

**VILLAGE OF PEMBERTON  
-REGULAR COUNCIL MEETING AGENDA-**

**Agenda** for the **Regular Meeting** of Council of the Village of Pemberton to be held Tuesday, June 1, 2021 at 4:00 p.m. via electronic means through a ZOOM Webinar. The Open portion of the meeting will start at 5:30 PM. This is Meeting No. 1539.

*"This meeting is being recorded as authorized by the [Village of Pemberton Video Recording & Broadcasting of Electronically Held Council, Committee, and Board Meetings](#)*

**\* All Council and Staff will be attending the meeting electronically. Instructions for public participation at the meeting can be found [here](#). Link to the Zoom Webinar: <https://us02web.zoom.us/j/85242092425>**

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Item of Business	Page No.
<b>1. CALL TO ORDER REGULAR MEETING (4:00PM)</b> In honour of the Lil'wat7ul, the Village of Pemberton acknowledges that we are meeting within the unceded territory of the Lil'wat Nation.	
<b>2. IN CAMERA (Closed) Meeting (4:00PM)</b> <b>THAT</b> the meeting is closed to the public in accordance with the <i>Community Charter</i> Section 90 (1) (b) personal information about an identifiable individual; (c) employee relations and related discussions that in the view of Council could reasonably expect to harm the interest of the municipality if they were held in public.	
<b>3. OPEN THE REGULAR MEETING (5:30PM)</b>	
<b>4. APPROVAL OF AGENDA</b>  <b>Recommendation:</b> <b>THAT</b> the Agenda be approved as presented.	1
<b>5. ADOPTION OF MINUTES</b>  <b>a) Regular Council Meeting No. 1538, Tuesday, May 11, 2021</b> <b>Recommendation:</b> <b>THAT</b> the minutes of Regular Council Meeting No. 1538, held Tuesday, May 11, 2021, be approved as circulated.	5
<b>6. BUSINESS ARISING FROM THE PREVIOUS REGULAR COUNCIL MEETING</b>	
<b>7. RISE WITH REPORT FROM IN CAMERA</b>	
<b>8. BUSINESS ARISING FROM THE COMMITTEE OF THE WHOLE</b>	
<b>9. COMMITTEE MINUTES - FOR INFORMATION</b>  None	
<b>10. DELEGATION</b>  <b>a) Capricorn Creek Rehabilitation Project – Request for Letter of Support - Veronica Woodruff, Clearcourse Consulting, and Troy Bikadi, Lil'wat Nation</b>	

## 11. REPORTS

### a) Office of the Chief Administrative Officer

#### i. Verbal Report

#### ii. 2020 Community Resiliency Projects - PEMB4 Fuel Treatment – Revised Application & Funding Request

13

**Recommendation:** THAT the Village of Pemberton re-submits to 2020 FireSmart Community Funding & Supports Committee seeking approval for the updated Fuel Treatment Plan (PEMB-4 Prescription) and revised budget.

### b) Corporate & Legislative Services

#### i. Lillooet River Park Crown Land Tenure Application – Withdrawal

16

**Recommendation:** THAT the application for a Crown land tenure for community institutional purposes for the Lillooet River Park also known as: BLOCK A OF DISTRICT LOTS 204 AND 8746, LILLOOET DISTRICT be withdrawn.

## 12. BYLAWS

### a) Official Community Plan Bylaw No. 654, 2011 Amendment (Tiyata - École de la Vallée) Bylaw No. 902, 2021

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#### **Recommendation:**

THAT Official Community Plan Bylaw No. 654, 2011 Amendment (Tiyata - École de la Vallée) Bylaw No. 902, 2021 be given First and Second Readings;

### b) Zoning Bylaw No. 466, 2001 Amendment (Tiyata - École de la Vallée) Bylaw No. 903, 2021

#### **Recommendation:**

THAT Zoning Bylaw No. 466, 2001 Amendment (Tiyata - École de la Vallée) Bylaw No. 903, 2021 be given First and Second Readings;

**AND THAT** Adoption only be considered upon the Owner's completion of the following requirements:

1. Enter into a Section 219 restrictive covenant prohibiting issuance of any building permit or the use of any portion of the site as a school until the following amenities, works, and services have been constructed to the satisfaction of the Village, or the Owner has entered into a Servicing Agreement or other acceptable form and posted a security to complete the following:

- a) Community garden and parking area;
- b) Pedestrian and cycling trail links to the Valley Loop Trail, Lot 13 and Pemberton Creek crossing;
- c) Road connection between CSF and Tiyata Strata for use as emergency access/exit;
- d) Construction and registration of a hammerhead at the north-west corner of the site for the vehicle circulation at the terminus of Tiyata Boulevard;

- e) Off-site sanitary sewer upgrades as determined by the Village Engineer.
2. Prepare and submit in a registrable form, Statutory Rights-of-Way to provide public access as follows:
    - a) Community (public) use of the community garden area
    - b) Pedestrian and cycling trail links to the Valley Loop Trail, Lot 13 and the Pemberton Creek crossing
    - c) Road connection between CSF and Tiyata Strata for use as emergency access/exit
    - d) Construction and registration of a hammerhead at the north-west corner of the site for the vehicle circulation at the terminus of Tiyata Boulevard.
  3. Payment of any outstanding processing fees as per Development Procedures Bylaw No. 887, 2020.

**AND THAT** Staff be directed to schedule a concurrent Public Hearing for Official Community Plan Bylaw No. 654 (Tiyata - École de la Vallée) Amendment Bylaw No. 902, 2021 and Zoning Bylaw No. 466, 2001, Amendment (Tiyata - École de la Vallée) Bylaw No. 903, 2021 on Tuesday July 13, 2021 at 5:30 pm.

### 13. MAYOR'S Report

### 14. COUNCILLORS' Reports

### 15. CORRESPONDENCE

#### a) For Action

#### b) For Information

- i. **Joan Atkinson, Mayor, District of MacKenzie, dated May 10, 2021, addressed to Bob Zimmer, MP, Prince George–Peace River, presenting a resolution in support of a national three-digit suicide prevention hotline.** 102
- ii. **Dan Law, Mayor, District of Tofino, dated May 11, 2021, addressed to the Honourable Katrine Conroy, Minister of Forests, Lands, Natural Resource Operations and Rural Development, requesting expedient and resourced implementation of the 14 recommendations in the report titled “A Strategic Review of How British Columbia Manages for Old Forests Within Its Ancient Ecosystems” written by Registered Professional Foresters Garry Merkel and Al Gorley.** 104
- iii. **Mike Little, Mayor, North Vancouver District, dated May 17, 2021, addressed to Brian Frenkel, President, Union of British Columbia Municipalities, asking that President Frenkel write to Premier Horgan asking for reconsideration of the use of provincial paramountcy in matters of local jurisdiction and interest.** 106
- iv. **Darryl Walker, Mayor, City of White Rock, dated May 18, 2021, addressed to Lower Mainland Local Government Association members, requesting support for two resolutions, one supporting the provision of a Mobile Crisis Response Car Program, and one requesting municipal authority to invoice for required officer attendance at hospitals.** 107

- v. Joan Cubbon, Vancouver resident, dated May 18, 2021, expressing support for the LMLGA resolution proposing the renaming of the Province of British Columbia. 114
- vi. George Pacheco, Prince George resident, dated May 18, 2021, expressing opposition to the LMLGA resolution proposing the renaming of the Province of British Columbia. 116
- vii. Recreation Sites and Trails BC, dated May 202, 2021, regarding the review of the Trails Strategy for BC and presenting the Trails Strategy Public Engagement report. 117
- viii. Barb Zeller, Burnaby resident, dated May 24, 2021, expressing opposition to the LMLGA resolution proposing the renaming of the Province of British Columbia. 138
- ix. The Census Communications Team, dated May 28, 2021, regarding the 2021 Census. 139

**Recommendation:** THAT the correspondence be received.

**16. DECISION ON LATE BUSINESS**

**17. LATE BUSINESS**

**18. NOTICE OF MOTION**

**19. QUESTION PERIOD**

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**20. IN CAMERA**

**THAT** the meeting is closed to the public in accordance with the *Community Charter* Section 90 (1) (b) personal information about an identifiable individual; (c) employee relations; and (k) negotiations and related discussions that in the view of Council could reasonably expect to harm the interest of the municipality if they were held in public.

**21. RISE WITH REPORT**

**22. ADJOURNMENT OF REGULAR COUNCIL MEETING**



**VILLAGE OF PEMBERTON  
-REGULAR COUNCIL MEETING MINUTES-**

**Minutes of the Regular Meeting** of Council of the Village of Pemberton held on Tuesday, May 11, 2021 at 5:30 p.m. via electronic means through a ZOOM Webinar. This is Meeting No. 1538.

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**IN ATTENDANCE\*:** Mayor Mike Richman  
Councillor Ted Craddock  
Councillor Leah Noble  
Councillor Amica Antonelli  
Councillor Ryan Zant

**STAFF IN ATTENDANCE\*:** Nikki Gilmore, Chief Administrative Officer  
Sheena Fraser, Manager of Corporate & Legislative  
Lena Martin, Manager of Finance  
Emily White, HR Coordinator & Executive Assistant  
Vinka Hutchinson, Communications & Grant  
Coordinator  
Laura Murphy, Project & Research Coordinator  
Gwendolyn Kennedy, Legislative Assistant

**PUBLIC:** 0

**MEDIA:** 1

**\*ALL COUNCIL MEMBERS AND STAFF ATTENDED ELECTRONICALLY**

**A RECORDING OF THE MEETING WAS MADE AVAILABLE TO THE PUBLIC & MEDIA**

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**1. CALL TO ORDER REGULAR MEETING (4:00 PM)**

At 4:01 p.m. Mayor Richman called the Regular Meeting to Order.

In honour of the Lil'wat7ul, the Village of Pemberton acknowledges that we are meeting within the unceded territory of the Lil'wat Nation.

**2. IN CAMERA (Closed) Meeting (4:00PM)**

**THAT** the meeting is closed to the public in accordance with the *Community Charter* Section 90 (1) (e) the acquisition, disposition or expropriation of land or improvements, and (k) negotiations, and related discussions that in the view of Council could reasonably expect to harm the interest of the municipality if they were held in public.

At 4:02 p.m. Council moved In Camera.

At 5:10 p.m. Council rose without report.

**3. OPEN THE REGULAR MEETING (5:30 PM)**

At 5:31 p.m. Mayor Richman opened the open portion of the Regular Meeting.

#### 4. APPROVAL OF AGENDA

Moved/Seconded  
**THAT** the agenda be approved as circulated.  
**CARRIED**

#### 5. ADOPTION OF MINUTES

##### a) Regular Council Meeting No. 1537, Tuesday, April 27, 2021

Moved/Seconded  
**THAT** the minutes of Regular Council Meeting No. 1537, held Tuesday, April 27, 2021, be approved as circulated.  
**CARRIED**

#### 6. BUSINESS ARISING FROM THE PREVIOUS REGULAR COUNCIL MEETING

There was no business arising from the previous Regular Council Meeting.

#### 7. RISE WITH REPORT FROM IN CAMERA

There was no rise with report.

#### 8. BUSINESS ARISING FROM THE COMMITTEE OF THE WHOLE

Recommendation from Committee of the Whole Meeting No. 215 held Tuesday, April 27, 2021

##### a) Good Food Pledge:

Moved/Seconded  
**THAT** Council endorses the Good Food Pledge as follows:

**WHEREAS** we recognize that the adoption of food procurement policies has the power to reform the food system, create opportunities for smaller farmers to thrive and for workers to receive just compensation and fair treatment, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods;

**THEREFORE, BE IT RESOLVED THAT** we pledge our purchasing power to support the following Good Food Values:

- local economies and communities;
- environmental sustainability and stewardship of natural resources;
- nutrition;



- valued workforce, treated with dignity and fairness; and
- animal welfare;

**AND THAT** we pledge to undertake the following commitments in support of Good Food:

1. To meet, to the best of our ability, the Good Food Values definitions.
2. To purchase direct from local farms and producers when possible.
3. To establish supply chain accountability and engagement with vendors/distributors.
4. To work towards implementing Good Food Values into our procurement policy and practices.

**CARRIED**

## **9. COMMITTEE MINUTES - FOR INFORMATION**

There were no Committee minutes for receipt.

## **10. DELEGATION**

At 5:35 p.m. Darcy Haw, Regional Leader, Assurance Services, Rob Larkin, Senior Accountant, Ab Ashok, from MNP and Lena Martin joined the meeting.

### **a) Presentation of the 2020 Audited Findings and Financial Statements Darcy Haw, Regional Assurance Partner, MNP**

Darcy Haw, Regional Assurance Partner, MNP, presented highlights of the 2020 audited financial statements, including the auditors' report, the statement of financial positions, the statement of liabilities, and the statement of operations.

Moved/Seconded

**THAT** the 2020 Audited Findings and Financial Statements be received.

**CARRIED**

At 5:44 p.m. Darcy Haw, Rob Larkin, Ab Ashok, and Lena Martin left the meeting.

## **11. REPORTS**

### **a) Office of the Chief Administrative Officer**

#### **i. Verbal Report**

There was no verbal report from the CAO.

At 5:45 p.m. Mayor Richman declared a conflict and left the meeting.

At 5:45 p.m. Acting Mayor Craddock took the Chair.

**b) Corporate & Legislative Services**

**i. Revised Draft Mobile Food Vendor Pilot Program Policy**

Moved/Seconded

**THAT** the draft Mobile Food Vendor Pilot Program Policy be amended by removing the Downtown Community Barn from the list of available locations.

**CARRIED**

Moved/Seconded

**THAT** Council approves the Mobile Food Vendor Pilot Program Policy as amended.

**CARRIED**

At 5:58 p.m. Lena Martin joined the meeting

At 5:58 p.m. Mayor Richman rejoined the meeting and resumed the Chair.

**c) Finance**

**i. Municipal Finance Authority Equipment Financing – Bylaw Truck, Public Works Loader**

**Bylaw Truck**

Moved/Seconded

**THAT** Council of the Village of Pemberton authorizes up to \$45,000 be borrowed, under Section 178 of the *Community Charter*, from the Municipal Finance Authority, for the purpose of a Bylaw Truck;

**AND THAT** the loan be repaid within five (5) years, with no rights of renewal.

**CARRIED**

**Loader**

Moved/Seconded

**THAT** Council of the Village of Pemberton authorizes up to \$275,000 be borrowed, under Section 178 of the *Community Charter*, from the Municipal Finance Authority, for the purpose of a Loader;

**AND THAT** the loan be repaid within five (5) years, with no rights of renewal.

**CARRIED**

At 6:08 p.m. Ms. Martin left the meeting.



## 12. BYLAWS

There were no Bylaws for consideration.

## 13. MAYOR'S Report

Mayor Richman reported on the following meetings and events:

- Attended meetings with VCH health officials regarding vaccines and received the news that the supply of vaccines is increasing, and that availability is expanding for more age groups. Mayor Richman has pushed for access to vaccines for other public-facing workers as supply of vaccines becomes available.
- Passed along the information regarding accelerating age-based roll out of vaccines to the Chamber and Tourism Pemberton, including notice of a vaccine clinic for front-line workers to be held in Pemberton this Thursday and another to be held next Thursday.
- Attended a teleconference meeting with the Honourable Lisa Beare, Minister of Citizens' Services, with discussion centering on connectivity. Mayor Richman emphasized the need for better cell service on highways around Pemberton, including the Duffy Lake Road area.
- Infrastructure grant announcements that we have been waiting for will begin at the end of May.
- Met with the Honourable Mike Farnworth, Minister of Public Safety and Solicitor General, and discussed COVID-19 restrictions and the transition to post-COVID-19 tourism, focusing on how to welcome tourists back responsibly and with the resources we need to do this safely.
- Continues to push for more resources from the RCMP and MOTI to address the impacts of tourism.

## 14. COUNCILLORS Reports

**Councillor Craddock reported on the following:**

- Noted that the highways have not yet been swept between Lillooet and Whistler or within the community and that gravel on the road creates a hazard for motorcyclists and cyclists. CAO Gilmore will follow up with MOTI to request that the gravel be cleared from the highways.
- Noted that the bridge on the Friendship Trail at the Lillooet River crossing also needs to be swept. CAO Gilmore to follow up with Village staff as this bridge is a Village responsibility.

**Councillor Zant reported on the following:**

- Attended the Cemetery Committee meeting.
- Attended the Library meeting:
  - Guest speaker Lois Joseph, very knowledgeable of Lil'wat culture and language, is assisting the library in drafting their acknowledgement of First Nations territory that will become part of future meeting opening statements.

- Attended the Sea to Sky Destination Education Initiative meeting today:
  - Objective is to help communities focus on workforce sustainability;
  - Collaborates with local businesses to help them through pandemic and post pandemic challenges with marketing strategies;
  - Objectives for improving education include encouraging respect for the environment, know before you go, and responsible use of the environment;
  - Concerns noted included: unmanaged camping, increase in SAR calls, not enough park ranges to enforce park bylaws.
  - CAO Gilmore noted that Project and Research Coordinator Laura Murphy will attend the next session.

**Councillor Noble did not report.**

**Councillor Antonelli did not report.**

## **15. CORRESPONDENCE**

### **a) For Action**

There was no correspondence for action.

### **b) For Information**

- i. David Screech, Mayor, Town of View Royal, dated April 1, 2021, addressed to Premier John Horgan, requesting that hospital security staff be given training and authority to take custody of patients apprehended under the *Mental Health Act* on arrival at hospital.**
- ii. Merlin Blackwell, Mayor, District of Clearwater, dated April 12, 2021, presenting a Council resolution in support of the District of Sicamous campaign against invasive Asian clams.**
- iii. Merlin Blackwell, Mayor, District of Clearwater, dated April 12, 2021, presenting a Council resolution in support of the initiative to create a 9-8-8 crisis line.**
- iv. Brad Sperling, Regional Board Chair and Leonard Hiebert, Invasive Plant Committee Chair, Peace River Regional District, dated April 23, 2021, addressed to the Honourable John Horgan, Premier of BC, the Honourable Katrine Conway, Minister of Forests, Lands, Natural Resource Operations and Rural Development, the Honourable Lana Popham, Minister of Agriculture, Food and Fishers, and the Honourable George Heyman, Minister of Environment and Climate Change, expressing concern regarding the lack of funding for invasive plant management.**



- v. **N. Garbay, Corporate Officer, City of Kamloops, dated April 27, 2021, presenting a Council resolution in support of professional news media.**
- vi. **Andy Adams, Mayor, City of Campbell River, addressed to the Honourable Katrine Conroy, Minister of Forests, Lands, Natural Resource Operations and Rural Development, regarding logging of at-risk old-growth forests in the province and requesting that decisions made regarding the forest sector be made based on facts and science.**
- vii. **Barb Murray, Bears Matter Consulting, dated May 3, 2021, presenting information regarding the killing of wolves.**

Moved/Seconded  
**THAT** the correspondence be received  
**CARRIED**

## **16. DECISION ON LATE BUSINESS**

## **17. LATE BUSINESS**

## **18. NOTICE OF MOTION**

## **19. QUESTION PERIOD**

There were no questions from the public.

## **20. IN CAMERA**

Moved/Seconded  
**THAT** the meeting is closed to the public in accordance with the *Community Charter* Section 90 (1) (e) the acquisition, disposition or expropriation of land or improvements, and (k) negotiations, and related discussions that in the view of Council could reasonably expect to harm the interest of the municipality if they were held in public.  
**CARRIED**

At 6:25 p.m. Council moved In Camera.

## **21. RISE FROM IN CAMERA**

At 6:38 p.m. Council rose from In Camera.

## **22. ADJOURNMENT OF REGULAR COUNCIL MEETING.**

Moved/Seconded  
**THAT** Regular Council Meeting No. 1538 be adjourned.  
**CARRIED**

At 6:38 p.m. the Regular meeting was adjourned.

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Mike Richman  
Mayor

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Sheena Fraser  
Corporate Officer

DRAFT



**Date:** Tuesday, June 1, 2021

**To:** Nikki Gilmore, Chief Administrative Officer

**From:** Laura Murphy, Project and Research Coordinator

**Subject:** 2020 Community Resiliency Projects - PEMB4 Fuel Treatment – Revised Application & Funding Request

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### **PURPOSE**

The purpose of this report is to update Council on the preparation of a revised application to the 2020 CRI FireSmart Community Funding & Supports Committee to approve an updated Fuel Treatment Plan (PEMB-4) and revised budget under the 2020 Community Resiliency Projects funding stream.

### **BACKGROUND**

At the Regular Meeting No. 1499, held Tuesday, October 8, 2019, Council considered applying to the UBCM Community Resiliency Investment Program for grant funding for a fuel treatment program of a portion of the “PEM4” polygon. In this regard, the following resolution was passed:

*Moved/Seconded*

***THAT** the Village of Pemberton applies to UBCM’s Community Resiliency Investment Program for the fuel treatment of a portion of the ‘PEM4’ polygon for up to \$150,000.*

**CARRIED**

Implementation of the PEMB-4 Fuel Treatment Plan is intended to be carried out in early fall 2021. This work is the next step in a series of activities carried out by the Village to undertake a strategic approach to wildfire prevention. The PEMB-4 Fuel Management Prescription was developed in 2017. It assessed an area of 22.3 ha (outlined in **Appendix A**) near the downtown area of the Village.

In May 2020, the Village was advised of grant funding approval to support the implementation of the Prescription. Due to resource constraints associated with the COVID-19 Pandemic, implementation was delayed to 2021.

In early 2021, in consultation with local BC Wildfire Service representatives, the Village was advised that the Prescription should be amended to be consistent with BC Wildfire Service 2020 Fuel Management Prescription Guidance and current industry best practices. In April 2021, the Village engaged two Forestry consultants to amend the Prescription and provide revised budgets to address the following:

- (i) maximum available within the existing budget; and
- (ii) total assessed area.

### **DISCUSSION & COMMENTS**

Revision and resubmission of the application for funding to undertake an updated Prescription may allow for the completion of the total assessed area (22.3 ha) to a standard that is consistent with the 2020 BC Wildfire Service 2020 Fuel Management Prescription Guidance.

### **COMMUNICATIONS**

The Village will provide notice of the planned works prior to project initiation on the Village Facebook Page, in the eNEWS, and on the Village website.

### **LEGAL CONSIDERATIONS**

The Ministry of Forests, Lands, Natural Resource Operations and Rural Development has provided funding for this program. BC Wildfire Service representatives have advised the Village that the prescription should be amended to be consistent with BC Wildfire Service 2020 Fuel Management Prescription Guidance.

### **IMPACT ON BUDGET & STAFFING**

There are no impacts to the budget or staff hours for considerations at this time.

### **INTERDEPARTMENTAL IMPACT & APPROVAL**

This project does not require involvement by other departments. All project works will be completed by the selected Forestry proponent.

### **IMPACT ON THE REGION OR NEIGHBOURING JURISDICTIONS**

Completion of this Project will support wildfire protection and risk mitigation within the Village of Pemberton and in neighboring jurisdictions (Squamish-Lillooet Regional District Electoral Area C and , Lil'wat Nation).

### **ALTERNATIVE OPTIONS**

There are no alternative options for consideration.

### **RECOMMENDATIONS**

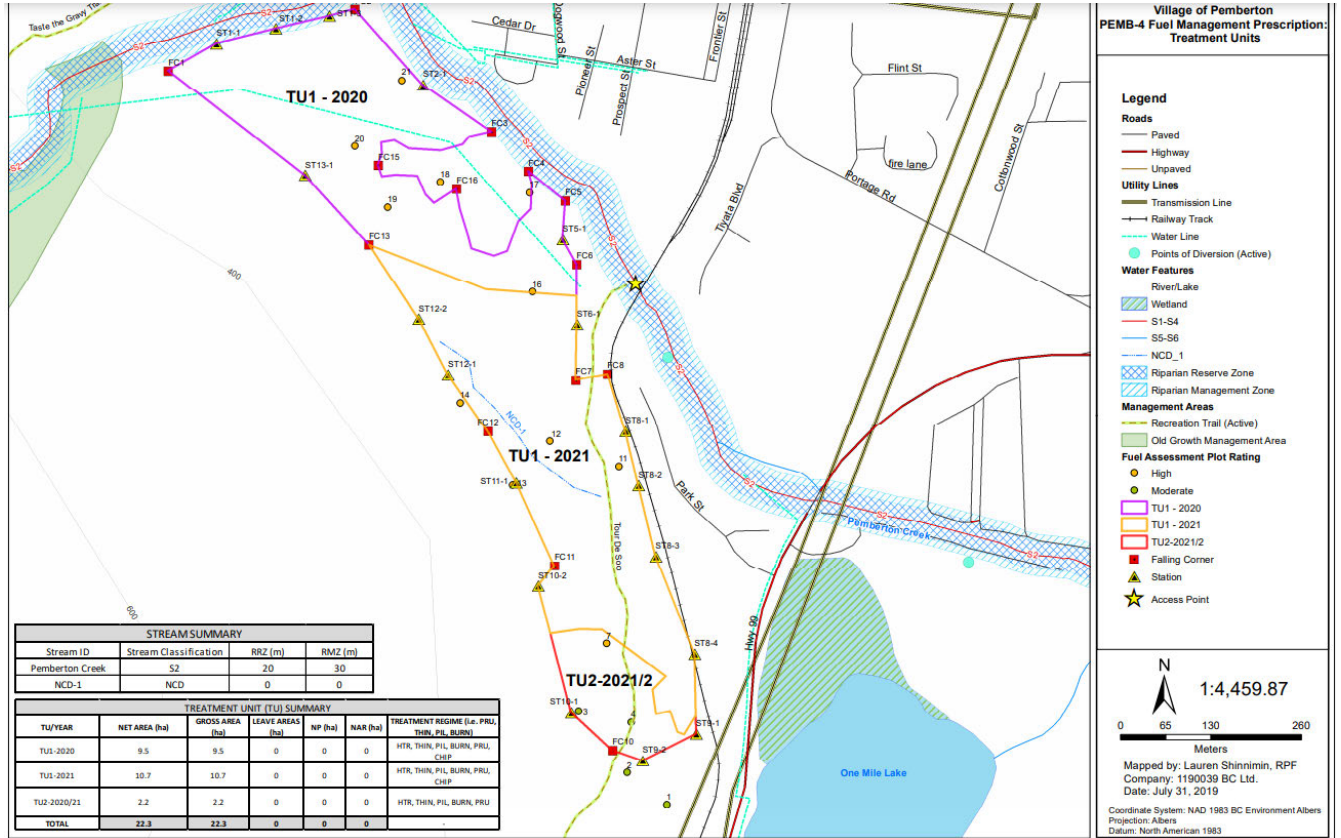
**THAT** the Village of Pemberton re-submits to 2020 FireSmart Community Funding & Supports Committee seeking approval for the updated Fuel Treatment Plan (PEMB-4 Prescription) and revised budget.

### **ATTACHMENTS:**

**Appendix A:** Village of Pemberton PEMBB-4 Fuel Management Prescription Treatment Units

Prepared:	Laura Murphy, Projects and Research Coordinator
CAO Approval by:	Nikki Gilmore, Chief Administrative Officer

**Appendix A: Village of Pemberton PEMB-4 Fuel Management Prescription Treatment Units**





**Date:** Tuesday, June 1, 2021  
**To:** Nikki Gilmore, Chief Administrative Officer  
**From:** Sheena Fraser, Manager, Corporate & Legislative Services  
**Subject:** Lillooet River Park Crown Land Tenure Application - Withdrawal

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**PURPOSE**

The purpose of this report is to seek Council’s support in making application to cancel the Village’s tenure which housed the Village’s former Waste Water Treatment Plant located on the north side of the Lillooet River Bridge and within the Squamish-Lillooet Regional District (SLRD).

**BACKGROUND**

In February 1997, the Village entered a thirty (30) year lease for a lease over lands located next to the Lillooet River within the SLRD for *the purpose of constructing, operating, removing, replacing, reconstructing, repairing and safeguarding thereon a sewage treatment plant and all works necessary for its undertaking* and is considered to be for Utility Purposes. **(Appendix A)** This Crown Land Lease (No. 236413) expires in March, 2027.

Subsequently in 1999 a twenty (20) year Statutory Right of Way Agreement over the Land was established for *the purposes of excavating for, constructing, operating, removing, replacing, constructing, repairing and safeguarding the Improvements necessary for a sewer outfall line.* **(Appendix B)** The Right of Way Agreement (Licence No. 237294) expired on April 22, 2019 and given it occupied a very small section of the area and is of no use this Licence was not renewed.

The location of this Tenure area is shown in figure one in yellow and the right of way agreement ran from the treatment plant area into the Lillooet River and is not shown on the map.



*Figure 1- Tenure Area*

In 2010, the wastewater treatment plant was decommissioned and relocated to its current location on Airport Road, and the site was restored to green space as part of the decommissioning plan.

As the Village holds the Tenure on this area, over time consideration was given to expanding the Tenure area to establish a public park. As such, a proposal was presented for a new Crown Land Tenure for community/recreational purposes to replace the current utility tenure. A referral was submitted to Lil'wat Nation and a letter of support issued by the Lands Referral Committed for a Crown Land application for a public park and boat launch. With this in place, Council considered the application and at the Regular Council Meeting No. 1520, held Tuesday, July 28, 2020, passed the following resolutions of support:

***THAT Council endorse an application to apply for a Crown land tenure for community institutional purposes for the Lillooet River Park also known as: BLOCK A OF DISTRICT LOTS 204 AND 8746, LILLOOET DISTRICT.***

***THAT Council endorse and application to apply for a Right of Way licence for community institutional purposes for the Lillooet River Park also known as: RIGHT OF WAY OVER UNSURVEYED CROWN LAND, LILLOOET DISTRICT, SHOWN OUTLINED ON PLAN KAP77620 AND RIGHT OF WAY OVER THAT PART OF LOT 20, DISTRICT LOT 165, LILLOOET DISTRICT, PLAN 883, SHOWN OUTLINED ON PLAN KAP78286, BOTH FILED IN THE LAND TITLE OFFICE AT KAMLOOPS***

In September 2020 the Tenure Application was submitted and the process for renewal will take approximately two years.

In March, 2021 following discussions with Front Counter BC the right of way licence renewal application was withdrawn as this was in place specifically to house the outfall pipe which was underground. This type of right of way would not be required for the purposes of the potential future park plans for this area as such it was recommended that it be abandoned.

## **DISCUSSION & COMMENTS**

To proceed with the renewal of the tenure application, the Village requires the approval of the Ministry of Transportation and Infrastructure (MOTI), as vehicle access to this site would be solely from Highway 99, and within the 15 m MOTI right-of-way. The current driveway access permit is specifically for utility purposes to accommodate occasional utility operator access only. If the Village is to pursue a new tenure for a public use, significant upgrades to the access area will be required and will be at the cost of the Village. This would include a dedicated right turn lane and merging lane east and west of the driveway access, as well the re-configuration of the current driveway to allow safe entry and exit. Even with costly upgrades such as these, the modified access may still not be approved given the extreme proximity to the Lillooet River bridge off ramp.

