

BOARD MEETING

AGENDA

1. CALL MEETING TO ORDER

1.1 LAND ACKNOWLEDGEMENT

With deep gratitude and respect, we are honoured to be learning and unlearning on the ancestral and unceded lands of the xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh Úxwumixw (Squamish Nation) and səliłwətał (Tseil-Waututh Nation).

1.2 OPENING REMARKS

The meeting is currently being broadcasted live, and both the audio and video recordings will be accessible to the public for viewing even after the meeting ends. Footage from this meeting may be viewed from Canada or anywhere else in the world.

2. APPROVAL OF AGENDA

That the agenda be approved as presented.

3. ADOPTION OF MINUTES

3.1 Public Delegation Meeting of May 25, 2026

3.2 Board Meeting of May 27, 2026

That the minutes of the May 25, 2026 Public Delegation Board meeting and May 27, 2026 Board meeting be adopted as circulated.

3.3 Matters Arising from the Minutes

4. SUPERINTENDENT'S UPDATE

4.1 Superintendent's Highlights

5. COMMITTEE REPORTS

5.1 FACILITIES PLANNING COMMITTEE

5.1.1 Report: Meeting of June 3, 2026

5.1.2 Matters Arising

5.1.2.1 2027-2028 Five-Year Capital Plan and Minor Capital Plan

That the Board of Education of School District No. 39 (Vancouver) approve the 2027-2028 Five-Year Major Capital Plan and the 2027-2028 Minor Capital Plan for submission to the Ministry of Infrastructure;

AND Further;

That the Board request approval from the Ministry of Infrastructure to use \$27,360,000 of Ministry Restricted Capital to fund the following capital improvements: up to \$11,360,000 for building system upgrades, up to \$10,000,000 for accessible inclusive washroom upgrades and up to \$6,000,000 for the removal of vacant buildings.

5.1.2.2 Rezoning Requirements for the New Elementary School at Olympic Village

1. *That the School District No. 39 (Vancouver) Olympic Village Elementary School Rezoning Charges Bylaw, 2026 be given three (3) readings at this meeting. (VOTE MUST BE UNANIMOUS)*

2. *That the School District No. 39 (Vancouver) Olympic Village Elementary School Rezoning Charges Bylaw, 2026 be:*

Read a first time the 17th day of June, 2026;

Read a second time the 17th day of June, 2026;

Read a third and final time, passed and adopted this 17th day of June, 2026.

5.2 POLICY AND GOVERNANCE COMMITTEE

5.2.1 Matters Arising from the November 12, 2025 Meeting

5.2.1.1 Process for Review and Update of the Education Plan and Policy 1 – Foundational Statements

*That the Board approve the process and timeline for the review and update of the VSB Strategic Plan and Policy 1 – Foundational Statements, as outlined in this report; and,
That the Board direct the Superintendent to undertake evidence gathering, internal engagement, and planning for public engagement in 2026, with broader public engagement, draft development, and final recommendations to occur following the 2026 trustee election.*

6. OLD BUSINESS

6.1 Matters Arising from the May 27, 2026 Board Meeting: Trustee Remuneration

That the Board approve the following remuneration levels effective November 1, 2026:

- *Board Chair: \$54,100*
- *Board Vice Chair: \$47,800*
- *Trustees: \$41,600*

7. STUDENT TRUSTEE REPORT

(The online link for submitting questions to this meeting will now be closed.)

8. REPORTS FROM TRUSTEE REPRESENTATIVES

8.1 Report from Trustee Mah on the City of Vancouver Youth, Children, and Family Advisory Committee meeting held on May 28, 2026

9. NEW BUSINESS

9.1 School District No. 39 (Vancouver) Trustee Elections Bylaw No. 6

1. *That the School District No. 39 (Vancouver) Trustee Elections Bylaw No. 6 be given three readings at this meeting. (VOTE MUST BE UNANIMOUS)*
2. *That the School District No. 39 (Vancouver) Trustee Elections Bylaw No. 6 be:
Read a first time the 17th day of June, 2026;
Read a second time the 17th day of June, 2026;
Read a third and final time, passed and adopted 17th day of June, 2026.*

10. NOTICES OF MOTION

11. PUBLIC QUESTION PERIOD (Submitted through the online link)

12. REPORT ON PRIVATE SESSION

- 12.1 Special Meeting of June 8, 2026 and June 9, 2026
- 12.2 Special Meeting of June 17, 2026
- 12.3 Meeting of June 17, 2026

12. ADJOURNMENT

PUBLIC DELEGATION BOARD MEETING MINUTES

Monday, May 25, 2026 at 5:00pm

The Board of Education of School District No. 39 (Vancouver) met on Teams on Monday, May 25, 2026 at 5:00pm. The meeting was live-streamed.

Trustees Present:

Victoria Jung, Chairperson
Janet Fraser, Vice-Chairperson
Lois Chan-Pedley
Alfred Chien
Preeti Faridkot
Suzie Mah
Christopher Richardson

Trustees Absent with Regrets:

Jennifer Reddy
Joshua Zhang

Senior Team Members Present:

Flavia Coughlan, Secretary Treasurer
Helen McGregor, Superintendent

Also Present:

Judy Mah, Executive Coordinator (Recorder)

1. CALL MEETING TO ORDER

1.1. Indigenous Land Acknowledgement

The Chairperson called the meeting to order. She acknowledged that with deep gratitude and respect, we are honoured to be learning and unlearning on the ancestral and unceded lands of the x^wməθk^wəyəm (Musqueam), S_kwxwú7mesh Úxwumixw (Squamish Nation) & səliłwətał (Tseil-Waututh Nation).

1.2. Opening Remarks

The Chairperson informed everyone the meeting was being live-streamed, and the audio and visual recording would be available to the public for viewing after the meeting. The footage of the meeting could be viewed inside and outside of Canada. She reviewed meeting decorum for respectful behavior.

2. DELEGATIONS

The Chairperson reviewed the Procedure for Delegations to the Board noting that the information was also detailed on the overhead presentation slide.

2.1. Delegations

2.1.1 Sherry Breshears re: School Liaison Officer Program Report

The delegate presented her views on the School Liaison Officer Program Evaluation Report that was presented to the Policy and Governance Committee on May 13, 2026.

There were no clarifying questions received from Trustees.

3. ADJOURNMENT

Trustees agreed to adjourn by consensus.

The meeting adjourned at 5:09 pm.

Flavia Coughlan, Secretary Treasurer

Victoria Jung, Chairperson

BOARD MEETING MINUTES

Wednesday, May 27, 2026 at 7:00pm

The Board of Education of School District No. 39 (Vancouver) met in room 114 (the Boardroom), VSB Education Centre, 1580 West Broadway, Vancouver, B.C. on Wednesday, May 27, 2026, at 7:00pm. The meeting was live streamed.

Trustees Present:	Victoria Jung, Chairperson Janet Fraser, Vice-Chairperson Alfred Chien Preeti Faridkot Suzie Mah Christopher Richardson Joshua Zhang Freddie Zhang (Student Trustee)
Trustees Absent with Regrets:	Lois Chan-Pedley Jennifer Reddy
Senior Team Members Present:	Helen McGregor, Superintendent of Schools Flavia Coughlan, Secretary Treasurer Pedro da Silva, Associate Superintendent Maureen McRae-Stanger, Associate Superintendent Janis Myers, Associate Superintendent Alison Ogden, Associate Superintendent Jessie Gresley-Jones, Executive Director, Facilities Lorelei Russell, Executive Director, Finance
Also Present:	Jiana Chow, Communications Manager Judy Mah, Executive Coordinator (Recorder)

1. CALL MEETING TO ORDER

1.1. Land Acknowledgement

The Chairperson called the meeting to order. She acknowledged with deep gratitude and respect, we are honoured to be learning and unlearning on the ancestral and unceded lands of the xʷməθkʷəy̓əm (Musqueam), Sk̓wxwú7mesh Úxwumixw (Squamish Nation) and səliłwətał (Tsleil-Waututh Nation).

1.2. Opening Remarks

The Chairperson welcomed members of the audience to the meeting. She reviewed meeting decorum, and the process for submitting questions to the Board during question period. She noted that members of the audience could also submit questions for the Public Question Period using the device available in the boardroom. She then encouraged all participants to put their phones away or on silent to ensure effective engagement and interactive discussion.

In her opening remarks, the Chairperson acknowledged Red Dress Day and the National Day of Awareness for Missing and Murdered Indigenous Women, Girls and Two-Spirit People and recognized May as Mental Health Awareness Month. She noted that schools across the District were entering the final month of the school year, with year-end activities, celebrations of learning, and graduation preparations underway. On behalf of the Board, she extended best wishes to graduating students and thanked educators, support staff, and administrators for their ongoing support of students. She thanked Student Trustee Freddie Zhang and Vancouver District Students' Council executives for joining trustees for dinner on May 27, 2026.

2. APPROVAL OF AGENDA

Moved by V. Jung, seconded by S. Mah, that the agenda be approved as presented.

The Chairperson asked if there were any trustees not in support of the motion. There being none, the agenda was

APPROVED UNANIMOUSLY

3. ADOPTION OF MINUTES

3.1 Board Meeting of April 29, 2026

3.2 Special Board Meeting of April 30, 2026

3.3 Matters Arising from the Minutes

Moved by J. Fraser, seconded by S. Mah, that the minutes of the April 29, 2026 Board meeting and April 30, 2026 Special Board meeting be adopted as circulated

The Chairperson asked if there were any trustees not in support of the motion. There being none, the minutes were

APPROVED UNANIMOUSLY

4. SUPERINTENDENT'S UPDATE

4.1. Superintendent's Highlights

The Superintendent shared a presentation that highlighted recent events and achievements for the District, and their alignment with the VSB Education Plan.

She presented the Superintendent's tribute and recognized the positive contributions from community partner, the Sarah McLachlan School of Music.

She then highlighted the following under the Superintendent's Highlights:

- Red Dress Day and May 5th National Day of Awareness and Action for Missing and murdered Indigenous Women, Girls and two spirit people.
- Celebration of the Grade 7 Moving Forward Ceremony on May 20, 2026.
- 2nd Annual Student Plant Communities Film Festival held on May 4, 2026, followed by a showcase of films by secondary students at the Vancouver District Film Festival.
- 2026 Provincial Skills Competition with VSB students winning four gold, five silver and four bronze medals in workplace safety, Fashion technology, architectural computer-aided design and drafting (CADD), carpentry and many others.
- Accessibility at VSB with VSB students participating in the inaugural OneAbility Games at the Richmond Olympic Oval from May 13-17, 2026 and the Eastside Life Skills Event at Windermere Secondary on May 22, 2026.
- The District's After the Bell podcast featuring sustainability education and an upcoming episode on Microsoft Co-Pilot 13 Plus for students.

5. COMMITTEE REPORTS

5.1. EDUCATION PLAN COMMITTEE

5.1.1 Report: Meeting of May 6, 2026

The Chairperson of the Committee, A. Chien, presented the report of the May 6, 2026 meeting, a copy of which is filed with these minutes. The report includes information on the following items:

- School Codes of Conduct - Personal Digital Devices
- Framework for Enhancing Student Learning (FESL) – Updates on Human and Social Development

Moved by A. Chien, seconded by J. Fraser, that the report of the May 6, 2026 meeting be received.

The Chairperson asked if there were any trustees not in support of the motion. There being none, the motion was

APPROVED UNANIMOUSLY

5.1.2 Matters Arising

5.1.2.1 School Codes of Conduct - Personal Digital Devices

Moved by A. Chien, seconded by C. Richardson, that the Board defer consideration of the motion at this time and request that additional refinements be made to clarify key elements of the proposed direction, in order to support informed Board decision-making.

Trustees provided comments and asked questions, and Trustee Chien and staff provided clarifying responses.

In response to a trustee's inquiry, the Superintendent informed the Board that an update on personal digital devices could be provided to the Education Plan Committee in spring 2027, after refinements and proposed strategies are implemented.

CARRIED UNANIMOUSLY

5.2. FINANCE AND PERSONNEL COMMITTEE

5.2.1 Report: Meeting of May 13, 2026

The Chairperson of the Committee, J. Fraser, presented the report of the May 13, 2026 meeting, a copy of which is filed with these minutes. The report includes information on the following items:

- School Fee Schedules for 2026-2027
- 2025-2026 Third Quarter Financial Update

Moved by J. Fraser, seconded by C. Richardson, that the report of the May 13, 2026 meeting be received.

Following discussion, the Chairperson asked if there were any trustees not in support of the motion. There being none, the motion was

APPROVED UNANIMOUSLY

5.2.2 Matters Arising

5.1.2.2 School Fee Schedules for 2026-2027

Moved by J. Fraser, seconded by J. Zhang, that the Board approve the school fee schedules for the 2026-2027 school year.

Trustee Fraser reported that the school fee schedules contain the school district's financial hardship clause.

CARRIED UNANIMOUSLY

5.3. POLICY AND GOVERNANCE COMMITTEE

5.3.1 Report: Meeting of May 13, 2026

In the Chairperson's absence, the vice-chairperson of the Committee, S. Mah, presented the report of the May 13, 2026 meeting, a copy of which is filed with these minutes. The report includes information on the following items:

- Evaluation of the School Liaison Officer Program
- Receipt of Advocacy Subcommittee Report
- Draft Policy Review - Trustee Remuneration and Expenses Policy

Moved by S. Mah, seconded by C. Richardson, that the report of the May 13, 2026 meeting be received.

The Chairperson asked if there were any trustees not in support of the motion. There being none, the motion was

APPROVED UNANIMOUSLY

Under matters arising from the May 13, 2026 Policy and Governance Committee meeting, Trustee Mah asked for another trustee to move the recommendation for Policy 6 – Trustee Remuneration and Expenses, so that she could speak on the motion.

5.3.2 Matters Arising

5.3.2.1 Policy 6 – Trustee Remuneration and Expenses

Moved by C. Richardson, seconded by P. Faridkot, that the Board approve Policy 6 - Trustee Remuneration and Expenses and further that the Board rescind trustee remuneration and expenses guidelines set out in Appendix B of Policy 7 - Board Operations.

Trustees provided comments pertaining to the motion.

Trustee Mah asked to move a motion to postpone consideration of the approval of Policy 6 until December 2026.

Moved by S. Mah, seconded by J. Fraser, that the Board postpone consideration of the approval of Policy 6 – Trustee Remuneration and Expenses until December 2026.

Trustees provided comments and engaged in discussion pertaining to the proposed amendment to the motion.

At the Board Chair’s request, the Secretary Treasurer clarified that, under the draft policy, any review of trustee remuneration and approval of revised compensation levels would occur in the final year of each board term and would apply to the subsequent board. Any changes approved by this Board would only apply to remuneration and expenses for the trustees elected in October 2026.

Following discussion, trustees voted on the amendment to the motion.

That the Board postpone consideration of the approval of Policy 6 – Trustee Remuneration and Expenses until December 2026.

DEFEATED

For: S. Mah

Against: A. Chien, P. Faridkot, J. Fraser, S. Mah, C. Richardson, J. Zhang

Trustees returned to the main motion. Following discussion, trustees voted on the motion.

That the Board approve Policy 6 - Trustee Remuneration and Expenses and further that the Board rescind trustee remuneration and expenses guidelines set out in Appendix B of Policy 7 - Board Operations.

CARRIED

For: A. Chien, P. Faridkot, J. Fraser, S. Mah, C. Richardson, J. Zhang

Against: S. Mah

Trustee Mah reported that there was a recommendation from the November 12, 2025 meeting concerning Policy 18 - Student Trustee.

5.3.3 Matters Arising from November 12, 2025 Meeting

5.3.2.2 Policy 18: Student Trustee

Moved by S. Mah, seconded by C. Richardson, that the Board approve Board Policy 18: Student Trustee.

Trustee Fraser informed the Board of a minor error in section 6.3, noting that the wording, “out of” should be added before the word “district” in the sentence, “attending one **out of** district conference opportunity per school year,”

Trustee Mah asked to move an amendment to the motion.

Moved by S. Mah, seconded by V. Jung, that the Board approve Board Policy 18: Student Trustee with section 6.3 being amended to include “out of District”.

CARRIED UNANIMOUSLY

Trustees returned to the main motion as amended.

That the Board approve Board Policy 18: Student Trustee with section 6.3 amended to include “out of District”.

CARRIED UNANIMOUSLY

In response to a trustee’s question about obtaining the VSB-specific data from the School Liaison Officer (SLO) Report presented at the May 13, 2026 Policy and Governance Committee meeting, the Superintendent informed the Board that this information would be shared publicly on the VSB website at the end of June 2026, once it has been received from the party that had prepared the report.

In response to a trustee’s procedural question, the Board Chair noted that requests to add items to a meeting agenda should be referred to the Agenda Setting Committee for review and approval.

6. STUDENT TRUSTEE REPORT

The student trustee presented a report highlighting recent activities and upcoming key initiatives for the Vancouver District Students’ Council (VDSC) for the 2025-2026 school year.

He reported on the continued growth of student leadership across the District, highlighting initiatives such as spirit day activities, mental health focused art showcases, cultural celebrations, indoor track meets, and Red Dress Day commemorations. He also shared updates from the City of Vancouver’s proclamation of Child and Youth Mental Health Day, the launch of the VDSC’s Annual Arts Gala, featuring the theme, What Comfort Looks Like for Students, preparations for the Student Leadership Grants Showcase, and the conclusion of elections for next year’s Senior Executive Team. The student trustee concluded his presentation by sharing his experience from the Ontario Student Trustees’ Association Annual General Meeting.

Trustees provided comments and asked questions, and the student trustee responded.

The Board Chair recognized Student Trustee Freddie Zhang for his contributions and congratulated him on his re-election as Student Trustee for a second year.

The Chairperson announced the online link for submitting questions to the meeting would now be closed.

7. REPORTS FROM TRUSTEE REPRESENTATIVES

7.1 Report from Trustee Fraser on the City of Vancouver Urban Indigenous Peoples’ Advisory Committee meeting held on March 30, 2026.

The Chairperson thanked Trustee Fraser for submitting a liaison trustee report for the Urban Indigenous Peoples’ Advisory Committee.

8. NEW BUSINESS

There were no items under New Business.

9. NOTICES OF MOTION

There were no notices of motion submitted for the meeting.

The Chair called a break at 8:25 pm. The meeting resumed at 8:49 pm

10. PUBLIC QUESTION PERIOD

The Chairperson informed the board that five questions were received during the public question period pertaining to the following:

- Educational Assistants Leave Provisions
- Social media claims regarding PE and Music Programs, noting that families with concerns are encouraged to contact their principal
- Supports for bullying and racism
- Student engagement and personal digital devices
- Meeting procedures and the Chair's Role

11. REPORT ON PRIVATE SESSION

11.1 Meeting of April 29, 2026

The Board authorized the Board Chair to report to the May 27, 2026 Public Meeting that, at the Special Private Session of April 29, 2026, the Board discussed personnel, property, legal matters and business interests.

11.2 Special Meeting of April 29, 2026

The Board authorized the Board Chair to report to the May 27, 2026 Public Meeting that, at the Special Private Session of April 29, 2026, the Board discussed bargaining matters;

And,

That at the Special Private Session of April 29, 2026, Trustee Faridkot recused herself from the meeting due to a potential conflict of interest.

11.3 Special Meeting of May 25, 2026

The Board authorized the Board Chair to report to the May 27, 2026 Public Meeting that, at the Special Private Session of May 25, 2026, the Board discussed an appeal matter.

11.4 Meeting of May 27, 2026

The Board authorized the Board Chair to report to the May 27, 2026 Public Meeting that, at the Special Private Session of May 27, 2026, the board discussed personnel, property, legal matters, business interests, bargaining matters, and approved a revised policy 14 school closure;

And,

That at the private session of May 27, 2026, Trustee Faridkot recused herself from part of the meeting due to a potential conflict of interest.

The Chairperson also noted that the revised Policy 14 was now available on the website.

12. ADJOURNMENT

The meeting adjourned by consensus at 8:55 pm.

Flavia Coughlan, Secretary Treasurer

Victoria Jung, Chairperson

FACILITIES PLANNING COMMITTEE

Wednesday, June 3, 2026

Committee Report to the Board, June 17, 2026

The Chairperson of the Committee called the meeting to order at 5:01 pm. She acknowledged with deep gratitude and respect, we are honoured to be learning and unlearning on the ancestral and unceded lands of the xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh Úxwumixw (Squamish Nation) & səliłwətał (Tsleil-Waututh Nation).

This meeting was live-streamed, and both the audio and visual recordings were also available to the public for viewing after the meeting. Footage from this meeting may be viewed from Canada or anywhere else in the world.

A presentation detailing the flow of the agenda was shown throughout the meeting, a copy of which is on file with the meeting agenda.

1. 2027-2028 Five-Year Capital Plan and Minor Capital Plan

The Executive Director of Facilities presented a report dated June 3, 2026, titled **2027-2028 Five-Year Capital Plan and Minor Capital Plan**. He outlined the proposed 2027-2028 Capital Plan submission including major capital programs (Seismic Mitigation Program and Expansion Program) and minor capital programs (School Enhancement Program, Carbon Neutral Capital Program, Playground Equipment Program and Food Infrastructure Program).

He further highlighted the projects proposed to be funded by requesting ministerial approval for the use of Ministry Restricted Capital. The priorities include building system upgrades, washroom upgrades and removal of vacant buildings.

Committee members, trustees and stakeholder representatives were given the opportunity to provide feedback and staff answered questions and provided clarification on various points. In particular, questions pertaining to alternate use of vacant buildings were raised.

The majority of committee members, except for Trustee Mah, consented to forward the following recommendation to the Board for consideration:

THAT the Board of Education of School District No. 39 (Vancouver) approve the 2027-2028 Five-Year Major Capital Plan and the 2027-2028 Minor Capital Plan for submission to the Ministry of Infrastructure;

AND Further;

THAT the Board request approval from the Ministry of Infrastructure to use \$27,360,000 of Ministry Restricted Capital to fund the following capital improvements: up to \$11,360,000 for building system upgrades, up to \$10,000,000 for accessible inclusive washroom upgrades and up to \$6,000,000 for the removal of vacant buildings.

2. Rezoning Requirements for the New Elementary School at Olympic Village

The Executive Director of Facilities presented a report dated June 3, 2026, titled **Rezoning Requirements for the New Elementary School at Olympic Village**. He outlined the requirement to register several agreements with the City of Vancouver for the leased property to enable the new school to proceed through the permitting process. The three agreements will complete the rezoning conditions and

support necessary services and infrastructure and are typical of all other rezonings and development sites in Vancouver.

Committee members, trustees and stakeholder representatives were given the opportunity to provide feedback and staff answered questions and provided clarification on various points. In particular, trustees discussed advocacy to the province to fulfil commitments for the delivery of seismically safe schools. It was determined this could be a possible topic for discussion at the advocacy committee.

There was unanimous consent from committee members to forward the following recommendation to the Board for consideration:

THAT the School District No. 39 (Vancouver) Olympic Village Elementary School Rezoning Charges Bylaw, 2026 be given three (3) readings, passed and adopted at the June 17, 2026, Public Board meeting.

3. Child Care Update

The Executive Director of Facilities presented a report dated June 3, 2026, titled ***Child Care Update***. He highlighted key updates to child care initiatives on VSB school grounds including expanding childcare spaces and new funding opportunities. In addition, he summarized the initiatives underway in response to the April 20, 2026 board motion directing staff to undertake a feasibility study to assess the potential for a Vancouver School Board–operated pilot for licensed school-age child care (out-of-school care) at multiple school sites.

He reviewed the recent application to the Ministry for the new School Age Care on School Grounds (SACSG) program that supports low-cost expansion within existing schools. Six school sites were put forward for funding under this program.

Committee members, trustees and stakeholder representatives provided feedback and staff answered questions and provided clarification on various points. Specific questions were raised around the fulsome understanding of childcare needs and waitlists in Vancouver, and the Executive Director highlighted the challenges this presents and the collaboration with the City of Vancouver to better understand these demands.

4. Secure Bike Infrastructure

The Manager of Energy and Climate presented a report dated June 3, 2026, titled ***Secure Bike Infrastructure***. He highlighted the strategies to improve security for bicycle parking and to encourage active travel to schools. Focus was given to the types of bike parking available at various sites and the advantages and challenges of each.

Committee members, trustees and stakeholder representatives were given the opportunity to provide feedback and staff answered questions and provided clarification on various points. Trustees identified that staff should be conscious of providing adequate parking at the new school in Olympic Village due to its limited on-site parking. Trustees also requested that the forthcoming travel survey include questions pertaining to the use of transit as a mode of travel to and from school.

Before the meeting concluded, the Chair noted that it was the final Facilities Planning Committee meeting of the year and expressed appreciation to all members for their contributions throughout the year.

The meeting adjourned at 6:28 pm.

Preeti Faridkot, Chairperson

Committee Members Present:

Preeti Faridkot (Chair)
Victoria Jung
Christopher Richardson (Alt.)
Suzie Mah (Alt.)

Committee Members Absent:

Joshua Zhang (Vice-Chair)
Jennifer Reddy

Senior Team Members Present:

Flavia Coughlan, Secretary Treasurer
Helen McGregor, Superintendent
Maureen McRae-Stanger, Associate Superintendent
Jessie Gresley-Jones, Executive Director, Facilities

Association Representatives Present:

Suzette Magri, CUPE 15
Tim Chester, IUOE
Dale Ambrose, VASSA
Laura Rhead, VEPVPA
John Silver, VSTA

Also Present:

Tara Hamer-Hayley, Manager of Leases
Ajaz Hasan, Director of Vancouver Projects Office
Ingrid Hawkins, Sr. Manager of Planning
Chris Lum, Manager of Energy, Climate Action, and Sustainability
Dmytro Plakhotnyk, Sr. Manager of Maintenance and Construction
Rosie Poetchke, Director of Instruction
Ana Chau (recorder)

June 17, 2026

TO: Board of Education

FROM: Facilities Planning Committee

RE: 2027-2028 Five-Year Capital Plan and Minor Capital Plan

*Reference to
Education Plan*

GOALS AND OBJECTIVES:

- Goal 1: The Vancouver School Board will improve student achievement, physical and mental well-being, and belonging by...
- Improving school environments to ensure they are safe, caring, welcoming, and inclusive places for students and families.
- Goal 2: The Vancouver School Board will increase equity by ...
- Improving stewardship of the District’s resources by focusing on effectiveness, efficiency, and sustainability.

INTRODUCTION

This report contains a recommendation from the Facilities Planning Committee for the Board of Education to approve the submission to the Ministry of Infrastructure of the 2027–2028 Minor Capital Plan and the 2027–2028 Five-Year Capital Plan and for the Board to request approval from the Ministry of Infrastructure to use \$27,360,000 of Ministry Restricted Capital to fund the following capital improvements: up to \$11,360,000 for building system upgrades, up to \$10,000,000 for accessible inclusive washroom upgrades and up to \$6,000,000 for the removal of vacant buildings.

BACKGROUND

The Province, through the Education and Child Care Capital Branch of the Ministry of Infrastructure (the “Ministry”), requires Board approval for all Major and Minor Capital Plan submissions. The school district annually submits proposed projects for funding considerations under several capital programs.

The Major Capital Program requests must be submitted by June 30, 2026, and the Minor Capital Program requests must be submitted by September 30, 2026. The Ministry typically responds to school district submissions and confirms approved projects and funding after the provincial budget is announced in February 2027.

Additional child care expansion projects are also identified in the Child Care Update report (Item 3.1).

This report outlines the proposed 2027-2028 Capital Plan submissions including:

Major Capital Programs:

- Seismic Mitigation Program (SMP)
- Expansion Program (EXP) (*new schools and school additions*)

Minor Capital Programs:

- School Enhancement Program (SEP)
- Carbon Neutral Capital Program (CNCP)
- Playground Equipment Program (PEP)
- Food Infrastructure Program (FIP)

Eligibility requirements for each program are provided annually by the Ministry through the [Capital Planning Instructions](#).

MAJOR CAPITAL PROGRAM UPDATES

On March 27, 2026, the Vancouver Board of Education (VBE) received the Capital Budget Outcomes and Next Steps Letter from the Ministry, issued in response to the District’s 2026-2027 Five-Year Capital Plan submission. The March 27, 2026, letter confirmed that no major capital projects were advanced from Capital Plan status to Project Definition Report (PDR) status in 2026-2027.

Projects in Development from Previous Years

The following projects were funded in previous years and are in various stages of development, with the first two to be completed later this year, in time for the 2026-2027 school year:

- **Sir Wilfred Grenfell Elementary:** The seismic upgrade was approved in 2023 and is currently under construction. Completion is anticipated in advance of September 2026.
- **cəwās Ch’elxwá7elch Skwuláwtxw Seaside Elementary:** Funded through the sale of the underground development rights at the Lord Roberts Annex site to BC Hydro in 2018, the new elementary school in Coal Harbour is expected to be completed in advance of September 2026.
- **Lord Roberts Annex Site:** The Vancouver School Board (VSB) is working collaboratively with BC Hydro to facilitate the construction of a substation on a portion of the site, while concurrently planning for the long-term educational needs in the downtown peninsula. The Development Permit applications for the substation as well as the replacement school are in process and are available to the public through the City of Vancouver’s website ([1136 Nelson St - West End Substation \(DP-2025-00813\) development review | Shape Your City Vancouver](#)).
- **Elementary School at Olympic Village:** The new elementary school at Olympic Village project was funded in 2024 and work is underway to advance this important project. A project update was included in the April 8, 2026, Facilities Planning Committee agenda, and further information is available to the public on the VSB website ([Project Updates](#)).

STATUS OF SMP AND EXP

This section provides an overview of completed SMP and EXP projects, as well as those currently in progress. The maps in Figures 1 and 2 indicate the seismic status and location of each school building, as well as the capacity utilization by school catchment. As the VSB continues to see growing enrolment pressures concentrated in the Downtown and Central/Cambie Corridor, it becomes increasingly important to analyze the seismic status of schools within the context of the capacity utilization of school catchments in areas with disproportionately high enrolment demand. This helps the VSB to identify opportunities for priority projects that satisfy the complimentary objectives of capacity relief and seismic mitigation.

Figure 1 shows that once the Olympic Village School has been completed, six annexes, fifty elementary schools and seven secondary schools will be considered seismically safer schools, which includes medium seismic risk, “low” seismic risk, and completed SMP schools. That leaves four annexes, twenty-eight elementary schools, and eleven secondary schools that remain at high risk in a seismic event.

Table 1: Status of SMP

School Type	Seismically Safer Schools	High Risk Schools	Total	Percent Seismically Safer Schools
Annex	6	4	10	60%
Elementary	50	28	78	64%
Secondary	7	11	18	39%
Totals	63	43	106	59%

This list includes cəwās Ch'elxwá7elch Skwuláwtxw Seaside Elementary and the future elementary school in Olympic Village, but it excludes the existing Lord Roberts Annex.

Completed Projects

Tables 2, 3 and 4 list completed major capital projects (upgraded, replacement, and new construction) funded through the SMP or EXP programs since the inception of the Vancouver Project Office in 2014. Overall, projects related to seismic safety for the district are presented graphically in the maps in Figures 1 and 2.

Table 2: SMP Seismic Upgrades

School Name	School Type	Capital Program	Project Type	Year Completed
Grenfell	Elementary	SMP	Upgrade	2026*
Cavell	Elementary	SMP	Upgrade	2023
Livingstone	Elementary	SMP	Upgrade	2023
Byng	Secondary	SMP	Upgrade	2021
Wolfe	Elementary	SMP	Upgrade	2021
Selkirk	Elementary	SMP	Upgrade	2021
Maquinna	Elementary	SMP	Upgrade	2021
Jamieson	Elementary	SMP	Upgrade	2018
Kingsford-Smith	Elementary	SMP	Upgrade	2018
Strathcona	Elementary	SMP	Upgrade	2017

* Anticipated completion

Table 3: SMP Replacement Projects

School Name	School Type	Capital Program	Project Type	Year Completed
Hudson	Elementary	SMP	Replacement	2024
Hamber Secondary	Secondary	SMP	Replacement	2024
Bayview	Elementary	SMP	Replacement	2023
David Lloyd George	Elementary	SMP	Replacement	2023
Weir ⁺	Elementary	SMP	Partial Replacement	2023
wə́kʷaḥəs tə syaqʷəm	Elementary	SMP	Replacement	2023
Tennyson	Elementary	SMP	Replacement	2020
Maple Grove	Elementary	SMP	Replacement	2020
Fleming	Elementary	SMP	Replacement	2020
Nelson	Elementary	SMP	Replacement	2019
Kitsilano ⁺	Secondary	SMP	Partial Replacement	2018
L'Ecole Bilingue	Elementary	SMP	Replacement	2017
Queen Mary ⁺	Elementary	SMP	Partial Replacement	2016
Gordon	Elementary	SMP	Replacement	2016

⁺ Partial Replacement Projects

Table 4: EXP New Schools and Additions

School Name	School Type	Capital Program	Project Type	Year Completed
Hudson	Elementary	EXP	Addition	2025
Crosstown	Elementary	EXP	New School	2017
Norma Rose Point	Elementary	EXP	New School	2014

School Projects Currently in Progress

Tables 5 and 6 list the status of school projects with signed capital project funding agreements.

Table 5: Status of SMP Projects

School Name	School Type	Capital Program	Project Type	Year Completed
Grenfell	Elementary	SMP	Upgrade	2026*

* Anticipated Completion

Table 6: Status of EXP Projects

School Name	School Type	Capital Program	Project Type	Year Completed
cəwas Ch'elxwá7elch Skwuláwtxw Seaside**	Elementary	District Funded	New School	2026*
Olympic Village	Elementary	EXP	New School	Design

* Anticipated Completion

**Funded through the proceeds of the sale of the underground development rights at the Lord Roberts Annex site to BC Hydro

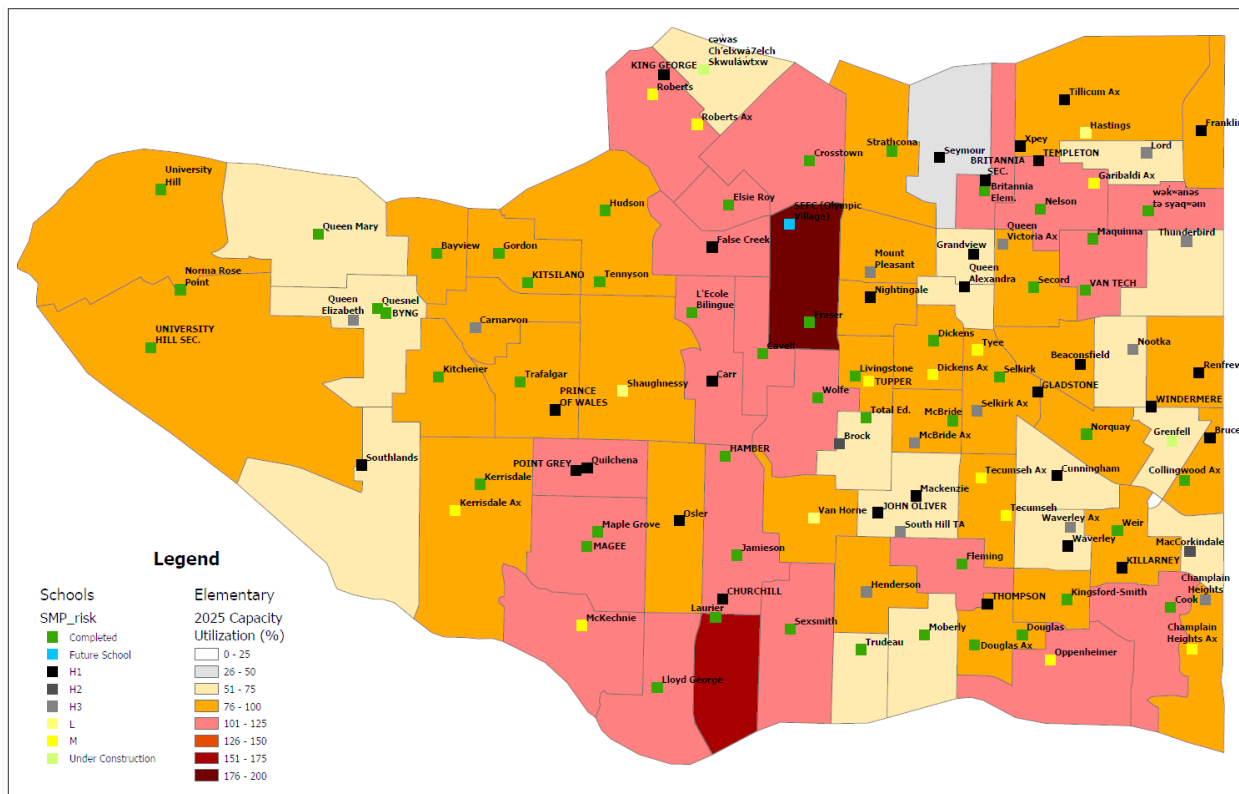


Figure 1: SMP Status and Capacity Utilization at the Elementary Level; Source: Baragar baseline data.

The image does not show Quesnel, Tennyson, L'Ecole Bilingue, Tyee and xpej utilization rates as the catchment is District boundary

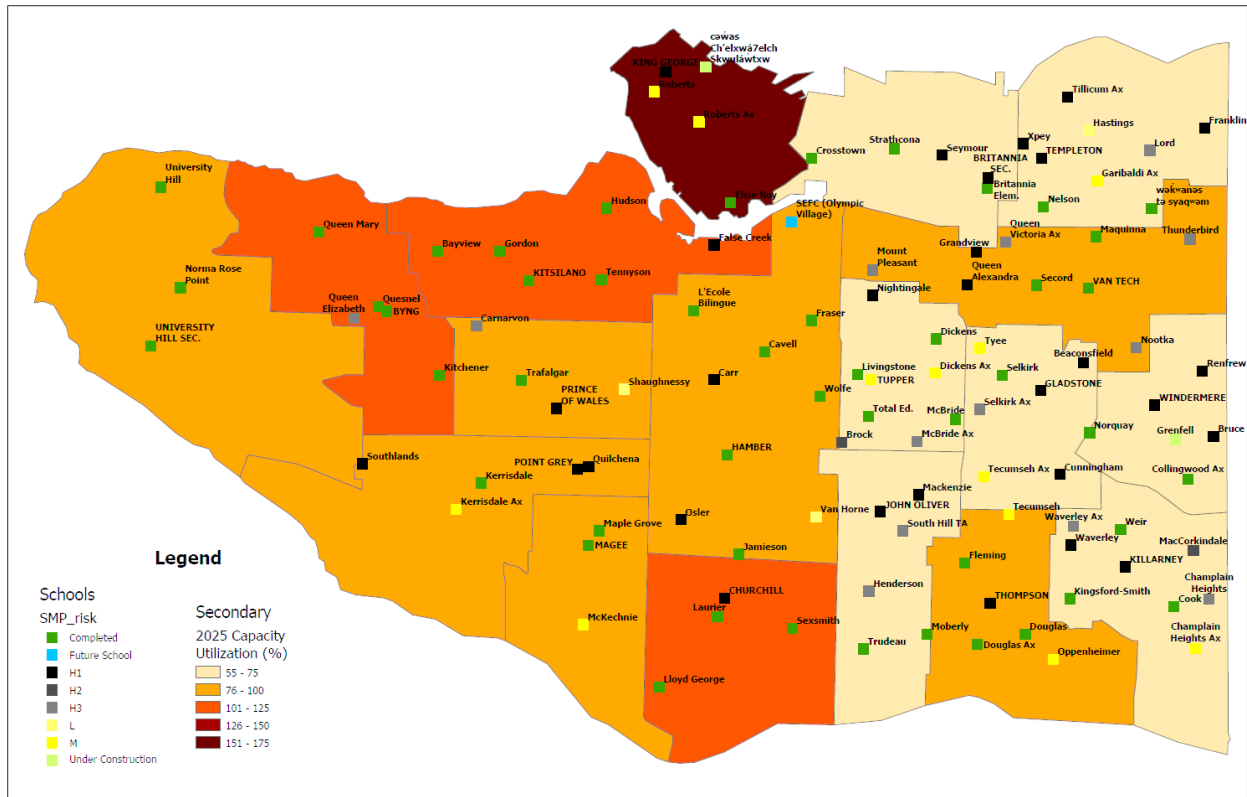


Figure 2: SMP Status and Capacity Utilization at the Secondary Level; Source: Baragar baseline data.

METHODOLOGY FOR PRIORITIZING SMP AND EXP PROJECTS

An analysis was completed in 2020 to review SMP and EXP project priorities. A pairwise decision-making tool was used to establish parameters considered relevant to project prioritization. Each parameter was matched and compared to determine which of the two is considered more critical to the project prioritization. From this series of comparisons, parameters were given a percentage of the total weight. Then, each SMP project was scored for each parameter based on a rubric for each, and the scores per parameter were weighted by the pairwise results. The projects were ordered by score to give a sense of priority.

The parameters used at that time were:

- High Seismic Risk Factor (percentage of the buildings gross floor area that is classified as H1 or H2 multiplied by school enrolment)
- High youth population within the catchment
- Large site size and operating capacity, providing flexibility for future programming
- High-capacity utilization
- Low availability of surplus seismically safe seats in surrounding schools
- Potential for limited-scope of project
- Availability of temporary accommodation options

A final lens is applied to the initial ranking list to consider factors like strategic priorities, expansion areas, possibilities for school replacement, and reconciliation considerations. The plan priorities developed in 2020 have not been re-assessed, primarily because the seismic mitigation program has not advanced substantively since that submission.

The enrolment projections completed in 2025 confirm that altering the above process is not necessary at this time. However, considering the above parameters, changes are recommended in capital planning priorities related to:

1. A larger-than-anticipated secondary school expansion required at King George Secondary.
2. The critical importance of aligning the sequence of BC Hydro substation construction with the Lord Roberts Annex replacement school.
3. The May 23, 2025 decision of the British Columbia Supreme Court in the *Conseil scolaire francophone de la Colombie-Britannique v British Columbia and Vancouver School Board*, 2025 BCSC 962, which requires that the VSB enter into discussions and negotiations with the Conseil Scolaire francophone de la Colombie-Britannique (CSF) regarding sites in Vancouver’s Northeast and Central Corridor, between Main and Granville Streets. These changes are explained in further detail under Project Requests – EXP.
4. The approval of the new elementary school at Olympic Village.
5. The timing of City of Vancouver plans for False Creek South.
6. High-capacity utilization and growth planned at UBC/UEL.

PROJECT REQUESTS – SMP

The parameters identified have been applied to the high-risk schools to prioritize the funding requests for the draft 2027-2028 Five-Year Capital Plan submission. District staff consider the prioritization of secondary schools and elementary schools as two distinct processes. However, interconnections exist between the two school levels, and the projects are ultimately submitted in a single, prioritized list.

Year 1 Priorities

Table 7: Year 1 Priority SMP Project Requests

CP Year	School Name	Nominal Capacity	Capital Program	Seismic Risk (2015 MECC)
1	King George Secondary*	375	SMP	H1
1	Mackenzie Elementary	635	SMP	H1
1	Killarney Secondary	2,200	SMP	H1
1	Renfrew Elementary	760	SMP	H1
1	Thompson Secondary	1,550	SMP	H1

**This SMP project can only be done in conjunction with the King George EXP project*

King George Secondary is the smallest secondary school in the District, with a nominal capacity of 375. The main classroom block of the school is identified as H1, representing a high seismic risk. The school enrolls 623 students and is operating at 166% capacity utilization in 2025-26. It is important to consider the King George SMP project in conjunction with a concurrent proposed EXP project, which would add an estimated 625-1,125 nominal capacity to the school. Enrolment forecasts indicate that King George is unable to accommodate all catchment enrolment demand. The ability to accommodate future secondary students from new elementary schools at cəwās Ch’elxwá7elch Skwuláwtxw Seaside and Lord Roberts Annex (replacement), as well as existing schools at Elsie Roy and Roberts Elementary, is a critical consideration in the analysis of concurrent SMP and EXP project requests. The VSB has a high-level plan to maintain the delivery of education during the proposed SMP and EXP projects, including temporary accommodation in the former Eric Hamber Secondary School.

Mackenzie Elementary is a large, centrally located school that currently enrolls 394 students (2025-26). It has sufficient capacity to offer diverse programming options or to receive students from surrounding schools that are not seismically safe. There is insufficient seismically safe capacity in surrounding schools

to accommodate students from Mackenzie. Mackenzie is a site that would be a suitable location for District Programs, as it is in a main transit corridor accessible from various parts of the District.

