



-REGULAR COUNCIL MEETING AGENDA-

Meeting #: 1586  
Date: Tuesday, September 12, 2023, 5:30 pm  
Location: Council Chambers  
7400 Prospect Street

"This meeting is being recorded as authorized by the Video Recording & Broadcasting of Open Meetings Policy.

Pages

1. **CALL TO ORDER (2:00pm)**  
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**  
**Recommendation:**  
THAT the meeting is closed to the public in accordance with the *Community Charter* Section 90 (1) (c) Employee Relations and (l) Annual Report, related discussions that in the view of Council could reasonably expect to harm the interest of the municipality if they were held in public.
3. **RECESS REGULAR MEETING (PUBLIC HEARING 5:30PM)**
4. **PUBLIC HEARING (5:30pm)**
  - 4.1 **Zoning Amendment (Comprehensive Development Zone 7 - Prospect Apartments)**  
**Bylaw No. 948, 2023**
5. **RECONVENE REGULAR MEETING**  
In honour of the Lil'wat7ul, the Village of Pemberton acknowledges that we are meeting within the unceded territory of the Lil'wat Nation.
6. **ADOPTION OF AGENDA**  
**Recommendation:**  
THAT the agenda be adopted as presented.
7. **RISE WITH REPORT FROM IN CAMERA**
8. **APPROVAL OF MINUTES**
  - 8.1 **Regular Council Meeting No. 1581, Tuesday July 18, 2023**  
**Recommendation:**  
THAT the minutes from the Regular Council Meeting No. 1586, held Tuesday, July 18, 2023, be adopted as circulated.
9. **BUSINESS ARISING FROM THE PREVIOUS REGULAR COUNCIL MEETING**
10. **BUSINESS ARISING FROM THE COMMITTEE OF THE WHOLE**
11. **COMMITTEE MINUTES - FOR INFORMATION**
12. **DELEGATION**
13. **STAFF REPORTS**
  - 13.1 **Office of the CAO**
    - a. **CAO Verbal Report**
  - 13.2 **Development Services**

4

- a. Harrow Agreement (Harrow Road Project) Bylaw No. 949, 2023 11
- Recommendation:**  
**THAT** Housing Agreement (Harrow Road Project) Bylaw No. 949, 2023 be given First, Second and Third reading to permit the Village to enter into a Housing Agreement substantially in the form attached

**13.3 Finance**

- a. 2022 Audited Financial Statements  
Trevor Martens, Chartered Professional Accountant, MNP  
Jennifer Saville, Chartered Professional Accountant, MNP

**14. BYLAWS**

**15. MAYOR'S Report**

**16. COUNCILLORS' Reports**

**17. CORRESPONDENCE**

**17.1 Correspondence for Action**

- a. Sharon Sauter, dated July 18, 2023 regarding Rezoning Application for Prospect Place Pemberton Townhomes Ltd. 28
- Recommendation:**  
**THAT** the correspondence be referred to staff for response.
- b. Nancy Lee, dated July 27, 2023, requesting a shade structure for the dog park. 29
- Recommendation:**  
**THAT** the correspondence be referred to staff for response.
- c. Jane Leone, dated August 10, 2023, requesting lighting improvements on the Friendship Trail. 32
- Recommendation:**  
**THAT** the correspondence be referred to the Parks and Trails Coordinator at the Squamish-Lillooet Regional District.
- d. Terri McCallum, dated August 12, 2023, and August 23, 2023, requesting consideration for an aquatics center 34
- Recommendation:**  
**THAT** the correspondence be referred to staff for response.

**17.2 Correspondence for Information**

- a. Avery Gottfried, A/Director, Ministry of Environment and Climate Change Strategy, dated July 14, 2023, regarding Single-Use and Plastic Waste Prevention Regulation 36
- b. Patrick Weiler, MP, West Vancouver-Sunshine Coast-Sea to Sky Country, dated July 21, 2023, regarding the launch of online public consultation for the development of a Safe LTC Act. 37
- c. Ministry of Forests, dated July 12, July 26, and August 25, 2023, requesting conservation of water use. 39
- d. Jen Ford, President, UBCM, dated July 26, 2023, regarding the first Community Works Fund payment. 41
- e. Sarah Valentine, dated July 31, 2023, regarding Parkside Developments 42
- f. Cindy Wedd, Corporate Officer, Township of Spallumcheen, regarding a recycling program for antifreeze containers and used oil 46
- g. Rebecca Bishop, Program Officer, UBCM, dated August 3, 2023, regarding grant approval under Next Generation 911 funding program. 47

- h. Keith Atkinson, Chair, BC Forest Practices Board, dated August 9, 2023, informing of a special report concerning Forest and Management in BC: Toward Landscape Resilience 51
- i. Patrick Weiler, MP, West Vancouver-Sunshine Coast-Sea to Sky Country, dated August 9, 2023, regarding the New Horizons for Senior Program. 52

**18. DECISION ON LATE BUSINESS**

**19. LATE BUSINESS**

**20. NOTICE OF MOTION**

**21. QUESTION PERIOD**

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**22. IN CAMERA, CONTINUED**

**Recommendation:**

**THAT** the meeting is closed to the public in accordance with the *Community Charter* Section 90 (1) (c) Employee Relations and (l) Annual Report, related discussions that in the view of Council could reasonably expect to harm the interest of the municipality if they were held in public.

**23. RISE WITH REPORT**

**24. ADJOURNMENT OF REGULAR COUNCIL MEETING**

**Recommendation:**

**THAT** the meeting be adjourned.

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

Meeting #: 1585  
Date: Tuesday, July 18, 2023, 5:30 pm  
Location: Council Chambers & Zoom Webinar  
7400 Prospect Street

COUNCILLORS: Mayor Mike Richman  
Councillor Ted Craddock  
Councillor Jennie Helmer  
Councillor Katrina Nightingale  
Councillor Laura Ramsden

STAFF: Elizabeth Tracy, Chief Administrative Officer  
Ethan Fredeen, Acting Manager of Corporate and Legislative Services  
Scott McRae, Manager Development Services\*  
Thomas Sikora, Manager of Finance\*  
Colin Brown, Planner II\*  
Mia Boljic, Planning Assistant\*  
Mark Barsevskis, Consulting Planner\*  
Elena Aranguren, Office Coordinator

PUBLIC: 1

MEDIA: 6

\*Denotes Partial Attendance  
*A recording of the meeting was made available to the media and public.*

**1. CALL TO ORDER (10:00am)**

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

At 10:02am Mayor Richman called the meeting to order.

**2. IN CAMERA**

At 10:02am Council moved In Camera.

Moved/Seconded

**THAT** the meeting is closed to the public in accordance with the *Community Charter* section 90 (1) (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.

**CARRIED**

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**3. RECESS REGULAR MEETING**

**4. RECONVENE REGULAR MEETING (5:30pm)**

At 5:30pm the Regular meeting was reconvened.

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

**5. ADOPTION OF AGENDA**

Moved/ Seconded

**THAT** the agenda be adopted as presented.

**CARRIED**

**6. RISE WITH REPORT FROM IN CAMERA**

Council Rose with Report from the In Camera with the following:

**6.1 Pemberton Secondary School Bursary Award**

Council rose with report to advise that Makenna Watters Reck was the recipient of the 2023 Village of Pemberton Bursary which is awarded to a graduating student that resides within the Village of Pemberton and attends Pemberton Secondary School. Council wished Ms. Watters Reck all the best in her studies at the University of Victoria.

**6.2 Crown Land Tenure Renewal on Pemberton Creek for an Investigative Use Licence**

Council directed Staff to advise the Ministry of Forests, that the Village of Pemberton will not be pursuing a renewal of the Investigative Use Licence which has been in place for the purposes of exploring an Independent Power Project on Pemberton Creek.

**7. APPROVAL OF MINUTES**

**7.1 Regular Council meeting No. 1585, Tuesday June 20, 2023**

Moved/Seconded

**THAT** the minutes of the Regular Council Meeting No. 1585, held Tuesday, June 20, 2023, be adopted as circulated.

**CARRIED**

**8. BUSINESS ARISING FROM THE PREVIOUS REGULAR COUNCIL MEETING**

**9. BUSINESS ARISING FROM THE COMMITTEE OF THE WHOLE**

Council rose with report from the Committee of the Whole Meeting No. 247

Moved/Seconded

**THAT** Council approve the housing action plan, for the purpose of application to the Housing Accelerator Fund, with the following amendments:

By removing the Initiative 3 as set out in the report:

**3. Development Approvals**

- a. *Affordable Housing – Waiving public hearings on all affordable housing projects that conform to the official community plan.*

- b. Implemented changes to decision-making such as delegating development approval authority to municipal staff based on established thresholds or parameters.*

AND replacing it with Initiative 6 as set out in the report and provided below:

- 6. Infrastructure, Facilities and Services – Updating infrastructure, facilities, and service planning and delivery to align with official community plans, growth targets, and housing needs assessment.*

**AND THAT** staff are directed to make the necessary changes after further consultation with CMHC staff to best reflect the committee’s recommendations, to the satisfaction of the Chief Administrative Officer.

**CARRIED**

**10. COMMITTEE MINUTES - FOR INFORMATION**

**11. DELEGATION**

**12. STAFF REPORTS**

**12.1 Office of the CAO**

**a. CAO Verbal Report**

**a. Electric Vehicle Charger Update**

CAO Tracy announced that the Village team is working on the next steps regarding the installation of the Electric Vehicle chargers in the Downtown Barn parking lot. This infrastructure will be fully funded and installed by BC Hydro and installation will start in 2024.

