

File No.: 04-1000-20-2019-382

October 2, 2019

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 19, 2019 for:

The "City and Park Board have an annual letter agreement for the public pianos with the community partner (Pianos on the Street)". Request is for the following:

- 1. Agreement documents between the City, Park Board and Pianos on the Street for 2017, 2018 and if it exists, for 2019;**
- 2. Records of any and all Park Board votes, and City Council votes, that pertain to approving this agreement; and**
- 3. Any administrative/City staff/Park Board approval of Pianos on the Street.**

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

Please note, for Part 1 of your request the records are attached. For Part 2 of your request Park Board staff confirms that other than the Agreement documents attached there are no other records as no approvals were sought as it was not a matter that required Park Board approval. For Part 3 of your request Park Board and Engineering Services confirm there are no records.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, 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 (#04-1000-20-2019-382); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,



Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:ma

June 29, 2017

Sean Pacey
Director, Piano Teachers Federation
19 East Broadway
Vancouver, BC
V5T 1V4

Dear Sean Pacey:

Re: Agreement Concerning Pianos at Multiple Locations

The purpose of this letter agreement (this "**Agreement**") is to set out the rights and obligations of the City of Vancouver (the "**City**"), the Vancouver Board of Parks and Recreation (the "**Park Board**") and the Piano Teachers Federation (the "**PTF**") in relation to piano installations to be located on City streets and City parks as part of the VIVA Vancouver public space program, which shall provide "no-purchase-necessary" participation for the public at the locations listed in Schedule A hereto (the "**Pianos**"), pursuant to the authority granted to the general manager of the City's Engineering Services department (the "**City Engineer**") under the Street and Traffic By-Law and Parks Control By-Law.

If the PTF agrees with the terms and conditions of this Agreement, please have a duly authorized representative execute this Agreement and return one copy to the City and one copy to the Park Board.

Once this Agreement is executed by the City, the Park Board and the PTF and copies executed by the PTF have been delivered to the City and the Park Board, it shall constitute a legally binding agreement between the City, the Park Board, and the PTF.

1. Term

This Agreement shall take effect once it has been signed by the parties hereto and copies executed by the PTF have been delivered to the City and the Park Board, and shall continue for an approximate period of three months, ending on September 30, 2017, or such later date as is agreed to in writing between the parties (the "**Term**"); provided, however, that the City and/or the Park Board may terminate this Agreement at any time, in its discretion and for its convenience, by written notice to the PTF, in which case the Term shall end upon the termination date set forth in the City's and/or the Park Board's notice of termination.

2. Installation of the Pianos

Page 1

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- (a) The PTF, or its agent, shall prepare site plans for the installation of the Pianos and shall submit such plans to the City Engineer and General Manager of the Park Board for approval. If such approval is obtained, the PTF, or its agent, shall proceed to install the Pianos in accordance with such approved plans and at such times, and subject to such other instructions, as the City Engineer or General Manager of the Park Board may direct.
 - (b) Following the construction and installation of the Pianos, the PTF shall do all-things necessary to operate and maintain the same, and all servicing, maintenance and repair costs related thereto, for so long as the Pianos remain in place, shall be borne by the PTF.
 - (c) All work required hereby or carried out pursuant hereto shall be completed to City-approved specifications and standards.
 - (d) The PTF shall have overall responsibility for, and shall oversee the provision of, any work required hereby or performed pursuant hereto, including work which is undertaken by subcontractors, workers or others engaged in such work on behalf of the PTF, and the PTF accepts responsibility for all liability arising from such work.
 - (e) The PTF shall comply with all applicable laws, regulations and bylaws in the performance of its obligations hereunder, including health and safety laws and regulations, and shall also, to the satisfaction of the City and the Park Board, comply with the City and the Park Board's policies for workplace safety. Additionally, the PTF shall ensure that its employees, agents or others engaged in such work also comply with all such applicable laws, regulations and bylaws.
 - (f) The PTF shall perform the additional obligations and have the additional rights set forth in the column underneath its name in Schedule B and the City shall perform the obligations and have the additional rights set forth in the column underneath its name in the same Schedule B.
 - (g) The PTF shall ensure that all persons (employees, volunteers, etc.) engaged to perform the PTF's obligations set out in this Letter of Agreement shall be competent and capable of performing the same, and shall exercise care, skill, diligence and efficiency in the performance of the same.

3. Responsibility and Liability

- (a) The PTF agrees to comply with the insurance requirements set out in Schedule C.
- (b) The PTF shall indemnify, defend and hold harmless the City and the Park Board and the City's and the Park Board's officials, officers, employees and agents for, from and against any and all losses, injuries, damages and expenses, including all legal expenses, suffered, incurred or experienced by them or any of them, and shall indemnify and defend them and hold them harmless for, from and against all complaints, demands, claims, actions, suits, judgments and orders in respect of any and all losses, injuries, damages and expenses suffered by them or any of them, arising out of, connected with or attributable in whole or in part to the structures, fixtures, furniture and other items making up the Pianos or to the acts or omissions of

the PTF under or connected with this Agreement or the Planos. This Section 3(b) shall, notwithstanding any other provision hereof, survive the termination of this Agreement.

