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Law Letter

In this issue

Assistance to Business: A Primer

Municipalities may only provide assistance to businesses in accordance with the requirements of the *Community Charter* and the *Local Government Act.* Subject to certain statutory exceptions, section 25 of the *Community Charter* prohibits municipal councils from providing any "grant, benefit, advantage or other form of assistance to a business" "unless expressly authorized under this or another Act". Similarly, under section 182 of the *Local Government Act,* a regional board may not "provide assistance to an industrial, commercial or business undertaking." unless otherwise permitted under the Act. What constitutes "business" and "assistance" is determined by the respective Acts and the case law.

Business

"Business" is defined in the Schedule to the *Community Charter* as "carrying on a commercial or industrial activity or undertaking of any kind, and providing professional, personal or other services for the purpose of gain or profit." Activities carried on "by the Provincial government, by corporations owned by the Provincial government, by agencies of the Provincial government or by the South Coast British Columbia Transportation Authority or any of its subsidiaries" are excluded from the definition of business. It is important to note that municipally owned corporations are included in the definition of business and are therefore subject to the restrictions against assistance.

There are a limited number of cases that have considered the definition of business in the context of providing assistance. In *Virdis v. North Vancouver (City)*[1], the Supreme Court of BC considered whether six separate applicants for rezoning of adjacent properties constituted

[1] [2009] B.C.J. No. 1636.

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businesses as defined by the *Community Charter* and said the following:

> "35 Section 25(1) of the *Community Charter*, S.B.C. 2003, c. 26, prohibits a municipal council from providing "a grant, benefit, advantage or other form of assistance to a business" unless "expressly authorized under this or another Act." A "grant, benefit, advantage or other form of assistance" under this subsection includes:
>
> (a) any form of assistance referred to in section 24 (1) [publication of intention to provide certain kinds of assistance], or
>
> (b) an exemption from a tax or fee.
>
> "36 The definition of a business, as set out in s. 1 of the Schedule to the *Community Charter*, includes "carrying on a commercial or industrial activity or undertaking of any kind"."
>
> "65 The City argued that s. 25 of the *Community Charter* applies only to a "business", and not to those such as the Applicants. I do not accept this submission. The very purpose of both the Initial and the Revised Applications was to permit the Applicants to develop multiple dwelling places on their properties. Whether the additional dwellings were intended for rental or sale, I consider the proposed development to be a commercial activity within the definition of "business" under the *Community Charter*."

On the basis of this case law and the statutory wording and definitions, any person, corporation or other entity that carries on a commercial, professional, industrial or business undertaking for profit or gain would be subject to the restrictions against providing assistance.

Assistance

The kinds of assistance that are subject to restriction under sections 24 and 25 of the *Community Charter* include: disposing of land or improvements, or any interest or right in or with respect to them, for less than market value; lending money; guaranteeing repayment or providing security for borrowing; providing assistance under a partnering agreement or providing any exemption from a tax or fee. Similar definitions and restrictions apply to Regional Districts under sections 181 and 185 of the *Local Government Act.*

the Law Letter is published quarterly by:

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Thanks to our editors Deborah Low and Kimberly Mittelsteadt.

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Courts have considered these restrictions in a number of cases. In *Nelson Citizen's Coalition v. Nelson (City)*[2], the BC Supreme Court considered whether an agreement between the respondent City and a land developer for the development of a hotel/motel/marina complex along the City's waterfront constituted assistance under the *Municipal Act* then in force. In respect of assistance, the court said the following:

> "56. ... Unless there were an obvious aspect of "*something for nothing*" I see no basis on which this court can "pick the bones" of this agreement for signs of a s. 292 breach..."
>
> "65. ... I think "assistance" within Section 292 of the *Municipal Act* implies the *conferring of an obvious advantage*. Where, as here, a municipality exercises its power to contract under S. 19 to effect purposes that are clearly within the realm of public policy, I do not think S. 292 is an available mechanism to obtain a review of the contract, weighing the tangible and inchoate benefits, to determine if the municipality has made a good deal or not." *[italics added]*

Following the enactment of the *Community Charter,* the criteria of "something for nothing" set out in the *Nelson* decision was applied by the BC Supreme Court in *Misty Mountain Charters Ltd. v. Revelstoke (City)*[3]. That case considered an agreement between the City and the Revelstoke Mountain Resort for the latter to operate a shuttle bus service between the City and the Resort using buses subleased to the resort by the City. In considering whether the agreement constituted assistance, the Court said the following:

> "51 The question then is whether or not in these circumstances this resolution amounted to assistance as prohibited by the Charter. I have concluded that when looked at as a whole, including the agreement, which was ultimately entered into in December of 2008, that this was not assistance which offended the Act… This is a situation where there were mutual obligations and benefits. This is not a situation where the Resort was receiving something for nothing…"

Subject to certain statutory exceptions, section 25 of the Community Charter prohibits municipal councils from providing any "grant, benefit, advantage or other form of assistance to a business" "unless expressly authorized under this or another Act"

In addition to the statutory definitions of assistance, the provision of "something for nothing" or the "conferring of an obvious advantage" highlighted in these cases are useful criteria for local governments to consider when deciding whether an agreement or act of the local government constitutes assistance to business.

Permitted forms of assistance

The *Community Charter a*nd *Local Government Act* permit assistance to business in certain circumstances. Section 25 of the *Community Charter* permits assistance to business when the assistance is for: acquiring, conserving and developing heritage property and other heritage

[2] [1997] BCJ No. 138.
[3] [2010] B.C.J. No. 1750.

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public awareness about the community's history and heritage; and any other activities the council considers necessary or desirable with respect to the conservation of heritage property and other heritage resources. Council may also provide assistance by an affirmative vote of at least 2/3 of all the members of council, for the conservation of property that is protected heritage property, property that is subject to a heritage revitalization agreement under section 966 of the *Local Government Act*, and property that is subject to a covenant under section 219 of the *Land Title Act* that relates to the conservation of heritage property. Similar exceptions apply for the Regional Districts under section 183.1 of the *Local Government Act.*

Partnering Agreements

The most important exception that permits assistance to business under the *Community Charter* and *Local Government Act* is a partnering agreement between a local government and business. Section 21 of the *Community Charter* permits a municipality to lend money, guarantee repayment or provide security for borrowing, and any other form of lawful assistance provided the municipality and the business enter into a partnering agreement and the municipality provides notice of the partnering agreement in accordance with sections 24 and 94 of the *Community Charter.* A similar exception for regional districts is found in section 183 of the *Local Government Act.*

The notice required for partnering agreements under section 24 of the *Community Charter* must identify the intended recipient of the assistance and describe the nature, term and extent of the proposed assistance. The notice must be posted in the public notice posting places and published in a local newspaper for two consecutive weeks or as otherwise required under section 94 of the *Community Charter.* Similar requirements apply to local governments under section 185 of the *Local Government Act.*

Local governments should be careful to ensure that the notice requirements are met before the assistance is provided under a proposed partnering agreement. A council or board resolution to approve assistance is permissible provided the assistance is subject to, and conditional upon, notice of the proposed assistance being provided to the public in accordance with the statutory requirements. In *Coalition for a Safer Stronger Inner City Kelowna v. Kelowna (City)*[4], the petitioners sought a declaration that the respondent City's resolution approving a lease of its property was void and of no effect due to its alleged failure to comply with the notice requirements under the *Community Charter.* The Petitioners contended that the resolution of City council approving the lease was passed before notice was given to the public; however, the BC Supreme Court disagreed and said the following concerning the timing of the resolution and the notice provided:

> "23 I find that the resolution authorizing the execution of the lease is not a disposition of land or improvements. Thus, the resolution of itself simply provides the authority for the creation of the legal obligation and not the legal obligation itself. The learned editor of the *Law of Canadian Municipal Corporations, 2nd edition*, Toronto, Carswell, 2005, says in para. 197.31:
>
> > '... a mere resolution or by-law whereby a corporation agrees to do something, without more, does not give rise to a legal obligation on the part of the corporation. A resolution authorizing the contract

[4] [2007] B.C.J. No. 903.

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> or accepting a tender is to be regarded as a mere expression of willingness to enter into an agreement but not necessarily as a contract itself.'
>
> "24 Similarly, in *North Vancouver (District) v. Tracy* (1903), 34 S.C.R. 132, the court at p. 139 says this:
>
> > '... a resolution sanctioned by a vote ... of the council" can only be interpreted as specifying the method by which the enactment of the governing body giving authority for such a sale should be made. Until acted on the plaintiff acquired no right under it. So far as he was concerned it could have been rescinded or modified at the pleasure of the council.'"