Renfrew Elementary is a large school on the east side of the District that currently enrolls 475 students (2025-26). Renfrew’s enrolment is forecast to remain stable. The school has sufficient capacity to offer diverse programming options or to receive students from surrounding schools that are not seismically safe. Based on its operating capacity of 619, Renfrew has approximately 144 seats of additional capacity available. There is insufficient seismically safe capacity in surrounding schools to accommodate students from Renfrew.

A detailed feasibility study was initiated for both the **David Thompson Secondary** and **Killarney Secondary** SMP projects. In the 2022-23 Capital Plan response letter, the District was advised that the Thompson and Killarney projects were deferred and that these projects are not currently supported under the Ministry Capital Program. There is no seismically safe secondary school capacity in the Southeast region of the District. As a result, seismic projects for David Thompson and Killarney remain top planning priorities, and these schools remain prioritized in Year 1 of the Capital Plan.

There is a long-term need for a secondary school replacement at David Thompson. In 2025-26, Thompson enrolled 1,463 students. In the previous feasibility plan process, there was a possibility of a land exchange between the Vancouver Park Board (VPB) and the VSB to facilitate the construction of a new replacement school. The District has since engaged the VPB in an agreement for a land exchange involving Gordon Park that is located next to the school. The VSB and the VPB have conditionally approved the land exchange to facilitate the seismic mitigation at David Thompson school. Final approval is contingent on Ministry funding for a full replacement school. Since then (in September 2024), the former Eric Hamber Secondary building has become available as a swing site. The availability of this facility minimizes temporary accommodation costs for the project and leans the feasibility study (PDR) towards the Seismic Upgrade Option as the mitigation option with the lowest cost. The PDR needs to be finalized with all the considerations and re-submitted for a final decision and approval.

There is also a long-term need for a seismically safe secondary school at Killarney to continue serving the Southeast area of the District. In 2025-26, Killarney enrolled 1,567 students. The track and field facility adjacent to the school (situated on Vancouver Park Board land) is receiving a substantial upgrade in 2026, which will improve the outdoor facilities available to students.

Year 2 Priorities

Table 8: Year 2 Priority SMP Project Requests

CP Year	School Name	Nominal Capacity	Capital Program	Seismic Risk (2025 MECC)
2	Carr Elementary*	290	SMP	H1
2	Churchill Secondary	2,000	SMP	H1
2	Waverley Elementary	510	SMP	H1
2	John Oliver Secondary	1,700	SMP	H1
2	Nightingale Elementary	390	SMP	H1

**This SMP project should be considered in conjunction with the Carr Elementary EXP project.*

Carr Elementary is a medium-sized, centrally located school in the North Cambie corridor. Carr currently enrolls 319 students and is forecast to remain at full capacity for the foreseeable future due to its location in the North Cambie corridor, which is facing significant enrolment pressure at the elementary level. As seen in catchment areas in the map in Figure 1, Carr and the nearby schools are exceeding 100% capacities, which is expected to continue with the significant new residential development planned in the area. There is insufficient seismically safe capacity in surrounding schools to accommodate students from Carr. This SMP project request should be considered concurrently with the need to expand Carr’s capacity

described in the EXP section below; however, they are not mutually dependent so either portion could be accelerated individually.

Churchill Secondary is a large school operating at 101% capacity utilization in 2025-26. It offers, among its programs, French Immersion, International Baccalaureate (IB), and Ideal Mini. The high number of students enrolled at Churchill is a key factor in prioritizing this project Year 2 project. Additionally, two major development projects—Pearson Dogwood and Langara Gardens—are planned to build a combined 5,320 residential dwellings in the Churchill catchment along with numerous nearby townhome projects. As a result, there is a clear long-term need for additional secondary school capacity at Churchill.

Waverley Elementary is a large school in the southeastern area of the District. Waverley currently enrolls 343 students (2025-26) and enrolment is forecast to decline. There is insufficient seismically safe capacity in surrounding schools to accommodate students from Waverley. Most of the surrounding schools have already been seismically upgraded or replaced, and there are limited feasible opportunities to increase the number of safe seats in the area to accommodate Waverley students.

John Oliver Secondary is a school in the southeast area of the District with five H1 blocks, two H2 blocks and two H3 blocks. In 2025-26, John Oliver enrolled 928 students and includes special education programming, such as the JO Digital Immersion mini school program, and the Take-A-Hike alternative program.

Nightingale Elementary is a centrally located, mid-sized school that serves as an overflow school for Fraser Elementary. Fraser Elementary is located in an area with increasing enrolment pressure due to residential redevelopment. Nightingale currently enrolls 296 students (2025-26), and enrolment is forecast to increase due to the influx of students from the Fraser catchment. There is insufficient seismically safe capacity in surrounding schools to accommodate students from Nightingale, as well as overflow students from Fraser.

Year 3 Priorities

Table 9: Year 3 Priority SMP Project Requests

CP Year	School Name	Nominal Capacity	Capital Program	Seismic Risk (2025 MECC)
3	Franklin Elementary	295	SMP	H1
3	Osler Elementary	315	SMP	H1
3	Mount Pleasant Elementary	315	SMP	H3

Franklin Elementary serves a catchment that is geographically unique or relatively isolated, bounded by the Burrard Inlet to the North, Burnaby to the east, and the Cassiar connector to the west. Franklin currently enrolls 222 students (2025-26). Enrolment at Franklin is forecast to increase gradually and there is insufficient seismically safe capacity in surrounding schools to accommodate students from Franklin.

Osler Elementary is a medium-sized school that currently enrolls 286 students (2025-26). Osler is adjacent to schools to the east that are experiencing enrolment pressure and currently serves as an overflow school for neighbouring schools, a role that is expected to continue in the future. Substantial residential development is underway within the adjacent Jamieson catchment. There is insufficient seismically safe capacity in surrounding schools to accommodate students from Osler.

Mount Pleasant Elementary is a medium-sized school that currently enrolls 247 students (2025-26). Mount Pleasant continues to serve as an overflow school for False Creek Elementary. To accommodate overflow students from neighboring schools, Mount Pleasant has undergone renovations to create additional classrooms. There is insufficient seismically safe capacity in surrounding schools to accommodate students from Mount Pleasant.

Year 4 and Year 5 Priorities

Projects listed in Years 4 and 5 of the Capital Plan Submission are considered “notional”. Capital requests in Years 1 to 3 are most extensively studied by the Ministry and are typically the focus of planning discussions between the Ministry and school districts. The projects identified for Years 4 and 5 are shown in Table 10.

In the 2022-23 Capital Plan response letter, the District was advised that the **False Creek Elementary** project was deferred and that this project is not supported under the Ministry Capital Program. False Creek is now prioritized in Year 4 of the draft Capital Plan as a result of additional capacity funded through the new elementary school at Olympic Village and uncertainty over the City’s plans for False Creek South. A Project Definition Report (PDR) has previously been developed for the False Creek project.

Table 10: Year 4 and Year 5 Priority SMP Project Requests

CP Year	School Name	Nominal Capacity	Capital Program	Seismic Risk (2025 MECC)
4	Windermere Secondary	1,500	SMP	H1
4	Champlain Heights Elementary	495	SMP	H3
4	Beaconsfield Elementary	315	SMP	H1
4	False Creek Elementary	290	SMP	H1
4	MacCorkindale Elementary	490	SMP	H2
5	Templeton Secondary	1,400	SMP	H1
5	Grandview Elementary	220	SMP	H1
5	Southlands Elementary	340	SMP	H1
5	Seymour Elementary	420*	SMP	H1

*Includes Strong Start and classrooms B-217 and B-218

PROJECT REQUESTS – EXP

The School Expansion Program (EXP) includes new schools, site acquisitions, and additions to existing schools required to accommodate sustained demand for additional student enrolment. The school addition requests identified for consideration by the Ministry are intended to address persistent enrolment pressure in the Downtown and Central regions of the District, which are evident in the maps in Figures 1 and 2. There are fiscal economies that could be realized if expansion requests are approved in alignment with SMP project approvals. Priorities are sequenced by the identified year in each table.

Table 11: Expansion Requests (EXP – Addition)

CP Year	School Name	Nominal Capacity	Capital Program	Description
1	King George Secondary	1,000-1500	EXP	Addition of 625-1,125 capacity to be done in conjunction with SMP project.
2	Carr Elementary	510 (60K/450E)	EXP	Add 20K/200E nominal capacity in conjunction with SMP project.
4	False Creek	410 60K/350E	EXP	Add 20K/100E. Addition to align with SMP project

Table 12: Expansion Requests (EXP – New Schools)

CP Year	School Name	Nominal Capacity	Capital Program	Description
1	Minimum Viable Project at Roberts Annex Site		EXP	Prepare the Roberts Annex site and below grade parkade for a replacement school
1	New Elementary School at Roberts Annex Site	510 (60K/450E)	EXP	Replace Roberts Annex with full-sized K-7 school
1	A.R. Lord	365 (40K/325)	EXP	Jointly redevelop A.R. Lord school site with the CSF
3	New Elementary School at UBC South Campus	410 (60K/350E)	EXP	Build a new elementary school
5	New Elementary School at Jericho Lands	510 (60K/450E)	EXP	Build a new elementary school
5	New Elementary School at River District	TBD	EXP	Build a new elementary school

The enrolment projections review completed in 2025 confirms that the overarching prioritization process remains applicable. However, using this prioritization process, the following notable changes to capital planning priorities are recommended:

1. Planning the addition of a full-sized elementary school at the Lord Roberts Annex site as a top priority (Year 1) at a critical juncture in 2029 for practical project sequencing, construction continuity, cost efficiencies, and to minimize future project complications and risks; and
2. The five-year capital plan priorities have been further updated to reflect the decision rendered by the courts on May 23, 2025, in the matter of Conseil scolaire francophone de la Colombie-Britannique v. His Majesty the King in Right of the Province of British Columbia, The Minister of Education and Child Care of the Province of British Columbia, the Minister of Infrastructure of the Province of British Columbia, and the Board of Education of School District No. 39 (Vancouver). Specifically, the VSB has included A.R. Lord Elementary as a priority expansion project and will also need to consider adding an expansion project in response to the anticipated long-term land lease of Laurier Annex to the CSF.

Downtown Peninsula – King George Secondary and Lord Roberts Annex Replacements

King George Secondary

The VSB’s Long Range Facilities Plan indicates an expanded replacement of King George Secondary School (KGSS), along with a new expanded Lord Roberts Annex, warrants a top-priority projects ranking to address existing and long-term enrolment pressures in the downtown peninsula. KGSS is the only public secondary school serving the downtown peninsula. The City of Vancouver’s West End Community Plan (2013) is generating significant growth, as rapid residential densification over 30 years is a core strategy of this plan. Additional school capacity is needed to accommodate the growing population and corresponding incremental enrolment demand in the area.

KGSS has a capacity for only 375 students, but it is presently operating with 623 Students, or at 166% capacity. Multiple programs within the school are currently sharing the same tight spaces.

A recent population and enrolment analysis indicates that in the 2043 to 2053 time period, a secondary school replacement for King George may need to accommodate 1,500 capacity to meet anticipated school age demand. This will be reflected in the estimated total project cost column for the King George EXP in Attachment A.

The KGSS expansion is also critical in the context of the new School of Choice provision in the *School Act* that enables inherent rights holders to decide which school First Nations students who live on reserve, self-governing or Treaty Lands will attend. The Skwxwú7mesh Úxwumixw (Squamish Nation) indicated that King George Secondary School would likely be the School of Choice for the secondary school aged population residing at Seńákw, which is immediately southwest of downtown.

As a way of effectively using limited resources, it is important to consider the seismic mitigation project requested at King George Secondary in conjunction with an expansion of that school, as a single project with funding requested through two capital programs. There is substantial coordination required among the VSB, City of Vancouver, Vancouver Park Board, and Vancouver Public Library to realize a joint vision for this site overall, as initiated through the [W.E. Connect: West End Community Hub Renewal Plan](#) process. However, the concepts considered enable a phased approach, and school redevelopment is not reliant on City of Vancouver funding. Temporary accommodation for King George students during the project construction will be at the former Eric Hamber Secondary School building.

Lord Roberts Annex – Minimum Viable Project

In 2018, the VBE entered into an agreement with BC Hydro to sell the underground rights of the Lord Roberts Annex property to enable the construction of an underground substation. The sale generated funding towards the replacement of the Lord Roberts Annex with a new expanded elementary school, as well as for a new elementary school in Coal Harbour (cəwas Ch'elxwá7elch Skwuláwtxw Seaside Elementary).

Following the completion of cəwas Ch'elxwá7elch Skwuláwtxw Seaside Elementary, the students will vacate the Lord Roberts Annex and the building will be demolished to allow for the construction of the BC Hydro underground substation.

In September 2025, the Ministry requested that the VSB submit a plan and costing for the Minimum Viable Project scope at the Lord Roberts Annex site. The “Minimum Viable Project” was provided to the Ministry in October 2025, along with a request to proceed. The scope includes design and construction of the required below-grade parking and other sub-grade building service requirements, along with associated soft costs. The only feasible construction window to complete this scope is 2029-2030, while BC Hydro is expected to be in the process of installing and commissioning the substation equipment and there will be contractors actively working on the site. Completing this scope later would involve constructing the parkade adjacent to the substation while it is operating, creating untenable operational and financial risks to the new substation equipment.

On January 8, 2026, the Ministry provided their approval for the use of up to \$2,243,000 in Ministry Restricted Capital towards project continuation at Lord Roberts Annex site. Additional funding will be required to advance the construction of the Minimum Viable Project, and is included as a distinct project in the capital plan priorities, with cost estimates in Attachment A.

Lord Roberts Annex – Replacement School

In conjunction with the construction of BC Hydro’s substation, a new K-7 elementary school will be constructed. Because of the long timeline for substation construction, the above-grade school construction is not anticipated to begin until 2030 or later. With the Minimum Viable Project mitigation strategy in place, it will be possible to deliver the school when funding is secured for the construction of the above grade component of the property.

Ongoing evaluations of enrolment pressures continue to demonstrate the need for additional elementary school capacity in the central downtown area, and that a new Lord Roberts Annex replacement school will be crucial to ensuring that there is adequate elementary enrolment space in the future. There are no practical alternatives to relieving elementary school capacity pressures in the downtown peninsula other than at the Lord Roberts Annex site. The four closest overflow schools, which are all located outside of

downtown, are also experiencing significant enrolment pressures, and can't continue to accommodate demand from their catchments combined with overflow from downtown. Without this additional capacity, the utilization of the elementary schools in the downtown peninsula could increase to an unsustainable level of 158% by 2032 and 182% by 2040.

Due to the length of time required for elementary school planning, design and construction, there is a narrow window of opportunity to prepare to build the replacement school by 2032 to achieve construction efficiencies at the site and to prepare for the ongoing demand for elementary school capacity in the area. Capital funding approvals must be secured in advance to coincide with BC Hydro's timing for construction of its new underground transfer station. Therefore, this project has been placed as a Year 1 priority. Ongoing refinement of the design and risk mitigation in collaboration with BC Hydro has led to an updated costing with a reduction of \$44 million from \$194 million in the previous submission.

Carr Elementary

Carr Elementary currently enrolls 319 students (2025-26), is over-capacity, and is forecast to remain full for the foreseeable future. The North Cambie area faces ongoing enrolment demand, and Carr has experienced elevated levels of enrolment pressures for the past 10-years. There are three portable buildings on the school site and students are displaced to nearby schools such as Shaughnessy, Wolfe, Cavell, and Fraser. These overflow schools are at or over capacity, as shown in Figure 1, and other nearby elementary schools, such as False Creek to the north and Jamieson to the south, are experiencing extremely high enrolment capacity utilization rates as well. The City of Vancouver's Cambie Corridor Plan, which covers the area from West 16th Avenue and south, between Oak and Ontario Streets, envisions doubling the population in the area by adding over 30,000 new homes over the next 30 years. This will make the Cambie Corridor the highest growth area outside of Downtown Vancouver. Consequently, with the ongoing enrolment pressures forecasted in the Cambie Corridor, the project priority for an addition to Carr is a Year 2 priority, aligning with the SMP project request at this school site. While there are construction efficiencies from a combined EXP and SMP project at Carr, either portion could be accelerated. In addition, the EXP at Carr could be achieved through prefabricated construction.

A. R. Lord Elementary

The current A.R. Lord site is 2.3 hectares (5.68 acres) in size. It has 193 students currently enrolled. A new elementary school on the A.R. Lord school site is prioritized as an expansion project to allow for the joint redevelopment of this school site along with the Conseil scolaire francophone de la Colombie Britannique. The Conseil projects a need to build an elementary school in Vancouver (Northeast) capable of accommodating at least 410 students. While the VSB has no way of independently verifying the Conseil's projection for 410 students, the Supreme Court of Canada ordered in 2020 that the francophone rightsholders in Vancouver (Northeast) were entitled to facilities with space for 270 students. Therefore, facilities for the Conseil in Vancouver (Northeast) are required. Because the VSB still projects a need for a community school at the A.R. Lord site, a new school for the Conseil could be located on a portion of the site with the remainder of the site facilitating a replacement VSB elementary school. The site plan and replacement buildings would need to consider efficient use of space and the possibility of multi-storey buildings to make the most effective use of this school site.

Sir Wilfred Laurier Elementary

As a result of the increased densification of the Cambie Corridor and the impact of the decision of *Conseil scolaire francophone de la Colombie-Britannique v British Columbia*, 2025 BCSC 962, the VSB will need an increase of future enrolling space to accommodate enrolment needs in that area. While the VSB anticipates that it can accommodate existing students in neighbouring schools this year, work to determine options to take into account the expected expanding enrolment over the next 5 years should be undertaken in 2026/27 and included in the following submission.

False Creek South and False Creek Elementary

With the forthcoming addition of new seismically safe capacity at Olympic Village, along with evolving planning initiatives in False Creek South Neighbourhood, it is recommended that the relative priority of the replacement and expansion of the False Creek Elementary School be moved from Year 3 to Year 4 in the Capital Plan.

The final scope of the False Creek Elementary School seismic replacement and expansion will evolve as part of both the Broadway Plan implementation as well as the City's future plans for the False Creek Neighbourhood that spans the area from Burrard Bridge to the Cambie Bridge. The City of Vancouver has adopted a vision and principles for the area as a result of an extensive ten-month consultation process with residents, surrounding communities, and the broader public. Long-term comprehensive planning for False Creek South will occur at an appropriate time when greater clarity is reached on lease negotiations for City land in the community. Upon completion of the City's planning program, the False Creek Elementary School project scope and timing will be further evaluated.

Other New School and Expansion Requests

There is a long-term need for additional elementary capacity in the UBC area, as the community develops further residential areas of the campus and existing schools in the UBC area already have a high-capacity utilization. The UBC Campus Vision 2050, published in June 2024, is an ambitious, long-range plan for how UBC's Vancouver campus will change and grow to support the needs of the university, its students, residents, staff, and the Musqueam Nation. In alignment with the UBC Housing Action Plan, at least 40 per cent of all new neighbourhood housing will be rental and at least 25 per cent of all new housing will be discounted rental for faculty and staff. New residential developments are planned for the Stadium Neighbourhood, Wesbrook Place South, Hawthorne Place and Acadia, and are to be phased to 2050. In addition, the Ielam Village master-planned community located in the University Endowment Lands, is also expected to add approximately 1250 homes to the edge of the UBC campus over the next several years.

This incremental housing growth is expected to further contribute to elementary enrolment demand pressures at the UBC campus. The possible placement of students at other schools, catchment boundary changes, and relocating District choice programs are enrolment-management strategies that are typically considered by the VSB. However, Pacific Spirit Park somewhat separates the UBC-area schools from other VSB schools, resulting in a unique challenge to consider in the enrolment management process. In addition, University Hill Elementary and Norma Rose Point Elementary do not have district choice programs.

There are plans being developed for a long-term redevelopment of the Jericho Lands to a high-density, mixed-use community with approximately 13,000 new homes for around 24,000 residents. Staff continue to work with the City of Vancouver to understand the future educational needs of this community. At this time, it is anticipated that a VSB elementary school would be a practical community asset for the large scale of development planned. A new school request at Jericho in Year 5 remains the same.

A site has been set aside for an elementary school at the River District neighbourhood in southeast Vancouver. Currently, students are primarily in-catchment students at Champlain Heights Elementary. A new school request at the River District in Year 5 remains unchanged.

MINISTRY RESTRICTED CAPITAL FUNDING

Currently, a total of \$65.19 million of Ministry Restricted Capital funding is available to the VSB. Of this amount, \$15.24 million was realized through the sale of the below-grade parcel of the Lord Roberts Annex site and is intended to fund the cəwəs Ch'elxwá7elch Skwuláwtxw Seaside Elementary School and replacement school on the Lord Roberts Annex site.

Requests to utilize Ministry Restricted Capital can be made for major capital projects and a limited number of other priorities. Given the significant level of deferred maintenance across the District, it is important to consider large-scale capital investments that align with District-wide initiatives. Three priorities have been identified that would meet this criterion and address critical needs of the District. These include building systems, washroom facilities and vacant building demolition, as outlined below.

Building Systems

The recently approved Environmental [Sustainability Plan](#) includes a proposed capital investment strategy (Attachment B) identifying 43 priority projects requiring approximately \$1.4 billion in funding. These projects are intended to advance energy efficiency and greenhouse-gas (GHG) emission reductions through the renewal of aging heating, ventilation, and cooling (HVAC) systems, as well as integration of low-carbon technologies and high-efficiency equipment in new construction and retrofit opportunities.

The projects fall into the following categories:

- Major Capital Projects
- HVAC Upgrades
- Efficient Lighting Upgrades
- Building Controls Optimization

The project list includes a range of project types. Fourteen projects are anticipated to be funded through Major Capital Programs as part of larger, prioritized school replacement or seismic improvement initiatives. HVAC upgrades, lighting upgrades, and building controls optimization projects located at sites not prioritized for major capital funding require alternate funding sources to proceed. The combined total cost of these three priority project types is \$11.36 million.

Many existing school facilities operate aging and inefficient HVAC systems, resulting in higher energy consumption, increased GHG emissions, and rising operations and maintenance costs. HVAC upgrade projects included in this plan are selected based on urgency, with priority given to systems that have reached end of service life and those that support core building functionality. All boiler upgrade projects identified involve end-of-life heating plants that are critical to the ongoing operation of these schools, which is the primary factor determining their timing.

It is recommended that the VSB request approval to use of Ministry Restricted Capital funding to advance the urgent priorities identified in the Environmental Sustainability Plan. This approach would reduce operating costs, lower GHG emissions, and address infrastructure that has exceeded its operable life and is at risk of failure.

Washroom Facilities

In addition, the District has a significant gap in provision of accessible, inclusive, and modern washroom facilities. These conditions have been highlighted by students as a challenge in student life. Addressing these aging and inequitable washroom facilities is currently achieved through Annual Facilities Grant funding but is incremental to shift the dial on these challenges.

Undertaking a large-scale capital investment in washroom facilities would have a tangible impact on the quality of VSB facilities and students’ daily experiences. The total cost of upgrading washroom facilities is currently not consolidated. It is recommended that an upgrade strategy be developed and up to \$10 million, over 3 years, in Ministry Restricted Capital funding be requested to support this initiative.

Vacant Building Removal

In order to provide temporary accommodation for future SMP projects, the former Maple Grove and Begbie Elementary school buildings were retained after the SMP replacement projects were completed at these school sites. Therefore, these schools were not demolished as part of the SMP projects when the replacement schools were completed in 2020 and 2023 respectively. Maple Grove was used as the temporary accommodation during the SMP upgrade project at Edith Cavell Elementary. The former Begbie has been vacant since the new school, wəkʷaḥəs tə syaqʷəm, opened in 2023.

The VSB has determined these buildings will no longer be required as temporary accommodation, and the combined costs to maintain these two aging vacant buildings totals approximately \$100,000 annually, including operations, utilities, and minor maintenance costs. In addition, capital maintenance costs are also required at both sites if they are to be maintained for future use.

The total cost for the hazardous material abatement and demolition is expected to be approximately \$3.0 million per school, which is inclusive of: hazardous materials abatement (\$0.9 million), demolition & remediation (\$1.4 million), soft costs (\$0.4 million), and contingency for cost escalations (\$0.3 million). It is recommended that capital funding be requested to do the hazardous material abatement and demolition of these two buildings, which will reduce the ongoing operating costs to the District and the risks of seismically unsafe buildings on school sites.

Table 13: Capital Funding Requests

Proposed Projects Summary	Estimated Cost
Building Systems Upgrades	\$ 11,360,000
Washroom Improvements	\$ 10,000,000
Vacant Building Removal	\$ 6,000,000
TOTAL	\$ 27,360,000

MINOR CAPITAL PLAN

School Enhancement Program (SEP)

The School Enhancement Program (SEP) provides capital funding for projects that will improve the safety, facility condition, operational efficiency, and functionality of existing schools, with the objective of extending their useful physical life. Projects are permitted in six upgrade categories: roofing, exterior wall systems, interior construction, HVAC (i.e., heating, ventilation, and cooling), electrical, and plumbing upgrades. There are criteria for the cost range and eligibility of projects. Five requests are permitted annually for submission.

SEP eligibility is focused on singular projects—typically with a substantial cost—which can be challenging to fit within the Annual Facilities Grant (AFG) spending plan. VSB submissions are typically single-site, medium- to large-value projects rather than a bundle of smaller-dollar-value projects.

Projects included in the proposed plan are selected based on:

- The urgency of the need, focusing on systems that have failed or are well past end of life.
- Critical systems – required for core functionality or life safety of the facilities.
- Substantive dollar value projects (over 200k) and including a mix of project cost ranges.
- Alignment with the priorities of the Major Capital Plan. Enhancement project submissions are avoided for sites in the Project Definition Report (PDR) process of the capital plan and avoided wherever possible for sites at the top of the capital plan.
- Opportunities to augment the scope of seismic mitigation projects where possible.

The second phase of the Crosstown Elementary project was approved in the 2026/2027 response letter. The proposed SEP project submissions for 2027-2028 includes priorities for fire alarm announcement and monitoring systems, and steam pipe replacements, as shown in Table 14.

Table 14: School Enhancement Program (SEP) Submission for 2027-2028

Priority	School	Project Scope	Project Cost
1	Gladstone Secondary	The existing tar and gravel roof has exceeded its service life and is exhibiting leaks in several interior areas. The roof contains asbestos materials and is expected to have significant abatement costs.	\$ 1,750,000
2	Point Grey Secondary	Steam heat piping replacement to address multiple failures of the 120-year-old steam line and the concrete slab.	\$ 800,000
3	Elsie Roy Elementary	Fire annunciator panel and devices replacement of the legacy equipment.	\$ 400,000
4	Britannia Community Secondary	Fire annunciator panel and devices legacy equipment replacement for the secondary and elementary school sites to meet the existing building code, City of Vancouver bylaws, and ULC standards.	\$ 950,000
5	Walter Moberly Elementary	Fire annunciator panel and devices legacy equipment replacement to meet the existing building code, City of Vancouver bylaws, and ULC standards.	\$ 200,000
TOTAL			\$ 4,100,000

Carbon Neutral Capital Program (CNCP)

The Carbon Neutral Capital Program (CNCP) is a program that provides capital funding specifically for energy-efficiency projects that lower a school district’s carbon emissions. The benefits of this capital funding include operational cost savings, reduced facility condition index, renewed infrastructure, and potential to supplement funding to major capital programs. A maximum of five requests is permitted annually for submission.

Project submissions are determined based on the urgency of the needs (e.g., failing system), opportunities to support unfunded seismic mitigation projects, improvements to our control systems, and elimination of obsolete or problematic equipment.

The Ministry approved Cavell Elementary (priority 1) and Charles Dickens Annex (priority 2) HVAC projects in the 2026/2027 response letter. The remaining project priorities remain on the proposed list in addition to new priority projects that have been prioritized in order of criticality. Proposed CNCP project submissions for 2027-2028 are shown in Table 15.

Table 15: Carbon Neutral Capital Program (CNCP) Submission for 2027-2028

Priority	School	Description	Annual Savings*	Project Cost
1	General Brock Elementary	New Heating Plant and Domestic Hot Water upgrade for the aging infrastructure. GHG reduction overall as the project outcome.	Energy Savings - \$450 GHG Savings – 1.9 tCO2e	\$ 450,000
2	Britannia Community Elementary		Energy Savings - \$4,690 GHG Savings – 15.6 tCO2e	\$ 539,000**
3	Thunderbird Elementary		Energy Savings - \$3,150 GHG Savings – 9.4 tCO2e	\$ 370,000
4	General Wolfe Frame building		Energy Savings - \$384 GHG Savings – 1.4 tCO2e	\$ 375,000
5	Shaughnessy Elementary		Energy Savings - \$7,000 GHG Savings – 30 tCO2e	\$ 860,000
TOTAL				\$2,594,000

*Annual Savings: Natural Gas Consumption (GJ); Carbon emissions (tonnes CO2e)

** Project is expected to be cost split between VSB (75%) and City of Vancouver (25%)

Playground Equipment Program (PEP)

The Playground Equipment Program (PEP) provides playground equipment for schools that do not have sufficient playground equipment and supports the replacement of aging equipment that could pose a safety hazard. The PEP program provides specific direction to support accessibility features. Three submissions are permitted annually.

The projects are chosen primarily to create new play structures for schools that do not have sufficient, or right-sized, playgrounds. Accessibility is a key consideration, and the grounds team works closely with the Learning Services staff to identify areas of need for students at specific sites, which can change year over year, and to address playground elements and surfaces for a range of student needs.

Sexsmith Elementary playground (priority 2) was funded in the 2026/2027 response letter, and improvements to outdoor learning and play space at Grenfell Elementary (priority 3) have been implemented as part of the seismic upgrade and through external funding from the BC Parks Foundation. The proposed PEP project submissions for 2027-2028 are shown in Table 16.

Table 16: Playground Equipment Program (PEP) Submission for 2027-2028

Priority	School	Type of Work	Project Cost
1	Southlands Elementary	New accessible playground	\$ 200,000
2	George M. Weir Elementary	New accessible playground	\$ 200,000
3	Dr. A.R. Lord Elementary	New accessible playground	\$ 200,000
TOTAL			\$ 600,000

Food Infrastructure Program (FIP)

The Food Infrastructure Program (FIP) supports the rehabilitation and upgrade to food provision and delivery infrastructure at school sites. Proposed FIP projects should be focused on minor upgrades such as:

- Refrigerated vehicles to support the delivery of prepared meals from centralized kitchen facilities to schools.
- The purchase and installation of new or used kitchen equipment (e.g. refrigerators, freezers, dishwashers, stoves, ovens, etc.)

- Electrical, plumbing and ventilation upgrades to accommodate the installation of commercial kitchen equipment.
- Improvements to ensure kitchens meet local health authority requirements.
- Equipment and infrastructure to support traditional food gathering and preparation (e.g. fishing equipment, smokehouses, non-fur trapping equipment).
- Food storage (refrigerated or dry storage).

At present, the FIP program is not directed for the construction of new kitchens, or the creation of new spaces for kitchens. As a new capital program, the criteria may evolve in the future. Selection of project submissions is determined by the Food Services team to align with their program objectives.

The FIP project submissions are directed to the secondary kitchens that are suitable for increased food production. The project list is based on the capital needs defined by the food services team.

Proposed FIP project submissions for 2027-2028 funding are shown in Table 17.

Table 17: Food Infrastructure Program (FIP) Project Submission for 2027-2028

Priority	School	Type of Work	Project Cost
1	Britannia Community Secondary	Upgrade Soup kettle from 25gl - 40gl to accommodate growth in the food delivery requests and preparation of meals	\$ 50,000
2	Templeton Secondary	Upgrade Soup kettle from 25gl - 40gl to accommodate growth in the food delivery requests and preparation of meals	\$ 50,000
3	Windermere Community Secondary	Upgrade the aging food preparation infrastructure by removing stove to replace it with a higher capacity (4-burner) to provide space and install a tilt skillet which is VSB standard cafeteria equipment	\$ 55,000
4	Sir Winston Churchill Secondary	Upgrade the existing kitchen by removing the aging electric stove and range, as well as failing convection oven	\$ 60,000
5	Killarney Secondary	Replace aging steam tables to accommodate a 2'x4' well for food preparation and ready meals	\$ 40,000
TOTAL			\$ 255,000

RECOMMENDATIONS

THAT the Board of Education of School District No. 39 (Vancouver) approve the 2027-2028 Five-Year Major Capital Plan and the 2027-2028 Minor Capital Plan for submission to the Ministry of Infrastructure;

AND Further;

THAT the Board request approval from the Ministry of Infrastructure to use \$27,360,000 of Ministry Restricted Capital to fund the following capital improvements: up to \$11,360,000 for building system upgrades, up to \$10,000,000 for accessible inclusive washroom upgrades and up to \$6,000,000 for the removal of vacant buildings.

Attachments:

- Draft 2027/2028 Five-Year Major Capital Plan
- Environmental Sustainability Plan Capital Investment Strategy (Energy Saving Projects)
- Capital Plan 2027-2028 – Minor Capital CNCP PEP SEP Submission Summary
- Capital Plan 2027-2028 – Minor Capital FIP Submission Summary

DRAFT 2027-2028 FIVE-YEAR MAJOR CAPITAL PLAN

EXPANSION – ADDITION				
SD Category Rank	Facility/Site	Project Type	Project Description	Total Project Cost (Estimated)
1	King George Secondary	Addition	Expand nominal capacity from 375 to 1,500	\$99,750,785
2	Emily Carr Elementary	Addition	1 kindergarten and 8 elementary classrooms addition (20K/200E to 60K/450E)	\$15,750,000
3	False Creek Elementary	Addition	1 kindergarten & 5 elementary classroom addition (40K/250E to 60K/350E)	\$13,050,118
Submission Category Total:				\$128,550,903
EXPANSION – NEW SCHOOL				
SD Category Rank	Facility/Site	Project Type	Project Description	Total Project Cost (Estimated)
1a	Roberts Annex Site – Minimum Viable Project	Future (School)	Underground parking and mechanical systems for a future replacement school	\$19,780,000
2	New Elementary at Roberts Annex Site	New (School)	New Elementary at Roberts Annex Site (60K/450E)	\$130,000,000
3	A.R. Lord	New (School)	Joint redevelopment of school site with CSF	\$40,901,766
4	New Elementary at UBC South Campus	New (School)	New Elementary at UBC South Campus (60K/350E)	\$40,797,280
5	New Elementary School at Jericho Lands	New (School)	New Elementary School at Jericho Lands (60K/450E)	\$45,738,084
6	New Elementary School at River District	New (School)	New Elementary School at River District in Southeast Vancouver (60K/450E)	\$45,738,084
Submission Category Total:				\$322,955,214
SEISMIC MITIGATION				
SD Category Rank	Facility/Site	Project Type	Project Description	Total Project Cost (Estimated)
1	King George Secondary	Full Replacement (Seismic)	Seismic replacement to be done concurrently with expansion project	\$67,214,576
2	Sir Alexander Mackenzie Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$49,599,313
3	Killarney Secondary	Upgrade	Seismic upgrade	\$164,640,000
4	Renfrew Community Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$51,838,315
5	David Thompson Secondary	Upgrade	Seismic upgrade	\$153,806,841
6	Emily Carr Elementary	Full Replacement (Seismic)	Seismic replacement to be done concurrently with expansion project	\$33,898,845
7	Sir Winston Churchill Secondary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$180,777,273
8	Waverley Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$43,035,291
9	John Oliver Secondary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$167,203,776
10	Florence Nightingale Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$37,886,380

SEISMIC MITIGATION				
SD Category Rank	Facility/Site	Project Type	Project Description	Total Project Cost (Estimated)
11	Sir John Franklin Community	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$32,830,227
12	Sir William Osler Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$33,898,845
13	Mount Pleasant Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$33,898,845
14	Windermere Community Secondary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$152,760,632
15	Champlain Heights Community Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$43,179,609
16	Lord Beaconsfield Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$33,898,845
17	False Creek Elementary	Full Replacement (Seismic)	Seismic replacement to be done concurrently with expansion project	\$55,838,996
18	Dr H N Maccorkindale Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$43,179,609
19	Templeton Secondary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$146,426,333
20	Grandview Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$28,479,328
21	Southlands Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$35,835,412
22	Admiral Seymour Elementary	Full Replacement (Seismic)	Seismic replacement unless otherwise determined in project definition phase	\$37,934,486
			Submission Category Total:	\$1,628,061,777

APPENDIX B: ENVIRONMENTAL SUSTAINABILITY PLAN CAPITAL INVESTMENT STRATEGY (ENERGY SAVING PROJECTS)

HVAC Upgrades							
Year	Facility/Site	Project Type	Total Project Cost (Estimated)	Annual Energy Savings	Payback (years)	Annual GHG Reduction (tCO ₂ e)	Anticipated Funding Source
2026	Queen Alexander Elementary	Furnace Upgrade	\$15,000	\$480	31	2	AFG
2026	Kerrisdale Annex	Boiler Upgrade	\$420,000	\$2,784	> equipment life	12	AFG
2026	Waverly Annex	Boiler Upgrade	\$210,000	\$2,400	> equipment life	10	AFG
2026	Brock Elementary (Frame)	Boiler Upgrade	\$460,000	\$480	> equipment life	2	Minor Capital
2027	Kingsford Smith Elementary	Steam to Hot Water Conversion	\$1,600,000	\$2,988	> equipment life	12	Minor Capital
2027	Shaughnessy Elementary	Boiler Upgrade	\$800,000	\$7,200	> equipment life	36	AFG
2028	Nootka Elementary	Boiler Upgrade	\$420,000	\$2,280	> equipment life	15	Minor Capital
2028	Tillicum Annex	Boiler Upgrade	\$350,000	\$2,400	> equipment life	15	AFG
2028	Queen Elizabeth Elementary	Boiler Upgrade	\$560,000	\$4,800	> equipment life	20	AFG
2029	South Hill Education Centre	Boiler Upgrade	\$700,000	\$7,200	> equipment life	30	AFG
2029	Jamieson Elementary	Steam to Hot Water Conversion	\$1,600,000	\$2,592	> equipment life	11	Minor Capital
2030	Carnarvon Elementary	Boiler Upgrade	\$560,000	\$4,116	> equipment life	17	AFG
2030	McBride Annex	Boiler Upgrade	\$280,000	\$2,400	> equipment life	16	AFG
2030	Queen Victoria Elementary	Boiler Upgrade	\$560,000	\$4,800	> equipment life	20	Minor Capital
2030	Selkirk Annex	Boiler Upgrade	\$420,000	\$2,400	> equipment life	16	AFG
2031	Douglas Annex	Boiler Upgrade	\$420,000	\$2,400	> equipment life	10	AFG
2031	Garibaldi Annex	Boiler Upgrade	\$280,000	\$2,400	> equipment life	10	Minor Capital
2032	Champlain Heights Annex	Boiler Upgrade	\$560,000	\$2,400	> equipment life	10	AFG
2032	Maquinna Elementary	Boiler Upgrade	\$560,000	\$2,600	> equipment life	12	Minor Capital
			\$10,775,000	\$59,120		276	

Lighting Upgrades							
Year	Facility/Site	Project Type	Total Project Cost (Estimated)	Annual Energy Savings	Payback (years)	Annual GHG Reduction (tCO ₂ e)	Anticipated Funding Source
2026	Norquay Elementary	LED upgrade	\$50,000	\$7,500	7	1	AFG
2027	Hastings Elementary	LED upgrade	\$50,000	\$7,500	7	1	AFG
2028	Elsie Roy Elementary	LED upgrade	\$50,000	\$7,500	7	1	AFG
2029	Kerrisdale Elementary	LED upgrade	\$50,000	\$7,500	7	1	AFG
2030	McKechnie Elementary	LED upgrade	\$50,000	\$7,500	7	1.5	AFG
2031	Killarney Secondary	LED upgrade	\$300,000	\$15,000	21	3	AFG
			\$550,000	\$52,500		8.5	

Building Controls Optimization							
Year	Facility/Site	Project Type	Total Project Cost (Estimated)	Annual Energy Savings	Payback (years)	Annual GHG Reduction (tCO ₂ e)	Anticipated Funding Source
2027	Norma Rose Elementary	Controls Optimization	\$3,102	\$5,383	1	65	AFG
2028	Gordon Elementary	Controls Optimization	\$3,309	\$3,900	1	10	AFG
2029	Queen Mary Elementary	Controls Optimization	\$13,155	\$4,170	3	11	AFG
2031	Secord Elementary	Controls Optimization	\$10,000	\$4,000	2	10	AFG
Total			\$29,566	\$17,453	2	96	
Total (All Projects 2026 – 2032)			\$11,354,566	\$129,073	-	381	

Submission Summary

Report run: Monday, April 27, 2026
Run By: # Dmytro Plakhotnyk

Submission Summary:	Minor 2027/2028 2026-09-30 MAIN - K12
Submission Type:	Capital Plan
School District:	Vancouver (SD39)
Open Date:	2026-04-24
Close Date:	2026-09-30
Submission Status:	Draft

Submission Category	Sum Total Funding Requested
CNCP	\$2,594,000
PEP	\$600,000
SEP	\$4,100,000
Total	\$7,294,000

CNCP					
SD Category Rank	Project Number	Facility/Site	Project Type	Project Description	Total Funding Requested
1	171151	General Brock Elementary	HVAC (CNCP)	New Heating Plant and Domestic Hot Water upgrade for the aging infrastructure. GHG reduction overall as the project outcome.	\$450,000
2	172639	Britannia Community Elementary	HVAC (CNCP)	New Heating Plant and Domestic Hot Water upgrade for the aging infrastructure. GHG reduction overall as the project outcome.	\$539,000
3	172640	Thunderbird Elementary	HVAC (CNCP)	New Heating Plant and Domestic Hot Water upgrade for the aging infrastructure. GHG reduction overall as the project outcome.	\$370,000
4	163360	General Wolfe Elementary	HVAC (CNCP)	New Heating Plant and Domestic Hot Water upgrade for the aging infrastructure. GHG reduction overall as the project outcome.	\$375,000
5	171152	Shaughnessy Elementary	HVAC (CNCP)	New Heating & DHW Plant upgrade for the ageing boiler plant with modern high-efficiency boilers will achieve substantial energy savings. This project is for the main building and gym building.	\$860,000
Submission Category Total:					\$2,594,000
PEP					
SD Category Rank	Project Number	Facility/Site	Project Type	Project Description	Total Funding Requested
1	171193	Southlands Elementary	New (PEP)	New accessible playground.	\$200,000
2	172642	Dr George M Weir Elementary	New (PEP)	New accessible playground.	\$200,000
3	172644	Dr A R Lord Elementary	New (PEP)	New accessible playground.	\$200,000
Submission Category Total:					\$600,000

Submission Summary

SEP					
SD Category Rank	Project Number	Facility/Site	Project Type	Project Description	Total Funding Requested
1	172630	Gladstone Secondary	Roofing (SEP)	The existing tar and gravel roof has exceeded its service life and is exhibiting leaks in several interior areas. The roof contains asbestos materials and is expected to have significant abatement costs.	\$1,750,000
2	172634	Point Grey Secondary	Plumbing	Steam heat piping replacement to address multiple failures of the 120-year-old steam line and the concrete slab.	\$800,000
3	172635	Elsie Roy Elementary	Electrical (SEP)	Fire annunciator panel and devices replacement of the legacy equipment.	\$400,000
4	172636	Britannia Community Secondary	Electrical (SEP)	Fire annunciator panel and devices legacy equipment replacement for the secondary and elementary school sites to meet the existing building code, City of Vancouver bylaws, and ULC standards.	\$950,000
5	172637	Walter Moberly Elementary	Electrical (SEP)	Fire annunciator panel and devices legacy equipment replacement to meet the existing building code, City of Vancouver bylaws, and ULC standards.	\$200,000
Submission Category Total:					\$4,100,000

Submission Summary

Report run: Monday, April 27, 2026
Run By: # Dmytro Plakhotnyk

Submission Summary:	Minor 2027/2028 2026-09-30 FIP
Submission Type:	Capital Plan
School District:	Vancouver (SD39)
Open Date:	2026-04-24
Close Date:	2026-09-30
Submission Status:	Draft

Submission Category	Sum Total Funding Requested
SEP	\$255,000
Total	\$255,000

SEP					
SD Category Rank	Project Number	Facility/Site	Project Type	Project Description	Total Funding Requested
1	172660	Britannia Community Secondary	Food Infrastructure (SEP)	Upgrade Soup kettle from 25 gl - 40 gl to accommodate growth in the food delivery requests and preparation of meals	\$50,000
2	172664	Templeton Secondary	Food Infrastructure (SEP)	Upgrade Soup kettle from 25 gl - 40 gl to accommodate growth in the food delivery requests and preparation of meals	\$50,000
3	172667	Windermere Community Secondary	Food Infrastructure (SEP)	Upgrade the aging food preparation infrastructure by removing stove to replace it with a higher capacity (4-burner) to provide space and install a tilt skillet which is VSB standard cafeteria equipment	\$55,000
4	172671	Sir Winston Churchill Secondary	Food Infrastructure (SEP)	Upgrade the existing kitchen by removing the aging electric stove and range, as well as failing convection oven	\$60,000
5	172673	Killarney Secondary	Food Infrastructure (SEP)	Replace aging steam tables to accommodate a 2'x4' well for food preparation and ready meals	\$40,000
Submission Category Total:					\$255,000

June 17, 2026

TO: Board of Education

FROM: Facilities Planning Committee

RE: Rezoning Requirements for the New Elementary School at Olympic Village

Reference to Education Plan

GOALS AND OBJECTIVES:

Goal 1: The Vancouver School Board will improve student achievement, physical and mental well-being, and belonging by...

