

COUNCIL CORRESPONDENCE UPDATE TO OCTOBER 11, 2023 (8:30 a.m.)

Correspondence

- (1) October 4, 2023, regarding "North Shore Waste Water Treatment Plant Stays Right Where it Is"**
- (2) October 4, 2023, regarding Gleneagles Pump Station Upgrade**
- (3) October 6, 2023, regarding "Re: Clegg House HRA proposal" (Proposed Heritage Revitalization Agreement, Heritage Designation, and Development Permit for 1591 Haywood Avenue) (Referred to the October 23, 2023 public hearing)**
- (4) October 8, 2023, regarding "Bylaw infractions" (Dogs)**
- (5) Committee and Board Meeting Minutes – Arts & Culture Advisory Committee meeting September 5, 2023**

Correspondence from Other Governments and Government Agencies

No items.

Responses to Correspondence

- (6) Acting Senior Manager of Parks, October 4, 2023, response regarding "Ambleside park playground"**
- (7) Acting Senior Manager of Parks, October 4, 2023, response regarding "Suggestion" (Public Amenities)**
- (8) Community Planner, October 4, 2023, response regarding Proposed Heritage Revitalization Agreement, Heritage Designation, and Development Permit for 1591 Haywood Avenue (Referred to the October 23, 2023 public hearing)**
- (9) Community Planner, October 6, 2023, response regarding Proposed Heritage Revitalization Agreement, Heritage Designation, and Development Permit for 1591 Haywood Avenue (Referred to the October 23, 2023 public hearing)**
- (10) Community Planner, October 6, 2023, response regarding Proposed Heritage Revitalization Agreement, Heritage Designation, and Development Permit for 1591 Haywood Avenue (Referred to the October 23, 2023 public hearing)**
- (11) Engineering & Transportation Services, October 10, 2023, response regarding Gleneagles Pump Station Upgrade**

From: [Redacted] s. 22(1)
Sent: Wednesday, October 4, 2023 1:33 PM
To: dnvCouncil@dnv.org; CityCouncil@cnv.org; correspondence; MayorHarvie@delta.ca; cco@squamish.net
Cc: mike@mikelittle.ca; [Redacted] s. 22(1)
Subject: North Shore Waste Water Treatment Plant Stays Right Where it Is
Attachments: capilano5r1 (1)map.pdf; cutoff lands agreement squamish IR5 (3).pdf

CAUTION: This email originated from outside the organization from email address [Redacted] s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

DNV Mayor Little, DNV Council, CNV Council, DWV Council, Chair of Metro, Squamish Nation and Observers

Over the past 10 days I have involved myself at the deepest levels in researching the particulars of the Lions Gate Waste Water Treatment Plant under the Lions Gate Bridge in what some people label as West Vancouver, but also on lands claimed to be owned by the Squamish First Nation, and the so-called, alleged approval to decommission the existing plant and move it to the base of Pemberton Street in North Vancouver, the approval which I say is tenuous at best and from my [Redacted] s.22(1) of reading contract law and my multiple experiences as [Redacted] s. 22(1) is most likely non existent.

[Redacted] s.22(1) some of my findings [Redacted] s. 22(1) to DNV Council [Redacted] s. 22(1)

I did so in the context of a statement directed at 2022 Council Candidate [Redacted] s. 22(1), [Redacted] s. 22(1) at the time a candidate for Council of the District of North Vancouver, [Redacted] s. 22(1) a candidate for Mayor a candidacy [Redacted] s.22(1) support incumbent His Worship Mike Litte. This statement was directed at [Redacted] s. 22(1) by Mr. Dave Stuart, CAO of the DNV and a key person in the matter, when [Redacted] s.22(1) spoke of the failure of the plant to meet its December 2020 target completion and original budget. At the same meeting [Redacted] s. 22(1) spoke to particulars of the plant and made clear he was not a political candidate and held no such aspirations:

"Every election cycle candidates show up with criticisms of municipal projects. Its (the building of the new waste water treatment plant) being managed and being managed well." At the time a revised cost estimate had been published of \$1.08 billion, no work on been done on the site for a year, and no completion date existed, despite the plant already being 2 years late. (Dave Stuart, June 2022).

Mr. Stuart's statement in 2022 was perplexing since in 2014 he stated that the project must be completed before 2022 because in 2022 the pipes would fail. No pipes ever failed.

I affirm my research by embedding or appending to this email the following source material regarding the project.

1.An April 2017 Press Release from Acciona alleging a CAD525 million dollar project was approved by Metro.

BLOCKEDacciona[.]com/updates/news/acciona-to-build-new-cad-dollar-525-million-waste-water-treatment-plant-in-vancouver/?_adin=11551547647BLOCKED

The Press Release is false. The Dun and Bradstreet database indicated the Acciona bid was USD525 or CAD700 million.

2.A Q3 2018 report from the Squamish Nation states material false statements, regrettably including what must be labeled an outright lie on page 9:

The Lions Gate Wastewater Treatment Plan was built on Squamish Nation lands in 1971 without the permission of the Squamish Nation. The lands were confiscated and used to build the wastewater treatment plant that serves all residents of West Vancouver and North Vancouver. The Squamish Nation has long fought for the return of these lands and the removal of the Lions Gate Wastewater Treatment Plant.

BLOCKEDsquamish[.]net/wp-content/uploads/2021/09/Q3-2018-Quarterly-Report-from-Council_final[.]pdfBLOCKED

No land was ever confiscated. The land has been controlled by the Squamish Nation since the original plant was built circa 1961. The Squamish did, in fact, approve the lease for the land. The proof is affirmed by the attached lease among Ottawa, Metro and the Squamish, signed by the Chief and all councillors, with every page initialled by the Chief and all councillors, approving a 20-year perpetual renewing lease, the lease which is now current and will remain current out to 2041. If, before 2041, all of the partners, Ottawa, Metro and the Squamish provide 2-years notice or more, no later than 2039, the lease can be cancelled. There is NO other way to cancel the lease.

By copy to the Squamish Nation, I caution that hyperbole, allegations of criminal behaviour, threats and false information are not ways to reconcile the issue of how best to upgrade the existing plant in its location under the Lions Gate Bridge. If the existing Chief and Council disagree with the decisions of the previous Chiefs and Councils, that disagreement is an internal matter, not one to be resolved by having North Shore residents pay 30-45% of the now expected \$4 billion cost for unneeded new plant. I further caution that I am solely the messenger. I get enough harassment from DNV Municipal Hall and need not outsource such occasions to other alleged aggrieved parties.

3. There are No documents from either Ottawa nor Metro related to cancellation of the lease. None. Not in the public domain.

4. Contrary to many statements made, the origins of upgrading the existing Lions Gate Plant **DID NOT** flow from legislation out of Ottawa in 2012. Instead they flowed from the 2010-2011 Metro Liquid Waste Management Plan calling for an **UPGRADE** not a replacement of the Lions Gate Plant. The Plan was approved by the Province of BC in 2011.

https://archive.news.gov.bc.ca/releases/news_releases_2009-2013/2011ENV0025-000653.htm

Metro Vancouver Liquid Waste Management Plan Approved

VICTORIA – Environment Minister Terry Lake has approved a new liquid waste management plan (LWMP) for Metro Vancouver that deals with the pressure of an increasing population while planning to bring an aging infrastructure up to modern standards.

archive.news.gov.bc.ca

5. Contrary to claims that the existing Lions Gate Plant is land constrained and could not be used for secondary and tertiary treatment, the appended map shows dozens of acres available for the 6 acres needed for secondary and tertiary treatment.

My portfolio contains many references during the period 2007-2012 of how, what was a Costco application for the Pemberton site in 2007, then a proposed location for a Translink bus depot morphed in late 2012 into a proposed site for a new waste water treatment plant. None of those documents remotely disclose any legal, environmental nor engineering reasons for the new location. The location was simply picked by the DNV's Mayor Richard Walton and Dave Stuart to block the Costco application and the Translink Bus Depot absent any other competing sites. Metro made no public comments about the site until 2018 when ground was broken. CNV Mayor Darryl Mussatto supported the site solely because it offered a free source of methane waste which could be used to power the infamous Lower Lonsdale Energy Corporation (LLEC) a most troublesome matter. At no time was there ever a discussion by any authority in the public domain, or any domain for that matter, of why a new site was required. For the sake of simplicity, I do not append all of the documents.

Requests

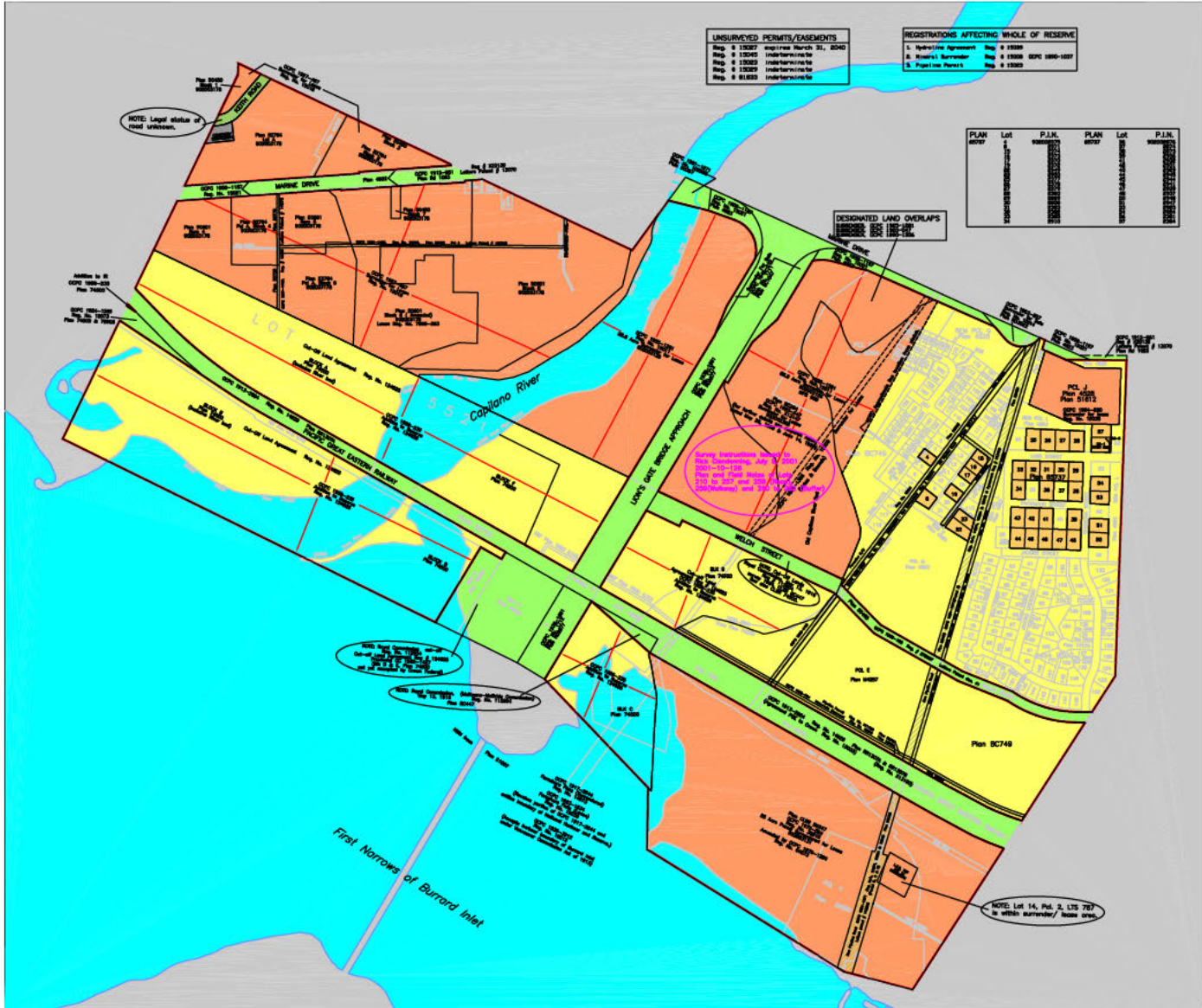
1. The existing lease be enforced with secondary and tertiary treatment added to the existing plant on land below the Lions Gate Bridge.
2. The \$776 million spent to date be written off as an unrecoverable, sunk cost.
3. The build out of secondary and tertiary treatment be designed to mitigate unpleasant smells to ALL local residents including residents of the DWV and the alleged Squamish Nation lands.
4. The RCMP investigate why the Acconia bid was accepted when competing bids, now available on the Dunn and Bradstreet database, including the Ellis Don bid, indicate the Acconia bid was critically flawed because existing technology in 2017 did not allow for the project to remotely come in at the price alleged, which today still is not agreed from the 2017 documents, and it was impossible to complete the plant until 2023, a fact now 100% affirmed. A simple governance vetting by junior staff in 2017 would have ruled out the Acconia bid. There are others who will confirm the content of this paragraph. Why was a bid accepted that was clearly not credible?