In addition to the notice requirements, an essential element of any valid partnering agreement is that it must provide for a service on behalf of the municipality. In *Conibear v. Tahsis (Mayor)*[5], the Supreme Court of BC considered whether a contract between the municipality and a music promoter to promote and undertake music festival constituted a partnering agreement within the meaning of the *Community Charter.* The court said the following:

> "32 A "partnering agreement" is defined in s. 5 of the Schedule to the Community Charter as follows:
>
> > 'partnering agreement" means an agreement between a municipality and a person or public authority under which the person or public authority agrees to provide a service on behalf of the municipality, other than a service that is part of the general administration of the municipality.'
>
> 33 "Service" is defined in the Schedule as follows:
>
> > "service" means, in relation to a municipality, an activity, work or facility undertaken or provided by or on behalf of the municipality.
>
> 34 In my opinion, although putting on a concert qualifies as an "activity", it cannot be considered "providing a service on behalf of the municipality." A person does something "on behalf of" another, when he or she does the thing in the interest of, or as a representative of, the other person. Bounce Hard is not acting on behalf of the Village. Bounce Hard is promoting the Festival because it wants to earn profits and the Village also hopes to earn profits and promote Tahsis as a tourism destination. Both parties want the Festival to be a success and it cannot be said that Bounce Hard is providing a service on behalf of Tahsis."

A local government should ensure that any partnering agreement it enters into clearly provides a service on behalf of the local government

Conclusion

The restrictions on assistance to business prescribed by the *Community Charter* and *Local Government Act* reflect the fact that local governments and businesses have different purposes. Whereas businesses are generally

[5] [2010] B.C.J. No. 1407.

Assistance to Business (continued from page 5)

established primarily for the purpose of earning a profit, local governments are established to provide services, laws and other matters for community benefit, provide for stewardship of the public assets of its community, and foster the economic, social and environmental well-being of its community.[6] Despite these differences, a local government and business may identify a situation where they can work together for mutual benefit for the purpose of providing a service or services on behalf of the local government. If and when these circumstances are identified, a local government may consider the provision of assistance under a partnering agreement provided all statutory requirements for the agreement are satisfied. A local government should ensure that any partnering agreement it enters into clearly provides a service on behalf of the local government.

Lindsay Parcells

Local Government: Policy v. Operations

It has long been understood that true policy decisions are exempt from tortious claims.

However, the implementation, or operational result of those decisions may well be subject to claims in tort (*Just* v. *British Columbia* [1989] 2 S.C.R. 1228, *Brown* v. *British Columbia* [1994] 1 S.C.R. 420, and *Gobin* v. *British Columbia* 2002 BCCA 373). In *Brown*, supra (at pars 34 and 35) the Supreme Court described this distinction as follows:

"True policy decisions involve social, political and economical factors. In such decisions, the authority attempts to strike a balance between efficiency and thrift, in the context of planning and predetermining the boundaries of its undertakings and of their actual performance. True policy decisions will usually be dictated by financial, economic, social and political factors or constraints.

A good faith policy decision exists when a local government (i.e., Council/Board) adopts a practice or routine with respect to a particular function based on a conscious consideration of the effectiveness of that practice in light of relevant policy considerations

"The operational area is concerned with the practical implementation of the formulated policies, it mainly covers the performance or carrying out of a policy. Operational decisions will usually be made on the basis of administrative direction, expert or professional opinion, technical standards or general standards of reasonableness."

Despite this guidance, governments of all sizes have found it extremely difficult to understand exactly where the line between policy and operational decisions is to be drawn. In a number of recent cases, Canadian courts have provided further guidance.

In *R. v. Imperial Tobacco Canada Ltd.*, 2011 SCC 42, Chief Justice McLachlin recognized that "the main difficulty with the policy/operational approach is that courts have found it notoriously difficult to decide whether a particular government decision falls on the policy or operational side of the line." After discussing the approaches from the US, Australia and England, McLachlin C.J. held that true policy decisions

[6] Section 7, *Community Charter*

Policy v. Operations (continued from page 6)

include both high level decisions to adopt a course of conduct, and other "discretionary legislative or administrative decisions and conduct that are grounded in social, economic and political considerations." Applying this reformulation of the test, the Court in *Imperial Tobacco* held that representations made to consumers of cigarettes, that were "part and parcel" of a policy decision made by the government of Canada, fell within the policy realm.