- Improving school environments to ensure they are safe, caring, welcoming, and inclusive places for students and families.

Goal 2: The Vancouver School Board will increase equity by ...

- Improving stewardship of the District’s resources by focusing on effectiveness, efficiency, and sustainability.

INTRODUCTION

The School District No. 39 (Vancouver) Olympic Village Elementary School Rezoning Charges Bylaw, 2026 (Attachment A) is presented to the Board for approval at the the recommendation of the Facilities Planning Committee.

The Committee met on June 3, 2026 and recommended that the bylaw be given three readings, passed and adopted at the June 17, 2026 Public Board meeting.

BACKGROUND

This report recommends that the Board adopt a bylaw to:

- enter into a Services Agreement with the City of Vancouver (the “**City**”) to be registered against the Board’s leasehold interest to those certain lands and premises with a civic address of 215 West 1st Avenue, Vancouver, BC and legally described as Parcel Identifier: 026-979-781, Lot 328 False Creek Plan BCP28525 (the “**Leased Premises**”);
- enter into a Remediation Agreement with the City to be registered against the Board’s leasehold interest to the Leased Premises;
- enter into a Statutory Right of Way Utilities Agreement with the City to be registered against the Board’s leasehold interest to the Leased Premises;
- register the above mentioned Services Agreement, Remediation Agreement, and Statutory Right of Way Utilities Agreement against the Board’s leasehold interest to the Leased Premises at the Land Title Office as various charges such as statutory rights of way, Section 219 covenants, and equitable charges in favour of the City. (Attachment A)

Pursuant to a Ground Lease made as of May 1, 2022 (the “**Original Ground Lease**”), as amended by the Amendment of Ground Lease dated for reference April 30, 2025 (the “**Amendment**”, and together with the Original Ground Lease, the “**Ground Lease**”), between the Board, as tenant, and the City, as landlord, the Board leased from the City the Leased Premises on the terms and conditions set forth in the Ground

Lease. The Original Ground Lease was registered against title to the Leased Premises in the Land Title Office under registration number CB2720307 and the Amendment was registered against title to the Leased Premises in the Land Title Office under registration number CB2721514.

The Leased Premises are located adjacent to Columbia Street and to the City’s Hinge Park site. The Board made an application to the City to amend the CD-1 (Comprehensive Development) District (454) By-law No. 9454 to increase the maximum building height from 13.5 metres (44 feet) to 18.8 metres (62 feet) to permit the development of a four-storey elementary school building on the Leased Premises. After a public hearing to consider the application made by the Board, the City Council approved the Board’s rezoning application for the Leased Premises in principle, subject to, among other things, the Board satisfying certain rezoning conditions including entering into certain agreement. This is standard process for a rezoning and enables the City to provide adequate and necessary services and offsite works for each project.

The Board intends to construct a new elementary school on the Leased Premises. However, before it can commence construction, it will need to satisfy certain conditions to finalize the rezoning of the Leased Premises and then obtain permits for construction.

LAND TITLE OFFICE CHANGES

As part of the rezoning conditions the City requires the Board to enter into the following agreements which will be registered against title to the Board’s leasehold interest to the Leased Premises:

- (a) the Board entering into a Services Agreement with the City (the “**Services Agreement**”) and granting in favour of the City, among other things, the following charges over the Board’s leasehold interest in the Leased Premises:
 - (i) a statutory right of way to allow the City to inspect certain works to be installed by the Board under the Services Agreement and to carry out any of the Board’s obligations with respect to such works if the Board fails to fulfil such obligations; and
 - (ii) certain Section 219 covenants in which the Board covenants, among other things, to satisfy its rezoning conditions in accordance with the Services Agreement;
- (b) the Board entering into a Remediation Agreement with the City (the “**Remediation Agreement**”) and granting in favour of the City, among other things, the following charges over the Board’s leasehold interest in the Leased Premises:
 - (i) a statutory right of way to allow the City to enter the Leased Premises to carry out any works as may be required to remediate the road adjacent to the Leased Premises;
 - (ii) certain Section 219 covenants in which the Board covenants, among other things, to restrict use of the Leased Premises until certain remediation works have been completed in accordance with the Remediation Agreement; and
 - (iii) an equitable charge as security for payment of any amounts owing by the Board to the City under the Remediation Agreement; and
- (c) the Board entering into a Statutory Right of Way for Utilities Agreement (the “**SRW Agreement**”) with the City and granting in favour of the City, among other things, the following charges over the Board’s leasehold interest in the Leased Premises:
 - (i) a statutory right of way over the Leased Premises to allow the City to inspect, install, construct, place, lay down, repair, maintain, alter, renew, relocate, replace, demolish, remove, abandon and/or operate the utility services connected on the Leased Premises and the room in a building housing certain equipment owned by the City to

transfer heat energy from the thermal distribution network connected to the neighbourhood energy centre; and

- (ii) a Section 219 covenant in which the Board covenants, among other things, to restrict use of the Leased Premises in accordance with the Statutory Right of Way for Utilities Agreement.

Draft copies of the Services Agreement, the Remediation Agreement and the SRW Agreement are attached to this report as Attachments B, C and D, respectively. These agreements are currently being finalized with the City. These agreements require bylaw approval from the Board.

The proposed Services Agreement, the Remediation Agreement and the SRW Agreement are necessary to rezone the Leased Premises to enable the construction of the new elementary school on the Leased Premises.

With the upcoming elections, the last date for the City to approve the Services Agreement, the Remediation Agreement and the SRW Agreement will be at a meeting of City Council on July 26, 2026. In order to approve these agreements, the City requires the Board to execute such agreements in advance of the City Council's July 26, 2026 meeting. If the Board is unable to deliver executed copies of the Services Agreement, the Remediation Agreement and the SRW Agreement for approval at City Council's July 26, 2026 meeting then the rezoning of the Leased Premises will be delayed which will likely cause further delays to the issuance of a development permit for the Leased Premises. This would delay construction of the new elementary school to be constructed on the Leased Premises.

RECOMMENDATION

1. **THAT the School District No. 39 (Vancouver) Olympic Village Elementary School Rezoning Charges Bylaw, 2026 be given three (3) readings at this meeting. (VOTE MUST BE UNANIMOUS)**
2. **THAT the School District No. 39 (Vancouver) Olympic Village Elementary School Rezoning Charges Bylaw, 2026 be:**
 - Read a first time the 17th day of June, 2026;**
 - Read a second time the 17th day of June, 2026;**
 - Read a third and final time, passed and adopted this 17th day of June, 2026**

Attachments:

- A. School District No. 39 (Vancouver) Olympic Village Elementary School Rezoning Charges Bylaw, 2026
- B. DRAFT Services Agreement
- C. DRAFT Remediation Agreement
- D. DRAFT Statutory Right of Way for Utilities Agreement

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER) OLYMPIC VILLAGE ELEMENTARY SCHOOL REZONING CHARGES BYLAW, 2026

WHEREAS a board of education may dispose of land or improvements, or both, under the authority of Section 96(5) of the *School Act* (British Columbia), subject to the Orders of the minister responsible for the *School Act* (British Columbia) (the “**Minister**”);

AND WHEREAS the *Interpretation Act* (British Columbia) defines the word “dispose” to mean to transfer by any method and includes, among other things, grant and charge;

AND WHEREAS the Minister issued Order M193/08 (Disposal of Land or Improvements Order) effective September 3, 2008 requiring fee simple sales and leases of land or improvements for a term of ten years or more to be specifically approved by the Minister, unless the transferee is an independent school or another school board;

AND WHEREAS a disposal of land or improvements by way of a grant of a statutory right of way, covenant or equitable charge does not require approval from the Minister pursuant to Order M193/08 (Disposal of Land or Improvements Order);

AND WHEREAS Section 65(5) of the *School Act* (British Columbia) requires a board of education to exercise a power with respect to the acquisition or disposal of property owned or administered by the board of education only by bylaw;

AND WHEREAS:

- (i) the City of Vancouver (the “**City**”) owns those certain lands and improvements with a civic address of 215 West 1st Avenue, Vancouver, British Columbia and legally described as Parcel Identifier: 026-979-781, Lot 328 False Creek Plan BCP28525 (the “**Lands**”);
- (ii) pursuant to a Ground Lease made as of May 1, 2022 (the “**Original Ground Lease**”), as amended by the Amendment of Ground Lease dated for reference April 30, 2025 (the “**Amendment**”, and together with the Original Ground Lease, the “**Ground Lease**”), between The Board of Education of School District No. 39 (Vancouver) (the “**Board**”), as tenant, and the City, as landlord, the Board leased the Lands from the City on the terms and conditions set forth in the Ground Lease;
- (iii) the Original Ground Lease is registered against title to the Lands in the Land Title Office under registration number CB2720307 and the Amendment is registered against title to the Lands in the Land Title Office under registration number CB2721514;
- (iv) the Lands is facility number 0400058;
- (v) the Board proposing to develop the Lands to construct a four-storey elementary school on the Lands;

- (vi) in order to construct the proposed elementary school on the Lands, the Board has submitted a rezoning application for the Lands to the City;
- (vii) in connection with the rezoning application for the Lands, the City requires the Board to enter into the following agreements with the City:
 - (A) a Services Agreement granting in favour of the City, among other things, the following charges over the Board's leasehold interest in the Lands:
 - 1) a statutory right of way to allow the City to inspect certain works to be installed by the Board under the Services Agreement and to carry out any of the Board's obligations with respect to such works if the Board fails to fulfil such obligations; and
 - 2) certain Section 219 covenants in which the Board covenants, among other things, to satisfy its rezoning conditions in accordance with the Services Agreement;(collectively, the "**Services Agreement**");
 - (B) a Remediation Agreement granting in favour of the City, among other things, the following charges over the Board's leasehold interest in the Lands:
 - 1) a statutory right of way to allow the City to enter the Lands to carry out any works as may be required to remediate the road adjacent to the Lands;
 - 2) certain Section 219 covenants in which the Board covenants, among other things, to restrict use of the Lands until certain remediation works have been completed in accordance with the Remediation Agreement; and
 - 3) an equitable charge as security for payment of any amounts owing by the Board to the City under the Remediation Agreement(collectively, the "**Remediation Agreement**"); and
 - (C) a Statutory Right of Way for Utilities Agreement granting in favour of the City, among other things, the following charges over the Board's leasehold interest in the Lands:
 - 1) a statutory right of way over the Lands to allow the City to inspect, install, construct, place, lay down, repair, maintain, alter, renew, relocate, replace, demolish, remove, abandon and/or operate the utility services connected on the Lands and the room in a building

housing certain equipment owned by the City to transfer heat energy from the thermal distribution network connected to the neighbourhood energy centre; and

- 2) a Section 219 covenant in which the Board covenants, among other things, to restrict use of the Lands in accordance with the Statutory Right of Way for Utilities Agreement

(collectively, the “**SRW Agreement**”);

- (viii) the Services Agreement, the Remediation Agreement and the SRW Agreement (collectively, the “**City Agreements**”) requires the Board to grant in favour of the City certain statutory rights of way, Section 219 covenants and equitable charges to be registered against title to the Board’s leasehold interest in the Lands (collectively, the “**Charges**”);
- (ix) the Board has determined and hereby confirms that the entering into the City Agreements and the granting of the Charges will neither conflict nor detract from the regular or extracurricular program of any school in School District No. 39 (Vancouver) or the current or future educational needs of School District No. 39 (Vancouver); and
- (x) the Board is satisfied that it would be in the best interests of the Board to enter into the City Agreements and grant the Charges and that the granting of the Charges will not interfere with the Board’s use of the Lands for educational purposes.

NOW THEREFORE BE IT RESOLVED as a Bylaw of the Board that the Board enter into the City Agreements and grant the Charges in favour of the City in the form required by the City, subject to such amendments as the Secretary Treasurer may, in their discretion, consider advisable, and register the City Agreements and the Charges against title to the Lands in the Land Title Office.

BE IT FURTHER RESOLVED as a Bylaw of the Board that the Secretary Treasurer be and is hereby authorized, on behalf of the Board, to execute and deliver the City Agreements and the Charges in such form and with such amendments thereto as the Secretary Treasurer may, in their discretion, consider advisable, and the Secretary Treasurer be and is hereby authorized, on behalf of the Board, to execute and deliver all related and ancillary documents required to complete the execution and delivery of the City Agreements and the granting of the Charges to the City on such terms and conditions as the Secretary Treasurer may, in their discretion, consider advisable as witnessed by the signature of the Secretary Treasurer.

This Bylaw may be cited as “School District No. 39 (Vancouver) Olympic Village Elementary School Rezoning Charges Bylaw, 2026”.

Form C - charge "Appurtenant to Lease CA2720307 as modified by Modification of Lease CB2721514"

TERMS OF INSTRUMENT - PART 2

SERVICES AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER)

AND

CITY OF VANCOUVER

FOR

215 WEST 1ST AVENUE

OLYMPIC VILLAGE ELEMENTARY SCHOOL

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DRAFT

WHEREAS:

- A. It is understood and agreed that this Agreement will be read as follows:
- (a) the Transferor, THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER) is called the “Grantor”; and
 - (b) the Transferee, CITY OF VANCOUVER, is called the “City” or “City of Vancouver” when referring to the corporate entity and “Vancouver” when referring to geographical location;
- B. The City is the registered and beneficial owner of the Lands;
- C. By way of a ground lease made effective as of May 1, 2022 between the City, as landlord, and the Grantor, as tenant, and registered against title to the Lands in the LTO under registration number CB2720307 (the “Original Ground Lease”), the City granted to the Grantor a ground lease of the Lands for a term of ninety-nine (99) years on the terms and conditions set forth in the Original Ground Lease;
- D. By way of an amendment of ground lease (Olympic Village School Site) dated for reference April 30, 2025 between the City, as landlord, and the Grantor, as tenant, and registered against title to the Lands as a modification of lease under registration number CB2721514 (the “Modification”, and together with the Original Ground Lease, the “Ground Lease”), the City and the Grantor agreed to amend the terms of the Original Lease on the terms and conditions set forth in the Modification;
- E. The Grantor made an application to amend CD-1 (Comprehensive Development) District (454) By-law No. 9454 to increase the maximum building height from 13.5 m (44 ft.) to 18.8 m (62 ft.), to permit the development of a four-storey elementary school building and after a public hearing to consider the text amendment application, the rezoning application was approved by City Council in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the text amendment by-law (the “Rezoning By-law”), the Grantor make arrangements to the satisfaction of the City Engineer and the Director of Legal Services for the design, construction and installation of the Grantor’s Works;
- F. In order to secure the Grantor’s Works Rezoning Condition, the Grantor has agreed to enter into this Agreement and in particular to grant:
- (a) a Statutory Right of Way to allow the City to inspect the Grantor’s Works and to carry out any of the Grantor’s obligations with respect to the Grantor’s Works if the Grantor fails to fulfil such obligations; and
 - (b) Section 219 Covenants in favour of the City in which the Grantor covenants, among other things, to satisfy the Grantor’s Works Rezoning Condition in accordance with this Agreement; and
- G. The statutory right of way in this Agreement is necessary for the operation and maintenance of the City’s undertaking.

CONSIDERATION

NOW THEREFORE this agreement witnesses that for Ten Dollars (\$10) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties, for themselves and their successors and assigns, hereby covenant and agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

The terms defined in this Section 1.1 will have the following meanings for all purposes in this Agreement, except where specifically otherwise provided herein:

- (a) **“Acceptance”** means a written acceptance by the City Engineer pursuant to Article 5 confirming that the Grantor’s Works have been completed in accordance with the Approved Plans and Specifications, except for the Deficiencies, and that the City accepts the portion of the Grantor’s Works covered by such acceptance subject to completion of the listed Deficiencies, if applicable;
- (b) **“Agreement”** means this Services Agreement and all schedules attached hereto;
- (c) **“Approved Plans and Specifications”** means the design and working plans and specifications for the Grantor’s Works sealed by the Consultant, prepared by the Grantor at its cost and approved by the City Engineer pursuant to Section 3.1(b) including any subsequent revisions proposed by the Grantor and the Consultant and approved by the City Engineer;
- (d) **“Building”** means any building or structure used, occupied or constructed on the Lands at any time following the date this Agreement is fully executed and includes a portion of 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 construction on the Lands;
- (e) **“Building Permit”** means a building permit issued by the City authorizing construction of any Building on the Lands, or any portion of the Lands, at any time following the date this Agreement is fully executed by the parties;
- (f) **“Certificate”** means the certificate of inspection for the Grantor’s Works, or portion thereof, covered by such certificate, in form and content acceptable to the City Engineer, and prepared, signed, sealed and issued by the Consultant, certifying that the Grantor’s Works, or portion thereof, have been constructed and completed in accordance with the Approved Plans and Specifications save and except for the listed Deficiencies;
- (g) **“City”** and **“City of Vancouver”** have the meaning set out in Recital A;
- (h) **“City Engineer”** means the chief administrator from time to time of the City’s Engineering Services Department and his successors in function and their respective nominees;

- (i) **“City Manager”** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (j) **“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;
- (k) **“Consultant”** means the supervising Professional Engineer acceptable to the City Engineer who is a member in good standing of the Association of Professional Engineers and Geoscientists of British Columbia and who is employed or retained by the Grantor to ensure that the Grantor’s Works are completed by the Grantor in accordance with the Approved Plans and Specifications;
- (l) **“Deferred Grantor’s Works”** has the meaning set out in Section 2.2;
- (m) **“Deferred Grantor’s Works Amount”** means an amount equal to one hundred and fifty percent (150%) of the sum estimated by the City Engineer to be required to complete the installation of the Deferred Grantor’s Works;
- (n) **“Deficiencies”** means the conclusive list of defects and deficiencies from the Approved Plans and Specifications identified by the Consultant, to the satisfaction of the City Engineer, attached to the Certificate as such list may be amended pursuant to Section 5.1(a);
- (o) **“Deficiency Amount”** means an amount equal to one hundred and fifty percent (150%) of the sum estimated by the City Engineer to be required to complete all the Deficiencies;
- (p) **“Degradation Fee”** means a fee charged, pursuant to the fee schedule set out in the Street Utilities By-law Number 10361, for road cuts relating to, without limitation, coring, test holes, monitoring wells, utility exposures, installation of utilities, road and pavement reconstruction where grinding and overlaying does not apply, excavations into improved lanes and encroachment removals;
- (q) **“Development Permit”** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning By-law at any time following the date this Agreement is fully executed by the parties;
- (r) **“Director of Finance”** means the chief administrator from time to time of the Finance Department of the City and their successors in function and respective nominees;
- (s) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and respective nominees;
- (t) **“Estimated Amount”** means an amount equal to one hundred and fifty percent (150%) of the sum estimated by the City Engineer to be required to complete all of the design, construction and installation of the Grantor’s Works, and the other related obligations of the Grantor hereunder;

- (u) **“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 Grantor, or anyone employed or retained by the Grantor), 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 Grantor’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);
- (v) **“Extended Warranty Period”** has the meaning set out in Section 6.4;
- (w) **“Extended Warranty Period Security”** has the meaning set out in Section 7.5;
- (x) **“Grantor”** means the Transferor, THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER) on behalf of CITY OF VANCOUVER, and any successors in title to the Lands or a portion of the Lands and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act*, then **“Grantor”** includes the strata corporation thereby created;
- (y) **“Grantor’s Personnel”** means the Grantor’s officers, employees, agents, contractors, subcontractors, licencees, invitees, permittees and sublessees;
- (z) **“Grantor’s Works”** means the improvements, Road Works, services, facilities, utilities, structures, Landscaping and other works to be designed, constructed, installed or otherwise carried out by the Grantor pursuant to this Agreement, including the works described in Schedule A and any works and services required by the City Engineer to be undertaken by or on behalf of the Grantor in respect of the development of the Lands contemplated by the Grantor’s rezoning application described in Recital D of this Agreement, together with such other works on City lands as are necessary for, associated with or incidental to the foregoing works in the opinion of the City Engineer;
- (aa) **“Grantor’s Works Rezoning Condition”** means the condition referenced in Recital D of this Agreement;
- (bb) **“Grantor’s Works Security”** has the meaning set out in Section 7.1;
- (cc) **“Ground Lease”** has the meaning set out in Recital D;
- (dd) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250;

- (ee) **“Lands”** means the parcel or parcels of land situate in Vancouver, British Columbia, described in Item 2 of the General Instrument Part 1 and includes any parcel into which such land is consolidated or further subdivided;
- (ff) **“Landscaping”** means all landscaping, including but not limited to lawns, trees, shrubs, garden flowers and other natural or constructed elements;
- (gg) **“Letter of Credit”** means an irrevocable letter of credit that:
 - (i) complies in all respects with the City’s requirements as set out in the City’s Corporate Policy, Policy Number ADMIN-032 approved on March 4, 2020, as may be amended or replaced from time to time;
 - (ii) complies with any other terms and conditions stated elsewhere in this Agreement to be applicable; and
 - (iii) is in all other respects, in form and substance acceptable to the Director of Legal Services.
- (hh) **“Losses”** means all damages, losses, costs, actions, causes of action, claims, demands, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (ii) **“LTO”** means the land title office for the jurisdiction in which the Lands are situate;
- (jj) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (kk) **“Permit”** means any Development Permit or Building Permit or Occupancy Permit applied for in respect of any Building to be constructed on the Lands, or any portion thereof, following the execution of this Agreement;
- (ll) **“person”** means any individual, association, society, corporation, firm, joint stock company, joint venture, partnership, trust, or unincorporated organization or other legal entity;
- (mm) **“Prime Rate”** means at any time, the per annum rate of interest published by the main branch in Vancouver, British Columbia of the Bank of Montreal, or its successor at such time, as its reference rate for setting rates of interest on loans of Canadian dollars to customers in Canada and referred to by such bank as its “prime rate”, provided however that if such bank publishes more than one such reference rate at any time, the Prime Rate will be the highest thereof, and provided further that, if a court holds that this definition of Prime Rate is vague, uncertain or otherwise defective, then the Prime Rate will be three percent (3%) greater than the per annum rate of interest established by the Bank of Canada as the rate payable on overnight loans by Schedule I Canadian Chartered Banks;
- (nn) **“Remedy Amount”** means an amount equal to one hundred and fifty percent (150%) of the sum estimated by the City Engineer to be required to remedy a specified default as contemplated by Section 8.1;

- (oo) “**Rezoning By-law**” has the meaning set out in Recital D of this Agreement;
- (pp) “**Road Works**” means all work to be done on any road or lane pursuant to this Agreement, including, if applicable, without limitation, their pavement, surfacing, resurfacing, bases, footings, columns, decks, structures, surfaces, retaining walls, drainage systems, catch basins and leads to main sewers, rainwater management systems (including bioswales), rain gardens and infiltration galleries), curbs, gutters, boulevards, street lighting, wiring and kiosks, traffic signals, trolley poles, trolley bases, trolley ducts, City communications system, markings, signage, Landscaping, hydrants, survey control monuments, litter containers, bollards, railings, public benches, bicycle racks, street furniture, sidewalks, multi-use pathways, telecommunications, telephone, cable and electrical utilities and kiosks, utility poles, transit poles, transit pole bases, duct works, gas mains, water mains, district energy mains, neighbourhood energy utility pipes, sanitary and storm sewers and sewer outfalls and all other facilities, improvements and works (and upgrading to same) necessary, associated with or incidental to, in the opinion of the City Engineer, the roads and lanes to be constructed or installed or improved in connection with the development of the Lands;
- (qq) “**Strata Property Act**” means the Strata Property Act, S.B.C. 1998,c.43;
- (rr) “**Security**” means all Letters of Credit required pursuant to ARTICLE 7;
- (ss) “**Temporary Works**” means those certain services, facilities, utilities and components of the Grantor’s Works which the City Engineer permits or requires the Grantor to construct or install on an interim or temporary basis, or otherwise, all pursuant to Section 2.3;
- (tt) “**Vancouver**” has the meaning set out in Recital A;
- (uu) “**Vancouver Charter**” means the Vancouver Charter, S.B.C. 1953, c. 55;
- (vv) “**Warranty Period**” means the warranty period established pursuant to Section 6.1 of this Agreement;
- (ww) “**Warranty Period Security**” has the meaning set out in Section 7.4; and
- (xx) “**Workers Compensation Act**” means the Workers Compensation Act, R.S.B.C. 1996, c.492.

1.2 Interpretation

- (a) Any interest in land created hereby, including the interests noted in the Form C attached to and forming part of this Agreement, 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) In this Agreement, the words “include” and “including” are to be construed as meaning “including, without limitation”.
- (c) The Schedules attached to this Agreement constitute an integral part of this Agreement.

1.3 Headings

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.

1.4 Number

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.

1.5 Governing Law

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 Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.

ARTICLE 2 GRANTOR’S WORKS

2.1 Grantor’s Works

The Grantor covenants and agrees with the City that, prior to issuance of an Occupancy Permit for any Building, the Grantor will, at its cost, design, construct, install and complete the Grantor’s Works in accordance with this Agreement and in accordance with the terms of the applicable Development Permit, or cause the same to be designed, constructed, installed and completed, all as required by and to the satisfaction of the City Engineer and will pay the Degradation Fee, if applicable, to the City Engineer.

2.2 Deferred Grantor’s Works

If any portion of the Grantor’s Works has not been completed prior to issuance of an Occupancy Permit for any Building, and the City Engineer is satisfied that the outstanding Grantor’s Works can be deferred (the “**Deferred Grantor’s Works**”) the City Engineer will issue the Acceptance for the completed Grantor’s Works upon the Grantor lodging with the City Engineer, as a condition of issuance of the Acceptance pursuant to ARTICLE 5, a Letter of Credit

in a sum estimated by the City Engineer to cover and be applied on account of the installation of the Deferred Grantor's Works, and any balance not required by the City will be returned to the Grantor or, if the Letter of Credit is insufficient to cover the actual costs incurred by the City, the Grantor will pay the additional amount required to the City forthwith upon written request for payment.

In the event that completion of the Grantor's Works has been secured by a Letter of Credit in accordance with ARTICLE 7, the City Engineer, in their sole discretion, may retain the whole or a portion of the existing Letter of Credit in an amount sufficient to cover the Deferred Grantor's Works, instead of requiring a new Letter of Credit under this section.

2.3 Temporary Works

- (a) The City Engineer, in his absolute discretion, may permit or require the Grantor to:
 - (i) construct such Temporary Works as the City Engineer may designate, to facilitate the release of applicable occupancy restrictions imposed under this Agreement and the issuance of an Acceptance by the City Engineer in accordance with Article 5, which Temporary Works may comprise, without limitation, such items as Landscaping, sidewalks and paving; and
 - (ii) defer the completion date for the completion of certain of the Grantor's Works, with respect to an area or areas of the Lands.
- (b) Where the City Engineer designates certain of the Grantor's Works as Temporary Works, and permits the Grantor to construct Temporary Works in accordance with Section 2.3(a), the Grantor agrees to construct such Temporary Works to the standards normally required by the City Engineer for similar Temporary Works and to thereafter, maintain and repair such Temporary Works, all to the satisfaction of the City Engineer. All liability and responsibility for such Temporary Works, including liability for any matters arising out of, or damages occasioned by the construction and existence of such Temporary Works will be borne by the Grantor, provided however that:
 - (i) the City Engineer may, but will not be required to, issue an Acceptance in respect of all or certain of such Temporary Works pursuant to Article 5;
 - (ii) the installation, construction and existence of the Temporary Works will be on such conditions as the City Engineer deems necessary and the City Engineer may, without limitation, establish dates by which any or all Temporary Works must be constructed to permanent status as Grantor's Works;
 - (iii) the indemnities contained in Article 9 will apply to the Temporary Works; and
 - (iv) the City Engineer may require security to the satisfaction of the Director of Legal Services and the City Engineer, for any of the Temporary Works.

2.4 City May Do Grantor's Works

Notwithstanding any other provisions in this Agreement, but subject to the provisions of Section 2.5, at any stage in the development of the Lands as contemplated by the Development Permit, the City, at its option, and at the Grantor's cost, may undertake and complete certain of the Grantor's Works or any portion or portions of them. If at any time pursuant to this Section 2.4 the City elects to carry out any such Grantor's Works or any portion or portions of them, the following will apply:

- (a) the City will give to the Grantor notice of its intention to carry out such Grantor's Works;
- (b) to the extent that such Grantor's Works are carried out by the City pursuant to this Section 2.4:
 - (i) the provisions of Section 3.1 and Section 3.2, Article 4 and Section 9.1 and Sections 9.2(a), (b), (c), (d) and (e) will not apply to such Grantor's Works if the City prepares the plans and specifications for such Grantor's Works, provided that if the City uses the Approved Plans and Specifications for the Grantor's Works prepared by or on behalf of the Grantor, the provisions of Articles 3 and 4 and Section 9.1 and Sections 9.2(a), (b), (c) and (d) will apply to such Grantor's Works, provided that the provisions of Section 9.1 and Sections 9.2(a), (b), (c), (d) and (e) will only apply to matters arising from the design of such Grantor's Works by or on behalf of the Grantor. For greater certainty, and notwithstanding the foregoing, Sections 9.1(a)(iii), 9.1(a)(v), 9.2(d)(iii) and 9.2(d)(v) will apply to all Grantor's Works completed by the City regardless of whether the City prepares the plans and specifications for such Grantor's Works; and
 - (ii) the provisions of Section 5.1 and Article 6 will not apply in respect of such Grantor's Works;
- (c) the costs of design, construction and installation of the Grantor's Works undertaken by the City pursuant to this Section 2.4 will be borne by the Grantor and the Grantor will lodge with the City Engineer a cash deposit in a sum estimated by the City Engineer to cover and be applied on account of the cost of design, construction and installation of such Grantor's Works, and any balance not required by the City will be returned to the Grantor or, if the cash deposit is insufficient to cover the actual costs incurred by the City, the Grantor will pay the additional amount required to the City forthwith upon written request for payment; and
- (d) for greater certainty, the amount of any Security delivered by the Grantor to the City pursuant to ARTICLE 7 will be reduced by an amount equal to any cash deposit lodged with the City Engineer pursuant to this Section 2.4.

2.5 City May Complete Grantor's Works on Default

If the Grantor fails to properly carry out the Grantor's Works or any of them or any portion of them, or fails to commence the Grantor's Works or any portion of them or fails to

complete the Grantor's Works or any portion of them in accordance with the construction schedule accepted by the City Engineer pursuant to Section 3.1(h), as determined at the sole discretion of the City Engineer, and the Grantor fails to remedy such breach within the cure periods set out in Article 8 hereof, the City may and is hereby authorized to design, construct, install and complete or cause the design, construction, installation and completion of such Grantor's Works for and on behalf of and at the sole cost and expense of the Grantor, or if the Grantor is otherwise in default under this Agreement the City may remedy the default as set out in Article 8, it being understood that the City is not obligated to commence or complete any such Grantor's Works, or any part thereof, on the Grantor's behalf or to remedy any default. Notwithstanding any other provisions of this Agreement, should the City undertake the design, construction, installation or completion of any such Grantor's Works, or any part thereof pursuant to this Section 2.5, the City will not be bound by any timing, scheduling, or deadline requirements contained in or established pursuant to this Agreement and the City will not be bound by any design or construction obligations of the Grantor under this Agreement. Rather, decisions regarding the scheduling and timing and standard of design, construction or installation of any such Grantor's Works undertaken by the City will be at the sole discretion of the City Engineer, whose decisions will be final and without appeal. For greater certainty, once the Grantor has reimbursed the City for all costs incurred by the City in accordance with Section 8.1(f), the amount of any Security delivered by the Grantor to the City pursuant to Article 7 may be reduced by the amount reimbursed to the City.

2.6 Grant of Statutory Right of Way

Pursuant to Section 218 of the *Land Title Act* and subject to Section 12.3 of this Agreement, the Grantor hereby grants against its leasehold interest in the Lands under the Ground Lease during the term of the Ground Lease, and any renewal or extension of the term of the Ground Lease, to the City the full and free right, liberty, easement and statutory right of way over the Lands at its will and pleasure at all times until the expiry of the Warranty Period or the Extended Warranty Period, if applicable, to permit the City and City Personnel to enter on the Lands with workers, vehicles, equipment, tools and materials for the purposes of:

- (a) inspecting the Grantor's Works;
- (b) carrying out any of the Grantor's obligations in accordance with Section 2.4 and the provisions of Section 2.4 will apply; and
- (c) carrying out any of the Grantor's obligations in accordance with Section 2.5 and Section 6.3 and the provisions of Article 8 will apply.

ARTICLE 3 DESIGN AND CONSTRUCTION OBLIGATIONS

3.1 Design and Construction Obligations

Without derogating from the obligations of the Grantor under Article 2:

- (a) the Grantor will at all times be familiar with the standards normally required by the City from time to time for services, facilities, utilities and obligations of the nature or type of the Grantor's Works, including design, construction and soil standards required for infrastructure, and the Grantor's Works will, when

constructed or installed, meet such standards required by the City at the time of construction or installation;

- (b) prior to construction of any portion of the Grantor's Works, or prior to issuance of the Development Permit where any sewer upgrade works are necessary, the detailed plans and specifications for the Grantor's Works or any portion of the Grantor's Works will be sealed by the Consultant and will be submitted to the City Engineer for approval, and the Grantor will make such changes and amendments to such plans and specifications as are stated by the City Engineer to be necessary or desirable, all in accordance with the conditions for issuance of the applicable Development Permit and this process will continue until the City Engineer gives final written approval to such plans and specifications;
- (c) the Grantor will not:
 - (i) contract for the construction or installation of the Grantor's Works or any part thereof; or
 - (ii) invite bids for the construction or installation of the Grantor's Works or any part thereof; or
 - (iii) commence construction or installation of, or cause, suffer or permit any construction or installation of the Grantor's Works, or any part thereof, to commence,

until the City Engineer has given approval pursuant to Section 3.1(b);
- (d) the Grantor's Works will be constructed or installed at the cost of the Grantor, in strict accordance with the Approved Plans and Specifications for such Grantor's Works;
- (e) if at the time the Grantor gives notice to the City pursuant to Section 3.1(h) of commencement of construction or installation of any Grantor's Works, the Approved Plans and Specifications for such portion of the Grantor's Works no longer meet published building code requirements, safety standards and other similar standards required by the City for services, facilities, utilities and obligations of the nature or type of such Grantor's Works, the City Engineer may require the Grantor to resubmit the said Approved Plans and Specifications with any necessary updates and revisions required to meet the said standards;
- (f) the Grantor will keep the City Engineer properly and adequately advised of the progress of construction or installation of the Grantor's Works, and periodically provide to the City Engineer, as he may require, design and construction schedules and progress reports, and co-ordinate construction of the Grantor's Works with construction of any other works undertaken by the Grantor in the area;
- (g) the Grantor will:
 - (i) comply with all applicable federal, provincial and municipal laws, statutes, regulations, by-laws, orders and policies;

- (ii) obtain all necessary government approvals and permits concerning the Grantor's Works and the design, construction, installation and warranty work with respect thereto, including all approvals and permits normally required by the City Engineer for work done on streets in Vancouver (which includes the requirement for obtaining commercial general liability insurance and property insurance and providing the City with evidence of same and providing an appropriate confirmation of professional insurance);
- (iii) be the "prime contractor" (as defined in the *Workers Compensation Act*) for the Grantor's Works for Workers Compensation Board ("WCB") purposes and will accept all responsibilities of the prime contractor as outlined in the City's Multiple-Employer Workplace/Contractor Coordination Program (2003), *Workers Compensation Act* (Part 3) and WCB Occupational Health & Safety Regulation and the City may consider any WCB violation by the Grantor as prime contractor as a material breach of this Agreement; provided that the Grantor may with the City's approval cause the contractor engaged to construct the Grantor's Works or any of them to enter into an agreement with the City whereby such contractor agrees to be the prime contractor (provided that the Grantor will not be relieved of its obligations under this Section 3.1(g)(iii));
- (iv) construct, install and, to the extent that the Grantor is required to maintain the Grantor's Works pursuant to this Agreement, maintain the Grantor's Works in compliance with all applicable federal, provincial, municipal and other laws, by-laws, regulations and statutes;
- (v) ensure that all required payments are made with respect to the Grantor's Works and the construction or installation thereof, including, without limitation, workers' compensation assessments, employment insurance and federal and provincial taxes;
- (vi) not release or permit to be released any contaminants onto any street or other City property and "contaminants" means any deleterious, dangerous, hazardous, corrosive or toxic substances, pollutants, goods or waste the manufacture, storage, handling, treatment, generation, use, transport, release, disposal or discharge into the environment of which any environmental laws control, regulate, licence or prohibit or which are or may be deleterious, dangerous or hazardous to human, animal or plant health or life or the environment;
- (vii) clean up any contaminants which the Grantor released or permitted to be released on any street or other City property contrary to Section 3.1(g)(vi) to the satisfaction of the City; and
- (viii) test, excavate, remove or remediate any contaminants encountered during the installation or upgrading of any subsurface Grantor's Works or utilities servicing the site, or which may need to be excavated, removed or remediated for the protection and safety of workers who may access such works, whether such work is carried out by the Grantor or the City, all to the satisfaction of the City Engineer;

- (h) the Grantor will give the City Engineer not less than fifteen (15) days' delivered written notice before commencing initial construction or installation of any Grantor's Works, which notice will be accompanied by a construction schedule and a traffic management plan both of which must be acceptable to the City Engineer. The Grantor may from time to time deliver an amended construction schedule to the City Engineer which, if accepted by the City Engineer, will be the accepted construction schedule. The Grantor agrees:
- (i) if such Grantor's Works are not constructed within the accepted construction schedule, the construction may be stopped or completed by the City at the cost of the Grantor, at the discretion of the City Engineer; and
 - (ii) the Grantor will call for inspections, after giving the City Engineer not less than ten (10) days' written notice, at all important stages as determined by the City Engineer who will give notice of such important stages requiring inspection prior to commencement of initial construction which important stages may be revised by the City Engineer from time to time during construction with notice to the Grantor;
- (i) the Grantor will ensure that any comments or directions regarding the Grantor's Works, including requests for alterations, given or made by the City Engineer at any time prior to issuance of an Acceptance of the subject portion of the Grantor's Works by the City Engineer pursuant to ARTICLE 5 will be promptly responded to and complied with;
- (j) during construction or installation of the Grantor's Works, the Grantor will, subject as otherwise provided in this Agreement, no later than fifteen (15) days following receipt of same, deliver to the City Engineer true copies of all inspection and testing reports prepared during the construction or installation of the Grantor's Works and all such reports will have been accepted by the Consultant, provided however that the Grantor will immediately notify the City Engineer of the results of any failed tests;
- (k) the Grantor will make the Grantor's Works available to the City and City Personnel at all times for inspection and testing and, promptly, on written request, the Grantor will pay the City the costs of such inspections and tests; such inspections and tests may be carried out at such times, and as frequently, as the City Engineer deems necessary;
- (l) the Grantor will restore, to the satisfaction of the City Engineer, any and all City property that is damaged or adversely affected by the construction or installation of the Grantor's Works;
- (m) notwithstanding anything to the contrary in this Agreement, the Grantor's Works will be designed and constructed in a good and workmanlike manner and to the approval and satisfaction of the City Engineer;
- (n) where the City Engineer considers relevant, the Grantor's Works will be designed and constructed or installed so that they can and do connect, in a manner

satisfactory to the City Engineer, with existing City services and facilities, and all connection costs will be the responsibility of the Grantor;

- (o) the Grantor's Works (save and except those utilities that are constructed and installed on behalf of telecommunications companies, cablevision companies, BC Hydro, Fortis BC, Translink, Creative Energy Vancouver Platforms Inc. or any district heat or energy companies (hereinafter collectively called the "**Utility Companies**")) will be and remain the absolute property of the City, but not until accepted in writing by the City Engineer pursuant to ARTICLE 5, until such Acceptance the Grantor's Works will be and remain the absolute property of the Grantor; and
- (p) the Grantor agrees that it will, at all relevant design stages, and before seeking the City Engineer's review and subsequent approval of the plans and specifications for the Grantor's Works:
 - (i) co-ordinate and submit to the City Engineer for approval the designs and specifications of the Utility Companies to ensure the designs and specifications meet City standards and maximize the efficiency in overall design and location of those Grantor's Works consisting of telephone and telecommunication systems and cable and electrical, gas, power utilities, roads and transit facilities (the "**Utilities**") that are within the general field of Utilities of concern to the Utility Companies; and
 - (ii) obtain the written approvals (all of which written approvals will be provided to the City Engineer) from the Utility Companies with respect to those Grantor's Works consisting of the Utilities that are within the general field of Utilities of concern to the Utility Companies, and the Grantor further agrees, that in obtaining such approval from the Utility Companies, the Grantor will supply to the Utility Companies all information required by them in connection with such approval, in a timely manner.

3.2 Design and Construction Responsibility

Notwithstanding that the City Engineer may:

- (a) require the Grantor to make changes to the plans, drawings and specifications concerning the Grantor's Works or any portions thereof;
- (b) inspect the Grantor's Works, or portions thereof or supervise aspects of construction of the Grantor's Works; or
- (c) approve or accept or confirm the satisfactory nature of the plans, drawings and specifications concerning the Grantor's Works,

all design and construction responsibility and supervisory responsibility will remain exclusively with the Grantor and no such responsibility will rest with the City Engineer or other City Personnel; and neither the City nor any City Personnel will be liable to the Grantor for the safety, adequacy or soundness of the Grantor's Works by reason of any inspections made, changes required or approvals given with respect to the Grantor's Works. Any approval given by and any inspection carried out by the City Engineer or other City Personnel pursuant to this

Agreement or concerning the Grantor's Works will be for the purposes only of ensuring compliance with this Agreement from the point of view of the City as contracting party, and no inspection or approval given by the City Engineer or other City Personnel will relieve the Grantor from its obligation to comply strictly with the terms of this Agreement nor will the giving of any approval or confirmation of satisfaction constitute a waiver or release by the City of any duty or liability owed to the City or any indemnity given by the Grantor to the City or City Personnel.

3.3 No Development

Pursuant to Section 219 of the *Land Title Act*, in respect of the use of the Lands the Grantor covenants and agrees with the City as a covenant running with and binding the Grantor's leasehold interest in the Lands under the Ground Lease during the term of the Ground Lease and any renewal or extension of the term of the Ground Lease that notwithstanding that the Grantor may be otherwise entitled:

- (a) the Grantor will not construct, nor permit to be constructed any Building on the Lands or any portion of the Lands; and
- (b) the Grantor will not apply for any Permit other than the Development Permit and the Building Permit; and
- (c) the Grantor will take no action nor cause any direct or indirect action to be taken to compel the issuance of any Permit; and
- (d) the City will not be under any obligation to issue any Permit;

until the Grantor has delivered to the City the Security required pursuant to Section 7.1 and until the City Engineer has given approval of any required sewer upgrade works pursuant to Section 3.1(b) and the Grantor has obtained all necessary approvals, licenses and permits for such phase of the Grantor's Works from all authorities having jurisdiction.

3.4 If Permit Issued Inadvertently

The Grantor covenants and agrees that any Permit for any Building issued inadvertently or otherwise prior to the Grantor complying with Section 3.1(b), as to required sewer upgrade works, and Section 7.1 may be revoked by the City at any time prior to compliance and further agrees that if the Grantor commences construction of any Building or other improvement in contravention of this Agreement, the City may pursue all remedies, including, without limitation, injunctive relief.

