LIDSTONE & COMPANY

LAW LETTER

In This Issue

OIPC/UNDRIP Decision	Purchasing Technology	Latecomer Agreements	Trailer Parks	O.K. Industries Ltd. v District of Highlands
Will Pollitt	*Rahul Ranade*	*Lindsay Parcells*	*Anthony Price*	*Sara Dubinsky*
Page 3	**Page 5**	**Page 7**	**Page 9**	**Page 11**

Greenhouse Gas Pricing

The Supreme Court of Canada has released its decision regarding the federal *Greenhouse Gas and Pollution Pricing Act*. Vancouver, Victoria, Richmond, Squamish, Nelson, and Rossland intervened in the appeal to uphold the carbon pricing regime. Their joint submission was embraced by Canada as part of the submission in favour of the federal scheme. The case included three appeals, one each from the Ontario, Saskatchewan, and Alberta Courts of Appeal.

Upholding the federal scheme means it will continue to apply in provinces which do not have a substantially equivalent system. In British Columbia, the carbon tax which has been in place for 13 years has already been held to be equivalent.

The BC carbon tax is revenue neutral. It applies to the purchase of fossil fuels and proceeds are spent on climate action measures which for local governments include industry competitiveness, new green initiatives, and low-carbon innovation and emission reduction projects.

There are other key benefits of the court decision for British Columbia municipalities. In the context of the discussion of "taxes" versus "regulatory charges", the court noted that a charge or fee can have the purpose of altering behaviour. In this regard, section194(1) of the *Community Charter* provides that a council may impose a fee in respect of the exercise of the authority to regulate, prohibit or impose requirements (in addition to the authority to impose a fee for a service/work/facility or use of municipal property). The Supreme Court of Canada decision opens the door for carefully designed fee structures to help alter behaviour in the context of climate change action and resilience, if combined with valid and reasonable regulatory bylaws.

Two of the provincial appeal courts had said climate change, and governments' willingness to mitigate and adapt, is the most pressing issue of our time. The key issue in this case is the extent the federal government can require minimum emissions pricing in all provinces.

Chief Justice Richards of the Saskatchewan Court of Appeal stated that climate change impacts on Canadians include "…thawing permafrost, increases in extreme weather and extreme weather events such as forest fires, degradation of soil and water resources, increased frequency and severity of heat waves, and expansion of the ranges of vector-borne diseases. Predictions

The Law Letter is published quarterly by:

LIDSTONE & COMPANY
BARRISTERS AND SOLICITORS

Telephone: 604.899.2269
Toll Free: 1.877.339.2199
Facsimile: 604.899.2281

lidstone@lidstone.ca
www.lidstone.ca

All rights reserved. All content
Copyright © 2021 Lidstone & Company.

The information contained herein is summary in nature and does not constitute legal advice. Readers are advised to consult legal counsel before acting on the information contained in this Newsletter.

This Newsletter is circulated in PDF format by request.

show that Canada's temperature, particularly in the Arctic, will warm at a faster rate than that of the world as a whole".

The Ontario Court of Appeal Court decided the environment is an area of shared constitutional responsibility and the carbon pricing legislation "is Parliament's response to the reality and importance of climate change while securing the basic balance between the two levels of government envisioned by the Constitution".
Local governments are at the front line in the struggle to resist and respond to adverse consequences of climate change, and in addition to their own collective local efforts must look to the other orders of government to implement changes to control greenhouse emissions. Local governments also have an interest in one of the central legal issues before the Court – the distinction between regulatory charges and taxes. The criteria for distinguishing taxes and regulatory fees, and limits on regulatory fees, affect the powers to impose such fees in other contexts beyond greenhouse emissions.

"The municipalities argued the pith and substance of the legislation is properly framed as an issue of "national concern" and housed under the Peace Order and Good Government powers of Canada."

To ensure all matters were given to one head of government or another, the *Constitution Act 1867* included two important catch-all provisions. Under section 92(16), the Provinces have "generally all Matters of a merely local or private Nature in the Province". The federal government, under section 91, has the residual power to "make Laws for the Peace, Order, and good Government of Canada, in relation to all Matters not coming within the Classes of Subjects by this Act assigned Exclusively to the Legislatures of the Provinces".

