



This is the 1<sup>st</sup> Affidavit  
of EDWIN GRIEVE in this case  
and was made on 18/Dec/2018

**No. S1811213**  
**VANCOUVER REGISTRY**

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**3L DEVELOPMENTS INC.**

**PETITIONER**

**AND:**

**COMOX VALLEY REGIONAL DISTRICT**

**RESPONDENT**

**AFFIDAVIT**

I, EDWIN GRIEVE, local government elected official, of 600 Comox Road, Courtenay, British Columbia, V9N 3P6, SWEAR THAT:

1. I am the elected director on the Board (the "Regional Board") of the Respondent, Comox Valley Regional District, (the "Regional District"), for Electoral Area "C", and have held that position at all times relevant to this matter. I have personal knowledge of the matters hereinafter deposed to, save and except where those matters are stated to be based on information and belief, and to such latter matters, I verily believe the same to be true.
2. On March 29, 2011, the Regional Board adopted the "Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010", (the "RGS Bylaw"), which bylaw enacted the "Comox Valley Regional Growth Strategy", (the "RGS").

3. The Petitioner, 3L Developments Inc., ("3L Developments"), is and has been for some time interested in proceeding with the development of three parcels of land (the "Development Lands") located within Electoral Area "C". The development of the Development Lands is subject to the policies set out in the RGS.
4. On May 22, 2013, 3L Developments made application (the "RGS Amendment Application") to the Regional District to amend the RGS as a first step to authorizing 3L Developments to proceed with the development of the Development Lands for a large-scale commercial and residential development, commonly referred to as the proposed "Riverwood Development".
5. On January 13, 2014, I became aware that Mr. Kabel Atwall, a representative of 3L Developments, had filed a complaint (the "Human Rights Complaint") with the British Columbia Human Rights Tribunal against the Regional District, Ms. Debra Oakman, who was at that time the Chief Administrative Officer of the Regional District, and me.
6. In the Human Rights Complaint, Mr. Atwall alleged that I had stated to members of the Regional District and or others that I would not support the proposed Riverwood Development or any other developments or applications by 3L Developments as I refused to "be directed by an East Indian" (the "Alleged Discriminatory Statements").
7. I categorically deny ever making the Alleged Discriminatory Statements. Specifically, I have never made the Alleged Discriminatory Statements to members of the Regional District or to any other individual. Moreover, I have never made any discriminatory statements about Mr. Atwall to members of the Regional District or to any other individual.

8. By way of a Settlement Agreement (the "Settlement Agreement") executed on May 5 and 7, 2014, the Regional District, Ms. Oakman, and I settled the Human Rights Complaint with Mr. Atwall.
9. The Regional District, Ms. Oakman, and I agreed to the settlement (the "Settlement") as set out in the Settlement Agreement on the express understanding and condition that the Settlement was made solely as a matter of business efficacy and was not to be construed as an admission of liability. Notwithstanding our agreement to the Settlement, the Regional District, Ms. Oakman, and I expressly denied any liability to Mr. Atwall. The Settlement Agreement expressly provided for the above in paragraphs 11 and 12. To be clear, the Regional District, Ms. Oakman, and I only agreed to the Settlement on the basis that the monetary cost of settling the Human Rights Complaint was significantly less than the monetary cost of defending it.
10. As part of the Settlement, the Regional District, Ms. Oakman, and I agreed that:
  - (a) Ms. Oakman and I would recuse ourselves from further involvement relating to the Development Lands, with the Regional District establishing appropriate safeguards to ensure that Ms. Oakman and I had no further involvement relating to the Development Lands;
  - (b) Ms. Oakman and I would not attend or participate in any meetings of the Regional District with respect to any matter relating to the Development Lands;
  - (c) I would select an alternate director acceptable to Mr. Atwall; and,
  - (d) Ms. Oakman and I would not discuss the Development Lands or any applications submitted to the Regional District in relation to the lands with any potential alternate director.


11. After I entered into the Settlement Agreement, and upon receiving the consent of Mr. Atwall, I appointed Mr. Curtis Scoville as my alternate director.
12. After I entered into the Settlement Agreement, I immediately recused myself from any involvement in any matters relating to the Development Lands, and ceased attending or participating in any meetings of the Regional District with respect to any matter relating to the Development Lands.
13. As a result of my actions as set out in paragraph 12 of this my Affidavit, Mr. Scoville has, as the representative for Electoral Area "C", dealt with all matters relating to the Development Lands and, whenever he has been available, has attended and participated in all meetings of the Regional District with respect to any matter relating to the Development Lands.
14. Since entering into the Settlement Agreement, I have not discussed the Development Lands or any applications submitted to the Regional District in relation to the Development Lands, including the RGS Amendment Application, with Mr. Scoville.
15. I did participate in the process for the adoption of the "Rural Comox Valley Official Community Plan Bylaw No. 337, 2014", (the "OCP Bylaw"). At the time of my participation in that process, I did not believe that the Settlement Agreement precluded my participation in the process. The OCP Bylaw enacted a new Official Community Plan that set out general land use policy for all lands within Electoral Areas "A", "B", and "C" of the Regional District, except for Denman and Hornby Islands, which lands make up approximately 75% of the Regional District's territorial jurisdiction. I neither intended that the Settlement Agreement require me to recuse myself from participating in relation to such a broad policy matter nor understood it to do so.

16. Upon Mr. Atwall raising my participation in the process for adoption of the OCP Bylaw with the Regional District, the Regional District took steps to make the OCP Bylaw inapplicable to the Development Lands. While the Regional District did not agree with Mr. Atwall that my participation in the process for adoption of the OCP Bylaw was in violation of the Settlement Agreement, the Regional District did not believe it to be in the public interest to engage in a debate of the issue. Rather, the Regional District took steps to resolve the issue by excluding the Development Lands from the application of the OCP Bylaw. The Regional District was of the view that the public interest was better served by having me involved in the process for the adoption of the OCP Bylaw, with it not applying to the Development Lands, than by excluding me from involvement in the process for the adoption of the OCP Bylaw, with it applying to the Development Lands. In the end, I participated in the adoption of the OCP Bylaw, with that bylaw ultimately not applying to the Development Lands.

SWORN BEFORE ME at Courtenay, British Columbia, on 18/Dec/2018.



A Commissioner for taking Affidavits for British Columbia



Edwin Grieve

**A COMMISSIONER FOR TAKING  
AFFIDAVITS FOR BRITISH COLUMBIA**



**Jake Martens**  
600 COMOX ROAD  
COURTENAY, BC V9N 3P6  
PHONE: 250-334-6000