3.5 Discharge of No Development Covenant

Upon the Grantor complying with Section 3.1(b), as to required sewer upgrade works, and Section 7.1 and subject as hereinafter provided, the City will execute a discharge of the Section 219 Covenant in Section 3.3 from the Lands provided that:

- (a) the City will have no obligation to execute such discharge until a written request therefor from the Grantor has been received by the City, which request will include the form of discharge in registrable form;

- (b) the cost of preparation of such discharge and the cost of registration of the same in the LTO will be paid by the Grantor; and
- (c) the City will have a reasonable time within which to execute such discharge and return same to the Grantor for registration.

ARTICLE 4 RECORD DRAWINGS AND CERTIFICATION OF INSPECTION

4.1 Record Drawings

Upon completion of the Grantor's Works, and prior to the issuance of the Acceptance pursuant to Section 5.1, the Grantor covenants and agrees that it will, at its own cost, provide the City Engineer with:

- (a) the record drawings for the Grantor's Works, satisfactory to the City Engineer, prepared, signed and sealed by the Consultant;
- (b) four (4) signed and sealed paper prints and one (1) electronic copy of the record drawings signed and sealed by the Consultant;
- (c) the record information must reference at least two (2) Integrated Survey Monuments and use the horizontal N.A.D. 83 (North American Datum 83) U.T.M. (Universal Transverse Mercator) CSRS (Canadian Spatial Reference System) co-ordinate system and the vertical GVRD Datum, to the satisfaction of the City Engineer;
- (d) a plan of survey prepared by a British Columbia Land Surveyor showing the final locations of any of the Grantor's Works, as required by and to the satisfaction of the City Engineer; and
- (e) such other evidence of satisfactory completion of the Grantor's Works as the City Engineer may request.

4.2 Certification of Inspection

Upon completion of the Grantor's Works (or portion thereof if permitted under Section 5.1(c)) as required by this Agreement and to the satisfaction of the City Engineer, and prior to the Acceptance of the Grantor's Works by the City Engineer, the Grantor will deliver to the City Engineer the Certificate.

ARTICLE 5 ACCEPTANCE OF GRANTOR'S WORKS

5.1 Acceptance of Grantor's Works

- (a) Following the delivery to the City Engineer of a Certificate, the City Engineer and the Consultant will inspect the Grantor's Works or portion of the Grantor's Works covered by such Certificate, and if during such inspection, a defect or deficiency with respect to the Approved Plans and Specifications is observed which is not included in the list of Deficiencies attached to such Certificate, then the list of Deficiencies will be amended by the Consultant to the satisfaction of

the City Engineer to include such defect or deficiency. Following such inspection and amendment (if any) to such Certificate and subject to Section 5.1(b), the City Engineer will issue an Acceptance with the conclusive list of Deficiencies attached and will accept the Grantor's Works or portion of the Grantor's Works covered by such Acceptance, as of the date set out in such Acceptance. Thereafter, the Grantor will work diligently to complete all Deficiencies by the dates set out in the Acceptance;

- (b) During the inspection referred to in Section 5.1(a) certain Deficiencies may be identified by the City Engineer to be of such significance that the City Engineer is not prepared to issue an Acceptance. In such event, the City Engineer may delay the issuance of the Acceptance of the Grantor's Works or portion of the Grantor's Works until such Deficiencies have been rectified or completed as confirmed by a subsequent inspection by the City Engineer, whereupon Acceptance will be issued if the applicable Deficiencies have been rectified or completed to the satisfaction of the City Engineer;
- (c) The City Engineer may, in his or her sole discretion, agree to issue an Acceptance for less than all of the Grantor's Works and, in that event, the Grantor will deliver a Certificate to the City Engineer for such portion of the Grantor's Works as is permitted by the City Engineer and the provisions of Section 5.1(a) and Section 5.1(b) will apply;
- (d) Without limiting the rights of the City Engineer with respect to any Acceptance of the Grantor's Works, and notwithstanding that the whole of the Grantor's Works may have been completed, the City Engineer may delay issuance of the Acceptance of the Grantor's Works or portion of the Grantor's Works until such time as all cash payments, the Warranty Period Security (pursuant to Section 7.4), and all record drawings required to be delivered to the City pursuant to this Agreement have been delivered and any encroachment agreements and/or statutory rights of way required by the City Engineer are registered in the LTO, all to the satisfaction of the City Engineer; and
- (e) Notwithstanding that the Grantor may have dedicated any portion of the Lands as City street, the Grantor will remain liable for all damages, losses, costs, actions, causes of action, claims, demands, builders liens, liabilities, expenses, indirect or consequential damages resulting from the Grantor's (or any of its contractors, subcontractors, employees, agents, licensees, invitees) use or occupation of such City street as if the Grantor were the owner of such lands, until Acceptance by the City Engineer of the Grantor's Works to be constructed thereon, in accordance with this Section 5.1.

5.2 Occupancy Restriction on the Lands

Pursuant to Section 219 of the *Land Title Act*, in respect of the use of the Lands the Grantor covenants and agrees with the City as a covenant running with and binding the Grantor's leasehold interest in the Lands under the Ground Lease during the term of the Ground Lease and any renewal or extension of the term of the Ground Lease that no Building will be used or occupied except as follows:

- (a) the Grantor will not apply for an Occupancy Permit in respect of, and will not suffer or permit the occupation of any Building and will take no action, directly or indirectly, to compel the issuance of an Occupancy Permit for such Building; and
- (b) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any Building, notwithstanding completion of construction of any such Building;

until such time as the Grantor's Works or portion of the Grantor's Works have been constructed or installed to the satisfaction of the City Engineer and an Acceptance has been issued by the City Engineer or the City Engineer has permitted the issuance of an Occupancy Permit as a result of the construction of Temporary Works, all in accordance with the provisions of this Agreement, including any deferral of any portion of the Grantor's Works as provided in Section 2.2 and any sums then payable by the Grantor to the City pursuant to the terms of this Agreement have been paid in full.

5.3 If Permit Issued Inadvertently

The Grantor covenants and agrees that any Occupancy Permit issued inadvertently or otherwise prior to release or discharge of the Section 219 Covenants granted pursuant to Section 5.2 may be revoked by the City at any time prior to compliance with Section 5.2 and further agrees that if the Grantor constructs any Building, or occupies any Building in contravention of this Agreement, the City may pursue all remedies, including, without limitation, injunctive relief.

5.4 Discharges

Subject as hereinafter provided, the City will execute discharges of:

- (a) the covenants and agreements in this ARTICLE 5 constituting covenants pursuant to Section 219 of the *Land Title Act* from title to the Lands upon completion of all of the Grantor's Works and issuance of an Acceptance by the City Engineer pursuant to this ARTICLE 5 and full payment of all monies payable to the City pursuant to this Agreement; and
- (b) the statutory right of way in Section 2.6 upon expiry of the Warranty Period or the Extended Warranty Period, if applicable, for all of the Grantor's Works,

provided that:

- (c) the City will have no obligation to execute such discharges until a written request therefor from the Grantor has been received by the City, which request will include the form of discharge in registrable form;
- (d) the cost of preparation of such discharges and the cost of registration of the same in the LTO will be paid by the Grantor; and
- (e) the City will have a reasonable time within which to execute such discharges and return same to the Grantor for registration.

ARTICLE 6 WARRANTIES

6.1 Warranty Period

The Grantor covenants that, to the extent that the Grantor's Works is completed by or on behalf of the Grantor, the Grantor's Works will be of good workmanship and free of defects and deficiencies, including defects and deficiencies arising from or related to design and construction or installation and materials used, and suitable for the purposes to which they are put for a period of two (2) years following the date of the Acceptance issued by the City Engineer pursuant to ARTICLE 5.

6.2 Grantor's Obligations During Warranty Period

The Grantor, at its cost, during the Warranty Period or the Extended Warranty Period, as applicable, will keep and maintain the Grantor's Works which will include the replacement of any dead or diseased Landscaping, in a condition of good repair and free of defects and deficiencies to the satisfaction of the City Engineer and, on notice from the City Engineer, the Grantor will expeditiously repair, replace or otherwise make good all defects and deficiencies in the Grantor's Works.

6.3 City May Repair

The Grantor covenants and agrees that if the Grantor fails to carry out repairs or otherwise make good any defects or deficiencies in the Grantor's Works as required pursuant to this ARTICLE 6 and fails to remedy all defects and deficiencies within the period of time set forth in Section 8.1 following a written request by the City Engineer to do so, the City, at the Grantor's expense, may effect such repair and make good such defects and deficiencies, but the City will have no obligation to effect such repair or to make good defects or deficiencies.

6.4 Extended Warranty Periods

If any portion of the Grantor's Works requires repair or replacement pursuant to this ARTICLE 6 during the respective Warranty Period to the extent that the City Engineer determines, in his sole opinion, that such repair or replacement is major or significant, the City Engineer may, by written notice to the Grantor, cause the Warranty Period for that portion of the Grantor's Works so repaired or replaced to be extended, together with all consequential obligations of the Grantor under this Agreement, by a period of two (2) years from the date of completion of such repair or replacement. This extended two (2) year period is hereinafter called the "Extended Warranty Period".

ARTICLE 7 GRANTOR'S WORKS SECURITY

7.1 General Obligation to Deliver Security

Subject to Section 7.2, as security for the initial obligations of the Grantor contained in this Agreement in respect of the Grantor's Works, the Grantor will:

- (a) deliver or cause to be delivered to the City, by the times set forth in Section 7.2, a Letter of Credit or Letters of Credit (the "**Grantor's Works Security**") in amounts equal to the Estimated Amount, plus an additional amount to cover the

City's normal overhead charges which additional amount will not exceed twenty percent (20%) of the Estimated Amount;

- (b) the obligations of the Grantor under ARTICLE 3 will not be lessened or reduced by reason of any estimates by the City Engineer made pursuant to Section 7.1(a) and at all times the Grantor will be responsible for all costs of the obligations contained in this Agreement;
- (c) the Grantor will ensure that the City is, at all times after delivery of the Grantor's Works Security referenced in Section 7.1(a) and until commencement of the Warranty Period defined in Section 6.1, in possession of Letters of Credit satisfactory to the City Engineer and the Director of Legal Services and in the amounts no less than that required by the City Engineer from time to time to complete the Grantor's Works; and
- (d) subject to Section 10.2, the City will be entitled to retain Letters of Credit delivered to it by the Grantor in accordance with this ARTICLE 7, notwithstanding sale, transfer or conveyance of the Lands, or portions thereof.

7.2 Timing of Delivery

The Grantor will deliver to the City the Grantor's Works Security required pursuant to Section 7.1(a) by the earlier of:

- (a) the date on which the Grantor commences, or suffers to commence, construction of the Grantor's Works, or any portion thereof; and
- (b) prior to the date on which the issuance of the first Development Permit occurs for one or more Buildings to be constructed.

Save and except for applying for a Development Permit in respect of any Building, the Grantor will not take any action, directly or indirectly, to compel the issuance of a Development Permit in respect thereof, and the City will be under no obligation to issue a Development Permit in respect of any Buildings unless and until the Grantor's Works Security deliverable to the City has been delivered in accordance with this Article. The Grantor does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses which may derive from the withholding of any permit under this Article.

7.3 Changes to Amount of Grantor's Works Security

The Grantor acknowledges and agrees that the amount of Security required by the Grantor pursuant to this Agreement may be increased or decreased from time to time and at the City Engineer's discretion, as a result of any revision in the Estimated Amount or, in the City Engineer's discretion, the remaining portion of the Grantor's Works determined by the City Engineer.

If the amount of the Grantor's Works Security is increased, the Grantor may replace or supplement any Letters of Credit held by the City with an increase to the existing Letters of Credit or by providing an additional Letter of Credit.

The City Engineer, in his sole discretion, may allow reductions in the amount of the Grantor's Works Security referenced in this Article up to a maximum reduction, in each case,

of ninety percent (90%) of the amount of such Grantor's Works Security, as significant stages or portions of the Grantor's Works are completed.

7.4 Warranty Period Security

Prior to the issuance of the Acceptance, as set out in Section 5.1, the Grantor will deliver or cause to be delivered to the City security for the Grantor's respective Warranty Period financial obligations (the "**Warranty Period Security**") on the following terms and conditions:

- (a) the amount will be equal to ten percent (10%) of the amount of the original Grantor's Works Security amount first submitted pursuant to this ARTICLE 7, or of the cumulative amount of any replacement Grantor's Works Security as delivered where the City Engineer subsequently increases the amount of the original Grantor's Works Security pursuant to Section 7.3;
- (b) the term will be for a period expiring not sooner than thirty (30) days after the day on which the related Warranty Period expires;
- (c) the security will be provided as a Letter of Credit; and
- (d) the Letter of Credit used to secure the Grantor's Works Security may be used to satisfy the requirements of the Warranty Period Security, subject to the additional conditions in this Section 7.4.

If a replacement Letter of Credit is provided pursuant to Section 7.4(c), the Grantor is not entitled to the return or cancellation of the Grantor's Works Security until the replacement Letter of Credit is received by the City, to the City's satisfaction in its absolute discretion.

7.5 Extended Warranty Period Security

If any portion of the Grantor's Works requires repair or replacement pursuant to ARTICLE 6 during the Warranty Period such that the Warranty Period for that portion of the Grantor's Works is extended for the Extended Warranty Period pursuant to Section 6.4, the Grantor will deliver or cause to be delivered to the City security for the Grantor's respective Extended Warranty Period financial obligations (the "**Extended Warranty Period Security**") on the following terms and conditions:

- (a) the Extended Warranty Period Security must be delivered to the City no later than thirty (30) days after the Grantor receives the notice in Section 6.4, or within such period of time as is indicated on the notice itself;
- (b) the amount will be equal to the amount the City Engineer estimates is necessary to complete such repair or replacement pursuant to Section 6.4;
- (c) the term will be for a period expiring not sooner than thirty (30) days after the day on which the related Extended Warranty Period expires;
- (d) the security will be provided as a Letter of Credit;

- (e) the Letter of Credit used to secure the Warranty Period Security may be used to satisfy the requirements of the Extended Warranty Period Security, subject to the additional conditions in this Section 7.5; and
- (f) notwithstanding Sections 7.5(d) and 7.5(e), if the amount of the Extended Warranty Period Security exceeds the amount of the Warranty Period Security, the Grantor must deliver to the City a Letter of Credit in an amount not less than the difference between the Warranty Period Security held by the City and the amount of the Extended Warranty Period Security.

If a replacement Letter of Credit is provided pursuant to Section 7.5(d), the Grantor is not entitled to the return or cancellation of the Warranty Period Security until the replacement Letter of Credit is received by the City, to the City's satisfaction in its absolute discretion.

7.6 Calling Upon Security

The City may cash or call the Grantor's Works Security, Warranty Period Security, or Extended Warranty Period Security held by the City in any of the following events:

- (a) if, at any time until it is returnable to the Grantor under this Agreement, the balance of the term remaining of any Security held by the City is less than thirty (30) days in the case of a Letter of Credit, and the Grantor has not made arrangements satisfactory to the City for the delivery of a replacement or extension of such Security;
- (b) if the Grantor makes a general assignment for the benefit of creditors, or if the Grantor institutes proceedings to have itself adjudicated as bankrupt or insolvent, including, without limitation, any application or order under the *Companies' Creditors Arrangement Act* (Canada) (or any legislation in pari materia therewith) or, if the Grantor becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction judging the Grantor bankrupt or insolvent, or if the Grantor or its directors pass any resolution authorizing the dissolution or winding up of the Grantor, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Grantor's property is appointed or applied for by the Grantor or by one or more of the Grantor's creditors; or
- (c) subject to ARTICLE 8, at any time the Grantor breaches any provision of this Agreement or defaults in carrying out any of its obligations under the terms of this Agreement to an extent the City Engineer considers material; or
- (d) the City has, pursuant to Section 2.2 accepted a Letter of Credit and undertaken in whole or in part, any part of the Deferred Grantor's Works or, pursuant to Section 2.5, undertaken in whole or in part, any part of the Grantor's Works.

7.7 Application of Funds

If the City cashes or calls any Security pursuant to Section 7.6, then:

- (a) with respect to Sections 7.6(a) and 7.6(b), the City may; and
- (b) with respect to Sections 7.6(c) and 7.6(d), the City will;

apply the proceeds so far as possible, towards:

- (c) completion of the Grantor's Works or satisfaction of any Warranty Period or the Extended Warranty Period, as applicable, obligations of the Grantor; and
- (d) if there remains an unused balance of proceeds, completion of any other obligations of the Grantor to the City in respect of which the Grantor is in default, relating to the development of the Lands, as determined by the City Engineer in his sole discretion,

but in any case, the City is not permitted to use such cash for any purposes other than as set out in this Section.

The City will carry out any of the Grantor's Works hereinbefore described, including construction of the Grantor's Works, at such times and to such standards as the City Engineer, in his sole discretion, deems appropriate and the provisions of ARTICLE 2 will govern. If the proceeds from any Letter of Credit are not sufficient to pay all costs and expenses, plus the City's normal overhead charges, which will not exceed twenty percent (20%) of such costs and expenses, incurred by the City in completing the applicable Grantor's Works, or any portion thereof, or in carrying out any Warranty Period or Extended Warranty Period, as applicable, obligations of the Grantor, the Grantor forthwith will pay to the City the difference upon receipt from the City of invoices for the same.

7.8 Return of Security

After the:

- (a) issuance of an Acceptance for the Grantor's Works in accordance with Section 5.1; or
- (b) expiry of the Warranty Period; or
- (c) expiry of the Extended Warranty Period, if applicable,

the City will, in each such case, within a reasonable period of time following receipt of a written request of the Grantor to do so, return to the Grantor any Letter of Credit then held by the City in respect thereof, or, if the City cashes any Letter of Credit, any funds not required for application in accordance with Section 7.7.

Notwithstanding the foregoing, if an Acceptance was issued with a list of Deficiencies attached pursuant to Section 5.1(a) or the City Engineer has agreed that a portion of the Grantor's Works may be deferred and the City Engineer has agreed, in his sole discretion, to accept a Letter of Credit as security for the completion of the Deferred Grantor's Works pursuant to Section 2.2 the City will not return to the Grantor the Grantor's Works Security held by the City for the applicable Grantor's Works but rather will permit a reduction in the amount of the Grantor's Works Security to the amount equal to the Deficiency Amount, plus an additional amount to cover the City's normal overhead charges which additional amount will not exceed twenty percent (20%) of the Deficiency Amount or, if applicable, equal to the Deferred Grantor's Works Amount, plus an additional amount to cover the City's normal overhead charges which additional amount will not exceed twenty percent (20%) of the Deferred Grantor's Works Amount, all to the satisfaction of the City Engineer provided however that no Security will be reduced to less than ten percent (10%) of the original value of such

Security. Upon completion of all the Deficiencies and the Deferred Grantor's Works, the Grantor may request the return of the Grantor's Works Security pursuant to this Section 7.8.

ARTICLE 8 DEFAULT

8.1 Notice on Default

- (a) Notwithstanding anything to the contrary contained in this Agreement, in the event that the City Engineer is of the opinion that the Grantor is at any time in default of any of its obligations under this Agreement, the City Engineer will deliver written notice of such default to the Grantor (save in respect of emergencies occasioned by such default, in which case the City Engineer is not obligated to deliver notice), which notice will specify the default and include reference to the relevant section of this Agreement.
- (b) From the date of delivery of the notice described in Section 8.1(a), the Grantor will have fourteen (14) days in which either:
 - (i) to remedy the default, to the satisfaction of the City Engineer, or to commence remedying the default and diligently and continuously proceed to completion with remedying the default, to the satisfaction of the City Engineer; or
 - (ii) to pay to the City an amount, in cash, equal to the Remedy Amount, plus an additional amount to cover the City's normal overhead charges which additional amount will not exceed twenty percent (20%) of the Remedy Amount,

and the City acknowledges that when the Grantor has remedied a default pursuant to Section 8.1(b)(i), or has paid the required monies to the City pursuant to Section 8.1(b)(ii), the Grantor will be deemed to have rectified the specified default.

- (c) If the cash payment described in Section 8.1(b)(ii) is made, the City will apply the same to remedy the specified default as authorized by Section 2.5. Any balance not required by the City to remedy the default will be returned to the Grantor or, if the cash payment is insufficient to cover the costs incurred by the City in remedying the default, the Grantor will pay the additional amount required to the City forthwith upon receipt of a written request for payment.
- (d) If the Grantor neither remedies the default pursuant to Section 8.1(b)(i) nor makes the cash payment described in Section 8.1(b)(ii) then the City may remedy the default at the sole cost and expense of the Grantor upon giving the Grantor not less than fourteen (14) days' notice of its intention to remedy the default and if the Grantor commences remedying the default within the said fourteen (14) day period, the City will withdraw its notice and will not proceed to remedy such default.
- (e) In the event of an emergency or apprehended emergency occasioned by any default of the Grantor under this Agreement (as determined by the City Engineer)

the City may remedy the default and will notify the Grantor as soon as reasonably possible of the occurrence of such emergency.

- (f) If the City remedies a default of the Grantor pursuant to Section 8.1(d) or Section 8.1(e) then the City may, by written request, require payment from the Grantor of all costs incurred by the City in remedying the default, which costs will include all interest and other amounts paid by the City in obtaining the funds necessary to remedy the default, and the City's normal overhead charges, not to exceed twenty percent (20%) of such costs.
- (g) If the City requires payment pursuant to Section 8.1(f):
 - (i) the City may cash or call any security held by the City for the Grantor's Works pursuant to Section 7.6(c); and
 - (ii) invoice the Grantor for all or part of the costs calculated pursuant to Section 8.1(f), in which case the Grantor will reimburse the City within thirty (30) days (or such other period as the City Engineer may stipulate) of receiving written request from the City for payment of all costs incurred by the City in remedying the default.
- (h) Notwithstanding anything to the contrary in this Agreement, in no case will the Grantor be liable under this Article for an amount greater than the costs calculated pursuant to Sections 8.1(f) and 8.2.

8.2 Interest on Default

Whenever any amounts of money owing under this Agreement by the Grantor to the City are not paid within thirty (30) days following delivery by the City to the Grantor of a written request for payment, such amounts will be considered to be in arrears and will bear interest at the rate of three percent (3%) above the Prime Rate per annum, calculated monthly not in advance, from the date due until paid.

ARTICLE 9 RELEASE AND INDEMNITY

9.1 Release

Except to the extent such Losses are caused by or contributed to by any negligence or wilful misconduct of the City or any City Personnel, the Grantor hereby agrees that it will not make any claims against the City or City Personnel and hereby releases and discharges the City and City Personnel from and against all Losses which may, at any time, arise or accrue to the Grantor or the Grantor's Personnel in connection with this Agreement including:

- (a) by reason of the City or City Personnel:
 - (i) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Grantor's Works;
 - (ii) inspecting or constructing the Grantor's Works or any part thereof;
 - (iii) withholding any Permit pursuant to this Agreement;

- (iv) performing any work in accordance with the terms of this Agreement or requiring the Grantor to perform any work pursuant to this Agreement; or
- (v) exercising any of its rights under any Section 219 covenants or statutory rights of way granted to the City pursuant to this Agreement,

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

- (b) that arise out of, or would not have been incurred but for:
 - (i) this Agreement;
 - (ii) the design, construction and installation (including any defective materials or faulty workmanship) of the Grantor's Works by the Grantor; or
 - (iii) any Warranty Period or Extended Warranty Period obligations of the Grantor as contained in this Agreement including any failure to perform the same.

9.2 Indemnity

Subject to Section 9.4, and except to the extent such Losses are caused by or contributed to by the negligence or wrongful misconduct of the City or any City Personnel, the Grantor hereby covenants and agrees with the City to indemnify and save harmless and reimburse the City and City Personnel from and against all Losses which may arise or accrue to the Grantor or any person against the City or City Personnel or which the City or City Personnel may pay, incur, sustain or be put to by reason of or which would not or could not have been sustained "but for" any of the following:

- (a) this Agreement;
- (b) the design, construction and installation (including any defective materials or faulty workmanship) of the Grantor's Works by the Grantor; or
- (c) any Warranty Period or Extended Warranty Period obligations of the Grantor as contained in this Agreement including any failure to perform the same; or
- (d) the City or City Personnel:
 - (i) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Grantor's Works;
 - (ii) inspecting or constructing the Grantor's Works or any portion thereof;
 - (iii) withholding any Permit pursuant to this Agreement;
 - (iv) performing any of the Grantor's obligations in accordance with the terms of this Agreement or requiring the Grantor to perform any work pursuant to this Agreement; or

- (v) exercising any of its rights under any statutory right of way granted to the City pursuant to this Agreement;

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

- (e) any and all Losses which may arise or accrue to any person, firm or corporation including a member of the public against the City or any City Personnel or which the City or any City Personnel may, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Grantor or any of its contractors, subcontractors, employees, agents, licensees, invitees and permittees in connection with the exercise of the obligations or responsibilities of the Grantor under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations or responsibilities of the Grantor under this Agreement.

The indemnities set out in this Section 9.2 will be both personal covenants of the Grantor and an integral part of the Section 219 Covenants granted in this Agreement.

9.3 Indemnity During Warranty Period and Extended Warranty Period

The Grantor and the City acknowledge and agree that the indemnity set forth in Section 9.2 will:

- (a) apply and continue in full force and effect with respect to the Grantor's Works from the date of this Agreement notwithstanding:
 - (i) completion of the Grantor's Works;
 - (ii) issuance of any Acceptance in accordance with Section 5.1; or
 - (iii) termination of this Agreement,
 until the expiry of the Warranty Period or the Extended Warranty Period, as applicable; and
- (b) be deemed to be terminated as to any claim or cause of action arising subsequent to the expiry of the Warranty Period or the Extended Warranty Period, as applicable,

provided however that the indemnity contained in Section 9.2 will remain in full force and effect in respect of any claim or cause of action arising prior to the expiry of the Warranty Period or the Extended Warranty Period, as applicable, whether or not any person, including the claimant or plaintiff, had knowledge of the claim or cause of action and regardless of when the claim or cause of action is brought.

9.4 Conduct of Proceedings

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Grantor to indemnify the City or any City Personnel, then the City will give notice of such claim to the Grantor and, subject to Section 9.4(b), the Grantor will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 9.4(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 9.4(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 matter 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 Grantor, which consent will not be unreasonably withheld. 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 Section 9.4(b); and

- (c) Regardless of whether the claim is being defended under Section 9.4(a) or Section 9.4(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.

9.5 Survival of Release and Indemnities

The Grantor's obligation to release, indemnify and save harmless the City and City Personnel pursuant to this Agreement will continue to apply even if the Grantor's obligations are undertaken by the City pursuant to the terms of this Agreement or otherwise.

The release and indemnities in this ARTICLE 9 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, subject to the provisions of Section 9.3.

ARTICLE 10 ASSUMPTION OF LIABILITIES

10.1 Acknowledgement

The Grantor covenants and agrees with the City that, if the Grantor transfers all of its leasehold interest in and/or equity in the Lands, or any portion thereof, the Grantor will obtain and deliver to the City a duly executed acknowledgement from such transferee that the transferee is aware of the terms of this Agreement, and more particularly, the continuing obligations of the Grantor pursuant to this Agreement relative to the Lands, or any portion thereof, sold, transferred or conveyed to such transferee. Notwithstanding the foregoing, this Section 10.1 will not apply to the transfer of any residential strata lot created by the registration of a strata plan pursuant to the *Strata Property Act* with respect to the Lands or any portion thereof.

10.2 Assumption of Liabilities

The Grantor will not by virtue of the transfer or other disposition of its leasehold interest in and/or equity in the Lands, or any portion thereof, or other loss of control of the Lands, or any portion thereof (any such act involving the Lands, or any portion thereof, is hereinafter called a “Disposition”) or by any assignment or purported assignment of this Agreement, or by any other means, be released or be deemed to be released, from its obligations under this Agreement, or any of them except as hereinafter provided. If the Grantor desires to be released from its obligations under this Agreement, or any of them, upon a Disposition:

- (a) if the proposed Disposition is to a single entity and is to complete prior to the Grantor commencing any work under this Agreement, the City, the Grantor and the transferee under the Disposition must have first entered into a limited novation agreement satisfactory to the Director of Legal Services and the City Engineer, containing terms dealing with the issues hereinafter set forth. The City agrees that it will not unreasonably refuse or neglect to enter into such an agreement. Such limited novation agreement will contain terms dealing with the following:
 - (i) the transferee will agree with the City to be bound by and to the obligations of the Grantor under this Agreement, expressly including releases, warranties and indemnities and the delivery of Letters of Credit, in every way as if such transferee were to be a party to this Agreement in replacement of the Grantor save and excepting only the Grantor’s obligations in respect of any amounts remaining unpaid or claims unsettled as of the effective date of the limited novation agreement including any amounts or claims which following such effective date are claimed, or made, or become payable, as a result of loss, damage, or injury (including death) howsoever occurring, arising during the period from the date of the Grantor becoming liable under this Agreement up until such effective date (for the purposes of this Section 10.2(a), the obligations to which the transferee will become bound are hereinafter called the “Ongoing Obligations” and the obligations of the Grantor excepted therefrom are hereinafter called the “Retained Obligations”);

- (ii) the Grantor will remain liable to perform all of the Retained Obligations;
 - (iii) the City will agree that the Grantor is released and discharged from the Ongoing Obligations and that the City accepts the liability of the transferee as to the Ongoing Obligations in replacement of that of the Grantor;
 - (iv) the Grantor will assign to the transferee all the benefit of this Agreement;
 - (v) the City will agree with the transferee to be bound by and to its obligations under this Agreement in every way as if the transferee were named in this Agreement in replacement of the Grantor;
 - (vi) that such limited novation agreement will be effective only upon the delivery to the City by the transferee of such Letters of Credit and insurance policies as are required to be delivered by the Grantor under this Agreement, which will be in replacement of those delivered by the Grantor, and upon the proposed Disposition taking place; and
 - (vii) that upon such limited novation agreement becoming effective, the deliveries of the Grantor including Letters of Credit except those required to secure or fulfil or which are reasonably required by the City in respect of Retained Obligations, will be returned by the City to the Grantor;
- (b) if the proposed Disposition is to a single entity and is to complete after the Grantor commences any work under this Agreement, the City, the Grantor and the transferee under the Disposition must have first entered into a limited novation agreement satisfactory to the Director of Legal Services and the City Engineer, containing terms dealing with the issues hereinafter set forth. The City agrees that it will not unreasonably refuse or neglect to enter into such an agreement provided the City Engineer is satisfied that the Contracts (hereinafter defined) can be properly and effectively assigned. Such limited novation agreement will contain terms dealing with the following:
- (i) the transferee will agree with the City to be bound by and to the obligations of the Grantor under this Agreement, expressly including releases, warranties and indemnities, and the delivery of Letters of Credit, in respect of works which have not yet been commenced and works or portions thereof which the Grantor has already commenced or completed the performance of obligations hereunder, including in respect of works already commenced or completed by the Grantor, in every way as if such transferee were to be a party to this Agreement in replacement of the Grantor, save and excepting only obligations for the completion of such works already commenced by the Grantor which the City Engineer specifies, and the Grantor's obligations in respect of any amounts remaining unpaid or claims unsettled as of the effective date of the limited novation agreement, including any amounts or claims which following such effective date are claimed, or made, or become payable, as a result of loss, damage, or injury (including death) howsoever occurring, arising during the period from the date of the Grantor becoming liable under this Agreement up until such effective date (for

the purposes of this Section 10.2(b), the obligations to which the transferee will become bound are hereinafter called the “**Ongoing Obligations**” and the obligations of the Grantor excepted therefrom are hereinafter called the “**Retained Obligations**”);

- (ii) the Grantor will remain liable to perform all of the Retained Obligations;
 - (iii) the City will agree that the Grantor is released and discharged from the Ongoing Obligations and that it accepts the liability of the transferee as to the Ongoing Obligations in replacement of that of the Grantor;
 - (iv) the Grantor will assign to the transferee all the benefit of this Agreement and all design and construction contracts including bonds, warranties and indemnities therein contained (the “**Contracts**”) to which the Grantor is a party to the extent the same relate to the Ongoing Obligations;
 - (v) the City will agree with the transferee to be bound by and to its obligations under this Agreement in every way as if the transferee were named in this Agreement in replacement of the Grantor;
 - (vi) that such limited novation agreement will be effective only upon the delivery to the City by the transferee of such Letters of Credit and insurance policies as are required to be delivered by the Grantor under this Agreement, including Letters of Credit in increased amounts as specified by the City Engineer after review, which will be in replacement of those delivered by the Grantor, and upon the proposed Disposition taking place; and
 - (vii) that upon such limited novation agreement becoming effective, the deliveries of the Grantor including Letters of Credit except those required to secure or fulfil or which are reasonably required by the City in respect of Retained Obligations, will be returned by the City to the Grantor; and
- (c) if the proposed Disposition is to more than one entity, then whether or not it is to complete prior to the Grantor commencing any work under this Agreement, the Grantor will only be released from its obligations under this Agreement or any of them pursuant to a further agreement with the City which the City may arbitrarily refuse to consider or enter and which will, if the City agrees to enter such an agreement, contain such terms as the Director of Legal Services and the City Engineer may set acting arbitrarily.

It is expressly agreed by the City and the Grantor that this ARTICLE 10 and any agreement entered into under this ARTICLE 10 will only deal with and affect the contractual obligations of the parties hereunder and will not in any manner effect a discharge or modification of any interest in land created hereby or the obligations under any such interest in land of the Grantor or any successor in title of the Grantor to the Lands or any portion thereof as owner or tenant thereof, and further the Director of Legal Services may at her discretion require that an acknowledgement and agreement to the same effect be included in any agreement entered into under this ARTICLE 10. The Grantor will pay all of the City’s legal costs, on a solicitor and own client basis, incurred under this ARTICLE 10.

ARTICLE 11 INSURANCE

11.1 Insurance

The Grantor, at its cost, will ensure that the following insurance coverages are placed with a company licensed to do business in Canada and in a form acceptable to the City. In the case of the insurance required in Section 11.1(b), the Grantor will ensure that the Consultant and all other professionals involved in the design of the Grantor's Works maintain such coverage. The following insurance coverage will remain in force until issuance of an Acceptance by the City Engineer pursuant to ARTICLE 5, unless otherwise stipulated, and will provide for thirty (30) days' notice to the City of cancellation or notice of endorsement reducing the limits of coverage. Each policy will contain a waiver in favour of the City of any breach or violation of any warranties, representations, declarations or conditions contained in such policies:

- (a) Wrap up liability insurance issued in the names of the Grantor, under which policy the City will be named or additional named insured, and protecting all other participants, including subcontractors and their respective agents and employees, in all activities pertaining to the Grantor's Works, with limits of not less than Ten Million Dollars (\$10,000,000) on an occurrence basis for bodily injury, death and property damage losses including loss of use thereof. This insurance will be maintained continuously throughout the entire term of the project until the City has accepted the Grantor's Works pursuant to ARTICLE 5, and thereafter, in the case of completed operations coverage, for a further period of not less than two (2) years and will contain the following extensions of coverage:
 - (i) Broad form Property Damage and Completed Operations
 - (ii) Personal Injury
 - (iii) Blanket Contractual Liability
 - (iv) Cross Liability and Severability of Interest Clause
 - (v) Contingent Employer's Liability
 - (vi) Non-Owned Auto Liability

and where such further risk exists, the following extensions of coverage will be included:

 - (vii) Shoring, blasting, excavating, underpinning, demolition, removal, pile driving and grading, as applicable
 - (viii) Hoist liability
 - (ix) Operation of attached machinery;
- (b) Professional Liability (Errors and Omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence with an aggregate, and a

deductible of not more than Fifty Thousand Dollars (\$50,000) protecting against all claims for loss or damage arising out of any wrongful act, error or omission, of the Consultant or any other design professional in the performance of professional services in connection with the Grantor's Works. For the purposes of this Section, "Consultant" includes any professional engaged by the Grantor to provide design services for the Grantor's Works; and

- (c) An Environmental Impairment (Pollution) Liability Insurance or Contractor's Pollution Liability Insurance policy with limits of not less than Five Million Dollars (\$5,000,000) per occurrence, if the Lands are contaminated and the Grantor's Works involve excavation activities and removal of contaminated soils.

11.2 General Insurance Requirements

Prior to commencement of construction of the Grantor's Works, the Grantor will lodge or arrange for the lodging with the City Engineer evidence of the insurance coverage required in Section 11.1. The Grantor will forward similar evidence of renewals, extensions or replacement of any such insurance to the City Engineer. Receipt by the City of certificates of insurance or copies of insurance policies will in no way constitute confirmation by the City that the insurance complies with the terms of this Agreement. Responsibility for ensuring that the insurance coverages required by this ARTICLE 11 are in place rests solely with the Grantor. If the Grantor fails to perform its obligations pursuant to this ARTICLE 11, the City may effect such insurance on behalf of the Grantor and all the City's costs in so doing will be paid by the Grantor forthwith upon written request from the City therefor. The Grantor expressly agrees to indemnify and save harmless the City or City Personnel from and against any claim, cost or expense incurred by the City or City Personnel if the Grantor fails to obtain or maintain the required insurance coverages or does not comply with any of the other requirements of this ARTICLE 11.

11.3 Indemnities Independent

The Grantor agrees with the City that the covenant to insure contained in this ARTICLE 11 does not fulfill the obligations of the Grantor under the indemnities contained in ARTICLE 9, the provisions of which are separate and independent from the Grantor's covenant to insure.

ARTICLE 12 EXERCISE OF AUTHORITY

12.1 City Engineer

A power or discretion exercisable hereunder by the City Engineer may be exercised by their designate or by the City's Deputy City Engineer or their designate.

12.2 Director of Finance

A power or discretion exercisable hereunder by the Director of Finance may be exercised by their designate or by the City Treasurer or their designate.

12.3 Arranging for Supervised Access to School Property

Except in the case of an emergency, and notwithstanding any other provision of this Agreement, City Personnel shall not enter or be on the Lands without first contacting the

Grantor's designated representative to arrange for supervised access to the Lands, and any such access shall not interfere with any school or daycare activities on the Lands.

ARTICLE 13 NOTICES

13.1 Notices

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 to a representative of the party for whom it is intended, either by personal delivery or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and:

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

The Board of Education of School District No. 39 (Vancouver)
1580 West Broadway
Vancouver, British Columbia, V6J 5K8

Attention: Secretary Treasurer,

with concurrent copy to the Executive Director of Facilities; and

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

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

Attention: City Clerk

with concurrent copies to the City Engineer 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 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 14 MISCELLANEOUS

14.1 Severability

All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

14.2 Joint and Several

If the Grantor consists of more than one person, each such person will be jointly and severally liable to perform the Grantor's obligations under this Agreement.

14.3 Registration

The Grantor 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 Grantor's leasehold interest in the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any Crown grant 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 any subdivision or rezoning of the Lands;
- (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; and
- (d) contained in the Ground Lease.

14.4 City's Other Rights Unaffected

Nothing contained or implied herein will derogate from the obligations of the Grantor 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 roads and the Lands as if this Agreement had not been executed and delivered by the Grantor and the City.

14.5 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.

14.6 Force Majeure

If an Event of Force Majeure occurs or is likely to occur, the Grantor will promptly notify the City of the particulars of the relevant event or circumstance and, if reasonably possible, supply supporting evidence. The Grantor will use commercially reasonable 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 Grantor) and to resume, with the least possible delay, its compliance with duties, covenants and obligations under this Agreement. Neither the City nor the Grantor 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 the date 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.

14.7 Assignment by City

The City, upon prior written notice to the Grantor, 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.

14.8 No Waiver

The Grantor 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.

14.9 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.

14.10 Waiver of Requirements

The Grantor acknowledges that the City Engineer may, in his sole and absolute discretion, waive the application, in whole or in part, of any provision of this Agreement in accordance with this Section 14.10. Unless otherwise specified, the waiver will only operate to waive the application of the provision in question in the specific circumstances in which the waiver was provided and will not operate to waive the application of such provision generally. Waiver of the application of any provision of this Agreement will only be effective if it is in writing and signed by or on behalf of the City Engineer. The City Engineer may require the Grantor to agree to alternate arrangements as a condition of waiving the application of any provision of this Agreement.

14.11 Time of Essence

Time will be of the essence of this Agreement.

14.12 Phased Completion

If the City agrees that the Grantor is permitted to construct some or all of the Grantor's Works in phases, which phases are to be approved by the City Engineer, in accordance with the terms and conditions hereinafter contained then, unless specifically otherwise provided in this Agreement, all the covenants and obligations contained in this Agreement, with respect to the Grantor's Works, will apply to each and every phase of the Grantor's Works as approved by the City Engineer. If the City approves phases of the Grantor's Works, the Grantor's obligations herein will be adjusted to correspond to such phases of the Grantor's Works, including, without limitation the Grantor's obligations to:

- (a) design and construct the Grantor's Works pursuant to ARTICLE 3;
- (b) grant Permit restrictions pursuant to Section 3.3;

- (c) grant occupancy restrictions pursuant to Section 5.2; and
- (d) deliver Letters of Credit pursuant to ARTICLE 7.

14.13 Grantor's Costs

Unless otherwise provided, the Grantor will be responsible for all costs and expenses incurred to comply with its obligations under this Agreement.

14.14 Grantor's Representations and Warranties

The Grantor 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 its leasehold interest in 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 the Grantor's leasehold interests in the Lands;
- (c) this Agreement will be fully and completely binding upon the Grantor in accordance with its terms and the Grantor 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 Grantor with regard to the Lands or any other matter whatsoever.

14.15 Enurement

This Agreement will enure to the benefit of and 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 which is attached hereto and forms part hereof.