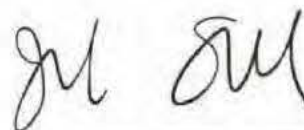
4. Miscellaneous Terms

- (a) The PTF, in the performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's or the Park Board's agent unless expressly empowered to do so by the City or the Park Board respectively. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the parties, and the PTF shall be solely responsible for all employment-related obligations in connection with its employees, agents, volunteers and other representatives and its contractors and their employees.
- (b) This Agreement shall be governed by the laws of the Province of British Columbia and any federal laws of Canada applicable in the Province of British Columbia. This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia.
- (c) No modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by the parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by each party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.
- (d) No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.
- (e) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.
- (f) Time is of the essence of this Agreement.
- (g) If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

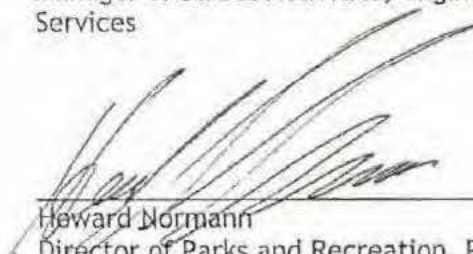
[The remainder of this page is intentionally left blank.]

- (h) This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Agreement by signing any counterpart. Delivery of an executed signature page to this Agreement by a party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.
- (i) EACH PARTY HERETO ACKNOWLEDGES AND DECLARES THAT IT HAS CAREFULLY CONSIDERED AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT IT HAS EITHER CONSULTED LEGAL COUNSEL OR WAIVED THE RIGHT TO DO SO, AND THAT IT IS EXECUTING THIS AGREEMENT VOLUNTARILY.

Yours truly,



Jennifer Sheel
Manager of Street Activities, Engineering
Services



Howard Normann
Director of Parks and Recreation, Park
Board

On behalf of the PTF, I agree to the above terms and conditions.

Signed:



Date:

July 14, 2017

Name:

Sean Pacey

Title:

Director - Piano Teachers Federation

SCHEDULE A

Proposed sites:

Proposed sites include the following locations. The agreement also covers additional locations on City street right-of-way and in City parks, subject to approval via email.

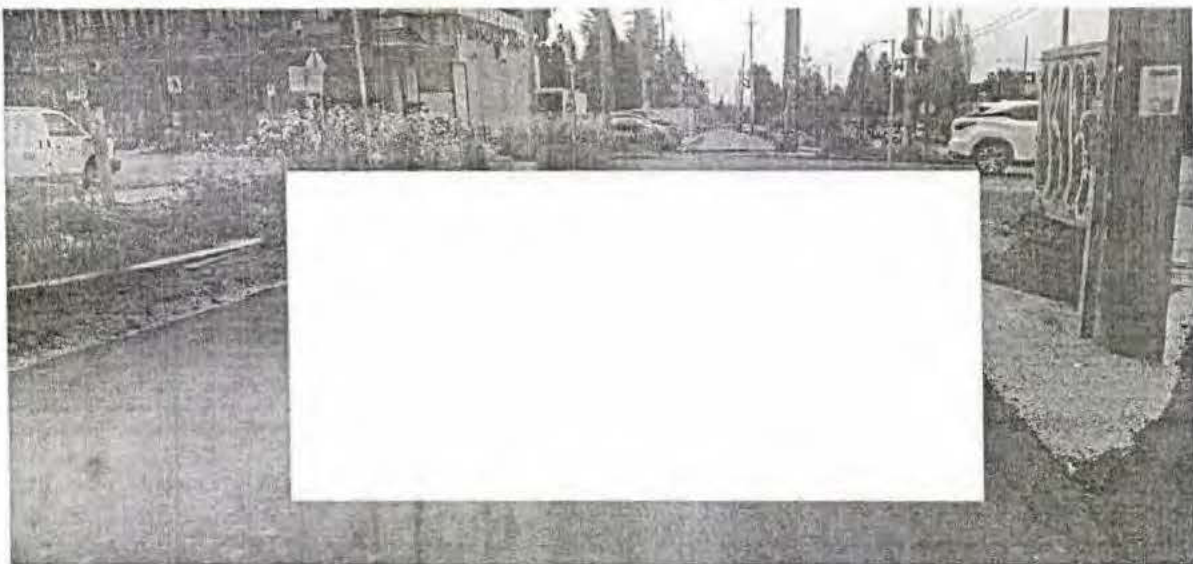
1) Foot of Spyglass Place at Seawall just west of Cambie Bridge

Contact info: Sean Pacey Cell: s.22(1) Work: 604.732.8835



2) Arbutus Greenway at 57th Avenue

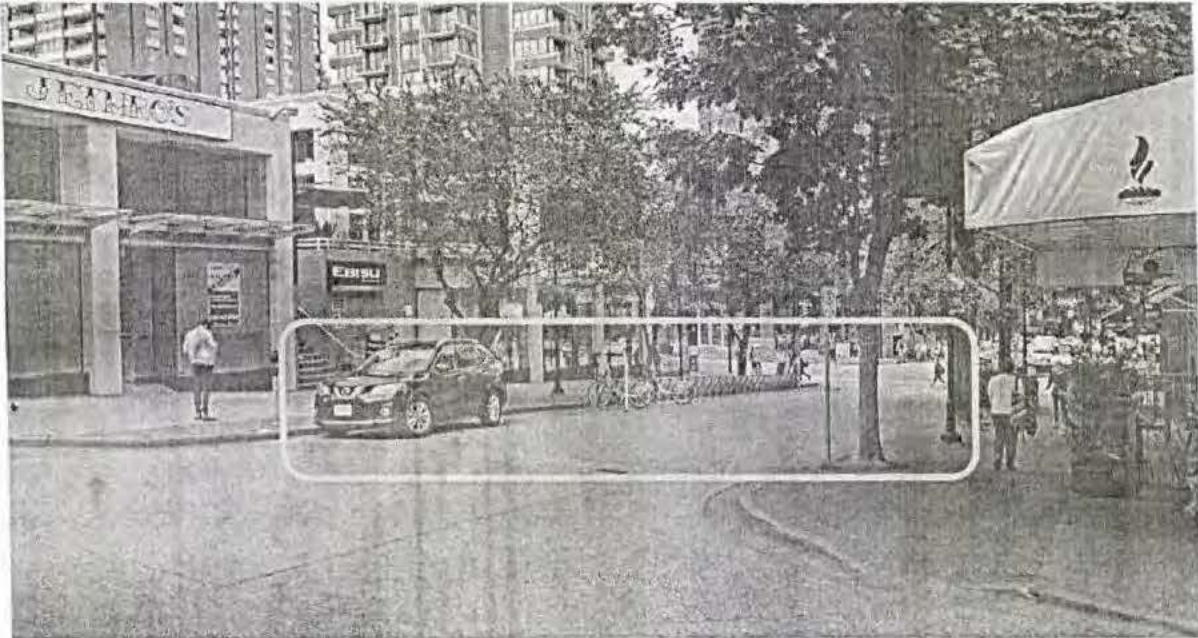
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3) Trial Plaza on Bute Street immediately south of Robson

