

File No.: 04-1000-20-2017-506

May 7, 2018

s.22(1)

Dear \$.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of December 11, 2017 for:

- A copy of the request(s) made by the City of Vancouver to the development community in Vancouver asking developers to come forward with potential sites for Temporary Modular Housing (as stated in para. 13 of the aff. #1 of Luke Harrison filed December 1, 2017 in action number S1711172); and
- All records, including correspondence created and/or received by the City of Vancouver, regarding Onni's offer to provide its property at Heather Street and West 59th Avenue as a potential site for Temporary Modular Housing. Including the negotiation of the actual License Agreement once Onni was amendable to putting its land forward.

Date Range: December 1, 2016 to December 11, 2017

The Affordable Housing Department and Development and Real Estate Department do not have any records related to part one of your request, and believe the original communication was a verbal request to landholders.

All responsive records are attached relating to part two of your request. Some information in the records has been severed, (blacked out), under s.13(1), s.14, and s.22(1) of the Act. You can read or download this section here:

http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

Please note, due to some overlap in the records, the City has also included a recent FOI release package which will be publicly posted in June at http://vancouver.ca/your-government/information-released-through-foi-requests-this-year.aspx

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the

Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2017-506); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at <u>foi@vancouver.ca</u> if you have any questions.

Yours truly,

Barbara J. Van Fraassen, BA

Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca 453 W. 12th Avenue Vancouver BC V5Y 1V4

Phone: 604.873.7999 Fax: 604.873.7419

Encl.

:cf

From: "Kelley, Gil" < Gil. Kelley@vancouver.ca>

To: "Johnston, Sadhu" <Sadhu.Johnston@vancouver.ca>

Date: 10/16/2017 5:52:15 PM

Subject: Fwd: Modular Housing Licensing Agreement

FYI.

Please excuse any typos Sent from my iPhone

Begin forwarded message:

From: Chris Evans < cevans@onni.com > Date: October 16, 2017 at 5:54:46 PM PDT To: "Kelley, Gil" < Gil.Kelley@vancouver.ca >

Subject: Re: Modular Housing Licensing Agreement

Hi Gil

We Agreement back today and Heidi advised that she would review tonight and get back to us on last changes.

Which I think were very minor.

I said to Sadhu over the weekend that it was our intention to have it signed or at least agreed to tomorrow.

I one question I had for Law was on that they were waiting on instructions for some of the agreements but I wasn't sure who. Any push on this would be great.

Chris Evans
cevans@onni.com
604 3199121

On Oct 16, 2017, at 5:30 PM, Kelley, Gil < Gil.Kelley@vancouver.ca > wrote:

Hi Chris,

I have a 8:00 meeting w Sadhu and the internal team tomorrow morning. Just checking to see if you are at a point of comfort/ready to sign the TMH Agreement. I think Law has communicated as much as we can right now in timing of the Enactment and DP/BP for the Presentation Centre.

Let me know where you are.

Thanks.

Gil

Please excuse any typos Sent from my iPhone From: "Kelley, Gil" < Gil. Kelley@vancouver.ca>

To: "Johnston, Sadhu" < Sadhu. Johnston@vancouver.ca>

Date: 9/27/2017 1:04:55 PM

Subject: Fwd: Schedule

FYI

Sent from my iPhone

Begin forwarded message:

From: Chris Evans < cevans@onni.com >

Date: September 27, 2017 at 1:31:44 PM PDT To: "Kelley, Gil" < Gil. Kelley@vancouver.ca >

Subject: Re: Schedule

Thanks for this Gil.

We should have comments on agreement today.

Chris Evans
cevans@onni.com
604 3199121

On Sep 27, 2017, at 1:13 PM, Kelley, Gil < Gil.Kelley@vancouver.ca > wrote:

Hi Chris,

I think we are in general alignment on the schedule you proposed in your recent email, with minor variations. Susan will be following up with a separate email in advance of our conference call tomorrow. The City is hoping we can take the next step on locking down an agreement on TMH.

Gil

Sent from my iPhone

From: "Haid, Susan" <Susan.Haid@vancouver.ca>

To: "Chris Evans" < cevans@onni.com>

"Jamie Vaughan" < iyaughan@onni.com>

Date: 9/27/2017 2:54:49 PM

Subject: Pearson Dogwood and Temporary Modular Housing Potential

Hi Chris and Jamie,

I hope you're well. We look forward to our phone call tomorrow at 10:30 am to discuss your request re: timeline for permits on Pearson Dogwood. We're keen to work with you to help advance our Housing First/ temporary modular housing initiative.

I've checked with Lisa King, Project Facilitator on permit process timelines and she has commented below which is generally in keeping with your request. There are a number of follow up questions we can clarify and discuss tomorrow.

Thanks, Susan

Susan Haid MCIP, CSLA, RPP

Assistant Director of Planning – Vancouver South Division

Planning, Urban Design and Sustainability

City of Vancouver Ph: 604.871.6431 e: susan.haid@vancouver.ca



From: King, Lisa (DBL)

Sent: Tuesday, September 26, 2017 2:01 PM

To: Haid, Susan

Cc: Molaro, Anita; Autiero, David; Greer, John

Subject: RE: Temporary Modular Housing - License Agreement

Hi Susan,

Please see my comments below:

- 1. Enactment April 2018 Jamie Vaughn previously advised me that Onni was targeting September 2018 for enactment. Law has begun drafting agreements for staff review.
- 2. Phase 1 Parcel A (southeast corner) DP Prior to April 2018 No application at this time. Target submission in October which would mean a DP Board date of Feb/March.
- 3. Phase 1 Parcel C (VCH parcel on 57th) DP Prior to June 2018 No application at this time. Typically 16 weeks to DP Board for decision.
- 4. Phase 1 Parcel E (6 story on 59th closest to Cambie) No pre-application discussions on this Parcel at this time. (SH addition: Please advise on anticipated timing of pre-application submission).
- 5. Sales Centre DP/BP October 15th, 2107 Issuance Application submitted September 8, 2017. DoP decision in mid-November. (*SH addition: Enactment typically required prior to opening sales centre. Need to discuss further*)

If you have any questions, please let me know.

Lisa

From: "Johnston, Sadhu" < Sadhu.Johnston@vancouver.ca>

Date: September 25, 2017 at 3:49:06 PM PDT

To: "Kelley, Gil" < Gil.Kelley@vancouver.ca > Cc: "Haid, Susan" < Susan.Haid@vancouver.ca >

Subject: Fwd: Temporary Modular Housing - License Agreement

Pls respond to his email with your timing.

S

Sadhu johnston City Manager City of Vancouver O: (604) 873 7627

Begin forwarded message:

From: "Kelley, Gil" < Gil.Kelley@vancouver.ca > Date: September 18, 2017 at 9:56:19 PM PDT

To: "Johnston, Sadhu" < Sadhu.Johnston@vancouver.ca, Chris Evans < cevans@onni.com

Subject: RE: Temporary Modular Housing - License Agreement

Will do.

From: Johnston, Sadhu

Sent: September 18, 2017 6:22 PM

To: Chris Evans **Cc:** Kelley, Gil

Subject: Re: Temporary Modular Housing - License Agreement

Gil,

Can you review and work with Chris on timing of enactment? Thanks Sadhu

Sadhu johnston City Manager City of Vancouver O: (604) 873 7627

On Sep 18, 2017, at 4:31 PM, Chris Evans < cevans@onni.com > wrote:

Sadhu,

Good to see you today.

I received this email on the temp housing and wanted to follow up on my email which I have copied below on proposed "work to" dates for processing on the first few phases of our project. I now you were concerned about the Enactment date and we are comfortable to tackle that one with no date but was hoping to get some commitment to the DP dates on the others. (both of the first phases have significant Social Housing components)

Not sure where things stand on this but was hoping for some agreement as we move forward with the Hosing Project on our site.

Thanks in advance.

Chris

From: Chris Evans < cevans@onni.com > Date: Friday, August 18, 2017 at 8:52 AM

To: Sadhu Johnston < sadhu.johnston@vancouver.ca>

Subject: FW: HF-TM - Site requirements - Briefing Note -ONNI

Sadhu

Please see attached the plan that shows the ability to land two parcels for buildings on the southwest corner.

There will be a bit of heavy lifting on our part with VCH and a couple other issues to manage. Trees, Telus, Residents but I think there is a path forward.

Below is what we propose as a schedule that we are requesting the City agree to work towards on the project.

- 1. Enactment April 2018
- Phase 1 Parcel A (southeast corner) DP Prior to April 2018
- Phase 1 Parcel C (VCH parcel on 57th) DP Prior to June 2018
- Phase 1 Parcel E (6 story on 59th closest to Cambie)
- Sales Centre DP/BP October 15th, 2107 Issuance

I am in town all next week and we would be happy to come and discuss the details with you and your team.

Have a good weekend.

Chris

From: "Morales, Esfer" < esfer.morales@vancouver.ca > on behalf of Abi Bond

Abigail.Bond@vancouver.ca

Date: Monday, September 18, 2017 at 3:54 PM

To: Chris Evans < cevans@onni.com>

Cc: Jerry Evans < <u>ierry.evans@vancouver.ca</u>>, "Harrison, Luke (VAHA)" < <u>Luke.Harrison@vaha.ca</u>>,

"Gilbertson, Kenneth (VAHA)" < kenneth.Gilbertson@vaha.ca, "Jimenez, Liza"

< <u>liza.jimenez@vancouver.ca</u>>, "Williams, David (VAHA)" < <u>David.Williams@vaha.ca</u>>, Armin Amrolia

<aamrolia@bchousing.org>, Raymond Kwong <<u>rkwong@bchousing.org</u>>, "Granger, Heidi"

< Heidi. Granger@vancouver.ca>

Subject: Temporary Modular Housing - License Agreement

Hi Chris,

Please find attached Temporary Modular Housing - License Agreement for your review and comment.

Jerry Evans, Director of Real Estate Services would be your prime City contact for follow-up \$22(1)

t – Temporary Modular or

We would like to thank you for your willingness to consider our proposals for Housing First – Temporary Modular on your land.

Regards,

<Temporary Modular Housing (00794440-8xD3527).docx>

From: "Bond, Abigail" < Abigail. Bond@vancouver.ca>

To: "Johnston, Sadhu" <Sadhu.Johnston@vancouver.ca>

Date: 8/21/2017 11:21:24 AM

Subject: RE: HF-TM - Site requirements - Briefing Note -ONNI

s.13(1)

From: Johnston, Sadhu

Sent: Monday, August 21, 2017 12:09 PM

To: Bond, Abigail

Subject: FW: HF-TM - Site requirements - Briefing Note -ONNI

From: Chris Evans [mailto:cevans@onni.com]
Sent: Friday, August 18, 2017 8:52 AM

To: Johnston, Sadhu

Subject: FW: HF-TM - Site requirements - Briefing Note -ONNI

Sadhu

Please see attached the plan that shows the ability to land two parcels for buildings on the southwest corner.

There will be a bit of heavy lifting on our part with VCH and a couple other issues to manage. Trees, Telus, Residents but I think there is a path forward.

Below is what we propose as a schedule that we are requesting the City agree to work towards on the project.

- 1. Enactment April 2018
- 2. Phase 1 Parcel A (southeast corner) DP Prior to April 2018
- 3. Phase 1 Parcel C (VCH parcel on 57th) DP Prior to June 2018
- 4. Phase 1 Parcel E (6 story on 59th closest to Cambie)
- 5. Sales Centre DP/BP October 15th, 2107 Issuance

I am in town all next week and we would be happy to come and discuss the details with you and your team.

Have a good weekend.

Chris

From: "Llewellyn-Thomas, Kathleen" < Kathleen.Llewellyn-Thomas@vancouver.ca>

To: "Swain, Katie" < katie.swain@vancouver.ca>

"Johnston, Sadhu" <Sadhu.Johnston@vancouver.ca>

"Bond, Abigail" < Abigail. Bond@vancouver.ca>

"Harrison, Luke \(VAHA\)" < Luke. Harrison@vaha.ca>

"Kelley, Gil" < Gil. Kelley@vancouver.ca>

"Pickard, Gail" <Gail.Pickard@vancouver.ca>

"Whitty, Ethel" <ethel.whitty@vancouver.ca>

Date: 8/15/2017 6:15:12 PM Subject: RE: modular update

Hi Katie,

I am not able to attend the meeting being planned for Thursday . Please include Abi Bond, who is Acting for me while I am away, and Ethel Whitty who is negotiating the tenanting plan with BCH.

Kathleen Llewellyn-Thomas, P. Eng.

General Manager Community Services 604.871.6858 (o) 604.353.1857 (c)

Preferred pronouns: she, her, hers, herself

From: Johnston, Sadhu

Sent: Tuesday, August 15, 2017 1:05 PM

To: Bond, Abigail; Llewellyn-Thomas, Kathleen; Harrison, Luke (VAHA); Kelley, Gil; Pickard, Gail

Cc: Swain, Katie

Subject: modular update

Hi folks-

I'm going to convene a meeting for all of us on Thursday to go over our current status.

Thanks

Sadhu

Sadhu Aufochs Johnston | City Manager City of Vancouver | 453 W 12th Avenue Vancouver | BC V5Y 1V4 604.873.7627 | Sadhu.johnston@vancouver.ca

Twitter: sadhuajohnston



From: "Bond, Abigail" < Abigail. Bond@vancouver.ca>

To: "Johnston, Sadhu" <Sadhu.Johnston@vancouver.ca>

"Kelley, Gil" < Gil. Kelley@vancouver.ca>

Date: 8/10/2017 12:17:43 PM Subject: RE: Onni and Modular

Thanks VAHA have provided the info and we are pulling it into a note this afternoon. Do you want us to send that back through you or go direct to Chris?

From: Johnston, Sadhu

Sent: Thursday, August 10, 2017 12:55 PM **To:** Kelley, Gil; Llewellyn-Thomas, Kathleen

Cc: Bond, Abigail; Zak, MaryClare; Harrison, Luke (VAHA); Gilbertson, Kenneth (VAHA)

Subject: RE: Onni and Modular

He said he'd recommend locations if we can give him the space requirements.

s.13(1)

s.

Sadhu Aufochs Johnston | City Manager City of Vancouver | 453 W 12th Avenue Vancouver | BC V5Y 1V4

604.873.7627 | Sadhu.johnston@vancouver.ca

Twitter: sadhuajohnston



From: Kelley, Gil

Sent: Thursday, August 10, 2017 12:44 PM

To: Llewellyn-Thomas, Kathleen

Cc: Johnston, Sadhu; Bond, Abigail; Zak, MaryClare; Harrison, Luke (VAHA); Gilbertson, Kenneth (VAHA)

Subject: Re: Onni and Modular

Susan Haid and Michelle McGuire have info on the site location and area.

Sent from my iPhone

On Aug 10, 2017, at 10:24 AM, Llewellyn-Thomas, Kathleen < Kathleen.Llewellyn-Thomas@vancouver.ca> wrote:

This is great.

Abi is the Coordinator of this project so I am asking her to develop the Note for you.

Copying in MaryClare who is Acting for me while I am away today and tomorrow.

Kathleen

Kathleen Llewellyn-Thomas, P. Eng.

General Manager Community Services 604.871.6858 (o) 604.353.1857 (c)

(Sent by iPhone)

On Aug 10, 2017, at 9:17 AM, Johnston, Sadhu <<u>Sadhu.Johnston@vancouver.ca</u>> wrote:

Hi-

I spoke to Chris Evans. He is willing to consider placing modular on the development site. He asked for the site size requirements. As we get a dirt site in the future, he suggested that we even consider placing on the future city site. Can someone pull together a high level summary of what we need that I can send to him? I presume we would ask for one modular unit there, but if we can find space for two we should go with that...