SCHEDULE A
GRANTOR'S WORKS

Rezoning Condition No. (See Appendix B)	Requirement	City Engineer's Estimates**s
2.3(a)	<p>Provision of adequate water service to meet the domestic and fire flow demands of the project.</p> <p>Note to Applicant: Based on the confirmed Fire Underwriter's Survey Required Fire Flows and domestic flows submitted by Creus Engineering Ltd. dated April 30, 2025, no water main upgrades are required to service the development.</p> <p>The main servicing the proposed development is 300 mm along Columbia Street. The maximum water service connection size is 300 mm.</p> <p>Should the development's Fire Underwriter's Survey Required Fire Flow calculation change as the building design progresses, a resubmission to the City of Vancouver Waterworks Engineer is required for re-evaluation of the Water System.</p> <p>As per the City of Vancouver Building By-law, the principal entrance must be within 90m of a fire hydrant. Should the final design of the building change such that this requirement is no longer satisfied, provision of a new hydrant to be installed in accordance with the aforementioned by-law will be required. The developer is responsible for 100% of the cost of this upgrade.</p>	No estimate required
2.3(b)	<p>Provision of adequate sewer (storm and sanitary) service to meet the demands of the project.</p> <p>Note to Applicant: Implementation of development(s) at 215 W 1st Avenue does not require any sewer upgrades.</p> <p>Development to be serviced to the existing 300 mm SAN and 375 mm STM sewers in the Columbia St.</p> <p>The City of Vancouver Council has approved a Vancouver Building Bylaw change that will go into effect on January 1st, 2026. The onsite rainwater release rate requirement has been changed to the following: The post-development 10-year flow rate discharged from the site shall be no greater</p>	No estimate required

	<p>than 25 L/s/Ha of site area, and the first 15 mm of rainfall over areas not covered in landscaping shall be controlled to 5 L/s/ha. The post-development estimate shall utilize the 2100 IDF curves to account for climate change. Acceptable calculation methods will also be specified. This site will be required to comply with these requirements. More information is available at vancouver.ca/rainwater.</p>	
2.3(c)	<p>Provision of street improvements with appropriate transitions, along Columbia Street adjacent to the site, including:</p> <ul style="list-style-type: none"> (i) Minimum 2.4 m wide broom finish saw-cut concrete sidewalk; (ii) Minimum 2.7 m wide raised asphalt protected bike lane; (iii) Minimum 1.8 m wide concrete landing area between the new curb and gutter and the bike lane; (iv) Type E curb between the concrete landing area and the bike lane; (v) Corner curb ramps. (vi) Curb and gutter, including relocation of the existing catch basin and road reconstruction as required to accommodate the curb and gutter; <p>Note to Applicant: Road reconstruction on Columbia Street to meet the City's higher zoned standards.</p> <p>Note to Applicant: The City of Vancouver to provide approved Geometric design. All elements of the Geometric design must be constructed to meet City Standards including, but not limited to relocation of existing catch basins or installation of new catch basins where required to accommodate the geometric design.</p> <p>The Streets Design Guidelines are viewable online at https://vancouver.ca/streets-transportation/streetscape-design-guidelines.aspx and are to be used alongside the City design guidelines and construction standards. Confirm if your site is within a Streetscape Design Guideline area and follow the applicable guidelines.</p>	<ul style="list-style-type: none"> (i) \$34,500 (ii) \$270,000 (iii) \$26,000 (iv) included in bike lane (v) \$30,000 (vi) \$47,000
2.3(d)	<p>Provision of pedestrian crossing improvements at Columbia Street and Athletes Way, including:</p> <ul style="list-style-type: none"> (i) Raised pedestrian crossing; 	<ul style="list-style-type: none"> (i) \$15,000 (ii) \$15,000

	(ii) Removal of the existing curb bulge on the east side of Columbia Street.	
2.3(e)	<p>Provision of pedestrian crossing improvements at Columbia Street and Walter Hardwick Avenue, including:</p> <p>(i) Raised pedestrian crossing;</p> <p>(ii) Removal of the existing curb bulge on the east side of Columbia Street.</p>	<p>(i) \$15,000</p> <p>(ii) \$15,000</p>
2.3(f)	<p>Provision of improvements at the intersection of Columbia Street and W 1st Avenue including:</p> <p>(i) Timing modifications to the existing traffic signal.</p>	\$3,000
2.3(g)	Provision of upgraded street lighting (roadway and sidewalk) current City standards and IESNA recommendations.	n/a
2.3(h)	<p>Provision of new or replacement duct banks that meets current City standard.</p> <p>Note to Applicant: Duct banks are to consist of electrical communication ducts and cables and connect to existing electrical and communication infrastructure.</p> <p>Note to Applicant: The ducts must be connected to the existing City street lighting grid.</p> <p>Note to Applicant: A Development and Major Projects construction coordinator will contact the Applicant in the Development Permit stage and coordinate the submission of the detailed Electrical design. The detailed Electrical design is required prior to the start of any associated electrical work and is to conform with the current City Engineering Design Manual, Construction Specifications, Standard Detail Drawing, Canadian Electrical Code, and the Master Municipal Construction Documents.</p>	\$40,000
2.3(i)	<p>Provision of street trees where space permits.</p> <p>Note to Applicant: Final spacing, quantity and location to the satisfaction of the General Manager of Engineering Services. Tree species to the approval of the City Arborist. Street tree planting to include appropriate soil volumes and approved root barriers of rigid construction, 8 ft long and 18 in. deep, centre on each street tree adjacent to the sidewalk and any off-street bike facility. Installation of Engineered Soil under new sidewalks may be required to obtain appropriate soil volumes based on site conditions.</p>	By applicant as required

2.3(j)	Provision of installation of parking regulatory signage on streets adjacent to the site, to the satisfaction of the General Manager of Engineering Services.	\$5,000
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****If amounts are provided in this Schedule A, they are estimates only and do not include contingency or overhead. The amounts are subject to change in accordance with the terms and conditions of this Agreement.**

END OF DOCUMENT

DRAFT

TERMS OF INSTRUMENT - PART 2

REMEDIATION AGREEMENT
215 WEST 2ND AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument will be read as follows:
- (i) the Transferor, **VANCOUVER SCHOOL BOARD** on behalf of **CITY OF VANCOUVER**, called the “**Grantor**”; and
 - (ii) the Transferee, **CITY OF VANCOUVER**, is called the “**City**” when referring to the corporate entity and “**City of Vancouver**” when referring to geographical location;
- B. The City is the registered and beneficial owner of the Lands;
- C. By way of a lease made effective as of May 1, 2025 between the City as landlord and the Grantor, as tenant, the City granted to the Grantor, a ground lease of the Lands for a term of 99 years which lease as registered in the LTO under number CB2720307 and amended by an amendment lease registered in the LTO under number CB2721514 (collectively, the “**Ground Lease**”);
- D. The Grantor made an application to amend CD-1 (Comprehensive Development) District (454) By-law No. 9454 to increase the maximum building height from 13.5 m (44 ft.) to 18.8 m (62 ft.), to permit the development of a four-storey School - Elementary or Secondary (the “**Rezoning Bylaw**”);
- E. Pursuant to Section 40 of the Act, a site disclosure statement was submitted to the ENV in respect of the Lands, which identified Schedule 2 uses;
- F. Section 571B.(2) of the *Vancouver Charter* provides, among other things, that Vancouver City Council or its delegate “must not approve” a specified zoning application, specified development permit application or specified building permit application with respect to a site until a site disclosure statement has been received by the City and forwarded to the registrar appointed under the Act, if required under Section 40 of the Act and at least one of the conditions set out in Section 571B(2)(b) are satisfied;
- G. On Juen 14, 2005, the City received from the ENV, an Approval Letter, a copy of which is attached hereto as Schedule A;
- H. The City is the owner of the Roads;
- I. The Grantor acknowledges that if any Contaminants have migrated from the Lands onto the Roads, then such Contaminants:

- (i) may affect the utility services, lines and corridors of the City and other utility providers, (including those to and from the Lands);
 - (ii) may affect the health and safety of those people working on or in such utility services, lines and corridors;
 - (iii) may, as a result of the construction of any portion of the Development and, in particular, all excavations required for the Development, during or after completion of all or any portion of the Development, (re)-migrate onto the Lands; and/or
 - (iv) may result in the City incurring liability;
- J. The Grantor acknowledges that past uses of the Lands may result in several potential contaminants of concern being found on the Lands. Further investigation has not been performed due to the existing buildings on the Lands and, accordingly, Contaminants may exist on the Lands and the Roads; and
- K. Accordingly, to satisfy the conditions of public hearing and development permit, the Grantor herein agrees to Remediate the Lands and the Roads in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of ten dollars now paid by the City to the Grantor (the receipt of which is hereby acknowledged by the Grantor) and in consideration of the premises, covenants, agreements and acknowledgements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties hereto, the parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1. Definitions

The terms defined in this Section 1.1 will, unless otherwise specifically provided for in this Agreement, have the following meanings:

- (a) **“Acceptable Contamination Levels”** means:
 - (i) with respect to soil, vapour or groundwater based Contaminants on the Lands and the Neighbouring Lands, if any, or portions thereof, the contamination levels permitted by the ENV for the proposed land use (in the case of the Lands) and the existing land use (in the case of the Neighbouring Lands);
 - (ii) with respect to the Roads:
 - (A) subject to subsection (iii) below, for soil Contaminants, if any, the numeric standards applicable for industrial land use as provided for in the Act;

(B) with respect to groundwater Contaminants, if any, the contamination levels applicable to the standard permitted by the ENV and prescribed in the Act; and

(C) with respect to vapour Contaminants, if any, the numeric standards applicable to industrial land use, as prescribed in the Act;

or, subject to City Manager approval of any soil, groundwater or vapour Contaminants in the Roads being risk assessed, risk based standards as may be approved by the ENV and which are acceptable to the City Engineer, in his sole discretion and on such conditions as may be required by the City, in its sole discretion;

(iii) with respect to the Roads and notwithstanding subsection (ii)(A) above, any soil Contaminants in the top 1 meter of soil in areas of boulevards or streets medians must be remediated to the numeric standards for residential low density land use as provided for in the Act, with standards set by subsection (ii)(A) applicable below the top 1 meter;

(b) “**Act**” means the British Columbia *Environmental Management Act*, S.B.C. 2003, Chapter 53, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;

(c) “**Agreement**” means this agreement (including the Recitals to this Agreement) and all schedules attached hereto;

(d) “**Approval in Principle**” means any approvals in principle that the ENV may issue pursuant to Section 53 of the Act in relation to the Grantor’s obligations hereunder to Remediate the Contaminants on the Lands or the Roads, or any part thereof or both, as the case may be;

(e) “**Approval Letter**” means the letter from the ENV to the City pursuant to Section 571B(2)(b) of the *Vancouver Charter*, a copy of which is attached hereto as Schedule A;

(f) “**Approved Professional**” means an approved professional credentialed by the Contaminated Sites Approved Professional Society to review environmental certification applications;

(g) “**Building**” means any new permanent building, structure, or improvement to be constructed on the Lands, or any part thereof, pursuant to any Development Permit issued in respect of the Lands, or any portion thereof;

(h) “**Certificate of Compliance**” means a separate certificate of compliance or certificates of compliance for each of the Lands and the Roads, respectively, issued by the ENV pursuant to Section 53(3) of the Act which, subject to the statutory limitations as set out in the Act, confirms, based upon generic and/or matrix numeric standards that the remediation of:

- (i) the Lands has been completed to Acceptable Contamination Levels in accordance with this Agreement; and
 - (ii) the Roads (if required), has been completed to the Acceptable Contamination Levels defined in subsection 1.1 (a)(ii) of this Agreement, subject to the requirements set in subsection 1.1 (a)(iii), which must be certified as complied with by a letter from an Approved Professional;
- (i) **“City”** and **“City of Vancouver”** means the **“City”** when referring to the corporate entity and **“City of Vancouver”** when referring to geographical location;
 - (j) **“City Engineer”** means the general manager from time to time of the City’s Engineering Services Department and their successors in function and their respective nominees;
 - (k) **“City Manager”** means the City manager, from time to time, of the City of Vancouver and their successors in function and their respective nominees;
 - (l) **“City Personnel”** means any and all of the elected and appointed officials, officers (including the City’s Approving Officer), employees, agents, nominees, delegates, permittees, contractors and volunteers of the City;
 - (m) **“City’s Environmental Consultant”** means such qualified environmental consultant retained by the City from time to time hereafter in respect to the Remediation of the Roads, or any portion thereof;
 - (n) **“City’s Remediation Costs”** means any and all Claims incurred by or on behalf of the City directly or indirectly that are related to the Remediation of any Contaminants in the Roads to Acceptable Contamination Levels, including:
 - (i) any costs incurred to Remediate, including to sample, test, collect, monitor, excavate, dispose (including as more specifically described in subsection (iv) herein), backfill, transport, dewater or to perform any water treatment or air or vapour Monitoring in relation to any Road Contamination or any Contaminants on the Roads, as deemed necessary by the City Engineer to complete any Road Works;
 - (ii) any costs incurred in preparing or having the City’s Environmental Consultant prepare any environmental reports in relation to the existence of any Road Contamination or Contaminants in the Roads, and the associated Remediation thereof, as deemed necessary by the City Engineer to complete the Road Works;
 - (iii) any incremental or additional costs incurred in performing any Road Works which are the result of the presence or existence of any Contaminants;
 - (iv) any incremental excavation, transportation and disposal costs incurred or deemed to be incurred to excavate and dispose of any soil necessary to Remediate the Roads to Acceptable Contamination Levels, as determined by the City Engineer, in his sole discretion, to complete any Road Works;

- (v) any incremental costs incurred related to replacing, repairing or reconstructing, the Roads and any Road Works affected by the installation of any Remediation Works or the performance of any Remediation activities which are the result of the presence or existence of any Road Contamination or Contaminants on the Lands or Roads;
- (vi) all costs incurred in constructing, installing, maintaining, repairing, operating, Monitoring, removing and decommissioning any Remediation Works; and
- (vii) any and all other reasonable costs incurred resulting directly or indirectly from, incidental to, or as a consequence of its dealings with any Road Contamination or of any Contaminants in completing any Road Works,

except for those costs which the Grantor has otherwise reimbursed or paid to the City;

- (o) **“Claims”** means all costs, all losses, damages, claims, demands, expenses, (including legal expenses, fees and disbursements on an indemnity basis), fines, causes of action, suits, orders, judgments, penalties, legal obligations and compensation of whatsoever kind, incurred, suffered or paid (including in respect of consequential injuries to or death of persons or damage to property or any economic loss);
- (p) **“Contaminants”** means those substances that exceed Acceptable Contamination Levels in the soils, groundwater or vapour located on or under the Site, or any portion thereof, which are:
 - (i) waste, hazardous waste or contamination, as those terms are defined in the Act;
 - (ii) substances or toxic substances, as those terms are defined in the *Canadian Environmental Protection Act* (Canada), S.C. 1999, c.33, as amended from time to time, or in any statute enacted in substitution therefor, or in any other federal government statute or legislation and which are required to be remediated by any federal government body, department or agency with jurisdiction over environmental matters;
 - (iii) substances or toxic substances or waste, in quantities or concentrations exceeding prescribed criteria, standards or conditions, as defined in the Act of any Environmental Laws for the proposed land use;
 - (iv) any matter which is not waste, hazardous waste, a substance, or a toxic substance, but which exceeds or fails to comply or meet the Acceptable Contamination Levels or which presents, in the opinion of the ENV, a risk of harm to the Environment or to human health; and
 - (v) all other substances in the soils, groundwater or vapour exceeding Acceptable Contamination Levels, the manufacture, storage, handling, treatment, generation, use, or transport, or release, disposal or discharge into the Environment of which is controlled, regulated, licensed, or prohibited by any Environmental Laws, or which are or may

be deleterious, dangerous, or hazardous to human, animal or plant health or life or the Environment,

but specifically excluding the Excluded Contaminants;

- (q) **“Development”** means any development(s) to be constructed on the Lands, or any portion thereof, pursuant to the Development Permit(s);
- (r) **“Development Permit”** means any development permit(s) issued for the Lands, or any portion thereof, at any time hereafter, together with all substitutions and amendments thereof;
- (s) **“ENV”** means the The Minister of Environment and Parks for British Columbia, or their successor in function, and any person, including the director, from time to time acting as the nominee, delegate or agent of the Minister;
- (t) **“Environment”** means land, including soil, sediment deposited on land, fill and land submerged under water, air, including all layers of the atmosphere, and water, including oceans, lakes, rivers, streams, ground water, and surface water;
- (u) **“Environmental Laws”** mean all federal, provincial and municipal laws, statutes, regulations, rules, bylaws, orders, directives, standards, guidelines, and other lawful requirements of any government body including the Act, and all principles of common law and equity concerning the quality of the Environment, that apply to the Lands, the Roads, and its surrounding Environment;
- (v) **“Estimated Remediation Costs”** means:
 - (i) the costs estimated by the Grantor or the Grantor’s Environmental Consultant and accepted by the City, acting reasonably; or
 - (ii) if the estimation by the Grantor or the Grantor’s Environmental Consultant is not provided to the City in accordance with this Agreement, or if so provided, is not accepted by the City, acting reasonably, the costs as estimated by the City or the City’s Environmental Consultant,

to complete the Remediation of the Road Contamination, if any, or of any Contaminants in completing the Road Works to the satisfaction of the City Engineer to Acceptable Contamination Levels and, if applicable, to obtain a separate Certificate of Compliance in respect of the Roads for any Road Contamination, in the aggregate multiplied by 150% percent plus the City’s standard administrative overhead charge of not more than 20% percent of such costs, as of the date of execution of this Agreement or at any time hereafter based upon the extent of any Contaminants hereafter detected or delineated which the Grantor is responsible to Remediate pursuant to the terms of this Agreement;

- (w) **“Excluded Contaminants”** means those Contaminants described in Section 2.13;
- (x) **“Event of Force Majeure”** means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, major weather events, 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 Grantor, or anyone employed or retained by the Grantor), 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 Grantor'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);

- (y) **“Final Determination”** means a separate negative final determination issued by the ENV, pursuant to section 44(2) of the Act, for the Lands or any part thereof, which confirms that the Lands, or any part thereof, is not a contaminated site or does not contain any Contaminants that exceed Acceptable Contamination Levels;
- (z) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (aa) **“Grantor”** means the Transferor, THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER), and any successors in title to the leasehold interest in Lands or a portion of the Lands under the Ground Lease and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act*, then **“Grantor”** includes the strata corporation thereby created;
- (bb) **“Grantor’s Environmental Consultant”** means _____, or such other qualified environmental consultant retained by the Grantor from time to time hereafter in respect of the Remediation of the Site, or any portion thereof;
- (cc) **“Grantor’s Personnel”** means any and all employees, agents, nominees, delegates, permittees, contractors, subcontractors, including the Grantor’s Environmental Consultant;
- (dd) **“Ground Lease”** has the meaning set out in Recital C;
- (ee) **“Lands”** means the lands described in Item 2 of the Form C attached hereto;
- (ff) **“Letter of Credit”** has the meaning set out in Section 6.1;
- (gg) **“Monitoring”** means all monitoring and testing of the soils, groundwater and vapour in the Lands or the Roads, as provided for in any Remediation Plan or as required by ENV or by the City (in respect of the Roads), from time to time hereafter pursuant to this Agreement;

- (hh) **“Neighbouring Lands”** means such lands (other than the Roads) neighbouring the Lands (whether or not adjacent to the Lands), or the Roads which are determined, at any time, to contain Contaminants which have migrated thereon from the Lands through the soils, groundwater or vapour in, on or under the Roads;
- (ii) **“Occupancy Permit”** means a municipal permit issued by the City authorizing the use and occupation of any Building, or any part thereof;
- (jj) **“Prime Rate”** means at any time, the per annum rate of interest published by the main branch in the City of Vancouver of the Bank of Montreal, or its successor at such time, as its reference rate for setting rates of interest on loans of Canadian dollars to customers in Canada and referred to by such bank as its “prime rate”, provided however that if such bank publishes more than one such reference rate at any time, the Prime Rate will be the highest thereof, and provided further that, if a court holds that this definition of Prime Rate is vague, uncertain or otherwise defective, then the Prime Rate will be three percent greater than the per annum rate of interest established by the Bank of Canada as the rate payable on overnight loans by Schedule I Canadian Chartered Banks;
- (kk) **“Remediate”** or **“Remediation”** means any and all excavation, treatment, collection, removal, disposal, Monitoring or other remediation activities, other than risk assessment unless approved by the City Manager, in respect of any Contaminants on the Site, or any portion thereof, to Acceptable Contamination Levels as more particularly set out and described in Sections 2.1 to 2.4 inclusive, subject to Section 2.13, including the installation, operation, maintenance, testing and Monitoring of any Remediation Works, as may be required by the ENV to be performed by the Grantor or the Grantor’s Personnel, or which, in the sole and absolute discretion of the City, is performed by the City or the City’s Personnel in respect of any Road Contamination or of any Contaminants on the Roads as necessary to complete the Road Works to the satisfaction of the City Engineer;
- (ll) **“Remediation Plan”** means all remediation plans and environmental reports and investigations, from time to time, respecting the Site, or any portion thereof, prepared by the Grantor or the Grantor’s Environmental Consultant, including as may be required by or provided to the ENV (together with such conditions attached thereto by the ENV) and which are to be accepted by the City in respect of any works or improvements that are to occur on, be built or installed in the Roads;
- (mm) **“Remediation Works”** means any system or systems or special technical measures designed, built and installed on or in the Lands or the Roads, as applicable, to pump, collect, sample, treat or dispose of any Contaminants and/or to prevent the migration of any Contaminants onto or from the Lands or the Roads and/or to manage the Contaminants. Remediation Works will further include any works used or designed to monitor any Contaminants, including all physical improvements, facilities, protective systems, Monitoring systems, collection systems, treatment systems, tanks, pipes, equipment, connections, barriers, drainage systems, valves, couplings and other features and all associated equipment of every nature whatsoever incidental thereto and

installed by the Grantor in the Lands or the Roads for any of the aforesaid purposes, all of which Remediation Works if installed in the Roads must be designed and meet any requirements or specifications of the City Engineer and be installed and removed (including the restoration of all and Roads affected by the Remediation Works) to the satisfaction of the City Engineer;

- (nn) **“Rezoning Bylaw”** means the By-law enacted in respect of the rezoning of the Lands, as described in Recital C;
- (oo) **“Road Contamination”** means any and all soils, groundwater and vapour based Contaminants which:
 - (i) exceed Acceptable Contamination Levels;
 - (ii) exist on or under the Roads, whether or not such Contaminants were known to exist or detected in the Roads prior to issuance of a Certificate of Compliance for the Roads; and
 - (iii) are Contaminants that:
 - (A) emanated from, migrated from or the source of which was the Lands or hereafter migrate on to or under the Roads from the Lands during or prior to the Grantor, or any successor thereof, being the legal or beneficial owner of the Lands, or any portion thereof; or
 - (B) were caused by any past or present operations conducted on the Lands by the Grantor, any successor thereof, the Grantor’s Personnel or any previous owner or occupier of the Lands,

and, for greater certainty, Road Contamination excludes the Excluded Contaminants defined in Sections 2.13(b) and 2.13(c);

- (pp) **“Road Works”** means any work of any nature or kind whatsoever performed by or on behalf of the City or required by the City to be performed by the Grantor or the Grantor’s Personnel, as servicing conditions or requirements for the Lands required pursuant to the Services Agreement or any Development Permit, including to excavate, construct, install, maintain or repair the Roads or for the installation of new or upgraded Utilities in the Roads, now or at any time hereafter, or any other servicing requirements in connection with the rezoning and development of the Lands, which may include, as determined by the City Engineer in his sole discretion, all or any portion of the pavement, surfacing, bases, footings, columns, decks, structures, surfaces, retaining walls, drainage systems, catch basins and leads to main sewers, curbs, gutters, boulevards, street lighting, wiring and kiosks, traffic signals, trolley poles, trolley bases, trolley ducts, City communications system, markings, signage, landscaping, including street trees, hydrants, survey control monuments, litter containers, bollards, railings, bicycle racks, street furniture, sidewalks, special sidewalks, multi-use pathways, greenway, lamp standards, telecommunication ducts and infrastructures, telephone, cable and electrical utilities and kiosks, hydro ducts, transit poles, transit pole bases, duct works, gas mains, water mains, sanitary

and storm sewers and sewer outfalls, district heating systems and all other facilities, infrastructures, improvements and works associated with or incidental to, the servicing of the Lands or as applicable to the Lands pursuant to the Services Agreement;

- (qq) **“Roads”** means all City roads, streets, sidewalks, lanes or other City property adjacent to the Lands or onto which Contaminants have migrated from the Lands or hereafter could migrate from the Lands;
- (rr) **“Services Agreement”** means the Services Agreement made between the Grantor and the City of even date herewith, the execution of which was a prior-to condition to enactment of the Rezoning By-law;
- (ss) **“Site”** includes, collectively, the Lands, the Roads and the Neighbouring Lands;
- (tt) **“Third Party Responsible Person”** means any person or entity, other than the Grantor, the Grantor’s Personnel or any previous owner or occupier of the Lands, or any portion thereof, that is determined by the ENV or a court of competent jurisdiction to have caused such Contaminants to be present or to exist on or under the Lands or the Roads, respectively; and
- (uu) **“Utilities”** means all public or privately owned utilities, including all sewer mains, water mains, underground telecommunication and telephone utilities, cable utilities, electrical utilities, gas mains, steam heat mains, district heating systems, neighbourhood energy systems, transit utilities, street light and traffic signals, including connections and appurtenances thereto and all pipes, cables, valves and all facilities and associated equipment incidental thereto, now or hereafter, located or installed in the Roads.

1.2. All capitalized terms used in this Agreement have the meanings specified in Section 1.1 or as otherwise specified elsewhere in this Agreement.

1.3. Reference in this Agreement to the singular includes a reference to the plural and a reference to the plural includes a reference to the singular.

1.4. In this Agreement, the words **“include”** and **“including”** are to be construed as meaning **“including, without limitation”**.

1.5. The necessary grammatical changes required to make the provisions of this Agreement apply to corporations, associations, partnerships, or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

1.6. The division of this Agreement into articles and sections is for convenience of reference only and does not affect its interpretation. The article headings used in this Agreement are for the convenience of reference only and do not affect the interpretation of this Agreement.

1.7. Reference in this Agreement to any law, statute, by-law or regulation is to be considered also a reference to any amendment or re-enactment of, or replacement for, that law, statute, by-law or regulation.

1.8. The Grantor acknowledges the accuracy of the information set out in the Recitals to this Agreement and agrees that such Recitals form a part of this Agreement.

1.9. The following schedules are attached hereto and constitute and form a part of this Agreement:

Schedule A - Approval Letter

ARTICLE 2 THE REMEDIATION

2.1. Remediation of the Lands

Subject to Sections 2.7 and 2.13:

- (a) if the Development Lands have or are, at any time, found to have Contaminants thereon, the Grantor will, at its sole expense, complete the Remediation of the Lands to Acceptable Contamination Levels and obtain a Certificate of Compliance therefor and comply with any performance verification plan requirements or conditions in respect of the Lands;
- (b) if the Lands have or are, at any time, found to have Contaminants thereon which have migrated or could in the future migrate therefrom, the Grantor will, at its sole cost and expense, cause Remediation Works to be installed, maintained and monitored as necessary to Remediate the Contaminants on the Lands and to prevent or manage the further migration of any Contaminants from the Lands; and
- (c) the Grantor will submit a copy of the final Certificate of Compliance or Final Determination with respect to the Lands to the City.

2.2. Remediation of Road Contamination

Subject to Section 2.13 and without limiting the obligations of the Grantor in Sections 2.3 and 2.7:

- (a) if the Roads have or are, at any time hereafter, found to contain Road Contamination:
 - (i) the Grantor will, at its sole expense, Remediate all Road Contamination to Acceptable Contamination Levels and obtain a separate Certificate of Compliance for the Roads in respect of the Road Contamination or such other form of confirmation from the ENV acceptable to the City that such Remediation of the Roads has been completed; or
 - (ii) the City, in its sole discretion, will have the right, but not the obligation, to Remediate all Road Contamination, or any portion thereof, and the Grantor will pay to the City the City's Remediation Costs with respect thereto;
- (b) if the Roads have or are, at any time hereafter, found to have Contaminants that originated on the Lands, and which have or could in the future migrate from the Roads onto the Lands or onto any other lands or into the Environment, the Grantor will at its sole expense Remediate or pay the City's costs and expenses to Remediate to Acceptable Contamination Levels any Road Contamination that

has migrated or hereafter migrates therefrom or cause such Remediation Works to be installed, maintained and monitored to Remediate, prevent and protect the Lands, any Neighbouring Lands or the Environment, respectively, or manage, to the satisfaction of the City Engineer, the migration or further migration of such Road Contamination from the Roads;

- (c) if the City at any time hereafter accepts risk based standards of Remediation by the Grantor for the Roads, such acceptance shall not be a bar or otherwise restrict the City from later requiring a more stringent (ie. numerical or land use) level or standard of Remediation of the Road Contamination by the Grantor, at the Grantor's sole cost and expense, if:
- (i) the ENV approval of risk based standards of remediation for the Road Contamination changes or is withdrawn or if any ENV conditions set out in a risk based Certificate of Compliance are not met; or
 - (ii) the remediation standards or requirements provided for in the Act or otherwise required by the ENV should change to become more stringent for any Contaminants forming a part of the Road Contamination; or
 - (iii) the City Engineer, in his sole discretion, determines that the Road Contamination remaining in the Roads and being risk managed or remediated to risk based standards is causing or could be expected to cause any damage to any Road Works or any Utilities or result in any health or safety issues for any City Personnel or any third party workers performing any work in the Roads; or
 - (iv) any Road Contamination is resulting in any Claims being made against or suffered by the City,

provided that the Grantor covenants and agrees that any acceptance by the City of risk based standards of Remediation for any of the Road Contamination shall not in any way release the Grantor or be deemed to be a waiver by the City of the Grantor's obligations under the Act, this Agreement or the common law in respect of any Road Contamination; and

- (d) the Grantor shall submit electronic copies of all environmental reports and all the Remediation Plans with respect to the Roads to the City's Environmental Consultant for review.

2.3. Remediation of Contaminants for Road Works

Without derogating from, but in addition to, any other obligations of the Grantor in this Agreement or any rights of the City, pursuant to Sections 2.2, 2.7 or otherwise, to conduct any Remediation of any Road Contamination, the Grantor, subject to Section 2.13(c), covenants and agrees as follows; if any Contaminants on the Roads are detected by the City or the City Personnel or the Grantor or the Grantor's Personnel or are suspected to exist by the City or the City Personnel, acting reasonably, in the course of constructing, installing, performing or completing any Road Works:

- (a) the Grantor will, at its sole cost and expense, retain and cause the Grantor's Environmental Consultant to be present and to do or perform, including as and when requested by the City, the following:
- (i) sample, test and characterize any soil, groundwater or vapour being excavated or found within any Roads that are being excavated, disturbed or impacted by Road Works and submit copies of all reports and findings to the City;
 - (ii) take possession of, excavate, dispose of and Remediate any soil or groundwater suspected or determined to be Contaminants by the City or by the Grantor or the Grantor's Personnel as deemed necessary, in the City Engineer's sole opinion, to complete or install the Road Works;
 - (iii) assist, as directed by the City Engineer, the City and any City Personnel, to safely excavate and dispose of and/or collect and treat any Contaminants, as necessary, to enable the City, the Grantor or the Grantor's Personnel, as applicable, to safely complete, construct, install, maintain, repair, upgrade or replace any Road Works in a manner such that the City or any City Personnel do not incur any additional costs in performing such Road Works. The Grantor will reimburse the City for all the City's Remediation Costs, including specifically those costs or expenses incurred by the City which are additional or incremental costs or expenses from those that would have been incurred by the City if no Contaminants were present in the Roads when completing the Road Works;
 - (iv) if any Contaminants are found in performing the Road Works, the Grantor's Environmental Consultant will, if and when requested by the City or the City Personnel, Remediate those Contaminants as deemed necessary, in the City Engineer's sole opinion, to complete the Road Works and have the Contaminants transported to a licensed facility;
 - (v) subsequent to the Remediation of any such Contaminants from the Roads, the Grantor's Environmental Consultant will collect confirmatory post-remediation samples, as required by the ENV or the City, and forward copies of all of the Grantor's Environmental Consultant's reports to the City for such period and frequency, as directed by the City or the ENV, until a Certificate of Compliance is issued for the Roads, or until the Grantor otherwise confirms to the satisfaction of the City (which, in the City's sole discretion, may be accepted in lieu of a Certificate of Compliance) that the Contaminants in the Roads have been Remediated to Acceptable Contamination Levels or as deemed necessary by the City Engineer to complete the Road Works;
 - (vi) install any Remediation Works, as required by the ENV, to prevent the migration of any Contaminants from the Roads and to collect, treat, sample, remediate and dispose of any Contaminants, as deemed necessary by the City Engineer, to complete or install the Road Works to the City Engineer's satisfaction and to satisfy any other conditions or requirements of the ENV; and

- (vii) if necessary to ensure human health and safety is not compromised as a result of any Contaminants in the Roads, the Grantor will prepare, assist and advise the City and all City Personnel in adhering to a health and safety plan while conducting any Road Works;
- (b) the Grantor will pay all the costs and expenses related to the Grantor's Environmental Consultant performing the work and activities described in Section 2.3(a) and will reimburse the City for any and all of the City's Remediation Costs and any other additional or incremental costs incurred by the City in completing the Road Works that are caused directly or indirectly by the Contaminants;
- (c) if the City or any City Personnel performs any Remediation of any Contaminants as deemed necessary by the City Engineer to complete the Road Works, then Section 2.7 will apply; but nothing herein will obligate the City to carry out any Remediation; and
- (d) the Grantor will, or will cause, the Grantor's Environmental Consultant at the Grantor's sole cost and expense, to inform all private and public utility companies with Utilities in the Roads in the areas of known or potential contamination or whose Utilities may be affected by any Contaminants or the Grantor's Remediation activities and will provide any private or public utility company, upon their request, all assessment reports, remediation reports and the Remediation Plan. Without restricting the generality of the foregoing, the Grantor covenants and agrees to fully disclose to each public or private utility company with Utilities in the Roads the nature and extent of any Contaminants now or in the future which the Grantor is or becomes aware of and to fully cooperate with the utility companies to prevent any damage to their respective Utilities from any Contaminants.

2.4. Remediation Process

The Remediation described in Sections 2.1 to 2.3, inclusive, will be conducted and completed as follows:

- (a) in accordance with the terms and conditions of this Agreement;
- (b) in accordance with the terms and conditions of the Act (including in accordance with the Approval Letter) all Remediation Plans and any performance verification plans, if any, and all requirements of the ENV and, in respect of the Roads, as accepted by and in accordance with the requirements of the City, as a prudent land owner in respect of work done on City property, but the City is not in any way approving or verifying the effectiveness of the Grantor's Remediation Plans or any of its Remediation activities;
- (c) in respect of Sections 2.1 and 2.2, to Acceptable Contamination Levels, as evidenced by the issuance of separate Certificates of Compliance for the Lands and the Roads, respectively, prior to the issuance of an Occupancy Permit by the City for the use or occupation of any Building; and

- (d) notwithstanding that the Remediation will be done at the Grantor's sole cost and expense, nothing in this Agreement will be deemed to limit or derogate from the Grantor's rights to seek recovery from or make a claim against any third party or will provide any rights or defences to any third party, other than the City or any City Personnel, in respect of the Remediation of the Lands or the Roads or the costs related thereto, provided that such is done at no cost or expense to the City.

2.5. Groundwater or Dewatering

If the Remediation of the Site, or any portion thereof, includes any groundwater or dewatering discharges into the City's sewer system, the Grantor will, in addition to its other obligations in this Agreement:

- (a) ensure that in respect of all such discharges and dewaterings, it obtains and keeps current all necessary discharge permits and approvals required and meets all standards, pursuant to the Act, or any municipal, provincial or federal by-laws or statutes which are applicable from time to time; and
- (b) monitor discharge Contaminant levels in accordance with the Act, or any municipal, provincial or federal bylaws or statutes which are applicable from time to time.

The Grantor, at its sole expense, shall be required to decommission any groundwater or vapour monitoring wells installed on the Roads in accordance with all requirements of the ENV and all applicable laws, including the Act and the Groundwater Protection Regulation, and all requirements of the City to the satisfaction of the City Engineer.

2.6. Approval for Remediation of Roads

Prior to conducting any Remediation of the Roads, the Grantor will obtain the City's consent and all permits for the same, including obtaining any permits or approvals for the installation and Monitoring of any Remediation Works, if necessary, and will execute such legal agreements on terms and conditions satisfactory to the City Engineer and the Director of Legal Services related to any Remediation Works encroaching on the Roads.

2.7. City May Remediate Roads

Subject to Section 8.1, the City may, in its sole discretion and without further notice to the Grantor, carry out all or any portion of the Remediation of the Roads required pursuant to this Agreement, at the sole cost and expense of the Grantor, it being understood that the City is not obligated to commence or complete any such Remediation or to remedy any default by the Grantor. In the event that the City or any City Personnel performs any such Remediation, the City may charge the Grantor the full amount of the City's Remediation Costs, plus interest at the rate of three percent above the Prime Rate, calculated monthly not in advance, on any amounts the Grantor fails to pay within 30 days of any written demand or being invoiced therefor by the City for so long as such amounts remain unpaid. The Grantor covenants and agrees that it will forthwith on demand pay to the City the City's Remediation Costs.

2.8. Grantor to Provide to City all Remediation Plans

The Grantor will promptly provide the City with true and complete copies of any and all Approvals in Principle, all consultant's reports described in such Approvals in Principle and all Remediation Plans, if and as applicable, and, as the City may request in writing from time to time, any other reports, plans, information and materials (including Monitoring reports) that are prepared or required by the ENV to be prepared with respect to Contaminants in and/or Remediation of the Lands and the Roads.

2.9. Monitoring

The Grantor shall, at its own cost and expense, engage the Grantor's Environmental Consultant to perform all Monitoring functions and testing of the soils, groundwater and vapour in respect of the Roads as provided for in any Remediation Plans, any Approval Letter, any Certificate of Compliance, any performance verification plan or as otherwise required by the ENV or by the City with respect to any portion of the Roads, including any areas which the City may, in its sole discretion, permit or approve to be risk assessed or risk managed. Without limiting the generality of the foregoing, but in addition thereto, the Grantor shall:

- (a) perform or cause the Grantor's Environmental Consultant to conduct all Monitoring required and as directed by the ENV or the City Engineer until the Road Contamination, as herein required, has been Remediated to Acceptable Contamination Levels and the ENV's and the City's Monitoring requirements have been satisfied; and
- (b) perform or cause the Grantor's Environmental Consultant to prepare and deliver to the City periodic reports of the results of all its Monitoring, as required by the ENV or the City Engineer, which reports shall contain the Grantor's Environmental Consultant's assessment of the degree to which the presence and concentration of the Contaminants in the Roads have abated from that disclosed in the initial assessment, based upon all samples analysed pursuant to the Monitoring and provide confirmation that, in the Grantor's Environmental Consultant's opinion, there are no human health risks to the Grantor's Personnel, the City Personnel or the general public as a result of any soil, groundwater or any vapour Contaminants on the Roads.

2.10. Grantor to Obtain Certificates of Compliance

Upon completion of the Remediation of the Lands and the Roads, respectively, the Grantor will apply to the ENV for separate Certificates of Compliance for each of the Lands and the Roads, as required by this Agreement or pursuant to the Act. Once the Grantor obtains the Certificates of Compliance for the Lands and the Roads, the Grantor will forthwith provide to the City true copies of the same.

2.11. Approval Letter Conditions

The Grantor will, to the satisfaction of the ENV, comply with and satisfy all of the conditions set out in the Approval Letter and any subsequent or other ENV-issued Remediation conditions or requirements, including pursuant to any performance verification plans.

2.12. Statutory Right of Way

Pursuant to Section 218 of the *Land Title Act*, the Grantor hereby grants against its leasehold interest in the Lands under the Ground Lease during the term, and any renewal or extension of the terms of the Ground Lease, to the City the full and free right, liberty, easement and statutory right of way over the Lands to freely enter the Lands at any time, with workers, vehicles, equipment, tools and materials, and to carry out any works thereon that may be reasonably necessary for it to Remediate the Roads pursuant to this Agreement, including to store any Contaminants on the Lands which the Grantor is responsible to Remediate pursuant to this Agreement. This statutory right of way is necessary for the operation and maintenance of the City's undertaking. Notwithstanding the foregoing, the City agrees that in exercising its rights herein, it will do so in a manner which does not involve using any portions of the Lands covered by Buildings, or which are being used for the purpose of constructing the Building.

2.13. Excluded Contaminants

For the purposes of this Agreement, including Sections 2.1 to 2.3, the Grantor and the City agree that the obligation of the Grantor, or any successor owner, respectively, to Remediate the Lands or the Roads excludes the following Contaminants:

- (a) any Contaminants that the Grantor, or any successor, respectively, can prove to the satisfaction of the ENV were brought, deposited, stored or caused to be present on the Lands by a Third Party Responsible Person after the issuance of a Certificate of Compliance for the Lands as confirmed by the ENV issuing a directive, statement, order or other confirmation that a Third Party Responsible Person is responsible for the remediation of the Contaminants on the Lands, or any portion thereof; provided that, the Contaminants on the Lands are not the result of or caused by any Remediation activities performed by the Grantor, the Grantor's Personnel, the City or the City's Personnel pursuant to or as required in this Agreement; and
- (b) except in respect of completing any Road Works, any Contaminants existing on the Roads which are proven by the Grantor to the satisfaction of the ENV or the City to not be Road Contamination, either as confirmed by the ENV or otherwise as determined by the Grantor and accepted by the City; and
- (c) any Contaminants that the City or any of the City Personnel brings on, deposits or causes to exist on the Roads after the issuance of a Certificate of Compliance for the Roads (excepting any Contaminants remaining on the Roads that the City accepts can be risk managed or risk assessed), except for those Contaminants brought on, deposited or caused to exist on the Roads as a result of, related to or caused by the City or any of the City Personnel conducting any Remediation activities in respect of the Contaminants which the Grantor is obligated to Remediate pursuant to this Agreement,

(collectively, the "Excluded Contaminants").

2.14. Insurance Coverage Required

If the Grantor performs or installs any Remediation Works on the Roads then the Grantor is required to obtain and maintain, at its own expense, the following insurance coverage:

- (a) Wrap-Up Liability Insurance protecting the Grantor against third party claims for bodily injury, death and property damage arising out of any Remediation activities on the Roads, including any liability arising out of use of City property. The limit of such insurance will not be less than \$5,000,000 per occurrence with a limit of deductibility of not greater than \$10,000. Such insurance must be maintained continuously throughout the entire duration that any Remediation activities are being conducted on the Roads until the later of:
- (i) the issuance of a Certificate of Compliance for the Roads; and
 - (ii) the date upon which all Remediation Works, if any, have been decommissioned and removed from City property and the Roads have been restored to their condition prior to the installation of any Remediation Works, all to the satisfaction of the City Engineer.

This insurance will be primary insurance and will add the City and the City's Personnel as additional insureds with respect to liability arising out of the operation of or work performed by or on behalf of the Named Insured (Grantor) on the Roads. Any insurance or self insurance maintained by the City will be in excess of this insurance and not contribute to it. This insurance will contain a waiver of subrogation against the City.

This insurance will, on a best efforts basis, provide the City with 60 days written notice of cancellation or reduction of coverage and will contain the following extensions of coverage:

- Personal Injury
- Property Damage including Loss of Use
- Products and Completed Operations
- Cross Liability or Severability of Interest
- Blanket Contractual Liability
- Non-Owned Auto Liability
- Employees as Additional Insureds

and where such further risks exists, the following extensions of coverage will be included to cover the liability arising out of:

- Demolition and removal
- Pile-driving, vibration, grading, shoring and underpinning
- Excavation
- Blasting
- Operation of hoist or attached machinery;

- (iii) Contractor’s Equipment Insurance covering all equipment owned or rented by the Grantor and against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and will contain a waiver of subrogation against the City; and
- (iv) All-Risks Course of Construction Insurance, if applicable, including the perils of flood and earthquake, covering the Grantor’s Remediation Works and all property of every description to be used in the construction or installation of the Grantor’s Remediation Works or performing the Remediation activities on the Roads, if any, required herein. This insurance will be primary, and, if and so long as the City has an insurable interest in the Grantor’s Remediation Works or property, as the case may be, include the City as named insured, and contain a waiver of subrogation against the City.

2.15. General Insurance Requirements

Prior to commencement of any Remediation Works or Remediation on the Roads, the Grantor will lodge or arrange for the lodging with the City Engineer evidence of the insurance coverage required in Section 2.14. The Grantor will forward similar evidence of renewals, extensions or replacement of any such insurance to the City Engineer. Receipt by the City of certificates of insurance or copies of insurance policies will in no way constitute confirmation by the City that the insurance complies with the terms of this Agreement. Responsibility for ensuring that the insurance coverages required by Section 2.14 are in place rests solely with the Grantor. If the Grantor fails to perform its obligations pursuant to Section 2.14, the City may effect such insurance on behalf of the Grantor and all the City’s costs in so doing will be paid by the Grantor forthwith upon written request from the City therefor.

2.16. Grantor to be “Prime Contractor”

For Workers Compensation Board (“WCB”) purposes, the Grantor will be the “prime contractor” (as defined in the *Workers Compensation Act*) for any Remediation activities performed by the Grantor or the Grantor’s Personnel, including in respect of the Remediation Works. The Grantor will accept all responsibilities of the prime contractor as outlined in the City’s Multiple-Employer Workplace/Contractor Coordination Program (2003), *Workers Compensation Act* (Part 3) and WCB Occupational Health & Safety Regulation and the City may consider any WCB violation by the Grantor as prime contractor as a material breach of this Agreement; provided that the Grantor may delegate its responsibilities as “prime contractor” to the contractor engaged to install or operate the Remediation Works or to perform any Remediation activities as provided in the *Workers Compensation Act* (provided that the Grantor will not be relieved of its obligations under this clause).