Contact info: Sean Pacey Cell: s.22(1) Work: 604.732.8835

Note: This location will be a trial plaza closed to motor vehicle traffic between June 30 and October 16, 2017



4) Burrard Bridge

Contact info: Sean Pacey Cell: s.22(1) Work: 604.732.8835



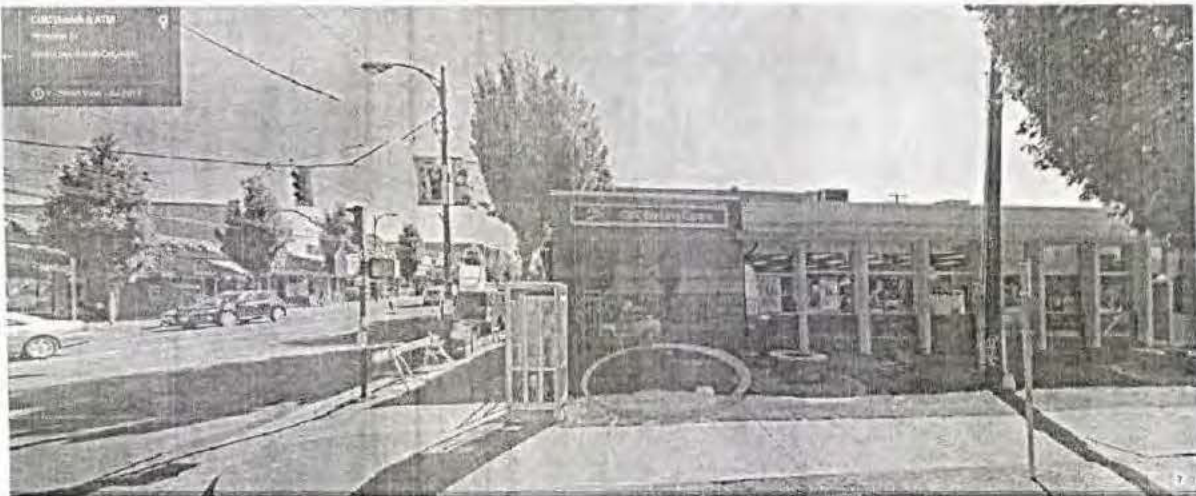
5) Corner of Kingsway and Main at 2404 Main St.

Contact info: Sean Pacey Cell: s.22(1) Work: 604.732.8835



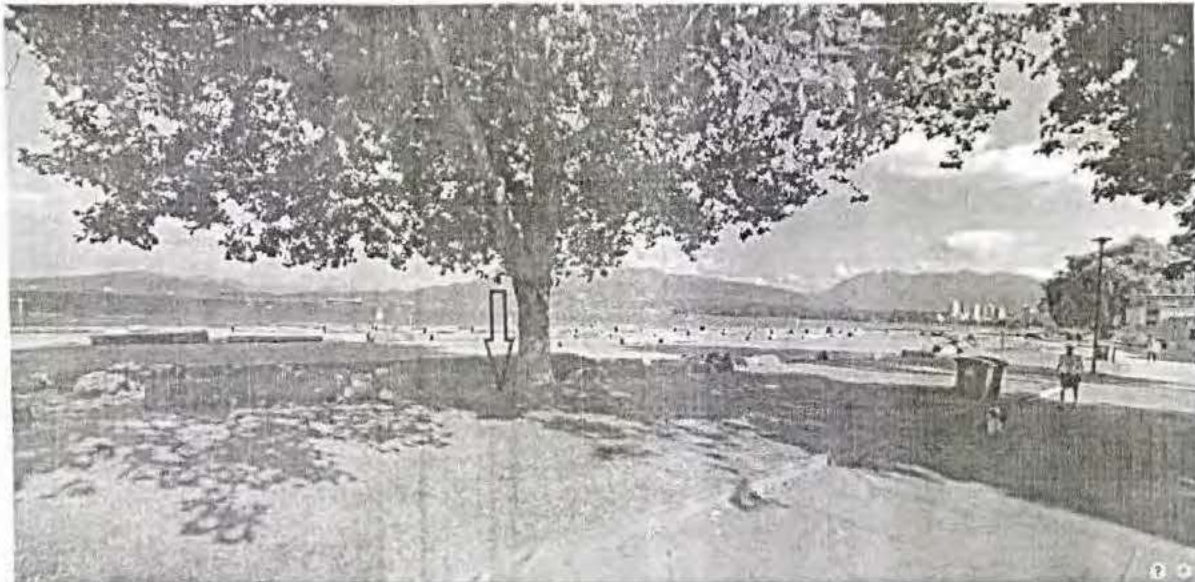
6) East Hastings at Penticton, adjacent to the CIBC at 2602 E Hastings St.