CAO Tracy thanked the Village team and Pemberton Chambers of Commerce for the community celebration that took place on July 1. CAO Tracy also expressed her gratitude to the Rotary Club of Pemberton and the Operations Department for their work in fixing and building new docks at One Mile Lake.

Moved/Seconded

**THAT** the CAO Verbal Report be received for information.

**CARRIED**

**12.2 Development Services**

**a. Development Variance Permit No. 133 - Daycare Building Variance to Interior Side Lot Line Setback and Parking Requirements Zoning Bylaw No. 832, 2018**

Moved/Seconded

**THAT** Council authorize issuance of Development Variance Permit (DVP) No. 133 for the lands located at 7396A/B Cottonwood St., and 7390 Cottonwood St. to vary the parking requirements and interior side lot line setbacks in the Village of Pemberton.

**CARRIED**

**b. ALC2023-001 Non-Adhering Residential Use, 7367 Pemberton Farm Road East**

Moved/Seconded

**THAT** the application for Non-Adhering Residential Use, submitted for the property at 7367 Pemberton Farm Road East, be authorized to proceed to the Agricultural Land Commission, and provide the following conditions:

- a) Agricultural uses must be prioritized.
- b) Size and intensity of residential uses should reflect the farm operations and accommodations required for farm operations.
- c) Approvals for additional residential uses should be conditional on appropriate mechanisms to ensure farm operations are optimized.

**AND THAT** approval of this application be contingent on a restrictive covenant or another satisfactory mechanism to ensure that;

- a) The proposed barn and dwelling unit are linked to the expansion of farm operations as described in Section 2 of ALC Policy L-26;
- b) That the barn portion of the building is used for farm activities to minimize further impact on farmland.

**CARRIED**

**12.3 Finance**

At 6:00pm Thomas Sikora, Manager of Finance, joined the meeting electronically.

**a. Municipal Finance Authority Equipment Financing - Public Works: Truck, Dump, Body, Wing, and Plow**

Moved/Seconded

**THAT** Council of the Village of Pemberton authorizes up to \$170,000 be borrowed, under Section 178 of the *Community Charter*, from the Municipal Finance Authority, for the purpose of a Public Works F550 Truck, Dump Body, Wing and Plow;

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

**CARRIED**

**b. Fire Truck Loan Authorization**

CAO Tracy informed Council that the decision on this matter will await the support of the Fire Committee.

**13. BYLAWS**

**13.1 Zoning Amendment Bylaw No. 948, 2023 (Comprehensive Development Zone 7 - Prospect Apartments)**

Moved/Seconded

**THAT** Zoning Amendment (Comprehensive Development Zone 7 - Prospect Apartments) Bylaw No. 948, 2023 be given First and Second Reading;

**AND THAT** Council set Tuesday, September 12, 2023 at 5:30pm as the date and time of the public hearing for Zoning Amendment Comprehensive Development Zone 7 (Prospect Apartments) Bylaw No. 948, 2023 to be held in Village of Pemberton Council

Chambers and/or in accordance with the Village's digital meeting policy subject to the following condition:

- i. That the Applicant completes a developer-led public information meeting prior to the Public Hearing.

**AND THAT** Final adoption only be considered upon the completion of a development agreement between the Applicant and the Village of Pemberton.

**CARRIED**

#### 14. **MAYOR'S Report**

Mayor Richman attended and reported on the following meetings and events:

- Squamish Lillooet Regional District Board (SLRD);
- Health Vision Sea to Sky; and
- Mayors and Regional Chairs of Lower Mainland.

Mayor Richman congratulated Skalulmecw Chief Dean Nelson for his acclamation as Political Chief, Gélpcał Ashley Joseph for his re-election as Cultural Chief and all the re-elected and new councillors from the Lil'wat Nation.

Mayor Richman thanked the Rotary Club of Pemberton and the Operations Department for their work at the One Mile Lake docks. Mayor Richman also acknowledged the work done by the Recreation Department at the basketball court and Canada Day Celebration.

#### 15. **COUNCILLORS' Reports**

Councillor Craddock attended the following meetings:

- Pemberton Valley Dyking District
- Tourism Pemberton

Councillor Nightingale attended the following meetings:

- Spelkúmtn Community Forest Interim Board
- Pemberton & District Library Board

#### 16. **CORRESPONDENCE**

##### 16.1 **Correspondence for Action**

- a. **Sophie Rivers, Resident, Village of Pemberton, dated June 18, 2023 regarding the Rezoning Application for Lot A Plan KAP73119 District Lot 202 Land District 27**

Moved/Seconded

**THAT** the correspondence be referred to staff for incorporation into the rezoning application review process;

**AND THAT** the correspondence be sent advising the development application review process;

**AND THAT** the concerns raised about the Geotech reports will be brought forward to the developer.

**CARRIED**



- b. **David Rossellat, Resident, Village of Pemberton, dated July 4, 2023 regarding Air Quality**

Moved/Seconded

**THAT** the correspondence be referred to Staff for response.

**CARRIED**

## **16.2 Correspondence for Information**

- a. **Leslie Kellett, Deputy Corporate Officer, City of Prince George, dated June 14, 2023 regarding Resolution Submitted to the 2023 UBCM Convention**
- b. **Abbey-Jane McGrath, Community Engagement Leader, Vancouver Coastal Health, dated June 29, 2023 regarding Health Vision Sea to Sky Engagement Opportunity**
- c. **Brenda Locke, Mayor, City of Surrey, dated July 4, 2023 regarding Police Services in Surrey**

Moved/Seconded

**THAT** correspondence be received for information.

**CARRIED**

## **17. DECISION ON LATE BUSINESS**

## **18. LATE BUSINESS**

## **19. NOTICE OF MOTION**

There was no Notice of Motion presented.

## **20. QUESTION PERIOD**

There were no questions from the Gallery.

## **21. IN CAMERA, CONTINUED**

At 7:09pm Council moved In Camera.

Moved/Seconded

**THAT** the meeting is closed to the public in accordance with the *Community Charter* Section 90 (1) (a) Personnel and (c) Employee Relations, 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**

## **22. RISE WITH REPORT**

Council rose without report

**23. ADJOURNMENT OF REGULAR COUNCIL MEETING**

At 7:30pm the meeting was adjourned.

Moved/Seconded

**THAT** the meeting be adjourned.

**CARRIED**

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Mike Richman, Mayor

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Ethan Fredeen, Deputy Corporate Officer

DRAFT

**Date:** Tuesday, September 12, 2023

**To:** Elizabeth Tracy, Chief Administrative Officer

**From:** Mark Barsevskis, RPP, MCIP Consulting Planner

**Subject:** Housing Agreement (Harrow Road Project) Bylaw No. 949, 2023 – First, Second and Third Readings

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### **PURPOSE**

This report introduces and requests Council consideration of first, second, and third readings for Housing Agreement (Harrow Road Project) Bylaw No. 949, 2023.

### **BACKGROUND**

Sea to Sky Community Services (SSCS) applied for an amendment to the zoning bylaw and a major development permit to facilitate a new affordable housing project known as the Harrow Road Project (HRP). The HRP includes 9,000 square feet of space on the 1st floor with 63 residential units on floors 2-5. The ground floor will consist of two market commercial units and approximately 7,000 square feet of community service space to be programmed by SSCS. The project is located at the corner of Harrow Road and Portage Road in Pemberton, BC at 7000 Harrow Road and legally described as LOT 2 DISTRICT LOT 203, LILLOOET DISTRICT PLAN KAP56640 (PID 023-384-018), proposed under rezoning application OR136.

The five (5) storey mixed-use building would include:

- Two commercial units and community service space on the ground floor (GFA 836 m<sup>2</sup>)
- Sixty-three (63) residential units on the 2<sup>nd</sup> to 5<sup>th</sup> floors
  - 30% Market Rentals (moderate incomes)
  - 50% Rent Geared to Income (or subsidized units for households that meet BC Housing limits)
  - 20% “Deep Subsidy” (intended for those on income supports)

The project is being funded by BC Housing’s Community Housing Fund and will offer units at affordable rates that are geared to seniors, people with disabilities, and low-income individuals and families.

At the Regular Council meeting on October 4, 2022, Council gave 3<sup>rd</sup> reading to Zoning Amendment (Comprehensive Development Zone 6 - SSCS Harrow Road Affordable Housing) Bylaw No. 936, 2022. One condition of the resolution was an obligation to adopt a Housing Agreement by bylaw prior to the adoption of the Zoning Amendment. The subject of this report is the obligation for the Owner to enter into a Housing Agreement, by bylaw pursuant to section 483 of the *Local Government Act* to be completed prior to adoption of the Zoning Amendment.

### **DISCUSSION & COMMENTS**

This report presents a Housing Agreement Bylaw attached as **Appendix A** for Council’s consideration of first, second and third readings. Housing agreements must be adopted by bylaw approved by Council. The proposed housing agreement is attached and forms a schedule to the Housing Agreement Bylaw so that it is clear what terms and conditions are being authorized. Once the Housing Agreement Bylaw is adopted, a notice is placed on the title of the property binding all subsequent owners to the terms of the housing agreement.

