

FONVCA

Draft Minutes of FONVCA meeting Wednesday June 15th 2016

Place: DNV Hall – 355 West Queens Road, North Vancouver

Time: 7:00 – 9:00 pm

Attendees:

Margaret Fraser (Chair pro-tem)	Lynn Valley CA
Arlene King	Norgate Park CA
Babs Perowne (notetaker)	Association of Woodcroft Councils
Corrie Kost	Edgemont & Upper Capilano CA
Eric Andersen	Blueridge CA
John Miller	Lower Capilano Community residents Association
Val Moller	Association of Woodcroft Councils
Diana Belhouse	Delbrook CA
David Knee	Norgate Park CA

Welcome to last meeting of FONVCA. The first meeting of NVCAN will be Wednesday, September 21, 2016 in this location at 7:00 pm.

1. Order/content of Agenda

Addition of new items: Heritage Preservation (6d), Council Meeting delegation of authority to Noise By-law (6e), DNV Annual Report (6f), Workshop on Trees (6g).

2. Adoption of Minutes

Under “Delbrook” Diana Belhouse noted that was “Delbrook Dialogue”, not “Delbrook digest” that suggested consultation be 50/50.

3. Roundtable of “Current Affairs”

EUCCA: Corrie reported that at a general meeting of trees, Guy’s presentation received so many questions that a follow-up session will be scheduled. Issues over the distinction between heritage species were identified. Once a heritage species tree was planted the homeowner could not change it. Whereas the homeowner could change other species below a certain diameter.

Capilano Rd will be free of construction by the end of July, construction to resume in late fall (relating to water main replacement connections at Edgemont Blvd). Some request to retain traffic mitigation until after construction completed. Transit reverting (more or less) to normal with slight delays. Tour bus travels south via Highlands, north via Capilano.

Delbrook: Diana reported preparing for Saturday meeting on Delbrook lands, met with Mayor and all councilors except Mackay-Dunn. Oppose sale of public lands. Want community gathering place, free outdoor recreation as limited park space in the area. Existing Delbrook playing fields are heavily scheduled for tournaments and team play. Fastest aging demographic is 80-90 years. Corrie: plan should follow the OCP. Affordable housing is a provincial/federal responsibility and needs better definition.

Blueridge: Eric reported that the Good Neighbour Day had a good attendance (about 1800). Met with 50 UBC students for a two-way discussion over the sharing garden, newsletters, and general exchange of ideas. Held AGM recently. 'Advertising' in NS News on Sunday featured burglary of Syrian refugee could have focused on the community fundraising response. Received more than \$3000 through crowd-sourced fundraising. Public discussion with Barry Forward re Blueridge School closure on April 4. Issues were to keep space as public land, while low enrolment in 2010 - not so today, if merged with Seymour would be a mega-school.

Norgate: David reported that Philip Crossing will open July 5 and Pemberton crossing will be closed. No local pedestrian crossing. Held AGM recently. Sports Building nears completion (complete with washrooms) and will be open daily. Day care will reopen soon. Sewage plant financing has federal funding (John Wilkinson confirmed) but BC funding needs to be raised by 2020. Metro Vancouver not attending meetings. Mayors allegedly not offering support.

Lower Capilano: John reported they held AGM last week. Dates expiring for development plans (over 2 years old) for Lions Gate Village. Plans for 360 three-storey towers. Nothing new on Grouse Inn. Budget lot sold and development process is restarting.

Woodcroft: Val reported that Larco construction start is delayed for another month. Traffic light at Curling and Capilano Rd will be done at night in July. Request for final approval of development application is expected to go to Council in July. Woodcroft property maintenance underway (roof replacements, parkade repairs, tree maintenance, etc).

Lynn Valley: Margaret reported that their AGM was held two weeks ago. Issues covered amalgamation, traffic, survey at Lynn Valley Days, community speakers for the fall. Lynn Valley Days will have lots of booths, good advertising – all to be managed by Lions Club. Beer Garden might be of some concern as this is the first year for it. Eric reported great success with the Blueridge Beer Garden. Lynn Valley's administrative processes being updated.

4. Old Business

- a. **OCPIC:** Corrie reported no action by staff/council. According to section 12.1 of the OCP a review is mandated after 5 years. Margaret will write to Mayor/Council requesting update on status of Implementation Committee. Corrie will write to CAO/Mayor/Council asking when mandatory 5 year review of OCP will be done.
- b. **NVCAN website:** Main page of website is available with initial information. Students should receive credit for site if possible. Favourably received by FONVCA members. Corrie confirmed we have 3 year hosting by same organization as for FONVCA at a cost of \$438. NVCAN will apply to DNV for reimbursement. Materials on FONVCA will be transferred to new site. FONVCA site will be retained until end of current hosting period with a link to NVCAN.
- c. **Insurance:** Mayor's responded to Cathy Adams query regarding insurance is that it could not be extended to FONVCA (although request was for public events of Community Associations). Various members cited different experiences and will follow up getting more details for the next meeting.
- d. **75 meter notification radius:** Councillor Matthew Bond acknowledged letter and that issue is to be discussed. FONVCA/NVCAN will continue to monitor.
- e. **G3 Terminal at Lynnterm:** NS News report and letter to editor was discussed. Comments made on 74 conditions to be met and approval of 28 additional silos. No further action by us at this time.

5. Correspondence

After review and discussion regarding a recent Mountain Bike accident (elsewhere) and a possible future suit/liability against DNV, it was agreed both pieces of correspondence are to be posted.

6. New Business

- a. **FONVCA -> NVCAN:** Margaret announced the plan is to turnover FONVCA to NVCAN at the September 21st meeting. Currently, Margaret and Babs are coordinating finalizing documents and membership list. The documents will be distributed to members, DNV Mayor, Council and staff will be notified of the changeover. NVCAN will meet at District Hall, and the room reservations will be confirmed/cancelled for July and August and the coming year as appropriate in a timely manner. Corrie and Babs will coordinate. Preliminary discussion to have an August social take place.
- b. **North Shore Casino:** After discussion, no support was presented for a north shore casino.
- c. **Boom-Bust-Echo:** Corrie described the lecture series at the Kay Meek Centre and provided some demographic statistics.
- d. **Heritage Workshop:** Margaret announced a workshop with Peter Miller on heritage properties describing the conflict between neighbourhood character and heritage preservation.

- e. **Delegation of Authority in Noise By-law:** The amendment to the Noise By-law will double fines for violations (and now by the hour!). Delegation of authority regarding exemptions has been moved to staff level. All councilors except Bassam approved the change.
- f. **DNV Annual Report:** Corrie reported his concerns to Council - focussing on large dollar expenditures - and mentioned difficulty referencing items in the document as some sections have no page numbers. He suggested the group do a joint presentation next year.

7. Any Other Business

- a. **DNV Website:** Corrie again reported on important items missing from the DNV website.
- b. **DNV Green Paper on Rental and Affordable Housing Strategy.**
-distributed for information as this topic will be the continued work of council in the near future
- c. **Workshop on Trees:** Corrie reported on the Workshop on Trees. Staff are redrafting the policy based on three categories: district owned, private and interface. Interface trees cover forest lands near residential areas. Redrafted policy is to be presented to Council.

8. Mostly Legal Issues

Topics were outlined with little or no discussion..

Mountain Bike Trails: related to item b(ii) - the issue of liability from injuries to volunteers who provide labour and are reimbursed by the District for expenses was discussed. The liability may arise not only while the work is being done but also after the fact when the volunteers use the facility.

9. Chair & Date of Next Meeting: Action: August room booking to be cancelled.

Chair to be determined. Date: September 21, 2016 @ 7:00 pm.

NEWSCLIP of JUN-JUL/JUL-AUG/AUG-SEP 2016

Found respectively at:

<http://www.fonvca.org/agendas/jul2016/news-clips>

<http://www.fonvca.org/agendas/aug2016/news-clips>

<http://www.fonvca.org/agendas/sep2016/news-clips>

JUNE 12/2016 to JULY 17/2016

A lowball offer.pdf

Accessibility is key to Ambleside enjoyment.pdf

Airbnb- The Vancouver Sun - 8 Jul 2016 - Page #9.pdf

Amalgamation benefits apparent in many areas.pdf

B.C. is beastly from the seat of a bicycle.pdf

B.C. is real gambling addict.pdf

Banning smoking in multi-unit housing.pdf

Barriers to housing supply.pdf

Bickering does little to stop dog attacks.pdf

Blueridge Good Neighbour Day inspires a real sense of community.pdf

Blueridge rallies to support new neighbours.pdf

Carbon tax costs more than it brings in.pdf

Cheeky signs aim to warn young Lynn Canyon cliff jumpers.pdf

Chinese investment a hot-button issue.pdf

City council won't wait for province on empty homes tax.pdf

City lead the country in purloined pedals.pdf

City of North Vancouver to consider casino again.pdf

Climate Change Town Hall.pdf

Communities need buffer for forest fires.pdf

Cost of preserving Blue Cabin - DEEP COVE CRIER.pdf

Cyclists need lessons, not a lift.pdf

Cyclists need to respect walkers.pdf

Developers embrace more space.pdf

Developments should reflect community values.pdf

Dim views on housing upset Finance Minister.pdf

Discontinuing evening buses to Lynn Canyon a safety risk.pdf

Dogs can become aggressive.pdf

Empty-house tax will ease crisis.pdf

Experts see cooling of Canada's hot housing market.pdf

Follow the money for clues on council's casino reasoning.pdf

Foreign money's impact on home prices limited - study.pdf

G3 approval shows need for port reform.pdf

Heritage advocates attempt to woo 700 North Shore homeowners.pdf

Heritage home revitalization plan decried by North Vancouver neighbours.pdf

Home funds a band-aid.pdf

Housing in the city -from NSNFRI20160617.pdf

Housing much harder to solve than transit.pdf

It's a scorcher.pdf

Jumpy signs in housing market.pdf

Lack of affordable housing a reality for 'people like us'.pdf

Liberals and NDP present different solutions to housing crisis.docx

Liberals and NDP present different solutions to housing crisis.pdf

Liberals off the hook for flawed law.pdf

Livability missing from frenzied real estate market.pdf

Loss of grants sharpens tax sting.pdf

Lost in the flood.pdf

Lots more people but nowhere to live.pdf

Lynn Valley Days.pdf

Making strata owners pay more is a bad idea.pdf

Massive rock-blasting salmon rescue on way.pdf

Mayor favours tax to boost rental market.pdf

Mayor's vacancy tax gets provincial support.pdf

Middle-income families need public housing.pdf

More housing ideas.pdf

More of the same won't fix affordability.pdf

Museum supporters rally for Site 8.pdf

My house is my banked savings and my pension.pdf

Near miss prompts call to end cycling rule confusion.pdf

No easy answers to housing issue - PM.pdf

No vacancy, just lots of speculation.pdf

North Vancouver District scraps heritage proposal.pdf

North Vancouver mayors push for property tax reform.pdf

North Vancouver RCMP to target road and bike safety.pdf

OCED warns about risks posed by hot housing prices.pdf

Old idea floated as heritage fix - Vancouver.pdf

On the homefront.pdf

On the waterfronts.pdf

Ontario real estate rule changes.pdf

Our Summer of Housing Discontent.pdf

Page from NSNFRI20160715 on Connaught base pricing.pdf
Patios add to City's vibrancy.pdf
Province provides \$1.6 million for flood-protecting dikes.pdf
Public Hearing Notice 2646 Violet Street.pdf
Public Hearing on heritage preservation vs neighbourhood character.pdf
Redevelopment invigorates Edgemont.pdf
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Transit capital funding includes \$34M to construct new SeaBus.pdf
Transit pledges - Pipeline Promises.pdf
Two wheels are not our only option- from NSNFRI20160617.pdf
Vancouver parents buy property for young children to secure a future foothold.pdf
Vancouver's housing bubble will surely burst.pdf
Wanted - Climate policies that work.pdf
West Vancouver councillors urge action on housing crisis.pdf
West Vancouver debates denser, more affordable future.pdf
West Vancouver flooding victims eligible for disaster relief.pdf
West Vancouver looks to boost tree cutting fines.pdf
West Vancouver mayor and council call to restrict foreign investors.pdf
West Vancouver politicians reject 'vacancy tax' as ineffective.pdf
Woman says dogs attached but onlookers oblivious.pdf

JULY 18/2016 to AUGUST 14/2016

125 birthday bumps.pdf
16.8 percent of honeybees colonies lost over winter.pdf
Aiding and a'betting.pdf
Another construction project adds to already chaotic routes.pdf
B.C. adds foreign buyers tax.pdf
Building to begin on Lions Gate towers.pdf
Change inevitable in Edgemont.pdf
City of North Vancouver minds its home child care regulations.pdf

City of North Vancouver triggers Lower Lonsdale BIA process.pdf
Cliff jumping blog irks North Vancouver officials.pdf
Councillor's stance on density unchanged.pdf
De Jong was singing a different tune today.pdf
Debt levels rising among those aged 65+.pdf
Deconstruct not demolish our homes and gardens.pdf
District debates affordable housing solutions.pdf
District of North Vancouver marks 125th birthday.pdf
Foreign home buyers bigger problem.pdf
Foreign home buyers to face 15% extra tax.pdf
Free market is failing affordability.pdf
Help us with affordable housing - mayors.pdf
Housing held up by red tape.pdf
Housing the ail of two cities.pdf
Impact of short-term rentals to be studied.pdf
Liberals swing hammer with new housing bill.pdf
Live and let buy.pdf
Louder & prouder.pdf
Lower Lonsdale BIA counter petition process rankles.pdf
MP's climate change town hall impresses.pdf
New tax moves the problem elsewhere.pdf
North Shore Realtors predict property market cool-down.pdf
North Vancouver District to host pipeline town hall.pdf
North Vancouver infrastructure projects lacking provincial funds.pdf
Notice of Lease of Municipal Land.pdf
Older rentals costly to maintain.pdf
Pesticides not at fault in bee deaths.pdf
Property transfer tax could disrupt deals yet to close.pdf
Proposed tax on empty homes won't help housing affordability.pdf
Real estate fuelling B.C.pdf
Residents pack climate change talks.pdf
Seizing a day to celebrate the North Shore.pdf
Six-storey project to go to public hearing.pdf
Tax likely to have little effect on condo sales.pdf
Teardown and out.pdf
Timing is everything for infrastructure projects.pdf
Vancouver city hall's war on cars.pdf
Water reservoir levels healthy thanks to soggy summer start.pdf
West Vancouver tree bylaw deeply divisive.pdf

AUGUST 15/2016 to SEPTEMBER 11/2016

3075 Fromme Road.pdf

Air supply.pdf

Amalgamate North Vancouver and change name while we're at it.pdf

Bike lanes in, hedge creature out (for now).pdf

Building boom the new normal_.pdf

Capilano University students launch housing plan.pdf

Casino negatives outweigh positives.pdf

Cyclists need to obey the law.pdf

Down the pipes.pdf

Edgemont parents want 4-way stops to stay.pdf

Fish tales.pdf

Mercury rising.pdf

Missing the bus.pdf

More supply won't make housing any cheaper.pdf

North Vancouver says goodbye to bus depot.pdf

Not all municipalities can prevent rental loss.pdf

Notice of partial road closure-pageA5-NSNSUN20160904.pdf

PIM-on-Grouse-development-from-pA18-NSNFRI20160909.pdf

Provincial-legislation-on-residential-real-estate.pdf

Real-time stats flag price drop.pdf

Replace 'second rate' SeaBus with faster SkyTrain tunnel.pdf

Restrict big rigs to off-peak times to ease traffic.pdf

Seymour River fish rescue under way.pdf

Seymour rock slide blasting begins.pdf

Stratification.pdf

West Vancouver to push for real estate reform at meeting of local governments.pdf

What if we got rid of traffic lights.pdf

Subject: Re: BCA in the news again!