Contact info: Sean Pacey Cell: s.22(1) Work: 604.732.8835



7) Kitsilano Beach Near the Boathouse Restaurant

Contact info: Sean Pacey Cell: s.22(1) Work: 604.732.8835



8) 11 East Broadway

Contact info: Sean Pacey Cell: s.22(1) Work: 604.732.8835
(the piano sticks out as much as a sandwich board) Sidewalk is 12 feet of clearance.



SCHEDULE B

Roles and Responsibilities:

	THE PTF	CITY OF VANCOUVER AND THE VANCOUVER BOARD OF PARKS AND RECREATION
A. OVERSIGHT, APPROVALS & INSPECTION	The PTF, or its representative, shall oversee the installation of the Pianos.	All locations are subject to approval by the City and the Park Board.
B. DE-INSTALLATION	The PTF shall remove the Pianos at the end of the Term.	The City or the Park Board may remove one or more of the Pianos at any time.
C. OWNERSHIP	The PTF is the owner of the Pianos.	
D. STRUCTURE MAINTENANCE AND MONITORING	The PTF shall clean, repair, upgrade and monitor the Pianos.	
E. NOISE	The PTF shall monitor noise and ensure compliance with City Noise By-Law regulations.	
F. COMMUNICATIONS	The PTF may recognize its contributors including VIVA Vancouver but shall keep the Pianos free of 3 rd party advertising.	The City may promote the Pianos through relevant media channels.
G. COMPLAINTS	The PTF shall handle all complaints relating to the Pianos within 48 hours of receiving the complaint.	

SCHEDULE C

- (a) The PTF agrees to obtain and carry during the term of this Agreement or extend during the term of this Agreement their existing commercial general liability insurance with a limit of Two Million dollars (\$2,000,000) per occurrence, and each policy shall:
 - (i) indemnify and protect the PTF, and its employees, agents, volunteers and contractors against all claims for loss, damage, injury or death to any person or persons and for damage to any public or private property arising in connection with this Agreement;
 - (ii) insure the PTF, and the City and the Park Board and their respective officers, employees and agents 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 shall not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;
 - (iii) add the City and the Park Board, its officials, officers, employees and agents as additional insureds; and
 - (iv) provide for a limit of deductibility not greater than Two Thousand dollars (\$2,000) or such other minimum limit as the City's Director of Risk Management may sanction from time to time.
- (b) The PTF shall also ensure that each contractor engaged by the PTF shall carry insurance of the type referred to Section (a) above for a period of one (1) year beginning the date this Agreement is executed.
- (c) The following requirements shall apply to each of the aforesaid insurance policies:
 - (i) The policies shall 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 City's Director of Risk Management and shall provide the City with Thirty day's (30) prior written notice of cancellation or material change resulting in reduction of coverage limits; the exception is cancellation for non-payment of premiums in which case the applicable Statutory Condition will apply. Notice shall be given to the City of Vancouver, Attn: City Engineer.
 - (ii) Neither the providing of insurance in accordance with the requirements hereof, nor the insolvency, bankruptcy or failure of any insurance company to pay any claim accruing shall be held to relieve the PTF from any other provisions of this Agreement with respect to liability or otherwise.
 - (iii) The insurance coverage shall be primary insurance for activities outlined in Schedule B, as respects the City and any insurance or self-insurance maintained by or on behalf of the City, its officials, officers, employees or agents shall be excess of this insurance and shall not contribute with it.

May 22, 2018

Sean Pacey
Director, Piano Teachers Federation
19 East Broadway
Vancouver, BC
V5T 1V4

Dear Sean Pacey:

Re: Agreement Concerning Pianos at Multiple Locations

The purpose of this letter agreement (this “**Agreement**”) is to set out the rights and obligations of the City of Vancouver (the “**City**”), the Vancouver Board of Parks and Recreation (the “**Park Board**”) and the Piano Teachers Federation (the “**PTF**”) in relation to piano installations to be located on City streets and City parks as part of the VIVA Vancouver public space program, which shall provide “no-purchase-necessary” participation for the public at the locations listed in Schedule A hereto (the “**Pianos**”), pursuant to the authority granted to the general manager of the City’s Engineering Services department (the “**City Engineer**”) under the Street and Traffic By-Law and Parks Control By-Law.

If the PTF agrees with the terms and conditions of this Agreement, please have a duly authorized representative execute this Agreement and return one copy to the City and one copy to the Park Board.

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2. Installation of the Pianos

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 - (f) The PTF shall perform the additional obligations and have the additional rights set forth in the column underneath its name in Schedule B and the City shall perform the obligations and have the additional rights set forth in the column underneath its name in the same Schedule B.
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- (a) The PTF agrees to comply with the insurance requirements set out in Schedule C.
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- (c) No modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by the parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by each party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.
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- (e) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.
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Yours truly,

Jenniffer Sheel
Manager of Street Activities, Engineering
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Howard Normann
Director of Parks and Recreation, Park
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On behalf of the PTF, I agree to the above terms and conditions.

