Cities Action Team Community Action Team</u>, presentation on the response to the toxic drug crisis
 - Roxanne Saxon and Samatha Chong

6. ITEMS ON CONSENT AGENDA

Council may adopt in one motion all recommendations appearing on the Consent Agenda, or prior to the question on the vote, any Council member may request that an item be removed from the Consent Agenda and placed in Section 7 for debate or discussion, voting in opposition to a recommendation, or declaring a conflict of interest with an item.

6.1 Correspondence

- 6.1.1 Mayor Kermit Dahl, City of Campbell River, letter dated February 2, 2024 to the Honorable Minister Farnworth, expressing support for consideration of the enactment of the Community Safety Act or the Community Safety Amendment Act legislation.
- **6.1.2** Rebecca Bishop, Program Officer, Union of British Columbia Municipalities, letter dated February 27, 2024 regarding payment of 2022 CRI FireSmart Community Funding & Supports in the amount of \$27,431.48.
- 6.1.3 George V. Harvie, Chair, Metro Vancouver Board, letter dated March 1, 2024 regarding a proposed land use designation amendment to Metro 2050 for the City of Maple Ridge for a 25.4-hectare site comprising 13 properties located south-west of the intersection of 232 Street and 128 Avenue in the Yennadon lands area.

 (The full report can be viewed at MVRD Board report dated January 3, 2024, titled "Metro 2050 Type 2 Proposed Amendment City of Maple Ridge (Yennadon Lands) (pg.462)
- 6.2 Reports
- 6.3 Recommendation to Receive Items on Consent
- 7. ITEMS REMOVED FROM THE CONSENT AGENDA
- 8. CORRESPONDENCE/PROCLAMATIONS (ACTION ITEMS)

9. UNFINISHED BUSINESS

Note: The motion on the floor as Item 9.1.2 was deferred from the January 22, 2024 Council Meeting. The staff report is attached for reference. Council deferred the motion to allow staff to provide further information regarding the Village's residential water metering system which is provided as Item 9.1.1.

9.1.1 Stewart Novak, Public Works and Emergency Preparedness Coordinator, staff report dated March 11, 2024 providing an update on the Village of Belcarra's residential water metering system.

Recommendation:

That the staff report dated March 11, 2024 titled "Residential Water Metering System" be received into the record for information.

9.1.2 Motion deferred from the January 22, 2024 Council Meeting from a report by Ken Bjorgaard, Financial Consultant regarding water charges for properties with secondary suites

Motion as deferred:

That the status quo for water user rates be maintained and that there be no extra water charges on those properties connected to the water system with secondary suites.

10. STAFF REPORTS

10.1 Ken Bjorgaard, Financial Consultant, report dated March 11, 2024 regarding the 5-Year (2024 – 2028) Financial Plan Bylaw.

Recommendation:

That Village of Belcarra 5-Year (2024 – 2028) Financial Plan Bylaw No. 623, 2023 be read a first, second and third time.

10.2 <u>Ken Bjorgaard, Financial Consultant,</u> report dated March 11, 2024, regarding the Village of Belcarra Fees and Charges Bylaw.

Recommendation:

That Village of Belcarra Fees and Charges Bylaw No. 517, 2018 Amendment Bylaw No. 624, 2024 be read a first, second and third time.

10.3 <u>Ken Bjorgaard, Financial Consultant,</u> report dated March 11, 2024, regarding recommendations from the "The Village of Belcarra's Draft Road Map to Financial Sustainability" report.

Recommendation:

That the recommendations from the "The Village of Belcarra's Draft Road Map to Financial Sustainability" report be approved and implemented.

(click here to view the staff report and recommendations 1 to 15)

10.4 <u>Stewart Novak, Public Works and Emergency Preparedness Coordinator</u>, staff report dated March 11, 2024 regarding a proposal for hydrological and environmental consulting services for a drainage assessment at the 3600 block of Bedwell Bay Road

Recommendation:

That the WSP proposal for hydrological and environmental consulting services, for drainage assessment conditions and for flow diversion at the 3600 block of Bedwell Bay Road be approved at the cost of \$14,330 excluding taxes.

10.5 Paula Richardson, Chief Administrative Officer, staff report dated March 11, 2024 regarding fines for water usage by residents during water restrictions.

Recommendation:

That Village of Belcarra Bylaw Notice Enforcement Bylaw No. 520, 2018 Amendment Bylaw No. 626, 2024 be read a first, second and third time.

- 11. BYLAWS
- 12. RELEASE OF ITEMS FROM CLOSED COUNCIL MEETINGS
- 13 MAYOR AND COUNCILLOR REPORTS
- 13.1 CHIEF ADMINISTATIVE OFFICER REPORT
- 14. OTHER MATTERS DEEMED EXPEDIENT
- 15. NOTICES OF MOTIONS AND MATTERS FOR INTRODUCTION AT FUTURE MEETINGS
- 16. PUBLIC QUESTION PERIOD

The public is invited to ask questions of Council regarding any item pertaining to Village business. A person wishing to make a submission will be limited to two (2) minutes and the submission must be in the form of a question. A second opportunity to ask a follow up or new question is permitted if no one else is waiting to participate. Questions, including follow up questions, must be directed to the Chair of the meeting and not to individual members of Council or staff. If a question(s) to staff arises during Public Question Period, the question(s) must be addressed to the Chair and the Chair can request clarification from staff.

The total session is limited to 20 minutes and will be completed by 11:00 pm unless extended with approval of Council through an affirmative vote.

17. ADJOURNMENT



VILLAGE OF BELCARRA SPECIAL COUNCIL MEETING MINUTES February 20, 2024



This meeting was held in Council Chambers

Council in Attendance

Mayor Jamie Ross Councillor Carolina Clark Councillor Joe Elworthy Councillor Janet Ruzycki Councillor Liisa Wilder

Staff in Attendance

Paula Richardson, Chief Administrative Officer Amanda Seibert, Corporate Officer/Recording Secretary Stewart Novak, Public Works & Emergency Preparedness Coordinator

Others in Attendance

Anthony Price, Lidstone & Associates

We wish to acknowledge that this meeting took place on the unceded territory of the Coast Salish peoples. Tum-Tumay-Whueton, or Belcarra, is home to an ancestral village of the Tsleil-Waututh Nation. We are thankful to conduct our work within their territory.

1. CALL TO ORDER

The meeting was called to order at 4:59 pm

2. APPROVAL OF THE AGENDA

2.1 Special Council Meeting, February 20, 2024

Moved by: Councillor Ruzycki Seconded by: Councillor Wilder

That the agenda for the Special Council Meeting of February 20, 2024 be approved.

CARRIED

3. RESOLUTION TO MOVE INTO CLOSED COUNCIL MEETING

Moved by: Councillor Clark Seconded by: Councillor Elworthy

That the February 20, 2024 special meeting of Council be closed pursuant to Sections 90(1) and 90(2) of the *Community Charter* as the subject matter being considered relates to the following:

Section 90(1)(i) The receipt of advice that is subject to solicitor-client privilege,

including communications necessary for that purpose.

4. ADJOURNMENT

Moved by: Councillor Wilder Seconded by: Councillor Ruzycki

That the February 20, 2024 Special Council Meeting be adjourned.

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		CARRIED
The meeting was adjourned at 5:00 pm		
Certified Correct:		
Jamie Ross	Amanda Seibert	
Mayor	Corporate Officer	



VILLAGE OF BELCARRA REGULAR COUNCIL MEETING MINUTES February 20, 2024



This meeting was held in Council Chambers and live streamed at Village of Belcarra - YouTube

Council in Attendance

Mayor Jamie Ross Councillor Carolina Clark Councillor Joe Elworthy Councillor Janet Ruzycki Councillor Liisa Wilder

Staff in Attendance

Paula Richardson, Chief Administrative Officer Stewart Novak, Public Works & Emergency Preparedness Coordinator Amanda Seibert, Corporate Officer/Recording Secretary Jane Dreier, Clerk

Others in Attendance

Ken Bjorgaard, Financial Consultant Laura Beveridge, Planning Consultant, Pooni Group Phil Chapman, Planning Consultant, Chapman Planning & Consulting

We wish to acknowledge that this meeting took place on the unceded territory of the Coast Salish peoples. Tum-Tumay-Whueton, or Belcarra, is home to an ancestral village of the Tsleil-Waututh Nation. We are thankful to conduct our work within their territory.

1. CALL TO ORDER

Mayor Ross called the meeting to order at 7:00 pm

2. APPROVAL OF THE AGENDA

2.1 Regular Council Meeting, February 20, 2024

Moved by: Councillor Wilder Seconded by: Councillor Clark

That the agenda for the Regular Council Meeting of February 20, 2024 be amended to include the following item:

8.1 <u>Barb Anderson, Fundraising Lead, Heritage Woods Secondary School After Grad Committee</u>, email dated January 24, 2024 requesting any available financial contribution from the Village of Belcarra to assist the 2024 HWSS After Grad committee to help provide a safe, celebratory event with a recommendation to provide financial assistance in the amount of \$150.00.

And that the agenda be approved as amended.

CARRIED

3. ADOPTION OF MINUTES

3.1 Special Council Meeting, February 5, 2024 and February 12, 2024

Moved by: Councillor Clark Seconded by: Councillor Ruzycki

That the minutes from the Special Council Meetings held on February 5, 2024 and February 12, 2024 be adopted.

CARRIED

3.2 Regular Council Meeting, February 5, 2024

Moved by: Councillor Ruzycki Seconded by: Councillor Clark

That the minutes from the Regular Council Meeting held on February 5, 2024 be adopted.

CARRIED

3.3 Special Council Meeting and Public Consultation Session, February 5, 2024

Moved by: Councillor Clark
Seconded by: Councillor Elworthy

That the minutes from the Special Council Meeting and Public Consultation Session held on February 5, 2024 be adopted.

CARRIED

4. PUBLIC INPUT

<u>Brian Hirsch, Belcarra resident,</u> referred to Item 10.3 on the agenda. He commented on a statement in the report which referred to the removal of road ends to be addressed in a separate document. He questioned why this was done and what can be expected. Mr. Hirsch was advised that his question would be answered during question period.

Sy Rogers, Belcarra resident, asked if the Planner from Pooni Group will be available to answer questions at Question Period.

The Planner confirmed her availability to address questions.

<u>Jim Chisholm, Belcarra resident</u>, referred to a letter he submitted and whether he had to wait until Question Period to have questions answered.

The Mayor confirmed that questions will be addressed during Question Period.

5. DELEGATIONS AND PRESENTATIONS

No items

6. ITEMS ON CONSENT AGENDA

Note: Council may adopt in one motion all recommendations appearing on the Consent Agenda, or prior to the question on the vote, any Council member may request that an item be removed from the Consent Agenda and placed in Section 7 for debate or discussion, voting in opposition to a recommendation, or declaring a conflict of interest with an item.

6.1 Correspondence

6.1 2 Niina Niemi, Director, Helpline Services, United Way British Columbia, email dated February 8, 2024 providing information on 211 British Columbia

6.2 Reports

No items

6.3 Recommendation to Receive Items on Consent

Moved by: Councillor Elworthy Seconded by: Councillor Clark

That item 6.1.2 on the Consent Agenda of the February 20, 2024 Village of Belcarra Regular Council Meeting be received into the record for information.

Councillor Ruzycki requested that item 6.1.1 be removed from the consent agenda to allow for discussion. Councillor Clark requested that Item 6.1.3 be removed from the consent agenda to allow for discussion.

With no other requests coming forward to remove items from the consent agenda, the Mayor called the question on the motion.

CARRIED

7. ITEMS REMOVED FROM THE CONSENT AGENDA

6.1.1 <u>Jim Chisholm, Belcarra resident,</u> letter dated February 3, 2024 regarding the statement to open each meeting with regard to the Coast Salish People and the SVFD

Councillor Ruzycki advised that she asked for this item to be removed from the consent agenda to gain some clarity on how the process came about.

Council discussion ensued on the history of the opening statement with regard to the Coast Salish People, the legislation related to the process and the procedure followed by other municipalities and agencies.

6.1.3 <u>John McEwen, Mayor, Village of Anmore</u>, letter dated February 8, 2024 regarding the Sasamat Volunteer Fire Department

Councillor Clark reviewed the letter from the Village of Anmore and asked when a response can be expected.

Council discussion ensued on the correspondence interchanged with the Village of Anmore relating to the Sasamat Volunteer Fire Department.

8. CORRESPONDENCE/PROCLAMATIONS (ACTION ITEMS)

8.1 Barb Anderson, Fundraising Lead, Heritage Woods Secondary School After Grad Committee, email dated January 24, 2024 requesting any available financial contribution from the Village of Belcarra to assist the 2024 HWSS After Grad committee to help provide a safe, celebratory event

Moved by: Councillor Clark Seconded by: Councillor Ruzycki

That the 2024 Heritage Woods Secondary School Dry Grad be supported with financial assistance in the amount of \$150.00.

CARRIED

9. UNFINISHED BUSINESS

No items

10. STAFF REPORTS

10.1 <u>Laura Beveridge, Planning Consultant, Pooni Group</u>, report dated February 20, 2024 regarding new Provincial Housing Legislation Bills 35, 44, 46 and 47.

The Planning Consultant provided a PowerPoint presentation on the new Provincial Housing Legislation. She provided an overview of Bill 35, 44, 46, 47 and the applicability of the legislation to Belcarra.

Council discussion ensued on the impact of the new Provincial legislation on the Village of Belcarra.

Moved by: Councillor Wilder Seconded by: Councillor Clark

That staff be directed to prepare legislative changes and bring them forward for Council consideration.

CARRIED

10.2 <u>Ken Bjorgaard, Financial Consultant,</u> staff report dated February 20, 2024 regarding the 5-year (2024 – 2028) Financial Plan & Related 2024 Budget.

The Financial Consultant reviewed the report. He advised on the proposed rate increases and on the timeline for allowing for adoption of the budget in April 2024.

