

File No.: 04-1000-20-2017-217

July 12, 2017

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of June 2, 2017 for:

1. A copy of the agreement between the City of Vancouver, the Vancouver Park Board and the community group responsible for the Community Garden at Guelph Park;
2. A map (or photos) detailing the City of Vancouver/Vancouver Park Board approved layout of the Community Garden including but not limited to widths of aisles, heights of planters, width and type of seating on said planters, height and type of handrails, elevations of paths, type of material used for paths, gate locking mechanism, etc.;
3. All efforts made by the City of Vancouver and Vancouver Park Board to ensure that the Community Garden at Guelph Park is Fully Accessible;
4. All records regarding the portable washrooms at Guelph Park for 2017 including but not limited to who requested them, who approved them, source of funds, copy of the contract for their delivery, supply and maintenance, etc; and
5. All City of Vancouver/Vancouver Park Board records regarding the Dude Chilling sign at Guelph Park including but not limited to internal/external correspondence, meetings including minutes, total costs including cost of removal and replacement, whether or not the sign is considered to be artwork etc.

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.22(1) of the Act. You can read or download this section here: [http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/96165\\_00](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00)

In addition to the attached responsive records, the Park Board has provided further details.

For point 2, the level of detail requested is not available, though the site location map is included in the agreement along with design requirements.

For point 3, this garden pre-dates the Park Board's new requirement for an accessibility review, which applies to all gardens built 2014 onwards. Staff review was based on guidelines produced by the Persons with Disabilities Advisory Committee and the Seniors Advisory Committee in 2011, which are available online: <http://vancouver.ca/files/cov/Community-Gardens-Accessibility-Guidelines-2011.pdf>. Community groups responsible for building gardens after 2014 are asked to propose designs that meet these guidelines. Park Board provides the materials and landscaping (typically crushed gravel) to help groups meet the guidelines. If a garden undergoes an expansion, a certain amount of accessible space is required.

For point 4, Superintendent of Citywide Services (Chad Cowles) reviews and approves all requests for portable washrooms. Considerations include permitted sport usage of the parks and any other requests received using a needs-based analysis.

For point 5, the Dude Chilling Sign is artwork donated to the Park Board; details are outlined in the February 3, 2014 Board report (links are available on the meeting's agenda page: <http://parkboardmeetings.vancouver.ca/2014/140203/index.htm>). The original artwork is stored at the Park Board Administration office; weather resistant replicas were created for permanent installation. A Dude Chilling Park Sign motion was approved at a March 11, 2013 Board meeting, which is available for viewing here: <http://parkboardmeetings.vancouver.ca/2013/130311/DudeChillingParkSignMotion.pdf>.

Lastly, as per the Park Board Paint/Sign shop, there were five work orders, including the original to make and install the sign in February 2014:

1) Feb 5/14	materials/manufacture and install	#761009701	\$1352.72
2) May 5/14	repair damaged sign	#700208445	\$253.34
3) May 21/14	repair vandalized sign	#700209400	\$91.19
4) Apr 22/16	Dude Chilling sign defaced	#700244313	\$154.80
5) May 2/16	Investigate Dude Chilling Park sign	#700245048	\$ 0.00

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto:info@oipc.bc.ca) or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2017-217); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at [foi@vancouver.ca](mailto:foi@vancouver.ca) if you have any questions.

Yours truly,



**Barbara J. Van Fraassen, BA**  
**Director, Access to Information**

*Barbara.vanfraassen@vancouver.ca*  
*453 W. 12th Avenue Vancouver BC V5Y 1V4*  
*Phone: 604.873.7999*  
*Fax: 604.873.7419*

Encl.

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From: "Park Board GM's Office" <pbgmo@vancouver.ca>  
To: s.22(1)  
Date: 5/17/2017 9:33:19 AM  
Subject: FW: A Win-Win for the Dude Chilling

Dear s.22(1),

This is further to my email below.

I wish to inform you that I have received information from our staff and I am pleased to inform you that a seasonal port-a-potty will be installed at Guelph Park.

Thank you and regards,

Ellen

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**From:** Park Board GM's Office  
**Sent:** Wednesday, May 17, 2017 8:51 AM  
**To:** edward  
**Cc:** PB Commissioners  
**Subject:** RE: A Win-Win for the Dude Chilling

Dear s.22(1),

Thank you for your email regarding your concern about Guelph Park and the need for a seasonal port-a-potty or installation of a permanent public washroom facility.

I will refer the matter to our staff concerned for review and we will update you soonest we have the information.

Thank you so much again and kind regards,

Ellen

**Ellen Sangalang**  
Executive Assistant / Office of the General Manager  
Vancouver Board of Parks & Recreation  
2099 Beach Avenue, Vancouver, BC V6G 1Z4  
Tel: 604-257-8448  
Email: [pbgmo@vancouver.ca](mailto:pbgmo@vancouver.ca)

**From:** s.22(1)  
**Sent:** Tuesday, May 16, 2017 11:01 PM  
**To:** PB Commissioners  
**Subject:** A Win-Win for the Dude Chilling

To Whom It May Concern:

I am an owner at s.22(1) and am writing to make sure of a growing problem at Guelph (a.k.a. "Dude Chilling) Park for both residents and park users alike.

With the remarkable growth of the Main Street corridor in recent years, Guelph Park has also seen a significant increase in use. It is a beloved neighbourhood park that is very well used and well loved... and serves as a great gathering place for so many different groups - from martial artists to yoga classes, from community gardens to California Kickball, from family picnics to the occasional park-bench boozier. It's a wonderful mix of city life and we - as its nearest neighbours - love it.

That being said, Guelph Park is supremely lacking in an essential service: a place to GO. And when you gotta GO, you gotta GO. Everyone who uses the park - from pregnant mothers, to young children, to park-bench-boozers - currently has to hold it. The nearest public washroom? Robson Park @ 13th and St. George (~600m away as the crow flies, holding it). All joking aside, we are experiencing a steady stream (pun intended) of park users choosing to urinate -and even defecate - in our stairwell and in our garbage enclosure. Regularly. The majority of the individuals have their wits about them... and are simply needing a place to GO.

Please understand this an opportunity for a true win-win for the Dude Chilling: prioritize the immediate re-installation of the seasonal porta-potty and consider the installation of a permanent public washroom facility at Guelph Park.

Thank you for your attention to the matter.

Sincerely,

s.22(1)

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s.22(1)  
s.22(1) | Vancouver | V5T3L8

From: ["George Brissette" <g.bris@shaw.ca>](mailto:g.bris@shaw.ca)

To: ["Mack, Tiina" <tiina.mack@vancouver.ca>](mailto:tiina.mack@vancouver.ca)

["Vancouver Park Board" <PB.Comments@vancouver.ca>](mailto:PB.Comments@vancouver.ca)

["PB Commissioners" <PBCommissioners@vancouver.ca>](mailto:PBCommissioners@vancouver.ca)

["Price, Erin" <Erin.Price@vancouver.ca>](mailto:Erin.Price@vancouver.ca)

["Mayor and Council Correspondence" <mayorandcouncil@vancouver.ca>](mailto:mayorandcouncil@vancouver.ca)

Date: 4/7/2017 4:23:13 PM

Subject: Re: Guelph Park Community Garden is NOT Fully Accessible/ Mar 24-2017/April 7-2014  
reply

April 7-2017

Thank you for the reply.

The first time I contacted the Vancouver Park Board nearly 4 years ago was after visiting the community garden site, talked to gardeners and asked them why there were no Fully Accessible garden plots or wide aisles. I've talked to those ' Community gardeners? ' twice since then most recently nearly 2 years ago when I delivered organic tomato plants I had grown from seed, potted up twice in milk cartons and hardened off ready for planting. That time children were present. Once again I asked the gardeners using Public space why there were no Fully Accessible garden plots or wide aisles. To sum up all three conversations their answer was we don't have to, we don't need them or want them.

I had no idea that it was the responsibility of the Public to ensure that community gardeners or any permit holder using Public parks or spaces, for example farmers markets, car-free days and so on, to ensure that they live up to the terms and spirit of the agreements and guidelines including the provision of Fully Accessible washrooms.

The way I read it the agreements for the use of Public space are between the VPB/COV and the permit holders/user groups and not between the permit holders/user groups and the Citizens of Vancouver. After all, who issues the permits and who collects the fees. The BC Human Rights Code is also quite clear.

The community garden at Guelph Park and dozens more in Vancouver do not meet the terms and spirit of the agreements or guidelines and are a slap in the face to many Seniors and Persons with Disabilities. There are multiple non-profit and social housing bldgs within the catchment area of Guelph Park including dedicated housing for Person with Disabilities, Aboriginal Peoples and Royal Canadian Legion Seniors.