Sincerely,

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North Vancouver

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UNSURVEYED PERMITS/EASEMENTS

Reg. # 13027	expiring March 31, 2040
Reg. # 13028	Indeterminate
Reg. # 13029	Indeterminate
Reg. # 13030	Indeterminate
Reg. # 13031	Indeterminate

REGISTRATIONS AFFECTING WHOLE OF RESERVE

1. Hydro/Line Agreement	Reg. # 13039
2. Rental Surrender	Reg. # 13040
3. Pipeline Permit	Reg. # 13041

PLAN	Lot	P.I.N.	PLAN	Lot	P.I.N.
2007	1	200701	2007	1	200701
2007	2	200702	2007	2	200702
2007	3	200703	2007	3	200703
2007	4	200704	2007	4	200704
2007	5	200705	2007	5	200705
2007	6	200706	2007	6	200706
2007	7	200707	2007	7	200707
2007	8	200708	2007	8	200708
2007	9	200709	2007	9	200709
2007	10	200710	2007	10	200710
2007	11	200711	2007	11	200711
2007	12	200712	2007	12	200712
2007	13	200713	2007	13	200713
2007	14	200714	2007	14	200714
2007	15	200715	2007	15	200715
2007	16	200716	2007	16	200716
2007	17	200717	2007	17	200717
2007	18	200718	2007	18	200718
2007	19	200719	2007	19	200719
2007	20	200720	2007	20	200720
2007	21	200721	2007	21	200721
2007	22	200722	2007	22	200722
2007	23	200723	2007	23	200723
2007	24	200724	2007	24	200724
2007	25	200725	2007	25	200725
2007	26	200726	2007	26	200726
2007	27	200727	2007	27	200727
2007	28	200728	2007	28	200728
2007	29	200729	2007	29	200729
2007	30	200730	2007	30	200730
2007	31	200731	2007	31	200731
2007	32	200732	2007	32	200732
2007	33	200733	2007	33	200733
2007	34	200734	2007	34	200734
2007	35	200735	2007	35	200735
2007	36	200736	2007	36	200736
2007	37	200737	2007	37	200737
2007	38	200738	2007	38	200738
2007	39	200739	2007	39	200739
2007	40	200740	2007	40	200740
2007	41	200741	2007	41	200741
2007	42	200742	2007	42	200742
2007	43	200743	2007	43	200743
2007	44	200744	2007	44	200744
2007	45	200745	2007	45	200745
2007	46	200746	2007	46	200746
2007	47	200747	2007	47	200747
2007	48	200748	2007	48	200748
2007	49	200749	2007	49	200749
2007	50	200750	2007	50	200750
2007	51	200751	2007	51	200751
2007	52	200752	2007	52	200752
2007	53	200753	2007	53	200753
2007	54	200754	2007	54	200754
2007	55	200755	2007	55	200755
2007	56	200756	2007	56	200756
2007	57	200757	2007	57	200757
2007	58	200758	2007	58	200758
2007	59	200759	2007	59	200759
2007	60	200760	2007	60	200760
2007	61	200761	2007	61	200761
2007	62	200762	2007	62	200762
2007	63	200763	2007	63	200763
2007	64	200764	2007	64	200764
2007	65	200765	2007	65	200765
2007	66	200766	2007	66	200766
2007	67	200767	2007	67	200767
2007	68	200768	2007	68	200768
2007	69	200769	2007	69	200769
2007	70	200770	2007	70	200770
2007	71	200771	2007	71	200771
2007	72	200772	2007	72	200772
2007	73	200773	2007	73	200773
2007	74	200774	2007	74	200774
2007	75	200775	2007	75	200775
2007	76	200776	2007	76	200776
2007	77	200777	2007	77	200777
2007	78	200778	2007	78	200778
2007	79	200779	2007	79	200779
2007	80	200780	2007	80	200780
2007	81	200781	2007	81	200781
2007	82	200782	2007	82	200782
2007	83	200783	2007	83	200783
2007	84	200784	2007	84	200784
2007	85	200785	2007	85	200785
2007	86	200786	2007	86	200786
2007	87	200787	2007	87	200787
2007	88	200788	2007	88	200788
2007	89	200789	2007	89	200789
2007	90	200790	2007	90	200790
2007	91	200791	2007	91	200791
2007	92	200792	2007	92	200792
2007	93	200793	2007	93	200793
2007	94	200794	2007	94	200794
2007	95	200795	2007	95	200795
2007	96	200796	2007	96	200796
2007	97	200797	2007	97	200797
2007	98	200798	2007	98	200798
2007	99	200799	2007	99	200799
2007	100	200800	2007	100	200800

Government of Canada / Gouvernement du Canada
 THIS MAP IS NOT TO BE USED FOR DEFINING BOUNDARIES AND LAND STATUS.
 Il n'est ni à être employé, ni à servir de base pour définir des limites de terres ou des statuts de terres.

REGISTRY INDEX PLAN
 OF
CAPILANO
INDIAN RESERVE NO. 5

NEW WESTMINSTER DISTRICT
 PROVINCE OF BRITISH COLUMBIA



Cadastral Overlay Revised to July 13, 2001.
 Indian Land Registry Information Revised to December 11, 2001.

- Legend**
- Lawful Possession & Lease Land
 - Designated (Surrendered for Lease) Land
 - Former Reserve Land
 - Status Unknown
 - Boreal Land
 - Surveyed Easements/Permits over Reserve
 - Interest Registered in Band Name, Section 18(2)
 - Natural features, i.e. lake or river
 - Boundary of reserve and provincial lands
 - Boundary of Indian Land Registry parcels inside reserve
 - Boundary of legal survey parcel inside reserve with no Indian Land Registry interest
 - Provisional, not official
 - Approximate location

Plan 02223	Parcel boundary
Lot 03	Plan that defines parcel boundary
2003333	Lot Designation
	Parcel Identification Number (PIN)

NOTE: A PIN is a nine digit number. Add 90 to all PIN numbers shown.

This map is compiled from the following sources:
 1. Natural Resources Canada digital data and survey records database and
 2. DAND Indian Land Registry abstracts.

This plan created as a joint venture between:



Natural Resources Canada
 Geomatics Canada
 Legal Survey Division
 Vancouver, British Columbia
 Telephone (604) 996-0323
 Fax (604) 996-0322



Indian and Northern Affairs Canada
 Lands & Trust Services
 BC Region
 Vancouver, British Columbia
 Telephone (604) 996-0123
 Fax (604) 996-2870

THIS AGREEMENT made the 5th day of DECEMBER, 1983.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
represented herein by the Minister of
Indian Affairs and Northern Development,

(hereinafter called "Canada")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, represented
herein by the Attorney-General,

(hereinafter called the "Province")

OF THE SECOND PART

AND:

SQUAMISH INDIAN BAND, as represented
by the Chief and Councillors thereof,

(hereinafter called the "Band")

OF THE THIRD PART

W H E R E A S:

A. Following the confederation of the Province with Canada in 1871 and prior to the year 1916, certain lands had been allotted to the Band as Indian Reserves;

B. After Confederation, differences arose between Canada and the Province as to the allotment and management of Indian Reserves. In order to settle these differences, Canada and the Province entered into the McKenna-McBride Agreement dated September 24, 1912, which Agreement provided for the establishment of a Royal Commission to make recommendations respecting the adjustment of the acreage of Indian Reserves in British Columbia by the addition of lands to the then existing Reserves, the creation of new Reserves, and, with the consent of the Indians, the reduction of the A

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acreage of existing Reserves to such size as the Commissioners thought reasonably sufficient for the purpose of such Indians;

C. The Commission's Report was approved and confirmed by the Province by the Indian Affairs Settlement Act S.B.C. 1919 c. 32. In 1920, the Parliament of Canada enacted the British Columbia Indian Lands Settlement Act S.C. 1920, C. 51, which enabled the Governor General in Council to order the reduction or cutting-off of lands from Indian Reserves in British Columbia without the prior consent of the Indians.

D. At all times between 1871 and July 29, 1938, when the Province by Order-in-Council 1036 of 1938 conveyed certain lands to Canada in trust for the use and benefit of the Indians of the Province of British Columbia as Indian Reserves, the Province held title to the lands allotted to the Band as Reserves, including those lands which were cut-off from the Reserves of the Band pursuant to the recommendations of the Royal Commission established by the McKenna-McBride Agreement of September 24, 1912.

E. It has been agreed between Canada, the Province and the Band, as represented by the Chief and Councillors thereof, to effect a full and final settlement of their differences respecting the cutting-off of lands from the Reserves of the Band by entering into this Agreement to provide, inter alia, for the transfer of certain cut-off lands from the Province to Canada in trust for the use and benefit of the Band, the payment of compensation by the Province to Canada in trust for the use and benefit of the Band as provided for in this Agreement and the payment of compensation by Canada to the Band for cut-off lands which have been alienated to third parties.

F. The Band Council has by Band Council Resolution dated the 4th day of August, 1983, a copy of which is attached hereto as Schedule "A" approved this Agreement and has requested that the procedures for a referendum to be held in a manner similar to a referendum conducted under the Indian Referendum Regulations be implemented for the purpose of obtaining from the Band the approval to enter into this Agreement.

G. Canada and the Province and the Band Council desire to ascertain from the Band members on such referendum, whether the Band consents to and approves of this Agreement and authorizes its execution by the Chief and at least four (4) Councillors of the Band for and on behalf of the Band.

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NOW THIS AGREEMENT WITNESSETH that in consideration of the premises, the parties hereto covenant and agree together and each with the other as follows:

1. CANADA AGREES

(a) That the lands cut-off from the Band's Reserves following the McKenna-McBride Royal Commission Report of 1916 which have subsequently been alienated by sale or other disposition to third parties and will not be returned to Canada for the use and benefit of the Band and in respect of which loss the Band is being compensated by Canada under the terms of this Agreement, are as set forth and described in the Schedule marked "C" attached hereto, and the Band hereby confirms that it understands and agrees that the lands set forth and described in Schedule "C" are not to be returned to the Band for its use and benefit.

(b) To pay for the use and benefit of the Band the sum of \$900,000.00 in full compensation therefor, the amount of \$20,762.70 thereof being capital monies and the amount of \$879,237.30 being revenue monies within the meaning of the Indian Act R.S.C. 1970 c. I-6.

(c) That the capital portion of the said monies referred to in sub-paragraph (b) hereof shall be paid by Canada into the Band's capital account, and the revenue portion thereof shall be paid by Canada into the Band's revenue account in the Department of Indian Affairs and Northern Development.

(d) That upon transfer by the Province to Canada of the lands described in Schedule "D" to hold the same for the use and benefit of the Band under the provisions of the aforesaid Indian Act subject to:

(i) the charges and encumbrances therein mentioned, and;

(ii) the same rights, reservations, restrictions, terms and conditions as are contained in British Columbia Order-in-Council 1036 of 1938, and;

(iii) a lease in favour of the Greater Vancouver Sewerage and Drainage District, for use as a sewage treatment facility, that 7.46 acre parcel of land situated within Block C, Lot 5521, Group 1, New Westminster District presently being used for the

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aforesaid purpose, on the terms set out in Schedule "G" to this Agreement; and

(iv) a lease in favour of the British Columbia Building Corporation, for use as a Highways works yard, that 3.09 acre parcel of land situated within Block B, Lot 5521, Group 1, New Westminster District presently being used for the aforesaid purpose, on the terms set out in Schedule "H" to this Agreement.

(e) That upon payment by the Province to Canada of the sum of \$545,520.00 and accumulated interest for payment to the Band as hereinafter provided, together with that portion of monies payable under paragraph 2(d)(i) of this Agreement and required by that paragraph to be paid over to Canada by the Province in the manner provided in paragraph 11 of this Agreement, Canada shall forthwith pay \$20,000.00 of the said monies into the capital account of the Band and the balance of the said monies, together with the accumulated interest on all of such monies, into the Band's revenue account in the Department of Indian Affairs and Northern Development for the use and benefit of the Band pursuant to the provisions of the Indian Act.

2. MUTUAL COVENANTS RESPECTING LEASES

(a) The parties agree that the lease of that parcel of land described in paragraph 1(d)(iii) of this Agreement shall be entered between the Province and the Greater Vancouver Sewerage and Drainage District on the terms set out in Schedule "G" prior to the transfer of the said parcel of land to Canada pursuant to paragraph 3 of this Agreement, and that the parties shall proceed diligently and in good faith after the execution of this Agreement to settle the form of and execute the said lease. It is agreed further that subsequent to the transfer of the said parcel of land to Canada pursuant to paragraph 3 of this Agreement Canada shall seek and the Band shall provide a conditional surrender of the said parcel of land to permit the leasing thereof on those terms set out in Schedule "G", and that upon the said parcel of land being surrendered Canada shall enter a lease of the said parcel of land to the Greater Vancouver Sewerage and Drainage District on the terms set out in Schedule "G".

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(b) The parties agree that the lease between the Province and the Greater Vancouver Sewerage and Drainage District described in paragraph 2(a) of this Agreement shall provide that all covenants of the Province therein contained shall terminate, and that the Province shall be under no obligations in respect thereof, upon the execution of the lease between Canada and the Greater Vancouver Sewerage and Drainage District described in paragraph 2(a) of this Agreement.

(c) Sub-paragraphs (a) and (b) of this paragraph 2 shall apply mutatis mutandis to the lease described in paragraph 1(d)(iv) of this Agreement.

(d) Rents received by the Province under those leases described in paragraph 1(d)(iii) and (iv) of this Agreement shall be paid by the Province to Canada in the following manner:

(i) one-half of such rents received prior to the transfer of lands provided for in paragraph 3(a) of this Agreement shall, forthwith after the receipt thereof, be paid to Canada for the use and benefit of the Band and Canada shall deposit such monies into the revenue account of the Band forthwith after receipt by Canada thereof, and one-half of rents received by the Province prior to the transfer of lands to Canada provided for in paragraph 3(a) of this Agreement shall be paid over by the Province in the manner provided in paragraph 11 of this Agreement;

(ii) rents received by the Province under those leases described in paragraph 1(d)(iii) and (iv) of this Agreement subsequent to the transfer of lands provided for in paragraph 3(a) hereof shall, forthwith after the receipt thereof, be paid over by the Province to Canada for the use and benefit of the Band and Canada shall deposit such monies into the revenue account of the Band forthwith after receipt by Canada thereof.

(e) The parties further agree that the terms and conditions of the lease to be executed between Canada and the Greater Vancouver Sewerage and Drainage District as provided in paragraph 2(a) of this agreement are freely and voluntarily agreed to by the Band after receiving independent legal advice, and that Canada has

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neither made representations nor given any advice to the Band with respect to the said terms and conditions.

3. THE PROVINCE AGREES

(a) That the Province shall transfer to Canada in trust for the use and benefit of the Band without any cost to Canada those certain lands and premises described in Schedule "D" hereto, which lands and premises were formerly cut-off from the Band's Capilano Indian Reserve Number 5.

(b) The Province shall transfer the lands described in Schedule "D" hereto to Canada in trust for the Band subject to the charges and encumbrances described in that Schedule and subject to the same rights, reservations, restrictions, terms and conditions as are contained in British Columbia Order-in-Council 1036 of 1938, and subject to the rights to the leases described in paragraph 1(d)(iii) and (iv) of this Agreement.

(c) The form of transfer of the lands described in Schedule "D" hereto to Canada is attached as Schedule "E" to this Agreement.

(d) The Province shall pay to Canada in trust for the use and benefit of the Band the sum of \$545,520.00 in full settlement of any and all claims, actions, causes of action, suits, claims and demands whatsoever which either Canada or the Band ever had, now has or hereafter can, shall or may have to the cut-off lands which the Province retains or in relation to any matter, cause or thing arising from or in any way connected with the cutting off of lands from the Reserves of the Band.

4. LANDS RETAINED BY THE PROVINCE

The Province shall retain the ownership, administration and control of those certain lands and premises legally described as:

(a) Lot 5797, District Lot 5521, Group 1, New Westminister District, comprising the North Shore approach to the Lion's Gate Bridge (5.82 acres), and;

(b) part of Block "C" of Lot 5521, as shown on Plan 14558, Group 1, New Westminister District (3.18 acres)

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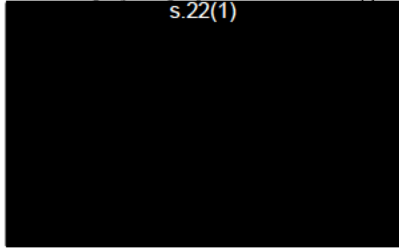
which lands were formerly cut-off from the Band's Capilano Indian Reserve No. 5.