Signed: _____

Date: _____

Name: _____

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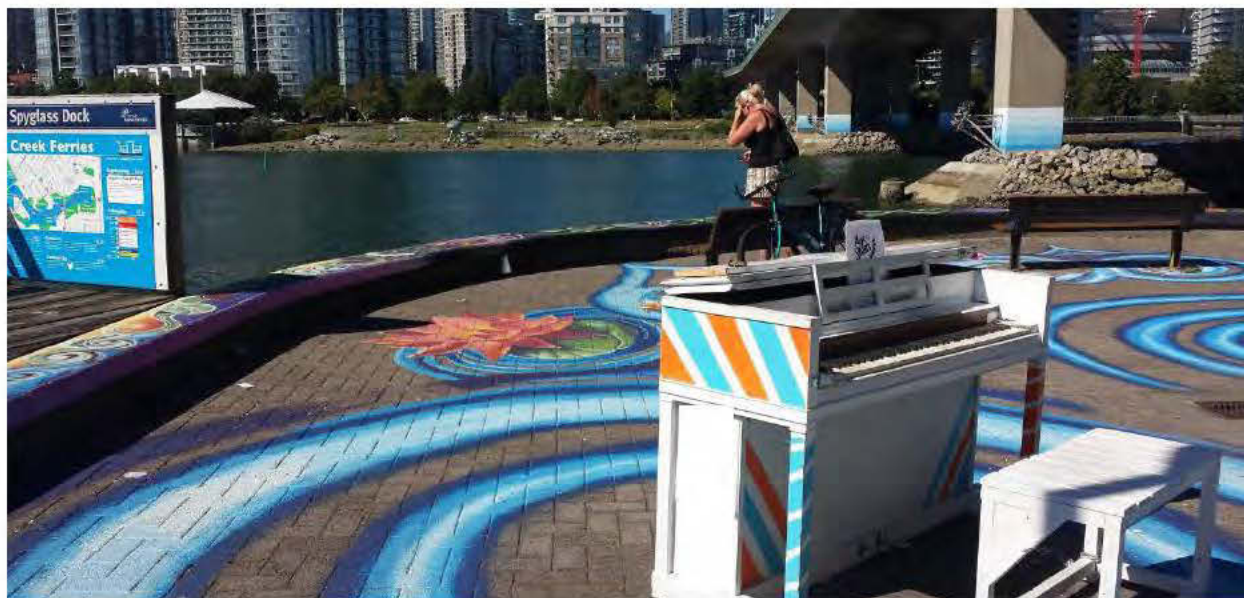
SCHEDULE A

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Contact info: Sean Pacey Cell: s.22(1) Work: 604.732.8835



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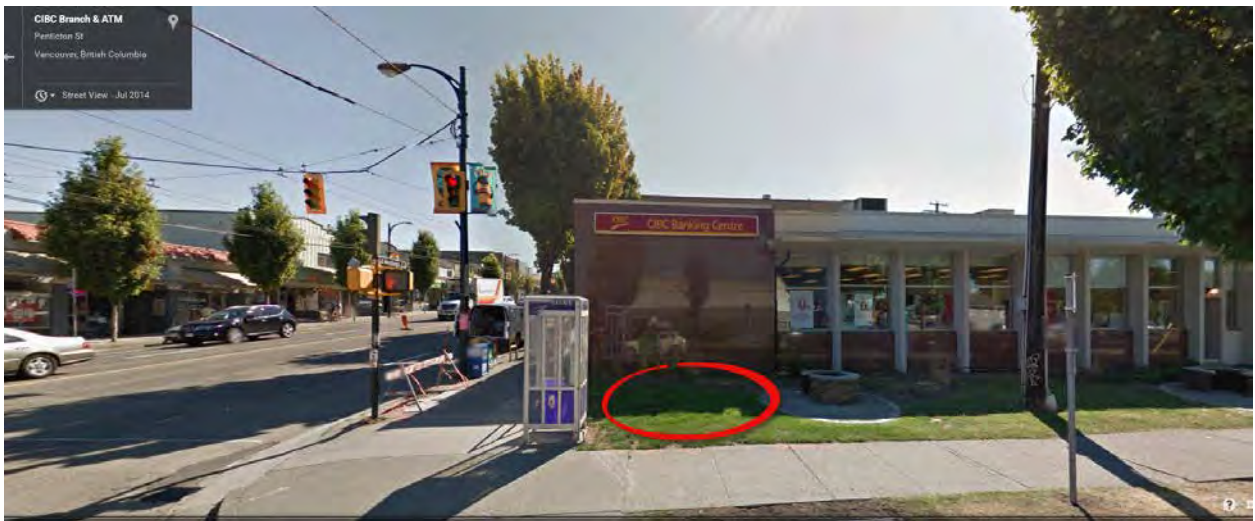
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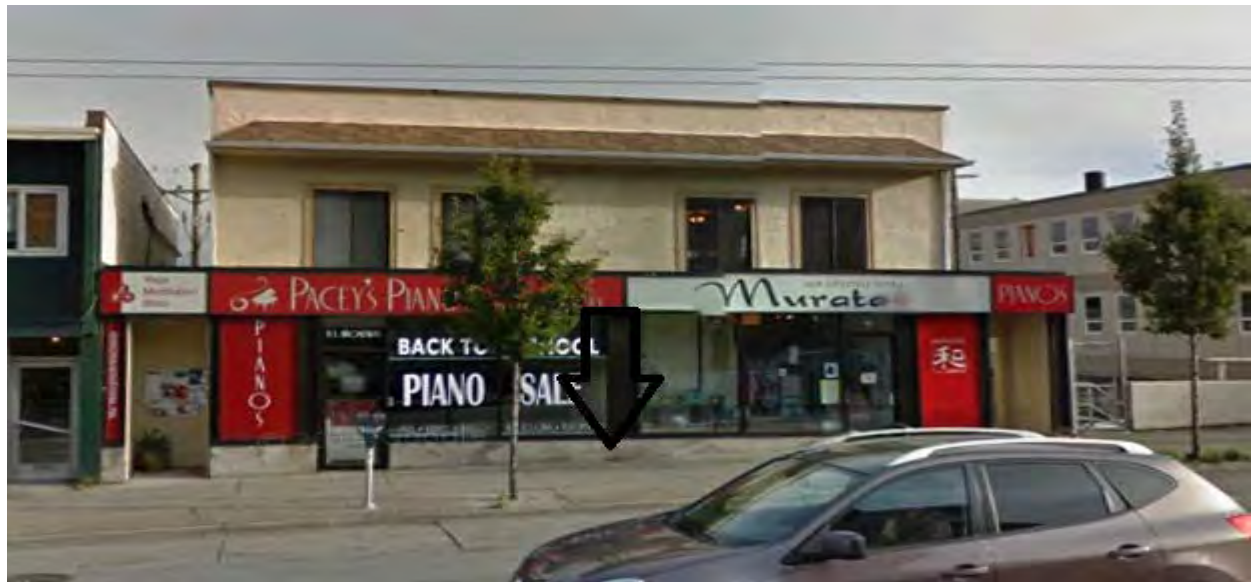
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SCHEDULE C