Since no member of City Council and elected Park Board have ever bothered to contact me and as far as the COV/VPB are concerned I'm on my own to fight for the Rights of Persons with Disabilities and Seniors in Mount Pleasant North I will proceed accordingly including but not limited to even more FOI's.

First on my list will be how much time, money and effort including press releases went into the removal, rebuilding and replacement of the Dude Chilling sign at Guelph Park, just to compare VPB and COV priorities in Mount Pleasant.

Last whatever attached document you sent me was unreadable. My computer is 20 years old and does not open most attachments including photos.

Sincerely,

George Brissette  
10-2325 Glen Drive  
Van BC V5T 4B3  
[g.bris@shaw.ca](mailto:g.bris@shaw.ca)

----- Original Message -----

**From:** [Mack, Tiina](mailto:tiina.mack@vancouver.ca)

**To:** ['g.bris@shaw.ca'](mailto:g.bris@shaw.ca)

**Cc:** [Larigakis, Michelle](mailto:Larigakis,Michelle) ; [Price, Erin](mailto:Erin.Price@vancouver.ca) ; [Mayor and Council Correspondence](mailto:mayorandcouncil@vancouver.ca)

**Sent:** Monday, March 27, 2017 10:33 AM

**Subject:** FW: Guelph Park Community Garden is NOT Fully Accessible/ Mar 24-2017

Dear George,

Thank you for your enquiry to Mayor and Council and the Park Board about the Guelph Park Community Garden.

I'm disappointed to read that the garden is not fully accessible although I thought there were some accessible features.

Community gardens are designed and built by the community groups that run them. While the Park Board provides an agreement for use, guidelines, water, and surfacing, it is the gardeners themselves that determine the access.

I think it would be best if you spoke with the garden group directly about your concerns. If you would like to be connected with this group please let me know and we can provide a name and number.

Thank you again for your email and for your caring for accessibility in this park.

Sincerely,



**Tiina Mack, Landscape Architect | Manager of Park Development**

Vancouver Board of Parks and Recreation | 2099 Beach Avenue

t. 604.257.8471 [tiina.mack@vancouver.ca](mailto:tiina.mack@vancouver.ca)

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**From:** George Brissette [<mailto:g.bris@shaw.ca>]

**Sent:** Friday, March 24, 2017 2:57 PM

**To:** Mayor and Council Correspondence; Price, Erin

**Cc:** George Brissette

**Subject:** Guelph Park Community Garden is NOT Fully Accessible/ Mar 24-2017

March 24-2017

To the City of Vancouver, Mayor and Council and Vancouver Park Board,

When the COV and VPB approved a new Community Garden on public park land, set aside the land, provided a water hook-up and entered into an agreement for a Community Garden at Guelph Park it was built without aisles wide enough to accommodate scooters, wheelchairs and walkers and there are no raised beds or handrails.

The COV's report from 2011 called Background and Details Accessible Community Garden Guidelines is quite clear on what are minimum but not necessarily maximum requirements.

The BC Human Rights Code is also quite clear. I'm fairly certain that a community garden in a public park would be considered a facility or a service.

It was nearly 4 years ago that Tina Mack of the Vancouver Park Board assured me via email that the Community Garden in Guelph Park would be Fully Accessible.

I've detailed this lack of Accessibility multiple times since then with the COV/VPB, past and current City Councillors and Park Board Commissioners, none have replied to my concerns and the community garden at Guelph Park is still not Fully Accessible.

The Spring planting season is fast approaching.

1) Is the City of Vancouver and the Vancouver Park Board going to ensure that the Community Garden at Guelph Park will be Fully Accessible before the 2017 Spring vegetable planting season begins.

2) If not why not.

The Community Garden at Guelph Park is not the only one in Mount Pleasant that is not Fully Accessible, hardly an oversight.

Sincerely,

George Brissette  
10-2325 Glen Drive  
Van BC V5T 4B3

[g.bris@shaw.ca](mailto:g.bris@shaw.ca)

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This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)

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This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)

From: "[Park Board GM's Office](mailto:pbgmo@vancouver.ca)" <[pbgmo@vancouver.ca](mailto:pbgmo@vancouver.ca)>

To: s.22(1)

Date: 5/17/2017 4:14:17 PM

Subject: RE: Need for Public Washrooms in Guelph (aka Dude Chilling) Park

Hello s.22(1)

The Park Board is happy to be of service to the community!

Regards,

Ellen

**From:** s.22(1)

**Sent:** Wednesday, May 17, 2017 3:50 PM

**To:** Park Board GM's Office

**Subject:** Re: Need for Public Washrooms in Guelph (aka Dude Chilling) Park

Hi Ellen,

Thanks for the response, that's great news!

Cheers,

s.22(1)

On Wed, May 17, 2017 at 3:37 PM, Park Board GM's Office <[pbgmo@vancouver.ca](mailto:pbgmo@vancouver.ca)> wrote:

Dear s.22(1)

Thank you for your email below.

I wish to inform that there is a port-a-potty scheduled to be installed at Guelph Park. The installation of a permanent public facility will also be reviewed for future development.

Thank you again and regards,

Ellen

**Ellen Sangalang**

Executive Assistant / Office of the General Manager

Vancouver Board of Parks & Recreation

2099 Beach Avenue, Vancouver, BC V6G 1Z4

Tel: [604-257-8448](tel:604-257-8448)

Email: [pbgmo@vancouver.ca](mailto:pbgmo@vancouver.ca)

**From:** s.22(1)

**Sent:** Wednesday, May 17, 2017 3:32 PM

**To:** PB Commissioners

**Subject:** Need for Public Washrooms in Guelph (aka Dude Chilling) Park

Hello,

I am an owner at s.22(1), right across the street from Dude Chilling Park. As the neighbourhood has continued to grow and diversify, the park has become a place where people from all walks of life get together to have fun outside. I love that and I love seeing so many people coexisting well and living the Vancouver life.

Unfortunately, the growth of the park has created a problem - there are no washrooms anywhere nearby. The nearest public washroom is at 13th and St. George, a long walk away. People in the park have taken to relieving themselves on the surrounding properties, including ours (and not just urination). This was not nearly so much of a problem when there was a porta-potty in the park a year ago.

To address this, please put a porta-potty back in the park to give people a place to go, and consider a permanent public facility for future development.

Thank you,

s.22(1)

s.22(1)

I would be happy to attend the meeting with you. With the Dude Chilling art exchange happening by the garden this could be an exciting avenue to pursue.

Please let me know as soon as you get the meeting details. (I can bring the sign.)

Regards - jil

jil p. weaving

Coordinator, Arts, Culture and Environment, Vancouver Board of Parks and Recreation

*"The Vancouver Board of Parks and Recreation recognizes the arts as an essential element in a vital, creative and balanced city and seeks to actively facilitate participation in and access to the arts for all."* Vancouver Board of Parks and Recreation; Arts Policy

[jil.weaving@vancouver.ca](mailto:jil.weaving@vancouver.ca)

604-257-8495

2099 Beach Ave.

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s.22(1)

Inbox

Friday, August 16, 2013 2:18 PM

Hi Jil & Sarah!

I hope you've both been well!

I will be presenting this idea/suggestion at the next Brewery Creek Garden board meeting. They are definitely interested, and are supportive of the "Dude Chilling Movement", but need to discuss it as a group. The meeting doesn't have a definite date yet, but looks like it will be in the first week of September.

Thanks,

s.22(1)

s.22(1)

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s.22(1)

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s.22(1)

7/26/2013

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Weaving, Jil

Inbox

Friday, July 26, 2013 2:49 PM

s.22(1)

We wanted to get the sign back in the public even if it was inside for now. Park Board Chair Sarah Blyth is very supportive as you know.

I was not aware of the Dude Chilling Art Exchange. Where is this?

If the garden community was interested in being the venue that would be an exciting avenue to pursue. Are you in touch with this group? Perhaps you could see if there was interest?

Regards - jil

jil p. weaving

Coordinator, Arts, Culture and Environment, Vancouver Board of Parks and Recreation

*"The Vancouver Board of Parks and Recreation recognizes the arts as an essential element in a vital, creative and balanced city and seeks to actively facilitate participation in and access to the arts for all."* Vancouver Board of Parks and Recreation; Arts Policy

[jil.weaving@vancouver.ca](mailto:jil.weaving@vancouver.ca)

[604-257-8495](tel:604-257-8495)

2099 Beach Ave.

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**From:** s.22(1)  
**Sent:** Friday, July 26, 2013 10:13 AM  
**To:** Weaving, Jil  
**Cc:** Blyth, Sarah

**Subject:** Re: Dude Chilling Park sign

Hi Jil,

Thanks for the update & I apologize for my slow reply. I just got back in to town after cooking myself in the interior.