Moved by: Councillor Elworthy Seconded by: Councillor Ruzycki

That the Village's 2024 – 2028 Financial Plan Bylaw and 2024 Utility Rates Bylaw be prepared on the basis of the following:

Property Taxes:

- 10% increase in property taxes in 2024;
- 4% increase in property taxes in each year from 2025 to 2028 (all property tax increases in 5-year Financial Plan after 2024 are subject to review and change in the next budget cycle in 2025);

Water User Fees:

- 20% increase in water user rates in 2024;
- 15% increase in water user rate in 2025 and 2026 and 5% increases in 2027 and 2028 (all water rate increases in 5-year Financial Plan after 2024 are subject to review and change in the next budget cycle in 2025);

Waste & Recycle Depot (WARD) User Fees:

- 20% increase in WARD user rates in 2024;
- 10% increase in WARD user rate in 2025 and 2026 and 4% increases in 2027 and 2028 (all WARD rate increases in 5-year Financial Plan after 2024 are subject to review and change in the next budget cycle in 2025).

CARRIED

The Financial Consultant advised that Climate Action grant funding can be used on the Marine Avenue project.

10.3 Paula Richardson, Chief Administrative Officer and Phil Chapman, Chapman Planning & Consulting, report dated February 20, 2024 regarding first reading of Official Community Plan Bylaw No. 621, 2024

The Planning Consultant provided an overview of work done on the Official Community Plan since its review by the Official Community Plan Committee

Moved by: Councillor Clark Seconded by: Councillor Ruzycki

That Village of Belcarra Official Community Plan Bylaw No. 621, 2024 be read a first time; and

That Village of Belcarra Official Community Plan Bylaw No. 621, 2024 be forwarded to Public Hearing on April 8, 2024.

CARRIED

10.4 <u>Stewart Novak, Public Works & Emergency Preparedness Coordinator,</u> report dated February 20, 2024 regarding the Waste and Recycling Depot (WARD)

The Public Works and Emergency Preparedness Coordinator reviewed the report. He advised that the staff report was brought forward to increase public awareness on costs and ongoing challenges at the WARD facility;

Moved by: Councillor Clark Seconded by: Councillor Wilder

That the report dated February 20, 2024 titled "Waste and Recycling Depot (WARD) Update" be received into the record for information.

CARRIED

10.5 <u>Amanda Seibert, Corporate Officer</u>, report dated February 20, 2024 providing a review and update on the status of a comprehensive policy review.

The Corporate Officer reviewed the report. She advised on the status of a project to review and update existing Village policies.

Moved by: Councillor Clark Seconded by: Councillor Wilder

That the report dated February 20, 2024 titled "Status Update on a Comprehensive Policy Review" be received into the record for information.

CARRIED

11. BYLAWS

No items

12. RELEASE OF ITEMS FROM CLOSED COUNCIL MEEINGS

No items

13. MAYOR AND COUNCILLOR REPORTS

Mayor Ross attended the following events:

- Metro Vancouver Regional Park Committee February 7, 2024
- Metro Vancouver Climate Action Committee Meeting February 8, 2024
- UBCM Housing Summit February 13 and 14, 2024
- Special Meeting of the TransLink Mayors' Council February 16, 2024

Councillor Clark advised that public feedback on changes to the Land Act will be sought until March 31 and advised residents to education themselves on the subject. She reported that she has attended sessions held by groups concerned about the changes.

13.1 CHIEF ADMINISTRATIVE OFFICER'S REPORT

The Chief Administrative Officer reported on the following

- The Federal Government has committed \$2 million to assist with the financing of BC Builds;
- BC Housing is offering a secondary suite incentive program to help homeowners create affordable housing in their communities. She outlined conditions set by BC Housing and advised that information will be posted on the Village's website;
- The consultant looking after the GIS system has updated data and property lines are more accurate. More work on the system is expected going forward and asset management records will be added as well.
- A Sasamat Volunteer Fire Department Board of Trustees meeting is scheduled for March 14 at 7:00 at the Anmore Hub

14. OTHER MATTERS DEEMED EXPEDIENT

No items

15. NOTICES OF MOTION AND MATTERS FOR INTRODUCTION AT FUTURE MEETINGS

No items

16. PUBLIC QUESTION PERIOD

Sy Rodgers, Belcarra resident, queried about the involvement of Pooni Group with ELC's project.

The Planner clarified that Pooni Group is working on behalf of the Village.

Sy Rodgers, Belcarra resident, spoke on a development application made by ELC and asked whether it will be beneficial for the Village to complete the ELC application prior to moving ahead with the Official Community Plan.

Staff advised on the need to move forward with an Official Community Plan and not wait for development applications. It was also advised that policies within an Official Community Plan are meant to be flexible in considering future development and that as applications come forward, an OCP bylaw can be amended. It was also advised that residents will have opportunity to speak on the proposed Official Community Plan at an upcoming Public Hearing on April 8, 2024.

<u>Irene VanderSpek, Belcarra resident</u>, spoke on the removal of road ends policies from the proposed Official Community Plan and expressed concern that upon removal of this section, discussion on road ends no longer be held. She also expressed concern with the availability of funding to deal with the proposed fire halls and not being able to use funds from the sale of road ends to deal with the debt.

Staff provided clarification on the removal of the policy on road ends from the Official Community Plan.

<u>Jim Chisholm, Belcarra resident</u>, agreed with the previous speaker and put forward that there should be a short dissertation left in the proposed Official Community Plan addressing road ends

<u>Brian Hirsch, Belcarra resident</u>, expressed concern with a section pertaining to road ends being left out of the proposed Official Community Plan. He will submit his comments as part of the correspondence for the public hearing.

<u>Deborah Struk, Belcarra resident</u>, submitted a question via email. She requested that Council consider holding the public hearing on the proposed Official Community Plan after Spring Break and Easter.

The Chief Administrative Officer advised that the Public Hearing will be held on April 8, 2024 as per a resolution made by Council.

<u>Sy Rodgers, Belcarra resident</u>, asked why the ELC was not allowed to have movies shot on their properties. He referred to conversations the OCP Planning Consultant had with Metro Parks and queried whether the topic was discussed,

The Planning Consultant provided clarification on his understanding of Metro Parks right to disallow use of the road for commercial traffic.

17. ADJOURNMENT

Moved by: Councillor Wilder Seconded by: Councillor Ruzycki

That the February 20, 2024 Regular Council Meeting be adjourned.

CARRIED

The meeting was adjourned at 8:59 pm

Certified Correct:		
Jamie Ross	Amanda Seibert	
Mayor	Corporate Officer	



February 2, 2024

The Honourable Minister Farnworth
Minister of Public Safety and Solicitor General
Via email: PSSG.Minister@gov.bc.ca

Dear Minster Farnworth,

Re: Community Safety Act and Community Safety Amendment Act

You recently received a letter from the Mayor of Fort St. John, Lilia Hansen, highlighting crime-related challenges in their community stemming from specific properties. Mayor Hansen recounts a specific case where a much-loved community space has become the center of frightening and unsettling incidents and asks the Province to reconsider the *Community Safety Act and Community Safety Amendment Act* to help address challenges such as these.

Mayor Hansen's letter resonated with Campbell River City Council, as we tragically see similarities within our own community. Like Fort St. John, Campbell River has experienced a rise in criminal and illegal activity and associated threats to public safety from specific properties. These properties can be a hub for organized crime and drug trafficking, opioid use and sadly deaths, and weapons-related violence, and they serve to undermine the sense of safety and wellbeing of immediate neighbors and the wider community. Despite police, bylaw and fire services interventions, the challenges with these properties persist and escalate over time if left unchecked, as we have seen here in Campbell River. As Mayor Hansen relates, the compounding risks can lead to tragedy and leave local governments wondering why there aren't more tools available.

The province of BC previously drafted the *Community Safety Act* and *Community Safety Amendment Act*, similar to legislation which is in force in several Canadian provinces and the Yukon. The powers within this legislation are an effective and reasonable response from provincial authorities to chronic and illegal behavior from problem properties. To echo the words of Mayor Hansen, it is frustrating and disheartening that the tools set out in this Act are not available to local governments, and as a result, we are unable to address the community safety challenges we face today.

We feel compelled to add the City's voice to the call for stronger support from the Province to better meet persistent threats of crime and disorder within our local communities. We ask you to consider bringing into force the *Community Safety Act* and *Community Safety Amendment Act* along with the necessary law enforcement resources to effectively implement such legislation. If this is not possible, we request that the Province look at other effective tools and interventions which could help us respond to problem properties in the future.

Sincerely,

Kermit Dahl

Mayor



Reference: CRI-582

February 27, 2024

Mayor Ross and Council Village of Belcarra 4084 Bedwell Bay Avenue Belcarra, BC V3H 4P8

RE: 2022 CRI FireSmart Community Funding & Supports – Payment Letter (2022 FireSmart and Fuel Management)

Dear Mayor Ross and Council,

Thank you for submitting final report documentation for the above noted 2022 Community Resiliency Investment project. The CRI Working Group has reviewed your submission and the reporting requirements have been met.

The final report notes total project costs of \$27,431.48. Based on this, payment in this amount will follow by electronic funds transfer. This represents full payment for the project and is based on one hundred per cent (100%) of total eligible costs.

On behalf of the Working Group, congratulations on the successful completion of this project and best wishes for future community safety work in your community.

If you have any questions, please contact Community Resiliency Investment at 250-387-4470 or cri@ubcm.ca.

Sincerely,

Rebecca Bishop, Program Officer

cc: Stewart Novak, Manager Public Works
Tony Botica and Andrew Baskerville, Wildfire Prevention Officers, Coastal Fire
Centre, BCWS

The Community Resiliency Investment program is funded by the Province of BC



Office of the Chair Tel. 604-432-6215 or via Email CAOAdministration@metrovancouver.org

March 1, 2024

File: CR-12-01 Ref: RD 2026 01 26

Mayor Jamie Ross and Council Village of Belcarra 4084 Bedwell Bay Rd Belcarra, BC V3H 4P8

VIA EMAIL: <u>jross@belcarra.ca</u>; <u>aseibert@belcarra.ca</u>

Dear Mayor Jamie Ross and Council:

Metro 2050 Type 2 Proposed Amendment City of Maple Ridge (Yennadon Lands)

Metro 2050, the regional growth strategy, is the regional federation's plan for managing growth coming to Metro Vancouver in a way that: protects important lands like agriculture, ecologically important and industrial lands; contains growth within an urban containment boundary and directs it to transit oriented locations; and supports the efficient provision of utilities and transit. Metro 2050 contains six regional and parcel based land use designations that support those objectives. By signing on to Metro 2050, if a member jurisdiction aspires to change the land use designation for a site then, as a first step, they have agreed to have the Metro Vancouver Board consider regional implications of the proposed amendment. Metro 2050 outlines the process for proposed amendments.

The City of Maple Ridge is requesting a Type 2 Amendment to *Metro 2050* for a 25.4-hectare site comprising 13 properties located south-west of the intersection of 232 Street and 128 Avenue. The proposed amendment would adjust the Urban Containment Boundary to include 23154 128 Avenue and 12791 232 Street (approximately 2 hectares in total), as well as redesignate the regional land uses from General Urban and Agricultural to Industrial (18ha) and Conservation and Recreation (7.4ha) to accommodate future industrial uses and protect a portion of the site for nature.

65749007

At its January 26, 2024, regular meeting, the Board of Directors of the Metro Vancouver Regional District (MVRD) adopted the following resolution:

That the MVRD Board:

- a) initiate the Metro 2050 amendment process for the City of Maple Ridge's requested regional land use designation amendment from General Urban and Agricultural to Industrial and Conservation and Recreation for the lands located at 22913 127 Avenue, 22992 127 Avenue, 22870 127 Place, 22948 128 Avenue, 22990 128 Avenue, 23008 128 Avenue, 23154 128 Avenue, 12640 228 Street, 12639 232 Street, 12685 232 Street, 12759 232 Street, 12761 232 Street, and 12791 232 Street;
- b) give first, second, and third readings to Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1376, 2024; and
- c) direct staff to notify affected local governments as per section 6.4.2 of Metro 2050.

As required by both the *Local Government Act* and *Metro 2050*, the regional growth strategy amendment process requires a minimum 45-day notification period to allow all affected local governments, First Nations, and members of the public to provide comment on the proposed amendment. Following the comment period, the MVRD Board will review all comments received and consider adoption of the amendment bylaw.

The proposed amendment is a Type 2 amendment to *Metro 2050*, which requires that an amendment bylaw be passed by the MVRD Board by a two-thirds weighted vote. For more information on regional growth strategy amendment procedures, please refer to Sections 6.3 and 6.4 in *Metro 2050*. Enclosed is a Metro Vancouver staff report dated January 3, 2024, titled "Metro 2050 Type 2 Proposed Amendment – City of Maple Ridge (Yennadon Lands)" providing background information and an assessment of the proposed amendment regarding its consistency with *Metro 2050*.

You are invited to provide written comments on the proposed amendment. If you have any questions or wish to comment with respect to the proposed amendment, please contact Jonathan Cote, Deputy General Manager, Regional Planning and Housing Development, by phone at 604-432-6391, or by email at jonathan.cote@metrovancouver.org by April 18, 2024.

Yours sincerely,

George V. Harvie

Chair, Metro Vancouver Board

GVH/JWD/hm

cc: Paula Richardson, Chief Administrative Officer, Village of Belcarra
Jerry W. Dobrovolny, Commissioner/Chief Administrative Officer, Metro Vancouver
Heather McNell, Deputy Chief Administrative Officer, Policy and Planning, Metro Vancouver
Jonathan Cote, Deputy General Manager, Regional Planning and Housing Development, Metro Vancouver

Encl: MVRD Board report dated January 3, 2024, titled "Metro 2050 Type 2 Proposed Amendment –

City of Maple Ridge (Yennadon Lands)" (pg. 462)

65749007





COUNCIL REPORT

File: 5600-00

Date: March 11, 2024

From: Stewart Novak, Public Works & Emergency Preparedness Coordinator

Subject: Residential Water Metering System Update

Recommendation

That the staff report dated March 11, 2024 titled "Residential Water Metering System Update" be received into the record for information.

Purpose

To provide information regarding the condition and status of the Village of Belcarra's existing water meter infrastructure and cost to update software and hardware system should an automatic meter reading system be implemented in Belcarra.

Background

Belcarra's water distribution system supplied from the District of North Vancouver was installed and commissioned in 2012. As part of the water distribution system installation, every lot within the local area service had one meter box installed at or near each property line.

Sensus *Iperl* electromagnetic flow measuring water meters were purchased and installed into meter boxes for every lot that connected to the municipally supplied potable water system and continue to be installed with every new water connection as per Waterworks Bylaw No. 456, 2012 which states:

"Consolidated Waterworks Bylaw No. 456, 2012 Water Meter Required 67. Unless there is an exemption in this Bylaw, no person may connect to the Water Service unless a Water Meter is installed."