The Supreme Court has thus made it clear that a "policy" decision encompasses both the high level decision to adopt a course of action, as well as the additional decisions and steps taken to implement that decision. The *Imperial Tobacco* case was recently affirmed by the BC Court of Appeal in *The Los Angeles Salad Company v. CFIA*, 2013 BCCA 34.

The test set out in *Just* and clarified in *Imperial Tobacco* was also recently applied in the municipal case of *Drader v. Abbotsford (City)*, 2012 BCSC 873. In that case, Madam Justice Watchuk held that Abbotsford's decision to set up a complaint-driven system for maintenance of roads and related services, including storm sewer and drainage systems, was dictated by budgetary concerns and was therefore a policy decision. The complaint-driven system had been enumerated in a policy adopted by municipal council, and as a policy decision it is not subject to a duty of care.

In light of this case law, local governments are advised to adopt a good faith policy when facing decisions for which potential liability is a concern. A good faith policy decision exists when a local government (i.e., Council/Board) adopts a practice or routine with respect to a particular function based on a conscious consideration of the effectiveness of that practice in light of relevant social, economic and political policy considerations. Policy decisions can take many forms, including bylaws and resolutions, internal directives, policy and procedure manuals, administrative decisions and more informal exercises of discretion. ***Matthew Voell***

Bylaw Drafting: Remember the Interpretation Act

When enacting a bylaw, a Council or Board must be mindful of the provisions of the *Interpretation Act* that may have significant implications for the interpretation and enforcement of the bylaw. Since a bylaw is a "regulation" which is defined in the *Interpretation Act* as an enactment, the *Interpretation Act* applies as if the bylaw were a provincial Act or regulation. Accordingly, when drafting or interpreting a bylaw it is necessary to consider carefully the *Interpretation Act*.

Section 9 of the *Interpretation Act* provides that the preamble of a bylaw is a part of the bylaw intended to assist in explaining the bylaw, so a court may construe the effect of a provision of a bylaw (e.g., a land use control bylaw) on the basis of the intent of the local government as expressed in the preamble.

Further to Section 10 of the *Interpretation Act* (British Columbia), the enacting clause of a bylaw is suggested to be: "NOW THEREFORE the Council/Board of the Town (etc.) of … in open meeting assembled enacts as follows:"

Section 11(1) of the *Interpretation Act* provides that a head note to a provision or a reference after the end of a section or other division is not part of the bylaw and must be considered to have been added for convenience only. It is therefore recommended that the bylaw not rely on head notes for its effect. For example, in some zoning bylaws the "permitted uses" sections depend on a head note entitled "Permitted Uses" after which a number of uses are listed. In the absence of any

Bylaw Drafting (continued from page 7)

explanatory phraseology, such as "the following and no other uses are permitted in a … zone", a judge is entitled to place his or her thumb over the *head note* when reading the bylaw. Note that generally land use bylaws are construed in favour of owners with rights affected, so if the bylaw makes no sense in the absence of the *head note* it may be held to be vulnerable to attack due to uncertainty.

Section 14(1) of the *Interpretation Act* provides that a bylaw binds the provincial government unless an enactment expressly states otherwise. However, section 14(2) says a bylaw that would bind or affect the provincial government (including its agents) in the use or development of land or construction or use of improvements does not bind or affect the provincial government or its agents. A crown corporation is often an agent, as stated in its governing statute.

Section 28(2) of the *Interpretation Act* provides that gender specific terms include both genders and include corporations. Section 28(3) of the *Interpretation Act* (British Columbia) provides that in a bylaw words in the singular include the plural and words in the plural include the singular. For example, if an owner in a building bylaw is entitled to apply for a building permit, then two owners under a joint tenancy arrangement may apply for the building permit.

Section 28(4) of the *Interpretation Act* provides that if a word or expression is defined in (a) the *Interpretation Act*, (b) the *Community Charter* or *Local Government Act*, or (c) the bylaw itself, then other parts of speech or grammatical forms of the same word or expression in the bylaw have corresponding meanings.

