

From: Juli Halliwell [<mailto:Juli.Halliwell@anmore.com>]
Sent: Thursday, March 14, 2019 10:02 AM
To: Brandie Roberts <broberts@greenwoodenvironmental.ca>
Cc: MAH LG Governance MAH:EX <LGgovernance@gov.bc.ca>; 'ENV.minister@gov.bc.ca' <ENV.minister@gov.bc.ca>; Rick.Glumac.MLA@leg.bc.ca; David.Morel@gov.bc.ca; Dan.Bings@gov.bc.ca; Jason Smith <Jason.Smith@anmore.com>; Kim Trowbridge <Kim.Trowbridge@anmore.com>; Paul Weverink <Paul.Weverink@anmore.com>; Polly Krier <Polly.Krier@anmore.com>; Tim Laidler <Tim.Laidler@anmore.com>; Fawn Ross (rossf@ae.ca) <rossf@ae.ca>; Chris Murdy <murdy@lidstone.ca>; greg@dureault.com; Cecchini, Ivano <ICecchini@sd43.bc.ca>; Nicolls, Chris <CNicolls@sd43.bc.ca>; MAH LG Governance MAH:EX <LGgovernance@gov.bc.ca>
Subject: Update on Memorandum of Understanding
Importance: High

Good morning, Ms. Roberts.

It has been a week since I sent you the last email detailing the final estimated Village related and known costs for connection to Metro Vancouver sewerage system.

Since December 2018, it has been impressed upon you that there is urgency to have the memorandum of understanding (MOU) agreed to so that we can develop the Local Area Service Bylaw from that MOU. As you know, the Ministry of Municipal Affairs and Housing (MAH) requires the Local Area Service Bylaw to be adopted by Anmore Council prior to considering our application for membership in the GVS&DD. The deadline from the Ministry of MAH is April 15, 2019. Following their review of our application, it is forwarded to Cabinet for issuance of an Order in Council (OIC). The mid-April date is provided to allow for Cabinet to consider the membership request prior to the summer break of the Legislature.

The Village has been diligently working to ensure all other required approvals are in place prior to mid-April in an effort to resolve this matter as quickly as possible and ensure construction could occur during the summer, before the fall rains begin again. To date we have:

- Given 1st and 2nd reading of Anmore's Official Community Plan bylaw amendment to allow for sewer connection. The public hearing is scheduled for March 19th and adoption will be considered at our April 9th Regular Council meeting;
- Worked with Metro Vancouver to apply for an amendment to the Regional Growth Strategy, which has been approved by the Regional Planning Committee and is being considered by the Liquid Waste Committee this week. The final stage will be Board approval at the end of March;
- Confirmed with Metro Vancouver that Development Cost Charges will not apply in this circumstance, saving the 51 new units connected over \$275,000;
- Recommended that the sewer connection be to the Port Moody sewer pipe on School District No. 43 lands. This will also save AGE on up front construction costs, as it is the shortest available connection distance;
- Received support from City of Port Moody Council for the connection to their infrastructure and developed a framework for an agreement to address sewage flows with City staff which includes flat fee rates for the 51 new connections, which provides some cost certainty to AGE residents; and

- Provided you with a capped amount that the Village will request for recovery of costs associated with the sewer connection for staff and consultant time (again, providing cost certainty).

At our meeting on February 12, 2019, we asked again that you provide comments on the most recent draft of the MOU we proposed on December 19, 2018. We have not received any comments, requested changes or acceptance of the MOU to date.

Given the lack of response to our requests, I believe there is little ability for us to have all of the required documentation submitted to the Ministry of MAH by April 15, 2019. This will undoubtedly result in membership in the GVS&DD being delayed until fall 2019.

The Village will continue to move forward towards membership to the extent that we are able; however, we are unable to apply without an adopted Local Area Service Bylaw, which must be agreed to by the majority of owners on title of the properties receiving the service.

