



Minutes

<u>Meeting</u>	Regular Council
<u>Date</u>	3-Jan-17
<u>Time</u>	7:00 PM
<u>Place</u>	Municipal Hall - Council Chambers

Present Mayor Jude Schooner - Chair
Councillor Brenda Overton
Councillor Kathy Bellanger
Councillor Louis Van Solkema
Councillor Randy Taylor

Regrets

Staff Mark Tatchell, Chief Administrative Officer

Public 2 members of the public.

A. Call to Order

Mayor Schooner called the meeting to order at 7:00 p.m. and acknowledged and respected that we are upon Mowachaht/ Muchalaht Traditional Territory.

B. Introduction of Late Items

No late items

C. Approval of the Agenda

Overton/ Taylor: VOT 1/2017

THAT the Agenda for the January 3, 2017 Regular Council meeting be adopted as presented .

CARRIED

D. Petitions and Delegations

None.

E. Public Input # 1

A member of the public noted the increase in thefts and vandalism due to loss of dedicated RCMP officer. He also complained about the poor condition of the Head Bay FSR on Dec 30 and the need to sand local roads.

1 F. Adoption of the Minutes

Overton /Taylor VOT 2/2017

THAT the Regular Council Meeting Minutes from December 6, 2016 be adopted as presented.

CARRIED

G. Rise and Report

1

NSEDC Liquidation and Wind up Resolution (Overton/Bellanger VOT 462/2016) passed at Council's December 6, 2016 closed meeting- appointing and authorizing Mayor Schooner to act on behalf of the Village of Tahsis shareholder to wind up the corporation

- 2** NSEDC Liquidation and Wind Up Resolution (Overton/Bellanger VOT 463/2016) passed at Council's December 6, 2016 closed meeting in support of a consent resolution by the shareholders to amend the Corporation's Articles of Incorporation to transfer the powers of the directors to the shareholders with respect to the management and business of the Corporation.

H. Business Arising

1

BDO Engagement Letters Re: Village of Tahsis' financial statement auditor for the fiscal year ending December 31, 2016

Taylor/Overton 3/2017

THAT the three engagement letters dated December 13, 2016 and associated documents from BDO Canada LLP be received.

CARRIED

Taylor/Overton 4/2017

THAT Tahsis Council approve the appointment of BDO Canada LLP as the Village's financial statement auditor for the 2016 fiscal year as per the three December 13, 2016 engagement letters and associated documents.

CARRIED

J. Council Reports (Overton/Taylor VOT 5/2017) **THAT** Council reports be received

Mayor Schooner (written report)

I would like to extend a Happy New Year to Council and to staff.

In November of last year, we established council's strategic priorities for 2017 at a workshop. I am confident that the work will continue and I am encouraged by the fact that we made headway on our previous priorities. I would like to thank you all of you for your work last year. I have to do a little bit of catch-up as I have been away. At the SRD Municipal Services Committee meeting tourism continues to be the common foundation as the Committee goes forward. The First Nations Relations Committee is seeking a review of their terms of reference in the new year and the Committee is moving towards recommending that

Budget considerations have been the mainstay of most of the recent SRD agendas. Of note, a motion that the 2017 requisition of the Strathcona Emergency Program be increased to the maximum was carried and hopefully will stand throughout the process. At the same time, SRD directors are working on strategies to address the increasing tax requisition being sought by the CSWM (Comox Strathcona Waste Management) Board.

The SRD will be implementing a program in the new year that will see a \$250 exchange in a Woodstove Rebate Program within the region excluding Campbell River. There is enough funding for 26 exchanges and I will bring information forward as this program is established.

And finally, it did my heart good to witness the fellowship and good spirits demonstrated by this community at the New Year's Day Polar Bear Swim. Events like that and the camaraderie displayed speaks to all the goodness that is here in this community and I am happy to extend my best wishes for the upcoming year to everyone and thank the many volunteers for their steadfast efforts.

Councillor Overton (verbal report)

Nootka Sound Timber raises money annually through the sale of calendars the proceeds from which are provided to the families who have lost a logger. Since there were no families who experienced a loss last year, the company has decided to make a donation to a deserving group in Tahsis such as the Seniors' Society.

Councillor VanSolkema (verbal report)

Happy New Year Mayor and Councillors. I wanted to point out that Village staff in response to complaints in the town site about icy roads, sanded the roads there until the spreader broke. The Village equipment is a bit archaic. After that they brought sand around with the loader and shovelled at all of the critical areas. So I wanted to thank staff for going the extra mile in response to the poor road conditions caused by this weather pattern.

Councillor Bellanger (written report)

Good evening Mayor and Council,

First I would like to say Happy New Year to you all and hope everyone had a nice Christmas. And, "Wow", is this weather cold! I know I have put on a few pounds over the holidays and with the extra layers of clothes I feel like the Midas Michellin Man making it hard to move. I think this weather is forecasted to stay awhile so please be careful on the roads they are slick and walk to enjoy the great sunshine that comes with this cold weather. So here we are beginning another year. In my mind we have accomplished a start to our priorities last year and hoping to keep pushing ahead this year. Our ATV trail, property clean ups and the Village clean up were all a great start last year. I can only see good things for this year to come. And thank you to Maureen Roth and the Ambulance paramedics and everyone else who helped with the Polar Bear Swim on January 1st. It was great to watch the brave souls who took the plunge. That is my report for tonight.

Councillor Taylor (no report)

No Report

K. Bylaws

Overton/Taylor VOT 6/2017

THAT Zoning Amendment Bylaw No. 589, 2017 (456 Cardiac Climb) be introduced and receive first reading

CARRIED

Overton/Taylor VOT 7/2017

THAT Zoning Amendment Bylaw No. 589, 2017 (456 Cardiac Climb)
receive second reading

CARRIED

L. Correspondence

1 Mervyn Brown: Letter to Mark Tatchell, Mayor and Council
Re: Water Shut Off
Taylor/VanSolkema VOT 8/2017
THAT this item be received.

CARRIED

Hon. John Rustad, Minister of Aboriginal Relations and Reconciliation:
2 Reply to Mayor Schooner's letter of October 14, 2016
Overton/Taylor VOT 9/2017

THAT this item be received

CARRIED

Staff was directed to look into bringing "Building Bridges through Understanding the Village" workshop to Tahsis by seeking out the associated costs, if the workshop was eligible for any funding and to report back to Council.

3 David W. Guscott, CEO Re: PRIMECorp 2015-16 Annual Report
Overton/Bellanger VOT: 10/2017
THAT this item be received.

CARRIED

Overton/Bellanger VOT: 11/2017
THAT this letter be received.

CARRIED

M. New Business

None.

N. Public Input #2

A member of the public inquired as to forestry opportunities once the NSEDC is wound up and was advised by Council that the Village has applied for a Community Forest Licence.

Public Exclusion

Overton/ Taylor: VOT 12/2017

THAT the meeting is closed to the public in accordance with section 90 (1)(g) and (e) of the Community Charter- litigation or potential litigation and disposition of land and improvements.

CARRIED

Recess

Overton/Bellanger: VOT 13/2017

THAT the Regular Council meeting recess at 7:20p.m. to go into the in camera meeting.

CARRIED

Reconvene

Overton/Taylor: VOT 20 /2017

THAT the Regular Council meeting reconvene.

CARRIED

Rise and Report

None

O. Adjournment

Overton/Taylor: VOT 21/2017

THAT the Regular Council meeting adjourn at 8:03 PM.

CARRIED

Certified Correct this

17th Day of January 2017



Chief Administrative Officer



Minutes

<u>Meeting</u>	Regular Council
<u>Date</u>	Tuesday December 6, 2016
<u>Time</u>	7:00 PM
<u>Place</u>	Municipal Hall - Council Chambers

Present Deputy Mayor Randy Taylor - Chair
 Councillor Brenda Overton
 Councillor Kathy Bellanger
 Councillor Louis Van Solkema

Regrets Mayor Jude Schooner

Staff Mark Tatchell, Chief Administrative Officer

Public 2 members of the public.

A. Call to Order

Deputy Mayor Taylor called the meeting to order at 7:00 p.m. and acknowledged and respected that we are upon Mowachaht/ Muchalaht Traditional Territory.

B. Introduction of Late Items

- 1 Landfill Hours for December 24 and 31, 2016, M1**
- 2 Village Office and Public Works - early holiday closures, M2**
- 3 Appointment of financial statement auditor for 2017**

C. Approval of the Agenda

Overton/ Bellanger: VOT 448/2016

THAT the Agenda for the December 6, 2016 Regular Council meeting be adopted as amended .

CARRIED

D. Petitions and Delegations

None.

E. Public Input # 1

A member of the public noted the water leak which public works staff are working to address and expressed that sand or salt should be applied to the Village office parking lot.

1 F. Adoption of the Minutes

Overton /Bellanger: VOT 449/2016

THAT the Regular Council Meeting Minutes from November 15, 2016 be adopted as presented.

CARRIED

2 Overton/Bellanger: VOT 450/2016

THAT the Committee of the Whole Meeting Minutes from November 21, 2016 be adopted as presented.

CARRIED

3 Overton/Bellanger VOT 451/2016

THAT the Special Council Meeting Minutes from November 22, 2016 be adopted as presented.

CARRIED

G. Rise and Report

None

H. Business Arising

None

I. Unfinished Business

None

J. Council Reports

Councillor Overton

No report

Councillor Van Solkema

No report

Councillor Bellanger (written report)

Good evening Deputy Mayor and Council,

Just a short report tonight as we were all in attendance at the Committee of the Whole meeting on Nov 21 and the priority setting session on Nov 28. I would like to say "well done" again this year as we were able to set goals and worked hard at achieving them. We still have a way to go, but then again that is why we have priorities. Well done to the PAC for the Christmas bazaar. It looked like it was well attended. I know I spent a good penny there and went home happy. And to the Ubedam Theatre and members, great performance again. I am definitely attending the spring play. And that is my report.

Councillor Taylor (written report)

Good Evening.

On November 26th I attended the Board of Trustees Meeting of the Vancouver Island Regional Library in Nanaimo.

A presentation was made by staff on the merit and projected cost of implementing an Electronic Records Management System. This would provide easier access to all electronic and paper file records of the Library Board for Board of Trustees use in decision making by having them available on line. A Request for Proposals will be let in January of 2017.

Starting in January the Boards' full agenda packages and subsequent unapproved minutes will be made available to the public on line 5 days prior to each Board Meeting. In my opinion something that should have been done long ago.

A Whistle Blower Policy was approved by the Board with a unanimous vote, another long overdue policy change.