A handheld Sensus automatic reader and supporting software was also purchased at the time presumably with the intent of establishing a billable metering system for residents, however a flat rate billing system was adopted by Council, and consequently the meter reader and metering software was not put into use.

Stewart Novak, Public Works and Emergency Preparedness Coordinator Council Report: Water Metering March 11, 2024 Page 2 of 3

Currently Belcarra has one hundred and ninety-five (195) meters installed into meter boxes. Thirty-five (35) of those meters are installed without one way radio devices required to send information to the Sensus automatic reader as these types of radios are now obsolete. The handheld reader is also obsolete according to a Sensus representative.

Automatic Meter Reading

Should Belcarra choose to adopt an automatic metering program, the cost to update the existing Sensus metering system, including new two-way radios attached to each residential meter, reader, programs, and employee training, will cost approximately \$75,510. An annual cost of two-way licencing will also be charged.

Staff reached out for an additional quote from Flow Systems who provide Neptune metering products. Their products are adaptable to the Sensus meters currently installed into Belcarra's meter boxes. It should be noted that water operators from the City of Port Moody and Village of Anmore advise that they have transitioned from Sensus to Neptune metering systems.

The quote from Flow Systems to transition over to Neptune metering is approximately \$98,460. An annual cost for two-way licencing will also be charged.

Both systems are designed to automatically read meters without opening the meter boxes and will automatically download the information into the municipal accounting/billing system.

If an automatic meter reading system were to be approved by Council, staff will investigate the availability of grant funding for this purpose.

Metro Vancouver's Best Practices Guide for Local Governments August 2019 states "Metro Vancouver supports water metering as a best management practice and encourages local governments in the region to move towards universal metering".

Manual Meter Reading

As noted in previous reports, staff conduct biannual checks on the meter boxes and manually record meter readings while conducting these checks. An example of challenges water operators encounter while conducting meter box checks are cars parked on top of meter boxes which may cause delays in the billing process if a manual meter reading policy were to be approved.

Currently, the time to manually read each meter in the Village for maintenance purposes is scheduled over a two week period. Should Council approve a manual meter reading system, the data would be gathered and provided to the office where it would be manually input into the billing platform. This method is time consuming and is inefficient to manage.

Stewart Novak, Public Works and Emergency Preparedness Coordinator Council Report: Water Metering March 11, 2024 Page 3 of 3

Summary

Council requested that staff provide an update on the condition and status of the Village of Belcarra's existing water metering infrastructure and the estimated costs to make it functional if an automatic meter reading system were to be implemented.

It was determined that both the one way radio devices and the handheld reader are now obsolete. In addition, Belcarra's IT team advise that the Sensus data receiving program is no longer installed on computers at the Village administration office.

Two quotes provided are as follows:

- Sensus Metering products -- \$75,510.
- Neptune Metering products \$98,460.

Both quotes include radio devices, meter reader, programming and support.

Manual meter reading may be considered, however, as there are currently approximately 200 meters in the Village, there will be a large amount of staff time involved and there is more room for error using a manual process.

Prepared by: Stewart Novak

Public Works and Emergency Preparedness Coordinator

Concurrence: Paula Richardson.

Chief Administrative Officer

ITEM 9.1.2

<u>Motion deferred from the January 22, 2024 Council Meeting</u> from a report by Ken Bjorgaard, Financial Consultant regarding water charges for properties with secondary suites

Motion as deferred:

That the status quo for water user rates be maintained and that there be no extra water charges on those properties connected to the water system with secondary suites.

ATTACHMENT TO ITEM 9.1.2





COUNCIL REPORT

Date: January 22, 2024

From: Ken Bjorgaard, Financial Consultant

Subject: Water Charges for Properties with Secondary Suites

Recommendation:

That properties connected to the water system with secondary suites be charged additional water user rates starting in 2025 for their suites, at a rate of 40% of the regular water user rates, and that these properties be advised of this change.

Purpose:

The purpose of this report is to present options for water charges on those properties with secondary suites.

Background:

Historically, the Village has not charged extra water charges to properties that are connected to the water system and that have secondary suites; however, these same properties are charged double Waste & Recycle Depot (WARD) user rates (2 x \$467.00) because they have secondary suites.

Discussion:

The Village of Belcarra's 2023 utility rates charged on tax notices were as follows:

2023 Utility Rates

Water User Rate (Connected) \$1,543.00
Water User Rate (Not Connected) \$1,082.00
Waste & Recycle Depot (WARD) User Rate \$467.00

In 2023 there were 71 properties that had suites which paid the additional WARD user rates. Of the 71 properties there are 56 that are connected to the water system. A broad survey of other local governments indicates that most are charging extra water fees to properties with suites, with the extra water charges generally varying between 40% to 50% of the regular user rates.

If the Village were to charge extra water charges for secondary suites at a rate of 40% of the regular user rate, this would generate about \$34,600.00 (\$1,543.00 x 40% x 56) of additional revenue for the water fund based on 2023 rates. The \$34,600 would increase to approximately \$41,500.00 if there was a 20% increase in water rates in 2024. The \$41,500.00 is the equivalent of an approximate 11% water rate increase. This additional revenue would stabilize and lessen future water rate increases.

Ken Bjorgaard, Financial Consultant Council Report: Water Charges for Properties with Secondary Suites January 22, 2024 Page 2 of 2

Options

The following options are presented for Council's consideration:

1. <u>The Status Quo</u> – no extra water charges on those properties connected to the water system with secondary suites.

This option would continue to treat those properties with secondary suites the same as those properties without secondary suites, which would be inconsistent with the WARD utility charges on secondary suites. This option would result in larger water rate increases on all properties in the future.

2. <u>40% Extra Water Charges Starting in 2025</u> – a phase in of extra water charges on those properties connected to the water system with secondary suites.

This option would allow the Village to provide advance notice of the extra water charges to those properties affected, and for those properties to discontinue their secondary suites if they so choose. This option would result in smaller water rate increases on all properties in the future.

3. <u>40% Extra Water Charges Starting in 2024</u> – extra water charges on those properties connected to the water system with secondary suites.

This option would be implemented on the 2024 tax notices and would allow less time for properties and taxpayers to adjust to the change. This option would result in smaller water rate increases on all properties in the future.

Any extra water charges for those properties with secondary suites would be discontinued if and when the Village of Belcarra moves to charging for actual water usage via water meters in the future. It is recommended that the Village move forward with option 2, with properties with secondary suites being charged additional water user charges starting in 2025 at a rate of 40% of the regular user rates for their suites.

Prepared by: Ken Bjorgaard

Financial Consultant

Concurrence: Paula Richardson.

Chief Administrative Officer





COUNCIL REPORT

Date: March 11, 2024

From: Ken Bjorgaard, Financial Consultant

Subject: 5-Year (2024 – 2028) Financial Plan Bylaw

Recommendation:

That Village of Belcarra 5-Year (2024 – 2028) Financial Plan Bylaw No. 623, 2024 be read a first, second and third time.

Purpose:

The purpose of this report is to present the Village's 2024 – 2028 Financial Plan Bylaw (Bylaw) for first, second and third readings. This Bylaw reflects the results of Council's budget deliberations and related decisions and has been prepared pursuant to the following February 20, 2024 Council motion:

"That the Village's 2024 – 2028 Financial Plan Bylaw and 2024 Utility Rates Bylaw be prepared on the basis of the following:

Property Taxes:

- 10% increase in property taxes in 2024;
- 4% increase in property taxes in each year from 2025 to 2028 (all property tax increases in 5-year Financial Plan after 2024 are subject to review and change in the next budget cycle in 2025);

Water User Fees:

- 20% increase in water user rates in 2024:
- 15% increase in water user rate in 2025 and 2026 and 5% increases in 2027 and 2028 (all water rate increases in 5-year Financial Plan after 2024 are subject to review and change in the next budget cycle in 2025);

Waste & Recycle Depot (WARD) User Fees:

- 20% increase in WARD user rates in 2024;
- 10% increase in WARD user rate in 2025 and 2026 and 4% increases in 2027 and 2028 (all WARD rate increases in 5-year Financial Plan after 2024 are subject to review and change in the next budget cycle in 2025)."

Ken Bjorgaard, Financial Consultant Council Report: 5-Year (2024 – 2028) Financial Plan Bylaw March 11, 2024 Page 2 of 2

Discussion:

The Bylaw attached hereto for Council's consideration reflects the above noted Council motion. It should be noted that Schedules A & B which are attached to the Bylaw, and form part thereof, are a requirement of the *Community Charter*. It is recommended that the Bylaw receive first three (3) readings on March 11, 2024. The Bylaw is scheduled to come forward for adoption on April 2, 2024. The *Community Charter* allows financial plans to be amended by bylaw after adoption.

Prepared by: Ken Bjorgaard

Financial Consultant

Concurrence: Paula Richardson,

Chief Administrative Officer

The following appendix is attached hereto:

Appendix A: Village of Belcarra 5-Year (2024 - 2028) Financial Plan Bylaw No. 623, 2024



VILLAGE OF BELCARRA

5-Year (2024 – 2028) Financial Plan Bylaw No. 623, 2024



A bylaw to establish the 5-Year Financial Plan for the years 2024 – 2028 inclusive.

WHEREAS pursuant to section 165 of the *Community Charter*, the Council shall, before the 15th of May in each year, before the annual property tax bylaw is adopted, adopt a financial plan;

AND WHEREAS the Municipal Council has caused to be prepared a 5-Year Financial Plan for the period 2024 – 2028 inclusive;

NOW THEREFORE, the Council of the Village of Belcarra enacts as follows:

- 1. This Bylaw shall be cited for all purposes as the "Village of Belcarra 5-Year (2024 2028) Financial Plan Bylaw No. 623, 2024".
- 2. Council hereby adopts the 5-Year Financial Plan for the years 2024 2028 inclusive, as set out in Schedules A and B, attached to and forming part of this bylaw.
- 3. If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

READ A FIRST TIME on		
READ A SECOND TIME on		
READ A THIRD TIME on		
ADOPTED by the Council on		
Jamie Ross	Amanda Seibert	
Mayor	Corporate Officer	
This is a certified a true copy of		
Village of Belcarra 5-Year (2024 – 2028) Financial		
Plan Bylaw No.623, 2024		
Chief Administrative Officer		

Schedule A - Financial Plan

	2024	2025	2026	2027	2028
REVENUE					
Taxation (including grants in lieu)	(1,112,673)	(1,160,991)	(1,211,318)	(1,263,736)	(1,318,330)
Parcel taxes	(267,617)	(267,617)	(267,617)	(267,617)	(267,617)
Sale of services & regulatory fees	(833,571)	(926,307)	(1,051,523)	(1,095,551)	(1,141,569)
Government transfers	(881,465)	(678,562)	(689,761)	(696,156)	(714,828)
Investment income	(162,507)	(165,855)	(169,274)	(172,765)	(176,329)
Actuarial income	(50,547)	(56,482)	(62,623)	(68,980)	(75,560)
Total Revenue	(3,308,380)	(3,255,814)	(3,452,116)	(3,564,805)	(3,694,233)
EXPENSES					
General government & fiscal services	267,167	275,335	312,919	288,015	294,020
Administration & human resources	305,679	307,476	346,322	355,471	435,706
Information technology	51,751	52,414	54,403	51,866	52,720
Support services (engineering, finance & planning)	229,121	134,915	137,603	140,343	203,138
Building inspection & bylaw enforcement	117,452	120,601	138,749	142,525	146,413
Public works & transportation	263,600	270,581	286,746	294,334	348,112
Major road network (MRN)	139,169	142,879	150,795	153,875	188,698
Fire & emergency services	8,945	9,125	9,307	9,494	9,684
Waste & recycle depot (WARD)	217,272	223,650	236,032	241,638	258,330
Water system	543,922	557,905	579,598	587,618	640,606
Amortization	371,555	389,889	409,135	429,339	450,547
Total Expenses	2,515,633	2,484,770	2,661,609	2,694,518	3,027,974
ANNUAL SURPLUS	(792,747)	(771,044)	(790,507)	(870,287)	(666,259)
RESERVES, DEBT & CAPITAL					
Tangible capital assets	1,176,406	718,650	976,350	687,680	699,700
Amortization	(371,555)	(389,889)	(409,135)	(429,339)	(450,547)
Repayment of debt (principal & actuarial)	169,549	175,484	181,625	187,982	194,562
Transfers from reserves	(891,818)	(541,636)	(834,235)	(511,799)	(603,902)
Transfers to reserves	695,983	780,311	832,836	888,671	776,086
Transfers from surplus	(12,348)	-	-	-	-
Transfers to surplus	26,530	28,124	43,066	47,092	50,360
Total Reserves, Debt & Capital	792,747	771,044	790,507	870,287	666,259
FINANCIAL PLAN BALANCE	-	-	-	-	-

Schedule B - Statement of Objectives and Policies

Financial Plan Objectives and Policies for Funding Sources, Distribution of Property Value Taxes, and Permissive Tax Exemptions

A. Funding Sources

Over the Village of Belcarra's 5-year financial plan the funding sources, as defined in Section (165) (7) of the Community Charter, are as follows:

Funding Sources

	2024	2025	2026	2027	2028
Operating Revenue Sources					
Property value taxation	37.4%	38.0%	37.4%	37.6%	37.6%
Parcel tax	9.0%	8.8%	8.2%	8.0%	7.6%
Fees	28.1%	30.4%	32.4%	32.6%	32.6%
Other sources*	25.5%	22.8%	22.0%	21.8%	22.2%
Proceeds from borrowing	0.0%	0.0%	0.0%	0.0%	0.0%
Totals	100.0%	100.0%	100.0%	100.0%	100.0%
Capital Revenue Sources					
Other sources - Reserves	71.3%	71.2%	78.8%	69.9%	73.2%
Other sources - Grants Other sources - Appropriated	28.7%	28.8%	21.2%	30.1%	26.8%
Surplus	0.0%	0.0%	0.0%	0.0%	0.0%
Proceeds from borrowing	0.0%	0.0%	0.0%	0.0%	0.0%
Totals	100.0%	100.0%	100.0%	100.0%	100.0%

^{*} Government transfers, investment income & actuarial on debt

Objectives:

> Ensure that the Village's services are sustained over the long-term by providing for core operations and future asset/infrastructure replacements and renewals.