Further, a successful tenure application and change in use for this site would require a comprehensive site plan of the entire application area identifying the location and details of all improvements. This would include the driveway access, parking area, turn-around, and boat launch details, none of which have been established, and would require significant design and engineering costs.

The design costs associated with both the above would be high and there is no guarantee that the License would be granted.

While one option would be to leave this area undeveloped as a green space that includes some trails, with the increase in visitors to Pemberton, this area has become a popular overnight camping location. The lack of amenities results in garbage and human waste being left behind as well as a fire risk as users are not adequately dousing their fires. This has resulted in complaints to the Village and requests for bylaw enforcement and infrastructure such as portapotties and garbage receptacles.

This area is outside the Village's jurisdiction from an enforcement standpoint and with limited resources the Village does not have the capacity to monitor and enforce, especially over weekends and evenings. Further, management of this property would become the responsibility of the Village's Public Works Department an increase that at this time could not be accommodated.

As a result, Staff is recommending that the Village inform the Province that it wishes to cancel the current Crown Land Lease (No. 236413) effective immediately.

### **COMMUNICATIONS**

There are no communications considerations at this time.

### **LEGAL CONSIDERATIONS**

There are no legal, legislative or regulatory considerations at this time.

### **IMPACT ON BUDGET & STAFFING**

Should it be determined to proceed with the Crown Land Licence application, there will be costs associated with engineering and design of the highway upgrades access/egress, the parking area and turnaround, boat launch. It is anticipated that there may be a requirement for an environmental study as part of the boat launch initiative and further costs will be incurred to put in place other infrastructure such as garbage and washroom facilities, and park amenities (benches/picnic table) as may be considered. Upon completion of the project there will be ongoing operational costs associated with monitoring, enforcement and regular maintenance.

At this time, these costs are unknown but anticipated to be significant. Further this work must be done in advance of receiving the Licence and there is the potential for approvals from other departments to be denied.

### **INTERDEPARTMENTAL IMPACT & APPROVAL**

The development of this park area will have significant impacts on Operations Department as well as upon completion, impacts to Bylaw Services and Public Works. Facilitation of the work involved will not be possible without a significant increase in the budget for both departments. Further given the existing work plan and the number of projects currently underway it is anticipated that this project could not be advanced until 2022 or even 2023.

**IMPACT ON THE REGION OR NEIGHBOURING JURISDICTIONS**

This area is located within the Squamish-Lillooet Regional District and is Crown Land as such is under the jurisdiction of the Ministry of Forests, Lands and Natural Resource Operations and Development. There are trails running through this area fall under the SLRD trails network and are managed by the SLRD.

**ALTERNATIVE OPTIONS**

There are no alternative options for consideration

**RECOMMENDATIONS**

**THAT** the application for a Crown land tenure for community institutional purposes for the Lillooet River Park also known as: *BLOCK A OF DISTRICT LOTS 204 AND 8746, LILLOOET DISTRICT* be withdrawn.

**ATTACHMENTS:**

**Appendix A:** Crown Land Lease Agreement No. 236413, dated 1997

**Appendix B:** Crown Land Statutory Right of Way Agreement No. No. 237294, dated 1999

Prepared by:	Sheena Fraser, Manager, Corporate & Legislative Services
CAO Approval by:	Nikki Gilmore, Chief Administrative Officer





Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks

Lease

Lease No. 236413

File No. 2406402

THIS LEASE dated for reference the 4th day of February, 1997.

IN PURSUANCE OF THE *LAND ACT* (Section 35) and the *LAND TRANSFER FORM ACT*

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Environment, Lands and Parks,  
Parliament Buildings, Victoria, British Columbia

MAR 3

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

Corporation Of The Village Of Pemberton  
Box 100, 1350 Aster Street  
Pemberton, British Columbia  
V0N 2L0

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land, save and except those portions of the Land that consist of trails, roads, highways, water courses, or that are covered by water at the date hereof, for the purpose of constructing, operating, removing, replacing, reconstructing, repairing and safeguarding thereon a sewage treatment plant and all the works necessary for its undertaking.

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of 30 years commencing on the 1st day of April, 1997 (hereinafter called the "Commencement Date").



Lease

File No. 2406402

**Article III - Fees**

**(3.01) YIELDING AND PAYING THEREFORE for the term the fee prescribed in the attached Fee Schedule.**

**Article IV - Covenants of the Lessee**

**(4.01) The Lessee covenants with the Lessor**

- (a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;
- (b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");
- (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;
- (e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;
- (f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;
- (g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than \$1,000,000.00, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;
- (h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;
- (i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change, except that when the Lessee is self-insuring this section shall not apply;
- (j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of
  - (i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

Lease File No. 2406402

- (ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land, and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;
- (k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the *Bullders Lien Act* , and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;
- (l) on the expiration or earlier cancellation of this lease
  - (i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,
  - (ii) to restore the surface of the Land to the satisfaction of the Lessor, AND
  - (iii) notwithstanding section 4.01 (l) (i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed, and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;
- (m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;
- (n) not to cut or remove, or both, Crown timber from the Land without
  - (i) the prior written consent of the Lessor, AND
  - (ii) being granted the right to harvest Crown timber from the Land pursuant to an agreement issued under the *Forest Act*.

Article V - Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor.

Article VI - Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII - Provisos

- (7.01) PROVIDED always and it is hereby agreed as follows:
- (a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;
  - (b) title to and ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

Lease

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- (c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;
- (e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;
- (f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*;
- (g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;
- (h) this lease and the term herein granted is subject to:
  - (i) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act, or Water Act*, or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND
  - (ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*;
- (i) the Lessee acknowledges and agrees with the Lessor that
  - (i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,
  - (ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,
  - (iii) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND
  - (iv) all schedules attached to this lease form an integral part of this lease.

**Article VIII - Events of Default**

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

- (a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

Lease

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- (b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;
- (c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;
- (d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR
- (e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

It shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

**Article IX - Security**

- (9.01) The security in the sum of \$0.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed; PROVIDED, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.
- (9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.
- (9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.
- (9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.
- (9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04, cause the amount of security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

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**Article X - Notice**

- (10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.
- (10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.
- (10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

**Article XI - Miscellaneous**

- (11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.
- (11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.
- (11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.
- (11.04) Time is of the essence in this agreement.

**Article XII - Interpretation**

- (12.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- (12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.
- (12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.
- (12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

Lease

File No. 2406402

(12.05) If any section of this lease or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties have executed this lease as of the day and year first above written.

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA by a duly authorized representative of the Minister of Environment, Lands and Parks in the presence of:

[Redacted Signature]

For the Minister of Environment, Lands and Parks

[Redacted Witness Name]

Witness

SIGNED on behalf of Corporation Of The Village Of Pemberton by a duly authorized signatory in the presence of:

[Redacted Signature]

Authorized Signatory

[Redacted Witness Name]

Witness



Province of British Columbia  
Ministry of Environment,  
Lands and Parks

**Legal Description Schedule**

Lease No.

**236413**

File No. 2406402

1. Legal Description

Block A of District Lots 204 and 8746, Lillooet District, containing 0.163 hectares.

2. Sketch Plan

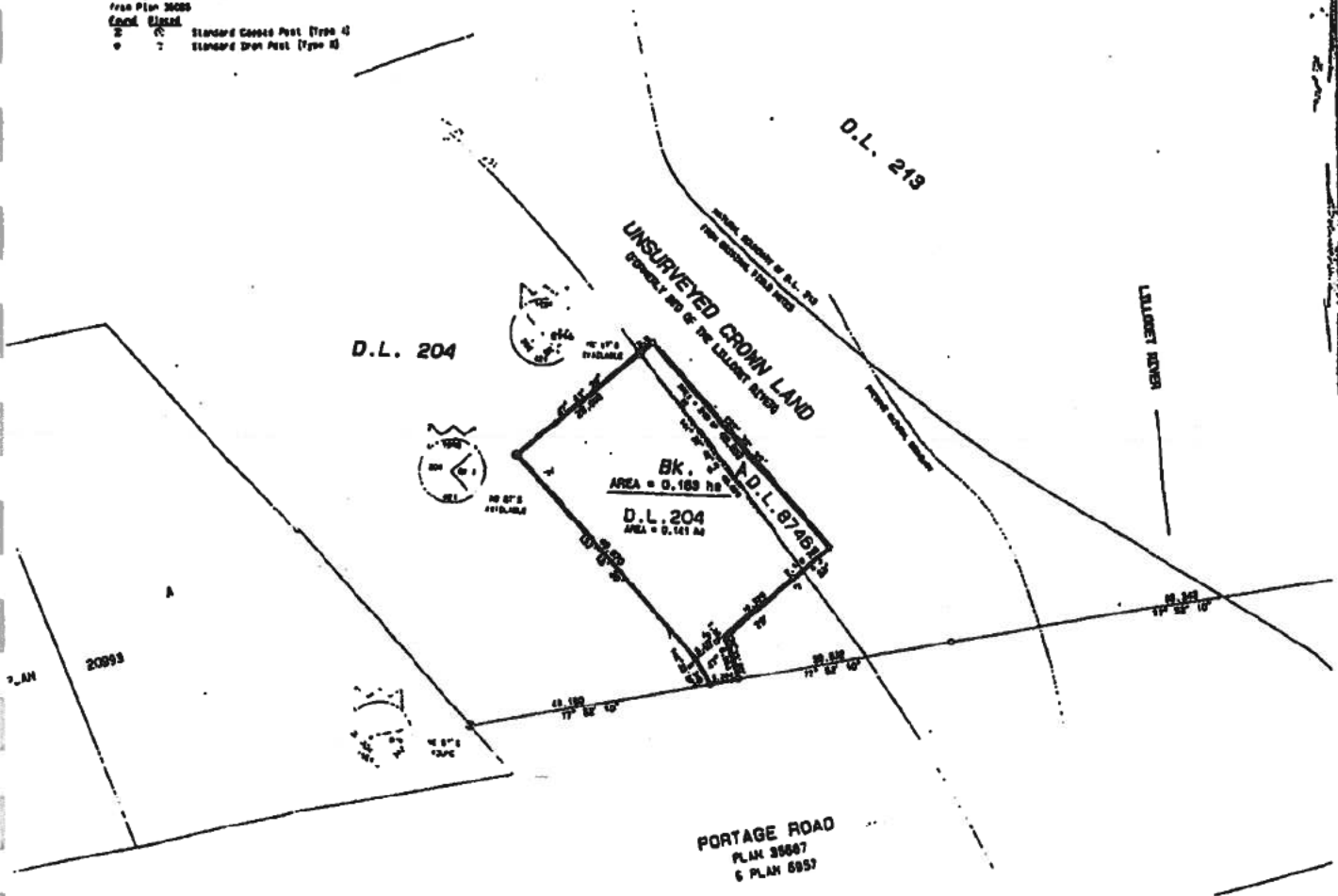
SURVEY PLAN OF BLOCK A OF  
D.L.'S 204 AND 8746,  
LILLOOET DISTRICT

R.C.S. : 92.1.032

SCALE : 500  
ALL DISTANCES SHOWN ARE IN METRES

THIS PLAN WAS DRAWN AND  
SIGNED BY THE SURVEYOR GENERAL

NOTES:  
Bearings are astronomic and are derived  
from Plan 3685  
Each of:  
S : Standard Concrete Post (Type 4)  
O : Standard Iron Post (Type 4)





Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks

**SPECIAL PROVISIO SCHEDULE**

Lease No.

**236413**

File No. 2406402

1. The Lessee covenants and agrees to keep in effect during the term of the lease a valid waste management permit.





Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks

**FEE SCHEDULE**

Lease No.

**236413**

File No. 2406402

THE FEE FOR THE TERM is the sum of \$1.00, the receipt and sufficiency of which is acknowledged.

LAND TITLE ACT  
FORM C  
(Section 233)

Province of  
British Columbia  
GENERAL INSTRUMENT - PART 1

Page 1 of \_\_\_\_\_

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

\_\_\_\_\_  
(Signature of Applicant or Authorized Agent)

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \*  
(PID) (LEGAL DESCRIPTION)

SBB SCHEDULE

3. NATURE OF INTEREST: \*  
Description

Document Reference  
(Page and paragraph)

Person Entitled to Interest

Description	Document Reference (Page and paragraph)	Person Entitled to Interest
Statutory Right of Way	Page 6 Paragraph 2.1	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- |                                 |                                     |                                       |
|---------------------------------|-------------------------------------|---------------------------------------|
| (a) Filed Standard Charge Terms | <input type="checkbox"/>            | D.F. No.                              |
| (b) Express Charge Terms        | <input checked="" type="checkbox"/> | Annexed as Part 2                     |
| (c) Release                     | <input type="checkbox"/>            | There is no Part 2 of this instrument |

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): \*  
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Environment, Lands and Parks, Parliament Buildings, Victoria, British Columbia V8V 1X5

6. TRANSFEREE(S): (Including postal address(es) and postal code(s)) \*  
THE CORPORATION OF THE VILLAGE OF PEMBERTON 7400 Prospect Street Po Box 100 Pemberton, BC V0N 2L0

7. ADDITIONAL OR MODIFIED TERMS: \*  
N/A

8. EXECUTION(S): \*\* This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

\_\_\_\_\_  
Cass Johnson  
200-10428 153 St  
Surrey, BC V3R 1E1  
A Commissioner for taking affidavits in the  
Province of British Columbia

Execution Date

Y	M	D
00	10	24

Party(ies) Signature(s)


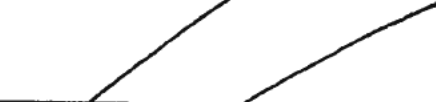


\_\_\_\_\_  
Charles Littledale  
HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
by its authorized representative

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

Province of  
British Columbia  
**EXECUTIONS CONTINUED**

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
SIGNED on behalf of the Corporation of the Village of Pemberton by a duly authorized signatory   E. WARNER	06	16	11	SIGNED on behalf of The Corporation of the Village of Pemberton by a duly authorized signatory   Authorized Signatory  
 B.S. KIRK				<b>RICHARD BEAUCHAMP A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA</b>

**OFFICER CERTIFICATION:**  
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Land Title Act  
FORM E**

**Province of  
British Columbia  
SCHEDULE**

Page 3 of \_\_\_\_\_

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

**Parcel Identifier**

**Legal Description**

**NO PID**

**RIGHT OF WAY OVER UNSURVEYED CROWN  
LAND, BEING PART OF THE BED OF LILLOOET  
RIVER, TOGETHER WITH THAT PART OF DISTRICT  
LOT 204, LILLOOET DISTRICT, SHOWN OUTLINED  
ON PLAN KAP 58567, FILED IN THE LAND TITLE  
OFFICE, KAMLOOPS, CONTAINING 0.009 HECTARES**

Right of Way No.:

237294

File No.: 2406483

Disposition No.: 183931

**TERMS OF INSTRUMENT - Part 2**

WHEREAS this statutory right of way is necessary for the operation and maintenance of the Transferee's undertaking.

For valuable consideration, the parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement

"Agreement" means this General Instrument;

"Commencement Date" means April 22, 1999;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means the land described in item 2 of Part 1 of this General Instrument;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements or both of them and which you are liable to pay;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5; -

"Term" means the period of time set out in section 2.2;

"we", "us" or "our" refers to the Transferor alone and never refers to the combination of the Transferor and the Transferee: that combination is referred to as "the parties"; and

"you" or "your" refers to the Transferee.

1.2 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or

**UTILITY - STATUTORY RIGHT OF WAY**

Right of Way No.:

237294

File No.: 2406483

Disposition No.: 183931

neuter form, as the case may be, and vice versa where the context or parties require.

- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

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UTILITY - STATUTORY RIGHT OF WAY

Right of Way No.:

**237294**

File No.: 2406483

Disposition No.: 183931

**ARTICLE 2 - GRANT AND TERM**

- 2.1 On the terms and conditions of this Agreement, we grant you, your employees, agents and contractors a statutory right of way over the Land for the purposes of excavating for, constructing, operating, removing, replacing, reconstructing, repairing and safeguarding the Improvements necessary for a sewer outfall line .
- 2.2 The term of this Agreement is for twenty (20) years, commencing on the Commencement Date.

**ARTICLE 3 - FEES**

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

**ARTICLE 4 - COVENANTS**

- 4.1 You must
  - (a) pay, when due,
    - (i) the Fees to us at the address set out in Article 10,
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you, on your behalf or with your permission;
  - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
  - (c) observe, abide by and comply with
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting your use and occupation of the Land and the Improvements, and
    - (ii) the provisions of this Agreement;
  - (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us,

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**UTILITY - STATUTORY RIGHT OF WAY**

Right of Way No.:

237294

File No.: 2406483

Disposition No.: 183931

and at our written request, make the Land and the Improvements safe, clean and sanitary;

- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
  - (i) our prior written consent, and
  - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) if any soil is disturbed by you as a result of your construction or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (l) during the course of land alteration or other activities on the Land which result in discovery or disturbance of any archaeological material, take all reasonable precautions to avoid direct impact with such material and immediately notify the Archaeology Branch of the Ministry of Small Business, Tourism and Culture;
- (m) agree not to construct, erect or place any buildings, structures or other improvements on the Land without our prior written consent;

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UTILITY - STATUTORY RIGHT OF WAY



Right of Way No.:

237294

File No.: 2406483

Disposition No.: 183931

- (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
  - (i) your breach, violation or nonperformance of a provision of this Agreement, and
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (p) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
  - (ii) within 30 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
  - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
  - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
  - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this

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**UTILITY - STATUTORY RIGHT OF WAY**

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**Agreement.**

- 4.2 You will not permit any person to do anything you are restricted from doing under this Article.
- 4.3 We will not do anything on the Land that will interfere materially with the Improvements or your use of the Improvements, or that creates a public hazard.

**ARTICLE 5 - LIMITATIONS**

**5.1 You agree with us that**

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
  - (i) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* or *Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
  - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, to a person, including a Crown agency or ministry;
- (d) for the purpose of subsection (c), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would materially affect the exercise of your rights under this Agreement;
- (e) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (c), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (f) subject to subsection (e), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (c) will be borne solely by you;

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**UTILITY - STATUTORY RIGHT OF WAY**

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- (g) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (c);
- (h) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (i) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(p)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(p)(iii); and
- (j) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

#### ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
  - (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

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6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury and property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
  - (i) placed with insurers licensed in British Columbia,
  - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
  - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.7 You acknowledge that we may, from time to time, notify you to

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- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

#### ARTICLE 7 - ASSIGNMENT

- 7.1 You must not assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 1(4) of the *Company Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Waste Management Act*) for the Land or other similar type of investigation of the Land.

#### ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
    - (a) if you
      - (i) default in the payment of any money payable by you under this Agreement, or
      - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
- and your default or failure continues for 60 days after we give written notice of the

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default or failure to you,

- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
  - (i) become insolvent or make an assignment for the general benefit of your creditors,
  - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
  - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

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- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

#### ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will attempt to resolve the dispute within 60 days of the dispute arising and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Surrey, British Columbia, and if we or our authorized representative have no office in Surrey, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Surrey, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

#### ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:  
to us

BRITISH COLUMBIA ASSETS  
AND LAND CORPORATION  
200-10428 153 St  
Surrey, BC V3R 1E1;

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UTILITY - STATUTORY RIGHT OF WAY

Right of Way No.:

**237294**

File No.: 2406483

Disposition No.: 183931

to you

**THE CORPORATION OF  
THE VILLAGE OF PEMBERTON  
7400 Prospect Street PO Box 100  
Pemberton, BC V0N 2L0;**

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### **ARTICLE 11 - MISCELLANEOUS**

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a licence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the licence, assignment or transfer of this Agreement.

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- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
  - (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
  - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
  - (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
  - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

**END OF DOCUMENT**

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UTILITY - STATUTORY RIGHT OF WAY

**Date:** June 1, 2021

**To:** Nikki Gilmore, Chief Administrative Officer

**From:** Lisa Pedrini, Manager of Development Services  
Cameron Chalmers, Village Consulting Planner

**Subject:** Official Community Plan Amendment (École de la Vallée) Bylaw No. 902, 2021  
Zoning Amendment (École de la Vallée) Bylaw No. 903, 2021  
First and Second Readings

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### **PURPOSE**

The purpose of this report is for Council to concurrently consider first and second readings to Official Community Plan (Tiyata – École de la Vallée) Amendment Bylaw No. 902, 2021 (**Appendix A**) and Zoning (Tiyata – École de la Vallée) Amendment Bylaw No. 903, 2021 (**Appendix B**).

The bylaws have been prepared in response to an application by Craig Burns, Principle Architecture, Agent for the applicant Conseil scolaire francophone de la Colombie-Britannique (CSF)/School District No. 93 to facilitate the construction of a school/community hub aimed at francophone education on Lot 3, DL 203 LLD, Plan 12807, except that part which Lies to the East of the East Boundary of Plan Crown Grant 253 (**Appendix C**).

### **BACKGROUND**

The CSF (SD#93) is the only province-wide school district which offers French-first language elementary and secondary education. In Pemberton, the CSF operates École de la Vallée de Pemberton (École de la Vallée). The CSF's program is presently operated in four portable classrooms behind Signal Hill Elementary (two of which are owned by SD#48). The CSF also leases two classrooms and gym space in the Pemberton Community Centre. As of September 2020, 84 students are enrolled from kindergarten to grade 8 and there is no secondary (9-12) French-first language program offered. The CSF's core catchment area includes the Village of Pemberton and surrounding communities as shown in **Appendix D**.

Presently, there is an overall lack of capacity and functionality, including space for a Strong Start, daycare or preschool program at the school. In September 2016, the British Columbia Supreme Court determined that provincially the lack of functional, attractive, and sufficient space deterred eligible parents from enrolling their children in French-first Schools, impeding them from exercising their constitutional rights to have their children attend French-first language programming. This decision applied to École de la Vallée as well as other CSF locations across the province. In June 2020, the Supreme Court of Canada concluded that the CSF cannot offer its students an educational experience that is substantively equivalent to that offered by English schools and that the breach must be remedied.

French-first language programming (provided by the CSF) is different from French Immersion programming provided by the Sea-to-Sky School District (SD#48). The CSF's programming is intended for students whose parents are part of the Francophone minority and who are eligible to attend a CSF school pursuant to stringent admissions criteria. In a CSF school, French is taught as a first language and meant to help students develop their French language identity and culture. In contrast, French immersion (offered by SD#48), is intended for the majority student population (often families where no parent is Francophone) and where French is taught as a second language.

The CSF has been seeking acquisition of a site to construct a school in Pemberton for over 10 years. Village Staff have assisted various representatives from CSF for the past few years in their search for an ideal parcel to facilitate this development.

On April 21, 2020, at the Regular Council Meeting No. 1512, Staff presented a report to Council seeking to discharge a covenant on lands slated for Stage 2 of the Tiyata development. While not disclosed at that time, this parcel was under negotiation of sale between the landowner and the CSF. Staff sought the removal of certain amenity commitments negotiated between the Village and the developer of Tiyata as part of the historic rezoning to facilitate residential development to free up the title for transfer to a non-profit entity for a non-residential use. As a result, Council passed the following resolution:

***THAT Council authorizes the discharge of Covenant LB387063 from Lot 3, Plan 12807, District Lot 203, Lillooet Land District, Except that part which lies to the East of the East boundary of Plan Crown Grant 253, and authorizes the Chief Administrative Officer to effect the discharge.***

At that time, Staff advised that the new proposed use would require OCP and Zoning Bylaw Amendments, and thus Council would have the discretion to consider the application and any voluntary amenity contributions offered at a future date.

The Village received the OCP Amendment and Rezoning application on October 9, 2020 and shortly afterward Staff presented a report to Council for their consideration of early and ongoing opportunities for consultation on the OCP Amendment pursuant to Section 475 of the *Local Government Act*. At the Regular Meeting No. 1524, held October 20, 2020, Council passed the following resolution:

***THAT Council has considered the obligations under Section 475 of the Local Government Act with respect to the Official Community Plan amendment application by on Lot 3, DL 203, LLD, Plan 12807 and requests that the Applicant organize, advertise, and host at least one (1) public information meeting prior to consideration of First and Second reading of the forthcoming OCP amending bylaw.***

***THAT Council has considered Section 475 of the Local Government Act and directs Staff to consult with the following organizations before consideration of First and Second Reading to the forthcoming OCP amending bylaw:***

- *Lil'wat Nation*
- *Ministry of Transportation and Infrastructure*
- *Ministry of Education*

- Squamish Lillooet Regional District
- Pemberton Valley Dyking District
- CN Rail
- School District No. 48 – Sea to Sky
- Pemberton and District Chamber of Commerce
- TELUS
- BC Hydro

## **DISCUSSION & COMMENTS**

The subject property is designated “*Tiyata Special Planning Area*” and “*Residential*” in the Village of Pemberton Official Community Plan (OCP) Bylaw 654, 2011. As per Section 6.1, the stated vision for the **Tiyata at Pemberton Neighbourhood** is “*a sustainable development that offers compact housing catering to a range of incomes and ages*”. Part of that vision is that “*residents have easy access to places or work, shopping and community amenities*”. In order to accommodate a public school within the neighbourhood, Staff recommend some high-level text amendments to clarify that adding institutional uses to the land use mix will not compromise the vision of the existing residential neighbourhood and can be accommodated under this designation.

In terms of OCP Schedules, revisions to Schedule B - Land Use Map are necessary to remove the Residential designation and replace it with the Civic & Institutional designation. Revisions to Schedule C – Development Permit Areas and Schedule F2 – Future Community Facilities are also necessary.

The subject property is zoned Comprehensive Development Zone 5 (CD-5), **Tiyata at Pemberton**. The intent of the CD-5 Zone is to recognize a comprehensively planned area which includes a variety of types of housing, a limited amount of commercial and office floor space, active and passive park land, and a trail network. For the purpose of regulation, the zone was divided into six (6) separate “areas”, and separate regulations apply to each area in this Zone. The current CD-5 Key Map is shown below.



Figure A: Existing vs Amended CD-5 Zone Key Map



Amendments to the CD-5 Zone Key Map as shown above in purple include removing reference to the site for non-market affordable housing (formerly Area 3) and rearranging the area numbers. Area 1 and 2 remain the same. Area 3 now refers to the former Area 4 (Small Lot Residential). Area 4 now references Parkland which was formerly Area 6. Area 5 refers to the School Use proposed for the entire subject parcel and includes regulations modelled after the Public 1 (P-1) Zone, except for maximum height. [The applicants have requested that the maximum height refer to storeys (3), rather than a maximum height in metres given that the height of the school ceilings, which are generally greater than residential, have yet to be determined.]

## **PROPOSED DEVELOPMENT CONCEPT**

The proposed development concept is a new, three (3) storey Kindergarten to Grade 12 (K-12) community school centre capable of accommodating 40 kindergarten, 200 elementary and 150 secondary students, for a total nominal capacity of 390 students. The 6,946 sq m (74,766.122 sq ft) school will provide space for growth, both at the elementary and secondary levels. The site area is sufficient to accommodate eventual expansion, both temporary (in portables) and permanent (construction of an addition). The CSF projects that its student population will increase significantly once a new school, from which it will be able to offer equivalent programming, is built and expects to see enrolment from Whistler, mostly for the secondary program.

The subject property is currently vacant and is bordered by Highway 99 to the South, Pemberton Creek to the West, the Tiyata development, Signal Hill Elementary School, Lot 13 and BC Hydro Right of Way to the North and a vacant property to the East. The property measures 10.13 acres and is encumbered by BC Hydro Right of Way.



**Map A: LOCATION MAP**

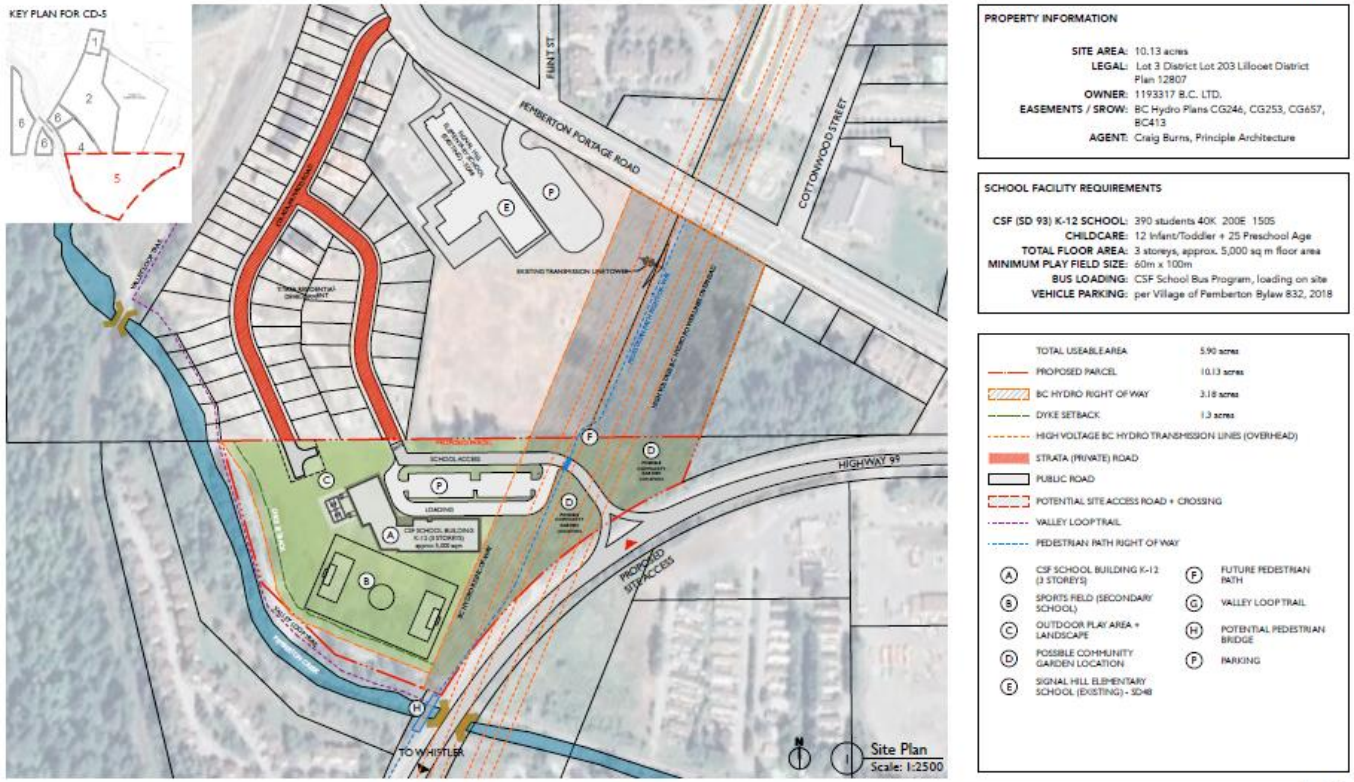
The proposed development site will be accessed from Highway 99 from the southern edge of the property. Access through Tiyata is not viable, as this is a strata development; however, the proposed access can serve as an emergency exit for the Tiyata neighbourhood in the future. As part of their due diligence, the CSF undertook an extensive review of other potential options for accessing the site, including seeking access through Lot 13. It was determined that access off Highway 99 was the preferred and ultimately the only viable option and will require the construction of an intersection and new public road. The jurisdiction for approving access off Highway 99 rests with the Ministry of Transportation and Infrastructure.