From: Eric Godot Andersen <EricGAndersen@shaw.ca>

Date: 7/5/2016 10:13 AM

To: Corrie Kost <corrie@kost.ca>

Thanks for doing that and including them on the September agenda, Corrie,
It is too bad that I cannot attend the first NV CAN meeting, but I am hopeful that I can get one of the other BCA directors to attend on our behalf.

Ciao/Eric



From: Corrie Kost <corrie@kost.ca>

Date: Tuesday, July 5, 2016 at 7:11 AM

To: Eric Godot Andersen <EricGAndersen@shaw.ca>

Cc: Corrie Kost <corrie@kost.ca>

Subject: Re: BCA in the news again!

Thanks Eric,

I placed the articles in the news-clips at
<http://www.fonvca.org/agendas/jul2016/news-clips/>

I will them in the Sep agenda of the FONVCA/NVCAN

Thanks

Corrie

Eric Godot Andersen wrote:

Hi Corrie,

Since I will regretfully be away for the first NV CAN meeting in September, I thought I would send you a couple of links and articles from the Deep Cove Crier where they have very kindly written about the BCA.
First the one in June (see pages 4 and 5 below):

<https://issuu.com/nsnfeatures/docs/nsncriersun20160605>

Pls note that the BCA was in the Deep Cove Crier again in their July issue which came with the NSN on July 3. On page 4 you will find the below story about the money that was raised for the Syrian refugee family after they had been burglarized quote

CRIER COMMENT: Blueridge rallies to support new neighbours

NORTH SHORE NEWS
JUNE 29, 2016 11:33 AM



Blueridge has always had a reputation as a tight-knit neighbourhood.

The community has your back, even if you just moved here. The family of Syrian refugees who recently fled their own war-torn neighbourhood and moved

Things didn't start so well. In June burglars hit their home and stole the few possessions the family owned. The thieves stole, among other things, medici

As news about the robbery spread, the community was outraged. B&Es are rare here. And of all the homes to hit. This family had already endured so much. Angela Duso of the Blueridge Community Association felt horribly for the family. She immediately took money over to the family and heard from other neighbours. ?I was amazed it happened so quickly,? Duso said, noting that the campaign spread quickly on social media. ?People want to see that family succeed and I think the community didn't just share money. They also sent messages expressing sadness over the break-in and encouraged the family to feel safe in the community. ?It's a very tight-knit community and that's a bonus about living there. People know each other,? she said, adding that community members are more than willing to help. Eric Anderson, who has lived in Blueridge for nearly 30 years and is president of the Blueridge Community Association isn't surprised by the swift response. The association also has a Good Neighbour Greeting Team, which helps newcomers get used to the community, hosts Blueridge Good Neighbour Day and encourages people to get involved. ?It's a beautiful place and there are lots of wonderful people. I walk down the street and there's always people you know. People are so involved. People take care of each other.

- See more at: <http://www.nsnews.com/deep-cove-crier/crier-comment-blueridge-rallies-to-support-new-neighbours-1.2290425#sthash.L5TK6SPP.dpuf>

Unquote

You may decide to include this as part of the first NV CAN package, but as mentioned I will not be attending, as I will be on vacation.

See you tonight!

Rgds/Eric



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Eric Gadot Andersen

2589 Derbyshire Way
North Vancouver, B.C.
V7H 1P9
Phone: 604 929 6849
Fax: 604 929 6803



Before printing this e-mail, please assess if it is really needed

— Attachments: —

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Blueridge Good Neighbour Day inspires a real sense of community

by JUSTIN BEDDALL

If you live in Blueridge there's a good chance you know your neighbours. Not just the ones who live next door but people who live blocks away and all around the community.

If you're trying to figure out why it's so tight-knit, look no further than the Blueridge Good Neighbour Day, which hosts its 19th annual celebration on Sunday, June 5. Eric Andersen, chairman of the Blueridge Community Association, first had the idea for a local community celebration back in the mid-1990s and got some help from *X-Files* actor Don S. Williams, who lived in the community at the time. In 1998 the community came out for the inaugural Blueridge Good Neighbour Day. "It really gets people together, cre-

ates a sense of community to be working towards a common goal," said Andersen.

Unlike events in other communities that have a commercial base to tap into to support entertainment, food and activities, Blueridge has few businesses, so organizers had to get creative with sponsorships and applying for grants to keep on budget. Over the years they've developed a strong base of support and this year they have Stong's, Nesters Market, CIBC and Deep Cove Brewers and Distillers participating. The first-ever Blueridge Good Neighbour Day was well received, recalls Andersen, who noted: "Of course it was a lot smaller."

Last year the event attracted nearly 1,800 residents and was put on by a planning committee of 15 and nearly 60 volunteers on the day of the event. Andersen

said they try to include new events and kids entertainment each year but there are some perennial favourites that don't change, such as the bouncy castles.

"We try to keep all the entertainment (for kids) at no-cost, you only pay for the ponies. Everything else we try to do for free," said Andersen. The financial goal of the event is to break even, he explained.

Thanks to social media, Andersen said former Blueridge residents are getting news about the event and returning so they can catch up with old friends.

Andersen's favourite part of day? "It's just meeting some old friends and people you haven't seen in a while. It gets people out to meet their neighbours, not just next to them but in their community."

Each year's event has a new theme — superheroes, Olympics and western, for

example — and this year they will celebrate "The United World of Blueridge," something inspired by the recent arrival of Syrian refugees to the community.

Kids are invited to decorate their bikes and wear clothing that represents their heritage and participate in the parade. (Arrive at the intersection of Berkley and Hyannis for a 10:45 a.m. start of the parade, which will travel down Berkley and end at the school.) This year's event includes live music, international food trucks, concession stands, beverage garden (ID mandatory), kids carnival, gladiator joust, bouncy castles, rides and games, silent auction (cash/credit) and popular pie eating contest.

Blueridge Good Neighbour Day at Blueridge elementary takes place June 5, from 11 a.m. to 3 p.m. ■

Celebrate the 19th annual Blueridge Good Neighbour Day

by JUSTIN BEDDALL

Hey Neighbour! The 19th annual Blueridge Good Neighbour Day takes place Sunday, June 5, from 11 a.m. to 3 p.m. at Blueridge elementary. This year's theme is "The United World of Blueridge." The popular community event kicks off with a parade at 10:45 a.m. Other things to look forward to: live music, international food trucks, Gyros, concession stands, beverage garden (ID mandatory), kids carnival, gladiator joust, bouncy castles, rides and games, silent auction (cash/credit) and a pie-eating contest.

Blueridge elementary is located at 2650 Bronte Dr.



Last year nearly 1,800 neighbourhood residents celebrated Blueridge Good Neighbour Day. The event features entertainment for kids, including pony rides.

PHOTO SUPPLIED

north shore news

CRIER COMMENT: Blueridge rallies to support new neighbours

North Shore News

June 29, 2016 11:33 AM

Blueridge has always had a reputation as a tight-knit neighbourhood.

The community has your back, even if you just moved here. The family of Syrian refugees who recently fled their own war-torn neighbourhood and moved into the bucolic North Vancouver neighbourhood just found that out.

Things didn't start so well. In June burglars hit their home and stole the few possessions the family owned. The thieves stole, among other things, medicine, a laptop, cellphone chargers and the donated PlayStation that the kids used to play games and learn English, among other things. They ransacked the place.

As news about the robbery spread, the community was outraged. B&Es are rare here. And of all the homes to hit. This family had already endured so much.

Angela Duso of the Blueridge Community Association felt horribly for the family. She immediately took money over to the family and heard from other neighbours who also wanted to help. She later started a GoFundMe campaign to raise money so the family could replace their possessions. It didn't take long for the online campaign to raise \$3,000, with nearly 60 area residents contributing. Others donated money and other items to the family through the school.

"I was amazed it happened so quickly," Duso said, noting that the campaign spread quickly on social media. "People want to see that family succeed and felt horrible that should happen to them. It's a good community and word spread quickly."

The community didn't just share money. They also sent messages expressing sadness over the break-in and encouraged the family to feel safe in the community and in their home. One couple even offered to donate money for an alarm. Duso was among the group that recently delivered a cheque to the family. She said the family was so grateful that "all these people in the community would help them." The family invited them for dinner to return the hospitality.

"It's a very tight-knit community and that's a bonus about living there. People know each other," she said, adding that community members are more than willing to "donate time to make it a better place."

Eric Anderson, who has lived in Blueridge for nearly 30 years and is president of the Blueridge Community Association isn't surprised by the swift response by his neighbours to help the family from Syria. Part of the glue that binds the community is the Blueridge Community Association, which publishes a newsletter that's sent to 1,500 homes.

The association also has a Good Neighbour Greeting Team, which helps newcomers get used to the community, hosts Blueridge Good Neighbour Day and most recently, along with Cultivate Projects and the District of North Vancouver, created a Sharing Garden at Carnation and Lytton streets, across from Seymour Heights school, a place designed for "neighbours to come together to learn, grow and share with the community east of the Seymour River."

"It's a beautiful place and there are lots of wonderful people. I walk down the street and there's always people you know. People are so involved. People that move here tend to stay a long time. It's a great community."

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(<http://www.nsnews.com/newsletter/subscribe>)

Subject: North Vancouver Community Association Network (NVCAN) & North Shore Waterfront Liaison Committee (NSWLC)
From: Eric Godot Andersen <EricGAndersen@shaw.ca>
Date: 7/29/2016 2:17 PM
To: John Miller <jlmmam@shaw.ca>
CC: Irene Davidson <irene.davidson@shaw.ca>, Babs Perowne <bperowne@telus.net>, Corrie Kost <corrie@kost.ca>, Katherine Fagerlund <ekfagerlund@telus.net>, Eric Miura <president@lvca.ca>, Eric Miura <lvca@telus.net>

Hi John and all,

As you can tell from the below e-mail exchange I had a good meeting with Glen Webb, who is the DNV rep on the North Shore Waterfront Liaison Committee (NSWLC).

Some of you will recall that this committee made a presentation to FONVCA a while back (last year?).

The committee is trying very hard to reach out to as many residents on the North Shore as possible, not just on the waterfront. Since Charlene Grant from the DNV is on that very committee she suggested to Glen that he contact me, and he and I met July 12.

The NSWLC's intention is to engage into a dialogue with the community, and it is nice to note that they consider that the community associations could be a great vehicle for doing just that.

They would like to make a brief presentation to NVCAN and explain this aspect of their work. In other words, this would NOT be a repeat of the presentation that they gave last year, but focus on community engagement.

It would be the NSWLC's goal to find community associations that would bring particularly issues pertaining to the waterfront. Since noise and dust issues are not restricted to the waterfront other associations than e.g. Norgate or Deep Cove could easily be involved.

It is so rare that other groups are trying to reach out to community associations that I think this would be a great opportunity for us to show and waive our (new) flag and try and determine with the NSWLC whether there are areas of concerns on the waterfront that could be addresses in a constructive manner (noise, dust and public waterfront access come to mind).

For those of you, who missed the presentation, the NSWLC consists of the Port of Vancouver, various waterfront industries (such as CN, Lynnterm and Neptune Terminals), the three North Shore municipalities (e.g. Charlene Grant for the DNV) and two members of the public from each of the three municipalities (such as Glen Webb).

I told Glen of the changes regarding NVCAN and suggested that the September meeting would not be an ideal one to invite them (since it will be the first official NVCAN meeting), but hopefully this item could be discussed by NVCAN at the September meeting. If there is consensus we could perhaps invite the NSWLC to attend one of the next NVCAN meetings to make their brief presentation.

Unfortunately I will be on vacation for the first NVCAN meeting on September 21, but I will be happy to brief somebody else @ NVCAN about it, if this message is not clear enough regarding the NSWLC's intentions.

Kindly drop me a line if you feel that you need further clarification.

Rgds/Eric



From: "Tang-Graham, Frances" <Frances.Tang-Graham@portvancouver.com>
Date: Monday, July 18, 2016 at 2:13 PM
To: Glen Webb <glenrtwebb@gmail.com>, Eric Godot Andersen <EricGAndersen@shaw.ca>
Subject: RE: North Vancouver Community Association Network (NVCAN)

Hi Glen and Eric,

I'm so glad to see that you two have met and thank you for providing an update on NVCAN. I would be happy to facilitate increased dialogue and collaboration between NSWLC and NVCAN, either through presentations, updates, or anything else you would suggest. We have openings for presentations in September and November. Let me know what you'd like.

Emile Scheffel is the new CN rep, and he can be reached at (604) 582-3617 or Emile.Scheffel@cn.ca.

I'm sure he would be happy to answer any questions or comments from the community.

Thanks,
Frances

From: Glen Webb [<mailto:glenrtwebb@gmail.com>]
Sent: Tuesday, July 12, 2016 3:22 PM
To: Eric Godot Andersen <EricGAndersen@shaw.ca>
Cc: Tang-Graham, Frances <Frances.Tang-Graham@portvancouver.com>
Subject: North Vancouver Community Association Network (NVCAN)

Good afternoon Eric,

I am writing in follow-up to this morning's meeting, and to thank you for updating me concerning FONVCA changing its name

to **North Vancouver Community Association Network (NVCAN)**.

It was timely information, and will be very helpful with the engagement initiatives that we discussed. As mentioned, I would appreciate receiving a list of the DNV community associations that are participating in the network.

Regarding the name change, can you please confirm the network's URL - I tried both www.nvcn.net and www.nvcn.org but was not able to find the new website. I also note that FONVCA's website is still unchanged - I'm assuming the transition to NVCAN will take place over the next few months.

Community Engagement

As we discussed, DNV resident representatives serving on the Port of Vancouver's NSWL committee would welcome an opportunity to deliver a brief presentation at a NVCAN meeting in the fall of 2016. Recognizing that the reorganization is still underway, we could tentatively look at a date in November or December. We can touch base on this issue after NVCAN's September board meeting.