As part of BC Housing’s Community Housing Fund, the provincial agency defined and set the target mix of affordability to be achieved by the project. While the housing agreement will govern the provision of affordable housing within the development, SSCS will also be subject to a parallel Operating Agreement with BC Housing. The operating agreement governs more operational aspects of provisioning affordable housing such as resident eligibility, selection, and income verification. As a condition of project funding, SSCS has agreed to provide the following mix of affordability tiers:

- 20% deep subsidy units - offered to eligible low-income older adults and persons with disabilities or on income assistance
- 50% rent geared to income (RGI) units – subsidized housing calculated on a rent geared to income basis (30% of household total gross income, subject to a minimum rent)
- 30% below-market rental housing – rental rates equal to, or lower than, average rates in private-market rental housing

As the HRP is one project of many in BC Housing’s Community Housing Fund, BC Housing’s lawyers provided the first draft of the housing agreement for review. A term sheet was also requested to summarize the agreement. Village staff forwarded the agreement and term sheet for legal review. The Village’s lawyer suggested some minor changes which have been endorsed by BC Housing.

The project aligns with the Village’s Age-Friendly Affordable Housing Action Plan (2019) and satisfies the following goals as outlined in the plan:

<b>Village of Pemberton Age-Friendly Affordable Housing Action Plan Goals</b>	<b>Project Alignment</b>
1) Prioritize affordable housing	The Village is accepting and prioritizing the application for a Zoning Amendment and Development Permit.
2) Encourage housing design to meet changing household needs and allow seniors to age-in-place.	The Project includes a diverse array of unit types to meet different household needs. This includes, 31 one-bedroom units, 24 two-bedroom units, and 8 three-bedroom units. 87% of the units are adaptable and 13% are accessible. All 1-bedroom units will be targeted toward Seniors and will be designed and operated accordingly.
3) Focus on addressing housing needs for low to moderate income households	Units will be set at affordable rates set by BC Housing and eligibility will be based on household income.
4) Foster collaborative partnerships to address housing issues and related social infrastructures	SSCS is partnering with BC Housing through the Community Housing Fund and with the Village of Pemberton to make the project viable.

## **COMMUNICATIONS**

This report and request for Council consideration of First, Second, And Third Readings and does not require communication beyond appearing on a regular agenda of Council. Under the *Local Government Act*, a housing agreement bylaw does not require a Public Hearing or public notification.

## **LEGAL CONSIDERATIONS**

Section 483 of the *Local Government Act* provides the authority for local governments to enter into agreements for affordable housing that restrict the occupants and address matters including the form of tenure, rents and leases, and administration and management of the housing units. Section 219 of the *Land Title Act* enables covenants to be registered in favour of the local government and run with the land, irrespective of ownership.

## **IMPACT ON BUDGET & STAFFING**

Staff time is covered by the application fees and recoverable from the applicant in accordance with the Village of Pemberton's Fees and Charges Bylaw 905, 2021. Consulting fees are cost recoverable in accordance with the same bylaw.

## **INTERDEPARTMENTAL IMPACT & APPROVAL**

There are no interdepartmental impact or approvals required.

## **COMMUNITY CLIMATE ACTION PLAN**

The housing agreement is not considered in the context of the Community Climate Action Plan.

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

This item will not have an impact on the region as a whole.

## **ALTERNATIVE OPTIONS**

Alternative options for consideration are as follows:

### **Option One:**

**THAT** Housing Agreement (Harrow Road Project) Bylaw No. 949, 2023 be given First, Second and Third reading to permit the Village to enter into a Housing Agreement substantially in the form attached

### **Option Two:**

**THAT** Housing Agreement (Harrow Road Project) Bylaw No. 949, 2023 be modified to address the following concerns raised by Council:

- {to be provided by Council}

**RECOMMENDATIONS**

**THAT** Housing Agreement (Harrow Road Project) Bylaw No. 949, 2023 be given First, Second and Third reading to permit the Village to enter into a Housing Agreement substantially in the form attached

**ATTACHMENTS:**

**Appendix A:** Housing Agreement (Harrow Road Project) Bylaw No. 949, 2023 (Proposed Housing Agreement is attached to bylaw)

Prepared by:	Mark Barsevskis, RPP, MCIP, Consulting Planner
Manager Approval:	Scott McRae, Manager of Development Services
CAO Approval by:	Elizabeth Tracy, Chief Administrative Officer

VILLAGE OF PEMBERTON

BYLAW No. 949, 2023

Being a bylaw to Authorize the Village of Pemberton to Enter into a Housing Agreement.

Harrow Road Affordable Housing Project

WHEREAS Council may, by Bylaw, under Section 483 of the Local Government Act enter into a Housing Agreement which may include terms and conditions agreed to by the Village of Pemberton and the Owner respecting the occupancy of affordable housing units identified in the Agreement;

AND WHEREAS the Village of Pemberton intends to rezone the property at 7000 Harrow Road Pemberton, BC and legally described as LOT 2 DISTRICT LOT 203, LILLOOET DISTRICT PLAN KAP56640 (PID 023-384-018) to permit 9,000 square feet of commercial space on the 1st floor with residential units on floors 2-5;

AND WHEREAS the Owner has offered to enter into and register a Housing Agreement to ensure that the housing units are developed as proposed on the Lands described in this Bylaw, and the Village has deemed it expedient to require the Owner to enter into a Housing Agreement pursuant to Section 483 of the Local Government Act;

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

- 1. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the Local Government Act, in substantially the form attached to this Bylaw as Schedule "B", with respect to the land located in the Village of Pemberton known as 7000 Harrow Road, LOT 2 DISTRICT LOT 203, LILLOOET DISTRICT PLAN KAP56640 as shown shaded on the map attached to this bylaw as Appendix "A".
2. The Mayor and the Chief Administrative Officer of the Municipality are authorized to execute the Housing Agreements on behalf of the Municipality.

1. CITATION

This Bylaw may be cited as "Village of Pemberton Housing Agreement Bylaw (Harrow Road Project) Bylaw No. 949, 2023."

READ A FIRST TIME this day of , 2023.

READ A SECOND TIME this day of , 2023.

**READ A THIRD TIME** this            day of            , 2023.

**ADOPTED** this            day of            , 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer



**TERMS OF INSTRUMENT - PART 2**

**HOUSING AGREEMENT AND SECTION 219 COVENANT**

(Section 483 of the *Local Government Act* and Section 219 of the *Land Title Act*)

THIS AGREEMENT made as of the ♦ day of ♦, 2023.

BETWEEN:

**VILLAGE OF PEMBERTON**

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

(the “**Village**”)

AND:

**SEA TO SKY COMMUNITY SERVICES SOCIETY**

38024 Fourth Avenue  
PO Box 949  
Squamish, BC V8B 0A7

(the “**Owner**”)

WHEREAS:

- A. The Village may, pursuant to section 483 of the *Local Government Act*, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Village in respect of the use of land or construction on land;
- C. The Owner is the registered owner of those lands and premises located at the corner of Harrow Road and Portage Road in Pemberton, BC and legally described as:

PID 023-384-018  
LOT 2 DISTRICT LOT 203  
LILLOOET DISTRICT PLAN KAP56640

(the “**Lands**”);

- D. The Owner and the Village wish to enter into this Agreement to provide for affordable rental housing units on the Lands, on the terms and conditions set out in this Agreement,

and agree that this Agreement is a housing agreement under section 483 of the *Local Government Act* and a covenant under section 219 of the *Land Title Act*; and

- E. The Village has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of \$1.00 paid by each of the parties to the other (the receipt and sufficiency of which is acknowledged by each party) and in consideration of the promises exchanged below, the parties covenant and agree as follows:

1. Definitions

1.1 In this Agreement, unless otherwise defined, the following words have the following meanings:

- (a) **“Agreement”** means this agreement and includes all recitals, instruments, schedules, and amendments thereto;
- (b) **“BC Housing”** means British Columbia Housing Management Commission or its successor in function;
- (c) **“Building”** means the building(s) and all other structures to be constructed on the Lands, together with all alterations or repairs thereto and all improvements from time to time constructed upon or affixed or appurtenant to the Lands;
- (d) **“Deep Subsidy Unit”** has the meaning attributed to it in the Operating Agreement, and all such Units collectively, the **“Deep Subsidy Units”**;
- (e) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, together with all amendments thereto and replacements thereof;
- (f) **“Land Title Office”** means the applicable Land Title Office or its successor in function;
- (g) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, c. 1, together with all amendments thereto and replacements thereof;
- (h) **“Low Income”** has the meaning attributed to it in the Operating Agreement;
- (i) **“Market Unit”** has the meaning attributed to it in the Operating Agreement, and all such Units collectively, the **“Market Units”**;
- (j) **“Moderate Income”** has the meaning attributed to it in the Operating Agreement;

- (k) **“Operating Agreement”** means an agreement entered into or to be entered into between the Owner and BC Housing in substantially the same form reviewed by the Village, a copy of which can be obtained from BC Housing, that provides for, amongst other things, the roles and responsibilities of the Owner with respect to the operation of the Building and the Units, as the same may be amended from time to time;
- (l) **“Real Estate Act”** means the *Real Estate Act*, S.B.C. 1979, c. 356, together with all amendments thereto and replacements thereof;
- (m) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, together with all amendments thereto and replacements thereof;
- (n) **“RGI Unit”** has the meaning attributed to it in the Operating Agreement, and all such Units collectively, the **“RGI Units”**;
- (o) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, c. 43, together with all amendments thereto and replacements thereof;
- (p) **“Subdivide”** or **“Subdivision”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative units” or “shared interests in land” as defined in the *Real Estate Act*;
- (q) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Unit;
- (r) **“Termination Date”** means sixty (60) years from the date of execution of this Agreement by the Owner; and
- (s) **“Units”** means collectively, the sixty-three (63) units to be constructed on the Lands, and any one, a **“Unit”**.