**Map B: GOOGLE EARTH KML**

The existing CSF elementary school, which presently operates from portable buildings on the adjacent Signal Hill Elementary School site and the Pemberton Community Centre, will be integrated into the new school. The daycare component will have capacity for up to 40 children of Francophone families, providing much-needed childcare space for infant/toddler- and preschool-aged programming. The CSF's facility will also incorporate community amenities and serve as a community hub for the French-speaking population of the Pemberton Valley. Community amenities, which may include a theatre, industrial kitchen or other multi-purpose rooms, will be available to the broader community outside of regular school hours. The Property will also include a regulation-sized (60 m 100 m) sports field and community garden space, which will be available to the broader community.





Site Plan - OCP + Zoning Amendment AO

**Map C: PROPOSED DEVELOPMENT SITE PLAN**

The Conceptual Site Plan above indicates a proposed site access off Highway 99 allowing full movement to vehicles turning right or left. The Ministry of Transportation and Infrastructure (MOTI) will need to authorize an access (driveway) permit in this location. Parking and loading have been provided.

The Conceptual Site Plan also shows the inclusion of a hammerhead as a turn-around for Tiyata Boulevard and a flow-through from the unnamed road to be developed in Tiyata Phase 4. As the road system cannot freely connect to Tiyata given its status as a bareland strata, any emergency access potential through Tiyata would need to be locked and gated. The accommodation of a turn-around for the unnamed road in Phase 4 will not be housed on the CSF property, but Staff have recommended to the Approving Officer that this be a requirement of Tiyata Phase 4.

**REVIEW OF DEVELOPMENT CONCEPT**

**Access and Circulation**

In the absence of other viable options for site access to the municipal road network, the Ministry of Transportation and Infrastructure (MOTI) has reviewed the application and supports direct access off Highway 99. MOTI has indicated support for the highway access as a right-in/out driveway. The Ministry has further advised that left-turn entry/exit access may also be considered if determined to be safe and without significant operational impact to traffic flow on the highway and also provided the following comments:

- The access will require further review and will require an Access to a Controlled Access Highway permit from the Ministry.
- A full movement access will require further analysis and review – this present support should not be construed as pre-approval for a full movement access
- The proponent will need to consider the costs of potential improvements to the highway to support an access
- Access approval may need to consider access to adjacent lands (e.g. through public road dedication or easements)
- Consideration of active transportation accommodation.

The proponents retained Peter Joyce, P. Eng., Bunt & Associates Ltd., to prepare a transportation study for the proposed development. The primary focus for the transportation study is to assess the safety and operation of the proposed highway access intersection, and to consider the broader mobility requirements of the new school including notably the accommodation for convenient and safe pedestrian and cyclist connections.

**Planning Staff Comments:** *The final decision on the type of intersection permitted rests with the Ministry of Transportation and Infrastructure (MOTI). While the applicants would prefer a full-movement intersection and are working towards achieving this, they have been guaranteed the right in/right out as a minimum and having this early determination from MOTI has allowed the applicants to continue to pursue the rezoning.*

*The emergency access connection to Tiyata will need to be established through a statutory right-of-way registered prior to adoption of the Bylaws. As such, Staff recommend a Statutory Right-of-Way (SROW) for this purpose be prepared and submitted prior to adoption of the Bylaws. Restrictions via removable bollards or similar on vehicle access will be required.*

*The hammerhead at the north-west corner of the site will also need to be constructed and registered as a SROW or easement as this infrastructure is necessary for the vehicle circulation of the Tiyata development located to the north of this school site. Staff recommend a Statutory Right-of-Way to provide public access to this turn-around be prepared and submitted prior to adoption of the Bylaws.*

## **Affordable Housing**

The subject property presently has a portion of the site designated for non-market housing, specifically the portion zoned Area 3 in the current Key Map of the CD-5 Zone. At the time of the original Tiyata rezoning in 2010, the intent was for the Village to develop the small, triangular shaped portion next to the community garden for “*the purposes of housing for Pemberton residents*” as per Covenant LB387063. In 2020, the property owner requested that Council remove Covenant LB387063 to facilitate sale of the property to a non-for-profit entity (CSF) for the purposes of a non-residential development (the proposed French School).

At that time, Staff reviewed the lands identified for this use, and noted that they were severely encumbered by restricted access from Highway 99, the BC Hydro right of way, servicing and parcel configuration, and felt it was very unlikely that the portion of Lot 3 lying east of the hydro right-of-way would ever yield any residential development. As such, Staff supported the discharge of the developer obligations in the covenant noting there would not likely be any benefit or value accruing to the Village from completion of the developer obligations.

**Planning Staff Comments:** Staff do not foresee the viable development of the site for any commercial or residential purpose, and is therefore satisfied that the rezoning to facilitate a new school, playing fields, much needed daycare spaces, community garden space and emergency access for Tiyata residents is as beneficial, if not more, as the small piece of land designated for non-market housing.

### Amenity Contributions

At the time of the original rezoning for the subject property, covenants were registered on the lands to further guide the development of the area and secure a number of amenities. As noted in the background, the restrictive covenant that was registered on the Stage 2 Tiyata – Thuro Lands (the subject property) was removed to facilitate sale of the land for the proposed development.

It is standard for the Village to seek a voluntary contribution of community amenities from applicants at the time of rezoning. However, the Village’s Community Amenity Contribution Policy only applies to residential developments. Despite this, given that Council was asked to discharge Covenant LB387063, the Restrictive Covenant that outlined all the commitments made by the original developer of Tiyata, Staff feel it is in the best interest of the Village to maintain some of the commitments and amenities previously made that are still compatible with the new land use including:

- the dedication of that portion of the Lands for the purposes of a community garden
- the construction of flood protection works as necessary
- the construction of the Valley Loop Trail within the boundaries of the land
- the design and construction, or security for the cost of developing a pedestrian bridge over the Pemberton Creek to the reasonable satisfaction of the Covenantee (Village).

On April 16, 2021, the Applicants sent correspondence (**Appendix E**) that put forward an amenity package they feel will offset these items, acknowledging that this project is completely dependent on the capital funding support of the Province which is construction specific and does not include supplementary allocations for community-based amenities. As per the Village’s Community Amenity Contribution Policy, the Applicants outlined the significant amenity package the CSF brings to the Village as part of its proposed francophone school development including requirements, community benefits and voluntary amenities, which have been summarized in the table below.

Project Requirements	Community Benefits	Voluntary Amenities
\$40 million plus capital investment by the Province of BC generating Village Building Permit fee revenues	Creation of 3 Storey K-12 Public Francophone School/Community Hub including 7,000 sq m of educational space	Development of the Valley Loop Trail to provide continuity through the property
Site Access improvements and guaranteed right in/right out configured intersection at Highway 99 allowing	Creation of a Francophone Childcare Program reducing pressure on local childcare providers, employing 10 staff	Development of pedestrian access through the site to community nearby amenities

emergency exit opportunities through Tiyata		
Upgraded site servicing and off-site servicing improvements	After hour community access to full-sized play field and playground	Allocation of property for future location of Community Garden on the site
	After hour community access to classrooms and full-sized gymnasium	
	Employment of locally contracted services for grounds & facility maintenance	
	Numerous local employment opportunities in all facets of construction for estimated 18month period	

**Table 1: CSF PROPOSED BENEFITS, APRIL 2021**

In response, Village Staff sent correspondence to the Applicants, dated April 21, 2021, acknowledging the inherent benefits of the project, but noting that one long-standing benefit, the pedestrian bridge crossing over Pemberton Creek, was not addressed. Staff noted their concern with completely abandoning the long-held understanding that the pedestrian crossing would be delivered through the development of the subject lands and requested that CSF collaborate with the Village to deliver this important community connection. The letter stated that while the Village realizes this is not a market, real estate development, it maintains that pedestrian trail connectivity, including the pedestrian bridge, are essential to the community and will further the Village's Safe Routes to School desires.

The CSF provided a response on May 4, 2021 advising that at this point, Ministry officials are unable to commit to amenity funding given the stage (Stage 2 – Concept Plan) where the CSF is with respect to the development of the construction project. They contend that once they move to a future stage (Stage 3 – Final Development/Budget Approval) opportunities open up to work collaboratively toward making a Business Case to the Province for this amenity.

**Planning Staff Comments:** *Planning Staff are satisfied with the proposed voluntary amenity contribution as presented in the correspondence, dated April 21, 2021, with the understanding that CSF is committed to working with the Village in future to develop details and costing for a pedestrian bridge over Pemberton Creek and working collaboratively toward its attainment. Staff recommend that the voluntary Community Amenity Contributions be secured through a Section 219 No Build Restrictive Covenant and that a Statutory Right-of-Way to provide public access to the community garden and trails linkages be prepared and submitted prior to adoption of the Bylaws.*

## **Cultural Values**

The subject property is located within the traditional territory of the Lil'wat Nation; however, according to Map D, there are no registered archaeology sites or spirited ground areas on the subject property. The Lil'wat Nation has not yet provided a response, but the application has been scheduled for review by the Land and Resources Committee.

The proposed school use will support French-first language elementary and secondary education which is guaranteed in British Columbia by s. 23 of the Canadian Charter of Rights and Freedoms (the “Charter”) and will provide a key cultural hub for the French speaking residents of Pemberton and the surrounding area.

***Planning Staff Comment:*** *The Village’s OCP, Section 5.3.1 directs the Village to provide safe, accessible and convenient facilities for artistic, cultural, academic, leisure and recreational expression, activities and learning.*

### **Development Permit Areas (Official Community Plan)**

Pursuant to the Village Official Community Plan (OCP), the subject property is located within Development Permit (DP) Areas No. 2 – Land Constraints (Floodplain) and No. 5 Intensive Residential, whereby the objectives are an effort to ensure that neighbourhoods embrace and accommodate a mix of residential densities to facilitate livable, cohesive and compatible neighbourhoods. Only the designation of DP Area No. 2 remains relevant.

***Planning Staff Comments:*** *As the requested amendment does not include any residential development, Map C – Development Permit Areas will need to be revised to remove the “Intensive Residential DP Designation” from the subject property. Civic, developments, which a school would be considered, are not subject to Form and Character DP Area guidelines under the Local Government Act.*

### **Environmental Considerations**

The applicants submitted an Environmental Fill Soil Investigation Report for the subject property conducted by PGL Environmental Consultants (PGL) in 2017. PGL was retained by Tiyata Developments Inc. at that time to assess fill from unknown sources that had been stored on the site. Soil samples from five (5) different areas (three (3) from stockpiles and two (2) from surface) were collected and tested for potential contaminants of concern. The results indicated that all samples contained less than the maximum applicable residential standard for the potential contaminants of concern.

***Development Services Staff Comment:*** *Staff are satisfied that there are no additional environmental considerations.*

### **Fire Protection**

The Fire Chief reviewed an early version of the concept plan for the application and made the following comments with respect to the proposed development:

- Strata Turnarounds – Fire apparatus turn around dimensions set by the International Fire Code need to be met at the terminus of both Strata Roads.
- Fire Lane Access - The school parking lot should be designed to be drive through and the school building should be as proximate as possible to the road or driveway.
- Hydrant locations will need to be reviewed.



**Staff Comment:** The Fire Chief has since reviewed a resubmission of the latest site plan and noted his concerns have been addressed.

## Site Servicing and Infrastructure

### Water

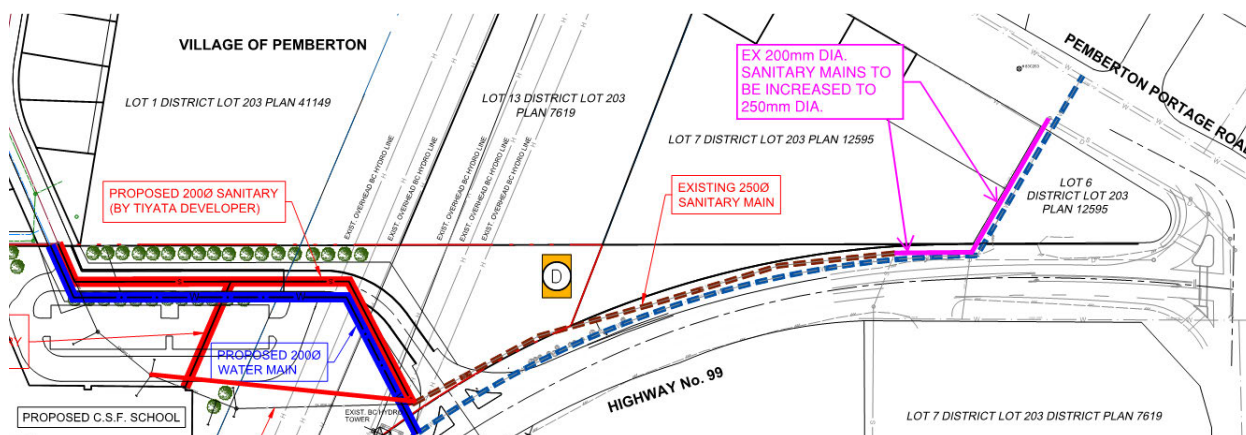
The Village's Consulting Engineer, ISL Engineering, has reviewed the development proposal and has confirmed in **Appendix F** that the capacity of water can be accommodated but that more information on irrigation demands is needed.

**Engineering Staff Comment:** It is recommended that a separate irrigation system that is not connected to the municipal water system is provided.

### Sanitary

In **Appendix F**, it has confirmed that the peak flow rate will be 9.5L/sec and that downstream sewers can generally accommodate this additional flow except for two 200mm diameter segments.

**Engineering Staff Comment:** Two segments of sanitary mains (total 95m) will require upsizing to 250mm diameter. Alternative alignments of the offsite sewers may also be considered.



Map D: LOCATION OF REQUIRED SANITARY UPGRADES

### Storm Management

A stormwater management plan has not been provided at this time however provisions for stormwater conveyance to receiving storm systems from the upland development (Tiyata) may need to be resolved.

**Engineering Staff Comments:** A comprehensive storm water management strategy, to the satisfaction of the Village, will be required before any redevelopment is permitted on the subject lands. Flood construction levels will need to be established for this site and flood protection works may be required as part of the development of this site.

Offsite Works and Services

Upon acceptance of the proposed offsite works and services, a detailed construction cost estimate will be required by the Village of Pemberton and will form the basis for the Servicing Agreement and any bonding requirements. The Developer will be required to enter into a Servicing Agreement with the Village of Pemberton for all site improvement works as outlined in the current *Subdivision and Development Control Bylaw*.

**Planning Staff Comment:** Staff recommend securing any off-site works and services through the registration of a Section 219 No Build Covenant.

Trail Connections

Proposed as part of the original phasing for Tiyata, the subject parcel included trail linkages from the subject parcel to the Valley Loop Trail and a pedestrian bridge over Pemberton Creek. In more recent trail planning, the Village approved the *Agricultural Parks Master Plan* in 2016 which proposes a commuter trail connecting the subject property to Lot 13 and beyond, as shown in the image below.



Map E: PROPOSED TRAIL CONNECTIONS ACROSS THE SUBJECT PROPERTY

Since this time, Staff have also submitted a funding application for a Park and Ride on Lot 13 in conjunction with the community garden and have obtained commitment from the Developer of Tiyata to build the portion of the commuter trail and a storm water swale across Lot 13. Staff have relayed the expectations of the trail linkage to the applicants, and they have agreed to provide these as part of their Community Amenity Contribution package.

***Staff Notes:*** *Staff recommend that the pedestrian and cycling trail links to the Valley Loop Trail, Creekside and Lot 13 be secured through a Section 219 No Build Restrictive Covenant and that Statutory Rights-of-Way to provide public access to these trail connections be prepared and submitted prior to adoption of the Bylaws.*

## **Traffic**

A key feature of the CSF school operations across the Province is the provision of well-developed school transportation plans featuring use of school bus services that transport the majority of students for their trip to and from school. Student drop-off and pickup by private automobile generally account for no more than 20% of the travel mode split. This is a fundamental difference for CSF schools and will serve to lessen the impact of the planned access driveway to Highway 99.

As noted above, the proponents retained Bunt & Associates Ltd. to prepare a transportation study that would not only ascertain the access, but also predict traffic volumes generated for the proposed development. In their review of an early version of the Bunt report, MOTI identified the following items requiring further review, including:

- (i) Pedestrian movement and facilities on the highway: MOTI wishes to see more discussion on this point, understanding any pedestrian facilities will need to be discussed with the Village of Pemberton;
- (ii) Management of Queuing: Considering the anticipated traffic accessing the site, MOTI has asked for an explanation of how queuing on the highway will be managed and mitigated, given schools typically have a condensed peak period;
- (iii) Access to adjacent parcels: If MOTI were to consider a full movement access for the school site, they have asked to see options for shared use of this access to allow entry to the adjacent Lots 7 and 3.

The final Bunt Transportation Study addressing these points has been prepared and sent to the Ministry of Transportation and Infrastructure for their continued review. The Village received a copy for our information.

***Staff Notes:*** *As mentioned earlier, it is the applicant's responsibility to gain approval from the Ministry of Transportation and Infrastructure for the design of the intersection and an access permit. The Ministry will consult with the Village of Pemberton in making this determination.*

## **REFERRAL AGENCY COMMENTS**

### **Lil'wat Nation**

The Lil'wat Nation has not yet provided comment.

### **Ministry of Transportation and Infrastructure (MOTI)**

Preliminary Bylaw Approval was received from MOTI on November 9, 2020 and is attached as **Appendix G**.

### **Ministry of Education**

The Ministry has communicated on November 5, 2020 that it is very supportive of the proposed amendment and CSF's plans to develop a new school. Their letter is attached as **Appendix H**.

### **Squamish-Lillooet Regional District (SLRD)**

No response received.

### **Pemberton Valley Dyking District (PVDD)**

The PVDD provided a response on November 9, 2020 indicating that the property is above the 200-year flood level and is protected by a Pemberton Creek Dike which is listed in fair condition; however it is the developer's responsibility to perform any due diligence required. The PVDD requested further consultation through the design process to ensure proper site planning for drainage and maintenance of dike access. Their letter is attached as **Appendix I**.

**Staff Notes:** *Village Staff may consult the PVDD when a Stormwater Management Plan is submitted. The project will not require any Development Permit approval, but drainage will be addressed at the time of Building Permit.*

### **CN Rail**

CN Rail did not provide a response.

### **BC Hydro**

BC Hydro sent preliminary correspondence on December 17, 2020 noting that initial review indicates the proposal may be feasible from their perspective. Additional design details are required before BC Hydro will be able to provide further comment. Their letter is attached as **Appendix J**.

**Staff Notes:** *The applicants will be required to obtain the necessary permits from BC Hydro to build within their Right of Way. The details requested by BC Hydro are the responsibility of the applicants and will be required to be submitted at the design stage.*

## **Sea to Sky School District #48**

No response received.

## **Pemberton and District Chamber of Commerce**

The Chamber provided supportive comments on November 13, 2020. Their letter is attached as **Appendix K**.

## **Advisory Land Use Commission**

The Village's Advisory Land Use Commission (ALUC) met on November 30, 2020 to review the OCP and Zoning Bylaw Amendment, OR#131 - École de la Vallée, application and give feedback

on the overall development concept. Commission members asked questions regarding termination of existing Tiyata development roads, safe pedestrian access from nearby neighbourhoods and the proposed use of the land under the hydro lines. The applicant, Craig Burns, noted that some of these questions would be answered at design stage. The ALUC passed the following resolution:

*Moved/Seconded*

**THAT** the Advisory Land Use Commission recommends to Council that the application for Official Community Plan amendment and rezoning for the property known as the portion of the Tiyata development that fronts Highway 99 be supported subject to further civil consultancy design guidelines regarding:

- the discrepancy between road terminations on Figures 2 and 3;
- pedestrian travel and access safety;
- Highway 99 speed limits, subject to Ministry of Transportation and Infrastructure guidelines; and
- general review and direction from Ministry of Transportation and Infrastructure.

**CARRIED**

**Staff Note:** The ALUC reviewed an early iteration of the Conceptual Site Plan, which has since been revised to address their comments. The minutes of the meeting are attached as **Appendix L**.

## **Developer Led Public Open House**

The Applicants held a Public Information Meeting via ZOOM on November 12, 2020 to obtain input from the community around the proposed OCP and Zoning Bylaw amendment. Forty-nine people attended and support was expressed, with zero persons raising objections to the proposed land use change. Those who attended were mainly interested in understanding the timing of the build, the design of the proposed access, the rezoning process and the ultimate capacity of the school. The results of the meeting are attached as **Appendix M**.

**Staff Note:** Staff are satisfied that the Applicants held a very informative Public Information Meeting and that the information was received positively from those in attendance.



## **PROPOSED BYLAWS**

Bylaws have been prepared to amend the Official Community Plan (OCP) Bylaw No. 654, 2011 to replace Section 6.1 “Tiyata Special Planning Area” in its entirety to incorporate text amendments that support the development of a public school within the Tiyata Special Planning Area Designation and to redesignate the subject property from Residential to Civic & Institutional and to amend Zoning Bylaw No. 832, 2018, Section 18.5: Comprehensive Development Zone 5 – Tiyata at Pemberton (CD-5) to rename the Areas and permit within [Sub] Area 5 a public school on the subject property.

At this time, Planning Staff are introducing for Council’s consideration OCP Amendment Bylaw No. 902, 2021 and Zoning Amendment Bylaw No. 903, 2021, for First and Second Reading and the scheduling of a Public Hearing date. The proposed Bylaws are attached as **Appendix A and B**.

## **COMMUNICATIONS**

Subject to Section 464 of the *Local Government Act*, a Public Hearing must be held for both OCP and the Zoning Amendment Bylaws, after First Reading of the bylaws and before Third Reading. Notice of the Public Hearing will be given as per s. 466 of the *LGA [RSBC 2015]*.

## **LEGAL CONSIDERATIONS**

The processing of an OCP Amendment and Rezoning application is regulated by various sections contained in Part 14 of the *LGA [RSBC 2015]* and by the Village’s Development Procedures Bylaw 889, 2020, as amended from time to time.

## **IMPACT ON BUDGET & STAFFING**

The research and preparation of this report is a component of the daily work undertaken by the Development Services Department. All costs associated with the processing of this application,

including staff time, are recoverable from the applicant’s fees as per the Village of Pemberton Development Procedures Bylaw 887, 2020, as amended from time to time.

## **INTERDEPARTMENTAL IMPACT & APPROVAL**

There is no interdepartmental impact or approvals required respecting the processing of this application as it is a function of the Development Services Department.

## **OPTIONS/NEXT STEPS**

The following options are provided for Council’s consideration:

Option 1: Council gives the Bylaws First and Second Readings, schedules a Public Hearing and resolves that adoption only be considered upon the Owner’s completion of the following requirements:

1. Enter into a Section 219 restrictive covenant prohibiting issuance of any building permit or the use of any portion of the site as a school until the following amenities, works, and services have been constructed to the satisfaction of the Village, or the Owner has entered into a Servicing Agreement or other acceptable form and posted a security to complete the following:
  - a. Community garden and parking area;
  - b. Pedestrian and cycling trail links to the Valley Loop Trail, Lot 13 and Pemberton Creek crossing;
  - c. Road connection between CSF and Tiyata Strata for use as emergency access/exit;
  - d. Construction and registration of a hammerhead at the north-west corner of the site for the vehicle circulation at the terminus of Tiyata Boulevard;
  - e. Off-site sanitary sewer upgrades as determined by the Village Engineer.
2. Prepare and submit in a registrable form, Statutory Rights-of-Way to provide public access as follows:
  - a. Community (public) use of the community garden area
  - b. Pedestrian and cycling trail links to the Valley Loop Trail, Lot 13 and the Pemberton Creek crossing
  - c. Road connection between CSF and Tiyata Strata for use as emergency access/exit
  - d. Construction and registration of a hammerhead at the north-west corner of the site for the vehicle circulation at the terminus of Tiyata Boulevard.
3. Payment of any outstanding processing fees as per Development Procedures Bylaw No. 887, 2020.

Option 2: Council gives the Bylaws First Reading only at this time and withhold Second Reading and the scheduling of a Public Hearing until the Applicants provide additional information, as itemized by Council.

Option 3: Council may refuse the application.

Option 4: Council may provide another option.

### **RECOMMENDATIONS**

**THAT** Official Community Plan Bylaw No. 654 (Tiyata - École de la Vallée) Amendment Bylaw No. 902, 2021 be given First and Second Reading;

**THAT** Zoning Bylaw No. 466, 2001, Amendment (Tiyata - École de la Vallée) Bylaw No. 903, 2021 be given First and Second Reading;

**AND THAT** Adoption only be considered upon the Owner's completion of the following requirements:

1. Enter into a Section 219 restrictive covenant prohibiting issuance of any building permit or the use of any portion of the site as a school until the following amenities, works, and services have been constructed to the satisfaction of the Village, or the Owner has entered

into a Servicing Agreement or other acceptable form and posted a security to complete the following:

- a) Community garden and parking area;
- b) Pedestrian and cycling trail links to the Valley Loop Trail, Lot 13 and Pemberton Creek crossing;
- c) Road connection between CSF and Tiyata Strata for use as emergency access/exit;
- d) Construction and registration of a hammerhead at the north-west corner of the site for the vehicle circulation at the terminus of Tiyata Boulevard;
- e) Off-site sanitary sewer upgrades as determined by the Village Engineer.

2. Prepare and submit in a registrable form, Statutory Rights-of-Way to provide public access as follows:

- a) Community (public) use of the community garden area
- b) Pedestrian and cycling trail links to the Valley Loop Trail, Lot 13 and the Pemberton Creek crossing
- c) Road connection between CSF and Tiyata Strata for use as emergency access/exit
- d) Construction and registration of a hammerhead at the north-west corner of the site for the vehicle circulation at the terminus of Tiyata Boulevard.

3. Payment of any outstanding processing fees as per Development Procedures Bylaw No. 887, 2020.

**AND THAT** Staff be directed to schedule a concurrent Public Hearing for Official Community Plan Bylaw No. 654 (Tiyata - École de la Vallée) Amendment Bylaw No. 902, 2021 and Zoning Bylaw No. 466, 2001, Amendment (Tiyata - École de la Vallée) Bylaw No. 903, 2021 on Tuesday July 13, 2021 at 5:30 pm.

**Attachments:**

- Appendix A:** Official Community Plan Bylaw No. 654 (Tiyata - École de la Vallée) Amendment Bylaw No. 902, 2021
- Appendix B:** Zoning Bylaw No. 466, 2001, Amendment (Tiyata - École de la Vallée) Bylaw No. 903, 2021
- Appendix C:** Subject Property Map
- Appendix D:** CSF Present Catchment Area
- Appendix E:** CSF Amenity Package Letter, Apr 16, 2021
- Appendix F:** ISL Correspondence, Jan 8, 2021
- Appendix G:** MOTI Initial Referral Response, Nov 9, 2020
- Appendix H:** Ministry of Education Referral Response, Nov 5, 2020
- Appendix I:** PVDD Referral Response, Nov 9, 2020
- Appendix J:** BC Hydro Initial Referral Response, Dec 17, 2020
- Appendix K:** Chamber of Commerce Referral Response, Nov 13, 2020
- Appendix L:** ALUC Minutes, Nov 30, 2020
- Appendix M:** Public Consultation Results, Nov 12, 2020

Submitted by:	Lisa Pedrini, Manager of Development Services Cameron Chalmers, Village Consulting Planner
CAO Approval by:	Nikki Gilmore, Chief Administrative Officer

## VILLAGE OF PEMBERTON

## BYLAW NO. 902, 2021

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**Being a bylaw to amend the Village of Pemberton Official Community Plan Designation Bylaw No. 654, 2011**

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**WHEREAS** the Council may amend its Official Community Plan from time to time;

**AND WHEREAS** the Council of the Village of Pemberton deems it desirable to amend the Official Community Plan to accommodate institutional use within the Tiyata at Pemberton Neighbourhood;

**NOW THEREFORE** the Council of the Corporation of the Village of Pemberton in open meeting assembled **ENACTS AS FOLLOWS:**

**1. CITATION**

This Bylaw may be cited for all purposes as “Official Community Plan Amendment (Tiyata - École de la Vallée) Bylaw No. 902, 2021.”

**2. Village of Pemberton Official Community Plan Designation Bylaw No. 654, 2011 is amended by:**

- (a) Deleting “Section 6.1 Special Planning Area (Tiyata at Pemberton)”, and replacing with “Section 6.1 Special Planning Area (Tiyata at Pemberton)” as attached as Schedule 1 of this Bylaw;
- (b) Amending Map “B” **Land Use Designations** to remove the Residential Designation from Lot 3, DL 203, Plan 12807, LLD and replace with the Civic and Institutional Designation in accordance with Schedule 2 of this Bylaw;
- (c) Amending Map “C” **Development Permit Areas** to remove the “Intensive Residential” Designation from Lot 3, DL 203, Plan 12807, LLD, in accordance with Schedule 3 of this Bylaw.

**READ A FIRST TIME** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**READ A SECOND TIME** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**NOTICE OF PUBLIC HEARING FOR VILLAGE OF PEMBERTON OFFICIAL  
COMMUNITY PLAN AMENDMENT BYLAW (Tiyata - École de la Vallée) NO. 902,  
2021 WAS PUBLISHED IN THE Pique Newsmagazine on \_\_\_\_\_ AND  
\_\_\_\_\_.**

**PUBLIC HEARING HELD** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**READ A THIRD TIME** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mike Richman  
Mayor

\_\_\_\_\_  
Sheena Fraser  
Corporate Officer



## Schedule 1

Official Community Plan Amendment (Tiyata - École de la Vallée) Bylaw No. 902, 2021

### ***Special Planning Area (Tiyata)***

#### **1.0 Background**

The **Tiyata at Pemberton** (Neighbourhood) is located within the heart of the Village of Pemberton. The lands subject to this ***Special Planning Area*** fall within the CN Rail line, Signal Hill Elementary School, Highway 99, and Pemberton Creek. A small portion of the lands lies west of Pemberton Creek.

The lands comprise an 8.9 hectare site and other than the presence of the creek, the lands exhibit no significant physical features. The relatively flat site is within the Lillooet River flood plain and the Pemberton Creek flood protection area.

The Neighbourhood has been designated as a ***Special Planning Area*** because of the significant opportunity to plan and design a new neighbourhood within the Village in a comprehensive manner respecting Smart Growth and sustainability principles. The project presents a unique opportunity as a significant and considerable tract of land within the centre of the community that is able to accommodate a variety of complementary land uses.

#### **2.0 Neighbourhood Vision**

The vision for the Tiyata at Pemberton Neighbourhood is to create a sustainable development that offers compact housing catering to a range of incomes and ages, parklands and institutional uses. The residents will have easy access to places of work, shopping, educational facilities and community amenities.