Although I'm glad the sign is finding a home, I respectfully disagree with the decision to place it in an indoor location. What are the formal steps I can take to appeal this decision? Even if (worst case scenario) the sign is up for one summer, and deteriorates to the point of a necessary removal, I believe the community would appreciate it.

I was also very happy to walk by the newly installed Dude Chilling Art Exchange. Perhaps we could speak to the Brewery Creek Garden to act as a venue for the sign as well. I would be more than happy to head that discussion.

Thanks for your time on this. I know you're both certainly pretty busy, but I hope you're managing to spend some time in the sun!

s.22(1)

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s.22(1)

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Weaving, Jil

*Inbox*

Monday, July 15, 2013 12:48 PM

s.22(1)

We have assessed the artwork that it refers to and noted some deterioration. We have also started development of inside and outside installation consultation requirements.

Based on the desire to get the work back in public we will be pursuing an inside location for display to be facilitated ASAP.

I am copying Park Board Chair Sarah Blyth as she has indicated she wishes to be kept informed of the progress on this item.

Regards – jil

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**From:** s.22(1)  
**Sent:** Tuesday, July 09, 2013 10:56 AM  
**To:** Weaving, Jil  
**Subject:** Re: Dude Chilling Park sign

Hi Jil,

Just checking in. Has there been any movement on this project?

Thanks,  
s.22(1)

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s.22(1)

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On Thu, Apr 18, 2013 at 6:51 PM, Weaving, Jil <[jil.weaving@vancouver.ca](mailto:jil.weaving@vancouver.ca)> wrote:  
Dustin,

Many thanks for you offer.

This sign is on the list of projects and I am hoping to convene a meeting in May.

Please get in touch again in about a month if I haven't contacted you.

Regards - jil

jil p. weaving

Coordinator, Arts, Culture and Environment, Vancouver Board of Parks and Recreation

*"The Vancouver Board of Parks and Recreation recognizes the arts as an essential element in a vital, creative and balanced city and seeks to actively facilitate participation in and access to the arts for all."* Vancouver Board of Parks and Recreation; Arts Policy

[jil.weaving@vancouver.ca](mailto:jil.weaving@vancouver.ca)

604-257-8495

2099 Beach Ave.

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**From:** s.22(1)

**Sent:** Wednesday, April 17, 2013 10:51 AM

**To:** Weaving, Jil

**Subject:** Dude Chilling Park sign

Hi Jil,

I hope you've been well!

I figured I'd check in with you about finding a location for the Dude Chilling Park sign. Please let me know if there's anything I can provide to help with this decision process, as I would love to be involved.

Thanks

s.22(1)

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s.22(1)



# Super Save Toilet Rentals Inc.

The Blue Toilet Company<sup>®</sup>

19395 Langley Bypass  
 Surrey, B.C. V3S 6K1  
 Tel : (604) 533-4423  
 Fax : (604) 534-5867  
 Toll Free : (800) 665-2800

## Consolidated Invoice

Bill To

CITY OF VANCOUVER- PARKS PO#4500555238  
 453 WEST 12TH AVENUE  
 ATTN: CHAD COWLES  
 Vancouver, BC  
 A0A 0A0

Customer Number 306420-PARK  
 Date May 31, 2017  
 Invoice Number 306420PARK-053117

Date	Trans #	Inv/Chq#	Description	Net	HST/GST	PST	Amount
05/19/17	1482504	EFT	Payment	992.41			
05/26/17	1493161	493161-0	[100] Delivery/Removal Charge 3300 VICTORIA DRIVE JOHN HENDRY PARK Delivery/Removal Charge - Handicap	199.00	9.95		208.95
				199.00	9.95	0.00	208.95
05/29/17	1493512	3738493	[100] Service Fee 3300 VICTORIA DRIVE[100] 3300 VICTORIA DRIVE JOHN HENDRY PARK Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/30/17	1493656	493656-0	[101] Delivery/Removal Charge SPANISH BANKS WEST - PICNIC AREA Delivery/Removal Charge - Sanitizer	20.00	1.00		21.00
				20.00	1.00	0.00	21.00
05/30/17	1493657	493657-0	[102] Delivery/Removal Charge SPANISH BANKS WEST - PICNIC AREA Delivery/Removal Charge - Sanitizer	20.00	1.00		21.00
				20.00	1.00	0.00	21.00
05/30/17	1493658	493658-0	[103] Delivery/Removal Charge SPANISH BANKS WEST - PICNIC AREA Delivery/Removal Charge - Sanitizer	20.00	1.00		21.00
				20.00	1.00	0.00	21.00
05/01/17	1474608	3697174	[38] Service Fee SPANISH BANKS WEST PICNIC SI SPANISH BANKS WEST PICNIC SITE 4875 NW MARINE DRIVE Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/05/17	1476059	3705087	[38] Service Fee SPANISH BANKS WEST PICNIC SI SPANISH BANKS WEST PICNIC SITE 4875 NW MARINE DRIVE Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/08/17	1476446	3707426	[38] Service Fee SPANISH BANKS WEST PICNIC SI SPANISH BANKS WEST PICNIC SITE 4875 NW MARINE DRIVE Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/12/17	1477598	3715025	[38] Service Fee SPANISH BANKS WEST PICNIC SI SPANISH BANKS WEST PICNIC SITE 4875 NW MARINE DRIVE Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/15/17	1477984	3716724	[38] Service Fee SPANISH BANKS WEST PICNIC SI SPANISH BANKS WEST PICNIC SITE 4875 NW MARINE DRIVE				

( Continued on next page ... )

Accounts are due and payable no later than 30 days after invoice date.  
 Interest charge of 2.0% per month applied to overdue accounts.



# Super Save Toilet Rentals Inc.

The Blue Toilet Company ®

## Consolidated Invoice

Customer Number 306420-PARK  
 Date 05/31/17  
 Invoice Number 306420PARK-053117  
 Page 2

Date	Trans #	Inv/Chq#	Description	Net	HST/GST	PST	Amount
			Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/19/17	1481243	3725689	[38] Service Fee SPANISH BANKS WEST PICNIC SI SPANISH BANKS WEST PICNIC SITE 4875 NW MARINE DRIVE				
			Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/23/17	1481415	3728622	[38] Service Fee SPANISH BANKS WEST PICNIC SI SPANISH BANKS WEST PICNIC SITE 4875 NW MARINE DRIVE				
			Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/26/17	1482479	3735459	[38] Service Fee SPANISH BANKS WEST PICNIC SI SPANISH BANKS WEST PICNIC SITE 4875 NW MARINE DRIVE				
			Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/29/17	1493294	3737672	[38] Service Fee SPANISH BANKS WEST PICNIC SI SPANISH BANKS WEST PICNIC SITE 4875 NW MARINE DRIVE				
			Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/08/17	1476328	3707128	[48] Service Fee TRILLIUM PARK - 600 NATIONAL TRILLIUM PARK - 600 NATIONAL AVE @ THORNTON STREET				
			Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/29/17	1493339	3737960	[48] Service Fee TRILLIUM PARK - 600 NATIONAL TRILLIUM PARK - 600 NATIONAL AVE @ THORNTON STREET				
			Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/02/17	1474869	3699074	[67] Service Fee 999 CHARLESON[67] 999 CHARLESON CHARLESON PARK				
			Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/09/17	1476720	3709120	[67] Service Fee 999 CHARLESON[67] 999 CHARLESON CHARLESON PARK				
			Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/16/17	1478228	3718815	[67] Service Fee 999 CHARLESON[67] 999 CHARLESON CHARLESON PARK				
			Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/23/17	1481509	3729248	[67] Service Fee 999 CHARLESON[67] 999 CHARLESON CHARLESON PARK				
			Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/30/17	1493630	3739603	[67] Service Fee 999 CHARLESON[67] 999 CHARLESON CHARLESON PARK				
			Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/05/17	1476230	3705750	[69] Service Fee FRASER RIVER PARK - 9149 HUD				

( Continued on next page ... )

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# Super Save Toilet Rentals Inc.