After determining a law's "pith and substance" or "true character" (by examining both intrinsic evidence, such as the preamble, and extrinsic evidence, such as the surrounding circumstances), the Court must determine whether the matter falls under any of the powers of the provinces or Canada.

The leading case on "national concern" is *Crown Zellerbach*: does the matter have a distinctiveness and indivisibility that clearly distinguishes it from matters of provincial concern? In this regard, a court considers the

effect on extra-provincial interests of a provincial failure to regulate the “matter” and whether the scale of impact of the federal Act is reconcilable with the constitutional distribution of legislative power.

In the carbon pricing case, the Supreme Court of Canada has affirmed Canada’s power to promote climate action at the national level, while providing for minimum standards in the provinces. Chief Justice Wagner wrote: “Any province’s failure to act threatens Canada’s ability to meet its international obligations (and) ability to push for international action to reduce GHG emissions”.

Administrative Bodies and UNDRIP

In 2019, British Columbia enacted the *Declaration on the Rights of Indigenous Peoples Act* (“**DRIPA**”). DRIPA commits the province to bring its laws into harmony with the United Nations Declaration on the Rights of Indigenous Peoples (“**Declaration**”). DRIPA is the first legislation of its kind in Canada and follows rising public interest in reconciliation.

Many local governments are interested in DRIPA and the Declaration. Indigenous governing bodies increasingly expect local governments to comply with DRIPA and the Declaration. Local governments may also experience growing public pressure to promote reconciliation and to adopt or affirm the Declaration.

These efforts can raise particular challenges for local governments. As administrative bodies, local governments are constrained by their statutory framework, and their decisions must be reasonable or correct given that framework. This can create friction in that neither the Declaration or DRIPA amend municipal legislation in BC, despite their political or social significance. How DRIPA and the Declaration impact this framework is therefore an open legal question.

In *British Columbia (Health) (Re)*, 2020 BCIPC 66 (CanLII), <https://canlii.ca/t/jcbrw> (the “**Decision**”), the Information and Privacy Commissioner considered arguments on how DRIPA and the Declaration impacted the legislative framework for its decision making. This decision is not legally binding or factually relevant for local governments. However, it is an example of how other administrative bodies are grappling with DRIPA and the Declaration.

Background

In 2007, the United Nations adopted the Declaration. The Declaration is a broad

statement of how states should interact with Indigenous peoples. It addresses a range of issues, from self-determination to education and land rights. In Canada, the Declaration is often associated with the concept of "free, prior and informed consent." This reoccurs throughout the Declaration, and generally requires states make good faith efforts to obtain Indigenous peoples' free, prior and informed consent prior to legislative or administrate decisions that may impact them.

> **"The Decision is interesting for how administrative bodies in the province apply DRIPA and the Declaration. Indigenous governing bodies increasingly cite the Declaration and DRIPA in their interactions with local governments."**

DRIPA commits the Province to "take all measures necessary to ensure the laws of British Columbia are consistent with the Declaration": s. 3. It also creates procedural mechanisms to guide this process, like creation of an action plan and regular update reports. DRIPA does not however substantively change provincial legislation. In introducing DRIPA, the Province has generally described it as a roadmap or framework for reconciliation. In the short run, however, it does not substantively amend the Province's laws.

The Decision

In the Decision, three Indigenous governing bodies sought disclosure regarding the spread of COVID-19 in surrounding communities. Section 25(1) of the *Freedom of Information and Protection of Privacy Act* ("FIPPA"), and FIPPA broadly, provided the legislative framework for this request. The Indigenous governing bodies, in making their request, argued the Commissioner was required to interpret this framework consistently with DRIPA and the Declaration: para. 26. Substantively, they argued this shifted the evidentiary burden under section 25 of FIPPA, such that the Province would have to establish why disclosure was inappropriate.

The Province, through the Ministry of Health, opposed this application of DRIPA. It argued DRIPPA had "not created a duty on government to support new statutory interpretations or take a retrospectively revised view on the intent of the Legislature": para. 30.