#### **3.0 Land Use Framework**

The **Tiyata at Pemberton Neighbourhood** will be developed generally in accordance with a land use framework shown in Map B and contain residential, institutional, office and recreational park land uses. The residential densities for the development comprise approximately 100-120 units which will be linked internally and externally by a trail and sidewalk network. The development's residential land uses, proximity to downtown, schools, childcare centres, community recreational facilities, and pedestrian network ensures that it will be a "walkable" neighbourhood.

The Neighbourhood will have two main community gathering points; one within the school/community hub in the south-end of the neighbourhood and the other at a public park located along Pemberton Creek. The school/community hub will be aimed at kindergarten to Grade 12 (K-12) students and incorporate much needed childcare spaces and a community garden.

The commercial/office use will be at the main entrance providing a transition between downtown and the neighbourhood. For those uses adjacent to the CN Rail right of way, setbacks will be integrated into the buildings and site design. The lower density single family and duplex lots with parkland and trail corridors will comprise the majority of the residential development. These lots will respect provincial requirements for riparian setbacks.

The Neighbourhood will consist of the following components:

- a total of approximately 100-120 dwelling units consisting of small lot single family, duplex dwelling lots and apartments;
- a three-storey K-12 school and playing fields;
- daycare and after-school care spaces;
- 2,230 square meters of commercial/office floor space;
- greater than 5% of the site for park land, including a community garden; and
- a connecting trail network.

#### **4.0 Circulation Systems**

The northern (residential) portion of the neighbourhood is served by a new local road accessed from Portage Road. The southern (school use) portion of the neighbourhood will be accessed directly from Highway 99, an access which will also serve as an emergency exit for the residential neighbourhood. The trail network will feature a trail along the dike and under the BC Hydro transmission lines connecting the neighbourhood to the Community Centre on Portage Road. Internal trails will also be provided linking various parts of the neighbourhood.

The Plan for the Neighbourhood has accommodated the possibility for a future vehicular and pedestrian crossing of the rail line by protecting a road right of way, however such a crossing will not materialize without the permission of the rail operations.

#### **5.0 Infrastructure and Services**

The Neighbourhood will be serviced with municipal water and sewer in accordance with Village standards. Stormwater will apply best practices in reducing the amount of flow that enters Pemberton Creek.

The upgrading of any off-site infrastructure to service the neighbourhood will be the subject of further technical studies.

Any street lighting shall be dark sky friendly.

#### **6.0 Flood Protection and Riparian Setbacks**

The **Tiyata at Pemberton Neighbourhood** is situated on the valley bottom and therefore lies within the Pemberton Creek alluvial fan and the Lillooet River floodplain. The property is protected by the Pemberton Creek Dike, which is a provincially regulated dike maintained by the Pemberton Valley Diking District. In a 2018 Floodplain Mapping Study this dike was listed in Fair Condition. The area is above the 200 year flood level as modelled in the 2018 Study. All habitable space within any building will need to be constructed to the established flood control elevations.

The project is subject the Riparian Areas Regulation. An assessment has been completed by a certified environmental professional whereby the Streamside Protection and Enhancement Area (SPEA) has been delineated as 15 metres. Although the proposed building envelopes will not be within the 15 meter setback, development parcels may be within the delineated Streamside Protection and Enhancement Area.

#### **7.0 Community Amenities**

As noted previously, the **Tiyata at Pemberton Neighbourhood** will contain a number of elements that the overall community will benefit from including:

- parkland dedications in excess of the 5% requirement;
- neighbourhood park improvements;
- neighbourhood trail construction, including a dike trail;
- school drop off improvements benefitting Signal Hill Elementary;
- community use of the K-12 School Facilities including day-care and after school care;
- a pedestrian bridge crossing linking the dike trail and the Creekside townhouse site; and
- a community garden.

## **8.0 Sustainability Initiatives**

The **Tiyata at Pemberton Neighbourhood** has been designed with a number of features that respect to accommodate a number of sustainability principles including:

- central community meeting areas both passive and active in scope;
- community garden for growing food and building community;
- a trail connecting the neighbourhood with Signal Hill Elementary School;
- a variety and choice of housing opportunities;
- a walkable neighbourhood with a variety of pedestrian options; and
- opportunities for learning and long term employment.

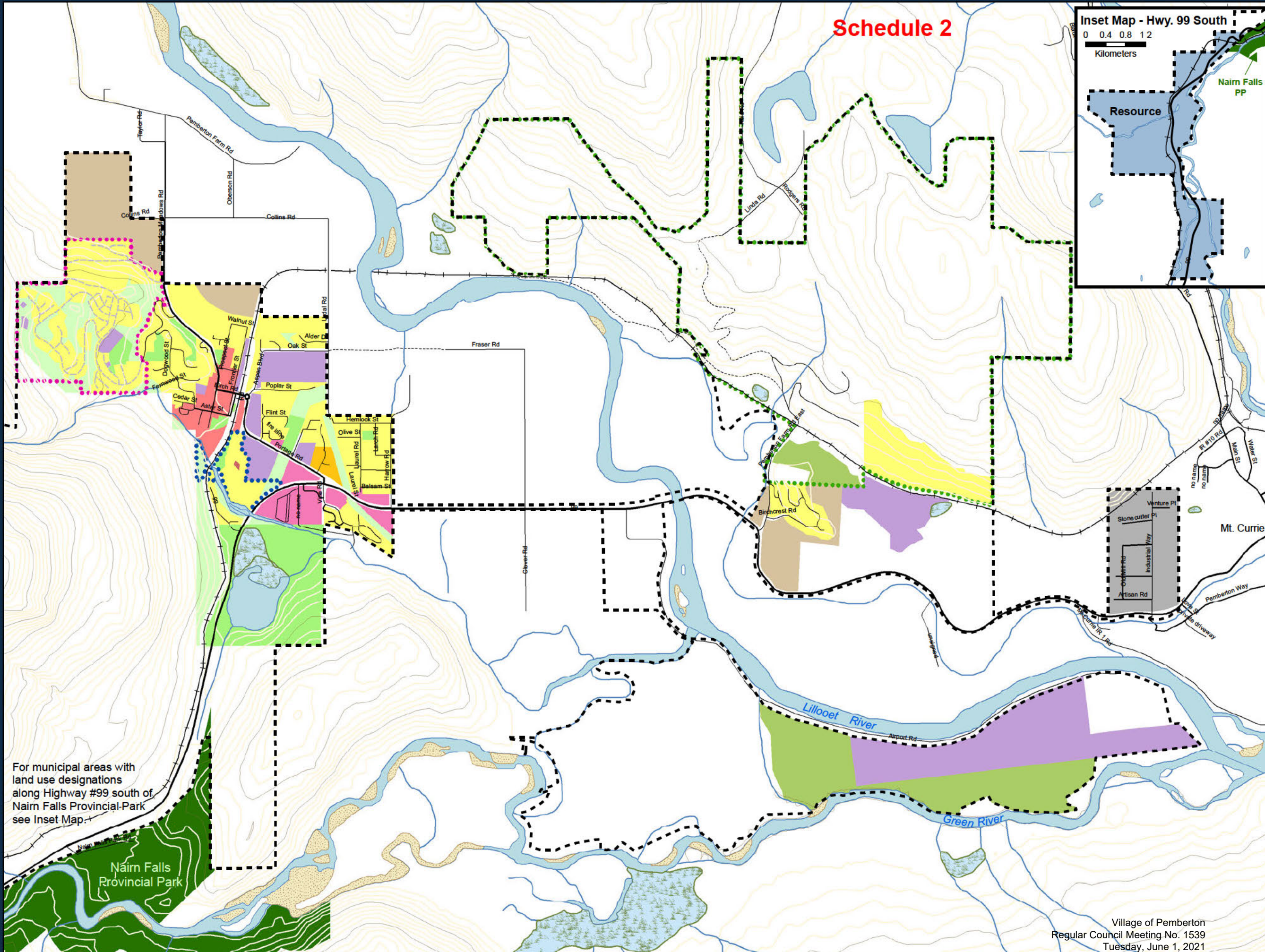
There are a number of other sustainability opportunities that will be secured through the development approval process including:

- diversity of tenures;
- attractive streetscape;
- universal access;
- commitment to ongoing community participation;
- green building best practices such as grey water reuse, water reduction appliances, the stormwater management, heat island reduction, permeable pavement, solar exposure; and
- flexibility in unit design to allow people to age in place.

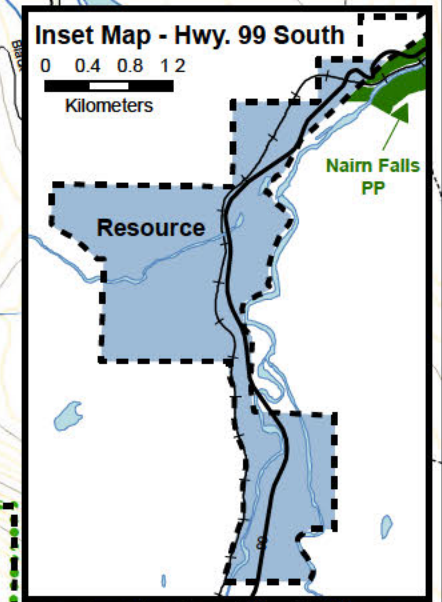


Map B  
Land Use  
Designations

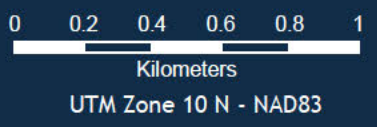
- Legend**
- Village Boundary
  - Provincial Park
  - Land Use Designations**
  - Agricultural
  - Civic and Institutional
  - Downtown
  - Gateway
  - Portage Road
  - Neighbourhood Commercial
  - Employment and Industrial
  - Open Space and Greenways
  - Public Parks
  - Recreation
  - Residential
  - Resource
  - Special Planning Areas**
  - Benchlands Special Planning Area
  - Hillside Special Planning Area
  - Tiyata Special Planning Area
  - Transportation**
  - Highway
  - Arterial Road
  - Local Road
  - Resource Road
  - Proposed Road
  - Railway
  - Hydrography**
  - Lake/River
  - Wetland
  - Sand/Gravel Bar
  - River/Stream - Definite
  - River/Stream - Indefinite
  - Elevation Contour**
  - Index Contour (100m)
  - Intermediate Contour (20m)



**Schedule 2**



For municipal areas with land use designations along Highway #99 south of Naim Falls Provincial Park see Inset Map.



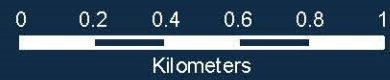
This map was produced for the Village of Pemberton. December 2014



Map C  
Development  
Permit Areas

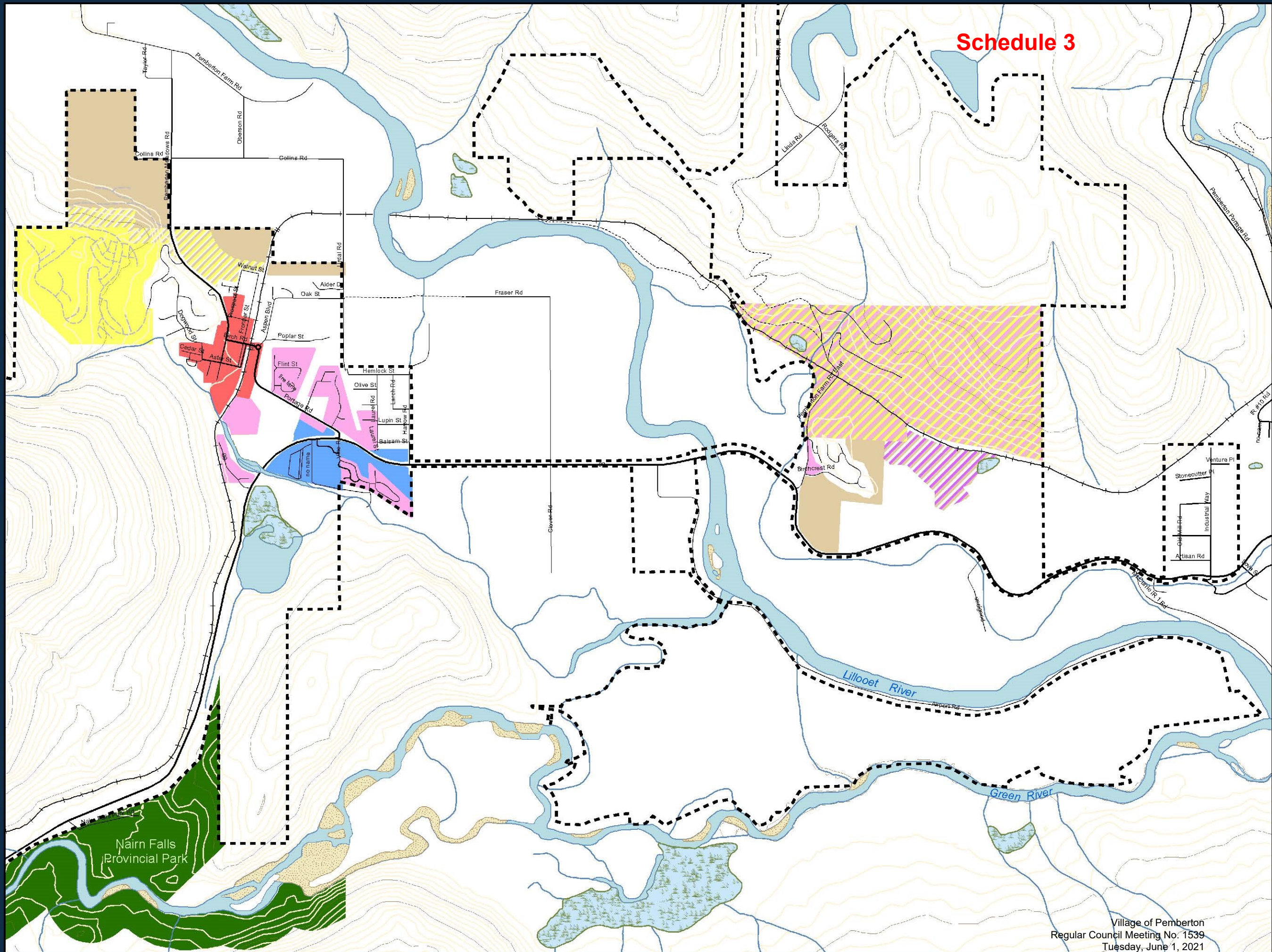
**Legend**

- Village Boundary
- Provincial Park
- Development Permit Areas**
- Enhancement of Agriculture
- Downtown
- Intensive Residential
- Multi-Family/Commercial
- Gateway
- Overlap of Residential and Enhancement of Agriculture
- Overlap of Enhancement of Agriculture, Residential, and Multi-Family/Commercial
- Overlap of Educational Campus and Enhancement of Agriculture
- Transportation**
- Highway
- Arterial Road
- Local Road
- Resource Road
- Proposed Road
- Railway
- Hydrography**
- Lake/River
- Wetland
- Sand/Gravel Bar
- River/Stream - Definite
- River/Stream - Indefinite
- Elevation Contour**
- Index Contour (100m)
- Intermediate Contour (20m)



UTM Zone 10 N - NAD83

This map was produced for the  
Village of Pemberton.  
December 2014



Schedule 3



**VILLAGE OF PEMBERTON  
BYLAW No. 903, 2021**

---

**Being a bylaw to amend the Village of Pemberton Zoning Bylaw No. 832, 2018**

---

**WHEREAS** the Council may amend its Zoning Bylaw from time to time;

**AND WHEREAS** the Council of the Village of Pemberton deems it necessary to amend the Zoning Bylaw to revise the Comprehensive Development 5 (CD-5) Zone to accommodate a new school use within the Tiyata at Pemberton Neighbourhood;

**NOW THEREFORE** the Council of the Village of Pemberton in open meeting assembled **ENACTS AS FOLLOWS:**

**CITATION**

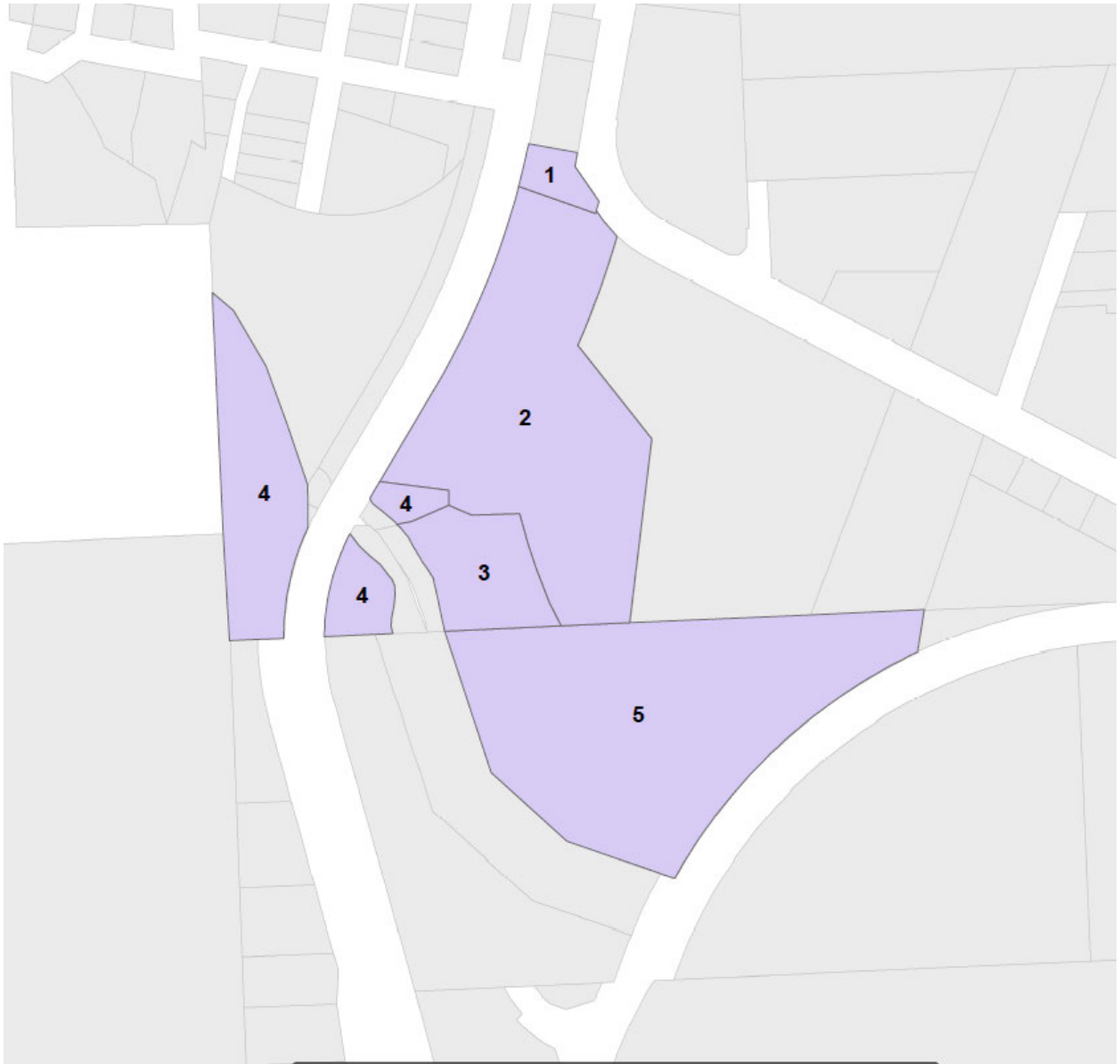
This Bylaw may be cited for all purposes as “Zoning Amendment (Tiyata - École de la Vallée) Bylaw No. 903, 2021”.

**1. VILLAGE OF PEMBERTON ZONING BYLAW NO. 832, 2018 IS AMENDED AS FOLLOWS:**

That Section 18.5. **CD-5: Comprehensive Development Zone 5 (Tiyata at Pemberton)** be deleted in its entirety and replaced with the following:

The intent of the CD-5 Zone is to recognize a comprehensively planned area called Tiyata at Pemberton which includes compact housing, a public school, a limited amount of commercial and office floor space, active and passive park land and a trail network. Covenants have been registered on the lands to further guide the development of the area.

The regulations in the tables in this section apply to land in the Comprehensive Development 5 (Tiyata at Pemberton) Zone, as indicated by the column headings. For purposes of regulation, the area within the boundary of the CD-5 Zone is divided into five (5) separate areas labelled as Area 1 through Area 5 inclusive while the location of each separate area is identified below. Each area boundary within the CD-5 Zone shall be considered a *zone* boundary for the purposes of this Bylaw and separate regulations shall apply to each area as contained in this section.



### 18.5.1 Permitted Uses of Land, Buildings and Structures

(a) The following *uses, buildings and structures* and no others shall be permitted within the CD-5 (Tiyata at Pemberton) Zone:

	Area 1	Area 2	Area 3	Area 4	Area 5
<b>i. Principal Uses of Land, Buildings and Structures</b>					
<i>Detached Dwelling</i>		•	•		
<i>Duplex</i>		•	•		
<i>Apartment</i> <small>(subject to Conditions of Use)</small>	•				
<i>Business and Professional Office</i>	•				
<i>Personal Service Establishment</i>	•				
<i>Park</i>	•	•	•	•	•
<i>Assembly</i>	•			•	•
<i>School</i>					•
<b>ii. Accessory Uses of Land, Buildings and Structures</b>					
<i>Uses accessory to Principal Uses</i>	•	•	•	•	•
<i>Home Occupation</i>	•	•	•		
<i>Child Care Centre</i>					•

## 18.5.2 Density of Permitted Uses, Buildings and Structures

(a) All *uses, buildings and structures* in the CD-5 (Tiyata at Pemberton) Zone shall comply with the following regulations regarding size, siting, density and lot size.

	Area 1	Area 2	Area 3	Area 4	Area 5
<b>Maximum Lot Coverage</b>					
<i>Detached Dwelling</i>		50%	50%		
<i>Duplex</i>		50%	50%		
<i>Apartment</i>	50%				
<i>Commercial</i>	50%				
<i>Assembly</i>	50%				
<i>School</i>					50%
<b>Maximum Floor Area Ratio (FAR)</b>					
<i>Detached Dwelling</i>		GFA of 238 m <sup>2</sup> or FAR of 0.5 whichever is less	GFA of 238 m <sup>2</sup> or FAR of 0.5 whichever is less		
<i>Duplex</i>		GFA of 280 m <sup>2</sup> or FAR of 0.5 whichever is less	GFA of 280 m <sup>2</sup> or FAR of 0.5 whichever is less		
<i>Apartment</i>					
<i>Commercial</i>	1.5				
<i>Assembly</i>	1.5				
<i>School</i>					
<b>Maximum Unit Size (m<sup>2</sup>)</b>					
<i>Detached Dwelling</i>		GFA of 275 m <sup>2</sup> or FAR of 0.5 whichever is less	GFA of 275m <sup>2</sup> or FAR of 0.5 whichever is less		
<i>Duplex</i> (Total both units)		GFA of 325 m <sup>2</sup> or FAR of 0.5 whichever is less	GFA of 375 m <sup>2</sup> or FAR of 0.5 whichever is less		
<i>Apartment</i>	95				

	<b>Area 1</b>	<b>Area 2</b>	<b>Area 3</b>	<b>Area 4</b>	<b>Area 5</b>
<b>Maximum Number of Dwelling Units</b>	12	80	20		
<b>Maximum Amount of Commercial Floor Area</b>	2,230 m <sup>2</sup>				
<b>Maximum Building Height (meters / storeys)</b>					
<i>Detached Dwelling</i>		9 m	9 m		
Duplex		9 m	9 m		
<i>Apartment</i>	17 m / 4 storeys				
<i>Commercial, See 18.5.3. (b) ii.</i>	17 m / 4 storeys				
<i>Assembly</i>	17 m / 4 storeys				
<i>School</i>					3 storeys
<b>Minimum Building Setbacks (m)</b>					
Front	6	6	6		5
Rear	7.5	7.5	7.5		3
Side, See 18.5.2. (b) v. & vi. for residential use	3.0	1.6	1.6		3
<b>Minimum Lot Size (m<sup>2</sup>)</b>					
<i>Detached Dwelling</i>		350	350		
Corner Lot		375	375		
<i>Duplex</i>		465	465		
<i>School</i>					40,994
<b>Maximum Lot Size (m<sup>2</sup>)</b>					
<i>Detached Dwelling</i>		465	465		
<i>Duplex</i>		558	558		
<b>Accessory Buildings</b>					
<i>Maximum Floor Area</i>	10 m <sup>2</sup>	10 m <sup>2</sup>	10 m <sup>2</sup>		
<i>Maximum Height</i>	2.7 m	2.7 m	2.7 m		
<i>Minimum Front Yard Setbacks</i>	6 m	6 m	6 m		
<i>Minimum Rear Yard Setbacks</i>	1.5 m	1.5 m	1.5 m		
<i>Minimum Side Yard Setbacks</i>	1.5 m	1.5 m	1.5 m		

(b) **Conditions of Use:** All residential uses, buildings and structures in the CD-5 (Tiyata at Pemberton) Zone must comply with the following additional Conditions of Use:



- i. An *apartment* use shall be located above a ground storey *commercial* or *assembly* use and shall comply with the regulations contained within this Bylaw.
- ii. For the purpose of this section, a *commercial* use includes a *building* that is occupied with a business and professional office or *personal service establishment* and may contain *residential* uses above the ground storey subject to the provisions of this Zone.
- iii. any portion of the *garage* for a *detached dwelling* that exceeds thirty-seven (37) square meters shall be included in the calculation of *floor area*, in addition to the maximum area permitted for *accessory buildings*.
- iv. any portion of the *garage* for a *duplex* residential dwelling that exceeds forty-five (45) square meters shall be included in the calculation of *floor area*, in addition to the maximum area permitted for *accessory buildings*.
- v. The *side yard setback* of a *detached dwelling* may be reduced to 1.2 m whereby a certified professional confirms that snow will not shed from the roof of the dwelling onto adjacent properties.
- vi. The side yard setback of the *garage* may be reduced to 0.6 m whereby a certified professional confirms that snow will not shed from the garage roof onto adjacent properties.

### **18.5.3 Off-Street Parking and Loading**

- (a) Off-street parking and loading shall be provided in accordance with the requirements of this Bylaw.
- (b) Notwithstanding Section 18.5.4(a) the off-street parking requirements for the following uses shall be as follows:
  - i. *Apartment*: 1.25 space per unit plus an additional 0.25 space per unit for Visitor Parking
  - ii. *Commercial Use*: One (1) space per 37 square meters of *gross floor area*
  - iii. *Business and Professional Office Use*: One (1) space per 37 square meters of gross floor area
  - iv. *School Use*: Refer to Section 8.6 Civic, Institution and Recreation Parking Requirements

### **18.5.4 Definitions**

- (a) For the purpose of the CD-5 zone, the following definitions shall apply:
  - i. *Apartment* shall mean three or more individual dwelling units on a lot where each dwelling unit has its principal access from an entrance or hallway common to at least two other dwelling units on the same storey.
  - ii. *School Use* shall include before and after school care.

**READ A FIRST TIME** this \_\_\_ day of \_\_\_\_\_, 2021.

**READ A SECOND TIME** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**NOTICE OF PUBLIC HEARING** for Village of Pemberton Zoning Bylaw No. 832, 2018, Amendment (Tiyata - École de la Vallée) Bylaw No. 903, 2021 was **PUBLISHED IN THE PIQUE NEWSMAGAZINE** on \_\_\_\_\_ and on \_\_\_\_\_.

