

File No.: 04-1000-20-2024-462

October 28, 2024

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 July 19, 2024 under the *Freedom of Information and Protection of Privacy Act* for:

1. Original as built drawings of *Shaughnessy Lake* on Van Dusen Gardens and partly on the property of VR368 in the 1970's;
2. Staff reports dated March 4, 1992 and April 23, 1992 (cited in Park Board minutes dated March 23, 1993 and April 27, 1992);
3. NNR document (cited in Park Board minutes dated October 27, 1997);
4. Records regarding the *agreement* between strata VR368 and the Parks Board/City between 1972 and 1992 that was referred to by the GM of the Parks Board in the April 1992 meeting minutes; and
5. Any communications between the Park Board and strata vr368 regarding Shaughnessy Lake from 1972 to July 18, 2024.

All responsive records\* have been uploaded to a secured FTP transfer site; please see the accompanying e-mail for access details. Some information in the records has been severed (blacked out) under s.14 and s.22(1) of the Act. You can read or download these sections 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).

\*Please note, our office has just been made aware that there may potentially be additional records responsive to your request. Our office has proactively undertaken a due diligence search for records, and will prioritize the provision of any additional responsive records located as a result.

Under Part 5 of the Act, 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](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 (2024-462); 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,

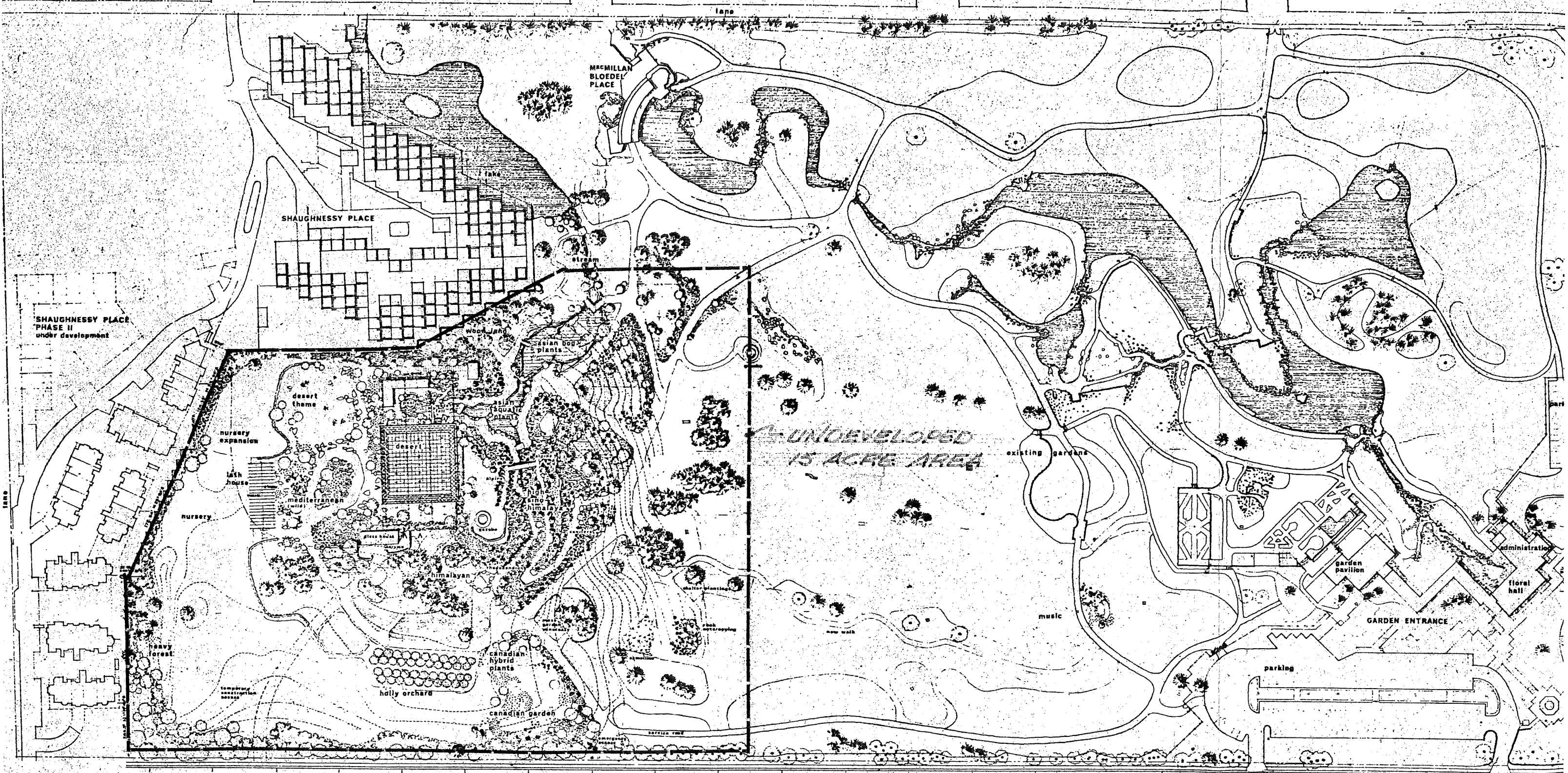
*[Signed by Cobi Falconer]*

**Cobi Falconer, MAS, MLIS, CIPP/C**  
**Director, Access to Information & Privacy**

If you have any questions, please email us at [foi@vancouver.ca](mailto:foi@vancouver.ca) and we will respond to you as soon as possible. You may also contact 3-1-1 (604-873-7000) if you require accommodation or do not have access to email.

FTP.

:ag

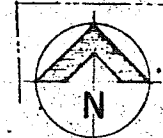


# DEVELOPMENT PLAN · SOUTH WEST SECTOR

UNDERWOOD · MCKINLEY WILSON SMITH · ARCHITECTS

# VANDUSEN BOTANICAL DISPLAY GARDEN

BOARD OF PARKS AND RECREATION · VANCOUVER B.C.



job no. 804  
march 1979

scale 1" = 100 ft

Board - Mar. 23/92  
Board Mar 9/92

Date: March 4, 1992

SUBJECT: VanDusen Gardens - Upper Pond Bottom Treatment

#### CONSIDERATION

THAT the application of a herbicide, PRINCEP 9T (SIMAZINE) to the upper pond, followed by the application of a permanent weed control bottom barrier be considered.

#### BOARD POLICY

It is the policy of the Board to manage pest problems with an Integrated Pest Management approach (I.P.M.). An IPM approach for the prevention of aquatic weed problems is a combination of nutrient reduction, water manipulation and shading. These should be attempted before the use of aquatic herbicides.

#### BACKGROUND

The upper pond (Shaughnessy Pond) is named for its proximity to Shaughnessy Place Phase II. The lake is a water barrier in lieu of a fence between the condos and VanDusen Gardens. The lake has considerable aesthetic value to the residents of Shaughnessy Place but because of its location in the Garden, is not used by visitors to VanDusen. Most of the lake is on Park Board lands; a small portion is on Shaughnessy Place property.

For several years the residents have complained about the density of aquatic weeds that grow up during the summer months. Usually by midsummer, the surface of the lake is covered and no open water can be seen. They have approached staff and Park Board Commissioners on several occasions to have the weeds removed from the pond. The weed removal from this pond is not a high priority for the VanDusen Gardens.

The lake level is maintained by natural drainage and occasionally from the city water supply. The lake water is generally clear and there is no apparent health problem.

Before the implementation of the Board I.P.M. policy in 1987, the aquatic weeds were controlled by the defoliant herbicide Reglone. When applied twice during the growing season Reglone killed all the leafy growth, but not the roots. As a result, the effect was only temporary, not cost effective, and was abandoned. In a



## BACKGROUND (cont'd)

different lake, a plastic membrane was next tried, with no herbicide. This was not effective because the rotting biomass generated gas which lifted the membrane to the surface. After the Park Board implemented the I.P.M. policy, mechanical control was attempted. The Strata Council, on its own initiative, removed weeds by cutting. After \$2,000 had been expended and less than one quarter of the lake cleared, the project was abandoned because of the high cost. Subsequent re-growth was rapid. Within two months the effect of the treatment could not be seen. In 1990, Aqua Research Ltd. of Kelowna was hired. A floating weed harvester machine was used, at a cost of \$6,000 shared 50/50 with the Strata Council. A large amount of biomass was removed from the lake. Within a period of four months the lake was again 80% infested with weeds. The treatment was judged ineffective.

## DISCUSSION

Discussions have centered on what steps were needed to best prevent the growth of unwanted aquatic vegetation while satisfying B.C. Environment's guidelines and the Park Board's Integrated Pest Management Policy. Dr. R. Truelson, Water Quality Branch of the B.C. Environment, visited VanDusen Garden to inspect the pond and discuss the weed control options with staff and the Strata Council. His experience and advice in water management was taken into consideration within the context of the constraints and demands of the Park Board and Shaughnessy Place. Water shading was considered to be ineffective because of the shallow water in the pond.

It was agreed that the most environmentally and cost effective control methodology was to first treat the bottom with the registered herbicide PRINCEP 9T (90% SIMAZINE) on a once only basis. Approval for such an application was granted by B.C. Environment, Pesticide Control Branch (Special Permit #207-013-92). The level of the pond would be kept down for at least one month after the application to prevent water from flowing out. Simazine is commonly prescribed for aquatic weed control because of its non-solubility in water. The herbicide will stay on the bottom of the pond for a period of six months and then it will slowly bio-degrade.

A condition attached to the granting of the permit require that the application be published in a newspaper providing local distribution before March 14, 1992. A copy of the advertisement is attached.

## DISCUSSION (cont'd)

Following this waiting period, during which existing vegetation will be allowed to decompose, the pond will be drained and pumped dry to allow the laying of a bottom barrier specially designed to suffocate existing plants and prevent the rooting of the colonizing plants while allowing the remaining decomposition gases to escape. Dr. Truelson recommends that use of the "Texel" bottom barrier as it has been effective in similar situations for at least ten years. Information on this product is enclosed. It is anticipated that there will be some trapped gas bubbles in the first year, VanDusen staff will release these by making small incisions in the textiles; it is not expected that the textiles will be visible after the first year. The Simazine treatment is expected to reduce this trapped gas bubbling to a manageable level while reducing the likelihood of unwanted plants invading any gaps or holes that might develop.

In addition to it being environmentally benign and having long term effectiveness, the bottom barrier is an attractive control methodology because pieces can be easily taken out to provide growing space for ornamental plants such as Nymphaea flowering hybrids.

### Cost estimate:

Cost of PRINCEP 9T	\$ 50.00
Permit	100.00
Advertising	500.00
Labour to Apply Herbicide	200.00
Cost of Texel membrane	3,000.00
Labour to clear lake bottom and install Texel	<u>1,600.00</u>
	\$5,450.00

This cost will be shared equally between Shaughnessy Place and the Park Board.

## CONCLUSIONS

The Shaughnessy Place pond has been densely covered with weeds for the past few years. All previous attempts to control the weeds have failed. The Shaughnessy Place Strata Council has been adamant about the need to remove the weeds from the pond.

CONCLUSIONS (cont'd)

One treatment of herbicide alone would not give 100% long-lasting control, but in combination with the membrane the long term (10 year) control should be effective. Use of the barrier alone would not guarantee effective weed control because of the presence of roots and live weeds in the lake bottom which could promote re-colonization and build-up of gases.

There may be some re-infestation of the lake margin, at the edge of the membrane, which will require manual removal, possibly one year after the initial treatment.

Prepared by:

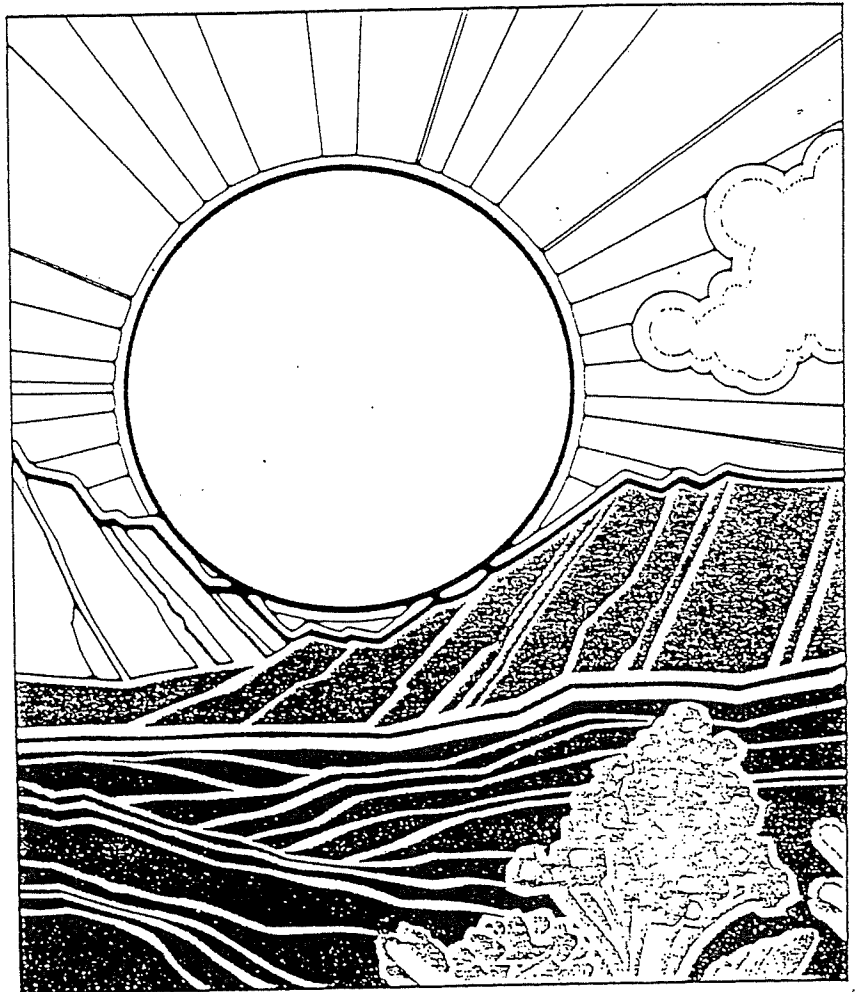
Environment & Operations Division  
Board of Parks & Recreation  
City of Vancouver

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# Texel

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## AQUATIC WEED CONTROL



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# AQUATIC WEED CONTROL

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## Aquatic Weed Control

In certain regions, due to the explosive propagation potential of certain nuisance lake weeds, in particular Eurasian water milfoil, the need for control has become apparent for several reasons:

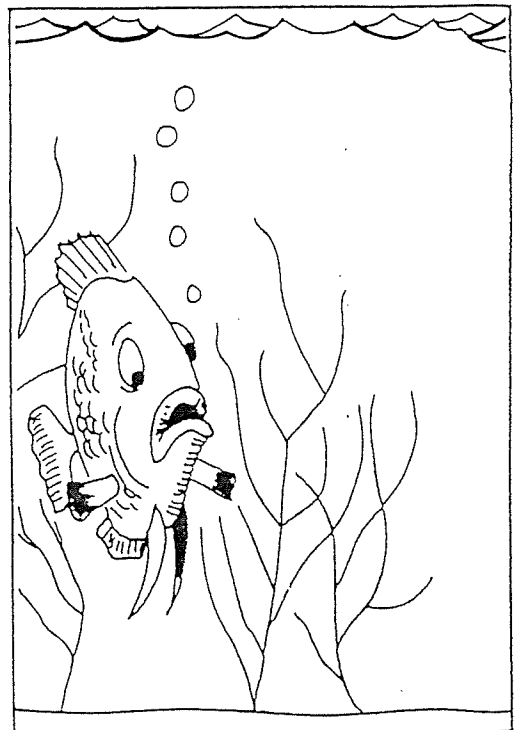
- loss of prime recreational beaches
- devaluation of waterfront properties
- increased danger of drowning when swimming in infested areas
- negative effects on sports fishing

In an effort to reduce the nuisance impact of Eurasian water milfoil and to prevent spread to other lakes, several government agencies have reviewed and implemented numerous methods of nuisance weed control.

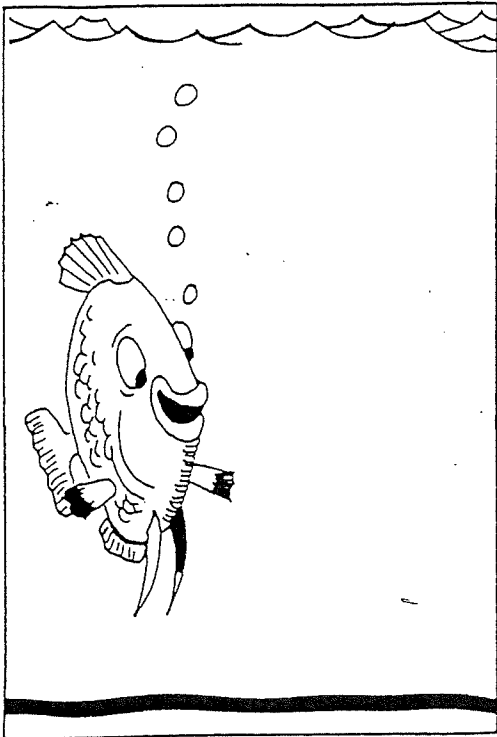
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## Bottom Barriers

One of the solutions that is being used more and more with successful results, is the installation of a bottom barrier. Placed on top of the weeds, a bottom barrier blocks photosynthesis thus killing the weeds. This eliminates the use of machinery and chemicals. Since 1983 Texel Aquatic Weed Control has been undergoing testing at Cultus Lake, B.C. and has been found to be a safe, low-cost and effective bottom barrier.



## Texel Aquatic Weed Control



Now let's look at some of the characteristics of Texel Aquatic Weed Control that makes it so effective:

Chemical and biological resistance

The fibres utilized are non-biodegradable and resistant to the effects of acids and alkalis; they are polyester and polypropylene.

Tear, traction and puncture resistance

Texel Aquatic Weed Control is made to meet the same stiff requirements as our non-woven needlepunched geotextiles.

Gas evacuation

The high permeability of the fabric allows rapid evacuation of gases.

Installation

Because of a volumetric mass greater than that of water it sinks easily into position and maintains good bottom contact.



# AQUATIC WEED CONTROL

## A Long Term, Economical Solution.

For wherever bottom growing weeds are a problem, around diving platforms, swimming areas, docks or marinas, Texel Aquatic Weed Control is a proven long-term economical method for securing a clear and safe swimming and boating area.

## Technical Specifications

Membrane	Tac 210	Tac 240
Fibre	Polyester and polypropylene.	Polyester and polypropylene.
Color	Grey	Grey
Volumetric Mass	>1.20 gr / cm <sup>3</sup>	>1.20 gr / cm <sup>3</sup>
Tension ASTM 1682 CGSB-Can 2-4.2 M77 Method 9.2	100 lbs 450 N	120 lbs 530 N
Tear ASTM D-1117 CGSB-Can 2-4.2 M77 Method 12.2	55 lbs 245 N	65 lbs 285 N
Bursting (Ball) ASTM D-751 CGSB 2-4.2 M77 Method 11.2	225 lbs 1000 N	260 lbs 1160 N
Permeability	3.1 X 10 <sup>-1</sup> cm/sec.	3.1 X 10 <sup>-1</sup> cm/sec.

# Texel

HEAD OFFICE:

ARMTEC INC.  
245-10451 SHELLBRIDGE WAY  
AIRPORT EXECUTIVE PARK  
RICHMOND, B.C.  
V6X 2W8

CIBA-GEIGY CANADA LTD

# HEALTH AND SAFETY DATA SHEET

Rev. No. 2

I PRODUCT IDENTIFICATION		
MANUFACTURER	CIBA-GEIGY CANADA LTD. Agricultural Division	EMERGENCY TELEPHONE (416) 923-6533 REGULAR TELEPHONE (416) 821-4420
ADDRESS	6860 Century Ave., Mississauga, Ont. L5N 2W5	
TRADE NAME	PRINCEP® NINE-T™	PCP ACT NO. 16,370
SYNONYMS	IN 216 Simazine, Princep® Calibertm 90 (U.S.)	PACKAGE SIZES 1.5 kg 4.5 kg 2.0 kg
DESCRIPTION	SEE ALSO SHIPPING LABEL IN PART X Granular triazine herbicide packaged in paper bags for agricultural use.	

## II HEALTH HAZARD INFORMATION FOR FORMULATED PRODUCT

THRESHOLD LIMIT VALUE FOR WORK ENVIRONMENT	10 mg/m <sup>3</sup> of dust
NATURE OF HAZARD	
INHALATION	LC <sub>50</sub> (4 h) rat exceeds 2.4 mg/L air; slightly toxic.
EYE CONTACT	Minimal irritation. Studies with rabbits showed redness and swelling of eyelids.
SKIN CONTACT	Mild irritation; studies with rabbits showed some swelling and redness after 24 h of contact.
SKIN ABSORPTION	Dermal LD <sub>50</sub> rat exceeds 2,000 mg/kg; slightly toxic.
INGESTION	Oral LD <sub>50</sub> rat, exceeds 5,000 mg/kg; slightly toxic. No animals died from a dose of 5,000 mg/kg.

THE DATA PRESENTED REFERS TO THE PRODUCT OF COMPOSITION AS REGISTERED UNDER THE PCP ACT. SOME PRODUCTS ARE DILUTED IN PREPARATION FOR USE

SYMPTOMS	Nausea or vomiting may occur if a large amount is swallowed. Irritation of skin or eyes can result from overexposure.
ACUTE	
CHRONIC	Long-term exposure to low levels of the material is not known to cause any ill effects in humans.

FIRST AID	SEE A DOCTOR if any symptoms are serious or if poisoning is suspected.
INHALATION	Move to fresh air, clean up, rest.
EYE CONTACT	Flush eyes with clean water for at least 15 minutes. Hold the eyelids apart. Obtain medical attention if irritation occurs.
SKIN CONTACT	Remove contaminated clothing. Wash skin thoroughly. If irritation occurs, obtain medical attention.
INGESTION	If swallowed, give large amounts of water to drink and induce vomiting. Never give anything by mouth to an unconscious person. Call a doctor or a poison control centre immediately.

NOTE TO PHYSICIAN Princep Nine-T is a triazine herbicide. Because of its low oral toxicity, induce emesis or lavage stomach only if a large amount has been swallowed. After lavage, a slurry of 30 to 50 g of activated medicinal charcoal may be left in the stomach.

## III FIRE AND EXPLOSIVE HAZARD DATA

FLASH POINT (TEST PROCEDURE)	AUTOIGNITION TEMP.	FLAMMABLE LIMITS VOL % Le <sub>l</sub> U <sub>el</sub>	HAZARD LEVEL
Not applicable	Not applicable	Not applicable	Non-combustible
EXTINGUISHING MEDIA	All are compatible. Use fog nozzle with water.		
SPECIAL FIRE FIGHTING PROCEDURES	Self-contained breathing apparatus and full protective clothing. Treat as a solid chemical-type fire where discharge to the environment is to be controlled as quickly as possible. Use of buildings, area and equipment should be prevented until they are properly decontaminated.		
UNUSUAL FIRE AND EXPLOSION HAZARDS	Fumes from decomposition of this product in a fire may be toxic.		

## IV HAZARDOUS INGREDIENTS

INGREDIENT	CONTENT %	LD <sub>50</sub>	HAZARD	
			TWA	STEL
Simazine [CA-122-34-9]	90.0	oral, rat > 5000 mg/kg		
Inert ingredients	10.0			

## V REACTIVITY DATA

STABILITY	Stable
MATERIAL OR CONDITIONS TO AVOID	HAZARDOUS DECOMPOSITION PRODUCTS
None	

## VI PHYSICAL PROPERTIES

MELTING POINT	SOLUBILITY IN WATER	PERCENTAGE VOLATILE BY VOLUME
Active ingredient 225-227°C	Dispersible active ingred. 3.5 ppm	Not applicable
VAPOUR PRESSURE (TEMP.)	SPECIFIC GRAVITY BULK DENSITY	EVAPORATION RATE (n-butylacetate = 1)
7 x 10 <sup>-8</sup> mm Hg @ 20°C	Not available	Not applicable
VAPOUR DENSITY	APPEARANCE AND ODOUR	
Not applicable	Odourless, tan granules	



VanDusen Botanical Garden  
Lake, North-West Quadrant

# Pesticide Use Permit Application – Supporting Map

Bed: LAKE07

Date: 09/15/88

Scale: 1:50

x  
(Irrigation Valve)

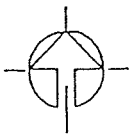
Area to be treated = 0.31 ha.

Island

Residential Condominium Development

Vacant building

OUTFLOW (Catch basin  
with stops)



VII: SPILL OR LEAK PROCEDURES

CLEANUP PROCEDURE

Wear proper protective clothing. Sweep up spilled material and packages and collect in a disposable container. Wash area with detergent and water. On soils, skim off the upper layer of contamination for disposal, and spread the remainder out over a larger area.

WASTE AND CONTAINER DISPOSAL

Do not re-use container. Destroy and burn or bury in a safe place according to local regulations. Unwanted product or contaminated waste may be incinerated or buried in a non-crop, non-graze area away from any water supply, waterway or open water. Industrial/commercial waste may be disposed of by incineration or in an approved disposal site. This product is bio-degradable.

VIII PROTECTION EQUIPMENT

VENTILATION Work in a well ventilated area.

PERSONAL PROTECTIVE EQUIPMENT

EYE Wear goggles in situations where product might get into eyes.

SKIN Wear full length work clothing and boots when handling this product. Use work gloves if direct contact with product is likely.

RESPIRATORY Not normally required. Use a respirator approved for pesticides if ventilation is inadequate.

OTHER

IX SPECIAL PRECAUTIONS

OPERATOR SAFETY

Do not smoke, eat or drink while working with this product and wash hands before doing so. Avoid contact with skin, eyes or clothing. Clean up spilled material immediately and clean clothes, equipment and work area after use.

STORAGE

Store in original container only in a well ventilated, cool, dry, secure area set aside for herbicides. Keep separate from other products to prevent cross-contamination. Rotate stock. Ship and store away from food, feed or seed. Clean spilled material and patch broken bags immediately.

GENERAL

KEEP OUT OF REACH OF CHILDREN. Keep out of water supplies, ground water or open water. This product is only slightly toxic to fish and wildlife.

XI: TRANSPORT INFORMATION

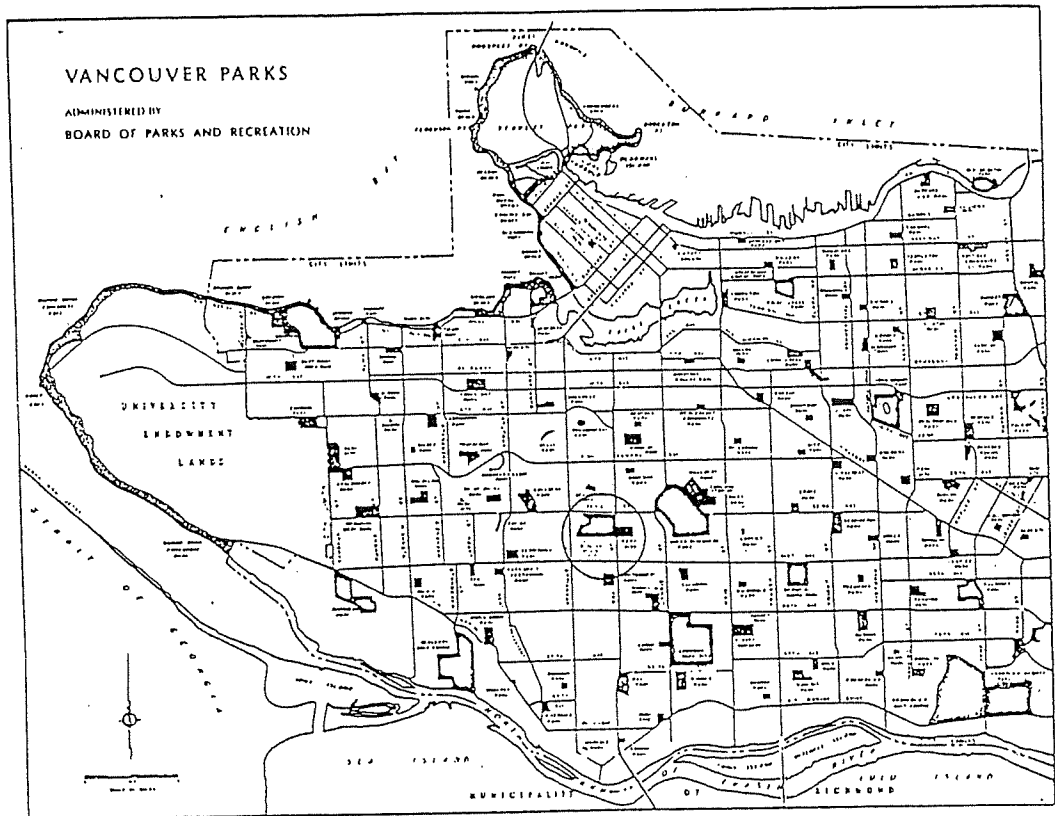
IDENTIFICATION NUMBER	CLASS AND SUBCLASS	PACKING GROUP	SPECIAL PROVISIONS	IMO CLASS	IATA CLASS	PACKAGE SIZE LIMITS	
						PASSENGER AIRCRAFT AND VEHICLES	CARGO AIRCRAFT
		Not regulated.					
SHIPPING NAME INSTRUCTIONS			Triazine herbicide, solid, n.o.s. Keep away from food, feed or seed.				

THE INFORMATION AND RECOMMENDATIONS CONTAINED HEREIN ARE BASED ON DATA BELIEVED TO BE CORRECT, HOWEVER, NO GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED IS MADE WITH RESPECT TO THE INFORMATION PROVIDED HEREIN.

City of Vancouver - FOI 2024-462 - Page 13 of 86

TECHNICAL DEPARTMENT

DATE 2 Apr. 10/85



#### APPLICATION FOR A PESTICIDE USE PERMIT

#207-013-92

Vancouver Park Board has made application to the B.C. Ministry of the Environment to use Princep 9T (90% Sinazine) for the control of aquatic weeds in VanDusen Gardens. One application of the herbicide in granular form is scheduled between April 1 and April 30/92.