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 - (i) indemnify and protect the PTF, and its employees, agents, volunteers and contractors against all claims for loss, damage, injury or death to any person or persons and for damage to any public or private property arising in connection with this Agreement;
 - (ii) insure the PTF, and the City and the Park Board and their respective officers, employees and agents 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 shall not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;
 - (iii) add the City and the Park Board, its officials, officers, employees and agents as additional insureds; and
 - (iv) provide for a limit of deductibility not greater than Two Thousand dollars (\$2,000) or such other minimum limit as the City's Director of Risk Management may sanction from time to time.
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 - (ii) Neither the providing of insurance in accordance with the requirements hereof, nor the insolvency, bankruptcy or failure of any insurance company to pay any claim accruing shall be held to relieve the PTF from any other provisions of this Agreement with respect to liability or otherwise.
 - (iii) The insurance coverage shall be primary insurance for activities outlined in Schedule B, as respects the City and any insurance or self-insurance maintained by or on behalf of the City, its officials, officers, employees or agents shall be excess of this insurance and shall not contribute with it.

May 22, 2018

Sean Pacey
Director, Piano Teachers Federation
19 East Broadway
Vancouver, BC
V5T 1V4

Dear Sean Pacey:

Re: Agreement Concerning Pianos at Multiple Locations

The purpose of this letter agreement (this "Agreement") is to set out the rights and obligations of the City of Vancouver (the "City"), the Vancouver Board of Parks and Recreation (the "Park Board") and the Piano Teachers Federation (the "PTF") in relation to piano installations to be located on City streets and City parks as part of the VIVA Vancouver public space program, which shall provide "no-purchase-necessary" participation for the public at the locations listed in Schedule A hereto (the "Pianos"), pursuant to the authority granted to the general manager of the City's Engineering Services department (the "City Engineer") under the Street and Traffic By-Law and Parks Control By-Law.

If the PTF agrees with the terms and conditions of this Agreement, please have a duly authorized representative execute this Agreement and return one copy to the City and one copy to the Park Board.

Once this Agreement is executed by the City, the Park Board and the PTF and copies executed by the PTF have been delivered to the City and the Park Board, it shall constitute a legally binding agreement between the City, the Park Board, and the PTF.

1. Term

This Agreement shall take effect once it has been signed by the parties hereto and copies executed by the PTF have been delivered to the City and the Park Board, and shall continue for an approximate period of three months, ending on September 30, 2018, or such later date as is agreed to in writing between the parties (the "Term"); provided, however, that the City and/or the Park Board may terminate this Agreement at any time, in its discretion and for its convenience, by written notice to the PTF, in which case the Term shall end upon the termination date set forth in the City's and/or the Park Board's notice of termination.

2. Installation of the Pianos

Page 1

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- (a) The PTF, or its agent, shall prepare site plans for the installation of the Pianos and shall submit such plans to the City Engineer and General Manager of the Park Board for approval. If such approval is obtained, the PTF, or its agent, shall proceed to install the Pianos in accordance with such approved plans and at such times, and subject to such other instructions, as the City Engineer or General Manager of the Park Board may direct.
 - (b) Following the construction and installation of the Pianos, the PTF shall do all-things necessary to operate and maintain the same, and all servicing, maintenance and repair costs related thereto, for so long as the Pianos remain in place, shall be borne by the PTF.
 - (c) All work required hereby or carried out pursuant hereto shall be completed to City-approved specifications and standards.
 - (d) The PTF shall have overall responsibility for, and shall oversee the provision of, any work required hereby or performed pursuant hereto, including work which is undertaken by subcontractors, workers or others engaged in such work on behalf of the PTF, and the PTF accepts responsibility for all liability arising from such work.
 - (e) The PTF shall comply with all applicable laws, regulations and bylaws in the performance of its obligations hereunder, including health and safety laws and regulations, and shall also, to the satisfaction of the City and the Park Board, comply with the City and the Park Board's policies for workplace safety. Additionally, the PTF shall ensure that its employees, agents or others engaged in such work also comply with all such applicable laws, regulations and bylaws.
 - (f) The PTF shall perform the additional obligations and have the additional rights set forth in the column underneath its name in Schedule B and the City shall perform the obligations and have the additional rights set forth in the column underneath its name in the same Schedule B.
 - (g) The PTF shall ensure that all persons (employees, volunteers, etc.) engaged to perform the PTF's obligations set out in this Letter of Agreement shall be competent and capable of performing the same, and shall exercise care, skill, diligence and efficiency in the performance of the same.

3. Responsibility and Liability

- (a) The PTF agrees to comply with the insurance requirements set out in Schedule C.
- (b) The PTF shall indemnify, defend and hold harmless the City and the Park Board and the City's and the Park Board's officials, officers, employees and agents for, from and against any and all losses, injuries, damages and expenses, including all legal expenses, suffered, incurred or experienced by them or any of them, and shall indemnify and defend them and hold them harmless for, from and against all complaints, demands, claims, actions, suits, judgments and orders in respect of any and all losses, injuries, damages and expenses suffered by them or any of them, arising out of, connected with or attributable in whole or in part to the structures, fixtures, furniture and other items making up the Pianos or to the acts or omissions of

the PTF under or connected with this Agreement or the Planos. This Section 3(b) shall, notwithstanding any other provision hereof, survive the termination of this Agreement.