**READ A THIRD TIME** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED BY THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE ON** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

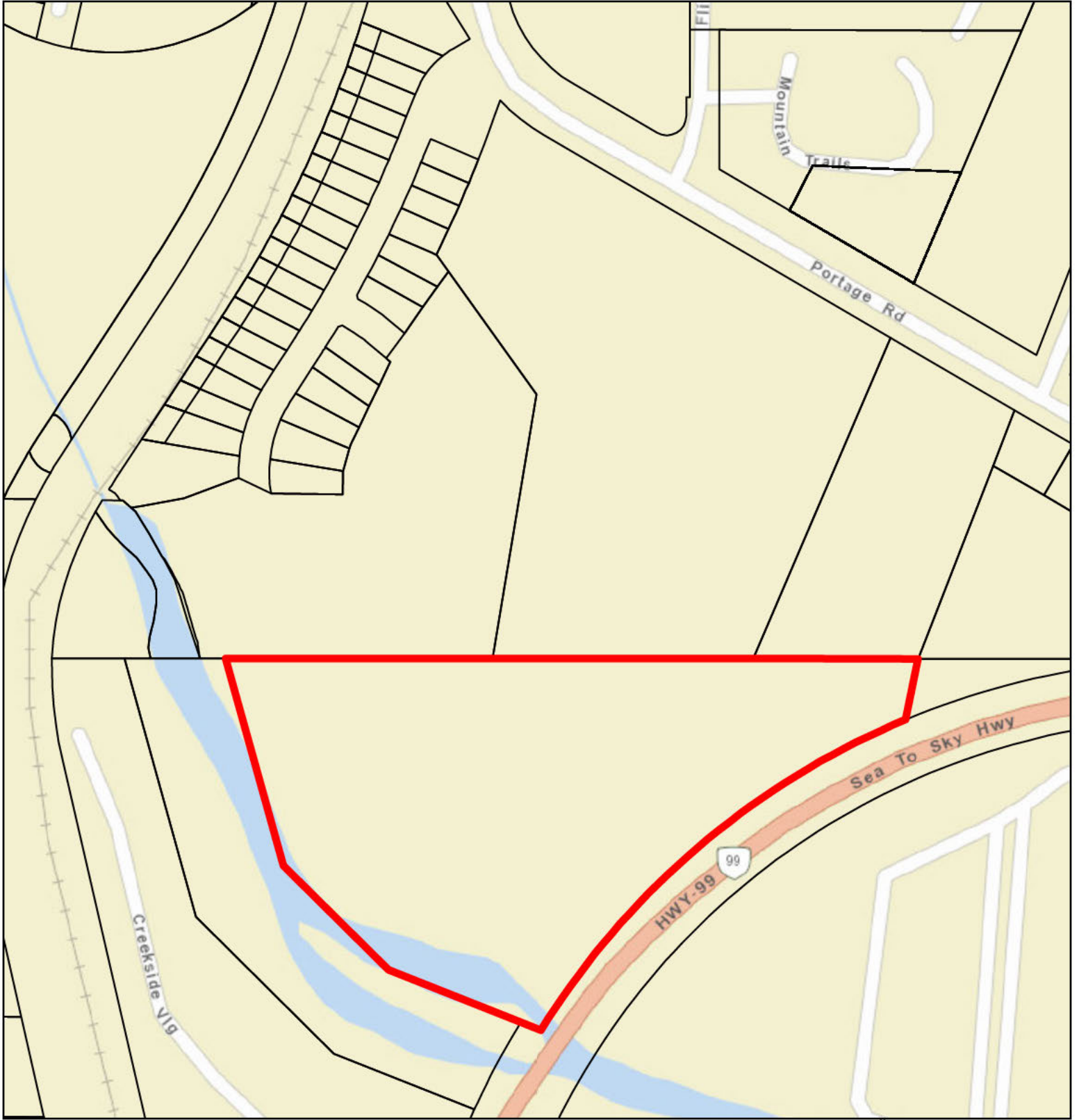
**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mike Richman  
Mayor

\_\_\_\_\_  
Sheena Fraser  
Corporate Officer

# Location Map

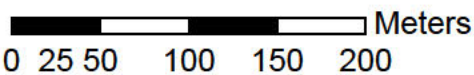
APPENDIX C



## Legend

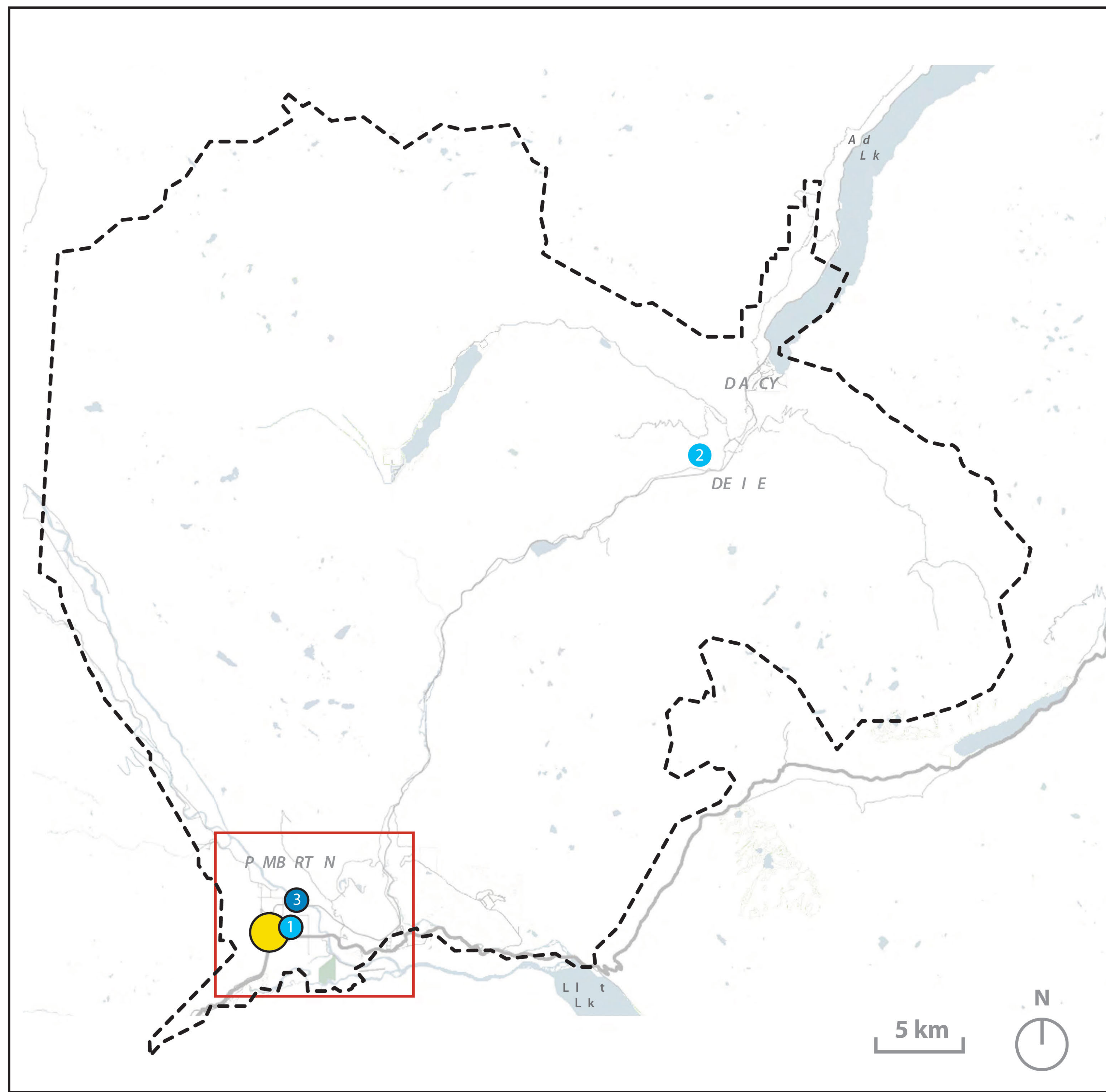
 Subject Property

Lot 3 DL 203 LLD Plan 1287

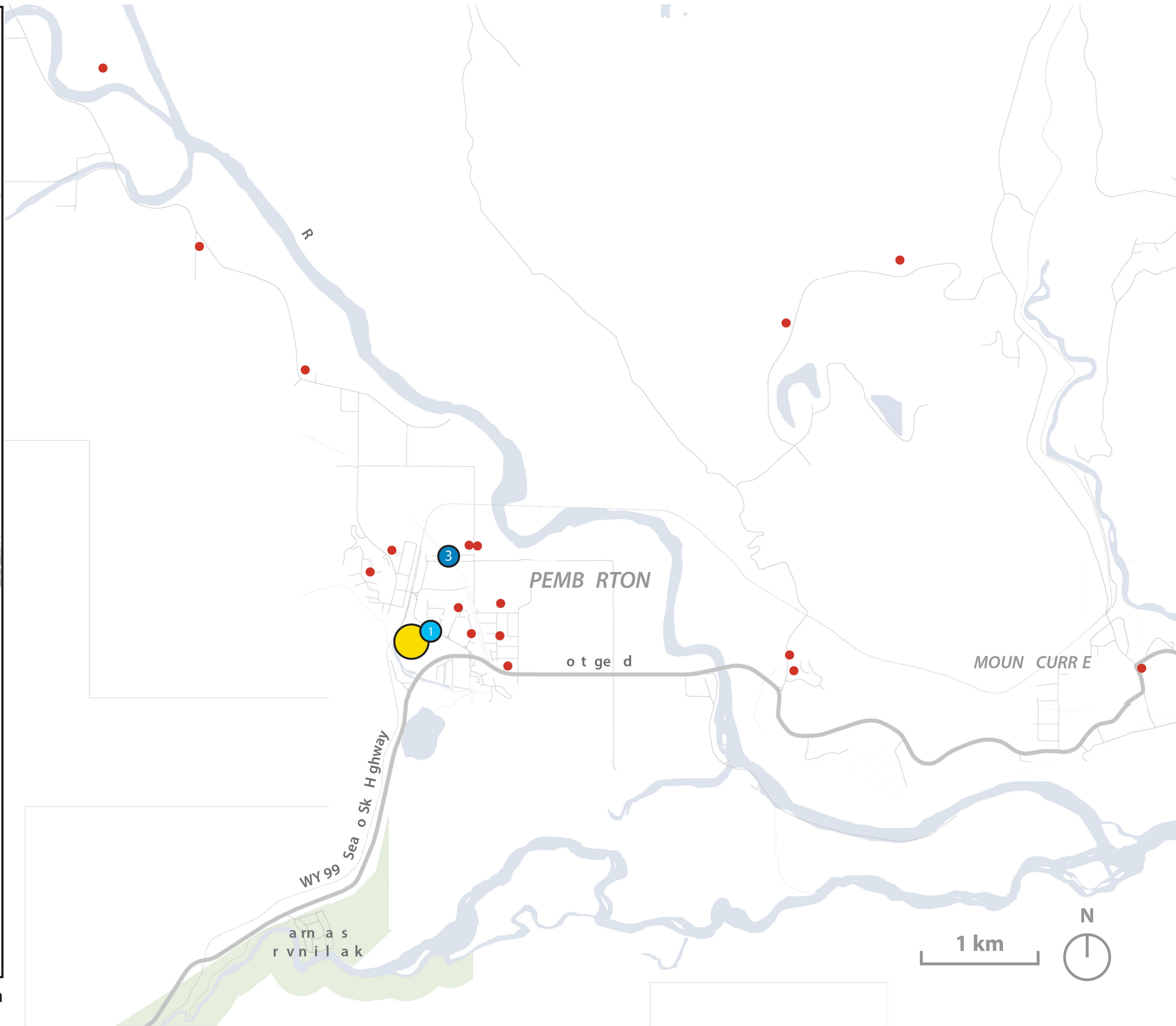




# APPENDIX D




Ca chm nt Ar a



## Core Ca chment area of École élémentaire de la Vallée de Pemberton

 École élémentaire de la Vallée de Pemberton  
110 Prage Road Pemberton BC V0N 1L0

 Address of the elementary school in Pemberton as of 201/013 School Year

 Elementary school catchment area

 S 48 English elementary schools

 S 48 English secondary schools

 English home schooling families

 1 i n a H i E e m e n a y  
1 P t R d P b t

 2 B a k w t e C r e k I m n a y  
6 7 P t R d D i

 3 P m b e r t o n e o n d r y  
4 0 0 S t P b t





April 16<sup>th</sup> 2021

**Attn:** Lisa Pedrini, Development Services Department, Village of Pemberton  
lpedrini@pemberton.ca

**Cc:**

Simon Couture, CSF (SD93), Acting Secretary Treasurer, scouture@csf.bc.ca

Chafic El Rassi, CSF (SD 93), Director of Capital Planning, chafic\_elrassi@csf.bc.ca

Guy Bonnefoy, CSF (SD 93), Consultant, guybonnefoy@telus.net

Craig Burns, Principle Architecture, cjburns@principlearchitecture.ca

Cameron Chalmers, Village of Pemberton (Consultant), cameron@cameronchalmers.com

**Re: OCP Amendment and Rezoning Application – Additional Documentation – Community Amenities**

As a public entity, the CSF has made application to the Village of Pemberton for an amendment to the Official Community Plan (OCP) to develop the vacant second Stage of the Tiyata development lands for a public francophone school/community space. The CSF's intent is to designate the subject property in the OCP for institutional use and to amend the Zoning Bylaw No. 832, 2018 to P-1 (Public) to create a school/community space aimed at francophone education.

Village of Pemberton staff and the Conseil Scolaire Francophone (CSF) have discussed the matter of community amenities as it applies to the CSF OCP Amendment and Rezoning Application.

The Village of Pemberton Council has established a Community Amenity Policy (Policy) for the Village to capitalize on the opportunity to gain public facilities, services and amenities through voluntary contributions from proponents in the rezoning process.

The Applicability Section states the Policy applies to all rezoning applications for residential or mixed-use development that propose an increase in density, development opportunity, or any other zoning change that will increase the land value of land subject to the application. The basis of the CSF's application is to designate the property for **institutional use** as reported to Council in October 2020. Institutional use will not increase density or increase the land value.

In assessing the application pursuant to the Policy, the CSF would like to highlight the community amenities inherent with the development as well as additional community amenities the CSF is prepared to consider. The following categorizes amenities into 4 distinct groupings:

---

**CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE (SD No 93)**

100-13511 Commerce Parkway, Richmond (C.-B) V6V 2J8

Téléphone 604-214-2600 Sans frais 1-888-715-2200 Télécopieur 604-214-9881

[info@csf.bc.ca](mailto:info@csf.bc.ca) / [www.csf.bc.ca](http://www.csf.bc.ca)

Village of Pemberton  
Regular Council Meeting No. 1539  
Tuesday, June 1, 2021  
80 of 141



Information - Project facts

Requirement – Items that must be done for the project to proceed

Benefit – Outcomes of building the school

Amenity – Items the CSF is prepared to improve/upgrade that are not direct components of construction

- **Information:**
  - Approx 7,000 sq m of floor area of educational space
  - Offer francophone education to 390 students
    - 40 kindergarten/200 elementary/150 secondary
  - Staffing estimates
    - Teachers - Support Staff (60)/Administration/Clerical (6)
- **Requirement:**
  - \$40m plus capital investment by Province of BC generating Village fee revenue
  - Site access road and right-in/right-out configured intersection at Highway 99 (MOTI approval received)
  - Updated site servicing
- **Benefit**
  - Village of Pemberton support for the CSF in exerting its constitutional rights under s. 23 of the *Canadian Charter of Rights and Freedoms* to protect minority language rights and providing an educational experience that is substantively equivalent to that of the majority
  - Development of 3 storey K-12 public francophone school/community hub
  - Creation of a francophone childcare program which will reduce pressures on local childcare providers
    - 1 Infant/Toddler program for 12 children (3 staff)
    - 1 Preschool Age Childcare program for 25 children (3 staff)
    - Before/After School Program (4 staff)
  - After hour community access to full-sized secondary play field and other outdoor play areas
  - After hour community access to other school-based amenities such as classrooms, full-sized gymnasium
  - Employment of locally contracted services to maintain facility and site
    - Ground maintenance
    - Facility maintenance
    - Custodial services (estimated to need 3 contracted employees)
    - Security/fire protection services

- Numerous local employment opportunities in all disciplines of construction during an estimated 18-month construction schedule
- Return of existing CSF leased spaces to community
  - Signal Hill Elementary spaces
  - 2 Community Centre spaces
- Provision for emergency exit from Tiyata development
- **Amenity**
  - Development of the Valley Loop Trail to provide continuity through the property
  - Development of pedestrian access to the site from Community Centre and neighbouring residential areas
  - Allocation of property for future location of Community Garden on the site

The foregoing highlights the significant community amenity package the CSF brings to the Village of Pemberton as part of its proposed francophone school development. This project is entirely dependent on the capital funding support of the Provincial government which is construction specific and does not include supplementary allocations for community-based amenities. While the CSF appreciates the intent and purpose of the Community Amenity Contribution Policy and that land development in small communities often involves the potential for different costs and different market responses than in large cities, the CSF is prepared to work with the Village of Pemberton to include certain community amenities that Council foresees for this site while respecting the financial restrictions inherent with provincial government funding. As such, the CSF would anticipate its proposed amenity envelop will be viewed favorably in Council's deliberations of its application.

Sincerely,

[Redacted Signature]

Chafic El Rassi  
Director of capital planning



#101 – 38026 Second Avenue, Squamish, BC V8B 0C3 T: 604.815.4646 F: 604.815.4647

January 8, 2021

Our Reference: 30387

**Village of Pemberton**  
PO Box 100  
7400 Prospect Street  
Pemberton, BC V0N 2L0

Attention: Lisa Pedrini, Manager, Development Services

Dear Madam:

**Reference: Ecole de la Vallee OCP and Zoning Bylaw Amendment (OR#131)  
Servicing Review Comments**

ISL Engineering & Land Services has completed a review of the proposed servicing for the above noted application. Along with the application, a technical memo prepared by Web Engineering Ltd and dated November 23, 2020 was reviewed. A summary of comments include:

#### Water

1. The existing water system does have available capacity to meet proposed domestic demand and fire flows. The available fireflow at Highway 99 is approximately 205 L/sec.
2. The technical memo indicates 2 hydrants are proposed however the locations are not shown. At least one hydrant will be required to be located within 90m of the building.
3. Any new watermain that loops thru the property will likely be owned and operated by the Village of Pemberton and will required a registered ROW or easement.
4. The technical memo indicates water metering will be provided at the school building. Coordination will be required with the Village of Pemberton for metering requirements
5. Irrigation demands have not been provided in the technical memo. A separate irrigation system without connection to the municipal water system is encouraged. Recent and ongoing capital projects undertaken by the Village of Pemberton have separate irrigation systems that do not impose irrigation demands on the municipal treated water system.

#### Sanitary

6. Proposed sanitary flows indicate a peak flow rate of 9.5L/sec. Downstream sewers can generally accommodate this additional flow except for 2 – 200mm diameter segments (total 95m) as shown in magenta below. These 2 segments will require upsizing to 250mm diameter. Alternative alignments of the offsite sewers may also be considered.



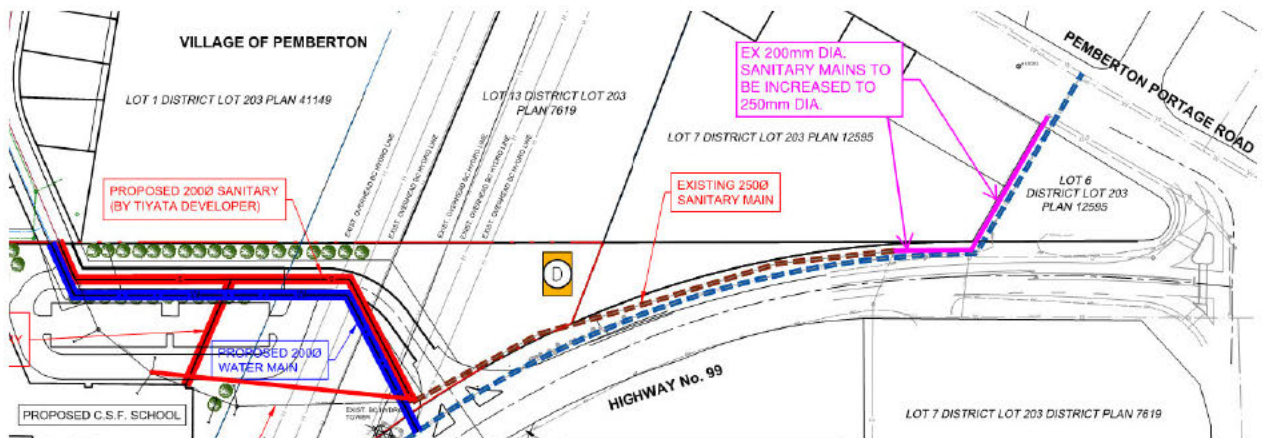


Figure 1 - Deficient offsite sanitary sewers (shown in magenta)

Storm

A stormwater management plan has not been provided at this time however provisions for stormwater conveyance to receiving storm systems from the upland development (Tiyata) may need to be resolved.

Additional comments include the following:

7. The proposed servicing plan indicates removal and relocations of significant sections of existing onsite sanitary sewers. Although the proposed alignments of the onsite sanitary and water systems shown on the servicing plan may be acceptable, there may be potential to retain most of the existing onsite sanitary sewer except for portions that are within 6.0 m the proposed building foundations.
8. Flood construction levels will need to be established for this site and flood protection works may be required as part of the development of this site.
9. Restrictions via removable bollards or similar on vehicle access thru the site to the north (Tiyata) will likely be required.
10. The cul-de-sac at the north-west corner of the site will likely need to be constructed and registered as a ROW or easement as this infrastructure is necessary for the vehicle circulation of the Tiyata development located to the north of this school site.
11. MOTI review and approval will be required for the access to Highway 99

The above comments do not necessarily represent a complete list of the development requirements. Should the applicant proceed with this concept, additional requirements may be imposed. Please do not hesitate to contact the undersigned if you would like to discuss this application further.

Yours truly,

Richard Avedon-Savage, P.Eng.,  
Senior Engineer



DEVELOPMENT SERVICES PRELIMINARY BYLAW COMMUNICATION

Your File #: OR131 – École de la Vallée (CSF)
MoTI File #: 2020-05459
Date: Nov/09/2020

Village of Pemberton
7400 Propsect Street
PO Box 100
Pemberton, British Columbia V0N 2L0
Canada

Attention: Lisa Pedrini, Manager Development Services

Re: Proposed OCP and Zoning Amendment Bylaw for:
PID: 009378740
Lot 3 DL 303 LLD Plan 1287

Thank you for the opportunity to comment on the above noted proposal. Preliminary Approval is granted for the rezoning for one year pursuant to section 52(3)(a) of the Transportation Act, subject to the following conditions:

Access to Highway 99:

Although the Ministry's preference is to limit or eliminate private accesses off of Highway 99 through Pemberton, as it is a Controlled Access Highway, we recognize the challenges with this parcel in that it currently does not have frontage on a secondary road right of way and there is limited opportunities to establish alternative access. The applicant will need to address and consider the following:

- An Access to a Controlled Access Highway permit is required for direct access to Highway 99.
Presently, the ministry supports a right in/right out access to Highway 99. This present support should not be construed as pre-approval for a full movement access. A full movement access will require further analysis and review.
The proponent will need to consider the costs of potential improvements to the highway to support an access.
Access approval may need to consider access to adjacent lands (e.g. through public road dedication or easements).

Active Transportation:

Consideration should be made for active transportation and pedestrian accommodation.

Local District Address
Squamish Area Office
101-42000 Loggers Lane
Squamish, British Columbia V8B 0H3
Canada
Phone: () - Fax: (604) 898-4376

**Setback:**

All structures are to be located at least 4.5 metres back from the highway right-of-way.

**Storm Water Management:**

No storm drainage shall be directed into Ministry of Transportation and Infrastructure systems. This would include, but is not limited to, collection/run-off of the internal road system. All storm water is to be directed to a municipally maintained storm system.

If you have any questions please feel free to call Kattia Woloshyniuk at (236) 468-1926.  
Yours truly,



Kattia Woloshyniuk  
A/ Senior Development Officer





November 5, 2020

Ref: 241091

Lisa Pedrini, Manager of Development Services  
Village of Pemberton  
Email: [lpedrini@pemberton.ca](mailto:lpedrini@pemberton.ca)

Dear Ms. Pedrini:

**Re: OR#131 – École de la Vallée OCP and Zoning Bylaw Amendment**

---

I am writing in response to the Village of Pemberton's consultation process related to parties affected by Craig Burns' application on behalf of the Conseil scolaire francophone de la Colombie-Britannique (CSF) to amend the Official Community Plan (OCP), as required by section 475 of the *Local Government Act*. Thank you for including the Ministry of Education in the consultation process. The Ministry is very supportive of the proposed amendment and CSF's plan to develop a new school.

The Province has an ongoing constitutional obligation to work with the CSF to help identify priorities and to make best efforts to meet the CSF's current and future needs for schools in certain communities. In June 2020, the Supreme Court of Canada (SCC) confirmed this requirement, as well as the Province's obligations to address historic infringements of minority language rights under section 23 of the *Charter of Rights and Freedoms* (Charter). Specifically, the decision increases the scope and urgency of how the Province is expected to address the capital needs of the CSF in several communities, including the Village of Pemberton.

The Ministry cannot, by itself, take the steps that are necessary to comply with the Province's obligation under the SCC judgment. The Ministry requires the assistance and cooperation of many other ministries and public bodies to help fulfil the Province's constitutional obligations. For several years now, the Ministry and CSF have been pursuing the acquisition of a school site in the Village of Pemberton. The proposed amendment to the OCP would facilitate rezoning of the property from residential to civic and institutional, so that the CSF can begin the process of planning for a new school.

Funding for the site acquisition is supported in the Ministry's capital plan. If the CSF can acquire the site, they can then begin the two-stage process of concept plan and business case development to secure funding for construction of a school. The size of the school and grade configuration will be confirmed in consultation with the Ministry during the planning and development process. I encourage the Village of Pemberton to stay engaged in the project and continue to support the CSF through the development process.

If you require further information, or have any questions regarding our interest in this property, please contact Mora Cunningham, Regional Director, Capital Management Branch, by email at [Mora.Cunningham@gov.bc.ca](mailto:Mora.Cunningham@gov.bc.ca), or by phone at (250) 812-6750.

Thank you for your consideration.

Sincerely,



Joel Palmer  
Executive Director, Capital Management Branch

pc: Reg Bawa, Assistant Deputy Minister, Resource Management Division  
Lucie Pineau, Secretary Treasurer, School District No. 93 – CSF  
Craig Burns, Principle Architecture, Agent for the landowner  
Nikki Gilmore, Chief Administrative Officer, Village of Pemberton  
Capital Management Branch, Ministry of Education

Pemberton Valley Dyking District  
1381 Aster Street  
Pemberton B.C. V0N2L0



**To:** Lisa Pedrini  
Manager, Development Services

**RE: OR131 – École de la Vallée (CSF)**

Thank you for the opportunity to comment on the below referral.

The proposed location is in the path of the Pemberton Creek Alluvial Fan (NHC 2001). This property is protected by the Pemberton Creek Dike which is a provincially regulated dike. The PVDD has maintained this dike since it was built and has performed improvements on this section with the most recent being a Rip Rap installation in 2011.

In the (NHC 2018) Floodplain Mapping study this dike was listed as a Fair condition dike.

The proposed location is above the 200 year flood level as modeled by NHC. This is in the context of a Lillooet river dominant flow event. In the context of a Pemberton Creek the peak flows as reported in past studies may not return a large flood risk and the risk of debris flow hazards as outlined in (Bauman 2000)

Uncontrollable Risks and Information:

- BCR / CN Rail bridge – Debris flow creating restriction
- MOTI Hwy 99 Bridge – Low deck height and Debris flow creating restriction
- Large avalanche in the upper Pemberton Creek reaches. (Glacier, Deposition and Waterfall) (NHC 2001) (Clague 1995), (LaCas 1995) (Bauman 2000)
- Bauman 2009 – Signal Hill Geotechnical Report

Literature above does not constitute any technical comment on risks by a professional, only provides history and context for the reader. The documents cited are for information purposes and it is up to the developer to perform the due diligence required.

The PVDD request further consultation through the design process. This to ensure that proper site planning for drainage and access for diking purposes are maintained. Set back from the dike will be scrutinized as any encumbrance of dike maintenance cannot be planned. The preferred area of construction would be the North West corner of the property to give diking authority free and clear access to the dike from the dike crest as well as the site grade. Site drainage requirements may be an issue due to elevation. The PVDD would prefer that no drainage pass through the dike which would require a DMA approval.

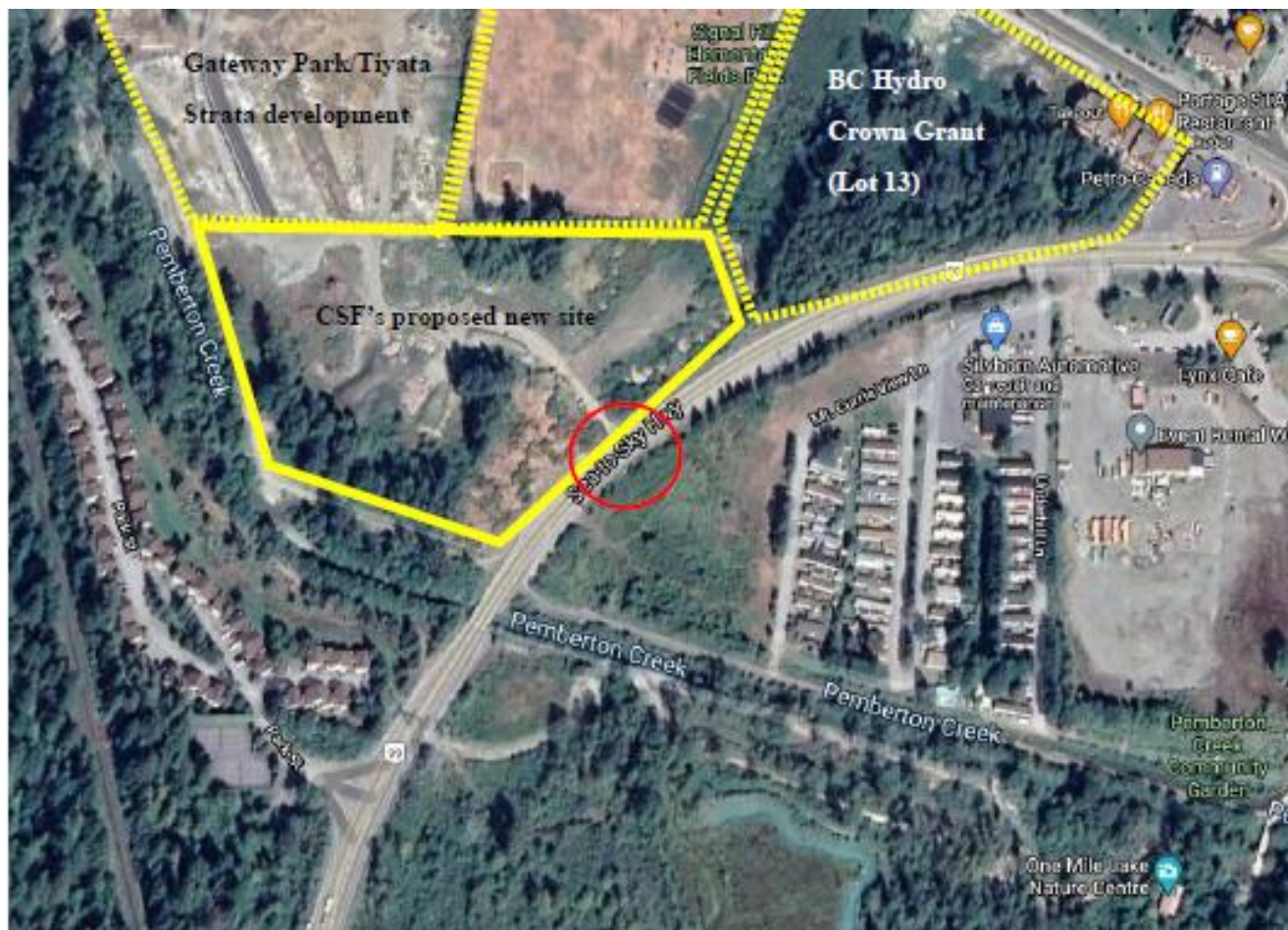


PO BOX 235 1381 Aster St, Pemberton, BC V0N 2L0 phone: (604) 894-6632 fax: (604) 894-5271 trustees@pvdd.ca www.pvdd.ca

PEMBERTON VALLEY DYKING DISTRICT

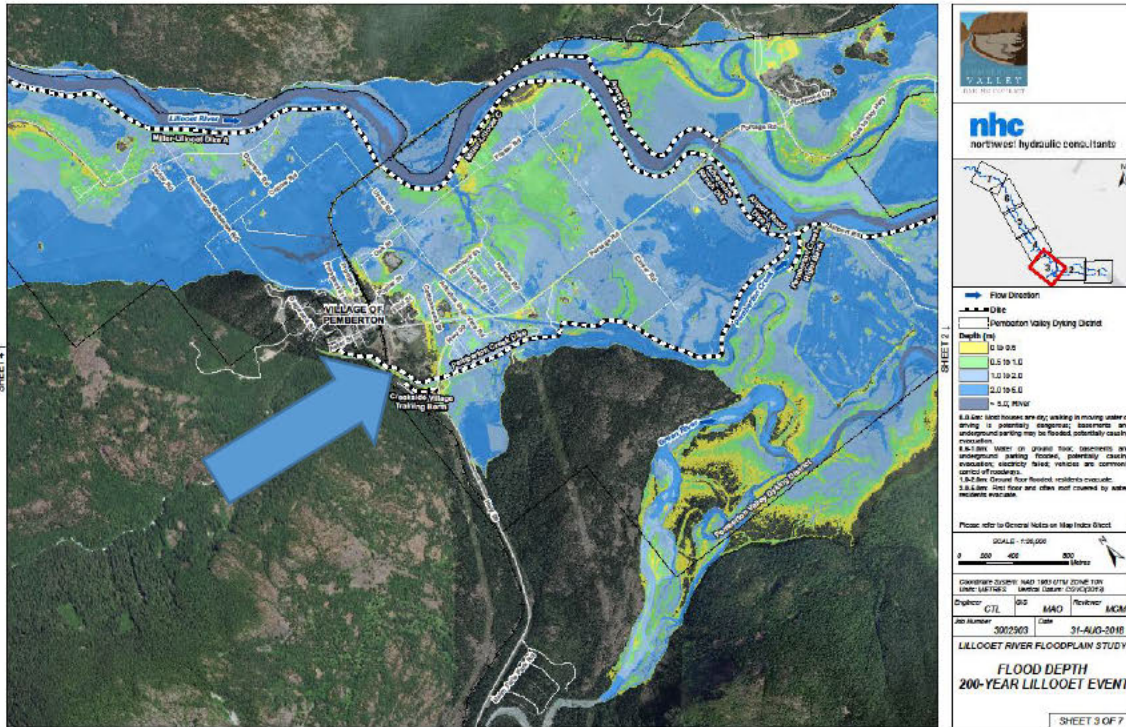


**Subject Property:**





Area during a 200 year Lillooet event



Kevin Clark  
 Operations and Maintenance Manger  
 Pemberton Valley Dyking District  
 [Redacted]  
 Email: [kclark@pvdd.ca](mailto:kclark@pvdd.ca)

**Properties**

Property Rights Services

Phone: 604-543-1595

Email: [Carolyn.Genzel@bchydro.com](mailto:Carolyn.Genzel@bchydro.com)

17 December 2020

Assignment: PA1206444

File: BCE 1062 PT1

Circuit/Str.: 2L001 Str. 64-02 to 64-03

2L041 Str. 39-02 to 39-03

VIA EMAIL: [LPedrini@Pemberton.ca](mailto:LPedrini@Pemberton.ca)

Development Services

Village of Pemberton

Box 100, 7400 Prospect Street

Pemberton, BC V0N 2L0

Attention: Lisa Pedrini

Dear Ms. Pedrini:

**Proposal:** Proposed Access Road and Community Garden within BC Hydro 230kV Right of Way**Right of Way Charge No.:** 81765E Part Shown on Plan CG246; F5544 Part Red on CG Plan 657**Legal Description:** PID: 009-378-740 Lot 3 District Lot 203 Lillooet District Plan 12807 Except that Part which lies to the East of the East Boundary of Plan Crown Grant 253**Location:** Proposed C.S.F. School Location - Highway No. 99**Drawing:** 1833-Concept Drawing

BC Hydro's initial review indicates that your proposal may be feasible from our perspective. However, BC Hydro cannot offer further comment or confirm that it has no objection to your proposal until we receive and review the following:

1. Final detailed plans showing your proposal in relation to BC Hydro's structures, including vertical and horizontal distances from those structures. A distance of 10 metres must be maintained from the base of the Transmission Structure 64-02 located just south of the proposed access road.
2. The Plans and Profiles for the proposed Access Road and also for any parking/driving areas within the Right of Way area.
3. The Plans and Profiles for any preload work taking place within the Right of Way area.
4. Plans for any proposed utilities or wiring within the Right of Way area.
5. Advised if there will be any proposed traffic signals within Highway 99 and if so, the distance between the traffic light and the nearest Transmission Line conductor.
6. For fire fighting, advise where the muster areas will be and where the fire trucks will assemble. There is to be no fire fighting or fire hydrants within the Right of Way area.