The Commissioner disagreed with the Indigenous governing bodies on this issue. It found DRIPA was not part of the same statutory scheme as FIPPA as both dealt with different subject matters: para. 32. As such, DRIPA would not significantly inform the interpretation of FIPPA under the modern approach to statutory interpretation. Substantively, it found that, had the Province intended to change the operation of FIPPA, the Province would have amended the legislation. It acknowledged the strong policy concerns surrounding Indigenous self-government and reconciliation but found these did not allow it to "read words into FIPPA": para. 34. The Commissioner ultimately declined to order disclosure of the information sought.

Significance for Local Governments

Further to the introduction, the Decision has no direct legal significance for local governments. The Commissioner's decision is not binding and, in any event, considered a separate statutory and factual framework than local governments.

However, the Decision is interesting for how administrative bodies in the province apply DRIPA and the Declaration. Indigenous governing bodies increasingly cite the Declaration and DRIPA in their interactions with local governments. For example, arguing local governments should apply its land use planning scheme consistently with DRIPA or the Declaration. The reasoning in the Decision however suggests DRIPA and the Declaration do

not alter the statutory scheme for local government decisions. Moreover, neither DRIPA nor the Declaration would substantively alter the legal rights or obligations of local governments until the Province amends this statutory scheme.

~ Will Pollitt

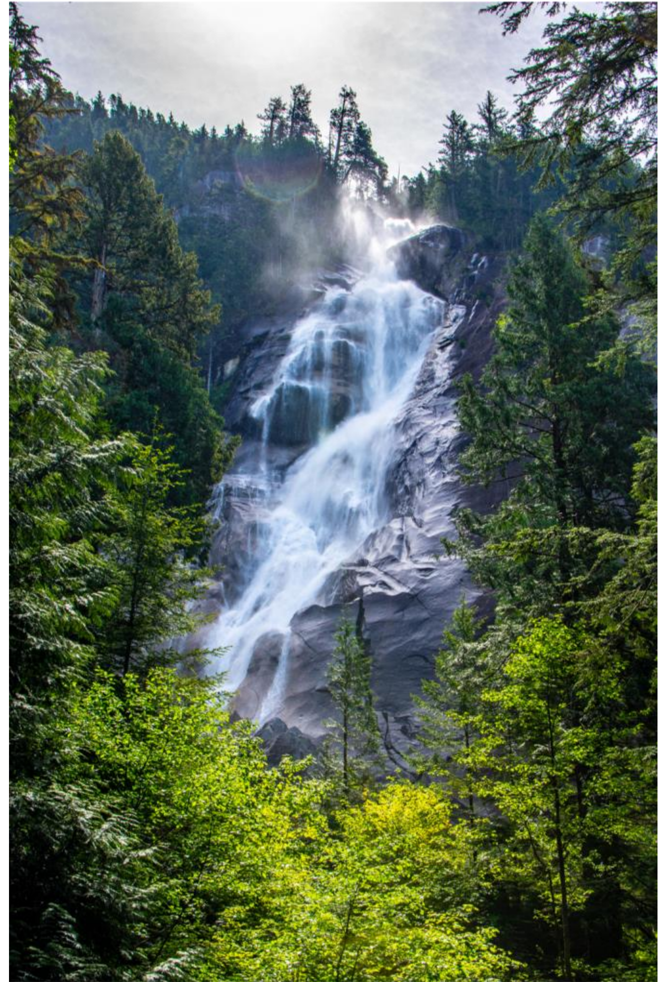
Purchasing Technology

Local governments today spend significant resources on purchasing services and products related to information technology. Such purchases span the range from municipality-wide systems (e.g., GIS-based work order management system) to individual mobile or desktop devices for staff use.

Typically, when purchasing low-value items "off the shelf", there is little room to negotiate contract terms. However, when making major technology purchases, local governments have the opportunity, and should use it, to ensure that unfavourable contract terms are avoided. In this article, I will discuss some common contracting pitfalls present in technology purchases, and how local governments may approach such terms during the procurement or negotiation process.

The challenge to negotiating contract terms in technology contracts is that unlike construction procurement where industry-standard contractual documents such as MMCD are available to the local governments, there are no similar tried-and-tested contractual documents for technology purchases. Instead, purchasers have to rely on vendors' cookie-cutter terms (sometimes called "standard terms") as the starting point for negotiations. Such standard terms proposed by vendors tend to favour the vendors' interest and must therefore be reviewed carefully.

