

BY-LAW NO. 12814**A By-law to Contract a Debt by the Issue and Sale of 1.40% Sinking Fund
Debentures in the Aggregate Principal Amount of \$100,000,000 for the
Objects Set Out in Schedule "B"****WHEREAS:**

- A. Pursuant to sections 236 and 242 of the Vancouver Charter, S.B.C. 1953, c.55, as amended (the "Vancouver Charter"), the Council of the City of Vancouver (the "Council") has power, without the assent of the electors, to borrow money for:
- (a) the construction, installation, maintenance, replacement, repair and regulation of a waterworks system, including water mains and other water pipes, valves, fittings, hydrants, meters and other necessary appliances and equipment, for the purpose of the distribution and supply of water, and for acquiring real property and easements therefor, and
 - (b) the construction, installation, maintenance, replacement, repair and regulation of a system of sewerage and drainage, including all necessary appliances and equipment for such purposes, and for acquiring real property and easements therefor, and
 - (c) the design, construction, installation, maintenance and repair of an energy utility system, including all necessary appliances and equipment, and for acquiring real property and easements therefor;

2015 – 2018 Capital Plan

- B. Pursuant to section 245 of the Vancouver Charter, the Council on the 15th day of November, 2014 submitted to the electors of the City of Vancouver entitled to vote on by-laws requiring assent of the electors the questions set out in Schedule "C.1" hereto;
- C. As appears by Certificates of the Returning Officer to the Council, the votes cast in the affirmative on each of the questions set out in Schedule "C.1" hereto amounted to a majority of all of the votes cast thereon;
- D. As a result of the votes cast on the 15th day of November, 2014, the Council obtained the power, without the assent of the electors to pass by-laws in any of the years 2015 to 2018 inclusive, to borrow money by the issue and sale of debentures in the aggregate principal amounts not exceeding the amounts set out for the various projects referred to in each of the questions set out in Schedule "C.1" hereto or such proposed projects as varied by Council by a vote of not less than two-thirds of all its members, and if any of the projects or any part thereof was delayed for any reason, to pass by-laws to borrow such money at any time within the years 2019 to 2025 inclusive;
- E. All or some of the proposed projects set out in Schedule "C.1" hereto have been delayed;

- F. The proposed projects set out in Schedule "C.1" hereto have not been varied by the Council;
- G. The Council has not heretofore borrowed any money by the issue and sale of debentures or otherwise for the projects set out in Schedule "C.1" hereto; save and except by the sale of debentures in the principal amount of \$31,425,109 by By-Law No. 11673 of December 13, 2016, \$41,500,000 by By-Law No. 11941 of October 31, 2017, \$46,427,000 by By-Law No. 12203 of September 18, 2018, and \$75,047,924 by By-Law No. 12561 of October 22, 2019 and the borrowing in the principal amount of \$5,000,000 by By-Law No. 12307 of October 30, 2018 and the amount authorized for any specific project will not as a result of the borrowing authorized hereby, be exceeded;

2019 – 2022 Capital Plan

- H. Pursuant to section 245 of the Vancouver Charter, the Council on the 25th day of July, 2018 submitted to the electors of the City of Vancouver entitled to vote on by-laws requiring assent of the electors the questions set out in Schedule "C.2" hereto;
- I. As appears by Certificates of the Returning Officer to the Council, the votes cast in the affirmative on each of the questions set out in Schedule "C.2" hereto amounted to a majority of all of the votes cast thereon;
- J. As a result of the votes cast on the 25th day of July, 2018, the Council obtained the power, without the assent of the electors to pass by-laws in any of the years 2019 to 2022 inclusive, to borrow money by the issue and sale of debentures in the aggregate principal amounts not exceeding the amounts set out for the various projects referred to in each of the questions set out in Schedule "C.2" hereto or such proposed projects as varied by Council by a vote of not less than two-thirds of all its members, and if any of the projects or any part thereof was delayed for any reason, to pass by-laws to borrow such money at any time within the years 2023 to 2029 inclusive;
- K. The proposed projects set out in Schedule "C.2" hereto have not been delayed;
- L. The proposed projects set out in Schedule "C.2" hereto have not been varied by the Council;
- M. The Council has not heretofore borrowed any money by the issue and sale of debentures or otherwise for the projects set out in Schedule "C.2" hereto;
- N. It is now deemed expedient under the authority of the Vancouver Charter and pursuant to the provisions of sections 236, 242 and 245 of the Vancouver Charter to borrow the sum of money and to contract a debt by the issue and sale of additional debentures of the City of Vancouver in the principal amount of \$100,000,000 in lawful money of Canada bearing interest at the rate of 1.40% per annum for the objects more particularly set forth in Schedule "B" hereto;
- O. The value according to the last revised assessment roll of all the real property within the boundaries of the City of Vancouver liable to taxation is \$388,657,180,496; and

- P. The total amount of the existing debenture debt of the City of Vancouver at the date of the first reading of this by-law is \$956,000,000 (exclusive of debts incurred for local improvements secured by special rates or assessments) of which none of the principal or interest is in arrears as at that date.

NOW THEREFORE THE COUNCIL OF THE CITY OF VANCOUVER in open meeting assembled enacts as follows:

1. THAT for the objects and in the principal amounts more particularly set forth in Part I of Schedule "B" hereto, the borrowing of which has received the assent of the electors pursuant to section 245 of the Vancouver Charter, and for the objects and in the principal amounts more particularly set forth in Part II of Schedule "B" hereto, the borrowing of which is authorized by sections 236 and 242(2) of the Vancouver Charter, a debt shall be contracted by the issue and sale of additional sinking fund debentures in the principal amount of \$100,000,000 in lawful money of Canada (the "Debentures"). The Debentures will bear interest at the rate of one point four zero per centum (1.40%) per annum payable in lawful money of Canada half-yearly on the 6th day of May and the 6th day of November during the years 2021 to 2030, inclusive; the first of such payments of interest being for the period from November 6, 2020, to May 6, 2021. The Debentures will be issued in the form of a fully registered global certificate (the "Global Debenture") registered in the name of CDS & Co. as nominee of CDS Clearing and Depository Services Inc. ("CDS") and held by CDS. The Global Debenture shall be in the form or substantially in the form attached hereto as Schedule "A". Interest shall be paid in the manner provided in the form of the Global Debenture.

2. THAT the Global Debenture (and any replacement global debenture that may be issued pursuant to the Book Entry Only Securities Services Agreement (defined below) if the Global Debenture is defaced, lost, stolen or destroyed) shall be sealed with the common seal of the City of Vancouver, shall bear the signature or facsimile signature of the Mayor of the City of Vancouver and shall be signed by any one of the following officials as the authorized signing officers of the City of Vancouver: the City Treasurer, the Deputy City Treasurer, the Director of Finance or a Deputy Director of Finance. The common seal of the City of Vancouver may be stamped, printed, lithographed or otherwise reproduced.

3. THAT the Global Debenture shall be dated the 6th day of November, 2020 and shall be payable on the 6th day of November, 2030.

4. THAT the Global Debenture will be payable as to principal in lawful money of Canada in accordance with the provisions of the Book Entry Only Securities Services Agreement and the Issuer Procedures (collectively the "Book Entry Only Securities Services Agreement") dated March 22, 2010 in respect of the issue of Debentures authorized by this By-law.

5. THAT the actions of the Director of Finance and the Deputy Director of Finance in negotiating, executing and delivering the Book Entry Only Securities Services Agreement (including the form of indemnity contained therein) and the actions of the Director of Finance in negotiating, executing and delivering the purchase agreement dated October 27, 2020 with CIBC World Markets Inc., as lead manager, on behalf of the City of Vancouver are hereby ratified, approved and confirmed and that the Director of Finance, a Deputy Director of Finance, the Director of Legal Services or an Assistant Director of Legal Services and the City Treasurer or the Deputy City Treasurer, or any one or more of them are hereby authorized to complete the issue and sale of the Debentures and, if issued, the Definitive Debentures (defined below) and

to enter into and execute, with or without the common seal of the City of Vancouver and deliver on behalf of the City of Vancouver such other certificates, assurances, documents or instruments and to do all such things as may be necessary or desirable to complete the issue and sale of the Debentures and, if issued, the Definitive Debentures and to otherwise give effect to the intent of this by-law.

6. THAT if definitive sinking fund debentures (the "Definitive Debentures") are issued in exchange for the Global Debenture in accordance with the terms and conditions of the Global Debenture, they shall be in the form or substantially in the form and contain substantially the conditions as set out in Schedule "D" hereto and the following provisions, *inter alia*, shall apply to the Definitive Debentures:

- (a) the Definitive Debentures shall be issued in fully registered form as to principal and interest and interest shall be paid by cheque as provided in the form of debenture attached hereto as Schedule "D";
- (b) the Definitive Debentures shall be in the denominations of \$1,000 of lawful money of Canada and multiples thereof, shall be sealed with the common seal of the City of Vancouver, shall bear the facsimile signature of the Mayor of the City, and shall be signed by any one of the following officials as the authorized signing officers of the City of Vancouver: the City Treasurer, the Deputy City Treasurer, the Director of Finance or a Deputy Director of Finance. The common seal of the City of Vancouver and the signatures of the authorized signing officers of the City of Vancouver may be stamped, printed, lithographed or otherwise reproduced;
- (c) the Definitive Debentures will be dated and be payable on the respective dates and in the respective amounts appropriate to the date of the issuance of the Definitive Debentures in exchange for and upon the surrender of the Global Debenture which amounts will not exceed in aggregate the outstanding balance of the Global Debenture at the date of exchange and in accordance with the maturity date and the Definitive Debentures shall bear the same interest rate (together with unmatured interest obligations) all as set out in the Global Debenture; and
- (d) the Definitive Debentures shall be payable as to principal in lawful money of Canada at any branch in Canada of the bank set out in the Definitive Debentures at the holder's option.

7. THAT if Definitive Debentures are issued in exchange for the Global Debenture, the Council may appoint a transfer agent, registrar and interest disbursing agent for the City of Vancouver for the purposes of performing, *inter alia*, the services of transfer agent, registrar and interest disbursing agent and to perform such other services in accordance with the Vancouver Charter and do such other things in relation to the Debentures as may be authorized by the Council.

8. THAT in each of the years 2021 to 2030, inclusive, a sum shall be levied and raised, in addition to all other rates, by way of real property taxes by a specific rate on all rateable real property in the City of Vancouver or by way of special levies, charges, rates or taxes sufficient to pay the interest falling due in such years on the Debentures.