The Port's NSWL committee would also welcome NVCAN representatives to deliver a presentation on its areas of interest at a future committee meeting. I need to confirm / coordinate with Frances, but later this fall (October or November) may be possible. Either myself or Frances (whom I have copied on this note) will be in touch on this issue.

Given the circumstances and re-org taking shape, I'll touch base with you at the end of September and we can explore having NVCAN deliver a presentation to the NSWLC in Q4 (2016) or Q1 (2017).

CN Rail Representative

A new representative (Mr. Emile Scheffel) from CN Rail has recently joined the NSWL committee. I don't have his contact information, so I will need to follow up and get back to you on this matter.

If you have any questions or if there are any details that I have missed concerning our conversation, please contact me at your convenience.

In closing, Eric, I want to thank you once again for sharing your time and insight - it was very helpful and much appreciated.

Regards,
Glen

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Eric Gadot Andersen

2589 Derbyshire Way
North Vancouver, B.C.
V7H 1P9
Phone: 604 929 6849
Fax: 604 929 6803



Before printing this e-mail, please assess if it is really needed

—Attachments:—

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10.8 KB

Notes on 2016 Council Closed Meetings

90 (1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- (b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;
- (c) labour relations or other employee relations;
- (d) the security of the property of the municipality;
- (e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- (f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;
- (g) litigation or potential litigation affecting the municipality;
- (h) an administrative tribunal hearing or potential administrative tribunal hearing affecting the municipality, other than a hearing to be conducted by the council or a delegate of council;
- (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the *Freedom of Information and Protection of Privacy Act*;
- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;
- (l) discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [annual municipal report];
- (m) a matter that, under another enactment, is such that the public may be excluded from the meeting;
- (n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2);
- (o) the consideration of whether the authority under section 91 [other persons attending closed meetings] should be exercised in relation to a council meeting.

(2) A part of a council meeting must be closed to the public if the subject matter being considered relates to one or more of the following:

- (a) a request under the *Freedom of Information and Protection of Privacy Act*, if the council is designated as head of the local public body for the purposes of that Act in relation to the matter;
 - (b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party;
 - (c) a matter that is being investigated under the *Ombudsperson Act* of which the municipality has been notified under section 14 [ombudsperson to notify authority] of that Act;
 - (d) a matter that, under another enactment, is such that the public must be excluded from the meeting.
 - (e) a review of a proposed final performance audit report for the purpose of providing comments to the auditor general on the proposed report under section 23 (2) of the *Auditor General for Local Government Act*.
- (3) If the only subject matter being considered at a council meeting is one or more matters referred to in subsection (1) or (2), the applicable subsection applies to the entire meeting.

Source of following Calendar: <http://www.printable2016calendars.com/preview/2016>

January 2016

Sunday		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1	2
3		4	5	6	7	8	9
10		11 5pm Closed Meeting– cancelled 6pm Workshop – cancelled 7pm Regular Council - cancelled	12	13	14	15	16
17		18 5pm Closed Meeting(90(1)(kn) 6pm Workshop - Development Procedures Bylaw 7pm Regular Council	19 5pm Council Workshop (COW) on Parks Department –ATF & pay parking issues	20	21	22	23
24	31	25 5pm Closed Meeting(90(1)(cen) 6pm Workshop - Reunification research - Rental and affordable housing	26 5pm Workshop - cancelled	27	28	29	30

February 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 5pm Closed Meeting 90(1)(kn)2(b) 6pm Workshop- Town Centre Update 7pm Regular Council	2	3	4	5	6
7	8 Holiday	9 5pm Workshop- Major Projects Update 7pm Public Hearing – Ridgewood /Edgemont 24 Townhomes	10	11	12	13
14	15 5pm Closed Meeting 90(1)(ekn)2(b) 6pm Workshop- Rental & Affordable Housing 7pm Regular Council is CANCELLED	16 5pm Workshop- Cancelled	17	18	19	20
21	22 5pm Closed Meeting 90(1)(ekn)2(b) 6pm Workshop- Cancelled 7pm Regular Council	23	24	25	26	27
28	29 6pm Workshop- Cancelled 7pm Regular Council is CANCELLED					

March 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7 4:30pm Closed Meeting 90(1)(cekn) 5:30pm Workshop- -Delbrook Dialogue -Affordable& Rental 7pm Regular Council	8 5pm Workshop-Cancelled	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29 4:30pm – parcel taxes 5:00pm Closed Meeting 90(1)(e) 6:00pm Workshop-Rental and Affordable Housing	30	31		

April 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 5:00pm Closed Meeting 90(1)(acen) 7pm Regular Council	5 5pm Workshop- 2016 Financial Plan	6	7	8	9
10	11 5:00pm Closed Meeting 90(1)(ekn) 6pm Workshop- 2016 Tax Distr. 7pm Regular Council	12	13	14	15	16
17	18 5:00pm Closed Meeting 90(1)(en)(2)(b) 5:30pm Workshop- 2016 Tax Distr. 7pm Regular Council – Delbrook lands	19 5pm Workshop- Seymour development phasing	20	21	22	23
24	25 5:00pm Closed Meeting 90(1)(en) 6pm Workshop- Pay Parking in parks 7pm Regular Council	26	27	28	29	30

May 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 5:00pm Closed Meeting90(1)(ekn) 5:30pm Workshop Afford Housing 7pm Regular Council	3 5pm Workshop: Rental & Affordable Housing; Rental Assistance Policy	4	5	6	7
8	9 5:00pm Closed Meeting90(1)(ekln)(2)(b) 6 pm Workshop: Maplewood Plaza; Cycling in Cities 7pm Regular Council	10	11	12	13	14
15	16 6 pm NO Workshop 7pm NO Regular Council	17 7pm Public Hearing: Lynn Creek Light Industrial; Upper Cap Commercial Zoning	18	19	20	21
22	23	24	25	26	27	28
29	30 5:00pm Closed Meeting90(1)(egn) 6 pm No Workshop 7pm Regular Council	31 7pm Special Council				

June 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13 5:00pm Closed Meeting90(1)(ekn)(2b) 6 pm No Workshop 7pm Regular Council	14 5pm Workshop: Trees	15	16	17	18
19	20 5:00pm Closed Meeting90(1)(fkn) 6 pm Workshop on interface forest fires 7pm Regular Council	21 7pm Public Hearing: Thompson House Subdivision / Heritage issue	22	23	24	25
26	27 5:00pm Closed Meeting90(1)(en) 6 pm Workshop cancelled 7pm Regular Council	28	29	30		

July 2016

Sunday		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1	2
3		4 5:00pm Closed Meeting 90(1)(bcenk) 6 pm Workshop -town centre updates -upper cap small lots 7pm Regular Council: CLUCK	5 5pm Workshop: Affordable Housing. Rentals	6	7	8	9
10		11 5pm Closed Meeting 90(1)(bjkn) 7pm Regular Council: CANCELLED 7 pm Workshop: Rental/Affordable housing strategy	12	13	14	15	16
17		18 5 pm Public Meeting -Child Care 10→20	19 7pm Public Hearing: 2646 Violet Street subdivision	20	21	22	23
24	31	25 5:00pm Closed Meeting 90(1)(bcekn) 6 pm Workshop: cancelled 7pm Regular Council:	26	27	28	29	30

August 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12 6pm Workshop: cancelled 5pm Closed Meeting 90(1)(en) 7pm Regular Council	13 7pm Public Hearing: Heritage – bylaws 8187 and 8188	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016

Sunday		Monday		Tuesday	Wednesday	Thursday	Friday	Saturday
								1
2		3		4	5	6	7	8
9		10		11	12	13	14	15
16		17		18	19	20	21	22
23	30	24	31	25	26	27	28	29

November 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25 y	26	27	28	29	30	31

Let's talk about our natural assets: the Lower Seymour Conservation Reserve

Metro Vancouver manages the Lower Seymour Conservation Reserve to maintain its recreation, education and environmental values in conjunction with its capacity as a water reserve.

Metro Vancouver brings you the Lower Seymour Conservation Reserve (LSCR) Annual Event

Date: Saturday, September 24, 2016

Time: 10 am to 1 pm

Location: Capilano University, Sportsplex Gym, 2055 Purcell Way,
District of North Vancouver

At the event, you will:

- Hear updates on work completed in the LSCR in the previous year
- Hear about the proposed LSCR Trail Management Strategy
- Learn about facility improvements and major projects in the LSCR, including the Twin Bridge replacement
- Discuss stewardship opportunities and education programs
- Understand Metro Vancouver's role in providing clean, safe drinking water and ensuring the sustainable use of water resources.

For more information:

Call: Information Centre at 604.432.6200

Email: icentre@metrovancover.org (Please add "LSCR Annual Event" in the subject line)

Visit: metrovancover.org and search for "LSCR Annual Event"



BUSINESS VANCOUVER

<https://www.biv.com/article/2016/5/municipal-conflict-interest-rules-watered-down/>

LAW & POLITICS (/SECTIONS/LAW-POLITICS/)

Municipal conflict-of-interest rules watered down

Amendments allow elected officials to sit on boards and societies
without fear of being disqualified from office

By Bob Mackin | May 4, 2016, 9:30 a.m.

A municipal litigator says the BC Liberal cabinet's quiet move to weaken local government conflict-of-interest rules came as a surprise.

The April 14 order-in-council amendments to the Vancouver Charter and the Community Charter's conflict-of-interest exceptions allow elected local government officials to also sit on boards and societies without fear of being disqualified from office. The amendment wasn't publicized by the government until April 30, after a Business in Vancouver query to the office of the minister responsible, Peter Fassbender.

"I see these new provisions as really eroding the longstanding principle that no man or woman can serve two masters," said Nathalie Baker of Boughton Law. "When you're on council your duty is to the public, but when you're a member of the society, your duty is to the society. The court of appeal held that you have a conflict."

The amendment came more than three years after the January 2013 BC Court of Appeal verdict in the case of Schlenker vs. Torgrimson. The tribunal found two elected Local Trust Committee members on Saltspring Island, Christine Torgrimson and George Ehring, were in conflict of interest when they voted in 2011 for separate \$4,000 grants to water and climate change societies on which they also served.

The tribunal found that it made "no difference that they put no money into their own pockets."

"When the respondents moved and voted in favour of resolutions that benefited their societies through the granting of contracts, arguably contracts the societies might not have been awarded had the councillors not also been directors, their duties as directors to put the society's interests first were in direct conflict with their duties as councillors to put the public's interests first," said the reasons for judgment by Justice Ian Donald.

Baker said that was the right result.

“The court of appeal decision really talks about the purpose of the conflict-of-interest provisions in the charter, and it’s to ensure that council members do not have divided loyalties.”

The Union of B.C. Municipalities successfully lobbied the government for the conflict-of-interest exception after complaints from its members.

The North Central Local Government Association, whose member councils represent 7% of B.C.’s population and cover 69% of B.C.’s land mass, passed a resolution that said “local governments across the province and particularly small rural local governments are suffering hardship and inconvenience, as often the pool of volunteers who participate in non-profit boards is small, and elected officials fill these volunteer director positions.”

An April 28 internal memo to Capital Regional District (CRD) mayors said “although the regulation provides some relief, it is not a comprehensive fix.”

“We will review the regulation, assess its impact on the CRD and its applicability to related societies and corporations and report back with this information,” wrote Brent Reems, senior manager of legislative and information services.

A government news release said local government politicians aren’t entirely off the hook. Perceived conflicts of divided loyalty could still trigger a petition by citizens and the regulations still make it an offence to accept a gift of personal financial benefit while sitting on any society or corporate board.

The 2013 Court of Appeal decision did not deter Vision Vancouver Coun. and Pacific National Exhibition chairman Raymond Louie. Mayor Gregor Robertson appointed Louie the fair’s chairman in 2009, but Louie has yet to be legally challenged for participating in council and committee votes on PNE and Hastings Park issues.

In June 10, 2015, Louie voted with the Vision Vancouver majority to eliminate the PNE board seat reserved for a member of the NPA-dominated Park Board.

In April 2015, a BC Supreme Court judge dismissed a conflict-of-interest petition seeking Robertson and Coun. Geoff Meggs’ ouster over Vision Vancouver accepting \$102,000 in donations from CUPE, the city outside workers’ union, in 2014.

0 Comments (https://www.biv.com/article/2016/5/municipal-conflict-interest-rules-watered-down/#disqus_thread) on this topic. [Join the discussion.](#)

PROVINCE OF BRITISH COLUMBIA
ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL


Order in Council No. 226, Approved and Ordered April 14, 2016


Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that the attached Conflict of Interest Exceptions Regulation is made.


Minister of Community, Sport and Cultural
Development and Minister Responsible for
TransLink


Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: *Community Charter, S.B.C. 2003, c. 26, s. 104 (1) (e); Greater Vancouver Sewerage and Drainage Act, S.B.C. 1956, c. 59, s. 8 (5); Greater Vancouver Water District Act, S.B.C. 1924, c. 22, s. 10 (5); Islands Trust Act, R.S.B.C. 1996, c. 239, s. 6 (7)*

Other: _____

March 22, 2016

R/1090/2015/33

CONFLICT OF INTEREST EXCEPTIONS REGULATION

Definitions

1 In this regulation:

“Act” means the *Community Charter*;

“council representative” means a member of a municipal council appointed by that council to the board of an entity;

“entity” means any of the following:

- (a) a society or extraprovincial society;
- (b) a corporation, other than a society or extraprovincial society, incorporated by a public authority, that provides a service to the following:
 - (i) a municipality of which a council member is appointed to the board of the corporation;
 - (ii) a regional district of which a regional district director is appointed to the board of the corporation;
 - (iii) a greater board of which a board member is appointed to the board of the corporation;
 - (iv) the Islands Trust of which an Islands Trust trustee is appointed to the board of the corporation;

“extraprovincial society” has the same meaning as in the *Society Act*;

“governing body” means any of the following:

- (a) the council of a municipality;
- (b) the board of a regional district;
- (c) the board of a greater board;
- (d) the trust council;

“greater board representative” means a member of a board of a greater board appointed by that board to the board of an entity;

“Islands Trust representative” means an Islands Trust trustee appointed by the trust council to the board of an entity;

“Islands Trust trustee” means a local trustee or a municipal trustee within the meaning of the *Islands Trust Act*;

“regional district director” means a director in relation to a regional district within the meaning of the *Local Government Act*;

“regional district representative” means a regional district director appointed by the board of a regional district to the board of an entity;

“representative” means any of the following:

- (a) a council representative;
- (b) a regional district representative;
- (c) a greater board representative;
- (d) an Islands Trust representative;

“society” has the same meaning as in the *Society Act*;

“specified interest” means any of the following:

- (a) an expenditure of public funds to or on behalf of an entity;
- (b) an advantage, benefit, grant or other form of assistance to or on behalf of an entity;
- (c) an acquisition or disposition of an interest or right in real or personal property that results in an advantage, benefit or disadvantage to or on behalf of an entity;
- (d) an agreement respecting a matter described in paragraphs (a), (b) or (c).