Section 32 of the *Interpretation Act* says a reference to another enactment of the provincial government or of Canada is a reference to another enactment as amended. This does not apply to local government bylaws. Accordingly, when repealing or referring to another bylaw it is necessary to recite the bylaw and add the words "as amended".

Section 12 of the *Interpretation Act* provides that definitions in a bylaw (unless otherwise stated) are applicable to the entire bylaw including the section containing the definitions. Section 40(1) of the *Interpretation Act* provides that definitions in the *Local Government Act* and the *Community Charter* are deemed to apply to bylaws made under those Acts. It is acceptable to modify these definitions for the purposes of the bylaw if this is done carefully.
Section 29 of the *Interpretation Act* provides that all of the definitions listed in those sections apply to every bylaw enacted by a local government even if the words or phrases are not again defined in the bylaw. Some of the words or phrases have specific meanings that must be carefully considered when drafting a bylaw. For example, "holiday" is expressly defined. "Shall" is to be construed as imperative. This is important when considering whether a bylaw imposes a private law duty of care on the local government. Words or terms defined in the *Interpretation Act* include "corporation", "deliver", "holiday", "land", "mail", "may", "minister", "minor", "month", "municipality", "must", "newspaper", "peace officer", "person", "prescribed", "property", "regional district", "rural area", "security", "shell", "words", and "year".

The effect of Section 40(1) of the *Interpretation Act* is that the interpretation section of the *Community Charter* or *Local Government Act* extends to all bylaws relating to municipal matters. It is therefore important when drafting the interpretation section of a bylaw to note the definitions in the municipal legislation. One may expand on or clarify the definitions in the municipal legislation.

Bylaw Drafting (continued from page 8)

The effect of some of the definitions in the municipal legislation may be unexpected in relation to a bylaw that is being drafted. "Owner" is defined in relation to real property and includes a person in lawful possession, (e.g., tenant for life). It is not defined to include an agent of the owner (such as a contractor on behalf of an owner who is building or a lawyer on behalf of an owner who is applying for an approval) unless the bylaw so states. "Parcel" means any lot, block or other area in which land is held or subdivided (other than a highway). It therefore may be inadvisable to refer to "lot" throughout a zoning or subdivision bylaw instead of "parcel", especially in light of the existence of district lots and strata lots. It is interesting to note that "highway" includes a "bridge".

In conclusion, remember when drafting or interpreting a bylaw that it is necessary to consider carefully the provisions of the *Interpretation Act*. ***Don Lidstone, Q.C.***

"Promised" Permits…

An interesting argument was addressed recently by the B.C. Supreme Court in *Adams Lake Indian Band v. Minister of Forests, Lands and Natural Resource Operations and Sun Peaks Resort Corporation,* 2013 BCSC 877. The Ministry had granted a licence of occupation under the *Land Act* to the Resort Corporation, and also anticipated granting it a licence to cut under the *Forest Act*. The petitioners sought judicial review of both grants, seeking to quash the licence of occupation, and to enjoin the grant of any licence to cut.

The Province, however, argued that the grants were not reviewable by the Court under the *Judicial Review Procedure Act* "because they are not statutory decisions but are, rather, acts authorized by contract" (para. 12). This argument was based on the "Master Development Agreement" for the development of the Sun Peaks Ski Resort, which the Province and Corporation had entered into 20 years earlier. The 1993 Agreement contemplated that the Resort Corporation would not construct any recreation improvements (e.g. new ski lifts and runs) until it had made applications to the Province under the *Land Act* and the *Forest Act.* Conversely, the Agreement provided that the Province would not unreasonably withhold authorizations from the Corporation.

The Province and Corporation argued that the Agreement "simply incorporates into a private contract a process described in legislation" (para. 16), and therefore, the grants were not "statutory decisions" under the *Land* and *Forest Act*s subject to judicial review. The effect of this argument would be to remove an important mainstay in our constitutional and judicial structure—that is, citizens' ability to ask the Court to review government action (such as granting rights to public resources) to ensure that the action is lawful. It would turn what is normally a matter of public law into a private law matter between only the two parties to the Agreement.

The Court was not persuaded.