9. THAT in each of the years 2021 to 2030, inclusive, there shall be levied and raised, in addition to all other rates, by way of real property taxes by a specific rate on all rateable real property in the City of Vancouver or by way of special levies, charges, rates or taxes, such sums which, with interest on the investment of all such sums, calculated at the rate of five per centum (5%) per annum and capitalized yearly will be sufficient to pay the principal amounts on the Debentures when they become due.

10. THAT the Debentures and, if issued in exchange for the Global Debenture, the Definitive Debentures, shall rank *pari passu* with all other general obligations of the City of Vancouver, except as to sinking funds.

11. THAT the City of Vancouver is hereby authorized to carry out the objects for which the Debentures and, if issued in exchange for the Global Debenture, the Definitive Debentures are issued.

12. THAT subject to due authorization by the City by borrowing resolution and subject to receipt of such other approvals as may be necessary, the Council may, without the consent of the holders of the Debentures, issue from time to time further debentures in addition to the \$100,000,000 principal amount of Debentures authorized by this by-law having the same terms and conditions as the Debentures in all respects (except where applicable for the first payments of interest thereon). Such further issues shall be consolidated and form a single series with the outstanding Debentures (and, where applicable, other debentures of the same series as may have been issued) and shall mature on the same date or dates and may be interchangeable with the Debentures authorized by this by-law (and, where applicable, other debentures of the same series as may have been issued).

13. THAT Schedules "A" to "D" inclusive shall at all times be deemed an integral part of this by-law.

14. THAT this by-law shall come into force and take effect on the 4th of November, 2020.

DONE AND PASSED in open Council this November 4, 2020.

[SEAL]

MAYOR

ACTING CITY CLERK

**THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. 12814 OF THE CITY OF VANCOUVER**

CV2020-1

CANADA

ISIN: CA921577RN48

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

GLOBAL DEBENTURE

Issue of \$100,000,000, 1.40% Sinking Fund Debentures due November 6, 2030 under the provisions of the Vancouver Charter, as amended, and By-Law No. 12814.

The City of Vancouver (the "City") is indebted to and for value received promises to pay to CDS & Co., as nominee of CDS Clearing and Depository Services Inc. or registered assigns, on November 6, 2030, the principal sum of \$100,000,000 in lawful money of Canada and to pay interest on such principal sum in like money from November 6, 2020, or from the last interest payment date to which interest shall have been paid or made available for payment, whichever is the later, at the rate of one point four zero per centum (1.40%) per annum, payable half yearly not in advance on the 6th day of November and the 6th day of May in each of the years 2021 to 2030 inclusive. The first payment of interest shall be for the period from November 6, 2020 to May 6, 2021. Interest shall be payable in the manner and in accordance with the Book Entry Only Securities Services Agreement (including the Issuer Procedures) dated March 22, 2010 addressed to CDS Clearing and Depository Services Inc. and the Acknowledgement dated October 28, 2020 which was signed on behalf of the City by the City Treasurer and the Director of Finance of the City.

The City is hereby and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Global Debenture.

This Global Debenture represents an authorized issue of \$100,000,000, 1.40% sinking fund debentures of the City due November 6, 2030 (the "Debentures").

This Global Debenture is issued by the City under and by authority of and in full compliance with the laws of the Province of British Columbia, including the Vancouver Charter, as amended, and By-Law No. 12814 duly and legally passed by the Council of the City.

The Debentures rank pari passu with all other general obligations of the City, except as to sinking funds.

All acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Global Debenture have been properly done, fulfilled and performed and

exist in regular and in due form as required by the laws of the Province of British Columbia and the total indebtedness of the City, including this Global Debenture, does not exceed any statutory limitations, and provision has been made to levy real property taxes or to levy special levies, charges, rates or taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Global Debenture when due.

This Global Debenture is subject to the conditions endorsed hereon which form a part hereof.

IN WITNESS WHEREOF the City has caused this Global Debenture to be sealed with the common seal of the City, to bear the signature of its Mayor, to be signed by its authorized signing officer and to be dated November 6, 2020.

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[SEAL]

Mayor

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Authorized Signing Officer

CONDITIONS

This Global Debenture is registered in the name of CDS & Co., as nominee of CDS Clearing and Depository Services Inc. ("CDS") and held by CDS. Beneficial interests in this Global Debenture are represented through book-entry accounts to be established and maintained by CDS of financial institutions acting on behalf of beneficial owners as direct and indirect participants of CDS.

Except in limited circumstances, owners of beneficial interests in this Global Debenture will not be entitled to have debentures registered in their names and will not receive nor be entitled to receive certificated debentures in definitive form. The City will have no responsibility or liability for maintaining, supervising or reviewing any records of CDS relating to beneficial interests in this Global Debenture or for any aspect of the records of CDS relating to payments made by CDS on account of such beneficial interests.

Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("CDS") to the City or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & Co., or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & Co. or to such other entity as is requested by an authorized representative of CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered holder hereof, CDS & Co., has a property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate.

SCHEDULE "B"

PART I

2015 – 2018 CAPITAL PROGRAM PLEBISCITE

AUTHORIZED UNDER SECTION 245 OF THE VANCOUVER CHARTER

1. Parks

To provide for major maintenance, upgrading or replacement of existing parks and features within parks, such as pathways, playgrounds and playfields that are beyond economical repair or no longer meet operational requirements.

\$ 2,441,000

2. Recreational and Exhibition Facilities

To provide for major maintenance, upgrading or replacement of existing recreational, entertainment and exhibition facilities that are beyond economical repair or no longer meet operational requirements, and provision of new recreational facilities to serve Vancouver's growing population.

\$ 6,287,406

3. Public Safety Facilities

To provide for major maintenance, upgrading or replacement of existing public safety facilities, such as fire halls and police buildings, that are beyond economical repair or no longer meet operational requirements.

\$ 2,829,225

4. Street and Bridge Infrastructure

To provide for major maintenance, reconstruction and enhancement of the arterial and neighbourhood transportation networks, greenways and cycle routes and to undertake major maintenance of bridges and other structures.

\$ 7,000,996

5. Street Lighting, Traffic Signals and Communications Systems

To provide for major maintenance, replacement and expansion of street lighting, traffic signal and communication systems that are beyond economical repair or no longer meet operational requirements.

\$ 2,809,402

6. Community Facilities

To provide for major maintenance, upgrading or replacement of existing community facilities, such as libraries, cultural facilities, affordable housing, social facilities and childcare centres, that are beyond economical repair or no longer meet operational

	requirements, and provision of new community facilities to serve Vancouver's growing population.	\$ 5,774,850
7.	Civic Facilities and Infrastructure	
	To provide for major maintenance, upgrading or replacement of existing civic facilities and infrastructure, such as information technology systems, civic offices and maintenance yards, that are beyond economical repair or no longer meet operational requirements.	\$ 2,885,020
Subtotal PART I		<u>\$ 30,027,899</u>

PART II 2019 – 2022 CAPITAL PROGRAM PLEBISCITE

AUTHORIZED UNDER SECTION 245 OF THE VANCOUVER CHARTER

1. Maintenance and Renovation of Parks

To provide for ongoing capital maintenance, renovations or other upgrades of existing parks, park buildings and features within parks such as the seawall, pathways, playgrounds, playfields and sport courts.	\$ 2,000,000
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2. Street and Bridge Infrastructure

To provide for major maintenance, reconstruction and enhancement of the arterial and neighbourhood transportation networks, sidewalks, greenways and cycle routes and to undertake major maintenance of bridges and other structures, including repairs and structural work on Granville Bridge.	\$ 15,000,000
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3. Street Lighting, Traffic Signals and Communications Systems

To provide for major maintenance, replacement and enhancement of traffic signals and street lighting that are beyond economical repair or no longer meet operational requirements.	\$ 5,000,000
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4. Maintenance of Community and Civic Facilities

To provide for ongoing capital maintenance such as replacement of roofs, windows, elevators, heating/ventilation, electrical and plumbing systems.	\$ 4,000,000
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5. Renovations of Community and Civic Facilities

To provide for renovations or other upgrades such as renovations to community spaces, wheelchair access improvements, energy

	conservation upgrades and removal of hazardous materials.	\$ 2,972,101
6.	Technology projects	
	To provide for the renewal and enhancement of the City's information technology systems such as data centres, servers and applications that support the delivery of and access to City services and programs.	\$ 2,500,000
	Subtotal PART II	<u>\$ 31,472,101</u>

PART III: **AUTHORIZED BY SECTIONS 236 AND 242(2) OF THE**
VANCOUVER CHARTER

1. Sewer

To provide funds for the construction, installation, maintenance, replacement, repair and regulation of a system of sewerage and drainage, including all necessary appliances and equipment for such purposes, and for acquiring real property and easements therefor.

\$ 38,500,000

Subtotal PART III

\$ 38,500,000

Grand Total

\$ 100,000,000

SCHEDULE "C.1"

**CITY OF VANCOUVER
2015 – 2018 CAPITAL PLAN BORROWING QUESTIONS
PARKS AND RECREATION
SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Parks and Recreation.

1. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BY-LAWS BETWEEN JANUARY 1, 2015 AND DECEMBER 31, 2018 TO BORROW AN AGGREGATE \$58,200,000 FOR THE FOLLOWING PURPOSES?

A. Parks

To provide for major maintenance, upgrading or replacement of existing parks and features within parks, such as pathways, playgrounds and playfields that are beyond economical repair or no longer meet operational requirements. \$ 17,950,000

B. Recreational and Exhibition Facilities

To provide for major maintenance, upgrading or replacement of existing recreational, entertainment and exhibition facilities that are beyond economical repair or no longer meet operational requirements, and provision of new recreational facilities to serve Vancouver's growing population. \$ 40,250,000

Total \$ 58,200,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$58,200,000.

CITY OF VANCOUVER
2015 – 2018 CAPITAL PLAN BORROWING QUESTIONS
PUBLIC SAFETY AND PUBLIC WORKS
SUBMITTED TO ALL ELECTORS

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Public Safety and Public Works.

2. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BY-LAWS BETWEEN JANUARY 1, 2015 AND DECEMBER 31, 2018 TO BORROW AN AGGREGATE \$95,700,000 FOR THE FOLLOWING PURPOSES?

