

Responsibilities and Due Diligence

Presentation prepared by Gary Burtinsky, a concerned resident of Hornby Island.

If this delegation is assumed to deal with the Rogers tower proposal for Hornby Island then that assumption would be wrong. The reason for the many references to the Rogers proposal is the result of much of the information relating to this delegation has come from the Concerned Residents of Hornby Island FOIA request HO-FOI-17-2023. Excerpts from the FOIA will be used as examples of where appropriate protocols were not followed by Trust staff.

The intention of this delegation is to provide evidence and questions about what appears to be a very dysfunctional corporate entity known as the Islands Trust. Many residents on Hornby Island have had serious concerns over the years about the dealings of the Islands Trust in general and the Local Trust Committee and certain decisions that have been made under seemingly questionable circumstances. The intention here is to provide some serious reminders to all Trust staff about the legal and moral responsibilities to the wants and needs of all the island communities, and to cease being seen as the business corporation that seems to be pandering to other corporate or private interests to the detriment of the residents of the islands they are supposed to be serving as a government.

What is the purpose of the Islands Trust?

If we are to believe the principles espoused on the Islands Trust website it is supposedly to protect and preserve the integrity of all the islands it serves for its residents:

“Our special-purpose government is unique in the world with a preserve and protect mandate, the ability to regulate and conserve land, and a governance system that supports island-based decision making”.

The Islands Trust Mandate

The mandate is spelled out in the **Islands Trust Act** and provides the “purpose” for all Islands Trust corporate bodies: *(and one must ask why purpose is enclosed in quotes!!)*

“The object [mandate] of the Trust is to preserve and protect the Trust Area and its unique amenities and environment for the benefit of the residents of the Trust Area and of British Columbia in cooperation with municipalities, regional districts, improvement districts, First Nations, other persons and organizations and the government of British Columbia.”

FOIA documents can demonstrate that as a corporation it seems to have foregone its responsibilities and due diligence and handed over much control of the islands they are intended to protect to greater corporate interests.

Following are examples of questionable decisions or actions made throughout the process of the Rogers application to site a tower on Hornby Island.

- Planner suggesting to corporate proponent that they could go for concurrence at an LTC meeting prior to any public consultation having taken place.
- Planner not making the LTC land-use authority aware of a proposal to site a massive cell tower in their LTA, contrary to even the ISED Default Siting Process.
- Planner fails to mention to trustees at LTC meeting that a proposal for a cell tower had been made for their LTA, and one month prior to new elections for trustees.

- Hornby island voters have to vote for trustees being unaware of the proposal for a cell tower proposal being in the works.
- Planner not being aware of a motion to adopt the Trust Model Strategy being passed by an LTC for over three months.
- Proponent, not being aware of the Trust Model Strategy being in place for the LTA, fails to provide adequate public notification, with no mention of such in the two local Hornby papers. The FOIA provides no indication that a more appropriate information package and notification was provided to affected Hornby residents.
- Proponent lists the regional planner as the “land-use authority” for the proposal in question. Which begs the question what does this make of the Hornby LTA / LTC and its purpose in the Trust structure?
- The proponent schedules a Microsoft Teams one-hour digital meeting with the intention of expecting this will fulfill the requirement for “extensive public consultation”. Many Hornby residents don’t have adequate internet access to accommodate such as digital meeting. Neither of the local trustees were available or able to attend this digital meeting.
- A Hornby trustee emails planning staff asking why he had to find out about the proposal from a local resident.
- Director of Planning Services informs trustees that they don’t control the engagement process, when even the Model Strategy states that “<0.1% of cases require [ISED’s] decision.”
- The proponent is sent copies of a petition signed by over 300 Hornby residents against the proposal where the collectors of said petition were slandered for the manner of collection of some of those signatures, and initially refuses to receive them because it is over two months past the proposal’s final submission date. Almost two months later a letter of support for the proposal from the Comox Valley RCMP is gratefully accepted by the proponent.
- Planner receives in early January 2023 the proponents “Consultation Package - Rogers - W6420 - Hornby Island copy.pdf”. At the January 8, 2023 LTC meeting one of the trustees states that he’s waiting to hear more from the proponent about their application and to have them provide a consultation on-island.
- Also at the September 8, 2023 meeting the planner in their report on the tower application states that their report does not intend to review the whole proposal in alignment with all the LTC’s bylaws... Again this begs the question what does this make of the Hornby LTA / LTC and its purpose in the Trust structure?