Nature of pecuniary interest

2 For the purposes of section 104 (1) (e) [*exceptions from conflict restrictions*] of the Act, a pecuniary interest in relation to a representative in the nature of a specified interest that arises as a result of

- (a) the representative being appointed by a governing body to the board of the entity, and
- (b) the representative
 - (i) attending any part of a meeting during which the specified interest is under consideration by the following:
 - (A) the governing body;
 - (B) a committee of the governing body;
 - (C) any other body referred to in section 93 [*application of rules to other bodies*] of the Act,
 - (ii) participating in any discussion of the specified interest at such a meeting, or
 - (iii) voting on a question in respect of the specified interest at such a meeting

is prescribed.

A STORY OF BROKEN PROMISES AND A BROKEN PLANET

Planet Earth's *Heartbreak Hotels* is a story of broken promises and a broken planet! As time goes on, world politics, economics, ethnic-racial-religious tensions and violence continue to make fewer and fewer countries attractive destinations for the immigrant, refugee, migrant, tourist or offshore investor. Yet three countries still considered 'safe', 'idyllic' havens for them all are Australia, New Zealand and Canada; But for how long?

The newly-arrived seeker of refuge, world traveler or venture capitalist speculator to the North Shore's of Sydney, Auckland or Vancouver should know that they, too, are a story of broken promises and a broken planet. Many nationals of these countries, like those of other countries worldwide, already are finding their lives becoming progressively more taxing and problematic to maintain the very standard and quality of life that continues to draw so many outsiders and foreigners to their favored shores. The mounting human tidal wave that pummels these countries, rushing in search of what they can't find wherever they come from, continues to break the hearts of local natives who now count their homelands among Planet Earth's many other *Heartbreak Hotels*.

To book a reservation at any one of Earth's *Heartbreak Hotels* requires first connecting all the dots between Rio's 2016 Olympic message of *The Universal Tree* and how Western Civilization's: destructive evolution; global warming; climate change; human greed; population explosion; disappearance of the its rural and urban forests; single family home teardowns, and; high-density, high-rise developments; are all part and parcel of the same rending asunder of the iconic fabric of the planet's human and natural heritage, traditions and character.

The result is mind-boggling if one adds up the cumulative effect of all these dots on the tens of thousands of things that are daily being lost in every community, shire, state, province, region, country in the world. This is what some would call the *Occam's Razor*-edge truth of the matter. The constant loss of which suggests that human civilization everywhere still lacks a basic understanding of life's meaning and purpose and the ability to recognize how everything under the Sun and upon Planet Earth are strands of the same delicate web of life in the universe, where one pluck of any part sends everything all aquiver.

Rio's 2016 Summer Olympic Opening Ceremony attempted to give shape and focus to all this when it presented to each competing athlete of every country a seed of a native tree to plant. This was meant as a symbolic reminder that protecting, preserving and replanting trees – whether in a wilderness forest or urban forest on the neighbourhood streets of every community in the world – is part of the same universal plea, *Let's Take Care of Our Planet, Stop*

Climate Change and Save One Another. Rio 2016's sobering message about global warming, and images of swirling CO2 greenhouse gases enveloping the earth, melting the ice caps and swamping the earth's shores with rising sea levels was embodied by the Summer Olympic Game's Peace Symbol, tweaked into a shape of a universal tree.

This Universal Tree Symbol is meant to call to the world's attention the fact that time is running out to save what is fast disappearing every 24 hours, 365 days of the year, whether it be on the North Shores of Australia, New Zealand, Canada or wherever in the world. At the critical local level, this begins with the incremental yet endless destruction of:

- Older single family homes and their smaller scale communities that make a smaller eco-footprint on the Earth and help to keep life in a simpler, more balanced state
- The Earth's resources and materials that went into building the original single family homes and their communities torn down because too few politicians possess the necessary consciousness and vision to see the importance of preserving them.
- The Earth's finite natural resources that are required to build, in their place, ever larger, denser multiple 'monster' dwellings and their impacted communities create massive, unsustainable eco-footprints and contribute to a complexity to life that further destroys the Earth's limited natural resources, exponentially increases CO2 emissions and greenhouse gases that force an economic double down on the output of the unsustainable way of life needed just to afford it all.
- Staggering numbers of mature growth trees & landscapes on private property and public lands continue to be razed with the constant loss of their:
 - (1) Rich sources of oxygen they produce that cleanse the air of carbon dioxide, feed all living things and makes the very continuance of life itself possible.
 - (2) Rich sources of nutrients they provide to replenish and renew the cycles of life.
 - (3) Root structures that inter-twine with all life around them, retain the water that holds the moisture in the soil needed to cool and maintain the Earth's healthy equilibrium.
 - (4) Peace, solitude and well-being they freely offer to the surrounding communities of humans and non-humans alike.
 - (5) Ancient wild habitats and food stuffs they provide for the native birds and animals.
 - (6) Critically-important flyway stops they give to migratory birds, insects and butterflies.
 - (7) Natural Beauty that intrinsically feeds the souls of all living things.

if any kind of a better world is ever to be realized, this worldwide problem needs to be treated by every human being as if it was an alien attack from outer space; a planetary pandemic by far greater and more lethal than ever was the Black Bubonic Plague, scourge of Cancer or pestilent outbreak of Leprosy, HIV, Smallpox or Ebola.

Rio's Olympic symbol of the Universal Tree is the starting point in the consciousness of the world to reverse this planetary-wide destruction. It's the lever of consciousness that will only continue to expand as especially more ultra-rich elites, the world over, instead of using their amassed wealth for their own self-aggrandizement, or for causes that are the bane to humanity and the planet alike, will follow the lead of historical and modern pioneers of the human condition like Beatrix Potter, Sebastiao Salgado and James Rebanks; each a pioneer not only of monetary wealth but wealth in other ways far beyond money.

Beatrix Potter, born into a wealthy Unitarian family, was the famous 19th century English author and illustrator of *The Tale of Peter Rabbit* which celebrated the Lake District of Lancashire, England. Potter used her family's fortune to become a natural scientist, conservationist and breeder of prize-winning Herdwick sheep and Galloway cattle. Potter left all of her wealth to the National Trust and is credited with preserving a Lake District estate of some 4,000 acres, comprising 16 traditional sheep and cattle farms, innumerable traditional cottages and communities of people who to this day still prefer to continue to practice their ancient traditional agrarian and animal husbandry lifestyles that are part of the pristinely-preserved Lake District National Park.

Sebastiao Salgado was also born into the wealth of a Brazilian cattle baron family. Salgado initially trained and worked as an economist for the International Coffee Organization and travelled to Africa on missions for the World Bank but eventually abandoned his career as an economist and became a world-renowned photographer, world-adventurer, humanist-extraordinaire who, with his wife, Leila, were the focus of German filmmaker Ernst "Wim" Wenders award-winning documentary *The Salt of The Earth*. For decades Salgado, through his photographic art, exquisitely documented the evil, violent side of mankind until he and his wife had an epiphany to instead focus upon all the magic and mystery of life. Salgado emblematic books speak to his vision of what is and what could be: *WORKERS*, documents the vanishing way of life of manual labourers across the world; *MIGRATIONS*, is a tribute to mass migration driven by hunger, war, natural disaster, environmental degradation and demographic pressures, while *GENESIS*, showcases a path of humanity's rediscovery of itself through nature, and represents Salgado's eight-year epic expedition to rediscover the unblemished faces of nature's mountains, deserts, oceans, animals and peoples that have so far escaped the imprint of modern society, and still reflects the land and life of a pristine planet and human lifestyles lived in accordance with ancient ancestral traditions and culture. "In *GENESIS*", says Salgado, "my camera allowed nature to speak to me. And it was my privilege to listen!" The Salgado's have since used their family's fortunes to restore the native Brazilian habitat of their cattle baron family's once totally denuded estate in the Atlantic Forest of Brazil and turn it into a nature reserve in tribute to the planet's beauty. The Salgado's founded the *Instituto Terra*,

dedicated to the mission of reforestation, conservation and environmental education, while continuing their worldwide discovery of pristine territories and wild flora and fauna.

Yet one can be money-poor yet still possess an immensely-rich human, deeply humanistic vision of life, as that of James Rebanks. Rebanks is the first son of a Herdwick Shepherd, who was the first son of a shepherd himself, whose family, for six hundred years, has lived and continues to work in and around the same original Lake District estate preserved thanks to the likes of Beatrix Potter. Rebanks, the author of *A Shepherd's Life; Modern Dispatches From An Ancient Landscape*, documents the traditional cycles of life that for centuries he and his people continue to follow: through each changing cycle of the seasons and the cyclical work each season demands; sending his sheep to the fells in the summer and making the hay; replenishing his flocks at each autumn fair; enduring the grueling toil of winter when the sheep must be kept alive; experiencing the ebullience that again comes with each new springtime, as the lambs are born and the ewes and rams again prepare to return to the fells. Rebanks' deep-rooted sacred attachment to the Lake District landscapes of his ancient heritage is a way of life so simple as to all but go unnoticed, yet so profound in its connection with all of life.

The modern world's otherwise oppressive crush of: Diaspora, Population Explosion, Terrorism, Civic & Corporate Corruption, High-Rise/High-Density urban life, continues to destroy whatever still remains within the people of any sense of sacred place and connection to the landscapes of their lives. Meanwhile, the Potter's, Salgado's and Rebanks' of the world would point the way for humanity to chart an entirely opposite course and direction. Mankind's ancient *Manichean* choice remains the same, as it always has been, between a *utopian heaven-made world of light versus a dystopian man-made world of darkness*. Many stalwart souls throughout the ages have worked assiduously to bring about this much longed-universe of light here on earth!

To reserve a room in any one of the world's proverbial Heartbreak Hotels that offers a panoramic view of what is being done by those who instead threaten the continuation of life on Planet Earth as we know it, requires answering a quick quiz question. Once all the dots are connected: what are the responsibilities every citizen-activist, immigrant, refugee, migrant, tourist, offshore investor and elected official must assume to ensure that, like the Potter's, Salgado's and Rebanks, all of life on their shores is protected and preserved in perpetuity for their children and all their children's children? **HINT:** *This process demands every human reconsider where they each came from, why and where we're all going together!*

Whether the focus is on the North Shores of Canada, Australia or New Zealand, an endless raging debate continues to remain hopelessly divided over even the question of whether, to begin with, there is even any man-made climate change at all. The debate ends up divided over the need to create more rather than less stringent laws and codes that will protect every

community's: mature trees and natural landscapes; heritage and character homes; ensure the construction of environmentally-sensitive new home designs; and require extensive recycle checklists to which every renovator/demolisher must assiduously adhere. The debate too often splits along ideological, cultural, ethnic lines or sentiments around greed and money.

In the meantime, while the debate continues, old or newcomers everywhere are allowed, by corrupt political officials, to continue to buy not just one home for themselves and their family to make a new way life for themselves, but purchase as many properties as they can to 'flip' for a quick buck or turn into 'run-downs' and 'tear-downs', solely for personal gain at the expense of the community. Others are allowed to tear-down the existing dwellings, no matter how historic or culturally significant their narrative may be; turn them into rubbish for the trash bin; clear-cut all the mature trees and landscapes, and; erect in their place, on denuded barren plots of earth, massive, ever more luxurious, often unimaginatively-designed and poorly-built, multiple dwellings, with ever-larger eco-footprints than the original structures themselves. While still others, also disconnected from the narrative of all the human life that preceded them; flush with funds, often from offshore sources, illegal or otherwise; are allowed to expend outrageous amounts of capital that the local populace can't ever begin to compete with to purchase these more sumptuous dwellings. Ever-greater prices are driven up for the community's surrounding properties beyond the means of the average citizenry which, in turn, hastens the disintegration of the community's integrity as more of its residents, who have no real emotional or spiritual investment to the land or place to begin with, opt to cash in on all the housing bubble mania, sell their homes, move away to distant places where they can buy something cheaper, use the rest for potentially future lucrative venture capital speculations and hope against hope that the same unwanted changes won't catch up with them wherever else they go in their search for the 'idyllic life in the idyllic place'.

BUT, of course, it will as the decay of modern civilization continues to be spread by those who constantly argue that the world is forever changing and there is nothing anyone can do to stop change. "It's the way life is!", they will say. But they never make a distinction between the desirable changes, that are part of a well-conceived visionary plan for the future, and undesirable changes that are the result of a visionless, ill-conceived concepts that constantly destroys everything of real value. So, the heritage of whatever community's former way of life that once existed, or the iconic nature of its once pristine shores, continues to go by the boards.

But the politicians could care less so long as their tax base or personal cut of the take continues to grow, regardless of how much this scenario turns into a feeding frenzy over whatever community's bones. Too much greed and hunger for more by too many exists among those who desire to completely change, for their own needs and beliefs, whatever came before them.

Money is no object to destroy it all for a multitude of desires or motivations driven by all manner of greed, superstitions, beliefs, fears, arrogance or indifference.

Nothing will every significantly change this scenario so long as Western Civilization's centuries-old economic-political-philosophical ideology of: empire-building conquest, colonization and invasion continues to define the meaning of life and drives ever forward *ad infinitum, ad nauseum*, its philosophy of unsustainable growth, endless redevelopment, world war and boom and bust cycles of real estate and financial speculation.

Most Western politicians lack the courage of their convictions or the integrity to ever challenge the direction post-modern society continues to take, never daring to protest that, "The Emperor Wears No Clothes!" Instead, they're more inclined to "Go along to get along!" So this desultory process, fatal to both human and planetary life, continues unabated until it reaches its ultimate conclusion in yet other impacted, less inhabitable 'Hong Kong's', 'Mumbai's', 'Mexico City's' and 'Rio De Janeiro's' of the future.

Bereft residents, opposed to what is happening wherever they may live in the world, can be heard to utter the same sad refrain in a multitude of languages. "What's going on", they cry out, "really breaks my heart!" Yet each time this refrain is uttered, one can hear, if they listen close enough, to the embittered voices, like haunting whispers in the back of their conscience, of whatever local aboriginal/indigenous peoples who, for centuries up to the present day, also can be heard to reply in their own native tongues, "Welcome to our own Heartbreak Hotel! Now you know how the hearts of all us native peoples have long been broken from being forced to live in the crazy, out-of-control world of all you newcomers, whether you've been here a long time or just arrived!"

As time goes on, the biggest 'Elephant in the Room' of this ancient planetary-human dilemma, and now more modern crisis of climate change, are one in the same: the *Human Population Explosion*. Few municipal, regional or national political leaders ever have the courage to dare to declare, as an antidote to this out-of-control crisis, a population glass ceiling beyond which they are unprepared to go. Such a philosophical, ideological shift, were it ever to be taken, obviously would begin to everywhere facilitate a natural alternative course of sustainability similar to what indigenous peoples have sought to practice for millennia.