A. Public Safety Facilities

To provide for major maintenance, upgrading or replacement of existing public safety facilities, such as fire halls and police buildings, that are beyond economical repair or no longer meet operational requirements. \$ 22,250,000

B. Street and Bridge Infrastructure

To provide for major maintenance, reconstruction and enhancement of the arterial and neighbourhood transportation networks, greenways and cycle routes and to undertake major maintenance of bridges and other structures. \$ 56,450,000

C. Street Lighting, Traffic Signals and Communications Systems

To provide for major maintenance, replacement and expansion of street lighting, traffic signal and communication systems that are beyond economical repair or no longer meet operational requirements. \$ 17,000,000

Total \$ 95,700,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$95,700,000.

**CITY OF VANCOUVER
2015 – 2018 CAPITAL PLAN BORROWING QUESTIONS
COMMUNITY AND CIVIC FACILITIES
SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Community and Civic Facilities.

3. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BYLAWS BETWEEN JANUARY 1, 2015 AND DECEMBER 31, 2018 TO BORROW AN AGGREGATE \$81,100,000 FOR THE FOLLOWING PURPOSES?

A. Community Facilities

To provide for major maintenance, upgrading or replacement of existing community facilities, such as libraries, cultural facilities, affordable housing, social facilities and childcare centres, that are beyond economical repair or no longer meet operational requirements, and provision of new community facilities to serve Vancouver's growing population. \$ 59,750,000

B. Civic Facilities and Infrastructure

To provide for major maintenance, upgrading or replacement of existing civic facilities and infrastructure, such as information technology systems, civic offices and maintenance yards, that are beyond economical repair or no longer meet operational requirements. \$ 21,350,000

Total \$ 81,100,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$81,100,000.

SCHEDULE "C.2"

**CITY OF VANCOUVER
2019 – 2022 CAPITAL PLAN BORROWING QUESTIONS
TRANSPORTATION AND TECHNOLOGY
SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the capital works program with respect to Transportation and Technology.

- 1. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BY-LAWS BETWEEN JANUARY 1, 2019 AND DECEMBER 31, 2022 TO BORROW AN AGGREGATE \$100,353,000 FOR THE FOLLOWING PURPOSES?**

A. Street and Bridge Infrastructure

To provide for major maintenance, reconstruction and enhancement of the arterial and neighbourhood transportation networks, sidewalks, greenways and cycle routes and to undertake major maintenance of bridges and other structures, including repairs and structural work on Granville Bridge. \$ 47,429,000

B. Traffic Signals and Street Lighting

To provide for major maintenance, replacement and enhancement of traffic signals and street lighting that are beyond economical repair or no longer meet operational requirements. \$ 42,924,000

C. Technology Projects

To provide for the renewal and enhancement of the City's information technology systems such as data centres, servers and applications that support the delivery of and access to City services and programs. \$ 10,000,000

Total \$ 100,353,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$100,353,000.

**CITY OF VANCOUVER
2019 – 2022 CAPITAL PLAN BORROWING QUESTIONS
CAPITAL MAINTENANCE AND RENOVATION PROGRAMS FOR EXISTING
COMMUNITY FACILITIES, CIVIC FACILITIES AND PARKS**

SUBMITTED TO ALL ELECTORS

This question seeks authority to borrow funds to be used in carrying out the capital works program with respect to capital maintenance and renovation programs for existing community facilities, civic facilities and parks.

2. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BY-LAWS BETWEEN JANUARY 1, 2019 AND DECEMBER 31, 2022 TO BORROW AN AGGREGATE \$99,557,000 FOR THE FOLLOWING PURPOSES?

A. Maintenance of Community and Civic Facilities

To provide for ongoing capital maintenance such as replacement of roofs, windows, elevators, heating/ventilation, electrical and plumbing systems

\$ 59,175,000

B. Renovations of Community and Civic Facilities

To provide for renovations or other upgrades such as renovations to community spaces, wheelchair access improvements, energy conservation upgrades and removal of hazardous materials.

\$ 23,975,000

C. Maintenance and Renovations of Parks

To provide for ongoing capital maintenance, renovations or other upgrades of existing parks, park buildings and features within parks such as the seawall, pathways, playgrounds, playfields and sport courts.

\$ 16,407,000

Total \$ 99,557,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$99,557,000.

**CITY OF VANCOUVER
2019 – 2022 CAPITAL PLAN BORROWING QUESTIONS
REPLACEMENT OF EXISTING COMMUNITY FACILITIES AND CIVIC FACILITIES**

SUBMITTED TO ALL ELECTORS

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to replacement of existing community facilities and civic facilities.

3. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BY-LAWS BETWEEN JANUARY 1, 2019 AND DECEMBER 31, 2022 TO BORROW AN AGGREGATE \$100,090,000 FOR THE FOLLOWING PURPOSES?

A. Community Facilities

To provide for replacement, renewal or rehabilitation of existing community facilities, including Marpole-Oakridge Community Centre, Marpole Library, the City Archives, and other projects such as Britannia Community Centre, Ray-Cam Community Centre or West End Community Centre that are at the planning or design stage

\$ 62,840,000

B. Civic Facilities

To provide for replacement, renewal or rehabilitation of existing civic facilities, including the first phase at Sunset Service Yard, seismic upgrade of the Kitsilano Fire Hall, and other projects such as Manitoba Service Yard or one of the downtown fire halls that are at the planning or design stage

\$ 37,250,000

Total

\$ 100,090,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$100,090,000.

**THIS IS SCHEDULE "D" REFERRED TO IN
BY-LAW NO. 12814 OF THE CITY OF VANCOUVER**

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

1.40% SINKING FUND DEBENTURE

NO. •□

Issued under the provisions of the Vancouver Charter, as amended, and By-law No. 12814 (the "Borrowing By-law").

The City of Vancouver (the "City") is indebted to and for value received promises to pay to

or registered assigns on the 6th day of November, 2030 the principal sum of

in lawful money of Canada at any branch of the Bank of Montreal in Canada at the registered holder's option upon presentation and surrender of this debenture and to pay interest thereon in like money from the 6th day of November, 2020, or from the last interest payment date to which interest shall have been paid or made available for payment, whichever is later, at the rate of one point four zero per centum (1.40%) per annum, payable half yearly not in advance on the 6th day of November and the 6th day of May in each of the years 2021 to 2030. Interest shall be payable in the manner provided in the conditions endorsed hereon.

The City is hereby and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this debenture.

This debenture is issued by the City under and by authority of and in full compliance with the laws of the Province of British Columbia, including the Vancouver Charter, as amended, and the Borrowing By-law duly and legally passed by the Council of the City.

This debenture ranks pari passu with all other general obligations of the City, except as to sinking funds.

All acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this debenture have been properly done, fulfilled and performed and exist in regular and in due form as required by the laws of the Province of British Columbia. The total indebtedness of the City including the debentures of this issue does not exceed any statutory limitations, and provision has been made to levy real property taxes or to levy special levies, charges, rates or taxes sufficient to pay the interest promptly as it matures and to pay the principal of this debenture when due.

This debenture is subject to the conditions endorsed hereon which form a part hereof.

IN WITNESS WHEREOF the City has caused this debenture to be sealed with the facsimile common seal of the City, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated (here insert the appropriate date)

—

[SEAL]

Mayor

—

Authorized Signing Officer

CONDITIONS

1. The debentures of this issue are issuable as fully registered debentures in denominations of \$1,000 or any multiple thereof.
2. This debenture is exchangeable or transferable at the office of the City Treasurer, City Hall, Vancouver, British Columbia, or at the offices of [here insert details of any transfer agent appointed] or any successor or replacement transfer agent upon presentation for such purpose accompanied by a written instrument in form approved by the City, executed by the registered holder hereof or by the holder's duly authorized attorney, whereupon this debenture will be cancelled and one or more debentures of this issue of an equal aggregate principal amount and of like maturity will be delivered to the transferee.
3. Exchanges and transfers of debentures as aforesaid will be made at the City Hall or at the offices of the transfer agent referred to above upon compliance by the debenture holders with such reasonable regulations as may be prescribed by the City and without any charge by the City or any transfer agent.
4. Neither the City nor any transfer agent shall be required to make any registrations or transfers of debentures within 15 business days prior to an interest payment date.
5. Neither the City nor any transfer agent shall be bound to see to the execution of any trust affecting the ownership of any debenture or be affected by notice of any equity that may be subsisting in respect thereof.
6. The interest on this debenture will be paid by cheque drawn on the Bank of Montreal. Cheques for interest will be sent through the post to the registered address of the registered holder or in the case of joint holders to the registered address of that one of the registered joint holders who is first named on the register or to such person and to such address as the registered holder or registered joint holders may in writing direct. Every such cheque will be payable to the person to whom it is sent. The registered holder hereof or the legal personal representatives of the holder will be regarded as exclusively entitled to the principal moneys hereby secured and, in the case of joint registered holders of this debenture, the said principal moneys shall be deemed to be owing to them on joint account.

NO. □

CANADA

CITY OF VANCOUVER
BRITISH COLUMBIA

1.40%

SINKING FUND DEBENTURE

BY-LAW NO. 12814

DATED: November 6, 2020
DUE: November 6, 2030

Interest Payable
November 6 and May 6

Principal
payable at any branch of the
Bank of Montreal in Canada

EXPLANATION**A By-law to Establish and Maintain an Independent Office of Auditor General**

The attached By-law will implement Council's resolution of November 4, 2020, to establish and maintain an Independent Office of Auditor General. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 4, 2020

CITY OF VANCOUVER

BRITISH COLUMBIA



BY-LAW NO. _____

**This By-law is printed under and
by authority of the Council of
the City of Vancouver**

_____, 2020

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BY-LAW NO. _____

A By-law to Establish and Maintain an Independent Office of Auditor General

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts the following:

**SECTION 1
GENERAL**

Name of By-law

1.1 The name of this By-law, for citation, is the “Auditor General By-law”.

Definitions

1.2 In this By-law:

“Auditor General Committee” means the committee of Council created by Council pursuant to Section 161 of the Vancouver Charter to provide oversight to the Office of the Auditor General, and in any case where the Auditor General Committee has been disbanded or has less than 4 members of Council, and Council resolves to assume the duties of the Auditor General Committee, the “Auditor General Committee” is deemed to be Council meeting as a committee of the whole;

“Audit Record” means a record created by the Office of the Auditor General and classified as an Audit Record by the Auditor General;

“Board” means any of the Vancouver Police Board, Vancouver Public Library Board, or Vancouver Park Board;

“City-Controlled Corporation” means any entity owned or controlled by the City, including without limitation, Pacific National Exhibition, Vancouver Affordable Housing Agency Ltd., and Vancouver Economic Commission;

“Code of Conduct” means the policy adopted by Council entitled “Code of Conduct”;

“Non-Audit Record” means any record of the Office which is not classified by the Auditor General as an Audit Record;

“Office” or “Office of the Auditor General” means the Auditor General including all staff employed to report directly or indirectly to the Auditor General and, depending on the context, includes the physical premises, records and other appurtenances of the Office; and

“Recruitment Committee” means the committee of Council created by Council pursuant to Section 161 of the Vancouver Charter to recruit the Auditor General, and in any case

where the Recruitment Committee has been disbanded or has less than 4 members of Council, and Council resolves to assume the duties of the Recruitment Committee, the "Recruitment Committee" is deemed to be Council meeting as a committee of the whole.