Respectfully submitted,

Randy Taylor

K. Bylaws

None.

L. Correspondence

**1 Claire Trevena, MLA North Island Re: Broadband Internet
Overton/Bellanger VOT: 452/2016**

THAT this letter be received.

CARRIED

Overton/Bellanger VOT: 453/2016

That staff be directed to draft a letter in response indicating how lack of broadband access impacts economic and community development in Tahsis.

CARRIED

**UBCM Regional Community to Community Forum RE: Completion of
2 2016/2017 (Spring) Community to Community Forum
Overton/Bellanger VOT: 454/2016**

THAT this letter be received. **CARRIED**

**3 Mayor Leo Facio, Resort Municipality of Harrison Hot Springs Re: Short
Term Rentals in the Tourism Accommodation Sector
Overton/Bellanger VOT: 455/2016**

THAT this letter be received. **CARRIED**

**4 Councillor Murry Krause, UBCM President Re: Gas Tax Agreement
Community Works Fund Payment
Overton/ Bellanger VOT: 456/2016**

THAT this letter be received. **CARRIED**

M. New Business

- 1 Landfill hours for Dec 24 and 31**
 - 2 Village office and Public Works - early holiday closures**
 - 3 Appointment of BDO Canada LLP to conduct the 2016 financial
statement audit**
- Staff updated Council regarding the above items

N. Public Input #2

A member of the public upon inquiring was advised as to the status of
the wind up of the Nootka Sound Economic Development Corporation.

Public Exclusion

Overton/ Bellanger: VOT 457/2016

THAT the meeting is closed to the public in accordance with section 90
(1)(g) of the Community Charter- litigation or potential litigation **CARRIED**

Recess

Overton/Bellanger: VOT 458/2016

THAT the Regular Council meeting recess at 7:20p.m. to go into the in
camera meeting. **CARRIED**

Reconvene

Overton/Bellanger: VOT 465 /2016

THAT the Regular Council meeting reconvene. **CARRIED**

Rise and Report

None

O. Adjournment

Overton/Bellanger: VOT 466/2016

THAT the Regular Council meeting adjourn at 7:34p.m.

CARRIED

Certified Correct this

3rd Day of January 2017

Chief Administrative Officer



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December 13, 2016

Village of Tahsis
977 South Macquinna Drive
Tahsis, British Columbia, V0P 1X0

Dear Mayor and Council Members :

We understand that you wish to appoint us as the auditors of Village of Tahsis commencing with its fiscal year ended December 31, 2016.

We are pleased to accept appointment as your auditors subject to the terms and conditions of this Agreement, to which the attached Standard Terms and Conditions form an integral part. The definitions set out in the Standard Terms and Conditions are applicable throughout this Agreement. This Agreement will remain in place and fully effective for future years until varied or replaced by another relevant written agreement.

Kristine Simpson, CPA, CA will be the Engagement Partner for all assurance work we perform for you. The Engagement Partner will call upon other individuals with specialized knowledge to assist in the performance of Services.

Our Role as Auditors

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements prepared in accordance with Canadian public sector accounting standards are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Our audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by you, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, whether by fraud or error, may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of your internal controls. However, we will communicate to you concerning any significant deficiencies in internal controls relevant to the audit of the financial statements that we have identified during the audit.



We will also communicate matters required by professional standards, to the extent that such matters come to our attention, to you, those charged with governance and/or Mayor and Councillors.

To assist us in the planning of our initial audit engagement, you agree to authorize the previous auditors to allow us to review their working papers and to respond fully to our inquiries.

Reporting

Our audit will be conducted on the basis that the financial statements have been prepared in accordance with Canadian public sector accounting standards.

Our independent auditor's report will be substantially in the form set out in Canadian Auditing Standard (CAS) 700. The form and content of our report may need to be amended in the light of our audit findings. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and seek to resolve any differences of view that may exist.

Role of Management and Those Charged with Governance

You acknowledge and understand that you have responsibility for:

- (a) the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards. The audit of the financial statements does not relieve you of your responsibilities;
- (b) such internal controls as you determine are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- (c) providing us with:
 - access, in a timely manner, to all information of which you are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - additional information that we may request for the purpose of the audit;
 - unrestricted access to persons within the entity from whom we determine it is necessary to obtain audit evidence;
 - financial and non-financial information (other information) that will be included in document(s) containing financial statements and our audit report thereon prior to the date of our auditor's report. If it is not possible to provide all the other information prior to the date of our auditor's report, you are responsible for provision of such other information as soon as practicable; and
 - written confirmation concerning representations made to us in connection with the audit. If appropriate and adequate written representations are not provided to us, professional standards require that we disclaim an audit opinion.



Financial Statement Services

We will obtain your approval, if during the course of our engagement we:

- (a) prepare or change a journal entry; or
- (b) prepare or change an account code or a classification for a transaction.

As agreed, we will provide assistance in the preparation of the financial statements.

These services create a threat to our independence. We, therefore, require that the following safeguards be put into place:

- that you create the source data for all accounting entries;
- that you develop any underlying assumptions for the accounting treatment and measurement of entries; and
- that you review and approve the draft financial statements, including the notes to the financial statements.

Tax Services

In addition to the assurance services discussed above, we may be requested by you to prepare corporate tax returns. The returns will be prepared based upon the information supplied by you. We will not audit, review or otherwise attempt to verify the accuracy or completeness of such information. We will utilize the information you have already provided to our assurance engagement team to the extent that the material is available and relevant to the preparation of the returns. It may be necessary for us to request further information.

Regardless of any tax return preparation services we provide to you, you will remain responsible for filing your tax returns with the appropriate authorities on a timely basis.

Your returns are, of course, subject to review by the taxation authorities. Any items reassessed against you by the taxation authorities are subject to certain rights of appeal. In the event of any tax audit, we will be available to represent you for a mutually agreed upon fee.

We will discuss with you any filing positions which, if taken, have the potential to give rise to a material adverse assessment or reassessment by the taxing authorities. If such an assessment or reassessment occurs, any additional tax that arises will be your responsibility. In addition, we cannot be responsible for interest and penalties assessed against you in connection with your income tax affairs. Therefore, should any interest or penalty be assessed, they shall be your responsibility.

Our audit is conducted primarily to enable us to express an opinion on the financial statements. Accordingly, the audit process is not designed to provide us with a full understanding of your tax situation and in particular, to allow us to determine whether the organization has specific tax compliance issues. We will, however, provide advice on an ongoing basis on general income tax matters as requested by you. A separate engagement letter may be issued for significant tax projects. To the extent that tax services requested by you are not covered by a separate engagement letter, the terms of this Agreement shall apply to the tax services.



Additional Services

We are available to provide a wide range of services beyond those outlined in this Agreement. To the extent that any additional services that we provide to you that are not provided under a separate written engagement agreement, the provisions of this Agreement will apply to the services.

Standard Terms and Conditions

A copy of our Standard Terms and Conditions is attached as Appendix 1. You should ensure that you read and understand them. The Standard Terms and Conditions include clauses that limit our professional liability.

Please sign and return the attached copy of this Agreement to indicate your agreement with it. If you have any questions concerning this Agreement, please contact us before signing it.

It is a pleasure for us to be of service and we look forward to many future years of association with you.

Yours truly,

BDO Canada LLP

Chartered Professional Accountants

KLS/ mkn

Agreement of all the terms and conditions in this Agreement is hereby acknowledged by:

Village of Tahsis

Signature Name (please print) Position Date

Signature Name (please print) Position Date



Appendix 1 **Standard Terms and Conditions**

1. Overview and Interpretation

1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations or understandings, whether oral or written, with respect to Services. To the extent that any of the provisions of the accompanying Engagement Letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

1.2 In this agreement, the following words and expressions have the meanings set out below:

This Agreement - these Standard Terms and Conditions, the letter to which they are attached, and any supporting schedules or other appendices to the letter

Services - the services provided or to be provided under this Agreement

We, us, our, BDO - refer to BDO Canada LLP, a Canadian limited liability partnership organized under the laws of the Province of Ontario

You, your - the party or parties contracting with BDO under this agreement, including the party's or parties' management and those charged with corporate governance. You and your does not include BDO, its affiliates or BDO Member Firms

BDO Member Firm or Firms - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited

Confidential Information - information that contains identifying features that can be attributed to you or individual personnel

2. BDO Network and Sole Recourse

2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.

2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.

2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above as if they were a party to this agreement.



3. *Respective Responsibilities*

- 3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.
- 3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.

4. *Working Papers and Deliverables*

- 4.1 **Ownership** - Any documents prepared by us or for us in connection with Services belong solely to us.
- 4.2 **Oral advice and draft deliverables** - You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
- 4.3 **Translated documents** - If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.
- 4.4 **Reliance by Third Parties** - Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any third party other than you and any party to whom the assurance report is addressed. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.
- 4.5 **Consent to use the Report** - If we are requested to consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document, we will consider, at the relevant time, providing consent and any conditions applicable to our consent. Our consent must be in writing. In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information is materially inconsistent with the related financial statements. We will require adequate notice of the request for consent to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost.

5. *Confidentiality*

- 5.1 We agree to use Confidential Information provided by you only in relation to the services in connection with which the information is provided and we will not disclose the information, except where required by law, regulation or professional obligation. We may, however, give Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing services.
- 5.2 BDO shall be entitled to include a description of services we render to or for you in marketing and research materials and disclose such information to third parties, provided that all such information will be made anonymous and not associated with you.



Additionally, we may analyze information on an industry or sector basis for internal purposes or to provide industry/sector wide information to our clients or potential clients. You consent to our using information obtained from you in this way provided that the outputs therefrom will not contain any identifying features that can be attributed to you.

6. Independence

- 6.1 Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to our clients in the performance of our services. We will communicate to you any relationships between BDO (including its related entities) and you that, in our professional judgment, may reasonably be thought to bear on our independence. Further, we will confirm our independence in writing.

7. Offers of Employment

- 7.1 Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence. Your recruitment of an engagement team member from the current or prior year's engagement may compromise our independence and our ability to render agreed services to you. Engagement team members may include current and former partners and staff of BDO, other BDO Member Firms and other firms who work under our direction. Therefore, you agree to inform us prior to any such discussions so that you and we can implement appropriate safeguards to maintain our independence.

8. Professional and Regulatory Oversight

- 8.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.
- 8.2 Certain regulatory bodies may also have the right to conduct investigations of you, including the services provided by us. To the extent practicable and permitted by law, we will advise you of any such investigation request or order prior to providing our working papers.
- 8.3 You agree to reimburse us for our time and expenses, including reasonable legal fees, incurred in responding to any investigation that is requested or authorized by you or investigations of you undertaken under government regulation or authority, court order or other legal process.



