



Village of Lytton
Regular Council Meeting Agenda
Wednesday, July 28, 2021, 7:00 pm
Held virtually via Zoom

1 Call to Order

2 Adoption of the Agenda

2.1 *THAT Council adopt the agenda for the July 28, 2021 Regular Council Meeting.*

3 Adoption of Minutes

3.1 **NIL**

4 Delegations

4.1 Tara Faganello, Assistant Deputy Minister, Local Government Division, Ministry of Municipal Affairs.

5 Public Comment

Public are invited to comment on matters related to the agenda, for up to 2 minutes.

6 Correspondence

6.1 Correspondence for Information

- a. Team Rubicon experience, expertise and roles
- b. Letter to Premier Horgan
- c. Amended Evacuation Order

5
6
7

6.2 Correspondence for Action

NIL

7 Staff Reports

7.1 Reports for Information

- a. **2021 Taxes – verbal report**
- b. **Donation account – verbal report**

7.2 Reports for Action

a. Signing Authority

11

THAT Council approve the following be named as signing authorities for the Village of Lytton:

Sidonie Walters – Administrative Clerk

AND two of the following three:

Lilliane Graie – Councillor

Dallas Ian Hay – Councillor

Robert Leitch – Councillor

AND THAT accounts in the name of the Corporation of the Village of The Village of Lytton

(hereinafter called the “Village of Lytton”) be kept at the Bank of Nova Scotia (hereinafter

called the “Bank”) and the Village CAO and the Mayor or Councillors are hereby authorized for and in the name of the Corporation to sign cheques, bills and orders for the payment of money and such agreements and instruments as may be necessary or useful in connection with the operation of the said account.

b. Cancellation of Byelection

13

THAT Council request that the British Columbia Minister of Municipal Affairs cancel the Village of Lytton by-election scheduled for August 7, 2021.

c. Council Travel Expenditure

15

THAT Council approve the Travel Expense Policy for Council Members, Officers and Employees.

d. VoL and LFN Cooperation Agreement

18

THAT Council approve the Cooperation Agreement between the Village of Lytton and Lytton First Nation as presented (or amended).

e. Appointment of Fraser Basin Council

28

THAT Council approve the agreement between the Fraser Basin Council and the Village of Lytton as presented (or amended).

f. Building Permit Application Suspension

45

THAT Council approves the Chief Administrative Officer to prepare for Council’s consideration under section 463(2) of the Local Government Act:

1. a zoning bylaw that if enacted will have the following legal effect:

- (a) establish setbacks and side yards, and other siting requirements, that Council considers reasonable in the context of potential future fire events, based on advice from the Province;*
- (b) designate development permit areas and specify guidelines for the content of development permits for protection of the natural environment, protection of development from hazardous conditions, establishment of objectives for form and character of development, energy conservation, water conservation, downtown revitalization, and greenhouse gas reduction, under section 488 of the Act;*
- (c) require under section 482 of the Act the provision of the following community amenities:*
 - (i) a residential, commercial, institutional building may not be used for its purpose unless it satisfies Step 5 of the British Columbia Step Code;*
 - (ii) a building located in the area defined as the Exclusion Zone on TNRD mapping may not be used for its purpose unless connected to the Village District Energy System;*
 - (iii) every building in the Exclusion Zone must constitute part of the Village's designation in respect of the Living Community Challenge;*
 - (iv) a commercial or institutional building, or multi-family residential building, may not be used for its purpose unless it provides for accessibility for disabled persons in accordance with the Rick Hansen Accessibility certification program;*

2. a report to Council addressing the following:

- (a) information and studies concerning the subject lands and existing and proposed zoning;*
- (b) identification of the interests of the community as a whole, in the context of the good planning principles evidenced by any plans, studies and reports the Village has prepared and commissioned in respect of the parcels affected and this area;*
- (c) ensuring that there are practical and economic uses permitted on the subject land;*
- (d) discussion of a process to inform owners and occupiers of affected parcels of land regarding the proposed changes to the zoning bylaw and give the affected owners an opportunity to make representations to Council in addition to the opportunity of attending a statutory public hearing;*
- (e) discussion of a process to treat the owners with scrupulous fairness in procedure.*

g. Village Logo

THAT Council provide direction on the Village logo and branding.

52

8.1 NIL

9 Reports by Mayor and Councillors

9.1 Mayor

9.2 Councillor Leitch

9.3 Councillor Hay

9.4 Councillor Graie

10 Closed Meeting

10.1 *THAT Council close the meeting to the public to discuss:*

One matter related to Community Charter Section 90(1) (c) labour relations or other employee relations;

One matter related to Community Charter Section 90(1) (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

11 Adjournment

Team Rubicon Canada is offering some reprieve from direct Emergency Operations Centre duties for Village staff while working alongside local officials to help with IMT support (Incident Management Team support including Planning, Administration, Operations, Logistics and Safety).

In consultation with and at the discretion of local authorities, Team Rubicon Canada are also planning to provide follow-on operations including ash sifting and debris removal which are anticipated needs once it is safe to return to the Village. The 11-person team consists of personnel highly experienced in disaster response with many coming from **military** service backgrounds. Their extensive knowledge and years of expertise will allow Village staff to focus on immediate supports for residents as well as moving into the Recovery and Rebuild phase immediately, helping to create a smoother yet comprehensive timeline.

Ash and air samples are currently being collected for testing by the Ministry of the Environment within the Village. Once clearance has been given, Team Rubicon Canada will contact residents individually to arrange for them to come to the village and guide team members in the sifting process of their properties if desired. Team Rubicon will request the resident sign a permission waiver and assist in preparing a diagram indicating where items might be. Team Rubicon members will sift the area, clean, and decontaminate anything found and give it to the resident.

For more information about Team Rubicon Canada please visit [Team Rubicon Canada | Built To Serve \(team-rubicon.ca\)](https://team-rubicon.ca)



The Honourable John Horgan
Premier of British Columbia
PO Box 9041 Stn Prov Govt
Victoria, BC V8W 9E1

July 28, 2021

Dear Premier Horgan,

On behalf of the Village of Lytton and our residents, I am writing to thank you for the opportunity to meet with you, Minister Osborne, and provincial officials this past week regarding the rebuilding plans.

As Chief Webster and I stated during our meeting, the Village is formally partnering with the Lytton First Nation to rebuild the community together with the objective of net zero buildings and infrastructure. With your support, we are helping you achieve the goals you have outlined in your Minister's mandate letters of **lasting and meaningful reconciliation** and a **better future through fighting climate change**. The small size of the communities comprising Lytton helps make the option of rebuilding Lytton as a model net-zero community an achievable goal.

We are also grateful for the call you have already made to the Fraser Basin Council to reinforce their assistance in coordinating and facilitating the processes of rebuilding. We also appreciate the commitment of funding to assist with the planning and other processes for this small-in-scale but important rebuild and are eager to receive details from your staff on this.

Once built, the net zero community made up of the Village and the First Nations Reserves will stand as a legacy of the vision, collaboration, and commitment of all governments and agencies involved.

Sincerely,

Jan Polderman
Mayor

- c. Chief Janet Webster (chief@lfn.band)
Hon. Josie Osborne, Minister of Municipal Affairs (MAH.Minister@gov.bc.ca)
Jarrett Haglund (Jarrett.Hagglund@gov.bc.ca)
Tara Faganello (tara.faganello@gov.bc.ca)
David Marshall (DMarshall@fraserbasin.ca)



Amended Evacuation Order

An **Amended Evacuation Order** has been issued by the Village of Lytton Emergency Operations Centre (EOC).

Evacuation order downgraded to evacuation alert at 20:00 hours for the following places **ONLY**.

- Ponderosa Heights
- Loring Way
- Lytton Fire Base
- Kent Road
- Highway 1

Evacuation order remains in place for The Village of Lytton with the exception of the above-mentioned areas.

For properties now on evacuation alert, conditions may change as there are still fires burning around the community, an immediate evacuation may be necessary to ensure the safety of residents and frontline responders.