4. Miscellaneous Terms


- (a) The PTF, in the performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's or the Park Board's agent unless expressly empowered to do so by the City or the Park Board respectively. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the parties, and the PTF shall be solely responsible for all employment-related obligations in connection with its employees, agents, volunteers and other representatives and its contractors and their employees.
- (b) This Agreement shall be governed by the laws of the Province of British Columbia and any federal laws of Canada applicable in the Province of British Columbia. This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia.
- (c) No modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by the parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by each party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.
- (d) No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.
- (e) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.
- (f) Time is of the essence of this Agreement.
- (g) If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

[The remainder of this page is intentionally left blank.]

- (h) This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Agreement by signing any counterpart. Delivery of an executed signature page to this Agreement by a party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.
- (I) EACH PARTY HERETO ACKNOWLEDGES AND DECLARES THAT IT HAS CAREFULLY CONSIDERED AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT IT HAS EITHER CONSULTED LEGAL COUNSEL OR WAIVED THE RIGHT TO DO SO, AND THAT IT IS EXECUTING THIS AGREEMENT VOLUNTARILY.

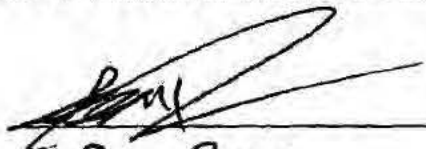
Yours truly,

Jennifer Sheel
Manager of Street Activities, Engineering
Services

per  **ALEX DOWNIE**
Howard Normann
Director of Parks and Recreation, Park
Board

On behalf of the PTF, I agree to the above terms and conditions.

Signed:



Name:

Sean Pacey

Title:

President

Date:

5/28/12

From: "Krueger, Paul" <Paul.Krueger@vancouver.ca>
To: s.22(1)
CC: "Normann, Howard" <howard.normann@vancouver.ca>
"Sean Pacey" <sean@paceyspianos.com>
Date: 9/10/2018 1:54:05 PM
Subject: RE: Piano in park
Attachments: The Sound Mitigation Plan 2018 Sunnyside Park re Summertime Piano.pdf

Hello s.22(1)

I'm not involved in locations on city parks, since the Park Board is a separate jurisdiction.

That said, the City and Park Board have an annual letter agreement for the public pianos with the community partner (Pianos on the Street), who provides insurance, and is responsible for delivering, tuning, removing the pianos etc. Typically they work with the local community and find locations and neighbourhood champions to steward the piano – e.g. locking it at night, putting a cover on when it rains, etc. The community partner is also responsible for addressing noise concerns, and may be asked to remove the piano if issues arise that cannot be addressed.

This location precedes my involvement in Pianos on the Street, but I have been informed the location was spearheaded by local residents and underwent a fair amount of public engagement. I also understand there was a sound mitigation plan developed for 2018 (see attached). One of the neighbourhood participants forwarded the following information:

- ☐ The consultation process for the piano spanned over a year, and was led by community champions as well as Evergreen, which were a partner on the year-long Green Bloc project out of which the development of a piano shade emerged as the community favourite. Please ask the city to contact Julia Gellman <jgellman@evergreen.ca> at Evergreen - several engagement events were facilitated by Cheeying Ho of the Whistler Centre for Sustainability, others by Janet Webber, ED of SFU Public Square Team. Others were led by Duane Elverum (who was brought in as a volunteer), co-founder and co-director of CityStudio Vancouver, and many others by local community members, whose names are in the attached document, which came out of extensive review of sound mitigation options.
- ☐ This is the Evergreen Green Bloc program that includes significant community engagement out of which the piano shade emerged: <https://www.evergreen.ca/our-projects/green-bloc-neighbourhoods/>
- ☐ There were hundreds of people that participated in Green Bloc events through the year. An article written about the Sunnyside process here: <https://wholefamilyhappiness.com/how-a-green-bloc-community-helped-one-mom-build-a-stronger-connection-with-her-neighbours-d6cb7c150f70>

I have cc'd Sean Pacey, who oversees the Pianos on the Street initiative. I have asked him to follow up with you re: your complaint below, and understand you had some communication with him in 2017. Sean, can you follow up with Pauline?

Best regards,
Paul

Paul Krueger

Lead Public Space Planner | Street Activities
Engineering Services | City of Vancouver
paul.krueger@vancouver.ca

From: s.22(1)
Sent: Saturday, September 08, 2018 4:07 PM
To: Krueger, Paul
Cc: Normann, Howard
Subject: Re: Piano in park

Mr Krueger,

I have yet to receive a reply to my email of June 28, from anyone at the city with regards to the my questions regarding the community consultative process by which changes to the amenities of public parks are made.

If I have been given the incorrect person to contact, I would appreciate my concerns being passed on to the correct person or department who has oversight of approving changes to park uses.

Thank you,

s.22(1)

From: s.22(1)

To: "paul krueger" <paul.krueger@vancouver.ca>

Sent: Thursday, June 28, 2018 8:28:10 PM

Subject: Piano in park

Hello Mr Krueger,

I am hoping you can assist me in finding out how the city of Vancouver approved a piano that showed up in Sunnyside Park last summer, and again today. This is a small, quiet park frequented by families to play and picnic.

I am aware of a small, eager, piano proponent group, but I have been unable to ascertain the process which led to the approval of their wishes.

I am very concerned with the lack of any kind of consultative process, led by parks or city staff, with the local neighbourhood to assess this piano initiative.

I am very concerned that after a half dozen calls to 311 last summer, no one, ever, could tell me how this piano came to be in the park.