9. Privacy and Consents

- 9.1 You agree we will have access to all personal information in your custody that we require to complete our engagement. We may collect, use, transfer, store, or process such information disclosed by you of a personal nature (personal information). Our services are provided on the understanding that:
- you have obtained any consents for collection, use and disclosure to us of personal information required under all applicable privacy legislation; and
 - we will hold all personal information in compliance with our Privacy Statement.

10. Electronic Communications

- 10.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.
- 10.2 Unless BDO is otherwise advised in writing, by executing this agreement you provide BDO with consent to communicate with you electronically, including sending newsletters, publications, announcements, invitations and other news and alerts.

11. Limitation of Liability

- 11.1 In any dispute, action, claim, demand for losses or damages arising out of the services performed by BDO pursuant to this engagement, BDO shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 11.2 Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 11.3 You agree that BDO shall not be liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount no more than the higher of:
- three times the fees paid by you to BDO in the twelve months preceding the incident giving rise to the claim; and
 - \$25,000.
- 11.4 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of



any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

- 11.5 You agree claims or actions relating to the delivery of services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.

12. Indemnity

- 12.1 To the fullest extent permitted by applicable law and professional regulations, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:

- a misrepresentation by a member of your management or Mayor and Council, regardless of whether such person was acting in your interest
- the services performed by BDO pursuant to this Agreement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the gross negligence of BDO. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by your company, failing which, the matter may be referred to dispute resolution in accordance with the terms of this letter.

13. Alternative Dispute Resolution

- 13.1 Both parties agree that they will first attempt to settle any dispute arising out of or relating to this agreement or the services provided hereunder through good faith negotiations.
- 13.2 In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation pursuant to the National Mediation rules of the ADR Institute of Canada Inc. All disputes remaining unsettled for more than 60 days following the parties first meeting with a mediator or such longer period as the parties mutually agree upon shall be subject to arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada Inc. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision. The parties hereby waive any such right of appeal which may otherwise be provided for in any provincial arbitration statute made applicable under the National Arbitration Rules.

14. Limitation Period

- 14.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any such claim and in any event no later than two years after the completion of the relevant services. The parties to this Agreement agree that the limitation period established by any limitations act and/or any other applicable legislation shall be considered not to apply (to the extent permitted by law).



15. Intentionally Deleted

16. Termination

- 16.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).
- 16.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all services performed up to the date of termination, including services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

17. Fees and Billings

- 17.1 Our estimated fee is based on an assumed level of quality of your accounting records, the agreed upon level of preparation and assistance from your personnel and adherence to the agreed-upon timetable. Our estimated fee also assumes that your financial statements are in accordance with the applicable financial reporting framework and that there are no significant new or changed accounting policies or issues or internal control or other reporting issues. We will inform you on a timely basis if these factors are not in place.
- 17.2 Should our assumptions with respect to the quality of your accounting records be incorrect or should the conditions of the records, degree of cooperation, results of audit procedures, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates.
- 17.3 Our professional fees will be based on our regular billing rates which depend on the means by which and by whom our services are provided. We also will bill you for our out-of-pocket expenses, our internal charges for certain support activities, and applicable Harmonized Sales Tax, Goods and Services Tax and Provincial Sales Tax.
- 17.4 Our internal charges are calculated at 6% of our professional fees and represent an allocation of estimated costs associated with general office services such as computer usage, telephone charges, facsimile transmissions, postage and photocopying.
- 17.5 Our accounts are due when rendered. BDO may suspend the performance of Services in the event that you fail to pay an invoice when it is due. Interest may be charged at the rate of 12% per annum on all accounts outstanding for more than 30 days.

18. Governing Laws

- 18.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of the province or



territory in which BDO's principle Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

19. Entire Agreement and Survival

- 19.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. It is understood that this letter will not be superseded by any contract with us for other specific services that are not of the same scope as the Services contemplated in this Agreement, unless the other contract explicitly references this Agreement and an intent to supersede it.
- 19.2 The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.

20. Force Majeure

- 20.1 We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

21. Assignment

- 21.1 No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.

22. Severability

- 22.1 If a court or regulator with proper jurisdiction determines that a provision of this Agreement is invalid, then the provision will be interpreted in a way that is valid under applicable law or regulation. If any provision is invalid, the rest of this Agreement will remain effective.



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Direct Line: 604-443-4735
E-mail: ksimpson@bdo.ca

December 13, 2016

Village of Tahsis
977 South Macquinna Drive
Tahsis, British Columbia V0P 1X0

Dear Mayor and Council Members:

We understand that you wish to engage us to provide an audit opinion on your Home Owner Grant: Treasurer/Audit Certificate for the Village of Tahsis commencing with the period from January 1, 2016 to December 31, 2016 to assist you with the requirements of the Province of British Columbia.

We are pleased to accept appointment as your auditors subject to the terms and conditions of this Agreement, to which the attached Standard Terms and Conditions form an integral part. The definitions set out in the Standard Terms and Conditions are applicable throughout this Agreement. This Agreement will remain in place and fully effective for future periods until varied or replaced by another relevant written agreement.

Our Role as Auditors

We will conduct our audit in accordance with Canadian generally accepted auditing standards for audits of single financial statements and specific elements, accounts or items of a financial statement. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial information is free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial information. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial information, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the Home Owner Grant: Treasurer/Audit Certificate for the Village of Tahsis.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, whether by fraud or error, may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to your preparation of the financial information in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of your internal controls.

We will communicate matters required by professional standards, to the extent that such matters come to our attention, to the appropriate level of management, those charged with governance and/or the board of directors.

Reporting

Our independent auditor's report will be substantially in the form set out in Canadian Auditing Standards (CAS) 805. The form and content of our report may need to be amended in light of our findings. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and seek to resolve any differences of view that may exist.

Role of Management and Those Charged with Governance

You acknowledge and understand that you have responsibility for:

- (a) the preparation of the Home Owner Grant: Treasurer/Audit Certificate for the Village of Tahsis in accordance with Section 10 and 12 of the Home Owner Grant Act and accompanying regulations;
- (b) such internal controls as you determine are necessary to enable the preparation of the Home Owner Grant: Treasurer/Audit Certificate for the Village of Tahsis that are free from material misstatement, whether due to fraud or error; and
- (c) providing us with:
 - access, in a timely manner, to all information of which you are aware that is relevant to the preparation of the Home Owner Grant: Treasurer/Audit Certificate for the Village of Tahsis such as records, documentation and other matters;
 - a description of the basis or framework for preparation of the financial information;
 - additional information that we may request for the purpose of the audit;
 - unrestricted access to persons within the entity from whom we determine it is necessary to obtain audit evidence; and
 - written confirmation concerning representations made to us in connection with the audit. If appropriate and adequate written representations are not provided to us, professional standards require that we disclaim an audit opinion.

Standard Terms and Conditions

A copy of our Standard Terms and Conditions is attached as Appendix 1. You should ensure that you read and understand them. The Standard Terms and Conditions include clauses that limit our professional liability.

Please sign and return the attached copy of this Agreement to indicate your agreement with it. If you have any questions concerning this Agreement, please contact us before signing it.

It is a pleasure for us to be of service and we look forward to many future years of association with you.

Yours truly,



Chartered Professional Accountants

KLS/ mkn

Agreement of all the terms and conditions in this Agreement is hereby acknowledged by:

Village of Tahsis

Signature

Name (please print)

Position

Date

Signature

Name (please print)

Position

Date

Appendix 1

Standard Terms and Conditions

1. Overview and Interpretation

1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations or understandings, whether oral or written, with respect to Services. To the extent that any of the provisions of the accompanying Engagement Letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

1.2 In this agreement, the following words and expressions have the meanings set out below:

This Agreement - these Standard Terms and Conditions, the letter to which they are attached, and any supporting schedules or other appendices to the letter

Services - the services provided or to be provided under this Agreement

We, us, our, BDO - refer to BDO Canada LLP, a Canadian limited liability partnership organized under the laws of the Province of Ontario

You, your - the party or parties contracting with BDO under this agreement, including the party's or parties' management and those charged with corporate governance. You and your does not include BDO, its affiliates or BDO Member Firms

BDO Member Firm or Firms - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited

Confidential Information - information that contains identifying features that can be attributed to you or individual personnel

2. BDO Network and Sole Recourse

2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.

2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.

2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above as if they were a party to this agreement.

3. Respective Responsibilities

3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.

3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.

4. Working Papers and Deliverables

- 4.1 **Ownership** - Any documents prepared by us or for us in connection with Services belong solely to us.
- 4.2 **Oral advice and draft deliverables** - You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
- 4.3 **Translated documents** - If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.
- 4.4 **Reliance by Third Parties** - Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any third party other than you and any party to whom the report is addressed. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.
- 4.5 **Consent to use the Report** - If we are requested to consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document, we will consider, at the relevant time, providing consent and any conditions applicable to our consent. Our consent must be in writing. In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information is materially inconsistent with the related financial information or results of procedures performed. We will require adequate notice of the request for consent to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost.

5. Confidentiality

- 5.1 We agree to use Confidential Information provided by you only in relation to the services in connection with which the information is provided and we will not disclose the information, except where required by law, regulation or professional obligation. We may, however, give Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing services.
- 5.2 BDO shall be entitled to include a description of services we render to or for you in marketing and research materials and disclose such information to third parties, provided that all such information will be made anonymous and not associated with you. Additionally, we may analyze information on an industry or sector basis for internal purposes or to provide industry/sector wide information to our clients or potential clients. You consent to our using information obtained from you in this way provided that the outputs therefrom will not contain any identifying features that can be attributed to you.

6. Independence

- 6.1 Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to our clients in the performance of our services. We will communicate to you any relationships between BDO (including its related entities) and you that, in our professional judgment, may reasonably be thought to bear on our independence. Further, we will confirm our independence in writing.

7. Offers of Employment

- 7.1 Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence. Your recruitment of an engagement team member from the current or prior year's engagement may compromise our independence and our ability to render agreed services to you. Engagement team members may include current and former partners and staff of BDO, other BDO Member Firms and other firms who work under our direction. Therefore, you agree to inform us prior to any such discussions so that you and we can implement appropriate safeguards to maintain our independence.

8. Professional and Regulatory Oversight

- 8.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.
- 8.2 Certain regulatory bodies may also have the right to conduct investigations of you, including the services provided by us. To the extent practicable and permitted by law, we will advise you of any such investigation request or order prior to providing our working papers.
- 8.3 You agree to reimburse us for our time and expenses, including reasonable legal fees, incurred in responding to any investigation that is requested or authorized by you or investigations of you undertaken under government regulation or authority, court order or other legal process.