For properties remaining on evacuation order, residents are reminded to comply with the order and should not trespass in the area. The evacuation order is in place to keep residents safe.

For more information contact: Lytton Emergency Operations Centre

eocoperations@lytton.ca

Jan Polderman

Jan Polderman,
Mayor of Lytton

FOR IMMEDIATE RELEASE

July 23, 2021

Returning Residents to the Village of Lytton – Ponderosa and Loring

You are returning to a community where the surrounding area was profoundly affected by a wildfire.

Give way to all emergency and firefighting vehicles. RCMP services are now based out of Boston Bar. There is limited fire protection services within the Village of Lytton. Ambulance services is being dispatched from surrounding areas.

Some areas may be fenced for safety and security purposes. Please respect these restricted areas and any directions given to you by first responders and utility workers.

Do not re-enter any areas that were heavily damaged or destroyed by the wildfire.

Inspect your home before entering. Walk carefully around the outside and check for loose power lines, gas leaks and structural damage. If you have any doubts about safety, do not enter.

Take basic precautions and be aware of hazards to your health and safety in the community.

- Slip, trip and fall hazards from unstable structures, open pits or wet and slippery surfaces.
- Charred trees are unstable and may be a hazard.
- Fire damaged buildings may be a hazard.
- Ash, soot and demolition dust.
- Hazardous materials such as kitchen and bathroom cleaning products, paint, batteries and fuel containers which have been partially damaged or destroyed.
- Pesticides or herbicide containers potentially damaged or destroyed.
- Propane cylinders for heating or from BBQ.

Do you have:

A full tank of gas?

Proper clothing, a flashlight and clean-up materials?

Water for the next 7 days?

Food for the next 7 days, including special dietary needs?

Food, medications for pets for the next 7 days?

Medications for the next 7 days?

If you suffer from a respiratory illness, it may be desirable to delay your return until air quality improves.

DO NOT CONSUME WATER

A do not use water notice is the highest-level notification. It is used in situations where a significant public health threat exists and the threat cannot be adequately addressed through a water quality advisory or boil water notice.

Disposing of Food From Your Home

All perishable items should be disposed of immediately upon your return.

Dispose of:

- Any unrefrigerated raw vegetables or fruits, or any foods that were stored in porous containers (e.g. cardboard, foam containers, etc.).
- Food that was in bowls on counters/tables.
- Food that shows signs of damage from heat or fire, including ash or smoke.
- Any canned food that is bulging or rusted. Canned foods that look like they may be okay need to be cleaned with soap and water before being opened to make sure the contents don't become contaminated.
- Any food that has come in contact with liquid waste, sewage, chemicals or water.
- Any food displaying an off odour or signs of spoilage.

Disposing of Refrigerators and Freezers

If you have insurance, contact your insurance provider.

If told to clean it:

- Double bag spoiled food and dispose of as regular garbage
- Keep and continue to use your appliance

If told to dispose of your fridge/freezer:

- Seal the doors shut with duct tape.
- Label the appliance "contaminated" in large print.
- Move appliance to curb/roadside for pick-up



Current Evacuation Status

 Order

0 0.13 0.25 0.5
Kilometers



Village of Lytton

To: Mayor and Council	Date: July 28, 2021
From: Symone Curry, CAO	Meeting Type: Regular
Subject: Signing Authority	

Purpose:

The purpose of this report is to update the Village authorized signatories for the Bank of Nova Scotia (BNS)

Background:

After each election, the Village is required to update the list of those members of Council and Staff that are authorized to sign cheques on behalf of the Village. The Village currently has accounts with the Bank of Nova Scotia.

Discussion:

In order to provide surety and ensure that the management of funds are properly safeguarded, the Chief Administrative Officer and the Mayor are the primary signers on all cheques sent out by the Village. Currently, the signatories are the Mayor the CAO.

Typically cheque runs are done on a bi-weekly basis and all cheques are prepared for signature by Thursday and sent out on Friday.

Recommendation:

THAT Council approve the following be named as signing authorities for the Village of Lytton:
Sidonie Walters – Administrative Clerk

AND two of the following three:

Lilliane Graie – Councillor

Dallas Ian Hay – Councillor

Robert Leitch – Councillor

AND THAT accounts in the name of the Corporation of the Village of The Village of Lytton (hereinafter called the "Village of Lytton") be kept at the Bank of Nova Scotia (hereinafter called the "Bank") and the Village CAO and the Mayor or Councillors are hereby authorized for and in the name of the Corporation to sign cheques, bills and orders for the payment of money and such agreements and instruments as may be necessary or useful in connection with the operation of the said account.

Respectfully submitted

Symone Curry

Symone Curry
CAO



Village of Lytton

To: Mayor and Council	Date: July 28, 2021
From: Shannon Story, Corporate Rebuilding Lead	Meeting Type: Regular
Subject: Request to Minister of Municipal Affairs to Cancel August 7, 2021, By Election	

Purpose:

To seek Council support to request from the British Columbia Minister of Municipal Affairs to cancel the Village of Lytton by-election scheduled for August 7, 2021

Background:

A by-election was triggered when Councillor Tiffany Callawaert-Haugen resigned from Council. The by-election was scheduled for August 7, 2021. The Call for Nominations was scheduled to close on July 2, 2021. Lytton currently has a Mayor and three Councillors in place and therefore has a quorum.

A wildfire destroyed the majority of the Village of Lytton on June 30, 2021. As of June 30, 2021, Lytton had received one nomination for the vacant Councillor position.

Discussion:

Lytton's current reality is that it is still closed to its residents and there is a long journey ahead to rebuild. Lytton's residents are currently spread all over British Columbia. The people of Lytton also suffering from the trauma of losing their homes and their community and a by-election is not a current top priority.

From a procedural point of view, it would be near to impossible to be able to provide notice of an election to all of Lytton's electors and to figure out the logistics of where and how to hold an election.

Under Section 167 of the *Local Government Act*-ministerial orders in special circumstances, the Minister of Municipal Affairs may make an order under special circumstances, which can include the cancellation of a by-election. Section 167 states:

Ministerial orders in special circumstances

167 (1) If the minister considers that special circumstances regarding an election or assent voting require this, the minister may make any order the minister considers appropriate to achieve the purposes of this Part or Part 4 [Assent Voting].

This report is seeking Council's approval to request that the British Columbia Minister of Municipal Affairs cancel the Lytton by-election scheduled for August 7, 2021, due to the current extraordinary circumstances that Lytton is facing.

Resource Impacts:

While there are no resource impacts to the action of cancelling the by-election, there are significant resource impacts should the by election proceed.

The logistics surrounding organizing a by-election for a Village where the majority of the citizens are currently living elsewhere would cost a significant of money in staff resources, advertising and logistics. The Village could also face procedural fairness issues as some displaced residents could be missed and not be provided with notice to vote.

Resolution:

THAT Council request that the British Columbia Minister of Municipal Affairs cancel the Village of Lytton by-election scheduled for August 7, 2021.

Respectfully submitted

Shannon Story
Lytton Corporate Rebuilding

Approved by

Symone Curry

Symone Curry
Chief Administrative Officer

Village of Lytton
TRAVEL EXPENSE POLICY
FOR COUNCIL MEMBERS, OFFICERS, AND EMPLOYEES

Date of Adoption/ Revision _____

Purpose:

To establish policy and procedures to govern the reimbursement of Travel expenses incurred by members of Council, Officers and Employees

Policy Statement

The Village of Lytton will reimburse Members of Council, Officers and Employees for travel expenses, including use of private vehicles, incurred while engaged in municipal business or attending conferences, courses, or meetings as a representative of the Village of Lytton. The Village of Lytton will reimburse Members of Council, Officers and Employees for expenses incurred while travelling on municipal business, outside a radius of 25 km, including use of private vehicles, when engaged in municipal business or attending conferences, courses, or meetings as a representative of the Village of Lytton.