Table of Contents

1.3 The table of contents for this By-law is for convenient reference only, and is not for use in interpreting or enforcing this By-law.

Severability

1.4 A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

SECTION 2 AUDITOR GENERAL

Independence and accountability

2.1 The Auditor General will carry out, in an independent manner, the duties and responsibilities of their office as set out in this By-law.

2.2 The Auditor General is accountable only to Council and, although an employee of the City, will not report to or be accountable to City staff.

2.3 All City staff, outside of the Office of the Auditor General, are required to respect and support the independence of the Auditor General and the staff of the Office of the Auditor General.

Selection process

2.4 The selection process for the Auditor General will be conducted by the Recruitment Committee with the support of an external recruitment firm.

2.5 Appointment of the Auditor General will be recommended to Council by the Recruitment Committee.

Remuneration

2.6 Remuneration for the Auditor General will be set by Council based on the remuneration and benefits provided by the City to its General Managers and Deputy City Managers, and the recommendations of the Recruitment Committee.

2.7 The remuneration for the Auditor General will be reviewed at least every 24 months by the Auditor General Committee.

Term

2.8 The Auditor General will be appointed for a non-renewable fixed term of office of 7 years.

2.9 The term of office for the Auditor General may only be modified by a resolution of Council.

SECTION 3 MANDATE OF THE AUDITOR GENERAL

Powers, duties and limitations of Auditor General

3.1 The Auditor General is responsible for assisting Council in holding itself and City administrators accountable for the quality of stewardship over public funds and for achievement of value for money in city operations.

3.2 Despite Section 3.1, the responsibilities of the Auditor General do not include the matters described in Sections 230-232 of the *Vancouver Charter* for which the City's external auditor is responsible.

3.3 The authority of the Auditor General to exercise powers and perform duties under this By-law in relation to:

- (a) a Board, is limited to those powers and duties conferred by that Board on the Auditor General voluntarily,
- (b) a grant recipient, applies in respect of any grants received by the grant recipient directly or indirectly from the City, and pursuant to which there is a grant contract or other legal agreement which authorizes the City to audit the grant recipient.

Responsibilities

3.4 The Auditor General is responsible for carrying out financial (excluding attest), compliance and performance audits of all programs, activities and functions of all City departments, the offices of the Mayor and members of Council, Boards and City-Controlled Corporations.

3.5 Despite Section 3.4, the Auditor General may undertake financial (excluding attest), compliance and performance audits and provide recommendations to the applicable Board as well as the Auditor General Committee, but only upon the request of that Board.

3.6 All reports by the Auditor General on City-Controlled Corporations or Boards will be submitted first to that entity's board of directors or trustees prior to submitting the report to the Auditor General Committee.

Additional powers, duties and responsibilities

3.7 The Auditor General will consider undertaking such other duties respecting audit matters as are recommended by Council from time to time but is not required to adopt any such recommendation.

3.8 The Auditor General will immediately report to Council any attempts at interference with the work of the Office of the Auditor General.

Annual audit plan

3.9 The Auditor General will, on or before January 30 of each year (or within 90 days of appointment where the Auditor General is appointed less than 90 days prior to January 30) submit an annual audit plan to Council.

3.10 Only the Auditor general can alter the annual audit plan.

Annual reports and recommendations

3.11 Subject to Sections 3.12 and 3.13, the Auditor General will report annually to Council on the activities and achievements of the Auditor General over the past year.

3.12 Despite Section 3.11, the Auditor General will submit the annual report to the Auditor General Committee for comment prior to submitting the report to Council.

3.13 Despite Section 3.11, the Auditor General will submit any report regarding a City-Controlled Corporation, Board, or grant recipient to the board of directors or trustees of that entity at least 7 days before submitting the report to Council.

3.14 The Office of the Auditor General will report directly to Council (and to the applicable Board or City-Controlled Corporation) on any investigations or inquiries conducted by the Auditor General.

3.15 Where any report by or under the auspices of the Auditor General makes recommendations, such recommendations will include, if feasible:

- (a) suggested City staff member to take responsibility for implementing the recommendations (eg. City Manager or General Manager);
- (b) timelines by which the recommendations should be implemented;
- (c) timelines by which the responsible City manager should report back to Council on progress in implementing the recommendations;
- (d) suggested methodologies for implementing the recommendations; and
- (e) metrics by which the implementation of the recommendations can be measured and tracked.

Peer review

3.16 The Auditor General will undergo an external peer review once every three years to ensure compliance with recognized professional auditing standards.

3.17 The results of the external peer review will be reported to Council through the Auditor General Committee.

Mandate review

3.18 The Auditor General Committee may periodically review the mandate of the Auditor General and then recommend to Council adjustments to the mandate to reflect changing circumstances.

3.19 A periodic review of a mandate will include consultation with the incumbent Auditor General, in order to reflect the Auditor General's experience, advice and input.

SECTION 4 IMPLEMENTATION OF AUDITOR GENERAL MANDATE

Duty to furnish information

4.1 Subject to Section 4.3, all City staff are required to, and all City-Controlled Corporations and Boards are requested to, give the Auditor General such information regarding their powers, duties, activities, organization, financial transactions and methods of business as the Auditor General believes to be necessary to perform the duties of the Office under this By-law.

Access to records

4.2 Subject to Section 4.3, the Auditor General is entitled to have free access to all books, accounts, financial records, electronic data processing records, reports, files and all other papers, things or property belonging to or used by the City, City-Controlled Corporations, Boards and grant recipients, as the case may be, that the Auditor General believes to be necessary to perform the duties of the Office under this By-law.

4.3 In the case of Boards and grant recipients, where required, the Auditor General must obtain legal consent for, or the legal right to, access the items listed in Section 4.2.

No waiver of privilege

4.4 Despite Sections 4.1 and 4.2, where a disclosure to the Auditor General under Sections 4.1, 4.2 or 4.3 may constitute a waiver of solicitor-client privilege, litigation privilege or settlement privilege, the applicable staff member and Auditor General must consult with the City Solicitor before the information is provided to the Auditor General. The City Solicitor will then take such steps as are considered necessary or appropriate to make the information available to the Auditor General while protecting the privilege or obtaining Council's consent to the waiver of the privilege.

Power to request an examination on oath

4.5 Where the Auditor General considers it necessary or advisable to examine any person under oath, the Auditor General may, in consultation with the City Solicitor, submit a request to do so to Council. If Council agrees to the request, and so resolves to do so, a barrister may then be appointed by the Council pursuant to Section 176 of the *Vancouver Charter*, and the barrister will then complete the investigation and report the results of same to Council and if appropriate, the Auditor General and City Solicitor.

Duty of confidentiality

4.6 Subject always to the Freedom of Information and Protection of Privacy Act, and all other applicable laws, and in order to allow for the free and unencumbered provision of information to the Auditor General without fear of reprisal, the Auditor General and every person acting under the instructions of the Auditor General must treat as confidential all matters that come to their knowledge in the course of carrying out the mandate of the Auditor General under this By-law.

4.7 Subject to Section 4.6, the persons required to maintain confidentiality under Section 4.6 will not communicate information to another person in respect of any matter described in Section 4.6 except as may be required,

- (a) in connection with the administration of this By-law, including reports made by the Auditor General, or with any proceedings under this By-law, or
- (b) under the Freedom of Information and Protection of Privacy Act,
- (c) under the *Criminal Code* (Canada), or
- (d) under any other applicable law.

Freedom of Information and Protection of Privacy Act

4.8 While this By-law does not take priority over, or supersede, the *Freedom of Information and Protection of Privacy Act*, the Auditor General and all staff working within the Office of the Auditor General will not disclose any records or information which are subject to confidentiality or privilege under this By-law except where required to do so by law under the *Freedom of Information and Protection of Privacy Act* or other applicable laws.

4.9 All third party requests for access to the records of the Office will be managed by the Information and Privacy Officer of the City, in consultation with the City Solicitor and Auditor General as prescribed by the City's *Freedom of Information and Protection of Privacy By-law*.

SECTION 5 OFFICE OF THE AUDITOR GENERAL

Office

5.1 The Auditor General is independent of the City administration, subject to the requirements of this By-law.

5.2 The Auditor General has full carriage and control of, and is fully responsible for, the conduct and accountability of the Office of the Auditor General and will manage in compliance with applicable laws as well as such policies of the City that are of general application and do not interfere with the independence of the Office of the Auditor General.

Office Budget

5.3 The Auditor General is responsible for submitting an annual budget request to the Auditor General Committee which in turn is responsible for:

- (e) conducting such consultations and clarifications with the Auditor General as is considered appropriate by the Auditor General Committee;
- (f) submitting recommendations on the annual budget for the Auditor General to Council; and
- (g) providing regular updates to the City Manager and Director of Finance on the annual budget request process set out above (but for information purposes only) so as to facilitate the incorporation of such financial information into the general

corporate budget development process managed by the Director of Finance.

5.4 The Auditor General is not required to submit their budget request to the City Manager or Director of Finance for review, approval or recommendation.

5.5 Subject to Sections 5.3 and 5.4, the Auditor General's budget request will generally follow the corporate budget submission process as it relates to the level of information provided, and the formats used.