Thanks Sadhu

Sadhu Aufochs Johnston | City Manager City of Vancouver | 453 W 12th Avenue Vancouver | BC V5Y 1V4 604.873.7627 | Sadhu.johnston@vancouver.ca

Twitter: sadhuaiohnston

Twitter: sadhuajohnston

<image001.jpg>

<image001.jpg>

From: "Kelley, Gil" < Gil. Kelley@vancouver.ca>

To: "Johnston, Sadhu" <Sadhu.Johnston@vancouver.ca>

"Chris Evans" <cevans@onni.com>

Date: 9/18/2017 8:56:19 PM

Subject: RE: Temporary Modular Housing - License Agreement

Will do.

From: Johnston, Sadhu

Sent: September 18, 2017 6:22 PM

To: Chris Evans **Cc:** Kelley, Gil

Subject: Re: Temporary Modular Housing - License Agreement

Gil.

Can you review and work with Chris on timing of enactment?

Thanks Sadhu

Sadhu johnston City Manager City of Vancouver O: (604) 873 7627

On Sep 18, 2017, at 4:31 PM, Chris Evans < cevans@onni.com > wrote:

Sadhu,

Good to see you today.

I received this email on the temp housing and wanted to follow up on my email which I have copied below on proposed "work to" dates for processing on the first few phases of our project. I now you were concerned about the Enactment date and we are comfortable to tackle that one with no date but was hoping to get some commitment to the DP dates on the others. (both of the first phases have significant Social Housing components)

Not sure where things stand on this but was hoping for some agreement as we move forward with the Hosing Project on our site.

Thanks in advance.

Chris

From: Chris Evans < cevans@onni.com > Date: Friday, August 18, 2017 at 8:52 AM

To: Sadhu Johnston < sadhu.johnston@vancouver.ca>

Subject: FW: HF-TM - Site requirements - Briefing Note -ONNI

Sadhu

Please see attached the plan that shows the ability to land two parcels for buildings on the southwest corner.

There will be a bit of heavy lifting on our part with VCH and a couple other issues to manage. Trees, Telus, Residents but I think there is a path forward.

Below is what we propose as a schedule that we are requesting the City agree to work towards on the project.

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- Sales Centre DP/BP October 15th, 2107 Issuance

I am in town all next week and we would be happy to come and discuss the details with you and your team.

Have a good weekend.

Chris

From: "Morales, Esfer" < esfer.morales@vancouver.ca> on behalf of Abi Bond

<a href="mailto:Abigail.Bond@vancouver.ca>

Date: Monday, September 18, 2017 at 3:54 PM

To: Chris Evans < cevans@onni.com >

Cc: Jerry Evans < <u>jerry.evans@vancouver.ca</u>>, "Harrison, Luke (VAHA)" < <u>Luke.Harrison@vaha.ca</u>>,

"Gilbertson, Kenneth (VAHA)" < kenneth.Gilbertson@vaha.ca, "Jimenez, Liza"

< liza.jimenez@vancouver.ca >, "Williams, David (VAHA)" < David.Williams@vaha.ca >, Armin Amrolia

<aamrolia@bchousing.org>, Raymond Kwong <<u>rkwong@bchousing.org</u>>, "Granger, Heidi"

< Heidi. Granger@vancouver.ca>

Subject: Temporary Modular Housing - License Agreement

Hi Chris,

Please find attached Temporary Modular Housing - License Agreement for your review and comment.

Jerry Evans, Director of Real Estate Services would be your prime City contact for follow-up s.22(1)

We would like to thank you for your willingness to consider our proposals for Housing First – Temporary Modular on your land.

Regards,

Abi Bond

Director, Affordable Housing Projects

<Temporary Modular Housing (00794440-8xD3527).docx>

From: "Kelley, Gil" < Gil. Kelley@vancouver.ca>

To: "Chris Evans" <cevans@onni.com>

Date: 10/13/2017 2:16:32 PM

Subject: Re: TMH Licensing Agreement - ONNI

Chris,

I spoke with Heidi Granger in Law. She will be emailing you this afternoon.

Gil

Please excuse any typos Sent from my iPhone

On Oct 13, 2017, at 9:20 AM, Chris Evans < cevans@onni.com > wrote:

Guys,

Thanks very much for the quick response. I look forward to Law's thoughts on our idea.

Thanks,

Chris

From: Sadhu Johnston < Sadhu.Johnston@vancouver.ca>

Date: Friday, October 13, 2017 at 9:11 AM

To: "Kelley, Gil" < Gil.Kelley@vancouver.ca >, Chris Evans < cevans@onni.com >

Subject: RE: TMH Licensing Agreement - ONNI

Thanks Guys.

Let me know Gil if I need to wade in with law on the resourcing side of things.

S.

Sadhu Aufochs Johnston | City Manager City of Vancouver | 453 W 12th Avenue

Vancouver | BC V5Y 1V4

604.873.7627 | Sadhu.johnston@vancouver.ca

Twitter: sadhuajohnston



From: Kelley, Gil

Sent: Friday, October 13, 2017 8:59 AM

To: Chris Evans **Cc:** Johnston, Sadhu

Subject: Re: TMH Licensing Agreement - ONNI

Chris,

I will check in w Law and see what might be done.

Gil

Please excuse any typos Sent from my iPhone On Oct 13, 2017, at 8:57 AM, Chris Evans < cevans@onni.com > wrote:

Gil/Sadhu,

I wanted to follow up on our recent call where we discussed timing for approvals for Pearson Dogwood. The outcome of the call was that staff felt that our proposed dates are quite workable on the Development Permit front but at the time of the call no one had met with Law to work through timing for Enactment which is required to be able to commence sales.

Since the call Jamie Vaughan from our office spoke with Susan Haid and John Greer and both reiterated that Law was going to be the potential sticking point due to lack of man power.

I am hoping to hear back from Law on a schedule for Enactment. We have proposed moving some of the required legal agreements to the phase 1 Development Permit which John Greer felt like it was worth exploring. A draft email is copied below for what we felt could be the agreements that are moves to DP from Enactment.

I know you guys are both extremely busy but hoping you could review and comment.

Thanks,

Chris

Draft Eamil

In order to achieve Enactment for April 2018 and due to the fact that we've been told that Law doesn't have the manpower to handle all these agreements within this timeline, we propose the following strategy that pushes the non-essential agreements to DP Issuance. This way Law/Onni can focus on the important ones while pushing the other back 4 months. Section 219 Covenants can be registered to ensure these agreements are entered into by Onni.

Agreements that need to be registered prior to Enactment:

Agreements that pertain to CAC:

- Housing
- Skytrain Cash Contribution
- Childcare
- Dirt Site not sure if this is rolled up into the Housing Agreement?
 - Servicing Agreement

Agreements that are attached to Parcel A DP Issuance (Fall 2018):

- Remediation
- Watercourse
- Shared Vehicle
- Low Carbon
- Public Art
- 3.5 acre Park/Farm

From: "Jimenez, Liza" < liza.jimenez@vancouver.ca>

Date: Thursday, October 12, 2017 at 5:18 PM

To: Chris Evans < cevans@onni.com >, Jamie Vaughan < ivaughan@onni.com >

Cc: Abi Bond < Abigail.Bond@vancouver.ca>, "Granger, Heidi" < Heidi.Granger@vancouver.ca>, Armin

Amrolia aamrolia@bchousing.org, "James Forsythe (jforsyth@bchousing.org)"

<iforsyth@bchousing.org>, "Harrison, Luke (VAHA)" < Luke.Harrison@vaha.ca>

Subject: RE: TMH Licensing Agreement - ONNI

Hi Chris,

Just wanted to follow up and ensure you have all the information you need for next steps?

Thanks, Liza

From: Jimenez, Liza

Sent: Wednesday, October 11, 2017 3:07 PM **To:** 'cevans@onni.com'; 'jvaughan@onni.com'

Cc: Bond, Abigail; Granger, Heidi; Armin Amrolia; James Forsythe (jforsyth@bchousing.org); Harrison, Luke

(VAHA)

Subject: TMH Licensing Agreement - ONNI

Hi Chris,

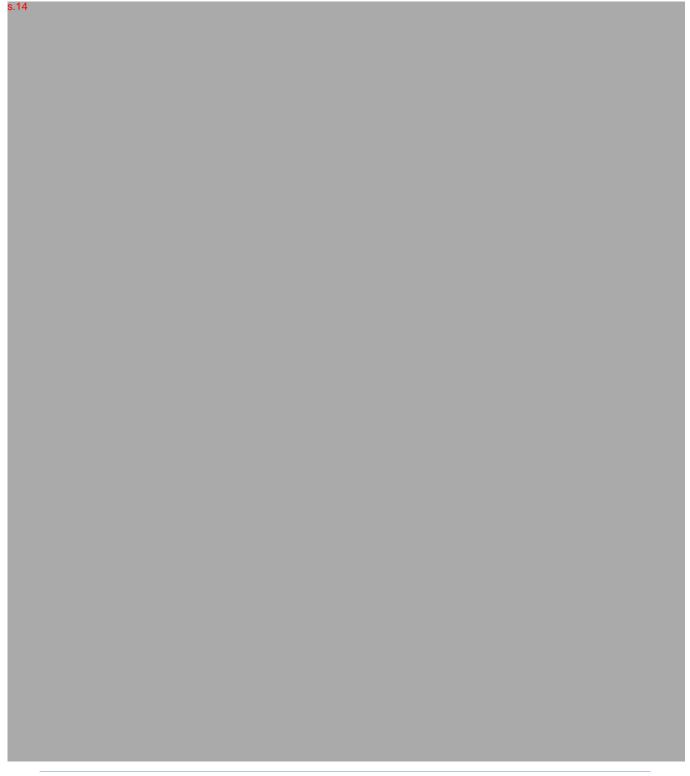
Please find attached a revised Licensing Agreement in response your comments. Please feel free to have your legal counsel contact Heidi Granger directly at: (604) 829-2001/Ext. 82001 and cc'ed here, to discuss any issues.

We look forward to receiving your signatures and moving forward with this valuable and innovative project.

Thanks, Liza

Liza Jimenez Housing Planner Housing Policy & Projects City of Vancouver Woodwards Office T: 604.871.6460

liza.jimenez@vancouver.ca



From: Jamie Vaughan [mailto:jvaughan@onni.com]
Sent: Thursday, October 19, 2017 2:51 PM
To: Granger, Heidi; Chris Jackson; Jimenez, Liza
Cc: Chris Evans; Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Evans, Jerry
Subject: RE: FINAL TMH Licensing Agreement - ONNI

Thanks Heidi. Could you please provide an update on the revised plan as discussed yesterday? I believe you were going to talk to Kenny about this.

Jamie Vaughan ONNI GROUP 300 - 550 Robson Street Vancouver, BC V6B 2B7 T: (604) 637-8426 ONNI.COM



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From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: Thursday, October 19, 2017 2:47 PM

To: Chris Jackson < ciackson@onni.com >; Jimenez, Liza < liza.iimenez@vancouver.ca >

Cc: Chris Evans < cevans@onni.com >; Jamie Vaughan < ivaughan@onni.com >; Michael McAllister

<mrm@murdymcallister.com>; Bond, Abigail Abigail.Bond@vancouver.ca; Gilbertson, Kenneth (VAHA)

< <u>Kenneth.Gilbertson@vaha.ca</u>>; Evans, Jerry < <u>jerry.evans@vancouver.ca</u>>

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Thanks Chris and sorry about that!

I have re-attached,

Heidi

Heidi Granger, Assistant Director – Development and Real Estate City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Chris Jackson [mailto:cjackson@onni.com]
Sent: Thursday, October 19, 2017 2:21 PM

To: Granger, Heidi; Jimenez, Liza

Cc: Chris Evans; Jamie Vaughan; Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Evans, Jerry

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Hi Heidi – the final change is okay. I note the agreement still has the "Draft" watermark. If you can resend with that removed, I will attach a signature page. Also, if we are making that update, can you also change the period (.) at the end of s. 4(i) to a semi-colon (;). [That was my typo from yesterday]. Thanks -

From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: Thursday, October 19, 2017 1:34 PM

To: Chris Jackson <<u>cjackson@onni.com</u>>; Jimenez, Liza <<u>liza.jimenez@vancouver.ca</u>>

Cc: Chris Evans < cevans@onni.com >; Jamie Vaughan < jvaughan@onni.com >; Michael McAllister

<mrm@murdymcallister.com>; Bond, Abigail <<u>Abigail.Bond@vancouver.ca</u>>; Gilbertson, Kenneth (VAHA)

< Kenneth.Gilbertson@vaha.ca; Evans, Jerry < jerry.evans@vancouver.ca

Subject: FINAL TMH Licensing Agreement - ONNI

Importance: High

Hi Chris – we had one change request from our Risk Management which I have incorporated into the final draft and attach a clean revised final draft. Rather than send another blackline, I have copied it here with Risk Management's explanation so you understand where they are coming from:

(ii) the Licensee shall be responsible for any first party property losses losses or liabilities that would have been assumed by licensed commercial insurers that would have issued the insurance required of the Licensee under this Agreement, all as if a Waiver of Subrogation had been issued in favour of the Licensor; and [CE1]

All of your other changes have been accepted and I adjusted the dates to commence today.

If this is acceptable, please proceed with execution – would you be okay to arrange to sign two originals and scan and email with originals to follow?

Heidi

Heidi Granger, Assistant Director – Development and Real Estate City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Chris Jackson [mailto:cjackson@onni.com] Sent: Thursday, October 19, 2017 12:48 PM

To: Jimenez, Liza

Cc: Granger, Heidi; Chris Evans; Jamie Vaughan; Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA)

Subject: Re: TMH Licensing Agreement - ONNI

Hi - We are waiting for a reply to my email of yesterday. It is down to only a couple of items. If city agrees to last draft from me we are good to go.

On Oct 19, 2017, at 12:42 PM, Jimenez, Liza < liza.jimenez@vancouver.ca wrote:

Hi all – Abi and I spoke and we would really like to have this signed today. Where are we at? Is there anything that I can do help expedite this?

Liza

From: Chris Jackson [mailto:cjackson@onni.com]
Sent: Wednesday, October 18, 2017 5:41 PM
To: Granger, Heidi; Chris Evans; Jamie Vaughan

Cc: Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Jimenez, Liza

Subject: RE: TMH Licensing Agreement - ONNI

Hi Heidi – a few last comments from Onni are attached. We are almost there and we limited the response, but needed to make some last adjustments. Last comments include:

- Insurance, section 4. For (i) The duty to defend and indemnity re: liability needs to extent to use, occupation, and work to, the lands. To achieve this end, some additional language was added. This is the protection Onni would have as an additional insured. For (ii) the concept of waiver of subrogation should be included. The City agreed that a waiver of subrogation would be included in a property insurance policy in s. 4(b). Our original and continuing point, is that Onni can live with the City or operator self-insuring provided we receive equal protection.
- Licensee Covenants, section 9(f). Added the obligation to perform snow removal to immediately adjacent sidewalks, internal roads, lanes and pathways. I am mostly joking in saying this, but we are sensitive to this point based on bylaw violation tickets at this site.
- Indemnity, section 11. We are okay to remove the "heavier" language regarding vacant possession in section 12, provided it is clear Onni is indemnified for any costs it may incur related to clearing the site after the term if necessary. Due to this change, the indemnity is now stated to survive the expiry or sooner termination of the agreement.

I understand Jamie has followed up with you and the City on the Plan separately. As I say, I have a signature page, and so assuming we can finalize tomorrow am, we can deliver signed copies.