An agreement between a government and a private entity that contemplates that each party will take steps that are required by legislation does not contract the parties out of the legislation. "When parties to a contract agree to take steps subject to a particular Act, the parties are recognizing that their actions must be carried out in compliance with law" (para. 16). "The fact that the government has contractually committed itself to make the grants does not change their essential character as exercises of statutory authority" (para. 14).

Promised Permits (continued from page 9)

Project proponents may have a remedy in breach of contract if a government is unable to issue an approval it has promised by contract, but a contract "cannot relieve" the government of its legal obligations in making the statutory decision (para. 38). It is important to note though that the principle articulated by the Court in this case does not affect contract commitments made by government that do not involve future decisions that are made under statute or bylaw.

What this means for government, including local government, is that government cannot purport to constrain future statutory decision-making (including decision-making under bylaws) by contract. Government cannot properly promise to fetter discretion in future statutory decision making, nor to avoid legislative or common law developments that may affect future statutory decision making. The law may develop or change between the date of the Agreement, and the date of the subsequent application and decision (as here it had, by the common law development of the Crown's duty to consult). Each decision made under statute or bylaw must be made in accordance with the requirements of law at the time the decision is made—not what the law was at the time the contract was entered into. That is a risk inherent in a public/private contract which contemplates future statutory (or bylaw) decisions.

However, all of this is not to say that the existence of a government contract is irrelevant to the statutory decision-making process. The Court also rejected the petitioner's argument that it was improper for the Province to consider the Master Development Agreement in issuing the permits. "To the contrary, in making statutory decisions, the existence of a contract is a relevant and proper factor for the Crown to take into consideration" (para. 106).

Maegen Giltrow

Kuciuk v. Sechelt (District), 2013 BCSC 528

The validity of an OCP amendment bylaw and a zoning amendment bylaw were at issue in this case. The bylaws were passed in order to allow the processing of sturgeon and sturgeon roe at Target Marine Hatcheries Ltd.'s fish hatchery in the otherwise residential Tillicum Bay area of the District of Sechelt.

The Petitioner challenged the bylaws on three grounds:

1. Sechelt failed to consider the OCP Bylaw in conjunction with its waste management plan as required by s. 882(3)(a)(ii) of the *Local Government Act*;
2. Sechelt failed to properly consult those affected by the amendment to the OCP as required by s. 879 of the *Local Government Act*; and
3. The Petitioner's right to participate at the public hearing held pursuant to s. 890 of the *Local Government Act* was frustrated by a lack of information respecting the change to the waste disposal method to be employed by Target Marine.

The court rejected each of Kuciuk's claims, on the basis that the bylaws complied with *the Local Government Act* requirements. First, the court held that s. 882 required Sechelt to consider the OCP in conjunction with its waste management plan only at the time the OCP was adopted, not when the plan was amended. Additionally, the court held that the term "waste management plan" in that section refers only to those plans approved by the Ministry of the Environment.

***Kuciuk v Sechelt* (continued from page 10)**

Regarding the failure to consult, the court held that the consultation process is less rigorous than the public hearing process, and that the consultation that had occurred was adequate under the applicable reasonableness standard of review. There had been broad community discussion regarding the proposed change of use. In particular, the District had invited consultation from those in the community whose interests might be affected by the bylaws and had held a public hearing. The Court also found that the petitioner was aware of the proposed plan and has commented on the issue both in writing and at the public hearing. There was also no evidence of undisclosed material or information respecting waste water, which was the issue the Petitioner was concerned with.

Finally, the court rejected the Petitioner's argument based on s. 890. It held that it was not necessary for Sechelt to disclose all of the details of possible methods of disposing waste water in order to comply with s. 890. Rather, s. 890 required Sechelt to provide a reasonable opportunity for those who believed their interests in property were affected by the bylaws to make representations regarding those bylaws. As the Petitioner had both made written and oral submissions regarding the bylaws, the obligations imposed by s. 890 had been met.
Sara Dubinsky

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Paul Hildebrand is Associate Counsel at Lidstone & Company. Paul is the head of the law firm's Litigation Department. He won the Gold Medal in law at the University of British Columbia in 1980. Paul has a Doctorate in Economics in addition to his Law Degree and Master of Science degree in mathematics. For nearly 29 years, Paul Hildebrand has practiced law in the area of complex litigation, including a 12 year stint with McAlpine & Company, one of the leading complex litigation firms in Canada. Paul is responsible for the conduct of our local government clients' litigation matters, including defense of claims, insurance matters, suing other parties, injunctions, appeals, and other litigation related matters. He also has expertise in regard to arbitration, mediation and conciliation. He has done securities work, including financings for public and private companies, and real estate transactions.

