

Staff Report to Council

Planning and Development

REPORT DATE: May 04, 2021

MEETING DATE:

May 18, 2021

TO: Mayor and Council

FROM: Anne Berry, Director of Planning & Development

SUBJECT: Renewal of Adjudication Agreement – City of Coquitlam

CHIEF ADMINISTRATIVE OFFICER REVIEW/APPROVAL:



RECOMMENDATION(S): THAT Council:

- A. Grant first, second and third readings to the Bylaw Enforcement Notice Adjudication Services Agreement Amendment Bylaw No. 2889, 2021; OR
- B. Other.

PURPOSE

To seek Council approval to renew the Adjudication Agreement with the City of Coquitlam for adjudication services and establish the procedures associated with the proposed adjudication process.

☐ Information Report

☒ Decision Report

☐ Direction Report

DISCUSSION

Background:

The *Local Government Bylaw Notice Enforcement Act* provides a framework for a non-judicial system of resolving bylaw ticket disputes for local governments and their citizens. The legislation's goal was to provide a simple, fair and cost-effective method for dealing with minor bylaw infractions. Under the Act, local governments may establish a local government bylaw dispute adjudication system, more simply known as an adjudication system, which replaces the Provincial Court as the venue for resolving disputes of minor municipal bylaw breaches.

The framework established in the legislation requires the local government to cover the costs of the dispute administration and the cost of the adjudicators. This is seen as potential cost savings for municipalities because it reduces requirements for service of documents and court attendance by bylaw enforcement officers and greater control over the scheduling and outcome of upheld tickets. Initiating formal court proceedings can be costly, and some local governments choose to avoid these enforcement costs by abandoning enforcement if voluntary compliance is not forthcoming. The legislation is designed to enable the creation of simple, cost-effective administrative systems for enforcing minor bylaw infractions, such as parking tickets, dog licensing, minor zoning infractions and water restriction violations.

The two main features of an adjudication system are a simple ticket process for initiating enforcement and a locally managed venue for a non-judicial adjudicator to hear ticket disputes. A bylaw notice is an infraction to a city bylaw and may be written by a bylaw enforcement officer and delivered in various ways, including in-person or by being left on a vehicle. Once the Bylaw Notice is received or presumed received, it becomes legally effective, and the recipient has 14 days after receipt of the Bylaw Notice to take action. Within that period, the person named on the Notice, or the registered owner of the car if it was left on a vehicle, must either pay the fine amount noted on the Notice or notify the local government that he or she wishes to dispute the allegation. If the person does neither, the total amount of the Notice will be due and owing to the City (see Attachment A).

To reduce the number of disputed Notices forwarded to adjudication, the City of Pitt Meadows has established screening officers (internally, one of our bylaw officers is appointed as a screening officer) to review disputed Notices, as is permitted by provincial legislation. A screening officer may conduct the review based on discussion or correspondence with the disputant and will typically explain the process and potential consequences of dispute adjudication.

Adjudication of the Dispute

At the adjudication hearing, an adjudicator will hear from both the disputant and the City and decide whether he or she is satisfied that the contravention occurred as alleged. When considering a matter, the adjudicator can review documents submitted by either party or hear from the parties or witnesses over the telephone. All adjudications are open to the public.

If the Bylaw Notice is confirmed, the fine amount noted on the face of the Bylaw Notice is payable to the local government. In addition, a locally established fee to recover a portion of the cost of the dispute may be imposed. This fee is \$25 as established by the Act. The decision of the adjudicator is final, and the Act does not allow for appeals.

Adjudication Services Agreement

The City of Coquitlam has been providing adjudication services to the City of Pitt Meadows since 2009, under an agreement that expired in 2021.

These services include using the civic facilities in the City of Coquitlam and hearing time with an adjudicator. In exchange for the services, the City of Pitt Meadows agreed to pay a fee of two hundred dollars for each Bylaw Enforcement Notice that is scheduled for adjudication. In the agreement, the City of Pitt Meadows is responsible for carrying comprehensive general liability insurance with a minimum amount of coverage of five million dollars.