Thanks - Chris

Chris Jackson General Counsel ONNI GROUP 300 - 550 Robson Street Vancouver, BC V6B 2B7 T: (604) 602-7711 ONNI.COM <image001.gif>

From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: Wednesday, October 18, 2017 11:00 AM

To: Chris Jackson < cjackson@onni.com>; Chris Evans < cevans@onni.com>; Jamie Vaughan

< ivaughan@onni.com>

Cc: Michael McAllister < mrm@murdymcallister.com>; Bond, Abigail < Abigail.Bond@vancouver.ca>; Gilbertson, Kenneth (VAHA) < Kenneth.Gilbertson@vaha.ca>; Jimenez, Liza < liza.jimenez@vancouver.ca>

Subject: TMH Licensing Agreement - ONNI

Chris and all,

Please find a clean revised draft of the TMH license attached for your review together with a blackline comparing this draft to the one Jamie had sent on October 16th. I am hoping we can finalize this today so call me if you have any questions or concerns and I can work to address these. I have some meetings this morning but am generally available this afternoon.

You had a few notes in the draft which I wanted to comment on as follows:

- Section 3 the intent of this was so that Onni doesn't suffer any loss if it is somehow not eligible for tax averaging as a result of the Licensee's use of the lands, so this is to Onni's benefit in an effort to make it whole.
- Section 4 I understand your concerns and these revisions were made in consultation with City Risk Management and are fairly self-explanatory but let me know if you have further concerns.
- Section 7 I have accepted your change but we would like to continue to work with you on this. Essentially, what the City would like to obtain is information that Onni may have (site investigations) about the licence area and risk of contaminants existing in the license area as we need to protect the health and safety of the occupants. We are not requiring Onni to undertake additional investigations, but want to know what Onni already knows about the license area so that we can mitigate and this will hopefully save us time with MOE approvals.
- Section 9(p) the undertaking is a CoV permitting requirement which is why we need it, and I understand your position on this so have left the changes in.
- Section 12 I have removed some of the additional language as I think it is sufficient to provide vacant possession. The City and then BC Housing will be responsible for the occupiers of the units and and this does not need to be fleshed out in the license agreement.

Finally, I am going to send by separate email the proposed sketch plan which we can attach once the draft is in final form.

Many thanks,

Heidi

Heidi Granger, Assistant Director – Development and Real Estate City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

> From: Jamie Vaughan [mailto:jvaughan@onni.com] Sent: Monday, October 16, 2017 4:49 PM To: Jimenez, Liza; Granger, Heidi; Bond, Abigail

Cc: Chris Evans

Subject: Fwd: TMH Licensing Agreement - ONNI

Hi All, see attached revisions to the Licensing Agreement. We are happy to jump on a call tomorrow if needed.

Jamie

Get Outlook for iOS

From: Chris Jackson <ciackson@onni.com>
Sent: Monday, October 16, 2017 4:45 PM
Subject: RE: TMH Licensing Agreement - ONNI
To: Jamie Vaughan <i > iyaughan@onni.com>
Cc: Chris Evans <</ > <cevans@onni.com>

Jamie – you can forward this email to City of Vancouver which attaches a revised License Agreement and summarizes certain comments below. To the extent the City will not agree to our changes as is, I suggest we have a call to work through the business points and wording, as we are short on time to meet the City's intended signing deadline.

Fundamental comments and questions:

Insurance

section 3. We understand the City may selfinsure, but Onni still needs comfort that the protections it would otherwise receive as an additional insured on user's insurance policy will

be provided. The general indemnity alone is not sufficient, as we do not intend to have to deal with retaining/paying lawyer and seeking contributionfrom the City later. Selfinsurance alone for the City offers protection to Onni as owner. As the City is а landlord across the City, we expect it understands

Onni's completely reasonable concerns, particularly considering this type of use. We have offered some draft language on this point, and are happy to consider City comments, but the business point is important. Sublicensing section 6. Onni expects to only deal with the City regarding

City of Vancouver - FOI File # 2017-506

this Agreement. Assignment

to an operator is not

acceptable. The City can sublicense to its operator. However, to the extent there are issues or matters to work through in the future, Onni intends to only deal with the City directly.

City's Covenants

section 9. Onni is asking for the ability to reasonably cooperate in the selection of user

groups. Note

this is not а veto request.

Tenant Relocation at end of Term section 12. We need to beef up and clarify the City's obligation to provide vacant possession at the end of the term. Has the City considered how it may relocate tenants under the expected new restrictions

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fixed term agreements?

Other comments/questions:

Please explain the intent of the last sentence in Section 3?

We are not sure what this means or the intended result is?

Probably not an issue as long as we understand what is

going on.

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context, but assuming it is required under the bylaws to issue а BP, we have simply added that the City must undertake to Onni regarding the owner's obligations under the form. It would be silly for Onni to have positive obligations to ensure compliance to the City about the construction of this project, which

will

be constructed by the City and its operator.

I do have a signature page in hand and so as soon as the terms are finalized, we can compile the executed version.

Chris Jackson
General Counsel
ONNI GROUP
300 - 550 Robson Street
Vancouver, BC V6B 2B7
T: (604) 602-7711
ONNI.COM
<image001.gif>

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Sent: Wednesday, October 11, 2017 3:07 PM

To: Chris Evans < cevans@onni.com>; Jamie Vaughan < jvaughan@onni.com>

Cc: Bond, Abigail < Abigail.Bond@vancouver.ca >; Granger, Heidi

<he><<u>Heidi.Granger@vancouver.ca</u>>; Armin Amrolia <<u>aamrolia@bchousing.org</u>>;</h>
James Forsythe (<u>jforsyth@bchousing.org</u>) <<u>jforsyth@bchousing.org</u>>; Harrison,

Luke (VAHA) < <u>Luke.Harrison@vaha.ca</u>> **Subject:** TMH Licensing Agreement - ONNI

Hi Chris,

Please find attached a revised Licensing Agreement in response your comments. Please feel free to have your legal counsel contact Heidi Granger directly at: (604) 829-2001/Ext. 82001 and cc'ed here, to discuss any issues.

We look forward to receiving your signatures and moving forward with this valuable and innovative project.

Thanks, Liza

Liza Jimenez
Housing Planner
Housing Policy & Projects
City of Vancouver
Woodwards Office
T: 604.871.6460
liza.jimenez@vancouver.ca

<Blackline October 16 2017 Onni to City.docx>
<Temporary Modular Housing - Onni comments October 16 2017.docx>

From: Jamie Vaughan [mailto:jvaughan@onni.com]
Sent: Thursday, October 19, 2017 2:51 PM To: Granger, Heidi; Chris Jackson; Jimenez, Liza

Cc: Chris Evans; Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Evans, Jerry Subject: RE: FINAL TMH Licensing Agreement - ONNI

Thanks Heidi. Could you please provide an update on the revised plan as discussed yesterday? I believe you were going to talk to Kenny about this.

Jamie Vaughan ONNI GROUP 300 - 550 Robson Street Vancouver, BC V6B 2B7 T: (604) 637-8426 ONNI.COM

s.14



This e-mail and its attachments are intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please contact the sender immediately and delete the material from any computer.

From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: Thursday, October 19, 2017 2:47 PM

To: Chris Jackson <<u>cjackson@onni.com</u>>; Jimenez, Liza <<u>liza.jimenez@vancouver.ca</u>>

Cc: Chris Evans < cevans@onni.com >; Jamie Vaughan < ivaughan@onni.com >; Michael McAllister

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< kenneth.Gilbertson@vaha.ca; Evans, Jerry < jerry.evans@vancouver.ca

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Thanks Chris and sorry about that!

I have re-attached,

Heidi

Heidi Granger, Assistant Director - Development and Real Estate

City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Chris Jackson [mailto:cjackson@onni.com]
Sent: Thursday, October 19, 2017 2:21 PM

To: Granger, Heidi; Jimenez, Liza

Cc: Chris Evans; Jamie Vaughan; Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Evans, Jerry

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Hi Heidi – the final change is okay. I note the agreement still has the "Draft" watermark. If you can resend with that removed, I will attach a signature page. Also, if we are making that update, can you also change the period (.) at the end of s. 4(i) to a semi-colon (;). [That was my typo from yesterday]. Thanks -

From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: Thursday, October 19, 2017 1:34 PM

To: Chris Jackson <<u>ciackson@onni.com</u>>; Jimenez, Liza <<u>liza.jimenez@vancouver.ca</u>>

Cc: Chris Evans < cevans@onni.com >; Jamie Vaughan@onni.com >; Michael McAllister

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I do have a signature page in hand and so as soon as the terms are finalized, we can compile the executed version.

Chris Jackson General Counsel ONNI GROUP 300 - 550 Robson Street Vancouver, BC V6B 2B7 T: (604) 602-7711 ONNI.COM <image001.gif>

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Sent: Wednesday, October 11, 2017 3:07 PM

To: Chris Evans < cevans@onni.com >; Jamie Vaughan < ivaughan@onni.com >

Cc: Bond, Abigail < Abigail.Bond@vancouver.ca >; Granger, Heidi

<<u>Heidi.Granger@vancouver.ca</u>>; Armin Amrolia <<u>aamrolia@bchousing.org</u>>;
James Forsythe (<u>iforsyth@bchousing.org</u>) <<u>iforsyth@bchousing.org</u>>; Harrison,

Luke (VAHA) < <u>Luke.Harrison@vaha.ca</u>> **Subject:** TMH Licensing Agreement - ONNI

Hi Chris,

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We look forward to receiving your signatures and moving forward with this valuable and innovative project.

Thanks, Liza

Liza Jimenez
Housing Planner
Housing Policy & Projects
City of Vancouver
Woodwards Office
T: 604.871.6460
liza.iimenez@vancouver.ca

<Blackline October 16 2017 Onni to City.docx>

<Temporary Modular Housing - Onni comments October 16 2017.docx>

From: Jamie Vaughan

To: <u>Bond Abigail; Granger Heidi; Chris Jackson; Greer John</u>

Cc: Evans Jerry; Williams David (VAHA); Gilbertson Kenneth (VAHA); Jimenez Liza

Subject: RE: FINAL TMH Licensing Agreement - ONNI Date: Friday, October 20, 2017 2:18:43 PM

Attachments: image001.gif

Onni is happy to be part of this type of housing initiative.

Jamie Vaughan ONNI GROUP 300 - 550 Robson Street Vancouver, BC V6B 2B7 T: (604) 637-8426 ONNI.COM



This e-mail and its attachments are intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please contact the sender immediately and delete the material from any computer.

From: Bond, Abigail [mailto:Abigail.Bond@vancouver.ca]

Sent: Friday, October 20, 2017 12:10 PM

To: Granger, Heidi <Heidi.Granger@vancouver.ca>; Chris Jackson <cjackson@onni.com>; Jamie Vaughan

<jvaughan@onni.com>; Greer, John <john.greer@vancouver.ca>

Cc: Evans, Jerry <jerry.evans@vancouver.ca>; Williams, David (VAHA) <David.Williams@vaha.ca>; Gilbertson, Kenneth

(VAHA) <Kenneth.Gilbertson@vaha.ca>; Jimenez, Liza <liza.jimenez@vancouver.ca>

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Yes a huge thank to all involved – it really is an important milestone for us as we get this first site up and running!

From: Granger, Heidi

Sent: Friday, October 20, 2017 12:07 PM To: Chris Jackson; Jamie Vaughan; Greer, John

Cc: Evans, Jerry; Williams, David (VAHA); Gilbertson, Kenneth (VAHA); Bond, Abigail; Jimenez, Liza

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Chris and all,

Please find an electronic fully executed copy of the agreement attached. I will send you an original for your records once I receive the package from Jamie.

Many thanks for all of your work on this,

Heidi

Heidi Granger, Assistant Director – Development and Real Estate City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Chris Jackson [mailto:cjackson@onni.com]
Sent: Friday, October 20, 2017 10:22 AM
To: Granger, Heidi; Jamie Vaughan; Greer, John

Cc: Evans, Jerry; Williams, David (VAHA); Gilbertson, Kenneth (VAHA)

Subject: RE: FINAL TMH Licensing Agreement - ONNI

I confirm on behalf of the Licensor that the agreement is final and settled, and the previously delivered signature page is hereby released and may be slip-sheeted with this agreement. Jamie Vaughan has original signature pages and will courier them to the City. Please note the agreement is not binding until we receive the City's signature page. Thanks and

have a good weekend.

Chris Jackson General Counsel ONNI GROUP 300 - 550 Robson Street Vancouver, BC V6B 2B7 T: (604) 602-7711 ONNI.COM

From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: October-20-17 10:08 AM

To: Chris Jackson <<u>cjackson@onni.com</u>>; Jamie Vaughan <<u>jvaughan@onni.com</u>>; Greer, John

<iohn.greer@vancouver.ca>

Cc: Evans, Jerry < jerry.evans@vancouver.ca>; Williams, David (VAHA) < David.Williams@vaha.ca>; Gilbertson, Kenneth

(VAHA) < Kenneth. Gilbertson@vaha.ca>

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Hi Chris – please find the final execution copy attached addressing the final comments raised by you and Jamie in sections 9(j) and (r).

Please confirm the release of the signature page and I can slipsheet it and arrange for countersigning by the City.

Many thanks,

Heidi

Heidi Granger, Assistant Director – Development and Real Estate City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Chris Jackson [mailto:cjackson@onni.com] Sent: Friday, October 20, 2017 9:41 AM

To: Granger, Heidi; Jamie Vaughan; Greer, John

Cc: Evans, Jerry; Williams, David (VAHA); Gilbertson, Kenneth (VAHA)

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Yes please compile final agreement. I will then confirm the release of the signature page.

From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: October-20-17 9:23 AM

To: Chris Jackson <ciackson@onni.com>; Jamie Vaughan <jvaughan@onni.com>; Greer, John

<<u>john.greer@vancouver.ca</u>>

 $\textbf{Cc:} \ \, \textbf{Evans, Jerry} \, < \underline{\textbf{jerry.evans@vancouver.ca}}; \, \textbf{Williams, David (VAHA)} \, < \underline{\textbf{David.Williams@vaha.ca}}; \, \textbf{Gilbertson, Kenneth}$

(VAHA) < Kenneth.Gilbertson@vaha.ca

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Thanks Chris – staff are fine with my proposed language below – can I include that in the agreement with the Lot 1 licence area in Schedule A and finalize?

Heidi

Heidi Granger, Assistant Director – Development and Real Estate City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Chris Jackson [mailto:cjackson@onni.com]
Sent: Friday, October 20, 2017 8:40 AM

To: Granger, Heidi; Jamie Vaughan; Greer, John

Cc: Evans, Jerry; Williams, David (VAHA); Gilbertson, Kenneth (VAHA)

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Yes - let me clarify, we are not looking for pre-approval for "a permit". We simply do not want the City to turn around and say that it now controls the area and has the right to charge or deny the installation of signage. We agree that all bylaw processes would continue to apply.

I will be at a conference most of today. So for now, I am attaching the Onni signature page for the license, delivered in escrow and not to be released otherwise dealt with until confirmed by me. I will leave 2 originals with Jamie and he can courier in when we hit final sign-off.

From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: Friday, October 20, 2017 8:28 AM

To: Chris Jackson <<u>cjackson@onni.com</u>>; Jamie Vaughan <<u>jvaughan@onni.com</u>>; Greer, John

<john.greer@vancouver.ca>

Cc: Evans, Jerry < jerry.evans@vancouver.ca; Williams, David (VAHA) < jerry.evans@vancouver.ca; Williams, David

(VAHA) < Kenneth. Gilbertson@vaha.ca >

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Hi Chris – this needs to be discussed internally as I think this is a separate issue outside of the purview of this license agreement. I would think that Onni would still have the right to place permitted signage in the license area but we can clarify that in the agreement. I just don't think that this license can act as a permit for signage as that is a separate process under the Sign By-law, isn't it?

My suggested language would be (subject to staff review):

(r) allow the Licensor to install permitted signage in the License Area advertising the sale of housing and lease of premises to be constructed by the Licensor on the Lands and adjacent lands, provided such signage does not interfere with the installation, use, maintenance and operation of the TMH Improvements and otherwise complies with all applicable bylaws.