If we do not have an agreed to MOU (signed by AGE) by March 22, 2019 and received an agreed to petition for a Local Area Service bylaw by April 2, 2019, we will not meet the Ministry of MAH's deadline.

Please provide a response to my email as soon as possible.

Regards,
Juli

Juli Halliwell
Chief Administrative Officer



T: 604 469 9877 | F: 604 469 0537 | anmore.com
2697 Sunnyside Road, Anmore, BC, V3H 5G9

Correspondence with any government body, including Village of Anmore Council, staff and consultants, is subject to disclosure under the *Freedom of Information and Protection of Privacy Act*.

From: Brandie Roberts <broberts@greenwoodenvironmental.ca>
Sent: Tuesday, March 26, 2019 12:25 PM
To: Juli Halliwell
Cc: MAH LG Governance MAH:EX; 'ENV.minister@gov.bc.ca'; Rick.Glumac.MLA@leg.bc.ca; David.Morel@gov.bc.ca; Dan.Bings@gov.bc.ca; Jason Smith; Kim Trowbridge; Paul Weverink; Polly Krier; Tim Laidler; Fawn Ross; Chris Murdy; greg@dureault.com; Cecchini, Ivano; Nicolls, Chris; MAH LG Governance MAH:EX; vhglez@gmail.com
Subject: RE: Update on Memorandum of Understanding
Attachments: RE: Sewer Connection Costs; Sewer Connection Costs; Update on Memorandum of Understanding

Hello Juli,

The Village has had the engineering reports that dispelled any options for onsite treatment for ten months and a Ministerial order requiring Village action to resolve this issue since August of last year. In that time the Village has only once directly offered the strata a meeting (that occurred on Feb 12, 2019) and sent three follow-up emails (February 28, March 7, and March 14, 2019 all attached here). Now, nearly seven months after receiving your Ministerial Order, you are saying the Village will not meet your April provincial deadline, and more disturbingly, are implying that the reason for this is somehow the fault or responsibility of the AGE Strata.

Local Service Area

We understand that under the Local Government Act a service area requires the support of the majority of owners on title of the properties receiving the service. We met with you on February 12th because we recognized it would be in everyone's best interest if we as a strata council were able to assist you in engaging with our community members; however, gaining the majority support for the Special Service Area that the Village has decided to create is your responsibility not the Strata's. Engagement with the Strata does not negate your responsibilities under the Local Government Act; for you to imply otherwise is misleading and simply incorrect.

Memorandum of Understanding

You continue to imply that an agreed upon MOU is required for the Village to proceed with the connection or local service area, or that an MOU would in some way bypass the legal requirements under the Local Government Act, we do not see how that is possible.

We have been very clear with you on many occasions that we cannot not present a MOU to our community that does not define the total estimated costs, process, or timelines. There is simply no way individual families can decide to vote for or against a MOU without understanding whether or not they can meet the financial and legal expectations of such an agreement. This is not an unreasonable request.

During our Feb. 12 meeting we expressed that if we were able to assist you we would need that information clearly defined in writing, and that under the Strata Act would need to provide our strata members a 21 day period to review the document before we could call for a vote on it. We cannot ignore the legal mandates of the Strata Act to assist you with your deadlines.

With regards to the emails you have sent us providing cost allocations for the MOU (all attached), we are left with more questions than answers as the information you have provided in those emails has been fragmented and incomplete. We draw your attention to the following statements contained in your emails as examples:

1. Your February 28, 2019 email states:
"Most recent figures provided by Metro Vancouver show that the total amount for their levies would be approximately \$59,479 annually in 2019 and rising to \$145,339 annually in 2023. These figures are also subject to

change based on Metro Vancouver final billings to Anmore and the appropriate split between the 51 new connections and School District No. 43 is currently being confirmed"

- What are these Metro Vancouver Levies are for, and what is the "appropriate split"?
- Are these annual fees for the population or services within the proposed service area, or are you charging us levies for the entire population of Anmore?
- Is the School District willing to renegotiate the terms of their existing contract for services as this plan would require?