ARTICLE 3 OCCUPANCY PERMIT AND STRATIFICATION RESTRICTIONS

3.1. Occupancy and Use Restrictions

Pursuant to Section 219 of the *Land Title Act*, the Grantor covenants and agrees with the City, as a covenant running with and binding the Grantor’s interest in the Lands under the Ground Lease during the term and any renewal or extension of the term of the Ground Lease that:

- (a) as to the Lands, until a Certificate of Compliance has been issued by the ENV and received by the City confirming that the Contaminants on the Lands have been remediated to Acceptable Contamination Levels or a Final Determination has been issued in respect of the Lands;
- (b) as to the Roads, if the Grantor is required to undertake any Remediation of the Roads pursuant to the terms of this Agreement:
 - (i) until a separate Certificate of Compliance has been issued by the ENV and received by the City confirming that any Road Contamination in the Roads has been remediated to Acceptable Contamination Levels;
 - (ii) until the City has received written confirmation from an Approved Professional that the top one meter of soil in areas of boulevards or street medians, if any, have been Remediated to the numeric standards applicable to residential low density land use as provided for in the Act; and
 - (iii) if any Contaminants are found in the course of performing, completing or installing any Road Works, until the Grantor has remediated those Contaminants as deemed necessary, in the sole opinion of the City Engineer, for the Road Works to be completed to the City Engineer's satisfaction;
- (c) as to the Neighbouring Lands, if it is found or determined that Contaminants originating from the Lands, including Contaminants that have migrated from the Lands through the Roads, extend to or have migrated onto the Neighbouring Lands, then until either:
 - (i) a Certificate of Compliance confirming that such Neighbouring Lands have been remediated to Acceptable Contamination Levels has been issued by the ENV in respect of such Neighbouring Lands and received by the City; or
 - (ii) a Remediation Plan has been accepted by the ENV and an Approval in Principle for the remediation of such Neighbouring Lands has been granted by the ENV and such Remediation Plan and Approval in Principle have been provided to the City; and
- (d) until the Grantor has fulfilled all of its obligations in this Agreement, including preventing and protecting against any migration of Contaminants onto and from the Lands, and any migration of Road Contamination onto or from the Roads, or until the Grantor has made arrangements to secure the fulfilment of any outstanding obligations, which arrangements must be satisfactory to the City Engineer and the Director of Legal Services, in their sole discretion,

then the use of the Lands will be subject to the following restrictions:

- (e) neither the Grantor nor any other person whatsoever will suffer, cause or permit the use or occupation of any Building, or any part thereof;

- (f) neither the Grantor nor any other person whatsoever will apply for an Occupancy Permit or take any action, directly or indirectly, to compel the issuance of an Occupancy Permit;
- (g) the City will be under no obligation to issue an Occupancy Permit notwithstanding that all other conditions and City by-law requirements in respect thereof may have been fulfilled; and
- (h) neither the Grantor nor any other person will seek to or apply to subdivide the Lands by strata plan or airspace parcel subdivision or take any action, directly or indirectly, to compel the City's or the City's Approving Officer's approval of any strata plan or airspace parcel subdivision.

3.2. Release of Section 219 Covenant, Statutory Right of Way and Equitable Charge

The City shall, without in any way affecting the Grantor's personal covenants otherwise set out in this Agreement, discharge this Agreement from title to the Lands and release the Section 219 Covenant described in section 3.1, the Statutory Right of Way described in section 2.12 and the Equitable Charge provided for in section 5.1 of this Agreement if and when all of the Grantor's covenants and obligations in this Agreement have been fully satisfied and all amounts due and payable to the City pursuant to this Agreement have been paid to the City's satisfaction,

provided however that:

- (e) the City will have no obligation to execute such discharge until a written request therefor from the Grantor has been received by the City;
- (f) the cost of preparation of the aforesaid discharge, and the cost of registration of same in the Vancouver Land Title Office will be paid by the Grantor; and
- (g) the City will have reasonable time within to which to execute the aforesaid discharge and return the same to the Grantor.

ARTICLE 4 RELEASE AND INDEMNITY

4.1. Release

Except in each case to the extent attributable to the wrongful intentional acts or gross negligence of the City or the City Personnel, the Grantor hereby releases, remises and forever discharges the City and the City Personnel from any and all Claims (whether or not the City or the City Personnel have been negligent) suffered or incurred by the Grantor now or at any time in the future by reason of, arising out of, related to or in any way connected with or to this Agreement or the subject matter thereof, and, without limiting or derogating from the generality of the foregoing, the Grantor hereby releases and forever discharges the City and all City Personnel from and against:

- (a) all Claims resulting from or in any way connected to any Contaminants on, migrating from or which have migrated from the Roads;
- (b) all Claims resulting from or in any way connected to:

- (i) Contaminants migrating or which have migrated from the Lands directly or indirectly through the Roads onto any Neighbouring Lands or into the Environment; and
 - (ii) any Contaminants migrating from or which have migrated from the Roads onto the Lands, but excluding any Contaminants brought on or deposited on the Roads by the City or any City Personnel and which migrate onto the Lands at any time after the issuance of a Certificate of Compliance (or Final Determination, as the case may be) for the Lands and a Certificate of Compliance for the Roads in respect of the Road Contamination. For certainty, the foregoing exclusion does not include any Contaminants that the City accepts can be risk managed or risk assessed pursuant to this Agreement;
- (c) all Claims resulting from the issuance or granting or refusal to issue or grant any permits or to approve any further subdivision, zoning, development, building on or any other permits whatsoever with respect to the Lands relating to the Contaminants to be Remediated by the Grantor pursuant to this Agreement or any non-compliance or breach of this Agreement by the Grantor or of any requirements of the ENV which must be satisfied prior thereto;
 - (d) all Claims resulting from the City or any City Personnel performing any Remediation of the Roads, or in performing or completing any Road Works;
 - (e) all Claims for personal injury, death or property damage suffered by the Grantor or the Grantor's Personnel in performing any Remediation as required by this Agreement, including the Remediation in respect of Contaminants in the Roads, including Road Contamination; and
 - (f) all Claims resulting from or in any way connected to the stockpiling on the Lands of any Contaminants removed from the Roads as deemed necessary by the City Engineer to complete the Road Works, including while being tested or sampled regarding their nature or source.

4.2. Indemnity

The Grantor hereby covenants and agrees with the City that the Grantor will, on an ongoing basis, in perpetuity, indemnify and save harmless and will reimburse the City and all City Personnel from and against all Claims (whether or not the City or the City Personnel have been negligent, but except to the extent attributable to the wrongful intentional acts or gross negligence of the City or any City Personnel) which are instituted, asserted or made against the City or any City Personnel or paid, suffered or incurred by the City or any City Personnel by reason of, arising out of, relating to or which are in any way attributable to or in connection with this Agreement or the subject matter of this Agreement and, without limiting or derogating from the generality of the foregoing, the Grantor hereby indemnifies and saves harmless the City and City Personnel, from and against:

- (a) all Claims resulting from or in any way connected to any Contaminants migrating from the Lands onto the Roads or into the Environment;
- (b) all Claims resulting from or in any way connected to:

- (i) Contaminants migrating from or which have migrated from the Lands directly or indirectly through the Roads onto any Neighbouring Lands or into the Environment; and
 - (ii) any Contaminants migrating from or which have migrated from the Roads onto the Lands, but excluding any Contaminants brought on or deposited on the Roads by the City or any City Personnel and which migrate onto the Lands at any time after the issuance of a Certificate of Compliance (or Final Determination, as the case may be) for the Lands and a Certificate of Compliance for the Roads in respect of the Road Contamination. For certainty, the foregoing exclusion does not include any Contaminants that the City accepts can be risk managed or risk assessed pursuant to this Agreement;
- (c) all Claims resulting from the issuance of, or granting, delay or refusal to issue or grant any permits or to approve any further subdivision, zoning, development, building on or any other permits whatsoever by the City with respect to the Lands as a result of any Contaminants to be Remediated by the Grantor pursuant to this Agreement or any non-compliance or breach of this Agreement by the Grantor or of any requirements of the ENV which must be satisfied prior thereto;
 - (d) any Claims resulting from the City complying with any notice or order of any governmental authority (including the ENV) having jurisdiction, whether or not the City is obligated or required to do so in connection with any Contaminants to be cleaned up, contained, removed or dealt with in any manner whatsoever;
 - (e) all Claims resulting from the City or any City Personnel performing any Remediation activities on the Roads in respect of any Road Contamination, or in respect of any Contaminants in performing any Road Works;
 - (f) all Claims suffered or incurred by the City or any City Personnel in the course of or as a result of doing any Road Works related to or resulting from any Contaminants in the Roads;
 - (g) all Claims suffered or incurred by the City or any City Personnel for personal injury, death or property damage suffered by the City or any City Personnel in performing any Remediation as required by this Agreement, including in respect of Contaminants on the Roads; and
 - (h) all Claims suffered or incurred by the City or the City's Personnel resulting from the Grantor failing to obtain or maintain the insurance coverages required pursuant to this Agreement, or failing to comply with any such insurance requirements.

4.3. Release and Indemnity to Survive

The releases and indemnities found in Sections 4.1 and 4.2 respectively, will survive the expiration or earlier termination of this Agreement and will survive any modification, release or partial release of any of the covenants created by this Agreement. The releases and indemnities in this Article 4 will be both covenants of the Grantor and integral parts of the Section 219 Covenants granted hereby.

4.4 Conduct of Proceedings

- (a) In the event that a Claim is made against the City which, pursuant to the terms of this Agreement, requires the Grantor to indemnify the City or the City Personnel, then the City will give written notice of such claim to the Grantor and, subject to section 4.4(b), the Grantor will have the right, upon written notice to the City, to conduct the proceedings in defence of such Claim. If the Grantor elects not to conduct the proceedings in the defence of such Claim, the City will conduct the defence of such Claim.
- (b) Section 4.4(a) will not apply and the City will have the right to conduct the defence of any Claim described in section 4.4(a) in the following circumstances, where:
 - (i) the Director of Legal Services determines that the proper administration of the municipal government requires that decisions with respect to the Claim be made by the City;
 - (ii) the Director of Legal Services determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) in the opinion of the Director of Legal Services, 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.
- (c) If the City wishes to settle any Claim, whether in connection with a Claim made under section 4.4(a) or section 4.4(b), the City will not do so without the prior consent of the Grantor, which consent will not be unreasonably withheld. 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 section 4.4.
- (d) Regardless of whether the Claim is being defended under section 4.4(a) or section 4.4(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.

ARTICLE 5 EQUITABLE CHARGE

5.1. The Grantor hereby grants to the City an equitable charge over its leasehold interest in the Lands as security for the payment of all sums which may at anytime hereafter be payable by the Grantor to the City under the terms of this Agreement (including pursuant to the indemnity provisions contained in this Agreement). Subject to Section 3.2 herein, this Section 5.1 will run with and bind the Lands and will survive the expiration or earlier termination of

this Agreement. This equitable charge may be enforced by the appointment of a receiver for the sale of the Lands. This Equitable Charge will be discharged and released from title to the Lands at the same time as the release and discharge of the occupancy restrictions as provided for in Section 3.2 herein; Provided That the Grantor has paid to the City all amounts owing by the Grantor to the City pursuant to the terms of this Agreement.

ARTICLE 6 LETTER OF CREDIT

6.1. Amount of Letter of Credit

In the event that any Contaminants from the Lands are found, at any time, to have extended to or migrated onto the Roads, then the Grantor will, in addition to its other obligations under this Agreement, immediately provide to the City a letter of credit or, if applicable, an additional letter of credit (the “**Letter of Credit**” or if more than one, “**Letters of Credit**”) in the amount of the Estimated Remediation Costs and the costs of preventing the migration of Contaminants from the Roads onto the Lands or any Neighbouring Lands, including all costs related to the installation, maintenance, Monitoring and removal of any Remediation Works, if any. The Estimated Remediation Costs and the amount of the Letter of Credit will in no way limit the Grantor’s obligation to the City under this Agreement to pay the City’s Remediation Costs, as the Letter of Credit amount, if any, is only an estimate of the Remediation costs.

6.2. Changes to Amount of Letters of Credit

The amounts of the Letter of Credit may, at the City Engineer’s discretion, acting reasonably, be increased or decreased, from time to time, as a result of any revision in the amounts or obligations being secured by such Letters of Credit, including the Estimated Remediation Costs.

6.3. Terms of Letter of Credit

All Letters of Credit will be irrevocable and unconditional demand letters of credit and will be issued by a financial institution with a branch office in Vancouver, British Columbia and will be in a form and content which is acceptable to the City’s Director of Legal Services. All Letters of Credit will be provided for a period of one year with the provision for an automatic renewal or extension without amendment from year to year.

6.4. Calling Upon the Letter of Credit

The City may call upon the Letters of Credit if:

- (a) the Grantor fails to satisfactorily carry out the Remediation of the Roads and obtain a Certificate of Compliance for the Roads, as required by this Agreement;
- (b) the bank issuing the Letter of Credit refuses to extend or renew the expiry date of the Letter of Credit;
- (c) the City is required by the ENV to conduct any Remediation of the Roads or the City in its own discretion decides, as provided in Section 2.7, to Remediate the Road Contamination or any Contaminants in the course of completing the Road Works;

- (d) any Claims are made against the City or any City Personnel by any third parties in respect of any Contaminants which the Grantor is responsible to Remediate pursuant to this Agreement; or
- (e) the Grantor defaults on any of its obligations under this Agreement and fails to cure such default (or if such default cannot reasonably be cured within such time, the Grantor fails to pursue such curing with diligence), after receiving no less than 14 days' prior notice from the City.

6.5. Replenishing Letter of Credit

In the event that the City makes use of all or any portion of the Letter of Credit or if the Estimated Remediation Costs will change, the Grantor will forthwith replenish the Letter of Credit in an amount and form that the City may, in its absolute discretion, require from time to time to ensure that all of the City's Remediation Costs are paid by the Grantor.

6.6. Release of Letter of Credit

The City will release and/or return the Letter of Credit to the Grantor upon the City receiving a Certificate of Compliance(s) in respect of the Road Contamination, provided that the Grantor is not currently in default of this Agreement and the Grantor has paid to the City all of the City's Remediation Costs, if any.

ARTICLE 7 TRANSFER OF LANDS

7.1. Binding Purchaser(s) and Subdivision by Strata Plan

The Grantor covenants and agrees with the City that:

- (a) if, prior to completion of the Remediation or the delivery to the City of the Certificates of Compliance for the Lands and the Roads (if the Grantor is required to undertake the Remediation of any Contaminants in the Roads pursuant to this Agreement), the leasehold interest in and/or beneficial interest in the Lands is transferred, assigned or otherwise conveyed by the Grantor to a third party purchaser or transferee who is transacting with the Grantor at arms' length and who is not an affiliate of the Grantor (as the term "affiliate" is defined in the *British Columbia Business Corporations Act*), then prior to or concurrently with such transfer, assignment or conveyance to such arms' length third party, the Grantor will obtain from such purchaser or transferee (excluding the City) and deliver to the City an agreement binding upon such purchaser or transferee whereby the purchaser or transferee agree, together with the Grantor, to be jointly and severally responsible for all of the obligations and indemnities of the Grantor under this Agreement. The provisions in this Section 7.1(a) will apply equally to all subsequent purchasers and assignees; and
- (b) without derogating from Section 3.1, if the Lands, or any portion thereof, are subdivided by a strata plan prior to the discharge of the Section 219 Covenant described in Section 3.1, the Statutory Right of Way described in Section 2.12 and the Equitable Charge described in Section 5.1, this Agreement will charge title to each of the strata lots and the common property comprising such strata plan and:

- (i) the strata corporation or the strata corporation so created will perform and observe the Grantor's covenant herein at the expense of the strata lot owners; and
- (ii) the liability of each strata lot owner and the performance and observance of the Grantor's covenant and obligations herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan.

7.2. In the event that the Lands, or a portion thereof, are subdivided by way of strata plan and the Grantor has, prior to the subdivision of the Lands by way of strata plan:

- (a) Remediated the Lands and the Roads (if the Grantor is required to undertake the Remediation of any Contaminants in the Roads pursuant to this Agreement) to the Acceptable Contamination Levels (except for the Excluded Contaminants) and has obtained and provided to the City a Certificate of Compliance (or Final Determination, as the case may be) for the Lands and a Certificate of Compliance for the Roads in respect of the Road Contamination (if the Grantor is required to undertake the Remediation of any Road Contamination in the Roads pursuant to this Agreement); and
- (b) paid to the City the City's Remediation Costs and all other amounts due to the City in this Agreement,

the Grantor's obligations in Section 7.1 herein will cease to apply and the Grantor will not be obligated to obtain or provide to the City any written acknowledgements or agreements, pursuant to Section 7.1, from any purchasers or transferees, including purchasers of the strata lots so created by the deposit of the strata plan.

7.3. Subject to Sections 3.1 and 3.2, the Statutory Right of Way, Section 219 Covenant and Equitable Charge granted herein will run with and bind the Lands and all parcels and all portions thereof into which the Lands at any time hereafter may be consolidated or subdivided, including the Lands, or if subdivided by strata plan.

ARTICLE 8 DEFAULT

8.1 Notice on Default

Notwithstanding anything to the contrary contained in this Agreement, in the event that the City Engineer is of the opinion that the Grantor is in default or otherwise is not satisfactorily carrying out its obligations to Remediate Road Contamination as required by this Agreement, the City Engineer will deliver written notice to the Grantor detailing the nature of the default or such unsatisfactory performance of the Grantor's obligations hereunder. From the date of delivery of such notice, the Grantor will have 7 days in which to remedy the default or unsatisfactory performance, or to otherwise address the City Engineer's concerns, to the satisfaction of the City Engineer.

The obligation, as set out herein, to provide written notice to the Grantor prior to the City carrying out any work, including Remediation of the Roads, will not apply in the case of emergency (including any perceived risk to City utilities), as determined by the City. For greater certainty, this section will not apply in respect of any Remediation required in the course of

performing Road Works, which the City is hereby authorized to carry out without any prior notice to the Grantor.

ARTICLE 9 GENERAL

9.1. The Grantor acknowledges to the City, and covenants and agrees with the City that the covenants and indemnities of the Grantor contained in this Agreement are personal covenants, binding on it and its successors, and that the Grantor will continue to be bound, notwithstanding that the Grantor may transfer, convey, assign or otherwise dispose of its leasehold interest in the Lands or any legal or beneficial interest therein and notwithstanding any modification, release, partial release or the discharge of the registered covenants and charges in this Agreement (or any portion of this Agreement) from the Land Title Office.

9.2. Any covenants, agreements, conditions, or promises made by two or more persons will be construed as several as well as joint, including any payments or compensation to be paid pursuant to this Agreement.

9.3. 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 to a representative of the party for whom it is intended or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia to the Grantor:

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

The Board of Education of School District No. 39 (Vancouver)
1580 West Broadway
Vancouver, British Columbia V6J 5K8

Attention: _____

- (b) 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 a copy to the City Engineer,

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.

9.4. The Grantor agrees that damages may be an inadequate remedy for the City for any breach by the Grantor of its obligations under this Agreement and the Grantor agrees that the

City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Grantor of its obligations under this Agreement.

9.5. Notwithstanding anything to the contrary herein provided, no mention in this Agreement of any particular right or remedy of the City in respect of any default or in the payment of any sums which at anytime hereafter may be payable, due or owing by the Grantor will preclude the City from any other right or remedy in respect thereof, whether available at law or in equity or by statute or as expressly provided for in this Agreement. No right or remedy will be exclusive or dependent upon any one or more of such rights or remedies independently or in combination, such remedies or rights being cumulative and not alternative.

9.6. Nothing contained or implied in this Agreement will derogate from the obligations of the Grantor 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* as amended from time to time 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 or the Roads as if this Agreement had not been executed and delivered by the Grantor and the City.

9.7. If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

9.8. No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. No waiver by the City or the Grantor of any breach of this Agreement operates as a waiver of any other breach of this Agreement.

9.9. This is the entire agreement between the City and the Grantor concerning its subject and it may be changed only in a document executed by the City and the Grantor.

9.10. Save as hereinafter provided, this Agreement will be registered as a first charge against the Grantor's leasehold interest in the Lands in priority over all other charges existing at the time this Agreement is deposited for registration in the Land Title Office other than those charges in favour the City or as contained in the original Crown grant.

9.11. Time will be of the essence.

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

9.13. This Agreement will be governed by the laws of British Columbia and Canada and the parties irrevocably attorn to the jurisdiction of the Courts of British Columbia.

9.14. The parties hereby agree to execute such further documents and assurances as are required to carry out and more fully effect the intent of this Agreement.

9.15. The relationship of the City and the Grantor created by this Agreement will not constitute a partnership and is to be limited to dealings with the Contaminants in accordance with the terms of this Agreement.

9.16. The Grantor will not assign this Agreement or any of its rights or obligations hereunder.

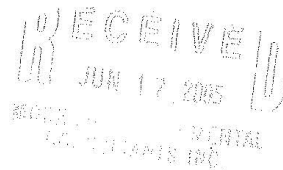
9.17. If an Event of Force Majeure occurs or is likely to occur, the Grantor will promptly notify the City of the particulars of the relevant event or circumstance and, if reasonably possible, supply supporting evidence. The Grantor will use its commercially reasonable efforts to remove, curtail or contain 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 Grantor) and to resume, with the least possible delay, its compliance with duties, covenants and obligations under this Agreement. Neither the City nor the Grantor 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 the date 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.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and in the year first above written by signing the Form C to which it is attached, which form is a part hereof.

DRAFT

**SCHEDULE A
APPROVAL LETTER**

DRAFT



V0823

Date: JUN 14 2005

Regional File: 26250-20/3418, 26250-20/7548
 26250-20/0053, 26250-20/3419
 SITE ID 3418, 7548
 0013, 3419

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

Dear Mr. Jody Andrews:

Re: Approval in Principle – Southeast False Creek Lands, Vancouver, BC

Please find enclosed an approval in principle (AiP) for the following referenced lands:

- Area 1 (Site 3418) - 275 to 301 West First Avenue, Vancouver, BC;
- Area 2 (Site 7548) - 215 West First Avenue, Vancouver, BC;
- Area 3 (Site 13) - 145 West First Avenue, Vancouver, BC; and
- Area 4 (Site 3419) - 65 East First Avenue to 105 West First Avenue, Vancouver, BC.

In addition to the conditions provided in the approval in principle please be advised of the following:

1. Morrow has proposed field screening of soil for indications of petroleum hydrocarbon contamination using visual observations. This is an acceptable methodology only when used to aid in the selection of samples to be sent to the laboratory for analysis and should not be used as the sole methodology for determining the degree of contamination associated with a soil sample.
2. The proposed excavations will continue to the parcel limits for areas being remediated to numerical standards. Morrow has proposed that wall samples be collected at a minimum frequency of one sample per 300 m² or one sample per 75 m of wall length. Given the intense industrial history of the site a 75 m wall sampling length is too large. Accordingly, a 20 m wall sampling spacing (inside or outside the structural support system) is more appropriate. Vertical spacing of samples shall be in accordance with the ministry's Guidance Document #1. Furthermore, any material with visual or olfactory signs of contamination shall be sampled for laboratory analyses.

Ministry of Water,
 Land and Air
 Protection

Environmental Protection Division
 Environmental Management Branch
 Contaminated Sites Program

Mailing/Location Address:
 3rd Flr. - 2975 Jutland Rd.
 PO Box 9342 Stn. Prov. Govt.
 Victoria BC V8W 9M1

Telephone: (250) 387-2218
 Facsimile: (250) 387-9935
<http://www.gov.bc.ca/wlap/>

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3. For service lines, the proposed sampling frequency within the fill is approximately one sample per 30 lineal m, although samples will not be collected from more than one service per right of way. Given the intense industrial history of the site a 30 lineal m wall sampling length is too large. Accordingly, a 20 m wall sampling spacing is more appropriate. Vertical spacing of samples shall be in accordance with the ministry's Guidance Document #1. No sampling is required if the adjacent land parcel has been remediated to numerical standards. Furthermore, any material with visual or olfactory signs of contamination shall be sampled for laboratory analysis.
4. Information about the site will be included in the site registry established under the *Environmental Management Act*.
5. This approval does not authorize entry upon, crossing over, or use for any purpose of private or Crown lands or works, unless and except as authorized by the owner of such lands or works. The responsibility for obtaining such authority rests with the approval holder. It is also the responsibility of the approval holder to ensure that all activities conducted under this approval are carried out with due regard to the rights of third parties, and comply with other applicable legislation that may be in force.
6. All necessary permits, approvals and other authorizations shall be obtained from appropriate regulatory agencies prior to commencing remediation.
7. All site materials (e.g. excavated soil, replaced soil, groundwater from dewatering, pumping, well development etc.) shall be characterized and managed in accordance with applicable legislation and ministry guidelines.
8. Please be advised that there are inherent health and safety risks associated with remediation activities at contaminated sites. Development of site-specific work procedures in accordance with Workers' Compensation Board (WCB) regulations is warranted. Please direct related questions to the WCB office at 604-273-2266 (Lower Mainland only) or 1-800-661-2112 (toll free in BC).

Pursuant to *Environmental Management Act* section 53 (3) a director may rescind an approval in principle if conditions imposed on the approval are not complied with or any fees payable under Part 4 of the Act or the regulations are outstanding.

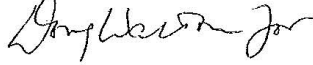
This approval in principle is a decision that may be appealed under Part 8 of the *Environmental Management Act*.

The provisions of the approval in principle are without prejudice to the director's right to make orders or to require additional remedial measures as deemed necessary in accordance with applicable laws and nothing in this approval shall restrict or impair the director's powers in that regard.

- 3 -

If you require clarification of any aspect of the approval in principle, please contact the undersigned at (604) 582-5209.

Yours truly,



Stephen Dankevy, M.Sc., P.Geo.
Senior Contaminated Sites Officer
Environmental Management Branch

Enclosure

cc: Doug Roberts, City of Vancouver, 453 West 12th Avenue, Vancouver, BC V5Y 1V4
Alan Walker, MECI – Vancouver Office (fax: 604-515-5150)
Glenn Harris, MWLAP - Victoria
Kerri Dundas, MWLAP – Surrey
Vivian Au, Environment Canada

DRAFT



Ministry of Water, Land and Air Protection

APPROVAL IN PRINCIPLE (Pursuant to Section 53 of the Environmental Management Act)

THIS IS TO CERTIFY that the City of Vancouver has been authorized to implement remediation of the lands identified below in accordance with:

- Report entitled "Remediation Plan, Southeast False Creek, Overall Site Redevelopment, Vancouver, BC" dated March 31, 2003.
• Report entitled "Terrestrial and Groundwater Risk Assessment, Southeast False Creek, Vancouver, BC" dated March, 2003 and prepared by EVS Environmental Consultants.
• Report entitled "Human Health Risk Assessment, Southeast False Creek, Vancouver, BC" dated March 31, 2003 and prepared by EVS Environmental Consultants.

This approval in principle is qualified by the conditions specified in Schedule "B" which is attached to and is a part of this approval.

The lands covered by this approval are located at:

- Area 1 (Site 3418) - 275 to 301 West First Avenue, Vancouver, BC;
• Area 2 (Site 7548) - 215 West First Avenue, Vancouver, BC;
• Area 3 (Site 13) - 145 West First Avenue, Vancouver, BC; and
• Area 4 (Site 3419) - 65 East First Avenue to 105 West First Avenue, Vancouver, BC.

which are more particularly known and described as:

see Table 1 and Appendix 1

as depicted in legal sketch plan located in Schedule "A".

PID : see Table 1

Date Issued June 14/05

Doug Walton signature and title: Doug Walton For Director, Environmental Management Act

Date Amended

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SITE Identification Numbers 3418, 7548, 0013 and 3419

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Approximate centre of the lands *

Latitude: 49° 16' 16.30" * Using the NAD (North American Datum)
Longitude: 123° 6' 27.00" 1983 convention

A site plan is attached as Schedule "A" to this approval.

This approval in principle is based upon the most recent information provided to the ministry with respect to the specified lands. I, however, make no representation or warranty as to the accuracy or completeness of this information. I expressly reserve the right to change or substitute different requirements where circumstances warrant.

This approval in principle should not be construed as an assurance that there are no hazards present on the site described above.

If a certificate of compliance is to be required for the site based on the confirmation of remediation report required by this approval in principle, the confirmation of remediation report must demonstrate compliance with current remediation standards and criteria, which may differ from those in force at the time of issuance of this approval in principle.

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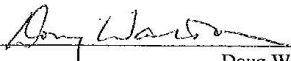
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Table 1 – Legal Descriptions

SITE AREA	Lot	Block	District Lot	Plan	PID	Comments
1	1	1	302	5832	011-071-711	except part in Explanatory Plan 16373, now Road
1	2	1	302	5832	011-071-184	
1	3	1	302	5832	011-071-192	
1	4	1	302	5832	011-071-214	
1	5	1	302	5832	011-071-257	
1	6	1	302	5832	011-071-273	
1	7	1	302	5832	011-071-290	
1	8	1	302	5832	011-071-320	
1	9	1	302	5832	011-071-346	
1	10	1	302	5832	024-716-367	
1	11	1	302	5832	011-071-401	Amended Lot 11
1	12	1	302	5832	011-071-427	Amended Lot 12 (see 284180L)
1	13	1	302	5832	011-071-435	
1	14	1	302	5832	011-071-451	
1	15	1	302	5832	011-071-494	
1	16	1	302	5832	011-071-516	Amended Lot 16 (see 28941K)
1	54	-	2064	5568	016-214-064	except Plan BCP5395
1	54	-	False Creek	5568	025-667-980	part shown as Road on Plan BCP5395
1	55	-	2064	5568	016-679-831	except Plan BCP5395
1	55	-	False Creek	5568	025-667-998	part shown as Road on Plan BCP5395
1	56	-	2064	5568	016-682-408	except Plan BCP5395
1	56	-	False Creek	5568	025-668-021	part shown as Road on Plan BCP5395
1	139	-	False Creek	20090	006-865-968	except Plan BCP5395
1	139	-	False Creek	20090	025-668-056	part shown as Road on Plan BCP5395
2	A	1	302 and 2064	11857	009-001-891	except Plan BCP5395
2	A	1	False Creek	11857	025-667-831	part shown as Road on Plan BCP5395
3	1	1	200A	197	004-670-680	
3	2	1	200A	197	004-670-698	
3	3	1	200A	197	004-670-701	
3	4	1	200A	197	004-670-710	
3	5	1	200A	197	004-670-728	
3	6	1	200A	197	004-670-736	
3	7	1	200A	197	004-670-744	
3	8	1	200A	197	004-670-752	
3	21	1	302	5832	004-670-779	
3	22	1	302	5832	004-670-809	part lying north of RW marked "V.V. & E. RY. & N. CO." on Plan 5832
3	22	1	302	5832	011-071-575	part marked "V.V. & E. RY. & N. CO. Right of Way" on Plan 5832
3	23	1	302	5832	004-670-817	part lying north of RW marked "V.V. & E. RY. & N. CO." on Plan 5832

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3	23	1	302	5832	011-071-583	part marked "V.V. & E. RY. & N. CO. Right of Way" on Plan 5832
3	24	1	302	5832	004-670-825	part lying north of R/W marked "V.V. & E. RY. & N. CO." on Plan 5832
3	24	1	302	5832	011-071-605	part marked "V.V. & E. RY. & N. CO. Right of Way" on Plan 5832
3	25	1	302	5832	004-670-833	part lying north of R/W marked "V.V. & E. RY. & N. CO." on Plan 5832
3	25	1	302	5832	011-071-613	part marked "V.V. & E. RY. & N. CO. Right of Way" on Plan 5832
3	26	1	302	5832	004-670-850	part lying north of R/W marked "V.V. & E. RY. & N. CO." on Plan 5832
3	26	1	302	5832	011-071-630	part marked "V.V. & E. RY. & N. CO. Right of Way" on Plan 5832
3	27	1	302	5832	004-670-868	part lying north of R/W marked "V.V. & E. RY. & N. CO." on Plan 5832
3	27	1	302	5832	011-071-664	part marked "V.V. & E. RY. & N. CO. Right of Way" on Plan 5832
3	50	-	2064	5568	016-674-464	except Plan BCP5395
3	50	-	False Creek	5568	025-667-939	part shown as Road on Plan BCP5395
3	50A	-	2064	5568	016-674-995	except Plan BCP5395
3	50A	-	False Creek	5568	025-667-882	part shown as Road on Plan BCP5395
3	51	-	2064	5568	016-675-053	
3	51A	-	2064	5568	016-675-274	except Plan BCP5395
3	51A	-	False Creek	5568	025-667-904	part shown as Road on Plan BCP5395
3	52	-	2064	5568	016-675-355	except Plan BCP5395
3	52	-	False Creek	5568	025-667-947	part shown as Road on Plan BCP5395
3	52A	-	2064	5568	016-675-380	except Plan BCP5395
3	52A	-	False Creek	5568	025-667-955	part shown as Road on Plan BCP5395
4	1	2	200A	197	003-132-803	except part included in Explanatory Plan 5090; not owned by City
4	1	2	200A	197	015-535-576	part in Explanatory Plan 5090
4	1 of Lot A and of Lot 2	2	200A and 2037	197 and 5568	016-966-538	Lot 1 (Reference Plan 5098) of Lot A (Reference Plan 2529)
4	2	2	200A	197	015-535-592	established as Road; see DF132452
4	2	E	200A	12958	008-765-162	
4	3	E	200A and 2037	12958	008-765-219	
4	4	E	200A and 2037	12958	008-765-243	
4	9	1	200A	197	008-462-054	not currently owned by City
4	10	1	200A	197	003-132-811	not currently owned by City
4	11	1	200A	197	003-132-854	not currently owned by City
4	12	1	200A	197	003-132-871	not currently owned by City

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4	13	1	200A	197	003-132-935	except Parcel A (Reference Plan 2368); not currently owned by City
4	A of Lot 13	1	200A	197	015-535-649	(Reference Plan 2368)
4	44	-	2037	5568	016-659-627	except part in Plan 12958
4	45	-	2037 and 2064	5568	016-663-179	
4	46	-	2064	5568	016-664-990	
4	47	-	2064	5568	016-665-678	
4	48	-	2064	5568	016-669-011	except Plan BCP5395
4	48	-	False Creek	5568	025-667-866	part shown as Road on Plan BCP5395
4	49	-	2064	5568	016-673-506	except Plan BCP5395
4	Right-of-Way	-	200A and 2037	11398	009-076-417	(Railway Plan 1015)
4	-	-	2037	12958	-	Road; no title attached; see Plan 12958
4	302	-	False Creek	BCP17012	026-251-141	
1,2,3,4	A	-	False Creek	5568	025-667-823	part shown on Plan BCP5394

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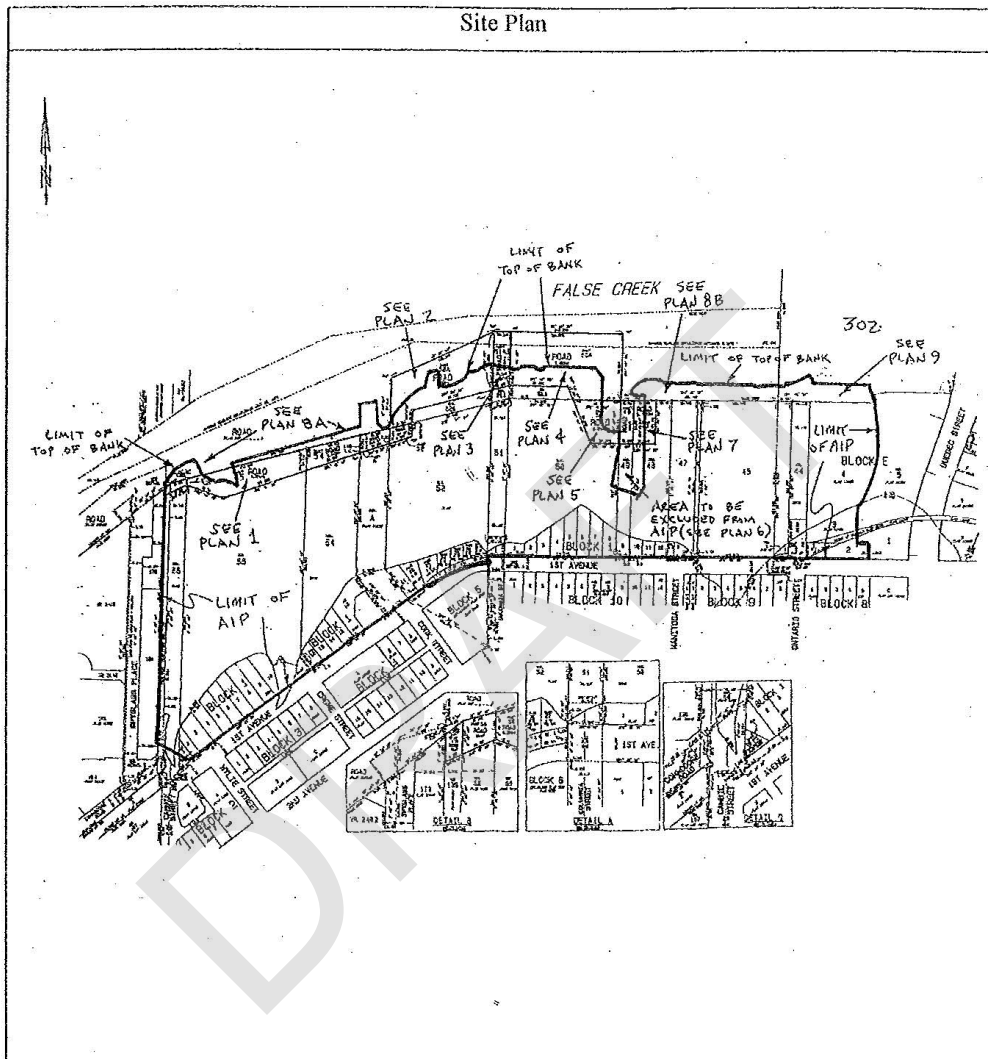
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Schedule "A"



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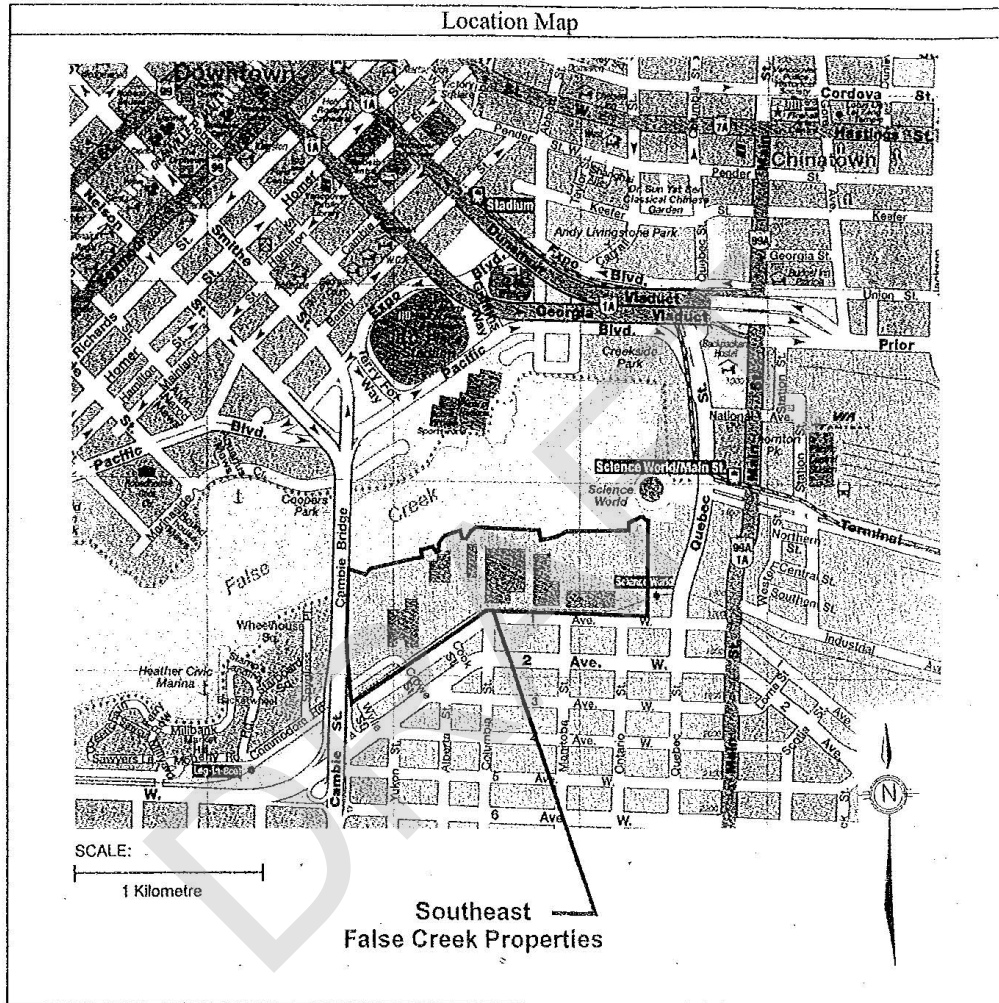
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Schedule "A"



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Schedule "B"

Conditions

This approval is valid only for parkland, residential, industrial and commercial **soil use** and marine aquatic life **water use**.

- 1) The City of Vancouver shall carry out further assessment as follows:
 - a) *Areas of Known or Suspected Hazardous Waste* - Areas containing known or suspected hazardous waste shall be further investigated to delineate the areas of concern, prior to remedial/development work. Several areas were identified for further assessment as follows:
 - i) Area 1 (Vicinity of BH 94-12) – Further assessment on the leachability of arsenic (using the TCLP testing procedure) is required to confirm that the material in this areas is hazardous waste based on leachability and if confirmed, determine the full extent of contamination.
 - ii) Area 1 (Vicinity of BH 94-17) - Further assessment on the leachability of lead (using the TCLP testing procedure) is required to confirm that the material in this area is hazardous waste based on leachability and if confirmed, determine the full extent of contamination.
 - iii) Area 4 (Vicinity of MW3 and T5) - Further assessment to delineate the full extent of hazardous waste (based on oil and grease concentrations > 3%) in these two areas.
 - iv) Area 3 (Galvanizing Facility) - Samples collected from the excavation limits in the vicinity of the galvanizing facility had concentrations of zinc in excess of 6,000 mg/kg (10 times the hazardous waste standard of 100 mg/kg for zinc sulphate) and leachable concentrations of lead at BH99-14 indicating this material to be hazardous waste. This material is to be remediated as part of the groundwater risk reduction strategy which includes excavation of further material beneath the former galvanizing facility footprint and in the vicinity of the boat basin. A post-excavation confirmatory sampling program, a groundwater monitoring plan, and a contingency plan are required for the proposed works in this area. More specifically, groundwater monitoring shall be conducted in the vicinity of the boat basin to assess the groundwater quality discharging to False Creek and confirm the findings of the risk assessment. Further remedial measures shall be undertaken if concentrations have not decreased to acceptable levels (as specified in the risk assessment).

- 2) *Remaining AECs with Petroleum Hydrocarbon Contamination*. Several AECs with petroleum hydrocarbons above applicable standards were not fully investigated during the site investigation work. Further investigation of these AECs shall be undertaken to ensure

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that these hot spots were adequately characterized and that the remaining material is consistent with the assumptions and conditions of the risk assessment. These AECs shall be sampled in accordance with Guidance Document #1 regardless of the remediation approach being sought. This will allow confirmation of the extent and magnitude of petroleum hydrocarbon and the risk assessment conclusions. These areas are discussed in section 3.4 and summarized in section 5.4.1 of the technical review.

- 3) *Area 4 (Northeast Groundwater Quality)*. The northeast portion of Area 4 contains dissolved PAH concentrations above CSR AW standards and elevated pH levels around MW02-15, based on limited sampling. The source of the elevated PAHs is considered to be a coal tar-like material observed within the fill; however, the elevated pHs have not been attributed to any documented site activity. The risk assessment indicated that the elevated PAH concentrations do not represent an unacceptable risk to aquatic receptors; however, the high pH (10.6) measured in a sample collected from MW-02-15 is a concern. A groundwater monitoring program is required to evaluate dissolved PAH concentrations associated with coal tar-like material within the fill and elevated pH levels at MW02-15. A more comprehensive description of the proposed groundwater monitoring in these areas is required. Please submit this information to the ministry for approval prior to implementation. Remediation of this area shall be carried out if warranted.
- 4) *Groundwater Monitoring* – Groundwater monitoring and reporting shall be in accordance with the recommendations made in the remediation plan prepared by Morrow. In addition, regular groundwater monitoring shall be conducted at the former asphalt batch plant in Area 1 and the former galvanizing facility in Area 3, as described in the remediation plan.
- 5) *Area 1 (Fuelling/Vehicle Service Area)* – This facility was recently decommissioned and the tanks were scheduled for removal shortly after report preparation. A detailed site investigation report shall be completed following decommissioning and tank removal in this area. Remediation shall be undertaken if warranted. The DSI report and remediation completion report, if necessary, shall be submitted to the ministry.
- 6) In Area 2 a number of APECs were not accessible at the time of site investigation. Accordingly, Morrow provided recommendations for assessment of these APECs during building decommissioning.

Specifically, the following APECs in Area 2 require assessment:

- a) *Sumps/Drains* - Further assessment of detectable VOCs in groundwater in the vicinity of sumps and drains.
- b) *Stored Drums* - Further assessment of detectable VOCs in groundwater.