Since its inception in 2009, the City of Pitt Meadows has had five ticket disputes proceed through adjudication in Coquitlam.

The fee charged is to offset the administrative costs of providing the service, including staff time, booking at City Hall on the dates, and the cost of the adjudicator, which the City of Coquitlam pays for each time (it is \$425 per session). The fee-per-dispute in the Agreement is designed to achieve full cost recovery from Pitt Meadows. The fee has always been \$200 per ticket since the inception of the Agreement. The City of Coquitlam has reviewed this fee, and their staff recommended no changes.

Staff is not recommending any changes to the agreement with the City of Coquitlam. This was approved by the City of Coquitlam Council on April 19th, 2021.

COUNCIL STRATEGIC PLAN ALIGNMENT

- ☐ Principled Governance ☐ Balanced Economic Prosperity ☐ Corporate Excellence
☒ Community Spirit & Wellbeing ☐ Transportation & Infrastructure Initiatives
☐ Not Applicable

FINANCIAL IMPLICATIONS

- ☒ None ☐ Budget Previously Approved ☐ Referral to Business Planning
☐ Other

This is a budgeted service that the City offers.

PUBLIC PARTICIPATION

- ☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower
-

KATZIE FIRST NATION CONSIDERATIONS

Referral ☐ Yes ☒ No

SIGN-OFFS

Written by:

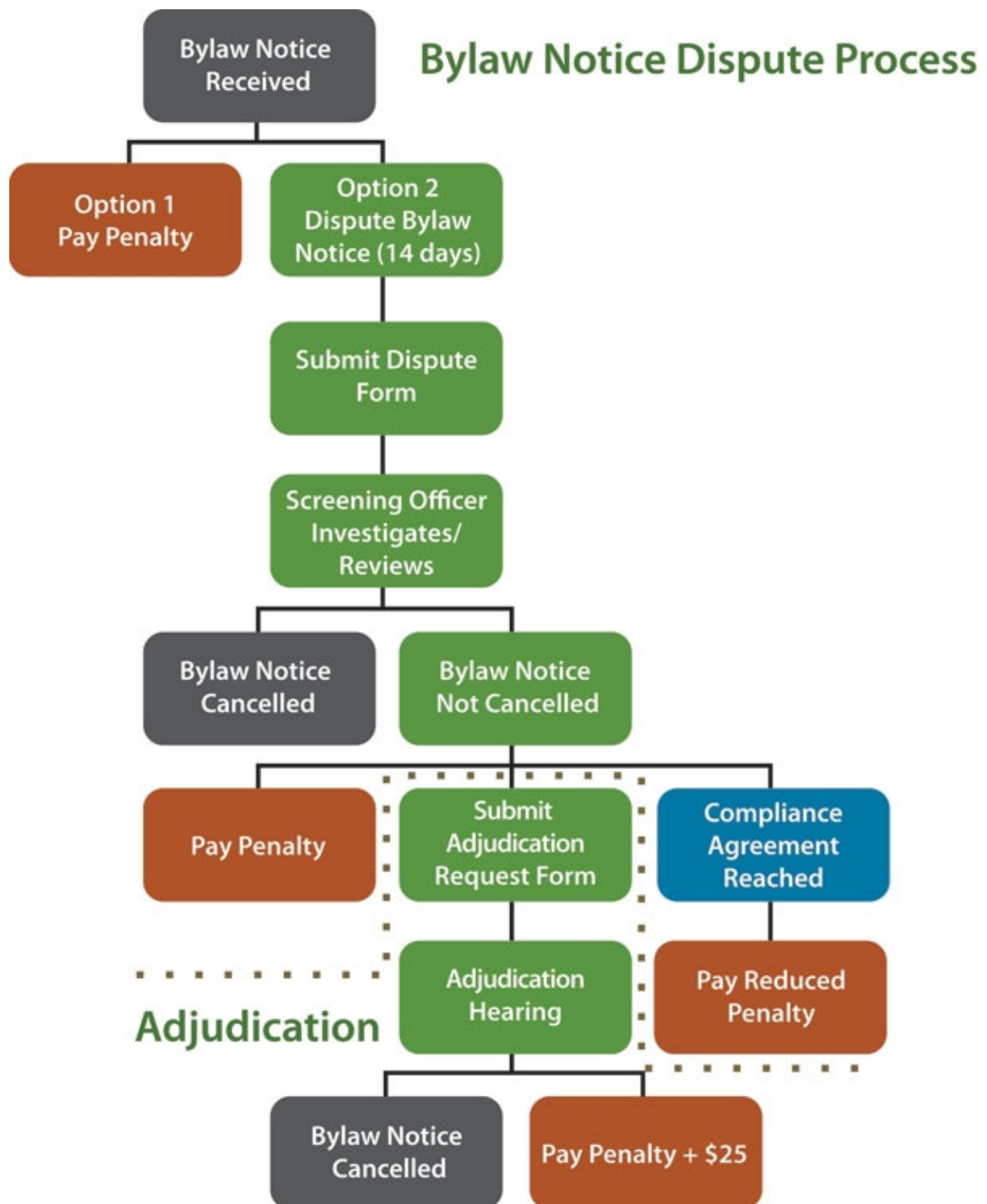
Chantal Gemperle,
Supervisor of Building & Bylaws