Instead, the common thread that runs through every community, shire, region, country in the world, is the same whine for still more of everything: affordable housing, community services, infrastructure; transportation systems, explosion of single family home teardowns; removal of mature trees and landscapes to make way for yet more human habitation and still more massive high-rise, high-density residential, commercial development projects.

And so, on and on it goes, as endless more hordes of displaced humans continue to search for their own version of 'Heaven', rushing, like lemmings, to whatever last few 'idyllic' Heartbreak Hotels still exist on the shores of Planet Earth. It's no mystery where this suicidal path will lead in another 10-20-50-100 years. Humans aren't immune to the same Laws of Nature that govern what happens whenever other species of life over-populate themselves and finally reach some critical mass tipping point. In Humanity's case, at some point the Earth, herself, will have no other choice but to similarly step in and impose her own glass-ceiling for human life, but with unthinkable cataclysmic consequences. Only then, maybe, perhaps, will the surviving humans begin to wake up and ponder the question, "OMG! Where did we go wrong? How did we get ourselves into this terrible fix?"

It's time Planet Earth's Heartbreak Hotels take to heart Rio's visionary 2016 Summer Olympic Games symbol of the Universal Tree and those role model-pioneers of another future reality like Beatrix Potter, Sebastiao Salgado and James Rebanks. They, and the Universal Tree, will show the human race the way it needs to go! Otherwise, the future's children and their children's children will be left with nothing but a legacy of still more broken promises and a broken planet.

Words (3,100)

Jerome Irwin, 1398 Hope Road, North Vancouver, B.C. Canada, V&P1W7

(604) 984-7598 jerome_irwin@yahoo.com

For a condensed version see <http://www.bignewsnetwork.com/news/246588951/the-story-of-broken-promises-and-a-broken-planet>

J. H. H. H.
A Commissioner for calling a Review for British Columbia

FROMME MOUNTAIN
TRAIL MAINTENANCE SERVICE AGREEMENT

DATED for reference January 5, 2015

BETWEEN

DISTRICT OF NORTH VANCOUVER, having offices at 355 West Queens Road,
North Vancouver, British Columbia V7N 4C4

(the "District")

AND

NORTH SHORE MOUNTAIN BIKE ASSOCIATION (Reg. No. S-0037897),
having a registered office at P.O. Box 16127, Lynn Valley Postal Outlet, North
Vancouver, British Columbia V7J 3S9

("NSMBA")

WHEREAS:

- A. The District and NSMBA share certain objectives with respect to the recreational trail network on Fromme Mountain;
- B. Shared objectives include the promotion of cycling and hiking as healthy family oriented activities that benefit the local economy and the North Vancouver community generally; the improvement of trail quality and maintenance on Fromme Mountain to reflect the increasing volume and types of trail use on Fromme Mountain, the improvement of the quality, safety and sustainability of Fromme Mountain trails for all trail users; and the reduction of adverse environmental impacts resulting from the recreational use of trails on Fromme Mountain; and
- C. To assist in achieving the foregoing objectives, NSMBA and the District have agreed that NSMBA will provide trail maintenance services on the terms set forth herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants, agreements and fee set forth herein, the parties hereto agree as follows:

1. NSMBA agrees that it:

Document: 2599379

- (a) will at the beginning of the Term (as defined below) submit to the District for review and approval a proposed work plan for the maintenance of recreational trails on Fromme Mountain throughout the Term (the "Plan"). The Plan will contain the following information, along with any other information requested by District staff:
- i) a list of trails on Fromme Mountain that NSMBA proposes to construct, maintain or repair over a twelve-month period commencing January 5, 2015 (the "Term");
 - ii) a description of who will be carrying out the proposed work (for example, NSMBA members, or employees, or volunteers);
 - iii) a proposed work schedule, including the proposed scope of work for each trail in each quarter of the Term;
 - iv) the projected number of people and hours required to complete each work item; and
 - v) the projected cost for each proposed item contained in the work schedule, including, without limitation, costs for materials and labour (on an hourly basis), in detail satisfactory to District;
- (b) will carry out approved trail maintenance and construction activities in accordance with the District-approved Plan;
- (c) will obtain all necessary permits (including a park permit) and comply at all times with all permits, bylaws, regulations, policies and guidelines of the District in connection with this Agreement and all work to be performed on Fromme Mountain;
- (d) will comply at all times with all federal, provincial and municipal laws, regulations and bylaws (including, without limitation, all worker's compensation and safety laws and regulations), and with all other requirements of authorities having jurisdiction;
- (e) will provide trail construction training to NSMBA volunteers through the *NSMBA Trails Academy Program*;

- (f) will continue to implement community-driven initiatives including the Trail Adoption Program and Trail Builders Academy;
- (g) will cooperate with the District to implement the recommendations contained in the *Fromme Mountain Trail Classification Study (2007)*, as approved by the District's municipal council;
- (h) will conduct all work in accordance with the District's *Fromme Mountain Trail Classification Study (2007)*, including the *Trail Best Management Practices* and *Trail Construction Guidelines*, and NSMBA acknowledges that it has received and reviewed a copy of these documents;
- (i) will take out and maintain at all times commercial general liability insurance covering its members, employees, agents, volunteers and others for whom NSMBA may at law be responsible (collectively with NSMBA, the "NSMBA Parties"). Such insurance shall include limits of at least \$5,000,000 per accident or occurrence, shall cover the District as an additional insured, shall contain be primary and not contributory, shall contain a cross-liability clause and shall contain a waiver of the insurer's rights of subrogation against the District;
- (j) will submit to the District a certificate of insurance evidencing the insurance required under subsection (h) above (including, without limitation, evidence that all volunteers are covered by such insurance), and upon the District's request, a certified copy of the associated insurance policy or policies;
- (k) will submit to the District within 7 days following the end of each quarter a written report in electronic format, in form and content satisfactory to the District, describing the progress of each trail project and work item contained in the approved Plan and specifying for each work item, without limitation, the trail location, length of trail maintained, type of work undertaken and completed, time spent completing the work, persons performing the work (employees, members or volunteers), and photo documentation of the work;
- (l) will submit to the District within 7 days following the end of each quarter an invoice itemizing the costs claimed by NSMBA for that quarter (collectively, the "Claimed Costs"), in form and content

satisfactory to the District, which invoice will specify, without limitation, hours worked, hourly rates, other labour costs, and materials costs for each trail maintenance project completed during that quarter, along with all associated invoices, receipts, bills of sale and contracts. Claimed Costs will be itemized on a trail by trail basis;

- (m) will not carry out any work that has not been approved by the District;
 - (n) will not leave or permit to be left any personal property on or about Fromme Mountain or other District-owned land without the prior written consent of the District, which may be withheld in the District's sole discretion;
 - (o) will discourage the construction of unauthorized trails on Fromme Mountain and promptly report the construction of any such trails to the District's Trail and Habitat Coordinator or his or her designate (the "Trail Coordinator");
 - (p) will not install, remove or move any signage without the prior written consent of the District;
 - (q) will not fell or damage any trees on District land; and
 - (r) will not permit work to be performed by any persons who are not covered by insurance required to be maintained by NSMBA under this Agreement.
2. The District agrees that it will pay to NSMBA quarterly, within a reasonable period of time following receipt of each invoice and all supporting documentation, the Claimed Costs for the quarter, provided that such Claimed Costs were pre-approved by the District in writing and are in accordance with the approved Plan, and will not exceed annual funding provided in any given year to NSMBA, through the DNV's Financial Plan.
 3. Annual allocated funding will vary according to the District of North Vancouver's financial plan and annual budgets.
 4. No work will be undertaken pursuant to the Plan or otherwise by any NSMBA Parties without a valid park permit. The following process will apply with respect to any park permit applied for by, or issued to, NSMBA:

- (a) the Trail Coordinator will meet a NSMBA representative at the site to view the trails and discuss the proposed scope of work to be undertaken by NSMBA;
 - (b) NSMBA will provide to the Trail Coordinator for review a drawing and a written submission describing the proposed work;
 - (c) the drawing and other specifications for the proposed work will be reviewed by the Trail Coordinator, and modified by NSMBA if required by the Trail Coordinator, in his or her sole discretion;
 - (d) if the Trail Coordinator approves the proposed work, a park permit will be issued to NSMBA for a period of one year. Without limiting the conditions that may be attached to the park permit, the park permit will require that the NSMBA Parties adhere to the District's *Trail Best Management Practices*;
 - (e) throughout the Term, the Trail Coordinator will conduct periodic site inspections to ensure that NSMBA is complying with its park permit;
 - (f) if NSMBA fails to comply with the terms and conditions of the park permit, the park permit may be revoked;
 - (g) once the park permit has been issued, any revisions to the proposed work will require the approval of the District; and
 - (h) NSMBA will provide to the Trail Coordinator a contact list that includes at least two NSMBA trail liaison persons. The District will provide a list of Parks Department staff contacts responsible for reviewing the NSMBA Trail Maintenance Work Plan.
5. NSMBA hereby agrees to indemnify and save harmless the District and its employees, agents, servants and elected and appointed officials (collectively with the District, the "District Parties") from and against any and all losses, claims, costs, expenses, fees, damages, causes of action, actions, claims, suits, judgments, and other liabilities whatsoever and whensoever arising (including those relating to or arising from damage to or loss of property, or death of or injury to any person), including all costs of defending or denying the same and all actual solicitor's fees and disbursements in connection therewith, that at any

time may be paid, suffered or incurred by, or claimed against any of the District Parties, where the same arise, directly or indirectly, in whole or in part, out of:

- (a) any acts of any of the NSMBA Parties on or relating to Fromme Mountain during the Term
- (b) the performance or failure to perform any of the terms of this Agreement by any of the NSMBA Parties;
- (c) any work performed by any of the NSMBA Parties pursuant to this Agreement; or
- (d) any breach of this Agreement by NSMBA.

This indemnity will survive the expiry or earlier termination of this Agreement.

- 6. In no event will the District be liable for any loss of or damage to any property of the NSMBA Parties occurring on or about Fromme Mountain during the Term or any renewal or extension thereof, or for any death of or injury to any of the NSMBA Parties occurring on or about Fromme Mountain during the Term or any renewal or extension thereof. This release will survive the expiry or earlier termination of this Agreement.
- 7. This Agreement may be terminated at any time upon 30 days' notice by the District or NSMBA in their sole discretion, for any or no reason, and in such event NSMBA will submit final reports to the District describing the work performed in the current quarter up to the date of termination and the Claimed Costs in connection with such work, all in accordance with subsections 1(k) and 1(l) above.

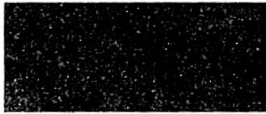
In the event that NSMBA fails to observe or perform any of the covenants or conditions contained herein, the District may terminate this Agreement immediately without notice and no further payments will be made to NSMBA.

- 8. In no event will the District pay more than the projected amounts set forth in the approved Plan for each trail project or work item, and regardless of the amount of work performed, total payments made to NSMBA throughout the Term will not exceed the approved annual funding in a given year through the District's Financial Plan.

9. Unless otherwise specified herein, any approval, consent, review, decision, determination, request, submission or information permitted or required to be made, given, performed, withheld, provided or submitted by or to the District hereunder may be made, given, performed, withheld, provided or submitted,, as the case may be, by or to the District's Manager of Parks or his or her designate, or such other person having the authority of the District's municipal council from time to time.
10. No amendment of the terms of this Agreement will be valid unless made in writing and signed by both parties hereto and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement exists or will be deemed to exist.
11. This Agreement is personal to NSMBA and may not be assigned, in whole or in part.
12. This Agreement does not affect or limit the discretion, rights or powers of the District under any enactment or at common law, does not affect or limit the application of any enactment, and does not relieve NSMBA from complying with any enactment.
13. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
14. The term of this Agreement will commence January 5, 2015 and expires January 5, 2018, when the agreement will be reviewed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

**NORTH SHORE MOUNTAIN BIKE
ASSOCIATION** by its authorized
signatory(ies):



Name: Vince Beasse
President of the Board of Directors

Name:

Date May 12, 2015

**THE CORPORATION OF THE
DISTRICT OF NORTH VANCOUVER** by
its authorized signatory(ies):

A handwritten signature in black ink, likely belonging to the GM representative.

Name: *GM - Engineering, Parks + Facilities*

Name:

Date *May 20, 2015*

You Can Afford Anything ... Just Not Everything. What's It Gonna Be?

How Much Does It Cost to Maintain a Rental House?

October 24, 2011 By [Paula Pant](#) [9 Comments](#)



After last week's [three-part series on rental property investing](#), several readers posed fantastic and hard-hitting questions. I answered most in the 'comments' section.

But one question deserved its own post.

How did you come up with the your maintenance cost estimate? I would expect much higher on such a large and old house. **You're probably familiar with the commonly used "50% rule" which states you should prepare for total operating costs to be 50% of your rents.** If that's the case, you're severely underfunded.

There are dozens of "rules of thumb" to predict how much you'll spend on a rental property.

The 50% Rule states that all your operating costs – such as property tax, insurance, repairs, maintenance, water and trash service – will equal half of your rental income. Anything that's left over either goes to the bank – to repay your mortgage – or goes to your pocket.

It's a popular rule, and it's one that I completely ignore.

The 50% Rule is based on a variable – the rent – that has absolutely zero relationship to your operating costs. **Regardless of what I charge for rent, the rest of my bills** — water, trash, insurance and taxes — **remain the same.**

As a landlord you realize the arbitrary nature of rent. Here's how rent pricing works: You pick a number out of thin air, advertise it as 'rent' and see if anyone bites.

(Okay, it's not exactly like that. You study the area to see what other places are renting for. But that relates more to cyclical market demand than it does to the cost of dishwashers.)

If no one wants the space, you lower the rent. [If people flood your Inbox](#), you take down the ad, raise the price, and re-post the ad.

I'm oversimplifying. I toured about two dozen rental units in my neighborhood to get an idea of what the competition charges – so the number I set as the rent wasn't completely out of "thin air." But ultimately the difference between charging \$700 or \$800 per month boils down to a combination of market indicators and my personal confidence.

Let's imagine Angelina Jolie just announced she's moving to the neighborhood, so everyone wants to live here. I raise the rent \$100 on each of the two single-bedroom units and \$200 on the three-bedroom unit. That's an increase of \$4,800 a year.

According to the 50% Rule, my predicted "operating costs" should jump by half of that, or by \$2,400 a year. But that doesn't make sense. There's no relationship between rent and costs.

To put it simply: **You charge what the free market allows you to charge.** You spend what you're forced to spend. The two are not related.