2. Your March 7, 2019 email states:

"I am waiting to hear back from the City of Port Moody on their final requirements list, which is likely to include a capacity study which would be required to be funded by AGE."

- We have not been provided confirmation that a "Capacity Study" is required, and if so information on the scope and cost of this requirement.

3. Your March 14, 2019 email states:

"[The Village] Recommended that the sewer connection be to the Port Moody sewer pipe on School District No. 43 lands. This will also save AGE on up front construction costs, as it is the shortest available connection distance"

- Does the Village have the appropriate Right of Ways or legal means to allow the connection on School District Lands or infrastructure?

We have not been provided a consolidated or concise summary of the costs or processes, that information has to be the basis of any MOU agreement.

Costs

Based on the fragmented information provided to date, we as homeowners are at risk for the cost of connection being a minimum of \$455,000. There are still uncertainties in your information that could as much as double this value. If we assume a 50% contingency, and include the money spent to date, the cost of connection will be more than \$1,000,000. This does not include your planned annual costs that more than double our current annual property taxes.

Under the Village's leadership these potential costs would fall directly on 51 home owners as the Village still holds steadfast to the position that this cannot be funded by redevelopment on the septic field lands. The Village has specifically defined a Service Area that excludes our common property, which removes any potential options for use of that land, even after we expressed to you during our Feb 12th meeting of recent discussions with the School District regarding their potential interest in purchasing some of that land for school expansion.

Closure

You have not allowed us any say in the path or direction you are taking; you cannot then blame us for the failure of your plan. All of your processes to date have neither been fair or equitable to AGE. We have no confidence that the Village, as our municipality, will advocate and provide support to our community to ensure reasonable costs nor will navigate this process in a reasonable timeline, if at all.

Sincerely,
Brandie

Brandie Roberts
Vice President of AGE Strata Council

From: Juli Halliwell <Juli.Halliwell@anmore.com>
Sent: Thursday, March 28, 2019 12:16 PM
To: Brandie Roberts
Cc: MAH LG Governance MAH:EX; 'ENV.minister@gov.bc.ca'; Rick.Glumac.MLA@leg.bc.ca; David.Morel@gov.bc.ca; Dan.Bings@gov.bc.ca; Jason Smith; Kim Trowbridge; Paul Weverink; Polly Krier; Tim Laidler; Fawn Ross; Chris Murdy; greg@dureault.com; Cecchini, Ivano; Nicolls, Chris; vhglez@gmail.com; John McEwen; Minister, MAH MAH:EX
Subject: RE: Update on Memorandum of Understanding

Good afternoon, Brandie.

Please see my responses below, in red. It is the Strata's failure to comply with their septic permit that has brought about this situation – what is the Strata doing to take responsibility for that fact? The Village is simply trying to work with you to resolve this matter and do what it can given its limited jurisdiction. The Village's Ministerial Order issued in August 2018, which you continually refer to, is for the Village to develop a Liquid Waste Management Plan not for the Village to connect to the GVS&DD system.

With respect to your concluding paragraph below, the "path or direction" was not one chosen by the Village but rather one that is mandated by Metro Vancouver and the Province. We have tried to work with you to get to the solution that I believe everyone has agreed is the best course of action. Our plan has not failed and we are not trying to blame anyone – we have simply advised you of the time constraints that dealing with a multi-jurisdiction situation dictates and encouraged you to respond to us in a timely fashion. Despite that, we have not heard anything substantive from you since our productive February 12, 2019 meeting, despite the many emails with additional cost information that we subsequently provided to you, at your request.

We have tried to be "fair and equitable" to not just you but to all of the Village's taxpayers. You have repeatedly stated that the owners would pay for the cost of connection to the GVS&DD system and all we have tried to do is to clarify and confirm that in a legal framework that will work going forward. The Village cannot favour your strata to the detriment of the remainder of the Village.