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- c) *Solvent Tanks* - Assessment of soil and groundwater quality in this area.
 d) *Painting Area* - Further assessment of detectable VOCs in groundwater.
 e) *Electrical Substation* – Further assessment of groundwater quality in this area.
 f) *Coal/Wood Storage* - Assessment of soil and groundwater quality in this area..
- 7) A soil cap (minimum thickness of 0.5 m) shall be installed at the site consistent with the recommendations of the risk assessment to include a compacted and/or gravel sub-surface beneath the soil layer. The landscape design shall include selective planting of species with shallow rooting structures. Details of the final soil cap design and the landscape plans shall be submitted to the ministry prior to implementation. A Section 219 restrictive covenant relating to the soil cover shall be registered on the land titles of the lands receiving the cover.
- 8) Engineered controls shall be implemented to restrict the transport of sub-surface soil vapours into buildings as per the recommendations of the risk assessment.
- 9) The proposed site development includes subdivision and transfer of land development parcels. It is possible that some of these parcels may contain limited or no soil and/or groundwater quality data available within the parcel boundaries. Accordingly, further site investigations shall be carried out on these parcels to verify the remediation to numerical or risk based standards.
- 10) A schedule including a timeline complete with calendar dates identifying estimated dates for implementation, including site monitoring and reporting, shall be submitted to the director before the start of remediation.
- 11) Any substantial modifications to the approved remediation plan shall be promptly identified via written submission to the director. An application for amendment of the approval in principle shall be made at that time.
- 12) The site owner indemnifies the crown and her employees against loss, damages, costs, actions, suits and claims arising from any contamination remaining on-site.
- 13) Remediation shall be confirmed in accordance with applicable legislation and ministry guidelines. A report summarizing confirmation of remediation shall be prepared in accordance with section 49 (2) of the Contaminated Sites Regulation and submitted for review by the director.

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Appendix "A"

Legal Description of Limit of Top of Bank

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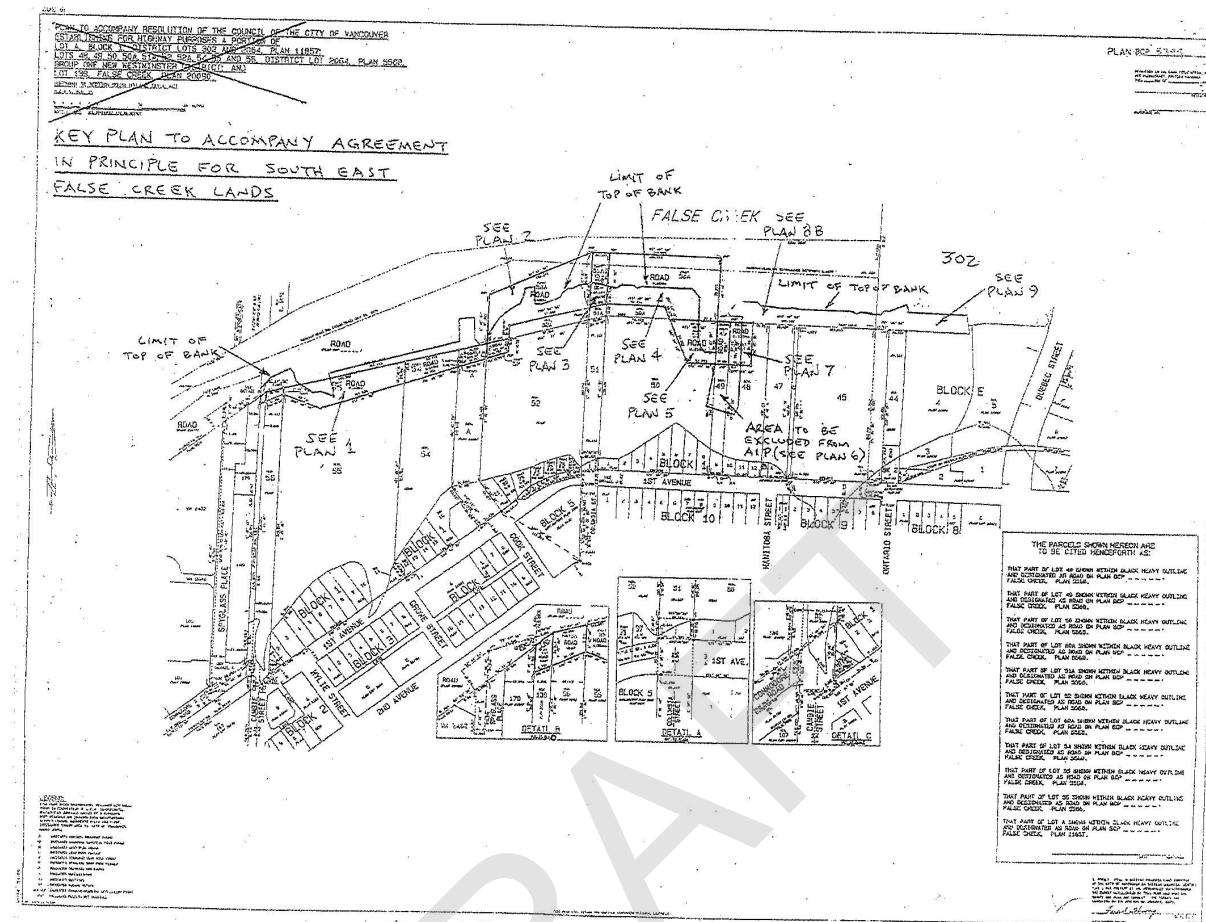
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All that portion of That Part of Lot 55, False Creek, New Westminster District, Plan 5568, shown as Road on Plan BCP5395, described as follows:

Commencing at the northeasterly corner of said That Part of Lot 55;

Thence $181^{\circ} 45' 40''$, 25.640 metres, more or less, following in the easterly limit of said That Part of Lot 55, to intersection with the easterly portion of the southerly limit of said That Part of Lot 55;

Thence $251^{\circ} 45' 20''$, 101.626 metres, more or less, following in the said easterly portion of the southerly limit of That Part of Lot 55, to intersection with the westerly portion of the said southerly limit of That Part of Lot 55;

Thence $290^{\circ} 18' 40''$, 45.00 metres, more or less, following in the said westerly portion of the southerly limit of That Part of Lot 55, to intersection with the westerly limit of said That Part of Lot 55;

Thence $1^{\circ} 45' 40''$, 7.271 metres, more or less, following in the said westerly limit of That Part of Lot 55, to intersection with the westerly portion of the northerly limit of said That Part of Lot 55;

Thence $76^{\circ} 04' 00''$, 25.06 metres, following in the said westerly portion of the northerly limit of That Part of Lot 55;

Thence $114^{\circ} 13' 20''$, 4.93 metres;

Thence $107^{\circ} 36' 25''$, 10.49 metres;

Thence $87^{\circ} 55' 50''$, 7.05 metres;

Thence $125^{\circ} 13' 50''$, 7.69 metres;

Thence $133^{\circ} 26' 15''$, 5.25 metres;

Thence $13^{\circ} 18' 30''$, 4.34 metres;

Thence $357^{\circ} 58' 25''$, 8.00 metres;

Thence $337^{\circ} 16' 35''$, 4.97 metres;

Thence $342^{\circ} 53' 35''$, 3.61 metres, more or less, to intersection with the easterly portion of the said northerly limit of That Part of Lot 55;

Thence $76^{\circ} 04' 00''$, 88.16 metres, more or less, following in the said easterly portion of the northerly limit of That Part of Lot 55, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21021, a copy of which is attached hereto.

All that portion of That Part of Lot 52A, False Creek, New Westminster District, Plan 5568, shown as Road on Plan BCP5395, described as follows:

Commencing at the most southerly limit of the most westerly limit of said That Part of Lot 52A;

Thence $1^{\circ} 40' 50''$, 6.88 metres, following in the said most westerly limit of said That Part of Lot 52A;

Thence $14^{\circ} 14' 25''$, 10.35 metres;

Thence $6^{\circ} 22' 35''$, 6.80 metres;

Thence $14^{\circ} 43' 15''$, 5.69 metres;

Thence $27^{\circ} 34' 40''$, 5.57 metres;

Thence $13^{\circ} 30' 30''$, 4.63 metres;

Thence $36^{\circ} 30' 25''$, 6.35 metres;

Thence $41^{\circ} 11' 45''$, 3.80 metres;

Thence $52^{\circ} 31' 05''$, 5.37 metres;

Thence $63^{\circ} 37' 35''$, 6.59 metres;

Thence $67^{\circ} 57' 00''$, 5.21 metres;

Thence $59^{\circ} 52' 00''$, 6.05 metres;

Thence $34^{\circ} 37' 25''$, 5.41 metres;

Thence $354^{\circ} 18' 55''$, 1.89 metres;

Thence $11^{\circ} 37' 50''$, 3.26 metres;

Thence $83^{\circ} 58' 55''$, 9.51 metres;

Thence $179^{\circ} 33' 30''$, 3.21 metres;

Thence $187^{\circ} 04' 40''$, 2.97 metres;

Thence $178^{\circ} 05' 35''$, 6.27 metres;

Thence $171^{\circ} 42' 40''$, 4.28 metres;

Thence $111^{\circ} 54' 25''$, 4.87 metres;

Thence 85° 44' 55", 10.05 metres;

Thence 79° 22' 20", 6.44 metres;

Thence 43° 02' 30", 6.90 metres;

Thence 76° 06' 40", 4.48 metres;

Thence 27° 21' 20", 5.56 metres;

Thence 58° 52' 50", 5.36 metres;

Thence 72° 08' 05", 6.14 metres;

Thence 66° 28' 25", 3.82 metres;

Thence 93° 00' 05", 5.98 metres;

Thence 57° 29' 00", 4.93 metres;

Thence 84° 09' 55", 9.02 metres;

Thence 81° 07' 35", 7.52 metres, more or less, to intersection with the easterly limit of the easterly portion of said That Part of Lot 52A;

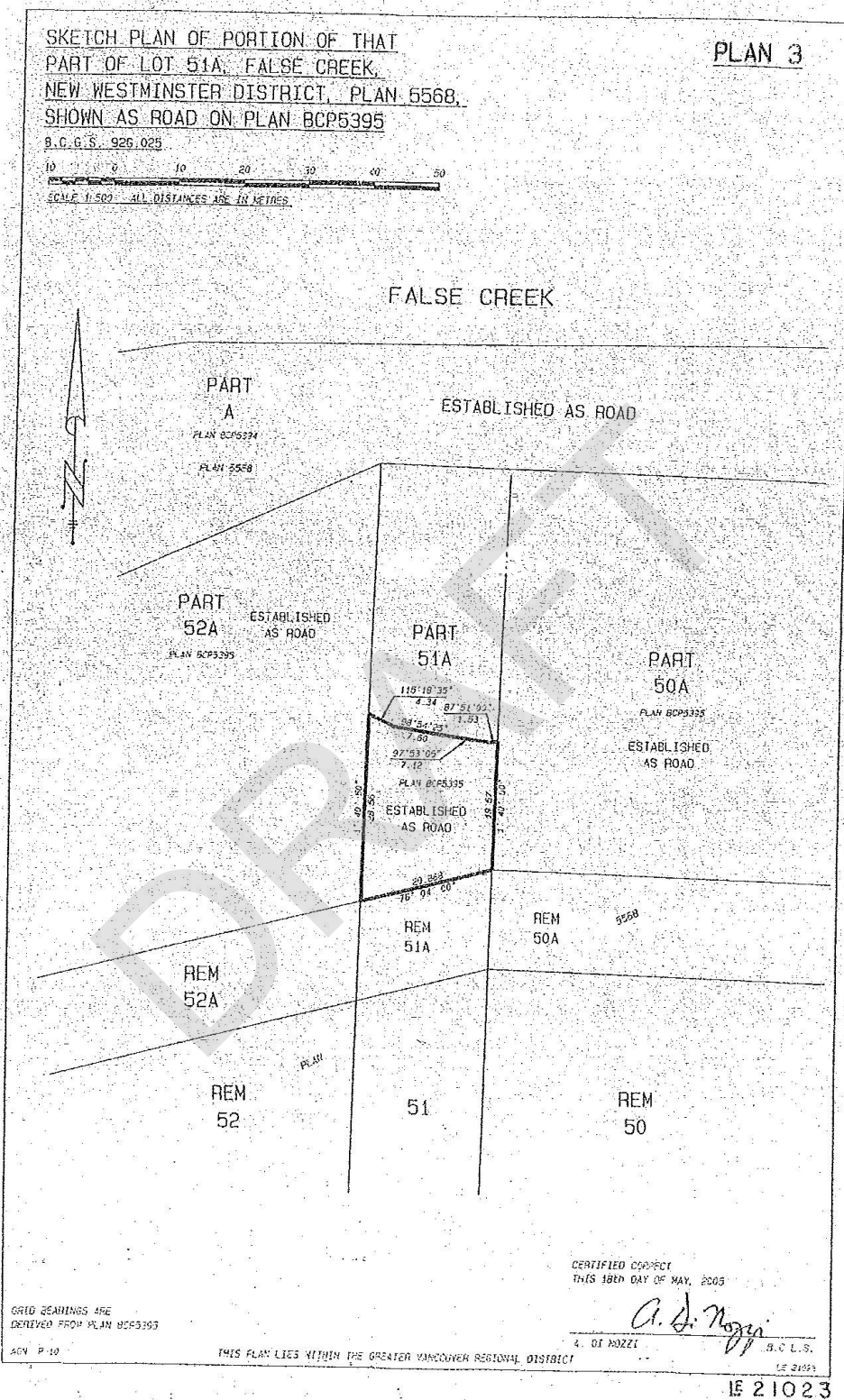
Thence 181° 40' 50", 28.56 metres, more or less, following in the said easterly limit of the easterly portion of That Part of Lot 52A, to the southerly limit of the easterly portion of said That Part of Lot 52A;

Thence 256° 04' 00", 97.960 metres, more or less, following in the said southerly limit of the easterly portion of That Part of Lot 52A, to the northerly limit of the easterly limit of the westerly portion of said That Part of Lot 52A;

Thence 181° 40' 50", 15.00 metres, more or less, following in the said easterly limit of the westerly portion of That Part of Lot 52A, to the southerly limit of the westerly portion of said That Part of Lot 52A;

Thence 256° 04' 00", 25.958 metres, more or less, following in the said southerly limit of the westerly portion of That Part of Lot 52A, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21022, a copy of which is attached hereto.



All that portion of That Part of Lot 51A, False Creek, New Westminster District, Plan 5568, shown as Road on Plan BCP5395, described as follows:

Commencing at the southwesterly corner of said That Part of Lot 51A;

Thence $1^{\circ} 40' 50''$, 28.56 metres, following in the westerly limit of said That Part of Lot 51A;

Thence $115^{\circ} 18' 35''$, 4.34 metres;

Thence $98^{\circ} 54' 25''$, 7.60 metres;

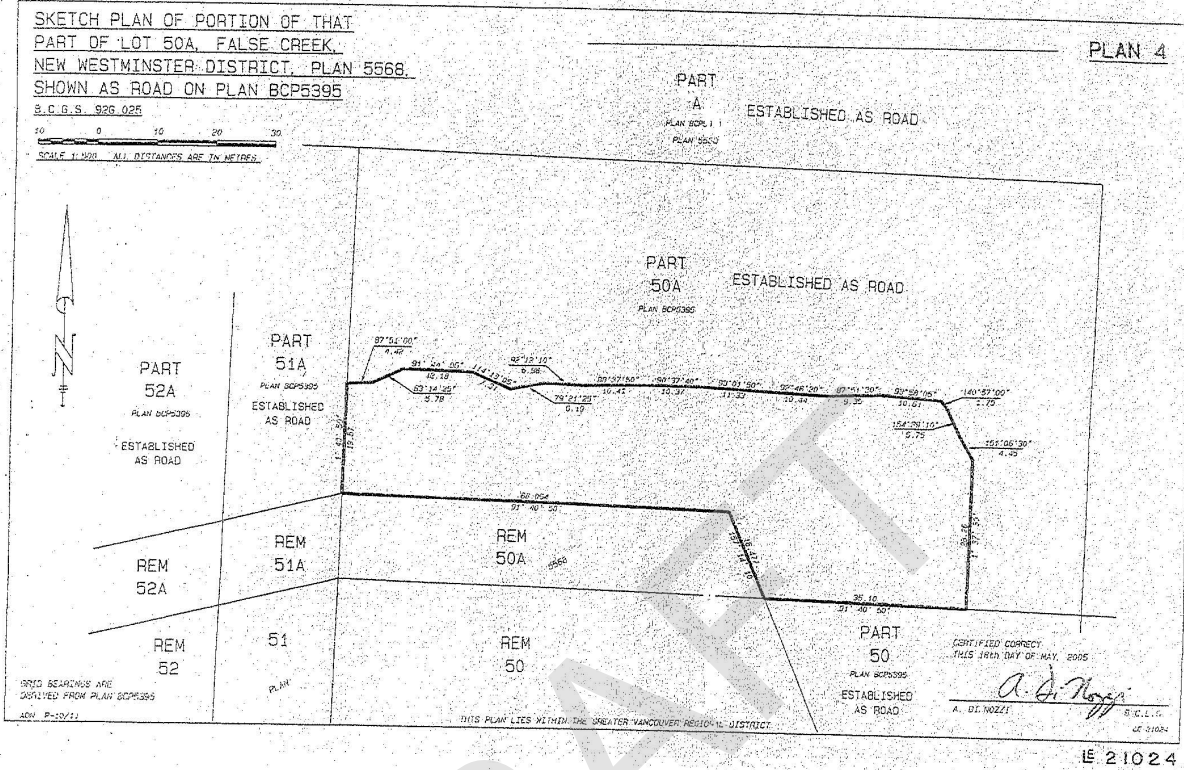
Thence $97^{\circ} 53' 05''$, 7.12 metres;

Thence $87^{\circ} 51' 00''$, 1.53 metres, more or less, to intersection with the easterly limit of That Part of Lot 51A;

Thence $181^{\circ} 40' 50''$, 19.57 metres, more or less, following in the said easterly limit of That Part of Lot 51A, to the southeasterly corner of That Part of Lot 51A;

Thence $256^{\circ} 04' 00''$, 20.888 metres, more or less, following in the said southerly limit of That Part of Lot 51A, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21023, a copy of which is attached hereto.



All that portion of That Part of Lot 50A, False Creek, New Westminster District, Plan 5568, shown as Road on Plan BCP5395, described as follows:

Commencing at the southerly limit of the most westerly limit of said That Part of Lot 50A;

Thence $1^{\circ} 40' 50''$, 19.57 metres, following in the said most westerly limit of That Part of Lot 50A;

Thence $87^{\circ} 51' 00''$, 4.42 metres;

Thence $63^{\circ} 14' 25''$, 5.78 metres;

Thence $91^{\circ} 44' 55''$, 12.18 metres;

Thence $114^{\circ} 13' 05''$, 7.31 metres;

Thence $79^{\circ} 21' 25''$, 6.19 metres;

Thence $88^{\circ} 37' 50''$, 10.41 metres;

Thence $90^{\circ} 37' 40''$, 10.37 metres;

Thence $93^{\circ} 01' 50''$, 11.33 metres;

Thence $92^{\circ} 48' 20''$, 10.44 metres;

Thence $87^{\circ} 51' 30''$, 9.35 metres;

Thence $93^{\circ} 58' 05''$, 10.61 metres;

Thence $140^{\circ} 57' 00''$, 1.75 metres;

Thence $154^{\circ} 29' 10''$, 5.75 metres;

Thence $151^{\circ} 06' 30''$, 4.45 metres;

Thence $181^{\circ} 37' 30''$, 26.26 metres, more or less, to intersection with the southerly limit of the easterly portion of said That Part of Lot 50A;

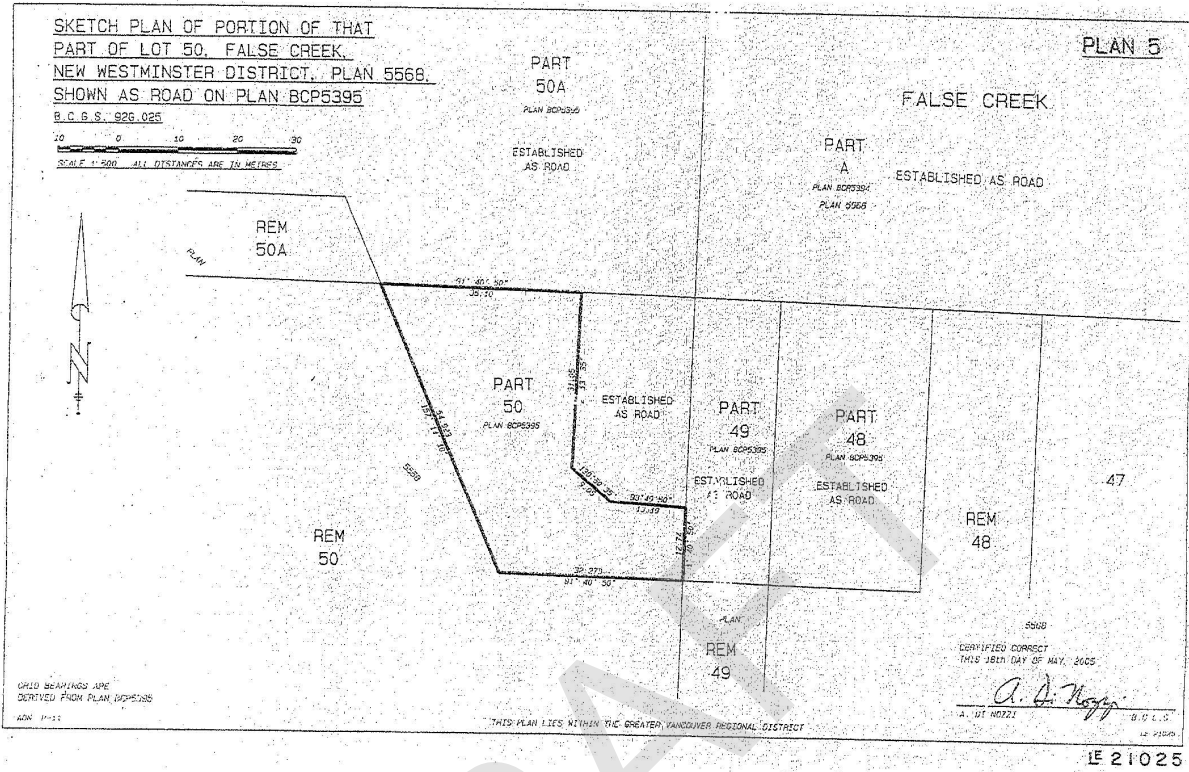
Thence $271^{\circ} 40' 50''$, 35.10 metres, more or less, following in the said southerly limit of the easterly portion of That Part of Lot 50A to the southerly limit of the westerly limit of the said easterly portion of That Part of Lot 50A;

Thence $337^{\circ} 14' 10''$, 16.477 metres, more or less, following in the said westerly limit of the easterly portion of That Part of Lot 50A to the southerly limit of the westerly portion of That Part of Lot 50A;

Thence $271^{\circ} 40' 50''$, 68.054 metres, more or less, following in the said southerly limit of the westerly portion of That Part of Lot 50A, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21024, a copy of which is attached hereto.

DRAFT



All that portion of That Part of Lot 50, False Creek, New Westminster District, Plan 5568, shown as Road on Plan BCP5395, described as follows:

Commencing at the northwesterly corner of said That Part of Lot 50;

Thence $91^{\circ} 40' 50''$, 35.10 metres, following in the northerly limit of said That Part of Lot 50;

Thence $182^{\circ} 13' 35''$, 31.05 metres;

Thence $130^{\circ} 50' 35''$, 9.05 metres;

Thence $93^{\circ} 49' 50''$, 13.19 metres, more or less, to intersection with the easterly limit of That Part of Lot 50;

Thence $181^{\circ} 40' 50''$, 12.74 metres, more or less, following in the said easterly limit of That Part of Lot 48 to the southeasterly corner of said That Part of Lot 50;

Thence $271^{\circ} 40' 50''$, 32.273 metres, more or less, following in the southerly limit of said That Part of Lot 50 to the southwesterly corner of said That Part of Lot 50;

Thence $337^{\circ} 14' 10''$, 54.923 metres, more or less, following in the westerly limit of said That Part of Lot 50, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21025, a copy of which is attached hereto.

FIRST:

All that portion of Lot 48, except Plan BCP5395, District Lot 2064, Group 1, New Westminster District, Plan 5568, described as follows:

Commencing at the northerly limit of the most westerly limit of said Lot 48, except Plan BCP5395;

Thence $181^{\circ} 40' 50''$, 64.60 metres, following in the said most westerly limit of Lot 48, except Plan BCP5395;

Thence $100^{\circ} 01' 50''$, 9.77 metres;

Thence $0^{\circ} 56' 15''$, 56.82 metres, more or less, to intersection with the northerly limit of the westerly portion of said Lot 48, except Plan BCP5395;

Thence $271^{\circ} 40' 50''$, 13.91 metres, more or less, following in the said northerly limit of the westerly portion of Lot 48, except Plan BCP5395, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21026, a copy of which is attached hereto.

SECONDLY:

All that portion of Lot 49, except Plan BCP5395, District Lot 2064, Group 1, New Westminster District, Plan 5568, described as follows:

Commencing at the northeasterly corner of said Lot 49, except Plan BCP5395;

Thence $181^{\circ} 40' 50''$, 64.60 metres, following in the easterly limit of said Lot 48, except Plan BCP5395;

Thence $280^{\circ} 01' 50''$, 15.25 metres, more or less, to intersection with the westerly limit of said Lot 48, except Plan BCP5395;

Thence $1^{\circ} 40' 50''$, 62.38 metres, more or less, following in the said westerly limit of Lot 48, except Plan BCP5395, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21026, a copy of which is attached hereto.

THIRDLY:

All that portion of Lot 50, except Plan BCP5395, District Lot 2064, Group 1, New Westminster District, Plan 5568, described as follows:

Commencing at the northerly limit of the most easterly limit of said Lot 50, except Plan

BCP5395;

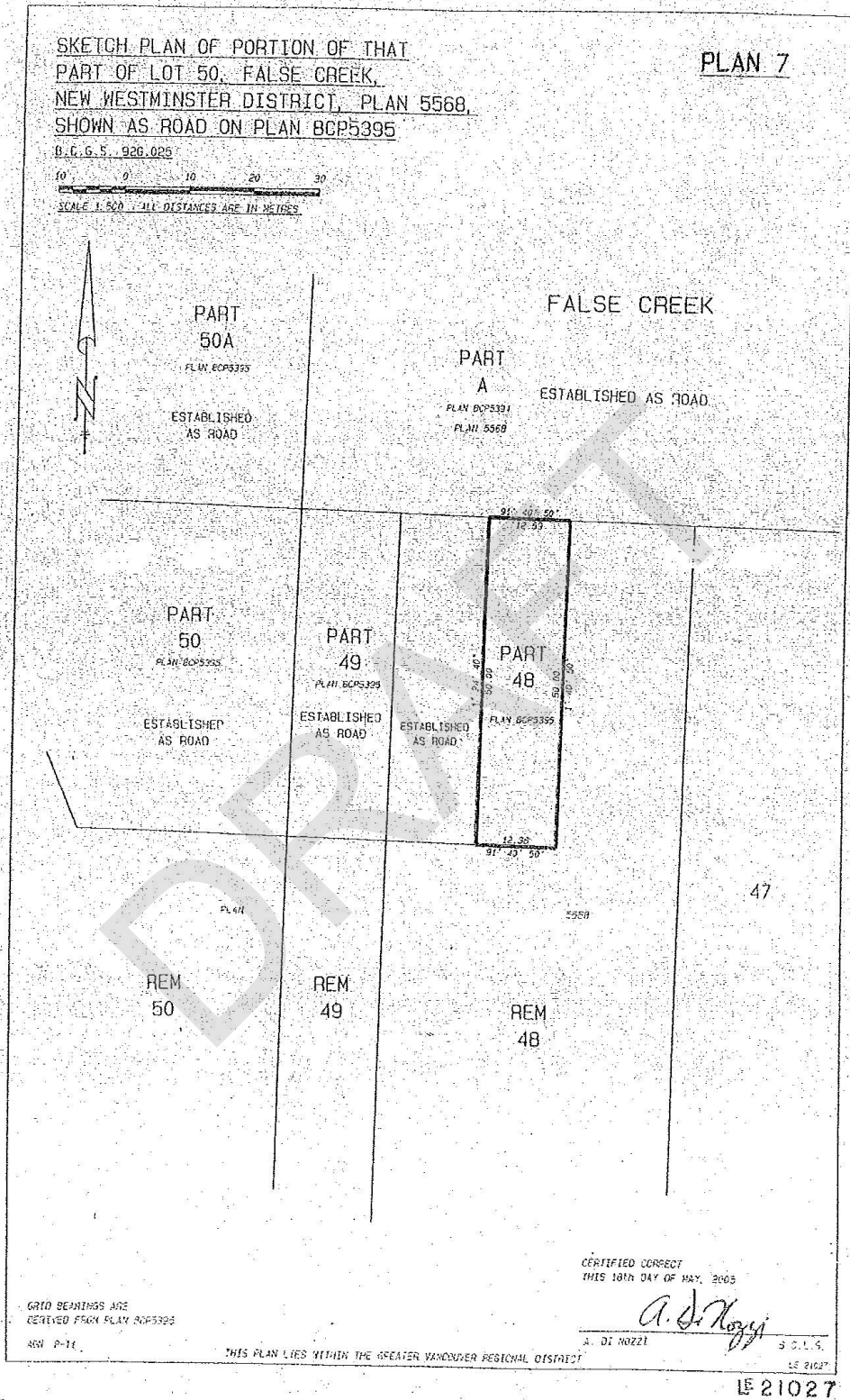
Thence $181^{\circ} 40' 50''$, 62.38 metres, following in the said most easterly limit of Lot 48, except Plan BCP5395;

Thence $280^{\circ} 01' 50''$, 1.02 metres;

Thence $2^{\circ} 36' 25''$, 62.24 metres, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21026, a copy of which is attached hereto.

DRAFT



All that portion of That Part of Lot 48, False Creek, New Westminster District, Plan 5568, shown as Road on Plan BCP5395, described as follows:

Commencing at the northeasterly corner of said That Part of Lot 48;

Thence $181^{\circ} 40' 50''$, 50.00 metres, more or less, following in the easterly limit of said That Part of Lot 48 to the southeasterly corner of said That Part of Lot 48;

Thence $271^{\circ} 40' 50''$, 12.36 metres, following in the southerly limit of said That Part of Lot 48;

Thence $1^{\circ} 24' 40''$, 50.00 metres, more or less, following in the westerly limit of said That Part of Lot 48, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21027, a copy of which is attached hereto.

DRAFT

All those portions of That Part of Lot A, False Creek, New Westminster District, Plan 5568, shown on Plan BCP5394, described as follows:

FIRST:

Commencing at a point in the northerly limit of That Part of Lot A, False Creek, New Westminster District, Plan 11857, shown as Road on Plan BCP5395, 8.08 metres westerly from the northeasterly corner of said That Part of Lot A, shown as Road on Plan BCP5395, the said northerly limit being the same as the southerly limit of said That Part of Lot A, shown on Plan BCP5394;

Thence $256^{\circ} 04' 00''$, 176.88 metres, following in the said southerly limit of That Part of Lot A, shown on Plan BCP5394;

Thence $342^{\circ} 53' 35''$, 1.27 metres;

Thence $72^{\circ} 43' 35''$, 72.06 metres;

Thence $75^{\circ} 21' 15''$, 9.31 metres;

Thence $80^{\circ} 25' 15''$, 7.65 metres;

Thence $70^{\circ} 13' 05''$, 6.01 metres;

Thence $74^{\circ} 59' 00''$, 58.80 metres;

Thence $348^{\circ} 17' 50''$, 20.25 metres;

Thence $73^{\circ} 26' 50''$, 21.19 metres;

Thence $170^{\circ} 10' 45''$, 23.29 metres;

Thence $133^{\circ} 19' 55''$, 5.58 metres, more or less, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21030, a copy of which is attached hereto.

SECONDLY:

Commencing at the northwesterly corner of That Part of Lot 139, False Creek, New Westminster District, Plan 20090, shown as Road on Plan BCP5395;

Thence $52^{\circ} 24' 50''$, 7.883 metres, more or less, following in the northerly limit of said That Part of Lot 139, to the northwesterly corner of That Part of Lot 139, the said northerly limit being the same as the southerly limit of said That Part of Lot A, shown on Plan BCP5394;

Thence $76^{\circ} 04' 00''$, 45.95 metres, following in the said southerly limit of That Part of Lot A, shown on Plan BCP5394;

Thence $300^{\circ} 19' 00''$, 2.17 metres;

Thence $343^{\circ} 15' 30''$, 8.61 metres;

Thence $314^{\circ} 33' 25''$, 3.56 metres;

Thence $243^{\circ} 57' 15''$, 4.34 metres;

Thence $254^{\circ} 04' 45''$, 11.02 metres;

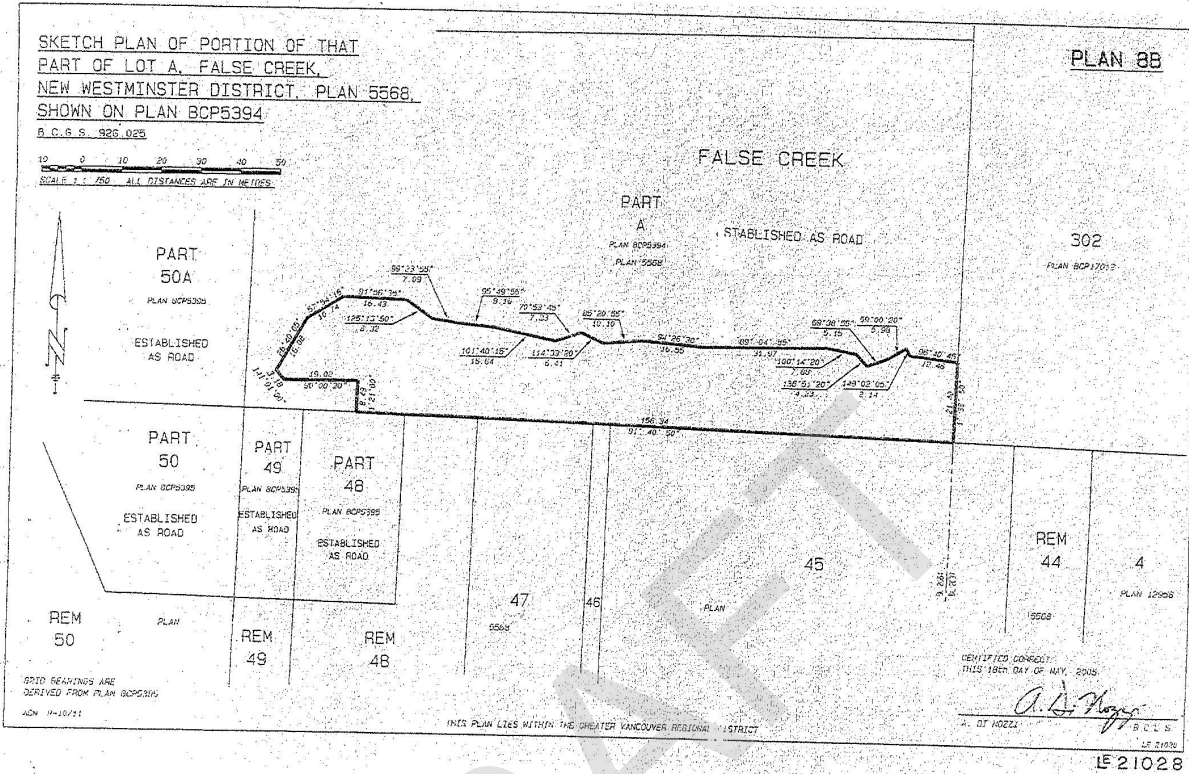
Thence $268^{\circ} 48' 15''$, 4.15 metres;

Thence $261^{\circ} 16' 10''$, 14.89 metres;

Thence $220^{\circ} 59' 50''$, 15.77 metres, more or less, to intersection with the production northerly of the westerly limit of said That Part of Lot 139;

Thence $181^{\circ} 45' 40''$, 8.54 metres, more or less, following in the said production northerly of the westerly limit of That Part of Lot 139, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21030, a copy of which is attached hereto.



All that portion of That Part of Lot A, False Creek, New Westminster District, Plan 5568, shown on Plan BCP5394, described as follows:

Commencing at the southerly limit of the most easterly limit of said That Part of Lot A;

Thence $271^{\circ} 40' 50''$, 156.34 metres, following in the southerly limit of the easterly portion of That Part of Lot A;

Thence $1^{\circ} 21' 00''$, 8.49 metres;

Thence $270^{\circ} 00' 20''$, 19.02 metres;

Thence $321^{\circ} 01' 00''$, 3.18 metres;

Thence $28^{\circ} 40' 05''$, 16.08 metres;

Thence $57^{\circ} 54' 15''$, 10.74 metres;

Thence $91^{\circ} 56' 35''$, 16.43 metres;

Thence $125^{\circ} 13' 50''$, 8.32 metres;

Thence $99^{\circ} 23' 55''$, 7.09 metres;

Thence $95^{\circ} 49' 55''$, 9.16 metres;

Thence $101^{\circ} 40' 15''$, 16.64 metres;

Thence $70^{\circ} 53' 45''$, 7.23 metres;

Thence $114^{\circ} 33' 20''$, 6.41 metres;

Thence $85^{\circ} 20' 55''$, 10.10 metres;

Thence $94^{\circ} 26' 30''$, 16.55 metres;

Thence $89^{\circ} 04' 55''$, 31.97 metres;

Thence $100^{\circ} 14' 20''$, 7.88 metres;

Thence $136^{\circ} 51' 20''$, 4.23 metres;

Thence $69^{\circ} 38' 55''$, 5.15 metres;

Thence $59^{\circ} 00' 20''$, 5.98 metres;

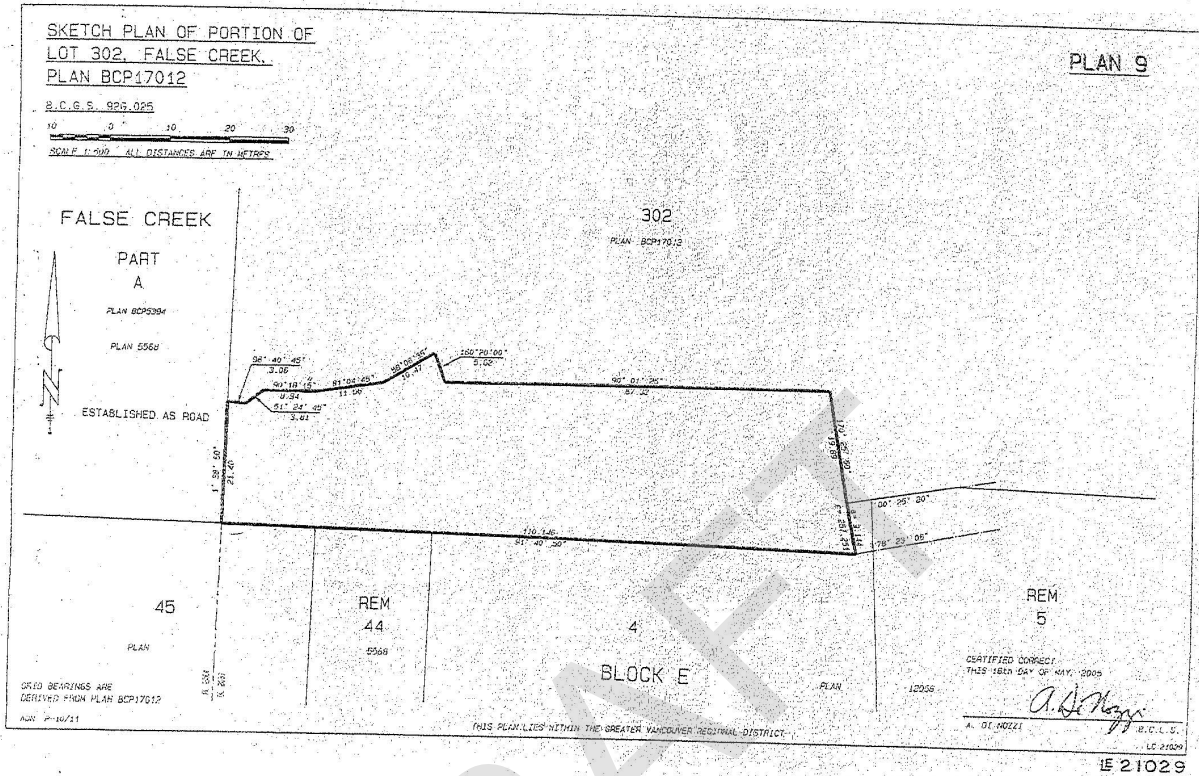
Thence $149^{\circ} 02' 05''$, 2.14 metres;

Thence $96^{\circ} 40' 45''$, 12.46 metres, more or less, to intersection with the said most easterly limit of That Part of Lot A;

Thence $181^{\circ} 38' 50''$, 21.40 metres, more or less, following in the said most easterly limit of That Part of Lot A, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21028, a copy of which is attached hereto.

DRAFT



All that portion of Lot 302, False Creek, Plan BCP17012, described as follows:

Commencing at the southwesterly corner of said Lot 302;

Thence $1^{\circ} 38' 50''$, 21.40 metres, following in the westerly limit of said Lot 302;

Thence $96^{\circ} 40' 45''$, 3.06 metres;

Thence $51^{\circ} 24' 45''$, 3.81 metres;

Thence $90^{\circ} 18' 15''$, 8.94 metres;

Thence $81^{\circ} 04' 45''$, 11.56 metres;

Thence $58^{\circ} 08' 35''$, 10.47 metres;

Thence $160^{\circ} 20' 00''$, 5.62 metres;

Thence $90^{\circ} 01' 25''$, 67.32 metres;

Thence $170^{\circ} 25' 50''$, 19.89 metres, more or less, to intersection with the southerly limit of the easterly portion of said Lot 302;

Thence southeasterly 9.144 metres, more or less, following in the arc of a circular curve, to the left, whose radius is 257.251 and whose radial bearing is $80^{\circ} 25' 20''$, the said circular curve being the easterly limit of the westerly portion of said Lot 302, to intersection with the southerly limit of the westerly portion of said Lot 302;

Thence $271^{\circ} 40' 50''$, 110.146 metres, more or less, following in the said southerly limit of the westerly portion of Lot 302, to the POINT OF COMMENCEMENT.

The same as shown heavy outlined on plan prepared by A. Di Nozzi, B.C.L.S., dated May 18, 2005, and marginally numbered LE 21029, a copy of which is attached hereto.

END OF DOCUMENT

Form C - charge "Appurtenant to Lease CA2720307 as modified by Modification of Lease CB2721514

TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY FOR UTILITIES
SECTION 219 COVENANT
215 WEST 1ST AVENUE

Introduction

- A. It is understood and agreed that this Agreement shall be read as follows:
- i. the Transferor, THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER), is called the "Grantor";
 - ii. the Transferee, CITY OF VANCOUVER, is called the "City" when referring to the corporate entity and "City of Vancouver" when referring to geographical location;
- B. The City is the registered and beneficial owner of the Lands;
- C. By way of a ground lease made effective as of May 1, 2022 between the City, as landlord, and the Grantor, as tenant, and registered against title to the Lands in the LTO under registration number CB2720307 (the "Original Ground Lease"), the City granted to the Grantor a ground lease of the Lands for a term of ninety-nine (99) years on the terms and conditions set forth in the Original Ground Lease;
- D. By way of an amendment of ground lease (Olympic Village School Site) dated for reference April 30, 2025 between the City, as landlord, and the Grantor, as tenant, and registered against title to the Lands as a modification of lease under registration number CB2721514 (the "Modification", and together with the Original Ground Lease, the "Ground Lease"), the City and the Grantor agreed to amend the terms of the Original Lease on the terms and conditions set forth in the Modification;
- E. The Grantor made an application to amend CD-1 (Comprehensive Development) District (454) By-law No. 9454 to increase the maximum building height from 13.5 m (44 ft.) to 18.8 m (62 ft.), to permit the development of a four-storey elementary school building and after a public hearing to consider the text amendment application, the rezoning application was approved by City Council in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the text amendment by-law (the "Rezoning By-law"), the Grantor:

"2.2 Enter into such agreements as the General Manager of Engineering Services and the Director of Legal Services determine are necessary for connecting to and securing adequate space for the Neighbourhood Energy Utility (NEU), which may include but are not limited to agreements which:

- (a) *Grant the City Engineer, and other employees of the City, access to the building mechanical system, thermal energy system-related*

infrastructure, and suitable space required for the Energy Transfer Station within the development for the purpose of enabling NEU connection and operation.”