5. RELEASE

(a) In consideration of this Agreement and in particular in consideration of the transfer by the Province to Canada of the lands described in Schedule "D" hereto in trust for the Band and the payment by the Province to Canada of the sum of \$545,520.00 for the use and benefit of the Band, Canada and the Band release any and all claims to any right, title or interest whatsoever which Canada or the Band ever had, now have or hereafter can, shall or may have to the lands and premises retained by the Province pursuant to the provisions of this Agreement and do hereby release, remise and forever discharge Her Majesty the Queen in Right of the Province of British Columbia of and from all manner of actions, causes of action, suits, claims and demands whatsoever which against Her Majesty the Queen in Right of the Province of British Columbia, Canada or the Band ever had, now have or which they hereafter shall, can or may have for or by reason of any act, deed or thing done or omitted to be done by Her Majesty the Queen in Right of the Province of British Columbia, Her Ministers, Servants or Agents, arising from or in any way connected with the taking of the cut-off lands from the Reserves of the Band.

(b) In consideration of payment by Canada of the sum of \$900,000.00 and in consideration of the other obligations assumed by Canada under this Agreement, the Band hereby releases any and all claims to any right, title or interest whatsoever which the Band ever had, now has or hereafter can, shall or may have to the lands and premises formerly cut-off from the Reserves of the Band and does hereby forever release, remise and discharge Her Majesty the Queen in Right of Canada of and from all manner of actions, causes of action, suits, claims and demands whatsoever which against Her Majesty the Queen in Right of Canada the Band ever had, now has or which it hereafter shall, can or may have for or by reason of any act, deed or thing done or omitted to be done by Her Majesty the Queen in Right of Canada, Her Ministers, Servants or agents arising from or in any way connected with the taking of the cut-off lands from the Reserves of the Band.

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(c) SAVE AND EXCEPT for those lands to be retained by the Province and more particularly described in Paragraph 4 of this Agreement, and SAVE AND EXCEPT for the rights, reservations, restrictions, terms and conditions in favour of the Province contained in the instrument of transfer from the Province to Canada of the lands described in Schedule "D" to this Agreement, the Province hereby releases any and all claims to any right, title or interest whatsoever which the Province ever had, now or hereinafter can, shall or may have to the lands formerly cut-off from the Reserves of the Band, and the Province does hereby forever release, remise and discharge Her Majesty the Queen in Right of Canada of and from all manner of actions, causes of action, suits, claims and demands whatsoever which against Her Majesty the Queen in Right of Canada the Province ever had, now has or which it hereafter shall, can or may have for or by reason of any act, deed or thing done or omitted to be done by Her Majesty the Queen in Right of Canada, Her Ministers, Servants or Agents arising from or in any way connected with the taking of the cut-off lands from the Reserves of the Band.

6. APPLICATION OF THIS AGREEMENT

This Agreement concerns only those portions of the Band's Capilano I.R. No. 5 that were cut-off from the said Reserve of the Band under the Royal Commission Report, pursuant to Section 2(a) of the McKenna-McBride Agreement of September 24, 1912.

7. APPROVAL BY BAND

The rights, duties and obligations created by this Agreement are conditional upon Canada obtaining from the Band the consent and approval of a majority of the members of the Band of the full age of nineteen (19) years or older (hereinafter called the "electors") authorizing the Chief and at least four (4) Councillors of the Band to execute this Agreement on behalf of the Band upon a Referendum to be held for such purpose as soon as reasonably possible adopting for the conduct of the Referendum procedures similar to the procedures for a Referendum outlined in the Indian Referendum Regulations. Such approval shall be evidenced by the consent and approval of the majority of the electors in the form attached as Schedule "B" hereto. In the event that Canada does not obtain such consent and approval, this Agreement shall be null and void as if it had never been made.

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8. SPECIAL LEGISLATION

(a) Canada will recommend to Parliament special legislation expressly providing for an Indian Band or the Council of an Indian Band to enter into the form of Agreement herein contained, and providing for the ratification and approval of the releases herein granted by Canada to the Province and, where necessary, giving effect to this Agreement. PROVIDED, HOWEVER, that this Agreement shall be binding upon the parties on its execution, which it is hereby declared to be.

(b) The Legislative Assembly of the Province of British Columbia has enacted the Indian Cut-Off Lands Dispute Act S.B.C. 1982 c. 50, which authorizes the Province to enter into this Agreement.

9. RENEWAL OF ENCUMBRANCES

Pending finalization of this Agreement by the payment of monies and transfers of land as contemplated by this Agreement or pending this Agreement becoming null and void as herein provided, neither Canada nor the Province will renew any existing encumbrances or extend any lease or other encumbrances as they expire beyond a period of thirty (30) days.

10. TIME OF PAYMENT BY CANADA

The capital sums payable by Canada under paragraph 1(b) hereof shall be deposited by Canada into the capital account of the Band, and the revenue sums payable by Canada pursuant to paragraph 1(b) hereof shall be deposited by Canada into the revenue account of the Band within thirty (30) days of the execution of this Agreement by all the parties hereto, following the consent and approval of the Band upon the referendum to enter into this Agreement. Such monies shall thereupon be held by the Department of Indian Affairs and Northern Development of Canada accumulating interest for the use and benefit of the Band and shall be dealt with under the provisions of the Indian Act. The said revenue monies or any portion thereof may be withdrawn from the revenue account upon receipt by Canada of a Band Council Resolution (or Resolutions, as the case may be) requesting the Minister of Indian Affairs and Northern Development to pay the same to the Band Council for its lawful purposes.

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11. TIME OF PAYMENT BY THE PROVINCE

(a) All monies payable for the use and benefit of the Band under paragraph 3(d) of this Agreement, and that portion of monies payable for the use and benefit of the Band under paragraph 2(d)(i) of this Agreement and required by that paragraph to be paid over to Canada by the Province in the manner provided in this paragraph 11, shall, until the passage of Federal legislation referred to in paragraph 8 of this Agreement, be paid by the Province into a separate account under the joint direction of Canada and the Province, such joint direction being in substantially the same form as is contained in Schedule "F" of this Agreement.

(b) Within thirty (30) days of the passage of the Federal legislation referred to in Paragraph 8 of this Agreement, Canada and the Province shall take all necessary steps to transfer the monies so held, together with all accumulated interest, to Canada for the use and benefit of the Band in accordance with Paragraph 1(e) hereof.

(c) In the event that the Federal legislation referred to in Paragraph 8 is not enacted within two (2) years of the date of execution of this Agreement, Canada and the Province shall take all necessary measures to transfer all monies held in such account, together with all accumulated interest, to the Province.

12. TIME OF TRANSFER BY THE PROVINCE

The Province shall transfer to Canada in trust for the use and benefit of the Band the lands described in Schedule "D" to this Agreement within thirty (30) days of the enactment of the Federal legislation referred to in Paragraph 8 of this Agreement.

13. DAMAGE SETTLEMENT

The parties hereto agree that:

(a) The Province is paying to Canada in trust for the use and benefit of the Band the sum of \$545,520.00 as herein provided as a negotiated settlement with respect to the cutting-off of land from the Band's Reserves, and the said sum of \$545,520.00 is being paid by the Province as compensation for a disputed claim and

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without any admission of liability on the part of the Province to either Canada or the Band.

(b) The Band is being paid the monies herein agreed to be paid by Canada as a negotiated damage settlement award with respect to the cutting-off of land from the Band's Reserves, and the said monies being paid as damages are by way of a disputed claim and without any admission of liability by Canada to the Band.

14. FURTHER ASSURANCES

The parties hereto covenant each with the other to do such things and execute such further documents and take all further necessary measures to carry out and implement the terms of this Agreement.

15. NOTICE

Any notice or other written communication required or permitted to be given to this Agreement may be given as follows:

(a) TO CANADA:

Assistant Deputy Minister
Indian and Inuit Affairs Program
Department of Indian Affairs
Terrasses de la Chaudiere
10 Wellington Street
Hull, Quebec
K1A 0H4

(b) TO THE PROVINCE:

Provincial Secretary of British Columbia
Parliament Buildings
Victoria, British Columbia

(c) TO THE BAND:

Squamish Indian Band
345 West 5th Street
North Vancouver, British Columbia
V7M 1K2

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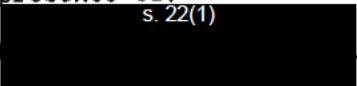

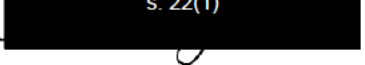
16. INTERPRETATION

In this Agreement:

- (a) Words in the singular include the plural and words in the plural include the singular.
- (b) Words importing male persons include female persons and corporations.

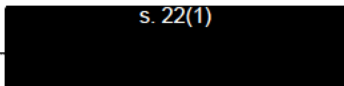
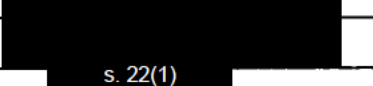

IN WITNESS WHEREOF the Honourable John C. Munro, Minister of Indian Affairs and Northern Development has hereunto set his hand on behalf of Canada, and the Honourable Brian Smith, Attorney General, on behalf of the Province of British Columbia, the 24th day of OCTOBER, 1983, and the undersigned Chief and Councillors of the Squamish Indian Band on behalf of the said Band the day, month and year first above written.

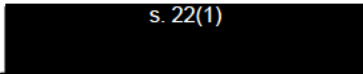
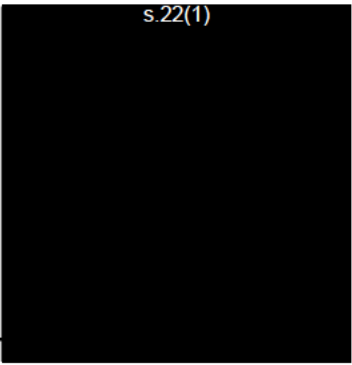
SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented herein by the Honourable John C. Munro, Minister of Indian Affairs and Northern Development, in the presence of:

Witness )
Address )
Occupation )

s. 22(1)


SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Honourable Brian Smith, in the presence of:

Witness: )
Address: )
Occupation )

)
BRIAN SMITH)
)

SIGNED on behalf of the SQUAMISH)
INDIAN BAND by the Chief and)
Councilors in the presence of:)

Witness [redacted])

Address [redacted])
s. 22(1)

Occupation [redacted])
s. 22(1)

Annex "A" to Schedule "B" agreed to in principle the 4th
day of August, 1983.

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[redacted]
s. 22(1)

Chronological No. - Numéro consécutif
 File Reference - N° de réf. du dossier

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SQUAMISH INDIAN BAND	Current Capital Balance Solde de capital	\$ _____
AGENCY DISTRICT	VANCOUVER DISTRICT	Committed - Engagé	\$ _____
PROVINCE	BRITISH COLUMBIA	Current Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	NORTH VANCOUVER	Committed - Engagé	\$ _____
DATE	4th August AD 19 83 DAY - JOUR MONTH - MOIS YEAR - ANNEE		

DO HEREBY RESOLVE;
 DÉCIDE, PAR LES PRÉSENTES:

That the Minister of Indian Affairs and Northern Development be requested to order a referendum to be held in a manner similar to a referendum conducted under the Indian Referendum Regulations to determine if a majority of members of the Band (of the full age of 19 years or older) consent to, approve and affirm the terms and conditions contained in the form of agreement as negotiated between the Government of Canada, and the Government of the Province of British Columbia and the Indian Band Council, a copy of which Agreement is hereto attached.

AND FURTHER BE IT resolved that the Council of the Squamish Indian Band approves the said agreement for execution by the Minister of Indian Affairs and Northern Development for Canada, and the Attorney General of British Columbia for the Province, and the Chief and two Councillors for and on behalf of the Band ONLY IF the majority of the electors of the Squamish Indian Band are in favour of the said Agreement.



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A quorum for this Bande
 Pour cette bande le quorum est
 consists of
 fixé à **Nine (9)**
 Council Members

1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital \$	B. Revenue - Revenu \$			
6. Recommended - Recommandable			Approved - Approuvable		
Date _____ Recommending Officer - Recommandé par _____			Date _____ Approving Officer - Approuvé par _____		

SCHEDULE "B"

DOCUMENT OF APPROVAL UPON A REFERENDUM

WHEREAS following the McKenna-McBride Royal Commission Report of 1916, certain portions of Squamish Indian Band's Capilano Reserve No. 5 were cut-off from the Band's Reserves without the consent and approval of the Band.

AND WHEREAS subsequent to the said cutting-off certain portions of the lands so cut-off were alienated by sale or otherwise disposed of to third parties and the Band will be forever deprived of their use and benefit.

AND WHEREAS certain remaining portions of the cut-off lands are being returned to Her Majesty in Right of Canada by the Province of British Columbia, for the use and benefit of the Band, and certain other remaining portions are being retained by the Province of British Columbia for its sole use and benefit.

AND WHEREAS representatives of the Band and Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of the Province of British Columbia have negotiated that certain Agreement hereto attached as Annex "A" (herein referred to as the "Settlement Agreement") which would settle the disputes relating to the Reserves of the Band having been cut-off from the Band as aforesaid.

AND WHEREAS the rights, duties and obligations created by the Settlement Agreement, are conditional upon Canada obtaining from the majority of the electors of the Band upon a referendum the approval of the Band to the terms and conditions contained in the Settlement Agreement.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that we the undersigned Chief and Councillors of the Squamish Indian Band for and acting on behalf of our said Band, pursuant to procedures similar to the procedures contained in the Indian Referendum Regulations and by virtue of the consent and approval of a majority of the electors of the Band in a referendum to all members of the Band of the full age of 19 years or over held on the ~~10th~~ day of ~~DECEMBER~~, 1983, do hereby certify:

(i) That the Band on the said referendum consented to and approved of the terms and conditions contained in the Settlement Agreement, and approved the execution thereof for and on behalf of the Band upon the signatures of the Chief and at least four (4) Councillors of the Band.

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(ii) That the Band on the said referendum approved the acceptance of payment of the monies by Canada and the Province of British Columbia and the transference of the Lands by the Province of British Columbia to Canada as set out in the Settlement Agreement, in full and final satisfaction of all claims and demands by the Band against Canada and the Province of British Columbia in respect of the cut-off lands from the Band's Reserves following the McKenna-McBride Royal Commission Report of 1916.

(iii) That the Band on the said referendum approved and ratified this document of approval and authorized its execution by the signatures of the Chief of the Band, and at least four (4) Councillors of the Band, and authorized that it be appended as Schedule "B" to the Settlement Agreement when so executed, along with the Schedules marked "A", "C", "D", "E", "F", "G" and "H" attached to and forming part of the Settlement Agreement.

AND WE, the undersigned Chief and Councillors of the Squamish Indian Band, do on behalf of our people and for ourselves hereby ratify and confirm whatever Her Majesty the Queen in Right of Canada may do or cause to be done in regard to the lands cut-off from the Band's former Reserves as aforesaid, subject only to the terms and conditions contained in the Settlement Agreement.

IN WITNESS WHEREOF we have hereunto set our hands and affixed our seal this 5th day of ~~DECEMBER~~ in the Year of Our Lord, One Thousand, Nine Hundred and Eighty-Three.