2. Section 219 Covenant – Land Use Restrictions

2.1 The Owner hereby covenants and agrees as follows with respect to the Lands and Building up to the Termination Date:

- (a) once the Units have been constructed and the Village has issued an occupancy permit(s) for the Units, the Units shall be used only in accordance with this Agreement;
- (b) any development on the Lands shall include the Units to be used in a manner consistent with this Agreement;

{F29561-0003/01279783:3}

Housing Agreement (Harrow Road and Portage Road  
Village of Pemberton/Sea to Sky Community Services Society)

- (c) the Owner must select tenants in a manner that achieves the following Unit mix to the extent reasonably possible:
  - (i) 20% of the Units in the Building being Deep Subsidy Units;
  - (ii) 30% of the Units in the Building being Market Units; and
  - (iii) 50% of the Units in the Building being RGI Units,provided that for greater certainty, a deviation in the Unit mix arising from a change in household income of tenants shall not be considered a breach of this Agreement so long as the Owner acts reasonably in filling future vacancies in a manner that achieves the above Unit mix;
- (d) each Unit shall only be used for rental purposes, pursuant to a Tenancy Agreement;
- (e) every Tenancy Agreement shall identify all permanent occupants of a Unit;
- (f) no Unit on the Lands may be rented to or tenanted by any person for a term of less than thirty (30) days; and
- (g) the Owner shall operate the Units in compliance with the terms, conditions, requirements and restrictions contained in this Agreement and the Operating Agreement.

2.2 The Owner acknowledges that the Village will not allow the Units to be sold independently of each other. The Village may permit the Owner to Subdivide the Lands to Subdivide any excess lands within the Lands (which are not required as part of the Building in which the Units will be built), provided that the Owner will be able to ensure that the Units can be built within current bylaws on the remainder portion of the Lands (the “**Remainder Lands**”), in which case the Village will upon Subdivision in this manner, discharge this Agreement from title to the excess lands, with this Agreement remaining in full force and effect against the Remainder Lands. The Owner may Subdivide the Building pursuant to the *Strata Property Act*, in which case, the Village will, upon Subdivision in this manner, discharge this Agreement from title to all strata lots other than those strata lots that comprise the Units.

2.3 The Owner hereby covenants and agrees that the Owner must not sell or transfer, or agree to sell or transfer, any interest in the Units, other than a full interest in the Owner’s freehold title, to a purchaser that agrees to assume the terms and conditions of this Agreement. This section does not restrict the Owner from granting easements, rights of way and similar interests in land subject to this Agreement having priority over such interests.

- 2.4 The Units may not be occupied on the Lands or used for any purpose and the Village shall not be obligated to issue any occupancy permit until and unless:
- (a) the Owner has constructed the required number of Units in accordance with section 2.1(b);
  - (b) the Units have received an inspection granting occupancy; and
  - (c) the Owner has entered into an Operating Agreement with BC Housing with respect to the Units.
3. Notice to be Registered in the Land Title Office
- 3.1 The Owner acknowledges and agrees that:
- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
  - (b) notice of this Agreement shall be registered in the Land Title Office by the Village at the cost of the Owner in accordance with section 483 of the *Local Government Act*; and
  - (c) pursuant to section 483(6) of the *Local Government Act*, this Agreement shall be binding on all persons who acquire an interest in the Lands from the Owner after registration of this notice, and unless discharged in accordance with this Agreement, shall run with and bind the Lands in perpetuity.
4. Compliance with Agreement
- 4.1 The Owner hereby irrevocably authorizes the Village to make such inquiries as it considers reasonably necessary in order to confirm that the Owner is complying with this Agreement.
- 4.2 The Owner agrees that it will, upon request from time to time, provide to the Village a report in writing, to the reasonable satisfaction of the Village, describing compliance with this Agreement.
5. Enforcement and Waiver
- 5.1 Nothing contained or implied herein shall prejudice or affect the rights and powers of the Village in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this

Agreement shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

- 5.2 The parties agree that the Village is not obligated to inspect the Lands or to otherwise ensure compliance with this Agreement, nor is the Village obligated to remedy any default of this Agreement. A failure by the Village to enforce this Agreement shall not constitute a waiver of any of the Village's rights herein.
- 5.3 Notwithstanding any provision to the contrary in this Agreement, if the Owner is in default of its obligations in this Agreement then the Village may, by written notice to the Owner:
- (a) require such default to be corrected within thirty (30) days after receipt of such notice; and
  - (b) if within the thirty (30) days after receipt of such notice the default has not been corrected or reasonable steps to correct the default have not been taken, the Village, without limiting any other right it might have, may, but is under no obligation to, enter onto the Lands and rectify such default to the extent considered necessary by the Village, or pursue any other remedy consistent with the provisions described in sections 5.4 and 5.5.
- 5.4 No remedy under this Agreement is deemed to be exclusive but will, where possible, be cumulative with all other remedies available at law or in equity.
- 5.5 The Owner covenants and agrees that, in addition to any remedies that are available under this Agreement or at law, the Village is entitled to all equitable remedies, including specific performance, injunction and declarative relief to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

## 6. Demolition

- 6.1 The Owner will not demolish any Building in which a Unit is located, unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length from the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Building without demolishing the same, and the Owner has delivered to the Village a copy of the engineer's or architect's report; or
  - (b) the Building is damaged or destroyed to the extent of 40% or more of its replacement value above its foundations, as determined by the Village in its sole discretion,

and, in each case, a demolition permit for the Building has been issued by the Village. Upon the issuance of such demolition permit, the Owner will completely demolish the Building and remove all portions of the Building, including all foundations and debris, from the Lands and restore the Lands to a neat and level condition.

- 6.2 If the Building in which a Unit is located is demolished, this Agreement shall continue to apply to the Lands and any construction on the Lands shall continue to be subject to the requirements of this Agreement.

7. Termination Date, Discharge or Amendment

- 7.1 This Agreement shall be discharged or amended only by an instrument duly executed by both the Owner and the Village. Notwithstanding the foregoing, a unilateral discharge is the right of the Village under section 9.1(c).
- 7.2 Pursuant to section 483(4) of the *Local Government Act*, this Agreement may be amended only by a bylaw adopted with the consent of the Owner.
- 7.3 Notwithstanding any provision to the contrary in this Agreement, all of the covenants of the Owner to the Village contained herein (including with respect to the Units) will expire on the Termination Date and upon such expiry, the Village agrees to execute a discharge of this Agreement from title to the Lands (or any lands Subdivided from the Lands).

8. Indemnity and Release

- 8.1 The Owner hereby releases, indemnifies and saves harmless the Village from all loss, damage, costs (including without limitation legal costs), expenses, actions, suits, debts, accounts, claims and demands (collectively, the “**Claims and Losses**”), including without limitation any and all claims of third parties (and including personal injury, death or damage occurring in or on the Lands), which the Village may suffer, incur or be put to arising directly or indirectly out of or in connection with this Agreement, including:
- (a) any breach by the Owner of any covenant or agreement contained in or related to this Agreement;
  - (b) any negligent act or omission of the Owner or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible;
  - (c) the exercise of discretion by any Village employee or official for any matter relating to this Agreement;

- (d) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands, the Building or any portion thereof, including any Unit;
- (e) the exercise by the Village of any of its rights under this Agreement or an enactment; and/or
- (f) the Village withholding any demolition, building or occupancy permit in accordance with the terms of this Agreement.

Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, the indemnity being granted by the Owner hereunder shall exclude such Claims and Losses arising from the negligent acts or omissions, bad faith or willful misconduct of the Village.

8.2 The indemnity and release set forth in section 8.1 shall survive the termination of this Agreement.

9. Agreement for Benefit of Village Only

9.1 The parties agree that:

- (a) this Agreement is entered into only for the benefit of the Village;
- (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Lands, the Building or any portion thereof, including any Unit; and
- (c) the Village may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

10. Miscellaneous

10.1 Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates under this Agreement.

10.2 This Agreement represents the whole agreement between the Village and the Owner, and there are no warranties, representations, conditions or collateral agreements made by the Village or the Owner except as set forth in this Agreement.

10.3 The captions and headings throughout this Agreement are for convenience and reference only and the words and phrases contained therein will in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement or in any way affect this Agreement.



- 10.4 If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 10.5 Each of the parties shall at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.
- 10.6 All notices, demands and requests which may or are required to be given pursuant to this Agreement will be in writing and will be sufficiently given if served personally upon the party for which it is intended, or mailed prepaid and double registered:

- (a) in the case of the Village, addressed to:

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

Attention: Chief Administrative Officer

- (b) in the case of the Owner, addressed to:

Sea to Sky Community Services Society  
38024 Fourth Avenue  
PO Box 949  
Squamish, BC V8B 0A7

Attention: Executive Director

or at such other addresses as each of the parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand or request will be deemed to be the date of delivery if such notice, demand or request is served personally or if mailed as aforesaid on the fifth business day next following the date of such mailing; provided, however, that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slow down of postal service or other labour dispute which affects the delivery of such notice, then such notice will be deemed to be received when actually delivered.

- 10.7 Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict, except that the Owner

shall be responsible for ensuring that every Tenancy Agreement fairly reflects the material terms of this Agreement.

- 10.8 Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made from time to time to such statute and regulations and as they are in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- 10.9 The Owner will do everything necessary, at the Owner's expense, to ensure that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands and that this Agreement will be noted and registered against title to the Lands in priority to all financial charges and financial encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the Village or in favour of the Village.
- 10.10 The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the freehold interest in the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the freehold interest in the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the freehold interest in the Lands.
- 10.11 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assignees.

By signing the General Instrument Part I, the parties have agreed to be bound by their respective obligations contained in this Agreement.