Juli

From: Brandie Roberts [mailto:broberts@greenwoodenvironmental.ca]
Sent: March-26-19 12:25 PM
To: Juli Halliwell <Juli.Halliwell@anmore.com>
Cc: MAH LG Governance MAH:EX <LGgovernance@gov.bc.ca>; 'ENV.minister@gov.bc.ca' <ENV.minister@gov.bc.ca>; Rick.Glumac.MLA@leg.bc.ca; David.Morel@gov.bc.ca; Dan.Bings@gov.bc.ca; Jason Smith <Jason.Smith@anmore.com>; Kim Trowbridge <Kim.Trowbridge@anmore.com>; Paul Weverink <Paul.Weverink@anmore.com>; Polly Krier <Polly.Krier@anmore.com>; Tim Laidler <Tim.Laidler@anmore.com>; Fawn Ross (rossf@ae.ca) <rossf@ae.ca>; Chris Murdy <murdy@lidstone.ca>; greg@dureault.com; Cecchini, Ivano <ICecchini@sd43.bc.ca>; Nicolls, Chris <CNicolls@sd43.bc.ca>; MAH LG Governance MAH:EX <LGgovernance@gov.bc.ca>; vhglez@gmail.com
Subject: RE: Update on Memorandum of Understanding

Hello Juli,

The Village has had the engineering reports that dispelled any options for onsite treatment for ten months and a Ministerial order requiring Village action to resolve this issue since August of last year. In that time the Village has only once directly offered the strata a meeting (that occurred on Feb 12, 2019) and sent three follow-up emails (February 28, March 7, and

March 14, 2019 all attached here). Now, nearly seven months after receiving your Ministerial Order, you are saying the Village will not meet your April provincial deadline, and more disturbingly, are implying that the reason for this is somehow the fault or responsibility of the AGE Strata.

Local Service Area

We understand that under the Local Government Act a service area requires the support of the majority of owners on title of the properties receiving the service. We met with you on February 12th because we recognized it would be in everyone's best interest if we as a strata council were able to assist you in engaging with our community members; however, gaining the majority support for the Special Service Area that the Village has decided to create is your responsibility not the Strata's. Engagement with the Strata does not negate your responsibilities under the Local Government Act; for you to imply otherwise is misleading and simply incorrect.

Section 212 of the Community stipulates that the owners benefitting from the service may petition the local government Council to adopt the bylaw. As we discussed at our February 12, 2019, this is the most efficient way to move the bylaw process forward. I had hoped you would want to move forward with the most expeditious process to get to sewer connection. This in no way, shape or form negates the responsibilities of the Village.

Memorandum of Understanding

You continue to imply that an agreed upon MOU is required for the Village to proceed with the connection or local service area, or that an MOU would in some way bypass the legal requirements under the Local Government Act, we do not see how that is possible.

This is not factual in any sense. The MOU was intended to be an articulation of our agreed principles and the foundation of the partnership between the Village and the Strata to work together. The MOU would serve as the basis of the local area service bylaw and serve as the formal agreement between the time the Village started undertaking the work to get connected and the time the local area service bylaw was in place.

We have been very clear with you on many occasions that we cannot not present a MOU to our community that does not define the total estimated costs, process, or timelines. There is simply no way individual families can decide to vote for or against a MOU without understanding whether or not they can meet the financial and legal expectations of such an agreement. This is not an unreasonable request.

This information has been provided to you, to the best of the Village's knowledge and ability. As I've been very clear with you, there are many jurisdictions that are involved in this process, and therefore many parties that must provide information regarding costs.

During our Feb. 12 meeting we expressed that if we were able to assist you we would need that information clearly defined in writing, and that under the Strata Act would need to provide our strata members a 21 day period to review the document before we could call for a vote on it. We cannot ignore the legal mandates of the Strata Act to assist you with your deadlines.