ELIGIBLE EXPENSES

Transportation

When the use of a private vehicle is necessary, reimbursement shall be paid at the rate specified by Revenue Canada 55¢ per kilometre for the first 5,000 kilometres driven. 52¢ per kilometre driven after that. The rate noted will be updated by the Chief Financial Officer annually as the information becomes available from CRA. A Council Member, Officer or employee may request an advance equal to the amount calculated as the round-trip claim for total kilometers driven. All other expenses relating to transportation such as taxi/bus, parking fees, airport taxes, highway tolls, ferry fees, and other such related charges will be paid as incurred and supported by receipts.

Accommodation

All accommodation costs are to be approved in advance by the Administrator and the Corporate Credit Card used whenever possible. It is recommended, in an emergency, a "business" or "government" rate be obtained. Receipts are to be submitted to the financial officer upon return, with a completed travel claim form.

Daily Expenses

Meals claims will be reimbursed at the following rates: Lower Mainland and Victoria - \$100/day
All other areas - \$75/day

Items such as Parking, Buses, Taxi's, and Airport Fee's, pertaining to Municipal business, can be claimed upon the claimant's return. Receipts are required.
Gratuities and other incidentals are covered in the per diem.

Registrations

Where possible Fees for registration will be paid in full for each authorized and approved registrant in advance, by the Village.

Other

Other allowable expenses as authorized by the Village Council or Administrator will be reimbursed based on details and supporting receipts.

REIMBURSEMENTS

Travel expense claims and request for advances shall be submitted on the prescribed form to the Chief Administrative Officer.

All travel expense claims submitted must be approved by the Mayor and Council or Chief Administrative Officer prior to payment. Original approval and applicable receipts shall be attached to the expense claim form.

Mayor Polderman

CAO Curry

VILLAGE OF LYTTON
TRAVEL EXPENSE CLAIM

Name: _____ Purpose _____

Location: _____ Dates: _____

TRANSPORTATION

Air Travel/Car Rental: _____ \$ _____

Personal Vehicle

Travel _____ km X \$0.55 = ----- \$ _____

Other _____

ACCOMMODATION

Name of Hotel/Motel _____

Rate _____ X _____ Nights @ _____ = _____

MEAL EXPENSES (if not included in registration fees) (Includes gratuities)

Breakfast \$15.00 (add \$5 in Lower Mainland) X _____ = ----- \$ _____

Lunch \$25.00 (add \$10 in Lower Mainland) X _____ = ----- \$ _____

Dinner \$35.00 (add \$10 in Lower Mainland) X _____ = ----- \$ _____

REGISTRATION ----- \$ _____

OTHER Expenses _____ \$ _____

"PLEASE ATTACH INVOICES"

TOTAL \$ _____

Signature of Claimant _____ Signature of Approval _____

Date _____

Authorization Date _____



Village of Lytton

To: Mayor and Council	Date: July 28, 2021
From: Anne Yanciw, Community Recovery Manager	Meeting Type: Regular
Subject: Cooperation Agreement between the Lytton First Nation and the Village of Lytton	

Purpose:

To seek Council approval to enter into the attached draft agreement between the Lytton First Nation and the Village of Lytton.

Background:

Both the Lytton First Nation and the Village of Lytton were severely impacted by the wildfire of June 30, 2021.

Discussion:

Mayor Polderman of the Village of Lytton and Chief Webster of Lytton First Nation met with Premier Horgan on Tuesday, July 20, 2021 to discuss a collaborative approach to the rebuilding of the Lytton communities. The Premier expressed the support of his government to achieve the goals outlined in every Minister's mandate letters of **lasting and meaningful reconciliation and a better future through fighting climate change**.

Both Chief Webster and Mayor Polderman were presented with a draft of the Cooperation Agreement on July 20th to review prior to discussing this at their respective councils.

Resolution:

THAT Council approve entering into the agreement between the Lytton First Nation and the Village of Lytton as presented (or amended).

Respectfully submitted

Anne Yanciw
Community Recovery Manager

Approved for submission

Symone Curry
Chief Administrative Officer

COOPERATION AGREEMENT

THIS PROTOCOL AGREEMENT dated for reference the day of , 2021

BETWEEN:

LYTTON FIRST NATION

951 Main Street
Lytton, BC V0K 1Z0

(the "First Nation")

AND:

VILLAGE OF LYTTON

380 Main Street
PO Box 100
Lytton, BC V0K 1Z0

(the "Municipality")

GIVEN THAT:

- A. The First Nation is a government representing Indigenous people inhabiting their traditional territories, which has Indigenous title and rights including the right to self government;
- B. The Municipality is a municipal corporation under the *Local Government Act* and the *Community Charter* of British Columbia, having jurisdiction in respect of matters delegated to it by the Province of British Columbia;
- C. Section 35 of the *Constitution Act, 1982* recognizes and affirms the existing and Indigenous and treaty rights of the Indigenous peoples of Canada;
- D. The First Nation is designated under the *Indian Act* of Canada as having possession of the First Nation Reserve lands;
- E. The Municipality is located within the traditional territories of the First Nation;
- F. The First Nation and the Municipality each acknowledge that the interests of all persons living in their communities are best served by the parties working together in a spirit of cooperation and reconciliation;
- G. The parties wish to enter into a cooperation agreement with the intention and desire to establish a government-to-government relationship for the purposes of rebuilding their communities, sharing information, improving communications, addressing specific issues of mutual interest, providing services on a government-to-government basis, and raising awareness and understanding of the First Nation's Indigenous title and rights, the Truth

and Reconciliation Commission Calls to Action, and the United Nations Declaration on the Rights of Indigenous Peoples;

- H. The parties recognize that building an effective government-to-government relationship will help create certainty for their respective communities and jurisdictions; and
- I. The parties wish to cooperate on the rebuilding of their respective Communities' buildings, infrastructure, and sense of place;

THEREFORE the parties agree as follows:

MECHANISMS OF COOPERATION

1. The parties will at all times approach the work contemplated by this Protocol in such a manner as to ensure that each acquires and maintains a full understanding of the other's governing structures, traditions, jurisdiction and responsibilities.
2. The parties will, within 10 days of the effective date of this Protocol, establish a permanent staff level working committee comprising the principal appointed officers of each of the parties and other senior staff members who those officers deem appropriate, to address issues of mutual interest including the issues specified in paragraph 5. Each party will notify the other in writing of the names and positions of its working committee members, and from time to time will notify the other in writing of any changes in such appointments.
3. The parties' representatives will also meet from time to time on an *ad hoc* basis to deal with issues outside the scope of the current work plan that are of mutual interest, and for that purpose either of the parties may initiate a meeting by contacting the principal appointed officer of the other. Each of the parties agrees to acknowledge such initiatives in a timely way, and to assign staff or other representatives to meet with the representatives of the other to deal with the issue to the extent that staff and other resources reasonably permit.
4. The Council of the Municipality and the Council of the First Nation will meet at the call of the First Nation Chief and Municipal Mayor regarding the rebuilding, and thereafter at least four times each calendar year to establish annual working committee work plans addressing areas and issues of mutual interest, the first such meeting to be held within 10 days of the effective date of this Protocol.
5. The Councils and staff of the Municipality and First Nation will cooperate regarding the rebuilding of their communities on the basis of:
 - (a) respect for and acknowledgement of each party's revenue sources and opportunities;
 - (b) economies of scale;
 - (c) mutually beneficial planning;
 - (d) communications and cooperation
 - (e) sharing of infrastructure;

- (f) sharing of resources where legally feasible and subject to approval of the parties' Councils.

KEY INTERESTS

- 6. The Parties agree to work together to address the following key interests and such other interests as may be identified from time to time in work plans established by the parties under paragraphs 2 and 5:
 - (a) institutional rebuilding to provide temporary or permanent facilities regarding items (b) through (k);
 - (b) residential rebuilding;
 - (c) commercial rebuilding;
 - (d) other institutional rebuilding;
 - (e) shared and reciprocal services, and provision of services by the Municipality;
 - (f) capacity building;
 - (g) intergovernmental Coordination;
 - (h) culture and Heritage Protection;
 - (i) economic Development;
 - (j) environmental Protection and Climate Action;
 - (k) emergency response;
 - (l) grants and donations

COMMUNICATION

- 7. The parties acknowledge that the success of a government-to-government relationship will hinge on open and transparent communications based on trust, respect and mutual understanding.
- 8. The parties agree that discussions and information shared between the parties will be confidential and any information will not be released to third parties including the media without agreement between the parties.