Heidi

Heidi Granger, Assistant Director - Development and Real Estate

City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Chris Jackson [mailto:cjackson@onni.com]
Sent: Thursday, October 19, 2017 11:01 PM

To: Granger, Heidi; Jamie Vaughan

Cc: Evans, Jerry; Williams, David (VAHA); Gilbertson, Kenneth (VAHA)

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Hi Heidi – I will confirm with Jamie first thing am on the Plan. I believe we are in agreement that the licensed area should be all of Lot 1 (as you have stated), but I will let him confirm.

I hate to add one last comment at this stage, but we need to include signage rights. I am suggesting adding the following as s. 9(r):

(r) permit the Licensor (at no cost) to install signage on the Lands advertising the sale of housing and lease of premises to be constructed by the Licensor on the Lands and adjacent lands, provided such signage does not interfere with the installation, use, maintenance and operation of the TMH Improvements and otherwise complies with all applicable bylaws.

Ownership will be looking to replace me and Jamie if we do not add this concept.

Thanks - Chris

From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: October-19-17 4:57 PM

To: Jamie Vaughan < jvaughan@onni.com>

Cc: Evans, Jerry < <u>ierry.evans@vancouver.ca</u>>; Chris Jackson < <u>cjackson@onni.com</u>>; Williams, David (VAHA)

<<u>David.Williams@vaha.ca</u>>; Gilbertson, Kenneth (VAHA) <<u>Kenneth.Gilbertson@vaha.ca</u>>

Subject: FW: FINAL TMH Licensing Agreement - ONNI

Jamie – the City is okay with the license area being what is shown in the attached survey as Lot 1 – is this what you meant yesterday? If so, we are in agreement. Things just didn't line up with what is in VanMaps so I just needed the survey.

Heidi

Heidi Granger, Assistant Director - Development and Real Estate

City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Jamie Vaughan [mailto:jvaughan@onni.com] Sent: Thursday, October 19, 2017 2:51 PM To: Granger, Heidi; Chris Jackson; Jimenez, Liza

Cc: Chris Evans; Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Evans, Jerry

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Thanks Heidi. Could you please provide an update on the revised plan as discussed yesterday? I believe you were going to talk to Kenny about this.

Jamie Vaughan ONNI GROUP 300 - 550 Robson Street Vancouver, BC V6B 2B7 T: (604) 637-8426 ONNI.COM



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From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: Thursday, October 19, 2017 2:47 PM

To: Chris Jackson <<u>cjackson@onni.com</u>>; Jimenez, Liza <<u>liza.jimenez@vancouver.ca</u>>

Cc: Chris Evans < com; Jamie Vaughan < jvaughan@onni.com; Michael McAllister

<mrm@murdymcallister.com>; Bond, Abigail <<u>Abigail.Bond@vancouver.ca</u>>; Gilbertson, Kenneth (VAHA)

< kenneth.Gilbertson@vaha.ca; Evans, Jerry < jerry.evans@vancouver.ca

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Thanks Chris and sorry about that!

I have re-attached,

Heidi

Heidi Granger, Assistant Director – Development and Real Estate City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Chris Jackson [mailto:cjackson@onni.com] Sent: Thursday, October 19, 2017 2:21 PM To: Granger, Heidi; Jimenez, Liza

Cc: Chris Evans; Jamie Vaughan; Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Evans, Jerry

Subject: RE: FINAL TMH Licensing Agreement - ONNI

Hi Heidi – the final change is okay. I note the agreement still has the "Draft" watermark. If you can resend with that removed, I will attach a signature page. Also, if we are making that update, can you also change the period (.) at the end of s. 4(i) to a semi-colon (;). [That was my typo from yesterday]. Thanks -

From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: Thursday, October 19, 2017 1:34 PM

To: Chris Jackson <<u>ciackson@onni.com</u>>; Jimenez, Liza <<u>liza.jimenez@vancouver.ca</u>>

Cc: Chris Evans <cevans@onni.com>; Jamie Vaughan <jvaughan@onni.com>; Michael McAllister

<mrm@murdymcallister.com>; Bond, Abigail <<u>Abigail.Bond@vancouver.ca</u>>; Gilbertson, Kenneth (VAHA)

< Kenneth.Gilbertson@vaha.ca ; Evans, Jerry < jerry.evans@vancouver.ca

Subject: FINAL TMH Licensing Agreement - ONNI

Importance: High

Hi Chris – we had one change request from our Risk Management which I have incorporated into the final draft and attach a clean revised final draft. Rather than send another blackline, I have copied it here with Risk Management's explanation so you understand where they are coming from:

(ii) the Licensee shall be responsible for any first party property losses losses or liabilities that would have been assumed by licensed commercial insurers that would have issued the insurance required of the Licensee under this Agreement, all as if a Waiver of Subrogation had been issued in favour of the Licensor; and [CE1]

All of your other changes have been accepted and I adjusted the dates to commence today.

If this is acceptable, please proceed with execution – would you be okay to arrange to sign two originals and scan and email with originals to follow?

Heidi

Heidi Granger, Assistant Director – Development and Real Estate City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Chris Jackson [mailto:cjackson@onni.com] Sent: Thursday, October 19, 2017 12:48 PM

To: Jimenez, Liza

Cc: Granger, Heidi; Chris Evans; Jamie Vaughan; Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA)

Subject: Re: TMH Licensing Agreement - ONNI

Hi - We are waiting for a reply to my email of yesterday. It is down to only a couple of items. If city agrees to last draft from me we are good to go.

On Oct 19, 2017, at 12:42 PM, Jimenez, Liza < <u>liza.jimenez@vancouver.ca</u>> wrote:

Hi all – Abi and I spoke and we would really like to have this signed today. Where are we at? Is there anything that I can do help expedite this?

Liza

From: Chris Jackson [mailto:cjackson@onni.com] Sent: Wednesday, October 18, 2017 5:41 PM To: Granger, Heidi; Chris Evans; Jamie Vaughan

Cc: Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Jimenez, Liza

Subject: RE: TMH Licensing Agreement - ONNI

Hi Heidi – a few last comments from Onni are attached. We are almost there and we limited the response, but needed to make some last adjustments. Last comments include:

- Insurance, section 4. For (i) The duty to defend and indemnity re: liability needs to extent to use, occupation, and work to, the lands. To achieve this end, some additional language was added. This is the protection Onni would have as an additional insured. For (ii) the concept of waiver of subrogation should be included. The City agreed that a waiver of subrogation would be included in a property insurance policy in s. 4(b). Our original and continuing point, is that Onni can live with the City or operator self-insuring provided we receive equal protection.
- Licensee Covenants, section 9(f). Added the obligation to perform snow removal to immediately adjacent sidewalks, internal roads, lanes and pathways. I am mostly joking in saying this, but we are sensitive to this point based on bylaw violation tickets at this site.
- Indemnity, section 11. We are okay to remove the "heavier" language regarding vacant possession in section 12, provided it is clear Onni is indemnified for any costs it may incur related to clearing the site after the term if necessary. Due to this change, the indemnity is now stated to survive the expiry or sooner termination of the agreement.

I understand Jamie has followed up with you and the City on the Plan separately. As I say, I have a signature page, and so assuming we can finalize tomorrow am, we can deliver signed copies.

Thanks - Chris

Chris Jackson
General Counsel
ONNI GROUP
300 - 550 Robson Street
Vancouver, BC V6B 2B7
T: (604) 602-7711
ONNI.COM
<image001.gif>

From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: Wednesday, October 18, 2017 11:00 AM

To: Chris Jackson <<u>cjackson@onni.com</u>>; Chris Evans <<u>cevans@onni.com</u>>; Jamie Vaughan <<u>ivaughan@onni.com</u>>

Subject: TMH Licensing Agreement - ONNI

Chris and all,

Please find a clean revised draft of the TMH license attached for your review together with a blackline comparing this draft to the one Jamie had sent on October 16^{th} . I am hoping we can finalize this today so call me if you have any questions or concerns and I can work to address these. I have some meetings this morning but am generally available this afternoon.

You had a few notes in the draft which I wanted to comment on as follows:

- Section 3 the intent of this was so that Onni doesn't suffer any loss if it is somehow not eligible for tax averaging as a result of the Licensee's use of the lands, so this is to Onni's benefit in an effort to make it whole.
- Section 4 I understand your concerns and these revisions were made in consultation with City Risk Management and are fairly self-explanatory but let me know if you have further concerns.
- Section 7 I have accepted your change but we would like to continue to work with you on this. Essentially, what the City would like to obtain is information that Onni may have (site investigations) about the licence area and risk of contaminants existing in the license area as we need to protect the health and safety of the occupants. We are not requiring Onni to undertake additional investigations,

but want to know what Onni already knows about the license area so that we can mitigate and this will hopefully save us time with MOE approvals.

- Section 9(p) the undertaking is a CoV permitting requirement which is why we need it, and I understand your position on this so have left the changes in.
- Section 12 I have removed some of the additional language as I think it is sufficient to provide vacant possession. The City and then BC Housing will be responsible for the occupiers of the units and and this does not need to be fleshed out in the license agreement.

Finally, I am going to send by separate email the proposed sketch plan which we can attach once the draft is in final form.

Many thanks,

Heidi

Heidi Granger, Assistant Director – Development and Real Estate

City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Jamie Vaughan [mailto:jvaughan@onni.com]
Sent: Monday, October 16, 2017 4:49 PM
To: Jimenez, Liza; Granger, Heidi; Bond, Abigail
Cc: Chris Evans

Subject: Fwd: TMH Licensing Agreement - ONNI

Hi All, see attached revisions to the Licensing Agreement. We are happy to jump on a call tomorrow if needed.

Jamie

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From: Chris Jackson <cjackson@onni.com>
Sent: Monday, October 16, 2017 4:45 PM
Subject: RE: TMH Licensing Agreement - ONNI
To: Jamie Vaughan <jvaughan@onni.com>
Cc: Chris Evans <cevans@onni.com>

Jamie – you can forward this email to City of Vancouver which attaches a revised License Agreement and summarizes certain comments below. To the extent the City will not agree to our changes as is, I suggest we have a call to work through the business points and wording, as we are short on time to meet the City's intended signing deadline.

Fundamental comments and questions:

Insurance , section 3. We understand the City may selfinsure,

but Onni still needs comfortthat the protections it would otherwise receive as an additional insured on а user's insurance policy will be provided. The general indemnity alone is not sufficient, as we do not intend to have to deal with retaining/paying lawyer and seeking contribution from the City later. Selfinsurance alone

for

the City offers no protection to Onni as owner. As the City is а landlord across the City, we expect it understands Onni's completely reasonable concerns, particularly considering this type of use. We have offered some draft language on this point, and are happy to consider City comments, but the business point is important.

Sublicensing section 6. Onni expects to only deal with the City regarding this Agreement. Assignment to an operator is not acceptable. The City can sublicense to its operator. However, to the extent there are issues or matters to work through in the future, Onni intends to only deal with the City directly.

City's Covenants section 9. Onni is asking for the ability to reasonably cooperate in the selection of user groups. Note this is not

Tenant Relocation

veto request.

at end of

Term

, section

12.

We need

to beef

up

and

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City's

obligation .

to provide

vacant possession

at the

end of the term. Has the City considered how it may relocate tenants under the expected new restrictions in the RTA against fixed term agreements?

Other comments/questions:

•

Please explain the intent of the last sentence in Section 3?

We are not sure what this means or the intended result

Probably not

is?

an issue as long as we understand what is going on. The owner's undertaking for ВР permit seems improper in this context, but assuming it is required under the bylaws to issue а BP, we have simply added that the City must undertake to Onni regarding the owner's obligations under the form. Ιt

would

be silly for Onni to have positive obligations to ensure compliance to the City about the construction of this project, which will constructed by the City and its operator.

I do have a signature page in hand and so as soon as the terms are finalized, we can compile the executed version.

Chris Jackson General Counsel ONNI GROUP 300 - 550 Robson Street Vancouver, BC V6B 2B7 T: (604) 602-7711 ONNI.COM <image001.gif>

From: Jimenez, Liza [mailto:liza.jimenez@vancouver.ca]

Sent: Wednesday, October 11, 2017 3:07 PM

To: Chris Evans < cevans@onni.com >; Jamie Vaughan < jvaughan@onni.com >

Cc: Bond, Abigail < <u>Abigail.Bond@vancouver.ca</u>>; Granger, Heidi

<<u>Heidi.Granger@vancouver.ca</u>>; Armin Amrolia <<u>aamrolia@bchousing.org</u>>;

James Forsythe (<u>jforsyth@bchousing.org</u>) <<u>jforsyth@bchousing.org</u>>; Harrison,

Luke (VAHA) < <u>Luke.Harrison@vaha.ca</u>> **Subject:** TMH Licensing Agreement - ONNI

Hi Chris,

Please find attached a revised Licensing Agreement in response your comments. Please feel free to have your legal counsel contact Heidi Granger directly at: (604) 829-2001/Ext. 82001 and cc'ed here, to discuss any issues.

We look forward to receiving your signatures and moving forward with this valuable and innovative project.

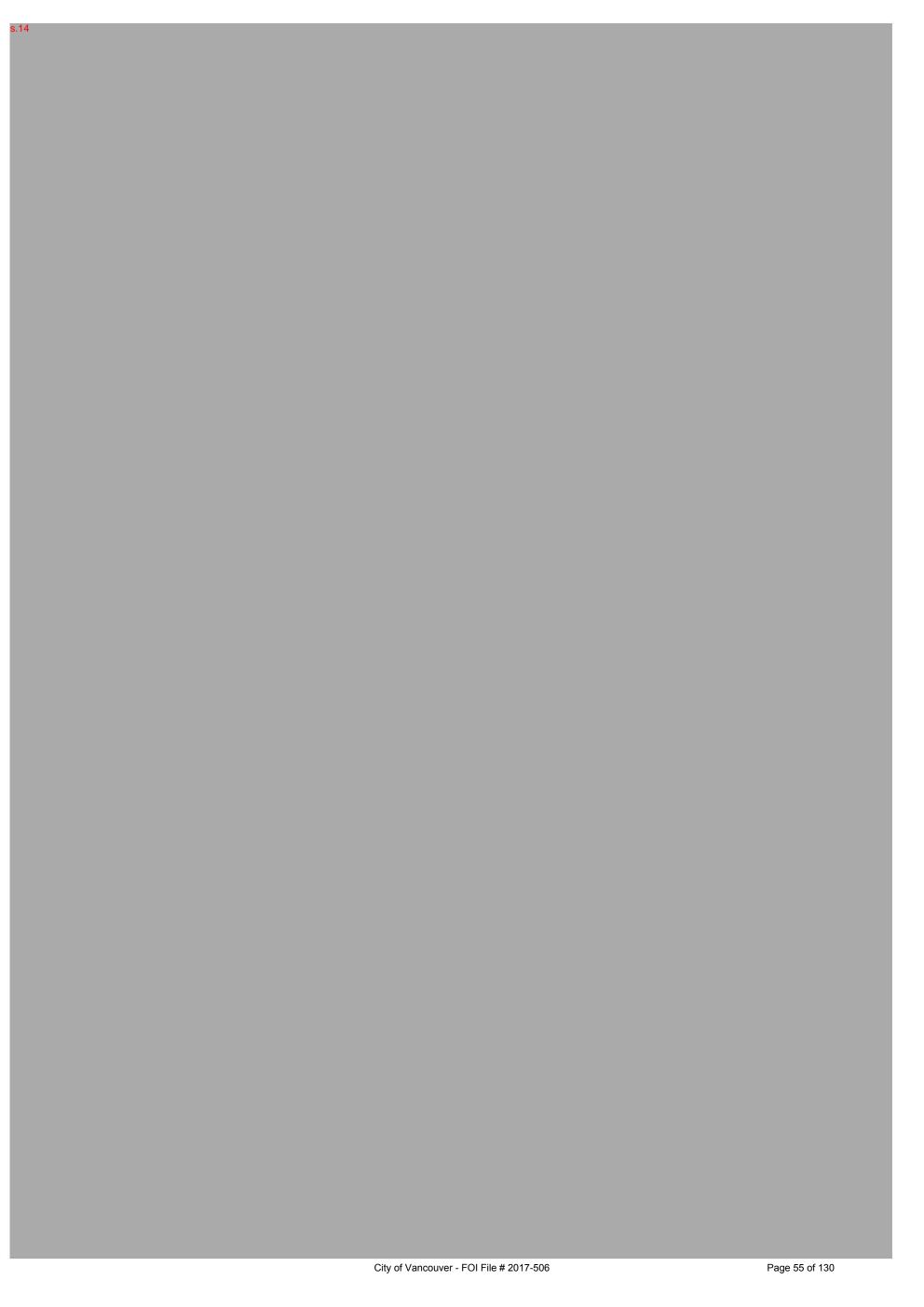
Thanks, Liza

Liza Jimenez
Housing Planner
Housing Policy & Projects
City of Vancouver
Woodwards Office
T: 604.871.6460
liza.jimenez@vancouver.ca