## PRIORITY AGREEMENT

BC HOUSING (the “**Chargeholder**”) is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Land Title Office under numbers CB446881 and CB446882, respectively (the “**Chargeholder Charges**”).

The Chargeholder, being the holder of the Chargeholder Charges, by signing the General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of this covenant under section 219 of the *Land Title Act* (the “**Covenant**”) and hereby covenants that this Covenant shall bind the Chargeholder Charges in the Lands and shall rank in priority upon the Lands over the Chargeholder Charges as if the Covenant had been registered prior to the Chargeholder Charges and prior to the advance of any monies pursuant to the Chargeholder Charges. The grant of priority is irrevocable, unqualified, and without reservation or limitation.

PO Box [REDACTED]  
Pemberton, BC  
V0N 2L0

July 18, 2023

Village of Pemberton  
PO Box 100  
Pemberton, BC

Dear Mayor and Council

Regarding: Rezoning Application for Prospect Place Pemberton Townhomes Ltd

I would like to introduce myself, Sharon Sauter, I have been a member of this community since 1997.

I would like to voice my opinion regarding the rezoning application for the Prospect Place Pemberton Townhomes Ltd. This piece of property is zoned for a single-family home(R-1). The current owner has applied to change the zoning to comprehensive development (CD) for 59 units. I'm writing to object to the application.

I have one important reason why this application should be denied. This piece of property is in the wetlands/marsh area of the Pemberton Village. I find it hard to believe that this would be approved by the Water & Land Ministry and the Development Services of Pemberton, knowing what we currently know about climate change and experiencing flooding in BC for the past couple of years. The ministry made it clear that we should not be developing on the valley floors (Abbotsford area in 2021)

We know that homeowners can't get flood insurance when located in the flood plain areas. I know this important fact after I purchased my home (mind you I was young -but the realtor never mentioned this back in the late 90's). When we have heavy rains, it causes residents to hope and pray that all the dykes will hold and that we will come through the event unscathed.

I believe the environmental/geotechnical study reports from 2018 included in the development application would not be accurate or supported today.

For many years, the Village of Pemberton has encouraged citizens to support and approve developments that would be building above the valley floor because of the flooding risk in our area. (Benchlands and Sunstone) These developments have not reached build out yet. I do see other applications seeking approval or has been approved for development that would be in a more appropriate and on higher ground area within the Pemberton Village. I don't really think that we need to approve Prospect Place Pemberton Townhomes Ltd land -when the area acts like a sponge for the local area. Why put more future residents, (potentially 120 plus people) at risk. Currently, the Village of Pemberton has approved hundreds of units to be built.

Sincerely

Sharon Sauter

July 27, 2023

To: Mayor and Council, and Staff of Village of Pemberton

Re: Offleash Dog Park Request

Dear Mayor, Council, and Staff

The offleash dog park between the BMX track and Poplar Street has been a welcome addition to our community. It allows a safe and controlled space for dogs to play and socialize. It is used all year round, unlike the One Mile dog beach which is unsafe when the lake starts to freeze, and when the ice begins to thaw. However, this park has no trees or water, and nothing else to provide shade for dogs and their human companions. Therefore, on our hot sunny days, it is underutilized.

Various dog parents have brought water dishes, pails and large jugs which we fill at the BMX hut tap, and lug back to the dog park. This requires us to leave our dogs unattended while we do so, and since there is no shade, on hot days the water quickly gets too warm for the dogs to drink.

Last week I spoke about this with some nice men from the Village who were installing the lovely new docks on One Mile. They suggested that I write to make a formal request to have a very simple structure built on the south end (BMX-side) of the dog park, like a lean-to or even a table with a piece of plywood on the back, where we can put the water bowls to keep them in the shade. They felt they had the materials on hand to build something basic quite easily.

It would also be so wonderful if there was a way to have a hose or tap at the dog park so that we could fill the water without having to lug a heavy bottle/pail from the BMX hut. Is there any possibility of having a hose splitter with a shut off valve from this hut, or from the irrigation line used for the grass by the community centre parking lot? I am unclear who "owns" the tap, but it would make it so much easier for us not having to carry a large heavy jug of water while leaving our dogs unattended.

Here are some pictures:



Carlos standing in the only shade he can find at 10am.



Water dish and jug donated by members of the public, in full sun all day.



Powell River Dog Park Shade Structure

While I am currently requesting something very basic for keeping the water dishes shaded, it would be amazing to have a permanent shade structure built at some point. I am including a photo of the dog park in Powell River. <http://powellriverprc.ca/facilities-parks/parks/>.

This lovely structure was built by the local government with help from local service clubs/organizations. It provides an awesome shaded area for both humans and dogs. There is also a water fountain for the dogs. Please note that I have researched community grants that have been publicized recently. In two cases, I was told that while Dog Park improvements would be eligible for funding, it had to be requested by a registered non-profit or an organized group with representation by local government. Since dog owners are not an organized group, I was not able to apply. I have spoken to a previous VoP Councillor who feels that there are many grants that the Village can explore for this type of improvement. As well, perhaps our local service clubs could be approached for financial assistance. I am also confident that if there was a need for owners to help with labour, we would get a good response.

Thank you for your consideration of a basic structure for water dishes, a water tap, and a permanent shade structure in future.

Regards,

Nancy Lee (and Carlos the Whoodle)

██████████, Pemberton

██████████  
██████████

**From:** no-reply@webguidecms.ca <no-reply@webguidecms.ca>  
**Sent:** Wednesday, August 9, 2023 5:40 PM  
**To:** Ethan Fredeen <efredeen@pemberton.ca>; Elizabeth Tracy <etracy@pemberton.ca>  
**Subject:** Website Submission: Write to Mayor & Council - pemberton.ca

Village of Pemberton - Website Submission: Write to Mayor & Council - pemberton.ca

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

## Form Submission Info

**First Name:** Jane

**Last Name:** Leone

**Street Address:** [REDACTED]

**PO Box:**

**Town/City:** Pemberton

**Province:** BC

**Postal Code:** V0N 2L [REDACTED]

**Phone Number:** [REDACTED]

**Email:** [REDACTED]

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

**Message to Mayor & Council:** I am writing on behalf of my 16 year old daughter, Tay Leone. She travels the Friendship Trail on her bike to and from the Pemberton Plateau on a regular basis. She has bike lights but is finding the trail difficult and scary to navigate when it is dark outside. She is choosing to hop onto the highway so she can see where she is going, which is not ideal.

We were wondering if the Village of Pemberton would be willing to install a number of solar fence post lights along the trail to help illuminate the trail and give a visual on where the pathway is?

Please consider this cost effective request to aid in the safety of all community members looking for a safe way to travel to and from the Village.

We look forward to hearing from you.



Sincerely,  
Jane, Mike & Tay Leone

**Freedom of Information:**

Village of Pemberton

## Pemberton Aquatic Centre and Water Play Park

Terri McCallum [REDACTED]@gmail.com>

Sat 2023-08-12 6:16 AM

To: VoP Admin admin@pemberton.ca ; Terri McCallum [REDACTED]@gmail.com

To Mayor Mike Richman and Council of Pemberton Village

After the very quick chat about the above subject while in the queue at the Friday Market on 11<sup>th</sup> August 2023, I felt it might be beneficial to follow up on our discussion. Below is a rundown on the scope in mind, think community well being.

### SCOPE:

The vision is a **swimming pool and water play park complex** suitable for toddlers to seniors, built with graduated levels of water including safe separation of toddlers from the 'deep end' where diving is possible. Showers and changing rooms are needed of course; and perhaps it would be astute to provide a separate pool for disabled people's use perhaps with a hoist?? to stop the need to travel elsewhere. If it is decided to build the preferred indoor pool, designing big folding doors or sliders to the play park section from the indoor pool might be sensible, to be opened when the play park is in use. Bleachers each side of these doors "outside/inside" would be well used and of course in the inside pool area for event viewing. Use of an indoor pool would be wonderful 12 months a year.

The **water play park** is based on a cause and effect scientific method where, for example, a child can hand pump until water spurts out elsewhere surprising any individual standing nearby; or, sit peddling a stationary bicycle to start a geyser; etc. There is a water play park on the beach at the lakefront in Kelowna which has numerous examples of this type of cause and effect. Perhaps we can **access plans** for this from the Kelowna District Council Offices as suggested in our conversation. Kelowna's water park is located on the lakefront at the beach so of course is not open in winter. It is a free venue for families/community to gather for the well being of all.

A beautifully **landscaped picnic area** with picnic tables and BBQs and a large grassed area and (even if at a later date), a **bandstand** would be a huge asset to the venue.

To assist and hopefully stop vandalism and theft and prevent animals from entering (ie bears etc), **fencing** the complex would be very smart.

A well enclosed garbage area.

Adequate parking.

Consideration for a wholesome food café would be beneficial leased as a business and thereby providing income annually from the lease. Accessed both from inside and outside to help with income. Stipulate no eating in water play area – use the picnic area only.

The water play park has **earning potential** to sustain care and maintenance of the whole complex, ie, staffing etc which is a big expense BUT it is important to ensure the cost to users doesn't detain families from using the facility often. An **Olympic sized pool** would encourage a good training facility for Olympic sports teams and individuals.

First aid station-heart monitor etc

Thank you for your time reading this and I hope it will be put forward or consideration for the general good of the people of Pemberton and visitors

Terri McCallum  
604 [REDACTED]

## RE: Pemberton Aquatic Centre and Water Play Park

Terri McCallum [REDACTED]@gmail.com>

Wed 2023-08-23 3:55 PM

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

Hi I have further information to append to the above item on the Agenda at the next Council meeting.