Please submit the above noted items to this office for review. Review times can take 12-16 weeks or longer should any electrical studies be required. If BC Hydro find no objection to your proposal after

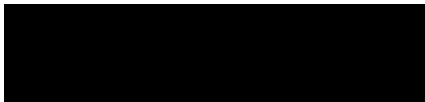


receipt of all required information, we will issue you a letter confirming this and containing terms and conditions applicable to your proposal.

Do not commence any work within BC Hydro's right of way area until you have received, signed and returned BC Hydro's letter in this regard.

Please contact Carolyn Genzel at [Carolyn.genzel@bchydro.com](mailto:Carolyn.genzel@bchydro.com), if you have any questions.

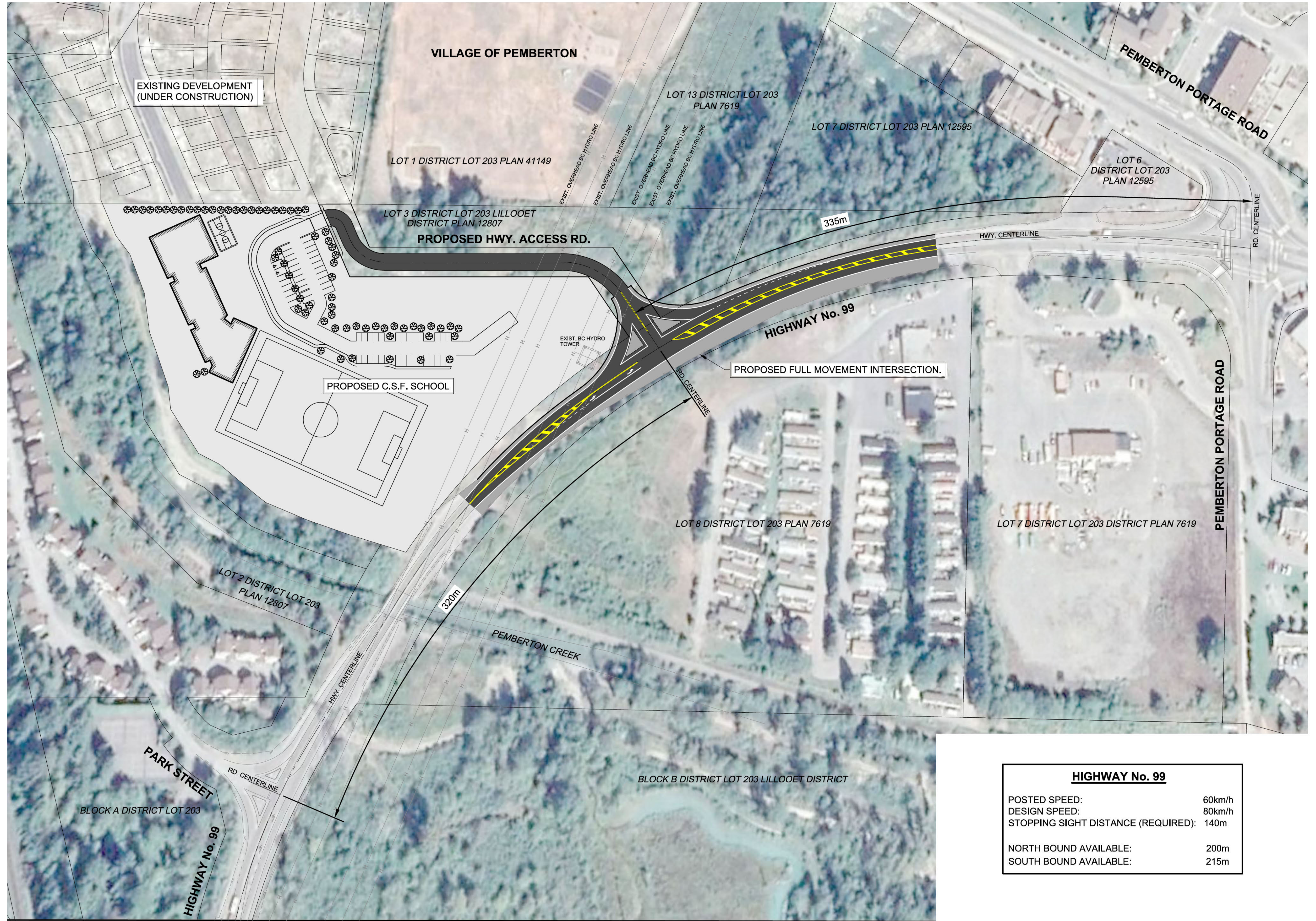
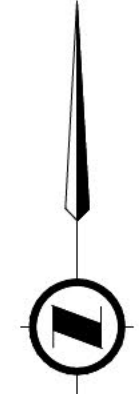
Yours truly,  
British Columbia Hydro and Power Authority  
By:



Carolyn Genzel  
Property Coordinator  
Property Rights Services

c: Kim Proudlove, Property Representative, BC Hydro





<b>HIGHWAY No. 99</b>	
POSTED SPEED:	60km/h
DESIGN SPEED:	80km/h
STOPPING SIGHT DISTANCE (REQUIRED):	140m
NORTH BOUND AVAILABLE:	200m
SOUTH BOUND AVAILABLE:	215m

ATTACHED TO:

NO.	REVISIONS	BY	DATE

THE LOCATIONS OF EXIST. UNDERGROUND UTILITIES ARE SHOWN IN AN APPROX. WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXIST. UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTES:  
 MONUMENT No.:  
 LOCATION:  
 COORDINATES:  
 ELEVATION:  
 COORDINATE SYSTEM:

APPR-SEAL

DRWN.:  
 DSGN.: R.P.  
 CHKD.: B.S.  
 DATE: 2020-01-16

CONSULTANT(S)  
**JWEB ENGINEERING LTD.**  
*consulting civil engineers*  
 4173 DAWSON STREET, BURNABY, B.C. 1st. [604] 294-8588

CLIENT:  
**CONSEIL SCOLAIRE FRANCOPHONE / SCHOOL DISTRICT No. 93**

**PEMBERTON CSF HIGHWAY No. 99 ACCESS**  
 CONCEPT DESIGN

SCALE: 1:1000
SHEET 1 OF 1
WEB DRAWING NO.: 1833-CONCEPT
MUNICIPAL NO.:
REV.





November 13, 2020

Village of Pemberton Planning Department  
Box 100  
Pemberton, BC  
V0N 2L0

Dear Joanna Rees

**RE: Village of Pemberton OCP and Zoning Amendment Referral**

On behalf of the Pemberton & District Chamber of Commerce, please accept this letter regarding the Village of Pemberton OCP and Zoning Amendment Referral letter sent to the PDCC for comments.

Overall, the PDCC supports this long-awaited francophone school project and the OCP and Zoning Amendment Referral to make it happen, with the following questions and or concerns.

1. Will the outdoor areas be available for community use as the Signal Hill field is or exclusive to the school only?
2. It's important that childcare space be built in conjunction with the childcare provider (i.e. if it was going to be used as a Day Care maybe less so if it's for afterschool care). our understanding is in Whistler the childcare space at Spring Creek School was built but is actually not functional as a day care and could not successfully operate in the end.
3. Access to Highway 99 will be crucial to alleviate congestion in town with development on the rise at this end of town.
4. For safety, it would be great to see a sidewalk on highway 99 between the school and the Petro-Can intersection.

The Pemberton & District Chamber of Commerce is dedicated to enhancing the quality of life in our community by actively supporting business, economic growth and diversification. We pride ourselves in serving and promoting the entire area – Pemberton, Mount Currie, Birken, D'Arcy and all of Area C.

Yours truly,



Graham Turner  
Advocacy Committee Chair  
Pemberton + District Chamber of Commerce



## ADVISORY LAND USE COMMISSION

### ADVISORY LAND USE COMMISSION MINUTES

**Minutes** for the Advisory Land Use Commission Meeting of the Village of Pemberton held Monday November 30, 2020 at 5:00 pm via ZOOM Webinar ID: 829 9950 9419

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<b>IN ATTENDANCE:</b>	Allison Twiss (Acting Chair) Kirsten McLeod Mark Barsevskis Richard Nott
<b>REGRETS:</b>	Kristina Salin Kevin Clark
<b>STAFF IN ATTENDANCE:</b>	Lisa Pedrini, Manager of Development Services Gwendolyn Kennedy, Building & Planning Clerk
<b>PUBLIC IN ATTENDANCE:</b>	Craig Burns (Applicant) + 1

---

#### 1. CALL TO ORDER

At 5:06 p.m. the meeting was called to order.

#### 2. APPROVAL OF AGENDA

Moved/Seconded

**THAT** the agenda be approved as circulated.

**CARRIED**

#### 3. ADOPTION OF MINUTES

Moved/Seconded

**THAT** the minutes of Advisory Land Use Commission meeting held April 27, 2020 be adopted as circulated.

**CARRIED**

#### 4. OFFICIAL COMMUNITY PLAN AND ZONING BYLAW AMENDMENT – OR#131 - École de la Vallée

Development Services Manager Lisa Pedrini summarized the application for Official Community Plan (OCP) and Zoning Bylaw amendments presented by Craig Burns, agent for the landowner 1193317 BC Ltd, on behalf of the Conseil scolaire francophone de la C.B. (School District #93), to facilitate the development of a Francophone public school/community space.



Ms. Pedrini invited questions from Commission members. Members requested additional information regarding access from the highway, measures to address pedestrian safety, and measures to prevent vehicle access from Tiyata Boulevard.

Craig Burns, agent, presented a conceptual plan of the proposed development that will include a three-storey school building with a full size gymnasium, sports field and outdoor play area, and designated school bus loading area. Consideration has been made for allotting space for a community garden and for a pedestrian bridge over Pemberton Creek, as these amenities were tied to the property under the current owner.

Commission members asked questions regarding termination of existing Tiyata development roads, safe pedestrian access from nearby neighbourhoods and the proposed use of the land under the hydro lines. Mr. Burns thanked Commission members for their input and noted that some of these questions would be answered at design stage.

Moved/Seconded

**THAT** the Advisory Land Use Commission recommends to Council that the application for Official Community Plan amendment and rezoning for the property known as the portion of the Tiyata development that fronts Highway 99 be supported subject to further civil consultancy design guidelines regarding:

- i. the discrepancy between road terminations on Figures 2 and 3;
- ii. pedestrian travel and access safety;
- iii. Highway 99 speed limits, subject to Ministry of Transportation and Infrastructure guidelines; and
- iv. general review and direction from Ministry of Transportation and Infrastructure.

**CARRIED**

## 5. NEXT MEETING

No further meetings are anticipated in 2020.

## 6. ADJOURNMENT

At 5:55 p.m. the meeting was adjourned.

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Chair

## Sommaire des discussions - Summary of Discussions

*Session d'informatique publique - Public Information Session, CSF (Conseil scolaire francophone)*

*Le jeudi 12 novembre 2020 à 18 h (par webinaire) - Thursday, November 12, 2020 at 6 p.m. (via webinar)*

Voici une liste des questions qui ont été posées, ainsi qu'un sommaire des réponses données par le panel d'experts présent<sup>1</sup> :

Here is a list of the questions that were asked by the participants, as well as a summary of the answers given by the panel of experts<sup>2</sup>:

### 1. Questions de clarification ou demandes de précision (Questions and requests for clarification)

#	Questions	Réponses - Answers
1	“What is the predicted timing for start and finish of construction, and opening for students?”	The CSF cannot confirm when the school will be open. At present, the primary goal is to secure the site.
2	“How long would it take to build?”	A 3-storey K-12 school facility, from start to finish, will take approximately 20-24 months to build.
3	“How long will this process take for re-zoning?”	The timeline is approximately 5-8 months. It is possible to accelerate the process by promptly providing information and working closely with the Village of Pemberton.
4	« Suite au changement de zonage s'il y a lieu, quelles sont les prochaines étapes avant le début de la construction de l'école ? » (Following the zoning amendment, if it happens, what are the next steps before the beginning of the school construction?)	Next steps include securing the property, developing a project definition report (identifying needs, design options, business case, etc.), which leads to a project agreement between the CSF and the Ministry of Education.
5	“What kind of fence is going on the property line?”	There is construction boarding around the property now. Once built, fencing will be a question of design. Not every school property is fenced. A risk assessment could determine whether fencing is needed.

<sup>1</sup> Les questions et les réponses ont été notées dans la langue qu'elles ont été posées et répondues.

<sup>2</sup> The questions and answers were noted in the language in which they were asked and answered.

#	Questions	Réponses - Answers
6	“There is no access through the existing subdivision it’s just emergency vehicle access, correct?”	CSF and the Village of Pemberton have been discussing access to and from the school site via a connection from Highway 99. There would be a gated connection between the Tiyata subdivision and the school site for emergency use only (i.e. Fire department or village evacuation plans). The design presented on the slides is notional.
7	“How many students can the new school hold?”	School capacity of 390 (K-12) students: 40 Kindergarten students, 200 elementary students, and 150 secondary students  The facility will also include childcare spaces: 2 modules (1 for infant/toddler-aged children (capacity: 12), and 1 for preschool-aged children (capacity: 25))
8	“What are the limitations for use of the space under and surrounded by the hydro lines?”	There are setbacks for development of building and program space, but details are to be discussed.
9	« Pour quand l'école serait-elle prête ? » (When will the school be ready?)	(answered above - see #1)
10	« Est-ce que les gens de la communauté pourraient utiliser le bâtiment après les heures d'école ? » (Will members of the community be able to use the building after school hours?)	Oui. Il y aura des protocoles en place pour permettre à la communauté d'utiliser leur l'immeuble après les heures d'école, comme dans les communautés où le CSF a des installations communautaires.  (Yes. There will be protocols in place to allow the community to use the building after school hours, as is done in communities where the CSF has community amenities.)
11	« Serait-il possible qu'il y ait beaucoup d'arbres sur le terrain de l'école ? » (Is it possible for there to be a lot of trees on the school grounds?)	Efforts will be made to retain a grove of trees between the two school properties. An arborist will be involved to assess which trees are worth keeping and integrating into the design.
12	« Est-ce que l'école serait accessible du village ou de l'autoroute ? » (Will the school be accessible from the village or from the highway?)	Regarding vehicle access, see #6. There have been preliminary discussions with the Village regarding pedestrian access and a trail that goes along the creek.



#	Questions	Réponses - Answers
13	<p>« Est-ce possible de nous éclairer sur la chronologie des actions et les dates importantes, de la conclusion sur le changement de zonage à la construction et l'opération de la nouvelle école ? »</p> <p>(Is it possible to provide us with some clarity on the chronology of steps and the important dates, from the conclusion on rezoning to the construction and operation of the new school?)</p>	<p>Voir les réponses #1 et 2. Plusieurs variables font en sorte que c'est difficile de mettre une date exacte (par exemple, le zonage, la conception de l'école et les consultations à ce sujet, la disponibilité des matériaux, de la main d'œuvre, etc.)</p> <p>(Answered above, see #1 and 2. Multiple variables make it difficult to provide an exact date (i.e. zoning, design and consultations related to design, availability of building materials, contractors, etc.).</p>
14	<p>“How long can the connection with Highway 99 take? Including the planning with the Ministry of Transportation and the construction of the exit/road?”</p>	<p>The CSF has received a positive response from the Ministry of Transportation and Infrastructure. The CSF must design and assess whether it is a safe and viable place for an intersection. Timing is uncertain, but Ministry of Transportation and Infrastructure is supportive and responding quickly to questions.</p>
15	<p>“This might be too early in the process and may also be better directed at the Village, but is there any indication or vision for what the intersection at Highway 99 will look like (i.e. traffic lights, turning lanes?”</p>	<p>The type of intersection has not been decided. There are many different options (i.e. right-turn in and right-turn out or full movement intersection).</p>

## 2. Quelles sont vos inquiétudes ? (What are your concerns?)

#	Questions	Réponses - Answers
1	<p>“What happens if the village doesn't want to rezone?”</p>	<p>There is a role for the community to play. Come out and tell the Village that you need this school and have been waiting for it for a long time. Do not hesitate to show your support and show up to Village meetings.</p> <p>The feedback so far has been positive, and the CSF is optimistic about the rezoning.</p>
2	<p>“Since this process may take some time is there a plan in place for</p>	<p>The CSF will work with SD 48 to determine what space is available,</p>

#	Questions	Réponses - Answers
	extra room for the school over the next few years?"	including the options for adding more portables. The CSF is working to build its new school as quickly as possible.

### 3. Est-ce que l'information présentée vous a rassurée ? (Have you been reassured by the information provided?)

#	Réponses - Answers
1	"Everyone is working so hard towards this common goal. It warms my heart."
2	« Merci énormément pour tous vos efforts et votre beau travail. Vraiment très apprécié ! » (Thank you very much for all your efforts and great work. Very much appreciated!)
3	Quelle que soit la décision finale, le CFS et les employé.e.s de l'École la Vallée de Pemberton font un travail incroyable en liaison avec l'école Signal Hill. Je remercie toute la communauté et les personnes concernées pour les efforts portés à ce projet. Let's get together and make this happen for the whole community! (Whatever the final decision, the CSF and the employees of École la Vallée de Pemberton are doing an incredible job liaising with Signal Hill. I think the whole community and the concerned persons for their efforts in this project.)
4	Merci à tous pour vos efforts et votre soutien à ce beau et important projet (Thank you to all for your efforts and your support for this great and important project)
5	Merci à tous. Reconnaissance que la nouvelle école sera sur le territoire traditionnel de la Première nation Lil'wat. (Thank you to all. Recognition that the new school will be on the traditional territory of the Lil'wat First Nation.)
6	Well done! It's very encouraging! We really appreciate the time taken tonight to inform us! Thank you!



May 10, 2021

Bob Zimmer, Member of Parliament  
9916 100 Avenue  
Fort St. John, BC V1J 1Y5

Dear Mr. Zimmer, MP

**Re: Letter of support for national three-digit suicide prevention hotline - 988**

On behalf of Council, we are pleased to provide this letter of support for the creation of a national three-digit suicide and crisis hotline – 988.

The Council of the District of Mackenzie, at their Regular Meeting held on Monday, April 26, 2021 hereby resolved the following:

31933.            MOVED by Councillor Hipkiss  
*Support for        WHEREAS the Federal government has passed a motion to adopt 988, a National  
988 Crisis        three-digit suicide and crisis hotline;  
Line*

*AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for  
suicide prevention services by 200 per cent;*

*AND WHEREAS existing suicide prevention hotlines require the user to remember a  
10-digit number and go through directories or be placed on hold;*

*AND WHEREAS in 2022 the United States will have in place a national 988 crisis  
hotline;*

*AND WHEREAS the District of Mackenzie recognizes that it is a significant and  
important initiative to ensure critical barriers are removed to those in a crisis and  
seeking help;*

*NOW THEREFORE BE IT RESOLVED THAT the District of Mackenzie endorses this  
988-crisis line initiative;*

*and that Staff be directed to send a letter indicating such support to the local MP,  
MPP, Federal Minister of Health, the CRTC and local area municipalities to indicate  
our support.*

CARRIED



We see great value in this project and we look forward to the implementation of this initiative.

Sincerely,



Joan Atkinson

Mayor

cc: Dan Davies  
Member of the Legislative Assembly  
[dan.davies.mia@leg.bc.ca](mailto:dan.davies.mia@leg.bc.ca)

The Hon. Steven Guilbeault  
Minister of Canadian Heritage  
Minister Responsible for the CRTC  
[steven.guilbeault@parl.gc.ca](mailto:steven.guilbeault@parl.gc.ca)

The Hon. Patty Hajdu  
Federal Minister of Health  
[hcmminister.ministresc@canada.ca](mailto:hcmminister.ministresc@canada.ca)

Local Area Municipalities



## DISTRICT OF TOFINO – OFFICE OF THE MAYOR

P.O. Box 9, 121 Third Street, Tofino, B.C. V0R 2Z0

Telephone: 250.725.3229 | Fax: 250.725.3775 | Email: [dlaw@tofino.ca](mailto:dlaw@tofino.ca) | Website: [www.tofino.ca](http://www.tofino.ca)

Honourable Katrine Conroy  
Minister of Forests, Lands, Natural Resource Operations and Rural Development  
PO BOX 9049, Stn. Provincial Government  
Victoria BC, V8W9E2

May 11, 2021  
File No. COM-02 FLNRORD  
[FLNR.Minister@gov.bc.ca](mailto:FLNR.Minister@gov.bc.ca)

Dear Minister Conroy,

**Re: Support for Expedient and Resourced Implementation of the Old-Growth Strategic Review**

---

On behalf of the District of Tofino Council, I write to you expressing support for the expedient and resourced implementation of the 14 recommendations in the report titled “A Strategic Review of How British Columbia Manages for Old Forests Within its Ancient Ecosystems” (the Strategic Review) written by Registered Professional Foresters Garry Merkel and Al Gorley.

We commend the Minister and Premier Horgan for having publicly committed to implement the Strategic Review in its totality. However, to adequately manage and protect BC’s old forest biodiversity, attributes, values and benefits for future generations, we specifically request an expedient Provincial response to recommendations 6 and 7:

6. Until a new strategy is implemented, defer development in old forests where ecosystems are at very high and near-term risk of irreversible biodiversity loss.
7. Bring management of old forests into compliance with existing provincial targets and guidelines for maintaining biological diversity.

The District of Tofino also adds our voice to concerns that BC Budget 2021 shows no allocated funding toward the implementation of the recommendations, or to transitional supports for communities and Indigenous governments as they adapt to changes resulting from new forest management systems.

While BC Budget 2021 does include increased funding for land-use planning modernization, support for negotiations with Indigenous communities, and funds to enact the *Declaration on the Rights of Indigenous Peoples Act*, the budget is missing critical funding pieces needed to fully implement the Old Growth Strategic Review recommendations.

Situated within the Territory of the Tla-o-qui-aht First Nation in the Clayoquot Sound UNESCO Biosphere Reserve, thirty years ago our region was also at a crossroads with respect to the ongoing harvest of timber resources. Since that time, the District of Tofino has continued to engage with the Province and other governments on issues of sustainability and equity, as noted in our most recent Strategic Plan, protocol agreements and other corporate strategies.

---

## Office of the Mayor

Our intention in writing to you, Minister, is to not only show the District of Tofino's support for the expedient implementation of the Strategic Review's recommendations, but also to add our voice to the calls for dedicated funding to enact the recommendations in an economically just manner to build healthier ecosystems, better long-term land management and greater public support for this much needed paradigm shift.

Sincerely,

**Dan Law, Mayor  
District of Tofino**

cc. MLA Josie Osborne  
Local Governments of British Columbia





May 17, 2021  
File: 01.0115.30/002.000

Brian Frenkel  
President  
Union of British Columbia Municipalities  
525 Government Street  
Victoria, BC V8V 0A8

Dear President Frenkel:

**Re: BC Government's Use of Provincial Paramourncy to Undermine Local Government Bylaws**

At its April 26, 2021 regular meeting, the District of North Vancouver Council voted to write a letter in support of the City of Penticton's request that the Union of British Columbia Municipalities advocate for Premier Horgan to reconsider his government's use of provincial paramourncy in the case of 352 Winnipeg Street in Penticton.

In March, Penticton city council voted unanimously to reject a request from B.C. Housing to allow for the continued operation of a 42-bed shelter. Housing Minister David Eby responded, saying he would override council's decision by using provincial paramourncy.

This is more than a jurisdictional dispute between the City of Penticton and the province over a homeless shelter, the matter is about the protection of our role as the third level of government and respecting the decisions that local government make on behalf of our citizens. Land use is the primary reason local government exists and to have those powers over-ruled, should be of the utmost concern to all BC local governments and UBCM.

On behalf of District of North Vancouver Council, I ask that you honour the request from the City of Penticton and write Premier Horgan to have him and Minister Eby reconsider, and ultimately to reject, use of provincial paramourncy in such matters of local jurisdiction and interest. Obviously social and affordable housing is a critically important issue to address but it must be done in partnership with the municipalities.

Sincerely,

/Mike Little  
Mayor

Copy: City of Penticton  
UBCM Members



MAYOR DARRYL WALKER  
OFFICE OF THE MAYOR  
WHITE ROCK, BC CANADA

May 18, 2021

File No. 0230-20

Lower Mainland Local Government Association  
PO Box 729  
Pemberton BC V0N 2L0

Dear LMLGA Members:

**Re: Regional Model Mobile Crises Response Car Program and Invoicing for Required Officer Attendance at Hospitals in Accordance with the *Mental Health Act***

On May 10, 2021 White Rock City Council unanimously supported two (2) motions requesting the province deliver a Regional Model Mobile Crises Response Car Program and enable invoicing for required police officer attendance at hospitals in accordance with the *Mental Health Act*. The resolutions read as follows:

**Resolution 1: Regional Mobile Crises Response Car Program**

*WHEREAS a Mobile Crisis Response Car Program has been in place for some municipalities for decades and has been well received;*

*AND WHEREAS an integrated robust health care regional model would have value, eliminating jurisdictional policy lines (based on municipal boundaries) for a regional model that follows Health Authority boundaries:*

*THEREFORE BE IT RESOLVED that UBCM request the province to provide an integrated health care regional model for a Mobile Crisis Response Car Program.*

**Resolution 2: Invoicing for required officer attendance at hospitals**

*WHEREAS the RCMP are required under the Mental Health Act (MHA) to remain at the hospital with a person that has been apprehended under the MHA until they can be presented to a physician;*

*AND WHEREAS wait times can range from two and one-half (2.5) hours to six (6) hours during which time a person suffering from a mental health condition is in the custody of the police, contributing to further stigmatization, and preventing the police officer from taking any other emergency calls for the provision of their services:*

*THEREFORE BE IT RESOLVED that UBCM request the province to endorse provision where the municipalities can invoice the Health Authority for wait times more than 30 minutes, like the BC Ambulance Services (in 15-minute increments over 30 minutes).*

City Hall, 15322 Buena Vista Avenue, White Rock, British Columbia, Canada V4B 1Y6

Tel: (604) 541-2131 Fax: (604) 541-9348 Email: [dwalker@whiterockcity.ca](mailto:dwalker@whiterockcity.ca) Website: [www.whiterockcity.ca](http://www.whiterockcity.ca)

Village of Pemberton  
Regular Council Meeting No. 1539

Tuesday, June 1, 2021

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Community safety is a top priority for all municipalities. Expanding the Mobile Crisis Response program regionally could reduce the number of persons being required to be taken to a hospital, which in turn will provide better care for the person in need and assist to reduce overburdened hospital emergency rooms.

Therefore, we kindly request your support and endorsement of these motions to be considered at the UBCM Conference in September 2021.

If you have any questions, please contact my office at 604 541 2124.

On behalf of White Rock City Council, we thank you for your consideration in advance.