The Blue Toilet Company ®

## Consolidated Invoice

Customer Number 306420-PARK  
 Date 05/31/17  
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Date	Trans #	Inv/Chq#	Description	Net	HST/GST	PST	Amount
			FRASER RIVER PARK - 9149 HUDSON STREET Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	0.00	<u>13.13</u>
05/12/17	1477716	3715503	[69] Service Fee FRASER RIVER PARK - 9149 HUDSON STREET FRASER RIVER PARK - 9149 HUDSON STREET Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	0.00	<u>13.13</u>
05/19/17	1481377	3726002	[69] Service Fee FRASER RIVER PARK - 9149 HUDSON STREET FRASER RIVER PARK - 9149 HUDSON STREET Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	0.00	<u>13.13</u>
05/26/17	1493120	3736255	[69] Service Fee FRASER RIVER PARK - 9149 HUDSON STREET FRASER RIVER PARK - 9149 HUDSON STREET Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	0.00	<u>13.13</u>
05/08/17	1476324	3707112	[72] Service Fee ERIC HAMBER TURF FIELD[72] ERIC HAMBER TURF FIELD OAK ST B/T W 33RD AVE & W 37TH AVE Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	0.00	<u>13.13</u>
05/23/17	1481414	3728608	[72] Service Fee ERIC HAMBER TURF FIELD[72] ERIC HAMBER TURF FIELD OAK ST B/T W 33RD AVE & W 37TH AVE Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	0.00	<u>13.13</u>
05/03/17	1475274	3701434	[73] Service Fee COLUMBIA PARK[73] COLUMBIA PARK COLUMBIA ST & 43RD AVE Service Fee	15.00	0.75		15.75
				<u>15.00</u>	<u>0.75</u>	0.00	<u>15.75</u>
05/10/17	1477013	3710941	[73] Service Fee COLUMBIA PARK[73] COLUMBIA PARK COLUMBIA ST & 43RD AVE Service Fee	15.00	0.75		15.75
				<u>15.00</u>	<u>0.75</u>	0.00	<u>15.75</u>
05/17/17	1480249	3720953	[73] Service Fee COLUMBIA PARK[73] COLUMBIA PARK COLUMBIA ST & 43RD AVE Service Fee	15.00	0.75		15.75
				<u>15.00</u>	<u>0.75</u>	0.00	<u>15.75</u>
05/24/17	1481852	3731247	[73] Service Fee COLUMBIA PARK[73] COLUMBIA PARK COLUMBIA ST & 43RD AVE Service Fee	15.00	0.75		15.75
				<u>15.00</u>	<u>0.75</u>	0.00	<u>15.75</u>
05/31/17	1493960	3741858	[73] Service Fee COLUMBIA PARK[73] COLUMBIA PARK COLUMBIA ST & 43RD AVE Service Fee	15.00	0.75		15.75
				<u>15.00</u>	<u>0.75</u>	0.00	<u>15.75</u>
05/01/17	1474763	3697693	[89] Service Fee 4351 STANLEY PARK DRIVE-STANLEY PARK 4351 STANLEY PARK DRIVE-STANLEY PARK STANLEY PARK Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	0.00	<u>13.13</u>

( Continued on next page ... )

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# Super Save Toilet Rentals Inc.

The Blue Toilet Company ®

## Consolidated Invoice

Customer Number 306420-PARK  
 Date 05/31/17  
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Date	Trans #	Inv/Chq#	Description	Net	HST/GST	PST	Amount
05/08/17	1476576	3707807	[89] Service Fee 4351 STANLEY PARK DRIVE-STAN 4351 STANLEY PARK DRIVE-STANLEY PARK STANLEY PARK Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	<u>0.00</u>	<u>13.13</u>
05/15/17	1478054	3717149	[89] Service Fee 4351 STANLEY PARK DRIVE-STAN 4351 STANLEY PARK DRIVE-STANLEY PARK STANLEY PARK Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	<u>0.00</u>	<u>13.13</u>
05/19/17	1481188	3725614	[89] Service Fee 4351 STANLEY PARK DRIVE-STAN 4351 STANLEY PARK DRIVE-STANLEY PARK STANLEY PARK Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	<u>0.00</u>	<u>13.13</u>
05/20/17	1481392	3726653	[89] Service Fee 4351 STANLEY PARK DRIVE-STAN 4351 STANLEY PARK DRIVE-STANLEY PARK STANLEY PARK Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	<u>0.00</u>	<u>13.13</u>
05/29/17	1493352	3738045	[89] Service Fee 4351 STANLEY PARK DRIVE-STAN 4351 STANLEY PARK DRIVE-STANLEY PARK STANLEY PARK Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	<u>0.00</u>	<u>13.13</u>
05/31/17	1493887	3741153	[89] Service Fee 4351 STANLEY PARK DRIVE-STAN 4351 STANLEY PARK DRIVE-STANLEY PARK STANLEY PARK Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	<u>0.00</u>	<u>13.13</u>
05/16/17	1480040	480040-0	[90] Delivery/Removal Charge HASTINGS MILL PARK-1575 ALMA ST Delivery/Removal Charge - Sanitizer	28.00	1.40		29.40
				<u>28.00</u>	<u>1.40</u>	<u>0.00</u>	<u>29.40</u>
05/19/17	1481185	3725605	[90] Service Fee HASTINGS MILL PARK-1575 ALMA HASTINGS MILL PARK-1575 ALMA ST Service Fee	15.00	0.75		15.75
				<u>15.00</u>	<u>0.75</u>	<u>0.00</u>	<u>15.75</u>
05/26/17	1482456	3735278	[90] Service Fee HASTINGS MILL PARK-1575 ALMA HASTINGS MILL PARK-1575 ALMA ST Service Fee	15.00	0.75		15.75
				<u>15.00</u>	<u>0.75</u>	<u>0.00</u>	<u>15.75</u>
05/16/17	1480090	480090-0	[91] Delivery/Removal Charge EARLES PARK- 2801 E 41ST AVE Delivery/Removal Charge - Sanitizer	20.00	1.00		21.00
				<u>20.00</u>	<u>1.00</u>	<u>0.00</u>	<u>21.00</u>
05/19/17	1481287	3725915	[91] Service Fee EARLES PARK- 2801 E 41ST AVE EARLES PARK- 2801 E 41ST AVE Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	<u>0.00</u>	<u>13.13</u>
05/24/17	1481628	3730527	[91] Service Fee EARLES PARK- 2801 E 41ST AVE EARLES PARK- 2801 E 41ST AVE Service Fee	12.50	0.63		13.13
				<u>12.50</u>	<u>0.63</u>	<u>0.00</u>	<u>13.13</u>

( Continued on next page ... )

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# Super Save Toilet Rentals Inc.

The Blue Toilet Company ®

## Consolidated Invoice

Customer Number 306420-PARK  
 Date 05/31/17  
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Date	Trans #	Inv/Chq#	Description	Net	HST/GST	PST	Amount
05/26/17	1482465	3735307	[91] Service Fee EARLES PARK- 2801 E 41ST AVE EARLES PARK- 2801 E 41ST AVE Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/29/17	1493421	3738243	[91] Service Fee EARLES PARK- 2801 E 41ST AVE EARLES PARK- 2801 E 41ST AVE Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/31/17	1493818	3740996	[91] Service Fee EARLES PARK- 2801 E 41ST AVE EARLES PARK- 2801 E 41ST AVE Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/25/17	1482271	482271-0	[92] Delivery/Removal Charge GUELPH PARK-2390 BRUNSWICK ST Delivery/Removal Charge - Sanitizer	20.00	1.00		21.00
				20.00	1.00	0.00	21.00
05/29/17	1493350	3738038	[92] Service Fee GUELPH PARK-2390 BRUNSWICK S GUELPH PARK-2390 BRUNSWICK ST Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/29/17	1493382	493382-0	[92] Relocation Charge GUELPH PARK-2390 BRUNSWICK ST Relocation Charge - Sanitizer	10.00	0.50		10.50
				10.00	0.50	0.00	10.50
05/25/17	1482272	482272-0	[93] Delivery/Removal Charge GUELPH PARK-2390 BRUNSWICK ST Delivery/Removal Charge - Handicap	28.00	1.40		29.40
				28.00	1.40	0.00	29.40
05/29/17	1493351	3738039	[93] Service Fee GUELPH PARK-2390 BRUNSWICK S GUELPH PARK-2390 BRUNSWICK ST Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/25/17	1482186	482186-0	[94] Delivery/Removal Charge MOUNT PLEASANT PARK-3161 ONTARIO ST Delivery/Removal Charge - Handicap	28.00	1.40		29.40
				28.00	1.40	0.00	29.40
05/29/17	1493353	3738073	[94] Service Fee MOUNT PLEASANT PARK-3161 ONT MOUNT PLEASANT PARK-3161 ONTARIO ST Service Fee	15.00	0.75		15.75
				15.00	0.75	0.00	15.75
05/26/17	1482603	482603-0	[95] Delivery/Removal Charge 3300 VICTORIA DRIVE JOHN HENDRY PARK Delivery/Removal Charge - Sanitizer	195.00	9.75		204.75
				195.00	9.75	0.00	204.75
05/29/17	1493508	3738489	[95] Service Fee 3300 VICTORIA DRIVE[95] 3300 VICTORIA DRIVE JOHN HENDRY PARK Service Fee	12.50	0.63		13.13

( Continued on next page ... )

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# Super Save Toilet Rentals Inc.