The Kelowna website has interesting and pertinent information to take on board should discussion reach that point of enquiry:-

- The Kelowna Water Play park is **open daily** from mid May to June 1 between 10am and 6pm, then from June to September from 10am to 8pm. I would think this would be weather permitting.
- DONATIONS can be made for various items needed as follows:-
  - a. Picnic Table: \$2,800 + costs = \$3,000 which includes a concrete pad, the bench or table, a brass plaque with 4-5 lines of text, installation plus 10 years maintenance.
  - b. 6' long bench: Black powder coated aluminum frame with light beige recycled plastic lumber board mounted onto it.
  - c. Picnic Table: Rectangle polished concrete size 4 ft x 6 ft. Plaque mounted in the middle
  - d. Trees: \$600 large deciduous. No plaque option.
  - e. Other: Bike Rack - Drinking fountain - Dog Bag Dispenser - Piece of playground equipment (Contact Park Services).
- Cycle Track
- Jogging Track
- Food Kiosk/s
- A name tree, ie, In a window on the glass, etch a tree and interested people buy a leaf where their names are etched into the glass.
- A tiled wall where interested people by a tile where their names are imprinted on the tiles.

This information may assist should it be decided to obtain assistance with funding the building of the park from the public.

Thank you for your time in reading this.

Terri McCallum  
604 [REDACTED]

## Announcement - Single-Use and Plastic Waste Prevention Regulation

Plastics ENV:EX <Plastics@gov.bc.ca>

Fri 2023-07-14 12:05 PM

To:Plastics ENV:EX <Plastics@gov.bc.ca>

Good afternoon,

The CleanBC Plastics Action Plan was launched in 2019 by Environment and Climate Change Strategy Minister, Hon. George Heyman. Today, we are pleased to share that the Single-Use and Plastic Waste Prevention Regulation has been released and will begin to come into force on December 20, 2023.

This new regulation advances government's commitment to phase-out specific single-use and plastic items, and provides a consistent provincewide regulatory framework. The provincial regulation is designed to complement and expand on the actions taken by B.C. municipalities and the federal government.

The regulation prioritizes the prevention of waste and pollution coming from single-use and plastic items through a variety of policy tools, such as:

- A ban on certain types of single-use plastic items in B.C, including:
  - single-use plastic shopping bags (including compostable plastic bags)
  - single-use plastic utensils (including compostable plastic utensils)
  - foodservice packaging made from compostable plastics, biodegradable plastics, PVC, PVDC, and polystyrene foam
  - all packaging made from oxo-degradable plastics
- Charging minimum fees on alternatives to single-use plastic shopping bags (i.e. single-use paper and reusable shopping bags)
- Requiring single-use food service accessories to be made available only by request or opt-in
- Providing exemptions for reasons of accessibility, affordability, or if no suitable alternative is available

The Single-Use and Plastic Waste Prevention Regulation will be published on [bclaws.gov.bc.ca](https://bclaws.gov.bc.ca). A guidance document will be released in the following weeks on the [plastics webpage](#), providing the public and businesses with more detailed information about the regulation. If you have questions in the meantime regarding the new provincial regulation, please contact [Plastics@gov.bc.ca](mailto:Plastics@gov.bc.ca).

Sincerely,

Avery Gottfried  
A/Director, Clean Communities  
Environmental Standards Branch  
Ministry of Environment and Climate Change Strategy



Ministry of Environment and Climate Change Strategy



HOUSE OF COMMONS  
CHAMBRE DES COMMUNES  
CANADA

*Patrick Weiler*

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

July 21, 2023

Dear Friends & Neighbours,

Every senior in Canada deserves to live in dignity, safety, and comfort, regardless of where they live. Budget 2023 outlined the Government's plan to provide close to \$200 billion over 10 years in funding to provinces and territories to improve health care services for Canadians. Helping Canadians age with dignity at home with access to home care or in a safe long-term care (LTC) facility is one of the shared priorities of this funding.

As we saw in our community and across the country, the COVID-19 pandemic shone a light on the problems in LTC and highlighted long-standing and systemic challenges across Canada. As the pandemic exposed uncomfortable truths within LTC, the Government of Canada is taking action to meet the evolving needs of seniors and to work with provinces and territories in order to support improvements.

Today, the Honourable Jean-Yves Duclos, Minister of Health, and the Honourable Kamal Khara, Minister of Seniors, **announced the launch of a [public online consultation](#) to support the development of a Safe LTC Act.**

The development of the Safe LTC Act builds on the Government of Canada's commitment to support seniors and persons with disabilities across the country. On January 31, 2023, the Government of Canada welcomed the release of two independent LTC standards from CSA Group and the Health Standards Organization (HSO), which provide guidance for delivering services that are safe, reliable and—most importantly—centred on residents' needs.

In the wake of the newly released LTC standards, for which the Government of Canada contributed close to \$850,000 to develop a robust consultation strategy, this important legislation will aim to help foster advancements of the quality and safety in LTC services across the country.

The 60-day online consultation will invite people, including LTC residents and their families, to share their perspectives and expertise on how to improve the quality and safety of LTC, foster the implementation of the LTC standards, address human resources challenges, and strengthen accountability in the LTC sector. Feedback will help inform the drafting of the legislation.

*Constituency Ottawa*

6367 Bruce Street Suite 282, Confederation Building  
West Vancouver 229 Wellington Street, Ottawa  
British Columbia V7W 2G5 Ontario K1A 0A6  
Tel.: 604-913-2660 | Fax.: 604-913-2664 Tel.: 613-947-4617 | Fax.: 613-847-4620

Recognizing traditional jurisdictional responsibilities over the delivery of LTC, the Government of Canada will also work with provincial and territorial governments on the Safe LTC Act and how to best support the delivery of quality and safe LTC services. The consultations will also include discussions and roundtables with relevant experts and stakeholders to obtain advice on how federal legislation can help support improvements in the quality and safety of LTC.

The Government of Canada is committed to meeting the needs of seniors, including helping to ensure they can access the safe, quality health care they need and deserve.

I highly encourage everyone in our riding [to participate in the online consultation, which you can do by following the instructions on this webpage](#). As always, if you have any questions, please do not hesitate to reach out.

Sincerely,



Patrick Weiler, MP  
*West Vancouver-Sunshine Coast-Sea to Sky Country*



August 25, 2023

File: D2023

Village of Pemberton (22419)  
 BOX 100 7400 PROSPECT STR PEMBERTON BC  
 V0N2L0

Dear Water Licence Holder,

**Re: Request for Reduction of Water Use in Response to Drought Level 5**

The South Coast Region is currently in the midst of severe drought conditions. This area of the South Coast Region has been elevated to a **Drought Level 5**. We are requesting all water users to voluntarily conserve water and **reduce withdrawals from surface water and groundwater sources by 50% or more** for the remainder of the season to protect socio-economic and ecosystem values.

The current drought conditions and continued high water withdrawals significantly increase the stress on fish populations. Minimizing water use now will help reduce the likelihood of further declines in stream flows, which will ultimately benefit all users, fish populations and aquatic habitats. All water users need to do their part of reduce the impacts on the resource.

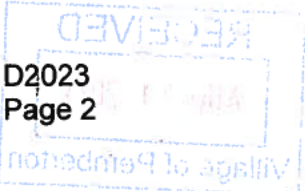
Should water levels fall below critical low flows (e.g. flows below which significant or adverse impacts will occur to aquatic species), further regulatory action may be taken under the *Water Sustainability Act*, such as Temporary Protection Orders or other Orders that require stopping water diversion.

Level	Impacts	General Response Measures
0	There is sufficient water to meet socio-economic and ecosystem needs	Preparedness
1	Adverse impacts to socio-economic or ecosystem values are <b>rare</b>	Conservation
2	Adverse impacts to socio-economic or ecosystem values are <b>unlikely</b>	Conservation Local water restrictions where appropriate
3	Adverse impacts to socio-economic or ecosystem values are <b>possible</b>	Conservation Local water restrictions likely
4	Adverse impacts to socio-economic or ecosystem values are <b>likely</b>	Conservation and local water restrictions Regulatory action possible
5	Adverse impacts to socio-economic or ecosystem values are <b>almost certain</b>	Conservation and local water restrictions Regulatory action likely Possible emergency response

**Licence Terms and Conditions**

As a reminder, we request that Water Licence holders review the terms and conditions of their licence and in particular, the period when water may be used. Most irrigators may

.../2



notice this period ends on September 30<sup>th</sup>. If you anticipate using water outside of the dates indicated on your licence, please consider one of the following:

1. A use approval application for temporary water use,
2. An amendment to current licence to extend the date, or
3. A new use licence for additional water.

However, please be advised that approvals, licence amendments, and new licence applications will not necessarily result in an authorization being issued this season and may depend on water availability.

For more information please visit the Water Licence and Approvals website (<https://www2.gov.bc.ca/gov/content/environment/air-land-water/water/water-licensing-rights/water-licences-approvals/apply-for-a-water-licence>).

**Flow Monitoring and Drought Levels**

Provincial water staff continue to closely monitor river levels, ecosystems, and weather forecasts and are frequently updating the Provincial Drought Information Portal. For more information on drought and recommended water conservation measures, please visit the drought information website (<http://bit.ly/BCDroughtPortal>). This website provides drought updates, a link to the drought portal, effects of drought, suggestions on how to deal with drought, an overview map of the drought levels for the province, and any angling closures.

I would like to thank you in advance for your efforts to conserve water and help protect water resources for future use and ensure the continued health of important aquatic habitats.