Sincerely,



Darryl Walker, Mayor

Enclosure: City of White Rock Corporate Report dated May 10, 2021

cc: Councillor Dupont, LMLGA President  
White Rock City Council

LMLGA Members List:

- [info@chilliwack.com](mailto:info@chilliwack.com)
- [bim@bimbc.ca](mailto:bim@bimbc.ca)
- [village.hall@anmore.com](mailto:village.hall@anmore.com)
- [info@whistler.ca](mailto:info@whistler.ca)
- [managersoffice@coquitlam.ca](mailto:managersoffice@coquitlam.ca)
- [infoweb@dnv.org](mailto:infoweb@dnv.org)
- [info@tol.ca](mailto:info@tol.ca)
- [info@pittmeadows.ca](mailto:info@pittmeadows.ca)
- [belcarra@belcarra.ca](mailto:belcarra@belcarra.ca)
- [communications-info@abbotsford.ca](mailto:communications-info@abbotsford.ca)
- [info@harrisonhotsprings.ca](mailto:info@harrisonhotsprings.ca)
- [info@mission.ca](mailto:info@mission.ca)
- [info@hope.ca](mailto:info@hope.ca)
- [enquiries@mapleridge.ca](mailto:enquiries@mapleridge.ca)
- [info@slrd.bc.ca](mailto:info@slrd.bc.ca)
- [info@portcoquitlam.ca](mailto:info@portcoquitlam.ca)
- [icentre@metrovancover.org](mailto:icentre@metrovancover.org)
- [info@westvancover.ca](mailto:info@westvancover.ca)
- [info@newwestcity.ca](mailto:info@newwestcity.ca)
- [admin@pemberton.ca](mailto:admin@pemberton.ca)
- [reception@lionsbay.ca](mailto:reception@lionsbay.ca)
- [info@cnv.org](mailto:info@cnv.org)
- [cityclerk@richmond.ca](mailto:cityclerk@richmond.ca)
- [lum@chilliwack.com](mailto:lum@chilliwack.com) (Chairperson of the Board, Fraser Valley Regional District)
- [mayor@surrey.ca](mailto:mayor@surrey.ca)
- [webteam@surrey.ca](mailto:webteam@surrey.ca)



- [council@squamish.ca](mailto:council@squamish.ca)
- [clerks@delta.ca](mailto:clerks@delta.ca)
- [info@langleycity.ca](mailto:info@langleycity.ca)
- [info@portmoody.ca](mailto:info@portmoody.ca)
- [clee@kentbc.ca](mailto:clee@kentbc.ca)
- [clerks@burnaby.ca](mailto:clerks@burnaby.ca)
- [info@vancouver.ca](mailto:info@vancouver.ca)

THE CORPORATION OF THE  
**CITY OF WHITE ROCK**  
CORPORATE REPORT



**DATE:** May 10, 2021  
**TO:** Mayor and Council  
**FROM:** Guillermo Ferrero, Chief Administrative Officer  
**SUBJECT:** Regional Model for Mobile Crisis Response Car Program and Proposed Charges for RCMP Attendance at Hospitals

---

**RECOMMENDATIONS**

THAT Council endorse:

1. The following resolutions a) and b) and that they be sent to the Union of British Columbia Municipalities (UBCM) to submit a request for the province to provide a Regional Model Mobile Crises Response Car Program and enable invoicing for required officer attendance at hospitals in accordance with the *Mental Health Act* for consideration:

**a) REQUEST FOR A REGIONAL MODEL FOR MOBILE CRISIS RESPONSE CAR PROGRAM** CITY OF WHITE ROCK (Sponsor)

WHEREAS a Mobile Crisis Response Car Program has been in place for some municipalities for decades and has been well received;

AND WHEREAS an integrated robust health care regional model would have value, eliminating jurisdictional policy lines (based on municipal boundaries) for a regional model that follows Health Authority boundaries:

THEREFORE BE IT RESOLVED that UBCM request the province to provide an integrated health care regional model for a Mobile Crisis Response Car Program.

**b) PROPOSED CHARGES TO HEALTH AUTHORITES FOR RCMP ATTENDANCE AT HOSPITALS** CITY OF WHITE ROCK (Sponsor)

WHEREAS the RCMP are required under the *Mental Health Act* (MHA) to remain at the hospital with a person that has been apprehended under the MHA until they can be presented to a physician;

AND WHEREAS wait times can range from two and one-half (2.5) hours to six (6) hours during which time a person suffering from a mental health condition is in the custody of the police, contributing to further stigmatization, and preventing the police officer from taking any other emergency calls for the provision of their services:

THEREFORE BE IT RESOLVED that UBCM request the province to endorse a provision where the municipalities can invoice the Health Authority for wait times more than 30 minutes, like the BC Ambulance Services (in 15-minute increments over 30 minutes).

2. Correspondence to the Province of British Columbia and the Health Authorities requesting the following:
    - i. The funding / expansion of the Health Authorities nurse portion of a Mobile Crisis Response Car Program (similar to the “Car 67” utilized by the City of Surrey) to White Rock and other Municipalities in need; and
    - ii. Provide authorization for invoicing in any instance where RCMP officers are required to wait over 30 minutes to present an apprehended / distressed person to a physician (in accordance with the *Mental Health Act*).
  3. The City of White Rock will send a letter to UBCM and the Lower Mainland Local Government Association (LMLGA) seeking their support, including a resolution of support, from their members on the two (2) resolutions; and
  4. The City of White Rock will send a letter to all Metro Vancouver Municipalities seeking their support on the two (2) resolutions.
- 

### **EXECUTIVE SUMMARY**

#### **Mobile Crisis Response Car Program (Surrey’s Car 67 Program)**

The City is requesting the provincial government to expand their funding for an integrated robust regional health care model for a Mobile Crisis Response Car Program. The City of Surrey has a program (“Car 67”) that addresses this need for their municipality that does not expand past their municipal boundary.

The program model is comprised of a police officer and a mental health practitioner team as there is often a need for nursing services to be provided and assigned when patients/ persons in distress or in need of medical care are brought to the attention of the RCMP and hospitalization is required. Currently, the *Mental Health Authority* (MHA) requires the police to remain in attendance at a hospital with the person in need until they are in the care of a physician. A Regional Mobile Crisis Response Car Program would be more effective for both the police and health care authorities as many apprehensions could be avoided if a mental health practitioner was available to conduct an on scene assessment, as it would often avoid the need to defer to the emergency powers under the MHA.

#### **Billing for Officer Waits at Hospitals on MHA Apprehensions**

The City is requesting a further consideration by the province to permit municipalities to charge the Health Authorities in circumstances when an officer is required to remain at the hospital with an individual in need where it was determined that the care of a physician in accordance with the MHA was required.

In response to often long hospital wait times, whereby an officer is unable to attend to other duties as a result, it is requested that billing for this service be permitted for any time exceeding 30 minutes, similar to the BC Ambulance Services (in 15-minute increments over 30 minutes).

### **INTRODUCTION/BACKGROUND**

Community safety is a priority for the City of White Rock. The City of White Rock contracts with the Province of British Columbia for the provision of RCMP police services.

The White Rock RCMP responds to approximately 500 calls for service annually where mental health is the primary factor. Approximately 190 of these calls annually are for assessments under



the MHA and in approximately 130 of these calls a person is apprehended under the MHA to be transported to the hospital. Police are required under the MHA to remain at the hospital with the person until they can be presented to a physician. Wait times at hospitals can range from two and one-half (2.5) to six (6) hours during which time a person suffering from a mental health condition is in the custody of police. While in attendance with the person in need, the officer is precluded from taking any other emergency calls for the provision of their services.

It is further noted that there is a stigmatization and a perception of criminalization when a person is in police custody, and in many circumstances, this is not the case, as they are there for mental health needs and not criminal misconduct.

The Province of BC, the Fraser Health Authority (FHA) and the Surrey RCMP provide a “Car 67” program whereby a Mobile Crises Response Unit provides advanced crisis intervention, risk assessments and referrals to mental health and/ or victim services to either divert or pre-screen persons who are in distress. It is understood that the “Car 67” concept would require additional resources in order to cover White Rock and other Municipalities facing such challenges.

This program should it be expanded regionally, would reduce the number of persons being required to be taken to the hospital, which in turn will provide better care for the person in need and assist to reduce overburdened hospital emergency rooms.

### **FINANCIAL IMPLICATIONS**

The City of White Rock would contribute financially and/or with a rotational police resource, to staff the car for this program.

An example as to how the White Rock RCMP are currently impacted by this issue, with approximately 130 calls related to persons experiencing mental health issues, at an average of 4 hours of an officer’s time required per call, 520 hours equates to 43 days (12 hr./shift).

With a regional program there will still be circumstances where police officers are required to remain with a person in need until they are in the care of a physician. The ability to charge for the time an officer is required to remain at the hospital would provide some funding to help alleviate staff workload / backlog.

### **LEGAL IMPLICATIONS**

Not applicable.

### **COMMUNICATION AND COMMUNITY ENGAGEMENT IMPLICATIONS**

Not applicable.

### **INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS**

Endorsed by the White Rock RCMP.

### **CLIMATE CHANGE IMPLICATIONS**

Not applicable.

### **ALIGNMENT WITH STRATEGIC PRIORITIES**

Community: Manage the delivery of City Services efficiently and effectively.

**OPTIONS / RISKS / ALTERNATIVES**

The following options are available for Council consideration:

**Regional Mobile Crisis Response Cars Program**

1. Council endorse supporting a request to the province to provide an integrated health care regional model for a Mobile Crisis Response Car Program.

**Billing for Officer Waits at Hospitals on MHA Apprehensions**

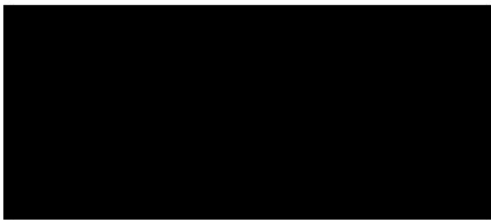
2. Council endorse supporting a request to the province to permit the billing of the FHA/ Health Authorities for wait times by police longer than 30 minutes while with apprehended or persons in need as required by the MHA until they are in the care of a physician, similar to the BC Ambulance Services (in 15-minute increments over 30 minutes).
3. Council receive the information without further action.

**CONCLUSION**

Community safety is a priority for the City of White Rock. The Province of BC, FHA and the Surrey RCMP deliver a “Car 67” program whereby a Mobile Crises Response Unit provides advanced crisis intervention, risk assessments and referrals to mental health and/ or victim services to either divert or pre-screen persons who are in distress. The “Car 67” program requires additional resources to cover White Rock and other Municipalities facing increased challenges. A Regional program that crosses over municipal boundaries would be beneficial.

In circumstances when officers are required to wait with persons in need, under the MHA, for any time longer than 30 minutes, a provision whereby municipalities can bill for that time, would be fair and appropriate, as they are taken away from other emergency services duties. The billing would be a similar practice to the BC Ambulance Services (in 15-minute increments over 30 minutes). Having the ability to bill for this time, would produce funding to alleviate some workload / backlog caused by an officer inability to perform other duties.

Respectfully submitted,



Guillermo Ferrero  
Chief Administrative Officer

# Website Submission: Write to Mayor & Council - pemberton.ca

## Form Submission Info

**First Name:** Joan

**Last Name:** Cubbon

**Street Address:** [REDACTED]

**PO Box:**

**Town/City:** Vancouver

**Province:** BC

**Postal Code:** [REDACTED]

**Phone Number:** [REDACTED]

**Email:** [REDACTED]

**Please attach any related documents (if applicable):** Screenshot\_2021-05-18-09-28-10.png

**Message to Mayor & Council:** I applaud the delegation who was responsible for putting forth the proposal to rename the province of British Columbia. This is long over due and puts into action the work of reconciliation that is often talked about but has little evidence of follow through. Changing the colonial and arbitrary name of this province would go along way acknowledge a more equitable future for all of us that share this land. Thank you for your leadership! Keep going!!!!

Village of Pemberton





Bluetooth, Wi-Fi, Cellular, 100% battery, 9:28 AM



British Columbia'...  
1-com.cdn.ampproject.org



VANCOUVER SUN

News / Local News

# British Columbia's name flamed: Some B.C. municipalities down on the Crown

*Two in five Lower Mainland municipalities recently voted in favour of a name change for the province*

**Matt Robinson**

May 17, 2021 • Last Updated 15 hours ago • 3 minute read



# Website Submission: Write to Mayor & Council - pemberton.ca

## Form Submission Info

**First Name:** George

**Last Name:** Pacheco

**Street Address:** [REDACTED]

**PO Box:**

**Town/City:** Prince George

**Province:** British Columbia

**Postal Code:** [REDACTED]

**Phone Number:** [REDACTED]

**Email:** [REDACTED]

**Please attach any related documents (if applicable):**

**Message to Mayor & Council:** I just read something that is making my head spin. Your counsel doesn't like the name of our province. You take it upon yourselves to move forward without consultation of cost or even better yet permission to change the name of our province. I am sickened at the thought of people so scared of history and miss informed that you have to hide it. Make for a better future, that is how you move away from history, not from hiding it. Start with using the money you make from taxes more worth while spent. If you don't like the name move...

Village of Pemberton

**From:** Trails Strategy DO NOT REPLY:FLNR:EX <[Trails.Strategy.DoNotReply@gov.bc.ca](mailto:Trails.Strategy.DoNotReply@gov.bc.ca)>  
**Sent:** May 20, 2021 8:01 AM  
**To:** Trails Strategy DO NOT REPLY:FLNR:EX <[Trails.Strategy.DoNotReply@gov.bc.ca](mailto:Trails.Strategy.DoNotReply@gov.bc.ca)>  
**Subject:** Trails Strategy for BC- report on what we heard from local governments

Hello,

In the summer of 2020, a survey was sent to local government staff and elected officials seeking input on a comprehensive review of the Trails Strategy for BC. The survey was live between late May and early July 2020. In total, 233 individuals representing 145 different municipalities and regional districts completed the survey. Please find attached a summary of what we heard from that engagement process.

In addition to local governments, numerous other engagements were undertaken in support of the review of the Strategy. The engagement was completed in a partnership between Recreation Sites and Trails BC (RSTBC) and the Provincial Trails Advisory Body (PTAB). The engagements have been completed as a means of informing a comprehensive review of the Trails Strategy for British Columbia to ensure the continued relevance of the strategy to recreationalists, communities, First Nations, the tourism sector, and the Province. The review included:

- background research,
- a literature review of the benefits of trails,
- over 40 interviews with representatives from provincial ministries, non-profits, and recreation clubs and associations,
- a survey of over 200 local government representatives,
- focus group webinars with recreation sector interests,
- a public survey of over 5,900 British Columbians, and
- a separate government-to-government engagement process with all First Nation governments in BC.

The province continues to review the results of the review of the Strategy. Recommendations will be made to update the strategy based on findings from the research and engagements. Recommendations will provide direction for formally updating the strategy to reflect the broad viewpoints of the First Nations and various stakeholders involved in the engagement processes. Once RSTBC receives the mandate to proceed with the recommended changes, the Trails Strategy will be updated and implemented to improve trail development, management and maintenance across the province. A new draft version of the strategy is expected to be complete by the end of 2021.

It is important to note that the Trails Strategy engagement process was conducted during the COVID-19 pandemic. During that time, a significant increase in trail-based recreation was noted likely due to outdoor trail use being an acceptable, healthy, and popular activity to engage in while adhering to social distancing protocols. This trend of increasing recreation trail use is expected to continue even after the pandemic is over owing to the large number of people that have been introduced to the benefits of British Columbia's extensive trail network.



Thank you to all those who participated in the Trails Strategy review process. Your contributions will result in a significant improvement to the management of BC's world-class natural amenities and trails networks.

**Related Links:**

- Trails Strategy for BC <https://www2.gov.bc.ca/assets/gov/sports-recreation-arts-and-culture/outdoor-recreation/camping-and-hiking/rec-sites-and-trails/trail-strategy.pdf>
- Trails Strategy Public engagement 'what we heard report <https://www2.gov.bc.ca/gov/content/sports-culture/recreation/camping-hiking/sites-trails/program/policies-strategies/prov-trail-strategy>
- The Provincial Trails Advisory Body <https://www.orcbc.ca/provincial-trails-advisory-body/>

Thank you,

Recreation Sites and Trails BC





MARCH 31<sup>st</sup>, 2021

# TRAILS STRATEGY REVIEW

## WHAT WE HEARD REPORT: LOCAL GOVERNMENTS

PREPARED FOR: B.C. MINISTRY OF FORESTS, LANDS, NATURAL  
RESOURCE OPERATIONS AND RURAL DEVELOPMENT

PREPARED BY: MNP LLP

# Trails Strategy Review

## What We Heard Report: Local Governments

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## Trails Strategy Review

### What We Heard Report: Local Governments

## Introduction

British Columbia offers an unparalleled diversity of landscapes and endless outdoor recreation opportunities. Trails are a fundamental means to explore and enjoy these spectacular unique natural amenities. Trails are also integral to the landscape and enable meaningful connections between people and nature.

Adopted in 2013, the Trails Strategy for B.C. is a call to action that invites all British Columbians to join in supporting and developing a sustainable network of trails throughout the Province.

The Provincial Trails Advisory Body (PTAB) advises the government on implementation and updates to the Trails Strategy for B.C. and is a partnership between:

- The Recreation, Sites and Trails BC (RSTBC) branch of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD).
- Ministry of Environment and Climate Change Strategy (B.C. Parks).
- Ministry of Tourism, Arts and Culture.
- Ministry of Transportation and Infrastructure.
- Outdoor Recreation Council of B.C.
- B.C. Wildlife Federation.
- Wilderness Tourism Association.
- B.C. Recreation and Parks Association.
- Six public representatives from the Outdoor Recreation Council's membership.

The following principles guide this collaborative undertaking:

- Sound Environmental Stewardship and Management.
- Respect and Recognition for First Nations' Interests.
- Mutual Respect between Trail Interests and Other Resource Users.
- Respect and Understanding among Diverse Trail Interests.
- Partnerships and Collaboration.
- Secure Recreation Opportunities for All Trail Users.
- Benefits for Individuals, Communities and the Province.

In 2019, the PTAB, together with Recreation Sites and Trails B.C., began a formal review of the Trails Strategy to ensure its continued relevance and importance to recreationists, communities, First Nations, tourism proponents and the Province as a whole.

The formal review began with a detailed look at available academic literature and publications documenting the importance of trails to reconciliation, health, mental health, tourism and economic development. Following this, key stakeholders from the outdoor recreation sector and

## **Trails Strategy Review**

### **What We Heard Report: Local Governments**

the Provincial government were engaged through interviews and webinar focus groups. The resulting insights and learnings were used to develop a public engagement survey.

Following the public engagement, MNP embarked on a second phase to consult local governments. Building on previous findings, a survey was developed.

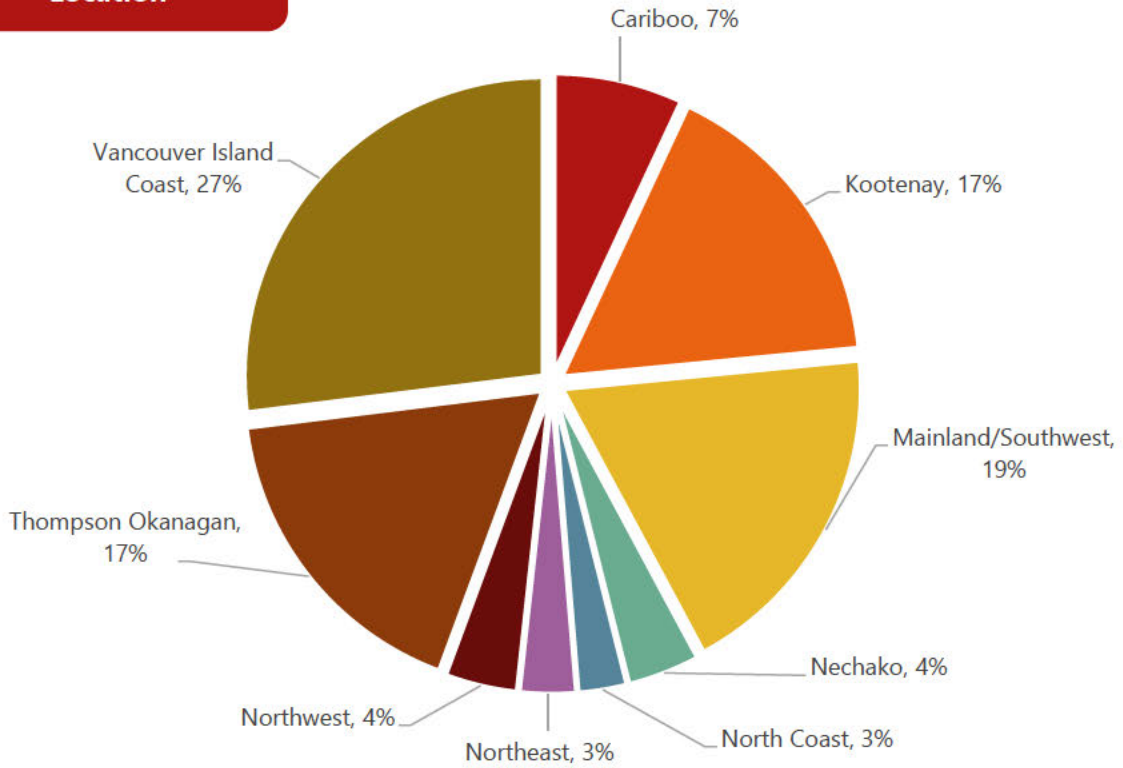
The survey launched on May 22, 2020, and closed on July 4, 2020.

Concurrent to these phases, staff from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development have been engaging directly with First Nations to discuss the Trails Strategy.

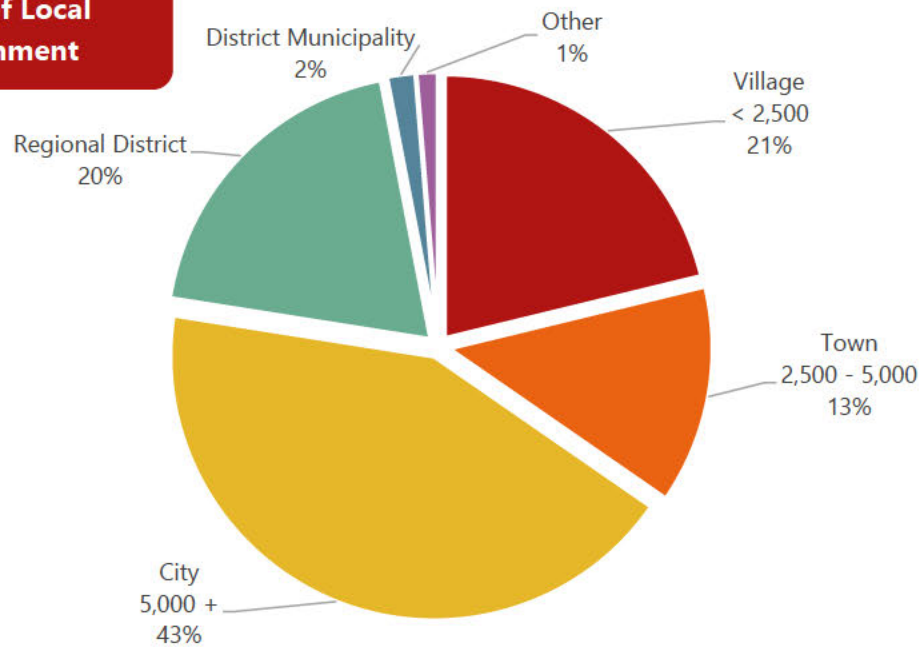
The following report outlines the findings of the local government survey.

## Whom Did We Hear From?

### Respondent Location



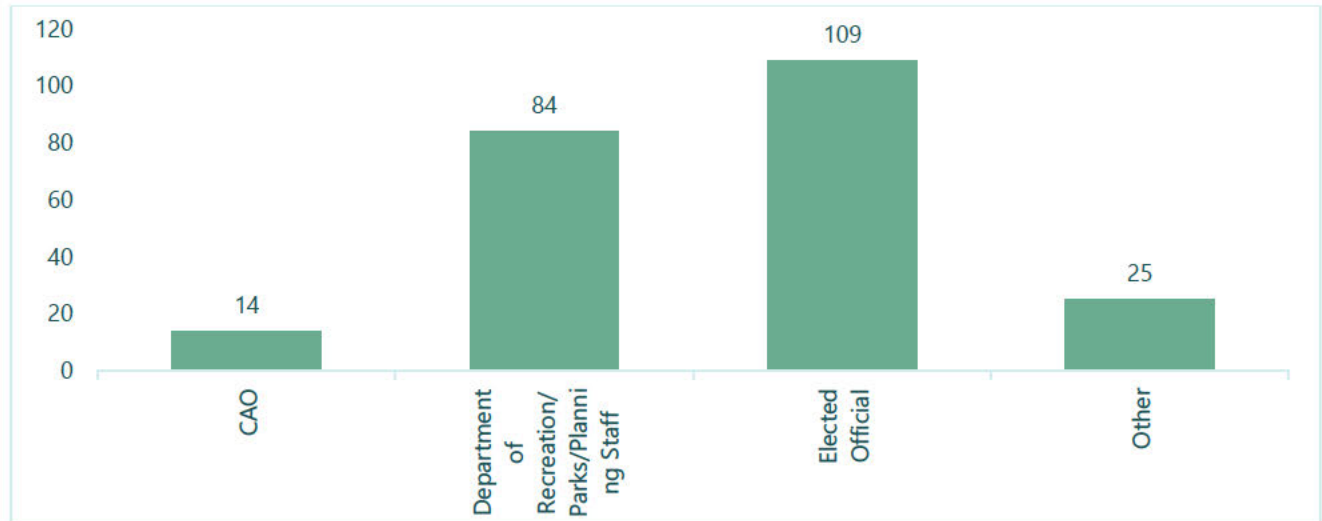
### Types of Local Government



## Trails Strategy Review

### What We Heard Report: Local Governments

In total, we heard from **233 respondents** from **145 different municipalities and Regional Districts**. Out of this, **57%** of them were aware of the Trails Strategy. **Their roles were:**



Respondents who indicated "other" primarily referenced roles related to economic development.

### *Involvement in the Trails Strategy*

We heard that these governments were involved in trail **planning, building, maintenance, promotion, and management.**

**78%** are actively involved in the development and maintenance of local trails.

**54%** participate in trail planning engagements between landowners, trail stewards, and First Nations.

**64%** map local trails.

**68%** manage and operate parks with trails in them.

However, these respondents stated that they struggle to properly support trails due to:



A lack of funding.



Limited human resource capacity.



The absence of a coordinated approach to trail management across jurisdictions.



Proximity to private lands.



## Vision, Guiding Principles, and Actions

### Vision

Overall, we found that most of those surveyed agree with the existing vision of the Trails Strategy:

**Vision: a world-renowned, sustainable network of trails, with opportunities for all, which provides benefits for trail users, communities and the province.**

However, respondents made the following suggestions to strengthen the vision statement:

### Access

- Respondents believe that the vision should mention **access** and **accessibility**. The related reasoning varied:
  - Guaranteeing long-term access and stopping the industry from blocking entry.
  - Focusing on trails for users of different skills and diverse physical and cognitive abilities.
  - Increasing the number of trails that are accessible from home.
- There was a belief that **"opportunities for all"** should be better qualified. For example, one respondent suggested making it **"opportunities for all ages and abilities."**

### Collaboration and Partnerships

- Some respondents would like the vision to include **partnerships** and **collaborations**, as they believe that **more cooperation** is needed.

### Environment

- Some respondents would like the strategy's vision to place a greater emphasis on the **protection of the natural environment**.
- Respondents also echoed comments from earlier engagement, stating that the word **"sustainable"** **does not provide enough environmental consideration**.

### Funding

- Some respondents stated that they would like a mention of **sustainable funding** in the Trails Strategy vision. They believe that more sustainable funding sources are needed to **develop** and **maintain** trails in British Columbia effectively.

## Trails Strategy Review

What We Heard Report: Local Governments

### Guiding Principles

While there was **general support** for all guiding principles, those surveyed raised that the wording is **too vague** and **overlaps**. Additionally, respondents wanted to include guiding principles around:

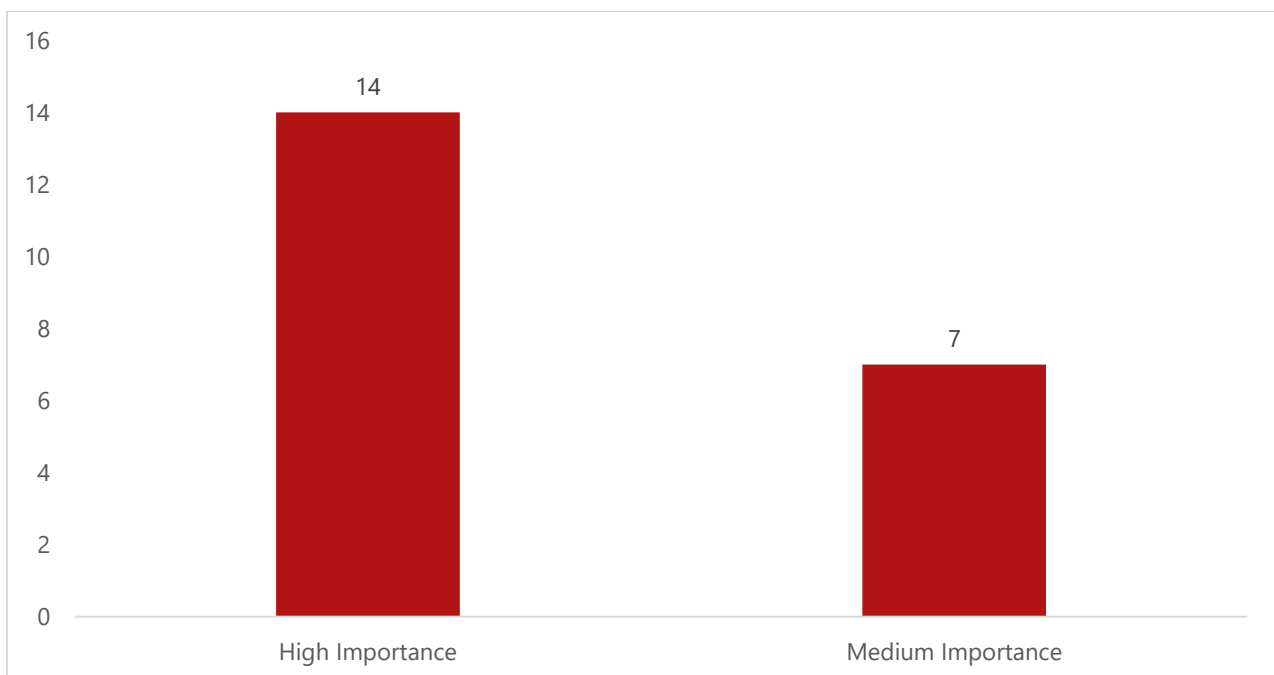
1. The environment and sustainability.
2. Financial sustainability.

#### Guiding Principles:

- **Benefits for individuals, communities and the province.**
- **Secure recreation opportunities for all trail users.**
- **Partnerships and collaborations.**
- **Respect and understanding among diverse trail interests.**
- **Mutual respect between trail interests and other resource users.**
- **Respect and recognition for First Nations' interests.**
- **Sound environmental stewardship and management.**

### Actions

We heard that respondents generally found most actions of the strategy **to be of high importance**.