Policy:

- > Build up reserves to optimal levels through property tax and utility user fee increases (for water and the waste & recycle depot).
- Minimize external borrowing and create internal reserve sources of funding and financing.

B. Distribution of Municipal Property Taxes Across Property Classes

Over the term of the financial plan the distribution of municipal property taxes across the property tax classes is expected to be similar to 2023, as follows:

Distribution of 2023 Property Taxes

Property Classes	Property Tax Dollars Raised	% of Total Property Taxation
1 Residential	\$981,678	98.6%
2 Utilities	\$1,088	0.1%
3 Supportive Housing	\$0	0.0%
4 Major Industry	\$0	0.0%
5 Light Industry	\$0	0.0%
6 Business/Other	\$217	0.0%
7 Managed Forest Land	\$0	0.0%
8 Recreation/Non-Profit	\$12,685	1.3%
9 Farm	\$0	0.0%
Totals	\$995,668	100.0%

Objective:

Maintain a consistent, proportionate relationship in the sharing of the tax burden amongst the tax classes.

Policy:

Set tax rates in accordance with the tax class multiples set by the Province of BC.

C. Permissive Tax Exemptions

Objective:

Recognize the contributions of non-profit organizations and groups which provide services and activities for the Community.

Policy:

- > Full or partial permissive tax exemptions will be considered to encourage activities or services that:
 - are consistent with the quality of life (economic, social, and cultural) objectives of the Village;
 - provide direct access and benefit to the community, and
 - would otherwise be provided by the Village.
- Council Policy 176 provides additional details and requirements for Permissive Tax Exemptions.





COUNCIL REPORT

Date: March 11, 2024

From: Ken Bjorgaard, Financial Consultant

Subject: Village of Belcarra Fees and Charges Bylaw Amendment

Recommendation:

That "Village of Belcarra Fees and Charges Bylaw No. 517, 2018 Amendment Bylaw No. 624, 2024" receive first, second and third readings.

Purpose:

The purpose of this report is to present "Village of Belcarra Fees and Charges Bylaw No. 517, 2018 Amendment Bylaw No. 624, 2024" (Bylaw) for first three readings. The Bylaw reflects the results of Council's budget direction to implement a 20% increase in water rates (for those connected and not connected to the water system) and a 20% increase in waste and recycle depot (WARD) rates for 2024.

Background:

The Bylaw attached hereto for Council's consideration reflects the above noted Council direction. As bylaws cannot be applied retroactively, the Bylaw will take effect on July 1, 2024. Thus, the existing fees and charges bylaw will be effective until June 30, 2024 at which time the new Bylaw rates will apply. In order to ensure that the full-year 2024 rates charged on tax notices reflect the full annual increases approved by Council the Bylaw rates have been adjusted accordingly. It is recommended that this Bylaw undergo first three readings on March 11, 2024 and adoption on April 2, 2024, the same as the Village's 2024 – 2028 Financial Plan bylaw, as these rate increases are reflected in the Village's Financial Plan bylaw.

Prepared by: Ken Bjorgaard

Financial Consultant

Concurrence: Paula Richardson,

Chief Administrative Officer

The following appendix is attached hereto:

Appendix A: Village of Belcarra Fees and Charges Bylaw No. 517, 2018 Amendment Bylaw

No. 624, 2024



VILLAGE OF BELCARRA

Fees and Charges Bylaw No. 517, 2018 Amendment Bylaw No. 624, 2024



\$2,138.00"

A bylaw to amend fees and charges for services

WHEREAS the Community Charter enables a local government to amend its bylaws from time to time;

AND WHEREAS the Village of Belcarra Council has deemed it necessary to amend its fees and charges bylaw;

NOW THEREFORE the Village of Belcarra Council enacts as follows:

- 1. This Bylaw may be cited for all purposes as the "Village of Belcarra Fees and Charges Bylaw No. 517, 2018 Amendment Bylaw No. 624, 2024"
- 2. That "Village of Belcarra Fees and Charges Bylaw No. 517, 2018" be amended:
 - a) In Schedule 10 "Recycling and Garbage Collection and Removal" by

replacing:

"Authorized User (per parcel of real property improved or unimproved)	\$496.00 per annum
Authorized User (non-resident)	\$496.00 per annum
Accessory Suite (additional dwelling unit)	\$496.00 per annum"
with:	
"Authorized User (per parcel of real property improved or unimproved)	\$624.00 per annum
Authorized User (non-resident)	\$624.00 per annum
Accessory Suite (additional dwelling unit)	\$624.00 per annum"

b) In "Schedule 13 – Waterworks Fees" by

the month in which the connection permit is issued)

replacing:

"Basic Fee – Fire Protection (not connected to water system) (prorated upon date of permit)	\$1,098.00
Use Fee – Domestic (connected to water system) (pro-rated as of one month after the first day of the month in which the connection permit is issued)	\$1,566.00"
with:	
"Basic Fee – Fire Protection (not connected to water system) (prorated upon date of permit)	\$1,498.00
Use Fee – Domestic (connected to water system) (pro-rated as of one month after the first day of	

s of July 1, 2024.
Amanda Seibert
Corporate Officer

Chief Administrative Officer





COUNCIL REPORT

Date: March 11, 2024

From: Ken Bjorgaard, Financial Consultant

Subject: Recommendations from Financial Sustainability Report

Recommendations:

THAT the following recommendations from "The Village of Belcarra's Draft Road Map to Financial Sustainability" Report be approved and implemented:

- 1. That the Village implement automated solutions such as electronic bill payments and e-commerce services to assist staff and to supplement limited staff resources;
- 2. That the Village's performance bonds, and refundable deposits be reviewed to determined whether the funds should be returned, continue to be held by the Village or taken into revenue;
- 3. That the Village continue to track its financial indicators annually based on year-end results with the results being reported to Council and the community;
- 4. That a comprehensive review of the Village's fees & charges be undertaken with the goal of increasing non-property tax-based revenue, and that these fees be reviewed annually to keep up with the Village's increased cost of providing services which includes the impact of inflation;
- 5. That Operating Spending Packages be completed as a means of approving all new expenditures that are related to new or expanded services or increased service levels;
- That the Village create additional operating reserves for the Water & WARD utilities to stabilize operations and to offset unanticipated expenditure increases and/or losses of revenue;
- 7. That the Village investigate removing the Water and WARD utility charges from tax notices to be billed on separate utility bills;
- 8. That minimum & optimal reserve and surplus levels be established, based on the Asset Management Plan and Long-Term Financial Plan results, & that Corporate Policy No. 211 Reserve Funds and Surpluses, be updated;
- 9. That lifecycle costing be integrated into procurement decisions when updating Corporate Policy No. 203 Procurement (including Disposal of Assets);
- 10. That the estimated operating cost impacts of capital projects be integrated into the capital decision making and approval process;
- 11. That long-term cash flows be aligned with the Village's long-term investment portfolio horizon to maximize investment returns;

Ken Bjorgaard, Financial Consultant Council Report: Recommendations from Financial Sustainability Report March 11, 2024 Page 2 of 4

- 12. That Policy 195 (Financial Plan Amendment, Monitoring and Control) be updated;
- 13. That the following new policies be brought forward for Council's consideration:
 - a) Financial Plan Amendments and
 - b) Investing Municipal Funds;
- 14. That the Village join a cooperative purchasing group to obtain bulk pricing on goods & services and to take advantage of economies of scale; and
- 15. That the Village implement formal project management policies and practices to ensure the best outcomes for projects.

Purpose:

The purpose of this report is to bring forward the recommendations from the Village of Belcarra's Road Map to Financial Sustainability Report for consideration.

Background:

The recently completed Road Map to Financial Sustainability Report (Sustainability Report) included a number of recommendations aimed at placing the Village on a more sustainability financial path. These recommendations were categorized in the Sustainability Report as follows:

- Recommendations Arising from Financial Planning (FP)
- Recommendations Arising from Asset Management (AM)
- Recommendations Arising from Policy & Practice Review (PP)

These recommendations are now being brought forward for discussion and consideration.

Discussion:

The recommendations from the Sustainability Report are shown in the tables below together with specific comments related to implementation. Some of the recommendations are easier to implement than others and specific recommendations will have a higher immediate impact. As shown in the comments, a number of the recommendations can be incorporated into the annual budgeting/financial planning process.

In terms of priorities, the recommendations related to a new procurement policy (including joining a cooperative purchasing group) and the fees and charges review would represent the highest priority and return on the initial investment in time. The recommendation related to the water and WARD utility rates does not need to be approved, as this has been dealt with in the 2024 – 2028 Financial Plan bylaw.

Recommendations from Financial S	Sustainability Report (page 1 of 2)
Recommendations	Comments Related to Implementation
That the Village implement automated solutions such as electronic bill payments and e-commerce services to assist staff and to supplement limited staff resources.	This is not a short-term project and can be implemented over the next two years
That the Village's performance bonds, and refundable deposits be reviewed to determined whether the funds should be returned, continue to be held by the Village or taken into revenue.	This should be a high priority for staff to complete in 2024
That the Village continue to track its financial indicators annually based on year-end results with the results being reported to Council and the community.	Can be incorporated into annual reporting and budgeting/financial planning processes
That a comprehensive review of the Village's fees & charges be undertaken with the goal of increasing non-property tax-based revenue, and that these fees be reviewed annually to keep up with the Village's increased cost of providing services which includes the impact of inflation.	Once a comprehensive review has taken place the annual reviews should not be time consuming. Fees & charges should cover the cost of providing the services without any profit margin
That Operating Spending Packages be completed as a means of approving all new expenditures that are related to new or expanded services or increased service levels.	This can be incorporated into the annual budgeting/financial planning process
That the Village create additional operating reserves for the Water & WARD utilities to stabilize operations and to offset unanticipated expenditure increases and/or losses of revenue.	This can be implemented through new reserve establishment bylaws
That sustainable funding levels be achieved in the Water & WARD utilities by implementing minimum rate increases over the next three years, as follows: Water – 2024 20%, 2025 15%, 2026 15%	This has been dealt with in the recently completed 2024 – 2028 Financial Plan bylaw
WARD – 2024 20%, 2025 10%, 2026 10%	
That the Village investigate removing the Water and WARD utility charges from tax notices to be billed on separate utility bills invoiced on a quarterly or semi-annual basis.	This will require some analysis in terms of the optimal billing and collection periods with annual billings/collections to also be considered
That minimum & optimal reserve and surplus levels be established, based on the Asset Management Plan and Long-Term Financial Plan results, & that Corporate Policy No. 211 – Reserve Funds and Surpluses, be updated.	The policy can be updated based on the newly acquired information from the Long-Term Financial Plan and related data from the Asset Management Plan

Recommendations from Financial Sustainability Report (page 1 of 2)				
Recommendations	Comments Related to Implementation			
That lifecycle costing be integrated into procurement decisions when updating Corporate Policy No. 203 – Procurement (including Disposal of Assets).	This can be incorporated into a new Procurement Policy			
That the estimated operating cost impacts of capital projects be integrated into the capital decision making and approval process.	This can be incorporated into the annual budgeting/financial planning process			
That long-term cash flows be aligned with the Village's long-term investment portfolio horizon to maximize investment returns.	A long-term cash flow can now be created based on the long-term financial plan and aligned with the Village investment goals (see new Investing Municipal Funds policy recommendation below)			
That Policy 195 (Financial Plan – Amendment, Monitoring and Control) be updated.	This policy can by updated to reflect current practice and to ensure internal controls are understood and formalized			
That the following new policies be brought forward for Council's consideration: 1. Financial Plan Amendments 2. Investing Municipal Funds	Example policies from other local governments can be utilized as the basis for these new policies			
That the Village join a cooperative purchasing group to obtain bulk pricing on goods & services and to take advantage of economies of scale.	This can be easily implemented though an agreement that would come forward to Council for approval			
That the Village implement formal project management policies and practices to ensure the best outcomes for projects.	A new policy is required to implement this recommendation			

Summary:

The recommendations from the Financial Sustainability Report are being brought forward for consideration in order to place the Village on a more sustainable financial path. Some of the recommendations are easier to implement than others, and specific recommendations are a higher priority than others.

Prepared by: Ken Bjorgaard

Financial Consultant

Concurrence: Paula Richardson,

ichardson

Chief Administrative Officer





File:

COUNCIL REPORT

Date: March 11, 2024

From: Stewart Novak, Public Works & Emergency Preparedness Coordinator

Subject: Proposal for Hydrological and Environmental Consulting Services Drainage

Assessment, 3600 Block of Bedwell Bay Road

Recommendation

That the WSP proposal for hydrological and environmental consulting services, for drainage conditions and flow diversion at the 3600 block of Bedwell Bay Road be approved at the cost of \$14,330 excluding taxes.

Purpose

The purpose of this report is to present the WSP proposal for Hydrotechnical and Environmental Consulting Services at the 3600 block of Bedwell Bay Road.

Background

Tasks to be conducted as part of the assessment include:

- A background review to identify mapped water features and fish and fish habitat.
- A site visit to observe runoff characteristics, and document fish and fish habitat (if present).
- Assessment of relevant regulatory requirements.
- Summary of pertinent findings of the background review and site visit.
- Discussion of potential impacts of flow diversion on possible flooding and erosion within the downslope properties.
- Details of fish and fish habitat and any potential impacts to fish and fish habitat from flow diversion.
- Observations of any seeps or springs upslope from the culvert and within the downslope properties.
- Recommendations for mitigation measures and any permits required for flow diversion;
 and
- General photographs.

Stewart Novak, Public Works and Emergency Preparedness Coordinator Council Report: Proposal for Hydrological and Environmental Consulting Services Drainage Assessment, 3600 Block of Bedwell Bay Road March 11, 2024 Page 2 of 2

Strategic Work Plan Implications

This project is not part of the original strategic plan and may impact the timing and implementation of other plans.

Funding to come from: General Capital reserve-Creek Surveys (Riparian Areas), carried forward to 2024.

Conclusion

Staff recommend that the WSP Hydrological and Environmental Impact Study with recommendations be approved at the cost of \$14,330 plus tax.