Yours truly,



Emily Elsliger  
Assistant Water Manager



July 26, 2023

Mayor Mike Richman and Council  
Village of Pemberton  
Box 100  
Pemberton, BC V0N 2L0

Dear Mayor Mike Richman and Council:

**RE: CANADA COMMUNITY-BUILDING FUND: FIRST COMMUNITY WORKS FUND  
PAYMENT FOR 2023/2024**

I am pleased to advise that UBCM is in the process of distributing the first Community Works Fund (CWF) payment for fiscal 2023/2024. An electronic transfer of \$89,508.54 is expected to occur in August 2023. This payment is made in accordance with the payment schedule set out in your CWF Agreement with UBCM (see section 4 of your Agreement).

CWF is made available to eligible local governments by the Government of Canada pursuant to the Administrative Agreement. Funding under the program may be directed to local priorities that fall within one of the eligible project categories.

Further details regarding use of CWF and project eligibility are outlined in your CWF Agreement and details on the Canada Community-Building Fund can be found on our [website](#).

For further information, please contact Canada Community-Building Fund Program Services by e-mail at [cbf@ubcm.ca](mailto:cbf@ubcm.ca) or by phone at 250-356-5134.

Sincerely,



Councillor Jen Ford  
UBCM President

PC: Thomas Sikora, Manager of Finance

## Parkside Developments

Sarah Valentine <[REDACTED]>

Mon 2023-07-31 2:26 PM

To: Development Services <developmentservices@pemberton.ca [REDACTED]@targetdevelopments.com [REDACTED]@targetdevelopments.com>; Jennie Helmer <jhelmer@pemberton.ca>; Katrina Nightingale <knightingale@pemberton.ca>; VoP Admin <admin@pemberton.ca>; Colin Brown <cbrown@pemberton.ca>; [REDACTED] [REDACTED]@clearcourse.ca>; [REDACTED] [REDACTED]@gmail.com

📎 4 attachments (5 MB)

Video mov Video 1 mov image0 png image0 jpeg

Hello, again!

My name is Sarah Valentine and I live at [REDACTED] Pinewood Place - along the far east southeast corner of the Rivertown's Parkside development - and I would like to make a suggestion for providing for the mandatory Green Space for Parkside please.

There is a section along the far east side of the development that is very steep and has a long-time existing trail used by most of the residences of the Plateau: we would like to ask that the trail is kept as well as all the vegetation that grows along it. Please see map attached of said area:

This is an existing Green Space along the far edge of the development and I welcome you to walk up the steep-sided trail to see that it is the only logical solution for the location of the mandatory Green Space, as well as practical as no extra grading would have to be done to the area.

Please, I do not want to see the little greenery that has grown as wildlife habitat (as well as privacy from the many users of the pump track) removed so you can try to recreate a true habitat with some weed-covered mounds with one tree, two bushes & 5 grasses. (For one, you should ask the landscapers to plant trees in slight depressions, mounds only cause severe run-off!)

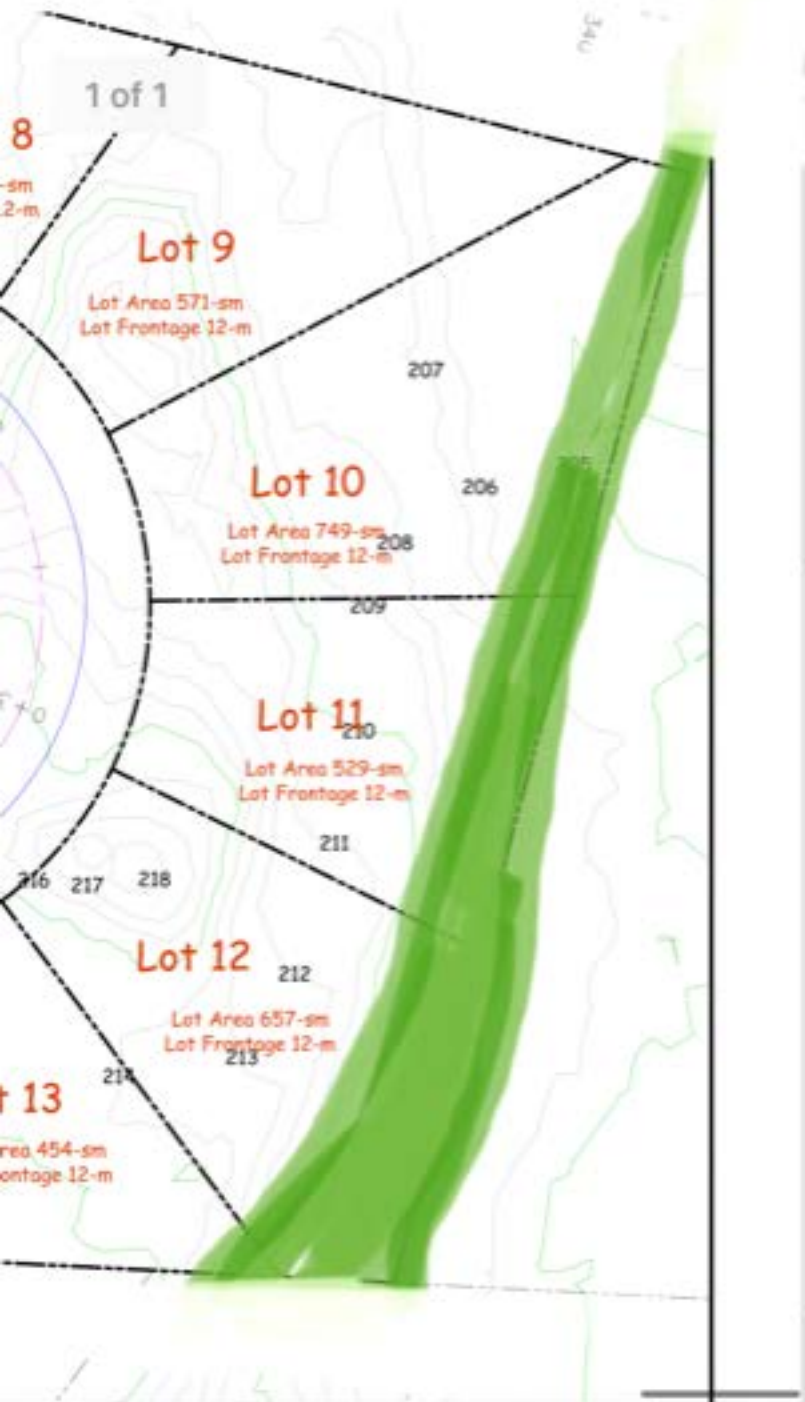
Although altogether the area is considered 'Brown Space', studies in the UK have found unused Brown Space to be a boon in providing for undisturbed habitat for native animals. Look up John Little - a leader in Brown Space landscaping.

As the closest neighbour to, and the most affected by, Riverside, I beg, plead and demand that you please keep and rezone this scrubby and rambling Green Space; it is full of cedar and pine saplings, wild roses, black raspberries, Saskatoon berries, etc plus a major bird habitat and nursery for snakes (please see video attached of snakes huddling in the sun each spring, weird but wonderful).

Removing this existing green ecotone would in a matter of fact destroy the lives and habitat of much wildlife. Please let me know if there is further discussions being held with the public re: Parkside as our neighbourhood is concerned.

Sincerely  
Sarah





# THE CORPORATION OF THE TOWNSHIP OF SPALLUMCHEEN

4144 Spallumcheen Way, Spallumcheen, BC V0E 1B6  
Phone: 250-546-3013 • Fax: 250-546-8878 • Toll Free: 1-866-546-3013  
Email: mail@spallumcheentwp.bc.ca • Website: www.spallumcheentwp.bc.ca



July 15, 2023

File: [REDACTED]

Regional District of North  
Okanagan  
9848 Aberdeen Road  
Coldstream, BC V1B 2K9

Ministry of Environment &  
Climate Change  
PO Box 9047 Stn Prov Gov  
Victoria, BC V8W 9E2

Recycle BC  
405-221 West Esplanade  
North Vancouver, BC  
V7M 3J3

**Re: Recycling Program for Antifreeze Containers and Used Oil Collection at the Armstrong Spallumcheen Diversion and Disposal Facility**

At the Monday, May 1, 2023 Township of Spallumcheen Regular Council Meeting, the following resolution was passed:

***“...THAT the Township of Spallumcheen Council recommend a letter be sent to the Regional District of North Okanagan (RDNO), Ministry of Environment and Climate Change, and Recycle BC to support plastic, such as antifreeze containers, and used oil collection/recycle depot at the Armstrong Spallumcheen landfill/transfer station located at 4399 Powerhouse Road, noting that the program should be at no cost due to the environmental fee already being paid at the time of product purchase;***

***AND THAT the Township of Spallumcheen Council direct staff to carbon-copy the letter to the BC member municipalities and to the Union of British Columbia Municipalities (UBCM) to gain support of Municipal and RDNO landfill/transfer station sites.”***

The Township Council believes that keeping these types of containers and contaminants out of our landfills is essential to maintaining healthy lands and aquifers.

Thank you for your attention to this matter. If you have any questions in this regard, please contact the undersigned.

Respectfully,

[REDACTED]

Cindy Webb  
Corporate Officer

CW/mw

cc: Member Municipalities

August 3, 2023

Mayor Richman and Council  
Village of Pemberton  
7400 Prospect Street  
Pemberton, BC V0N 2L0

Reference: [REDACTED]

**Re: 2023 Next Generation 911 Funding – Approval Agreement & Terms and Conditions of Funding**

Dear Mayor Richman and Council,

I am pleased to inform you that a grant in the amount of \$45,000 has been approved for the Village of Pemberton under the Next Generation 911 funding program that is being administered by the Union of BC Municipalities (UBCM).