That's why I refuse to sign a contract with any Realtor who gives me a line such as: *"Well, I don't know what the average water bill is, but if it's high you can just raise the rent to make up for it."*

Hogwash. **The free market sets the rent, and the market doesn't care what my water bill is.**

To go back to the beginning of the question – how did I arrive at my operating cost estimates? There are a few ways to do it:

#1: You could take the cost of items that deteriorate over time – a dishwasher, a roof, the water heater, the insulation in the attic – and "spread" that cost, or "amortize" it, to estimate how much you'd pay per year. For example: bathtubs need to be replaced every 12-15 years, so the bathtub's price per year is X divided by 13 or 14.

#2: You also assume about 5-10 percent of the rental price as the cost of hiring a property manager – since managers do, in fact, often tie their costs to the rental price. (It's an incentive for them to increase the rent).

#3: DON'T count upfront one-time expenses that are a result of buying a fixer-upper. Maintenance costs will recur forever. Upfront repair costs are part of the "purchase price."

#4: There's a rule-of-thumb that says your "maintenance" costs (new paint, new carpet, etc.) are 1 percent of the purchase price per year. I'm dubious about the correlation, but that rule-of-thumb sounds more reasonable than the 50 percent rule.

Before you make any purchase, read this article that explains **[how to calculate the Cap Rate and the Cash-on-Cash Return.](#)**

Subject: GRANTS WORKSHOP: September 9th, 2016 at 1:00pm in Lynn Valley Community Room
From: Eric Godot Andersen <EricGAndersen@shaw.ca>
Date: 9/5/2016 10:42 AM
To: "info nvcan.ca" <info@nvcan.ca>, John Miller <jlmmam@shaw.ca>
CC: Corrie Kost <corrie@kost.ca>

Hi John and Babs,

The BCA has in the past (not always successfully!) applied for grants from the DNV (now through the North Vancouver Recreation & Culture) for our yearly Blueridge Good Neighbour Day, which is the reason that we are on their mailing list.

Last week they sent us the following invitation.

Although it looks heavily aimed at the arts community, John Rice from the organizers confirmed that it would apply for our type of event quote

Our 'Community Events' grants are intended specifically to support neighbourhood-based celebrations such as Blueridge Day. I look forward to seeing you or Dagmar (or whoever else) at the workshop on Friday. Regards, JR

Unquote

I think it would be important for other community associations to be aware of this workshop, since others may wish to apply for grants for their community events.

Unfortunately due to the timing, this can not be discussed at the first NVCAN meeting, which takes place on September 15, i.e. AFTER the workshop in question...

I would, therefore, respectfully suggest that this info be sent out soonest to the community associations, enabling them to send a representative on September 9, should they be interested.

Rgds/Eric



From: John Rice <RiceJ@nvrc.ca>
Sent: August 30, 2016 4:02 PM
To: John Rice
Cc: Barb McLean; Amanda Dickson; Jody Shaw
Subject: GRANTS WORKSHOP: September 9th, 2016 at 1:00pm in Lynn Valley Community Room



Description: nvrc-horizontal-RGBSMALL

Arts & Culture Grants Workshop

Friday September 9, 2016

Lynn Valley Community Room

— 1:00 pm —

“New Grants Policy to be Implemented in 2017”

In 2015 North Vancouver Recreation & Culture completed a system-wide review of all arts and culture grants. In November of that year, Councils for the City and District of North Vancouver adopted the new policy in time for a soft launch/phased implementation starting in the 2016 grant year. Now, as we look forward to the 2017 grant year, all the key policy and program changes are ready to be implemented. This free information workshop provides an overview of the program changes and new funding opportunities in 2017.

Specifically, the workshop will cover:

- Operating Assistance
- Programming & Project Assistance
 - Celebrations & Events Grants
 - Community Public Art Grants
- policy goals + purpose of grants programs
 - funding rationale
- eligibility and evaluation criteria
 - multi-year funding
 - phased grant intakes
 - application procedures
 - reporting requirements

Who Should Come?

Everyone is welcome – no registration is required! However, the workshop will be most relevant to (representatives of):

- non-profit arts organizations
- arts groups and arts service organizations that support professional arts practices and that occupy a leadership position within the local arts community
 - community art groups and collectives
- community-based arts groups that directly engage the creative participation of local residents through a variety of programs and activities
- emerging arts groups or coalitions that offer something new, different or unique
- arts groups from diverse communities, and groups that explore the intersection of cultural traditions and new arts practices
 - community groups that put on an event or a festival
- other recognized community groups that may be eligible for grant support to plan,

run, or promote that event, activity or project

Web Resources

More information about the Arts & Culture Grants, including a link to the *Program Guidelines*, is available on the website at www.nvrc.ca



North Vancouver Recreation and Culture Commission

www.nvrc.ca

Ciara Lopez Make lots Attention loan ads facebook because all are not true. I mention it because I have been a victim before finding the right path.

I look forward to seeing you on the 9th! Sincerely, JR

johnrice

Cultural Services Officer



Description:
nvrc-horizontal-RGBSMALL

NEW OFFICE LOCATION

Delbrook Community Recreation Centre
600 West Queens Road
North Vancouver, BC V7N 2L3

p. (604) 983.6466

c. (604) 561-8641

e. ricej@nvrc.ca

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— image002.jpg —



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Eric Gadot Andersen

2589 Derbyshire Way
North Vancouver, B.C.
V7H 1P9
Phone: 604 929 6849
Fax: 604 929 6803



Before printing this e-mail, please assess if it is really needed

— Attachments: —

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MUNICIPAL DEALINGS IN PROPERTY

MURDY & McALLISTER

These materials were prepared by Christopher S. Murdy of Murdy & McAllister, Vancouver, B.C., for Continuing Legal Education, February 2006 and updated by Michael McAllister for 2010 Clerks, Corporate Officers Forum, LGMA.

© Christopher S. Murdy

MUNICIPAL DEALINGS IN PROPERTY

I. Introduction

II. Property Dispositions

- A. Dispositions of Land and Improvements
- B. Dispositions of Water Systems, Sewage Systems and Other Utilities
- C. Dispositions of Property in Police Possession
- D. Delegation of Right to Dispose of Interest in Land
 - 1. Common Law
 - 2. Part 5 of the Land Title Act
 - 3. Section 26 Notice Requirements
 - 4. Delegation of the Right to Enter into Lease Agreements for the Use of Municipal Lands and Buildings
 - 5. Delegation of the Right to Dispose of Statutory Rights-of-Way and Easements
 - 6. Delegation of Right to Enter into Other Real Property Arrangements

III. Highways and Closures

- A. Title to Highways
- B. Grant of Occupation Licences and Permission of Highway Encroachments
- C. Highway Closures and Removal of Highway Dedication
- D. Highway Dispositions

IV. Land Exchanges

V. Parks

- A. Park Ownership and Acquisition
- B. Park Dispositions

VI. Conclusion

I. Introduction

The *Community Charter*, S.B.C. 2003, c. 26 (the “*Charter*”) reversed the reasoning process to be applied when determining whether a municipality has certain powers in relation to dealings in property. Before the *Charter* came into force, the departing premise was that municipalities had no powers in relation to dealings in property, unless those powers were expressly mentioned in the legislation. By contrast, under the *Charter*, there is a presumption that municipalities have the capacity, rights, powers and privileges of a natural person of full capacity,¹ unless those powers are limited by the legislation. In other words, under the *Charter*, municipalities have all the powers to deal in property that persons of full capacity have, unless the legislation imposes limits on those powers.

¹ *Charter*, s. 8(1).

Another change introduced by the *Charter* that has an impact on municipal dealings in property is the vesting of the title to highways in the municipalities they are located in, subject to certain exceptions.² The *Charter* also eliminated the requirement that municipalities formerly had to make the lands or improvements they intended to dispose of available to the public for acquisition. Addressing the topic of municipal dealings in property under the *Charter*, this paper commences with an outline and discussion of the general requirements in connection with dispositions of municipal property. The paper continues with the specific rules on and issues arising out of dealings in highways. The paper concludes with an outline of the municipal powers and duties in relation to land exchanges and dealings in parks.

II. Property Dispositions

A. Dispositions of Land and Improvements

The *Charter* changed some of the requirements imposed on a municipality in relation to property dispositions. Before the *Charter* came into force, subject to certain exceptions, municipalities had to make the lands or improvements available to the public for acquisition if they intended to dispose of such lands or improvements. In addition, municipalities had to give notice of proposed dispositions. These requirements are still applicable to regional district boards under sections 186 [*disposition of land and improvements*] and 187 [*notice of proposed disposition*] of the *Local Government Act*, R.S.B.C. 1996, c. 323 (the “*Local Government Act*”). The *Charter* eliminated the requirement that municipalities make the lands or improvements available to the public for acquisition, but maintained the public notice requirement.

Specifically, section 26 of the *Charter* currently requires that before a council disposes of land or improvements, it publish notice of the proposed disposition in accordance with section 94 [*public notice*]. In other words, there are two preconditions to the notice requirement. First, there must be a disposition. Second, the object of the disposition must be land or improvements. The first issue that arises is what constitutes a disposition. Under section 29 of the *Interpretation Act*, R.S.B.C. 1996, c. 238 (the “*Interpretation Act*”), the term “dispose” has a broad and inclusive definition:

"dispose" means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, divest, release and agree to do any of those things.

It is unclear whether a municipality disposes of land when it grants a licence to use its land. The better view is that granting a licence to use does not constitute a disposition of land, and as a result does not trigger the section 26 notice requirements.

With respect to the object of the disposition, the *Charter* adopts the definition of land from the *Assessment Act* for the purposes of assessment and taxation. Under the *Assessment Act*, R.S.B.C.

² *Charter*, s. 35.

1996, c. 20 (*Assessment Act*) land includes land covered by water, quarries, sand and gravel, but excludes coal or other minerals. For other purposes, the *Charter* defines “land” to include the surface of water, but to exclude improvements, mines or minerals belonging to the Crown, or mines or minerals for which title in fee simple has been registered in the land title office. As neither the *Charter* nor the *Assessment Act* specifies whether “land” includes an interest in land, the definition of “land” in the *Interpretation Act* must be resorted to. Section 29 of the *Interpretation Act* defines “land” to include “any interest in land, including any right, title or estate in it of any tenure, with all buildings and houses, unless there are words to exclude buildings and houses, or to restrict the meaning.” In other words, if a municipality grants an easement, a statutory right-of-way or other interests in land short of fee simple title, the notice requirements in section 26 of the *Charter* apply, which incorporate the requirements of section 94 by reference.

Pursuant to section 94 of the *Charter*, the notice must be posted in the public notice posting places at municipal halls or regional district offices. The notice must also be published in a newspaper that is distributed at least weekly in the area affected by the subject matter of the notice. If the area affected is not in the municipality, the publication must also be in a newspaper that is distributed at least weekly in the municipality. Unless otherwise provided, the notice must be published once each week for two consecutive weeks before the disposition occurs.

If publication in a newspaper is not practicable, the notice may be given in the areas by alternative means as long as three conditions are met. First, the notice must be given within the same time period as required for publication. Second, the notice must be given with the same frequency as required for publication. However, this second requirement does not apply in relation to an area if the alternative means is by individual distribution to the persons resident in the area. Third, the notice must provide notice that the council considers is reasonably equivalent to that which would be provided by newspaper publication if it were practicable.

In addition to the requirements in section 94, there are further requirements depending on whether or not the property is available to the public for acquisition. In the case of property that is available to the public for acquisition, section 26 of the *Charter* requires the notice to include a description of the land or improvements, the nature and, if applicable, the term of the proposed disposition, and the process by which the land or improvements may be acquired. In the case of property that is not available to the public for acquisition, the notice must include a description of the land or improvements, the person or public authority who is to acquire the property under the proposed disposition, the nature and, if applicable, the term of the proposed disposition, and the consideration to be received by the municipality for the disposition.

Section 26 of the Community Charter for municipalities and section 187 of the Local Government Act for Regional Districts requires that notice be given prior to the disposition.

For a municipality, the form of the notice will depend on whether a deal has already been made or whether the municipality is making the lands available to the public. If a deal done, the notice must identify the land, the buyer, the nature of the disposition and the price. For a regional district or a municipality where no deal has been struck, the notice must identify the land, the nature of the disposition, and the process by which it may be acquired.

Where land is being offered or sold for less than market value to a person or organization (other than a business), then notice must also be given of the municipalities or regional districts intention to grant assistance. See either section 24 of the Community Charter or section 185 of the Local Government Act. (See *Coalition for Safer Stronger Inner City Kelowna v. Kelowna (City)* 32MPLR (4th) p 313).

The process by which the land or improvements may be acquired by the public might be a tendering process. Pursuant to the common law in relation to tendering, a municipality owes a duty of fairness to the bidders. In this regard, the British Columbia Court of Appeal in *Graham Industrial Services Ltd. v. Greater Vancouver Water District*, 2004 BCCA 5 (“*Graham Industrial*”) noted that since *Ontario v. Ron Engineering & Construction (Eastern) Ltd.*, [1981] 1 S.C.R. 111 (“*Ron Engineering*”), the focus of the Supreme Court’s jurisprudence in this area has been protection of the integrity of the tendering process and ensuring that owners observe their duty to treat bidders fairly and equally. This duty was imposed by the Supreme Court of Canada in *Ron Engineering*³ and *M.J.B. Enterprises v. Defence Construction (1951) Ltd.*, [1999] 1 S.C.R. 619 (“*M.J.B. Enterprises*”).⁴

Of interest is the contrast between the recent case law and *Allard Contractors Ltd. v. Coquitlam (District)*, 54 B.C.L.R. 18 (1983, BCSC) (“*Allard Contractors*”), where the British Columbia Court of Appeal held 23 years ago that a municipality did not owe a duty of fairness to the potential buyers of a gravel pit.

In, *Allard Contractors*, the respondent municipality gave public notice of its intention to sell a certain gravel pit, as was required under the legislation at that time. The notice specified a minimum price and that any sale would be conditional upon the purchaser effecting mining systems and land reclamation plans approved by a committee of government agencies appointed to ensure that operation of the pit would not have adverse effects on the environment. The respondent J.C. Ltd. had been working the gravel pit in question under licence for a period of five years, and had prepared a mining plan for approval by the committee. Both J.C. Ltd. and Allard Contractors Ltd. bid on the purchase of the pit. At an in-camera meeting of the municipal council, the two offers were discussed and a representative of the Ministry of the Environment pointed out that only J.C. Ltd. was in a position to ensure that no environmental damage would take place, that the other bids would require a delay of months, and that if the municipality did not ensure against environmental damage it would be held responsible. The council resolved to sell to J.C. Ltd. Allard Contractors Ltd. applied under the *Judicial Review Procedure Act* to quash the decision alleging that it was illegal in that it discriminated in favour of J.C. Ltd. and against all other potential purchasers. In addition, the petitioner argued that the municipality had breached its duty of fairness, particularly in failing to give the petitioner an opportunity to reply to the adverse evidence of the Ministry of the Environment representative.