9. Privacy and Consents

- 9.1 You agree we will have access to all personal information in your custody that we require to complete our engagement. We may collect, use, transfer, store, or process such information disclosed by you of a personal nature (personal information). Our services are provided on the understanding that:
- you have obtained any consents for collection, use and disclosure to us of personal information required under all applicable privacy legislation; and
 - we will hold all personal information in compliance with our Privacy Statement.

10. Electronic Communications

- 10.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.
- 10.2 Unless BDO is otherwise advised in writing, by executing this agreement you provide BDO with consent to communicate with you electronically, including sending newsletters, publications, announcements, invitations and other news and alerts.

11. Limitation of Liability

- 11.1 In any dispute, action, claim, demand for losses or damages arising out of the services performed by BDO pursuant to this engagement, BDO shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 11.2 Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 11.3 You agree that BDO shall not be liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount no more than the higher of:
 - three times the fees paid by you to BDO in the twelve months preceding the incident giving rise to the claim; and
 - \$25,000.
- 11.4 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 11.5 You agree claims or actions relating to the delivery of services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.

12. Indemnity

- 12.1 To the fullest extent permitted by applicable law and professional regulations, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:
 - a misrepresentation by a member of your management or board of directors, regardless of whether such person was acting in your interest

- the services performed by BDO pursuant to this Agreement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the gross negligence of BDO. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by your company, failing which, the matter may be referred to dispute resolution in accordance with the terms of this letter.

13. Alternative Dispute Resolution

- 13.1 Both parties agree that they will first attempt to settle any dispute arising out of or relating to this agreement or the services provided hereunder through good faith negotiations.
- 13.2 In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation pursuant to the National Mediation rules of the ADR Institute of Canada Inc. All disputes remaining unsettled for more than 60 days following the parties first meeting with a mediator or such longer period as the parties mutually agree upon shall be subject to arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada Inc. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision. The parties hereby waive any such right of appeal which may otherwise be provided for in any provincial arbitration statute made applicable under the National Arbitration Rules.

14. Limitation Period

- 14.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any such claim and in any event no later than two years after the completion of the relevant services. The parties to this Agreement agree that the limitation period established by any limitations act and/or any other applicable legislation shall be considered not to apply (to the extent permitted by law).

15. Intentionally Deleted

16. Termination

- 16.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).
- 16.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all services performed up to the date of termination, including services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

17. Fees and Billings

- 17.1 We will notify you immediately of any circumstances we encounter which could significantly affect our initial fee estimate and planned completion date.
- 17.2 Our professional fees will be based on our regular billing rates which depend on the means by which and by whom our services are provided. We also will bill you for our out-of-pocket expenses, our internal charges for certain support activities, and applicable Harmonized Sales Tax, Goods and Services Tax and Provincial Sales Tax.

- 17.3 Our internal charges are calculated at 5% of our professional fees and represent an allocation of estimated costs associated with general office services such as computer usage, telephone charges, facsimile transmissions, postage and photocopying.
- 17.4 Our accounts are due when rendered. BDO may suspend the performance of Services in the event that you fail to pay an invoice when it is due. Interest may be charged at the rate of 12% per annum on all accounts outstanding for more than 30 days.

18. Governing Laws

- 18.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of the province or territory in which BDO's principle Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

19. Entire Agreement and Survival

- 19.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. It is understood that this letter will not be superseded by any contract with us for other specific services that are not of the same scope as the Services contemplated in this Agreement, unless the other contract explicitly references this Agreement and an intent to supersede it.
- 19.2 The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.

20. Force Majeure

- 20.1 We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

21. Assignment

- 21.1 No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.

22. Severability

- 22.1 If a court or regulator with proper jurisdiction determines that a provision of this Agreement is invalid, then the provision will be interpreted in a way that is valid under applicable law or regulation. If any provision is invalid, the rest of this Agreement will remain effective.



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BDO Canada LLP
600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Direct Line: 604-443-4735
E-mail: ksimpson@bdo.ca

December 13, 2016

Village of Tahsis
977 South Macquinna Drive
Tahsis, British Columbia V0P 1X0

Dear Mayor and Council Members:

We understand that you wish to engage us to provide an audit opinion as to your compliance with Part 8 of the School Act of British Columbia commencing with the period from January 1, 2016 to December 31, 2016 to assist you with compliance with the established provisions of the School Act.

We are pleased to accept appointment as your auditors subject to the terms and conditions of this Agreement, to which the attached Standard Terms and Conditions form an integral part. The definitions set out in the Standard Terms and Conditions are applicable throughout this Agreement. This Agreement will remain in place and fully effective for future periods until varied or replaced by another relevant written agreement.

Our Role as Auditors

We will conduct our audit in accordance with Canadian generally accepted auditing standards for audit reports on compliance with agreements, statutes and regulations. We will plan and perform audit procedures to obtain reasonable assurance as to whether Village of Tahsis complied with Part 8 of the School Act of British Columbia. This will include examining evidence supporting compliance, evaluating the overall compliance with Part 8 of the School Act of British Columbia, and where applicable, assessing the accounting principles used and significant estimates made by management.

We will consider your internal control over financial reporting solely for the purpose of determining the nature, timing and extent of auditing procedures necessary for expressing our opinion on the compliance with Part 8 of the School Act of British Columbia. This consideration will not be sufficient to enable us to render an opinion on the effectiveness of internal control over financial reporting.

Our audit is conducted primarily to enable us to express an opinion on the compliance with Part 8 of the School Act of British Columbia rather than to identify all errors, fraud and other, illegal or possibly illegal acts, significant weaknesses in internal control or other irregularities. In addition, because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material fraud.

We will communicate matters required by professional standards, to the extent that such matters come to our attention, to the appropriate level of management, those charged with governance and/or the Mayor and Council.



Reporting

Our auditor's report on compliance with agreement will be substantially in the form set out in CPA Canada Standards and Guidance, Section 5815. The form and content of our report may need to be amended in light of our audit findings. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and seek to resolve any differences of view that may exist.

Role of Management and Those Charged with Governance

You acknowledge and understand that you have responsibility for:

- (a) the maintenance of records relative to Part 8 of the School Act in compliance with Part 8 of the School Act of British Columbia;
- (b) such internal controls as you determine are necessary to enable the maintenance of records relative to Part 8 of the School Act in compliance with Part 8 of the School Act of British Columbia to prevent and detect fraud and error; and
- (c) providing us with:
 - access, in a timely manner, to all information of which you are aware that is relevant to the maintenance of records relative to Part 8 of the School Act such as records, documentation and other matters;
 - access to Part 8 of the School Act of British Columbia, and analysis by management of any interpretations made when complying with Part 8 of the School Act of British Columbia;
 - additional information that we may request for the purpose of the audit;
 - unrestricted access to persons within the entity from whom we determine it is necessary to obtain audit evidence; and
 - written confirmation concerning representations made to us in connection with the audit. If appropriate and adequate written representations are not provided to us, professional standards require that we disclaim an audit opinion.

Standard Terms and Conditions

A copy of our Standard Terms and Conditions is attached as Appendix 1. You should ensure that you read and understand them. The Standard Terms and Conditions include clauses that limit our professional liability.

Please sign and return the attached copy of this Agreement to indicate your agreement with it. If you have any questions concerning this Agreement, please contact us before signing it.

It is a pleasure for us to be of service and we look forward to many future years of association with you.



Yours truly,

BDO Canada LLP

Chartered Professional Accountants

KLS/mkn

Agreement of all the terms and conditions in this Agreement is hereby acknowledged by:

Village of Tahsis

Signature

Name (please print)

Position

Date

Signature

Name (please print)

Position

Date



Appendix 1 **Standard Terms and Conditions**

1. Overview and Interpretation

- 1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations or understandings, whether oral or written, with respect to Services. To the extent that any of the provisions of the accompanying Engagement Letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.
- 1.2 In this agreement, the following words and expressions have the meanings set out below:
- This Agreement** - these Standard Terms and Conditions, the letter to which they are attached, and any supporting schedules or other appendices to the letter
- Services** - the services provided or to be provided under this Agreement
- We, us, our, BDO** - refer to BDO Canada LLP, a Canadian limited liability partnership organized under the laws of the Province of Ontario
- You, your** - the party or parties contracting with BDO under this agreement, including the party's or parties' management and those charged with corporate governance. You and your does not include BDO, its affiliates or BDO Member Firms
- BDO Member Firm or Firms** - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited
- Confidential Information** - information that contains identifying features that can be attributed to you or individual personnel

2. BDO Network and Sole Recourse

- 2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.
- 2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.
- 2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above as if they were a party to this agreement.



3. *Respective Responsibilities*

- 3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.
- 3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.

4. *Working Papers and Deliverables*

- 4.1 **Ownership** - Any documents prepared by us or for us in connection with Services belong solely to us.
- 4.2 **Oral advice and draft deliverables** - You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
- 4.3 **Translated documents** - If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.
- 4.4 **Reliance by Third Parties** - Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any third party other than you and any party to whom the report is addressed. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.
- 4.5 **Consent to use the Report** - If we are requested to consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document, we will consider, at the relevant time, providing consent and any conditions applicable to our consent. Our consent must be in writing. In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information is materially inconsistent with the related financial information or results of procedures performed. We will require adequate notice of the request for consent to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost.

5. *Confidentiality*

- 5.1 We agree to use Confidential Information provided by you only in relation to the services in connection with which the information is provided and we will not disclose the information, except where required by law, regulation or professional obligation. We may, however, give Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing services.



- 5.2 BDO shall be entitled to include a description of services we render to or for you in marketing and research materials and disclose such information to third parties, provided that all such information will be made anonymous and not associated with you. Additionally, we may analyze information on an industry or sector basis for internal purposes or to provide industry/sector wide information to our clients or potential clients. You consent to our using information obtained from you in this way provided that the outputs therefrom will not contain any identifying features that can be attributed to you.

6. Independence

- 6.1 Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to our clients in the performance of our services. We will communicate to you any relationships between BDO (including its related entities) and you that, in our professional judgment, may reasonably be thought to bear on our independence. Further, we will confirm our independence in writing.

7. Offers of Employment

- 7.1 Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence. Your recruitment of an engagement team member from the current or prior year's engagement may compromise our independence and our ability to render agreed services to you. Engagement team members may include current and former partners and staff of BDO, other BDO Member Firms and other firms who work under our direction. Therefore, you agree to inform us prior to any such discussions so that you and we can implement appropriate safeguards to maintain our independence.