The Blue Toilet Company ®

## Consolidated Invoice

Customer Number 306420-PARK  
 Date 05/31/17  
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 Page 6

Date	Trans #	Inv/Chq#	Description	Net	HST/GST	PST	Amount
				12.50	0.63	0.00	13.13
05/26/17	1493157	493157-0	[96] Delivery/Removal Charge 3300 VICTORIA DRIVE JOHN HENDRY PARK Delivery/Removal Charge - Sanitizer	195.00	9.75		204.75
				195.00	9.75	0.00	204.75
05/26/17	1493158	493158-0	[97] Delivery/Removal Charge 3300 VICTORIA DRIVE JOHN HENDRY PARK Delivery/Removal Charge - Sanitizer	195.00	9.75		204.75
				195.00	9.75	0.00	204.75
05/29/17	1493509	3738490	[97] Service Fee 3300 VICTORIA DRIVE[97] 3300 VICTORIA DRIVE JOHN HENDRY PARK Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/26/17	1493159	493159-0	[98] Delivery/Removal Charge 3300 VICTORIA DRIVE JOHN HENDRY PARK Delivery/Removal Charge - Sanitizer	195.00	9.75		204.75
				195.00	9.75	0.00	204.75
05/29/17	1493510	3738491	[98] Service Fee 3300 VICTORIA DRIVE[98] 3300 VICTORIA DRIVE JOHN HENDRY PARK Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
05/26/17	1493160	493160-0	[99] Delivery/Removal Charge 3300 VICTORIA DRIVE JOHN HENDRY PARK Delivery/Removal Charge - Sanitizer	195.00	9.75		204.75
				195.00	9.75	0.00	204.75
05/29/17	1493511	3738492	[99] Service Fee 3300 VICTORIA DRIVE[99] 3300 VICTORIA DRIVE JOHN HENDRY PARK Service Fee	12.50	0.63		13.13
				12.50	0.63	0.00	13.13
<b>Totals:</b>				<b>2,028.00</b>	<b>101.55</b>	<b>0.00</b>	<b>2,129.55</b>

( Continued on next page ... )

Accounts are due and payable no later than 30 days after invoice date.  
 Interest charge of 2.0% per month applied to overdue accounts.



# Super Save Toilet Rentals Inc.

The Blue Toilet Company ®

## Consolidated Invoice

Customer Number 306420-PARK  
Date 05/31/17  
Invoice Number 306420PARK-053117  
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Date	Trans #	Inv/Chq#	Description	Net	HST/GST	PST	Amount
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Did you know all the different types of toilets Super Save provides?  
We have everything from basic units, to heated flushing trailers with sinks.  
Our special events team can even help you figure out how many toilets and  
services you need, ensuring the most pleasant experience.  
Call us today and let our expertise relieve you of that stress.

For Billing Inquiries : (800) 665-2800

Accounts are due and payable no later than 30 days after invoice date.  
Interest charge of 24% per annum applied to overdue accounts.

GST Registration 806334140RT0001

YOUR MONTHLY PURCHASES:



# Super Save Toilet Rentals Inc.

The Blue Toilet Company ®

19395 Langley Bypass  
Surrey, B.C. V3S 6K1  
Tel : (604) 533-4423  
Fax : (604) 534-5867  
Toll Free : (800) 665-2800

Customer Number 306420-PARK CITY OF VANCOUVER- PARKS  
Date 05/31/17 PO#4500555238

YOUR MONTHLY PURCHASES:

Payment Enclosed:

Please detach and return this portion with your payment



**COMMUNITY GARDEN LICENCE AGREEMENT**  
**Brewery Creek Community Garden**  
**2390 Brunswick Street, Vancouver**

THIS LICENCE AGREEMENT is dated for reference May 28, 2013

**BETWEEN:**

CITY OF VANCOUVER, as represented by its  
Board of Parks and Recreation  
2099 Beach Avenue  
Vancouver, British Columbia  
V6G 1Z4

(the "Licensor")

**AND:**

Urban Diggers Society Inc. No. S-34068  
c/o 204-272 East 4th Avenue  
Vancouver, British Columbia V5T 4S2

(the "Society")

**WHEREAS:**

- A. The Licensor is the owner of those lands commonly known as Brewery Creek Community Garden located at 2390 Brunswick Street, Vancouver (the "Lands"), and legally described as:

PID: 006-965-423

which Lands are part of an area which the City has designated as permanent public park over which the Licensor has exclusive jurisdiction and control.

- B. The Society is a society incorporated under the laws of British Columbia and wishes to operate a community garden on a portion of the Lands;
- C. The Licensor believes that community gardens and other similar forms of urban agricultural activities can have positive social, educational and environmental impacts on

local communities and neighbourhoods and has agreed to provide a licence to the Society to **use a portion of the** Lands to operate a community garden;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the Licensor and the Society covenant and agree with each other as follows:

1. **Definitions:**

- (a) **“City”** means the City of Vancouver;
- (b) **“Commencement Date”** means July 8, 2013;
- (c) **“Contaminants”** mean any substances, the manufacture, storage, handling, treatment, generation, use, transport, release, disposal or discharge of into the Environment, which are controlled, regulated, licensed, or prohibited under any Environmental Laws or which are or may otherwise be deleterious, dangerous or hazardous to human, animal or plant health or life or to the Environment;
- (d) **“Environmental Laws”** mean all laws, statutes, regulations, rules, bylaws, orders, directives, standards, guidelines, policies, protocols, directions and other lawful requirements of any government body or agency including the *Environmental Management Act* of British Columbia and its regulations, and all principles of common law and equity concerning Contaminants or the use, treatment or quality of the Environment and that apply to the Lands and its surrounding Environment, now or at any time in the future;
- (e) **“Garden”** means a community garden where people grow and maintain plants as a community development and environmental enrichment initiative, but, for the purposes of this Agreement, does not include residential boulevard gardens, Green Streets Program gardens and beautification programs;
- (f) **“Garden Users”** means any person authorized by the Society or the Licensor to be allocated a Plot or otherwise permitted to use the Garden or Licence Area as set out in the Guidelines;
- (g) **“Garden Plan”** means a plan detailing the preparation and operation of the Garden, including a site plan showing locations and dimensions of the Plots and of any other structures or garden elements that the Society wishes to put in the Licence Area, and detailed descriptions of what materials will be used and the manner in which garden structures or other elements will be installed;
- (h) **“Guidelines”** means the most recent “Community Gardens Policy”, as may be amended or replaced from time to time, a current copy of which is annexed hereto as Schedule “B”;
- (i) **“Lands”** means the lands described in Recital A to this Agreement, and includes the Licence Area;
- (j) **“Licence Area”** means the portion of the Lands outlined in bold on the sketch plan attached as Schedule “A” to this Agreement;

- (k) “**Licence Fee**” means the annual fee of one dollar paid in advance by the Society for each year of the Term;
- (l) “**Permitted Use**” means the installation, construction, operation, repair and maintenance of the Garden by the Society, the Garden Users, and the permittees, contractors or subcontractors of the Society from time to time;
- (m) “**Plot**” means a portion of the Garden, or planter box where appropriate, designated as a plot by the Society; and
- (n) “**Term**” means the term of this Agreement, being 5 years commencing on the Commencement Date.

2. **Grant of Licence.**

- (a) **Grant.** Subject always to the terms and conditions of this Agreement, the Licensor, to the extent it has legal authority to do so, but not otherwise, hereby grants to the Society for the Term a non-exclusive licence to:
  - (i) freely enter on, and use the Licence Area for the Permitted Use; and
  - (ii) access or cross over such other portions, if any, of the Lands as are reasonably necessary to access or perform maintenance on the Licence Area.
- (b) **Nature of Interest.** This Agreement does not create, and will not be deemed to create, any interest in land in the Lands or any part thereof and will not be registered on title thereto. This Agreement and the license granted herein are personal to the Society.

3. **Permitted Use.**

The Society will use the Licence Area and the Lands for the Permitted Use, and no other purpose whatsoever, at no cost to the Licensor and strictly in accordance with this Agreement and the Guidelines.