## Trails Strategy Review

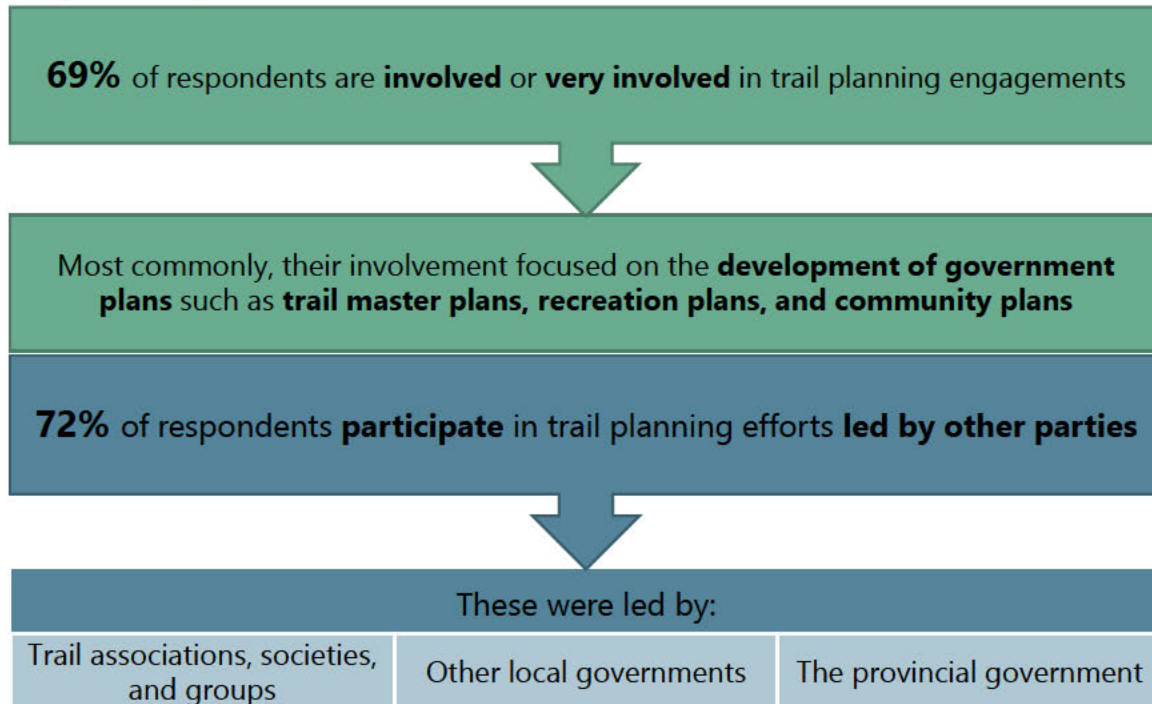
What We Heard Report: Local Governments

### Opportunities for the Trail System in B.C.

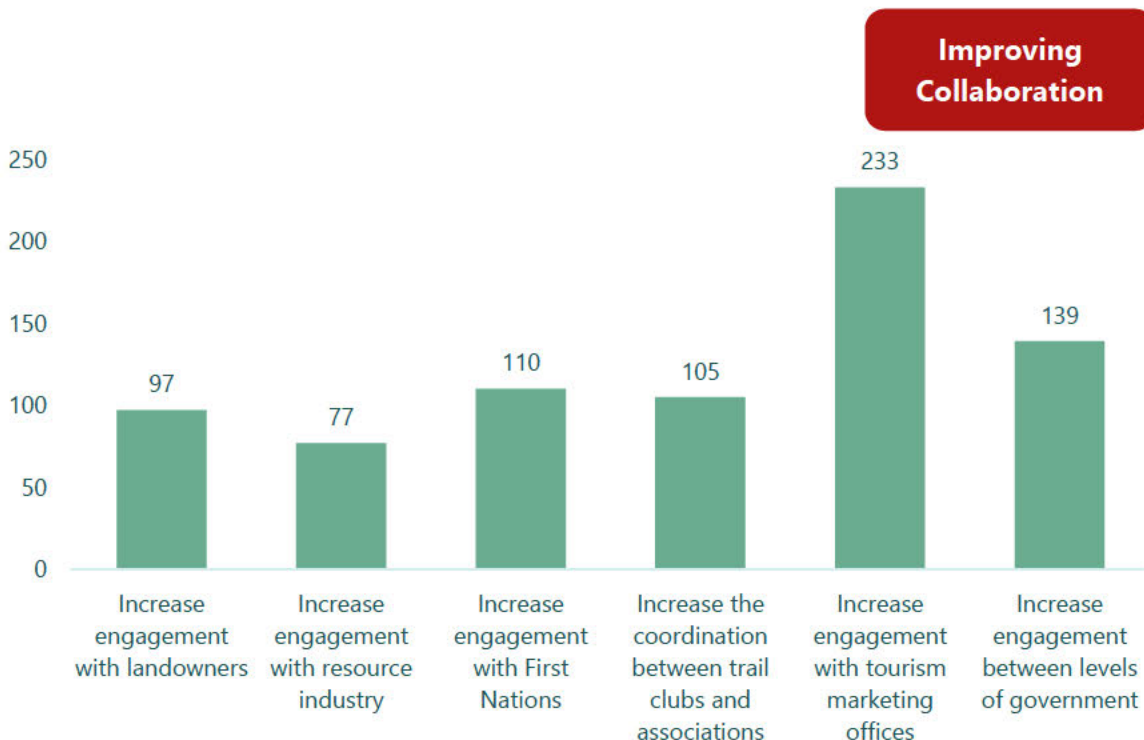
We heard from local government representatives that the **best opportunities to improve** the trail system are to:

-  Focus additional efforts toward connecting trails to a wider network
-  Increase funding for the maintenance of trails
-  Increase funding for the development of trails
-  Broaden the accessibility of trails
-  Put additional effort into developing an active transportation network

## Improving Consultation and Collaboration



We heard from respondents that collaboration could be improved by **increasing engagement with tourism marketing offices, between levels of government, and with First Nation groups.**





## Trails Strategy Review

### What We Heard Report: Local Governments

When prompted to provide more detail on increasing engagement between levels of government, respondents stated that they would like to see the **provincial government, regional districts, and the federal government** playing a more prominent role in **trail planning activities**. When it came to the provincial government, respondents also suggested that the following groups be involved:

1. Recreation Sites and Trails B.C.
2. B.C. Parks.
3. The Ministry of Transportation and Infrastructure.
4. The Agricultural Land Commission.
5. The Ministry of Forests, Lands, Natural Resource Operations, and Rural Development.

### *First Nation Collaboration*

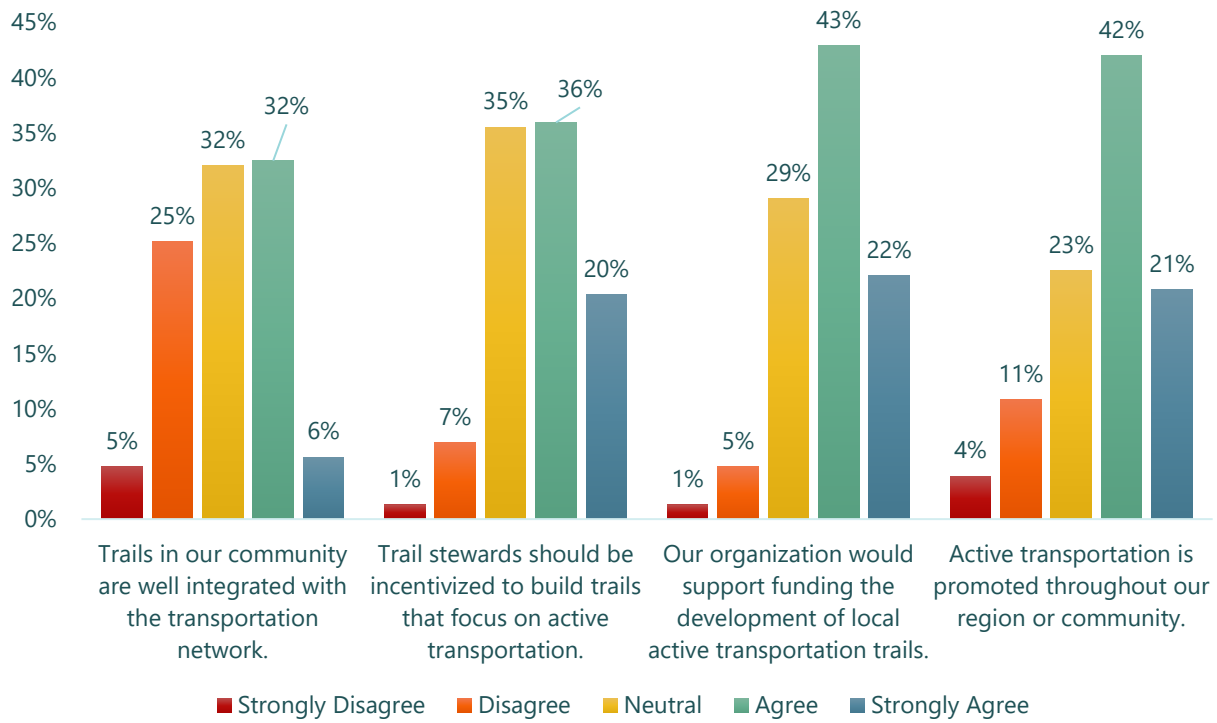
We heard that First Nation collaboration is important to local government, with **59% of respondents** expressing that there were **relationship-building opportunities** between **local government, trail associations, and First Nation groups** within their regions.

We heard that some initiatives are occurring to involve First Nation groups in trail planning, with **42% of respondents agreeing or strongly agreeing** that ongoing initiatives related to trails **positively impact the communities**. According to these respondents, these initiatives are successful because:

1. The First Nation group sits on the trail planning leadership team.
2. There is active and continuous engagement.
3. They co-manage the trail network.
4. There is strong collaboration.
5. Communication and trust are robust.

## The Integration of Trails into the Transportation Network

Local government representatives indicated that they **promote active transportation throughout their region and community**. That said, communities varied when it came to integrating trails with the active transportation network. With this in mind, there was some level of support (**56%**) for **incentivizing trail stewards to build trails that focus on active transportation**; representatives believe their organization would support funding the development of local active transportation trails.



## **Private Landownership and the Trail Network**

We heard that local governments had developed partnership agreements with landowners or trail associations to **reduce liability risk for landowners**. Additionally, local governments provide help and expertise to landowners to **identify** and **mitigate hazards**.

The survey asked respondents to identify the most significant **challenges** and **opportunities** the region faces with private landownership. These included:

### **Challenges**

- Formal access to trails on private lands.

### **Opportunities**

- Incentivize private landowners to allow public access.
- Create more formalized access to trails on private lands.
- Increase cooperation and communication with private landowners.

## Increasing the Financial Sustainability of Trails

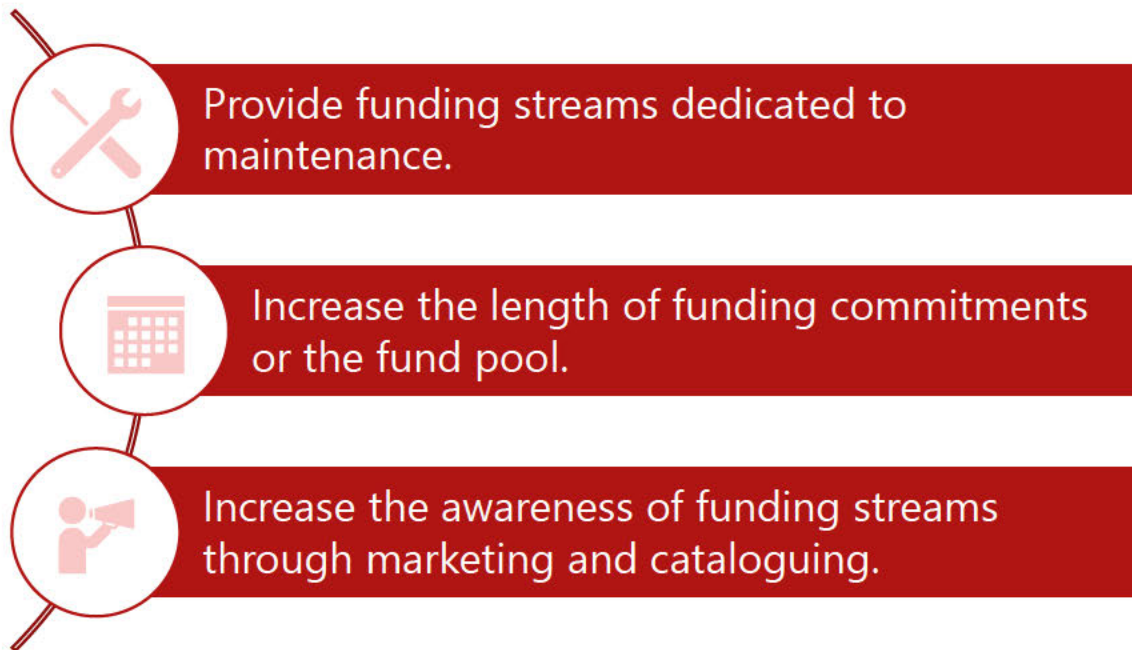
We heard that local governments would like a reliable and diverse funding model to support B.C.'s trail system, with **74% of respondents** indicating that their local government provides funding to develop and maintain trails through:

1. Operational and capital budgets.
2. Grants.

Additionally, **70%** apply for funding from outside sources. The most common sources were:

1. The Rural Dividend Fund.
2. Bike BC funding.
3. Northern Development Initiative Trust.
4. Unspecified federal funding sources.
5. Infrastructure funding—Active Transportation, General, and Capital.

We also heard that local government representatives generally believe that **trails' funding should be the Province's responsibility**. Respondents suggested the following improvements to **increase the financial sustainability** of the trail system in British Columbia:





## Trails Strategy Review

What We Heard Report: Local Governments

# Guidelines, Standards, and Education

## *Standards and Guidelines*

We heard from respondents that **their governments use tools, standards, and guidelines** to help them **build and maintain** trails in their region.

In terms of standards and guidelines, **respondents most commonly use** the following:

1. Internal trail standards and adaptations of other standards.
2. International Mountain Bike Association.
3. Whistler Trail Standards.

## *Education Programs*

When prompted to state whether their local government **promoted** or **used** education programs around **proper trail etiquette**, we heard that only **38%** did so. This group also raised that they use **signage** and **social media** as their primary tool to deliver this education. Further, these respondents promoted other external education sources, such as the Adventure Smart program.

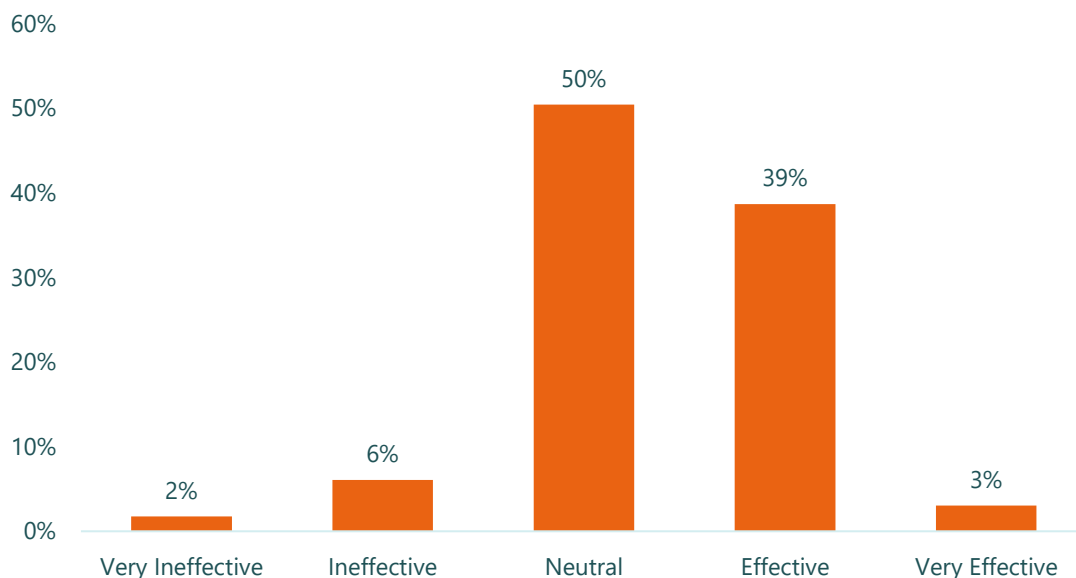
## Environmental Awareness and Tools

When prompted on environmental stewardship tools, we heard that:

**43%** of respondents stated that environmental stewardship tools were used in the region when building trails.

**51%** of respondents were unsure if environmental stewardship tools were used in the region when building trails.

Local governments partner with associations to build trails, using the associations' internal expertise or tools. In some cases, respondents hired professional consultants, environmental experts, engineers, and biologists to design trails. When prompted to provide details on the effectiveness of existing tools used to address environmental concerns, we heard from respondents that these were either neutral or effective.



In previous engagements, we found that trail associations **effectively enhance the environmental awareness and appreciation of their members**. However, more could be done to **educate tourists and the general public**.

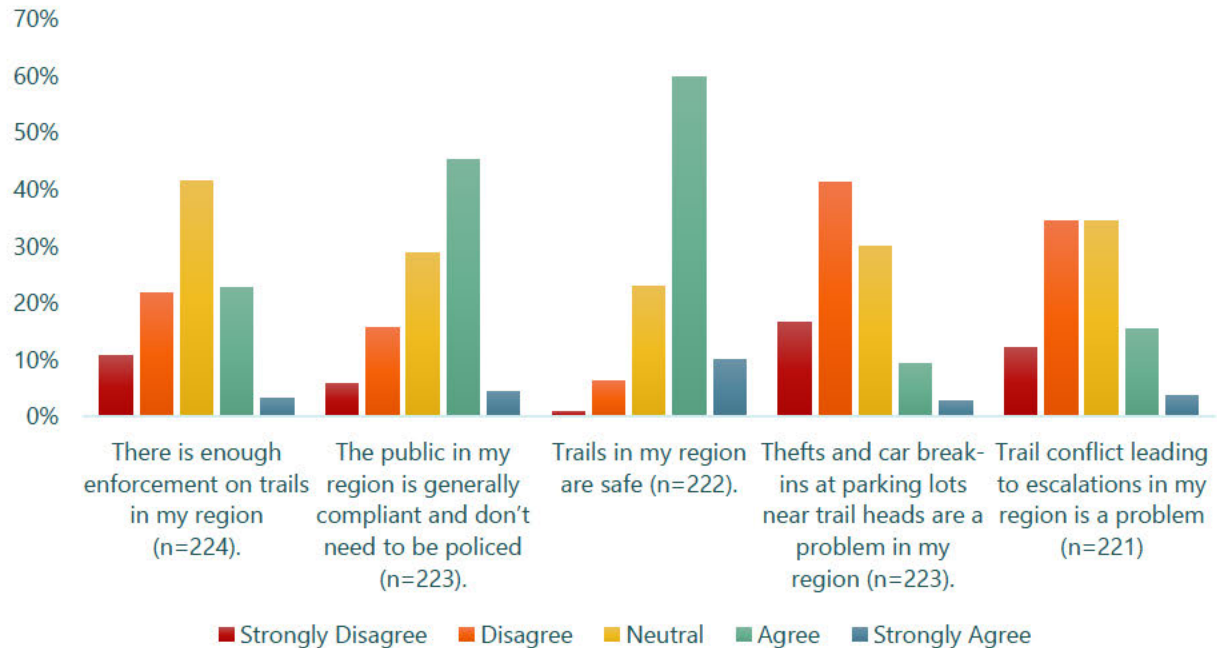
We heard that local government representatives most **firmly believe** that the Province should **develop educational tools to raise the environmental awareness and appreciation of users** and should **centralize environmental education efforts**. That said, they were also supportive of having local tourism offices play a role in educating tourists.

## Trails Strategy Review

### What We Heard Report: Local Governments

## Enforcement

We heard that local government representatives **felt that trails in their region are safe (70%)** and that the public is generally compliant and **does not** need to be policed (**49%**). Additionally, respondents generally did not believe that **thefts** and **trail conflicts** were significant issues in their region.

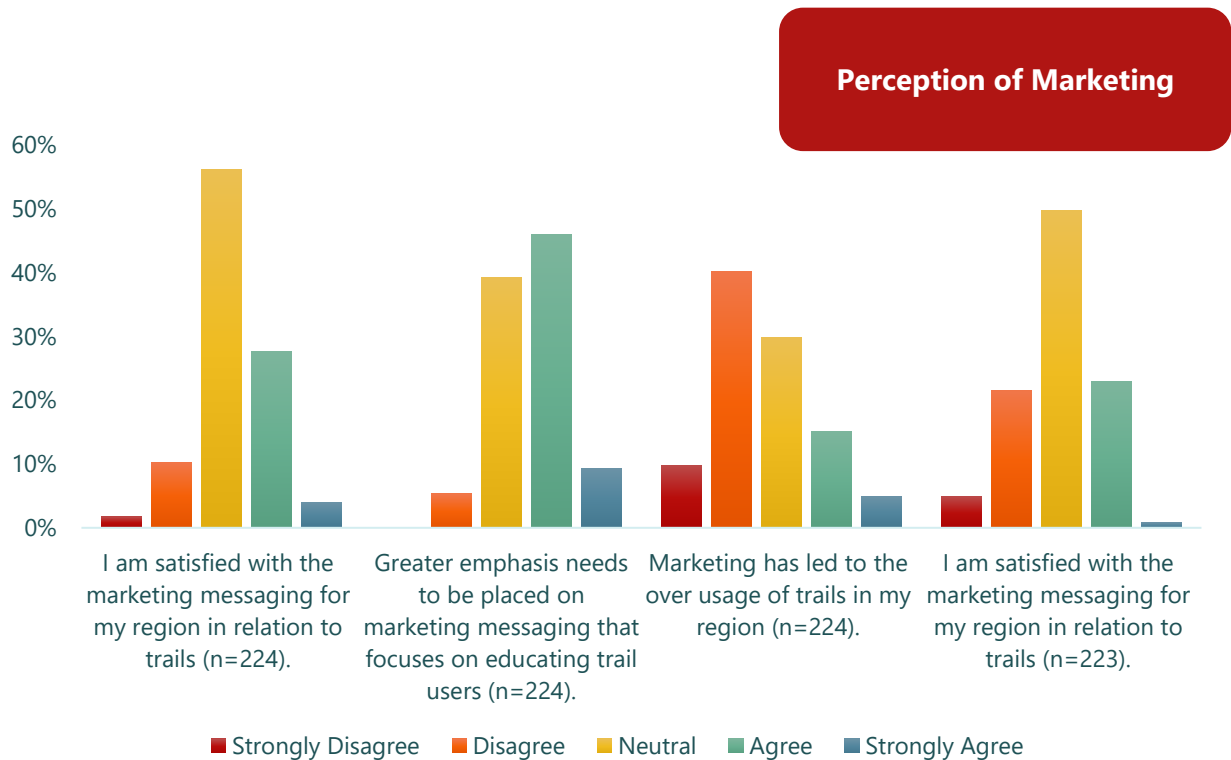


Regarding issues related to enforcement, the most cited areas needing increased attention to ensure compliance were:

-  Off-leash dogs in mandatory on-leash areas
-  Unauthorized trail building
-  Motorized users accessing non-motorized areas
-  Conflict between the various user types
-  Theft in parking lots

## Communication and Marketing

Overall, local government representatives were generally **neutral** when it came to questions around their perception of marketing efforts in the Province. Respondents typically did not have a strong opinion on its overall success and whether the marketing messaging adequately represented their region. However, there was a general appetite to shift the focus of marketing efforts to educate trail users.



We heard from **75% of all respondents** that their local government had mapped the local trails in their community, with **95%** of those communities **making this publicly available**.



## **Trails Strategy Review**

### What We Heard Report: Local Governments

## **Conclusion and Next Steps**

We appreciate all survey responses provided during this local government engagement period. We have heard that trails are essential to local governments across the Province, but additional support is required on behalf of the provincial government to maintain, fund, and build trails. Additionally, we heard that local governments would like to increase communication and partnerships among stakeholders to better trails in British Columbia, preserve trails and the environment for future generations, and ensure accessibility.

The PTAB will take this report, other engagements, and research into consideration to help them finalize their recommendations to the provincial government to update the Trail Strategy. The Province may then formally update the strategy to reflect the considerable information provided by the various stakeholder groups engaged in this process.

**From:** Barb Zeller [REDACTED]  
**Sent:** May 24, 2021 10:32 AM  
**To:** VoP Admin <[admin@pemberton.ca](mailto:admin@pemberton.ca)>  
**Subject:** BC Name Change - NO!!!!

Hello, Pemberton -

I see your idea of changing BC's name to reflect something less British has gained some publicity (theorca.ca).

Just wanted to point out that before you go attacking the name "British Columbia", (partly in the interests of indigenous reconciliation), you should perhaps start a bit smaller and look at your own town's name first.

"Pemberton" is very much an English name. You might want to start there.

Then there's the cost to taxpayers for changing every address in the province, plus whatever other identifications might need to be changed by businesses and governments. I, for one, seriously object to this cost and inconvenience (not to mention confusion on the world stage).

BC has been known around the world as "Beautiful British Columbia" or "Supernatural BC" for many decades. I remember seeing a "Beautiful BC" magazine in my grandparents' house in California in the 1960's! Do you really want to throw away the world reknown name brand that brings billions of tourism dollars to our province - part of which goes toward efforts toward indigenous reconciliation?

I think if this were to come to a provincial vote, the idea would be voted down pretty fast.

Regards,  
Barbara Zeller  
Burnaby, BC

**From:** Do Not Reply / Ne Pas Répondre (statcan/statcan) <[statcan.DoNotReply-NePasRepondre.statcan@canada.ca](mailto:statcan.DoNotReply-NePasRepondre.statcan@canada.ca)>

**Sent:** May 28, 2021 12:25 PM

**To:** VoP Admin <[admin@pemberton.ca](mailto:admin@pemberton.ca)>

**Subject:** Help us spread the word about the steps that Statistics Canada is taking to keep Canadians safe during the census! / Aidez-nous à faire connaître les mesures prises par Statistique Canada pour assurer la sécurité des Canadiens pendant le recensement!

*(La version française suit.)*

Dear Mayor:

The 2021 Census is currently underway! Census collection began on May 3, 2021 and there is still time to complete the census questionnaire. This letter is to inform you of the steps that Statistics Canada is taking to protect the safety and security of all Canadians while they are undergoing enumeration.

Our goal is to conduct a “contactless” census. We anticipate that the great majority of Canadians will complete the questionnaire through our efficient, secure, and user-friendly online application. Respondents without reliable access to the Internet can also call the Census Help Line to complete their census questionnaire over the phone or request a paper questionnaire. When no response is received, Statistics Canada employees will attempt to contact Canadians by telephone. Statistics Canada employees will only conduct follow-up visits after all other methods of contacting individuals who have not responded have failed.

Enumerators visiting dwellings will follow a new no-contact protocol. Under this protocol, no interviews will be conducted inside the respondent’s dwelling and no census employee from Statistics Canada is permitted to visit or enter institutional collective dwellings, especially the dwellings housing residents who are most vulnerable to COVID-19, such as seniors’ residences. In accordance with guidelines from public health authorities, interviews will be outdoors and physically distanced and census employees will be required to wear masks, and hand sanitizer will also be provided to employees so they may frequently disinfect their hands.

As you know, census data are critical to decision makers and Canadians from coast to coast to coast. In addition to informing public policy, census data are vital for planning schools, hospitals, daycare centres, family services, public transportation, and skills training for employment. Information from the census is also used to support numerous municipal programs related to infrastructure and public transportation and are used to measure Canada’s sustainable development and environmental goals. Information from the 2021 Census will be even more crucial because it will help your community evaluate the impact of the COVID-19 pandemic and to better plan for the future.

We would appreciate your active support in helping us make the 2021 Census a success.

Sincerely,

The Census Communications Team

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*(The English version precedes.)*

Bonjour,

Le Recensement de 2021 est en cours! La collecte du recensement a commencé le 3 mai 2021 et il est encore temps de remplir le questionnaire. La présente lettre vise à vous informer des mesures prises par Statistique Canada pour assurer la sécurité de tous les Canadiens pendant le dénombrement.

Notre objectif est de mener un recensement « sans contact ». Nous prévoyons que la grande majorité des Canadiens rempliront le questionnaire au moyen de notre application en ligne efficace, sécurisée et conviviale. Les répondants qui n'ont pas un accès fiable à Internet peuvent aussi communiquer avec l'Assistance téléphonique du recensement pour remplir leur questionnaire du recensement par téléphone ou demander un questionnaire papier. Si aucune réponse n'est reçue, les employés de Statistique Canada tenteront de communiquer avec les Canadiens par téléphone. Ils effectueront des visites de suivi seulement si toutes les autres méthodes de communication avec les personnes qui n'ont pas répondu ont échoué.

Les agents recenseurs qui visitent les logements suivront un nouveau protocole sans contact. En vertu de ce protocole, aucun entretien ne sera menée à l'intérieur du logement d'un répondant. En outre, aucun employé du recensement de Statistique Canada n'est autorisé à visiter les logements collectifs institutionnels ou à y pénétrer, en particulier ceux dont les résidents sont particulièrement vulnérables à la COVID-19, comme les résidences pour personnes âgées. Conformément aux directives des autorités de la santé publique, les entretiens auront lieu à l'extérieur en respectant les règles de distanciation physique. De plus, les employés du recensement devront porter un masque et disposeront de désinfectant pour les mains afin qu'ils puissent se désinfecter les mains fréquemment.

Comme vous le savez, les données du recensement sont essentielles pour les décideurs et les Canadiens d'un océan à l'autre. En plus d'éclairer les politiques publiques, les données du recensement sont cruciales à la planification des écoles, des hôpitaux, des garderies, des services familles, du transport en commun et de la formation pour acquérir des compétences nécessaires à l'emploi.

Les renseignements provenant du recensement servent également à appuyer de nombreux programmes municipaux liés à l'infrastructure et aux transports publics et permettent de mesurer les objectifs environnementaux et de développement durable du Canada. Les renseignements provenant du Recensement de 2021 seront encore plus déterminants parce qu'ils aideront votre collectivité à évaluer les répercussions liées à la pandémie de COVID-19 et à mieux planifier l'avenir.

Nous vous serions reconnaissants de votre soutien actif pour nous aider à faire du Recensement de 2021 un succès.

Cordialement,

L'Équipe des communications du recensement



## OPEN QUESTION PERIOD POLICY

**THAT** the following guidelines for the Open Question Period held at the conclusion of the Regular Council Meetings:

- 1) The Open Question Period will commence after the adjournment of the Regular Council Meeting;
- 2) A maximum of 15 minutes for the questions from the Press and Public will be permitted, subject to curtailment at the discretion of the Chair if other business necessitates;
- 3) Only questions directly related to business discussed during the Council Meeting are allowed;
- 4) Questions may be asked of any Council Member;
- 5) Questions must be truly questions and not statements of opinions or policy by the questioner;
- 6) Not more than two (2) separate subjects per questioner will be allowed;
- 7) Questions from each member of the attending Press will be allowed preference prior to proceeding to the public;
- 8) The Chair will recognize the questioner and will direct questions to the Councillor whom he/she feels is best able to reply;
- 9) More than one Councillor may reply if he/she feels there is something to contribute.

*Approved by Council at Meeting No. 920  
Held November 2, 1999*

*Amended by Council at Meeting No. 1405  
Held September 15, 2015*