The court dismissed the petition, holding that the municipality's offer to sell did not discriminate in fact. All parties knew that they had to abide by the *Mining Act* and address the environmental

³ *Ron Engineering* at 121.

⁴ *M.J.B. Enterprises* at ¶41.

concerns. It happened that J.C. Ltd. was in a better position to do this at an early date, but that did not make the other bids incapable of acceptance as it was not stated that the mining plan had to be done immediately, only that it had to be done. There was no evidence that the respondent acted with the improper motive of favouring one individual without regard to the public interest. The court held that the council acted in good faith in what it thought to be the best interests of the municipality. The municipality did not have to comply with the rules of natural justice or fairness in making its decision. The court held that a sale of unwanted municipal land did not require application of the rules of fairness.

In light of *Graham Industrial, M.J.B. Enterprises* and *Ron Engineering*, a court would probably render a different decision today if it were to be faced with the facts in *Allard Contractors*.

In *Bushell v. Richard*, 28 M.P.L.R. 219 (1985, Nova Scotia Supreme Court, Trial Division) (“*Bushell*”), a decision that was rendered four years after *Ron Engineering*, the court upheld a sale of municipal land to a person whose tender was not the highest bid. The court did not refer to *Ron Engineering* in its judgement. Of importance was that when inviting tenders from the public at large, the municipality included the words “the highest or lowest tender will not necessarily be accepted” as a condition relating to the sale. The court in *Bushell* noted that no statutory procedures were prescribed concerning the manner to be followed in the disposition of real property which was no longer required for the uses or purposes of the municipality. The court held that the councillors did not act in bad faith in accepting the lower offer as this was within their power. Further, the court found that the councillors were not moved by ulterior motives, and that the exercise of their judgement could be considered at the ballot box, but not in court.

One way of ensuring that a municipality is not obligated to sell its property to the highest bidder is for the municipality to include conditions in its notice of sale. For example, if the municipality wishes the land to be sold to be used for a specific development or investment, the municipality may make the according specifications in the notice.

B. Dispositions of Water Systems, Sewage Systems and Other Utilities

The requirements under the *Charter* with respect to the disposition of utilities are substantially the same as the pre-*Charter* requirements found in section 190 of the *Local Government Act*. Currently, section 28 of the *Charter* imposes requirements with respect to the following utilities:

1. works for the supply, treatment, conveyance, storage and distribution of water;
2. works for the collection, conveyance, treatment and disposal of sewage;
3. works for the supply and distribution of gas or electrical energy;

4. works for a transportation system; and
5. works for a telephone system, closed circuit television system or television rebroadcasting system.

Section 28(2) provides that a municipal council has unrestricted authority to dispose of all of the works listed above, subject to one of the following two requirements. First, the works must no longer be required for the above-described purposes. Second, the works must be disposed of to another municipality in the same regional district or to the regional district. If none of these two requirements is met, council needs the approval of the electors in order to dispose of the works.

Section 28(3) provides that in the case of works used by a municipality to provide a water or sewer service, the council may only dispose of the works if two conditions are complied with. First, an agreement under which the water or sewer service will continue for a period specified in the agreement must be in effect. Second, the intended disposition and agreement must receive the assent of the electors. The language of section 28(3) of the *Charter* may give rise to different interpretations, due to the inconsistency between sections 28(2) and 28(3) with respect to water and sewer works. It is unclear, for example, if a municipality has unrestricted authority to dispose of water and sewer works if one of the two requirements in section 28(2) is met. Alternatively, it is unclear if section 28(3) overrides section 28(2) with respect to water and sewer works due to the use of the word “only.” There has also been some debate with respect to whether the conjunctive “and” in connection with the two requirements in section 28(3) should be read as a disjunctive “or.”

Municipalities can dispose of these systems to private operators in the context of public-private partnerships.

C. Dispositions of Property in Police Possession

The rules regarding the disposition of property in police possession are no longer in the *Local Government Act*, but in the *Charter* and a regulation thereunder. Section 67 of the *Charter* permits the municipal police to dispose of property that has come into its custody and possession, subject to two conditions. First, the owner of the property must not have been identified after reasonable effort. Second, a court must not have made an order in respect of the property. Section 67 also provides immunity from liability to the municipality, a council member, the person in lawful custody of the property, and any municipal officer, employee or agent for any claim that may arise in respect of the property, as long as the property was disposed of in accordance with section 67. The *Disposal of Property in Police Possession Regulation*, B.C. Reg. 366/2003, imposes requirements with respect to who may dispose of the property, the length of time for which the property must be held before disposal, the notice of the proposed disposal of the property, and the proceeds of sale of the property.

D. Delegation of Right to Dispose of Interest in Land

A question that frequently arises is whether council's power to dispose of an interest in land can be delegated. Generally, where a statute requires council to adopt a bylaw or other procedure to deal with land, this power may not be delegated.⁵ An example is found in section 27 of the *Charter* with respect to an exchange or disposal of park land. Section 154 does not specifically prohibit delegation of the power to deal with land interests where a bylaw is not required to do so.

The Supreme Court of British Columbia upheld the delegation by the District of Surrey of its power to dispose of municipal property to the District's land agent. (*DBC Development Corp. v. Surrey (District)*, (1989) 43 M.P.L.R. 311 ("*DBC v. Surrey*"). In *DBC v. Surrey*, the defendant municipality approved a recommendation from its land agent that surplus municipal properties be posted, advertised and then sold under "open" public listings. Council resolved to adopt the recommendation of the closed finance committee. The content of these recommendations was that council approve in advance for a period of 6 months the stated selling prices of certain surplus residential lands owned by the corporation. Further, the land agent stated in his report adopted by the finance committee and subsequently by municipal council that "[a]ny offers at or above those 'recommended selling prices' would not need further reference to council or the municipal manager." [Emphasis added.] Subsequently, certain lands were advertised and offers were made by the plaintiffs. The plaintiffs signed and delivered interim agreements of purchase and sale to the defendant municipality. The land agent signed acceptances of these agreements on behalf of the municipality and deposits were received from the plaintiffs. Municipal council subsequently held a regular special meeting and proceeded to pass a resolution that all the sales of lands be cancelled and that the lands be sold by tender. The land agent for the municipality advised the plaintiffs that because of irregularities in some of the advertisements, the offers as advertised led to false and misleading information and, therefore, the offers would be rescinded and the deposits would be returned. The plaintiffs notified that they would not accept the rescission. The plaintiffs each brought actions seeking specific performance of their respective agreements of purchase and sale.

The court found the land sales to be valid, on the ground that the interim agreements were duly signed on behalf of the municipality by its property manager. The court reasoned as follows. Section 223 of the *Municipal Act* expressly provided that all powers of municipal council could be exercised by by-law or resolution. Approval by resolution that the surplus properties be sold under open listings was given by council. There was no requirement under the *Municipal Act* that such contracts return back to council for approval or ratification. In fact, there was an express statement in the recommendations adopted by council that the recommended selling prices would not need further reference to council or the municipal manager. The court awarded specific performance to the plaintiffs.

Despite *DBC v. Surrey*, even when there appears to be no specific statutory condition or restriction against delegating the power to dispose of an interest in land, it is advisable that

⁵ *Charter*, s. 154(2).

municipalities not delegate their power to dispose of land interests, particularly with respect to leaseholdings and more significant real property assets such as parcels held in fee simple. While the *Charter* does not expressly prohibit delegation of many land transactions, a regular practice of having council approve each and every disposal, and the instruments being executed under the municipality's seal by the mayor and clerk, promotes certainty as to the validity of property transactions, both under the common law and Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 (the "*Land Title Act*"). Such a practice would also be in accord with the section 26 notice requirements.

1. Common Law

At common law, municipal corporations are viewed as trustees of the residents in relation to public assets, so that alienation of those assets is viewed (perhaps indirectly) as a matter of policy rather than mere administration. The courts are likely to scrutinize a delegation of power to deal with interests in land even more strictly than they do when scrutinizing regular contracts, since the land belongs to the residents of the City as a corporation. (*Stewart (District) v. Stewart Harbour Authority* 2004 BCSC 8 ("*Stewart*"))

In *Stewart*, for example, the District of Stewart sought to set aside an agreement that it entered into with the Stewart Harbour Authority on the grounds that, among other things, the District lacked statutory authority to enter into the agreement. The agreement placed virtually all of the District's potentially revenue-producing assets in the hands of the Harbour Authority to manage according to its view of appropriate economic development for the District. The only substantial revenues left for the District were its tax base, and rates for water and sewage. Nonetheless, the District was left with substantial responsibilities for funding the District assets.

The court held that the agreement amounted to a delegation of the municipality's functions under section 176(1)(d) of the *Local Government Act*. The *Local Government Act* did not appear to authorize such a delegation to a body such as the Harbour Authority. The court held that even if such a delegation were made to a body contemplated by section 176(1)(e) of the *Local Government Act*, it could have only been by way of a bylaw complying with section 192. The court held further that the delegation to the Harbour Authority was not a mere incidental or formal provision, but that it was fundamental to the agreement. As it was outside the power of the District to agree to that clause, the court declared the agreement to be void. The court concluded with the following remarks:

Before leaving this issue, I should express doubt as to whether an open-ended agreement such as the HA Agreement, even without the power to dispose of interests in land, is properly within the phrase "management agreement" in section 176(1)(a)(iii) of the *Local Government Act*. That section appears to contemplate a municipality entering into agreements with private parties for the provision of management services, to carry into effect programs and schemes under the direction of the municipality. I have serious doubts as to whether it enables a municipality to turn over to third parties, without oversight, the broad

policy-formulation functions that form the heart of municipal control over its assets. (*Stewart* at ¶ 46) [Emphasis added.]

Another common law principle relevant to a municipality's delegation of its power to dispose of an interest in land is the indoor management rule, and in particular the recent developments with respect to its application to municipalities. Traditionally, the courts have held that the indoor management rule does not apply to municipalities. In other words, unlike the case with private corporations, municipal corporations are not bound by the rule of "apparent authority" that applies to corporate contracts. As a result, third parties contemplating a contract with a municipality could not rely on a person who only apparently represented the municipality to have the authority to bind the municipality to a contract. (*Silver's Garage v. Bridgewater (Town)* [1971] S.C.R. 577)

Recently, however, in *Canada Safeway Ltd. v. Surrey (City)* 2004 BCCA 499 ("Canada Safeway"), appeal to Supreme Court of Canada dismissed [2004] S.C.C.A. 577, our Court of Appeal modified to some extent the rule against "apparent authority." The court in *Canada Safeway* held that when the mayor and clerk execute a contract and apply the corporate seal, a "presumption of regularity" is established that council had approved the transaction. The court held that "[u]nder the common law presumption of regularity, an *evidentiary* presumption arises from such execution, placing an onus on the municipality to show that in fact the document was signed and sealed without authority." (*Canada Safeway* at ¶24) In reaching this decision, the court implicitly took into account the immediate knowledge that a clerk and mayor have of council proceedings and the expectation that they act in accordance with the decisions of council. Because the mayor is the chief executive officer of the municipality and is charged with reflecting the will of council and carrying out duties on behalf of council under the section 116 of the *Charter*, the mayor's signature together with the clerk's is probably the best evidence that council has formally approved the disposal.

2. Part 5 of the *Land Title Act*

Part 5 of the *Land Title Act* contains requirements for execution of instruments that transfer, charge or otherwise deal with or affect land. While making no particular reference to municipal corporations, section 44(2) provides that "a corporation must execute an instrument by its authorized signatory who must, on behalf of the corporation, sign his or her name to the instrument." Section 48(2) provides that where an instrument is under a corporate seal, the signature of the officer witnessing the execution certifies that the individual who signed the instrument and affixed the seal was properly authorized to do so.

3. Section 26 Notice Requirements

In addition to the common law and the requirements under the *Land Title Act* with respect to an instrument evidencing a disposal of municipal property, section 26 of the *Charter* constitutes another reason for the desirability of Council approval of such dispositions. A resident of the City receiving notice of the proposed transfer and wanting to question the disposal is likely to

direct his or her query to an elected representative. As a result, the statutory notice requirement suggests that council members are expected to be aware of the intended transfer.

4. Delegation of the Right to Enter into Lease Agreements for the Use of Municipal Lands and Buildings

A lease is a form of disposition. In light of the above discussion, it is advisable that council retain its power to approve leases for the use of municipal property and any amendments thereto or termination or renewal thereof. If this seems too onerous during periods of high activity, it is advisable that, at the least, council retain its control by reserving the power to approve or reject any action that would materially affect the municipality's interest in the lease.

5. Delegation of the Right to Dispose of Statutory Rights-of-Way and Easements

Statutory rights-of-way and easements also represent interests in land, albeit of a lesser nature than fee simple ownership. Their value can amount to half of the market value of the land, or more, depending on the circumstances. Their disposal requires advance public notice.⁶ While delegated officers and employees may, of course, influence a decision to dispose of a statutory right-of-way or easement through recommendations, as a matter of best practice, the final decision should remain with council rather than a delegate, for the reasons explained above.

If council wants to delegate this power, it is advisable that a maximum value and perhaps a list of circumstances be established in the delegating bylaw, beyond which approval by council must be obtained. This may help avoid an attack on the validity of a transaction on the basis that the decision impacts public policy and therefore should properly be retained by council.

6. Delegation of Right to Enter into Other Real Property Arrangements

Where real property arrangements do not amount to a disposal of an interest in land, a municipal council can, by bylaw, delegate its power to dispose of real property to an official. This official may then enter such contracts on behalf of the municipality, subject to any limits set out in the bylaw. An example of this kind of delegation in relation to real property would likely be a licence to use land or a building where use or occupation is not exclusive to the licensee.

III. Highways and Closures

A. Title to Highways

⁶ *Charter*, s. 26.

One of the major changes introduced by the *Charter* is the vesting of the title to highways in municipalities. In this regard, section 35(1)(a) of the *Charter* provides that subject to certain exceptions, “the soil and freehold of every highway in a municipality is vested in the municipality.” The following ten types of highways are excluded from the section 35(1)(a) vesting:

1. Provincial arterial highways, including the intersection between a Provincial arterial highway and another highway and any interchange between a Provincial arterial highway and another highway;
2. highways referred to in section 23(1) of the *Greater Vancouver Transportation Authority Act*;
3. highways in a park, recreation area or ecological reserve established under the *Park Act*, the *Ecological Reserve Act* or the *Protected Areas of British Columbia Act* or an area to which an order under section 7(1) of the *Environment and Land Use Act* applies;
4. highways in a regional park under the *Park (Regional) Act*;
5. a regional trail under the *Park (Regional) Act*, other than a regional trail that is part of the road system regularly used by vehicle traffic;
6. land, including the improvements on it, on which Provincial works such as ferry terminals, gravel pits, weigh scales and maintenance yards are located;
7. roads referred to in section 66 of the *Forest Practices Code of British Columbia Act* that have not been declared to be public highways;
8. highways vested in the federal government;
9. in relation to a reserve as defined in the *Indian Act* (Canada), highways in the reserve or that pass through the reserve; and
10. public rights of way on private land.