8. Professional and Regulatory Oversight

- 8.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.
- 8.2 Certain regulatory bodies may also have the right to conduct investigations of you, including the services provided by us. To the extent practicable and permitted by law, we will advise you of any such investigation request or order prior to providing our working papers.
- 8.3 You agree to reimburse us for our time and expenses, including reasonable legal fees, incurred in responding to any investigation that is requested or authorized by you or investigations of you undertaken under government regulation or authority, court order or other legal process.

9. Privacy and Consents

- 9.1 You agree we will have access to all personal information in your custody that we require to complete our engagement. We may collect, use, transfer, store, or process such



information disclosed by you of a personal nature (personal information). Our services are provided on the understanding that:

- you have obtained any consents for collection, use and disclosure to us of personal information required under all applicable privacy legislation; and
- we will hold all personal information in compliance with our Privacy Statement.

10. Electronic Communications

- 10.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.
- 10.2 Unless BDO is otherwise advised in writing, by executing this agreement you provide BDO with consent to communicate with you electronically, including sending newsletters, publications, announcements, invitations and other news and alerts.

11. Limitation of Liability

- 11.1 In any dispute, action, claim, demand for losses or damages arising out of the services performed by BDO pursuant to this engagement, BDO shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 11.2 Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 11.3 You agree that BDO shall not be liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount no more than the higher of:
- three times the fees paid by you to BDO in the twelve months preceding the incident giving rise to the claim; and
 - \$25,000.
- 11.4 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 11.5 You agree claims or actions relating to the delivery of services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.



12. Indemnity

12.1 To the fullest extent permitted by applicable law and professional regulations, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:

- a misrepresentation by a member of your management or Mayor Council, regardless of whether such person was acting in your interest
- the services performed by BDO pursuant to this Agreement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the gross negligence of BDO. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by your company, failing which, the matter may be referred to dispute resolution in accordance with the terms of this letter.

13. Alternative Dispute Resolution

13.1 Both parties agree that they will first attempt to settle any dispute arising out of or relating to this agreement or the services provided hereunder through good faith negotiations.

13.2 In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation pursuant to the National Mediation rules of the ADR Institute of Canada Inc. All disputes remaining unsettled for more than 60 days following the parties first meeting with a mediator or such longer period as the parties mutually agree upon shall be subject to arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada Inc. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision. The parties hereby waive any such right of appeal which may otherwise be provided for in any provincial arbitration statute made applicable under the National Arbitration Rules.

14. Limitation Period

14.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any such claim and in any event no later than two years after the completion of the relevant services. The parties to this Agreement agree that the limitation period established by any limitations act and/or any other applicable legislation shall be considered not to apply (to the extent permitted by law).

15. Intentionally Deleted

16. Termination

16.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).



- 16.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all services performed up to the date of termination, including services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

17. Fees and Billings

- 17.1 We will notify you immediately of any circumstances we encounter which could significantly affect our initial fee estimate and planned completion date.
- 17.2 Our professional fees will be based on our regular billing rates which depend on the means by which and by whom our services are provided. We also will bill you for our out-of-pocket expenses, our internal charges for certain support activities, and applicable Harmonized Sales Tax, Goods and Services Tax and Provincial Sales Tax.
- 17.3 Our internal charges are calculated at 6% of our professional fees and represent an allocation of estimated costs associated with general office services such as computer usage, telephone charges, facsimile transmissions, postage and photocopying.
- 17.4 Our accounts are due when rendered. BDO may suspend the performance of Services in the event that you fail to pay an invoice when it is due. Interest may be charged at the rate of 12% per annum on all accounts outstanding for more than 30 days.

18. Governing Laws

- 18.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of the province or territory in which BDO's principle Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

19. Entire Agreement and Survival

- 19.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. It is understood that this letter will not be superseded by any contract with us for other specific services that are not of the same scope as the Services contemplated in this Agreement, unless the other contract explicitly references this Agreement and an intent to supersede it.
- 19.2 The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.

20. Force Majeure

- 20.1 We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts



by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

21. Assignment

- 21.1 No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.

22. Severability

- 22.1 If a court or regulator with proper jurisdiction determines that a provision of this Agreement is invalid, then the provision will be interpreted in a way that is valid under applicable law or regulation. If any provision is invalid, the rest of this Agreement will remain effective.

VILLAGE OF TAHSIS

Report to Council

To: Mayor and Council
From: Chief Administrative Officer
Date: December 12, 2016
Re: Re-zoning application for 456 Cardiac Climb

PURPOSE OF REPORT:

To provide Council with information and supporting documentation in relation to this re-zoning application as described in Zoning Amendment Bylaw No. 589, 2017.

OPTIONS / ALTERNATIVES

1. Receive the report
2. Receive the report and direct staff to provide additional information
3. Do not receive the report

BACKGROUND:

The subject property is zoned C-1 as it was once the location of the Tahsis Legion hall. In 2014 the Legion building was demolished. There is no Legion organization in Tahsis at present.

The property is bare land.

As per the attached title search, the owner is Michael Valasek. His re-zoning application was received on September 20, 2016. He subsequently paid the \$500.00 re-zoning application fee and confirmed via e-mail his reasons for seeking the re-zoning, namely:

1. Reduce his tax burden;
2. The property is not used for commercial purposes; and
3. The property is located in a residential neighborhood

POLICY / LEGISLATIVE REQUIREMENTS:

The *Local Government Act* (ss. 890-894) sets out the public hearing requirements for zoning bylaws. The Act stipulates that a local government cannot adopt a zoning bylaw without first holding a public hearing. However, a local government can waive holding the public hearing if:

- 1) the official community plan is in effect for the area that is subject to the proposed bylaw; and
- 2) the proposed bylaw is consistent with the OCP land use designation for the area.

The Village's Official Community Plan designates the land use for this property as residential, which is the proposed zoning (see attached).

Despite the above, it is well within Council's statutory prerogative to hold a public hearing on this proposed bylaw and rezoning.

DISCUSSION:

The zoning amendment bylaw will result in consistent R-1 zoning in the Cardiac Climb neighborhood and prevent the subject property from being developed commercially. The application is consistent with the OCP and helps the Village achieve the residential land use designation for this property. At present this is the only C-1 zoned property in that neighborhood.

As the property is bare land, any future development would require Village approval.

Staff are not recommending that a public hearing be held.

FINANCIAL IMPLICATIONS:

A rezoning could subsequently result in a change in the property value assessment, thus potentially affecting Village taxation revenue. However, it is difficult to conclusively assert whether taxation revenue would fall, increase or remain roughly the same based on the change from C-1 to R-1.

RECOMMENDATION:

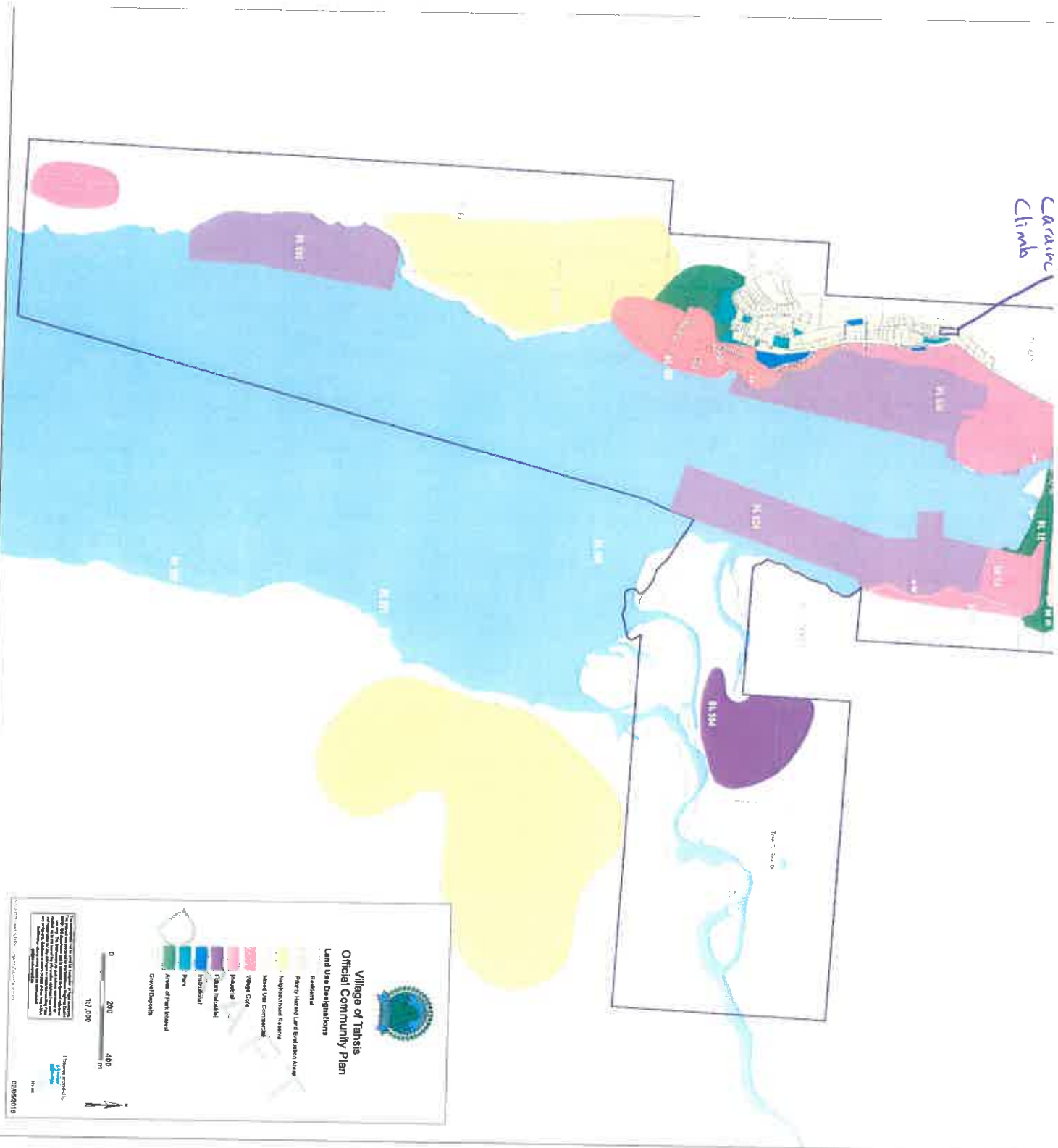
Option 1.