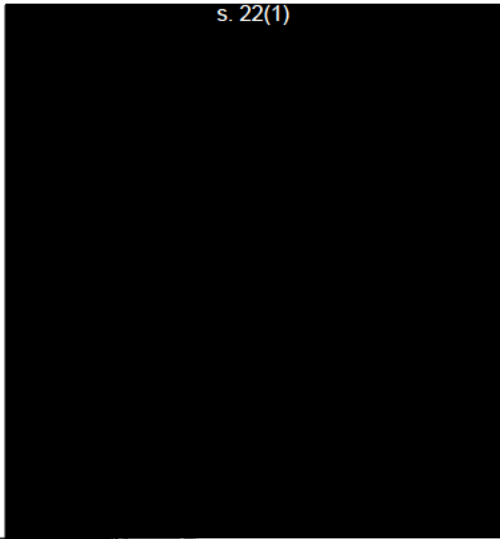
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness To All Signatures
s. 22(1)

NAME
s. 22(1)

ADDRESS

s. 22(1)



SCHEDULE "C"

THE ALIENATED CUT-OFF LANDS FROM THE CAPILANO NO. 5
RESERVE OF THE SQUAMISH INDIAN BAND

1. Lot 5797, Group 1, New Westminster District (5.82 Acres).
2. Lot 6370, Group 1, New Westminster District (0.79 Acres).
3. Part of Block "C" of Lot 5521, as shown on Reference Plan 10604, Group 1, New Westminster District (0.55 Acres).
4. Those lands which were cut-off from Capilano I.R. #5 lying south of the southerly boundary of District Lot 5521, Group 1, New Westminster District.

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SCHEDULE "D"

LANDS TO BE TRANSFERRED BY THE PROVINCE TO CANADA
FOR THE USE AND BENEFIT OF THE BAND

Blocks A (land 38.97 acres, water 6.70 acres, combined 45.67 acres), B (land 19.82 acres, water 19.80, combined 39.62 acres), C (land 20.50 acres, water 7.65, combined 28.15), D (land 5.58 acres) of District Lot 5521, Group 1, New Westminster District, including Blocks E and F contained therein, except those parts of Block C shown on Plan 14558 (3.18 acres) and reference Plan 10604 (.55 acres), the land being transferred thus comprising a total of 115.29 acres, which said acreage includes such parts thereof covered by water, all as shown outlined in red on the plan of survey prepared by J. Mullins B.C.L.S. and dated February 10th, 1955, which said plan is attached to this Schedule D as Appendix 1, subject, however, to the rights and privileges granted by Her Majesty the Queen in Right of the Province of British Columbia under and by virtue of the following rights-of-way:

1. That right-of-way granted for so long as required for sewage pipeline purposes to the Greater Vancouver Sewerage and Drainage District by Order-In-Council No. 2915 approved December 21, 1959, as shown on Reference Plan 6446.
2. That right-of-way granted for so long as required for sewage pipeline purposes to the Greater Vancouver Sewerage and Drainage District by Order-In-Council No. 1137 approved April 23, 1964, as shown on Reference Plan 7863.
3. That right-of-way granted for so long as required for sewage pipeline purposes to the Greater Vancouver Sewerage and Drainage District by Order-In-Council No. 541 approved March 2, 1962.
4. That licence of occupation granted for a term of four years and subject to renewal for further periods of one year from March 29, 1962, for maintaining electric transmission line purposes to the British Columbia Electric Railway Co. Ltd. by Order-In-Council No. 811 approved March 29, 1962.

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APPROVED AND ORDERED

Lieutenant-Governor

EXECUTIVE COUNCIL CHAMBERS, VICTORIA

On the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that

1. The administration, control and benefit of the land described in Schedule "A" of this order is, subject to sections 2 and 3 of this order, transferred in perpetuity to Her Majesty the Queen in right of Canada, in trust for the use and benefit of the Indian Band, subject to the right of Canada to deal with the land in such manner as it deems best suited for the purpose of the Indian Band including the right to sell the land and use the proceeds for the benefit of the Indian Band.
2. The transfer is subject to the following terms, reservations and restrictions:
 - (a) the Province, or any person acting for it, shall subject to paragraph (c) have the right to resume any part of the land which it may be deemed necessary to resume for making roads, canals, bridges, towing paths or other works of public utility or convenience but not exceeding 1/20 part of the whole of the land and no resumption shall be made of any land on which a building has been erected, or which may be in use as a garden or otherwise for the more convenient occupation of a building;
 - (b) any person authorized by the Province shall subject to paragraph (c) have the right to take and occupy water privileges and to have and enjoy rights of carrying water over, through or under any part of the land, as may be reasonably required for mining or agricultural purposes in the vicinity of the land, paying a reasonable compensation to Canada, in trust, for the use and benefit of the Indian Band; s.22(1)
 - (c) the federal minister for the time being responsible for Indian Affairs shall be advised of any work contemplated under the preceding paragraphs and shall be furnished with plans showing the location of the work and a reasonable time shall be allowed for consideration of the plans and for any necessary adjustments or arrangements in connection with the proposed work; s.22(1)

- (d) any person authorized by the Province shall have the right to take from any part of the land any gravel, sand, stone, lime, timber or other material which may be required in the construction, maintenance or repair of any road, ferry, bridge or other public work, paying to Canada, in trust, for the use and benefit of the Indian Band a reasonable compensation for any material taken for use outside the boundaries of the land;
- (e) all travelled streets, roads, trails, other highways and forest service roads existing over or through the lands at the date this order comes into effect are excepted and reserved from this transfer;
- (f) this transfer is subject to the rights, titles and interests of the holders of any easement, right of way, charge or encumbrance described in the Schedule to this order whether or not it is registered in the Land Title Office.

3. This order shall come into effect on the date that the Governor in Council of Canada, by order, accepts this transfer on the terms and subject to the reservations and restrictions set out in this order.

Minister of Lands, Parks & Housing

Presiding Member of the Executive Council

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SCHEDULE "F"

JOINT INSTRUMENT OF DIRECTION

(Name of Institution
where monies held)

Dear Sirs:

You are hereby directed, upon receipt of this Joint Instrument of Direction, to hold the deposit of (amount) represented by Certificate Number _____ held in Account Number _____ and all further deposits in such account, together with all interest payable from time to time on such deposits, on the following terms, unless otherwise directed by the parties hereto by a Joint Letter of Instruction:

1. All deposits referred to above and all interest payable from time to time on such deposits shall continue to be held on deposit with you in the joint name of Her Majesty the Queen in Right of Canada (hereinafter called "Canada") and Her Majesty the Queen in Right of the Province of British Columbia (hereinafter called the "Province").

2. Prior to any maturity date and subject to any penalties stipulated as to interest, the said deposit or any part thereof may be retired and replaced by other deposits of the Bank of a no less secure nature at the sole discretion of Canada and the Province, provided that:

(a) Maturity of such replacement deposits shall be in accordance with the provisions hereof;

(b) Principal interest of such replacement deposits shall be dealt with as herein provided;

(c) All such replacement deposits shall be in the name of Canada and the Province.

3. Within thirty (30) days of the passage of the Federal legislation referred to in Paragraph 8 of the Agreement between Canada, the Province and the Squamish Indian Band attached as Annex "A", the parties hereto shall execute a Joint Letter of Instruction instructing the transfer of all monies held on deposit at that time, together with all accumulated interest, to Canada for the use and

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s.22(1)

benefit of the Squamish Indian Band in accordance with the said Agreement.

4. In the event that the Squamish Indian Band fails to give the consent and approval referred to in Paragraph 7 of the Agreement within six (6) months from the date of execution of that Agreement, the Province and Canada shall execute a Joint Letter of Instruction to transfer all monies held on deposit, together with all accumulated interest, to the Province, and the Bank shall forthwith make such transfer.

5. In the event that the special legislation referred to in Paragraph 8 of the Agreement is not enacted within two (2) years of the execution of the Agreement, the parties hereto shall execute forthwith following the expiry of the two (2) year period a Joint Letter of Instruction instructing that all sums held on deposit up until that time, together with all accumulated interest, be transferred to the Province in accordance with the Agreement.

6. This Letter of Instruction cannot be revoked or amended except by a Letter of Instruction jointly executed by Canada and the Province.

Yours truly,

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per: _____

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Per: _____

INSTITUTION WHERE MONIES HELD ON DEPOSIT

Per: _____



SCHEDULE "G"

1. DESCRIPTION OF LANDS

- (a) Those lands known as Blocks "D" and "E" of District Lot 5521, Group 1, New Westminster District, totalling 7.46 acres.
- (b) The demise of the lands shall reserve to the Landlord the right to construct improvements over the lands and buildings erected by the tenant thereon, provided that such improvements do not interfere with the operation or any planned expansion of the sewage treatment plant.

2. TERM OF LEASE

A term of twenty years, with twenty year renewals for as long as the land is required for sewage treatment plant purposes, subject to the following:

- (a) In the event that at the expiry of the term or any renewal thereof, the lands are no longer required for sewage treatment plant purposes, the tenant shall have no further right of renewal, or, in the event that the area of land required for sewage treatment plant purposes is reduced, the tenant's right of renewal shall apply only to that area of land required for sewage treatment plant purposes.
- (b) In the event of disagreement between the landlord and tenant over the continued need for the whole or any part of the lands for sewage treatment plant purposes, the matter shall:
 - (i) in the event that the Province is the landlord, be referred to arbitration under the British Columbia Arbitration Act,
 - (ii) in the event that Canada is the landlord, be referred to the Federal Court of Canada for determination.
- (c) In determining whether the lands or any part thereof continue to be required for sewage treatment plant purposes, reference shall be had to developments in the technology associated with sewage treatment, and the economic feasibility of reducing or eliminating the land requirements for the operation of the sewage treatment plant.

3. USE OF LANDS

Sewage treatment plant purposes.

s.22(1)

4. RENT

- (a) The term and any renewals thereof each be divided into four five-year rental periods, and that there

s.22(1)

be a rent review immediately prior to the commencement of each rental period.

- (b) The annual rent for the initial rental period shall be the sum of \$70,000.00 per annum, payable annually, in advance.
- (c) After the expiry of the first rental period the rent as determined upon review shall be adjusted annually in each year of a rental period in accordance with the Consumer Price Index.
- (d) The deemed use for the initial twenty-year term shall be "light industrial".
- (e) The deemed use as of the commencement of each five-year rental period during the term of any renewals of the lease shall be such use as is designated by the Band Council of the Squamish Indian Band, with the proviso that such designated use must be reasonable having regard to the type of property development occurring in the general area in which the leased lands are situated.
- (f) The parties will secure an appraisal prior to the commencement of each rental period after the first rental period and endeavor to reach agreement on the rent to be paid in respect of each such period.
- (g) For the purposes of appraisal it shall be considered that all necessary services can be made available from the nearest utility source having the necessary capacity.
- (h) The tenant shall have road access to the leasehold land, and for the purposes of appraisal, such road access shall be assumed to be available.
- (i) In the event the parties cannot agree with respect to rent for a rental period or with respect to the use designated by the Band Council of the Squamish Indian Band as provided for in sub-paragraph (e) hereof, the matter shall:
 - (i) in the event that the Province is the landlord, be referred to arbitration under the British Columbia Arbitration Act,
 - (ii) in the event that Canada is the landlord, be referred to the Federal Court of Canada for determination.
- (j) All rents shall be payable annually, in advance.

s.22(1)

s.22(1)

SCHEDULE "H"

1. DESCRIPTION OF LANDS

That 3.09 acre parcel of land situated within Block "B", Lot 5521, Group 1, New Westminster District, presently being used by the Department of Highways for works yard purposes.

2. TERM OF LEASE

A term of five years.

3. RENT

\$45,000.00 per annum, payable annually in advance.

s.22(1)



THIS AGREEMENT made the _____
day of _____, 1983.

BETWEEN:

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA

OF THE SECOND PART

AND:

SQUAMISH INDIAN BAND

OF THE THIRD PART

A G R E E M E N T

RATCLIFF & COMPANY
BARRISTERS & SOLICITORS
103 - 133 WEST 15TH STREET
NORTH VANCOUVER, B.C. V7M 1R8
TELEPHONE (604) 988-5201



387

I hereby certify that the following is a true copy of a Minute of the Honourable the Executive Council of the Province of British Columbia approved by His Honour the Administrator.

APPROVED AND ORDERED MAR -6, 1984

s. 22(1)

s. 22(1)

Order-in-Council Custodian

~~Executive Council~~
Administrator

EXECUTIVE COUNCIL CHAMBERS, VICTORIA MAR -6, 1984

Administrator

On the recommendation of the undersigned, the ~~Executive Council~~, by and with the advice and consent of the Executive Council, orders that

1. The administration, control and benefit of the land described in Schedule "A" of this order is, subject to sections 2 and 3 of this order, transferred in perpetuity to Her Majesty the Queen in right of Canada, in trust for the use and benefit of the Squamish Indian Band, subject to the right of Canada to deal with the land in such manner as it deems best suited for the purpose of the Squamish Indian Band including the right to sell the land and use the proceeds for the benefit of the Squamish Indian Band.
2. The transfer is subject to the following terms, reservations and restrictions:
 - (a) the Province, or any person acting for it, shall subject to paragraph (c) have the right to resume any part of the land which it may be deemed necessary to resume for making roads, canals, bridges, towing paths or other works of public utility or convenience but not exceeding 1/20 part of the whole of the land and no resumption shall be made of any land on which a building has been erected, or which may be in use as a garden or otherwise for the more convenient occupation of a building;
 - (b) any person authorized by the Province shall subject to paragraph (c) have the right to take and occupy water privileges and to have and enjoy rights of carrying water over, through or under any part of the land, as may be reasonably required for mining or agricultural purposes in the vicinity of the land, paying a reasonable compensation to Canada, in trust, for the use and benefit of the Squamish Indian Band;
 - (c) the federal minister for the time being responsible for Indian Affairs shall be advised of any work contemplated under the preceding paragraphs and shall be furnished with plans showing the location of the work and a reasonable time shall be allowed for consideration of the plans and for any necessary adjustments or arrangements in connection with the proposed work.

File 0311429 (This part is for administrative purposes and is not part of the Order.)