Copies of the permit application and maps of the treatment area may be viewed at:

VanDusen Botanical  
Garden  
5251 Oak Street  
Vancouver, B.C.  
V6M 4H1

Vancouver Park Board  
2099 Beach Avenue  
Vancouver, B.C.  
V6G 1Z4

A person wishing to contribute information about the site for evaluation of of this application for a use permit must send written copies of this information to both the applicant and the Regional Manager of the Pesticide Control Program, Lower Mainland Region, 10334 152A Street, Surrey, B.C. V3R 7P0, within 30 days of the date the notice was published.



Board - Apr. 27/92

Date: April 23, 1992

SUBJECT: VanDusen Gardens - Upper Pond Bottom Treatment

## CONSIDERATION

1. THAT the application of a herbicide, PRINCEP 9T (SIMAZINE) to the upper pond, followed by the application of a permanent weed control bottom barrier be considered at a total estimated cost of \$5,450.

or

2. THAT excavation of the upper pond bottom, followed by the application of a permanent weed control bottom barrier be considered at a total estimated cost of 30,350.

## BOARD POLICY

The Park Board passed the following resolution on March 23, 1992 when dealing with the staff report on the VanDusen Garden Upper Pond Bottom Treatment:

"THAT the Board approve in principle a cost sharing arrangement with the residents to resolve the problems in the pond;  
and,

THAT staff come back with a report detailing the cost of manually scraping the pond bottom as opposed to the use of pesticides and a recommendation on the cost sharing arrangement."

## DISCUSSION

As requested by the Board, quotations from qualified excavation contractors were received. The low quote from Jim Roberds Excavating Ltd. was \$25,750.73. Thus, the total estimated cost for the excavation method of removing the weeds and installing the weed barrier material is as follows:

- Excavation cost	\$25,750.73
- Cost of Texel membrane	\$ 3,000.00
- Labour to clean up pond bottom and install Texel membrane	\$ 1,600.00
	<u>\$30,350.73</u>

.../2

DISCUSSION (cont'd)

When the report was submitted to the Board on March 23/92 (report attached) it was proposed that the estimated cost of \$5,450 to treat the pond with a herbicide and install the Texel material be shared 50-50 between the Park Board and Shaughnessy Place. However, funds are not available to share the higher estimated cost of \$30,350 on the same basis and the Park Board share should be the same \$2,725 as previously proposed.

Prepared by:

Environment & Operations Division  
Board of Parks & Recreation  
City of Vancouver

:AWB:tet:reports/004-2419

FILE

- 6 -

April 28, 1997

**Item 3 - 1997 N.N.R. Budget**

Moved by Commissioner Yong,

**THAT the Board approve the 1997 NNR Budget in the amount of \$725,000 as outlined in Appendix I.**

**- CARRIED**

(Commissioners Wilson and Warren contrary)

**Item 4 - Rental Rate for the Grandview Steelers Junior B. Hockey Club**

Moved by Commissioner Yong,

**THAT the 1997-98 rental rate for the Grandview Steelers be frozen at the 1996 level.**

**- CARRIED UNANIMOUSLY.**

**PLANNING & ENVIRONMENT COMMITTEE**

Moved by Commissioner Fetherstonhaugh,

**THAT the Board receive the report from the Planning & Environment Committee meeting held on Monday, April 14, 1997.**

Commissioner Fetherstonhaugh explained that an item contained in the report was the Stanley Park Jitney Service Contract Award which, because of time sensitivity, was approved at the last meeting of the Board. The Brockton Totem Poles Concession/Visitor Centre report is going forward to the next meeting.

**A VOTE WAS TAKEN ON THE MOTION AND IT WAS CARRIED UNANIMOUSLY.**

**B. THAT the Board ask the Director of Environment and Operations to look into the delegation's request for trees.**

**-Carried Unanimously.**

Item 3 - **Golf Courses - Tee Times**

Mr. J. Horwood appeared before the Board and stated that there was sexual discrimination at McCleery Golf Course. The Tuesday morning tee times are booked by a ladies club and he is unable to get on the course. Mr. Horwood stated that the Board violated the Human Rights Code by not giving him a tee off time on Tuesday mornings.

Board members discussed the matter and Commissioner Yong asked Mr. Horwood to bring his discussions with the Human Rights Commission in writing to the Board. Commissioner Wilson stated that it was important for the Board to look at the preferential tee times available to golf clubs.

Item 4 - **1997 N. N. R. Budget**

Board members received copies of a staff report dated April 16, 1997 recommending that the Board approve the 1997 NNR budget in the amount of \$725,000 as outlined in Appendix I.

The Director of Finance advised the Board that each year there is a budget for replacing furniture and fixtures.

**RECOMMEND FOR BOARD'S APPROVAL**

Moved by Commissioner McDiarmid,

**THAT the Board approve the 1997 NNR budget in the amount of \$725,000 as outlined in Appendix I.**

**-Carried.**

(Commissioners Warren and Wilson contrary)

C 54B - April 28/97  
Committee

SUBJECT: 1997 NNR BUDGET

The following people are to receive a copy of this Board Report on Friday, April 18, 1997.

No.	NAME	ORGANIZATION
1	All Community Association Presidents	
2	VanDusen Botanical Garden Association	
3		
4		
5		
6		

Signature Section Manager



No Board Report will be accepted for printing without this signed cover sheet.

*C. S. B. Connell - April 28/97*

Date: April 16, 1997

SUBJECT: 1997 NNR BUDGET

**RECOMMENDATION:**

**THAT the Board approve the 1997 NNR budget in the amount of \$725,000 as outlined in Appendix I.**

**BACKGROUND**

The 1997 preliminary Global Base operating budget of \$36,854,500 and Added Basic budget of \$258,700 were approved by the Board on March 24, 1997. This has been submitted to the City and will go to council for approval on April 24, 1997. The only remaining Budget item for Board approval is the 1997 new and non-recurring funding allocation.

In this regard, under the Global Budget arrangement, the Park Board receives a block of funding each year based on its historical share of total City NNR funding allocation. The amount of funding available for NNR's is not determined until late in the budgeting cycle after the basic operating requirements have been identified.

**DISCUSSION**

The Corporate Management Team has now allocated the total NNR funding for 1997. Based on the Boards historical share the 1997 level has been established at \$725,000. This compares to the \$665,000 that we received in 1996. Staff have reviewed this allocation in relation to the total City NNR funding and are satisfied that the Board has been treated equitably. A summary by Division of the 1997 NNR recommendation is as follows:

	1997 Recommended
Administration	62,400
Environment and Operations	346,100
Income Operations	109,500
Recreation	207,000
	<u>\$725,000</u>

Cont.....2/



## DISCUSSION

Staff have reviewed the projects originally submitted and prioritized these items within the funding level proposed. Appendix I attached provides details of all 1997 NNR projects being recommended by staff. A copy of the report and the detailed recommendations have been sent to all Community Associations and other interested parties. They have been advised that the Community Services and Budget Committee of the Board will be considering this item on April 28, 1997, at which time they can appear as a delegation if they so wish.

## CONCLUSION

The allocation of Park Board's share of the total NNR funding for the City is equitable and represents our historical proportionate share as agreed to under the Global budget arrangements.

Prepared by:  
Finance Division  
Board of Parks and Recreation  
City of Vancouver  
DH/lw  
Attachments. (BUD-0210.WP7 & PBR-0216.WP7)

C:\WORK\BUDGET\PBR-0213.WP7

**CITY OF VANCOUVER**  
**BOARD OF PARKS AND RECREATION**

**1997 ANNUAL OPERATING BUDGET**  
**N.N.R. REQUEST**

**INDEX**

<b><u>ACCT</u></b>	<b><u>DIVISION</u></b>	<b><u>\$</u></b>	<b><u>PAGE NO.</u></b>
6050-820	ADMINISTRATION	62,400	A1 - A2
6100-820	ENVIRONMENT & OPERATIONS	346,100	B1 - B4
6200-820	INCOME OPERATIONS	109,500	C1 - C3
6300-820	RECREATION	207,000	D1 - D3
	TOTAL	<u>725,000</u>	

**BOARD OF PARKS AND RECREATION**  
**1997 NNR REQUEST - SUMMARY**

		\$	\$
<b>A.</b>	<b>Administration (6050-820)</b>		
1	Office Equipment - Furniture	6,300	
2	Printer	3,800	
3	Security Systems/Vaults/Cash Registers	20,000	
4	Computer - Commissioner	3,800	
5	Membership and I.D. Card System	19,500	
6	Modification of Cashiers Counters to Accommodate P.O.S. Equipment	9,000	
		<hr/>	
	Total Administration		<u><u>62,400</u></u>

**BOARD OF PARKS AND RECREATION**  
**1997 NNR REQUEST - SUMMARY**

		\$	\$
<b>B.</b>	<b>Environment &amp; Operations (6100-820)</b>		
1	Photocopier	4,000	
2	Automatic Floor Scrubbers	30,000	
3	VanDusen	10,000	
4	Dredging of Shaughnessey Lake	25,000	
5	VanDusen Point of Sale System	35,000	
6	Bloedel Conservatory-Gift Shop Front Counter Relocation	10,000	
7	Garden Shop	20,000	
8	Bloedel Conservatory-New Front Doors with Automatic Locking Feature for Gift Shop and Admission	5,000	
9	Portable Goal Posts	25,000	
10	Various - Power Factor Correction	12,000	
11	Stanley Park-Second Beach Pool Signage	2,000	
12	Seawall Walk Ramp End of Pipeline Road	40,000	
13	Storage Cupboards/Bookshelves Pavilion Upper Floor	3,000	
14	Aerial Work Platform	25,000	
15	Fall Protection/Fall Restraint Anchor Systems and Certification	30,000	
16	Fall Protection Equipment	35,000	
17	Stanley Park Trail Markers	25,000	
18	Metal shelving For Storage Shed	10,100	
	Total Environment & Operations	<hr/>	<hr/> <hr/> 346,100

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Updated: April 16, 1997

**BOARD OF PARKS AND RECREATION**  
**1997 NNR REQUEST - SUMMARY**

		\$	\$
<b>C</b>	<b>Income Operations (6200-820)</b>		
1	Stanley Park and Queen Elizabeth Park Pitch and Putts - Renovations to Improve Merchandising	20,000	
2	Mobile Vending Units	28,500	
3	Major Painting	14,000	
4	Lighting-Pay Parking Lots	13,000	
5	Cappuccino Machines	7,000	
6	Hazardous Materials Storage/Recycling - Burrard Marina	6,000	
7	Panic Alarms	5,000	
8	Golf Course Clubhouses - Consultant	16,000	
	Total Income Operations	<u>109,500</u>	<u>109,500</u>

C:\WORK\BUDGET\BUD-0210.WP7  
Updated: April 16, 1997

**BOARD OF PARKS AND RECREATION**  
**1997 NNR REQUEST - SUMMARY**

		\$	\$
<b>D</b>	<b>Recreation (6300-820)</b>		
1	Renfrew Pool - Install Automatic Pool Controller	8,000	
2	Templeton Pool - Install Automatic Pool Controller	8,000	
3	Kerrisdale Arena - Replace Brine Tank	8,000	
4	West End Rink - Replace Pumps	5,000	
5	Renfrew Community Centre-Gym Protective Panels and Doors	16,500	
6	Lord Byng Pool - Panic Hardware	6,300	
7	Hastings Community Centre - Main Entrance	8,000	
8	Kitsilano C.C. - Fitness Centre Lockers	10,000	
9	Trout Lake community Centre - Carpet Replacement	10,000	
10	Vancouver Aquatic Centre-Washing Machine	3,700	
11	Renfrew Community Centre - Preschool Washroom	12,000	
12	Fitness Equipment Replacement Plan	40,000	
13	Mount Pleasant Community Centre - Carpet Replacement	8,000	
14	Champlain Heights Community Centre - Replace Carpet	7,100	
15	Boarder Patrol Rink Dividers	3,500	
16	Centrex Phone Systems - 1 Location	5,000	
17	Beaches - Emergency Equipment Replacement	27,900	
18	Upgrade to field booking software	5,000	
19	Under Carpet Wiring - Central Recreation Services	15,000	
	Total Recreation	<u>207,000</u>	<u>207,000</u>
	Total NNR		<u>725,000</u>

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Updated: April 16, 1997



# 1997 OPERATING BUDGET

NRR  
(Detail)

Department/Division Administration Agency # 6 0 Page A1 of 2 pages

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)
6050-820		<div>1. <u>Office Equipment - Furniture</u>  This is an annual submission to allow for the replacement and updating of equipment and furniture for all divisions located with the Park Board's main office.</div> <div>2. <u>Printer</u>  The Finance Department has one printer to handle a very heavy workload. The demand on the printer results in a back load of work in the Purchasing Division.  LEXMARK OPTRA-RT + 16PPM 4MB1,950 LEXMARK 500-SHEET LEGAL DRWER #1427369353 LEXMARK OPTRA DUPLEX OPTION840 8MB MEMORY KTM4079/8204 GST + PST NOT INCLUDED3,347 GST &amp; PST473 3,820  ROUNDING&lt;20&gt; <u>3,800</u></div> <div>3. <u>Security Systems/Vaults/Cash Registers</u>  Ongoing upgrading and replacement at various locations, e.g. Community Centres, Concessions, Pools, etc. of security systems and vaults. Emergency-replacement of cash registers at Community Centres pending Point of Sale System implementations; and as required replacement of cash registers at other locations. Purchase of security ID camera and software.</div> <div>4. <u>Computer - Commissioner</u>  A P.C. for Commissioner McDiarmid  AST Bravo MS 5133, 16MB 1.2GB, DOS 6.21930.50 AST Super VGA LR Vision 5L 15" monitor545.60 MS Workgroups (WIN) 3.11/Windows 95 2 Button Mouse &amp; Pad  Extend AST Warranty to 3-yr onsite235.40 2X8MBSimm/AST Bravo MS EDO #503008-002269.50 10' Parallel Printer Cable #PC-1047.70 HP Deskjet 680C #C4549A471.90 USRobotics SPTSTER 33600 INT Fax#000840214.50 MS Mail Remote (WIN) V3.2 #068054V320172.70 Total Estimate3847.80 Less Rounding&lt;47.80&gt; Request3,800.00</div>	<div>6,300</div> <div>3,800</div> <div>20,000</div> <div>3800</div>

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C:\WORK\BUDGET\PR-0216.WP7

# 1997 OPERATING BUDGET

NNR  
(Detail)

Department/Division Administration Agency # 6 0 Page A2 of 2 pages

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)
		<p>5. <u>Membership/Admission Passes Photo I.D. Card System</u></p> <p>In the past there has been evidence of improper use of admission passes to the Boards pools, rinks and fitness centres. Under the current system there is no way of ensuring that the user is in fact, the person who purchased the pass. By instituting a photo ID on each pass it will be possible to restrict the use to the authorized purchaser only. In addition, the system can also be used to issue photo I.D.'s on membership cards. A pilot project has been installed in one centre and is operating satisfactorily.</p> <p>This request is to add 3 more location in 1997. The system requires a card printer @ \$5,000 as well as \$1,500 in software for a total of \$6,500 per location.</p> <p>3 locations at \$6,500 = \$19,500</p>	19,500
		<p>6. <u>Modifications to Accommodate Point of Sale Equipment</u></p> <p>Under the capital program, community centres are being networked and their computer systems upgraded with the new Recware registration, scheduling and point of sale software and hardware. Funding was not included in the capital budget to structurally modify the cashiers counters to accommodate the P.O.S. equipment. In 1997, 6 sites will be converted at \$1,500 each for a total of \$9,000.</p>	9,000

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C:\WORK\BUDGET\BPR-0216.WP7

# 1997 OPERATING BUDGET

NNR  
(Detail)

Department/Division Environment & Operations Agency # 6 0 Page B1 of 4 pages

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)
6100-820		<p>1. <u>Photocopier</u></p> <p>This funding for the Stanley Park Service Yard will allow for the reduction in reproduction time, paper costs and downtime. Our present copier is old (moved from Kits Service Yard) and has few options. It will not copy double sided, has no auto feed and breaks down frequently. Our costs per copy are too high. With the yard being replaced next year we will require an updated copier. Staff from Income Operations will also use this unit for large jobs rather than travel to Beach Avenue</p>	4,000
		<p>2. <u>Automatic Floor Scrubbers</u></p> <p>With increased traffic and the longer operating hours of the Community Centres, it is now difficult for janitorial staff to properly clean and prepare a centre before opening. By introducing these 6 machines, which clean up to 8,000 square feet per hour,(4 times more productive than manual wet mopping) into our largest buildings the quantity and quality of cleaning, scrubbing and de-waxing of all hard surface floors including gymnasiums will be increased substantially.</p> <p>The staff time saved by this increased productivity can be utilized to increase the frequency of tasks presently often deferred due to lack of time eg. wall washing, carpet cleaning, window washing, and other detail work. This will improve the overall appearance of these centres and encourage increased participation by patrons.</p>	30,000
		<p>3. <u>VanDusen</u></p> <p>Storage containers for Festival of Lights supplies. Used 40' ocean cargo containers in good condition, painted, installed with lock box on door and delivered to garden are \$5,000 each. Two are required. We presently pay \$3,800 per year for rental of storage facility in Richmond. Rental will be recovered in 3 years and travelling time will be significantly reduced.</p>	10,000
		<p>4. <u>Dredging of Shaughnessey Lake</u></p> <p>Complaints by adjacent residents about weed growth in the lake has been increasing in the last several years. This proposal would result in a 50% cost sharing for dredging of the lake and the installation of a liner to reduce weed growth. The total cost projection is \$50,000. If the Shaughnessey Place Strata Council is not able to fund their 50%, this project will not be undertaken.</p>	25,000
		<p>5. <u>VanDusen Point of Sale System</u></p> <p>The Capital Plan includes funding to develop a Local Area Network at VanDusen in 1997. This is the base that is required before a Point of Sale System can be contemplated.</p> <p>Because of our focus on improved revenues through the Garden shop and facility rentals, a point of sale system would document and simplify many of our manual systems for inventory, facility bookings, attendance and revenue statistics as well as cash sales and program registrations. This system (Recware) is presently used in many Community Centre locations.</p>	35,000

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C:\WORK\BUDGET\PBR-0216.WP7

# 1997 OPERATING BUDGET

NNR  
(Detail)

Department/Division Environment & Operations Agency # 6 0 Page B2 of 4 pages

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)
6100-820		<p>6. <u>Bloedel Conservatory - Gift Shop Front Counter Relocation</u></p> <p>To relocate Gift Shop front counter to increase sales area and improve customer service.</p> <p>Justification: Financial impact/cost savings/improved services, etc.</p> <p>Relocating the gift shop counter will increase the sales area by approximately 75 square feet by using the present entrance foyer area for sales area. For comparison, the 72 square feet expansion completed mid 1995 resulted in a 21% gross sales increase (\$65,881.70) for the period 1 May 1995 to 5 November 1996. Therefore, it is expected this project will recover its cost in increased revenue within one year.</p> <p>The present counter configuration allows patrons to enter unseen if the cashier(s) is attending Gift Shop customers. The new counter location will solve this problem by allowing better control of walk-through admissions, resulting in increased revenue.</p> <p>Better customer service will also result as customers can enter the facility through any door and have the choice to remain in the Gift Shop or pay admission without having to exit the building to do so.</p>	10,000
		<p>7. <u>Garden Shop</u></p> <p>New entrance from the Garden into the shop to direct the visitor through the shop before leaving. Improved sales and customer satisfaction anticipated.</p>	20,000
		<p>8. <u>Bloedel Conservatory - New Front Doors With Automatic Locking Feature for Gift Shop and Admission</u></p> <p>The existing set of glass doors have provided 27 years of service. They require continual maintenance due to their age and deteriorated condition. The door jams are subject to repeated jamming, making them noisy and hard to open.</p> <p>It is requested that the new doors incorporate an automatic locking feature which could be activated from the cashier's station. This would improve security for cashiers in the event of a hold-up by allowing the premises to be secured at the touch of a switch. Constable Rob Bosely (Vancouver Police Department, Crime Prevention Unit at 665-3535) suggested this improvement after conducting a security audit of our premises in June 1995.</p> <p>Justification: New doors would improve the appearance of the public entrance, would improve access for patrons (especially handicapped persons), and increase safety for staff. Cost savings would also result from not having to request continual repair from Park Board and outside trades.</p>	5,000
		<p>9. <u>Portable Goal Posts</u></p> <p>5 portable goal post sets @ \$5,000/pair</p> <p>Portable goal posts allow a more flexible use of fields, i.e., use of field can change from soccer to softball without a crew and trucks making 2 trips - one to put up and then take down the posts. Often the removal or installation of posts done for a one-time occasion is done on overtime. The other advantage is that it allows the posts to be changed in position, thereby, keeping the grass in the goal mouth area from becoming damaged. user groups can remove the goals to stop unpermitted play or, during poor weather, reduce field damage. Goal mouth turf repair can cost \$1,000.</p>	25,000

## PREPARATION AND DISTRIBUTION:

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C:\WORK\BUDGET\BPR-0216.WP7

# 1997 OPERATING BUDGET

NRR  
(Detail)

Department/Division Environment & Operations Agency # 6 0 Page B3 of 4 pages

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)
		<p>10. <u>Various - Power Factor Correction</u></p> <p>Install capacitors at locations where poor power factor cause penalties by B.C. Hydro.</p> <p>Present yearly penalties at 9 locations are running at approximately \$5,300. To eliminate the power factor surcharge, it is the intent to install a capacitor bank at each load. The cost to complete this work is \$12,000 giving a simple pay back of 2.26 years.</p> <p>Surcharges may be avoided by having corrective devices, such as capacitors, installed on electrical equipment.</p>	12,000
		<p>11. <u>Stanley Park - Second Beach Pool Signage</u></p> <p>Install 5 site signs indicating directions to the new pool.</p> <p>Directional signs are required in various locations from park entrance on Georgia Street to park entrance on Beach Avenue. Recreation has identified this need due to the general public not aware of location.</p>	2,000
		<p>12. <u>Seawall Walk Ramp End of Pipeline Road</u></p> <p>Replace the existing wood log retaining wall with a granite face retaining wall with concrete ramp including railings.</p> <p>The existing log retainment is rotten and giving way. Furthermore, replacement would eliminate any risk of injury due to wall failure.</p>	40,000
		<p>13. <u>Storage Cupboards/Bookshelves Pavilion Upper Floor</u></p> <p>New office space is now being shared with the Ecology Society on the Pavilion upper floor. Additional storage cupboards and bookshelves are needed for the range of equipment reference and office material.</p>	3,000
		<p>14. <u>Aerial Work Platform</u></p> <p>Regulations involving work from ladders have changed significantly to include:</p> <ul style="list-style-type: none"> <li>maintaining a three point contact when working at heights</li> <li>keeping the worker's centre of gravity within the width of the ladder</li> <li>wearing a full body harness and being "tied in" to an anchor deemed to have an ultimate load capacity of 5,000 pounds when the duration of the task is longer than 15 minutes</li> </ul> <p>The new regulations for ladder use will greatly increase the labour intensiveness of tasks, extensive on site training will be required, and in most situations, permanent anchor systems will have to be installed and certified by a professional engineer. The most feasible option is to eliminate ladder use.</p> <p>An aerial work platform would be the safest and least labour intensive solution to tasks such as changing lights in gymnasiums, lobbies, racket ball courts, ice arenas, painting, some carpentry work, etc. An aerial work platform would also be the most practical method for the Park Board to comply with the WCB Fall Protection Regulations.</p>	25,000

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C:\WORK\BUDGET\BPR-0216.WP7

# 1997 OPERATING BUDGET

NNR  
(Detail)

Department/Division Environment & Operations Agency # 6 0 Page B4 of 4 pages

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)
		<p>15. <u>Fall Protection/Fall Restraint Anchor Systems and Certification</u></p> <p>All Park Board facilities have been inspected and analysed for the various operations that occur within them. Permanent anchor systems will need to be installed where there is a risk of falling, such as working around the deep end of empty pools, and where short duration requires some form of fall protection. Anchors must be certified by a professional engineer. This is required for Park Board operations to be performed safely and in compliance with WCB Fall Protection Regulations.</p>	30,000
		<p>16. <u>Fall Protection Equipment</u></p> <p>The Park Board will require fall protection equipment for the various operations that are performed. Equipment includes: temporary horizontal life lines, rope grabs, lanyards, carabineers, full body harnesses, ropes, rope tensioning devices, lifting poles, anchors, snaphooks, and rope installers. This equipment is required to perform Park Board operations in a safe manner that complies with the WCB Fall Protection Regulations.</p>	35,000
		<p>17. <u>Stanley Park Trail Markers</u></p> <p>In order to provide the public with a better experience using our trail network, directional and name signage is required. An overall plan has been developed and this is Phase I.</p>	25,000
		<p>18. <u>Metal Shelving For Storage Shed</u></p> <p>Metal shelving for storage in various sheds. To store and organize tools, equipment and materials in an efficient manner.</p>	10,000

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# 1997 OPERATING BUDGET

NNR  
(Detail)

Department/Division Income Operations Agency # 6 0 Page C1 of 3 pages

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)								
6200-820		<div>1<div><u>Stanley Park and Queen Elizabeth Park Pitch and Putts - Renovations to Improve Merchandising</u><p>The small kiosks (one at Stanley Park, the other at Queen Elizabeth) are manned by one operator and are used to sell green fees, souvenirs, and to rent clubs. The kiosks are over thirty years old. No major renovations have been undertaken to date.</p><p>The interior is visible to the general public, projecting a poor image for the Board.</p><p>These units are in need of a facelift which should include new cabinets and counters, general painting, window repairs, blinds to cut out intense sun, and merchandising display.</p><p>An interior designer will be retained with experience in retail. It is important to explore merchandising solutions to increase sales as part of the renovation program.</p><table><tr><td>S.P. &amp; Queen Elizabeth Pitch and Putt Design</td><td>\$12,000</td></tr><tr><td>Stanley Park Pitch and Putt Renovations</td><td><u>8,000</u></td></tr><tr><td></td><td><u>\$20,000</u></td></tr></table></div></div>	S.P. & Queen Elizabeth Pitch and Putt Design	\$12,000	Stanley Park Pitch and Putt Renovations	<u>8,000</u>		<u>\$20,000</u>	20,000		
S.P. & Queen Elizabeth Pitch and Putt Design	\$12,000										
Stanley Park Pitch and Putt Renovations	<u>8,000</u>										
	<u>\$20,000</u>										
		<div>2<div><u>Mobile Vending Units</u><p>There is a requirement to better service visitors in high traffic areas that are far from Park Board concessions. In the case of the Totem Poles area a makeshift situation already exists with an ice cream cart and a table that sells souvenirs. This is a situation that needs urgent action as the visual quality of this service may not reflect a good image for the Board and we believe the revenue potential is not being fully realized.</p><p>Sunset Beach is another area where sales could be increased by providing a mobile cart.</p><p>Totem Poles Area</p><ul style="list-style-type: none"><li>1 snack/ice cream/drink cart \$5,000 (non-motorized, to be pulled by existing food services cart)</li></ul><p>Sunset Beach Area</p><ul style="list-style-type: none"><li>1 food services cart \$16,000 (motorised self contained cart)</li></ul><p>West Bank</p><ul style="list-style-type: none"><li>1 shed/canopy to protect existing cart \$ 2,500</li></ul><p>3rd Beach</p><ul style="list-style-type: none"><li>1 shed/canopy to protect existing cart <u>\$ 2,500</u></li></ul><p><u>\$28,500</u></p></div></div>	28,500								
		<div>3<div><u>Major Painting</u><p>To cover the cost of repairing and painting the following locations:</p><table><tr><td>Kits Pool Exterior</td><td>\$ 4,000</td></tr><tr><td>Concession Warehouse Exterior</td><td>\$ 5,000</td></tr><tr><td>Children's Farnyard Concession Interior and Exterior as required</td><td><u>\$ 5,000</u></td></tr><tr><td></td><td><u>\$14,000</u></td></tr></table></div></div>	Kits Pool Exterior	\$ 4,000	Concession Warehouse Exterior	\$ 5,000	Children's Farnyard Concession Interior and Exterior as required	<u>\$ 5,000</u>		<u>\$14,000</u>	14,000
Kits Pool Exterior	\$ 4,000										
Concession Warehouse Exterior	\$ 5,000										
Children's Farnyard Concession Interior and Exterior as required	<u>\$ 5,000</u>										
	<u>\$14,000</u>										

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# 1997 OPERATING BUDGET

NNR  
(Detail)

Department/Division Income Operations Agency # 6 0 Page C2 of 3 pages

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)
6200-820		<p>4 <u>Lighting - Pay Parking Lots</u></p> <p>There is poor visibility of signs and of the ticket dispensers at night, in some of the Board's parking lots. This is especially important in those lots that are closed late at night and where towing is in effect.</p> <p>We request funding for installation of lighting (underground conduit and lighting poles) at two lots.</p> <p>Kit Beach Lot \$ 9,000</p> <p>Sunset Beach Lot \$ 4,000</p> <p><u>\$13,000</u></p> <p>The City of Vancouver has agreed to run conduit to the property line at no additional cost to the Board at the Kits Beach lot.</p>	13,000
		<p>5 <u>Cappuccino Machines</u></p> <p>Spanish Banks East (presently borrows one machine from Kits Pavilion for the winter months). Once the renovations at Spanish Banks East are completed the concessions will need to use one machine all year round.</p> <p>One machine \$3,500</p> <p>English Bay (renovations have been started at this unit. Enhancements will include the service of cappuccino). One machine <u>\$3,500</u></p> <p><u>\$7,000</u></p>	7,000
		<p>6 <u>Hazardous Materials Storage/Recycling - Burrard Marina</u></p> <p>There is a need to build an additional covered area close to the existing oil recycling container to receive hazardous materials. These materials include oil rags, antifreeze, oil filters and other items left by boaters.</p> <p>The study conducted by the firm Stearns and Conrad Engineers entitled "1996 Waste Characterization Study" revealed that there is a problem with the discarding of oil rags at the Burrard Marina.</p>	6,000
		<p>7 <u>Panic Alarms</u></p> <p>Increasing security problems at the concessions, especially where people regularly work alone and in remote locations require that the Board provide Panic Alarms (bell and help message relay).</p> <p>Panic alarms recommended for:</p> <ul style="list-style-type: none"> <li>• Children's Farmyard</li> <li>• Trout Lake</li> <li>• New Brighton</li> <li>• 3rd Beach</li> <li>• Lost Lagoon</li> </ul>	5,000

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# 1997 OPERATING BUDGET

NRR  
(Detail)