PLANNING AND DEVELOPMENT

- 9. In relation to the land use matters expressly addressed in this Protocol, the following principles apply:
 - (a) land use decisions in respect of Reserve Lands will be made in accordance with all applicable First Nations' laws, bylaws and land use plans including the Land Code;
 - (b) land use decisions with respect to fee simple land located within the municipal boundaries of the Municipality and servicing decisions with respect to Reserve

Lands will be made in accordance with the Municipality's Official Community Plan and in conformity with the *Community Charter, Local Government Act*, and the Municipality's bylaws;

- (c) during the development of an Official Community Plan, or the repeal or amendment of an Official Community Plan, the Municipality will provide one or more opportunities the Municipal Council considers appropriate for consultation with First Nations it considers will be affected and will consider whether the consultation should be early and ongoing.
- (d) The First Nations' Councils have unfettered discretion in respect of the land use decision-making process for lands within the Reserve Lands;
- (e) the Municipality's Council, approving officer and any other officers making land use decisions have unfettered discretion in respect of the land use decision-making process for fee simple lands within the municipal boundaries of the Municipality;
- (f) the First Nations and the Municipality will:
 - i. provide one another with opportunities for meaningful participation in planning processes relating to land use and infrastructure development involving Municipal capacity on the Reserve Lands, and on adjacent fee simple land within the Municipality;
 - ii. work collaboratively to share planning information respecting potential land development and service capacity requirement for Reserve Lands;
- (g) the Municipality will provide municipal services to Reserve Lands in a fair and equitable manner such that the Municipality will recover its costs for service provision and will not subsidize Reserve Lands. The Parties will work together to conclude mutually satisfactory servicing agreements, whose ultimate goal will be to provide the same level of municipal services to all residents of Municipality and the Reserve Lands.
- (h) the parties' Councils are committed to reconstruction and development of buildings, structures, and infrastructure in the Village based on best practices for zero emission and living community status, so long as any extra cost of proceeding with these standards and qualities will be addressed by grants, donations, and volunteer work; and
- (i) the implementation of paragraph (h) is subject to consultation with members of the parties' communities.

TERM OF PROTOCOL AGREEMENT

- 10. This protocol agreement shall take effect upon the adoption of authorizing resolutions by the Council of the Municipality and the Council of the First Nation.
- 11. This protocol agreement is subject to amendment from time to time by mutual agreement. Such amendment must be in writing and authorized by resolution of the Council of the Municipality and the Council of the First Nation.

12. This Protocol Agreement will remain in effect unless terminated by either of the parties by providing sixty days' notice in writing, to be delivered by hand or facsimile requiring acknowledgement on delivery.

EFFECT OF PROTOCOL

13. This Protocol Agreement does not in any way fetter, limit or restrict the legislative jurisdiction or discretion of the Council of the Municipality or the Council of the First Nation.
14. This Protocol Agreement is without prejudice to the position of either party on any constitutional, statutory or common law entitlement of the First Nation to be consulted, or to have its claim to any aboriginal title or right accommodated, by any person or governmental entity having a constitutional, statutory or common law obligation to engage in such consultation or accommodation.

NO AGENCY

15. Nothing in this Protocol is to be interpreted to create an agency, association, joint venture, trust, or partnership, or impose an agency, trust or partnership covenant, obligation, or liability, on or regarding any of the Parties, except as otherwise expressly provided. Each Party is individually responsible for its own commitments under this Protocol. Subject to this Protocol, no Party will have the authority to commit and will not purport to commit any other Party to the payment of any money to any person. Subject to this Protocol, no Party has authority to contractually bind the other Party to third parties in any way whatsoever.

NOTICES

16. Except in the case of any emergency, when notice may be given by telephone with later confirmation in writing, any notice which may be or is required to be given under this Protocol will be in writing and either delivered personally or sent by fax, addressed as follows:

(a) To First Nations:

Lytton First Nation
951 Main Street
Lytton, BC V0K 1Z0
Attention: Crystal Henry, Administrator

(b) To Municipality:

Village of Lytton
380 Main Street
PO Box 100

Lytton, BC V0K 1Z0

Attention: Symone Curry, Chief Administrative Officer

or to such other address or fax of which notice has been given as provided in this section. Any notice which is delivered by hand is to be considered to have been given on the first Business Day after it is dispatched for delivery. Any notice which is sent by fax is to be considered to have been given on the first Business Day after it is sent. If a party changes its address or fax number, or both, it shall promptly give notice of its new address or fax number, or both, to the other party as provided in this section.

ACCESS TO INFORMATION

17. The Parties acknowledge and agree that:

- (a) the Municipality is subject to the *Freedom of Information and Protection of Privacy Act* and that this Protocol and the information it contains, and any information supplied by a party to the Municipality in connection with this Protocol, are not implicitly confidential for the purposes of that enactment, but the First Nations may explicitly stipulate that any technical, scientific, commercial, financial or trade secret information of the First Nations supplied to the Municipality in connection with this Protocol is confidential for the purposes of that enactment; and
- (b) this Protocol, and the information it contains, may be the subject of an access to information request made to the Municipality under the *Freedom of Information and Protection of Privacy Act* and that, despite subsection (a), the Municipality may be obliged by that enactment or may in its sole discretion elect to disclose all or part of this Protocol and the information it contains and all or part of any information of the First Nations supplied to the Municipality in connection with this Protocol, whether or not the First Nations have expressly stipulated that the information in question is confidential for the purposes of that enactment.

The Parties acknowledge and agree that they must each take notice of the applicability of the *Freedom of Information and Protection of Privacy Act*, *Community Charter* and *Local Government Act* in determining what information should be disclosed by the Parties under this Protocol.

INTERPRETATION

18. In this Protocol report, unless otherwise specified, or the context otherwise requires:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Protocol;
- (c) reference to a particular numbered section or article, or to a particular lettered schedule, is a reference to the correspondingly numbered or lettered article, section or schedule of this Protocol;

- (d) if a word or expression is defined in this Protocol, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) reference to any enactment includes any regulations, orders or directives under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time during the Term, unless otherwise expressly provided;
- (g) all provisions are to be interpreted as always speaking;
- (h) reference to a "Party" is a reference to a party to this Protocol and to its respective successors, permitted assigns, trustees, administrators and receivers; and
- (i) reference to a "day", "month", "quarter", or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided.

[Signatures on following 2 pages]

IN WITNESS WHEREOF the Parties have hereunto affixed their signatures as of the day and year first written above.

LYTTON FIRST NATION

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

VILLAGE OF LYTTON

Mayor:

Chief Administrative Officer:



Village of Lytton

To: Mayor and Council	Date: July 28, 2021
From: Anne Yanciw, Community Recovery Manager	Meeting Type: Regular
Subject: Agreement between the Fraser Basin Council and the Village of Lytton	

Purpose:

To seek Council approval to enter into the attached draft agreement between the Fraser Basin Council and the Village of Lytton.

Background:

At the July 12, 2021 Council meeting, Council approved the following motion:

WHEREAS the Village of Lytton is a signatory to the British Columbia Climate Action Charter and is committed to British Columbia's and Canada's climate action targets; AND WHEREAS Council considers climate change to be a contributing factor in relation to the tragic fire that has destroyed most buildings and structures within the Village; AND WHEREAS Council is committed to the reconstruction of the buildings and structures and reinvigoration of the economic, social, cultural life of the Village; AND WHEREAS Council wants the new buildings and structures, and Village infrastructure and services, to serve to help protect against climate change and to effectuate climate resilience in a way that the reborn Village can serve (after the rebuild) as a model zero emissions/living community to show the world what every community should demonstrate by the year 2050;

NOW THEREFORE the Council of the Village of Lytton resolves as follows:

1. Council is committed to the reconstruction and development of buildings, structures, and municipal infrastructure in the Village based on best practices for zero emission and living community status, so long as any extra cost of proceeding with these standards and qualities will be addressed by way of combinations of initiatives among the federal and provincial governments, utilities, non-profit organizations, the Federation Canadian Municipalities, the volunteer work of consultants, and other things;
2. The implementation of standards, policies, and guidelines for zero emission and living community status will be subject to consultation with owners and occupiers of property in the Village and with the business community.