<Blackline October 16 2017 Onni to City.docx>

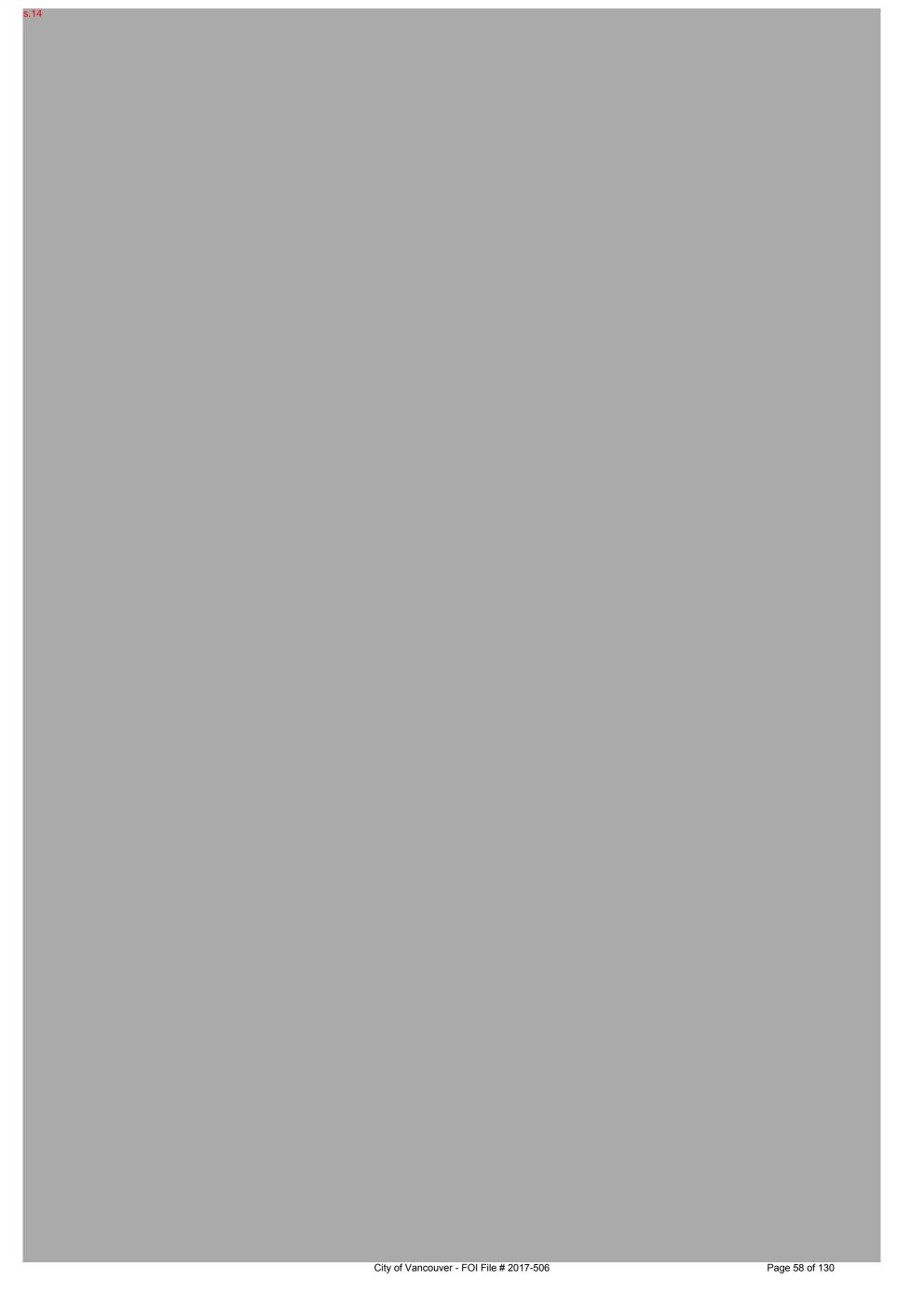
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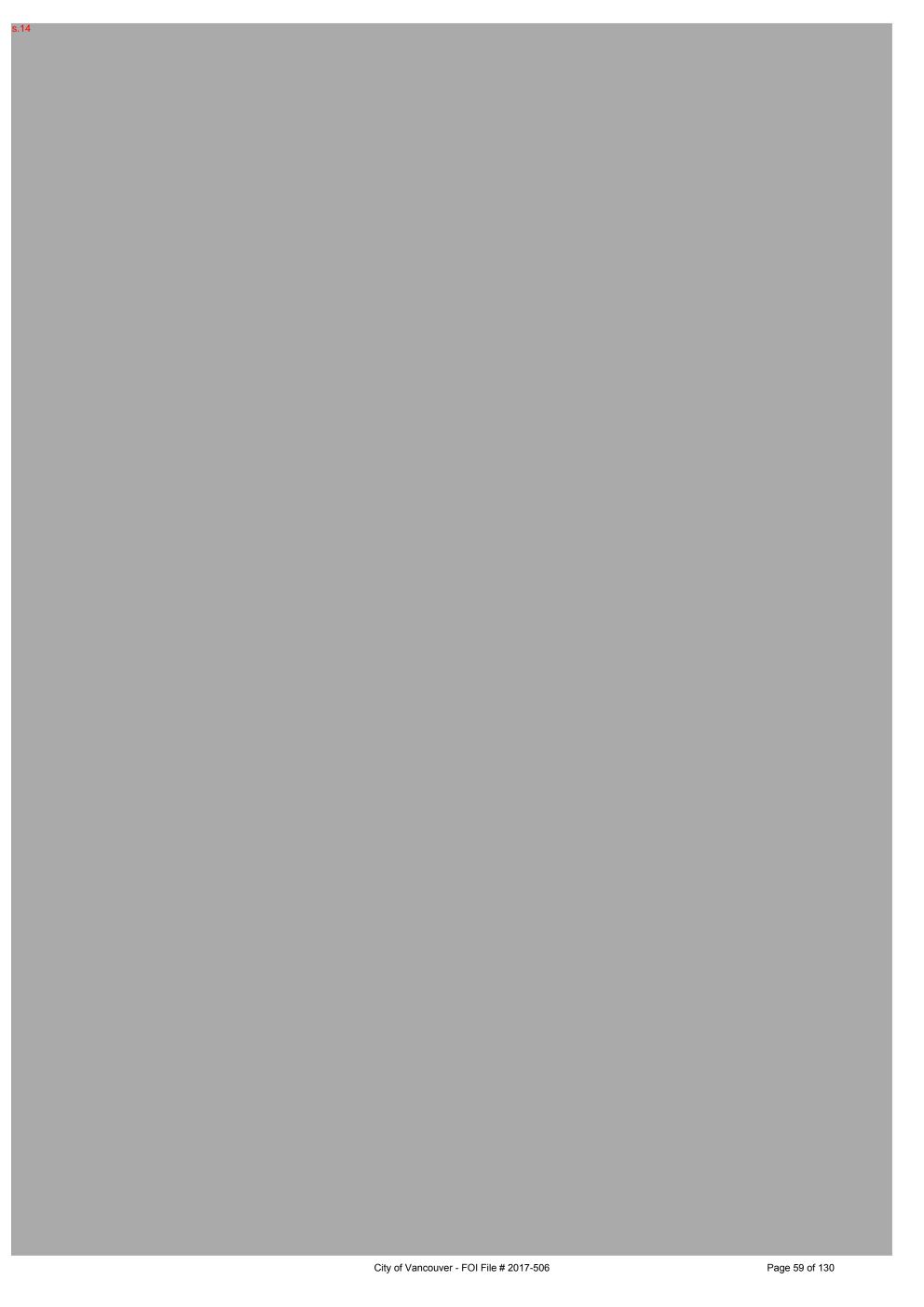
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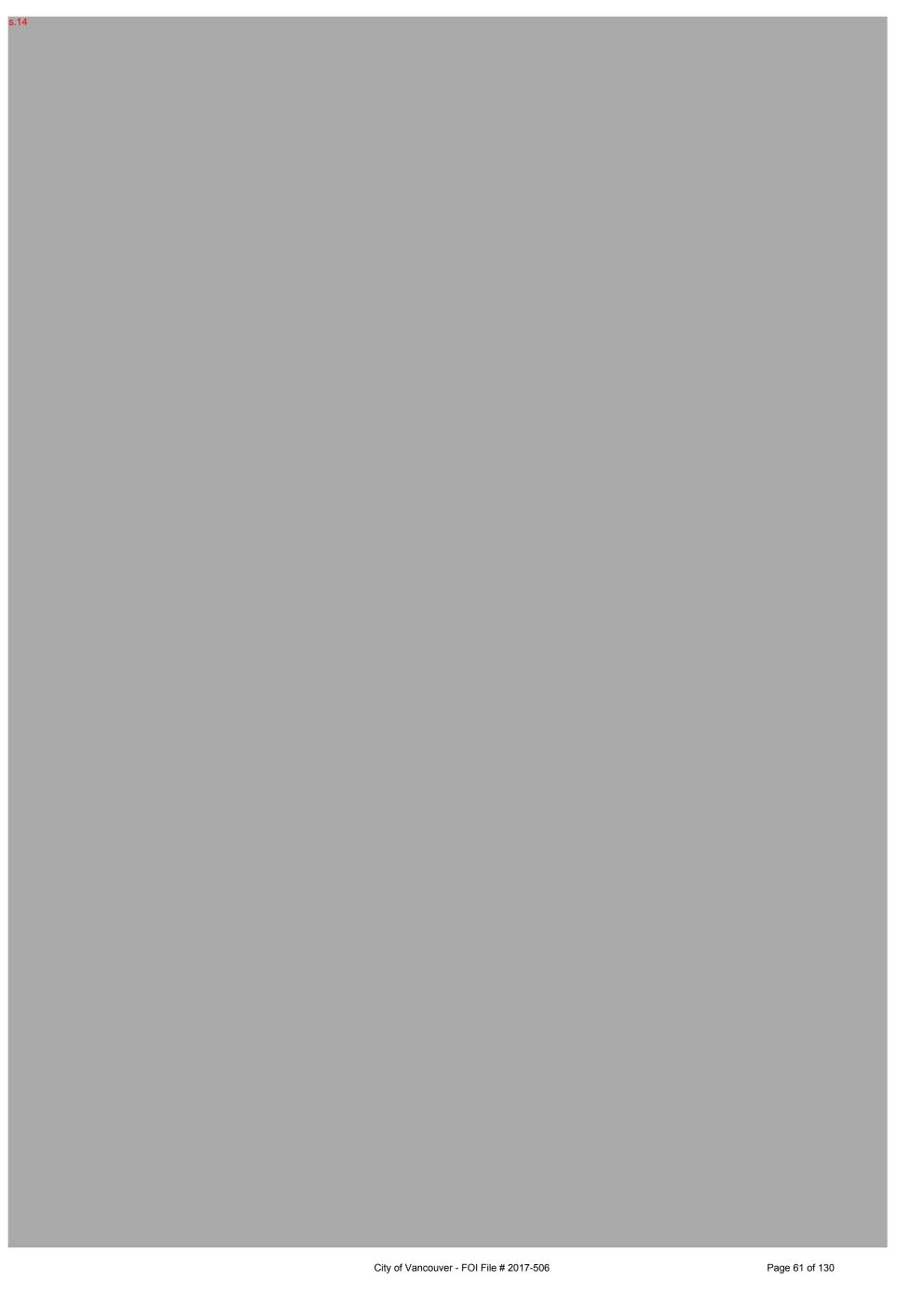
	City of Vancouver - FOI File # 2017-506	Page 56 of 130
s.14		











From: Jamie Vaughan [jvaughan@onni.com]

Sent: September 28, 2017 3:42 PM To: Morales, Esfer; Bond, Abigail

Cc: Evans, Jerry; Harrison, Luke (VAHA); Gilbertson, Kenneth; Jimenez, Liza; Williams, David

(VAHA); Chris Evans

Subject: RE: Temporary Modular Housing - License Agreement

Hi All,

Please see attached our comments to the License Agreement for the modular Housing on our site at Heather and 59th Ave.

Please let us know if you have any comments.

Jamie Vaughan
Senior Development Manager
ONNI GROUP
300 - 550 Robson Street
Vancouver, BC V6B 2B7
T: (604) 637-8426
ONNI.COMhttp://www.onni.com/>
[onni-email-R]

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From: "Morales, Esfer" <esfer.morales@vancouver.ca<mailto:esfer.morales@vancouver.ca>> on behalf of Abi Bond <Abigail.Bond@vancouver.ca<mailto:Abigail.Bond@vancouver.ca>>

Date: Monday, September 18, 2017 at 3:54 PM

To: Chris Evans <cevans@onni.com<mailto:cevans@onni.com>>

Cc: Jerry Evans <jerry.evans@vancouver.ca<mailto:jerry.evans@vancouver.ca>>, "Harrison, Luke (VAHA)" <Luke.Harrison@vaha.ca<mailto:Luke.Harrison@vaha.ca>>, "Gilbertson, Kenneth (VAHA)" <Kenneth.Gilbertson@vaha.ca<mailto:Kenneth.Gilbertson@vaha.ca>>, "Jimenez, Liza"

- imenez@vancouver.ca<mailto:liza.jimenez@vancouver.ca>>, "Williams, David (VAHA)"
- <David.Williams@vaha.ca<mailto:David.Williams@vaha.ca>>, Armin Amrolia
- <aamrolia@bchousing.org<mailto:aamrolia@bchousing.org>>, Raymond Kwong
- <rkwong@bchousing.org<mailto:rkwong@bchousing.org>>, "Granger, Heidi"
- <Heidi.Granger@vancouver.ca<mailto:Heidi.Granger@vancouver.ca>>

Subject: Temporary Modular Housing - License Agreement

Hi Chris,

Please find attached Temporary Modular Housing - License Agreement for your review and comment.

Jerry Evans, Director of Real Estate Services would be your prime City contact for follow-up 5.22(1)



We would like to thank you for your willingness to consider our proposals for Housing First -Temporary Modular on your land.

Regards,

Abi Bond

Director, Affordable Housing Projects



s.14	

	City of Vancouver - FOI File # 2017-506	Page 66 of 130
5.14		

From: Jamie Vaughan [mailto:jvaughan@onni.com]

Sent: Monday, October 16, 2017 4:49 PM

To: Jimenez, Liza; Granger, Heidi; Bond, Abigail

Cc: Chris Evans

Subject: Fwd: TMH Licensing Agreement - ONNI

Hi All, see attached revisions to the Licensing Agreement. We are happy to jump on a call tomorrow if needed.