Authority under which Order is made:

Act and section Indian Cut-Off Lands Disputes Act and Land Act Section 21 s. 22(1)

Other (specify)

Statutory authority checked by

(Signature and typed or printed name of Legal Officer)

- (d) any person authorized by the Province shall have the right to take from any part of the land any gravel, sand, stone, lime, timber or other material which may be required in the construction, maintenance or repair of any road, ferry, bridge or other public work, paying to Canada, in trust, for the use and benefit of the Squamish Indian Band a reasonable compensation for any material taken for use outside the boundaries of the land;
 - (e) all travelled streets, roads, trails, other highways and forest service roads existing over or through the lands at the date this order comes into effect are excepted and reserved from this transfer;
 - (f) this transfer is subject to the rights, titles and interests of the holders of any easement, right of way, charge or encumbrance described in the Schedule to this order whether or not it is registered in the Land Title Office.
3. This order shall come into effect on the date that the Governor in Council of Canada, by order, accepts this transfer on the terms and subject to the reservations and restrictions set out in this order.

s. 22(1)

Minister of Lands, Parks & Housing

s. 22(1)

Presiding Member of
the Executive Council

WCF/ajt

SCHEDULE "A"

Blocks A (land 38.97 acres, water 6.70 acres, combined 45.67 acres), B (land 19.82 acres, water 19.80, combined 39.62 acres), C (land 20.50 acres, water 7.65, combined 28.15), D (land 5.58 acres) of District Lot 5521, Group 1, New Westminster District, including Blocks E and F contained therein, except those parts of Block C shown on Plan 14558 (3.18 acres) and reference Plan 10604 (.55 acres), the land being transferred thus comprising a total of 115.29 acres, which said acreage includes such parts thereof covered by water, all as shown outlined in red on the plan of survey prepared by G. Mullin, B.C.L.S. and dated February 10th, 1955, which said plan is attached to this Schedule "A" as Appendix 1, subject, however, to the rights and privileges granted by her Majesty the Queen in Right of the Province of British Columbia under and by virtue of the following rights-of-way:

1. That right-of-way granted for so long as required for sewage pipeline purposes to the Greater Vancouver Sewerage and Drainage District by Order-in-Council No. 2915 approved December 21, 1959, as shown on Reference Plan 6446.
2. That right-of-way granted for so long as required for sewage pipeline purposes to the Greater Vancouver Sewerage and Drainage District by Order-in-Council No. 1137 approved April 23, 1964, as shown on Reference Plan 7863.
3. That right-of-way granted for so long as required for sewage pipeline purposes to the Greater Vancouver Sewerage and Drainage District by Order-in-Council No. 541 approved March 2, 1962.
4. That licence of occupation granted for a term of four years and subject to renewal for further periods of one year from March 29, 1962, for maintaining electric transmission line purposes to the British Columbia Electric Railway Co. Ltd. by Order-in-Council No. 811 approved March 29, 1962.



PROVINCE OF BRITISH COLUMBIA

ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. 1427, Approved and Ordered AUG -5, 1988

I hereby certify that the following is a true copy of a Minute of the Honourable the Executive Council of the Province of British Columbia approved by His Honour the Lieutenant-Governor.

[Redacted signature] s. 22(1)
Lieutenant Governor

[Redacted signature] s. 22(1)
Order-in-Council Custodian

Executive Council Chambers, Victoria AUG -3, 1988

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that Order-in-Council 387 approved and ordered March 6, 1984 is amended

- (a) by repealing section 3 and substituting the following:
 - 3.(1) The Governor in Council may accept the transfer of the land described in Schedule "A" in one transaction or in portions on different dates.
 - (2) This order comes into effect in respect to a portion of the land described in Schedule "A" on the effective date the Governor in Council, by order, accepts transfer of that portion on the terms and subject to the reservations and restrictions set out in this order., and
- (b) by adding the word "Firstly", to the beginning of the first paragraph of Schedule "A" of the order,
- (c) by adding the following at the end of Schedule "A";

For greater certainty, it is hereby expressly declared that the said Block C is intended to include and does include all of that part of Block G, District Lot 5521, Group 1, New Westminster District, that lies within the boundaries of said Block C shown outlined in red on the said plan of survey prepared by G. Mullin, B.C.L.S.

Secondly: All land within Block G, District Lot 5521, Group 1, New Westminster District, that is not included in the foregoing legal description and that does not already constitute part of Capilano Indian Reserve No. 5 of the Squamish Indian Band.

[Redacted signature] s. 22(1)
Minister Responsible for Crown Lands
[Redacted signature] s. 22(1)
Presiding Member of the Executive Council

File 0311429 (This part is for administrative purposes only and is not part of the Order.)

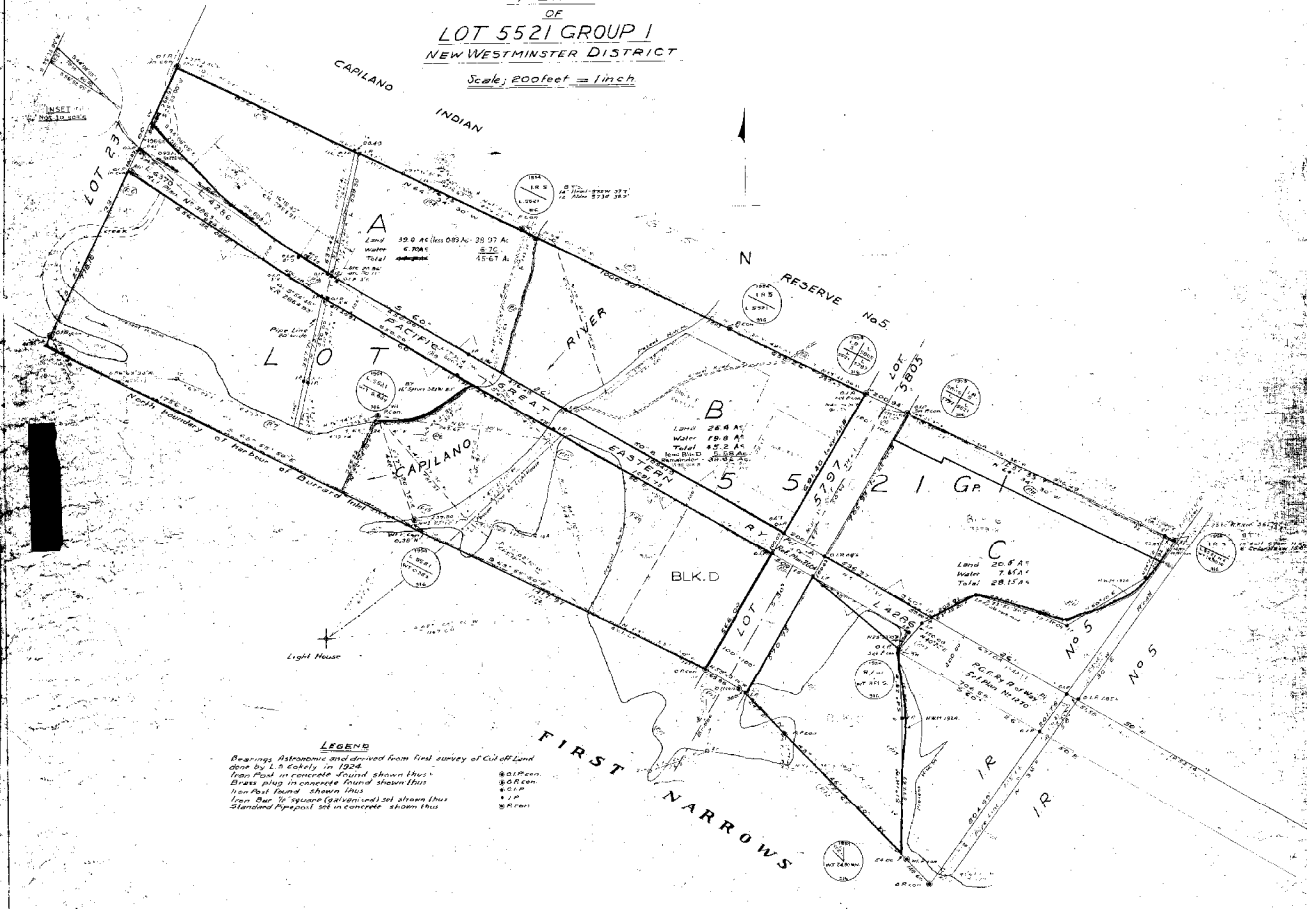
Authority under which Order is made:

Act and section: Indian Cut-off Lands Disputes Act and Land Act - Section 27

Other (specify):

PLAN OF LOT 5521 GROUP 1 NEW WESTMINSTER DISTRICT

Scale: 200 feet = 1 inch



LEGEND

Bearings, Astronomic and derived from first survey of City of Land done by L. S. Eckley in 1924

Iron Pin in concrete shown thus

Brass plug in concrete shown thus

Iron Bolt Head shown thus

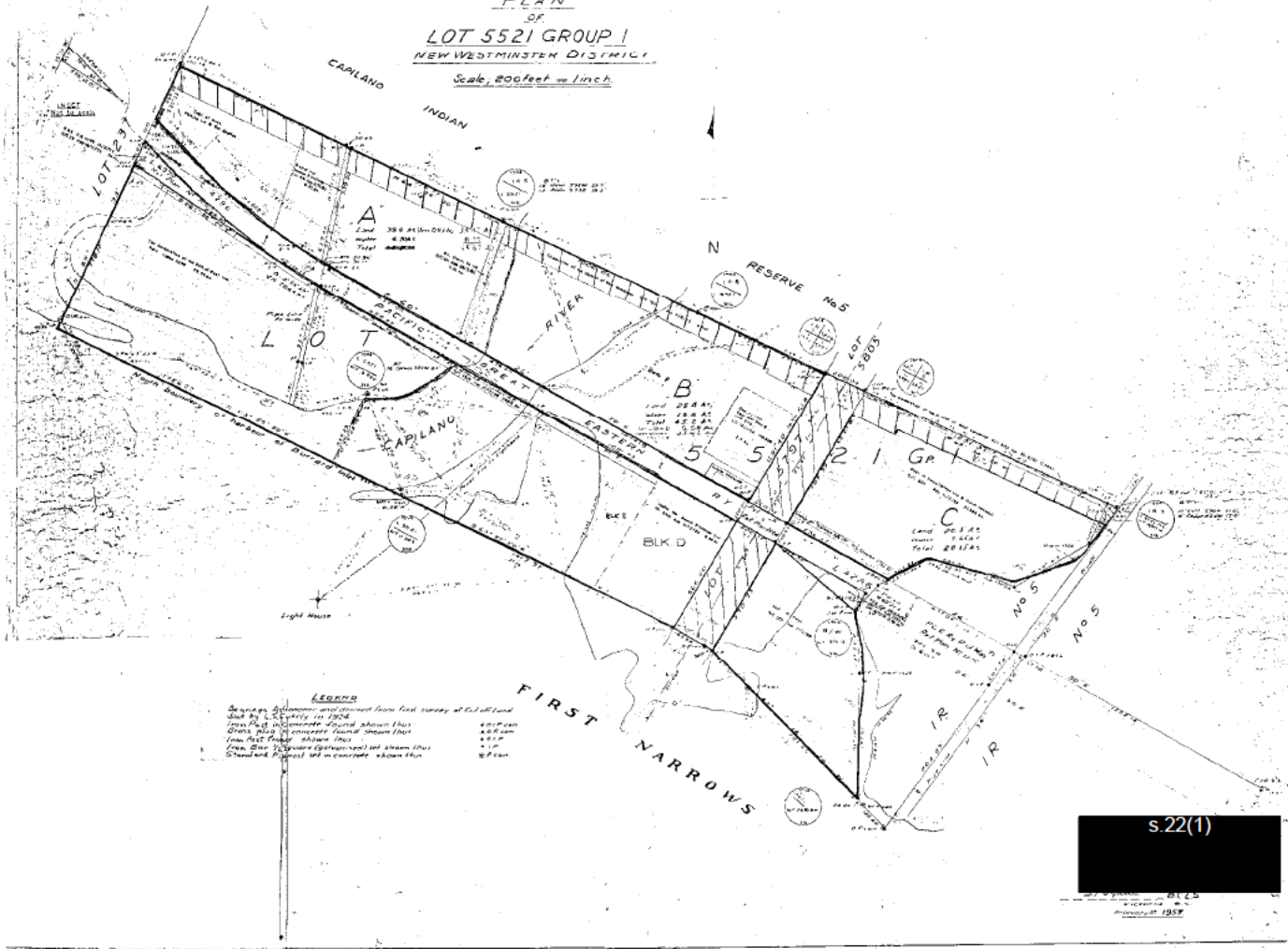
Iron Bar 7/8 square (equal to red) set shown thus

Standard Pipe post set in concrete shown thus

60 ft Mason
 60 ft Con
 60 ft P
 60 ft W
 60 ft S
 60 ft R

S. J. H. B.C.L.S.
 Victoria, B.C.
 February 1928

PLAN OF LOT 5521 GROUP 1 NEW WESTMINSTER DISTRICT Scale, 200 feet = 1 inch



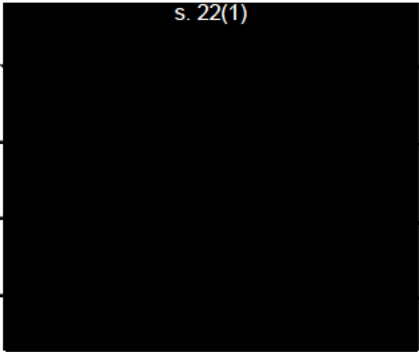
LEGEND
As shown by monument and survey from back survey of Capilano
Sub by S. 1/4 in 1924
Iron flag in concrete shown blue
Gross plus 1/2 concrete found shown blue
Iron flag found shown blue
Iron flag 1/2 square (shown) of shown blue
Standard flag of concrete shown blue

s.22(1)

APPROVED BY THE DISTRICT ENGINEER
MAY 1957

1 2 4 6 2 5

MAY 26 12 38 PM '89

Examined	_____	 s. 22(1)	_____
Accepted	_____		_____
Inspected	_____		_____
Abstract Entries Confirmed	_____		_____

From: s. 22(1)
Sent: Wednesday, October 4, 2023 9:56 PM
To: correspondence; Mark Sager; Nora Gambioli
Subject: Gleneagles Pump Station Upgrade - s. 22(1) By-law Variance Application -
Industra Important Time Sensitive

CAUTION: This email originated from outside the organization from email address s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

Dear Council and Mayor,

My name is s. 22(1) and I live s. 22(1) in West Vancouver.

s. 22(1), including the pump station currently being upgraded by Metro Vancouver.

I have lived in this house s. 22(1). My entire professional career was in s. 22(1). I am writing today to draw your attention to this project which is one of a series of utility upgrades slated to occur in West Van in the near future.

Metro informed us about this project a number of years ago and s.22(1) at that time. Recently, we have received word that s.22(1) will commence October 14th, 2023. The letter we received does contain some errors but in essence the purpose as we understand it, was to have s.22(1) align with the tie in of the current sewer to the temporary pump station so that s.22(1) could then be used to provide space for proper shoring for the rebuild of the current pump station s. 22(1).

In addition it is our understanding that this project will require s.22(1) most likely agree to (assuming terms are satisfactory) as rebuilding this pump station is in our collective best interest as a municipality.