Discussion:

Mayor Polderman of the Village of Lytton and Chief Webster of Lytton First Nation met with Premier Horgan on Tuesday, July 20, 2021 to discuss support for the approach in the motion approved by Council. The Premier expressed the support of his government and reached out to the Fraser Basin Council to request their support in facilitating this process.

The attached draft agreement enables the Fraser Basin Council to facilitate and coordinate the rebuilding process in accordance with the motion passed by Council.

Resolution:

THAT Council approve the agreement between the Fraser Basin Council and the Village of Lytton as presented (or amended).

Respectfully submitted



Anne Yanciw
Community Recovery Manager

Approved for submission



Symone Curry
Chief Administrative Officer

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is dated for reference this _____ day of _____, 2021

BETWEEN:

VILLAGE OF LYTTON
PO Box 100, 380 Main St., Lytton, BC V0K 1Z0

(the "Village")

AND:

FRASER BASIN COUNCIL
470 Granville Street, 1st Floor
Vancouver, BC V6C 1V5

(the "Contractor")

GIVEN THAT

- A. The Village is a public body providing local government administration and services to residents of the Village of Lytton and is incorporated pursuant to the laws of the Province of British Columbia.
- B. The Village has entered into an agreement with the Lytton First Nation regarding the rebuilding of their communities.
- C. The Village's Council has passed a resolution to retain the Contractor to help the Village, and its partner the Lytton First Nation, to carry out post-fire reconstruction activities, and the Contractor has agreed to provide such services to the Village.
- D. The Contractor is the only non-government organization that can provide the services to both the Village and the Lytton First Nation;
- E. The Village and the Contractor wish to enter into a formal written agreement to set out the terms and conditions of the provision of services to the Village ("Agreement").

WITNESSETH THAT the Village and the Contractor each agree with each other as follows:

1. CONTRACT

- 1.1. Subject to the sections below, the Contractor will commence providing the services set out below commencing on July 30, 2021 (the "Start Date") and ending on July 30, 2023 ("End Date") or the date the services are completed, whichever occurs first (together the "Term").

2. SERVICES

- 2.1. The Contractor shall carry out the services as set out in Schedule A attached, which forms part of this Agreement, as well as other duties and responsibilities that Council may from time to time direct and require ("Services").
- 2.2. The Contractor shall report to the Village's Chief Administrative Officer ("CAO") on all matters, be responsible to them, and will take instructions and directions from, and answer to the CAO.
- 2.3. It is expressly agreed and understood that the Village may alter the Contractor's Services from time to time as well as the location at which they are to provide the Services and such addition, reduction, alteration, or geographical change shall not constitute a breach of this Agreement.
- 2.4. Nothing contained in this Agreement shall be construed as delegating authority to the Contractor to pass Bylaws, enact Resolutions, or hold themselves out as an employee of the Village. The relationship of this agreement is purely contractual.
- 2.5. The Contractor may be invited to attend regular, in camera, and other meetings of Council, as required, for providing advice and assistance on various aspects of municipal operations, and to assist as may be requested.
- 2.6. The Contractor will consult with the CAO on a regular basis to report progress with the objectives and directives of the Village and the Services they are providing.
- 2.7. The Contractor agrees to conduct themselves as appropriate in all situations and generally not to do anything that would adversely affect the interests of the Village.
- 2.8. The Contractor agrees to be subject to and comply with the Village's policies, rules and bylaws, as amended from time to time. The Contractor is responsible to inform themselves of the details of these policies and amendments thereto. If there is conflict between this Agreement and any such policy, this Agreement shall prevail to the extent of the inconsistency.

3. INDEPENDENT CONTRACTOR

- 3.1. The status of the Contractor in providing the Services under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be construed or interpreted so as to constitute an employment relationship, a partnership, a joint venture, or otherwise.
- 3.2. The Contractor shall be entitled to pursue work with others during the term of this Agreement providing the work does not interfere with the provision of Services under this Agreement and does not constitute a conflict of interest.
- 3.3. The Contractor represents and warrants that they possess the necessary qualifications, skills and experience to perform the duties and responsibilities, and acknowledges and agrees that based on such representations and warranties, the Village has entered into this Agreement.
- 3.4. The Contractor acknowledges and agrees that their appointment under this Agreement expires on the End Date and that upon expiry, no further obligations will be owed by the Village to the Contractor, including but not limited to, notice, pay in lieu of notice or any purported right arising under the *Community Charter*.
- 3.5. The Contractor is fully responsible for the planning, organization and delivery of all aspects of the Services subject only to any reasonable instructions given to it by the Village from time to time.
- 3.6. The Contractor expressly agrees and understands that the Village may alter the Contractor's scope of Services from time to time as well as the location at which they are to provide the Services and such a change shall not constitute a breach of this Agreement.

4. REMUNERATION AND EXPENSES

- 4.1. The Contractor shall be paid by the Village in accordance with Schedule B for all hours worked for the Village, which remuneration shall be approved by the CAO or their designate prior to payment.
- 4.2. Upon receipt of an invoice from the Contractor, the Village will pay the Contractor the amounts in the manner and at the times set out in the Contractor invoice for the Service which, in the opinion of the Village, have been satisfactorily completed. complimentary to pay roll and accounts payable. All invoices submitted by the Contractor to the Village must itemized, must indicate the amount of GST payable and with regard to reimbursement of permitted expenses must be accompanied and supported by statements and original receipts when applicable and in accordance with this Agreement. All payments to the Contractor will be inclusive of GST.

5. BENEFITS

- 5.1. The Contractor acknowledges that their employees or sub-contractors will not be entitled to participate in any benefit plans, pension plan, including holiday, vacation, sick pay, overtime, or any other benefit of the Village.

6. CONSULTANT'S DUTIES

In addition to the duties described at Schedule A, the Contractor agrees that throughout the term of this Agreement, it shall:

- 6.1. comply with all applicable municipal, provincial and federal legislation and regulations;
- 6.2. devote such time, effort, skill, attention and energies to the performance of such duties as may be required by the Village, maintain a high level of customer service and use due care to ensure that no person is injured or no property is damaged and no human rights are infringed during the performance of the Services;
- 6.3. not assign the Services covered under this Agreement, nor subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the Village;
- 6.4. acquire and maintain any necessary accreditation in respect of the Services where a mandatory or industry standard exist;
- 6.5. wear identification that displays the Contractor's name along with their individual name while performing the Services when dealing with the public; and
- 6.6. give the Village reasonable notice of anything the Contractor considers likely to materially affect the provision of the Services as soon as possible.

7. INDEMNIFICATION

- 7.1. The Consultant will indemnify, release and save harmless the Village and its elected and appointed officials, officers, employees, agents, contractors, successors and assigns from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses, including the full amount of all legal fees and expenses that may be brought against, or suffered or incurred by, the Village or any of its elected and appointed officials, officers, employees, agents, contractors, successors and assigns, in any way directly or indirectly arising from or in connection with the activities, actions or omissions of the Consultant or any of its employees, subcontractors, agents, licenses, servants, invitees or anyone for whom the Consultant is in law responsible, in relation to the Services or in connection with this Agreement. The indemnities set out in this paragraph

do not include indemnifications for negligence or wilful or malicious misconduct on the part of the Village or a person for whom the Village is responsible at law. This section will survive termination of this Agreement.