Prepared by: Stewart Novak

Public Works and Emergency Preparedness Coordinator

Concurrence: Paula Richardson,

Chief Administrative Officer

The following appendix is attached hereto:

Appendix A: WSP Proposal for Hydrotechnical and Environmental Consulting Services -

Proposal for Hydrotechnical and Environmental Consulting Services

APPENDIX A



2024-03-01

Stewart Novak Village of Belcarra 4084 Bedwell Bay Road Belcarra, BC V3H 4P8

Subject: Proposal for Hydrotechnical and Environmental Consulting Services -Proposal for Hydrotechnical and Environmental Consulting Services

Dear Sir:

As requested by the Village of Belcarra (Belcarra), WSP Canada Inc. (WSP) is pleased to present this proposal to provide hydrotechnical and environmental consulting services for drainage conditions and flow diversion at 3600 Block of Bedwell Bay Road. This letter describes our understanding of Belcarra's requirements and our proposed scope of work and fees.

The scope of this proposal is limited to the hydrotechnical and environmental aspects of the project only and does not include any specific provisions for geotechnical investigations, detailed design, structural engineering, the investigation, testing of soil or groundwater contamination at the Site, or provision for archaeology. WSP has the capability and will be pleased to provide such specialist services, if requested.

1 BACKGROUND

WSP understands that Belcarra would like to review the flow direction and potential for diversion of water originating upgradient of 3600 Block of Bedwell Bay Road (the downslope properties). Currently, a culvert receives stormwater runoff intercepted by swales and ditches associated with Bedwell Bay Road and may also receive natural runoff associated with a spring. The existence and location of the spring is uncertain, as is its relative contribution to overall runoff onto the downslope properties. WSP understands that Belcarra would like to determine if diversion of flows upgradient of the culvert would reduce runoff and possible erosion downstream on 3600 Block of Bedwell Bay Road.

2 HYDROTECHNICAL AND ENVIRONMENTAL SERVICES

2.1 OBJECTIVES AND PROPOSED SCOPE OF WORK

The objectives of the runoff assessment are to characterize current runoff conditions and present the regulatory setting related to flow diversion of natural watercourses and stormwater

Suite 1000 840 Howe Street Vancouver, BC, Canada V6Z 2M1



management related to the downslope properties. Tasks to be conducted as part of the runoff assessment include:

- A background review to identify mapped water features and fish and fish habitat;
- A site visit to observe runoff characteristics, and document fish and fish habitat (if present);
- Assessment of relevant regulatory requirements; and
- Recommend next steps if appropriate.

The proposed scope of work to be undertaken by WSP is defined in the following sections.

2.2 TASK 1: BACKGROUND REVIEW

WSP will review relevant reports and datasets, including:

- Background reports and drawings provided by Belcarra;
- Provincial databases of stream and watercourse features, and fish and fish habitat; and,
- Publicly available LiDAR data.

WSP has assumed that Belcarra will provide relevant internal files for WSP to review at no cost.

2.3 TASK 2: SITE VISIT

A site visit will be conducted by two WSP personnel including a geoscientist and biologist. The WSP geoscientist will focus on characterizing runoff conditions for terrain draining to and from the downslope properties. This includes the road surface, ditches and swales along Bedwell Bay Road, the hillslope immediately upslope of the road, and terrain within the properties downslope of the culvert. If practical, WSP will attempt to conduct the site visit during a rainfall event of adequate intensity to observe runoff. Observations will include the following:

- Mapping of flow directions within the catchment draining into the culvert and downstream
 onto the downslope properties (including Bedwell Bay Rd, associated ditches and swales, the
 hillslope upslope of the road, and the downslope properties);
- Evidence of infiltration and overland flow;
- Evidence of runoff sources including road drainage and natural springs;
- Areas of possible water accumulation; and
- Evidence of possible flooding and/or possible erosion issues.

The WSP biologist will focus on reviewing the existence and quality of any fish and fish habitat both upstream and downstream of Bedwell Bay Road and confirm flow connectivity at the Kelly Road outlet to downstream habitat.

Five hours have been allotted for the site visit. WSP has assumed that Belcarra will work with relevant downslope properties owners to ensure that WSP staff have site access and that a Belcarra staff member will accompany WSP staff to assist with access and the public for the duration of the site visit.

2.4 TASK 4: ASSESSMENT OF REGULATORY SETTING

WSP will conduct an assessment of federal, provincial, and municipal regulatory requirements pertaining to flow diversion and stormwater management related to the downslope properties.



2.5 TASK 4: REPORTING

Based on the site visit and regulatory assessment, WSP will develop recommended next steps if appropriate. Results and recommendations will be summarized in a brief technical memorandum. The technical memorandum will be issued to Belcarra as an unlocked PDF for review. The report will include but is not limited to:

- Summary of pertinent findings of the background review and site visit;
- Discussion of potential impacts of flow diversion on possible flooding and erosion within the downslope properties;
- Details of fish and fish habitat and any potential impacts to fish and fish habitat from flow diversion;
- Observations of any seeps or springs upslope from the culvert and within the downslope properties;
- Recommendations for mitigation measures and any permits required for flow diversion; and
- General photographs.

The technical memorandum will be finalized following one round of revisions in response to compiled consolidated comments. We have assumed that the edits to be carried out will be relatively minor.

2.6 TASK 5: MEETING

We have allowed for one teleconference presentation to the Council on the results of the report.

3 FEES, SCHEDULE, AND ASSUMPTIONS

3.1 PROJECT TEAM

Our team members and their project roles are described below. CV's can be provided upon request.

Michael Levin, P.Eng., PMP - Project Manager

Michael Levin is a project manager with nine years of experience in hydraulic modelling, optioneering, and capital planning for potable water systems and municipal infrastructure. Michael will provide overall project management and ensure the scope of work is completed in a timely fashion and to the Village's expectations.

Rachael Jones, M.Sc., R.P.Bio. - Principal Aquatic Biologist

Rachael is a Principal Biologist with WSP, based out of Kamloops, and a Registered Professional Biologist (RPBio) with the College of Applied Biology in British Columbia. She has 24 years of experience in environmental reporting, permitting, research, assessment, and monitoring. She has extensive experience with regulatory processes and has experience liaising with federal, provincial, and local agencies to solicit technical input and to facilitate timely procurement of environmental permits and approvals.

Chris Coles, M.A.Sc., P.Eng.

Chris Coles is a Senior Principal Water Resource Engineer in WSP's Vancouver office with 27 years of experience and has been extensively involved in many river engineering and fish habitat projects throughout BC, Canada and internationally. His technical specialties include hydrology, hydraulics, and aquatic habitat studies. His expertise also extends into design and contract



administration for diking, scour/erosion protection and other river engineering works. Chris is regularly involved in the design, construction and maintenance of hydraulic structures and aquatic habitat compensation works.

Katie Semiao, Ph.D.

Kathryn De Rego Semiao is part of the Water Resources group at WSP. Her background is in fluvial geomorphology, where she has over eight years experience doing research and applied work on rivers and floodplains. Her work has included sediment transport and bank erosion modeling, stream geomorphology and stability assessments, climate change vulnerability assessments, floodplain soil analysis, and stream channel design for the mining, government, municipal, and energy sectors. Kathryn has extensive knowledge of fluvial geomorphology as well as training in hydrology, Quaternary geology, climatology, geoarchaeology, hydraulics, and hillslope processes.

Rosalyn Smedley, M.Sc., R.P.Bio. -Biologist

Rosalyn Smedley is an aquatic biologist with 12 years of experience in fish and fish habitat assessments and permitting requirements for various infrastructure. Rosalyn will assess the presence of fish and fish habitat and determine any regulatory requirements for flow diversion.

4 FEES

The estimated cost for fees and disbursements associated with the work described above is \$14,330 (CAD, excluding taxes), as summarized below (detailed cost estimates are provided in attached table).

Table 1: Cost Estimate, Hydrotechnical and Environmental Consulting Services

				Labour				Expense s	
NSD	PROJECT MANAGER	SENIOR HYDROTECHNICAL ENGINEER	GEOSCIENTIST	CAD/GIS	ADMINISTRATIVE SUPPORT	PRINCIPAL AQUATIC BIOLOGIST	BIOLOGIST	DISBURSEMENTS (TRAVEL)	Task Subtotal
יוריי	Michael Levin	Chris Coles	Kathryn De Rego Semiao	TBD	TBD	Rachael Jones	Rosalyn Smedley		
	\$177	\$325	\$165	\$165	\$100	\$234	\$188	1	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	
RUNOFF ASSESSMENT					1				
1 - Background Review	2		1			1	4	445	\$1,505.00
2 - Site Visit (+ mob/demob)	2		16				8	445	\$4,943.00
3 - Regulatory Setting Assessment			2			1	7		\$1,880.00
4 - Reporting	1	4	8	4	1	1	8		\$5,295.00
5 - Meeting	2	4.0	1	4.0	4.0		1	445.0	\$707.00
Hours subtotal	7.0	4.0	28.0	4.0	1.0	3.0	28.0	445.0	-
						\$14,330.00			
Total (CAD, excluding taxes)									\$14,330



5 SCHEDULE

We are prepared to commence work within one week of receiving your written authorization to proceed. We anticipate that the technical memorandum can be completed within six weeks. If any immediate safety concerns are noted during the site visit, the Village of Belcarra will be notified on the day of the site visit to help expedite any required work or intervention.

6 ASSUMPTIONS AND LIMITATIONS

- WSP's scope of work is limited to the tasks explicitly included within this proposal. The tasks and associated fees estimated in this work plan constitute WSP's current understanding of the required scope of work and level of effort. Any adjustments to WSP's scope, schedule, and budget be required will be discussed with Belcarra and managed through a Change Management approach.
- Belcarra will provide relevant internal files for WSP to review. WSP is entitled to rely upon
 the accuracy and completeness of all information furnished by the Client. Additional costs
 may be incurred if other documents are identified, and a detailed review is required of these
 documents. The scope of work does not include comparison of reported analytical results to
 currently applicable guidelines.
- Access to private properties will be negotiated by the Village prior to the site visit. WSP will
 not negotiate access to private properties.
- The scope does not include the application for permits or discussion with regulators.
- No fish sampling will be conducted on site.
- The report will not include recommendations on the right to maintain the watercourse in its existing drainage path.

7 CLOSURE

We thank you for the opportunity to present this work plan and trust that it provides you with all the information you presently require. We look forward to continuing our service to you on your projects. Should you have any questions or require additional information, please do not hesitate to contact us.

Yours truly,

Sinead McNally, P.Eng.

SMeNally

Civil Engineer

Theunis Duminy, B.Eng. Principal Project Manager

KDRS/CC/SM/PM/ML//jts/ab



We have reviewed and accept the attached Scope of Work, Fees and Terms & Conditions			
included in this proposal from WSP, titled	Hydrotechnical and Environmental Consulting		
Services - Drainage Assessment for flow	diversion at 3600 Block of Bedwell Bay Road		
Culvert (dated 2024-March-01)			
Contact Name	Signature		
Company/Jurisdiction (if applicable)	Date		



1. **DEFINITIONS**

- 1.1 Except if a different interpretation is required by the context, the following terms shall have the following meanings:
 - (a) Affiliate has the meaning given to such term in the Canada Business Corporations Act or in any replacement thereof or supplement thereto in effect, which meaning shall apply mutatis mutandis to partnerships, general partnerships and limited partnerships.
 - (b) Agreement means (i) the Proposal, (ii) the General Terms and Conditions, (iii) the Purchase Order(s) and (iv) all the other attachments indicated in the Proposal, provided the parties have agreed in writing to be bound by the General Terms and Conditions and have not executed a Services Agreement.
 - (c) Claim or Claims means, as the case may be, one or more of the following: losses, damages, fees, disbursements, penalties, fines, claims, formal demands, motions, petitions or applications, proceedings, legal hypothecs, charges, obligations imposed by law, liabilities, judgments, decisions, decrees, arbitral awards, taxes of any and all kinds, and any other types of costs or expenses (including reasonable lawyers' fees and reasonable expenses incurred thereby), plus the related interest at a rate of one percent (1%) per month.
 - (d) Client means the party named in the agreement as being the recipient of the services.
 - (e) **Completion** means the full and complete performance of the services in accordance with the Agreement.
 - (f) Confidential Information means all information of a confidential nature, in whatever form and on whatever medium, that the Client and WSP obtain from the other party to the Agreement, directly or indirectly, including information concerning the Client or WSP, particularly regarding the business, affairs, financial position, assets, operations, activities, prospects or trade secrets of such party, as well as all analyses, assessments, compilations, notes, studies or other documents that the Client or WSP, as the case may be, or their respective Personnel have performed or prepared and that rely on or contain such information.
 - (g) Deliverables means the drawings, plans, models, specifications, reports, photographs, surveys, calculations and other data, including the computer printouts, that shall be used in connection with the Agreement and shall be prepared by or on behalf of WSP.
 - (h) Force Majeure Event means an event or circumstance beyond the control of a party to this Agreement that hinders or delays the performance by said party of its obligations under the Agreement and that, despite reasonable diligence and proper planning, said party was not or is not able to avoid or overcome.
 - General Terms and Conditions means this document entitled "General Terms and Conditions" and forming part of the Agreement.

- (j) Hazardous Substance means any substance, mixture of substances, product, waste, organism, pollutant, material, chemical product, contaminant, dangerous good, component or other material that is, or becomes, listed in, governed by or subject to a Law or regulation applicable to its use, manufacture, importation, handling, transport, storage, dumping and treatment.
- (k) Law or Laws means, collectively, all valid and applicable common law, federal, provincial, municipal and other local laws, orders, rules, regulations, bylaws and regulatory body decisions, including occupational health and safety, fire, employment insurance, workers' compensation and environmental protection legislation, building codes, anti-corruption laws or international conventions, that apply now or may apply in the future, and other governmental requirements, labour practices and procedures prescribed by law and related to the Project or the Services.
- (I) Person means a natural person, business corporation, company, joint venture, unincorporated association, union, partnership (limited or general), limited liability partnership, trust, trustee, executor, judicial administrator or other legal representative or any other enterprise or association.
- (m) Personnel means a party's directors, officers, employees, contractual personnel, representatives, advisors, agents and mandatories, which definition shall also apply mutatis mutandis to a party's Affiliates.
- (n) **Project** means the project indicated in the Agreement.
- (o) Proposal means the service proposal submitted to the Client by WSP and dated 30/08/2022.
- (p) Purchase Order means, if applicable, the purchase orders established by the Client and bearing the numbers PO number.
- (q) Services Agreement has the meaning given to such term in Subsection 19.1 hereof.
- Services means the services indicated in the Agreement.
- (s) Site means the place where the Project is located.
- (t) WSP means WSP Canada Inc.