Below are some undesirable contractual provisions that are frequently found in contract language proposed by vendors.



Limitation on liability

Technology vendors that provide long-term services (say, 3-year software support after installation) typically seek to limit their monetary liability to *actual* fees paid to the vendor over a 6- or 12-month period prior to the dispute arising. The problem with such a term is that payment on such contracts is often front-loaded and little fees may be paid in later years. If a dispute arises in the fourth year of a 5-year contract, the fees paid in the preceding 6- or 12-month duration may represent a very small fraction of the contract price, thus significantly

restricting the local government's monetary remedy.

Limitation on warranty period

Technology vendors will often propose a short warranty period (say, 3 months) on products, even if such products have an intended service life of several years. The hazard presented by such a short warranty period is that the local government may not, in that short and early period, get an opportunity to test and use the product sufficiently to detect defects. Often, these early months are spent in mobilization of the new infrastructure and training of staff.

During contract negotiations, local governments should consider if the proposed warranty period will be sufficient for testing the product and detecting defects. If not, a longer warranty period may be insisted upon. There is no 'golden rule' for how long a warranty period should be; it will vary by nature of the product and how quickly it can be sufficiently tested in real-world scenarios.

In negotiating limitations on liability, local governments should insist on maintaining a limitation on liability that is not less than either (a) the *total* contract price or (b) the *total fees paid* from the time the contract was executed to the time the dispute arises.

Auto-renewal of contracts

Vendors who provide multi-year technology support services often propose terms requiring that the contract be automatically renewed upon expiry unless the purchaser takes affirmative steps to reject such renewal. The risk here is that unless the local government has a robust contract management system (which is often not the case), such vendor contracts may get renewed even when the vendor's performance has not been satisfactory during the original contract term or the vendor's offering is no longer needed.

Unless the local government intends such auto-renewal and has high confident in its own contract management system, it should insist on removing any automatic renewal clauses from technology contracts.

Out-of-province dispute resolution

Because technology vendors are often out-of-province companies (e.g., headquartered in Ontario or in the US), proposed contract terms may include a provision stating that disputes arising from the contract must be resolved in courts of Ontario or California and the law of that jurisdiction would apply. Agreeing to such a term puts the local government purchaser at a severe disadvantage as it effectively lessens the possibility of the purchaser finding a legal remedy. This is so because, unless the purchase is of significant value (say, $50,000 or higher), it may not be financially viable to attempt litigation in an out-of-province court or American court. Further, all legal protections available in British Columbia may not be available in that outside jurisdiction, whether within Canada or elsewhere.

To avoid this unpleasant result, local governments should pay attention to the dispute resolution clause during contract negotiations and make sure that the contract allow the local government to bring action in a British Columbia court and that the law of British Columbia will apply.

A tactical note

Unlike construction contracts, technology products and services are typically sought through the RFP process (as opposed to an invitation to tender), which means that negotiation of terms is often pushed to the end of the procurement process. If all compliant vendors propose unfavourable terms such as those discussed above, the local government's

negotiating leverage is limited. To avoid such a situation, local governments should identify certain critical contractual clauses within the RFP and require that proponents provide a statement in their proposal that, if shortlisted for negotiation, such clauses will be accepted as proposed in the RFP.