Department/Division Income Operations Agency # 6 0 Page C3 of 3 pages

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)
		<p>8 <u>Golf Course Clubhouses-Consultant</u></p> <p>In 1996, the Board approved the retention of a consultant, to be jointly funded with CUPE Local 15, to review the golf course clubhouse operations. A report, outlining recommendations for increased revenues will be presented to the Board by June, 1997.</p>	16,000

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C:\WORK\BUDGET\PBR-0216.WP7

# OPERATING BUDGET

## 1997 NNR REQUESTS (DETAIL)

Department/Division Recreation Agency # 6 0 Page D1 of 3 pages

Fund: Revenue         

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)
6300-820		1 <u>Renfrew Pool - Install Automatic Pool Controller</u>  To control chlorine and PH levels. This will improve water quality, reduce chemical consumption and reduce the need for staff call outs.	8,000
		2 <u>Templeton Pool - Install Automatic Pool Controller</u>  To control chlorine and PH levels. This will improve water quality, reduce chemical consumption and reduce the need for staff call outs.	8,000
		3 <u>Kerrisdale Arena - Replace Brine Tank</u>  Replace old brine tank and modify piping. Remove old condenser from compressor room.	8,000
		4 <u>West End Rink - Replace Pumps</u>  Replace main hot water pump and rink underslab hot water pump. Both are old, worn and obsolete and parts are no longer available.	5,000
		5 <u>Renfrew Community Centre - Gym Protective Panels and Doors</u>  Apply 8' fibreglass panels over existing plywood. Add two doors. Currently there are 8' wooden panels around three quarters of the gymnasium. These panels are in poor shape. In order to reduce maintenance, constant repairs and painting, fibreglass panels will be installed. These panels require little or no maintenance and prevent injuries to participants.	16,500
		6 <u>Lord Byng Pool - Panic Hardware</u>  Remove old hardware and replace with new flush push bars on 4 double sets of doors. The existing panic hardware on the pool deck and in the entrance hall are worn out with usage and high humidity causing above average maintenance and security problems.	6,300
		7 <u>Hastings Community Centre - Main Entrance</u>  Install a new reinforced concrete slab to replace the existing one which provides parking for people with disabilities and deliveries. The existing driveway is in poor condition and is not wide enough to accommodate the above requirements.	8,000
		8 <u>Kitsilano C.C. - Fitness Centre Lockers</u>  In 1996 an additional 1000 square feet was added to the Fitness Centre by expanding into the hobby room space. The resulting increased attendance requires additional lockers for security of personal belongings.	10,000

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# OPERATING BUDGET

## 1997 NNR REQUESTS (DETAIL)

Department/Division Recreation Agency # 6 | 0 | Page D2 of 3 pages

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)
		<p>9 <u>Trout Lake Community Centre - Carpet Replacement</u></p> <p>Carpeting in the Community Centre Main Office and Fitness Testing Room is soiled and stained beyond cleaning. The carpet smells and has mildew. It does not present a healthy environment for staff to work in on a daily basis and presents an extremely poor image to patrons of the Centre.</p>	10,000
		<p>10 <u>Vancouver Aquatic Centre - Washing Machine</u></p> <p>The commercial washing machine in the VAC is over 15 years old and in need of extensive mechanical repairs. Parts are difficult to find or simply not available and repairs will be very expensive if they are possible. The machine is important given the volume of lost and found and other material that requires laundering. Recommended replacement is an 18 lb. washer/extractor.</p>	3,700
		<p>11 <u>Renfrew Community Centre - Preschool Washroom</u></p> <p>Children in the preschool currently use public washrooms that are located down a corridor from the preschool. This poses a security risk for the children and is in violation of current regulations. The project would provide a simple washroom facility in the preschool area.</p>	12,000
		<p>12 <u>Fitness Equipment Replacement Plan</u></p> <p>This program allows the Board to replace fitness centre equipment as it wears out or becomes obsolete.</p>	40,000
		<p>13 <u>Mount Pleasant Community Centre - Carpet Replacement</u></p> <p>Carpets in the Fitness Centre and racquet court area are old, stained and unsightly. The image that this presents to paying customers is poor. Replacement will assist in attracting new users.</p>	8,000
		<p>14 <u>Champlain Heights Community Centre - Replace Carpet</u></p> <p>Carpet in the Upper Lounge area and Office is 15 years old and is worn, frayed and torn, presenting a tripping hazard. [Approximately 1400 square feet in total]</p>	7,100
		<p>15 <u>Border Patrol Rink Dividers</u></p> <p>To facilitate multiple use of the ice during public skating sessions [e.g. parent and tot hockey]. Dividers are required to reduce the risk of accidents from conflicting uses. In 1996, nine Border Patrol [2' high] units were purchased on an experimental basis for Riley Park Arena and have proven to be effective and safe. An additional 9 sections would provide dividers for one more ice rink and could also be used together to form a summer roller hockey space on a parking lot.</p>	3,500

### PREPARATION AND DISTRIBUTION:

The **ORIGINAL** and a copy on diskette to be submitted to the Budget Officer.

LAUNREC97NNR.WP6

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# OPERATING BUDGET

## 1997 NNR REQUESTS (DETAIL)

Department/Division Recreation Agency # 6 0 Page D3 of 3 pages

ORGN CODE (1)	ASSIGN PRIORITY (2)	Provide Details & Justifications for Items Requested DESCRIPTION & JUSTIFICATION (3)	Cost \$ (4)
		<p>16 <u>Centrex Phone Systems - 4 Locations</u></p> <p>The CTG phone systems in recreation facilities are aging, need frequent maintenance, and no longer meet our communication needs. They are being replaced as funding permits and \$5,000 will enable replacements at 1 community centre with cost sharing from a community association.</p>	5,000
		<p>17 <u>Beaches - Emergency Equipment Replacement</u> [deferred from 1996]</p> <p>Lifeguard rescue equipment requires replacement and upgrading. Much of the present equipment is not functional. Existing Paddle boards are made of wood and date back to the 50's and 60's. They are too heavy and are rotting on the inside. Five have already been sent for disposal. The scuppers are an intermediate rescue craft that will allow for deep water rescues during periods of low staffing.</p>	25,000
		<p>18 <u>Under carpet wiring - Central Recreation Services</u></p> <p>To install undercarpet wiring in CRS Office area to permit safe access to different computer and work stations, and to facilitate required movement of work stations.</p>	15,000
		<p>19 <u>Software Upgrade for Field Booking Software</u></p> <p>In order for the facility booking software to be compatible with the software used in the community centres, it is necessary to upgrade the system in use in Central Services.</p>	5,000

### PREPARATION AND DISTRIBUTION:

The **ORIGINAL** and a copy on diskette to be submitted to the Budget Officer.

LAUNREC97NNR.WP6

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PROPERTY & INSURANCE OFFICE

J. F. AITKEN

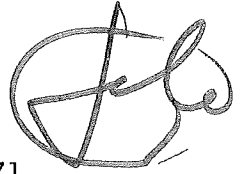
SUPERVISOR



CITY OF VANCOUVER  
CANADA

TELEPHONE 873-7011

453 WEST 12TH AVENUE  
VANCOUVER 10, B.C.



PLEASE REFER TO: Mr. W. Goodacre

January 19, 1971

Board of Parks & Public Recreation  
2099 Beach Avenue  
Vancouver 5, B.C.

Attention: Mr. S. S. LeFeaux  
Superintendent

CITY BOARD OFFICES  
**RECEIVED**

JAN 21 1971

REG. No. 117

FILE No. 0441

Dear Sirs:

Re: Old Shaughnessy Golf Course & City Reservoir Site - 5.5 Acres

Reference is made to the recent purchase by the City of Vancouver of a portion of Old Shaughnessy Golf Course as approved by Council, January 6th, 1971.

In accordance with Council's Resolution, the sum of \$2,000,000.00 was paid to the Canadian Pacific Railway for 46.449 acres on January 15, 1971. In addition to this area, the City Reservoir site and certain dedicated roads are to be included in the proposed Botanical Garden, which total area will be transferred to the care and custody of the Board of Parks in due course.

The Shaughnessy Reservoir site, comprising 5.5 acres, is now held in the City of Vancouver Capital Asset Account and as such this office has been responsible for the maintenance of this property.

In this connection, would you kindly advise if the Board is prepared to take over this responsibility in advance of the actual transfer of the property to your account.

Yours truly,

*John Jordan*  
Deputy Supervisor of Property & Insurance

*City of Vancouver  
Donovan  
873-1507  
WG/kd*

*Putting together agreement*

*Go Jordan to phone C.R. about this Jan 28/71  
Already legally owned?*



# VANCOUVER CONDOMINIUM SERVICES LTD.

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

October 5, 1990

MEMO TO: s.22(1), Chairman  
Strata Plan VR-368

FROM: Neil Fraser  
Vancouver Condominium Services Ltd.

Dear s.22(1):

Further to our telephone conversation of October 4, 1990 and your meeting of October 9, 1990 with Mayor Campbell: I will attempt to chronologically recreate the actions taken by ourselves and the strata council with regards to the removal of weeds from the pond area adjacent to Shaughnessy Place I and the VanDusen Botanical Gardens.

Inquiries were made in late 1987 regarding the pond and during the late summer of 1988, a vast number of weeds became very evident in the pond area. Concern was expressed by the residents on the building's north side over the fact that these weeds were stagnating the water to a certain extent. At this point in time, a call was placed regarding the weeds and Mr. Forester of the Botanical Gardens advised that the matter would "be looked into". As fall and winter approached, the weeds dissipated and people used their patio areas less and less, the problem was almost forgotten.

In the spring of 1989, the matter again became evident. Shoots started to appear up through the lake area and, again, concern was expressed by the residents. At this point in time, my assistant at the time, Miss Ann Richards, phoned Roy Forester of VanDusen gardens and requested his input. Mr. Forester advised that a non-toxic blue dye would be placed in the water to prevent photosynthesis and subsequently prevent the weeds from growing and reaching the surface. (Please see attached letter.)

/ . . . 2

The dye did little, if anything, to prevent photosynthesis and the weeds came back with vengeance. At this point in time, a great deal of discussions ensued with regards to the existence of an agreement between the owners of Strata Plan VR-368 and the Parks Board regarding the responsibility for the lake area. A number of long-time residents of VR-368 advised that this agreement did exist and that the agreement clearly stipulated that the lake was the responsibility of VanDusen Botanical Gardens and subsequently the Parks Board.

A thorough search of all past records of the strata plan located at Shaughnessy Place I and even those records at the law firm of Ladner Downes proved futile. No agreement was found. I spoke with Mr. Laurenson of the City of Vancouver Legal Department and, he too, searched for the agreement to no avail. At this point in time, the strata council of Shaughnessy Place I agreed that they would undertake the removal of the weeds from the lake area, and then forward an invoice to VanDusen Gardens for partial payment. On June 1, 1989, I called VanDusen Botanical Gardens seeking permission to enter the pond. (Please see attached letter of June 2, 1989). Mr. Forester of VanDusen Botanical Gardens contacted his superior, Mr. Bert Breakwell, of the Parks Board and his letter of June 7th (also attached) was returned to our office. The strata plan absolved the gardens of any liability for injury incurred during the removal of the weeds and work commenced.

The work was far more labour intensive than originally anticipated and following a time frame of two weeks, the pond was approximately one-fifth clear. The strata plan had expent a sum of money in excess of \$2,500 for the removal. At this point, the strata council cancelled the project due to the heavy billings to date and again requested that the gardens address this problem via implementation of a removal team or chemical compound to the water. In August, 1989, I again wrote to Mr. Forester of the botanical gardens regarding the matter and asked that they implement herbicide in the lake area. He responded on August 15th (his letter is also enclosed) and advised that he proposed to drain the lake and treat the weeds as if they were on land. This work was to take place between September 5th and 26th. As of November 1, 1989 nothing had been done and we again wrote to VanDusen Botanical Gardens. Mr. Forester responded and stressed that the work would commence; however, should it not work out properly, the mechanical removal of the weeds would cost \$30,000, which was beyond the resources of VanDusen Gardens.



During the spring of 1990, the weeds again became apparent. This time, more so than ever. Water flow to the pond was cut off due to the ongoing watering problems in the municipality at the time. The result of this was in effect "A stagnant pond overgrown with weeds". This resulted in a number of insects infesting various areas of the pond and subsequently biting two residents of VR-368, one of whom had to be hospitalized as a result. At this point in time, both the management company and the strata council were at wits end and we took the matter up with the City of Vancouver Health Department. This matter was followed with a letter from the Health Department to the Parks Board requesting that they address the situation. To date nothing further has been done with the pond area and the final straw was September 18, 1990 when my assistant, Ms. Suzanne Bramley, phoned Mr. Breakwell at the Parks Board regarding an update on the situation and he advised that the pond adjacent to Shaughnessy Place I was "not a priority". Three years of discussion and correspondence regarding the matter followed with Mr. Breakwell's statement that it was not a priority and that nothing further could be done, certainly set us back on our heels.

We wish you all the very best in your discussion with the Mayor regarding this matter.

P.S. It should be noted that s.22(1) [REDACTED] of VR-368 will also be meeting with Mr. Cowie of the Parks Board regarding this matter.

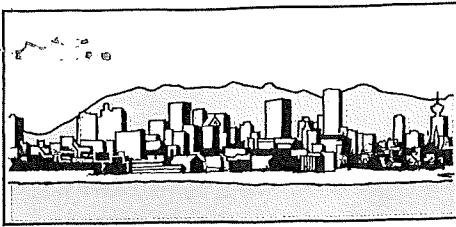
\* \* \*

NF/jo

Attch:







FILE

1179-1 (?)

# Vancouver Health Department

Environmental Health Division

1770 West 7th Avenue, Vancouver, B.C. V6J 4Y6 Telephone: 736-2866

DEPT. OF PARKS  
& RECREATION

1990 July 31

REG. NO. 770

REFER TO K. Spain

AUG - 7 1990

RELEASED FOR \_\_\_\_\_

FILING BY \_\_\_\_\_

DATE \_\_\_\_\_

Mr. Bert Breakwell  
Director of Operations  
Vancouver Parks Board  
2099 Beach Avenue  
Vancouver, B.C.  
V6G 1Z4

Dear Sir:

**RE: SHAUGHNESSY PLACE, 4900 CARTIER STREET, VANCOUVER, BC**

In response to the attached letter from Mr. Neil Fraser I visited the Shaughnessy Place property with Mr. A. Guthrie (supervising Inspector) recently to address Mr. Fraser's concerns, regarding mosquito and odour problems related to weed growth and poor water circulation in the Van Dusen Gardens pond located adjacent to Shaughnessy Place.

At the time of our visit we noted a heavy growth of weeds throughout the pond (a condition which has worsened in recent weeks), and no obvious water flow into the pond. Also, the water discharge pipe (overflow-type) was situated well above the level of the pond (i.e. no drainage out) and roughly 10' - 15' from the water supply point thereby creating a 'short-circuiting' of fresh water out of the pond when water is supplied.

In order to control these developing problems I recommend that the Parks Board proceed with a weed removal program and increase the water flow into the pond. Also, alteration of the water discharge system to collect water from a location farther from the inlet, and from farther below the water surface is suggested in order to reduce the stagnation of the water, alternatively, aeration of the pond may achieve the desired effects.

If you have any questions on this matter please call me at 736-2866.

Yours truly,

  
A. Faremo, C.P.H.I.(C)  
Public Health Inspector

AF/lm

FAR-0499

cc: Mr. D. Losito, Director of Environmental Health  
Mr. Neil Fraser



Sep 13/90

Bert is working  
on this.

Sep 27/90

Bert is in process  
of looking  
after this



BOARD OF PARKS  
and RECREATION  
CITY OF VANCOUVER

2099 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z1  
PHONE (604) 681-1121

October 24, 1990

**RECEIVED**

MAYOR'S OFFICE

**OCT 26 1990**

Ref'd to \_\_\_\_\_

Ans'd \_\_\_\_\_

Mayor Gordon Campbell  
City Hall  
453 W. 12th Avenue  
Vancouver, B.C.  
V5Y 1V4

Dear Mayor Campbell:

**Re: VanDusen Gardens - Shaughnessy Place (Phase I)**

The attached "History Review" was prepared for Park Board Commissioner Cowie prior to a site meeting of October 19, 1990 with s.22(1), a resident of Shaughnessy Place.

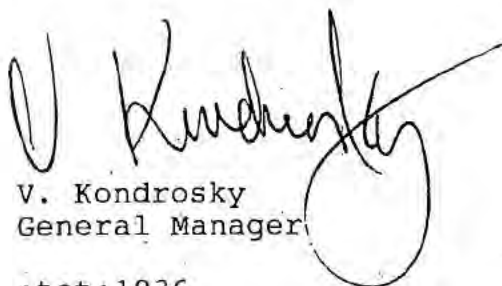
Since the meeting, Aquatic Systems International of Vernon, B.C. has confirmed that they will be bringing their weed removal machinery to the Lower Mainland for the winter season. They are going to provide the details of removing the weeds from the pond in question later this week.

It was agreed at the meeting that s.22(1) would discuss a proposed 50-50 cost sharing arrangement with the residents of Shaughnessy Place. s.22(1) will be informed when the cost of the project is confirmed.

s.22(1) was also informed that the weeds would grow back again and possibly in about three to five years the removal process would likely be necessary once more.

Not all of the details have been confirmed, but it seems that a solution may be near for the removal of the weeds from the pond.

Yours truly,

  
V. Kondrosky  
General Manager

:tet:1036

c.c: Mr. R. Forster  
Curator - VanDusen



## VanDusen Garden

### Pond Adjacent to Shaughnessy Place

#### History Review

The pond adjacent to Shaughnessy Place was provided in 1973-74 by Park Board staff. Whether the cost was shared by the developers of the housing units is uncertain but staff at VanDusen think it was built totally at Park Board cost. The pond straddles the property line but the largest portion of it is on VanDusen Gardens property.

Staff at VanDusen think that the first calls about weeds in the pond started around 1982. Up until about 1985 the weeds in the pond were controlled by a pesticide called reglone. Environmental concerns and I.P.M. prevented the continuation of this herbicide. The elimination of the herbicide application resulted in a rapid growing of weeds which covers almost the entire pond at some times of the year. The depth of water and the natural condition in the pond produces an ideal weed growing environment.

Letters began to be written in 1987 by Mr. Neil Fraser, Property Manager, about the condition of the pond.

Staff at VanDusen faced the decision of determining which of the 5 ponds in the Garden should receive the priority for weed removal with limited capital funds provided for this purpose. All of the ponds have the same weed growth problem and the other 4 ponds are in the highly used public garden area. The pond area near the Shaughnessy Place property has no public access path and is used by only a very few visitors to the Garden.

The main purpose of the pond in question is as a physical separation from the Garden and primarily serves as an aesthetic benefit to the residents of Shaughnessy Place.

In June 1989, Vancouver Condominium Service Ltd., the Property Manager for Shaughnessy Place, asked for and was given permission to have the weeds manually removed by their forces. After two weeks of labour and a cost of \$2,000 the project was abandoned when about one fifth of the pond was cleared of weeds. Two weeks after ceasing the weed clearing, the pond was virtually covered with weeds again. As a result, they again asked Park Board staff to take steps to apply a herbicide to the pond.

Staff at VanDusen had earlier applied to the Department of the Environment for a herbicide application permit. The herbicide, casoron, was applied in the fall of 1989 under a special permit and resulted in the elimination of only a limited amount of the weed cover. By this past summer the pond was again covered with weed growth.

In June, 1990 Mr. Neil Fraser requested that Dr. John Blatherwick, Medical Health Officer, investigate the "health hazard" associated with the pond area because of the weed growth and stagnant water. The Health Department, on July 31, 1990, recommended that the Park Board proceed with the removal of the weeds and increase the water flow through the pond.

Staff has continued to explore methods of removing the weeds. A company located in Vernon that has equipment designed for weed removal has looked at the pond and is in the process of determining a cost for the work. However, this option is contingent upon the company getting enough work to justify bringing the equipment to the Lower Mainland.

The flow of fresh water through the pond was eliminated as a result of a request from GVRD through the City Manager's office to stop all but essential use of water throughout the dry summer season. However, with the fall season rains the pond level has again reached the maximum height.

All other possible alternatives for the maintenance of the pond should be explored, such as, but not limited to:

1. removing the pond by filling it in and landscaping the area;
2. turning the area over to the residents of Shaughnessy Place for their maintenance;
3. cost sharing the maintenance expenses;
4. manually removing the weeds on a continuous basis.

Regardless of the extent of the maintenance program undertaken by the Park Board, a request for funding will be required.

October 18, 1990

AWB:tet:0979



BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

2099 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1111

283-110

**RECEIVED**  
MAYOR'S OFFICE

October 24, 1990


Ref'd to NOV 5 1990  
Ans'd

Mayor Gordon Campbell  
City Hall  
Vancouver BC

Dear Mayor Campbell,

Staff and I have met with s.22(1) and we have come to a mutual understanding whereby Park Board and Shaughnessy Place will each pay 50% of the cleanup. To get into history only confuses the issue. The estimated cost at this time is \$6,000 to \$9,000. Cleanup will be done this fall.

Yours truly,

  
Commissioner Art Cowie  
Chairman

cc: Bert Breakwell

AC/jc









OFFICE OF THE MAYOR

GORDON CAMPBELL  
Mayor

CITY OF VANCOUVER  
453 WEST 12TH AVENUE  
VANCOUVER, B.C.  
V6T 1V4

TELEPHONE: 604/ 675-7621/ 7622  
FAX NO. 604/ 675-7688

November 7, 1990

s.22(1)

Dear s.22(1)

Further to our discussion of early October regarding the problem with the lake in the Shaughnessy Place Project, I have recently received a report from Art Cowie of Park Board and John Mulberry, our Director of Legal Services. It would appear that a satisfactory resolution has been reached between the Park Board and Shaughnessy Place. My understanding is that the Park Board and Shaughnessy Place will each pay 50% of the cleanup which is estimated to be \$6,000 to \$9,000. I am further advised that the cleanup will take place this fall.

I am glad that an agreement has been reached. I appreciated the opportunity to become involved with this issue, and I trust that you are pleased with the resolution.

Thank you for your interest in the City. Don't forget to vote in the civic election on November 17th.

Yours truly,

Gordon Campbell  
Mayor





OFFICE OF THE MAYOR

GORDON CAMPBELL  
MAYOR

CITY OF VANCOUVER  
430 WEST 10TH AVENUE  
VANCOUVER, B.C.  
V6Y 1Y4  
TELEPHONE: 604-673-1221 6022  
TOLL FREE: 800-573-1325

November 7, 1990

s.22(1)

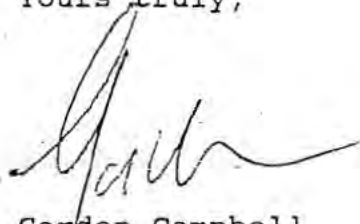
Dear s.22(1) :

Further to our discussion of early October regarding the problem with the lake in the Shaughnessy Place Project, I have recently received a report from Art Cowie of Park Board and John Mulberry, our Director of Legal Services. It would appear that a satisfactory resolution has been reached between the Park Board and Shaughnessy Place. My understanding is that the Park Board and Shaughnessy Place will each pay 50% of the cleanup which is estimated to be \$6,000 to \$9,000. I am further advised that the cleanup will take place this fall.

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Thank you for your interest in the City. Don't forget to vote in the civic election on November 17th.

Yours truly,



Gordon Campbell  
Mayor



OFFICE OF THE MAYOR

GORDON CAMPBELL  
MAYOR

283-11  
S  
CITY OF VANCOUVER  
450 WEST 10TH AVENUE  
VANCOUVER, B.C.

TEL: 604-681-7801  
FAX: 604-681-7888

November 7, 1990

s.22(1)

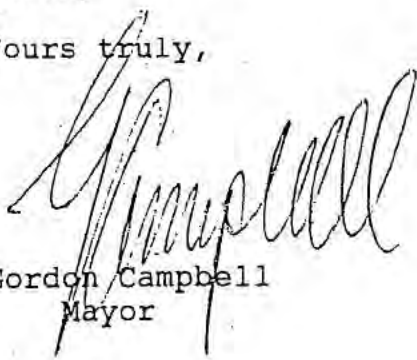
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I am glad that an agreement has been reached. I appreciated the opportunity to become involved with this issue and I trust that you are pleased with the resolution.

Thank you for your interest in the City. Don't forget to vote in the civic election on November 17th.

Yours truly,

  
Gordon Campbell  
Mayor

K

November 14, 1990

s.22(1)

Dear s.22(1):

Sorry about the mix up. On re-reading Vic Kondrosky's memo, he simply advised us that:

"It was agreed at the meeting that s.22(1) would discuss a proposed 50-50 cost-sharing arrangement with the residents of Shaughnessy Place. s.22(1) will be informed when the cost of the project is confirmed.

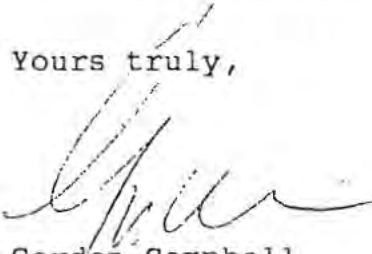
s.22(1) was also informed that the weeds would grow back again and possibly in about three to five years the removal process would likely be necessary once more.

Not all of the details have been confirmed, but it seems that a solution may be near for the removal of the weeds from the pond."

I did have a meeting with s.22(1) and s.22(1). Your name became attached to the proceedings through the Park Board response and a letter was sent to you in error. I hope this clarifies the situation.

Please don't forget to vote in the Civic Election on November 17th.

Yours truly,

  
Gordon Campbell  
MAYOR



RECEIVED

MAYOR'S OFFICE

NOV 21 1990  
Ref'd to  
Ans'd 283-110

103 - 4900 Cartier Street  
Vancouver, B.C.  
V6M 4H2

Telephone: 685-3456

November 20, 1990

His Worship Mayor Gordon Campbell  
Vancouver City Hall  
453 West 12th Avenue  
Vancouver, B.C.  
V5Y 1V4

Dear Mayor Campbell:

Shaughnessy Place and Van Dusen Gardens

I am writing in reply to your letters of November 7, 1990 to s.22(1) Chairman of our Strata Council at Shaughnessy Place, and to me.

However I would first like to congratulate you on your election victory and wish you success in your new term and with your plans for the City during that term.

The difficulty over the lake at Van Dusen Gardens and Shaughnessy Place has not been resolved. I believe there was a discussion between one of the owners in Shaughnessy Place and a member of the Park Board regarding a possible clean up. However, before entering into any such arrangement we need to know who has the legal responsibility for the maintenance of that lake and what the legal rights of the parties are regarding its continued existence and operation. Once we know that, then we can properly deal with the question of the clean up.

Page 2

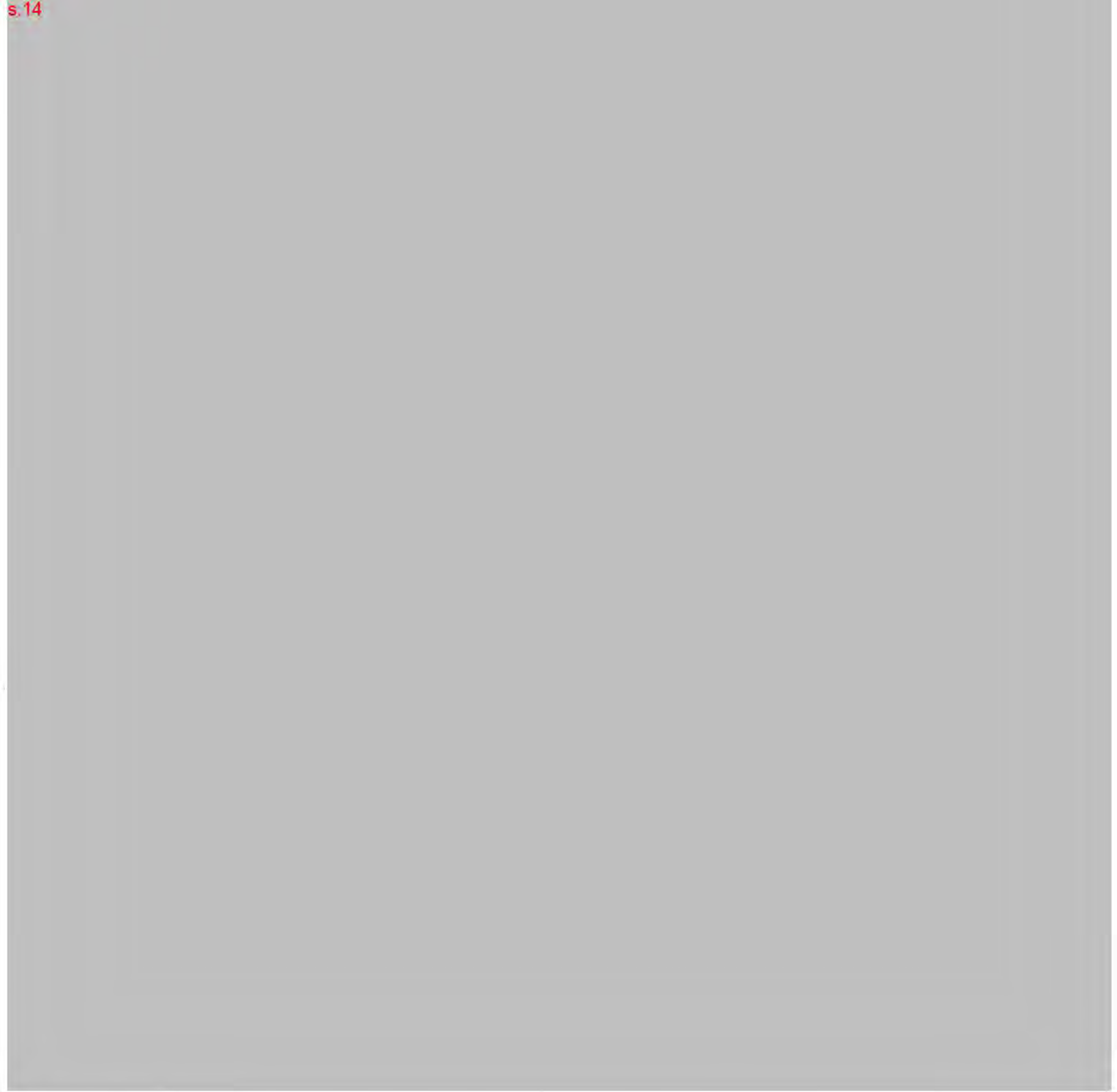
Would it be appropriate if we got in touch with John Mulberry directly? We very much appreciate your interest and help but if a direct meeting with Mr. Mulberry would be more appropriate please let me know.