4. **Extension of Term.**

Provided that the Society is not in default of this Agreement, the Term of this Agreement may be extended for one further term of up to 5 years with the prior written consent of the Licensor. The extended Term shall be on the same terms and conditions set out herein, unless expressly modified by the parties.

5. **Establishment of Garden.**

- (a) **Garden Plots and Garden Users.** In establishing the Garden in the Licence Area pursuant to this Agreement, the Society, to the Licensor’s satisfaction, will, among other things:
  - (i) prepare the Garden Plan and provide the Garden Plan, and any amendments thereto, for approval by the Licensor;
  - (ii) modify or amend the Garden Plan as may be required by the Licensor to approve the Garden Plan;

- (iii) to the extent required, delineate and construct Plots within the Garden; and
  - (iv) allocate the use of the Plots to Garden Users in accordance with the Guidelines.
- (b) **Installations.** The Society will not construct or install or otherwise put in place in the Licence Area any improvement, structure, fixture or thing, without first obtaining from the Park Board General Manager its explicit prior written consent therefor, which may be conditioned.
  - (c) **No Barriers.** Except as may otherwise be provided for herein or the Licensor may direct, the Society will not erect nor permit or suffer the erection of any barriers of any kind on or around the Garden, the Licence Area or the Lands or any portions thereof and will not otherwise do anything to block public access thereto.
  - (d) **Builder's Liens.** The Society shall not permit any builders or similar liens, charge or encumbrance to be registered on title to the Lands. If any such liens, charge or encumbrance are registered on title to the Lands, the Society shall immediately pay into court or otherwise the amount required to discharge same.

6. **Repair and Maintenance.**

The Society will:

- (a) not do anything nor permit any Garden Users to do anything on the Licence Area or on the Lands that may cause damage to them;
- (b) maintain the Licence Area, including any improvements thereon, in good condition, as would a prudent owner, and in accordance with the Guidelines and any other maintenance standards the Licensor may establish from time to time;
- (c) repair any damage caused to the Lands by Society, the Garden Users or the permittees, contractors or subcontractors of the Society, all to the satisfaction of the Licensor;
- (d) comply with any notices from the Licensor requiring any change in maintenance practices or specific maintenance or repair work;
- (e) provide effective drainage for any irrigation activities on the Licence Area;
- (f) keep the Licence Area and those portions of the Lands used by the Society in a sanitary, tidy and safe condition;
- (g) not suffer or permit any activity or use that may cause any part of the Licence Area or the Lands to be unsanitary, untidy or unsafe and will not install or leave anything within the Licence Area or any other part of the Lands without the Licensor's explicit consent;
- (h) not, for any reason, use, occupy or obstruct any area of the Lands outside of the Licence Area, including any sidewalk or pathway, without the prior written consent of the Licensor; and

- (i) keep all sidewalks adjacent to the Licence Area clear of snow and ice according to the requirements of the City's Street and Traffic Bylaw.

7. **As-is where-is.**

The Licensor makes no representations and gives no warranties regarding the state of repair, maintenance or safety of the Lands or of the suitability thereof for use as a community garden, and the Society accepts the Lands on an "as-is, where-is" basis in the condition in which they exist as of the Commencement Date.

8. **Covenants of Society**

- (a) **No Nuisance or Harm.** The Society will:
  - (i) not cause, suffer or permit any thing, use or activity on the Lands that may cause or be a nuisance or annoyance to other Garden Users or residents or occupiers of other lands in the vicinity of the Lands;
  - (ii) not commit, suffer or permit any waste of the Lands, or use of the Lands for any unlawful purpose;
  - (iii) not use, suffer or permit to be used any synthetic pesticides, herbicides or fertilizers on the Garden or any other part of the Lands without the prior and express written consent of the Licensor; and
  - (iv) at the end of the Term, or upon the earlier termination of this Agreement, vacate the Licence Area and return it to the Licensor in a condition acceptable to the Licensor.
- (b) **Eligibility of Society.** The Society must be a registered non-profit society and must remain in good standing as such pursuant to the laws of the Province of British Columbia throughout the Term.
- (c) **Compliance with Laws.** The Society will comply with all laws, by-laws and lawful orders that apply to the Lands and the Permitted Use of the Lands, and require all Garden Users to do the same.
- (d) **Advertisements.** The Society will obtain the Licensor's prior written consent to all advertising materials and methods proposed by the Society to advertise the Garden and the Licensor may withhold its consent for any or no reason.

9. **Covenants and Obligations to bind all Users.** The Society acknowledges and agrees that it shall require, and will ensure that, all Garden Users and other permittees of the Society comply, at all times, with the Society's covenants and obligations under this Agreement, particularly with respect to the use, repair and maintenance of the Lands.

10. **Environmental:** The Society will at all times during the Term:

- (a) employ appropriate environmental mitigation measures as may be directed by the Licensor, acting reasonably;
- (b) not release or permit to be released any Contaminants onto the Lands; and

- (c) be solely responsible for and remediate any Contaminants released or permitted to be released on the Lands (whether accidentally or wilfully) to the satisfaction of the Licensor and any other applicable governmental authority.

#### 11. Fees and Expenses

- (a) **Licence Fee.** The Society will pay to the Licensor, in advance, for the use of the Lands as provided for herein, the Licence Fee for each year of the Term.
- (b) **Net Licence Fee and Other Monies.** The Society will pay the Licence Fee, and any other charges and expenses the Society might be required to pay to the Licensor, without deduction, abatement or set-off.
- (c) **Other Charges and Expenses.** The Society will pay as and when due all charges and expenses relating to its use of the Lands pursuant to this Agreement, including, without limitation:
  - (i) any business and other taxes and permit, licence, and other fees any government body may charge, levy or assess in respect of the Society's use of the Licence Area pursuant to this Agreement;
  - (ii) any charges for electricity and other utilities and for garbage removal and other services or supplies any government body, utility or service provider may supply or provide to the Lands in relation to the Society's use thereof pursuant to this Agreement or at the request of the Society or any Garden Users, except water and sewer; and
  - (iii) any other expenses arising out of or in connection with the Society's use of the Lands or that of any Garden Users pursuant to this Agreement.

The Society will deliver to the Licensor, on its request from time to time, and to its satisfaction, evidence of such payments.

- (d) **Interest on Arrears.** If the Society fails to pay to the Licensor any money it owes to the Licensor under this Agreement, such money will bear interest at a rate equal to the floating base rate or "Prime Rate" at the Bank of Montreal's Main Branch in the City of Vancouver for Canadian dollar loans to customers in Canada, plus three percent (3%) per annum, calculated monthly, not in advance, from date due until paid.
- (e) **User Fees.** The Society may not charge the Garden Users any fees or other charges unless otherwise approved by Licensor from time to time

#### 12. Records, Inspection and Reporting.

- (a) **Inspection.** The Licensor may inspect the Garden at any time during the Term without notice to the Society or any Garden Users.
- (b) **Records.** The Society will maintain complete records pertaining to its use of the Lands pursuant to this Agreement, including, without limitation, records relating to the Garden Users, the allocation of Plots and the waiting list therefore, and any user fees charged for Plots, and, on twenty-four (24) hours notice from the Licensor, will make any or all such records available for the Licensor to inspect on weekdays between 9:00 a.m. and 5:00 p.m.

- (c) **Reporting.** Prior to January 31<sup>st</sup> of each year, the Society shall provide the Licensor with a brief report outlining the Society's activities with respect to the Garden during the previous year of the Term, including the amount of any fees charged to Garden Users during the previous year of the Term and anticipated for the upcoming year of the Term, the number of people on the waiting list for Plots or the number of Plots that are available, and confirmation of the Society's current contact information. The reporting requirements may be amended by the Licensor from time to time upon written notice to the Society.

13. **Release and Indemnity.** The Society:

- (a) hereby releases the Licensor and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense the Society may suffer, incur or experience in connection with its use of the Lands pursuant to this Agreement;
- (b) will indemnify the Licensor for any loss, injury, damage or expense the Licensor may suffer, incur or experience in connection with the Society's use of the Lands pursuant to this Agreement; and
- (c) will indemnify the Licensor and its officials, officers, employees and agents for any complaint, demand, claim, suit or action for any loss, injury, damage or expense any other person or entity may suffer, incur or experience in connection with the Society's use of the Lands pursuant to this Agreement.