~ Rahul Ranade

Latecomer Agreements

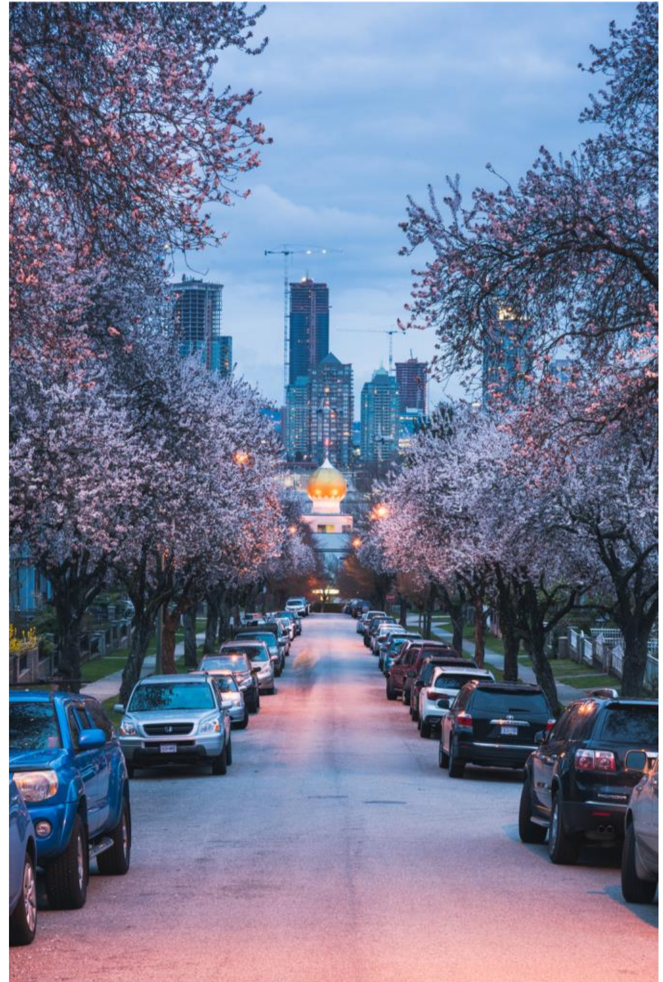
Legislative framework

A latecomer agreement is an agreement between a local government and a landowner who subdivides and develops the land and is required by the local government to provide "excess or extended services" and to pay all or part of the cost of those services in connection with the subdivision or development. The statutory requirements for latecomer agreements flow from s. 506 *Local Government Act* (BC) (the "***LGA***") and are prescribed in ss. 507 and 508 of the *LGA*.

Section 506 of the *LGA* permits local governments, by bylaw, to regulate and require the provision of works and services in respect of the subdivision or development of land. Under s. 506 of the *LGA*, local governments may, as a condition of the approval of a subdivision, or the issuance of a building permit, require that the owner of the land provide works and services, in accordance with the standards established in the bylaw.

As part of the works and services, a local government may also require that the owner of land that is to be subdivided or developed provide "excess or extended services" which are defined in s. 507(a) as: (a) as a portion of a road that will provide access to land other than the land being subdivided or developed; or (b) a portion of a water, sewage or drainage system that will serve land other than the land being subdivided or developed.

Under s. 507(3) of the *LGA*, if a local government makes a requirement for excess or extended services, the costs for excess or extended



services may be paid by the local government or, if the local government considers its costs to provide all or part of the services to be excessive, it may require the owner to pay all or part of the costs. Where the local government pays all or part of the cost of excess or extended services, under s. 508(3), it may recover its costs by: (a) a "latecomer charge"; (b) a local service tax imposed in accordance with Division 5 of Part 7 of the *Community Charter*; or (c) by fee imposed

in accordance with s. 397 of the *LGA* or s. 194 of the *Community Charter*.

Under s. 508(1) of the *LGA*, if the owner is required to pay all or part of the costs of excess or extended services, the local government must: (a) determine the proportion of the cost of providing the highway or water, sewage or drainage facilities that it considers constitutes the excess or extended services; (b) determine which part of the excess or extended services that it considers will benefit each of the parcels of land that will be served by the excess or extended services; and (c) impose, as a condition of an owner connecting to or using the excess or

"The costs for excess or extended services may be paid by the local government or, if the local government considers its costs to provide all or part of the services to be excessive, it may require the owner to pay all or part of the costs."

extended services, a charge related to the benefit determined under paragraph (b). Under s.508(2), the local government must pay the owner all the latecomer charges collected under s. 508(1)(c), if the owner pays all the costs, or a corresponding proportion of all latecomer charges collected if the owner pays a portion of the costs.

Under s. 508(4) of the *LGA*, the latecomer charge must include interest calculated annually at a rate established by bylaw, payable for the period beginning when the excess or extended services were completed, up to the date that the connection is made or the use begins. Under s.