I shall look forward to hearing from you.

Yours sincerely, /

s.22(1)





1179-1



BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

FILE

2099 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1141

December 14, 1990

City Manager's Office  
City Hall  
453 W. 12th Avenue  
Vancouver, B.C.

Attn: **Mr. Ted Droettboom**  
Deputy City Manager

Dear Mr. Droettboom:

**Re: VanDusen Gardens/Shaugnessy Place - Upper Pond**

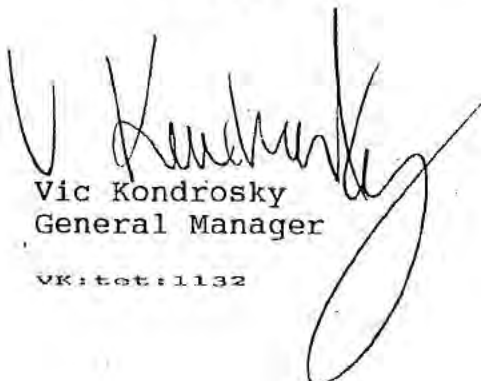
With reference to your memo of December 6, 1990, you are correct that a final agreement with the Shaughnessy Place I Strata Council has not been concluded for the weed control program in the upper pond.

When the meeting with s.22(1) and Commissioner Cowie was held on October 18, 1990, the memo from Mr. Mulberry had not been received in this office yet, so it was not discussed.

The letter of November 5, 1990 to s.22(1) indicated that the weed removal program would cost each party \$3,175 in 1991. It also indicated that the program would likely need to be repeated after a period of up to five years. Since the pond in question serves primarily as an aesthetic benefit to the residents of Shaughnessy Place, they should continue to share in the maintenance cost.

I will arrange a meeting with Mr. Mulberry and s.22(1) to work out an appropriate long-term agreement.

Yours truly,

  
Vic Kondrosky  
General Manager  
VK:tet:1132



Q 4

213-8-07 11/01

FILE

1179-1

INTER OFFICE  
CORRESPONDENCE

BOARD of PARKS and RECREATION  
CITY OF VANCOUVER

*1888-1988 Celebrating A Century of Service.*

**ENVIRONMENT & OPERATIONS DIVISION**

June 26, 1991

**MEMO TO:** Roy Forster

**FROM:** Bert Breakwell

**RE:** Shaughnessy Place - VanDusen - Pond Agreement

Attached is a copy of the first draft of this agreement. Please read it and comment on it if you like. Please note clauses 3.0 (water level) and 4.0 (changes to the garden).

What is the latest opinion on the success of the weed removal process? Has the strata council been billed for 1/2 of cost of the work?

Make sure that the water is turned on at the appropriate time and that the meter reading is recorded at that time so that the strata council can be billed for 1/2 of the cost.



:tet:4awb1674



1179-1

DIRECTOR OF LEGAL SERVICES CORPORATION COUNSEL

JOHN L. MULBERRY

TERRANCE R. BLAND

SOLICITORS

JOE STUBBS  
DEREK C. M. CREIGHTON  
LYNN C. ROBERTS  
CATHERINE M. KINAHAN  
BARRY S. WILLIAMSON  
JEREMY F. SHOTTON

BRIAN J. PORTER  
FRANCES J. CONNELL  
GRAHAM P. G. JOHNSEN  
LYNDA A. CAMLEY  
PATSY J. SCHEER  
DAVID E. LOUKIDELIS



CITY HALL

453 WEST 12TH AVENUE  
VANCOUVER, B.C. V5Y 1V4  
FAX NO. 873-7445

TELEPHONE 873-7063

OUR FILE NO. 3234C57

YOUR FILE NO.

BOARD OF PARKS  
& RECREATION

REG. NO. 841

REFER TO

JUN 25 1991

RELEASED FOR

FILING BY

DATE

June 24, 1991

BY FAX

s.22(1)



Shaughnessy Place - VanDusen Gardens - Pond Maintenance Agreement

Here at last is the first draft of the proposed pond maintenance agreement. Please regard this as a rough draft intended to elicit discussion. I would welcome any suggestions you have and look forward to hearing from you.

Yours very truly,

CITY OF VANCOUVER

*Kim Miller*

(for) David Loukidelis

DL/kom  
Enc.

✓cc: Mr. Bert Breakwell, Director of Environment and Operations,  
Board of Parks and Recreation

POND MAINTENANCE AGREEMENT

This Agreement dated for reference June 1, 1991 is  
BETWEEN

CITY OF VANCOUVER, a  
municipality and a corporation  
continued under the *Vancouver Charter*  
(British Columbia) with offices at  
453 West 12th Avenue,  
Vancouver, British Columbia  
V5Y 1V4

AND

THE OWNERS, STRATA PLAN VR-368, a  
corporation created under the  
*Condominium Act* (British Columbia),  
4900 Cartier Street,  
Vancouver, British Columbia  
V6M 4H2

The City of Vancouver and The Owners, Strata Plan VR-368 agree with each  
other as follows:

1.0 Definitions and Interpretation

1.1 In this Agreement

- (a) "Board" means the City of Vancouver, a municipality and a corporation continued under the *Vancouver Charter* (British Columbia), acting through its Board of Parks and Recreation;
- (b) "Corporation" means the The Owners, Strata Plan VR-368, a corporation created under the *Condominium Act* (British

Columbia) on the deposit of strata plan VR-368 in the  
Vancouver Land Title Office;

- (c) "Corporation Property" means the land that is designated as  
common property in the Plan;
- (d) "Gardens" means the botanical gardens maintained by the Board  
that are called the VanDusen Botanical Display Gardens;
- (e) "Plan" means strata plan VR-368, deposited in the Vancouver  
Land Title Office; and
- (f) "Pond" means the ornamental pond that lies between and on part  
of the Corporation Property and part of the Gardens, as is  
illustrated on the sketch that forms schedule A.

1.2 Reference in this Agreement to

- (a) the singular includes a reference to the plural and a  
reference to the plural includes a reference to the singular,
- (b) a particular numbered "section" or to a particular lettered  
"schedule" is a reference to the corresponding numbered or  
lettered section or schedule of this Agreement,

(c) any law, statute, by-law or regulation is to be considered also to be a reference to any amendment or re-enactment of, or replacement for, that law, statute, by-law or regulation, and

(d) a "party" or "parties" is a reference to a party or the parties to this Agreement.

1.3 The division of this Agreement into articles and sections is for convenience of reference only and does not affect its interpretation. The section headings used in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

## 2.0 Cleaning of Pond

2.1 The Board agrees to remove weeds from the Pond as provided in this Agreement and the Corporation agrees to pay half of the cost of weed removal as provided in section 5.0 of this Agreement.

2.2 Whenever the Corporation or the Board considers that the Pond is in an aesthetically displeasing state or constitutes a health hazard because of weed growth in it, it may give notice to the other party stating that in its opinion removal of the weeds is necessary. Within five business days after that notice is given representatives of the Corporation and the Board must meet and agree on the dates on which the weeds are to be removed as is convenient to the Corporation and to the

Board. The Corporation and the Board must use reasonable efforts and negotiate in good faith in attempting to agree on the dates for removal of the weeds from the Pond.

2.3 The Board must remove the weeds from the Pond on the dates agreed upon under section 2.2. If the Board is prevented from removing the weeds from the Pond on the agreed dates by circumstances beyond its reasonable control, it must remove the weeds from the Pond as soon as is reasonably practicable after the agreed dates. The Corporation grants the Board the contractual licence to be on the Corporation Property to the extent reasonably necessary to remove weeds from the Pond.

2.4 If the party to which notice is given under section 2.2 does not agree that removal of weeds from the Pond is necessary for the reasons given in section 2.2, at the meeting required by section 2.2 the Corporation and the Board must attempt to agree on the need for removal of the weeds from the Pond. The Corporation and the Board must use reasonable efforts and negotiate in good faith in attempting to agree on the need for removal of the weeds from the Pond.

2.5 If the Corporation and the Board cannot agree on the need for removal of the weeds from the Pond within 10 days after notice is given under section 2.2, the party which gave that notice may have the weeds removed from the Pond at its own risk and expense. If the Board removes the weeds under this section, sections 2.1 and 5.2 do not apply. The Corporation and the Board grant each other the contractual licence to be

on the Corporation Property or the Gardens, as the case may be, to the extent reasonably necessary to remove the weeds from the Pond under this section.

### 3.0 Maintenance of Water Levels in the Pond

3.1 Subject to section 3.2, during the months of May to September of each year, inclusive, the Board must maintain a supply of fresh water to the Pond that is adequate to maintain the water level of the Pond so that it just overflows the water outlet for the Pond during the months of May and June. The Board must supply that fresh water at the end of the Pond that is opposite to the water outflow for the Pond. The Corporation agrees to pay half of the cost of water supply as provided in section 5.0 of this Agreement.

3.2 The obligation of the Board under section 3.1 is suspended during any period during which the Greater Vancouver Water District, the Greater Vancouver Regional District or any other public authority with the jurisdiction to do so requests or requires the Board specifically, or Greater Vancouver Regional District water users generally, to reduce or eliminate unnecessary water uses or to ration the use of water.

### 4.0 Changes in the Gardens

4.1 The Board agrees to use reasonable efforts to give notice to the Corporation of any proposed changes in the design, layout or

planting of any part of the Gardens, including the Pond, that is within a radius of 100 feet from any point on the eastern boundary of the Corporation Property. The Board agrees to use reasonable efforts to consult with the Corporation on any of those proposed changes and to consider any suggestions or requests made by the Corporation. The Board is not obliged to implement any suggestions or requests made by the Corporation. The Board may carry out any proposed changes despite failure by it to give notice to or consult with the Corporation.

#### 5.0 Payment for Weed Removal and Water Supply

5.1 The Board from time to time may deliver an invoice to the Corporation setting out:

(a) the one half share of the cost of:

(i) weed removal under section 2.0, or

(ii) the supply of water to the Pond under section 3.0,

or both, that must be paid by the Corporation, and

(b) any social services, goods and services or other consumption or added value taxes that are payable by the Corporation in respect of removal of the weeds from the Pond or the supply of water to the Pond invoiced under section 5.1(a).

5.2 Within 30 days after the date of each invoice delivered under section 5.1, the Corporation must pay the amount of that invoice to the Board. Any amount that remains unpaid more than 30 days after the date of the invoice bears interest payable to the Board starting 31 days after the date of the invoice at the annual rate of interest, compounded annually not in advance, that is 3% greater than the annual rate of interest charged from time to time by the Bank of Montreal, Main Branch, 595 Burrard Street, Vancouver, on demand Canadian dollar commercial loans made in Canada to its most creditworthy commercial customers and designated by that bank as its prime rate.

#### 6.0 Allocation of Risk

6.1 The Board is not liable for

- (a) damage caused to the Corporation Property or any other property of any kind during removal of weeds from the Pond,
- (b) damage caused to the Corporation Property or any other property of any kind by water in the Pond, or
- (c) personal injury or death suffered by anyone in that part of the Pond that is on the Corporation Property.

6.2 The Corporation agrees that for the purposes of the *Occupiers' Liability Act* (British Columbia) the Board is not an occupier of that



part of the Pond that is on the Corporation Property. The Corporation agrees that it must take reasonable care to ensure that no personal injury or death is suffered in connection with that part of the Pond that is on the Corporation Property.

#### 7.0 Statutory Covenant Regarding Corporation Property

7.1 In accordance with section 215 of the *Land Title Act* (British Columbia), the Corporation agrees with the Board that

- (a) the part of the Corporation Property that is covered by the Pond may be used and occupied only in accordance with the terms of this Agreement, and
- (b) the Corporation must indemnify the Board, its employees and agents against any liability, loss, expense or cause of action that may be suffered by or asserted against the Board or its employees or agents in connection with that part of the Pond that is located on the Corporation Property, but this indemnity does not apply to the extent that any liability, loss or expense is suffered as a result of the negligence of the Board or its employees or agents.

7.2 The Corporation agrees that the indemnity created by section 7.1 is both an indemnity granted in accordance with section 215 of the *Land Title Act* (British Columbia) as an integral part of the statutory

covenant created by section 7.1 and an indemnity granted under the common law.

#### 8.0 Effectiveness and Termination

8.1 This Agreement is effective after June 1, 1991.

8.2 Either party may terminate this Agreement by giving 90 days notice of termination to the other party and this Agreement terminates on expiry of the 90 days.

#### 9.0 General

9.1 Any notice or invoice which may be or is required to be given under this Agreement must be in writing and delivered addressed as follows:

(a) to the Board:

Board of Parks and Recreation  
2099 Beach Avenue  
Vancouver, British Columbia  
V6G 1Z4

Attention: Director of Environment and Operations

(b) to the Corporation:

The Owners, Strata Plan VR-368,  
4900 Cartier Street  
Vancouver, British Columbia  
V6M 4H2

Attention: Strata Council Chair,

or to such other address of which notice has been given as provided in this section. Any notice, direction or demand that is delivered is to be considered to have been given on the next business day after its dispatch for delivery. If a party changes its address it must promptly give notice of its new address to the other party as provided in this section.

9.2 The obligations created by sections 7.1 and 7.2 are not merely personal, but are covenants which burden the Corporation Property and run with it.

9.3 If any term of this Agreement is held by a court to be invalid, illegal or unenforceable, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

9.4 No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver.

No waiver by the Board or the Corporation of any breach of this Agreement operates as a waiver of any other breach of this Agreement.

9.5 The Corporation must promptly do everything necessary to ensure that this Agreement and the interests it creates are registered against title to the Corporation Property in the appropriate Land Title Office with priority over all other charges and encumbrances other than charges and encumbrances held by the Board.

9.6 This is the entire agreement between the Board and the Corporation concerning its subject and it may be changed only in a document executed by the Board and the Corporation.

8.7 This Agreement is both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties to this Agreement have executed and delivered this Agreement under seal on the dates set out below:

The Common Seal of the  
CITY OF VANCOUVER  
was affixed in the  
presence of:

C/S

\_\_\_\_\_  
Authorized Signatory

Date executed and delivered by City of Vancouver: \_\_\_\_\_, 1991.

The Common Seal of THE  
OWNERS, STRATA PLAN VR-368  
was affixed in the  
presence of:

C/S

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

Date executed and delivered by The Owners, Strata Plan VR-368:  
\_\_\_\_\_, 1991.

(VANDUSEN/DL8/HP)

SCHEDULE A

to the Pond Maintenance Agreement  
dated for reference June 1, 1991 with the Board of Parks and Recreation

Illustrative sketch of the Pond and its surroundings

See attached.

1888-1988 *Celebrating A Century of Service.*

ENVIRONMENT & OPERATIONS DIVISION

July 8, 1991

MEMO TO: Doug Holden  
FROM: Bert Breakwell  
RE: VanDusen Garden/Shaugnessy Place  
- Upper Pond Weed Removal

Attached are letters and a draft of an agreement concerning the weed removal from the upper pond.

The letter to s.22(1) of November 5, 1990, confirmed the cost of the project. This cost was based on the quotation from ARD Aquatic Systems Int. Ltd. as follows:

Removal of weeds (1/2 x \$5,800) =	\$2,900.00
Equipment mobilization/demobilization (1/4 x \$1,100) =	<u>\$ 275.00</u>
	\$3,175.00
	GST <u>222.25</u>
	\$3,397.25

The weed removal with the machine did not solve the problem and the Strata Council may not agree to pay their share. However, there was no guarantee given that it was going to be successful.

*BAS*



## BOARD OF PARKS AND RECREATION

## CONTRACT PROGRESS PAYMENT SUMMARY

PAYMENT TO: ARD AQUATIC SYSTEMS Ltd.DATE: May 13P.O. Box 1952 Vernon V1T 8Z7PROJECT NAME: PB41707

CLAIM #:

PERIOD FROM: April 1 to April 9 1991NET PAYMENT: \$ 11,128.00SUBSTANTIAL COMPLETION DATE: April 9 1991

\*\*\*\*\*

## CONTRACT DETAIL:

Original Contract Amount (Work Order # 11,128.00)Original Contingency Amount 0Change Orders Issued: # 0

Current Revised Contract

Remaining Project Contingency

\*\*\*\*\*

## PAYMENT DETAIL:

Amount of Work Invoiced

11,128.00

(i) Amount of Work Complete/Approved

(ii) Less: 10% Holdback N/A(iii) : Deficiency Holdback (Factor: N/A)

Subtotal (Paid To Date c/f to Next Progress)

(iv) Less: Previous Payment To Date

(v) Equals: Current Net Payment

11,128.0011,128.00PHVSS160-750-60-60-161

## ACCOUNT CODING:

Vendor Code:

P0PB 1 ( ) \$P0PB 1 ( )P0PB 1 ( )60/5492 H/B60/5492 Deficiency

(Proof=Curr. Net Payment)\$

(CURRENT PAYMENT)

(CONTRACT TO DATE)

DATE:

May 13 1991Project  
Manager:R. Roy FosterDirector of  
Planning &  
Development:Checked and Approved for  
Manager of Planning





# ARD AQUATIC SYSTEMS INTERNATIONAL LTD.

P.O. Box 1952,  
Vernon, British Columbia, Canada V1T 8Z7

Phone: (604) 549 - 3522

Fax: (604) 549 - 3511

## I N V O I C E

TO: BOARD OF PARKS AND RECREATION  
CITY OF VANCOUVER  
2099 BEACH AVE.,  
VANCOUVER, B.C. V6G 1Z4

April 9, 1991  
INVOICE NO. AQ2031

PURCHASE ORDER NO.: PB41707  
VAN DUSEN GARDENS

DATE	DESCRIPTION	AMOUNT
April/91	removal of weeds upper lake	5800.00
	removal of weeds lower lake	3500.00
	equipment	1100.00
	G.S.T.	728.00
TOTAL		11,128.00

g.s.t. # 100241090

Work Complete  
R. R. Foster

PHV 55160

M E M O

TO: Bert Breakwell

FROM: Roy Forster

DATE: July 2, 1991

SUBJECT: COST OF WEED REMOVAL FROM SHAUGHNESSY POND

COPIES: ✓ Doug Holden

In answer to your memo of June 26, I now consider that the most effective method of weed removal is to drain the lake, restrict water inflo, and treat the area with a dry-land herbicide.

Most of the make-up water flows in from the SHG waterfall and we bear all the cost. Only occasionally will the north make-up water pipe be turned on. We will provide meter readings.

Regarding billing the strata-council for one-half the cost of weed removal to date: They are likely to refuse payment, since they see no apparent improvement.

If accounting can provide me with an invoice (50% of \$5,800.00), I will present it.

*R. Forster*

*Bert*  
*I agree with that give me a reading for the invoice if I bill. We should be sure that we don't have to take this to the Board for write-off approval if we set up*



BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

813-R-07 1179-1  
**FILE**

2099 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1141

July 15, 1991

B.C. Department of Environment  
Water Quality Branch  
765 Broughton Street  
Victoria, B.C.  
V8V 1X5

**Attention: Mr. Bob Truelson**

Dear Mr. Truelson:

**Re: VanDusen Gardens/Shaghnessy Place Upper Pond**

As discussed with you on Thursday, July 11, 1991, this pond in VanDusen Gardens has had a weed growth problem for the past few years. Several unsuccessful attempts have been made to remove the weeds including the mechanical removal by Aqua Research and Developments Inc. earlier this year.

The Vancouver Park Board is currently undertaking an analysis and review of the options remaining for dealing with this weed removal process.

It would be appreciated if you could be available for consultation and advise during this process so that your knowledge and experience could be taken into consideration during the duration of the project.

Yours very truly,

A.W. Breakwell  
Director of Environment & Operations

:tet:4awbl742

c.c: Roy Forster



November 5, 1990

COPY

s.22(1)

Re: VanDusen Gardens/Shaugnessy Place - Upper Pond

Dear s.22(1)

As discussed at our meeting on October 18, 1990 at VanDusen Gardens, a quotation has recently been received for the mechanical removal of the weeds from the pond adjacent to Shaughnessy Place.

The quotation for the work is \$6350 including equipment mobilization/demobilization and could tentatively be scheduled for January 1991.

This mechanical weed removal process is not a permanent solution to the weed growth but, along with other programs, it could delay the need to repeat the removal program for up to about five years.

Based on the discussed 50-50 cost sharing arrangement, your share of this work would be \$3175. Your agreement with the arrangement would permit confirmation with the contractor for early next year. As well, a cheque would be required from you prior to commencement of the project.

I trust this arrangement meets with your approval.

Yours truly,

- original signed -

A.W. Breakwell  
Director of Operations & Maintenance

AWB:tet:1063

c.c: Vancouver Condominium Services Ltd.  
Commissioner Art Cowie, Chairman  
B. Forster, Vice Chairman

FILE

BOARD of PARKS and RECREATION  
CITY OF VANCOUVER

✓ 1179-1  
INTER OFFICE  
CORRESPONDENCE

M E M O R A N D U M

ENVIRONMENT & OPERATIONS DIVISION

November 22, 1994

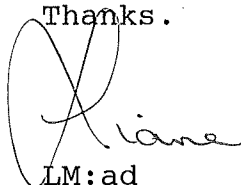
TO: Roy Forster & Ken Spain  
FROM: Liane McKenna  
RE: VanDusen Gardens - Shaughnessy Place  
Pool Maintenance Agreement

Please review the attached 1991 draft Pool Maintenance Agreement and identify:

- areas where you feel revision is required,
- areas not covered by the agreement,
- comments on the cost sharing arrangement and notification process that is suggested,
- any other comments you feel are appropriate.

I would appreciate your response by  
November 30, 1994.

Thanks.



LM:ad

lm\004-4270.cov

Attachment

City of Vancouver



Inter-Office Correspondence

BOARD OF PARKS  
& RECREATION

REG. NO. 199

REFER TO

JUN 29 1994

RELEASED FOR

FILING BY

DATE

LAW DEPARTMENT

MEMO TO: Ken Spain, Building Service and  
Maintenance Manager, Board of Parks and Recreation

FROM: Dean Readman

DATE: June 28, 1994

SUBJECT: VanDusen Gardens - Shaughnessy Place  
Pool Maintenance Agreement

As I advised you on June 28, 1994, nothing has been done on the pond maintenance agreement since June of 1991. I understand at that time, an experiment with a mechanical pond-cleaning machine failed. Since the failure, I understand that Shaughnessy Place and the City were to work out alternative means to clean the pond.

I enclose a copy of the June 19, 1991 pool maintenance agreement for your files. The lawyer for Shaughnessy Place, s.22(1) has a copy of the enclosed agreement. Please feel free to forward this to the Strata Corporation for Shaughnessy Place. Once you have had an opportunity to speak with the Strata Corporation, please give me a call so we can modify the agreement to reflect your discussions.

  
Dean Readman

SCHEDULE A

to the Pond Maintenance Agreement  
dated for reference June 1, 1991 with the Board of Parks and Recreation

Illustrative sketch of the Pond and its surroundings

See attached.

POND MAINTENANCE AGREEMENT

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AND

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- (a) the part of the Corporation Property that is covered by the Pond may be used and occupied only in accordance with the terms of this Agreement, and
- (b) the Corporation must indemnify the Board, its employees and agents against any liability, loss, expense or cause of action that may be suffered by or asserted against the Board or its employees or agents in connection with that part of the Pond that is located on the Corporation Property, but this indemnity does not apply to the extent that any liability, loss or expense is suffered as a result of the negligence of the Board or its employees or agents.

7.2 The Corporation agrees that the indemnity created by section 7.1 is both an indemnity granted in accordance with section 215 of the *Land Title Act* (British Columbia) as an integral part of the statutory

covenant created by section 7.1 and an indemnity granted under the common law.

## 8.0 Effectiveness and Termination

8.1 This Agreement is effective after June 1, 1991.

8.2 Either party may terminate this Agreement by giving 90 days notice of termination to the other party and this Agreement terminates on expiry of the 90 days.

## 9.0 General

9.1 Any notice or invoice which may be or is required to be given under this Agreement must be in writing and delivered addressed as follows:

(a) to the Board:

Board of Parks and Recreation  
2099 Beach Avenue  
Vancouver, British Columbia  
V6G 1Z4

Attention: Director of Environment and Operations



(b) to the Corporation:

The Owners, Strata Plan VR-368,  
4900 Cartier Street  
Vancouver, British Columbia  
V6M 4H2

Attention: Strata Council Chair,

or to such other address of which notice has been given as provided in this section. Any notice, direction or demand that is delivered is to be considered to have been given on the next business day after its dispatch for delivery. If a party changes its address it must promptly give notice of its new address to the other party as provided in this section.

9.2 The obligations created by sections 7.1 and 7.2 are not merely personal, but are covenants which burden the Corporation Property and run with it.

9.3 If any term of this Agreement is held by a court to be invalid, illegal or unenforceable, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

9.4 No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver.

No waiver by the Board or the Corporation of any breach of this Agreement operates as a waiver of any other breach of this Agreement.

9.5 The Corporation must promptly do everything necessary to ensure that this Agreement and the interests it creates are registered against title to the Corporation Property in the appropriate Land Title Office with priority over all other charges and encumbrances other than charges and encumbrances held by the Board.

9.6 This is the entire agreement between the Board and the Corporation concerning its subject and it may be changed only in a document executed by the Board and the Corporation.

As evidence of their agreement to be bound by the above terms, the parties to this Agreement have executed and delivered this Agreement under seal on the dates set out below:

C/S

Date executed and delivered by City of Vancouver: \_\_\_\_\_, 1991.

C/S

Authorized Signatory

Date executed and delivered by The Owners, Strata Plan VR-368:  
\_\_\_\_\_, 1991.

(VANDUSEN/DL8/HP)

File #2  
Correspondence 1995 -

Pond Maintenance Agr (VanDusen Gardens)  
The Owners, Strata Plan VR 368  
1995: PARK BOARD

NOTE: There was a file opened in 1991  
and given the number 3234C57  
on this matter. The file is  
missing and this is a new  
file opened with the same  
number.

File found

B/F Sept 29  
To learn  
from  
Bleay  
May 29  
To seek  
instructions  
from Pk Bd

~~Mar 14~~  
Mar 27  
For meeting  
with  
Leano

June 24  
for meeting  
June 25 -  
2:00 PM  
Small  
meeting  
room  
booked

July 18  
Prep for  
meeting

Sept 16

Nov 15

Jan 17

Aug 21

Feb 22/98

Feb 19/99

Feb 22/2001

1

8

6

Pond Maintenance Agr (VanDusen Gardens)  
The Owners, Strata Plan VR 368  
1995: PARK BOARD

57  
81



VANCOUVER, B.C.



LIANE McKENNA, B.L.A, C.S.L.A.  
DIRECTOR OF ENVIRONMENT  
& OPERATIONS



VANCOUVER, B.C.

R. ROY FORSTER  
CURATOR  
VANDUSEN BOTANICAL  
DISPLAY GARDEN

BOARD of PARKS and RECREATION

PHONE 257-8660 FAX 266-4236

5251 OAK STREET, VANCOUVER, B.C., CANADA V6M 4H1

POND MAINTENANCE AGREEMENT

This Agreement dated for reference June 1, 1991 is  
BETWEEN

CITY OF VANCOUVER, a  
municipality and a corporation  
continued under the *Vancouver Charter*  
(British Columbia) with offices at  
453 West 12th Avenue,  
Vancouver, British Columbia  
V5Y 1V4

AND

THE OWNERS, STRATA PLAN VR-368, a  
corporation created under the  
*Condominium Act* (British Columbia),  
4900 Cartier Street,  
Vancouver, British Columbia  
V6M 4H2

The City of Vancouver and The Owners, Strata Plan VR-368 agree with each  
other as follows:

1.0 Definitions and Interpretation

1.1 In this Agreement

- (a) "Board" means the City of Vancouver, a municipality and a corporation continued under the *Vancouver Charter* (British Columbia), acting through its Board of Parks and Recreation;
- (b) "Corporation" means the The Owners, Strata Plan VR-368, a corporation created under the *Condominium Act* (British

Columbia) on the deposit of strata plan VR-368 in the Vancouver Land Title Office;

- (c) "Corporation Property" means the land that is designated as common property in the Plan;
- (d) "Gardens" means the botanical gardens maintained by the Board that are called the VanDusen Botanical Display Gardens;
- (e) "Plan" means strata plan VR-368, deposited in the Vancouver Land Title Office; and
- (f) "Pond" means the ornamental pond that lies between and on part of the Corporation Property and part of the Gardens, as is illustrated on the sketch that forms schedule A.

1.2 Reference in this Agreement to

- (a) the singular includes a reference to the plural and a reference to the plural includes a reference to the singular,
- (b) a particular numbered "section" or to a particular lettered "schedule" is a reference to the corresponding numbered or lettered section or schedule of this Agreement,

- (c) any law, statute, by-law or regulation is to be considered also to be a reference to any amendment or re-enactment of, or replacement for, that law, statute, by-law or regulation, and
- (d) a "party" or "parties" is a reference to a party or the parties to this Agreement.

1.3 The division of this Agreement into articles and sections is for convenience of reference only and does not affect its interpretation. The section headings used in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

## 2.0 Cleaning of Pond

2.1 The Board agrees to remove weeds from the Pond as provided in this Agreement and the Corporation agrees to pay half of the cost of weed removal as provided in section 5.0 of this Agreement.

2.2 Whenever the Corporation or the Board considers that the Pond is in an aesthetically displeasing state or constitutes a health hazard because of weed growth in it, it may give notice to the other party stating that in its opinion removal of the weeds is necessary. Within five business days after that notice is given representatives of the Corporation and the Board must meet and agree on the dates on which the weeds are to be removed as is convenient to the Corporation and to the



Board. The Corporation and the Board must use reasonable efforts and negotiate in good faith in attempting to agree on the dates for removal of the weeds from the Pond.

2.3 The Board must remove the weeds from the Pond on the dates agreed upon under section 2.2. If the Board is prevented from removing the weeds from the Pond on the agreed dates by circumstances beyond its reasonable control, it must remove the weeds from the Pond as soon as is reasonably practicable after the agreed dates. The Corporation grants the Board the contractual licence to be on the Corporation Property to the extent reasonably necessary to remove weeds from the Pond.