Respectfully submitted:



Mark Tatchell
Chief Administrative Officer

Caravine
Climb



Village of Tahsis
Official Community Plan
Land Use Designations

Legend:

- Residential
- Priority (Town) Land Expansion Area
- Neighbourhood Reserve
- Mixed Use Commercial
- Village Core
- Industrial
- Future Possible
- Park
- Areas of Park Interest
- General Purpose

Scale: 0, 200, 400 m

North Arrow

Copyright © 2015

PRELIMINARY DEVELOPMENT APPLICATION

Date Received:
Pre-Application Case No:
File No: 3220-20
Contact Planner:

Preliminary development applications are intended to give applicants an initial response to their development proposal, before detailed plans are prepared. Please refer to the handout for more information.

Property Description

Street Address: 456 Cardiac Climb

Legal Description: Lot _____ Block _____ DL _____ Plan _____ PID _____

Applicant (Acting on behalf of the owner)

Name: _____
Business Name: _____
Address: _____
Postal Code: _____
Phone No.: _____ Fax: _____
Email: _____ Cell: _____
Applicant's Signature: _____
Date: _____

Owner(s) (Print names of all registered owners)

Mike Valasek
Mailing Address: 805-198 Aquarius Mews
Postal Code: _____
Phone No. 778-773-4387 Fax: _____
Email: _____ Cell 604-356-3127
Owner's Signature(s): mValasek
Date: Sept 19/2016

NOTE: The registered property owners must sign all applications. The owner's signature(s) hereby authorize the applicant to act on behalf of the owner in all matters related to this application. The applicant will be sole contact with the Village during the application process.

Site Information

Development Permit Area (Check applicable boxes.)

- Hazardous Lands Yes No
- Environmental Protection Yes No

Type of Development:

OCP Designation:

Zoning: Residential

General Description of Proposed Development or Inquiry for this site:

Changing zoning from Commercial to Residential.

Submission Requirements - The following items must be provided at the time of an application. Incomplete applications will not be accepted.

- Preliminary application fee (\$500);
- Current Title Search (dated within 14 days of application). If needed, the Village can apply for a title search on your behalf. Inquire at the Village Office for procedures and fees.
- Written outline of the proposed development, including a description of the present and intended use of the site. The outline should indicate the rationale for the project and indicate the impacts and benefits to the community. 6 copies required.
- For subdivisions, context photos of the site and adjacent properties.
- 6 copies of the site plan and other supporting plans submitted at 8½" X 11", 11" X 17" or full size. (Detailed architectural or landscape plans are not necessary at the preliminary application stage.)
- The site plan/sketch should indicate any existing buildings, trees and natural features that might affect the proposal, including areas of steep slope or 41

Mark Tatchell

From: Mike Valasek [mvalasek77@me.com]
Sent: Thursday, October 20, 2016 7:54 PM
To: Mark Tatchell
Subject: Re: Re-zoning of 456 Cardiac Climb, Tahsis, BC

Hello Mark

Thank you for all your hard work in this matter.

All the reasons as to why I want to rezone the property are as you stated.

I have no plans to develop the property.

Thanks so much
Mike Valasek

On Oct 20, 2016, at 5:05 PM, Mark Tatchell <MTatchell@villageoftahsis.com> wrote:

To Michael Valasek,

Thank you for your payment of \$500.00 to initiate the process for re-zoning your property. I am writing now to provide you with further details.

The Village's Zoning Bylaw (No. 176, 1981 Consolidated Version) states at s. 3.7 2):

"Any person wishing to have this Bylaw amended shall apply in writing to the Village Clerk describing the proposed change and furnishing reasons in support of the application. The application shall include a legal description, location and proposed development details. "

As we discussed on Oct 12th, the Village will undertake to get the legal description of the property and bill you for those costs. However, we do require you to provide reasons in support of your application. You advised me during our conversation that your reasons for seeking the re-zoning were to: 1) reduce your tax burden; 2) the property is not used for commercial purposes (it is a bare lot) and 3) it is located in a residential neighborhood. If these are the reasons, can you please confirm in an email? Also, please advise if you intend to develop the lot. Council will wish to know your development plans.

I also need to advise you that Council may require a public hearing before adopting an amendment to the bylaw permitting the re-zoning of your property. However, since the proposed re-zoning is consistent with the Village's official community plan, Council can waive the public hearing requirement. The public hearing requirement is set out in the *Local Government Act* (the relevant section is below).

I look forward to hearing from you regarding the above.

Please feel free to contact me if you have any questions.

Sincerely,

Mark Tatchell
CAO/CFO
Village of Tahsis
(250)934-6344
mtatchell@villageoftahsis.com

Requirement for public hearing before adopting bylaw

464 (1) Subject to subsection (2), a local government must not adopt

- (a) an official community plan bylaw,
- (b) a zoning bylaw, or
- (c) a bylaw under section 548 [*early termination of land use contracts*]

without holding a public hearing on the bylaw for the purpose of allowing the public to make representations to the local government respecting matters contained in the proposed bylaw.

(2) A local government may waive the holding of a public hearing on a proposed zoning bylaw if

- (a) an official community plan is in effect for the area that is subject to the zoning bylaw, and
- (b) the bylaw is consistent with the official community plan.

TITLE SEARCH PRINT

2016-10-24, 14:14:06

File Reference:

Requestor: Tahsis

Declared Value \$3500

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	VICTORIA
Land Title Office	VICTORIA
Title Number	CA2747476
From Title Number	EM91303
Application Received	2012-08-31
Application Entered	2012-09-05
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	MICHAEL VALASEK, CLERK #805-198 AQUARIUS MEWS VANCOUVER, BRITISH COLUMBIA V6Z 2Y4
Taxation Authority	COURTENAY ASSESSMENT AREA VILLAGE OF TAHSIS
Description of Land	
Parcel Identifier:	002-466-392
Legal Description:	LOT 97, DISTRICT LOT 443, NOOTKA DISTRICT, PLAN 26880
Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

VILLAGE OF TAHSIS

ZONING AMENDMENT BYLAW NO. 589, 2017

A BYLAW TO AMEND THE VILLAGE OF TAHSIS ZONING BYLAW NO. 176, 1981 TO RE-ZONE A PARTICULAR LOT WITHIN THE MUNICIPAL BOUNDARY

THE COUNCIL OF THE VILLAGE OF TAHSIS, in open meeting assembled, ENACTS THE FOLLOWING AMENDMENT TO THE ZONING BYLAW NO. 176, 1981 AS FOLLOWS:

PART A - MAP AMENDMENT

1. THAT Lot 97, Plan 26880, District Lot 443, Nootka Land District 39 as coloured in pink on the map attached as Schedule "A" of this Bylaw be re-zoned from C-1 to R-1.

PART B - CITATION

1. This bylaw may be cited as the "Village of Tahsis Zoning Amendment Bylaw No. 589, 2017:.

READ for the first time this 3rd day of January, 2017

READ for the second time this 3rd day of January, 2017

READ for the third time this 17th day of January, 2017

RECONSIDERED, finally passed and adopted this 7th day of February, 2017

ADOPTED BY COUNCIL, SIGNED BY THE MAYOR AND THE CHIEF ADMINISTRATIVE OFFICER AND SEALED WITH THE SEAL OF THE VILLAGE OF TAHSIS.

Mayor

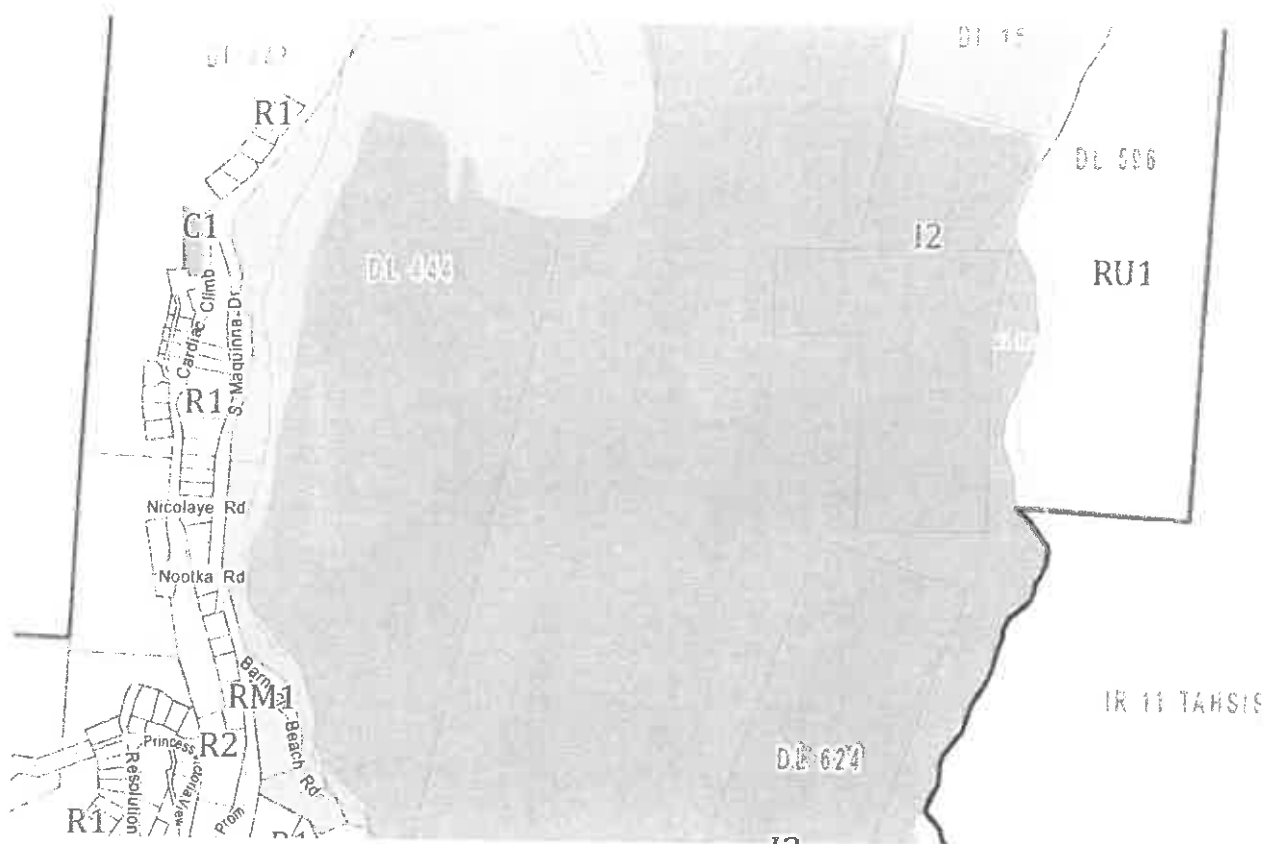
Chief Administrative Officer

I hereby certify that the foregoing is a true and correct copy of the original Bylaw No. 589 duly passed by the Council of the Village of Tahsis on the ____ day of _____, 2017

VILLAGE OF TAH SIS

SCHEDULE "A"

BYLAW NO. 589, 2017



L 1

Box 104
Tahsis, B.C.