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

14. **Insurance**

- (a) **Insurance Requirements.** Prior to exercising any of the rights granted to it hereunder, the Society, at its expense, will obtain and throughout the Term will maintain the following insurance:
  - (i) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000) per occurrence or such higher limit of coverage as the Licensor's Director of Risk Management may require from time to time and the policy will:
    - (1) indemnify and protect the Society and its directors, officers, employees, members, agents, contractors, volunteers, sponsors, contributors and donors for and against all claims for loss, damage, injury or death to any person or persons and for damage to the Licence Area or to any public or private property occurring within or about the Licence Area or arising by virtue of the Society's occupation or possession of the Licence Area including any activities conducted by, on behalf of, or in connection with the operation of the community garden;
    - (2) name the Licensor and its officials, officers, employees and agents and the Garden Users as additional insured;
    - (3) contain a cross liability clause insuring the Society and its directors, officers, employees, members, agents, contractors, volunteers, sponsors, contributors and donors and the Licensor and its officials,

officers, employees and agents and the Garden Users in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party and any breach of a condition of the policy by any party or by any officer, employee or agent of one party will not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;

- (4) include blanket contractual liability covering liability arising directly or indirectly out of the performance of this Agreement; and
- (5) provide for a limit of deductibility not greater than one thousand dollars (\$1,000.00) or such other limit as the Licensor's Director of Risk Management may sanction from time to time; and

- (ii) All Risk (Broad Form) Property Insurance on property of every description up to full replacement cost of all buildings and other structures and improvements and all furniture, equipment and other things, including without limitation fittings, fixtures, plate glass (both interior and exterior), installations, alterations, additions, partitions, trade fixtures, furniture or equipment located within the Lands and owned by the Society or any of its directors, officers, employees, members, agents, contractors, volunteers, sponsors, contributors and donors or the Garden Users or installed by or on behalf of the Society or any of its directors, officers, employees, members, agents, contractors, volunteers, sponsors, contributors and donors or the Garden Users for which they or either of them is legally liable. The policy shall contain a clause that waives the insurer's right of subrogation against the Licensor and its officials, officers, employees or agents.

(b) **General Requirements of Insurance.** The following will apply to all insurance policies:

- (i) the policies will be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the Licensor's Director of Risk Management and will provide the Licensor with thirty (30) days prior written notice of material change or cancellation;
- (ii) neither the providing of insurance by the Society in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Society from any other provisions of this License with respect to liability of the Society or otherwise;
- (iii) the insurance coverage will be primary insurance as respects the Licensor and the Garden Users. Any insurance or self-insurance maintained by or on behalf of the Licensor and its officials, officers, employees or agents and the Garden Users will be excess of this insurance and will not contribute with it; and

- (iv) the Society, at its expense, will provide any additional insurance the Society is required by law to provide or which the Society considers or ought to consider necessary in respect of this Agreement.
- (c) **Evidence of Insurance.** Prior to exercising any of the rights granted to it hereunder, and thereafter during the Term at anytime the Society renews or repurchases any insurance required hereunder or at any other time within ten (10) days after the Licensor may demand, the Society will deliver to the Licensor, to its satisfaction, a fully completed certificate of insurance in the form annexed hereto as Schedule C. If the Society fails to deliver to the Licensor any such certificate or policy of insurance within the stipulated time, the Licensor may obtain such insurance, and the Society will pay to the Licensor the cost of the premiums on demand by the Licensor from time to time.
- (d) **Contractor Insurance.** If the Society hires or otherwise engages any contractors, sponsors, contributors or donors and/or any contractor, sponsor, contributor or donor it so hires or otherwise engages uses any subcontractor to perform work or services for the Society on the Lands in connection with the Society's rights hereunder, the Society will cause the contractor, sponsor, contributor or donor and the subcontractor, as the case may be, to obtain and keep insurance in all respects as required of the Society hereunder.
- (e) **WorkSafeBC/Prime Contractor.** The Society will ensure that any and all WorkSafeBC requirements applicable at anytime in respect of any workers involved and any contractors, sponsors, contributors or donors it hires or otherwise engages in its use of the Lands hereunder are met, and, if at anytime the Garden is a multi-employer worksite under the Occupational Health & Safety provisions of the *Workers Compensation Act* (British Columbia) and the regulations thereto, the Society will be and will carry out all responsibilities of the "Prime Contractor", as that term is used in such legislation, for the Garden as a multi-employer worksite.

## 15. Defaults and Termination

- (a) **Licence Termination.** The Licensor may terminate this Agreement, at any time, without further notice:
  - (i) if the Society defaults in paying any money it owes to the Licensor under this Agreement and fails to cure the default within five (5) days after receipt of written notice from the Licensor;
  - (ii) if the Society defaults in complying with any obligation under this Agreement and fails to cure the default within thirty (30) days after receipt of written notice from the Licensor or, provided the Society proceeds with due diligence to cure the default, within such further period as may be reasonably necessary given the nature of the default;
  - (iii) if at anytime the Term is seized or taken in execution by any creditor of the Society;
  - (iv) if the Society becomes insolvent or bankrupt;
  - (v) if the Society fails to remain in good standing as a society duly incorporated under the laws of British Columbia or ceases to exist as a society;

- (vi) if the Society, Garden Users or any other permittees of the Society fails to comply with any part of Section 10 of this Agreement;
  - (vii) if the Society vacates or abandons the Licence Area or the Garden for a period of more than thirty (30) days; or
  - (viii) for any or no reason, with ninety (90) days notice to the Society.
- (b) **Obligations on Termination.** By no later than the end of the Term or immediately on any earlier termination of this Agreement, the Society will:
- (i) remove from the Licence Area and the Lands all of its things not in any way attached to the Lands;
  - (ii) remove all waste, debris and garbage from the Licence Area and any waste, debris or garbage of the Society or its users from the Lands;
  - (iii) remove from the Licence Area and the Lands all improvements and fixtures the Licensor requires or permits it to remove;
  - (iv) leave the Licence Area in the state of repair and maintenance satisfactory to the Licensor including, if required, restoring and levelling the Garden; and
  - (v) vacate the Lands and give the Licensor vacant possession of the Licence Area.
- (c) **Licensor's Right to Rectify Defaults.** If the Society defaults in complying with any of its obligation under this Agreement, the Licensor, without limiting its other rights and remedies under this Agreement, may cure such default on the Society's behalf, and the Society will pay the Licensor forthwith on demand the amount of the costs to the Licensor for doing so.
16. **No Assignment.** Unless the Licensor gives the Society prior written consent, and except as provided for herein, the Society may not transfer or assign this Agreement or any interest in it, grant any sub-licence for the Licence Area or any other part of the Lands or otherwise part with possession of all or any part of the Licence Area.

17. **Notices.** Either the Licensor or the Society may deliver notice to the other only by personal delivery or by mailing at any Government Post Office in British Columbia, by prepaid registered or certified mail, addressed as follows:

- (a) for the Licensor:

**City of Vancouver**, as represented by its **Board of Parks and Recreation**  
 2099 Beach Avenue  
 Vancouver, British Columbia  
 V6G 1Z4

*Attention: Park Board General Manager*

- (b) and for the Society:

**Urban Diggers Society**  
 c/o 204-272 East 4th Avenue  
 Vancouver, British Columbia V5T 4S2

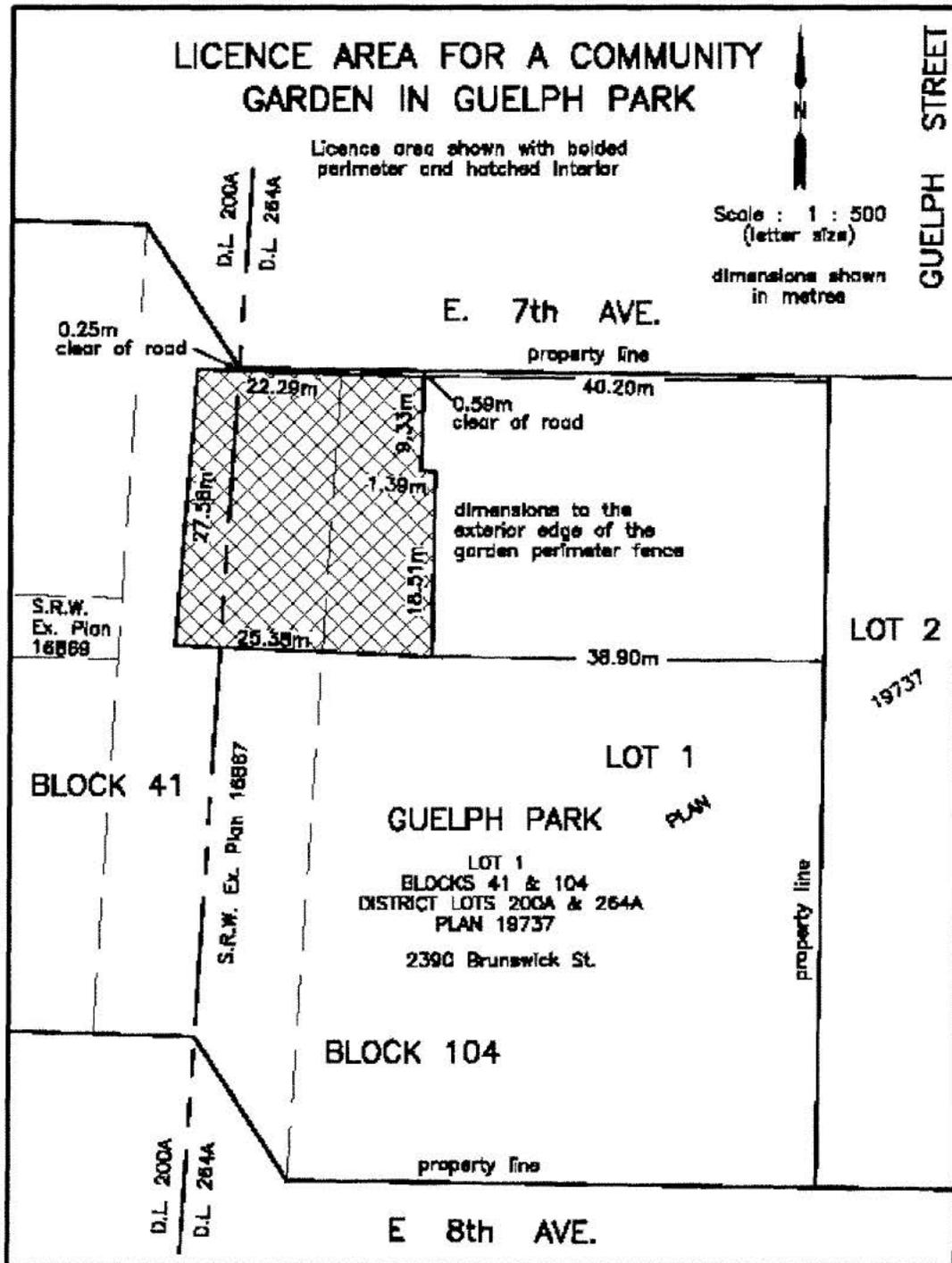
or to such other address of which either the Licensor or the Society may notify the other according to the requirements of this section. Any notice that the Licensor or the Society personally delivers will be deemed received when delivered. Any notice that either of them mails will be deemed received five (5) days after the date of mailing, except that if, between the time of mailing and actual receipt of the notice, a mail strike, slow-down, or other labour dispute occurs that might affect delivery of such notice then the notice will be effective only if the sender personally delivers it.

18. Agreement in its entirety:

- (a) ***Supersedes Prior Arrangements.*** This Agreement supersedes all prior written or verbal leases, contracts, permits, licences, or other arrangements between the Licensor and the Society concerning the Garden and the Lands, and all such prior leases, contracts, permits, licences and arrangements will have no further force or effect from and after the Commencement Date.
- (b) ***Captions and Headings.*** Sections and headings are for convenient reference and are not to affect the meanings of any provisions;
- (c) ***Interpretation.*** Use herein of singular or plural or the masculine, feminine or neutral gender usages include within their meanings all or any other such usages as the context may reasonably require;
- (d) ***Governing Law.*** The laws of British Columbia will govern the interpretation and enforcement of this Agreement, and the Licensor and the Society attorn to the exclusive jurisdiction of the courts of British Columbia;
- (e) ***Severability.*** If a court or arbitrator finds any provision of this Agreement invalid, illegal, or unenforceable, it will be severed from this Agreement and the remainder of the Licence will be enforceable;
- (f) ***Time of the Essence.*** Time will be of the essence in respect of this Agreement, and if the Licensor or the Society expressly or impliedly waives that requirement, the Licensor or the Society may re-instate it by delivering notice to the other;



SCHEDULE "A"  
LICENCE AREA: COMMUNITY GARDEN SITE



**“SCHEDULE B”****Community Garden Policy**

*Revised September 19, 2005*

***Definition***

The Board recognizes community gardening as a valuable recreation activity that can contribute to community development, environmental awareness, positive social interaction and community education. The Board will collaborate with interested groups in assisting the development of community gardens.

For the purposes of this policy, a community garden is defined as a community development program operated by a non-profit society. The program has one or more of the following features:

- A piece of land is utilized by the society to produce food and flowers for the personal use of society members.
- A community development program is in place which encourages the involvement of schools, youth groups and citizens who do not have an assigned plot in gardening activities.
- An organic community garden is maintained, that will increase the ecological biodiversity of Vancouver and provide increased understanding of local food production

***Clause One***

The Board will support the development of community gardens in Vancouver through the following means:

- Providing access to information on the development and operation of community gardens.
- Assisting interested groups in searching for suitable land for the development of community gardens. This inventory must include City-owned land, land controlled by other government agencies, and privately owned land.
- Assisting in the development of user agreements with the owners of sites chosen.
- Assisting with the development of a community led environmental education program.

***Clause Two***

If it is determined that park land is the most suitable site for community gardens, the following conditions will apply:

- The garden is developed at no cost to the Board, except that prior to the first season, the Board will, at its cost, prepare the site for planting by removing grass, ploughing the soil and adding compost.
- A community consultation process indicates neighbourhood support for the garden.
- A garden site plan must be drawn up and approved by the General Manager. The plan must include the layout of the plots and indicate any proposed structures or fences.

- A non-profit society agrees to develop and operate the gardens according to a users agreement which will specify the term of use, management responsibilities, user fees and access procedures including the following specific terms:
  - a. "The standard term of the user agreement will be five years. The Board may consider the granting of multiple terms in exceptional circumstances. The issuance of such longer terms is warranted in circumstances where the Society can demonstrate that the standard five year term would significantly restrict the Society's ability to:
    1. comply with Park Board policies and direction
    2. conduct community outreach programming beyond the Societies members
    3. implement a long term plan
    4. execute significant approved site improvements
    5. such other circumstances that the Board deems relevant
    6. For terms longer than five years, a review and formal reporting to the Board will be required at each 5 year period and the agreement will incorporate a strengthened termination clause to allow both the Society and the Park Board the option to terminate the agreement with adequate notice."
  - b. Allotments of space must be made from a waiting list on a first come first served basis.
  - c. While community gardens are a neighbourhood initiative, membership in the Society, and the opportunity to be allotted a plot, must be open to any resident of Vancouver.
  - d. Organic gardening methods and integrated pest management principles are to be followed.
  - e. Allotment fees charged by the society must be reported to the General Manager.
  - f. The Society must adhere to maintenance standards set by the Board.
  - g. No barriers to general public access to the site can be erected.
  - h. Garden practices shall comply with all Park Board and City Policies and Bylaws.

Although located on Parks with the prior approval of the Park Board, Community Gardens are operated by volunteers from the community.

“SCHEDULE C”



GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion  
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
 and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: (must be the same name as the Permit/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies))

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.  
 (All Risks Coverage Including Earthquake and Flood)

INSURER: _____	INSURED VALUES: (Replacement Cost)
TYPE OF COVERAGE: _____	Building and Tenants' Improvements: \$ _____
POLICY NUMBER: _____	Contents and Equipment: \$ _____
POLICY PERIOD: From _____ to _____	Deductible Per Loss: \$ _____

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
- Personal Injury	Per Occurrence: \$ _____
- Products and Completed Operations	Aggregate: \$ _____
- Cross Liability or Severability of Interest	All Risk Tenants' Legal Liability: \$ _____
- Employees as Additional Insureds	Deductible Per Occurrence: \$ _____
- Blanket Contractual Liability	
- Non-Owned Auto Liability	
INSURER: _____	
POLICY NUMBER: _____	
POLICY PERIOD: From _____ to _____	

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles

INSURER: _____	LIMITS OF LIABILITY:
POLICY NUMBER: _____	Combined Single Limit: \$ _____
POLICY PERIOD: From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6.  UMBRELLA OR  EXCESS LIABILITY INSURANCE

INSURER: _____	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
POLICY NUMBER: _____	Per Occurrence: \$ _____
POLICY PERIOD: From _____ to _____	Aggregate: \$ _____
	Self-Insured Retention: \$ _____

7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. POLICY PROVISIONS:

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;
- SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
- The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER \_\_\_\_\_ Dated: \_\_\_\_\_

InsCertGenCert.pdf Jan 08