2.4 If the party to which notice is given under section 2.2 does not agree that removal of weeds from the Pond is necessary for the reasons given in section 2.2, at the meeting required by section 2.2 the Corporation and the Board must attempt to agree on the need for removal of the weeds from the Pond. The Corporation and the Board must use reasonable efforts and negotiate in good faith in attempting to agree on the need for removal of the weeds from the Pond.

2.5 If the Corporation and the Board cannot agree on the need for removal of the weeds from the Pond within 10 days after notice is given under section 2.2, the party which gave that notice may have the weeds removed from the Pond at its own risk and expense. If the Board removes the weeds under this section, sections 2.1 and 5.2 do not apply. The Corporation and the Board grant each other the contractual licence to be

on the Corporation Property or the Gardens, as the case may be, to the extent reasonably necessary to remove the weeds from the Pond under this section.

### 3.0 Maintenance of Water Levels in the Pond

3.1 Subject to section 3.2, during the months of May to September of each year, inclusive, the Board must maintain a supply of fresh water to the Pond that is adequate to maintain the water level of the Pond so that it just overflows the water outlet for the Pond during the months of May and June. The Board must supply that fresh water at the end of the Pond that is opposite to the water outflow for the Pond. The Corporation agrees to pay half of the cost of water supply as provided in section 5.0 of this Agreement.

3.2 The obligation of the Board under section 3.1 is suspended during any period during which the Greater Vancouver Water District, the Greater Vancouver Regional District or any other public authority with the jurisdiction to do so requests or requires the Board specifically, or Greater Vancouver Regional District water users generally, to reduce or eliminate unnecessary water uses or to ration the use of water.

### 4.0 Changes in the Gardens

4.1 The Board agrees to use reasonable efforts to give notice to the Corporation of any proposed changes in the design, layout or

planting of any part of the Gardens, including the Pond, that is within a radius of 100 feet from any point on the eastern boundary of the Corporation Property. The Board agrees to use reasonable efforts to consult with the Corporation on any of those proposed changes and to consider any suggestions or requests made by the Corporation. The Board is not obliged to implement any suggestions or requests made by the Corporation. The Board may carry out any proposed changes despite failure by it to give notice to or consult with the Corporation.

5.0 Payment for Weed Removal and Water Supply

5.1 The Board from time to time may deliver an invoice to the Corporation setting out:

(a) the one half share of the cost of:

(i) weed removal under section 2.0, or

(ii) the supply of water to the Pond under section 3.0,

or both, that must be paid by the Corporation, and

(b) any social services, goods and services or other consumption or added value taxes that are payable by the Corporation in respect of removal of the weeds from the Pond or the supply of water to the Pond invoiced under section 5.1(a).

5.2 Within 30 days after the date of each invoice delivered under section 5.1, the Corporation must pay the amount of that invoice to the Board. Any amount that remains unpaid more than 30 days after the date of the invoice bears interest payable to the Board starting 31 days after the date of the invoice at the annual rate of interest, compounded annually not in advance, that is 3% greater than the annual rate of interest charged from time to time by the Bank of Montreal, Main Branch, 595 Burrard Street, Vancouver, on demand Canadian dollar commercial loans made in Canada to its most creditworthy commercial customers and designated by that bank as its prime rate.

#### 6.0 Allocation of Risk

6.1 The Board is not liable for

- (a) damage caused to the Corporation Property or any other property of any kind during removal of weeds from the Pond,
- (b) damage caused to the Corporation Property or any other property of any kind by water in the Pond, or
- (c) personal injury or death suffered by anyone in that part of the Pond that is on the Corporation Property.

6.2 The Corporation agrees that for the purposes of the *Occupiers' Liability Act* (British Columbia) the Board is not an occupier of that

part of the Pond that is on the Corporation Property. The Corporation agrees that it must take reasonable care to ensure that no personal injury or death is suffered in connection with that part of the Pond that is on the Corporation Property.

7.0 Statutory Covenant Regarding Corporation Property

7.1 In accordance with section 215 of the *Land Title Act* (British Columbia), the Corporation agrees with the Board that

- (a) the part of the Corporation Property that is covered by the Pond may be used and occupied only in accordance with the terms of this Agreement, and
- (b) the Corporation must indemnify the Board, its employees and agents against any liability, loss, expense or cause of action that may be suffered by or asserted against the Board or its employees or agents in connection with that part of the Pond that is located on the Corporation Property, but this indemnity does not apply to the extent that any liability, loss or expense is suffered as a result of the negligence of the Board or its employees or agents.

7.2 The Corporation agrees that the indemnity created by section 7.1 is both an indemnity granted in accordance with section 215 of the *Land Title Act* (British Columbia) as an integral part of the statutory

covenant created by section 7.1 and an indemnity granted under the common law.

#### 8.0 Effectiveness and Termination

8.1 This Agreement is effective after June 1, 1991.

8.2 Either party may terminate this Agreement by giving 90 days notice of termination to the other party and this Agreement terminates on expiry of the 90 days.

#### 9.0 General

9.1 Any notice or invoice which may be or is required to be given under this Agreement must be in writing and delivered addressed as follows:

(a) to the Board:

Board of Parks and Recreation  
2099 Beach Avenue  
Vancouver, British Columbia  
V6G 1Z4

Attention: Director of Environment and Operations



(b) to the Corporation:

The Owners, Strata Plan VR-368,  
4900 Cartier Street  
Vancouver, British Columbia  
V6M 4H2

Attention: Strata Council Chair,

or to such other address of which notice has been given as provided in this section. Any notice, direction or demand that is delivered is to be considered to have been given on the next business day after its dispatch for delivery. If a party changes its address it must promptly give notice of its new address to the other party as provided in this section.

9.2 The obligations created by sections 7.1 and 7.2 are not merely personal, but are covenants which burden the Corporation Property and run with it.

9.3 If any term of this Agreement is held by a court to be invalid, illegal or unenforceable, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

9.4 No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver.

No waiver by the Board or the Corporation of any breach of this Agreement operates as a waiver of any other breach of this Agreement.

9.5        The Corporation must promptly do everything necessary to ensure that this Agreement and the interests it creates are registered against title to the Corporation Property in the appropriate Land Title Office with priority over all other charges and encumbrances other than charges and encumbrances held by the Board.

9.6        This is the entire agreement between the Board and the Corporation concerning its subject and it may be changed only in a document executed by the Board and the Corporation.



8.7 This Agreement is both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties to this Agreement have executed and delivered this Agreement under seal on the dates set out below:

The Common Seal of the )  
CITY OF VANCOUVER )  
was affixed in the )  
presence of: )  
\_\_\_\_\_)  
Authorized Signatory )

C/S

Date executed and delivered by City of Vancouver: \_\_\_\_\_, 1991.

The Common Seal of THE )  
OWNERS, STRATA PLAN VR-368 )  
was affixed in the )  
presence of: )  
\_\_\_\_\_)  
Authorized Signatory )  
\_\_\_\_\_)  
Authorized Signatory )

C/S

Date executed and delivered by The Owners, Strata Plan VR-368:  
\_\_\_\_\_, 1991.

(VANDUSEN/DL8/HP)

SCHEDULE A

to the Pond Maintenance Agreement  
dated for reference June 1, 1991 with the Board of Parks and Recreation

Illustrative sketch of the Pond and its surroundings

See attached.

\*\*\*\*\* -COMM. JOURNAL- \*\*\*\*\* DATE JUN-24-1991 \*\*\*\*\* TIME 09:24 \*\*\*\*\* P.1

MODE=TRANSMISSION

START=JUN-24 09:18

END=JUN-24 09:24

FILE NO.= 293

NO.	COM	ABBR.NO.	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
01	OK	[15]	LAWSON LUNDELL	15/15		

-CITY VANCOUVER LAW DEPT. -

\*\*\*\*\* -

604 8737445- \*\*\*\*\*



FAX COVER SHEET

LAW DEPARTMENT  
CITY OF VANCOUVER  
453 WEST 12TH AVENUE  
VANCOUVER, BRITISH COLUMBIA  
V5Y 1V4  
FAX (604) 873-7445

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TO: s.22(1)

OF: Lawson Lundell Lawson & McIntosh

FAX NO.: 669-1620 DATE: June 24, 1991

FROM: David Loukidelis

NUMBER OF PAGES BEING SENT, INCLUDING COVER PAGE: 15

IF TRANSMISSION FAULTY, CONTACT Kim AT (604) 873-7512

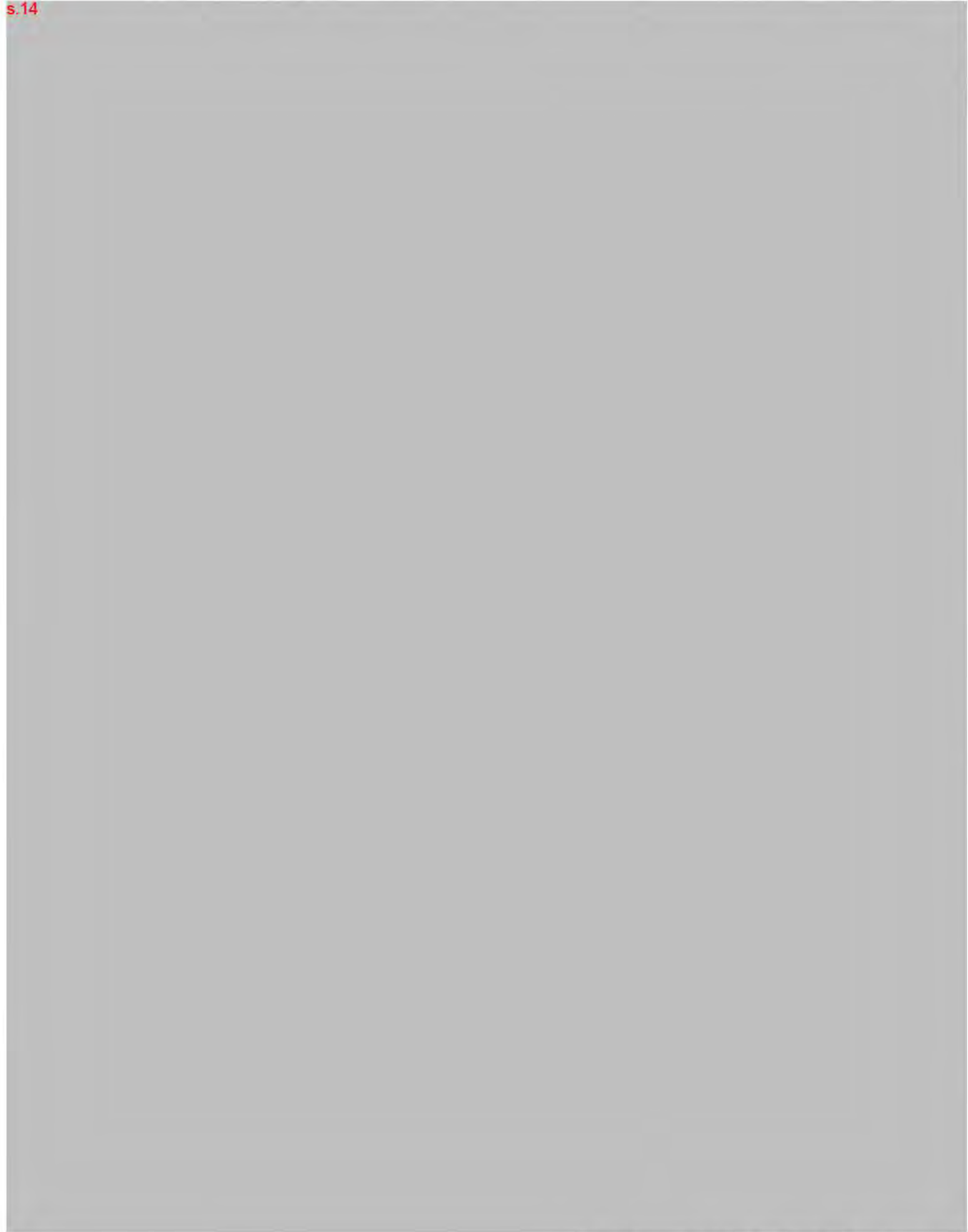
THE ORIGINAL: WILL BE SENT TO YOU      WILL NOT BE SENT TO YOU XX

MESSAGE:



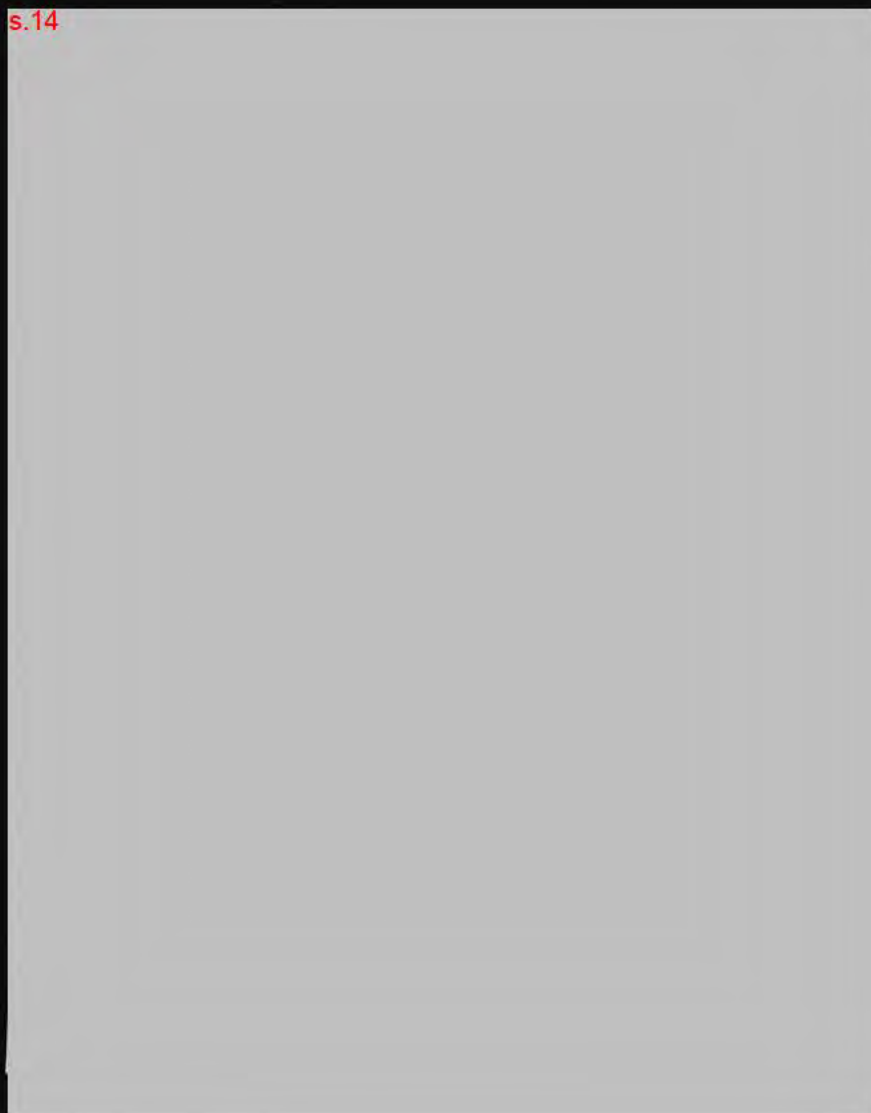
















**HOBBS & LEIGH**  
**Barristers & Solicitors**

P.O. Box 49270  
Suite 3404, Four Bentall Centre  
1055 Dunsmuir Street  
Vancouver, British Columbia  
V7X 1L3

Telephone: (604) 669-6609  
Fax: (604) 669-6612

File No. 1241.038

May 16, 1996

BY FAX

City Hall  
Legal Department  
453 West 12th Avenue  
Vancouver, British Columbia  
V5Y 1V4



**FAXED**

Attention: Mr. Jeremy Shotton

Dear Sirs:

**Re: The Owners, Strata Plan VR 368 (the "Owners")**  
**- Shaughnessy Place and VanDusen Gardens**  
**Pond Maintenance Agreement Negotiations**

Further to our last letter to you, when can we anticipate reviewing your comments, if any, to the Pond Maintenance Agreement. On behalf of our client, we ask that you give this matter your immediate attention as it has been outstanding since February of this year.

We look forward to hearing from you.

Yours truly,

**HOBBS & LEIGH**

Per:

Jamie A. Bleay

/jar

cc. client

**HOBBS & LEIGH**  
*Barristers & Solicitors*

P.O. Box 49270  
Suite 3404, Four Bentall Centre  
1055 Dunsmuir Street  
Vancouver, British Columbia  
V7X 1L3



Telephone: (604) 669-6609

Fax: (604) 669-6612

**FACSIMILE  
TRANSMISSION SHEET**

Date: May 16, 1996

File No. 1241.038

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**TO:** Name: JEREMY F. SHOTTON  
Company: City of Vancouver  
City: Vancouver  
Fax No. 873-7445

**FROM:** Name: JAMIE A. BLEAY  
Operator: Judy Roberts

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**Message:**

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**Barristers & Solicitors**

P.O. Box 49270  
Suite 3404, Four Bentall Centre  
1055 Dunsmuir Street  
Vancouver, British Columbia  
V7X 1L3

Telephone: (604) 669-6609  
Fax: (604) 669-6612

File No. 1241.038

May 16, 1996

BY FAX

City Hall  
Legal Department  
453 West 12th Avenue  
Vancouver, British Columbia  
V5Y 1V4

Attention: Mr. Jeremy Shotton

Dear Sirs:

**Re: The Owners, Strata Plan VR 368 (the "Owners")**  
**- Shaughnessy Place and VanDusen Gardens**  
**Pond Maintenance Agreement Negotiations**

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We look forward to hearing from you.

Yours truly,

**HOBBS & LEIGH**

Per:

  
Jamie A. Bleay

/jar

cc. client









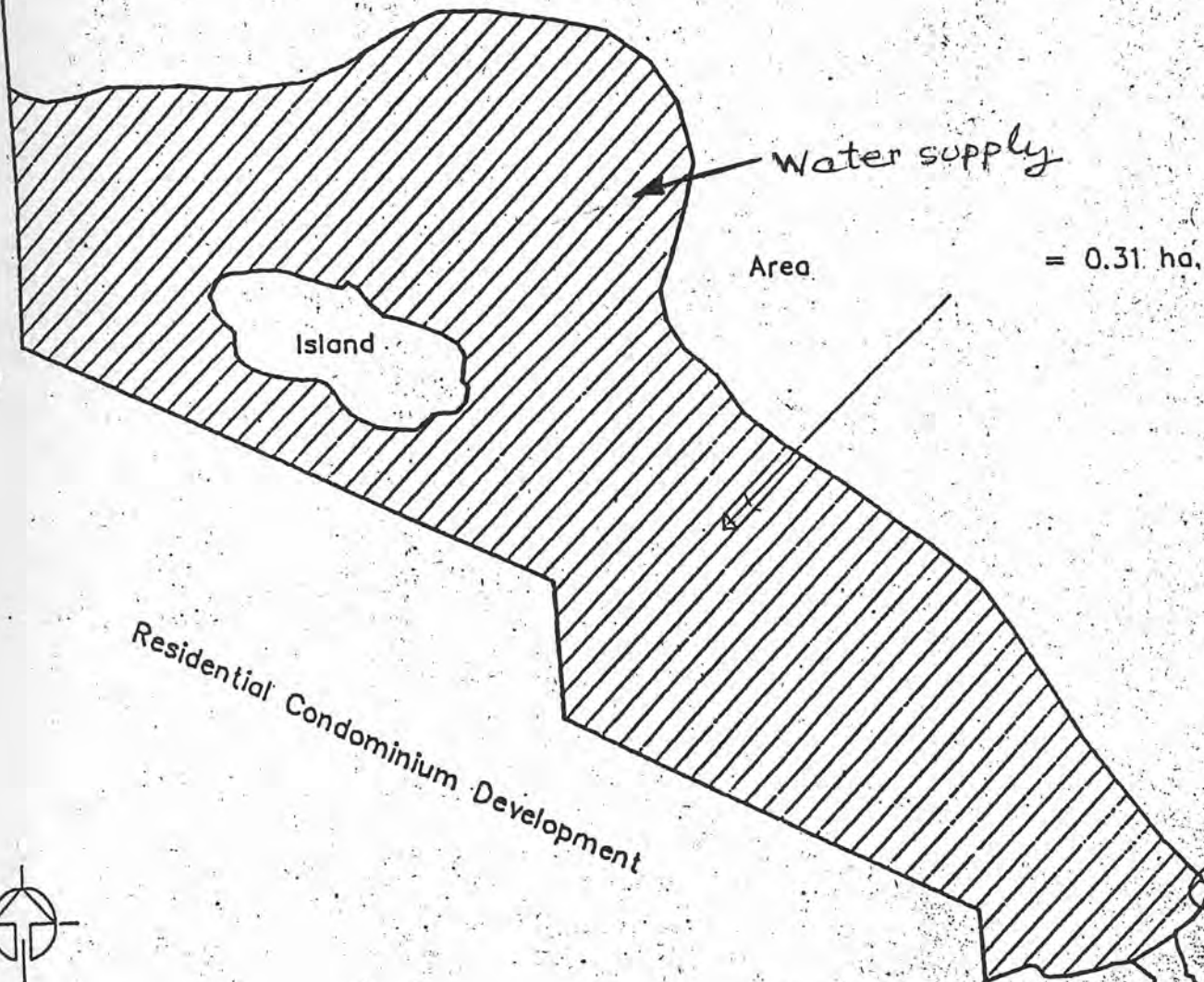


VanDusen Botanical Garden  
Lake, North-West Quadrant

Bed: LAKE07

Date: 09/15/88

Scale: 1:50



**HOBBS & LEIGH****Barristers & Solicitors**

P.O. Box 49270

Suite 3404, Four Bentall Centre

1055 Dunsmuir Street

Vancouver, British Columbia

V7X 1L3



Telephone: (604) 669-6609

Fax: (604) 669-6612

**FACSIMILE  
TRANSMISSION SHEET**

Date: March 19, 1996

File No. 1241.038

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**TO:** Name: JEREMY F. SHOTTON  
Company: City fo Vancouver  
City: Vancouver  
Fax No. 873-7445

**FROM:** Name: JAMIE A. BLEAY  
Operator: Judy Roberts

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**HOBBS & LEIGH**  
**Lawyers & Solicitors**

P.O. Box 49270  
Suite 3404, Four Bentall Centre  
1055 Dunsmuir Street  
Vancouver, British Columbia  
V7X 1L3

Telephone: (604) 669-6609  
Fax: (604) 669-6612

File No. 1241.038

March 19, 1996

BY FAX

City Hall  
Legal Department  
453 West 12th Avenue  
Vancouver, British Columbia  
V5Y 1V4

Attention: Mr. Jeremy Shotton

Dear Sirs:

**Re: The Owners, Strata Plan VR 368 (the "Owners")**  
**- Shaughnessy Place and VanDusen Gardens**  
**Pond Maintenance Agreement Negotiations**

Further to our letter of February 29, 1996, please provide us with your comments to the draft Pond Maintenance Agreement enclosed therein.

We look forward to hearing from you.

Yours truly,

**HOBBS & LEIGH**

Per:

Jamie A. Bleay  
/jar  
cc. client





**HOBBS & LEIGH**  
*Barristers & Solicitors*

P.O. Box 49270  
Suite 3404, Four Bentall Centre  
1055 Dunsmuir Street  
Vancouver, British Columbia  
V7X 1L3

Telephone: (604) 669-6609  
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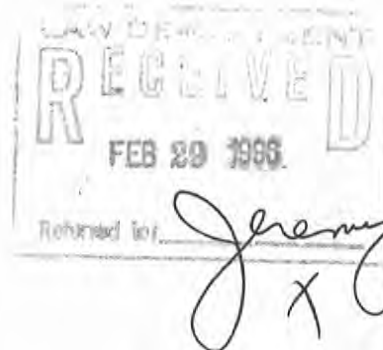
**FACSIMILE  
TRANSMISSION SHEET**

Date: February 29, 1996

File No. 1241.038

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**TO:** Name: JEREMY F. SHOTTON  
Company: City fo Vancouver  
City: Vancouver  
Fax No. 873-7445



**FROM:** Name: JAMIE A. BLEAY  
Operator: Judy Roberts

We are transmitting 12 pages (including this page.)  
If you do not receive all pages please telephone the operator at (604) 669-6609.

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**Message:**



**HOBBS & LEIGH**  
**Barristers & Solicitors**

P.O. Box 49270  
Suite 3404, Four Bentall Centre  
1055 Dunsmuir Street  
Vancouver, British Columbia  
V7X 1L3

Telephone: (604) 669-6609  
Fax: (604) 669-6612

File No. 1241.038

February 29, 1996

BY FAX

City Hall  
Legal Department  
453 West 12th Avenue  
Vancouver, British Columbia  
V5Y 1V4

Attention: Mr. Jeremy Shotton

Dear Sirs:

**Re: The Owners, Strata Plan VR 368 (the "Owners")**  
**- Shaughnessy Place and VanDusen Gardens**  
**Pond Maintenance Agreement Negotiations**

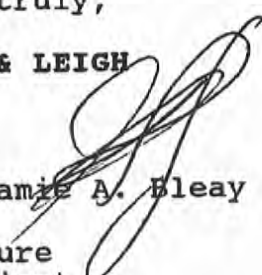
On the instructions of our client, The Owners, we enclose for your review the draft Pond Maintenance Agreement between the City of Vancouver and the Owners.

We look forward to receiving your comments to same.

Yours truly,

**HOBBS & LEIGH**

Per:

 Jamie A. Bleay

/jar

Enclosure

cc. client



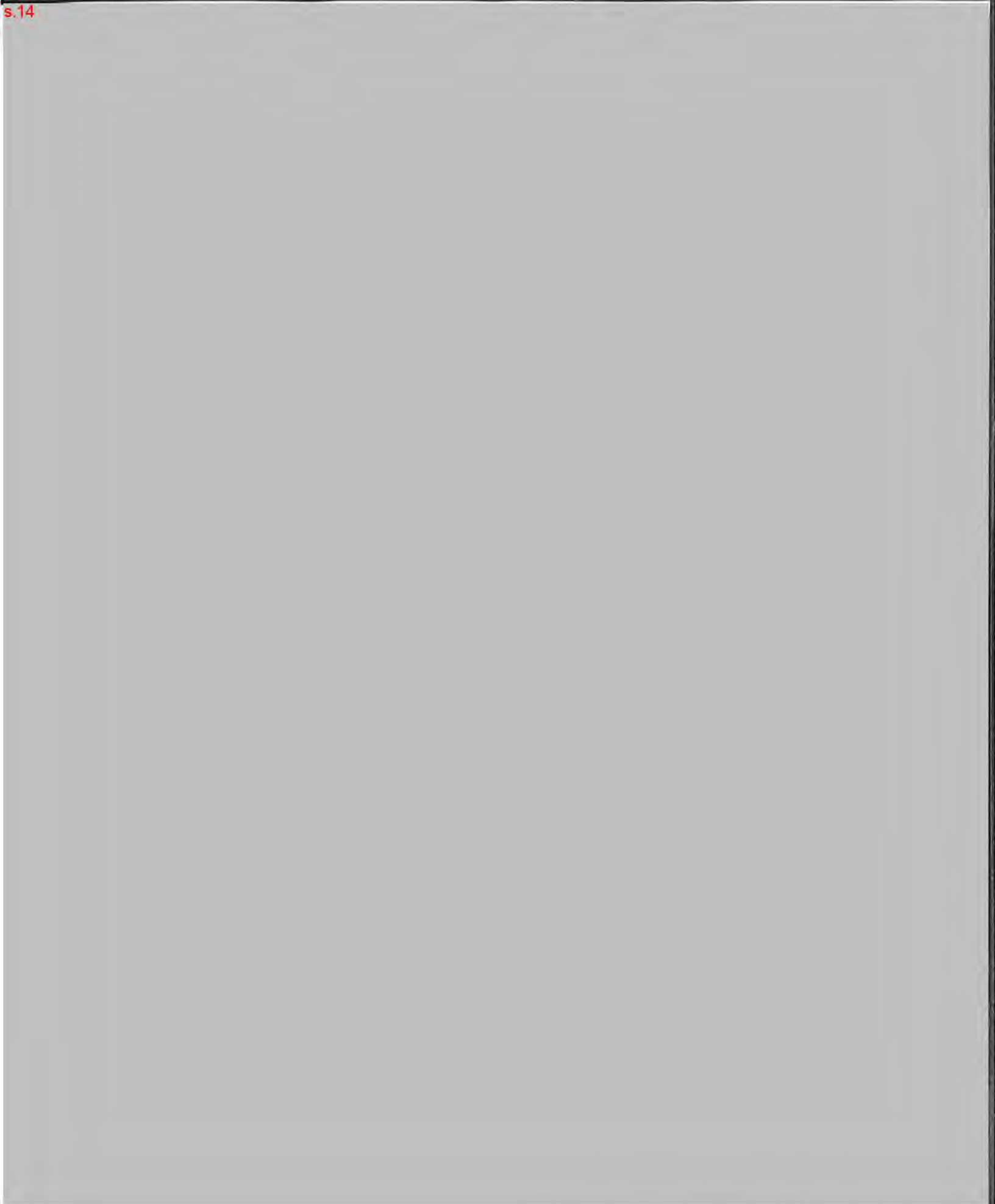




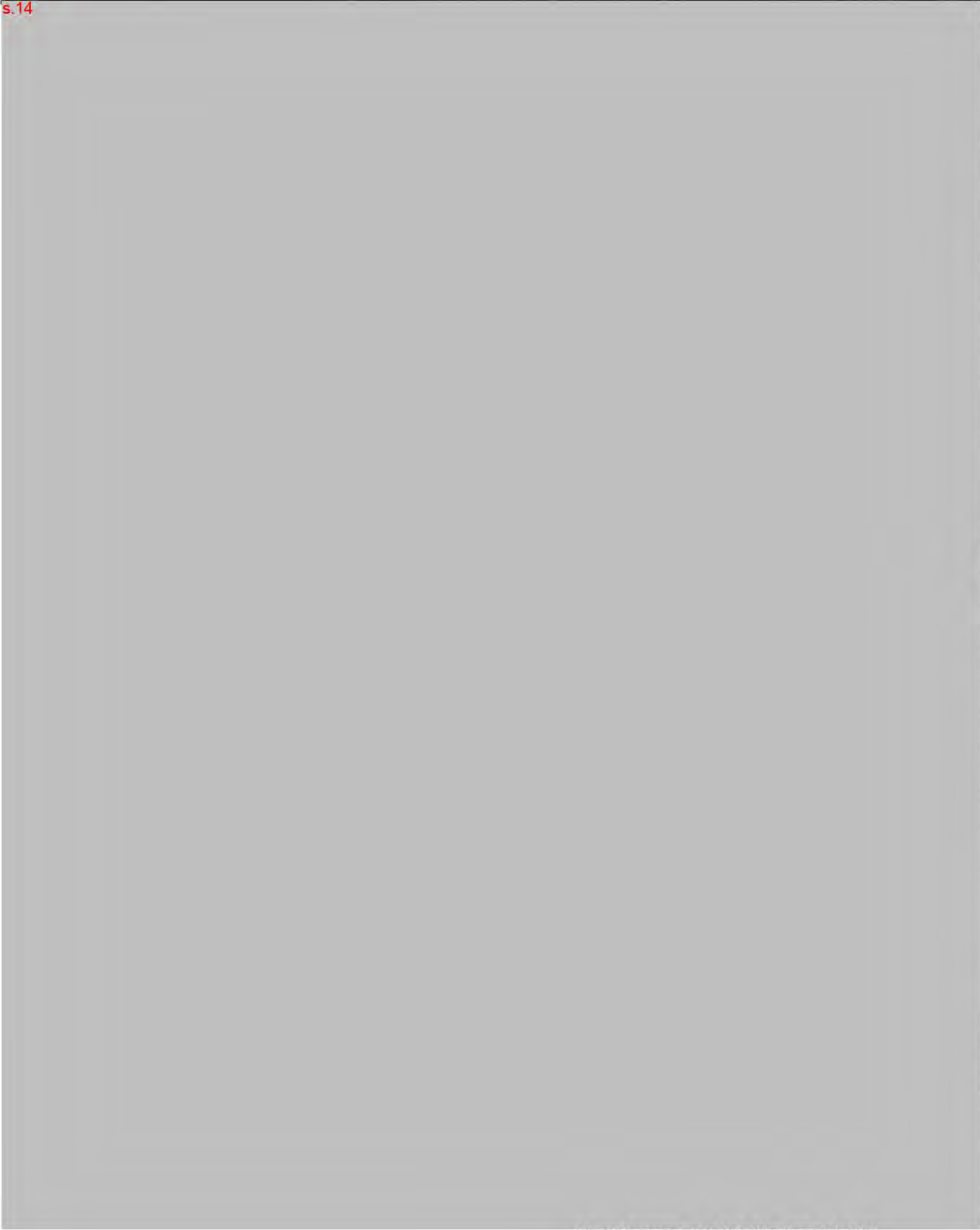




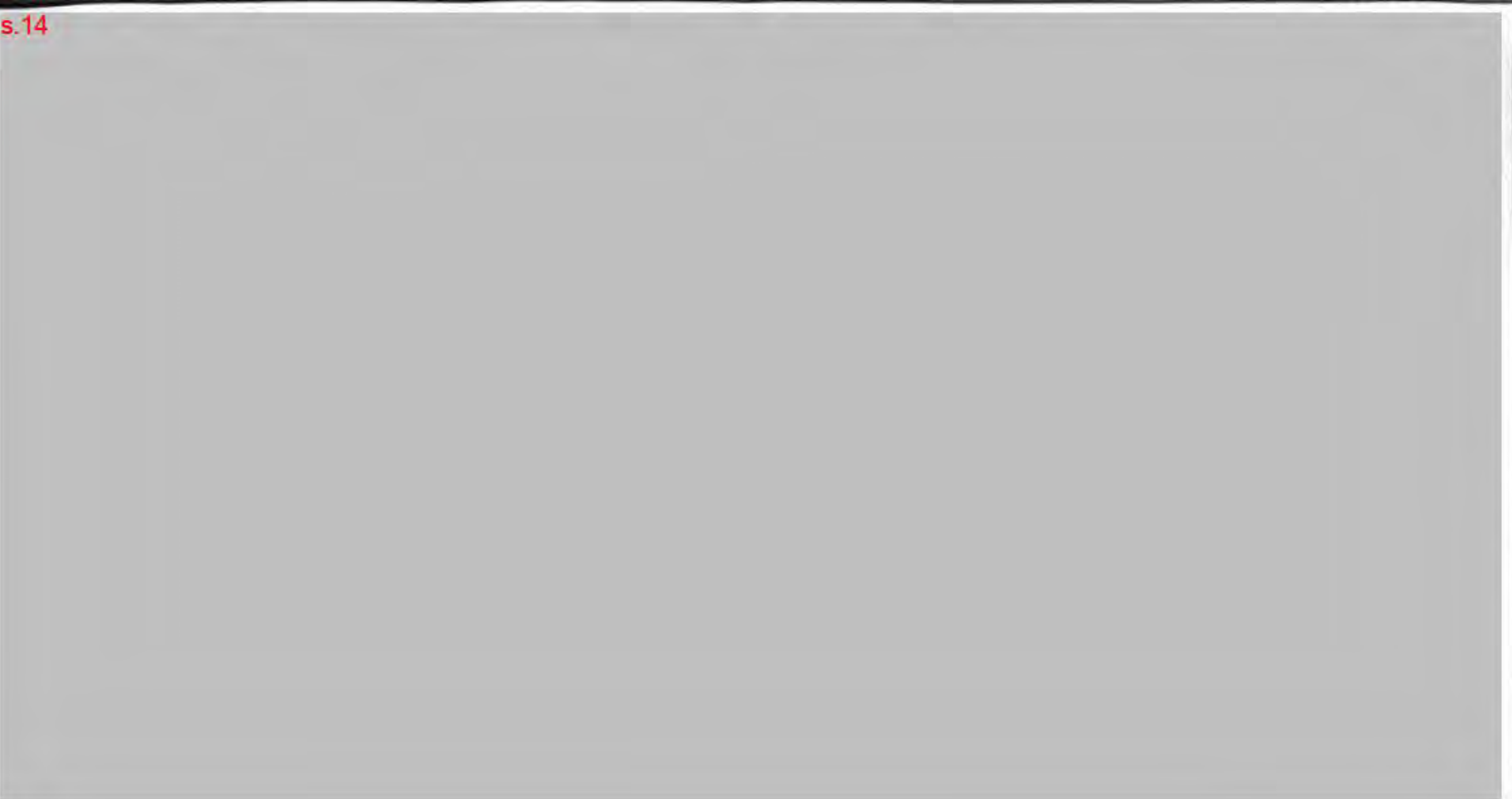












DIRECTOR OF LEGAL SERVICES

FRANCES J. CONNELL

CORPORATION COUNSEL

TERRANCE R. BLAND

BARRISTERS & SOLICITORS

JOE STUBBS

DEREK C. M. CREIGHTON

GRAHAM P. G. JOHNSON

LYNDA A. CAMLEY

JEREMY F. SHOTTON

D. GRAHAM McFIE

BRIAN J. PORTER

CATHERINE M. KINAHAN

PATSY J. SCHEER

CELESTE M. CURRAN

BARBARA D. SAGE

JOHN G. NELSON



CITY HALL

453 WEST 12TH AVENUE

VANCOUVER, B.C. V5Y 1V4

TELEPHONE (604) 873-7512

FAX NO. (604) 873-7445

DIRECT LINE: 873-7507

OUR FILE NO. \_\_\_\_\_

YOUR FILE NO. \_\_\_\_\_

August 22, 1995

Hobbs & Leigh  
Barristers & Solicitors  
P.O. Box 49270  
Suite 3404, Four Bentall Centre  
1055 Dunsmuir Street  
Vancouver, B.C.  
V7X 1L3

Attention: Jamie A. Bleay

Dear Sirs:

Re: The Owners, Strata Plan VR 368 (the "Owners")  
- Shaughnessy Place and VanDusen Gardens  
Pond Maintenance Agreement Negotiations

Thank you for your letter of July 18, 1995. The writer has conduct of this file and I await your revised draft agreement for consideration.

Yours truly,

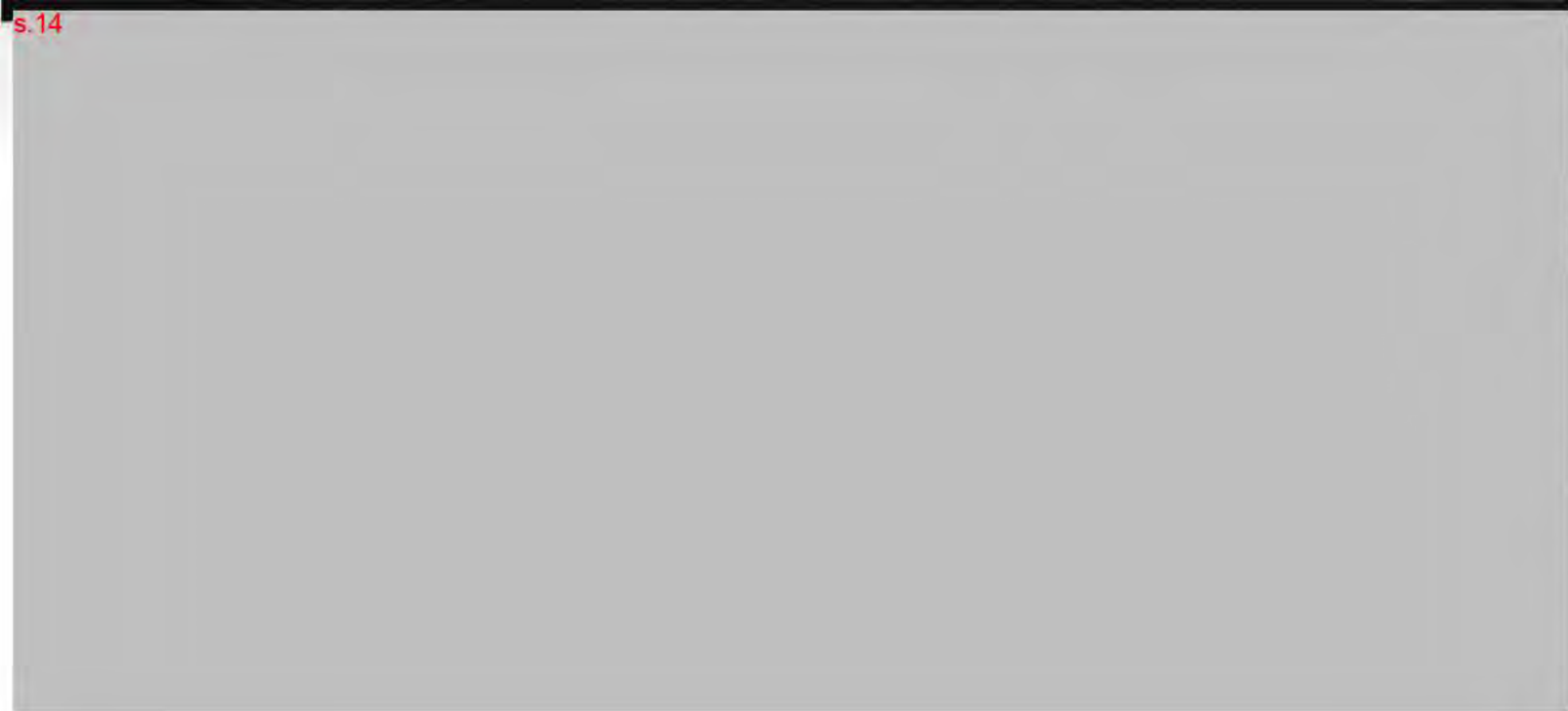
CITY OF VANCOUVER

Per:

Jeremy F. Shotton  
JFS:ay







POND MAINTENANCE AGREEMENT

This Agreement dated for reference June 1, 1991 is  
BETWEEN

CITY OF VANCOUVER, a  
municipality and a corporation  
continued under the *Vancouver Charter*  
(British Columbia) with offices at  
453 West 12th Avenue,  
Vancouver, British Columbia  
V5Y 1V4

AND

THE OWNERS, STRATA PLAN VR-368, a  
corporation created under the  
*Condominium Act* (British Columbia),  
4900 Cartier Street,  
Vancouver, British Columbia  
V6M 4H2

The City of Vancouver and The Owners, Strata Plan VR-368 agree with each  
other as follows:

1.0 Definitions and Interpretation

1.1 In this Agreement

- (a) "Board" means the City of Vancouver, a municipality and a corporation continued under the *Vancouver Charter* (British Columbia), acting through its Board of Parks and Recreation;
- (b) "Corporation" means the The Owners, Strata Plan VR-368, a corporation created under the *Condominium Act* (British



Columbia) on the deposit of strata plan VR-368 in the Vancouver Land Title Office;

- (c) "Corporation Property" means the land that is designated as common property in the Plan;
- (d) "Gardens" means the botanical gardens maintained by the Board that are called the VanDusen Botanical Display Gardens;
- (e) "Plan" means strata plan VR-368, deposited in the Vancouver Land Title Office; and
- (f) "Pond" means the ornamental pond that lies between and on part of the Corporation Property and part of the Gardens, as is illustrated on the sketch that forms schedule A.

1.2 Reference in this Agreement to

- (a) the singular includes a reference to the plural and a reference to the plural includes a reference to the singular,
- (b) a particular numbered "section" or to a particular lettered "schedule" is a reference to the corresponding numbered or lettered section or schedule of this Agreement,

- (c) any law, statute, by-law or regulation is to be considered also to be a reference to any amendment or re-enactment of, or replacement for, that law, statute, by-law or regulation, and
- (d) a "party" or "parties" is a reference to a party or the parties to this Agreement.

1.3 The division of this Agreement into articles and sections is for convenience of reference only and does not affect its interpretation. The section headings used in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

## 2.0 Cleaning of Pond

2.1 The Board agrees to remove weeds from the Pond as provided in this Agreement and the Corporation agrees to pay half of the cost of weed removal as provided in this Agreement.

2.2 Whenever the Corporation or the Board considers that the Pond is in an aesthetically displeasing state or constitutes a health hazard because of weed growth in it, it may give notice to the other party stating that in its opinion removal of the weeds is necessary. Within five business days after that notice is given representatives of the Corporation and the Board must meet and agree on the dates on which the weeds are to be removed as is convenient to the Corporation and to the

on the Corporation Property or the Gardens, as the case may be, to the extent reasonably necessary to remove the weeds from the Pond under this section.

2.6 The Board from time to time may deliver an invoice to the Corporation setting out the one half share of the cost that must be paid by the Corporation and any social services, goods and services or other consumption or added value taxes that are payable by the Corporation in respect of removal of the weeds from the Pond. Within 30 days after the date of each invoice the Corporation must pay the amount of that invoice to the Board. Any amount that remains unpaid more than 30 days after the date of the invoice bears interest payable to the Board starting 31 days after the date of the invoice at the annual rate of interest, compounded annually not in advance, that is 3% greater than the annual rate of interest charged from time to time by the Bank of Montreal, Main Branch, 595 Burrard Street, Vancouver, on demand Canadian dollar commercial loans made in Canada to its most creditworthy commercial customers and designated by that bank as its prime rate.

### 3.0 Maintenance of Water Levels in the Pond

3.1 Subject to availability of water at a cost no greater than its average cost to the Board during the months of November through March in the immediately preceding year, the Board must maintain a supply of fresh water to the Pond that is adequate to maintain the average water level of the Pond as measured at the water outflow for the Pond during

the months of May and June. The Board must supply fresh water to the Pond at the end of the Pond that is opposite to the water outflow for the Pond.

#### 4.0 Changes in the Gardens

4.1 The Board agrees to use reasonable efforts to give notice to the Corporation of any proposed changes in the design, layout or planting of ~~any part of~~ the Gardens, including the Pond, that is immediately adjacent to and visible from the Corporation Property. The Board agrees to use reasonable efforts to consult with the Corporation on any of those proposed changes and to consider any suggestions or requests made by the Corporation. The Board is not obliged to implement any suggestions or requests made by the Corporation. The Board may carry out any proposed changes despite failure by it to give notice to or consult with the Corporation.

#### 5.0 Allocation of Risk

5.1 The Board is not liable for

- (a) damage caused to the Corporation Property or any other property of any kind during removal of weeds from the Pond,
- (b) damage caused to the Corporation Property or any other property of any kind by water in the Pond, or

- (c) personal injury or death suffered by anyone in that part of the Pond that is on the Corporation Property.

5.2 The Corporation agrees that for the purposes of the *Occupiers' Liability Act* (British Columbia) the Board is not an occupier of that part of the Pond that is on the Corporation Property. The Corporation agrees that it must take reasonable care to ensure that no personal injury or death is suffered in connection with that part of the Pond that is on the Corporation Property.

#### 6.0 Statutory Covenant Regarding Corporation Property

6.1 In accordance with section 215 of the *Land Title Act* (British Columbia), the Corporation agrees with the Board that

- (a) the part of the Corporation Property that is covered by the Pond may be used and occupied only in accordance with the terms of this Agreement, and
- (b) the Corporation must indemnify the Board, its employees and agents against any liability, loss, expense or cause of action that may be suffered by or asserted against the Board or its employees or agents in connection with that part of the Pond that is located on the Corporation Property.



6.2 The Corporation agrees that the indemnity created by section 6.1 is both an indemnity granted in accordance with section 215 of the *Land Title Act* (British Columbia) as an integral part of the statutory covenant created by section 6.1 and an indemnity granted under the common law.

#### 7.0 Effectiveness and Termination

7.1 This Agreement is effective after June 1, 1991.

7.2 Either party may terminate this Agreement by giving 90 days notice of termination to the other party and this Agreement terminates on expiry of the 90 days.

#### 8.0 General

8.1 Any notice or invoice which may be or is required to be given under this Agreement must be in writing and delivered addressed as follows:

(a) to the Board:

Board of Parks and Recreation  
2099 Beach Avenue  
Vancouver, British Columbia  
V6G 1Z4

Attention: Director of Environment and Operations

(b) to the Corporation:

The Owners, Strata Plan VR-368,  
4900 Cartier Street  
Vancouver, British Columbia  
V6M 4H2

Attention: Strata Council Chair,

or to such other address of which notice has been given as provided in this section. Any notice, direction or demand that is delivered is to be considered to have been given on the next business day after its dispatch for delivery. If a party changes its address it must promptly give notice of its new address to the other party as provided in this section.

8.2 The obligations created by sections 6.1 and 6.2 are not merely personal, but are covenants which burden the Corporation Property and run with it.

8.3 If any term of this Agreement is held by a court to be invalid, illegal or unenforceable, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

8.4 No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver.

No waiver by the Board or the Corporation of any breach of this Agreement operates as a waiver of any other breach of this Agreement.

8.5 The Corporation must promptly do everything necessary to ensure that this Agreement and the interests it creates are registered against title to the Corporation Property in the appropriate Land Title Office with priority over all other charges and encumbrances other than charges and encumbrances held by the Board.

8.6 This is the entire agreement between the Board and the Corporation concerning its subject and it may be changed only in a document executed by the Board and the Corporation.



8.7 This Agreement is both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties to this Agreement have executed and delivered this Agreement under seal on the dates set out below:

The Common Seal of the  
CITY OF VANCOUVER  
was affixed in the  
presence of:

C/S

\_\_\_\_\_  
Authorized Signatory

Date executed and delivered by City of Vancouver: \_\_\_\_\_, 1991.

The Common Seal of THE  
OWNERS, STRATA PLAN VR-368  
was affixed in the  
presence of:

C/S

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

Date executed and delivered by The Owners, Strata Plan VR-368:  
\_\_\_\_\_, 1991.

(VANDUSEN/DL8/HP)

SCHEDULE A

to the Pond Maintenance Agreement  
dated for reference June 1, 1991 with the Board of Parks and Recreation

Illustrative sketch of the Pond and its surroundings

See attached.

June 29/91  
July 8/91  
Sept 30/91  
Aug 31

File #1

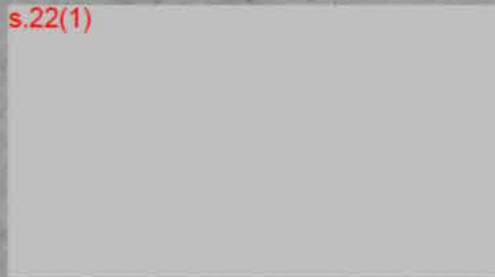
Correspondence 1991-1994

① BOAT BREAKWALL  
Pks. Bz.

687-1141

s.22(1)

②





Ken Spinn 257-84159

SHEET 10 OF 22 SHEETS

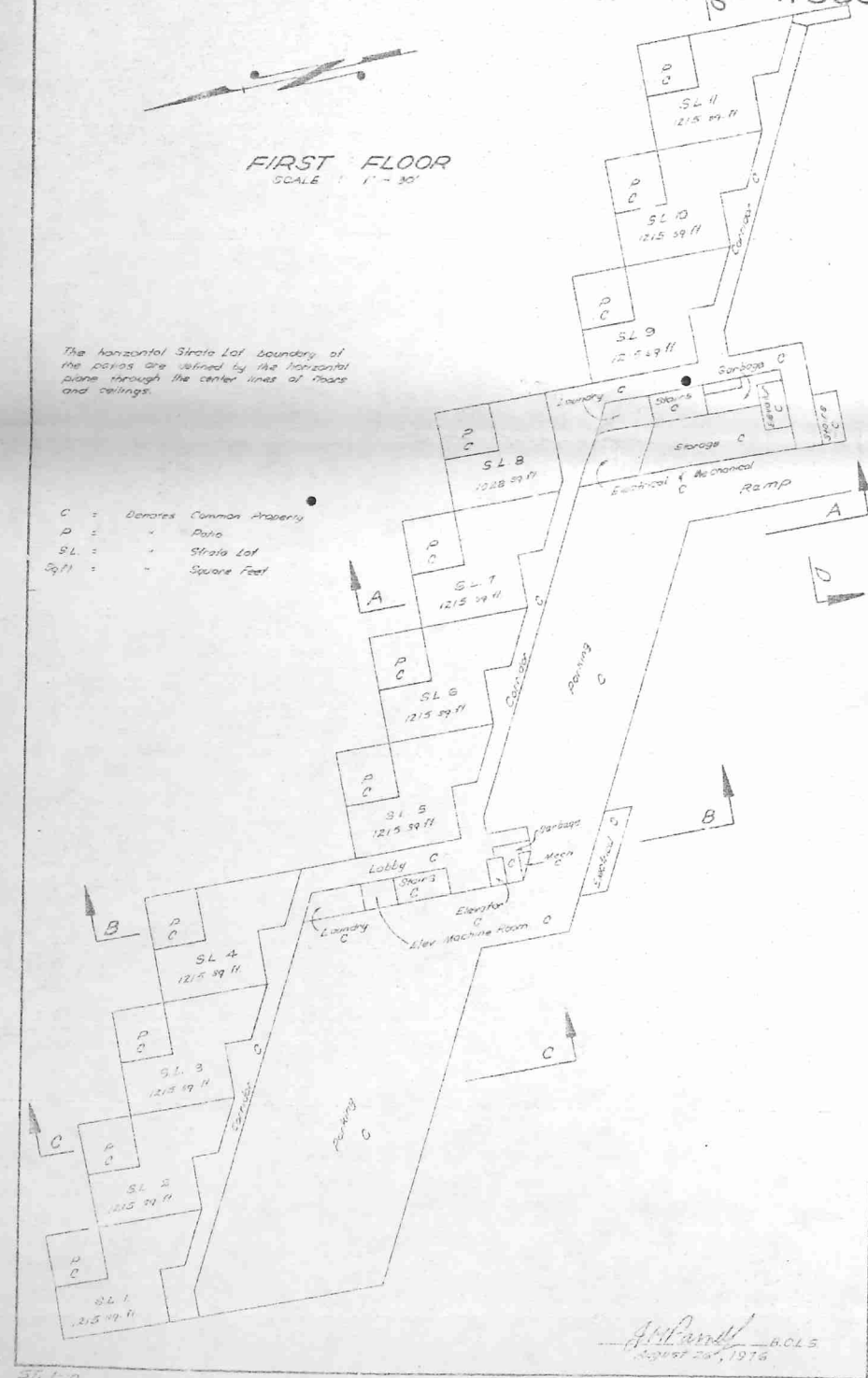
STRATA PLAN Vr368

FIRST FLOOR

SCALE 1" = 30'

The horizontal Strata Lot boundary of the units are defined by the horizontal plane through the center lines of floors and ceilings.

- C = Denotes Common Property
- P = Patio
- SL = Strata Lot
- Sq Ft = Square Feet



Approved B.C.L.S.  
August 26, 1976

SHEET 11 OF 22 SHEETS

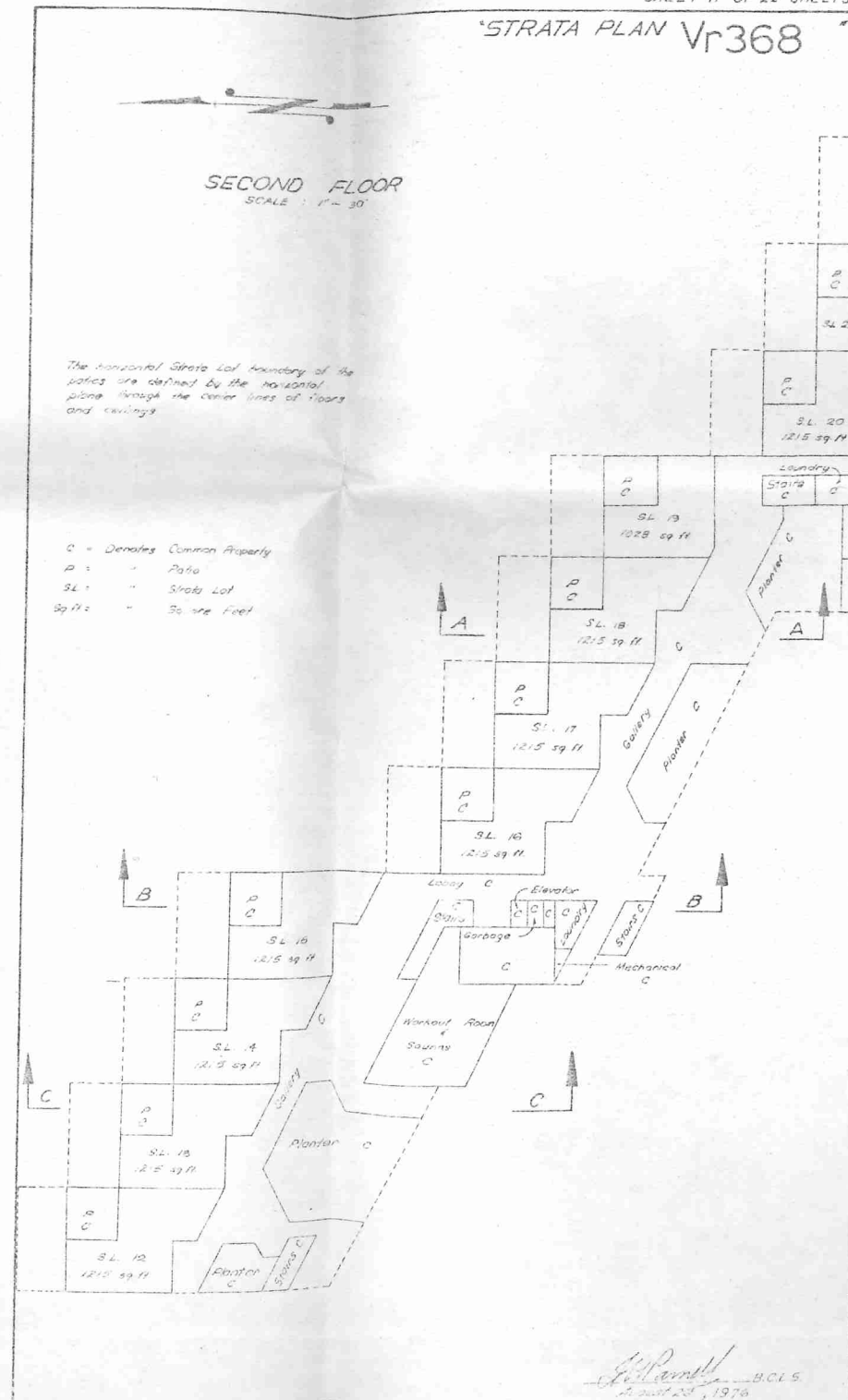
STRATA PLAN Vr368

SECOND FLOOR

SCALE 1" = 30'

The horizontal Strata Lot boundary of the units are defined by the horizontal plane through the center lines of floors and ceilings.