A cursory review of parks bylaws reveals that musical performance, and musical instrument use in parks, are indeed regulated.

Today, a unmarked white cube truck pulled up to the park, and dropped off a piano onto the concrete picnic table base.

There was never any community consultation about placing the piano last year, no process to review its impact and effects after the summer, and no consultation about repeating the piano placement for this year.

It cannot be allowed for one proponent group to alter the amenities, use, and soundscape of a neighbourhood park without a full, transparent, inclusive, broadly accessible, well communicated consultative process with the local neighbourhood residents.

I would like to know how to request that the city start a process of proper consultation with the local neighbourhood residents about the idea of a piano in this park again this summer.

Thank you,

s.22(1)

Sent from my BlackBerry 10 smartphone on the Rogers network.

2018

Sunnyside Sound Mitigation Plan RE: Summertime Piano Project



Community Authors: Jessica Woolliams,
Hanna Wolf, Eimon Yin

In Partnership with Cedar Cottage
Neighbourhood House; Assistance from
Evergreen

2/1/2018



Background

In the summer of 2017, with the support of the Green Bloc group of residents, with funding from the City of Vancouver (through the Pianos on the Streets initiative), logistical and administrative support from Evergreen, as well as the support of Pacey's Pianos, a public piano was placed in Sunnyside Park.

Throughout the summer, the piano provided opportunities for people of all incomes, ethnicities, ages and levels of talent to meet and have some fun, create a few memories and get to know each other. It has been a way to strengthen community ties, and for the members of this community to get to know each other better. Additionally, allowing students from Charles Dickens Elementary to paint the piano offered a great opportunity for local children to create change in their local park.

Placing a small shelter over the piano will both protect the piano, and allow residents to gather in the park in all weather; the location of the piano is totally unshaded, and vulnerable to both the extreme heat of the sun in the summer as well as rain in the winter.

The small shelter (with a donated plant materials) may also house covered shelves for a free library, and we are requesting some funding for trees to provide necessary shade to the nearby swings as part of this project. Additionally, the shelter would be small enough to only cover the slender piano, and therefore avoiding the problem of attracting homeless people.



Location: Sunnyside Park

The location, as pictured above, is 1100 E 17th Ave, Vancouver, BC.

The proposed site, Sunnyside Park, is located between 17th and 18th Aves, and Windsor and Inverness Sts.

The park is next to Charles Dickens Elementary School. Please see above for the shelter/piano location, as well as the planned location for the fruit trees.



Sound and Mitigation Strategies

1: Piano Set Up

The piano can be set up to be so quiet so as to be barely audible when played. Ultimately, this is the most critical form of sound mitigation available, and it will be tuned to be quieter this year, although given the hundreds of neighbours who have expressed their delight at the piano and being able to hear it, there is a desire to be able to hear it at least a few feet from the piano.

What is done technically is that Pacey's Pianos is able to use a felt cloth inside the piano that will be used between the string and the hammer in order to muffle the sound. The hammer will not hit the string but the cloth instead. Depending on the thickness of the cloth, we will be able to change the volume of the sound.

2: Vines Can Absorb Sound

The proposed roof structure with a trellis-style roof to be covered with plants, is naturally absorptive of sound and will therefore act as a natural sound muffle.

3: Volunteer Lessons

Several local community members, one of which happens to be a musician and former teacher, the other simply committed to this project, have committed to helping me develop a roster of volunteers to both play and give free lessons on the piano.

The community hopes this will go a fair distance to developing community etiquette of using the piano with respect and creating the soundscape that's not going to disrupt neighbours who find some of the louder sounds disruptive. Of course, the existing play structure is significantly louder than the piano, and so it is important to set realistic expectations about the piano.

It is also important that all members understand that kids and others will sometimes come and bang on the piano, and that's just fine, and to be expected. The intention is not to police behaviour, nor to be aggressive or angry, but through the provision of free lessons, to encourage the use of the piano for delight as well as simple physical exploration (such as the banging that some kids and others do).

4: Architectural Modifications

The group has explored the idea of earth mounds, seating, and other ideas that could create a cup around the piano and therefore create a natural buffer for the sound. These ideas are currently outside of the budget but could be explored in future.

5: Decibel Reader with Feedback

Again outside of the current budget is the instillation of a decibel reader that could flash a "Too Loud, Please Reduce Sound" for those who played the piano in a way that would possibly create irritation for some neighbours.

Local Experts Consulted

- Sean Pacey, founder of the Piano Teachers Federation, Neighbourhood Resident
- Alex Hutton, Energy Manager, Fraser Health, Neighbourhood Resident
- Frank Kyle, CAD/BIM Manager, Bryson Markulin Zickmantel Structural Engineers, Neighbourhood Resident
- Hanna Wolff, Entrepreneur and Former Owner and Founder, SweetSalt Bakery and Café Inc., Neighbourhood Resident
- Ryan Glancy, Environmental Consultant, Neighbourhood Resident
- Sophie Middleton, Environmental Consultant, Neighbourhood Resident
- Midori Oba, Retired Teacher, Neighbourhood Resident

External Experts Consulted

- Haemish Beaton, Reclaimed Wood Artist and Owner, Treedon Studios, Non-resident
- Walt Pinder, Green Roof Professional (GRP), NATS Nursery LiveRoof Sales, Non-resident
- Duane Elverum, Senior Director and Co-Founder CityStudio Vancouver, non-resident
- Maureen Connelly, Director, Faculty at BCIT Centre for Architectural Ecology, non-resident



Citizen Participants

Hundreds of community members have expressed their interest and support, have played the piano, and / or have been to meetings, event, pot-lucks or information sessions, and shared their ideas for how the piano might continue to bring the community together.

Sunnyside Park Sound Mitigation Plan