City corporate policy applies to Office

5.6 Subject to Section 5.7 below, the Auditor General is responsible for ensuring that the Office of the Auditor General complies with all corporate policies of general application to City staff, including without limitation:

- (a) Advertising (AG-010-01);
- (b) Alcohol, Controlled Drugs, and Medications Policy (ADMIN-011);
- (c) Breastfeeding in the Workplace (ADMIN-030);
- (d) Business Meeting and Discretionary Expenses (ADMIN-013);
- (e) Capital Budget Policy (ADMIN-005);
- (f) Code of Conduct (AE-028-01);
- (g) Community Relations - Intercultural and Race Relations (AG-001-01);
- (h) Diversity on Advisory Bodies Policy (COUN-004);
- (i) Ethical Purchasing Policy (AF-014-01);
- (j) Financial Disclosure Act - Requirements (ADMIN-015);
- (k) Financial Spending Authority (ADMIN-018);
- (l) Human Rights Harassment (AE-002-05);
- (m) Media Relations (AG-009-01);
- (n) Occupational Health and Safety (ADMIN-021);
- (o) Operating Budget Policy (ADMIN-004);
- (p) Privacy Policy (ADMIN-029);
- (q) Procurement Policy (ADMIN-008);
- (r) Respectful Workplace (AE-002-06);
- (s) Social Media (AG-009-02);

- (t) Sponsorship Policy (COUN-029);
- (u) Travel (ADMIN-026);
- (v) Whistleblowing - Reporting, Investigation and Protection (ADMIN-002); and
- (w) any amendments or replacements to the above, as well as any other City by-laws or policies of general application to City employees adopted by Council, from time to time.

5.7 Despite Section 5.6 above, where the Auditor General considers a particular section of a policy does or might interfere with the Auditor General's ability to perform, in an independent manner, the functions assigned to the Office of Auditor General by this By-law, a submission on same must be made to the Auditor General Committee which will in turn submit its recommendations on the issue to Council for decision.

Office staff

5.8 The Auditor General is responsible for the application of the City's employment-related policies to their staff with necessary modifications to reflect the independent nature of these functions.

5.9 The Auditor General will work with the City Manager, the General Manager of Human Resources, and the City Solicitor in areas where there is a staffing issue involving corporate responsibility or liability.

5.10 The Auditor General has the exclusive authority (on behalf of the City, as the employer) to appoint, promote, demote, suspend and dismiss all Auditor General staff, subject to the provisions of any City employment-related policies applicable to employees of the City.

5.11 Subject to Sections 5.8 and 5.9, the Auditor General has the exclusive authority, with respect to the Office of Auditor General to:

- (a) create the positions and compensation levels for Auditor General staff, within the Council-approved annual budget for the Office, and generally within the City's salary structure, having regard for comparable compensation levels for City staff for purposes of internal equity, and
- (b) modify, delete, or add to those positions and modify compensation levels from time to time and at any time, as the Auditor General sees fit in order to better implement the mandate of the Office.

External audit

5.12 The operations of the Office of the Auditor General will be included in the scope of the annual attest audit of the City, which is conducted by an external auditor appointed by and reporting to Council.

5.13 The Office will undergo an annual compliance audit by an external auditor appointed by and reporting to Council.

SECTION 6 DISCLOSURE OF WRONGDOING AND RETALIATION/REPRISAL PROTECTION

Whistleblowing and other policies apply, but modified to office

6.1 The City's employment-related policies, including Whistleblowing – Reporting, Investigation, and Protection, will apply to the Office of the Auditor General.

Application of whistleblowing and protection process to Office

6.2 The policy entitled "Whistleblowing – Reporting, Investigation, and Protection" is now deemed to apply to the Office of the Auditor General by making the following changes (but only when the policy is being applied to the Office):

- (a) references to "City Manager" and "General Manager" are deemed to be to the "Auditor General"; and
- (b) references to "Staff" are deemed to include staff of the Auditor General as well the Auditor General.

6.3 Where it is alleged that the Auditor General or their staff has committed serious misconduct as defined in the Whistleblowing policy, improperly breached confidentiality, or engaged in retaliation or reprisal, the City Solicitor may elect to appoint a third party investigator to investigate and report on the matter, but in any event the findings will be reported to City Council by the City Solicitor or third party investigator, as applicable.

SECTION 7 RECORDS RETENTION

Independent management of records

7.1 The Auditor General has the exclusive authority and responsibility to manage the Audit Records of the Office in an independent manner.

7.2 Nothing in this Section 7 will be construed to limit or interfere with the independence of the Office, including without limitation, the independent management and retention of Audit Records for which the Auditor General is responsible.

7.3 The Auditor General may establish any guidelines and policies necessary to the implementation of this Section 7, including without limitation the categorization and definition of the records which are to be classified as Audit Records (and therefore impliedly classified as Non-Audit Records).

Record retention schedule for Office

7.4 The Auditor General has the exclusive authority and responsibility to establish and maintain appropriate Audit Record retention schedules for the Audit Records of the Office in accordance with:

- (a) recognized professional auditing standards
- (b) applicable legal requirements (as advised by the City Solicitor) and

- (c) in consultation with the City Clerk and Chief Technology Officer as to the standards generally applied by the City.

7.5 The Auditor General may seek the provision of services, advice or assistance in the creation and implementation of policies and recommendation of retention schedules as required from the City Clerk, Chief Technology Officer, and City Solicitor.

Record retention and disposition

7.6 No Audit Record of the Office will be destroyed unless the retention period established for the Audit Record in accordance with Section 7.4 above has expired and no information hold is applied on the Audit Record.

Non-Audit Records

7.7 Subject to this Section 7, the Auditor General is responsible for the application of the City's general corporate records retention schedules to the Non-Audit Records of the Office, as appropriate.

7.8 A retention schedule set out in the City's general records retention policies and schedules applies to the Non-Audit Records of the Office.

7.9 Any retention schedule containing an archival review designation for Non-Audit Records of the Office will be deemed to require review by the Auditor General.

Reporting to Auditor General Committee on record retention schedules

7.10 The Auditor General will include in the annual report to the Auditor General Committee the creation and any subsequent modification to the Auditor General's record retention policies, guidelines, and schedules as well as all aspects of its integration with the City's records retention systems for the Non-Audit Records.

**SECTION 8
ENACTMENT**

Force and effect

8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this ____ day of November, 2020

Mayor

Acting City Clerk

EXPLANATION**By-law to amend Zoning and Development By-law No. 3575
to rezone an area to CD-1 re: 6137 Cambie Street**

Following the Public Hearings on September 19 and 21, 2017, Council gave conditional approval to the rezoning of the site at 6137 Cambie Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
November 4, 2020

6137 Cambie Street
(Chinese Presbyterian Church)

BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-725 (b) (i) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to the By-law No. 3575 as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (754).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (754), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling units in conjunction with any of the uses listed in this By-law and Multiple Dwelling;
- (b) Institutional Uses, limited to Child Day Care and Church; and
- (c) Accessory uses customarily ancillary to the uses permitted in this section.

Conditions of use

3. The design and layout of at least 35% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor area must assume that the site area is 1207.7 m², being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 3.08, except that the floor space ratio for non-residential uses must be at least 1.52.

4.3 Computation of floor area must include all floors, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total floor area of all such exclusions must not exceed 12% of the residential floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

4.5 Computation of floor area may exclude:

- (a) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area; and
- (b) storage area in a church and below base surface, up to a maximum of 42 m².

4.6 The use of floor area excluded under sections 4.4 and 4.5 must not include any use other than that which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 25.6 m.

Horizontal angle of daylight

6.1 Each habitable room must have at least one window on an exterior wall of a building.

6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

6.3 Measurement of the plane or planes referred to in Section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:

- (a) the Director of Planning or Development Permit Board first considers all of the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

6.5 An obstruction referred to in Section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (754).

6.6 A habitable room referred to in Section 6.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

7. A development permit application for dwelling uses must include an acoustical report prepared by a registered professional acoustic engineer demonstrating that the noise levels in those portions of the dwelling units listed below will not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq24) sound level and will be defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
----------------------------	-------------------------

Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

Severability

8. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

Force and effect

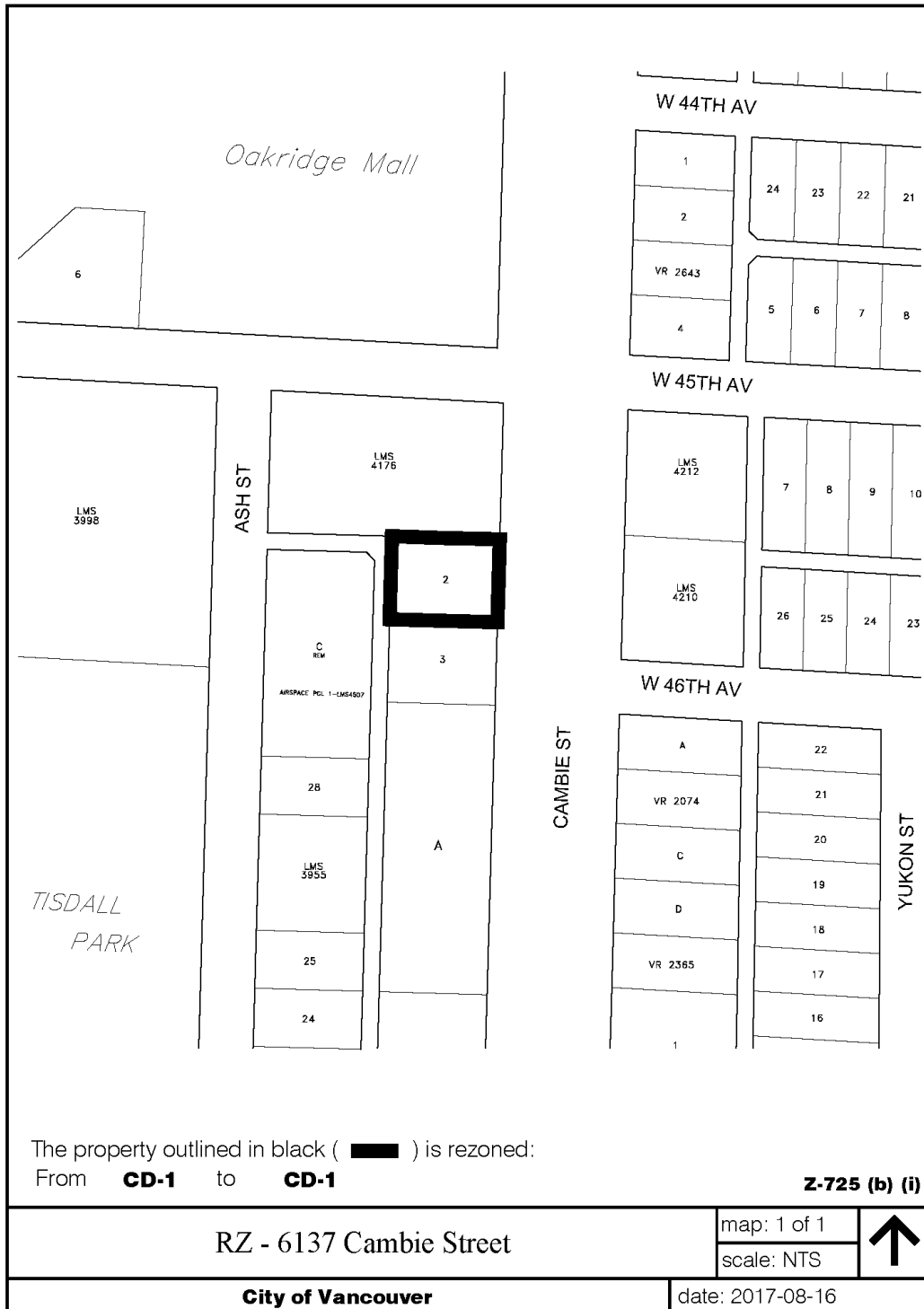
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