8. INSURANCE

- 8.1. During the Term of this Agreement, the Consultant will maintain at all times the following insurance coverage at its own expense and in form and substance acceptable to the Village:
 - 8.1.1. professional liability in an amount not less than \$ 5,000,000 per claim with an annual aggregate limit of \$ 5,000,000; and
 - 8.1.2. comprehensive general liability in an amount not less than \$ 2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under contract.
- 8.2. The Consultant will make reasonable efforts to ensure that all policies of insurance required to be maintained under this Agreement are endorsed to provide the Village with 30 days' advance written notice of cancellation.
- 8.3. The Consultant will provide the Village with evidence of all required insurance in the form of certificates of insurance acceptable to the Village on demand.
- 8.4. The Village will be an additional insured on any insurance policies obtained or maintained under section 8.1.2.
- 8.5. The Consultant will apply to WorkSafeBC for coverage for the Consultant and any workers or other persons engaged by the Consultant to perform the Services during the Term of this Agreement.
- 8.6. The Consultant may, at its own expense, provide additional insurance for its members to augment WorkSafe BC coverage.
- 8.7. The Consultant will comply with all conditions of the *Workers Compensation Act* and regulations, and will be responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services, and will indemnify and save harmless the Village, its employees and agents, from and against any such fines, levies, penalties and assessments.
- 8.8. If applicable, the Consultant will develop, implement and maintain a safe work program that is subject to review and approval by the Village for the duration of this Agreement.

9. TERMINATION OF SERVICES

- 9.1. This Agreement shall immediately and automatically terminate without notice or other act on the End Date.
- 9.2. Notwithstanding the above, the Village may terminate this Agreement without cause and for any reason by giving the Contractor two (2) months' advanced written notice. The Village shall only be obligated to pay to the Consultant the remuneration earned by them up to the date of termination.
- 9.3. The Contractor may terminate this Agreement without cause or for any reason by giving the Village two (2) months' advance written notice.
- 9.4. The Term of this Agreement may be renewed, extended, or shortened by the written agreement of the parties. Either party may notify the other in writing no later than one (1) week prior to the End Date of either a desire to renew, extend or shorten the Agreement.
- 9.5. Should either party give notice to renew the Agreement, the parties shall meet without delay and prior to the expiry of the Term, negotiate in good faith the terms and conditions of the renewal of the Agreement or of a new agreement.
- 9.6. The Contractor agrees that should the parties not be able to come to agreement on the renewal or extension of the Agreement prior to the End Date, the Contractor will cease providing the Services on the End Date and until the parties enter into a new or renewed agreement.
- 9.7. Any notice which may be or is required to be given under this Agreement is valid if it is given in writing and delivered by hand or by sending it to the Contractor's personal email address (INSERT CONTRACTOR EMAIL) with a copy to the address shown on the first page of this Agreement by regular mail or such other means of which the Contractor or Village gives notice to the other in writing. If the Contractor changes their address or email address for notices under this section, they must promptly give notice of the new address to the Village as provided in this section.
- 9.8. The parties agrees the Indemnity provisions contained in this Agreement shall survive the expiry or termination of this Agreement.

10. CONFIDENTIALITY

- 10.1. The Contractor acknowledges that in performing the Services for the Village, they may have access to and may be entrusted with privileged and confidential information of the Village, as well as the personal information of individuals connected to the Village. ("Confidential Information") The Contractor

acknowledges that the disclosure or other use of such Confidential Information to the public will be highly detrimental to the interests of the Village. The Contractor shall not disclose or otherwise use any Confidential Information which in good faith and good conscience ought to be treated as confidential, of which they have become aware in the course of their relationship with the Village, its employees, its residents or its contractors at any time during the Term of this Agreement or at any time thereafter. The Contractor acknowledges and agrees that in the event of a breach of this section, the Village shall be entitled to obtain from any Court of competent jurisdiction, interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach, which rights and remedies shall be cumulative, and in addition to any other rights or remedies to which the Village may be entitled. The Contractor also agrees to return all documents, materials, and any other property of the Village to the Village immediately or as soon thereafter as possible upon the termination of this Agreement or the provision of services to the Village.

11. GENERAL PROVISIONS

- 11.1. The Contractor shall at no time conduct themselves either professionally or personally in such a manner as to bring the Village, its representatives or officers, into public disrepute or ridicule, and the parties agree that breach of this section constitutes cause for immediate termination of Services subject to the terms of this Agreement.
- 11.2. This Agreement shall operate to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
- 11.3. In the event that any covenant or provision of this Agreement is determined to be void, invalid or unenforceable in whole or in part by a Court of competent jurisdiction, such covenant or provision shall be deemed not to affect or impair the validity of the remaining provisions, all of which shall be and remain in full force and effect.
- 11.4. The waiver or breach of this Agreement by either party shall not be deemed to be a waiver of any subsequent breach.
- 11.5. This Agreement constitutes the whole of the Agreement between the parties hereto and shall supersede all other agreements between the parties. The parties agree that there are no collateral contracts or agreements between them, that neither party has made any representations to the other except such representations as are specifically set out in this Agreement and that any statement or representation that may previously have been made by either of them to the other have not been relied on in connection with the execution of this Agreement and are of no effect.

- 11.6. This Agreement shall be governed by the laws of the Province of British Columbia and any adjudication of this Agreement or any issues arising therefrom shall be adjudicated by the Courts of the Province of British Columbia.
- 11.7. This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 11.8. The headings of this Agreement are for convenience only and shall not be used for its interpretation.
- 11.9. Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Village or the Village Council. Further, nothing contained or implied in this Agreement shall derogate from the obligations of the Contractor under any other agreement with the Village, or if the Village so elects, prejudice or affect the Village's rights, powers, duties, or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced, or act to fetter or otherwise affect the Village's discretion, and the rights, powers, duties and obligations of the Village under all public and private statutes, by-laws, orders and regulations.

IN WITNESS WHEREOF the parties have executed this Agreement the _____ day of 2021.

Mayor, Village of Lytton

Symone Curry, CAO, Village of Lytton

Signed, Sealed and Delivered in the presence of Fraser Basin Council:

Witness Name

Print Witness Name

Address

Fraser Basin Council
Authorized Signatory

SCHEDULE A
SCOPE OF WORK
For the Village of Lytton and Lytton First Nation Community Recovery Plan

It is proposed that the extent and nature of the work to be done over the next 12 - 18 months includes the following guiding principles, approach, and tasks to develop and begin implementation of the Community Recovery Plan.

GUIDING PRINCIPLES

1. The Village of Lytton and Lytton First Nation have entered a comprehensive partnership agreement to work together and share resources regarding the rebuilding of their communities.
2. During the first few weeks much of the work will include a lot of listening, supporting, gathering information and putting in place a structure to oversee and carry out various immediate and longer-term tasks in an efficient and timely manner.
3. Given that the residents and owners within the Village of Lytton and the Lytton First Nation will have experienced a variety of losses and will be in at least one of the following groups:
 - those residents that have lost everything (those that are choosing to return and those that have chosen not to return to Lytton), have suffered significantly both physically and emotionally, and those looking for immediate assistance with the acquisition of basic goods and services,
 - those that have returned to their homes that are still relatively intact and are expecting a return to normal community and business services,
 - those that are interested in taking immediate steps to build their community back better as soon as possible, some with insurance coverage and some without insurance,

these residents and owners will likely have a strong desire to be engaged in the recovery process, be informed of its progress on a regular basis and be represented in some fashion on the recovery governance structure. Engaging residents in a practical, transparent and effective learning process is critical to obtain buy in throughout the entire recovery process.

4. The work will focus on providing support to the governments and community residents to enable them to rebuild Lytton according to their own vision and principles as a climate resilient community that is energy efficient, is net-zero for carbon emissions, relatively fire proof, and reasonable accessible.