2. INTERPRETATION

- 2.1 Precedence. In the event of conflict or inconsistency between the documents forming part of the Agreement, the following shall have precedence, from first to last:
 - (a) these General Terms and Conditions;
 - (b) the Proposal, excluding the General Terms and Conditions and the attachments;
 - (c) if applicable, the other attachments to the Proposal;
 - (d) if applicable, the Purchase Orders.
- 2.2 Severability. If any term, covenant or condition of these General Terms and Conditions is, to any extent, held to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the remaining General Terms and Conditions other than the General Terms and Conditions



that were deemed invalid or unenforceable, and each remaining term, condition or covenant shall be separately valid and enforceable to the fullest extent permitted by Law.

3. SCOPE OF SERVICES

- 3.1 Services. WSP shall provide the Services in accordance with the Agreement.
- 3.2 Time. WSP shall provide the Services and deliver each of the Deliverables in accordance with the work schedule included in or attached to the Proposals.

4. OBLIGATIONS

- 4.1 Standard of Care. WSP shall provide the Services with such degree of care, skill and diligence as is normally exercised by engineers or consultants in the performance of comparable services at the time and place where the Services are provided.
- 4.2 Obligations of the Client. The Client shall discharge all of its responsibilities without delay and shall study WSP's requests for information, instructions or decisions without delay and respond thereto diligently within a reasonable time so as not to delay performance of the Services.
- 4.3 Information and Data. The Client shall make available to WSP all Project-related information and data required by WSP for the performance of the Services and, upon receipt of a notice from WSP, shall perform any ancillary service that is necessary to enable WSP to provide the Services.
- 4.4 Access to the Site. The Client shall take the necessary steps to ensure that WSP has access to the Site if such access is necessary for the performance of the Services.
- 4.5 Permits. Not applicable.

5. CHANGES

- 5.1 Changes. The Client or WSP may at any time propose to the other party changes to the Services, including the addition or removal of Services, changing the work schedule and advancing or postponing the delivery of all or part of the Services.
- 5.2 Change compensation. If a proposed change causes, directly or indirectly, an increase or decrease in Service delivery times or costs, the Client and WSP shall negotiate in good faith, without delay, a fair adjustment to the schedule or a financial compensation or both, and shall amend the Agreement in writing accordingly.
- 5.3 Performance. WSP shall not proceed with any proposed changes if the Agreement has not been amended in writing by the two parties to reflect the schedule adjustments or a financial compensation or both.

6. OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 Deliverables. The Deliverables shall be the exclusive property of WSP, whether or not work has been performed in connection with the Project. WSP shall retain the copyrights thereon and on any work that may result therefrom. The Client may retain a copy of the Deliverables in its files.
- 6.2 Exclusive Use by Client. Reports, opinions, findings, recommendations, including expert testimony, or other documents prepared under this Agreement are prepared for the exclusive use of the Client identified as the intended

- recipient. WSP is not responsible for the use of, or reliance on, these documents by any other party without the written consent of WSP. WSP accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken based on these documents.
- 6.3 Intellectual Property Rights. WSP shall retain all property rights on all patents, trademarks, copyrights, industrial property rights or other intellectual property rights and on the designs, products or processes developed or adapted by it in the performance of the Services. The Client shall not use, infringe or appropriate such exclusive rights without the prior consent of and payment of a financial compensation to WSP.
- 6.4 Holdback of Deliverables. Notwithstanding any contrary provision of the Agreement, if the Client is in default under the Agreement, including if a payment is not made by the Client when due, WSP may hold back all Deliverables until the Client has cured said default.
- 6.5 Client Documents. WSP may retain in its files a copy of all documents provided by the Client relating to performance of the Services.

7. INSURANCE

- 7.1 Insurance Coverage. WSP shall obtain, for the entire term of the Agreement, professional liability insurance with such limits per claim and aggregate annual limits as it deems reasonable, covering the professional liability incurred by WSP in the performance of the Services. At the Client's request, WSP shall provide the certificates of insurance within a reasonable time.
- 7.2 Notice. WSP and the Client shall notify one another in writing, without delay, of any event or incident that could give rise to a Claim under WSP's professional liability insurance referred to in this section, or of any other matter that WSP is required to disclose to its insurer. In addition, the Client shall provide WSP with all information, reports and documents and any assistance that may be reasonably necessary for the insurance claim to be settled without delay.

8. LIABILITY AND INDEMNIFICATION

- 8.1 **Liability of the Parties**. Subject to the limitations of liability indicated in Section 9, each party shall indemnify and save harmless the other party and their respective Affiliates, mandataries, agents and Personnel from and against Claims attributable to the following:
 - (a) third persons;
 - (b) the negligent or wrongful acts or omissions of the indemnifying party or of any person under the indemnifying party's responsibility.

9. LIMITATION OF LIABILITY

- 9.1 Limitation of Liability. Each party's liability with respect to the Claims that may be made against it or its Affiliates, mandataries, agents and Personnel, under the Agreement or affecting the Services in any way whatsoever, whether based in contract, tort (including negligence) or any other theory of liability, notwithstanding any other provision of the Agreement, shall be limited to the aggregate amount payable by the Client in consideration of the Services under the Agreement.
- 9.2 Indirect Damages. The parties shall in no case be liable for indirect or exemplary damages or for damages for loss of



- profits or income, loss of clients, loss of reputation, loss of financing or loss of business opportunity.
- 9.3 Prescription Period. No claim may be made against WSP or its Affiliates, mandataries or agents, including the insurers and their respective personnel, more than one year (or beyond the prescription period provided by law in the jurisdiction in which the Project is carried out) after the Completion of the Services.
- 9.4 Hazardous Substances. WSP shall not be responsible for the identification, reporting, analysis, presence, handling, removal or elimination of hazardous substances found on or near the Site, unless otherwise indicated in the Agreement, nor shall it be liable for the exposure of persons, property or the environment to such hazardous substances.
- 9.5 **Information from the Client.** WSP shall have the right to assume that all information and data provided by or on behalf of the Client and all information provided by the government authorities and public utilities is accurate and complete.
- 9.6 Acts of Third Parties. WSP shall not be liable for the acts or omissions of the Client's consultants, the contractors, the subcontractors, the suppliers or the service providers in relation to the Project or for the work they performed. WSP shall not monitor, direct or supervise the methods, means, techniques, sequences or construction processes employed by the contractors, subcontractors or service providers in relation to the Project.
- 9.7 Independent Expert. WSP shall not be liable for any opinions provided by any independent expert engaged by the Client, even if said expert is recommended by WSP.
- 9.8 Manufacturing Defects. WSP shall not be liable for manufacturing defects in equipment, materials or supplies specified or recommended by it.
- 9.9 Safety. WSP shall not be responsible for the safety measures and programs required for the Project or for general safety at the Site pursuant to the applicable health and safety laws.

10. FORCE MAJEURE EVENT

10.1 Force Majeure Event. If, owing to a Force Majeure Event, either party is unable to fulfill its obligations under the Agreement, the obligations of such party shall be suspended for the period during which and to the extent that the Force Majeure Event continues to have such effect.

11. INDEPENDENT CONTRACTOR

11.1 Independent Contractor. Unless otherwise indicated in the Agreement, WSP shall be an independent contractor and not an agent or mandatary of the Client.

12. PAYMENT

- 12.1 Payment. WSP shall invoice the Client every month, and the Client shall pay the invoices within thirty (30) days of receipt thereof. If the Client determines that an invoice contains amounts that, in its estimation, it does not owe to WSP, it shall notify WSP within ten (10) days of receipt of the invoice. If the Client does not notify WSP within said ten (10) days, it shall be deemed to have accepted the amounts indicated on the invoice issued by WSP.
- 12.2 No holdback. Notwithstanding any other provision of the Agreement, there shall be no holdback of payment for the Services.

12.3 Interest. The amounts that either party pays to the other party when due under the Agreement shall bear interest as of the initial due date until the actual date of payment, inclusive, at a rate of one percent (1%) per month.

13. SUSPENSION OR TERMINATION

- 13.1 **Expiry or Termination.** The Agreement shall terminate at the earlier of the following dates:
 - (a) the Completion date;
 - (b) the termination date if the termination occurs in accordance with this section.
- 13.2 Termination by the Client. In the event of a material failure by WSP to fulfill any of its obligations under the Agreement, the Client shall notify WSP that the default must be cured. If WSP fails to cure the default within thirty (30) days of receipt of such notice, if the default cannot be cured immediately, or if WSP fails to take reasonable measures within such time to cure it, the Client may terminate the Agreement by a new notice to WSP. Such termination shall not relieve the Client of its obligation to pay all of the amounts owed by it to WSP for the Services provided up to the termination date, in addition to all the costs incurred by WSP up to said date, in the manner set forth in the Agreement.
- 13.3 Suspension or Termination by WSP. In the event of a material failure by the Client to fulfill any of its obligations under the Agreement, including if it fails to make the payments in the manner set forth in the Agreement, WSP shall notify it that the default must be cured. If the Client does not cure the default within seven (7) days of receipt of such notice, WSP may cease to provide the Services until it receives payment in full of the amounts owed to it, including accrued interest, or until the default has been cured. If the Client does not cure the default within fifteen (15) days of receipt of the default notice given by WSP, WSP may terminate the Agreement by providing a new notice to the Client. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the termination date, in addition to all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.
- 13.4 Suspension or Termination by the Client. If the Client does not intend or is not able to implement the Project, it may suspend or terminate the Agreement by thirty (30) days' notice to WSP. Upon receipt of such notice, WSP shall cease to provide the Services, except for those Services that are reasonably necessary to enable the suspension or termination of the part of the Project for which it is responsible. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the suspension or termination date, in addition to all costs incurred by WSP up to said date and all reasonable suspension or termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.
- 13.5 Rights of WSP. If the Client suspends the performance of the Services at any time whatsoever for more thirty (30) days, whether those days are consecutive or not, WSP may choose, in its entire discretion, to terminate the Agreement upon delivery of a notice to the Client. If applicable, the Client shall pay without delay any Compensation that it owes to WSP for the Services provided up to the termination date and all reasonable termination costs, including third party



cancellation charges, without prejudice to any other right or remedy available to WSP.

14. CONFIDENTIALITY

14.1 **Confidential Information**. All confidential information received by a party to the Agreement shall be treated as strictly confidential and shall not (i) be disclosed to a third party or (ii) be used in any manner whatsoever, directly or indirectly, for a purpose other than the performance of the Services, subject to the prior consent of the party that provided the confidential information, which consent shall not be unreasonably withheld.

15. DISPUTE RESOLUTION

- 15.1 Negotiations. In the event of a dispute between the parties regarding the Agreement, the parties shall use all reasonable efforts to resolve the dispute amicably. The parties agree to openly disclose all relevant information and provide all relevant documents within the prescribed time periods without prejudice to the rights and remedies available to them.
- 15.2 **Unresolved Dispute**. If, after negotiations, a dispute remains unresolved, either party may bring it before the courts or, by mutual agreement, refer it to another dispute resolution process, including mediation or binding arbitration.

16. NOTICES

16.1 Notices. Notices shall be given in writing at the party's address indicated in the Agreement. Notices may be delivered in person or by courier or sent by facsimile or electronic mail.

17. SURVIVAL OF PROVISIONS

17.1 Survival of Provisions. In addition to the provisions of the Agreement that, by their very nature, shall continue in full force and effect after the termination or expiry of the Agreement, the following sections shall continue in full force and effect after the termination or expiry of the Agreement: Section 6 Ownership of Deliverables and Intellectual Property Rights, Section 8 Liability and Indemnification, Section 9 Limitation of Liability, Section 14 Confidentiality, Section 15 Dispute Resolution, and Section 18 Governing Laws.

18. GOVERNING LAWS

- 18.1 Governing Laws and Jurisdiction. The Agreement shall be governed by and construed in accordance with the laws of the province in which the Project is carried out. The parties agree, subject to Section 15 Dispute Resolution, to accept and attorn to the exclusive jurisdiction of the courts of the province in which the Project is carried out.
- 18.2 **Venue**. The parties hereby waive any objection based on the venue or the doctrine of *forum non conveniens* in respect of Claims resulting from the Agreement or in any way associated with or related to the Client's and WSP's business in respect to the Agreement or related operations, whether they exist on the date hereof or arise thereafter and whether they arise out of contractual, tort or civil liability or out of the application of any other legal system or specific law.

19. GENERAL PROVISIONS

19.1 Legally Binding Agreement. Before the performance of the Services commences, the parties will attempt to negotiate in good faith a services agreement (the "Services Agreement") containing terms and conditions substantially equivalent to the General Terms and Conditions. If a Services Agreement is

- entered into between WSP and the Client, it shall constitute the sole legally binding agreement binding them with respect to the performance of the Services. If WSP and the Client do not enter into a Services Agreement, they agree to be bound by the General Terms and Conditions, which, in such an event, shall be the sole legally binding agreement binding them with respect to the performance of the Services.
- 19.2 Assignment. No party may assign the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, WSP may assign the Agreement, without the Client's consent, to any of its Affiliates or to a third party that amalgamates with WSP or acquires all or substantially all of WSP's assets. Subject to the foregoing, the Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and, as regards WSP, its assigns.
- 19.3 Entire Agreement. Subject to the provisions of Subsection 19.1 hereof, this Agreement constitutes the entire agreement between the parties and hereby cancels and replaces all previous agreements between the parties in respect of the Services.
- 19.4 Changes. No Change made to the Agreement shall be binding upon WSP and the Client unless it is made in writing and executed by the authorized representatives of the parties.
- 19.5 No Waiver. Any failure by any party to demand compliance with any term, condition or directive or to exercise any right or privilege granted to it in the event of breach or default shall not constitute a waiver of such term, condition, right or privilege.
- 19.6 Exclusions. Unless expressly indicated otherwise in the Agreement, the requests for proposals, tender packages or other similar documents of the Client shall not form part of the Agreement.

END OF DOCUMENT

Rev. Feb. 2018





COUNCIL REPORT

Date: March 11, 2024

From: Paula Richardson, Chief Administrative Officer

Subject: Fines for Water Usage by Residents During Water Restrictions

- Bylaw Notice Enforcement Bylaw No. 520, 2018 Amendment Bylaw No. 626, 2024

Recommendation

That Village of Belcarra Bylaw Notice Enforcement Bylaw No. 520, 2018 Amendment Bylaw No. 626, 2024 be read a first, second and third time.