Village of Tahsis
977 S. Maquinna

December 15, 2016

To Mark Tatchell, Mayor and Council

Dear Mr. Tatchell,

On March 12, 2016, I asked two Village of Tahsis employees from the works department if they could please inform me as to the location of the outside water meter on our property at 582 Alpine View. It was freezing weather conditions and the water needed to be turned off. They informed me that they would be happy to do it but first, they needed a work order from the Village and instructed me to contact yourself. If you recall, when I did so, you stated that: (i) I would need to pay \$50; (ii) the meter was the property of the Village; (iii) only the Village was permitted to turn the meter on and off and (iv) these instructions were written in the Bylaws.

Since our meeting the weather has turned colder and it is more imperative to locate this turnoff. We own four properties in Tahsis and three are not occupied. When there are freezing conditions, it is only reasonable to take precautions and use preventative measures. For the past twelve years I have sometimes needed to switch water on and off to one or more of our properties because of emergency situations. It has often not been possible to call employees of the Works Department because incidents have sometimes occurred at the weekend. Regardless, there has previously not been a problem having water switched on or off or being shown the locations of turnoffs when I have so requested and there has never been a charge.

This is a small Village. It is unreasonable and unnecessary to charge for this courtesy. Works employees drive past our properties on almost a daily basis. For an employee to notify me of the location of a turnoff on our property does not justify a work order and subsequent charges. When I asked the Village employees for assistance in this regard they were busy installing Christmas Lights outside the Village offices. I pay many thousands of dollars each year in taxes and object to this additional charge for essential information that every homeowner requires.

As a property owner, my wife and I have a right to know the location of a water turnoff that is on our land. Furthermore, I believe it should be clearly visible and properly displayed: not buried and undetectable. Last year, the previous water line broke and it was discovered that the line was being shared with an adjacent house. As a result, a new water line was installed but the turnoff is currently buried somewhere in the grass of our front yard. I need to know the location. This house does not have an inside water turnoff and as a result we suffered thousands of dollars in water damage last year. Obviously, I do not want this nightmare scenario repeated.

I am making a formal request to be shown the location of the outside water turnoff for 582 Alpine View as it is not discernable and was not properly marked since the previous repairs were completed by your employees. If you or Village employees refuse and/or fail to provide me with this information, be advised that I will be holding the Village of Tahsis liable for any and all damage that may result from their failure to disclose this information. Please provide me the copy of a Bylaw which specifies charges for providing the information I am requesting. Thank you.

Sincerely,



Mervyn Brown

RECEIPT

December 9

Received letter addressed to Mr. Mark Tatchell, Mayor and Council, on Thursday ~~March~~ 15th, 2016.

A handwritten signature in black ink, appearing to be 'JSS', written over a horizontal line.

On Behalf of Village of Tahsis



Ref. 40450

DEC 08 2016

Jude Schooner
Mayor
Village of Tahsis
PO Box 219
Tahsis BC V0P 1X0

Dear Mayor Jude Schooner:

I am writing to thank you and your colleagues for our meeting at the Union of British Columbia Municipalities (UBCM) Convention on September 28, 2016 and your letter dated October 14, 2016.

Our discussion focused on the Village of Tahsis' desire to partner with local First Nations in the region on economic development opportunities, including unique tourism experiences, such as a proposed multi-use trail system that would link several communities. I appreciated learning more about the Village of Tahsis' proactive approach to building relationships with First Nations through efforts to engage in reconciliation-focused dialogue. These relationships will form an important foundation as you pursue economic reconciliation opportunities in the region.

You also told me about your desire to bring the "Building Bridges through Understanding the Village" workshop to your community. We discussed potential partners in supporting this workshop and reconciliation dialogues, including the Community to Community (C2C) forum program managed by the UBCM, and specialized programs offered by Reconciliation Canada. For details regarding upcoming C2C intakes, please visit:

<http://www.ubcm.ca/EN/main/funding/lgps/community-to-community-forum.html>

.../2

Reconciliation Canada may also have resources of interest to Tahsis, such as a Reconciliation Dialogue Workshop, or the Kitchen Table Dialogue Guide for Municipal and First Nations Leadership. For more information, you may wish to visit:

<http://reconciliationcanada.ca/programs-initiatives/dialogue-workshops/>

I am pleased to hear that you have applied to the Rural Dividend Fund and that you are considering applying for Canada 150 program funding. If you have any further questions regarding the meeting, please feel free to contact Peter Poland, Manager, Negotiations and Regional Operations, Ministry of Aboriginal Relations and Reconciliation, at 250-751-3250 or Peter.Poland@gov.bc.ca.

Thank you for your invitation to come and visit your community. My office will contact the Village to find a mutually convenient date, and I look forward to the opportunity to see your community first-hand.

Once again, thank you for your time at the convention and for sharing your community's reconciliation objectives with me.

Sincerely,

A handwritten signature in black ink, appearing to read "John Rustad". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

John Rustad
Minister

pc: Peter Poland
Manager, Negotiations and Regional Operations
Ministry of Aboriginal Relations and Reconciliation



Village of Tahsis

October 14, 2016

Our File No.

Honourable John Rustad
Minister of Aboriginal Relations and Reconciliation
PO BOX 9051
STN PROV GOVT
Victoria BC
V8W 9E2

Dear Minister Rustad,

I am writing to thank you for meeting with the Village of Tahsis delegation during the UBCM 2016 Convention.

We are grateful for your Ministry's continued support for the Community to Community program which Tahsis, Gold River and the Mowachaht/Muchalaht First Nations have used to build and strengthen the relations between the three communities culminating most recently in a Vision Statement signed by Mayor Unger, Chief Maquinna and myself.

Our path toward reconciliation would be promoted by sponsoring the "Understanding the Village" workshop – a collaboration of several Cowichan Elders and skilled facilitators. This workshop was held at the UBCM and AVICC conventions this year to great acclaim. The workshop guides participants through the experience of being colonized as a village by which they learn about history, difference in governance structures and the roles of traditional and cultural values. We would be grateful for your Ministry's assistance in hosting this workshop in Tahsis. We will also consider an application under the Canada 150 program, as you suggested.

Tahsis, Zeballos, the Mowachaht/Muchalaht First Nation and the Ehattesaht/Chinehkint First Nation have partnered to develop, construct and operate a multi-use trail system on the traditional territory of the Ehattesaht/Chinehkint and Mowachaht/Muchalaht. An application under the Rural Dividend Fund will be submitted before the October 31st deadline seeking funding for environmental assessments and related work prior to proceeding with an application under the *Forests and Range Practices Act* and funding for construction. Your support for the Rural Dividend application would be most appreciated.

Village of Tahsis
977 South Maquinna Drive
P.O. Box 219, Tahsis, BC V0P 1X0
TEL: (250) 934-6344 FAX: (250) 934-6622
www.villageoftahsis.com

In closing, we look forward to welcoming you to the Village of Tahsis on the traditional territory of the Mowachaht/Muchalaht to share with you the important work that we have done on the path towards reconciliation and where we see the future opportunities to sustain our progress.

Sincerely,

A handwritten signature in black ink, appearing to read "Jude Schooner", written in a cursive style.

Mayor Jude Schooner

cc: Tyee Ha'wilth Mike Maquinna



L3

3301 East Pender Street, Vancouver BC, V5K 5J3 Canada
t 604-215-4702

Mayor Jude Schooner
Tahsis
Box 219
Tahsis, BC V0P 1X0

December 01, 2016

Dear Mayor Schooner,

On behalf of the Board of Directors, I am pleased to provide you with a copy of PRIMECorp's Annual Report for the April 1, 2015-March 31, 2016 reporting year.

This has been an important year for PRIMECorp as we continued to advance many initiatives in support of our commitment to security and service.

From undertaking multiple projects that further enhanced the security of the PRIME-BC system, to assisting partners with the implementation of a critical upgrade to the records management system software and building on our overall system resiliency through geo-diversity, our dedicated staff worked hard to ensure the most effective and secure records management system possible for the policing community. I am also pleased to advise you that PRIMECorp maintained a favourable financial position for the third year in a row due to careful planning and the guidance and oversight of the Board of Directors.

Our Annual Report is a snapshot of the work that has been undertaken in this reporting period and we hope you find it valuable. To obtain copies of PRIMECorp's 2015-2016 Audited Financial Statements, including the Auditor's Report and Notes to the Financial Statements, please visit www.primecorpbc.ca.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "David W. Guscott". The signature is fluid and cursive.