5. It is also understood that Lytton takes into account not just the Village of Lytton, but the surrounding First Nations communities and relevant interests who rely on the Village for supplies and services (e.g. tourism, ranching, etc.) and that the governments engaged, at a minimum, are the Village of Lytton, Lytton First Nation, the provincial government, and the Thompson-Nicola Regional Village, Skuppah, Siska, Kanaka Bar, and others.
6. A significant factor in successful long-term recovery is local leadership. A clear vision, a well-defined plan, broad and diverse funding to finance the recovery, a supportive and involved business community, and effective partnerships at the First Nations, federal, provincial, and local levels all contribute to successful long-term recovery.
7. It is important to enable an approach/create space for reconciliation, culturally appropriate approaches for community visioning and needs, utilizing traditional knowledge where appropriate and to learn from others on best practices for community recovery or the establishment of a new community (e.g., First Nations, Fort McMurray, Cobargo, NSW, Australia, Tumbler Ridge, High River etc.). It will also be important to engage at some point with other key institutions, organizations, and industries, including but not limited to School Village 74, Interior Health, CN Rail and CP Rail.

APPROACH

It is proposed that the following approach be taken for the community recovery process.

PHASE I - CRISIS AND IMMEDIATE SUPPORT PHASE

1. Track Residents

- Create confidential database of names and contact information

2. Digital Infrastructure

- Expand and protect Village and First Nation digital resources (web sites, document storage, record recovery, communications, banking, etc.)

3. Immediate Assistance

- What is happening with all the residents currently (i.e., Physiological needs - food, clothing, housing, warmth.)
- Need to also understand what is happening to those things that are precious (important) to the residents e.g., animals, belongings, gardens, etc.
- Need to understand who is providing support and what are they experiencing - need for on the ground information.
- Need to provide a mechanism for community residents to share their respective experiences to begin to build a cohesive community.

Implications for Planning – this could influence how planning can be done; who is to be involved; level of participation etc.

4. Safety Needs - becoming safe and secure

- How much trauma are residents having (especially if you add the residential school findings at the same time?)

- Who are the trauma personnel involved at this time? What are they experiencing?

Implications for Planning - this is similar with Item 2 above as it will affect what and how planning could occur. It is important to be very sensitive when planning occurs, whose involved and how it is done?

5. Belonging - relationships and friends

- In Lytton, everyone will know most likely who has been impacted and how vulnerable their family and friends are.
- This is critical in knowing who needs to be connected and how one communicates with them.

Implications for Planning - this reinforces how the community engagement could occur - the importance of ceremony/traditions/elders etc. It involves having leaders who are trusted and respected in their words and actions.

PHASE II - LEARNING PHASE - SHORT TERM INITIATIVES AND SUPPORT

- What do I as a resident/neighbour need to learn?
- How do I do it?
- Who and where are my resources?
- What are the short-term initiatives required after the crisis begins to settle?
- Implications for Planning - What is the recovery team's learning model at all phases?
- What do those recovery team members need to learn if they have no direct experience in this area?
- How does the recovery team find out what are the learning styles of the residents?
- What about various communication tools?

PHASE III - DESIGN AND COMMUNITY PLANNING

- It is important to not jump into a long-term planning phase too fast.
- Becoming fully aware of what is happening above is important for longer term planning to be effective. Also, immediate needs such as sewer and water services, efficient building permitting, social services, etc. must be addressed early in the recovery work.
 - Normal planning practices may not be sufficient and thus, innovation and creative thinking will be important throughout the recovery process.

TASKS

July 2021 – August 2021

1. Clarify the geographic area to be part of the Community Recovery Plan.
2. Liaise with coordinators of site cleanup, recycling, and surveying process

3. Clarify the governments and respective Ministries involved and how they wish to be engaged including identifying leads and financial support.
4. Establish a rebuilding task force that has authority, adequate resources, can take actions, receive, and communicate results now and in the future, and achieve tangible results. As part of the structure, put in place, if appropriate, the following advisory entities:
 - A technical team - very competent people experienced in the Lytton area - for example: First Nations knowledge/culture; emergency personnel, such as fire department; wildfire personnel; police; search and rescue; medical/ambulance; communications specialists; geo tech and water/sewer experts; climate scientists, etc.
 - Inter governmental team - competent personnel representing the First Nations/territory; three orders of government and relevant ministries and agencies; School District 74; Interior Health Authority; etc.
 - Local Steering advisory group representing local residents as well as knowledgeable community First Nations and non-First Nation leaders.
5. Establish a Community Recovery Plan Team with terms of reference.
6. Hire or confirm a Community Recovery Plan Team Coordinator.
7. Identify the immediate needs of the community and develop an action plan to meet these needs.
8. Liaise with the Recovery Operations Centre and learn of its progress and plans.
9. Conduct research on other communities (within BC, other parts of Canada and global) having been decimated from wildfires and other crises or emergencies.
10. Conduct open zoom sessions to enable community residents to share their experiences from the fire.
11. Facilitate a community vision and engagement process that engages local people, utilizing various approaches including but not limited to design charettes and graphic facilitation to reach agreement on broad principles and a vision of rebuilding the community.
12. Conduct a climate vulnerability assessment and develop future climate scenarios that may affect the Lytton area.
13. Research and commence adoption of a Net Zero action plan, including a district energy system and building standards, subject to ongoing consultation with affected owners.

September 2021 – December 2021

1. Complete the community visioning process and develop a Community Recovery Plan.
2. Begin implementation of the Community Recovery Plan.
3. Develop a 2022 Work Plan for ongoing implementation of the Community Recovery Plan.

Year 2022

To continue with implementation of the Community Recovery Plan. Details to be delineated in a 2022 Work Plan.

REQUIRED RESOURCES

- Recovery Coordinator
- Facilitator for building reconstruction (for insured and uninsured owners and occupiers)
- Climate adaptation - provide and/or access expert advice on climate adaptation, including but not limited to resilience to future anticipated climate and natural disasters such as wildfire and flood
- Expert advice around climate mitigation, including energy efficiency and best available technology and approaches for water, sewer, and solid waste management
- Community planning and resiliency
- Researcher
- Facilitation
- Emergency response
- GIS/mapping
- Communications
- Graphic facilitation and design charettes
- Financial management
- Grant writing and application
- Administrative support – scheduling of meetings, records management, etc.
- Appropriate and accessible venues for meetings and gatherings
- Records management

SCHEDULE B**PAYMENT FOR SERVICES**

The Village will pay the Contractor the Contractor's standard rates, within 30 days of receipt of invoices from the Contractor, to the extent that these amounts are covered by grants or other financial assistance from the Province, Canada, and other governments or entities. Prior to executing this Agreement, the parties have carried out due diligence to provide for this financial assistance.



Village of Lytton

To: Mayor and Council	Date: July 28, 2021
From: Anne Yanciw, Community Recovery Manager	Meeting Type: Regular
Subject: Building Permit Application Suspension	

Purpose:

To seek Council approval to freeze building permit applications until a new Building Bylaw has been established.

Background:

At the July 12, 2021 Council meeting, Council approved the following motion:

WHEREAS the Village of Lytton is a signatory to the British Columbia Climate Action Charter and is committed to British Columbia's and Canada's climate action targets;
AND WHEREAS Council considers climate change to be a contributing factor in relation to the tragic fire that has destroyed most buildings and structures within the Village;
AND WHEREAS Council is committed to the reconstruction of the buildings and structures and reinvigoration of the economic, social, cultural life of the Village; AND
WHEREAS Council wants the new buildings and structures, and Village infrastructure and services, to serve to help protect against climate change and to effectuate climate resilience in a way that the reborn Village can serve (after the rebuild) as a model zero emissions/living community to show the world what every community should demonstrate by the year 2050;

NOW THEREFORE the Council of the Village of Lytton resolves as follows:

1. Council is committed to the reconstruction and development of buildings, structures, and municipal infrastructure in the Village based on best practices for zero emission and living community status, so long as any extra cost of proceeding with these standards and qualities will be addressed by way of combinations of initiatives among the federal and provincial governments, utilities, non-profit organizations, the Federation Canadian Municipalities, the volunteer work of consultants, and other things;
2. The implementation of standards, policies, and guidelines for zero emission and living community status will be subject to consultation with owners and occupiers of property in the Village and with the business community.

Discussion:

Mayor Polderman of the Village of Lytton and Chief Webster of Lytton First Nation met with Premier Horgan on Tuesday, July 20, 2021 to discuss support for the approach in the motion approved by Council. The Premier expressed the support of his government and reached out to the Fraser Basin Council to request their support in facilitating this process.