Purpose

The purpose of this report is to set fines for water usage during Metro Vancouver's water restriction period of May 1 to October 15 each year.

Background

Due to the low snowpack over the winter, BC is facing a significant water shortage, a consequence of changing climate patterns. Low snowpack levels lead to diminished water reserves, especially during the dry summer months. Metro Vancouver stats note as of the March 1, 2024 snow survey, the watersheds are at 39 percent of the average historical snow water equivalent, which is the amount of water that would be produced if the snow melted.

The Metro Vancouver Drinking Water Conservation Plan <u>drinking-water-conservation-plan.pdf</u> (<u>metrovancouver.org</u>) is a regional policy developed with member jurisdictions and other stakeholders to manage the use of drinking water during periods of high demand, mostly during late Spring to early Fall, during periods of water shortages and emergencies, and to encourage year round water conservation.

Water restrictions are set out in the plan in stages. Each stage of the plan is designed to reduce demand for drinking water through specific water restrictions which become more restrictive with higher stages. Notice is provided to inform residents of the implementation of water restrictions.

Stage 1	Stage 2 and 3	Stage 4
Stage 1 reduces demand in summer months and is automatically in effect on May 1 until October 15.	Stages 2 and 3, activated and deactivated by the GVWD Commissioner, are likely to be activated during unusually hot and dry conditions to maximize conservation.	Stage 4 is activated and deactivated by the GVWD Commissioner during an emergency to immediately limit water use to essential needs only.

Note: restrictions do not apply to the use of well water, rainwater, grey water, any forms of recycled water, or water from sources outside the GVWD water system.

Paula Richardson, Chief Administrative Officer
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The Village will prioritize the distribution of educational material on watering restrictions on the Belcarra website and through the email notification list, including prompts to notify and remind residents about allowed watering times at the various stages. Metro Vancouver also advertises watering regulations ahead of the annual start date of the restrictions.

Due to the low snowpack and expected drought conditions for 2024, the Village will be undertaking compliance monitoring and enforcement to ensure that water conservation efforts are adhered to by residents. Metro Vancouver provided the following list of municipal fines for municipalities in the regional district:

Municipality	Stage 1	Stage 2	Stage 3	Stage 4
Port Moody	\$ 75	\$ 100	\$ 200	\$ 300
New Westminster	\$ 100	\$ 200	\$ 500	\$ 1,000
Port Coquitlam	\$ 100	\$ 150	\$ 300	\$ 450
Richmond	\$ 100	\$ 200	\$ 500	\$ 1,000
Tsawwassen First Nation	\$ 100	\$ 250	\$ 400	\$ 500
West Vancouver	\$ 100	\$ 200	\$ 500	\$ 1,000
Delta	\$ 125	\$ 225	\$ 350	\$ 450
Burnaby	\$ 150	\$ 250	\$ 350	\$ 500
Coquitlam	\$ 150	\$ 250	\$ 350	\$ 500
Langley Township	\$ 150	\$ 250	\$ 350	\$ 500
North Vancouver District	\$ 150	\$ 250	\$ 350	\$ 500
Surrey	\$ 200	\$ 250	\$ 250	\$ 300
Vancouver	\$ 250	\$ 500	\$ 750	\$ 1,000
Proposed Fines				
Belcarra	\$ 150	\$ 250	\$ 350	\$ 500

The attached bylaw sets fines that are aligned with the fines in other municipalities in the region. Active bylaw enforcement patrols to monitor compliance at the various stages will take place. Reports of non-compliance may be reported to the office or on the Village website at: Contact Us - Village of Belcarra.

It is noted that many properties that are connected to the water system have kept their wells for domestic purposes, therefore, should a fine be levied in a case where a resident is using well water as a primary source for watering, that resident is encouraged to notify the office to provide that information and contest the fine.

Strategic Plan

The bylaw to set fines for water usage during water restriction is not part of the strategic plan, however, drinking water conservation is critical during drought periods. Public education and setting fines for water misuse will further Belcarra's commitment to doing our part to conserve drinking water.

Paula Richardson, Chief Administrative Officer
Council Report: Fines for Water Usage by Residents During Water Restriction

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Conclusion

The proposed bylaw incorporates fines for water usage during the various stages of Metro Vancouver's water restriction period of May 1 to October 15 of each year.

Prepared by: Paula Richardson

Chief Administrative Officer

The following appendix is attached hereto:

Appendix A: Bylaw Notice Enforcement Bylaw No. 520, 2018 Amendment Bylaw No. 626, 2024

Appendix B: Metro Vancouver, Drinking Water Conservation Plan - November 2021



Chief Administrative Officer

VILLAGE OF BELCARRA Bylaw Notice Enforcement Bylaw No. 520, 2018, Amendment Bylaw No. 626, 2024 (Bylaw Notice Dispute Adjudication Registry)



An amendment bylaw to amend penalties of bylaw enforcement notices in conjunction with Village of Belcarra Bylaw Adjudication Registry

WHEREAS the *Community Charter* enables a local government to amend its bylaws from time to time;

NOW THEREFORE the Village of Belcarra enacts as follows:

- 1. That this bylaw be cited for all purposes as the "Village of Belcarra Bylaw Enforcement Bylaw No. 520, 2018, Amendment Bylaw No. 626, 2024"
- 2. That the "Village of Belcarra Bylaw Notice Enforcement Bylaw No. 520, 2018" be amended in the "Water Works Regulation Bylaw No. 456, 2012, as Consolidated Table" by adding the following:

Bylaw No.	. Description Description		A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available ("Maximum 50% Reduction in Penalty Amount Where Compliance Agreement is shown as "Yes")
456	85	Water Restrictions: • Water Use contrary to restriction Stage 1 • Water Use contrary to restriction Stage 2 • Water Use contrary to restriction Stage 3 • Water Use contrary to restriction Stage 4	\$150.00 \$250.00 \$350.00 \$500.00	\$150.00 \$250.00 \$350.00 \$500.00	\$150.00 \$250.00 \$350.00 \$500.00	NO

		 Water Use contrary to restriction Stage 3 Water Use contrary to restriction Stage 4 	\$350.00 \$500.00	\$350.00 \$500.00	\$350.00 \$500.00			
READ A F	FIRST	TIME on						
READ A S	SECON	ND TIME on						
READ A	READ A THIRD TIME on							
ADOPTE	ADOPTED by the Council on							
Jamie Ro Mayor	oss		anda Seiber porate Office					
	carra Byla	e copy of aw Notice Enforcement Amendment Bylaw No. 626, 2024						

metrovancouver | WATER APPENDIX B



Published date: This Plan is to come into force and take effect on November 1, 2017 Plan amended on November 1, 2021. Metrotower III, 4515 Central Boulevard, Burnaby, BC, V5H 0C6 www.metrovancouver.org

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1 Overview of the Drinking Water Conservation Plan

The Greater Vancouver Water District (GVWD) was created and constituted under the provincial statute the *Greater Vancouver Water District Act*, to supply drinking water to the Metro Vancouver region. The GVWD is governed by an Administration Board (the Board) consisting of representatives from the member jurisdictions of the GVWD. The Board appoints a Commissioner (the GVWD Commissioner) who provides management and oversight of the activities of the GVWD. The GVWD operates under the name "Metro Vancouver".

Metro Vancouver, working together with the member jurisdictions of the GVWD, provides clean, safe drinking water to the region's population of 2.7 million. Metro Vancouver's *Drinking Water Conservation Plan* (DWCP) is a regional policy developed with member jurisdictions and other stakeholders to manage the use of drinking water during periods of high demand, mostly during late spring to early fall, and during periods of water shortages and emergencies. The DWCP helps ensure our collective needs for drinking water are met affordably and sustainably now, and in the future.

There are two complementary documents to the DWCP. One is the Board's *Drinking Water Conservation Policy* which describes: 1) the GVWD Commissioner's decision-making process for activating and deactivating Stages of the DWCP; and 2) the implementation process for member jurisdictions.

The second complementary document is Metro Vancouver's *Drinking Water Management Plan*, which sets out the following three goals:

- 1. Provide clean, safe drinking water.
- 2. Ensure the sustainable use of water resources.
- 3. Ensure the efficient supply of water.

The water restrictions, as outlined in the DWCP, provide regional direction for meeting Goal 2 – Ensuring the sustainable use of water resources.

The DWCP applies only to member jurisdictions of the GVWD and the use of drinking water from the GVWD's water system. Jurisdictions that are not members of the GVWD are encouraged to follow the restrictions in the plan to help conserve drinking water and demonstrate leadership and consistency to water users across the region. The DWCP restrictions do not apply to the use of rain water, grey water, any forms of recycled water, or water from sources outside the GVWD water system. If water is supplied from an alternative source other than the GVWD water system, such users are encouraged to display signs indicating the alternative water source.

Underlying the development and implementation of the DWCP are the following four principles:

- 1. Recognize drinking water as a precious resource that must be conserved.
- 2. Maintain the environmental, economic vitality and health and safety of the region to the extent possible in the face of a water shortage.
- 3. Optimize available water supplies and reduce water use.
- 4. Minimize adverse impacts to public activity and quality of life for the region's residents.

2 Metro Vancouver's role in ensuring the sustainable use of water resources

2.1 Managing the region's drinking water responsibly

Metro Vancouver is responsible for storing, treating, and delivering clean, safe drinking water through its member jurisdictions to over 2.7 million people in the Metro Vancouver region of British Columbia.

Metro Vancouver's water system includes three watersheds and associated dams and reservoirs. treatment facilities, an extensive transmission system, plus the performance of related operational and maintenance tasks to manage this infrastructure.

Metro Vancouver distributes water to member jurisdictions on a cost recovery basis.

Member jurisdictions then deliver drinking water, through their infrastructure, directly to individual properties. All individual billing and enforcement of water use restrictions is undertaken by each respective member jurisdiction.

Metro Vancouver manages the region's water system in accordance with Provincial regulations and Federal guidelines. In addition to meeting those regulations and guidelines, Metro Vancouver is responsible for developing long-range plans for managing the region's drinking water and operating the water system. The system is operated in alignment with priorities identified in Metro Vancouver's Board Strategic Plan, under the region's Drinking Water Management Plan and in consideration of the principles of sustainability through decision making that considers social, economic, and environmental values.

BOARD STRATEGIC PLAN

DRINKING WATER MANAGEMENT PLAN

DRINKING WATER CONSERVATION PLAN

2.2 Water conservation in Metro Vancouver

Water conservation is a major component of Metro Vancouver's planning to ensure the sustainable use of water resources. Helping water users such as residents, businesses, schools, and member jurisdictions to use only what they need helps ensure an efficient and relatively cost effective water system.

Most precipitation in Metro Vancouver occurs between November and April. Dry summer months lead to an increase in water use, particularly for the outdoor uses described in the DWCP. Assisting water users to develop sustainable water use habits year round makes a significant difference in reducing daily demand and sustaining reservoir levels during dry months. Reducing demand through water conservation practices also defers the need to invest in expanding the infrastructure, even as the region's population grows by approximately 35,000 residents annually.

The DWCP describes the staged restrictions related to outdoor water use that water users should follow to:

- · Prevent water from being wasted;
- Prepare for and respond to drought and emergency conditions;
- Ensure drinking water can be delivered to all users during the summer when rainfall levels are lowest and the demand for water is highest;
- Adapt to a changing climate;
- · Support fish habitat and ecosystems;
- Minimize the costly expansion of the water system infrastructure; and
- Maintain adequate water pressure to keep the system operating safely and effectively.

More information on Metro Vancouver's water conservation initiatives, improvements and expansion to the delivery system, and planning for future water supply can be found at www.metrovancouver.org.



3 Drinking Water Conservation Plan – Stages 1 through 4

Each stage of the DWCP is designed to reduce demand for drinking water through specific water restrictions which become more restrictive with higher stages. The following general restrictions apply to all stages of the plan in addition to the specific water restrictions contained in each stage:

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

In most cases, the stages of the plan will be activated in successive order, but they can also be activated immediately in any order.

Stage 1 reduces demand in summer months, and is automatically in effect on May 1 until October 15.

Stages 2 and 3, activated and deactivated by the GVWD Commissioner, are likely to be activated during unusually hot and dry conditions to maximize conservation.

Stage 4, activated and deactivated by the GVWD Commissioner during an emergency to immediately limit water use to essential needs only.

The decision to activate more restrictive stages of the DWCP is based on measured facts, reasoned predictions, and historical patterns, with a goal of ensuring the sufficient supply of water until the concerns that caused the more restrictive stages are over, typically in the early fall with the return of seasonal rainfall.