Jamie

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From: Chris Jackson < cjackson@onni.com > Sent: Monday, October 16, 2017 4:45 PM Subject: RE: TMH Licensing Agreement - ONNI To: Jamie Vaughan < jvaughan@onni.com > Cc: Chris Evans < cevans@onni.com >

Jamie – you can forward this email to City of Vancouver which attaches a revised License Agreement and summarizes certain comments below. To the extent the City will not agree to our changes as is, I suggest we have a call to work through the business points and wording, as we are short on time to meet the City's intended signing deadline.

Fundamental comments and questions:

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- Sub-licensing, section 6. Onni expects to only deal with the City regarding this Agreement. Assignment to an operator is not acceptable. The City can sub-license to its operator. However, to the extent there are issues or matters to work through in the future, Onni intends to only deal with the City directly.
- **City's Covenants**, section 9. Onni is asking for the ability to reasonably cooperate in the selection of user groups. Note this is not a veto request.
- Tenant Relocation at end of Term, section 12. We need to beef up and clarify the City's obligation to provide vacant possession at the end of the term. Has the City considered how it may relocate tenants under the expected new restrictions in the RTA against fixed term agreements?

Other comments/questions:

- Please explain the intent of the last sentence in Section 3? We are not sure what this means or the intended result is? Probably not an issue as long as we understand what is going on.
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I do have a signature page in hand and so as soon as the terms are finalized, we can compile the executed version.

Chris Jackson
General Counsel
ONNI GROUP
300 - 550 Robson Street
Vancouver, BC V6B 2B7
T: (604) 602-7711
ONNI.COM
<image001.gif>

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Sent: Wednesday, October 11, 2017 3:07 PM

To: Chris Evans < cevans@onni.com">cevans@onni.com>; Jamie Vaughan < jvaughan@onni.com>

Cc: Bond, Abigail <<u>Abigail.Bond@vancouver.ca</u>>; Granger, Heidi <<u>Heidi.Granger@vancouver.ca</u>>; Armin Amrolia <<u>aamrolia@bchousing.org</u>>; James Forsythe (<u>jforsyth@bchousing.org</u>) <<u>jforsyth@bchousing.org</u>>; Harrison, Luke (VAHA) <<u>Luke.Harrison@vaha.ca</u>>

Subject: TMH Licensing Agreement - ONNI

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We look forward to receiving your signatures and moving forward with this valuable and innovative project.

Thanks, Liza

Liza Jimenez
Housing Planner
Housing Policy & Projects
City of Vancouver
Woodwards Office
T: 604.871.6460
liza.jimenez@vancouver.ca

- <Blackline October 16 2017 Onni to City.docx>
- <Temporary Modular Housing Onni comments October 16 2017.docx>



-		City of Vancouver - FOI File # 2017-506	Page 70 of 130
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Cc: Chris Evans

Subject: Fwd: TMH Licensing Agreement - ONNI

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Chris Jackson
General Counsel
ONNI GROUP
300 - 550 Robson Street
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<image001.gif>

From: Jimenez, Liza [mailto:liza.jimenez@vancouver.ca]

Sent: Wednesday, October 11, 2017 3:07 PM

To: Chris Evans < cevans@onni.com; Jamie Vaughan < jvaughan@onni.com>

Cc: Bond, Abigail < Abigail.Bond@vancouver.ca >; Granger, Heidi < Heidi.Granger@vancouver.ca >; Armin Amrolia

<aamrolia@bchousing.org>; James Forsythe (jforsyth@bchousing.org) <jforsyth@bchousing.org>; Harrison, Luke (VAHA) <<u>Luke.Harrison@vaha.ca</u>>

Subject: TMH Licensing Agreement - ONNI

Hi Chris,

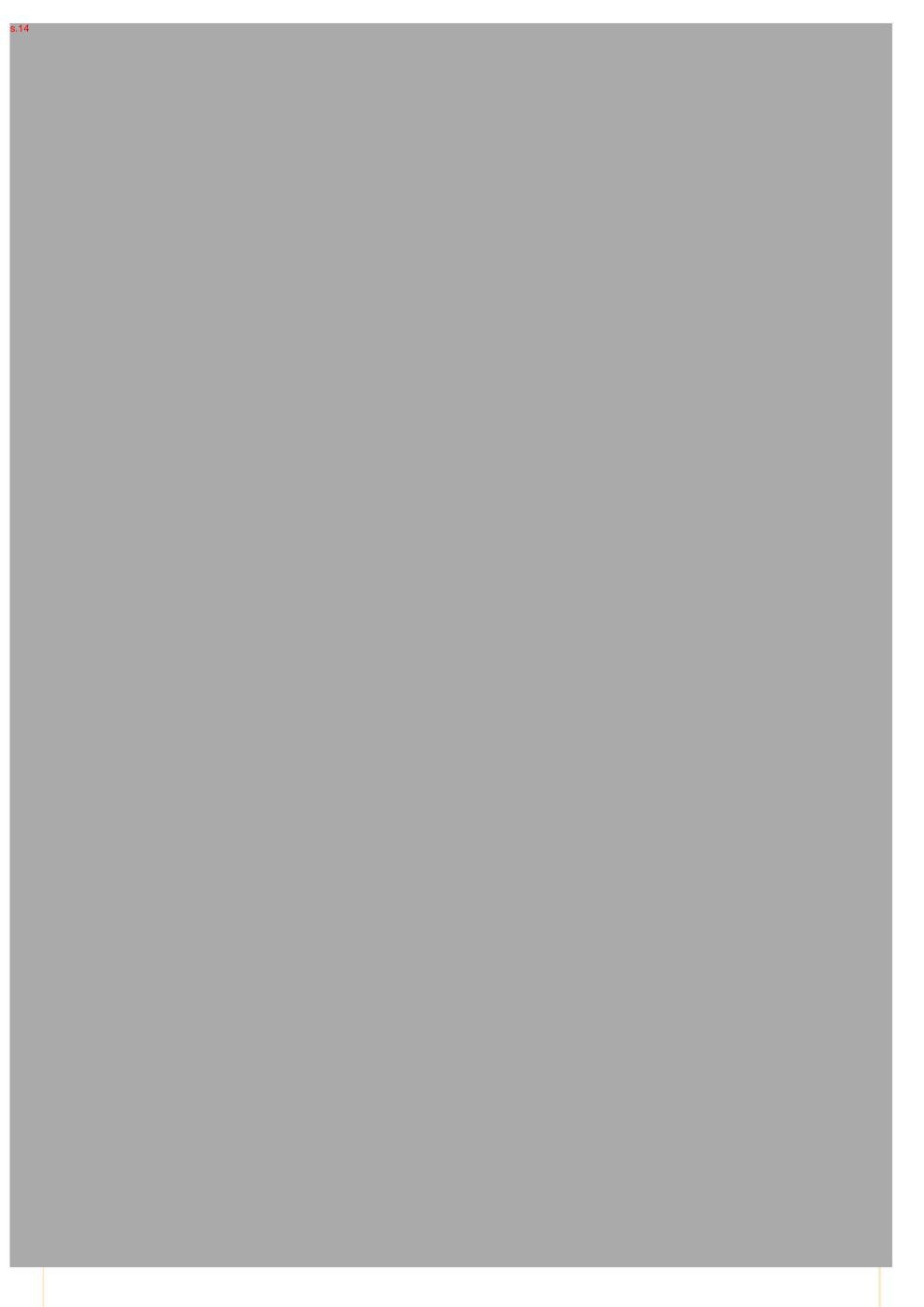
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We look forward to receiving your signatures and moving forward with this valuable and innovative project.

Thanks, Liza

Liza Jimenez
Housing Planner
Housing Policy & Projects
City of Vancouver
Woodwards Office
T: 604.871.6460
liza.jimenez@vancouver.ca

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5.14

From: Jamie Vaughan [mailto:jvaughan@onni.com]

Sent: Monday, October 16, 2017 4:49 PM **To:** Jimenez, Liza; Granger, Heidi; Bond, Abigail

Cc: Chris Evans

Subject: Fwd: TMH Licensing Agreement - ONNI

Hi All, see attached revisions to the Licensing Agreement. We are happy to jump on a call tomorrow if needed.

Jamie

Get Outlook for iOS

From: Chris Jackson < cjackson@onni.com > Sent: Monday, October 16, 2017 4:45 PM Subject: RE: TMH Licensing Agreement - ONNI To: Jamie Vaughan < ivaughan@onni.com > Cc: Chris Evans < cevans@onni.com >

Jamie – you can forward this email to City of Vancouver which attaches a revised License Agreement and summarizes certain comments below. To the extent the City will not agree to our changes as is, I suggest we have a call to work through the business points and wording, as we are short on time to meet the City's intended signing deadline.

Fundamental comments and questions:

- Insurance, section 3. We understand the City may self-insure, but Onni still needs comfort that the protections it would otherwise receive as an additional insured on a user's insurance policy will be provided. The general indemnity alone is not sufficient, as we do not intend to have to deal with retaining/paying a lawyer and seeking contribution from the City later. Self-insurance alone for the City offers no protection to Onni as owner. As the City is a landlord across the City, we expect it understands Onni's completely reasonable concerns, particularly considering this type of use. We have offered some draft language on this point, and are happy to consider City comments, but the business point is important.
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<image 001.gif>

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From: "Granger, Heidi" < Heidi. Granger@vancouver.ca> To: "Jamie Vaughan" < iyaughan@onni.com> "Jimenez, Liza" < liza.jimenez@vancouver.ca> "Bond, Abigail" <Abigail.Bond@vancouver.ca> Date: 10/16/2017 4:08:56 PM Subject: RE: TMH Licensing Agreement - ONNI Thanks Jamie – I will review tonight and coordinate a response for tomorrow. Heidi Heidi Granger, Assistant Director – Development and Real Estate City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001 From: Jamie Vaughan [mailto:jvaughan@onni.com] **Sent:** Monday, October 16, 2017 4:49 PM To: Jimenez, Liza; Granger, Heidi; Bond, Abigail Cc: Chris Evans Subject: Fwd: TMH Licensing Agreement - ONNI Hi All, see attached revisions to the Licensing Agreement. We are happy to jump on a call tomorrow if needed. Jamie Get Outlook for iOS From: Chris Jackson < cjackson@onni.com > Sent: Monday, October 16, 2017 4:45 PM Subject: RE: TMH Licensing Agreement - ONNI To: Jamie Vaughan < ivaughan@onni.com> Cc: Chris Evans < cevans@onni.com> Jamie – you can forward this email to City of Vancouver which attaches a revised License Agreement and summarizes certain comments below. To the extent the City will not agree to our changes as is, I suggest we have a call to work through the business points and wording, as we are short on time to meet the City's intended signing deadline. Fundamental comments and questions: Insurance, section 3. We understand the City may self-insure, but Onni still needs comfort that the protections it would otherwise receive as an additional insured on a user's insurance policy will be provided. The general indemnity alone is not sufficient, as we do not intend to have to deal with retaining/paying a lawyer and seeking contribution from the City later. Self-insurance alone for the City offers no protection to Onni as owner. As the City is a landlord across the City, we expect it understands Onni's completely reasonable concerns, particularly considering this type of use. We have offered some draft language on this point, and are happy to consider City comments, but the business point is important. Sub-licensing, section 6. Onni expects to only deal with the City regarding this Agreement. Assignment to an operator is not acceptable. The City can sub-license to its operator. However, to the extent there are issues or matters to work through in the future, Onni intends to only deal with the City directly. City's Covenants, section 9. Onni is asking for the ability to reasonably cooperate in the selection of user groups. Note this is not a veto request. **Tenant Relocation at end of Term**, section 12. We need to beef up and clarify the City's obligation to provide vacant possession at the end of the term. Has the City considered how it may relocate tenants under the expected new restrictions in the RTA against fixed term agreements? Other comments/questions:

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From: "Bond, Abigail" < Abigail. Bond@vancouver.ca> To: "Jamie Vaughan" < iyaughan@onni.com> "Jimenez, Liza" < liza.jimenez@vancouver.ca> "Granger, Heidi" < Heidi. Granger@vancouver.ca> Date: 10/16/2017 3:50:40 PM Subject: RE: TMH Licensing Agreement - ONNI Hi, Thanks Jamie and team! That's great news and for turning this around so fast. We will take a look and set up a call if necessary. Abi From: Jamie Vaughan [mailto:jvaughan@onni.com] **Sent:** Monday, October 16, 2017 4:49 PM To: Jimenez, Liza; Granger, Heidi; Bond, Abigail Cc: Chris Evans **Subject:** Fwd: TMH Licensing Agreement - ONNI Hi All, see attached revisions to the Licensing Agreement. We are happy to jump on a call tomorrow if needed. Jamie Get Outlook for iOS From: Chris Jackson < cjackson@onni.com > Sent: Monday, October 16, 2017 4:45 PM Subject: RE: TMH Licensing Agreement - ONNI To: Jamie Vaughan < ivaughan@onni.com > Cc: Chris Evans < cevans@onni.com> Jamie – you can forward this email to City of Vancouver which attaches a revised License Agreement and summarizes certain comments below. To the extent the City will not agree to our changes as is, I suggest we have a call to work through the business points and wording, as we are short on time to meet the City's intended signing deadline. Fundamental comments and questions: **Insurance**, section 3. We understand the City may self-insure, but Onni still needs comfort that the protections it would otherwise receive as an additional insured on a user's insurance policy will be provided. The general indemnity alone is not sufficient, as we do not intend to have to deal with retaining/paying a lawyer and seeking contribution from the City later. Self-insurance alone for the City offers no protection to Onni as owner. As the City is a landlord across the City, we expect it understands Onni's completely reasonable concerns, particularly considering this type of use. We have offered some draft language on this point, and are happy to consider City comments, but the business point is important. **Sub-licensing**, section 6. Onni expects to only deal with the City regarding this Agreement. Assignment to an operator is not acceptable. The City can sub-license to its operator. However, to the extent there are issues or matters to work through in the future, Onni intends to only deal with the City directly. **City's Covenants**, section 9. Onni is asking for the ability to reasonably cooperate in the selection of user groups. Note this is not a veto request. **Tenant Relocation at end of Term**, section 12. We need to beef up and clarify the City's obligation to provide vacant possession at the end of the term. Has the City considered how it may relocate tenants under the expected new restrictions in the RTA against fixed term agreements? Other comments/questions:

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Thanks, Liza

Liza Jimenez **Housing Planner** Housing Policy & Projects City of Vancouver **Woodwards Office** T: 604.871.6460

<u>liza.jimenez@vancouver.ca</u>

From: "Jimenez, Liza" < liza.jimenez@vancouver.ca>

To: "Granger, Heidi" < Heidi. Granger@vancouver.ca>

"Gilbertson, Kenneth \(VAHA\)" < Kenneth.Gilbertson@vaha.ca>

Date: 10/16/2017 1:56:14 PM

Subject: RE: TMH Licensing Agreement - ONNI

Sadhu spoke to Chris over the weekend and he says we'll get it signed on Tuesday - hooray!

From: Granger, Heidi

Sent: Monday, October 16, 2017 2:35 PM **To:** Jimenez, Liza; Gilbertson, Kenneth (VAHA) **Subject:** RE: TMH Licensing Agreement - ONNI

Liza, Kenny – I have not heard anything from ONNI – can you follow up? I don't want to insert myself in the middle at this stage – just here if their lawyer has concerns.

Heidi

Heidi Granger, Assistant Director – Development and Real Estate

City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Jimenez, Liza

Sent: Thursday, October 12, 2017 5:18 PM **To:** cevans@onni.com; jvaughan@onni.com

Cc: Bond, Abigail; Granger, Heidi; Armin Amrolia; James Forsythe (iforsyth@bchousing.org); Harrison, Luke (VAHA)

Subject: RE: TMH Licensing Agreement - ONNI

Hi Chris,

Just wanted to follow up and ensure you have all the information you need for next steps?