- F. In order to satisfy the foregoing condition, the Grantor has agreed to enter into this Agreement and in particular to grant:
- (a) a Statutory Right of Way over the Lands to allow the City to inspect, install, construct, place, lay down, repair, maintain, alter, renew, relocate, replace, demolish, remove, abandon, and/or operate the Utility Services and ETS Room;
 - (b) a non-exclusive license over the Lands to allow the City to access the Utility Services and ETS Room; and
 - (c) a Section 219 Covenant in favour of the City; and
- G. The statutory rights of way in this Agreement are necessary for the operation and maintenance of the City's undertaking.

Consideration

In consideration of the payment of Two Dollars (\$2.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties) the Grantor and the City agree as follows:

Terms of Agreement

ARTICLE 1 DEFINITIONS

1.1 Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:

- (a) **“Agreement”** means this agreement and all schedules attached hereto;
- (b) **“City Engineer”** means the chief administrator from time to time of the City's Engineering Services Department and his successors in function and their respective nominees;
- (c) **“City Personnel”** means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and invitees;
- (d) **“day”** means a calendar day;
- (e) **“Defined SRW Area”** has the meaning set out in Section 2.6;
- (f) **“Development Permit”** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning By-law at any time following the date this Agreement is fully executed by the parties;

- (g) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;
- (h) **“ETS Equipment”** means equipment owned by the City or City Personnel and used to meter, for billing purposes, the amount of energy consumed in a building and to transfer heat energy from the thermal distribution network connected to the neighbourhood energy centre to the mechanical system in the New Building, which equipment includes pipes for the supply and return of hot water, valves, controls, meters, sensors and separate heat exchangers for domestic hot water and space heating;
- (i) **“ETS Room”** means a room in each New Building housing the ETS Equipment;
- (j) **“Grantor”** means the Transferor, THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER), and any successors in title to the leasehold interest in the Lands or a portion of the Lands under the Ground Lease and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act*, then **“Grantor”** includes the strata corporation thereby created;
- (k) **“Ground Lease”** has the meaning set out in Recital D;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (m) **“Lands”** means the lands and premises located in the City of Vancouver, British Columbia and legally described in Item 2 of the General Instrument Part 1 and includes any parcel into which such land is consolidated or further subdivided;
- (n) **“Losses”** means all damages, losses, costs, actions, causes of action, claims, demands, judgements, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (o) **“LTO”** means the land title office for the jurisdiction in which the Lands are situate;
- (p) **“New Building”** means:
 - (i) any new building, improvement or structure constructed on the Lands; and
 - (ii) any existing building on the Lands which is renovated, modified or altered,
 in each case in accordance with the Rezoning By-Law and the Development Permit, at any time after the date of execution of this Agreement by the Grantor;
- (q) **“Occupancy Permit”** means a municipal permit issued by the City authorizing the use and occupation of all or part of any New Building;

- (r) “**person**” means any association, society, corporation, individual, joint stock company, joint venture, partnership, trust, or unincorporated organization;
- (s) “**Registration Plan**” means a survey plan satisfactory to the City Engineer, prepared in registrable form by a B.C. Land Surveyor in good standing in the Province of British Columbia defining the boundaries of the applicable Defined SRW Area;
- (t) “**Strata Property Act**” means the *Strata Property Act*, S.B.C. 1998, c. 43, and all amendments thereto and re-enactments thereof;
- (u) “**Utility Services**” means the utility services now constructed or to be constructed, installed or relocated on the Lands, or any portion thereof, by the City or any City Personnel at any time hereafter including, without limitation, the heat energy distribution network that links the neighbourhood energy centre with the ETS Room in each designated building, and that includes separate loops for the supply and return of heat energy in the form of hot water and all other related structures, equipment, apparatus or works and all other utilities as may be useful and convenient in connection therewith or incidental thereto, including the ETS Equipment in the ETS Room.

1.2. **Headings.** 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.

1.3. **Number.** 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.

1.4 **Reference to Statute.** Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is executed by the City and to subsequent amendments to or replacements of the statute or regulations.

ARTICLE 2 STATUTORY RIGHT OF WAY FOR UTILITY SERVICES AND ETS ROOM

2.1. **Grant of Statutory Right of Way over the Lands.** Pursuant to Section 218 of the *Land Title Act*, and subject to Sections 2.3, 2.6 and 6.1 of this Agreement, the Grantor hereby grants against its leasehold interest in the Lands under the Ground Lease during the term of the Ground Lease, and any renewal or extension of the term of the Ground Lease, to the City and City Personnel absolutely and in perpetuity the full, free and uninterrupted right, liberty and easement by way of statutory right of way on, under, over and within the Lands at any time and at all times hereafter, for the purposes of permitting the City and City Personnel (which for purposes of this statutory right of way only will include the Grantor) to:

- (a) enter the Lands, cross over it, exit it, and use it for the purposes described in this Section 2.1;

- (b) bring vehicles, machinery, equipment, tools, and supplies within the Lands, and use them for the purposes described in this Section 2.1;
- (c) disturb, demolish, or remove any personal property or organic or inorganic material within the Lands, no matter who owns it or how long it has existed, if, in the City's opinion, acting reasonably, it may interfere with the City's rights under this Agreement;
- (d) disturb the surface of the Lands and excavate it (provided it will not excavate through or beneath improvements that have been constructed on the Lands with the approval of the City);
- (e) inspect, install, construct, place, lay down, repair, maintain, alter, renew, relocate, replace, demolish, remove, abandon, and/or operate the Utility Services and ETS Room (as applicable) on, over, under or within the Lands; and
- (f) do anything else within the Lands that the City considers necessary,

all in connection with the Utility Services and the ETS Room.

2.2. City's agreements. The City will:

- (a) not bury debris or rubbish in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds; and
- (b) after it has done any work on the Lands, remove any construction debris placed or caused by the City on the Lands and restore the Lands including any real or personal property thereon damaged or disturbed by the City's activities to the condition they were in prior to commencement of construction, to the satisfaction of the City Engineer.

2.3. Limited Access. Notwithstanding the general grants of Statutory Right of Way in Section 2.1 and subject to Sections 2.6 and 6.1 of this Agreement, the City covenants that, in exercising its rights hereunder, it shall use only those portions of the Lands reasonably necessary to do so.

2.4. No City obligation. Nothing in this Agreement implies that the City has any obligation to the Grantor or to anyone else to exercise any of its rights under Section 2.1.

2.5. SRW Not Interrupted by Default of the City. No default by the City with respect to the Statutory Right of Way granted by Section 2.1 and no act or failure to act by the City in connection with the Statutory Right of Way granted by Section 2.1 will result or be deemed to result in the interruption, suspension, or termination of the rights of way, and the Grantor will refrain from seeking any judgment, order, declaration, or injunction to that effect.

2.6. Modification of Area of Statutory Right of Way over the Lands. The Grantor and the City agree that once the location of the Utility Services and the ETS Room within the Lands has been determined to the satisfaction of the City Engineer, acting reasonably, the areas of the Lands subject to the Statutory Right of Way granted by Section 2.1 and the portions of the Lands contemplated in Section 2.3 shall be reduced to reflect the as-built dimensions of the Utility Services and the ETS Room, and the Grantor shall, at its cost, cause a Registration Plan, which for certainty may be a volumetric plan, to be prepared which defines the reduced boundaries

for the Statutory Right of Way for the Utility Services and the ETS Room (the “**Defined SRW Area**”) over the Lands, which Registration Plan the Grantor will forward to the City for the approval of the General Manager of Engineering Services and the Director of Legal Services.

2.7. Modification of Agreement. Upon approval of the Registration Plan by the General Manager of Engineering Services and the Director of Legal Services pursuant to Section 2.6, the Grantor may, at its cost, prepare in registrable form and to the satisfaction of the Director of Legal Services, acting reasonably, a modification of, partial discharge of, or replacement for, this Agreement (the “**Modification Agreement**”) which will restrict the Statutory Right of Way over the Lands granted under Section 2.1 and the portion of the Lands to which the City has limited access under Section 2.3 to the reduced boundaries defined by the Registration Plan prepared by the Grantor. Upon delivery of the Modification Agreement to the Director of Legal Services for execution by the City, and once fully executed and returned to the Grantor, the Grantor will take all necessary steps to register the Modification Agreement and the Registration Plan on title to the Lands in the LTO in the priority required by, and to the satisfaction of, the Director of Legal Services, acting reasonably, provided that, until this Agreement is modified, the Statutory Right of Way will be registered as a charge against the entirety of the Lands; provided that the Grantor shall use only those portions of the Lands reasonably necessary to do so as set forth in Section 2.3.

2.8. City property. Despite any rule of law or equity to the contrary, the Utility Services, including all City supplied equipment and ETS Equipment located in the ETS Room, will remain the property of the City even though they may be affixed to the Lands unless the City abandons them as this section provides. The City may remove all or part of the Utility Services, or any portion thereof, to the satisfaction of the City Engineer on termination of this Agreement. If the City decides that it no longer requires any of the rights of way herein, it will, upon the request of the Grantor, release its rights under this Agreement from title to the Lands, and notify the Grantor that it is abandoning all or part of the Utility Services. In that case, the Utility Services will become the property of the Grantor.

2.9. Repair. The City shall repair any damage to real or personal property, buildings, structures or improvements on the Lands caused by the City in exercising its rights hereunder.

2.10. Statutory Rights of Way Necessary. These statutory rights of way are necessary for the operation and maintenance of the City’s undertaking.

2.11. Other Sections Form Part of Statutory Rights of Way. The Grantor covenants and agrees with the City that Sections 5.1 to 9.18 inclusive of this Agreement will be deemed to be included in and form part of this statutory right of way made pursuant to Section 218 of the *Land Title Act*.

ARTICLE 3 NON-EXCLUSIVE LICENSE FOR ACCESS

3.1 Grant of Non-Exclusive License over the Lands. Pursuant to Section 218 of the *Land Title Act*, and subject to Sections 3.2 and 6.1 of this Agreement, the Grantor hereby grants against its leasehold interest in the Lands under the Ground Lease during the term of the Ground Lease, and any renewal or extension of the term of the Ground Lease, to the City and City Personnel absolutely and in perpetuity a non-exclusive license to go on, over and within the Lands at any time and at all times hereafter, for the purposes of permitting the City and City Personnel (which for purposes of this license only will include the Grantor) to access the Utility Services and ETS Room, as may be required for the purposes of this Agreement.

3.2 Limited Access. Notwithstanding the general grants of a non-exclusive license in Section 3.1, and subject to Section 6.1, the City covenants that, in exercising its rights hereunder, it shall use only those portions of the Lands reasonably necessary to do so.

3.3 No City obligation. Nothing in this Agreement implies that the City has any obligation to the Grantor or to anyone else to exercise any of its rights under Section 3.1.

3.4 Non-Exclusive License Not Interrupted by Default of the City. No default by the City with respect to the non-exclusive license granted in Section 3.1 and no act or failure to act by the City in connection with the non-exclusive license granted in Section 3.1 will result or be deemed to result in the interruption, suspension, or termination of the non-exclusive license granted in Section 3.1, and the Grantor will refrain from seeking any judgment, order, declaration, or injunction to that effect.

3.5 Repair. The City shall repair any damage to real or personal property, buildings, structures or improvements on the Lands caused by the City in exercising its rights hereunder.

ARTICLE 4 DESIGN, CONSTRUCTION, INSTALLATION OF THE GRANTOR'S WORKS AND HOLD ON PERMITS

4.1. Section 219 Covenant over the Lands. Pursuant to Section 219 of the *Land Title Act* of British Columbia and as a covenant running with and binding the Grantor's leasehold interest in the Lands under the Ground Lease during the term of the Ground Lease and any renewal or extension of the term of the Ground Lease, the Grantor covenants and agrees with the City as follows:

- (a) the Lands will not be used in a manner contrary to this section 219 covenant;
- ~~(b) the Grantor will, prior to issuance of any Occupancy Permit for any New Building on the Lands, take all necessary steps required to satisfy the Grantor's obligations pursuant to Section 2.6 to the satisfaction of the Director of Legal Services, and the Grantor covenants and agrees that notwithstanding that the Grantor may be otherwise entitled, the City will not be obligated to issue any Occupancy Permit in respect of any New Building until the Grantor has complied with this Section 4.1(b);~~
- (c) the Grantor covenants and agrees not to grant any easements, statutory rights of way or other grants, leases or licences through such portion of the Lands as may contain the Utility Services or the ETS Room, without the prior approval of the City Engineer (which approval will not be unreasonably withheld); and
- (d) subject to Section 4.2 of this Agreement, the Grantor will not use the Lands nor suffer or permit anyone else to use the Lands:
 - (i) to construct, install, place, repair, maintain, replace, alter, use, deposit, store, or accumulate any new buildings, structures or improvements, or other new real or personal property or inorganic material, or to cultivate, plant, or grow any new trees, plants, or other organic material, in each case, which may reasonably be expected to interfere with the Utility Services or the ETS Room, unless the Grantor obtains the prior written

consent of the City Engineer and complies with the City Engineer's requirements in respect thereto and such are in accordance with and approved pursuant to a Development Permit for the Lands (including for certainty, any approved underground parking facility beneath the Lands);

- (ii) for any purpose that, in the City Engineer's opinion, may interfere with the Utility Services or the ETS Room, damage or destroy them, impair their use or operation, obstruct access to them, create any hazard, or interfere with or interrupt use of the Lands as contemplated herein and in the event that any new building, structure or improvement, including any parkade, built or constructed on the Lands at any time hereafter other than in compliance with plans approved by the City Engineer interferes with, damages, destroys or impairs the use of any of the Utility Services or the ETS Room, then the Grantor shall be responsible for and pay to the City any and all costs incurred by the City to reconstruct, repair or restore the Utility Services and the ETS Room; or
- (iii) to excavate or dig any well, hole, trench, ditch or other excavation, add to or remove soil or other ground cover, add or remove fill, or install other roads, trails, paths, or embankments or remove support by the Lands for the Utility Services and the ETS Room, in each case, in any way that may interfere with or damage or destroy the Utility Services and the ETS Room or impair their use and operation unless the Grantor obtains the prior written consent of the City Engineer and complies with the City Engineer's requirements in respect thereto.

4.2. School Use. The City acknowledges and agrees that the Grantor intends to construct an elementary school on the Lands and that the construction, installation, placement, repair, maintenance, replacement, alteration and use of an elementary school building on the Lands (including, for greater certainty, any approved underground parking facility beneath the Lands) shall not be a breach of Section 4.1(d) of this Agreement. For greater certainty, the construction, installation, placement, repair, maintenance, replacement, alteration and use of an elementary school building on the Lands (including, for greater certainty, any approved underground parking facility beneath the Lands) shall be deemed not to interfere with the Utility Services or the ETS Room.

4.3. Other Sections Form Part of this Covenant. The Grantor covenants and agrees that Sections 5.1 to 9.18 inclusive of this Agreement will be deemed to be included in and form part of this covenant made pursuant to Section 219 of the *Land Title Act*.

ARTICLE 5 RELEASE AND INDEMNITY

5.1 Release and Indemnity

The Grantor waives, remises, releases and discharges absolutely the City and all City Personnel, and covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to such Grantor or 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:

- (a) by reason of the City or City Personnel, as regulator:
 - (i) reviewing or approving the design, construction, installation, operation, maintenance, repair, removal or performing inspection of the Utility Services or ETS Room;
 - (ii) performing any work in accordance with the terms of this Agreement, or requiring the Grantor to perform any work pursuant to this Agreement; or
 - (iii) withholding any permits pursuant to this Agreement; and
- (b) by exercising or assigning any of its rights under the Section 219 covenant or statutory rights of way granted to the City pursuant to this Agreement,

whether or not such Losses are the result of, or relate in any way to any negligent or wilful acts or omissions on the part of the City or the City Personnel or that arise out of, or would not have been incurred but for this Agreement, except to the extent such Losses are caused by or contributed to by the negligence or wilful misconduct on the part of the City or any City Personnel.

This release and indemnity is both a personal covenant of the Grantor and an integral part of this Section 219 Covenant and will survive the expiration or earlier termination of this Agreement.

5.2 Obligations Continue. The Grantor's obligations to release, indemnify and save harmless the City and City Personnel pursuant to Section 5.1 of this Agreement will continue to apply even if any of the Grantor's obligations are undertaken by the City pursuant to the terms of this Agreement or otherwise.

ARTICLE 6 SUPERVISED ACCESS TO SCHOOL PROPERTY

6.1 Arranging for Supervised Access to School Property. Except in the case of an emergency, and notwithstanding any other provision of this Agreement, City Personnel shall not enter or be on the Lands without first contacting the Grantor's designated representative to arrange for supervised access to the Lands, and any such access shall not interfere with any school or daycare activities on the Lands.

ARTICLE 7 SUBDIVISION

7.1 Subdivision. If the Lands, or any portion thereof, are subdivided at any time hereafter either under the provisions of the *Land Title Act*, R.S.B.C. 1996, Chapter 250, or under the *Strata Property Act*, or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:

- (a) subject to Section 7.2 herein, the rights and benefits of this Agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created unless otherwise agreed to by the City; and

- (b) the burdens, obligations, covenants and statutory rights of way contained in this Agreement in respect of each parcel will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created as required.

7.2 Subdivision by Strata Plan. If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:

- (a) if applicable, the Section 219 covenants and obligations therein and the statutory rights of way granted herein will be registered against each individual strata lot and noted on the common property sheet;
- (b) the respective strata corporation or the strata corporations created will perform and observe the respective Grantor's covenants in this Agreement, solely at the expense of the strata lot owners;
- (c) the liability of each strata lot owner for the performance and observance of the respective Grantor's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the respective strata plan; and
- (d) no part of the Utility Services or ETS Room will form part of or be located within any strata lot or part of any strata lot and any Utility Services or ETS Room not contained within a Defined SRW Area will be contained within the common property established by the respective strata plan,

provided that, if any portion of the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the respective Grantor's covenants in this Agreement.

**ARTICLE 8
TRANSFER OF LANDS**

8.1 Transfer of the Lands. The Grantor covenants and agrees with the City that as a condition of and upon any sale, transfer, assignment or conveyance of the leasehold interest in and/or equity in the Lands, or any portion or portions thereof, to any person, the Grantor will obtain from such person and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Grantor pursuant to this Agreement in respect of that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.

8.2 No Liability. The Grantor and the City agree that neither the Grantor, nor any successor in title to the leasehold interest in the Lands pursuant to the Ground Lease, or portions thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Grantor or its successor in title, as the case may be, ceases to be the registered or beneficial owner of the leasehold interest in the Lands pursuant to the Ground Lease; provided, however, the Grantor or its successors in title, as the case may be, shall remain liable after ceasing to be the registered or beneficial owner of the leasehold interest in the Lands pursuant to the Ground Lease for all breaches of and non-observance and non-performance of covenants in this Agreement if the breach, non-observance or non-performance occurred during the period that the Grantor or any successor in title, as the case may be, was the registered or beneficial owner of the leasehold interest in the Lands pursuant to the Ground Lease.

**ARTICLE 9
MISCELLANEOUS**

9.1 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,

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

The Board of Education of School District No. 39 (Vancouver)
1580 West Broadway
Vancouver, British Columbia V6J 5K8

Attention: Secretary Treasurer,

with a copy to: the Executive Director of Facilities; and

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

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

Attention: City Clerk

with a copy to: the Director of Legal Services and the City Engineer,

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.

9.2 Validity of Provisions. 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 therein and such other provisions will be enforceable to the fullest extent permitted at law or at equity.

9.3 Jointly and Several. If the Grantor consists of more than one person, firm or corporation, the Grantor's obligation, under this Agreement will be joint and several.

9.4 Governing Law. 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.

9.5 Agreement to be a First Charge. The Grantor 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 Grantor's leasehold interest in 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 any rezoning or any Development Permit;
- (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; and
- (d) contained in the Ground Lease.

9.6 City's Other Rights Unaffected. Nothing contained or implied herein will derogate from the obligations of the Grantor 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* as amended from time to time 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 Grantor and the City.

9.7 Agreement for Benefit of City. The Grantor 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 Grantor or any mortgagee of the Grantor, 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.

9.8 Future Assurances. The Grantor will execute and deliver to the City, on request by the City from time to time, such further assurances and instruments as the City may require to give full force and effect to the Grantor's grants and agreements under this Agreement.

9.9 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.

9.10 Assignment by City. The City, upon prior written notice to the Grantor, 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.

9.11 No Waiver. No consent or waiver, expressed or implied, by a party of any default by the other party 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. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights under this Agreement or at law or at equity.

9.12 Grantor's Duties as Occupier. Nothing in this Agreement will abrogate or limit the Grantor's duties and liability as occupier of the Lands.

9.13 Remedies Cumulative. Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement. No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by either party will prejudice, limit or preclude that party 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 either party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Grantor acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by an owner under this Agreement.

9.14 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. If a time is specified in this Agreement for observing or performing any obligation, such time will be then local Vancouver, British Columbia time.

9.15 Grantor's Representations. The Grantor hereby 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 its leasehold interest 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 the Grantor's legal and beneficial leasehold interests to the Lands;
- (c) this Agreement will be fully and completely binding upon the Grantor in accordance with its terms and the Grantor will perform all of its respective 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 Grantor with regard to the Lands or any other matter whatsoever.

9.16 Agreement Runs with the Lands. This Agreement will run with and bind the Lands and will attach to and run with each and every part into which the Lands may be subdivided or consolidated whether by strata plan, subdivision plan or otherwise, unless otherwise agreed to by the City.

9.17 Amendments. Any amendment to this Agreement will have no force or effect unless the City and the Grantor have signed the amendments.

9.18 Effect of Agreement. This Agreement will enure to the benefit of and 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 which is attached hereto and forms part hereof.

END OF DOCUMENT

UNDERTAKING RE: RELEASE OF EXISTING CHARGE

TO: CITY OF VANCOUVER (the “City”)
FROM: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER) (the “Board”), on behalf of CITY OF VANCOUVER
RE: 215 West 1st Avenue, Vancouver, British Columbia and as legally described in Schedule A (the “Property”)

WHEREAS:

- A. The City is the registered and beneficial owner of the Property;
- B. By way of a ground lease made effective as of May 1, 2022 between the City, as lessor, and the Board, as lessee, and registered against title to the Property in the Land Title Office under registration number CB2720307 (the “**Original Ground Lease**”), the City granted to the Board a ground lease of the Property for a term of ninety-nine (99) years on the terms and conditions set forth in the Original Ground Lease;
- C. The Board and the City amended the terms and conditions of the Original Ground Lease pursuant to an amendment of ground lease (Olympic Village School Site) dated for reference April 30, 2025 between the City, as lessor, and the Board, as lessee, and registered against title to the Property in the Vancouver Land Title Office as a modification of lease under registration number CB2721514 (the “**Modification**”, and together with the Original Ground Lease, the “**Ground Lease**”);
- D. The Board, as lessee of the Property, has applied to rezone the Property; and
- E. As a condition of the City’s approval in principle of the said rezoning application, the Board is required to make arrangements to the satisfaction of the City’s General Manager of Engineering Services and Director of Legal Services for the release of Easement and Indemnity Agreement 117040M (the “**Charge**”) registered against title to the Property in the Vancouver Land Title Office, prior to issuance of an occupancy permit for any new building on the Property.

NOW THEREFORE in consideration of the premises and the sum of \$1.00 now paid by the City to the Board (the receipt and sufficiency of which are hereby acknowledged by the Board), the Board hereby agrees that prior to the issuance by the City of an occupancy permit for any building or other improvement constructed by the Board on the Property, the Board, as lessee of the Property and on behalf of the City as lessor of the Property, will, at its sole cost and expense:

1. prepare and deliver (or cause to be prepared and delivered) to the City a release (the “**Release**”) of the Charge in Land Title Office registrable form for execution by the City, in its capacity as registered and beneficial owner of the Charge;
2. upon receipt of a copy of the Release executed by the City, in its capacity as registered and beneficial owner of the Charge, file the Release for registration in the Land Title Office; and
3. provide confirmation in writing to the City upon full registration of the Release in the Land Title Office.

DATED: _____, 2026.

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 39 (VANCOUVER),**
on behalf of,
CITY OF VANCOUVER

Per:

Authorized Signatory

SCHEDULE A
LEGAL DESCRIPTION

PID	Legal Description
026-979-781	LOT 328 FALSE CREEK PLAN BCP28525

June 17, 2026

TO: Board of Education

FROM: Helen McGregor, Superintendent

RE: Process for Review and Update of the Education Plan and Policy 1 – Foundational Statements

The recommended actions will result in the creation of a new strategic plan with the conclusion of the current Education Plan.

INTRODUCTION

This report contains a recommendation.

BACKGROUND

Boards of education and school districts are expected to develop multi-year strategic plans that guide operations over several years and illustrate a clear focus on improving student learning outcomes. The strategic plan, alongside the [Framework for Enhancing Student Learning \(FESL\)](#) report provide the north star for a school district. From this flows alignment across the District with the financial planning processes, school and operational plans.

Strategic planning and directions are a critical element of the governance of a school district.

VSB's current [Education Plan](#) guides the District's work through 2026 and is embedded in [Policy 1 – Foundational Statements](#). Policy 1 includes the values statement, equity statement, and the Board's goals and objectives.

VSB's Education Plan was developed with the support of a contracted facilitator with input from inherent rights holders, students, families, staff, and stakeholders through 2021 and adopted by the Board in 2022. The plan was rolled out in fall 2022, just prior to the current Board being elected. As a result, the current Board did not have the opportunity to participate fully in the development of the current plan while being accountable to advance it's goals and objectives. Staff recommend that a newly elected Board should have the opportunity to help shape the District's strategic direction early in its term, as this supports stronger alignment between Board priorities, district planning, and implementation.

The current Education Plan will remain in place through the 2026/27 school year while an updated plan is developed for implementation beginning in the 2027/28 school year.

As the current plan approaches the end of its term, the Board must determine an appropriate process to review the current plan and develop the next strategic plan and related updates to Policy 1.

The timing of this work must also take into account the trustee elections. The next general local election, including school trustee elections, will be held on October 17, 2026. The election pre-campaign period begins on July 20, 2026, the nomination period runs from September 1 to September 11, 2026, and the campaign period begins on September 19, 2026.

PROCESS FOR REVIEW OF THE EXISTING PLAN

At the November 12, 2025, Policy and Governance Committee meeting, participants engaged in small-group discussion regarding the process for reviewing and updating Policy 1 – Foundational Statements.

Feedback from that discussion emphasized the importance of gathering diverse perspectives through accessible and inclusive methods, including surveys, focus groups and targeted outreach. Participants highlighted the need to intentionally include voices that are often underrepresented in formal engagement processes, including marginalized communities, and to ensure that the review is informed by lived experience and current best practices.

Consistent with that feedback, staff recommend a phased process for the review and update of VSB’s strategic plan and Policy 1. Before the 2026 trustee election, staff would focus on evidence gathering, internal engagement and development of a detailed engagement plan. This would include review of the current Education Plan, analysis of available district evidence, and planning for a broader post-election engagement process. The current Education Plan remains embedded in Policy 1 and continues to guide the District’s work through 2026.

Following the October 17, 2026, trustee election, the incoming Board will receive a summary of the findings to date and consider the proposed engagement plan. The engagement plan would then be refined as needed and brought forward to the Board for approval, after which broader engagement with students, families, staff, inherent rights holders and stakeholders would begin. This approach supports meaningful participation, avoids public engagement during the summer and election period, and ensures the incoming Board has a clear role in guiding the next stage of the review and update process of the strategic plan.

RECOMMENDATION

THAT the Board approve the process and timeline for the review and update of the VSB Strategic Plan and Policy 1 – Foundational Statements, as outlined in this report; and

THAT the Board direct the superintendent to undertake evidence gathering, internal engagement and planning for engagement in 2026, with final recommendations being brought to the Board following the 2026 trustee election.

June 17, 2026

TO: Board of Education

FROM: Flavia Coughlan, Secretary Treasurer | CFO

RE: Trustee Remuneration

Reference to Education Plan

GOAL: Goal 2: The Vancouver School Board will increase equity by...

- OBJECTIVE:**
- Improving stewardship of the district’s resources by focusing on effectiveness, efficiency, and sustainability.

INTRODUCTION

[Policy 6 – Trustee Remuneration and Expenses](#) was approved by the Board on May 27, 2026. The policy requires that trustee remuneration be determined for the Board term commencing after the 2026 General Local Elections which will be held on October 17, 2026.

BACKGROUND

Pursuant to Section 71 of the *School Act*, a board of education may authorize annual remuneration for the Board Chair, Vice-Chair, and other trustees. On May 27, 2026, the Board adopted Policy 6: Trustee Remuneration and Expenses. The adoption of Policy 6: Trustee Remuneration and Expenses created a mechanism for determining trustee remuneration through a benchmarking process.

The policy requires that during the last year of each Board term, the Board shall conduct a formal review of trustee remuneration. As part of the review, trustee remuneration shall be benchmarked against comparable large urban school districts in British Columbia.

The policy further directs that for the purposes of establishing remuneration the base trustee remuneration shall be determined as the average of trustee remuneration in the selected comparator school districts, rounded to the nearest hundred. The comparator group is outlined in Policy 6 Appendix A.

Trustee remuneration data collected by BCSTA in March 2026 for the comparator group is included in the table below. This does not reflect any trustee remuneration reviews undertaken by school districts where the remuneration changes have been implemented after March 2026.

Board of Education	Student Enrolment 2025-2026	Trustee Remuneration
Abbotsford	20,668	\$ 34,688
Burnaby	28,468	\$ 34,202
Coquitlam	34,053	\$ 69,740
Langley	26,552	\$ 34,449
Richmond	23,422	\$ 33,064
Surrey	81,047	\$ 48,010
Vancouver	52,260	\$ 37,215
AVERAGE		\$ 41,624

Based on this review the remuneration for trustees is to be set at **\$41,600**.

Policy 6, further requires that in recognition of the additional responsibilities, leadership obligations, and complexity of the roles:

- The Chair's remuneration shall be set at 30% higher than the base trustee remuneration, rounded to the nearest hundred; and
- The Vice-Chair's remuneration shall be set at 15% higher than the base trustee remuneration, rounded to the nearest hundred.

Based on this, the remuneration for the Board Chair is to be set at **\$54,100** and the remuneration for the Board Vice-Chair is to be set at **\$47,800**.

The Board must approve these remuneration amounts by motion. The new remuneration starts in the next Board term. It does not start during the current term.

From 2027 to 2030, trustee remuneration will change each year on September 1. The change will follow the yearly change in the Vancouver Consumer Price Index (CPI). The amount will be rounded to the nearest hundred dollars.

The next review of trustee pay will be done in 2030, during the last year of the Board term.

RECOMMENDATION

That the Board approve the following remuneration levels effective November 1, 2026:

- **Board Chair: \$54,100**
- **Board Vice-Chair: \$47,800**
- **Trustees: \$41,600**

STUDENT TRUSTEE REPORT

Date of Meeting: June 17, 2026

Student Trustee: Freddie Zhang

Tonight, I am presenting my final report of the 2025–2026 school year.

This month was, in many ways, a celebration of student voice across the District. Through the VDSC Arts Gala, students shared their creativity in an online gallery open to district-wide student voting until June 12th. From visual art to poetry and performance, we opened entries to the widest range of mediums to date, and it was powerful to see how many different stories and perspectives students chose to share. We recognized three winners, but more importantly, the Gala reflected the depth of talent across our schools.

That same spirit carried into the Student Leadership Fund Celebration on June 11th. Students from elementary and secondary schools gathered at the Ed Centre to discuss their projects. They shared not just what they did, but what they learned along the way. Hearing students speak about their work, it was clear how much it mattered to them and how much they had grown through the experience. Many shared that the funding made their ideas possible in the first place. We are deeply grateful for the Board's continued support of the Fund, and the insights gathered at the showcase will directly shape how we continue to improve the processes for student involvement in this initiative. Student leadership across the District is thriving!

As we come to the end of the year, VDSC will hold its final General Meeting on June 16th, where we will reflect on what we've learned and what we want to carry forward into 2026-2027.

To end off my final report this year, I would like to take this opportunity to express my sincere gratitude. This term has taught me lessons that I could not learn anywhere else. It has been my absolute honour to sit at this table and represent over 50,000 students across the District, and I am incredibly proud of the work that we have done as a council to engage more students this year and fulfil our role as a stakeholder group that truly represents student voices.

I have learned so much this term: that advocacy comes in many forms beyond formal policy, including education, systems change, and relationship-building to advance shared priorities; that student perspectives can not only be considered in decision-making but truly make an impact; and that representation is more than having a seat at the table: it is about building systems to uplift underrepresented voices. I saw all of this come to life in the work we did together this term, from advocacy on mental health and supports for students, to our budget advocacy on important student issues such as AI learning, washroom facilities, and STEM resources, to most of all, the many student voices we were able to uplift along the way - and I could not be more proud.

None of this would have been possible without support from so many people. Thank you to my VDSC Senior Executive team for inspiring me with the genuine passion you all have for amplifying student voice, for supporting me through times both easier and hard, and for all the laughs we've shared along the way - I will truly miss you all, and I am so proud to see you graduate this year and continue in each of your post-secondary journeys. Thank you to Trish, Lisa, and Pedro for your endless patience and unconditional support; none of VDSC's advocacy would be possible without you, and words cannot express my gratitude for all that you do. And to the students across the District - the greatest happiness I have had this past year has been hearing from you, and I am so grateful for every conversation, every concern shared, and every success celebrated together. Lastly, thank you to the Board for believing in student voice, and for showing me the depth of care you hold for students - care so sincere that this body routinely stays up late debating issues that truly matter. One of the most meaningful parts of my role has been carrying that care back to students and helping them see that the people in this room are truly in their corner.

I am deeply honoured to have been entrusted with the opportunity to continue serving students for a second term - carrying forward everything this year has taught me, standing as a source of continuity for our team, and bringing with me a renewed commitment to reaching every corner of this District, listening to every school, and ensuring that the creativity, resilience, and voices of students across Vancouver continue to shape the decisions made at this table.

Thank you.

LIAISON TRUSTEE REPORT

Name of Committee/Organization: City of Vancouver Youth, Children, and Family Advisory Committee

Liaison Trustee: Suzie Mah

Date of Meeting: May 28, 2026

Topics Discussed Most Relevant to the VSB: Responsible A.I. Education Motion to City Council

Committee / Organization Actions:

Motion 2 - Responsible AI Education

WHEREAS

1. Youth will be among the first to live and lead in a world fundamentally transformed by artificial intelligence (AI), affecting every facet of their education, careers, and daily lives;
2. Vancouver is a major hub for AI research, innovation, and talent, with a responsibility to ensure its youth are equipped to navigate this landscape safely and critically;
3. Youth are increasingly interacting with AI-powered tools without a full understanding of the associated risks, including algorithmic bias, data privacy concerns, misinformation, online exploitation, environmental harms, and impacts on employment and job security;
4. Equipping young people with the skills to recognize, question, and respond to these risks is essential to their safety, well-being, and digital citizenship;
5. Intergenerational conversations about AI - between youth, parents, caregivers, elders, and educators - are essential to building shared understanding and ensuring young people are supported by trusted adults who are learning alongside them; and
6. Responsible AI education for youth aligns with Vibrant Vancouver strategic priorities #3 (supporting business) and #6 (climate emergency).

THEREFORE, BE IT RESOLVED THAT the Children, Youth, and Families Advisory Committee request information from its liaisons on existing initiatives, programs, and partnerships related to responsible AI education for youth and families in order to identify gaps and opportunities for further action, and report back to the Committee at the July 23, 2026, regular meeting.

June 17, 2026

TO: Board of Education

FROM: Flavia Coughlan, Secretary Treasurer | CFO

RE: School District No. 39 (Vancouver) Trustee Elections Bylaw No. 6

*Reference to
Education Plan*

GOAL: Goal 2: The Vancouver School Board will increase equity by...

OBJECTIVE:

- Improving stewardship of the district's resources by focusing on effectiveness, efficiency, and sustainability.

INTRODUCTION

The report contains a recommendation for the Board to adopt School District No. 39 (Vancouver) Trustee Elections Bylaw No. 6 (Attachment A).

BACKGROUND

The *School Act* requires the Board to adopt a bylaw establishing procedures for trustee elections. The proposed School District No. 39 (Vancouver) Trustee Elections Bylaw No. 6 replaces School District No. 39 Trustee Elections Bylaw No. 5 adopted on July 4, 2018 (Attachment B), and updates the Board's election bylaw to reflect current legislation and alignment with the City of Vancouver Elections bylaw.

The draft bylaw was developed based on advice from the BC School Trustees Association (BCSTA), refined by legal counsel to reflect the Vancouver context and shared with the City of Vancouver staff for review.

RECOMMENDATION

- (1) That the School District No. 39 (Vancouver) Trustee Elections Bylaw No. 6 be given three readings at this meeting. (VOTE MUST BE UNANIMOUS)**
- (2) That the School District No. 39 (Vancouver) Trustee Elections Bylaw No. 6 be:**
 - Read a first time the 17th day of June, 2026;**
 - Read a second time the 17th day of June, 2026;**
 - Read a third and final time, passed and adopted 17th day of June, 2026.**

Attachments:

- School District No. 39 (Vancouver) Trustee Elections Bylaw No. 6
- School District No. 39 Trustee Elections Bylaw No. 5

TRUSTEE ELECTIONS BYLAW NO. 6

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER)

A bylaw to establish procedures for the conduct of trustee elections.

The Board of Education of School District No. 39 (Vancouver) wishes to establish procedures for the conduct of trustee elections.

The Board of Education of School District No. 39 (Vancouver) therefore enacts as follows:

1. Scope of Bylaw

This bylaw applies to both general elections and by-elections, except as otherwise indicated.

2. Trustee Electoral Area

In School District No. 39 (Vancouver) trustees are elected at large. School District No. 39 (Vancouver) comprises one (1) trustee electoral area.

3. Definitions

The terms used in this bylaw shall have the meanings assigned by the *School Act*, the *Vancouver Charter*, and the *Local Elections Campaign Financing Act*, except if the context requires otherwise.

“Board” means the Board of Education of School District No. 39 (Vancouver);

“Chief Election Officer” means the person appointed to perform the duties of chief election officer as set out in the *School Act*, *Vancouver Charter* and *Local Elections Campaign Financing Act*.

“City” means the City of Vancouver;

“Minister” means the Minister of Education and Child Care.

“School District” means School District No. 39 (Vancouver).

4. Voters List

The most current available Provincial list of voters prepared under the Election Act is the register of resident electors effective 52 days before any election to which this bylaw applies.

5. Application of Local Government Bylaws

If the City conducts all or part of the trustee election, the election bylaws of the City, as they may be amended from time to time, apply to that trustee election or part of trustee election conducted by the City, except for those sections of the City’s election bylaw determining the minimum number of nominators, the order of names on the ballot, the resolution of tie votes after judicial recount, requiring a nomination deposit, or any other matter on which the local government bylaw may not by law apply to a trustee election.

6. Required Advance Voting Opportunities

- a. Unless the Board is exempted from the requirement by Order of the Minister, an advance voting opportunity will be held on the tenth day before general voting day.
- b. Unless the Board is exempted from the requirement by Order of the Minister, an additional advance voting opportunity will be held on the date set out in the election bylaw of the City in respect of any election or part of an election conducted on behalf of the Board by the City, and if no such date is provided or the election is conducted by the Board, then the fourth day before general voting day, unless the fourth day before general voting day is a holiday in which case it shall be the first day immediately prior to the fourth day before general voting day which is not a holiday.

7. Additional Advance Voting Opportunities

The Chief Election Officer may establish dates for additional advance voting opportunities for each trustee election and may designate the voting places and the voting hours for such voting opportunities.

8. Additional General Voting Opportunities

The Chief Election Officer is authorized to establish additional general voting opportunities for general voting day for each election and to designate the voting places and voting hours for such voting opportunities, within the limits set out in the *Vancouver Charter*.

9. Order of Names on the Ballot

The order of names of candidates on the ballot will be determined by lot.

10. Resolution of Tie Vote after Judicial Recount

In the event of a tie vote after a judicial recount, the tie vote will be resolved by lot in accordance with section 113 of the *Vancouver Charter*.

11. Nomination Deposit

A nomination for the office of school trustee must be accompanied by a deposit in the amount of \$100.

12. Number of Nominators

The minimum numbers of qualified nominators for a trustee candidate is 25.

13. Public Access to Nomination Documents and Campaign Financing Disclosure

- a. Public access to nomination documents of trustee candidates is provided by the City, in accordance with the election bylaws of the City and the *Vancouver Charter* in respect of any election or part of an election conducted on behalf of the Board by the City.

- b. In the event that the Board conducts all or part of an election, the Board authorizes public access to nomination documents of the trustee candidates during the regular office hours at the Board’s office from the time the nomination documents are delivered until 30 days after declaration of the election results;
- c. The Board will make available to the public by website access, without charge, the disclosure statements or supplementary reports required to be made available by the BC chief electoral officer on an Elections BC authorized website, other than:
 - i. a mailing address or residential address of a significant contributor, or
 - ii. a telephone number, mailing address, or residential address of a candidate,until 5 years after general voting day for the election to which the trustee’s disclosure statements and supplementary reports relate.
- d. The Board will, on request, provide a copy or other record of trustee candidates’ disclosure statements and supplementary reports for as long as they are required to be available to the public under section 13(c), for a fee of fifty (50) cents per page.
- e. Before providing the services under section 13(b) or 13(d), other than to a Board officer or employee acting in the course of their duties, the Board may require the person requesting the service to:
 - i. satisfy to a Board official that any purpose for which personal information is to be used is permitted by the *Vancouver Charter* and section 63 of the *Local Elections Campaign Financing Act*, and
 - ii. provide a signed statement that the individual and, if applicable, any individual or organization on whose behalf the first individual is accessing, inspecting or obtaining the copy or other record will not use the information included in the copy or other record except for a purpose permitted under the *Vancouver Charter* and the *Local Elections Campaign Financing Act*.

14. Title

This bylaw may be cited as “School District No. 39 (Vancouver) Trustee Elections Bylaw No. 6”.

15. Repeal

School District No. 39 Trustee Elections Bylaw No. 5 is repealed.

TRUSTEE ELECTION BYLAW NO. 5

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT #39 (VANCOUVER)

A bylaw to provide for the determination of various procedures for the conduct of general school elections and other trustee elections.

This bylaw supersedes Trustee Elections Bylaw No. 4 adopted August 5, 2014.

Preamble:

Under section 38 of the *School Act*, the Board of Education may enter into an agreement with a local government referred to in section 13 of the *Vancouver Charter*, under which one party to the agreement may conduct an election for the other, or in conjunction with an election of the other, in accordance with the terms of the agreement.

The Board of Education has entered an agreement with the City of Vancouver by which the City will conduct general school and other trustee elections.

The Board of Education wishes to establish various procedures and requirements under the authority of the *School Act* for trustee elections.

The Board of Education therefore enacts as follows:

1. Definitions

The terms used in this bylaw shall have the meanings assigned by the *School Act* and the *Vancouver Charter*, except as the context indicates otherwise.

"Board" or "Board of Education" means the Board of Education of School District No. 39 (Vancouver).

"By-election" means a trustee election to fill a vacancy on the Board in any of the circumstances described in section 36 of the *School Act*.

"Election" means a trustee election.

2. Application

This bylaw applies to both general elections and by-elections unless otherwise indicated.

3. Order of Names on the Ballot

The order of names on the Ballot shall be arranged by lot in accordance with section 79 of the *Vancouver Charter*.

4. Resolution of Tie Votes after Judicial Recount

In the event of a tie vote after a judicial recount, the tie vote will be resolved by lot.

5. Nomination fee

The nomination for the office of trustee must be accompanied by a deposit of the sum of \$100 to be dealt with in accordance with Section 44.1 of the *Vancouver Charter*.

6. Application of City of Vancouver Election By-law

For the purpose of harmonization, the election bylaws of the City of Vancouver (Election Bylaw No. 9070, as amended) will apply to an Election except where the *School Act*, *Vancouver Charter*, or the *Trustee Election Bylaw No.5* stipulate otherwise.

7. Minimum number of nominators

The minimum number of nominators for a candidate for a position of trustee is twenty five.

Read a first, second and third time, finally passed and adopted the 4th day of July, 2018.


Chairperson of the Board


Secretary-Treasurer

I hereby certify this to be a true original of School District No. 39 (Vancouver) Trustee Election Bylaw No. 5.


Secretary-Treasurer