3.1 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
	Watering lawns	Even-numbered civic addresses on Saturdays: - Automatic watering from 5 am to 7 am - Manual watering from 6 am to 9 am
RESIDENTIAL		Odd-numbered civic addresses on Sundays: - Automatic watering from 5 am to 7 am - Manual watering from 6 am to 9 am
RESID	Watering new lawns or lawns being treated for the European Chafer Beetle	Outside restricted lawn watering times if in compliance with a member jurisdiction 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
	Watering lawns (mixed-use buildings e.g. residential and	Even-numbered civic addresses on Mondays: - Automatic watering from 4 am to 6 am
AL A	commercial should follow Non-residential watering	- Manual watering from 6 am to 9 am
NON-RESIDENTIAL	times)	Odd-numbered civic addresses on Tuesdays: - Automatic watering from 4 am to 6 am - Manual watering from 6 am to 9 am
ON-RE	Watering new lawns or lawns being treated for European Chafer Beetle	Outside restricted lawn watering times if in compliance with a member jurisdiction permit
Ž	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 lawns and grass boulevards	Even-numbered civic addresses on Mondays: - Automatic watering from 4 am to 6 am - Manual watering from 6 am to 9 am
S		Odd-numbered civic addresses on Tuesdays: - Automatic watering from 4 am to 6 am - Manual watering from 6 am to 9 am
S/PAR	Watering new lawns or lawns being treated for the European Chafer Beetle	Outside restricted lawn watering times if in compliance with a member jurisdiction permit
SCHOOLS/PARKS	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
GOVERNMENTS/ So	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 member jurisdiction permit - Operating under an approved member jurisdiction water management plan
<u>)</u>	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 member jurisdiction permit - Operating under an approved member jurisdiction water management plan
	Flushing water mains	Prohibited

3.2 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
	Watering lawns	Prohibited
	Watering new lawns or lawns being treated for the European Chafer Beetle	Member jurisdiction permit issued in Stage 1 remain in effect until permit expires
		No new permits issued or renewed
TIAL	Watering trees, shrubs, and flowers excluding	On any day from 5 am to 9 am if using a sprinkler
RESIDENTIAL	edible plants	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
	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 the European Chafer Beetle	Member jurisdiction permit issued in Stage 1 remain in effect until permit expires
		No new permits issued or renewed
∀I	Watering trees, shrubs, and flowers excluding	On any day from 4 am to 9 am if using a sprinkler
NON-RESIDENTIAL	edible plants	On any day at any time if using a handheld hose, soaker hose, water container, or drip irrigation
NON-R	Watering golf courses	Fairways watering anytime on any one day in a 7-day period, except if operating under an approved member jurisdiction water management plan
	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

TABLE CONTINUES ON NEXT PAGE

User	Water Use	Restriction		
	Watering lawns and grass boulevards	Prohibited		
	Watering new lawns or lawns being treated for the European Chafer Beetle	Member jurisdiction permit issued in Stage 1 remain in effect until permit expires		
		No new permits issued or renewed		
	Watering trees, shrubs, and flowers excluding	On any day from 4 am to 9 am if using a sprinkler		
GOVERNMENTS/SCHOOLS/PARKS	edible plants	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: - Watering newly over-seeded fields if in compliance with a member jurisdiction permit - Operating under an approved member jurisdiction 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 member jurisdiction permit - Operating under an approved member jurisdiction 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		

3.3 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	All member jurisdiction permits issued for lawn watering are invalidated	
	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, licence plates, and boat engines for safety	
ITIAL	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 the European Chafer Beetle	All member jurisdiction permits issued for lawn watering are invalidated	
	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 member jurisdiction 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	
IDEI	Topping up or filling aesthetic water features	Prohibited	
NON-RESIDENTIAL	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	All member jurisdiction permits issued for lawn watering are invalidated	
	Watering trees, shrubs, and flowers	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 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 member jurisdiction permit - Operating under an approved member jurisdiction 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 member jurisdiction permit - Operating under an approved member jurisdiction water management plan	
	Flushing water mains	Prohibited	
Ü	Operating water play parks	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	
	Washing vehicles and boats	Prohibited except to clean windows, lights, mirrors, licence plates, and boat engines for safety	

3.4 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 member jurisdiction permits issued for lawn watering are invalidated	
	Watering trees, shrubs, flowers and 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, licence plates, and boat engines for safety	
	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 the European Chafer Beetle	All member jurisdiction permits issued for lawn watering are invalidated	
	Watering trees, shrubs, flowers and edible plants	Prohibited	
V EZ	Watering golf courses	Prohibited	
NON-RESIDENTIAL	Washing impermeable surfaces	Prohibited except if ordered by a regulatory authority having jurisdiction for health or safety reason	
N-N-N-	Topping up or filling aesthetic water features	Prohibited	
Ž	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	

TABLE CONTINUES ON NEXT PAGE

User	Water Use	Restriction
GOVERNMENTS/SCHOOLS/PARKS	Watering lawns and grass boulevards	Prohibited
	Watering new lawns or lawns being treated for European Chafer Beetle	All member jurisdiction permits issued for lawn watering are invalidated
	Watering trees, shrubs, flowers and edible plants	Prohibited
	Watering soil-based playing fields	Prohibited
	Watering sand-based playing fields	Prohibited
VTS/	Flushing water mains	Prohibited
GOVERNMEN	Operating water play parks	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

3.5 Stage activation

Stage 1 comes into effect automatically on May 1 until October 15 each year.

Stages 2, 3 and 4 are activated and deactivated by the GVWD Commissioner.

The following factors guide the GVWD Commissioner's decision to activate or deactivate stages of the DWCP:

- · Available storage capacity of the Capilano and Seymour Reservoirs and alpine lakes;
- Water allocated to Metro Vancouver by BC Hydro from the Coquitlam Reservoir;
- Hydrologic forecasting parameters including temperature, rainfall, snowpack, and snowmelt;
- · Seasonal water demand trends (measured and charted daily);
- · User compliance with the restrictions; and
- · Water transmission system performance and ability to deliver water during periods of high demand.

Once the GVWD Commissioner makes the decision to activate or deactivate a stage, all member jurisdictions are alerted within 24 hours, which triggers public notification and enforcement.

The GVWD Commissioner has the authority to activate, extend or deactivate stages at any time.

3.6 Public notification

Metro Vancouver and member jurisdictions are responsible for communicating information to water users about the restrictions in clear and plain language including:

- Providing public access to the restrictions in both a full and abbreviated version;
- Distributing communications materials;
- Promoting the annual start date of the restrictions;
- · Notification of activation or deactivation of stages;
- · Responding to queries; and
- · Recording feedback for consideration in future reviews.

3.7 Monitoring and enforcement

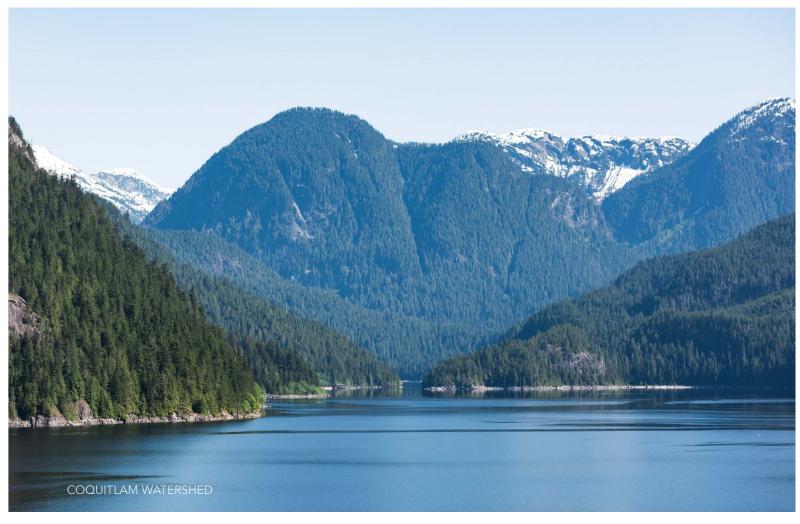
Member jurisdictions incorporate the DWCP restrictions into their bylaws, where each member jurisdiction is responsible for monitoring and enforcing the restrictions in their communities. Member jurisdictions will ensure that their respective enforcement and penalties for violations of the water restrictions increase with each successive stage of the DWCP to reflect the severity of the situation requiring the activation of an advanced stage.

Member jurisdictions may use a variety of tools to promote and ensure bylaw compliance including

educational materials, using verbal and written warnings, issuing tickets and imposing fines.

3.8 Updating the Drinking Water Conservation Plan

The DWCP is reviewed periodically to reflect population growth, climate change, new technologies and changes in water system infrastructure. Proposed changes are discussed with member jurisdictions responsible for plan implementation and enforcement, and with stakeholders. All updates are reviewed and approved by the Board.



4 Exemption for member jurisdictions for health and safety reasons

Metro Vancouver encourages all member jurisdictions to follow the watering restrictions in the DWCP to conserve water and demonstrate leadership. However, Metro Vancouver recognizes that member jurisdictions have important decisions to make regarding protecting public health and safety, and that certain circumstances may require the use of drinking water in a manner that is not consistent with the DWCP restrictions. Therefore, member jurisdictions have the authority to use water during any stage and are exempt from the restrictions in the DWCP for activities that are necessary for the purpose of protecting public health and safety. Examples include:

 Flushing water mains where a significant health or safety concern is identified;

- Washing down public spaces where significant health concerns are raised, or on the recommendation of the local health authority;
- Wetting forest and park perimeters or boulevards as part of a fire prevention strategy during extreme hot and dry weather, or on the recommendation of the local fire authority; and
- Protecting publicly-funded infrastructure such as community playing fields or swimming facilities, on the recommendation of the city manager of the GVWD member having jurisdiction.
- Deploying misting stations in periods of extreme heat to protect human health and safety.



5 GVWD Member Jurisdictions

The following jurisdictions are the members of the GVWD:

Village of Anmore	City of Maple Ridge	City of Port Moody		
Village of Belcarra	City of New Westminster	City of Richmond		
City of Burnaby	City of North Vancouver	City of Surrey		
City of Coquitlam	District of North Vancouver	Tsawwassen First Nation		
Corporation of Delta	City of Pitt Meadows	City of Vancouver		
City of Langley	City of Port Coquitlam	District of West Vancouver		
Township of Langley				

The Director representing Electoral Area A on the Metro Vancouver Regional District is a member of the GVWD Administration Board.

6 Glossary and terms

Aesthetic cleaning – means the use of water for cleaning when it is not for a health or safety reason.

Aesthetic water feature - means a fountain, pond, or other water feature that primarily serves an aesthetic purpose. It does not include ponds that contain fish.

Automatic watering – means applying water using an automated water delivery system that requires only minimal human intervention or supervision and typically employs mechanical, electronic, or other components and devices, including but not limited to timers, sensors, computers, or mechanical appliances.

Automatic shut-off device – means a device attached to a water hose that shuts off the supply of water automatically unless hand pressure is applied to operate the device.

Automatic vehicle wash system – includes:

- Conveyor vehicle wash a commercial vehicle washing facility where the customer's vehicle moves through an enclosed conveyance mechanism during the wash.
- In-bay vehicle wash a commercial vehicle washing facility where the customer parks the vehicle inside a bay, and the vehicle remains stationary while a spray mechanism moves over the vehicle to clean it.

Basic wash and rinse cycle – means a process sequence in an automatic vehicle wash system that consists of a single wash stage followed by a single rinse stage and no additional processes or optional stages; typically, this is the minimum level of service that a customer can select, where total water usage is less than 200 litres per vehicle.

Board – means the Administration Board of the GVWD.

Commercial cleaning operation – means a company, partnership, or person that offers commercial cleaning services, including pressure washing, window cleaning, and other similar building cleaning services, to the public for a fee.

Commercial vehicle washing – means commercial vehicle washing services offered to the public for a fee, but excludes car dealerships, fleet vehicle washing facilities, and charity car washes.

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.

Edible plant – means a plant grown for the purpose of human consumption.

European Chafer Beetle - means an invasive insect pest whose larvae feed on the roots of grasses, causing serious damage to lawns. The Chafer Beetle larvae can be treated naturally using nematodes, which typically requires a moist lawn for a period of 2 to 3 weeks from the day of application.

Flushing water main – discharging water from a water main for routine maintenance such as water quality management and measurement of firefighting flow capacity.

Golf course - means the greens, tee areas, and fairways that are designed and maintained as playing surfaces for golf, but does not include rough areas or lawns that are not maintained as playing surfaces.

Governments/Schools/Parks – includes property zoned for member jurisdiction, provincial, or federal uses including road rights of way, and school, college, and university uses.

GVWD – means the Greater Vancouver Water District.

GVWD Commissioner – the person that the Administration Board of the GVWD appoints as its Commissioner.

Hand wash and self-service facility – a commercial vehicle washing facility where the facility's staff wash the customer's vehicle, or the customer washes their own vehicles with spray wands and brushes.

Health and safety reason – means a precaution necessary to protect health and safety, including the removal of contaminants, bodily fluids, slip and fall hazards, controlling pests, and suppressing and controlling dust.

Impermeable surface – means a material added to the surface of the ground, or on the exterior of a building or structure that is impermeable to water, including but not limited to glass, wood, concrete, asphalt, paving stones, and other similar materials.

Lawn – means a cultivated area surrounding or adjacent to a building that is covered by grass, turf, or a ground cover plant such as clover, including areas such as boulevards, parks, school yards and cemeteries, but excluding golf courses, soil-based playing fields, and sand-based playing fields.

Manual watering - means applying water using a device or tool that is manually held or operated by a human being, without automatic watering.

Member jurisdiction - means member jurisdiction of the GVWD.

New lawn - means a lawn that is newly established either by seeding or the laying of new sod or turf.

Non-residential – includes properties zoned for a permitted use other than a residential use, including commercial, industrial, and institutional uses, and including a property zoned for mixed residential and non-residential uses, but excluding governments/ schools/parks.

Non-residential pool and hot tub – means a pool or hot tub permitted to be operated in accordance with health authorities having jurisdiction over pool and hot tub regulation, including pools and hot tubs operated by government agencies, hotels, multifamily strata corporations, and private clubs.

Odd-numbered civic address or Even-numbered civic address - means the numerical portion of the street address of a property, and in the case of multi-unit commercial or residential complex such as townhouses, condominiums or other strata-titled properties, means the numerical portion of the street address that is assigned to the entire complex, and not the individual unit number.

Over-seeded – means the application of grass seed on existing turf, typically in early fall or spring and may also include associated processes such as aeration, weeding, dethatching and fertilization, for the purpose of mitigating against grass thinning.

Residential – means a property zoned for singlefamily or multi-family residential use.

Residential pool and hot tub – means a residential pool or hot tub installed for the use of the occupants and guests of one single family dwelling or duplex and does not require a permit in accordance with health authorities having jurisdiction over pool and hot tub regulation.

Sand-based playing field – means a playing field that is constructed with a highly permeable sand-based root zone typically 30 to 40 centimetres deep over a drainage system with drain pipes bedded in gravel, and is designed and maintained to be playable year-round.

Soaker hose - means a garden hose or pipe with small holes that allow water to seep into the ground, to the roots of plants, discharging water through the entire length of its porous surface.

Soil-based playing field - means a playing field that is covered with grass, sod or turf that is designed and maintained to be played upon, or that is used for sporting or other community events and activities, but does not include lawns, golf courses, or sand-based playing fields.

Vehicle – a device in, on or by which a person or item is or may be transported or drawn on a highway or other roadway.

Water management plan – a plan proposed by the owner or operator of a golf course, soil-based playing field, and sand-based playing field operators and approved by the GVWD member having jurisdiction. The plan sets out terms such as water use targets during the different stages of the DWCP, restrictions to reduce water use, and reporting requirements for the owner or operator.

Water play park – a recreational facility that is primarily outdoors, including spray pools and wading pools, spray parks, splash pads, and water slides.

Watering lawn – means applying water to a lawn with any device or tool including but not limited to a sprinkler, hose, mister, or drip irrigation.