Schedule A



EXPLANATION

**A By-law to amend Zoning & Development By-law 3575
by repealing By-laws 3907 and 5258, amending By-laws 8016 and 8044
and enacting a new CD-1 (12) By-law**

Following the Public Hearings on September 19 and 21, 2017, Council gave conditional approval to the rezoning of the site at 6137 Cambie Street, including a number of consequential amendments that were required as a result of the removal of this site from CD-1(12). The by-law to rezone 6137 Cambie Street has now been enacted, and enactment of the attached consequential amending By-law will implement Council's resolutions.

Director of Legal Services
November 4, 2020

6161 Cambie Street and
northern portion of
6261 Cambie Street
(formerly 6137 Cambie Street)

BY-LAW NO. _____

**A By-law to amend Zoning & Development By-law 3575
by repealing By-laws 3907 and 5258, amending By-laws 8016 and 8044
and enacting a new CD-1 (12) By-law**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council repeals By-law No. 3907 and By-law No. 5258.
2. In By-law No. 8016, Council strikes out section 1 and substitutes:

“Zoning District Plan Amendment

1.1 This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-486 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

1.2 The description of the area shown within the heavy black outline on Schedule A is CD-1 (388).”.

3. In By-law No. 8044, Council strikes out section 1 and substitutes:

“Zoning District Plan Amendment

1.1 This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-486 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to the By-law No. 3575 as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

1.2 The description of the area shown within the heavy black outline on Schedule A is CD-1 (391).”.

4. Council enacts the by-law attached hereto as Schedule 1.

6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

Schedule 1

BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-725 (b) (ii) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to the By-law No. 3575."

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (12).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (12), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Child Day Care Facility;
- (b) Church;
- (c) Institutional Use of a religious, philanthropic or charitable character (including the Alliance Francaise and the YWCA);
- (d) Parking Area ancillary to a principal use on an adjacent site; and
- (e) Accessory uses customarily ancillary to the uses permitted in this section.

Floor space ratio

3.1 The maximum floor space ratio must not exceed the floor space ratio of the buildings existing on the site as of November 4, 2020.

3.2 Computation of floor area must include all floors of all buildings, including accessory buildings, both above and below ground level, measured to the extreme outer limits of the building.

3.3 Computation of floor area must exclude:

- (a) balconies, canopies, sundecks and other features which the Director of Planning considers similar; to a maximum total area of 8% of the permitted floor area;
- (b) areas of floors used for off-street parking and loading, heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar to the foregoing, where such floors are below the lowest building grade of the abutting streets or lanes as established by the City Engineer; and
- (c) where exterior walls greater than 152 mm in thickness have been recommended by a Building Envelope Professional as defined in the Building By-law, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause shall not apply to walls in existence prior to March 14, 2000.

Height

4. Building height must not exceed the height of the buildings existing on the site as of November 4, 2020.

Off-street parking and loading

5. Parking, loading and bicycle spaces existing on the site as of November 4, 2020 must be provided, developed and maintained in accordance with the applicable provisions of the Parking By-law.

Severability

6. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

Force and effect

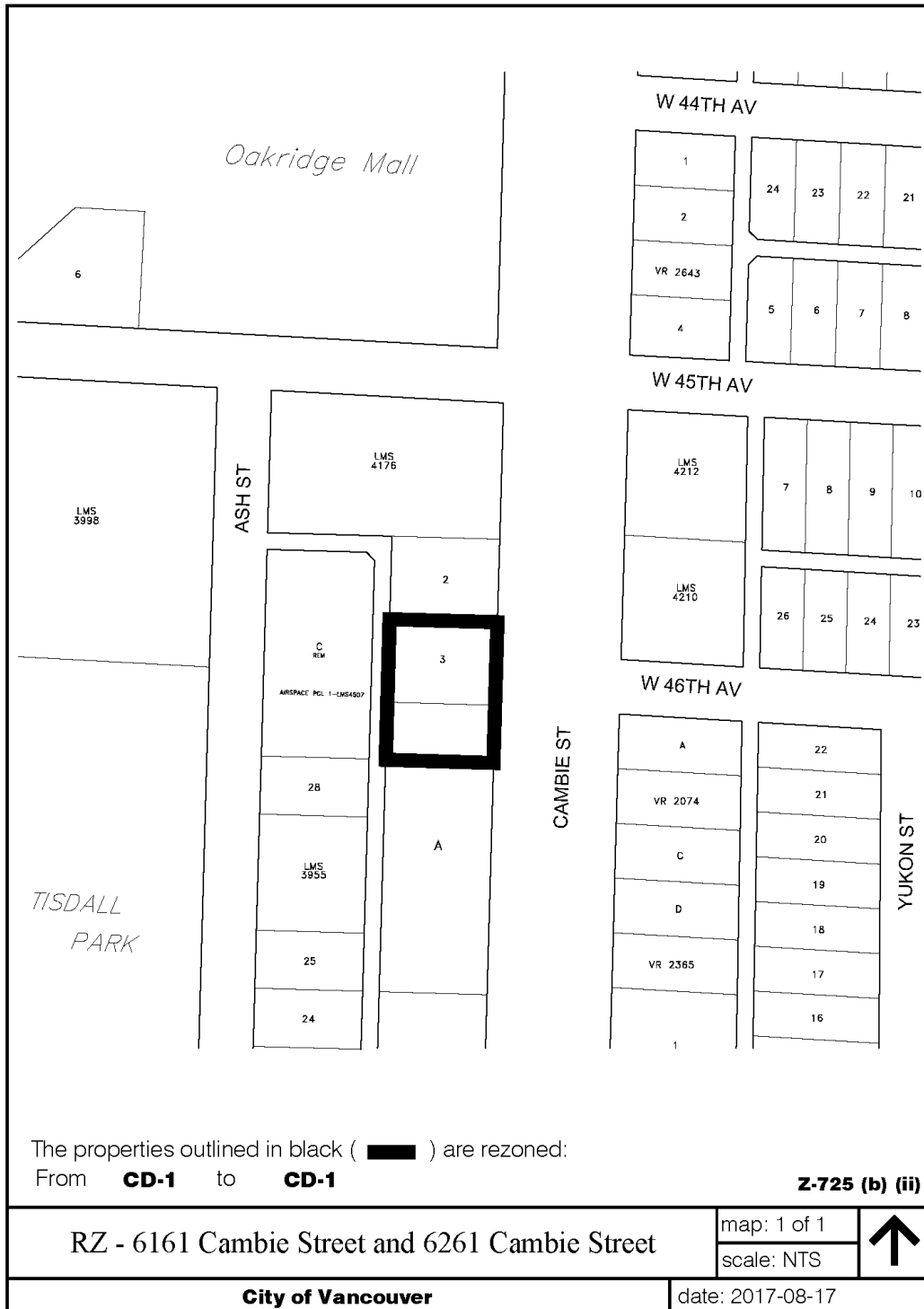
7. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

Schedule A



EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1002 Station Street and 250-310 Prior Street
(New St. Paul's Hospital and Health Campus)**

After a Public Hearing on October 22, 2019 to consider a rezoning application, the application was approved at a Regular Council meeting on November 5, 2019 by Council in principle, subject to fulfilment of the condition that the owner of the subject lands make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter*.

Such a Housing Agreement has been accepted by the owner applicant. Enactment of the attached By-law will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services
November 4, 2020

1002 Station Street and 250-310 Prior Street
(New St. Paul's Hospital and Health Campus)

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1002 Station Street and 250-310 Prior Street
(New St. Paul's Hospital and Health Campus)**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands that are anticipated to be described as:

PID: No PID
Number

Lot 1 District Lots 196 and 2037 Group 1 New
Westminster District Plan EPP105034

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

Schedule A

FORM_C_V27 (Charge)

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 21 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
[TO BE FILLED IN BY OWNER'S LAWYER]

File No.: LS-19-02553-011 (cond. 29) Rental Housing

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

NO PID NMBR LOT 1 DISTRICT LOTS 196 AND 2037 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP105034

STC? YES

Related Plan Number: EPP105034

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
Covenant s.219 Covenant, Entire Instrument

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☒ Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
PROVIDENCE HEALTH CARE SOCIETY, INC. NO. S41359

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

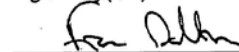
8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date		
Y	M	D
20	10	27

Transferor(s) Signature(s)

PROVIDENCE HEALTH CARE
SOCIETY by its authorized
signatory(ies):



Print Name:

Fiona Dalton

Print Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT
1002 Station Street and 250-310 Prior Street
(New St. Paul's Hospital and Health Campus)

Condition 29

Introduction

- A. It is understood and agreed that this Agreement will be read as follows:
- I. the Transferor, PROVIDENCE HEALTH CARE SOCIETY, is called the "Owner", as more particularly defined in Section 1.1; and
 - II. the Transferee, the CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to the corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Parent Lands from I-3 (Industrial) District (as it relates to a portion of the Parent Lands) and I-2 (Industrial) District (as it relates to the balance of the Parent Lands), all to CD-1 (Comprehensive Development) District to allow for the phased construction of the New St. Paul's Hospital and Health Campus comprised of four development parcels with hospital, office and research uses on a main Health Campus Parcel; hotel and office uses on a West Parcel; hotel and office uses on a South Parcel; and rental housing for health care workers on a North Parcel, with all parcels also having grade-level retail-service uses on the major street frontages (collectively, the "Development"), and after a public hearing to consider the application, it was approved by City Council in principle, subject to, *inter alia*, fulfilment of the following condition:

"Housing"

29. *Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement securing all residential units as market rental housing units for the longer of 60 years or the life of the building, subject to the following additional conditions:*
- (a) *A no separate-sales covenant;*
 - (b) *A no stratification covenant;*
 - (c) *That none of such units will be rented for less than one month at a time;*
 - (d) *That the units be rented only to individuals who are employed for health related and research purposes on the rezoning site;*
 - (e) *Such other terms and conditions as the General Manager of Community Services and the Director of Legal Services may in their sole discretion require.*

Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City, by by-law, enacted pursuant to section 565.2 of the Vancouver Charter."