The problem:

1. s.22(1) severely impacted by this work and s.22(1) will be impacted with other future works for water main upgrades i;
2. Metro is taking land for their use well before the project start dates;
3. Metro is not compensating fairly in our opinion and not really attempting to negotiate;
4. The current contractor Industra is a competent choice and we have no issue with this contractor and find them great to work with;
5. Industra wishes to perform the tie in to the temporary pump station at night, they were hoping for October 14th, 2023...
6. **Apparently this may not happen because West Vancouver has no By-Law provision that allows for this night time work unless its a concrete pour;**
7. The night time work is required because this is when sewage flow rates are the lowest;
8. Industra may wish to apply for a variance and it is my understanding that this variance would also include Gallagher Place works;
9. Failure to allow Industra to perform this work at night and this month would ultimately delay this project for months; AGAIN
10. The current pump station is aging and frequently creates problems for Metro and sometimes even for immediate residents nearby;

11. The current pump station sometimes fails and residents nearby are exposed to multiple days and nights of lined up vac trucks transporting raw sewage back and forth to working pump stations without any warning. Residents near pump stations are often subjected to unwanted odours and other inconveniences without warning and it is my feeling that most if not all nearby property residents would agree to a variance if it was requested by Industria/ Metro. Vac trucks are very noisy and often there is bright light associated with these emergencies. These emergencies are likely, not unlikely, and further delays in this upgrade project make no sense.

12. s.22(1) legally tied up in this and I am about to try and help the project s.22(1) to be used provided a satisfactory agreement can be reached. I am limited by this project and cannot freely s.22(1) as are my neighbours. We have years of upgrades to endure it seems with little communication from Metro (and now a possible strike).

What I am requesting is for Council to make every reasonable attempt to find a way to allow this one night of work in the interest of moving things along. Mr. Sager, your election platform was actually based on getting things done and i feel that in this instance efforts by you here could be helpful. We cannot wait until spring. It is my understanding that West Vancouver Staff do not know how to allow this work to proceed.

My quiet enjoyment is directly impacted by this project. s.22(1) is legally impacted by this project and I am unable to do anything about what is happening around me. A road that provides an important turn around for emergency vehicles and a bypass for a dangerous corner on Marine Drive is closed. **I ask that Council get involved here and make this one night of work happen somehow so this project is not held up by The District, because ultimately, the District right now appears to be the roadblock.**

Sincerely, s. 22(1)

From: [Redacted] s. 22(1)
Sent: Friday, October 6, 2023 12:35 PM
To: Erika Syvokas
Cc: decostahouse@gmail.com; [Redacted] s. 22(1); Michelle McGuire; Mark Sager; Christine Cassidy; Scott Snider; Linda Watt; Sharon Thompson; Nora Gambioli; Peter Lambur; correspondence
Subject: Re: Clegg House HRA proposal

CAUTION: This email originated from outside the organization from email address [Redacted] s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

Thank you for your prompt response Erika.

In the interests of brevity I respond concisely:

1) of course the impacted community understands that this application does **not** fall within the proposed Ambleside LAP , the thrust of which is to properly concentrate densification below Gordon (to encourage rational development closer to transit and commercial corridors) and to discourage “ad hoc” spot rezoning as is proposed here;

2) the consensus view of the impacted community is that what is proposed here has **absolutely nothing to do with preserving heritage** (as the repositioned renovated Clegg House simply ends up appearing as a new build craftsman , albeit without otherwise required setbacks) and is very obviously animated simply by a desire to profit through subdivision and densification;

3) procedurally, it is disingenuous to suggest that the impacted community should constantly check council agendas to ensure that they are able to respond to applications such this and then for it to be given only three weeks (intersected by two statutory holidays) to organize so as to ensure that it speaks with one voice at a Public Hearing in opposition to this substantive spot rezoning application.

Put another way why on earth would this developer not have been required to give actual Notice to the impacted community of it’s Sept 25 application to Council for heritage designation , relief from existing zoning requirements , tax exemption, etc , ?

Obviously , the impact of this lack of Notice prior to Sept 25 was that Council was left to make decisions , including the setting of a premature Public Hearing date, based only upon Staff recommendations and without the benefit of any actual community input.

[Redacted] s. 22(1)
 West Vancouver, BC [Redacted] s. 22(1)
 [Redacted] s. 22(1)

Privileged and Confidential

[Redacted] s. 22(1)

On Oct 6, 2023, at 10:22 AM, Erika Syvokas <esyvokas@westvancouver.ca> wrote:

Hello s. 22(1)

Thank you for your follow up email. Please find responses to your comments below. I have copied Michelle McGuire as well Mayor and Council as requested.

[Policy 2.1.15 of the Official Community Plan](#) (OCP) allows consideration of heritage projects within a local area plan (LAP) boundary, prior to the adoption of a local area plan, by applying relevant District-wide policies with the OCP. Additionally, the current study area for the Ambleside LAP, as approved by Council does not include the subject site. On July 24, 2023, Council approved a series of resolutions related to the Ambleside Local Area Plan, including one directing staff to proceed based on a revised LAP study area (see the report to Council [here](#)). The revised study area, as shown on Map 1 of the report to Council, does not include the subject site.

The proposal for 1591 Haywood Avenue is following the standard staff review and public consultation process for this type of development application in accordance with the [Preliminary Development Proposal and Public Consultation Policy](#) and the [Development Procedures Bylaw](#) including:

1. Prior to submitting a formal application, the applicant submitted a preliminary development proposal and undertook preliminary public consultation to allow for initial staff review and public input.
2. The preliminary process included the applicant notifying surrounding property owners based on the Preliminary Development Proposal & Public Consultation Policy and hosting a Preliminary Public Consultation Meeting.
3. The Heritage Advisory Committee reviewed the proposal at the preliminary proposal stage, as well as part of the formal application process. Committee meetings are public meetings, and the meeting minutes are available online.
4. The applicant is holding a Public Information Meeting on October 10, 2023, to provide the public an opportunity to learn about the proposal and ask questions prior to the Public Hearing scheduled for October 23, 2023.

The application has also gone through all standard and required notification and Council meeting/consideration procedures including:

1. A project page, including information regarding the proposal and proposed plans, has been available on the website since prior to the preliminary public consultation meeting and has been updated throughout the process.
2. The agenda for the September 25, 2023 Council meeting where Council gave 1st reading of the proposed bylaws and added the Clegg House to the Community Heritage Register was posted in accordance with legislative requirements.
3. A development application sign indicating the details of the Public Information Meeting and the details of the Public Hearing has been erected on site.
4. The applicant sent out a notice and information package regarding the applicant-led information meeting to be held on October 10, 2023 to all properties within 100 m of the subject property.
5. A notice of the upcoming Public Hearing on October 23, 2023 was mailed out by the District on October 5, 2023 to all properties within 100 m of the subject property.
6. Notice of the Public Hearing will also be placed in the North Shore News on October 11 and 18, 2023.

Sincerely,

Erika Syvokas
Community Planner | Planning and Development Services | District of West Vancouver
t: 604-921-2914 | westvancouver.ca

From: [REDACTED] s. 22(1)
Sent: Thursday, October 5, 2023 12:18 PM
To: Erika Syvokas <esyvokas@westvancouver.ca>; Mark Sager <mark@westvancouver.ca>
Cc: decostahouse@gmail.com; [REDACTED] s. 22(1)
Subject: Re: Clegg House HRA proposal

CAUTION: This email originated from outside the organization from email address [REDACTED] s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

Thank you Erika.

Again I express very emphatic surprise that this application is being aggressively fast tracked by Staff notwithstanding that the Ambleside LAP has not been completed.

I, and I am very certain, the rest of the community that is directly impacted by this, had assumed that this application had been put on hold pending the completion of the LAP which completely counter indicates this application. In sum, to the best of my knowledge, no one in the directly impacted community had any idea that this application would be discussed at the Sept 25 Council meeting.

It seems absurd and totally contrary to Natural Justice standards that the community would be given actual Notice of an "Information Meeting" scheduled for Oct 10 but not be given Notice of an actual Sept 25 Application to Council to designate the subject property as a Heritage asset, to set fast track dates for a Public Hearing , etc.

I also note that the circular distributed on or about Oct 1 to those within 100 meters makes no reference to an Oct 23 Public Hearing notwithstanding that it is now apparent that that date was set by Council before the circular was distributed.

It also seems highly anomalous that your Report to Council would be so gushingly and embarrassingly supportive of this Application prior to any meaningful public input.

In this regard I note your reference to various "inputs" in relation to a facially absurd early 2022 proposed application that included an additional coachhouse, a B+B etc. As indicated above, from the perspective of the directly impacted community , that application appeared to have been properly abandoned , without more. We now belatedly discover that you and your colleagues have been burrowing away on this application in secrecy.

I also note your insistence that this application does not seek rezoning but that is the real world effect of what is proposed—if it looks, walks and sounds like a rezoning application then that is what it is , no matter what costume it wears. It is thus inexplicable that there has been no calculation of the forgone CAC that that this disguised rezoning application requests that West Vancouver taxpayers are being asked to pay on behalf of this proponent.

Without this information, and adequate time for the impacted community to prepare to be heard , this Public Hearing should be summarily adjourned.

As Ms McGuire's email address is not immediately available on your website please forward this email to her and to Mayor and Council.

If a formal application to adjourn this ill scheduled Public Hearing is required please advise when that application might be heard so that I may arrange to attend to speak to it.

s. 22(1)
[Redacted]
West Vancouver, BC s. 22(1)
[Redacted]
s. 22(1)
[Redacted]

Privileged and Confidential

[Redacted] s. 22(1)

On Oct 5, 2023, at 8:24 AM, Erika Syvokas <esyvokas@westvancouver.ca> wrote:

Hello [Redacted] s. 22(1)

Thank you for you remail regarding the proposal for 1591 Haywood Avenue.

Please find responses to your specific questions in red below.

a) the specific amendments to, or variations from, the current existing and applicable zoning that would be require to implement the current proposal as outlined in Notice of Development served last weekend;

The Report to Council (see link [here](#)) for the proposed Heritage Revitalization Agreement, Heritage Designation and Development Permit describes the proposed variances (see pages 11-12 of the PDF). Specific variances to the zoning bylaw are identified on Page A-4 (page 99 of the PDF) of the architectural plans attached as Appendix C to Heritage Revitalization Agreement Bylaw No. 5234, 2023.

b) the nature and amount of the financial development charges , etc, that would otherwise be applicable to this development proposal if it was to be pursued and approved as a rezoning application rather than as a purported heritage preservation application.

The applicant pays development applications fees per the Fees and Charges Bylaw, 5199, 2022. Any additional or administrative costs are considered cost recoverable and are borne by the applicant. If the proposal is approved, the applicant would also be required to provide applicable Development Cost Charges for one new residential single family lot at the building permit stage.

In accordance with the District's Public Amenity Contribution Policy, developments where a rezoning is necessary are expected to deliver a Community Amenity

Contribution (CAC). The value of the CAC is proportional to the increased potential of land use in comparison with existing zoning and land uses onsite. CAC's are not applicable to HRA proposals. As such, an evaluation of the CAC that would be applicable if this was a typical rezoning application (by a 3rd party financial consultant using a land residual approach) has not been completed for this project.

Please note that the Public Hearing and concurrent public meeting is scheduled for October 23, 2023 (not October 25).

Sincerely,

Erika Syvokas
Community Planner | Planning and Development Services | District of West Vancouver
t: 604-921-2914 | westvancouver.ca

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

From: [REDACTED] s. 22(1)
Sent: Wednesday, October 4, 2023 3:54 PM
To: Erika Syvokas <esyvokas@westvancouver.ca>
Cc: decostahouse@gmail.com; [REDACTED] s. 22(1)
Subject: Clegg House HRA proposal

CAUTION: This email originated from outside the organization from email address [REDACTED] s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

Good afternoon Erika.

[REDACTED] s. 22(1) and I own [REDACTED] s. 22(1), [REDACTED] s. 22(1) of this proposal site, [REDACTED] s. 22(1).

I was very surprised to see this rezoning (aka HRA) application being brought forward on very short notice prior to the completion of the Ambleside Local Area Plan.

In light of the short notice I have been unable to retain a development consult to assist me to conduct a full cost benefit analysis of this project prior to Oct 10 and 25.

In these circumstances and in order to permit me to assess the costs and benefits of this proposed application and to meaningfully participate in these processes could I please ask you to provide me with a list and description of:

a) the specific amendments to, or variations from, the current existing and applicable zoning that would be required to implement the current proposal as outlined in Notice of Development served last weekend;

b) the nature and amount of the financial development charges, etc, that would otherwise be applicable to this development proposal if it was to be pursued and approved as a rezoning application rather than as a purported heritage preservation application.

Thank you very much in advance for your anticipated assistance.

s. 22(1)

West Vancouver, BC s. 22(1)

s. 22(1)

Privileged and Confidential

s. 22(1)

From: s. 22(1)
Sent: Sunday, October 8, 2023 2:15 PM
To: Bylaw Dept; correspondence
Subject: Bylaw infractions

CAUTION: This email originated from outside the organization from email address s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

We walk on Ambleside beach regularly during the summer, from one end to the other, and have been doing so for many years. This summer has seen an 'explosion' of dogs and the posted signs seem to have minimal effects. Yesterday we counted more than 20 dogs on the seawall and beach outside the posted area. Today at about 1 p.m. there was a similar number. Several dogs on the beach itself and many on the seawall, some with leads, some without. We did see bylaw officers down there some days ago, and we saw the police walking in that area once earlier in the summer, but this is the only authority that we have seen this summer. I don't know why there is this sudden influx of dogs or why the posted instructions are now being ignored. But it was never like this over the past many years in our experience.

s. 22(1)
West Vancouver
s. 22(1)

**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
ARTS & CULTURE ADVISORY COMMITTEE MEETING MINUTES
RAVEN ROOM, MUNICIPAL HALL
TUESDAY, SEPTEMBER 5, 2023**

Committee Members: S. Swan (Chair), P. Bowles, A. Meysami, B. Milley, K. Rosin, S. Tsangarakis, E. Vaartnou, C. Wang; and Councillor N. Gambioli attended the meeting in the Raven Room, Municipal Hall. Absent: J. Baxter.

Staff: D. Niedermayer, Senior Manager, Cultural Services (Staff Representative); and A. Nomura, Cultural Services Department Secretary (Committee Clerk) attended the meeting in the Raven Room, Municipal Hall.

1. CALL TO ORDER

The meeting was called to order at 2:32 p.m.

Chair welcomed A. Nomura, Committee Clerk.

2. APPROVAL OF AGENDA

It was Moved and Seconded:

THAT the September 5, 2023 Arts & Culture Advisory Committee meeting agenda be approved as circulated.

CARRIED

3. ADOPTION OF MINUTES

It was Moved and Seconded:

THAT the July 13, 2023 Arts & Culture Advisory Committee meeting minutes be adopted as circulated.

CARRIED

REPORTS / ITEMS

4. Council Liaison Update

Members asked about a response from Council to ACAC's request for an update regarding the arts facility planning process. Councillor Gambioli informed the Committee that she would remind Council on September 6.

It was Moved and Seconded:

THAT the verbal report regarding Council Liaison Update be received for information.

CARRIED

5. Arts & Culture Related Committees of Council Update

Staff reported collaborating with Legislative Services on the revised draft terms of reference for the Arts & Culture Advisory Committee and presented a new draft to

members. Voting and non-voting positions have been created for this committee to avoid any perception of conflict of interest with members from organizations with financial relationships with the District.