A new Building Bylaw for the Village is required to bring about the net zero community that the Council envisions. This bylaw requires four readings, so it may be autumn before fourth and final reading is complete.

As recommended in the attached memo, Council must pass the resolution below to enable freezing building permit applications until a new Building Bylaw is in place.

Resource Impacts:

A freeze of building permits has no resource impact.

Policy Alignment:

This process is enabled in the Local Government Act Section 463.

Resolution:

THAT Council approves the Chief Administrative Officer to prepare for Council's consideration under section 463(2) of the Local Government Act:

1. a zoning bylaw that if enacted will have the following legal effect:

(a) establish setbacks and side yards, and other siting requirements, that Council considers reasonable in the context of potential future fire events, based on advice from the Province;

(b) designate development permit areas and specify guidelines for the content of development permits for protection of the natural environment, protection of development from hazardous conditions, establishment of objectives for form and character of development, energy conservation, water conservation, downtown revitalization, and greenhouse gas reduction, under section 488 of the Act;

(c) require under section 482 of the Act the provision of the following community amenities:

(i) a residential, commercial, institutional building may not be used for its purpose unless it satisfies Step 5 of the British Columbia Step Code;

(ii) a building located in the area defined as the Exclusion Zone on TNRD mapping may not be used for its purpose unless connected to the Village District Energy System;

(iii) every building in the Exclusion Zone must constitute part of the Village's designation in respect of the Living Community Challenge; (iv) a commercial or

institutional building, or multi-family residential building, may not be used for its purpose unless it provides for accessibility for disabled persons in accordance with the Rick Hansen Accessibility certification program;

2. a report to Council addressing the following:

- (a) information and studies concerning the subject lands and existing and proposed zoning;
- (b) identification of the interests of the community as a whole, in the context of the good planning principles evidenced by any plans, studies and reports the Village has prepared and commissioned in respect of the parcels affected and this area;
- (c) ensuring that there are practical and economic uses permitted on the subject land;
- (d) discussion of a process to inform owners and occupiers of affected parcels of land regarding the proposed changes to the zoning bylaw and give the affected owners an opportunity to make representations to Council in addition to the opportunity of attending a statutory public hearing;
- (e) discussion of a process to treat the owners with scrupulous fairness in procedure.

Respectfully submitted



Anne Yanciw
Community Recovery Manager

Approved by



Symone Curry
Chief Administrative Officer

LIDSTONE & COMPANY
BARRISTERS AND SOLICITORS

MEMORANDUM

TO: Symone Curry, CAO
FROM: Don Lidstone, Q.C.
DATE: July 26, 2021
RE: Withholding Building Permits Pending New Bylaws
FILE: 10199 - 105

Section 463 of the *Local Government Act* is a useful tool to enable Council to withhold building permits until the Net Zero rules are in place. That section deals with situations where a landowner is planning a project under an existing land use bylaw (usually zoning), but the municipal council is considering a change to the bylaw. In such a situation, there is a tension between two conventional principles of land use planning:

- (a) A building permit is authorization to proceed with construction, and once a building is under construction, that is not undermined by a subsequent change in zoning.
- (b) But a building permit cannot issue if it conflicts with zoning that is in force, so if the zoning changes before a building permit is issued, the landowner's plans are effectively frustrated.

S. 463 regulates this kind of case. It establishes a procedure by which a municipal council can defer the issuance of a building permit, while the re-zoning process proceeds (and the building bylaw/Step 5 rules are in place with the rezoning). Specifically, s. 463 provides as follows, and it is subsection (2) that allows Council to pass a resolution to freeze permits until the bylaws are adopted:

SUITE 1300 - SUN TOWER - 128 PENDER STREET WEST - VANCOUVER BC - V6B 1R8
TELEPHONE 604.899.2269 - FACSIMILE 604.899.2281 - TOLL FREE 1.877.339.2199

“463 (1) A local government may direct that a building permit be withheld for a period of 30 days, beginning on the day the application for the permit was made, if it passes a resolution identifying what it considers to be a conflict between a development proposed in the application for a building permit and

(a) an official community plan that is under preparation, or

(b) a bylaw, under any of the following, that is under preparation:

(i) Division 5 [*Zoning Bylaws*];

(ii) Division 12 [*Phased Development Agreements*];

(iii) section 523 [*runoff control requirements*];

(iv) section 524 [*requirements in relation to flood plain areas*];

(v) section 525 [*off-street parking and loading space requirements*].

(2) Subsection (1) does not apply unless a local government has, by resolution at least 7 days before the application for a building permit, begun the preparation of a plan or bylaw that is in conflict with the application.

(3) During the 30 day period referred to in subsection (1), the local government must consider the application for the permit and may

(a) direct the permit be withheld for a further 60 days, or

(b) grant the permit, but impose conditions in it that would be in the public interest, having regard to the plan or bylaw that is under preparation.

(4) If the local government does not adopt a plan or bylaw referred to in subsection (1) within the 60 day period, the owners of the land for which a building permit was withheld under this section are entitled to compensation for damages arising from the withholding of the building permit.”

The suggested wording for the resolution is as follows:

RESOLVED THAT:

Council directs the Chief Administrative Officer to prepare for Council's consideration under section 463(2) of the *Local Government Act*:

1. a zoning bylaw that if enacted will have the following legal effect:
 - (a) establish setbacks and side yards, and other siting requirements, that Council considers reasonable in the context of potential future fire events, based on advice from the Province;
 - (b) designate development permit areas and specify guidelines for the content of development permits for protection of the natural environment, protection of development from hazardous conditions, establishment of objectives for form and character of development, energy conservation, water conservation, downtown revitalization, and greenhouse gas reduction, under section 488 of the Act;
 - (c) require under section 482 of the Act the provision of the following community amenities:
 - (i) a residential, commercial, institutional building may not be used for its purpose unless it satisfies Step 5 of the British Columbia Step Code;
 - (ii) a building located in the area defined as the Exclusion Zone on TNRD mapping may not be used for its purpose unless connected to the Village District Energy System;
 - (iii) every building in the Exclusion Zone must constitute part of the Village's designation in respect of the Living Community Challenge;
 - (iv) a commercial or institutional building, or multi-family residential building, may not be used for its purpose unless it provides for accessibility for disabled persons in accordance with the Rick Hansen Accessibility certification program;

2. a report to Council addressing the following:

- (a) information and studies concerning the subject lands and existing and proposed zoning;
- (b) identification of the interests of the community as a whole, in the context of the good planning principles evidenced by any plans, studies and reports the Village has prepared and commissioned in respect of the parcels affected and this area;
- (c) ensuring that there are practical and economic uses permitted on the subject land;
- (d) discussion of a process to inform owners and occupiers of affected parcels of land regarding the proposed changes to the zoning bylaw and give the affected owners an opportunity to make representations to Council in addition to the opportunity of attending a statutory public hearing;
- (e) discussion of a process to treat the owners with scrupulous fairness in procedure.



Village of Lytton

To: Mayor and Council	Date: July 28, 2021
From: Anne Yanciw, Community Recovery Manager	Meeting Type: Regular
Subject: Village Logo	

Purpose:

To seek Council direction on Village branding.

Background:

The Village currently has a logo that was approved by Council identifying Lytton as "Canada's Hot Spot". Logos differing from the official one have been recently used on various documents by others on behalf of the Village, and even by the Village.

Discussion:

Direction from Council is being sought on the brand for the Village to be used on official documents and letterhead during this post-fire time.

There are more important priorities than going through a rebranding exercise, so three options are presented for Council consideration. The first is a former logo, the second the current logo and the third is a toned down version of the current logo, which can also be done in other colours or black and white.

**Resolution:**

Direction from Council is being sought on branding for the Village.

Respectfully submitted

A handwritten signature in blue ink, appearing to read "Anne Yanciw".

Anne Yanciw
Community Recovery Manager

Approved for submission

A handwritten signature in black ink, appearing to read "Symone Curry".

Symone Curry
Chief Administrative Officer