- C = Denotes Common Property
- P = Patio
- SL = Strata Lot
- Sq Ft = Square Feet



Approved B.C.L.S.  
August 26, 1976

SHEET 12 OF 22 SHEETS

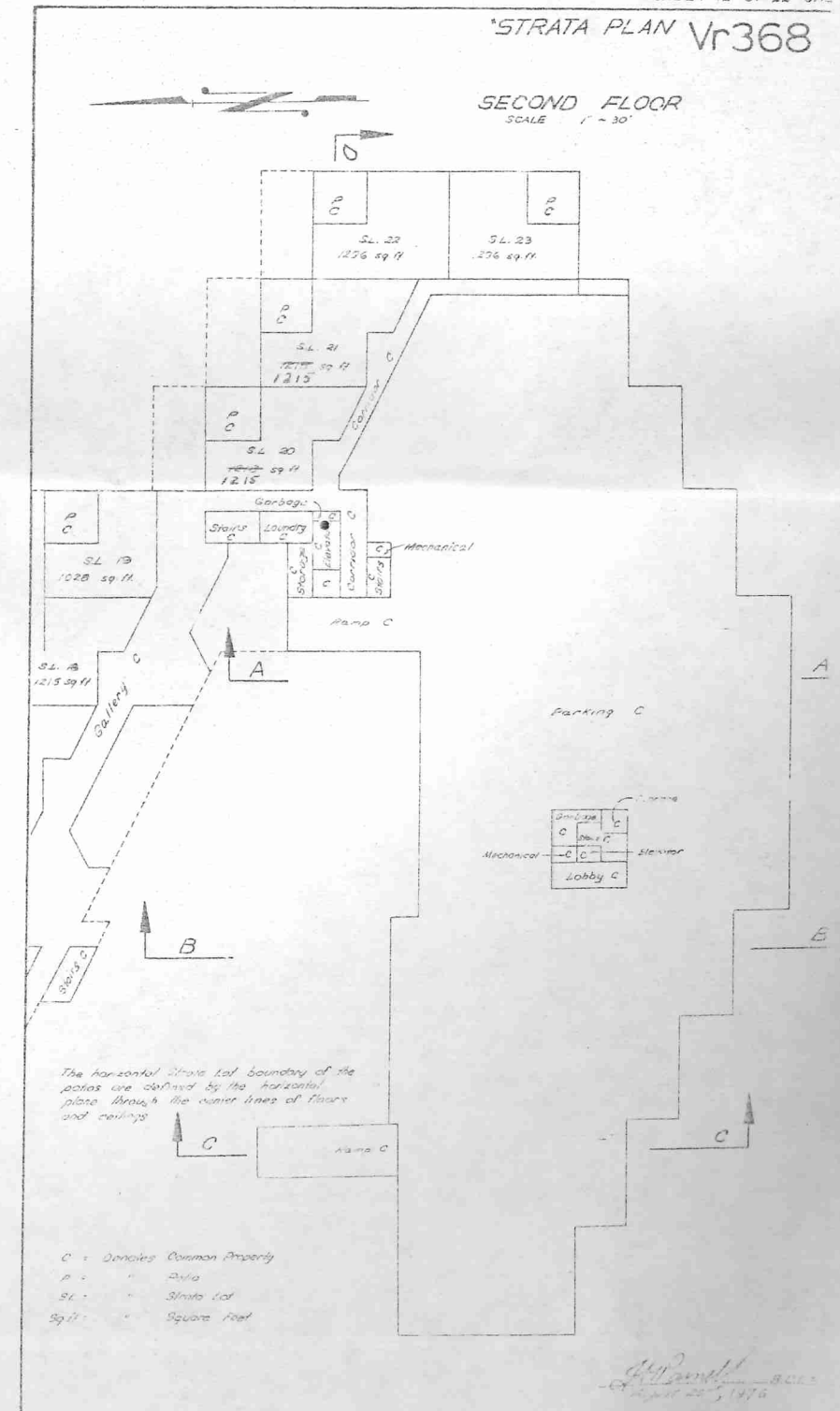
STRATA PLAN Vr368

SECOND FLOOR

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The horizontal Strata Lot boundary of the units are defined by the horizontal plane through the center lines of floors and ceilings.

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- SL = Strata Lot
- Sq Ft = Square Feet



Approved B.C.L.S.  
August 26, 1976

09

STRATA PLAN OF LOT 2,  
BLOCK 901 D.L. 526, GR. 1, N.W.D.  
ACCORDING TO PLAN 16502

SCALE: 1" = 100'

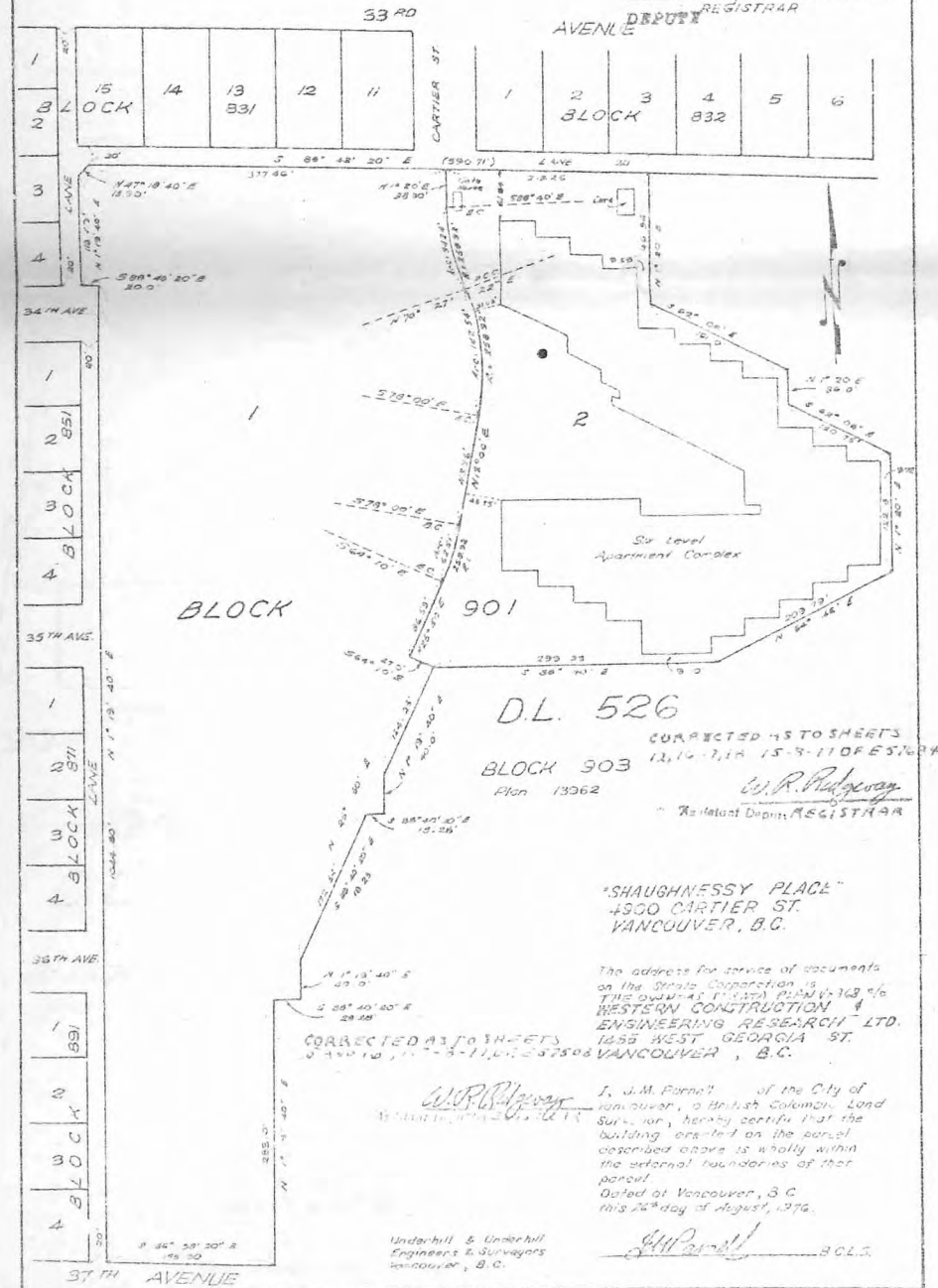
CITY OF VANCOUVER

FIRST SHEET SHEET 1 OF 22 SHEETS

STRATA PLAN Vr368

Strata Plan Vr 368  
deposited and registered in  
the Land Registry Office of  
this 27<sup>th</sup> day of September 1976

*W. R. P. [Signature]*  
DEPUTY REGISTRAR



FIRST SHEET SHEET 2 OF 22 SHEETS

STRATA PLAN Vr368

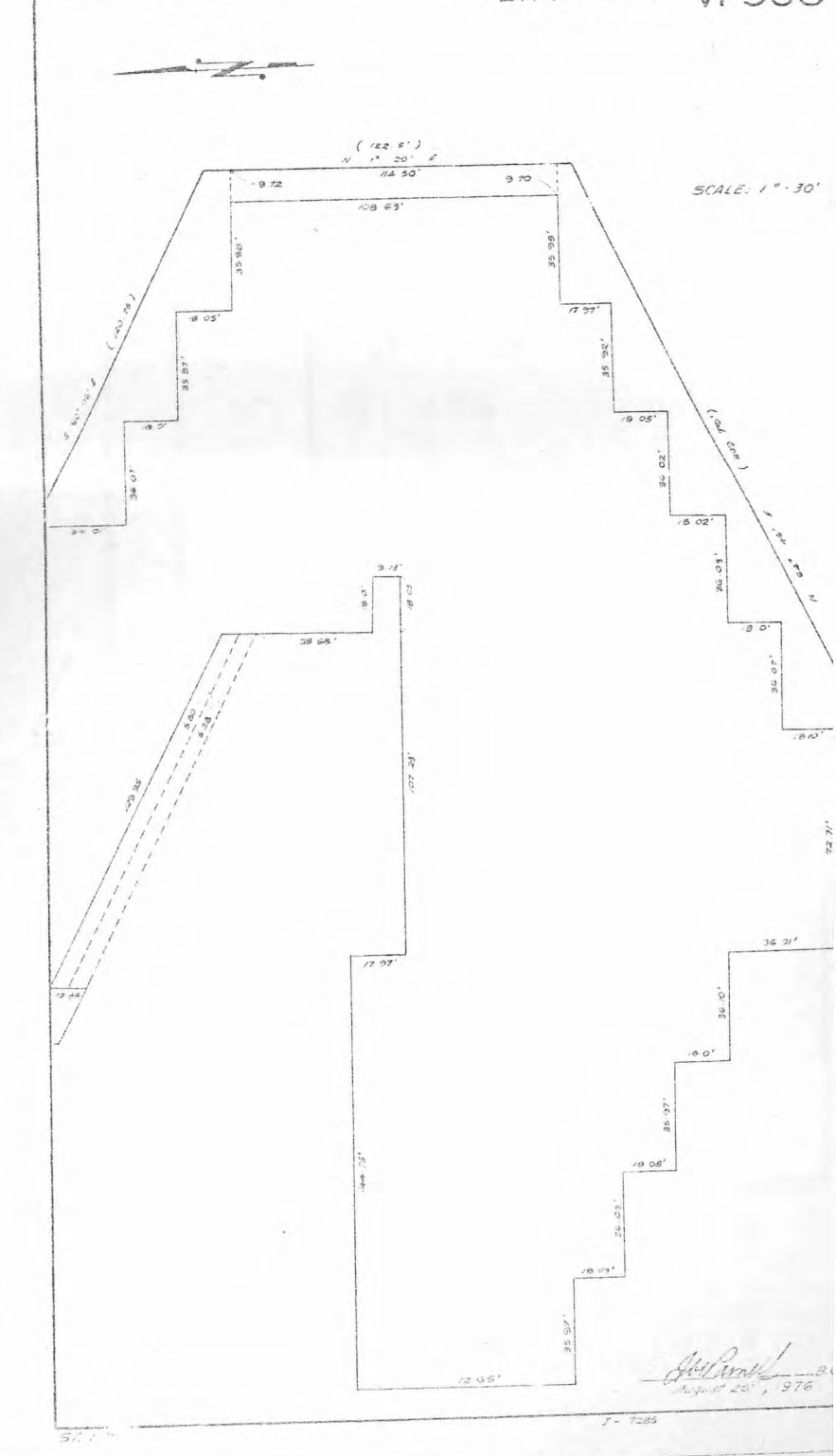
SCALE: 1" = 30'



FIRST SHEET SHEET 3 OF 22 SHEETS

STRATA PLAN Vr368

SCALE: 1" = 30'





09

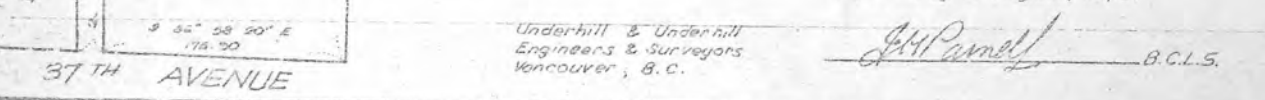
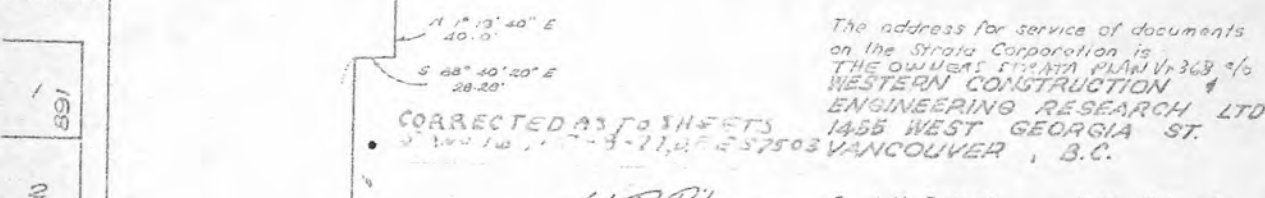
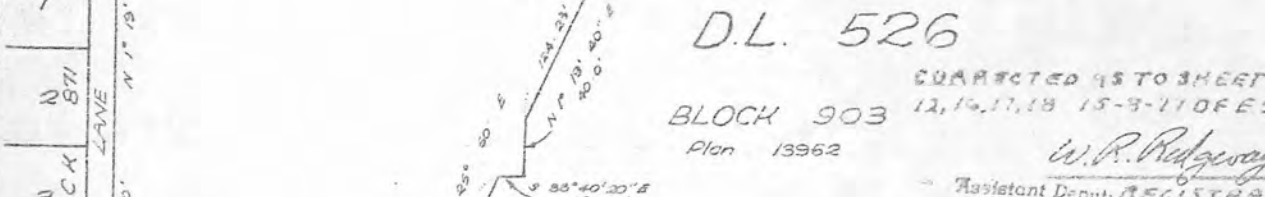
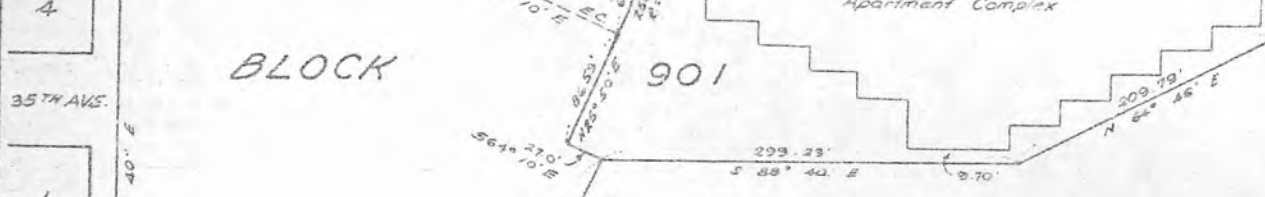
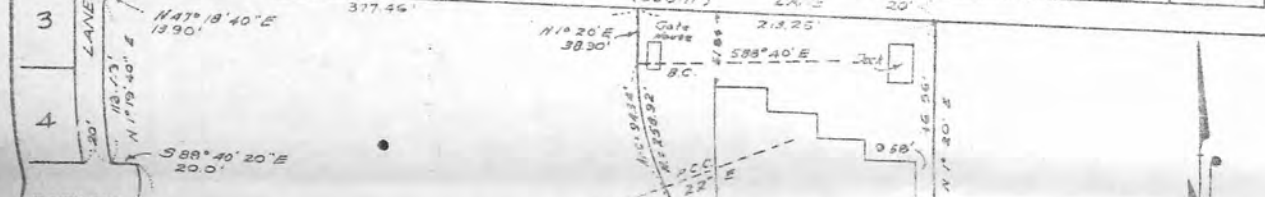
STRATA PLAN OF LOT 2,  
BLOCK 901 D.L. 526, GR. 1, N.W.D.  
ACCORDING TO PLAN 16502  
SCALE: 1" = 100'  
CITY OF VANCOUVER

"STRATA PLAN Vr368"

Strata Plan Vr 368  
deposited and registered in  
the Land Registry Office at  
this 27<sup>th</sup> day of September 1976

*J. McDonald*  
DEPUTY REGISTRAR

33 RD  
CARTIER ST.  
AVENUE



BLOCK

D.L. 526

CORRECTED AS TO SHEETS  
BLOCK 903 12, 14, 17, 18 15-3-11 OF RES 1024  
Plan 13962

*W.R. Ridgway*  
Assistant Deputy REGISTRAR

"SHAUGHNESSY PLACE"  
1300 CARTIER ST.  
VANCOUVER, B.C.

The address for service of documents  
on the Strata Corporation is:  
THE OWNERS STRATA PLAN Vr368 c/o  
WESTERN CONSTRUCTION  
ENGINEERING RESEARCH LTD.  
1455 WEST GEORGIA ST.  
VANCOUVER, B.C.

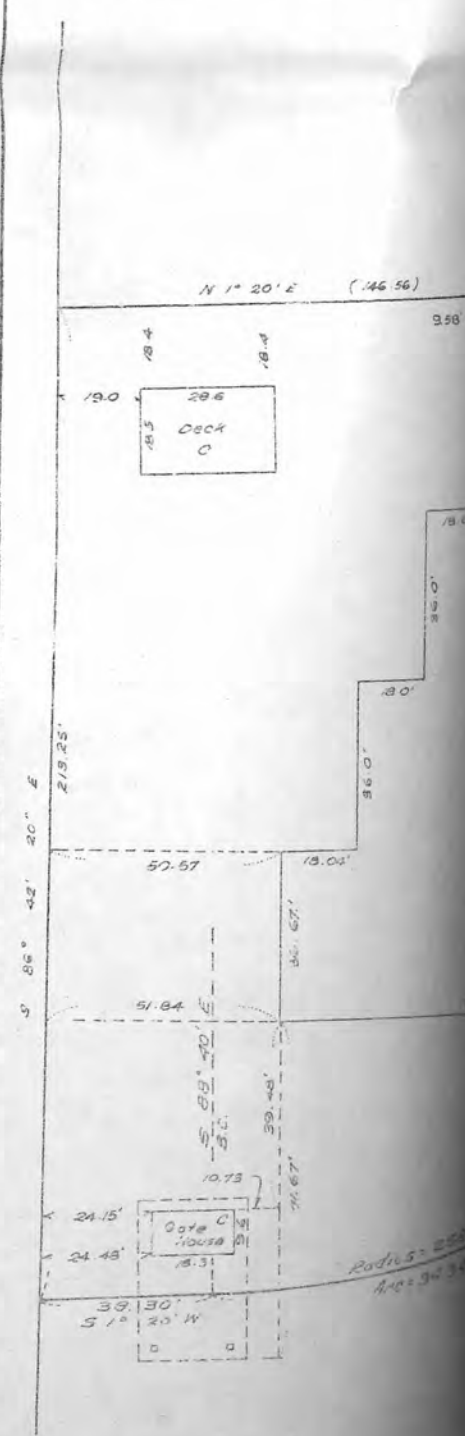
*W.R. Ridgway*  
Assistant Deputy REGISTRAR

I, J.M. Parnell of the City of  
Vancouver, a British Columbia Land  
Surveyor, hereby certify that the  
building erected on the parcel  
described above is wholly within  
the external boundaries of that  
parcel.  
Dated at Vancouver, B.C.  
this 26<sup>th</sup> day of August, 1976.

Underhill & Underhill  
Engineers & Surveyors  
Vancouver, B.C.

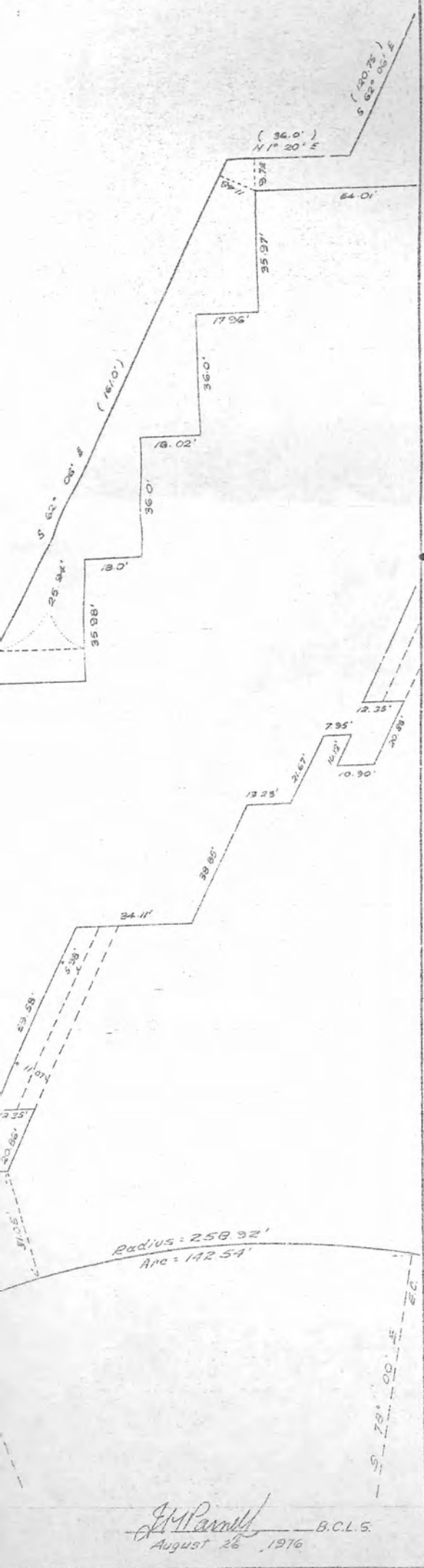
*J.M. Parnell* B.C.L.S.

C = Denotes Common Property



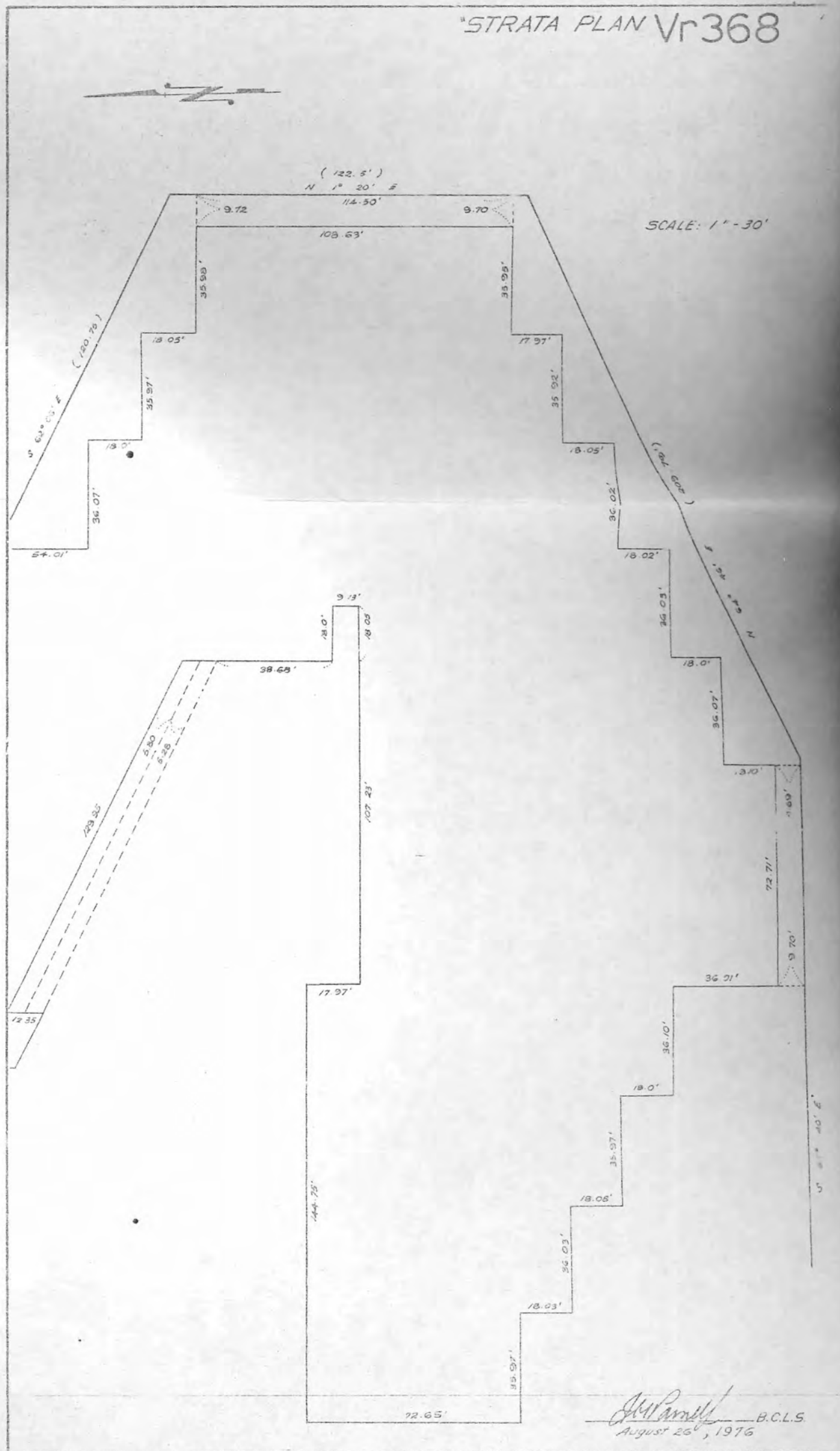


STRATA PLAN Vr368



J-7285

STRATA PLAN Vr368



J-7285

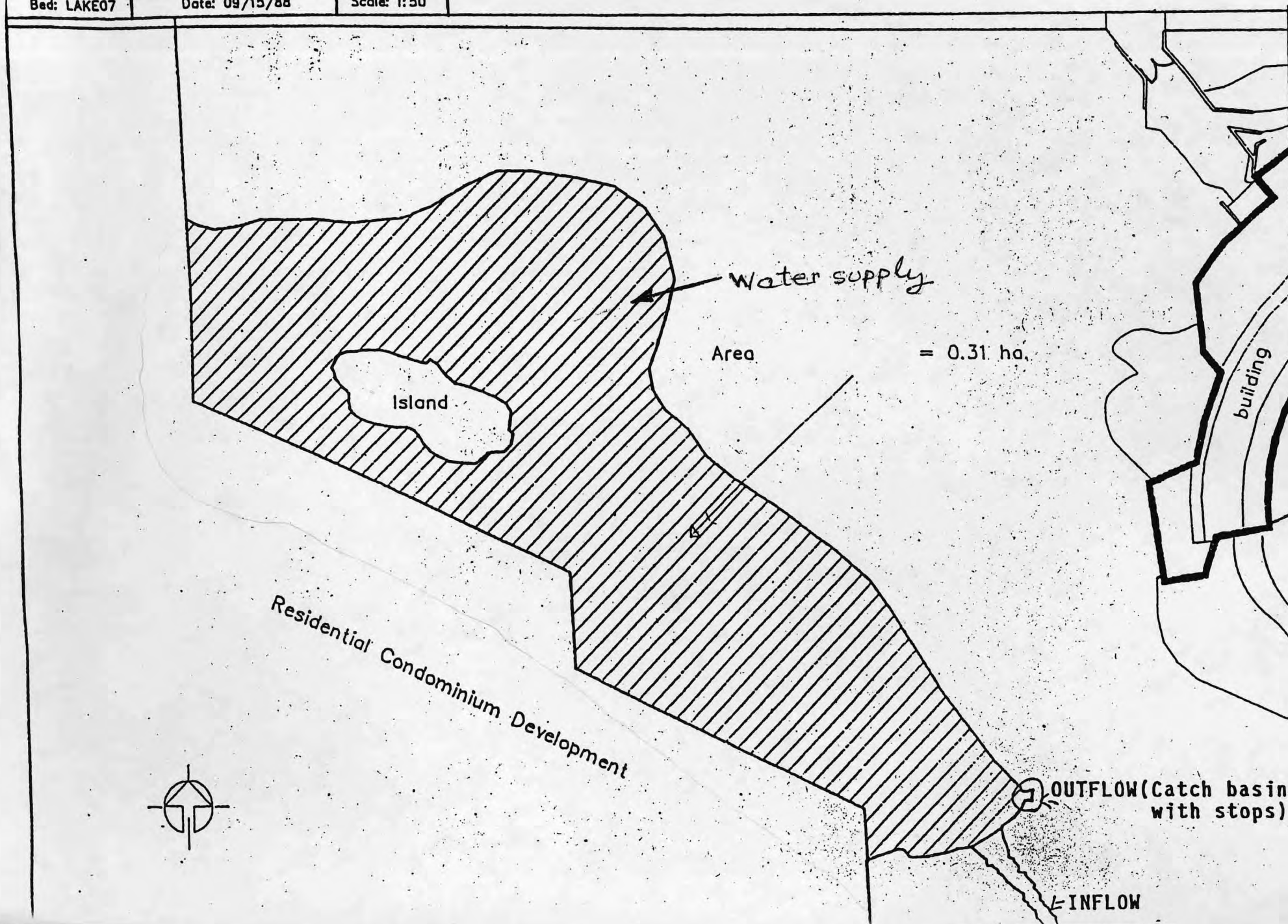


VanDusen Botanical Garden  
Lake, North-West Quadrant

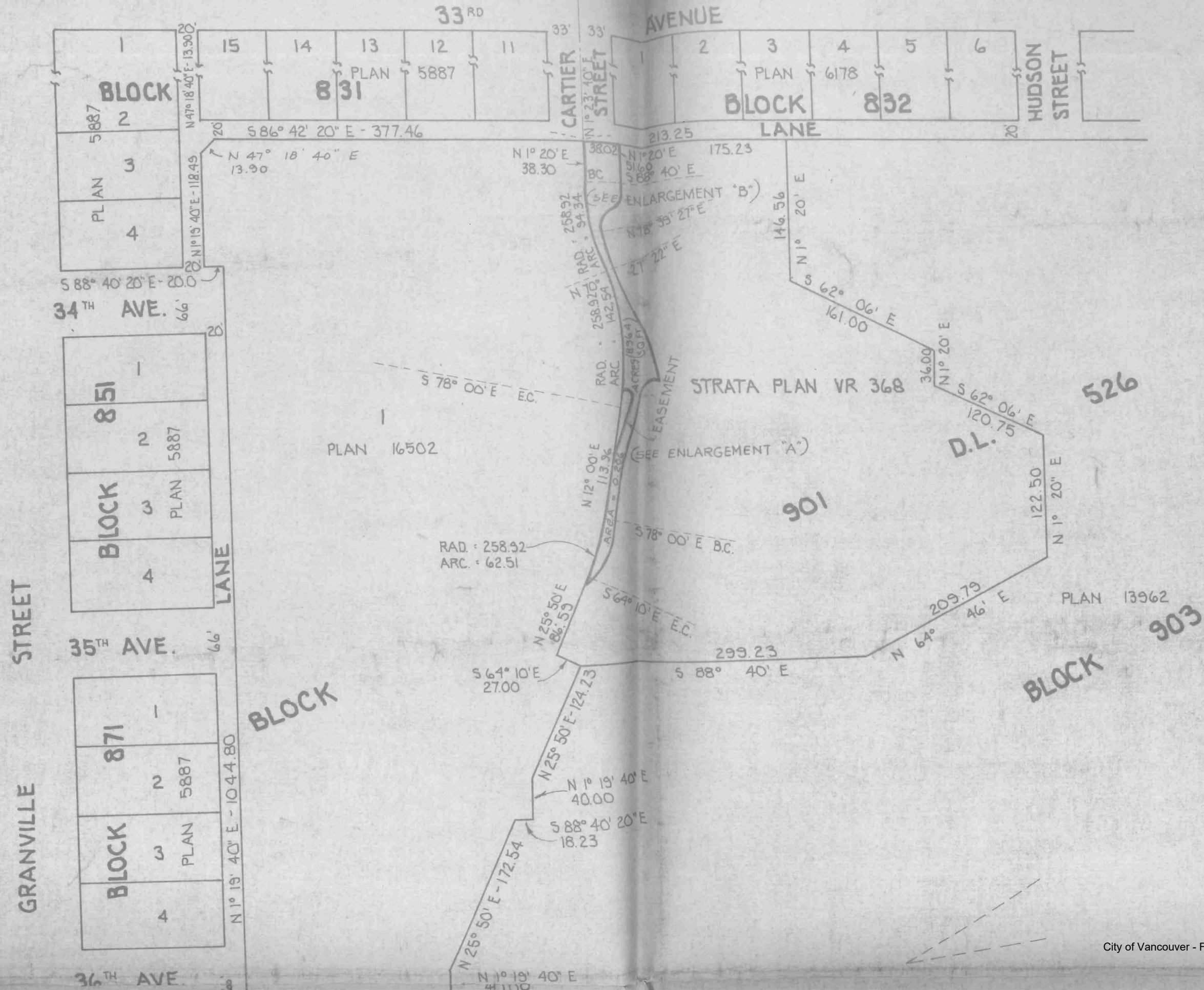
Bed: LAKE07

Date: 09/15/88

Scale: 1:50







PLAN \_\_\_\_\_

REF. \_\_\_\_\_

DEPOSITED IN THE LAND REGISTRY  
OFFICE AT VANCOUVER, B.C.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_

REGISTRAR

PLAN OF EASEMENT OVER THE COMMON  
PROPERTY OF STRATA PLAN VR 368

SCALE: 1 INCH = 100 FEET



BLOCK	1	PLAN
	2	
	3	
	4	

20.01

S 86° 58' 20" E - 175.90

37<sup>TH</sup>

AVENUE

N 1° 19' 40" E - 283.00

S 88° 40' 20" E  
28.28

40.00

BEARINGS ARE ASTRONOMIC, DERIVED  
FROM PLAN 16502.