Thanks, Liza

From: Jimenez, Liza

Sent: Wednesday, October 11, 2017 3:07 PM **To:** 'cevans@onni.com'; 'jvaughan@onni.com'

Cc: Bond, Abigail; Granger, Heidi; Armin Amrolia; James Forsythe (<u>iforsyth@bchousing.org</u>); Harrison, Luke (VAHA)

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From: "Chris Jackson" < cjackson@onni.com>

To: "Jimenez, Liza" < liza.jimenez@vancouver.ca>

Date: 10/19/2017 11:47:50 AM

Subject: Re: TMH Licensing Agreement - ONNI

Hi - We are waiting for a reply to my email of yesterday. It is down to only a couple of items. If city agrees to last draft from me we are good to go.

On Oct 19, 2017, at 12:42 PM, Jimenez, Liza < liza.jimenez@vancouver.ca > wrote:

Hi all – Abi and I spoke and we would really like to have this signed today. Where are we at? Is there anything that I can do help expedite this?

Liza

From: Chris Jackson [mailto:cjackson@onni.com]
Sent: Wednesday, October 18, 2017 5:41 PM
To: Granger, Heidi; Chris Evans; Jamie Vaughan

Cc: Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Jimenez, Liza

Subject: RE: TMH Licensing Agreement - ONNI

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- Insurance, section 4. For (i) The duty to defend and indemnity re: liability needs to extent to use, occupation, and work to, the lands. To achieve this end, some additional language was added. This is the protection Onni would have as an additional insured. For (ii) the concept of waiver of subrogation should be included. The City agreed that a waiver of subrogation would be included in a property insurance policy in s. 4(b). Our original and continuing point, is that Onni can live with the City or operator self-insuring provided we receive equal protection.
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I understand Jamie has followed up with you and the City on the Plan separately. As I say, I have a signature page, and so assuming we can finalize tomorrow am, we can deliver signed copies.

Thanks - Chris

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Sent: Wednesday, October 18, 2017 11:00 AM

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 The City and then BC Housing will be responsible for the occupiers of the units and and this does not need to be fleshed out in the license agreement.

Finally, I am going to send by separate email the proposed sketch plan which we can attach once the draft is in final form.

Many thanks,

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Heidi Granger, Assistant Director – Development and Real Estate City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

From: Jamie Vaughan [mailto:ivaughan@onni.com]

Sent: Monday, October 16, 2017 4:49 PM

To: Jimenez, Liza; Granger, Heidi; Bond, Abigail

Cc: Chris Evans

Subject: Fwd: TMH Licensing Agreement - ONNI

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Get Outlook for iOS

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Cc: Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Jimenez, Liza

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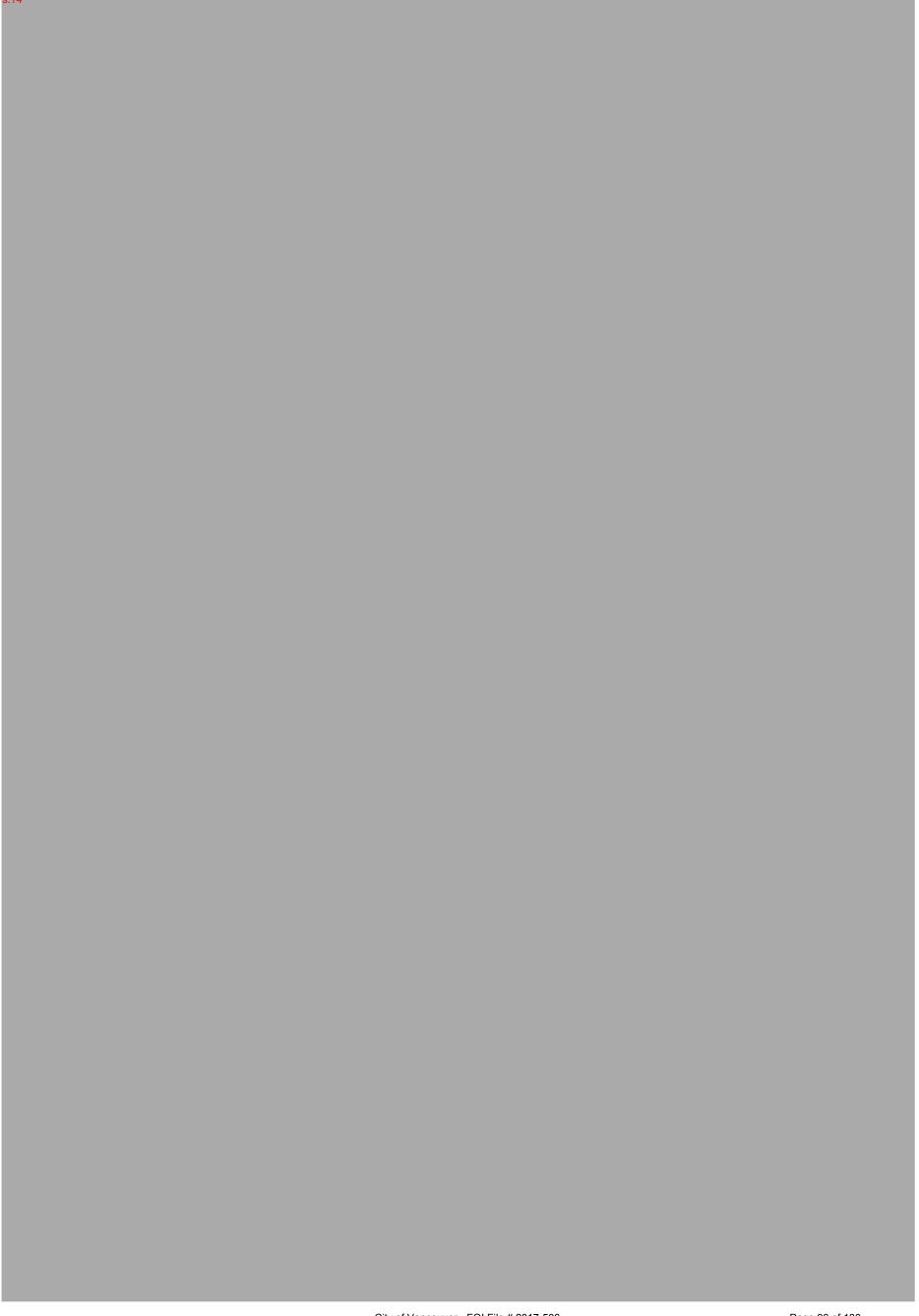
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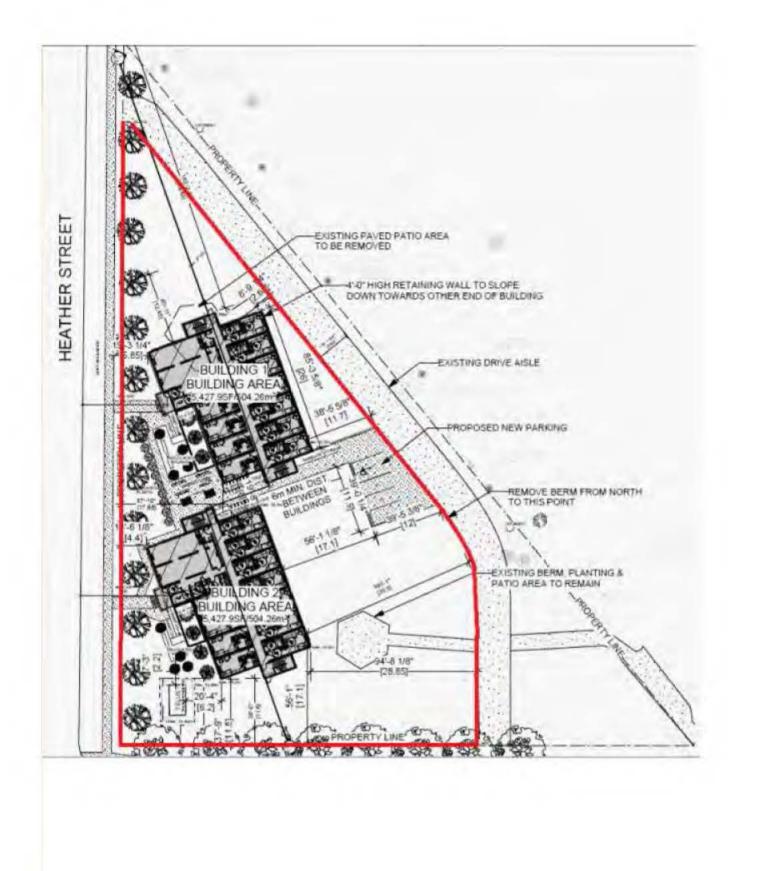
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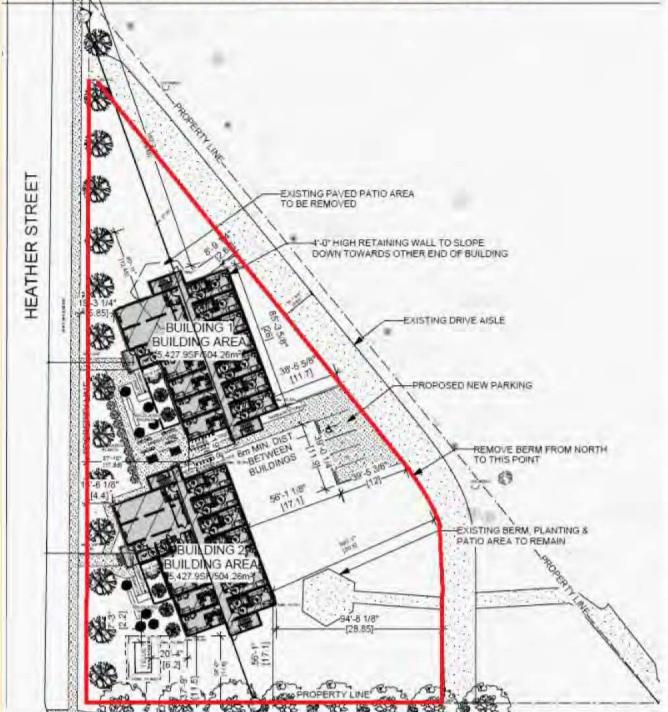
"Jamie Vaughan" <jvaughan@onni.com>

Date: 10/18/2017 2:09:29 PM

Subject: RE: TMH Licensing Agreement - ONNI

All - just to follow on my last email, here is the proposed sketch plan of the license area as provided by Kenny. If this is approved by Onni, I can add this as Schedule A to the license.

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Cc: Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Jimenez, Liza

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From: "Michael McAllister" < mrm@murdymcallister.com>

To: "Granger, Heidi" < Heidi. Granger@vancouver.ca>

"Bond, Abigail" <Abigail.Bond@vancouver.ca>
"James Forsyth" <jforsyth@bchousing.org>

Date: 10/18/2017 7:36:06 AM

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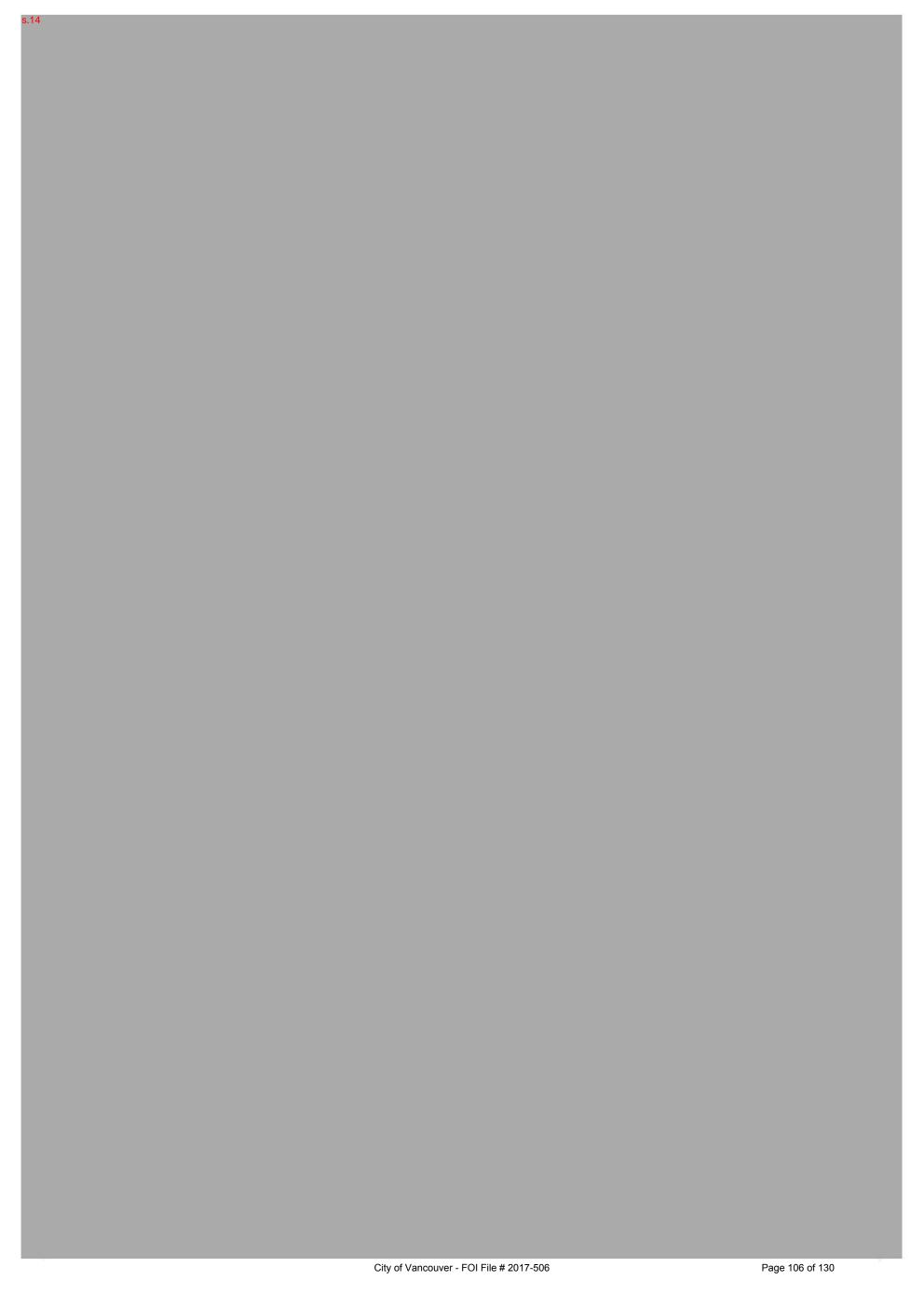
Michael McAllister Murdy & McAllister Barristers & Solicitors Two Bentall Centre 1155-555 Burrard Street P.O. Box 49059

Vancouver, Canada V7X 1C4

Tel: (604) 689-5263 Fax: (604) 689-9029

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I do have a signature page in hand and so as soon as the terms are finalized, we can compile the executed version.

Chris Jackson
General Counsel
ONNI GROUP
300 - 550 Robson Street
Vancouver, BC V6B 2B7
T: (604) 602-7711
ONNI.COM
<image001.gif>

From: Jimenez, Liza [mailto:liza.jimenez@vancouver.ca]

Sent: Wednesday, October 11, 2017 3:07 PM

To: Chris Evans < cevans@onni.com >; Jamie Vaughan < ivaughan@onni.com >

Cc: Bond, Abigail < <u>Abigail.Bond@vancouver.ca</u>>; Granger, Heidi < <u>Heidi.Granger@vancouver.ca</u>>; Armin Amrolia < <u>aamrolia@bchousing.org</u>>; James Forsyth@<u>bchousing.org</u>) < <u>iforsyth@bchousing.org</u>>; Harrison,

Luke (VAHA) < <u>Luke.Harrison@vaha.ca</u>> **Subject:** TMH Licensing Agreement - ONNI

Hi Chris,

Please find attached a revised Licensing Agreement in response your comments. Please feel free to have your legal counsel contact Heidi Granger directly at: (604) 829-2001/Ext. 82001and cc'ed here, to discuss any issues.