Lindsay Parcells practices municipal law with a particular interest in land use, real property, corporate, commercial, mediation and environmental matters. Lindsay has 20 years of legal experience. He was called to the Alberta bar in 1992 and the British Columbia bar in 1995. Lindsay completed a Masters degree in Municipal Law from Osgoode Hall Law School in 2009 and a combined Bachelors of Laws and Masters of Business Administration degree from Dalhousie University in 1991. Before attending Law School, he served for one year as a legislative intern at the Alberta Provincial Legislature. Lindsay is currently Co- Chair of the Municipal Law Section of the BC Branch of the Canadian Bar Association.

Maegen Giltrow practices in the areas of governance, bylaw drafting, environmental law and administrative law. She is also a well known practitioner in the area of aboriginal law, and negotiated a treaty and worked on the Constitution, land use and registration laws and regulatory bylaws for a number of First Nations before she entered the practice of municipal law. Maegen clerked with the British Columbia Court of Appeal after graduating from Dalhousie Law School in 2003.

Lidstone & Company Personnel (continued from page 11)

Don Lidstone Q.C. has practiced generally in the area of local government law since 1980. His municipal law focus is in the areas of constitutional, administrative, and environmental law, particularly in respect of governance, land use/sustainable development, regulatory approvals, and legislative drafting. Invited to speak regularly at conferences, symposia and universities, he has chaired the Sustainable Region Initiative (Governance and Finance), Liquid Waste Expert Review Panel, Fire Services Review Panel, Whistler Waste Blue Ribbon Panel, and the Municipal Law Section of the British Columbia Branch of the Canadian Bar Association. Don has published numerous papers and manuals and consulted on the development of the *Community Charter* and other municipal statutes in a number of provinces. He was designated Queen's Counsel in 2008.

Sara Dubinsky is a litigation lawyer and handles bylaw enforcement matters. She also provides legal opinions on a wide variety of issues, and is the go-to person in our firm for conflict of interest opinions. Sara is a graduate of the University of Victoria Faculty of Law. Sara summered with a boutique litigation firm in Vancouver and appeared at the Braidwood Commissions of Inquiry on behalf of the British Columbia Civil Liberties Association, where she articled. Sara received three awards in law school for her performance in the Wilson Moot Competition.

Marisa Cruickshank advises local governments in relation to a variety of matters, with an emphasis on labour and employment, constitutional, administrative and environmental law issues. Marisa completed her law degree at the University of Victoria. She was awarded five major scholarships and academic awards. She also served as a judicial law clerk in the British Columbia Court of Appeal.

Lisa van den Dolder prepares legal opinions, agreements and bylaws in relation to a wide variety of local government law matters. Lisa completed her law degree at the University of Victoria and has a Master's Degree in English from the State University of New York at Buffalo. Lisa completed her undergrad at Thompson Rivers University with a BA in Psychology and English, and before studying law she managed website content for entities in the UK. Lisa has had co-op terms as an advisor at the University of Bristol's Law Clinic in England and as a Contract and Policy Analyst at the Capital Regional District in Victoria.

Matt Voell is a litigation lawyer and also prepares legal opinions, agreements and bylaws in relation to a wide variety of local government law matters, with a strong interest in labour and employment law and trademarks, copyrights and heraldry. Matt obtained his law degree at the University of British Columbia then worked as an Ethics and Research Fellow in the areas of health and intellectual property policy. Prior to commencing articling Matthew partially completed a Master of Laws graduate degree, and in his spare time continues to work on his graduate thesis.

Carrie Bavin is our articled student. Carrie graduated from the University of Victoria Faculty of Law in the spring of 2013, and commenced the Professional Legal Training Course shortly thereafter. Carrie was selected as a top applicant from her first year law class for a fellowship to generate research reports on debt regulation. Carrie's legal academic paper on the legal consequences of failing to regionalize BC's police forces was nominated for a law faculty writing award. Carrie has received numerous other awards throughout her academic career. Prior to going to law school Carrie worked as an independent communications professional for the provincial and federal government, non-profit organizations and the private sector.