508(5), the latecomer charges must be collected during the period beginning when the excess or extended services are completed, up to a date to be agreed on by the owner and the local government, or if there is no agreement, a date determined under the *Arbitration Act* (BC). Under s. 508(6), no latecomer charges are payable beyond 15 years from the date the services are completed.

Contents of latecomer agreements

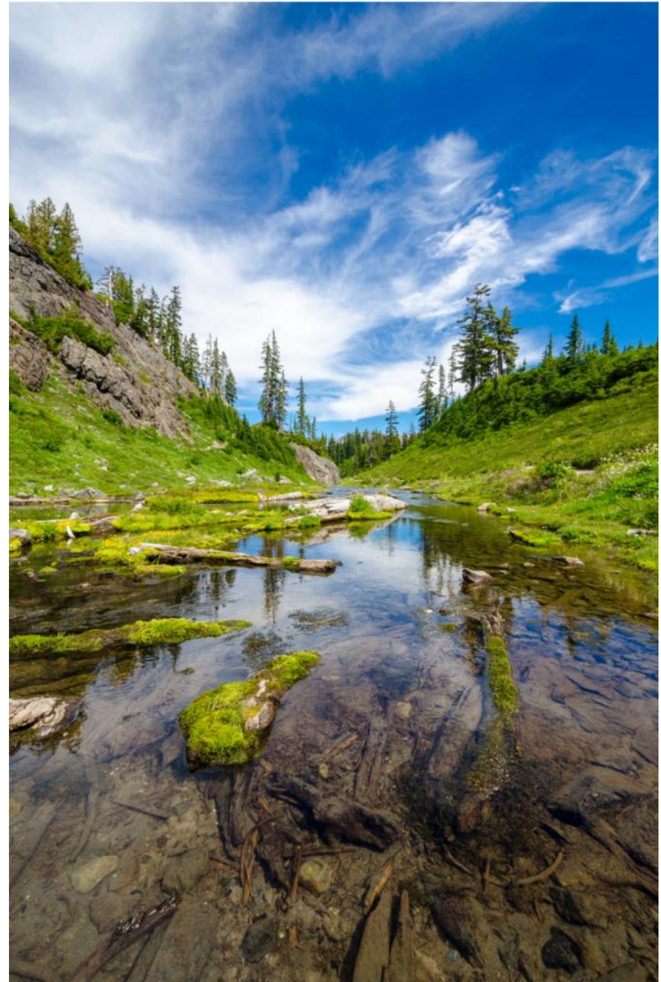
A latecomer agreement should include the following terms:

- **The names of the parties**. In the case of the owner, the name should be the same as the name registered against title to the lands being subdivided or developed.
- **The effective date that the services are completed and the term.** This important because under s. 508(5) of the LGA, the term of the agreement is a date to be agreed on by the owner and the local government, subject to s. 508(6) of the *LGA* which limits the term to no more than 15 years from the date the services are completed.
- **The excess and extended services constructed.** The nature and location of the works should be reasonably specific and should differentiate between highway, water, sewage and drainage system works. The description of the excess and extended services should also include a map attached as a schedule to the agreement that shows the location and nature of the services.
- **The costs for the works.** Costs for the excess and extended services should also be detailed in the agreement. Costs will be based on amounts agreed to by the local government and owner and accompanied by receipts and other documentation supporting the costs. The cost information should include: 1) the total cost of each of the services constructed by the owner (highway, water, sewage or drainage) and 2) the proportion of the cost of providing the facilities that constitutes the excess or extended services. This information

is often detailed in a schedule attached to the agreement.

- **Who pays the costs for the excess or extended services.** Responsibility for payment of the costs for excess or extended services will be either the local government or the owner or a combination of both.
- **The benefitting lands.** The lands that will benefit from the excess and extended services should be legally described and it is recommended that a schedule showing the benefitting lands be included with the latecomer agreement.
- **How latecomer charges are to be calculated and recovered from benefiting lands.** Section 508 of the LGA does not specify how latecomer charges are to be calculated against benefitting lands and so the latecomer agreement should specify how this is to be done. For example, latecomer charges may be calculated on the basis of area with the costs of excess and extended servicers distributed among benefitting lands in accordance with their respective areas. Alternatively, latecomer charges may be calculated on the basis of frontage with the costs of excess and extended services distributed among benefitting lands based on their respective frontage on the road or utilities lines constituting excess or extended services. Whichever method is used, the calculation and recovery of latecomer charges should be equitable and readily calculated.
- **No assurance of recovery of latecomer charges and release.** The latecomer agreement should also include provisions that the owner acknowledges and agrees that the local government provides no assurance that latecomer charges will be recovered under the agreement and that the owner releases the local government from any claims in the event that latecomer charges are not recovered