The new Advisory Panels for the Art Museum, Community Grants Program, Ferry Building Gallery, and Public Art Program will have a member of the ACAC assigned to the panel to ensure flow of information and understanding of issues.

Discussion was had regarding the lack of representation from Indigenous communities on the ACAC. Staff explained that efforts will be made to ensure representation from at least one member of the Squamish Nation through the committee recruitment process.

The draft terms of reference will be presented to Council on September 25. If approved by Council, members would be appointed in December for a new committee starting January 2024.

It was Moved and Seconded:

THAT the Arts & Culture Advisory Committee endorses the revised Terms of Reference for the Arts & Culture Advisory Committee as discussed.

CARRIED

6. Arts & Culture Strategy (2018-2023) Update Discussion

The current Arts & Culture Strategy (2018-2023) expires at the end of 2023. An update to the current strategy will be conducted internally without a consultant. All members agreed the current strategy has a solid base and just requires an update recognizing current issues and opportunities.

There was discussion on the timing of an update if there is potentially a new ACAC being formed for January 2024. It was agreed that staff would provide an update in October on the current strategy's priority action items, what was completed, what was not completed and why (resources, no longer a priority, COVID-19 restrictions, etc). Staff will also bring a list of potential organizations to bring together to discuss an update to the strategy at a November meeting.

It was Moved and Seconded:

THAT the discussion involving Arts and Culture Strategy (2018-2023) Update Discussion be received for information.

CARRIED

7. Staff Update

Staff updated the Committee on the following:

- Summer events were very successful, with Harmony Arts 2023 experiencing very high attendance every day.
- There has been a strong return in attendance at events, festivals, indoor programs, art camps and workshops post COVID-19 for District programs.
- The Ambleside Welcome Figure project has been completed.

Members asked if the Planning Department would be making a presentation to the Committee of the draft Local Area Plan for Ambleside. Staff to follow-up.

It was Moved and Seconded:

THAT the verbal report regarding Staff Update be received for information.

CARRIED

8. PUBLIC QUESTIONS

E. McHarg: Suggested that it would be useful to present the new committee structure through an illustration. Also suggested that defining the arts and culture vision in West Vancouver could help residents understand the impact of arts, rather than just focusing on programming.

9. NEXT MEETING

Staff confirmed that the next Arts & Culture Advisory Committee meeting is scheduled for October 5, 2023 at 3 p.m. and held in-person in the Raven Room at Municipal Hall.

CARRIED

10. ADJOURNMENT

It was Moved and Seconded:

THAT the September 5, 2023 Arts & Culture Advisory Committee meeting be adjourned.

CARRIED

The meeting adjourned at 4 p.m.

Certified Correct:

s. 22(1)

Chair

s. 22(1)

Committee Clerk

From: Jill Lawlor
Sent: Wednesday, October 4, 2023 10:56 AM
To: s. 22(1)
Cc: correspondence
Subject: Ambleside park playground

Hi s. 22(1)

Thank you for your email regarding the Ambleside Park playground. Your correspondence has been forwarded to me for response.

The accessible swing originally in place has reached the end of life and was recently removed by Parks staff. A replacement accessible swing is on order, however, will take time to arrive. As such Parks staff installed a belt swing in the interim. Staff will temporarily install a child swing as suggested.

I hope this information is helpful and thank you for your suggestion.

Sincerely,

Jill

Jill Lawlor (she, her, hers)
Acting Senior Manager of Parks | District of West Vancouver
d: 604-921-3467 | c: 604-418-3657 | [westvancouver.ca](https://www.westvancouver.ca)



We acknowledge that we are on the traditional, ancestral and unceded territory of the Squamish Nation, Tsleil-Waututh Nation and Musqueam Nation. We recognize and respect them as nations in this territory, as well as their historic connection to the lands and waters around us since time immemorial.

From: [REDACTED] s. 22(1)
Sent: Sunday, October 1, 2023 12:34 PM
To: correspondence
Subject: Ambleside park playground

CAUTION: This email originated from outside the organization from email address [REDACTED] s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

To whom it may concern,

The swings at the Ambleside young child playground have recently been altered by removing the handicap swing and installing a third, regular swing for older children.

The park itself is clearly geared towards very young children, whereas John Lawson is definitely for an older crowd.

As a nearby resident and father to [REDACTED] s.22(1), I ask that the recently replaced "regular" swing be replaced yet again with a "bucket" style swing for very young kids. At the very least, replace it with what was originally there so all abilities can use the park.

Thank you for your consideration,

[REDACTED] s. 22(1)
Ambleside Resident
[REDACTED] s. 22(1)

From: Jill Lawlor
Sent: Wednesday, October 4, 2023 10:56 AM
To: s. 22(1)
Cc: correspondence
Subject: Suggestion

Dear s. 22(1)

Thank you for email sharing your experience in Halifax, it sounds like a great community!

The District has just completed the renewal of Horseshoe Bay Park and it has reopened this summer. One of the new features in the park is a number of permanent Adirondack chairs, please stop by and let me know what you think!

We will definitely consider your ideas for our parks moving forward.

Sincerely,

Jill

Jill Lawlor (she, her, hers)
Acting Senior Manager of Parks | District of West Vancouver
d: 604-921-3467 | c: 604-418-3657 | westvancouver.ca



We acknowledge that we are on the traditional, ancestral and unceded territory of the Squamish Nation, Tsleil-Waututh Nation and Musqueam Nation. We recognize and respect them as nations in this territory, as well as their historic connection to the lands and waters around us since time immemorial.

From: s. 22(1)
Sent: Friday, September 29, 2023 3:14 PM
To: correspondence
Subject: Suggestion

CAUTION: This email originated from outside the organization from email address s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

Hello,

Halifax is super social and fun. They have dozens of permanent adirondack chairs on the downtown piers. Shipping containers turned into grab & go shops & bars.

Would love to see that on WV's piers, seawall and beaches. They promote so much more social interaction.

Warmly,

s. 22(1)

West Vancouver

s. 22(1)

"Inclusion without proper support is exclusion." - Anonymous

From: Erika Syvokas
Sent: Wednesday, October 4, 2023 3:32 PM
To: s. 22(1)
Cc: correspondence
Subject: The Clegg House - 1591 Haywood

Hello s. 22(1)

Thank you for your email regarding the proposal for 1591 Haywood Avenue. Please find responses to your questions in red below.

You may also wish to review the Report to Council for the proposed Heritage Revitalization Agreement, Heritage Designation and Development Permit [here](#). At the meeting on September 25, 2023, Council added the Clegg House to the Community Heritage Register and provided first reading for the proposed Heritage Revitalization Agreement Bylaw and Heritage Designation Bylaw. As you are aware, the applicants are hosting an applicant-led public information meeting on October 10, 2023, to give the public an opportunity to learn about the proposal prior to the Public Hearing. The Public Hearing and concurrent public meeting to consider the proposed Development Permit is scheduled for October 23, 2023.

Sincerely,

Erika Syvokas
Community Planner | Planning and Development Services | District of West Vancouver
t: 604-921-2914 | westvancouver.ca

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

From: s. 22(1)
Sent: Monday, October 2, 2023 7:24 AM
To: Planning Department <planning@westvancouver.ca>
Subject: The Clegg House

CAUTION: This email originated from outside the organization from email address s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

I have just been informed of a public consultation meeting initiated by the owners of 1591 Haywood of their intention to seek a Heritage Revitalization Agreement for their property.

It is my understanding from the information provided by the proponent that such an agreement would enable them to modify the house, add ancillary buildings and have access to financial incentives such as fees, charges and tax benefits which would not be available to an owner wishing to simply build a new building under the zoning bylaw or to come forward with a more dense housing project.

It is further my understanding that the purpose of such an agreement is to encourage the retention of heritage buildings of merit in the community and that an advisory committee gives advice on such matters to Staff and Council before the matter is formally considered by Council.

In order that I may be properly informed before attending the public consultation meeting noted above I would appreciate receiving the following information.

1 What are the criteria used by the District to determine an heritage building. Is it the intrinsic qualities of the building and its design details or its setting. Or is the stature of the person who originally built the building, the reputation of the architect responsible for its design of significance. Or is it simply the opinion of the advisory committee and does the advisory committee whose members may be active in development in the District have a conflict of interest.

The Clegg House is noted in the 1988 "[West Vancouver Heritage Inventory](#)" as a 'support' category heritage building. The District uses a values based approach for additions to the heritage register (please find the selection criteria on page 3 of the Community Heritage Register brochure [here](#)). A Statement of Significance (a brief document which describes an historic place, defines its heritage value, and articulates its character-defining elements), responding to the selection criteria, was submitted with the proposal for the nomination to the West Vancouver Heritage Register. Staff and the Heritage Advisory Committee supported the addition of the Clegg House to the Heritage Register, however the decision to add the Clegg House to the Heritage Register was made by Council at the September 25, 2023 meeting.

2 What are the criteria by right under the existing zoning bylaw and what are the criteria used to evaluate the the proposed scheme which comprises the Heritage Agreement and are these different or in conflict with those of the current zoning bylaw. Presumably what is meaningful for one is meaningful for the other.

The site is zoned RS5. The existing RS5 zone allows for a maximum Floor Area Ratio (FAR) of 0.30, up to a floor area maximum of 293 m², not including an in-ground basement or other exempted floor area such as a garage. The minimum lot area within the RS5 zone is 488 m². Although the lot meets the minimum lot area to subdivide, it is not able to qualify for a conventional two-lot subdivision under current policy as it is constrained by Vinson Creek traversing the property.

The Heritage Revitalization Agreement tool allows a municipality to vary use, density and siting regulations in exchange for restoration, preservation and protection of the heritage resource. To accommodate relocation of the Clegg House and enable the subdivision and proposed development, variances are proposed to the Floor Area Ratio for both new lots, setbacks, height and highest building face for the infill house, to the coach house regulations, to enable stratification of the garden suite in the Clegg House, and to allow for two driveways on the proposed southern lot.

The proposal was reviewed from a site planning and urban planning perspective and provides housing diversity and sensitive infill that responds to neighbourhood context and aligns with Official Community Plan objectives.

3 What is the impact of Vinson Creek on the site development. Would it result in a new home under the zoning bylaw with a triangular plan as is implied by the proponent

The District requires that development proposals which involve work within 15 m of the top of a watercourse bank comply with the following guidelines:

- Locate development on portions of the site that are least environmentally sensitive.
- No new development within 5 m of the top of a watercourse bank.
- No development closer to a watercourse than existing development.
- No net loss of riparian habitat with the 15 m setback of the watercourse bank.

Taking into consideration the zoning setbacks under the existing RS5 zone and the watercourse protection area, the site could be redeveloped in the building envelope shown in the applicant's information package, noting however that some encroachment into the 5-15 m watercourse setback could be considered through an Environmental Development Permit if the proposal demonstrated a net habitat balance.

4 Are policies such as the Boulevard Bylaw, Neighbourhood Character and other relevant bylaws of import or is the opinion of the Advisory Committee and Staff the overriding determinant of what is applicable to a heritage property.

Consideration of this HRA proposal is guided primarily by Official Community Plan policies related to heritage conservation, the form and character of coach houses, and development next to watercourses. However, the proposal is also reviewed in context of how it respects or enhances existing neighbourhood character, as well as whether the requested bylaw variances impact the streetscape or neighbouring properties.

I am aware of the discussion of providing more “missing middle” housing in the community. I am aware that densification does not solve affordability it simply provides different liveability at a higher cost. I am aware of the Ambleside Local Area Plan which is under study and which precludes densification north of Esquimalt and I am aware of the housing concerns of the current Provincial government and the need for appropriate policies by Council should these concerns bring about changes in the law.

I look forward to your comments to help me assess this scheme and my response to the the owners of the property at their meeting. I would be happy to meet you if this is useful.

s. 22(1)

, West Vancouver.

s. 22(1)

Sent from my iPad

From: Erika Syvokas
Sent: Friday, October 6, 2023 10:21 AM
To: s. 22(1)
Cc: decostahouse@gmail.com; s. 22(1); Michelle McGuire; Mark Sager; Christine Cassidy; Scott Snider; Linda Watt; Sharon Thompson; Nora Gambioli; Peter Lambur; correspondence
Subject: RE: Clegg House HRA proposal

Hello s. 22(1)

Thank you for your follow up email. Please find responses to your comments below. I have copied Michelle McGuire as well Mayor and Council as requested.

[Policy 2.1.15 of the Official Community Plan](#) (OCP) allows consideration of heritage projects within a local area plan (LAP) boundary, prior to the adoption of a local area plan, by applying relevant District-wide policies with the OCP. Additionally, the current study area for the Ambleside LAP, as approved by Council does not include the subject site. On July 24, 2023, Council approved a series of resolutions related to the Ambleside Local Area Plan, including one directing staff to proceed based on a revised LAP study area (see the report to Council [here](#)). The revised study area, as shown on Map 1 of the report to Council, does not include the subject site.

The proposal for 1591 Haywood Avenue is following the standard staff review and public consultation process for this type of development application in accordance with the [Preliminary Development Proposal and Public Consultation Policy](#) and the [Development Procedures Bylaw](#) including:

- Prior to submitting a formal application, the applicant submitted a preliminary development proposal and undertook preliminary public consultation to allow for initial staff review and public input.
- The preliminary process included the applicant notifying surrounding property owners based on the Preliminary Development Proposal & Public Consultation Policy and hosting a Preliminary Public Consultation Meeting.
- The Heritage Advisory Committee reviewed the proposal at the preliminary proposal stage, as well as part of the formal application process. Committee meetings are public meetings, and the meeting minutes are available online.
- The applicant is holding a Public Information Meeting on October 10, 2023, to provide the public an opportunity to learn about the proposal and ask questions prior to the Public Hearing scheduled for October 23, 2023.

The application has also gone through all standard and required notification and Council meeting/consideration procedures including:

- A project page, including information regarding the proposal and proposed plans, has been available on the website since prior to the preliminary public consultation meeting and has been updated throughout the process.
- The agenda for the September 25, 2023 Council meeting where Council gave 1st reading of the proposed bylaws and added the Clegg House to the Community Heritage Register was posted in accordance with legislative requirements.
- A development application sign indicating the details of the Public Information Meeting and the details of the Public Hearing has been erected on site.
- The applicant sent out a notice and information package regarding the applicant-led information meeting to be held on October 10, 2023 to all properties within 100 m of the subject property.
- A notice of the upcoming Public Hearing on October 23, 2023 was mailed out by the District on October 5, 2023 to all properties within 100 m of the subject property.
- Notice of the Public Hearing will also be placed in the North Shore News on October 11 and 18, 2023.

Sincerely,

Erika Syvokas
Community Planner | Planning and Development Services | District of West Vancouver
t: 604-921-2914 | westvancouver.ca

From: [REDACTED] s. 22(1)
Sent: Thursday, October 5, 2023 12:18 PM
To: Erika Syvokas <esyvokas@westvancouver.ca>; Mark Sager <mark@westvancouver.ca>
Cc: decostahouse@gmail.com; [REDACTED] s. 22(1)
Subject: Re: Clegg House HRA proposal

CAUTION: This email originated from outside the organization from email address [REDACTED] s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

Thank you Erika.