Reviewed by:

Alex Wallace,
Manager of Community Development

ATTACHMENT(S):

- A. Bylaw Notice Dispute Process Graphic
- B. Bylaw Enforcement Notice Adjudication Services Agreement Bylaw No. 2889, 2021



CITY OF PITT MEADOWS
BYLAW ENFORCEMENT NOTICE ADJUDICATION SERVICES AGREEMENT
AMENDMENT BYLAW NO. 2889, 2021

A Bylaw to extend the terms of the Adjudication Services Agreement with the City of
Coquitlam

WHEREAS:

- A. Pitt Meadows City Council previously adopted Bylaw Enforcement Notice Adjudication Services Agreement Bylaw No. 2732, 2016 ("Adjudication Bylaw"); and
- B. Council wishes to extend the terms of the Adjudication Services Agreement under the Adjudication Bylaw;

NOW THEREFORE the Council of the City of Pitt Meadows enacts as follows:

Citation/Title

- 1. This Bylaw may be cited as the "Bylaw Enforcement Notice Adjudication Services Agreement Amendment Bylaw No. 2889, 2021."

Amendments

- 2. Schedule "A" of the Adjudication Bylaw is repealed and replaced with Schedule "A" attached to this Bylaw.

READ a FIRST, SECOND, and THIRD time on [DATE].

ADOPTED on [DATE].

Bill Dingwall
Mayor

Kate Barchard
Corporate Officer

SCHEDULE "A"

ADJUDICATION SERVICES AGREEMENT

THIS AGREEMENT is dated for reference the day of , 2021.

BETWEEN:

CITY OF PITT MEADOWS

12007 Harris Road
Pitt Meadows, BC
V3Y 3B5

("Pitt Meadows")

AND:

CITY OF COQUITLAM

3000 Guildford Way
Coquitlam, BC
V3B 7N2

("Coquitlam")

WHEREAS:

- A. Pursuant to Schedule 1 of the *Bylaw Notice Enforcement Regulation*, B.C. Reg. 175, 2004, Coquitlam and Pitt Meadows are both authorized to issue Bylaw Enforcement Notice tickets pursuant to the *Local Government Bylaw Notice Enforcement Act*, S.B.C. 2003, c. 60 (the "Act") and to have those tickets heard in accordance with the Act and regulations thereto;
- B. Pitt Meadows has requested that Coquitlam consider jointly administering the adjudication of tickets issued by Pitt Meadows in accordance with the Act and regulations thereto; and
- C. Coquitlam has agreed to provide adjudication services to Pitt Meadows pursuant to the Act and its regulations on the following terms and conditions.

NOW THEREFORE in consideration of the mutual premises contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERM

- 1. The term of the Agreement shall be from June 1, 2021 until May 31, 2031 (the "Term") and will terminate automatically upon the expiration of the Term.