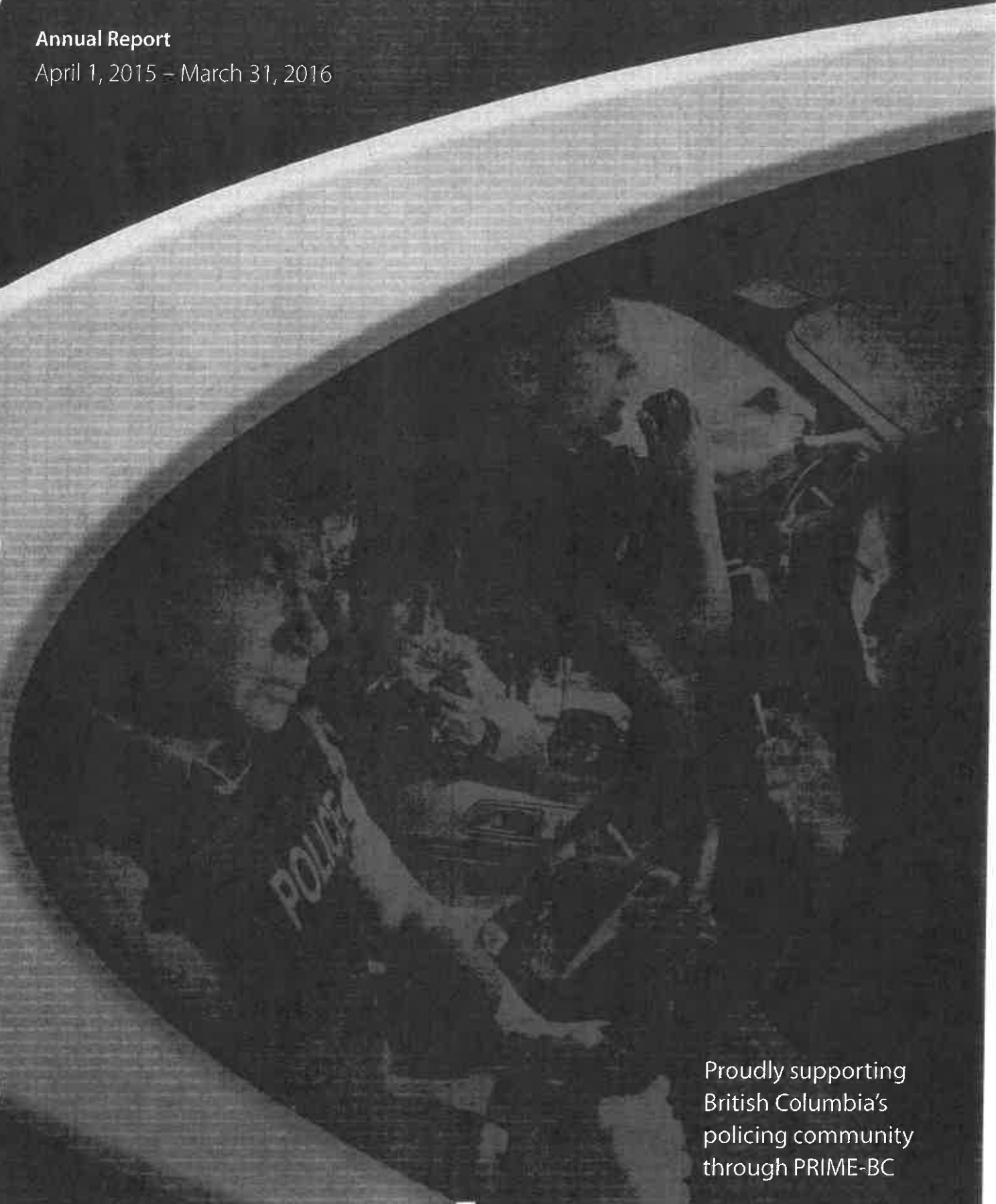
David W. Guscott, ICD.D
Chief Executive Officer
PRIMECorp

604.215.5002
david.guscott@primebc.ca

L3



Annual Report
April 1, 2015 – March 31, 2016



Proudly supporting
British Columbia's
policing community
through PRIME-BC

2015-2016 Overview

One of the most important tools for a police officer is information. To be most effective, it needs to be accurate, current, easily accessible, secure, and able to be shared among all police agencies. These are the critical elements needed to safely and appropriately respond to in-progress crimes, investigate ongoing criminal activity and analyze crime trends. As the custodian of this information, PRIMECorp's primary focus is the security of data held within PRIME-BC (Police Records Information Management Environment) and the service our team provides to the police personnel who rely on it.

In 2015-2016, PRIMECorp undertook a number of initiatives to support our primary objectives of providing quality service to our police partners and a secure and resilient PRIME-BC system. These included: reviewing our organizational and service delivery models; introducing new initiatives that further enhanced system and network security monitoring; increased system resiliency through geo-diversity; improved risk management processes; and heightened security awareness among employees.

PRIMECorp deployed new and enhanced tools for monitoring activities on the PRIME-BC system in order to identify early indicators for potential cyberattacks. The organization also developed a comprehensive new approach to addressing potential security-related risks, including early detection, identification, documentation and prioritization for resolution. PRIMECorp staff are committed to data and application security and proper control and safeguarding of operational information and we are proud of the well-informed, security-aware culture they have embraced.

The organization also partnered with E-Comm, the emergency communications centre serving regional districts and other communities across British Columbia, to acquire data centre space outside the Lower Mainland with the objective of further enhancing PRIMECorp's

About PRIME-BC

PRIME-BC is the information management system police across British Columbia use to access data and other critical information that helps them prevent and solve crime. It is the only multi-jurisdictional police records management (RMS) and computer-aided dispatch system covering an entire province in Canada and has been described as unique, leading edge and a model for sharing police information in North America.

PRIME-BC facilitates the sharing of information between agencies and real-time access to the vital data that supports frontline policing, criminal investigations and crime analysis. The PRIME-BC system supports 13 independent and provincial police agencies and 135 RCMP detachments in British Columbia. More than 9,500 police officers interact with PRIME-BC.

About PRIMECorp

PRIMECorp is the organization that manages PRIME-BC by providing operational and technical support for the system. In short, PRIMECorp is the custodian of police information and data contained within PRIME-BC.

A ten-member board of directors, composed of senior police officials and representatives from both municipal and provincial government, oversees PRIMECorp. The board is responsible for the organization's strategic direction and its financial and operational results.

business continuity plans. Although all of the current PRIME-BC computing infrastructure is resilient with full hardware redundancy, and all operational data is already fully replicated off-site, this new site is in an area at very low risk for disruptive seismic activity. The new data centre is being developed jointly between PRIMECorp and E-Comm, allowing PRIMECorp to benefit from reduced costs.

Finally, PRIMECorp's overall financial results for the fiscal year ended March 31, 2016 were again favourable, signalling that the organization has developed a sustainable financial path to carry it forward into the future. Full financial results, including the Auditors' report, can be found on primecorpbcc.ca, PRIMECorp's new web site, launched this past reporting year.



Financial Highlights

2015-2016 financial results are significantly better than budgeted, with an annual operating surplus of \$606,000 (compared to the annual budget surplus of \$91,000). These results reinforce that PRIMECorp is financially, operationally and organizationally stable and well-positioned to continue to invest in technology and service improvements.

The board of directors also approved the 2016-2017 budget and financial forecasts for the next four years, incorporating existing core services and future planning for evolving technologies. The 2016-2017 budget will continue to be aligned with the board-approved Strategic Financial Plan, which supports and delivers stable and predictable levies for municipal funders. This commitment to advance notice of future levy estimates ensures PRIMECorp funders benefit from financial stability with respect to their PRIMECorp levies and also allows for incorporation in their municipal budget cycles and financial planning cycles.

PRIMECorp's focus remains on ensuring funds are directed to areas that will provide the highest level of service to agencies using the PRIME-BC system, to ensure fiscal management is rooted in cost effectiveness, and that the system is prepared for significant policing technology upgrades and new applications in the future.

2015-2016 FINANCIAL HIGHLIGHTS

- Ended the fiscal year with an annual surplus of \$606,000. This is significantly better than anticipated and supports the strategic goals of the organization and its financial sustainability.
- A three per cent (3%) per officer levy increase in fiscal 2016-2017, which is consistent with the Strategic Financial Plan approved by the board in 2014, and in line with current forecasts. One per cent (1%) of this increase will be allocated to fund required technology upgrades in the future.
- A projected maximum three per cent (3%) per officer levy increase in 2017-2018 through to 2020-2021, a portion of which (1%) will continue to be allocated to surplus for system life cycle refresh.

Operational Highlights

Service and security continued to be key areas of focus for PRIMECorp Operations in 2015-2016. Staff worked on various initiatives to further enhance information security, data quality, and provide for faster and more efficient processes for managing and communicating service changes, issues and upgrades.

2015-2016 OPERATIONAL HIGHLIGHTS

- Supported the PRIME user community through a significant upgrade of RMS application software
- Implemented network monitoring tools that provide real-time reports on potential attacks to the network so that the potential threats can be mitigated immediately.
- Facilitated agency participation in the development of best practices to improve the quality of data in the PRIME-BC Master Name Indices.
- Initiated educational activities for employees to gain more knowledge about cybersecurity.

Technology Overview

The PRIME-BC system requires a robust and stable infrastructure to ensure the security of data and quality of service to participating agencies.

Throughout 2015-2016, PRIMECorp and its technical service partner, E-Comm, continued to enhance the delivery of PRIME-BC services through a variety of technical and security enhancements and investments in training and tools for technical staff. The PRIME-BC systems have provided consistent, stable service to the police user community throughout the year, during the ongoing program of updates and enhancements.

2015-2016 TECHNOLOGY HIGHLIGHTS

- Upgraded the PRIME-BC Records Management System application software to the latest version, providing enhanced features and functionality for users.
- Undertook detailed design and planning for the upcoming refresh of PRIME-BC infrastructure, including introduction of new infrastructure support and management processes.
- Continued technical work in support of business intelligence and crime analysis programs used by the PRIME-BC police community.

2015-2016 Financial Highlights

Statement of Operations

Year-ended March 31, 2016, with comparative information for 2015

	Budget	2016	2015
Revenue	\$10,558,560	\$10,673,114	\$10,342,957
Expenses	10,467,550	10,067,594	9,668,551
Annual surplus	91,010	605,520	674,406
Accumulated surplus, beginning of year	4,955,135	4,955,135	4,280,729
Accumulated surplus, end of year	\$5,046,145	\$5,560,655	\$4,955,135

To obtain copies of PRIMECorp's 2015-2016 Audited Financial Statements, including the Auditor's Report and Notes to the Financial Statements, please visit primecorpbc.ca.

2015-2016 PRIMECorp Board of Directors

Clayton Pecknold	<i>Assistant Deputy Minister and Director of Police Services, Ministry of Justice (Board Chair)</i>
Denis Boucher	<i>Superintendent, RCMP</i>
Derek Corrigan	<i>Mayor, City of Burnaby</i>
Robert (Bob) Downie	<i>Chief Constable, Saanich Police Department</i>
David Guscott	<i>President & CEO, E-Comm</i>
Steve Jones	<i>Chief Constable, New Westminster Police Department</i>
Norman Lipinski *	<i>Former Assistant Commissioner, RCMP</i>
Peter Milobar	<i>Mayor, City of Kamloops</i>
David Stuart	<i>CAO, District of North Vancouver</i>
Daryl Wiebe	<i>Superintendent, Vancouver Police Department</i>

* Director Lipinski retired from the board in early 2016 and the board thanks him for his service. The RCMP's second seat on the board was filled by Assistant Commissioner Brenda Butterworth-Carr in September 2016.

PRIMECorp Leadership Team

David Guscott	<i>ICD.D, Chief Executive Officer</i>
Bob Gehl	<i>Chief Operating Officer</i>
Beatrix Nicolato	<i>CPA, CGA, Chief Financial Officer</i>
Michael Webb	<i>P.Eng, Chief Technology Officer</i>
Jody Robertson	<i>Chief Communications Officer & Corporate Secretary</i>



Proudly supporting British Columbia's
policing community through PRIME-BC

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