Given the very serious time constraints we are all under, you might wish to explore with your Strata and legal counsel, the provisions under the Act that we understand can allow for waiver of notice, to determine if that is an option.

With regards to the emails you have sent us providing cost allocations for the MOU (all attached), we are left with more questions than answers as the information you have provided in those emails has been fragmented and incomplete. We draw your attention to the following statements contained in your emails as examples:

1. Your February 28, 2019 email states:
"Most recent figures provided by Metro Vancouver show that the total amount for their levies would be approximately \$59,479 annually in 2019 and rising to \$145,339 annually in 2023. These figures are also subject to change based on Metro Vancouver final billings to Anmore and the appropriate split between the 51 new connections and School District No. 43 is currently being confirmed"
 - What are these Metro Vancouver Levies are for, and what is the "appropriate split"? As you told us at the February 12, 2019 meeting, you are well aware of what the Metro Vancouver levies are for and that you

accept they are calculated via formula as per Metro Vancouver's bylaw. The split was communicated to you in the March 7, 2019 email, as you reference.

- Are these annual fees for the population or services within the proposed service area, or are you charging us levies for the entire population of Anmore? The levies are based on two calculations (non-growth which is based on actual flows and the growth calculation which is based on the Village's share of regional growth) and will be passed to the property owners who are receiving the benefit of the service via the local area service bylaw. You have known this is the case for some time and it was certainly part of our discussion on February 12, 2019.
- Is the School District willing to renegotiate the terms of their existing contract for services as this plan would require? I am unable to answer this on behalf of the School District. The School District has been informed that they will fall under the local area service bylaw.

2. Your March 7, 2019 email states:

"I am waiting to hear back from the City of Port Moody on their final requirements list, which is likely to include a capacity study which would be required to be funded by AGE."

- We have not been provided confirmation that a "Capacity Study" is required, and if so information on the scope and cost of this requirement. I have not yet received confirmation from the City of Port Moody in relation to this item. Engineers that you have on retainer should be able to easily provide you with an estimate based on the information above.

3. Your March 14, 2019 email states:

"[The Village] Recommended that the sewer connection be to the Port Moody sewer pipe on School District No. 43 lands. This will also save AGE on up front construction costs, as it is the shortest available connection distance"

- Does the Village have the appropriate Right of Ways or legal means to allow the connection on School District Lands or infrastructure? It is not the Village's responsibility to secure rights of way for private infrastructure.

We have not been provided a consolidated or concise summary of the costs or processes, that information has to be the basis of any MOU agreement. This has been provided on numerous occasions. I have not provided a detailed cost per property given the fact that it is up to the Strata to determine how to allocate costs to those who are using the sewer services. I would not presume to know what that allocation is. If you'd like some assistance in calculating these costs based on a particular allocation, I would be more than happy to help.

Costs

Based on the fragmented information provided to date, we as homeowners are at risk for the cost of connection being a minimum of \$455,000. There are still uncertainties in your information that could as much as double this value. If we assume a 50% contingency, and include the money spent to date, the cost of connection will be more than \$1,000,000. This does not include your planned annual costs that more than double our current annual property taxes. It would be helpful for you to share how you determined these figures. The last cost estimate that you provided to us was \$200,000 for construction. I am unable to see how you landed at in excess of \$1,000,000 with the costs I've provided.

Under the Village's leadership these potential costs would fall directly on 51 home owners as the Village still holds steadfast to the position that this cannot be funded by redevelopment on the septic field lands. The Village has specifically defined a Service Area that excludes our common property, which removes any potential options for use of that land, even after we expressed to you during our Feb 12th meeting of recent discussions with the School District regarding their potential interest in purchasing some of that land for school expansion.

Closure

You have not allowed us any say in the path or direction you are taking; you cannot then blame us for the failure of your plan. All of your processes to date have neither been fair or equitable to AGE. We have no confidence that the Village, as our municipality, will advocate and provide support to our community to ensure reasonable costs nor will navigate this process in a reasonable timeline, if at all.