EARLY TERMINATION

- 2. Each party to the Agreement shall have the right to terminate this Agreement on thirty (30) days' written notice delivered to the non-terminating party.

3. This Agreement will also terminate automatically upon either:
 - (a) the repeal of the City of Coquitlam or City of Pitt Meadows bylaw authorizing this Agreement; or
 - (b) a finding of invalidity by a court of either the City of Coquitlam or the City of Pitt Meadows enabling bylaw to which this agreement is attached, but only after the time for appeal has passed or the parties have exhausted their rights of appeal.

SERVICES

4. For the purpose of conducting Bylaw Enforcement Notice (“BEN”) adjudications, Coquitlam will provide to Pitt Meadows the following services:
 - a. the use of the civic facilities in the City of Coquitlam; and
 - b. hearing time with an adjudicator appointed from the Roster of Adjudicators who will adjudicate Pitt Meadows BENs at each scheduled hearing(the “Services”).
5. Coquitlam will have the sole discretion to set and alter the schedule for adjudication hearings related to BENs issued by Pitt Meadows, to change the location where the Services will be provided, and to change the adjudicator who will conduct the hearing of the BENs.
6. In exchange for the Services, Pitt Meadows agrees to pay a fee (the “Adjudication Fee”) of two hundred dollars (\$200.00) for each BEN that is scheduled for adjudication, regardless of whether the disputant attends or fails to attend to the hearing.
7. The parties agree that it is the sole responsibility of Pitt Meadows to ensure compliance with all matters set out in the Act and the Regulations in relation to the administration of the adjudication system.
8. The parties further agree that Coquitlam’s sole responsibility under the terms of this Agreement is the provision of the Services, and that it will not be responsible for any other matters related to the administration of the Act or the BEN system established in Pitt Meadows, including, but not limited to, the appointment of a Screening Officer, the completion, monitoring and enforcing of Compliance Agreements, or the collection of fines.

INVOICING AND PAYMENT

9. Coquitlam will invoice Pitt Meadows for the Adjudication Fee no more than thirty (30) days following the provisions of the Services to which the invoice pertains.
10. Pitt Meadows will pay any invoices issued by Coquitlam within thirty (30) days from the date of receipt of the invoice from Coquitlam.

INDEMNIFICATION AND INSURANCE

11. The parties agree that Coquitlam shall not be liable for any damage, loss, theft, destruction of property, bodily injury (including death), personal, psychological or mental injury, damages for personal discomfort or illness or consequential injury or damage, whether direct or indirect,

sustained by Pitt Meadows, its agents or employees, or any other person attending to Coquitlam as a result of this Agreement, howsoever occurring, except to the extent that such injury or damage is caused directly by the negligence or willful misconduct of Coquitlam, its agents or employees.

12. If Coquitlam is made a party to any claim or litigation commenced in connection with this Agreement, Pitt Meadows will indemnify and hold harmless Coquitlam, and shall pay all costs, expenses and reasonable legal fees incurred or paid by Coquitlam in connection with such claim or litigation, except to the extent that such claim or litigation is caused directly by the negligence or willful misconduct of Coquitlam, its agents or employees.
13. Pitt Meadows agrees that it will carry comprehensive general liability insurance or participate as a member in a self-insurance scheme to protect against claims as may be brought in relation to the subject matter of this Agreement with a minimum amount of coverage of \$5,000,000.

GENERAL

14. This Agreement will be governed by and construed in accordance with the laws of British Columbia.
15. Any notice required or permitted to be given by a Party hereunder may be given by delivery to the address shown on the first page of this Agreement or such other addresses as the Parties may agree to in writing from time to time.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement as of the day and year first above written.

IN WITNESS WHEREOF the Corporate Seal of)
The City of Pitt Meadows was hereunto)
affixed in the presence of:)

C/S

MAYOR

CITY CLERK

IN WITNESS WHEREOF the Corporate Seal of)
The City of Coquitlam was hereunto)
affixed in the presence of:)

C/S

MAYOR RICHARD STEWART

CITY CLERK JAY GILBERT