~ Lindsay Parcells



How to Avoid Becoming a Landlord of a Trailer Park

Some people live in their vehicles. The reasons for doing so can vary. They might live in their vehicle as a lifestyle choice or due to poverty. Some local governments operate campgrounds. The reason for doing so usually does not vary. The campgrounds are typically intended for short term recreational use and not a place of permanent residence.

In fact, the RTB revised its policy in May 2020 so that it is now easier for an RV dweller to become a tenant in a "campground". If a camper is deemed to be a tenant, it will then likely be difficult (and potentially expensive) to evict the camper from the campground. We expect that most local governments would prefer to avoid inadvertently becoming a landlord of a "trailer park".

The purpose of this article is to briefly identify the risk of the MHPTA and provide some general suggestions on how to mitigate that risk. We encourage local governments to obtain legal advice if there are longer term vehicle dwellers staying in their campgrounds.

The RTB will apply the MHPTA if there is a "tenancy" at what is considered by the RTB to be a place of "permanent residence". The RTB's focus is on the specific camper and specific site, and the tenancy legislation might apply even if adjacent sites are only used on a short term basis by recreational campers. The RTB decisions indicate that a typical example of an RV dweller becoming a tenant is when someone has lived at a campsite for a few years, with permanent services provided to the site (such as a frost-free water connection) and some permanent features added to the site, such as wood decking.

The RTB's approach is that the wording of any campsite agreement is not conclusive because if it was vulnerable tenants might be forced to contract out of their rights under tenancy legislation. The RTB will consider the wording of the agreement but will also look at a number of other factors to determine if the legislation applies. Local governments therefore should not assume that their campground agreements alone provide for "immunity" from the MHPTA.

Municipal bylaws may also not be conclusive. If the campground is regulated by a parks bylaw or a campground bylaw, a recent RTB decision has indicated that the RTB may defer to such council regulation. However, the RTB policy also provides that zoning which prohibits residential use is not a critical factor when assessing if there is a tenancy. Section 40(1)(j) of the MHPTA allows a landlord to evict if needed to comply with an "order" of a "municipal government authority", but this is premised on someone already being a tenant, and the meaning of "order" in this section has yet to be definitively interpreted.

Some suggestions to mitigate the risk of the MHPTA applying to a municipal campground are as follows:

1. Campground fees should be charged on a daily and not monthly basis, GST should always be charged on fees, and a camper should not pay directly for any utilities which they specifically used.
2. The camping agreement should at the very least expressly state that it is only granting a license to use a campsite, that possession remains with the local government, and that the agreement can be cancelled at any time.
3. The local government should maintain control of sites by prohibiting the construction of even temporary looking structures, by restricting visiting hours, and by having staff regularly attend at sites without notice to enforce campground rules or carry out cleaning.
4. Campers could be prohibited from staying at a specific site for more than a certain period of time (such as 2 weeks or 1 month) so that specific sites do not become "homes" in their eyes or the eyes of the RTB. This policy might allow campers to relocate to a different campsite in the same campground, with the vacated campsite then cleaned up and made available to someone else.

5. A campground bylaw with provisions allowing for evictions may provide for bylaw enforcement outside of the jurisdiction of the RTB.
6. If a local government is interested in operating a campground as a social housing venture, it may wish to work with the province so that an express exemption is provided for in the tenancy regulations. Such exemptions do exist under the Residential Tenancy Act, SBC 2002, c. 78 for other social housing projects, but this does not appear to have yet occurred for situations which look more like manufactured home parks.

~ **Anthony Price**

O.K. Industries Ltd. v District of Highlands, 2021 BCSC 81

A recent decision of the BC Supreme Court is making waves in local government circles.