(the "Rental Housing Condition"); and

- D. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing Condition.

Consideration

NOW THEREFORE THIS AGREEMENT WITNESSES that for Ten (\$10) Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and agreed to by the parties), the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Buildings:

Terms of Agreement

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** In this Agreement the following terms have the following definitions, unless specifically otherwise provided in this Agreement:

- (a) "Agreement" means this agreement, including the foregoing Recitals, and any Schedules attached hereto;
- (b) "Annual Audit" has the meaning set out in Section 2.1(f);
- (c) "Building" means each new building or structure on the Lands, including additions and alterations to an existing building or structure, at any time following the date this Agreement is fully executed and delivered by the parties hereto, all as contemplated by the Rezoning and the Development Permits, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning or the Development Permits;
- (d) "*Business Corporations Act*" means the *Business Corporations Act*, S.B.C. 2002, c. 57, and all amendments thereto and re-enactments thereof;
- (e) "City" or "City of Vancouver" means the City of Vancouver in its capacity as a corporate entity;
- (f) "City Manager" means the chief administrator, from time to time, of the City and his or her successors in function and their respective nominees;

- (g) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (h) **"Claims"** means all actions, causes of action, claims, compensation, costs, demands, damages, expenses, fines, judgements, legal obligations, liabilities, losses, orders, penalties, suits and builders liens of every nature or kind whatsoever (whether direct, indirect or consequential, including, without limitation, in respect of, incidental to or resulting from any consequential injuries to or death of persons or damage to property or loss of profits and loss of use and damages arising out of delays) and all legal costs on a solicitor-and-own-client basis;
- (i) **"Commencement Date"** means the date as of which this Agreement has been executed and delivered by all parties to it;
- (j) **"Development"** has the meaning set out in Recital C;
- (k) **"Development Permit"** means a development permit issued by the City at any time following the date this Agreement is fully executed and delivered by the parties hereto;
- (l) **"Director of Legal Services"** means the chief administrator, from time to time, of the City's Legal Services Department and his or her successors in function and their respective nominees;
- (m) **"Event of Force Majeure"** means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or public authority, including the City (provided that such orders were not issued as a result of an act or omission of the Owner, or anyone employed or retained by the Owner), freight embargos or power failures, provided that any such event or circumstance reasonably constitutes a material disabling event or circumstance which is beyond the reasonable control of a party, does not arise from the neglect or default of a party, and which results in a material delay, interruption or failure by a party in carrying out its duties, covenants or obligations under this Agreement, but which does not mean or include any delay caused by the Owner's lack of funds or financial condition (and for greater certainty, a strike or lockout, including illegal work stoppages or slowdowns, will be considered beyond the reasonable control of a party and not to arise from the neglect or default of that party, it being understood that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of that party);
- (n) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator, from time to time, of the City's Planning, Urban Design and Sustainability Department and his or her successors in function and their respective nominees;

- (o) **"High-Density Housing for Families With Children Guidelines"** means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (p) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (q) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (r) **"North Sub-Area"** means the portion of the Lands identified on Schedule "A" as area "D";
- (s) **"Occupancy Permit"** means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (t) **"Owner"** means the Transferor, including its successors and permitted assigns and any successors in title to the Lands or a portion of the Lands;
- (u) **"Owner's Personnel"** means any and all of the officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the Owner;
- (v) **"Parent Lands"** means those lands and premises situate in Vancouver, British Columbia that were formerly legally described as follows
 - (i) PID: 018-550-185, Lot A District Lots 196 and 2037 Plan LMP14138;
 - (ii) PID: 010-813-217, Lot 19 District Lots 181, 196 and 2037 Plan 6780;
 - (iii) PID: 008-776-300, Lot C Blocks 15 to 18 District Lots 196 and 2037 Plan 12884;
 - (iv) PID: 008-776-326, Lot D Blocks 15 to 18 District Lots 196 and 2037 Plan 12884;
 - (v) PID: 008-126-780, Lot E District Lots 196 and 2037 Plan 13449; and
 - (vi) PID: 008-126-798, Lot F District Lots 196 and 2037 Plan 13449;
- (w) **"Permitted Occupants"** has the meaning set out in Section 2.1(f);
- (x) **"PHC Entity"** has the meaning set out in Section 2.1(f);

- (y) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (z) **"Rental Housing"** means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (aa) **"Rental Housing Condition"** has the meaning ascribed to that term in Recital C;
- (bb) **"Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(b);
- (cc) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (dd) **"Rezoning"** means the rezoning of the Parent Lands described in Recital C of this Agreement;
- (ee) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building containing the Rental Housing Units is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building containing the Rental Housing Units; and
- (ff) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

1.2 Interpretation.

- (a) Any interest in land created hereby, including the interests noted in the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are

attached, and found in certain Articles, Sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:

- (i) that define the terms used in this Agreement;
 - (ii) that deal with the interpretation of this Agreement; and
 - (iii) that are otherwise of general application.
- (b) The word "including" when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items whether or not non-limiting language such as "without limitation" or "but not limited to" or words of similar import are used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
- (c) Any Schedules attached to this Agreement constitute an integral part of this Agreement.
- (d) The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.
- (e) Words importing the singular number only will include the plural and *vice versa*, words importing the masculine gender will include the feminine and neuter genders and *vice versa*, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and *vice versa*.
- (f) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (g) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached is fully executed and to subsequent amendments to or re-enactments or replacements of such statute or regulations.

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 Restrictions. The Owner covenants and agrees with the City, in respect of the use of the Lands and the Buildings, that:

- (a) throughout the Term, the Lands and the Buildings will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development on the North Sub-Area of the Lands after the date of this Agreement as contemplated in the applicable Development Permits, it will construct at its sole cost and expense, and throughout the Term will maintain, all of the residential dwelling units on the Lands (the "Rental Housing Units"), all in accordance with the Rental Housing Condition, the Development Permits, any building permit issued pursuant thereto, all applicable City by-laws and policies, and the requirements of this Agreement;
- (c) throughout the Term, not less than 35% of the Rental Housing Units will be designed to be suitable for families with children, comprising of a mix of two- and three-bedroom units, all in accordance with the High-Density Housing for Families with Children Guidelines;
- (d) throughout the Term, the Rental Housing Units will only be used for the purpose of providing Rental Housing;
- (e) throughout the Term, none of the Rental Housing Units will be rented for less than one month at a time;
- (f) throughout the Term, the Rental Housing Units may only be rented to individuals who are employed for health-related and research purposes on the Lands ("Permitted Occupants") or rented to an entity or entities related to or designated by the Owner (each a "PHC Entity") for occupancy by Permitted Occupants and the Rental Housing Units may only be occupied by Permitted Occupants. To this end, the Owner covenants and agrees as follows:
 - (i) to the extent that it is entitled to do so under the *Residential Tenancy Act* and other applicable laws, the Owner will, prior to entering into any tenancy agreement with a tenant or permitting any PHC Entity to do so, confirm to its satisfaction, acting reasonably, that such tenant is eligible to rent a Rental Housing Unit in accordance with this Section (i.e., such tenant is employed for health related and research purposes on the Lands). The Owner will collect and store the evidence it has collected of the tenant's employment in this regard for a minimum of five years after the expiration or earlier termination of the applicable tenancy agreement;
 - (ii) to the extent that it is entitled to do so under the *Residential Tenancy Act* and other applicable laws, the Owner will include and cause any PHC Entity to include in any tenancy agreement the following provisions:

- (A) the tenant's acknowledgment and agreement that the Rental Housing Unit is being rented to the tenant to occupy while the tenant is employed for health related and research purposes on the Lands;
- (B) the tenant's acknowledgement and agreement that it is a material term of the tenancy agreement that the tenant remain employed for health related and research purposes on the Lands and that, on an annual basis, the landlord will have the right to require the tenant to verify that the tenant continues to be employed for health related and research purposes on the Lands; and
- (C) the tenant will provide notice to the landlord immediately upon ceasing his/her employment for health related and research purposes on the Lands,

provided that the Owner will have no liability to the City in the event that any portion of such provision is found to be unenforceable;

- (iii) to the extent that it is entitled to do so under the *Residential Tenancy Act* and other applicable laws, on an annual basis, the Owner will perform an audit (in such manner as the Owner, acting reasonably, deems advisable) of the tenants of the Rental Housing Units to verify that all of the tenants continue to be employed for health related and research purposes on the Lands (the "Annual Audit"). The Owner will provide the City with a copy of the results of each Annual Audit within 30 days of completing the Annual Audit to the reasonable satisfaction of the Owner; and
- (iv) subject to the *Residential Tenancy Act* and other applicable laws, in the event that, to the knowledge of the Owner, a tenant of a Rental Housing Unit ceases to be employed for health related and research purposes on the Lands, the Owner will take all commercially reasonable steps to end or cause any PHC Entity to end the tenancy, which steps may include, without limitation, providing sufficient notice to end the tenancy and/or providing the tenant with a reasonable opportunity to correct the situation after providing notice of the failure to comply with a material term of the tenancy agreement;
- (g) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit to be sold or otherwise transferred unless title to every Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, subject to Section 7.1;
- (h) throughout the Term, it will not suffer, cause or permit the Building containing the Rental Housing Units to be subdivided by subdivision plan, strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;

- (i) throughout the Term, any sale of a Rental Housing Unit in contravention of the covenant in Section 2.1(g), and any subdivision in contravention of Section 2.1(h), will in each case be of no force or effect, and the City will be entitled to apply for cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (j) it will insure, or cause to be insured, the Building containing the Rental Housing Units and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (k) throughout the Term, it will keep and maintain the Building containing the Rental Housing Units and all parts thereof in good repair and in a safe, clean, neat and tidy condition to the standard of a reasonable and prudent owner of similar buildings, subject to the *Residential Tenancy Act* and other applicable laws. If the Rental Housing Units or any part of any thereof are/is damaged, the Owner will, subject to the *Residential Tenancy Act* and other applicable laws, promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (l) if any Building containing the Rental Housing Units is damaged, destroyed or demolished before the end of the 60th anniversary of the date the final Occupancy Permit for such Building was issued, then it will promptly take all commercially reasonable steps to enable it to repair such Building or build a replacement building or buildings on the Lands, which repaired Building or replacement building(s) will contain not less than the same number and type of replacement Rental Housing Units as the Building formerly contained, which replacement Rental Housing Units will be subject to the same use restrictions as the Building pursuant to this Agreement for the duration of the Term.