These examples relate only to the Rogers tower proposal, but there have been many other seemingly very questionable decisions that have been made here on Hornby Island, and so it would be no stretch to believe that similar questionable decisions are also being made on the other Gulf islands as well. It would do well for all Islands Trust staff to carefully consider how they carry out their duties going forward. The principle of due diligence must be carefully considered when following the Islands Trust

operating guidelines and protocols, and the laws that govern the operation of the Islands Trust corporation.

Following will be excerpts from some of those laws or Acts that all need to be aware of when acting in their capacity as officers or staff of this corporation. There will also be additional information provided after each that may begin to inform you of other realities that you may do well to inform yourself of, as the consequences of those realities could have serious implications for you.

Islands Trust Act

Object of trust

3 The object of the trust is to preserve and protect the trust area and its unique amenities and environment **for the benefit of the residents of the trust area** and of British Columbia generally, in cooperation with municipalities, regional districts, improvement districts, First Nations, other persons and organizations and the government of British Columbia.

Corporate status

12 (1)The trust council is a corporation.

A corporation is a business. The purpose of a business is to make money. In this world we do not have governments, as they are all in reality corporations. The Islands Trust is a service corporation to the service corporation known as the PROVINCE OF BRITISH COLUMBIA, which itself is a service corporation to the GOVERNMENT OF CANADA, which itself is a service corporation to the British Crown. If you do not understand this then you will also not understand that there are also other forms of laws that most have not been made privy to, yet these laws provide the common people that are aware of them the power to deal with any corporation if they fail to act with integrity. All corporations dealings are handled through contracts.

There are four elements that are required to form a valid contract:

- 1) An offer. For a product or a service.*
- 2) Consideration, or a meeting of the minds. Here the parties discuss all the details of the contract, and this requires full disclosure of all aspects or details. If any detail is not disclosed by one party in order for them to attempt to benefit in some way this is fraud, which invalidates the contract and comes with its own consequences.*
- 3) Unconditional acceptance. If one party is not in agreement with either the offer or some detail they can provide a conditional acceptance, with unconditional acceptance coming subject to a condition being met.*
- 4) The transaction. The product or service is exchanged for some form of compensation.*

ISLANDS TRUST ELECTRONIC MEETINGS REGULATION B.C. Reg. 283/2009

Electronic regular meetings of a trust body

2 (1) If it is authorized by a procedure bylaw under section 225 (1) (a) and (b) [procedure bylaws] of the Local Government Act, as that section applies to a trust body, and the requirements of subsection (2) of this section are met, regular meetings of a trust body may be conducted by means of electronic or other communication facilities.

(2) The following requirements apply in relation to a regular meeting of a trust body referred to in subsection (1): (a) the meeting must be conducted in accordance with the applicable procedure bylaw; (b) in the procedure bylaw, a trust body must (i) provide for advance public notice of the following: (A) the way in which the meeting is to be conducted by means of electronic or other communication facilities; (B) the place where the public may attend to hear, or watch and hear, the proceedings that are open to the public, and (ii) establish the procedures for giving that notice; (c) the facilities must enable the meeting's participants to hear, or watch and hear, the meeting; (d) except for any part of the meeting that is closed to the public, the facilities must enable the public (i) to hear, or watch and hear, the meeting, and (ii) to hear, or watch and hear, the meeting at the specified place, and an officer or employee designated by the trust body must be in attendance at the specified place.

(3) Section 128 (3) [participants deemed present] of the Community Charter applies in relation to a trust body.