Again I express very emphatic surprise that this application is being aggressively fast tracked by Staff notwithstanding that the Ambleside LAP has not been completed.

I, and I am very certain, the rest of the community that is directly impacted by this, had assumed that this application had been put on hold pending the completion of the LAP which completely counter indicates this application. In sum, to the best of my knowledge, no one in the directly impacted community had any idea that this application would be discussed at the Sept 25 Council meeting.

It seems absurd and totally contrary to Natural Justice standards that the community would be given actual Notice of an "Information Meeting" scheduled for Oct 10 but not be given Notice of an actual Sept 25 Application to Council to designate the subject property as a Heritage asset, to set fast track dates for a Public Hearing, etc.

I also note that the circular distributed on or about Oct 1 to those within 100 meters makes no reference to an Oct 23 Public Hearing notwithstanding that it is now apparent that that date was set by Council before the circular was distributed.

It also seems highly anomalous that your Report to Council would be so gushingly and embarrassingly supportive of this Application prior to any meaningful public input.

In this regard I note your reference to various "inputs" in relation to a facially absurd early 2022 proposed application that included an additional coachhouse, a B+B etc. As indicated above, from the perspective of the directly impacted community, that application appeared to have been properly abandoned, without more. We now belatedly discover that you and your colleagues have been burrowing away on this application in secrecy.

I also note your insistence that this application does not seek rezoning but that is the real world effect of what is proposed—if it looks, walks and sounds like a rezoning application then that is what it is, no matter what costume it wears. It is thus inexplicable that there has been no calculation of the forgone CAC that that this disguised rezoning application requests that West Vancouver taxpayers are being asked to pay on behalf of this proponent.

Without this information, and adequate time for the impacted community to prepare to be heard, this Public Hearing should be summarily adjourned.

As Ms McGuire's email address is not immediately available on your website please forward this email to her and to Mayor and Council.

If a formal application to adjourn this ill scheduled Public Hearing is required please advise when that application might be heard so that I may arrange to attend to speak to it.

s. 22(1)

West Vancouver, BC s. 22(1)
s. 22(1)

Privileged and Confidential

s. 22(1)

On Oct 5, 2023, at 8:24 AM, Erika Syvokas <esyvokas@westvancouver.ca> wrote:

Hello s. 22(1)

Thank you for you remail regarding the proposal for 1591 Haywood Avenue.

Please find responses to your specific questions in **red** below.

a) the specific amendments to, or variations from, the current existing and applicable zoning that would be require to implement the current proposal as outlined in Notice of Development served last weekend;

The Report to Council (see link [here](#)) for the proposed Heritage Revitalization Agreement, Heritage Designation and Development Permit describes the proposed variances (see pages 11-12 of the PDF). Specific variances to the zoning bylaw are identified on Page A-4 (page 99 of the PDF) of the architectural plans attached as Appendix C to Heritage Revitalization Agreement Bylaw No. 5234, 2023.

b) the nature and amount of the financial development charges , etc, that would otherwise be applicable to this development proposal if it was to be pursued and approved as a rezoning application rather than as a purported heritage preservation application.

The applicant pays development applications fees per the Fees and Charges Bylaw, 5199, 2022. Any additional or administrative costs are considered cost recoverable and are borne by the applicant. If the proposal is approved, the applicant would also be required to provide applicable Development Cost Charges for one new residential single family lot at the building permit stage.

In accordance with the District's Public Amenity Contribution Policy, developments where a rezoning is necessary are expected to deliver a Community Amenity Contribution (CAC). The value of the CAC is proportional to the increased potential of land use in comparison with existing zoning and land uses onsite. CAC's are not applicable to HRA proposals. As such, an evaluation of the CAC that would be applicable if this was a typical rezoning application (by a 3rd party financial consultant using a land residual approach) has not been completed for this project.

Please note that the Public Hearing and concurrent public meeting is scheduled for October 23, 2023 (not October 25).

Sincerely,

Erika Syvokas

Community Planner | Planning and Development Services | District of West Vancouver

t: 604-921-2914 | westvancouver.ca

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

From: [REDACTED] s. 22(1)

Sent: Wednesday, October 4, 2023 3:54 PM

To: Erika Syvokas <esyvokas@westvancouver.ca>

Cc: decostahouse@gmail.com; [REDACTED] s. 22(1)

Subject: Clegg House HRA proposal

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[REDACTED] s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

Good afternoon Erika.

[REDACTED] s. 22(1) and I own [REDACTED] s. 22(1), [REDACTED] s. 22(1) of this proposal site, [REDACTED] s. 22(1).

I was very surprised to see this rezoning (aka HRA) application being brought forward on very short notice prior to the completion of the Ambleside Local Area Plan.

In light of the short notice I have been unable to retain a development consult to assist me to conduct a full cost benefit analysis of this project prior to Oct 10 and 25.

In these circumstances and in order to permit me to assess the costs and benefits of this proposed application and to meaningfully participate in these processes could I please ask you to provide me with a list and description of:

- a) the specific amendments to, or variations from, the current existing and applicable zoning that would be required to implement the current proposal as outlined in Notice of Development served last weekend;
- b) the nature and amount of the financial development charges, etc, that would otherwise be applicable to this development proposal if it was to be pursued and approved as a rezoning application rather than as a purported heritage preservation application.

Thank you very much in advance for your anticipated assistance.

[REDACTED] s. 22(1)

West Vancouver, BC [REDACTED] s. 22(1)
[REDACTED] s. 22(1)

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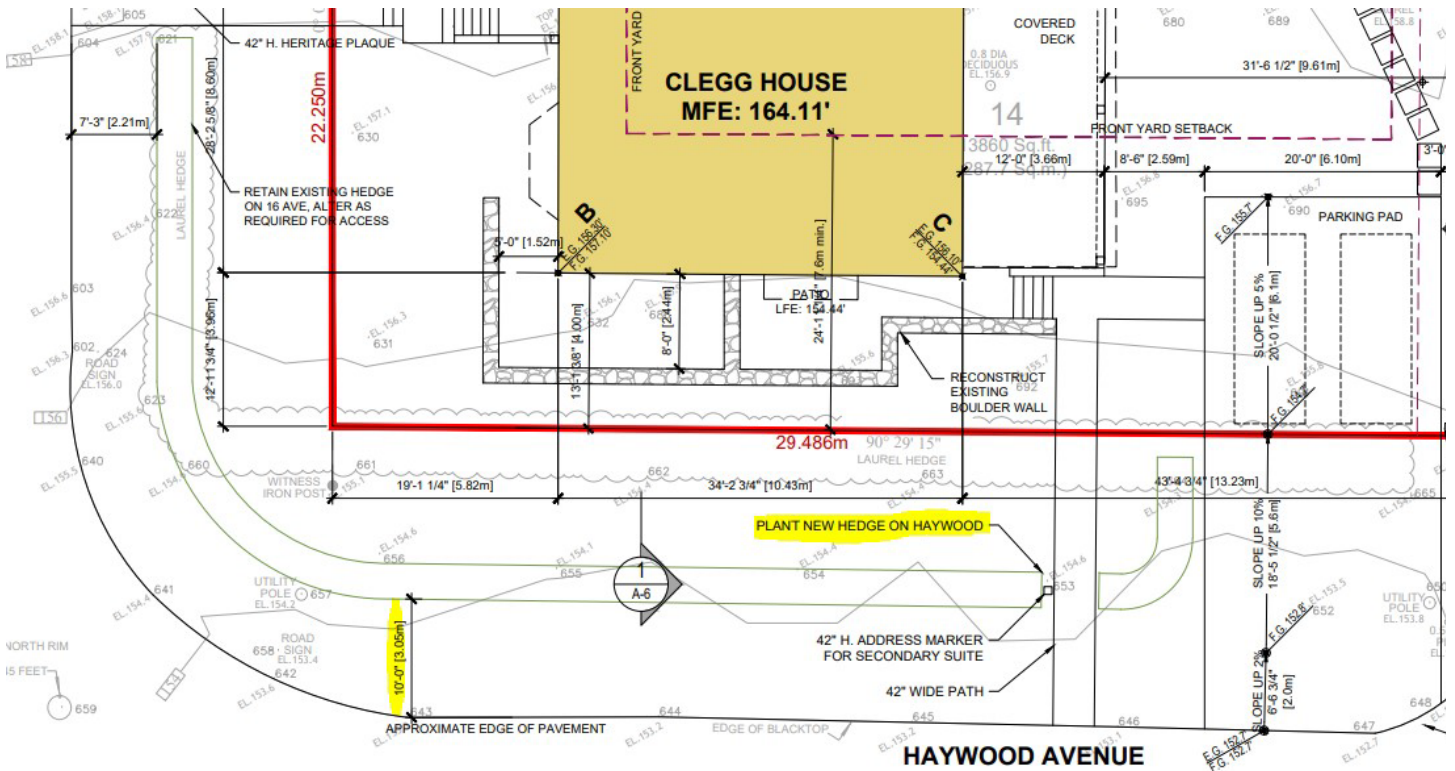
[REDACTED] s. 22(1)

From: Erika Syvokas
Sent: Friday, October 6, 2023 12:57 PM
To: s. 22(1)
Cc: Christine Cassidy; Mark Sager; Scott Findlay; Jim Bailey; correspondence
Subject: RE: Clegg House

Hello s. 22(1),

Thank you for your inquiry regarding the new hedge planted on the boulevard at 1591 Haywood Avenue. Your email has been forwarded to staff for response.

Hedges are permitted to be planted on the District boulevard in compliance with Section 6.4.3 of the [Boulevard Bylaw](#) (at least 3 m from the edge of the roadway). An encroachment permit is not required for hedges which comply with Section 6.4.3. The new hedge appears to comply with the Boulevard Bylaw and be in alignment with the proposed landscaping for the HRA proposal (see snip from the site plan below).



Sincerely,

Erika Syvokas
 Community Planner | Planning and Development Services | District of West Vancouver
 t: 604-921-2914 | westvancouver.ca

From: s. 22(1)
Sent: Thursday, October 5, 2023 4:44:50 PM

To: Christine Cassidy <ccassidy@westvancouver.ca>

Subject: Clegg House

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Ms. Cassidy,

I was looking at the development proposal sign at this property. It seems like they are planting a new hedge about 11 feet (exactly twice [REDACTED] s.22(1)) encroaching into the boulevard judging by the property stake. Is this part of the development proposal?

Is it allowed?

T

[REDACTED] s.22(1)



From: Engineering Department
Sent: Tuesday, October 10, 2023 3:07 PM
To: [REDACTED] s. 22(1)
Cc: correspondence
Subject: District of West Vancouver Engineering Public Enquiry [REDACTED] s. 22(1) - Gleneagles Pump Station Upgrade - Noise Bylaw Exemption

Hello [REDACTED] s. 22(1),

Thank you for your enquiry.

The District's Bylaw department is in the process of obtaining the relevant information to prepare a report to submit to Council for consideration of approval for the noise exemption request by Metro Vancouver for the Kensington Pump Station Project. If you have any further questions, please contact Matthew O'Connor, Acting Manager, Bylaw & Licensing Services at moconnor@westvancouver.ca.

Engineering & Transportation Services | District of West Vancouver
engineeringdept@westvancouver.ca | 604-925-7020

From: s. 22(1)
Sent: Wednesday, October 4, 2023 9:56 PM
To: correspondence; Mark Sager; Nora Gambioli
Subject: Gleneagles Pump Station Upgrade - s. 22(1) By-law Variance Application -
 Industra Important Time Sensitive

CAUTION: This email originated from outside the organization from email address s. 22(1). Do not click links or open attachments unless you validate the sender and know the content is safe. If you believe this e-mail is suspicious, please report it to IT by marking it as SPAM.

Dear Council and Mayor,

My name is s. 22(1) and I live s. 22(1) in West Vancouver.

s. 22(1), including the pump station currently being upgraded by Metro Vancouver.

I have lived in this house s. 22(1). My entire professional career was in s. 22(1). I am writing today to draw your attention to this project which is one of a series of utility upgrades slated to occur in West Van in the near future.

Metro informed us about this project a number of years ago and s.22(1) at that time. Recently, we have received word that s.22(1) will commence October 14th, 2023. The letter we received does contain some errors but in essence the purpose as we understand it, was to have s.22(1) align with the tie in of the current sewer to the temporary pump station so that s.22(1) could then be used to provide space for proper shoring for the rebuild of the current pump station s. 22(1).

In addition it is our understanding that this project will require s.22(1) most likely agree to (assuming terms are satisfactory) as rebuilding this pump station is in our collective best interest as a municipality.

The problem:

1. s.22(1) severely impacted by this work and s.22(1) will be impacted with other future works for water main upgrades i;
2. Metro is taking land for their use well before the project start dates;
3. Metro is not compensating fairly in our opinion and not really attempting to negotiate;
4. The current contractor Industra is a competent choice and we have no issue with this contractor and find them great to work with;
5. Industra wishes to perform the tie in to the temporary pump station at night, they were hoping for October 14th, 2023...
6. **Apparently this may not happen because West Vancouver has no By-Law provision that allows for this night time work unless its a concrete pour;**
7. The night time work is required because this is when sewage flow rates are the lowest;
8. Industra may wish to apply for a variance and it is my understanding that this variance would also include Gallagher Place works;
9. Failure to allow Industra to perform this work at night and this month would ultimately delay this project for months; AGAIN
10. The current pump station is aging and frequently creates problems for Metro and sometimes even for immediate residents nearby;

11. The current pump station sometimes fails and residents nearby are exposed to multiple days and nights of lined up vac trucks transporting raw sewage back and forth to working pump stations without any warning. Residents near pump stations are often subjected to unwanted odours and other inconveniences without warning and it is my feeling that most if not all nearby property residents would agree to a variance if it was requested by Industria/ Metro. Vac trucks are very noisy and often there is bright light associated with these emergencies. These emergencies are likely, not unlikely, and further delays in this upgrade project make no sense.

12. s.22(1) legally tied up in this and I am about to try and help the project s.22(1) to be used provided a satisfactory agreement can be reached. I am limited by this project and cannot freely s.22(1) as are my neighbours. We have years of upgrades to endure it seems with little communication from Metro (and now a possible strike).

What I am requesting is for Council to make every reasonable attempt to find a way to allow this one night of work in the interest of moving things along. Mr. Sager, your election platform was actually based on getting things done and i feel that in this instance efforts by you here could be helpful. We cannot wait until spring. It is my understanding that West Vancouver Staff do not know how to allow this work to proceed.

My quiet enjoyment is directly impacted by this project. s.22(1) is legally impacted by this project and I am unable to do anything about what is happening around me. A road that provides an important turn around for emergency vehicles and a bypass for a dangerous corner on Marine Drive is closed. **I ask that Council get involved here and make this one night of work happen somehow so this project is not held up by The District, because ultimately, the District right now appears to be the roadblock.**

Sincerely, s. 22(1)