THIS PLAN LIES WITHIN THE GREATER  
VANCOUVER REGIONAL DISTRICT.

HELGE JACOBSEN & ASSOCIATES  
PROFESSIONAL B.C. LAND SURVEYORS  
940 BRUNETTE AVENUE  
COQUITLAM, B.C.  
V3K 1C9  
TEL. 525-6621

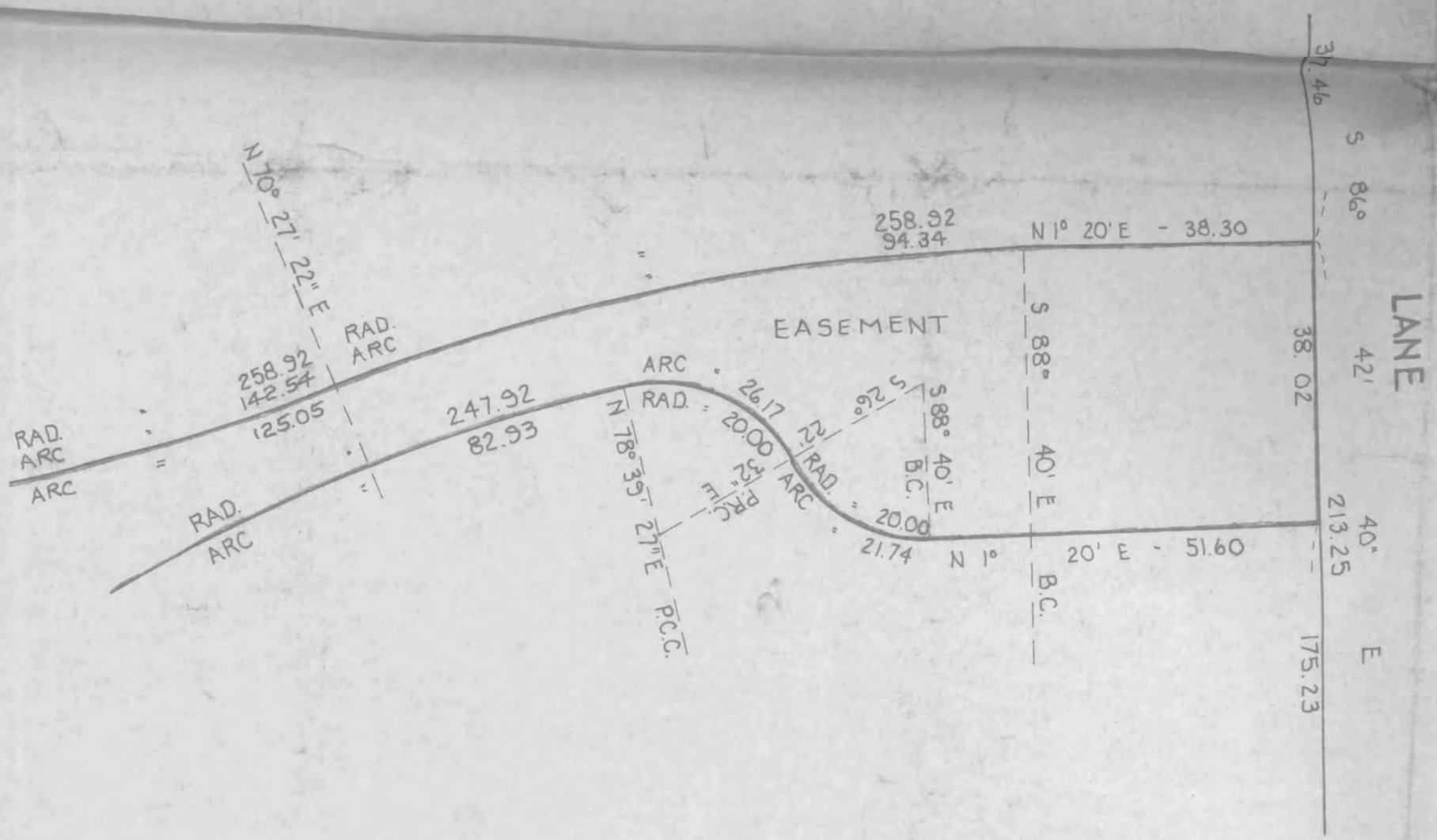
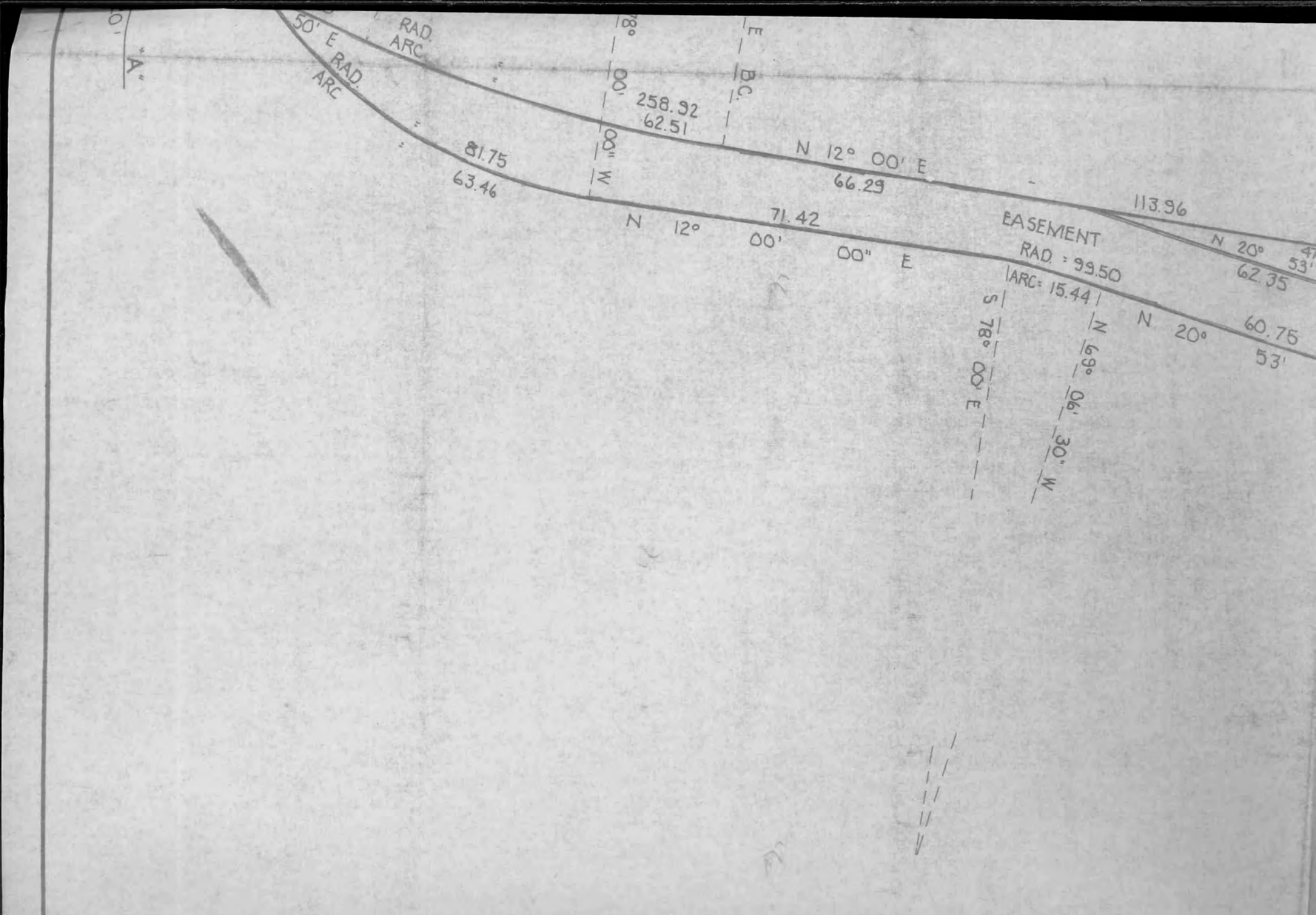
CERTIFIED CORRECT ACCORDING TO LAND REGISTRY  
OFFICE RECORDS THIS 29<sup>TH</sup> DAY OF JULY, 1979.

*Helge Jacobsen*

B.C.L.S.

ENLARGEMENT

SCALE: 1" = 1'

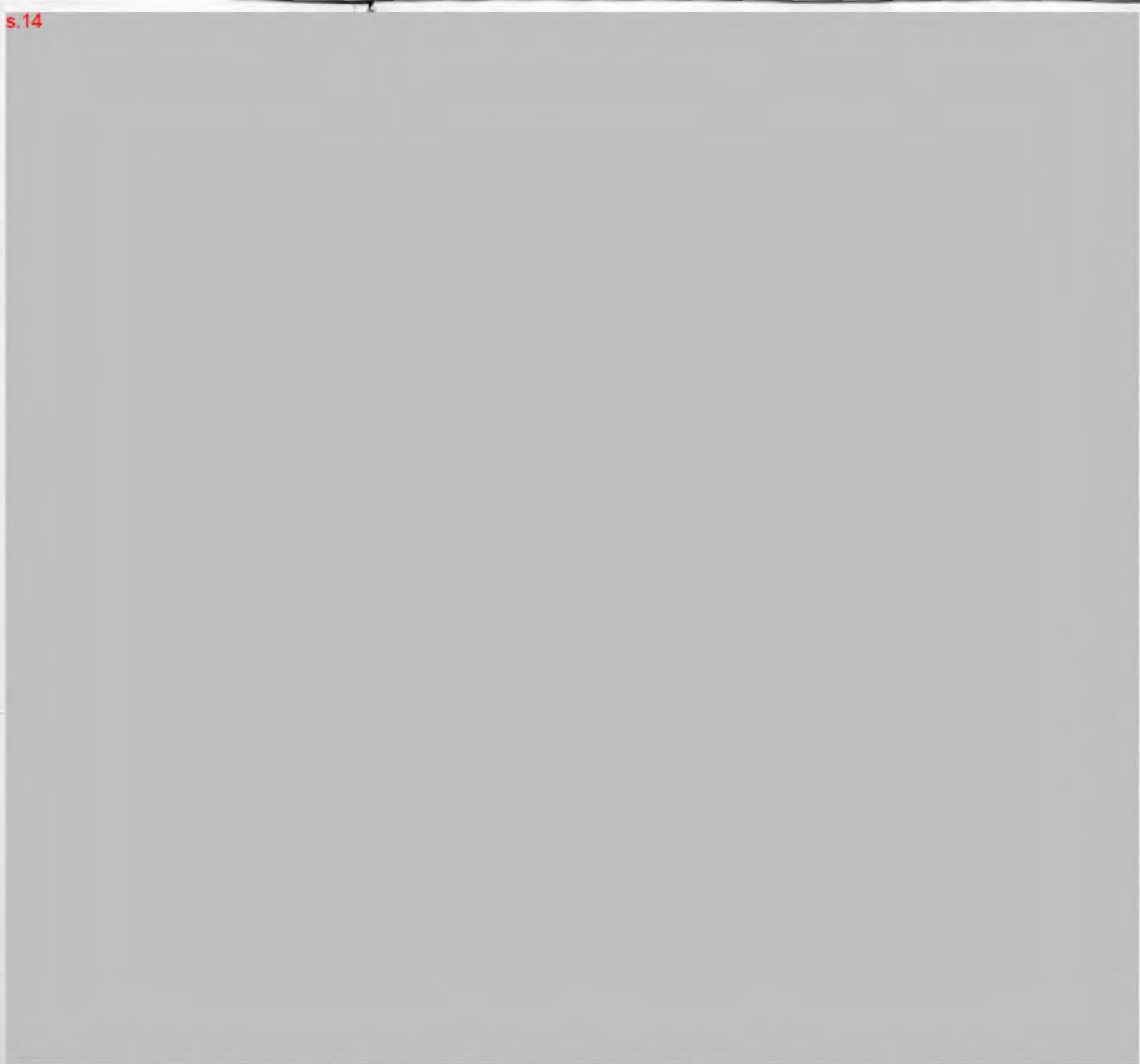


ENLARGEMENT "B"

SCALE: 1" = 20'



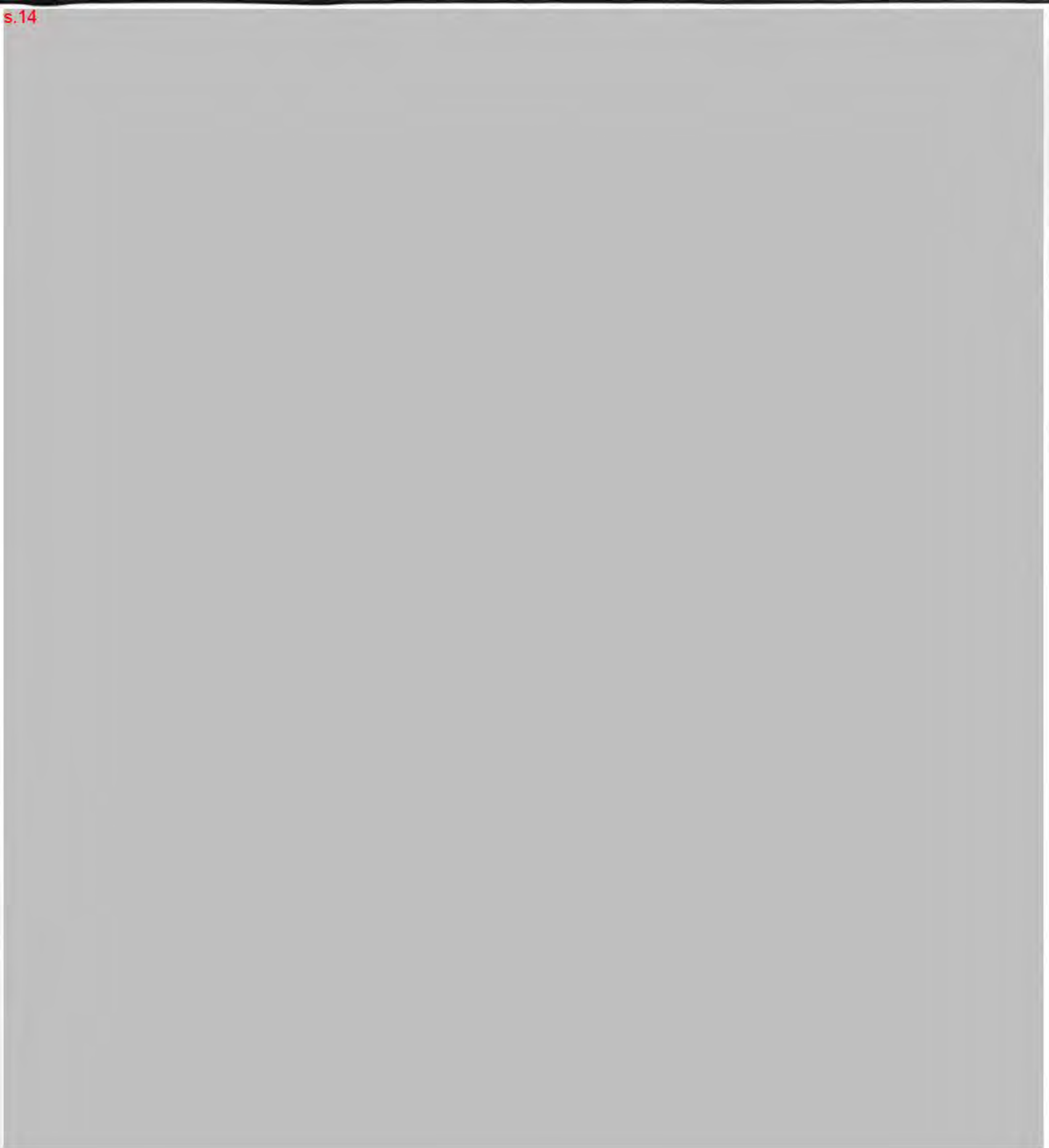












873-7063

OUR FILE NO. \_\_\_\_\_

YOUR FILE NO. \_\_\_\_\_

BRIAN J. PORTER  
FRANCES J. CONNELL  
CATHERINE M. KINAHAN  
PATSY J. SCHEER  
DAVID E. LOUKIDELIS  
J. DEAN READMAN



December 19, 1991

s.22(1)

Just a quick note to let you know that I am leaving the City of Vancouver after December 31, 1991. I will go back into private practice with Lidstone, Young, Anderson, a firm of some ten lawyers which specializes in municipal law and development work. (You probably will remember Ray Young from his years at the firm).

I have left a memorandum on the file for this matter, so that the story so far is available in outline for Celeste Curran, to whom the file has been assigned, to handle anything further on this file.

Trusting that you are well, I send

Best regards,

CITY OF VANCOUVER

David Loukidelis  
/djl  
Encl.

cc: Celeste Curran, Solicitor

COPY





SOLICITORS

JOE STUBBS  
DEREK C. M. EREIGHTON  
GRAHAM P. G. JOHNSON  
LYNDIA A. CAMLEY  
JEREMY F. SHOTTON  
CELESTE M. CURRAN

BRIAN J. PORTER  
FRANCES J. CONNELL  
CATHERINE M. KINAHAN  
PATSY J. SCHEER  
DAVID E. LOUKIDELIS  
J. DEAN READMAN

OUR FILE NO. \_\_\_\_\_

YOUR FILE NO. \_\_\_\_\_

TELECOPIED, 669-1620

December 19, 1991

s.22(1)



Our File No. 3234C57

VanDusen Gardens - Pond Maintenance Agreement

Just a quick note to let you know that I am leaving the City of Vancouver after December 31, 1991. s.22(1)

s.22(1)

s.22(1)

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Trusting that you are well, I send

Best regards,

CITY OF VANCOUVER

A handwritten signature in dark ink, appearing to read "David Loukidelis".

David Loukidelis

/dj1  
Encl.

cc: Celeste Curran, Solicitor



**FAX COVER SHEET**

**LAW DEPARTMENT  
CITY OF VANCOUVER  
453 WEST 12TH AVENUE  
VANCOUVER, BRITISH COLUMBIA  
V5Y 1V4  
FAX (604) 873-7445**

**IMPORTANT NOTE** - This facsimile transmission and the information it contains may be used only by their intended recipient. If you are not the intended recipient: (1) please telephone us at once and mail us the original (and any copies) of this facsimile transmission, and (2) you must not disclose, use or copy this facsimile transmission or the information it contains.

TO: s.22(1)  
OF: \_\_\_\_\_

FAX NO.: 669-1620 DATE: December 19, 1991  
FROM: David Loukidelis

NUMBER OF PAGES BEING SENT, INCLUDING COVER PAGE: 2

IF TRANSMISSION FAULTY, CONTACT Darren AT (604) 873-7512

THE ORIGINAL: WILL BE SENT TO YOU \_\_\_\_\_ WILL NOT BE SENT TO YOU X

**MESSAGE:**



MODE=TRANSMISSION  
FILE NO.= 053

START=DEC-19 15:53                      END=DEC-19 15:55

NO.	COM	ABBR.NO.	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
01	OK	[15]	s.22(1)	02/02		

-CITY VANCOUVER LAW DEPT. -



DIRECTOR OF LEGAL SERVICES CORPORATION COUNSEL

JOHN L. MULBERRY

TERRANCE R. BLAND

SOLICITORS

JOE STUBBS  
DEREK C. M. CREIGHTON  
GRAHAM P. G. JOHNSON  
LYNDA A. CAMLEY  
JEREMY F. SHOTTON  
CELESTE M. CURRAN

BRIAN J. PORTER  
FRANCES J. CONNELL  
CATHERINE M. KINAHAN  
PATSY J. SCHEER  
DAVID E. LOUKIDELIS  
J. DEAN READMAN



CITY HALL

453 WEST 12TH AVENUE  
VANCOUVER, B. C. V5Y 1V4  
FAX NO. 873-7445

TELEPHONE

873-7063

OUR FILE NO. \_\_\_\_\_

YOUR FILE NO. \_\_\_\_\_

TELECOPIED, 669-1620

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s.22(1)

Our File No. 3234C57

VanDusen Gardens - Pond Maintenance Agreement

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s.22(1)

s.22(1)

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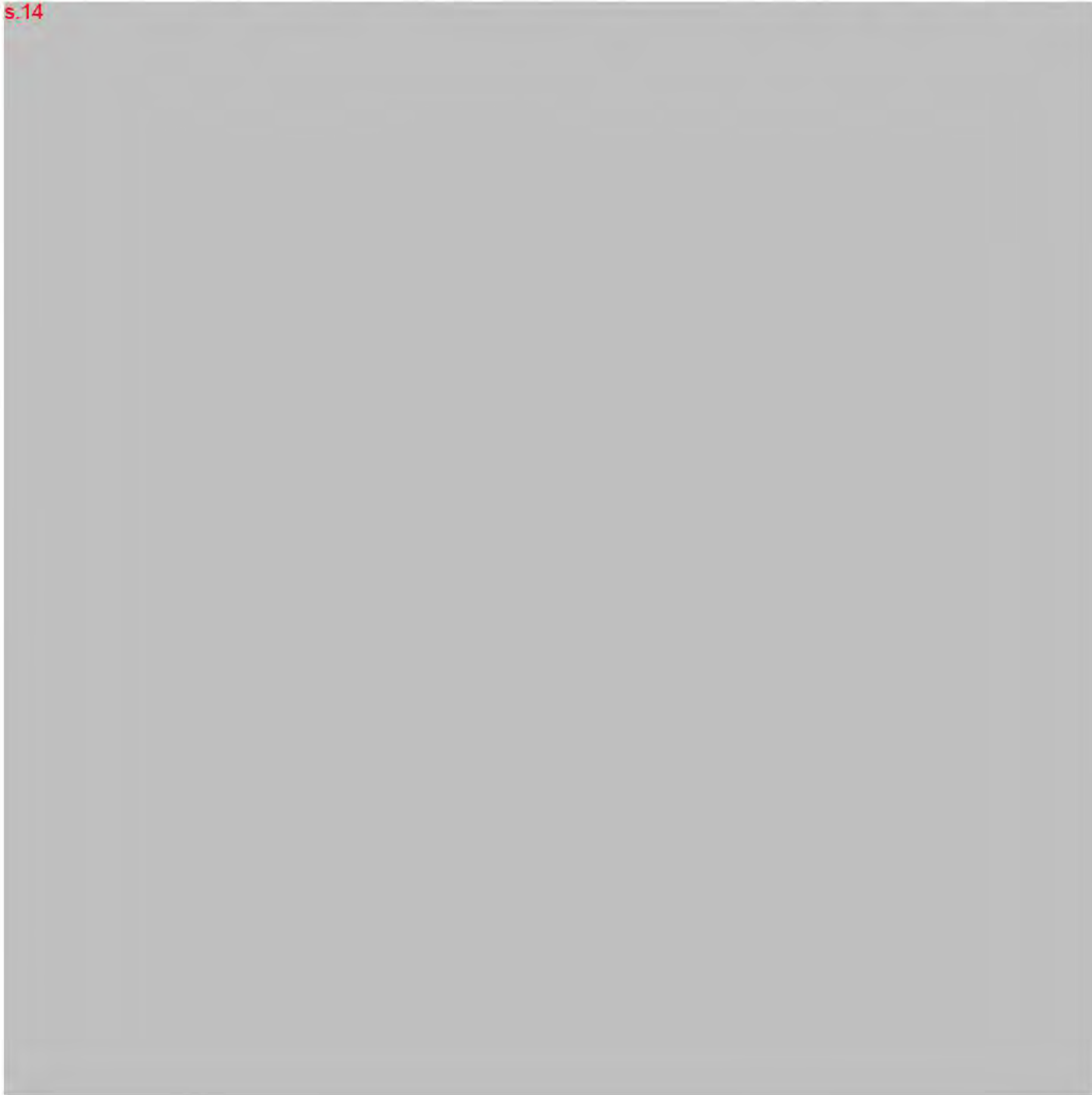
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CITY OF VANCOUVER

David Loukidelis  
/djl  
Encl.

cc: Celeste Curran, Solicitor







SOLICITORS

JOE STUBBS  
DEREK C. M. CREIGHTON  
LYNN C. ROBERTS  
CATHERINE M. KINAHAN  
BARRY S. WILLIAMSON  
JEREMY F. SHOTTON

BRIAN J. PORTER  
FRANCES J. CONNELL  
GRAHAM P. G. JOHNSON  
LYNDA A. CANLEY  
PATSY J. SCHEER  
DAVID E. LOUKIDELIS

June 24, 1991

BY FAX

s.22(1)

Shaughnessy Place - VanDusen Gardens - Pond Maintenance Agreement

Here at last is the first draft of the proposed pond maintenance agreement. Please regard this as a rough draft intended to elicit discussion. I would welcome any suggestions you have and look forward to hearing from you.

Yours very truly,

CITY OF VANCOUVER

*Kim Miller*

(for) David Loukidelis

DL/kom  
Enc.

cc: Mr. Bert Breakwell, Director of Environment and Operations,  
Board of Parks and Recreation

POND MAINTENANCE AGREEMENT

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BETWEEN

CITY OF VANCOUVER, a  
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V5Y 1V4

AND

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- (b) "Corporation" means the The Owners, Strata Plan VR-368, a corporation created under the *Condominium Act* (British

VANDUSEN POND MAINTENANCE  
DRAFT NO. 1 19 JUNE 91

Columbia) on the deposit of strata plan VR-368 in the Vancouver Land Title Office;

- (c) "Corporation Property" means the land that is designated as common property in the Plan;
- (d) "Gardens" means the botanical gardens maintained by the Board that are called the VanDusen Botanical Display Gardens;
- (e) "Plan" means strata plan VR-368, deposited in the Vancouver Land Title Office; and
- (f) "Pond" means the ornamental pond that lies between and on part of the Corporation Property and part of the Gardens, as is illustrated on the sketch that forms schedule A.

1.2 Reference in this Agreement to

- (a) the singular includes a reference to the plural and a reference to the plural includes a reference to the singular,
- (b) a particular numbered "section" or to a particular lettered "schedule" is a reference to the corresponding numbered or lettered section or schedule of this Agreement,



(c) any law, statute, by-law or regulation is to be considered also to be a reference to any amendment or re-enactment of, or replacement for, that law, statute, by-law or regulation, and

(d) a "party" or "parties" is a reference to a party or the parties to this Agreement.

1.3 The division of this Agreement into articles and sections is for convenience of reference only and does not affect its interpretation. The section headings used in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

## 2.0 Cleaning of Pond

2.1 The Board agrees to remove weeds from the Pond as provided in this Agreement and the Corporation agrees to pay half of the cost of weed removal as provided in section 5.0 of this Agreement.

2.2 Whenever the Corporation or the Board considers that the Pond is in an aesthetically displeasing state or constitutes a health hazard because of weed growth in it, it may give notice to the other party stating that in its opinion removal of the weeds is necessary. Within five business days after that notice is given representatives of the Corporation and the Board must meet and agree on the dates on which the weeds are to be removed as is convenient to the Corporation and to the

Board. The Corporation and the Board must use reasonable efforts and negotiate in good faith in attempting to agree on the dates for removal of the weeds from the Pond.

2.3 The Board must remove the weeds from the Pond on the dates agreed upon under section 2.2. If the Board is prevented from removing the weeds from the Pond on the agreed dates by circumstances beyond its reasonable control, it must remove the weeds from the Pond as soon as is reasonably practicable after the agreed dates. The Corporation grants the Board the contractual licence to be on the Corporation Property to the extent reasonably necessary to remove weeds from the Pond.

2.4 If the party to which notice is given under section 2.2 does not agree that removal of weeds from the Pond is necessary for the reasons given in section 2.2, at the meeting required by section 2.2 the Corporation and the Board must attempt to agree on the need for removal of the weeds from the Pond. The Corporation and the Board must use reasonable efforts and negotiate in good faith in attempting to agree on the need for removal of the weeds from the Pond.

2.5 If the Corporation and the Board cannot agree on the need for removal of the weeds from the Pond within 10 days after notice is given under section 2.2, the party which gave that notice may have the weeds removed from the Pond at its own risk and expense. If the Board removes the weeds under this section, sections 2.1 and 5.2 do not apply. The Corporation and the Board grant each other the contractual licence to be