



North Glenora Community League
13535 109A Avenue
Edmonton AB T5M 3Z4
www.ngcl.org
email: ngcloffice@gmail.com

SIGN-OFF

Minutes Submitted for NGCL Tripartite Signing Meeting held on September 20, 2011

Secretary's Signature

Donna Jackson
Donna Jackson, Secretary

The signature of the secretary indicates the meeting was held and the votes by the board occurred as recorded in the minutes.

President's Signature

David Van Meter
David Van Meter, President



















Sept 20/2011
Date

The signature of the president indicates the minutes of the meeting were approved by the board on the date indicated.

- 1. CALL TO ORDER.** Establish Quorum (8) for any Motions required
- 2. APPROVAL OF THE AGENDA**
- 3. BUSINESS ARISING FROM THE MINUTES**
 - 3.1. Tripartite Agreement Clarification Presentation – Natalia Krawetz
 - 3.1.1. Motions and Discussion
 - 3.1.2. Vote
- 4. ADJOURNMENT**

NEXT MEETING: Tuesday, Sept 20 2011 Executive Meeting

Attendance: QUORUM = 8

Board Position	Vote	NAME	Present	Regrets	Absent
President		David Van Meter	✓		
Past President		Jim Bohun	✓		
1st Vice President		Guy Sopiwnyk	✓		
2nd Vice President		Natalia Krawetz	✓		
Treasurer		Ryan Young	✓		
Grants Coordinator		Melissa Logan	✓		
Secretary		Donna Jackson	✓		
COE CRC		Jennifer Finnigan		✓	
Standing Committee Chairs					
Adult Activities		Rhonda Van Heyst	✓		
Buildings & Grounds		Steve Twigg	✓		
Family Activities		VACANT			
45 Plus Activities		Agnes Brennan	✓		
Hall Bookings		Pat Lencucha	✓		
Historian		Andrea Laurie	✓		
Membership		Catharina Fraser	✓		
Neighbourhood Security		Pearl Biggar			✓
Newsletter / Publicity		Frank French	✓		
Planning & Transportation		Suzanne McAfee		✓	
Sports Activities		Nelson Kibanda			✓

1. CALL TO ORDER. Establish Quorum (8) for any Motions required

The meeting was called to order by David Van Meter promptly at 7:00 p.m. Quorum of 13 voting members was established.

2. APPROVAL OF THE AGENDA

Frank French moved to accept the Agenda as presented. Seconded by Natalia Krawetz.

3. BUSINESS ARISING FROM THE MINUTES

3.1. Motion to Accept the Tripartite Agreement:

Natalia Krawetz moved that we accept the new Tripartite License Agreement between the North Glenora Community League, the City of Edmonton, and the Edmonton Federation of Community Leagues subject to changing Schedule A to reflect the agreement between the Community League and the City of Edmonton of June 18, 2003, when the skateboard area was returned to parkland under city jurisdiction.

Motion Seconded by Agnes Brennan

3.2 New Tripartite Agreement Presentation – Natalia Krawetz

- Natalia presented the background briefing document (see attached) and answered questions to provide further clarification to the points highlighted in her document

David Van Meter polled the Executive Members.

Votes in Favour: 13

Votes Against: 0

Members Abstaining 0

Motion was passed.

3.3. Motion to Sign the Tripartite Agreement:

Donna Jackson moved that David Van Meter and Natalia Krawetz be authorized to sign the new Tripartite License Agreement on behalf of the North Glenora Community League.

Motion Seconded by Steve Twigg

- There was no discussion

David Van Meter polled the Executive Members.

Votes in Favour: 13

Votes Against: 0

Members Abstaining 0

Motion was passed.

4. Clarifications of Hall Rentals under Use of Site clause of the Tripartite:**Action: Jennifer Finnigan**

City of Edmonton to provide explicit direction on the Use of Site clause.

“The League shall only use and permit the use of the Site at all times for the purpose of Recreation, as defined in the objects of its Bylaws and not for any Commercial Purpose.”

This has not changed, however, the definition of what constitutes “**Recreation and Commercial**” have been clarified in the new agreement.

NGCL currently rents the hall to some instructors (self-employed proprietors) to run “fitness” classes in the Hall. These classes are deemed to be of benefit to the community and the activity falls under the definition of recreation. We need clarification about the circumstances under which this practice can continue legally so we are operating within the terms of the Tripartite agreement.

City of Edmonton Direction via email:

From: Judy Smith
Sent: Tuesday, September 20, 2011 4:10 PM
To: Jennifer Finnigan
Cc: Shari Johnson
Subject: FW: NGCL - Clarification for our Tripartite Agreement signing

Hi Jennifer

Here is the response to Question 1 from your league:

In the Tri-partite License Agreement the intent for the use of the licensed site is that programs that occur on it or within the facilities should be run by the Community League or other not for profit organizations for the purpose of recreation.

If a program is seen as something of benefit to the community, the league should hire or contract an instructor to run that particular program.