COMMUNITY CHARTER
[SBC 2003] CHAPTER 26
Part 1 — Principles, Purposes and Interpretation

Principles of municipal governance

1 (1) Municipalities and their councils are recognized as an order of government within their jurisdiction that

- a) is democratically elected, autonomous, responsible and **accountable**,
- b) is established and **continued by the will of the residents of their communities**, and
- c) provides for the municipal purposes of their communities.

If you'd like to believe that you have until the next election cycle to remain in your current position you may want to consider reviewing the information provided in the previous section.

Local Government Act

Oath or affirmation of office for board members

202 (1) A person elected or appointed to office on a board must make an oath or solemn affirmation of office within the following applicable time limit:

- (a) in the case of an electoral area director elected by acclamation, within 50 days after the date set for general voting day had an election by voting been required;

You would do well to review the oath or affirmation you signed to be able to fill your current position as a Trust staffer.

BONDING ACT
[RSBC 1996] CHAPTER 30

Definition

1 In this Act, "**bond**" means security of any kind, including money, given to ensure performance of an obligation arising under an enactment, a licence, a permit, a contract or another similar obligation, and includes the terms under which the security may be realized.

Application

2 (1) This Act applies only to bonds required or permitted under another enactment if the other enactment

- (a) is designated by a regulation made under this Act, or
- (b) states expressly that the Bonding Act applies.

(2) If there is a conflict between this Act, or a regulation made under this Act, and an enactment to which the Bonding Act applies, this Act or the regulation made under this Act prevails unless the other enactment expressly provides otherwise.

Bond payable to minister

3 (1) A bond must be payable to the minister.

Custodian of bond

4 (1) The minister is the custodian of a bond.

Trust

5 The minister holds a bond in trust for persons who establish rights to recover on the bond.

Notice to government

8 If a bonded person or a person who provided a bond to ensure the performance of the bonded person becomes aware of an actual or proposed claim or action against the bond, the person must promptly give that information to the minister responsible for the administration of the enactment under which the bond is required.

Person who is not party to a bond may bring action

9 A person who is not a party to a bond may bring an action against the government in the person's own name for payment under the bond if the person has a right of action against the bonded person because of the failure to perform an obligation that the bond ensures.

Rights under bond not affected

10 A person's right to payment of a claim against a bond is not affected only because the bond does not comply with this Act or a regulation made under this Act.

Unrelated, but provided for informational purposes only!

A Public Declaration
&
Notice of Immediate Withdrawal of Consent to be Represented
FREEDOM FROM SERVITUDE
IF YOU ARE NOT WILLING TO LEARN, NO ONE CAN HELP YOU.
IF YOU ARE DETERMINED TO LEARN, NO ONE CAN STOP YOU.

Self-government is not possible unless the citizens are educated sufficiently to enable them to exercise oversight.

From:

To:

Due to unresolvable government deception, fraud, and malevolence, I, _____, a living soul of flesh and blood born to a natural family Mother and Father on _____, _____, and an inhabitant domiciled in Canada, hereby declare my full and complete renunciation, denouncement, and withdrawal of all possible forms of consent to the creation of, operation of, and enforcement by a “presumption of consent” to the de facto CANADA ET AL and all its subsidiaries, misrepresented as the People’s government to represent me.

This withdrawal of consent includes every known or hidden fraudulent agreement, obligation, devise, or contract, past, present, or future, relating to any vessel, individual, actor, natural or artificial person, corporate fiction, commercial entity, legal fiction, legal term, trust, status, or any possible combination of carefully constructed “words of art,” CAPITIS DIMINUTIO MAXIMA, or other creative “color of law” misrepresentation of my flesh and blood existence intentionally designed to replace my God given unalienable Rights, to Life, Freedom, Liberty, and the pursuit of Happiness.

All past, present, or future participation in this fraudulent corporate CANADA ET AL, including all related, subsidiary or participatory corporate entities, shall be considered acts under duress, protest, and “Without Prejudice” until such a time as we, the men and women who constitute “the People” retain benevolent and honourable Trustees to form a truly honourable Government by and for the people of Canada.

Signed: _____ Date: _____, _____, _____

Witness 1: _____ Witness 2: _____

Print Name: _____ Print Name: _____