This funding is to support local preparedness for the implementation of Next Generation 911. Funding is being provided on an allocation-basis and 50% of the approved amount will be issued when the signed copy of this agreement is returned to UBCM. The balance of the grant will be available when UBCM has received and approved the required final report and financial summary.

The Ministry of Citizens' Services has provided funding for this program and the general Terms & Conditions are attached. In addition, and in order to satisfy the terms of the contribution agreement, the following requirements must be met in order to be eligible for grant payment:

- (1) This approval agreement is required to be signed by the CAO or designate and returned to UBCM within 30 days of the date of this letter;
- (2) The funding is to be used solely for the purpose of local preparedness for the implementation of Next Generation 911;
- (3) All expenditures must meet eligibility and funding requirements as defined in the *Program & Application Guide* (refer to Sections 3 and 4);
- (4) All project activities must be completed within three years and no later than August 7, 2026;
- (5) The final report is required to be submitted to UBCM within 30 days of project end date and no later than September 11, 2026;

*The Next Generation 911 program is funded by the Province of BC*

- (6) Any unused funds must be returned to UBCM within 30 days following the project end date;

Please note that descriptive information regarding eligible recipients will be posted on the UBCM and/or provincial government websites, or shared through provincial governments news releases or events, and all interim, progress and/or final report materials may be made available to the provincial government.

If you have any questions, please contact Local Government Program Services at 250-387-4470 or rbishop@ubcm.ca.

Sincerely,



Rebecca Bishop, Program Officer

cc. Elizabeth Tracy, CAO

Reference: AP8275


**Approval Agreement** (to be signed by the CAO or designate)

I, \_\_\_\_\_, authorized designate of the Village of Pemberton, have read and agree to the general Terms & Conditions and the requirements for funding under the **2023 Next Generation 911** program.

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

*A digital or original signature is required*

Please return an electronic copy of this signed Approval Agreement Attention of the Program Administrator to @ubcm.ca



## General Funding Terms & Conditions

*The purpose of the Terms & Conditions is to provide basic information on grants administered by the Union of BC Municipalities through Local Government Program Services (LGPS). For specific information regarding the requirements of each funding program, please refer to the relevant Program & Application Guide. For information regarding a specific project approved through LGPS, please refer to the approval agreement.*

### 1. Definitions

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**Approved Applicant:** In general, LGPS grants are awarded to local governments (regional districts and municipalities) and, in some programs, First Nations or other eligible applicants. The approved applicant is the primary contact for UBCM and is responsible for overall grant management.

**Approved Partner(s):** Organizations that contribute directly to the approved project and are identified in the application. This may include boards of education, health authorities, First Nations or Indigenous organizations, non-profit organizations and local governments (other than the applicant). Refer to program guides for requirements for partners in regional applications.

**Approved Project:** The activities described in the application and budget and approved by UBCM.

**Cash Expenditures:** Direct costs properly and reasonably incurred and paid for with money by the approved applicant or approved project partner for the development or implementation of the approved project. For example, catering and consultant fees can be cash expenditures.

**Community Contribution:** Some LGPS programs require cost-sharing. The community contribution is the portion of the approved project cost that is required to be provided by the approved applicant or an approved partner. This can be in cash or in-kind, but must be an eligible expenditure.

**In-Kind Expenditures:** The use of resources of the approved applicant or approved project partner for the development or implementation of the approved project. For example, the use of meeting rooms owned by the applicant or approved partner can be an in-kind expenditure.

### 2. Eligible & Ineligible Expenditures

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Eligible expenditures, including community contributions, are direct costs that are properly and reasonably incurred by the approved applicant or approved partner as part of the approved project.

To be eligible for grant funding, these costs must be outlined in the detailed budget submitted by the approved applicant as part of the application process and be approved by UBCM.

### 3. Grant Management & Applicant Responsibilities

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#### Notice of Decision

All applicants will be informed of the status of their application by letter, generally within 90 days of the application deadline. Approved applicants will be informed of specific conditions of the grant approval and are required to sign and return a copy of the Approval Agreement.

#### Applicant Responsibilities

Approved applicants are responsible for:

- Ensuring that approved activities are undertaken as outlined in the approved application and within the required timeline

- Providing proper fiscal management of the grant and approved project (see below)
- Submitting final reports as required by the Program & Application Guide (see below)

### **Accounting Records**

Acceptable accounting records must be kept that clearly disclose the nature and amounts of eligible expenditures (cash and in-kind) incurred as part of the approved project. Financial summaries are required to be submitted as part of the final report and must be signed by a representative of the approved applicant.

In all cases, the final project expenditure must be net of any rebates (such as GST/PST) that the approved applicant or approved partner is eligible to receive.

### **Changes to or Cancellation of Approved Project**

Any significant variation from the approved project as described in the approved application must be approved, including any major changes to:

- Start or end dates
- Cash and in-kind expenditures or matching funds (when required)
- Project purpose, goals, outcomes or milestones
- Project partners

If an approved project is cancelled, the approved applicant is responsible for ensuring any grant monies that have been advanced are returned to UBCM within 30 days, or as outlined in the Program & Application Guide.

## **4. Reporting Requirements**

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### **Submission of Reports**

Approved applicants are required to submit final reports as outlined in the Program & Application Guide. Please note the following when submitting a report:

- When completing a UBCM report form please ensure that each question is answered and that all attachments are complete. Follow any sample templates that UBCM provides.
- Submit all documents as Word or PDF files. Note: files over 20mb cannot be accepted.
- Submit all digital photos or images as JPEG files. Note: files over 20mb cannot be accepted.

### **Extensions and Outstanding Reports**

In order for an approved project to continue past the approved end date – or for a final report to be submitted after the established deadline – approved applicants must contact UBCM to request and be granted approval for an extension.

Approved applicants that do not request extensions and have outstanding reports may forfeit the final payment of their grant and may not be eligible to apply to future LGPS programs until reports are received.

## **5. Recognition of Funding and Funders**

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Approved applicants should contact UBCM for more information on recognizing funding and for information on the appropriate use of logos. Please contact LGPS at (250) 356-2947.

**Attn: Mayor & Council, Chief Administrative Officer**

FPBoard, Public Access <FPBoard@bcfpb.ca>

Wed 2023-08-09 11:07 AM

Dear Mayor & Council, and Chief Administrative Officer,

I would like to draw your attention to a special report recently released by the Forest Practices Board, [Forest and Fire Management in BC: Toward Landscape Resilience](#). The report highlights an urgent need to change how BC's forests and landscapes are managed to reduce the risk of catastrophic wildfire. Over 39 million hectares of public land in BC are at high or extreme threat of wildfire, and the negative effects on health, the environment and the economy affect all British Columbians. The Board is calling for urgent action by the provincial government to create a province-wide vision and action plan to improve landscape resilience and reduce the risk of catastrophic wildfire.

This report aims to raise public and policymaker awareness about the broad negative consequences of catastrophic wildfire, the impacts of climate change, and the inability of current forest and fire management policies to solve this problem. The Board recognizes that the level of action required to address catastrophic wildfire will require coordination and cooperation across all levels of government. We encourage you to read the report, consider how a change in how landscapes are managed could benefit your community, and consider your role in effecting this change.

The Forest Practices Board will be a participant in the 2023 UBCM Convention and tradeshow. Please visit our booth to learn more about the Board's work, including the recommendations in the report.

The Forest Practices Board is BC's independent watchdog for sound forest and range practices, reporting its findings and recommendations directly to the public and government. The board audits forest and range practices on public lands and the appropriateness of government enforcement. It can also make recommendations for improvement to practices and legislation. To find out more, please visit our website at <https://www.bcfpb.ca/>

Sincerely,

Keith Atkinson  
Chair, BC Forest Practices Board

*Please forward to other persons as appropriate. Many thanks!*



HOUSE OF COMMONS  
CHAMBRE DES COMMUNES  
CANADA

*Patrick Weiler*

Member of Parliament

West Vancouver-Sunshine Coast-Sea to Sky Country

August 9, 2023

Dear Friends & Neighbours,

The New Horizons for Seniors Program (NHSP) is a federal grants and contributions program that provides funding for projects that make a difference in the lives of seniors and in their communities. The community-based stream of the NHSP supports community-based projects that are designed by seniors for seniors. This program funds projects that empower seniors in their communities and contribute to improving their health and well-being.

**The 2023-24 call for proposals for community-based projects through the New Horizons for Seniors Program (NHSP) was launched on August 1st and is open until September 14, 2023 at 12:00 pm Pacific Standard Time (PST).**

Community-based project funding supports activities in which seniors are engaged, connected and actively involved in their communities. Organizations are eligible to receive up to \$25,000 in grant funding for projects that support the following priorities.

- Priority 1: Supporting healthy aging
- Priority 2: Preventing senior abuse
- Priority 3: Celebrating diversity and promoting inclusion,
- Priority 4: Supporting financial security

I encourage all interested organizations to consider applying for funding. [For more details, to schedule an information session, and to start your application, please see this webpage.](#) We are happy to support your application in any way that we can, so please do not hesitate to reach out to our office.

Sincerely,



Patrick Weiler, MP  
*West Vancouver-Sunshine Coast-Sea to Sky Country*

*Constituency Office*

6367 Bruce Street Suite 282, Confederation Building  
West Vancouver 229 Wellington Street, Ottawa  
British Columbia V7W 2G5 Ontario K1A 0A6

Tel.: 604-913-2660 | Fax.: 604-913-2664 Tel.: 613-947-4617 | Fax.: 613-847-4620

## 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*