Further, the section 35(1)(a) vesting is subject to the Province’s right of resumption, and to its ability to grant privileges in connection with the taking of water.⁷ However, the Provincial government’s right of resumption may be cancelled either by order of the minister responsible for the *Transportation Act* if certain conditions are met, or automatically if certain conditions in the *Resumption of Highways Regulation*, B.C. Reg. 245/2004 (“*Resumption of Highways*

⁷ *Charter*, s. 35(7).

Regulation”), under the *Charter* are met.⁸ Pursuant to the *Resumption of Highways Regulation*, the Provincial government’s right of resumption is cancelled if, for example, the municipality has closed the highway or has removed its dedication.

The Province also retains the right to take gravel, sand, stone, lime, timber or other material that may be required in the construction, maintenance or repair of a road, ferry, bridge or other public work. Excluded from the vesting are also all rights to geothermal resources, minerals, coal, petroleum and gas lying under the highways.⁹

B. Grant of Occupation Licences and Permission of Highway Encroachments

A right flowing from the possession and ownership of highways by municipalities is the right of municipalities to grant licenses of occupation of parts of a highway for purposes such as sidewalk cafés, and permit encroachments, such as doorsteps, verandas, porches and balconies or signs projecting over a highway. In this regard, section 35(11) of the *Charter* confirms that a council may grant a licence of occupation or an easement, or permit an encroachment, in respect of a highway that is vested in the municipality. Councils may grant such licenses or permit such encroachments by resolution.

Before the municipal legislation vested title to highways in municipalities, municipalities had no right to grant encroachments. To illustrate, in *Covucci v. Trail*, (1996) 36 M.P.L.R. (2d) 105 (BCSC), the petitioner’s property was abutted by a 20-foot wide strip of land. When the area was originally subdivided, the land was dedicated for highway purposes with the intention that it was to be developed as a lane. The proposed development never took place. 17 years after the subdivision, the city passed a bylaw stopping up and closing the traffic in the lane allowance. 33 years after the subdivision, the city granted the neighbours on the other side of the land a revocable licence to encroach on the land and use it for landscaping and yard purposes. The petitioner applied for a declaration that the licence was invalid and of no effect.

The court found in favour of the petitioners, holding that a municipality’s right of possession of a highway could only be exercised for highway purposes. When the subdivision plan regarding the land’s use as a highway was originally registered, the right to possession of the land vested in the city. As such, the city had no right to grant a licence to the neighbours to use the land for landscaping and yard purposes because the arrangement was not one directed to using the land for highway purposes.

With respect to encroachments in the form of poles erected on highways, section 43 of the *Charter* permits municipalities to enter into agreements with and impose requirements on persons erecting such poles. Section 36(2)(e) of the *Charter* imposes a limitation on the municipal powers in section 43 [*Agreements respecting municipal equipment on utility poles*] of the *Charter*. Specifically, section 36(2)(e) limits the municipal authority in relation to all

⁸ *Charter*, s. 35(10).

⁹ *Charter*, s. 35(7).

electrical transmission and distribution facilities and works that are on, over, under, along or across a highway, by making it subject to the *Utilities Commission Act* and to all orders, certificates and approvals issued, granted or given under that Act.

C. Highway Closures and Removal of Highway Dedication

Another incident of the ownership of highways by municipalities is the ability of municipalities to, by bylaw, close the highways they own without provincial approval, as was previously required. Council may also, by bylaw, remove the dedication of a highway that has been closed or that is to be closed by the same bylaw. However, section 40 of the *Charter* provides that two requirements must be met before council adopts a bylaw closing a highway or removing a highway dedication. First, council must give notice of its intention in accordance with section 94 [public notice], the provisions of which are summarized above. **Second, council must provide an opportunity for persons who consider they are affected by the bylaw to make representations to council. In addition, before adopting a bylaw closing a highway, council must deliver notice of its intention to the operators of utilities whose transmission or distribution facilities or works council considers will be affected by the closure.** On filing of a bylaw closing a highway or removing a highway dedication in the land title office, the property subject to the bylaw ceases to be a highway, its dedication as a highway is cancelled, and title to the property may be registered in the name of the municipality.

The municipalities' power to close highways is subject to additional limitations. The operator of a utility affected by such a closure may require the municipality to provide reasonable accommodation of the utility's affected transmission or distribution facilities or works on agreed terms.¹⁰ If the parties fail to agree, the matters must be settled by arbitration.¹¹

In addition, council may only remove the dedication of a highway that was dedicated with the consent of the owner of the parcels created by the plan deposited in the land title office when the land was dedicated, if the following three conditions apply. First, the highway must have been dedicated by the deposit of a subdivision or reference plan in the land title office. Second, the highway must not have been developed for its intended purpose. Third, the owner of the land at the time the plan was deposited must still be the owner of all of the parcels created by the plan.

Further, if the effect of a proposed highway closure will be to completely deprive an owner of the means of access to their property, section 41 of the *Charter* imposes one of the following two requirements on the municipality. First, the municipality must obtain the consent of the owner before the owner is deprived of access. Second, in addition to paying any compensation for injurious affection required under section 33(2) of the *Charter*, the municipality must ensure that the owner has another means of access that is sufficient for this purpose.

¹⁰ *Charter*, s. 41(4).

¹¹ *Charter*, s. 41(5).

Another restriction on the municipalities' powers to close highways is that if the highway to be closed or part of it is within 800 metres of an arterial highway, the bylaw closing the highway may only be adopted with the approval of the minister responsible for the *Transportation Act*.¹²

The right of municipalities to close highways is restricted in the case of intermunicipal boundary highways. The *Charter* defines an "intermunicipal boundary highway" to mean "a highway that forms all or part of the boundary between 2 or more municipalities, including any part of such a highway that deviates so that it is wholly or partly inside one or more of the municipalities, but does not include all or part of an intermunicipal transecting highway." An "intermunicipal transecting highway" is "a highway that transects 2 or more municipalities and serves those municipalities." Section 37 of the *Charter* provides that in the case of an intermunicipal boundary highway, the councils of the applicable municipalities have joint jurisdiction over the highway. Unless the councils agree otherwise, the highway must be opened, maintained, kept in repair and improved by the municipalities. Further, bylaws respecting the highway must be mutually acceptable to those municipalities or be in accordance with an intermunicipal scheme under section 14 [*intermunicipal service, regulatory and other schemes*] in relation to the highway. As a result, an intermunicipal boundary highway may not be closed without the agreement of the applicable municipalities.

To exemplify, a few years ago, a dispute arose between the cities of Coquitlam and New Westminster with respect to the closure of Braid Street, which was declared to be an intermunicipal boundary highway at the location of the gates. The facts underlying *Coquitlam (City) v. New Westminster (City)*, 2002 BCSC 1464, upheld on appeal 2003 BCCA 638 ("*Coquitlam v. New Westminster*") were that the two cities shared a common boundary and a street leading to a bridge between them. The City of Coquitlam received funding to extend the existing bridge with a new four-lane bridge, which ended at the old bridge. Coquitlam undertook the extension of the road rather than losing the funding. The 4-lane extension to the old bridge presented a concern to New Westminster for safety reasons, as statistics showed that there would be a 59-90% increase in collisions between trains and vehicles. In addition, the visibility from the bridge was limited, Braid Street was not sufficiently wide between the bridge and Canfor Avenue, the bridge was not designed for cyclists or pedestrians, Braid Street had no curbs or sidewalks along this four block stretch, and there were unprotected drop-offs on the approaches to the bridge. As a result, the City of New Westminster put up concrete barriers and closed the gate across the street, preventing traffic from Coquitlam from entering New Westminster along that route. Both cities passed by-laws declaring the bridge to be an intermunicipal bridge, although New Westminster repealed the by-law. Coquitlam brought an application for declarations respecting the street and the bridge under the *Local Government Act*, which was applicable to municipalities at that time, and to compel New Westminster to remove the barriers.

The court granted Coquitlam's application, holding that Braid Street was an intermunicipal bridge at the location of the gates pursuant to section 539 of the *Local Government Act*, which is the predecessor to section 37 of the *Charter*. While the court recognized its discretion to permit non-compliance with the mandatory language of the legislation requiring that the road be kept open, the court concluded that the public interest weighed in favour of keeping the road and

¹² *Charter*, s. 41(3).

bridge open to the public. As a result, New Westminster was ordered to open the gate and remove the concrete barriers blocking access to the street, despite the safety concerns of New Westminster.

D. Highway Dispositions

The municipalities' power to dispose of highways is also subject to certain limitations. A municipality may only dispose of a closed or partially closed highway that provides access to a body of water, if one of two conditions is met. First, the municipality must be exchanging the property for other property that the council considers will provide public access to the same body of water that is of at least equal benefit to the public. Second, the proceeds of the disposition must be paid into a reserve fund, with the money from the reserve fund used to acquire property that the council considers will provide public access to the same body of water that is of at least equal benefit to the public.¹³

A further restriction is that an intermunicipal boundary highway may not be disposed of without the agreement of the applicable municipalities.¹⁴

IV. Land Exchanges

A land exchange is an ordinary disposition of land where the consideration for the disposition constitutes wholly or partly of real property. As a result, municipalities may dispose of land in exchange for other land, as long as they comply with the section 26 notice requirements applicable to dispositions of land or improvements generally. The only restrictions imposed by the *Charter* are with respect to land exchanges involving municipal dispositions of parks, of public squares or of highways that provide access to a body of water. In this regard, the land received in exchange by municipalities must be suitable to perform the same public functions as the land disposed of.

Specifically, section 27 of the *Charter* allows municipalities to dispose of municipal parks in exchange for other land suitable for a park or public square. Municipalities can only dispose of these parks by bylaw adopted with the approval of the electors (formerly known as the "counter-petition" process). The land received by the municipality is dedicated for the purpose of a park or public square and the title to it vests in the municipality. Any land given in exchange by the municipality is transferred free of any dedication to the public for the purpose of a park or a public square.

Pursuant to section 41, if a municipality closes a highway that provides access to a body of water, the municipality may exchange the highway for other property that the council considers will provide public access to the same body of water that is of at least equal benefit to the public.

¹³ *Charter*, s. 41(1).

¹⁴ *Charter*, s. 37.

V. Parks

A. Park Ownership and Acquisition

There are several ways in which a municipality can become the owner of a park. For example, municipalities may acquire park land on an application for subdivision by an owner, or as payment of a development cost charge by an owner if permitted by the development cost charge bylaw.

Pursuant to section 941 of the *Local Government Act*, an owner of land being subdivided may provide park land of an amount and in a location acceptable to the local government. In this case, the land must be shown as park on the plan of subdivision, and title to the land vests in the municipality.

Pursuant to section 936 of the *Local Government Act*, an owner may provide payment for a development cost charge for park land in the form of land if the development cost charge bylaw allows for such an arrangement. In this case, the owner must provide a registrable transfer of the land to the local government, or the owner must deposit a plan of subdivision on which the land is shown as park in the land title office.

The *Charter* vests in municipalities, for park or public square purposes, all the lands in the municipalities that have been dedicated to the public as parks or public squares by a subdivision plan, explanatory plan or reference plan deposited in the land title office.¹⁵ Title to these parks has been vested in municipalities since the enactment of Bill 14 in 2000. Prior to Bill 14, municipalities only had possession and control of such parks.

B. Park Dispositions

Pursuant to section 27 of the *Charter*, council may only dispose of the parks mentioned above in exchange for money or in exchange for other land. There are restrictions with respect to both options. With respect to the land sale, council may only dispose of such parks by bylaw adopted with the approval of the electors and provided that the proceeds of the disposal are to be credited to a park land acquisition reserve fund. With respect to the land exchange, council may only dispose of all or part of such parks in exchange for other land suitable for a park or public square. Such land taken in exchange by a municipality is dedicated for the purpose of a park or public square, and the title to it vests in the municipality.¹⁶

A transfer of land by a municipality under section 27 has effect free of any dedication to the public for the purpose of a park or a public square.¹⁷

¹⁵ *Charter*, s. 29.

¹⁶ *Charter*, s. 27(3).

¹⁷ *Charter*, s. 27(4).

VI. Conclusion

Summing up, the *Charter* introduced significant changes in relation to municipal dealings in property. As a result of the vesting of title to highways in municipalities, municipalities will likely be involved in more property transactions. The *Charter* having come into force only two years ago, the full meaning and effect of some of the new provisions may not be clear until the courts interpret them.

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Jurassic Parliament Newsletter
July 2016 Vol. IX, No. 7

Publish the numbers when electing nonprofit officers

When it comes time for electing nonprofit officers, far too often we see announcements like this:

"The election for president was held and Director Black was elected to the office."



This is a mistake! When you hold an election for office, **BE SURE to include the numbers of votes cast for each individual in your announcement and minutes.**

This is necessary to affirm the integrity of the election and the tellers (people who count the votes). If you publish a sloppy statement like the above, how do people know that the votes were properly counted and that the election is valid?

Publishing this information also informs the members and candidates about the views of the voters. Someone who came in a close second may be heartened to run again, whereas someone who garnered only a few votes may decide that it's time to put his energies elsewhere.

I understand the impulse to spare people's feelings, but please, please, please, don't indulge in soft-hearted compassion for the loser and deprive him or her, and all the members, of this relevant and essential information. Publish your numbers when electing nonprofit officers.

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You won't find this exact statement in Robert's Rules of Order

Someone once asked me where in Robert's Rules exactly it says that you must publish your numbers when electing nonprofit officers. You won't find this exact statement because the ethos of the entire book is that boards must be democratic and fair. It smacks of the back room and Tammany Hall to conceal the numbers from the voters. I believe that Robert could never have imagined that someone would make this mistake, and therefore there is no warning against it.

Ann G. Macfarlane

Professional Registered Parliamentarian

This month's nugget

Think higher. Live deeper.

Elie Wiesel, 1928 - 2016

Quick tip: A motion to adjourn is not always necessary



Members at a meeting may move to adjourn to end the meeting, but sometimes a motion isn't necessary. If the group has come to the end of its scheduled agenda, the presider may ask, "Is there any further business?" If no one speaks up, she simply says, "The meeting is adjourned."

News about us

Seattle weather is at its glorious best, and we sigh with relief in looking at the temperatures across the nation. Time to hunker down with a few good books and some iced tea. Andrew enjoyed his time in Ireland. Ann took a quick trip to Minneapolis and explored her