Thanks,
Judy

5. Clarification of responsibility under What We Can and Cannot Do**Action: Jennifer Finnigan**

Licensed Area Attachment has not changed, however it appears that the Skateboard Park is under NGCL jurisdiction. Can the City of Edmonton please clarify who is responsible for

- a) the maintenance of the multi-use / skateboard area
- b) who is responsible for the insurance of the multi-use / skateboard area

Natalia Krawetz to scan the documents from NGCL files dated June 18 2003 and have City of Edmonton change attachment A prior to NGCL signing the new lease.

6. ADJOURNMENT

Motion to adjourn made at 7:15 by Jim Bohun. Seconded by Guy Sopiwnyk.

NEXT MEETING: Tuesday, Sept 20 2011 Executive Meeting commencing immediately.

TRIPARTITE AGREEMENT BACKGROUND BRIEFING

Attached is a copy of the new Tripartite Agreement which we have been asked to sign. This is based on the copy that was ratified by the Edmonton Federation of Community League Special Meeting in May at which we were represented.

As previously stated: Once we sign the lease we will get a 40% increase in our operating grant and access to a \$1.5 million/year infrastructure grant for capital projects (said to increase to \$3 million next year). No signing, no money.

KEY ITEMS OF NOTE

Relevant sections of this Agreement are listed in parentheses () beside each point.

- Clearer language, hopefully more easily understood.
- Simplified in terms of what permissions are required of whom for specific activities, especially reducing role of EFCL. Provision is made that if a League implodes, the Federation will takeover its operation until a new Executive can be put in place (42).
- Definitions: There is a separate and more comprehensive section of definitions at the front to clarify terms used.
- **Longer license period of 10 years** from Dec, 21, 2011 to Dec. 20, 2021. (3)
- Use of Site
We continue to have a non-exclusive license for the fee of \$1.00 per year. We cannot have title in the Site and we cannot use the license as security to guarantee a loan or mortgage. (2)

“The League shall **only** use and permit the use of the Site **at all times** for the purpose of Recreation, as defined in the objects of its Bylaws and **not for any Commercial Purpose**“(9). *While this has not changed from the previous agreement, it is clearer, especially since definitions are provided.*

‘RECREATION’ means recreational sports, social, community and cultural facilities and programs. (1.13)

‘COMMERCIAL PURPOSE’ means any commercial, retail, business or merchandising activity or undertaking, profession, trade, occupation, or an activity providing goods or services carried out on the Site or any portion thereof by a for-profit entity. (1.3)

RECOMMENDATION: Request the City provide explicit direction on this matter. We currently allow some self-employed proprietors to run classes in the Hall. These classes are deemed to be of benefit to the community. We need clarification about the circumstances under which this practice can continue.

As before, anyone can use our facilities by paying a membership, being an associate member or paying a reasonable fee (exclusive of rentals). (10) The City can use our facilities if they are available (11)

As before, we cannot sub-license our Facilities without written permission from the City (34).

HOWEVER, this was clarified to state that we can grant one-time and short-term booking rentals (for

TRIPARTITE AGREEMENT BACKGROUND BRIEFING

example, weekly rental) to renters for uses and conditions consistent with this Agreement without obtaining the written permission of the City. (35)

- Pesticides and Hazardous Substances

We agree not to store, bring onto the Site, or allow the application of, any Pesticides to the Site, without the express written Permission of the General Manager. Ditto Hazardous Substances . . . **with the exception of such limited amounts of gas and propane as is necessary for normal day to day use (i.e., grass mowing, snow blowers, barbeques.)** (25, 26) (Bolded item is the change.)

- What We Can and Cannot Do

As before (re-utilities, etc.) The City is responsible for its trees, grass and shrubs and we are responsible for those we have planted (6b)

NOTE: Licensed Area Attachment has not changed. However it appears that the Skateboard Park is under our jurisdiction. We need to clarify who is responsible for maintenance of this because the tables, etc. are in need of paint, etc. if this is at issue.

As before, we need to keep our Site (licensed area and facilities) in good order. And we cannot do or permit to be done anything that violates federal or provincial law or City bylaws. We have to avoid annoying or inconveniencing neighbouring residents through matters of public safety, noise or activities likely to interfere with the quiet enjoyment of their premises. (13)

- Money Matters

As before, we are exempt from property taxation as long as we keep within the definition of Community Association under the Community Organization 1998 Property Tax Exemption Regulations of the Municipal Government Act, section 14.c).
(21, 22)

We provide the City with a true copy of our financial statement by December 31 of each year (*rather than end of our fiscal year – however in our case it is the same*). And advise the City and Federation of names & address of directors & officers within 60 days of any changes to them. (33)

Insurance Requirements (30, 31)

No substantive change. Required to provide City with evidence that the policy is in effect (i.e., has been renewed as needed) (30c)

- Various methods for dealing with default, termination and dispute resolution outlined.