In *O.K. Industries Ltd. v District of Highlands* the Chief Justice ruled that the District's OCP and six other bylaws have no application to provincially permitted mines or activities integral to mining, and will only resume legal effect when the mining activities are complete.

O.K. Industries Ltd. purchased a property from the Province in 2015. The property is within the District's boundaries. The company received a quarry permit from the Senior Inspector of Mines in March 2020, which authorized drilling, blasting, excavation, hauling, crushing, screening, stockpiling, load-out and reclamation activities. It also contained conditions regarding when clearing and logging could take place.

The company began logging the site in October 2020, without a municipal tree cutting permit. This prompted the District's bylaw enforcement officer to issue a cease work order. In response, the company commenced the court proceedings seeking orders that its quarry is not subject to any of the following District bylaws: the OCP and

DP areas, Zoning Bylaw, Soil Use Bylaw, Blasting Bylaw, Tree Management Bylaw and Building Bylaw. The District had indicated to the company that each of these bylaws required the company to obtain permits in order to engage in the quarrying operation. In short, the Chief Justice disagreed.

The basis of the ruling is an earlier Court of Appeal decision, *Cowichan Valley (Regional District) v. Cobble Hill Holdings Ltd.,* 2016 BCCA 432, which held that the Province has exclusive jurisdiction over all activities that fall within the scope of the definition of "mine" in the *Mines Act* and which are authorized by a provincial permit. The rationale underlying the *Cobble Hill* decision

results from the combined effect of the definition of “land” under the *Community Charter,* which expressly excludes (aspects of) mines, and the broad definitions of “mines” and “mining activity” under the *Mines Act*. In essence, the Court of Appeal held that local governments do not have jurisdiction to regulate mines, because local government jurisdiction over “land” excludes mines.

However, the definition of “land” in the *Community Charter* does not on its face exclude all mines and mining activity, which is how it appears to have been applied by the Court of Appeal in *Cobble Hill*. Rather, the express language is that “mines or minerals belonging to the Crown” and “mines or minerals for which title in fee simple has been registered in the land title office” are excluded from the definition of land. Prior decisions interpreted this to mean that something narrower than all mines and mining activity is exempt from the definition of land.

The CVRD sought leave to appeal the *Cobble Hill* decision to the Supreme Court of Canada, however leave was denied and so *Cobble Hill* remains binding jurisprudence in BC.

Ultimately, because the Chief Justice was bound to follow the earlier Court of Appeal decision, the result in the *Highlands* case is not surprising. It remains to be seen if the Court of Appeal can be persuaded to revisit the broad conclusions reached in *Cobble Hill* in a subsequent case.

~ Sara Dubinsky

Introducing Greg Vanstone

Greg Vanstone is joining our firm April 19 as Senior Counsel. Greg has devoted the majority of his 37-year legal career to representing local governments and school boards. After being called to the bar in 1984, Greg practiced with one of the first boutique municipal law firms in British Columbia, Thompson & McConnell, until 2002, acting for numerous local governments in BC. Following that he spent 18 years as City Solicitor for City of Delta.

Having spent most of his career providing advice to local governments, Greg has lived the entire range of issues. At our firm, he will be focusing on real property, land use & development files, and drafting/reviewing legal opinions. He will also be a mentor for the benefit of more junior solicitors in our firm. In the past Greg has helped local governments navigate numerous issues, including land use regulation, real estate development, expropriation, land acquisition and disposition, procurement, taxation, governance, claims, risk management, and bylaw drafting and interpretation. He has law and commerce degrees from UBC and has presented papers on subjects such as Subdivisions: Highways, Parks and School property.

Greg enjoys playing soccer, golfing, traveling, listening to classic rock and driving his convertible with the top down, regardless of how cold it is. He is married with two adult children.

LIDSTONE & COMPANY is the merged law firm of Lidstone and Murdy & McAllister and acts primarily for local governments in Alberta and BC. The firm also acts for entities that serve special local government purposes, including local government authorities, boards, commissions, corporations, societies, or agencies, including police forces and library boards. Lidstone & Company has been selected by the Municipal Insurance Association of British Columbia to be the provider of its Casual Legal Services available to MIABC Casual Legal Services subscribers.