ARTICLE 3 OCCUPANCY RESTRICTION

- 3.1 **No Occupancy.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the Buildings that the Lands and Buildings will not be used or occupied except as follows:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building containing the Rental Housing Units and will take no action, directly or indirectly, to compel the issuance of any such Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect, in form and substance satisfactory to the City; and
 - (b) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the Building containing the Rental Housing Units until such time as the Owner has complied with Section 3.1(a); and

without limiting the general scope of ARTICLE 6, but subject to the terms thereof, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Claims that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

Notwithstanding the foregoing or any other provision of this Agreement, if the Owner, despite having proceeded diligently to satisfy the conditions set out in this Section 3.1, is delayed in doing so by the occurrence of a public health emergency or other Event of Force Majeure, the City will work with the Owner in good faith to arrive at a mutually acceptable arrangement under which a withholding or delay in issuance of an Occupancy Permit or any other permit in respect of a Building or the Lands will be avoided, it being understood and agreed, notwithstanding the foregoing, that the City will in no way be obligated to issue any such permit until and unless the conditions contained in Section 3.1 have been satisfied.

ARTICLE 4 RECORD KEEPING

- 4.1 Record Keeping.** The Owner will keep accurate records pertaining to the use and occupancy of the Rental Housing Units, such records to be to the satisfaction of the City, which records must include the evidence obtained by the Owner of the eligibility of the tenants to occupy the Rental Housing Units. The Owner shall retain such records for a minimum of five years after the expiration or earlier termination of the applicable tenancy agreement. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 5 ENFORCEMENT

- 5.1 Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it shall be entitled to court costs on a solicitor and own client basis.

ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity.** Subject to Section 6.3, and except to the extent the Claim is attributable to the gross negligence or wrongful intentional acts or omissions of the City or City Personnel, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Claims which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Claims which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:
- (ii) reviewing, accepting or approving the design, specifications, materials and methods for construction of any Building or any part thereof;
- (iii) withholding any permit pursuant to this Agreement; or
- (iv) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (v) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Claims are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Claims which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

6.2 Nature of Indemnities. The indemnities in this ARTICLE 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.3 Conduct of Proceedings.

- (a) In the event that any Claim is brought or made against the City or any City Personnel for which the Owner has agreed to indemnify and save harmless the City or any City Personnel, the City shall provide reasonable written notice of the Claim to the Owner. Subject to Section 6.3(b), the Owner shall, upon written notice to the City, assume the defence of the Claim on behalf of the City or City Personnel and have sole carriage of the action, subject to the conditions or the terms hereinafter provided. The Owner may settle a Claim in its sole discretion without approval by the City provided that such settlement requires no more than the payment of money and results in the final, full and complete release of the City (or any City Personnel, as applicable). Any proposed settlement which would require the City or any City Personnel to assume or be exposed to any liability whatsoever, admit wrongdoing or take or refrain from taking any action shall require the prior written approval of the City. Any settlement or judgment rendered with respect to a Claim shall be wholly paid by the Owner, including all legal, expert or other expenses incurred by the Owner or the City in relation thereto. The City agrees to provide reasonable assistance to the Owner in the defence of a Claim,

including providing any relevant information that the City has with respect to the Claim; provided that no breach or default by the City, save for wrongful intentional acts or omissions, in providing any information shall negate or in any way reduce or impact the covenants of the Owner to release and indemnify the City or any City Personnel or the covenants of the Owner in Section 6.1.

- (b) Section 6.3(a) will not apply if the City exercises the following right. The City will have the right, but not the obligation, to conduct the defence of any Claim described in Section 6.3(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the Claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the Claim be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the Claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City,

provided however that if the City wishes to settle any Claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. For greater certainty, the indemnity contained in Section 6.1 will remain in full force and effect and will continue to apply to all Claims regardless of whether the City exercises its rights under Section 6.3(b). In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Article.

- (c) Regardless of whether the Claim is being defended under Section 6.3(a) or Section 6.3(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 6.4 Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 7 TRANSFER OF LANDS

- 7.1 Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof

(other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 7.1, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

ARTICLE 8 NOTICES

- 8.1 Notice.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia or by personal delivery:

- (a) in the case of the Owner addressed to it at:

Providence Health Care Society
c/o St. Paul's Hospital
344 Burrard Building
1081 Burrard Street
Vancouver, BC V6Z 1Y6

Attention: President and CEO, Providence Health Care

- (b) and in the case of the City addressed to it at:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: City Clerk, with concurrent copies to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services.

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request, or on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

**ARTICLE 9
MISCELLANEOUS**

- 9.1 Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person or corporation whatsoever, and the City may, at its sole option, execute a release of this Agreement at any time without liability to anyone for so doing.
- 9.2 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated whether by strata plan, subdivision plan or otherwise.
- 9.3 Amendments.** Any amendment to this Agreement will have no force or effect unless in writing and the City and the Owner have signed the amendments.
- 9.4 Assignment by City.** The City, upon prior written notice to the Owner, may assign all or any part of this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities and services as are contemplated by this Agreement; and the City may designate licensees and permittees for any and all purposes of this Agreement.
- 9.5 City Court Costs.** In an action to enforce this Agreement in respect of which the Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 9.6 City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.7 Damages Insufficient.** The Owner acknowledges that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, injunctive relief (whether prohibitory, mandatory or otherwise) or other equitable relief in connection with any default by the Owner under this Agreement.
- 9.8 Entire Agreement.** This is the entire agreement between the City and the Owner concerning its subject and it may be changed only in a document executed by the City and the Owner.

- 9.9 Further Assurances.** The parties to this Agreement will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.
- 9.10 Joint and Several.** Any covenants, agreements, conditions, or promises made by two or more persons shall be construed as joint as well as several, including any payments or compensation to be paid pursuant to this Agreement. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 9.11 No Assignment.** The Owner shall not assign this Agreement or any of its rights or obligations hereunder except in strict accordance with this Agreement.
- 9.12 No Waiver.** No consent or waiver, expressed or implied, by the City of any default by the Owner in observing or performing its obligations under this Agreement will be effective unless given in writing, or be deemed or construed to be a consent or waiver of any other default. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. Failure on the part of the City to complain of any act or failure to act by the Owner or to declare the Owner in default, irrespective of how long such failure continues, will not constitute a waiver by the City of its rights under this Agreement or at law or in equity. No waiver by the City of any breach of this Agreement operates as a waiver of any other breach of this Agreement.
- 9.13 Owner's Costs.** Unless otherwise provided, the Owner will be responsible for all costs and expenses incurred to comply with its obligations under this Agreement.
- 9.14 Owner's Duties as Occupier.** Nothing in this Agreement will abrogate or limit the Owner's duties and liability as occupier of the Lands.
- 9.15 Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

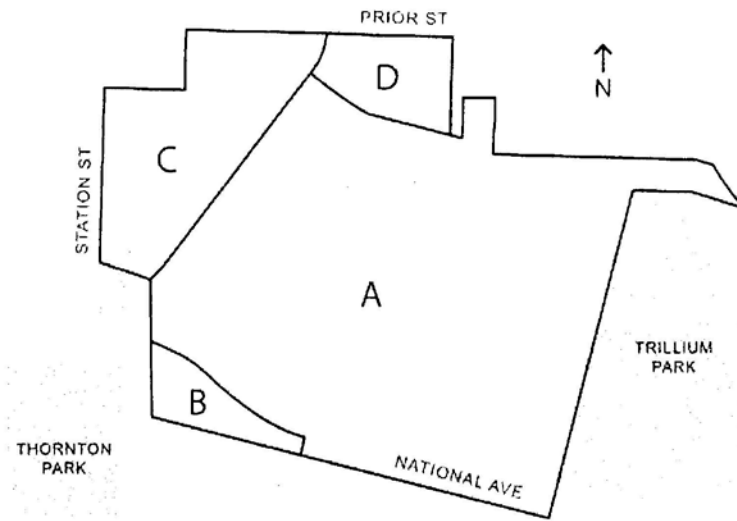
- 9.16 Force Majeure.** If an Event of Force Majeure occurs or is likely to occur, the Owner will promptly notify the City of the particulars of the relevant event or circumstance and, if reasonably possible, supply supporting evidence. The Owner will use best efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of the Owner) and to resume, with the least possible delay, its compliance with duties, covenants and obligations under this Agreement. Neither the City nor the Owner will be liable to the other for any delay, interruption or failure in the performance of its duties, covenants, or obligations under this Agreement if caused by an Event of Force Majeure, and any time limited for the performance of such duties, covenants or obligations under this Agreement will be postponed for a period equal to the delay occasioned by such an Event of Force Majeure.
- 9.17 Registration.** The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Rezoning or the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.18 Remedies Cumulative.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City in this Agreement will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity. No reference to nor exercise of any specific right or remedy under this Agreement or at law or in equity by the City will prejudice, limit or preclude the City from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or remedy, but the City may, from time to time, exercise any one or more of such rights or remedies independently, successively, or in combination.
- 9.19 Severability.** If a court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and such other provisions will be binding and enforceable to the fullest extent permitted at law or in equity.
- 9.20 Time of Essence.** Time will be of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party.

9.21 Enurement. This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors, administrators and permitted assigns

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

Schedule "A"

Sketch Plan - Sub-Areas of Parent Lands



END OF DOCUMENT