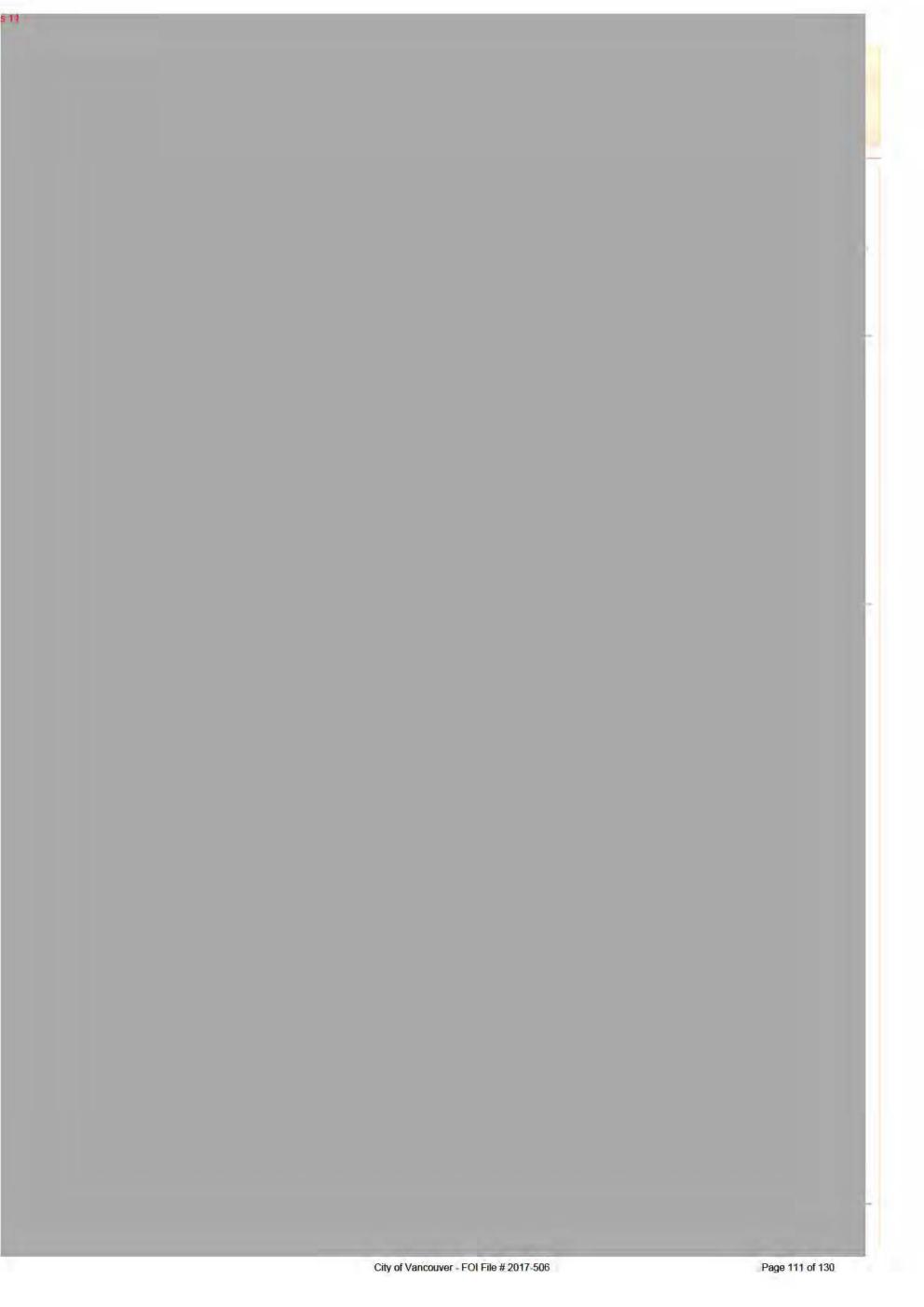
We look forward to receiving your signatures and moving forward with this valuable and innovative project.

Thanks, Liza

Liza Jimenez
Housing Planner
Housing Policy & Projects
City of Vancouver
Woodwards Office
T: 604.871.6460
liza.jimenez@vancouver.ca

<Blackline October 16 2017 Onni to City.docx>

<Temporary Modular Housing - Onni comments October 16 2017.docx>



From: Jamie Vaughan [mailto:jvaughan@onni.com]

Sent: Monday, October 16, 2017 4:49 PM **To:** Jimenez, Liza; Granger, Heidi; Bond, Abigail

Cc: Chris Evans

Subject: Fwd: TMH Licensing Agreement - ONNI

Hi All, see attached revisions to the Licensing Agreement. We are happy to jump on a call tomorrow if needed.

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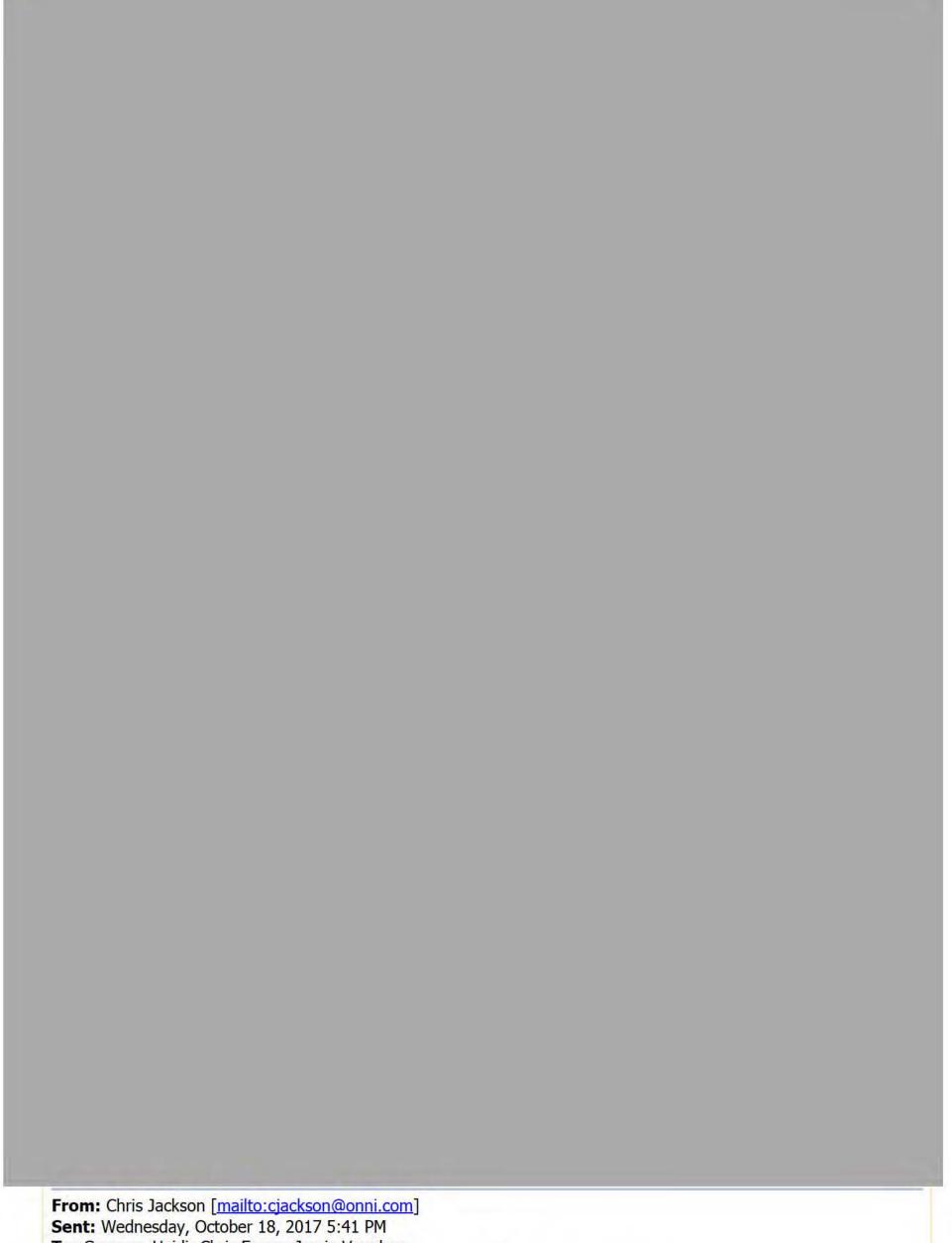
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<Blackline October 16 2017 Onni to City.docx>

<Temporary Modular Housing - Onni comments October 16 2017.docx>



To: Granger, Heidi; Chris Evans; Jamie Vaughan

Cc: Michael McAllister; Bond, Abigail; Gilbertson, Kenneth (VAHA); Jimenez, Liza

Subject: RE: TMH Licensing Agreement - ONNI

Hi Heidi – a few last comments from Onni are attached. We are almost there and we limited the response, but needed to make some last adjustments. Last comments include:

- Insurance, section 4. For (i) The duty to defend and indemnity re: liability needs to extent to use, occupation, and work to, the lands. To achieve this end, some additional language was added. This is the protection Onni would have as an additional insured. For (ii) the concept of waiver of subrogation should be included. The City agreed that a waiver of subrogation would be included in a property insurance policy in s. 4(b). Our original and continuing point, is that Onni can live with the City or operator self-insuring provided we receive equal protection.
- Licensee Covenants, section 9(f). Added the obligation to perform snow removal to immediately adjacent sidewalks, internal roads, lanes and pathways. I am mostly joking in saying this, but we are sensitive to this point based on bylaw violation tickets at this site.
- Indemnity, section 11. We are okay to remove the "heavier" language regarding vacant possession in section 12, provided it is clear Onni is indemnified for any costs it may incur related to clearing the site after the term if necessary. Due to this change, the indemnity is now stated to survive the expiry or sooner termination of the agreement.

I understand Jamie has followed up with you and the City on the Plan separately. As I say, I have a signature page, and so assuming we can finalize tomorrow am, we can deliver signed copies.

Thanks - Chris

Chris Jackson General Counsel ONNI GROUP 300 - 550 Robson Street Vancouver, BC V6B 2B7 T: (604) 602-7711 ONNI.COM



From: Granger, Heidi [mailto:Heidi.Granger@vancouver.ca]

Sent: Wednesday, October 18, 2017 11:00 AM

To: Chris Jackson <<u>cjackson@onni.com</u>>; Chris Evans <<u>cevans@onni.com</u>>; Jamie Vaughan <<u>jvaughan@onni.com</u>> **Cc:** Michael McAllister <<u>mrm@murdymcallister.com</u>>; Bond, Abigail <<u>Abigail.Bond@vancouver.ca</u>>; Gilbertson, Kenneth

(VAHA) < Kenneth. Gilbertson@vaha.ca>; Jimenez, Liza < liza.jimenez@vancouver.ca>

Subject: TMH Licensing Agreement - ONNI

Chris and all,

Please find a clean revised draft of the TMH license attached for your review together with a blackline comparing this draft to the one Jamie had sent on October 16th. I am hoping we can finalize this today so call me if you have any questions or concerns and I can work to address these. I have some meetings this morning but am generally available this afternoon.

You had a few notes in the draft which I wanted to comment on as follows:

- Section 3 the intent of this was so that Onni doesn't suffer any loss if it is somehow not eligible for tax averaging
 as a result of the Licensee's use of the lands, so this is to Onni's benefit in an effort to make it whole.
- Section 4 I understand your concerns and these revisions were made in consultation with City Risk Management and are fairly self-explanatory but let me know if you have further concerns.
- Section 7 I have accepted your change but we would like to continue to work with you on this. Essentially, what
 the City would like to obtain is information that Onni may have (site investigations) about the licence area and risk
 of contaminants existing in the license area as we need to protect the health and safety of the occupants. We are
 not requiring Onni to undertake additional investigations, but want to know what Onni already knows about the
 license area so that we can mitigate and this will hopefully save us time with MOE approvals.
- Section 9(p) the undertaking is a CoV permitting requirement which is why we need it, and I understand your position on this so have left the changes in.
- Section 12 I have removed some of the additional language as I think it is sufficient to provide vacant possession.
 The City and then BC Housing will be responsible for the occupiers of the units and and this does not need to be

fleshed out in the license agreement.

Finally, I am going to send by separate email the proposed sketch plan which we can attach once the draft is in final form.

Many thanks,

Heidi

Heidi Granger, Assistant Director - Development and Real Estate

City of Vancouver Law Department I Tel: (604) 829-2001/Ext. 82001

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From: "Bond, Abigail" <esfer.morales@vancouver.ca>

To: cevans@onni.com

Date: 9/18/2017 2:54:03 PM

Subject: Temporary Modular Housing - License Agreement

Attachments: Temporary Modular Housing (00794440-8xD3527).docx

Hi Chris,

Please find attached Temporary Modular Housing - License Agreement for your review and comment.

Jerry Evans, Director of Real Estate Services would be your prime City contact for follow-up as s.22(1)

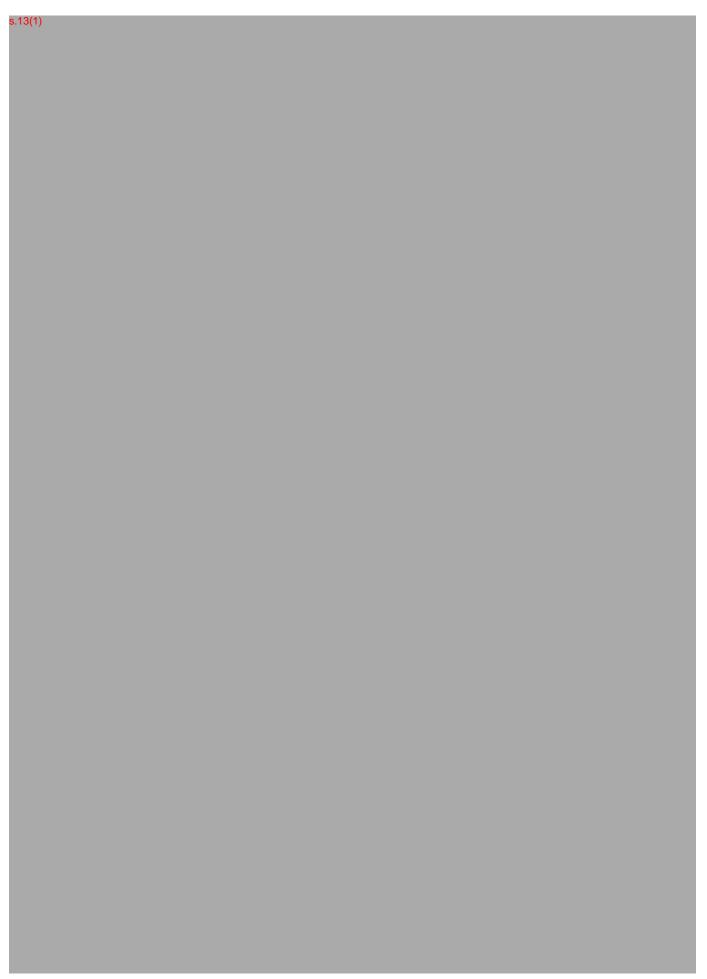
We would like to thank you for your willingness to consider our proposals for Housing First – Temporary Modular on your land.

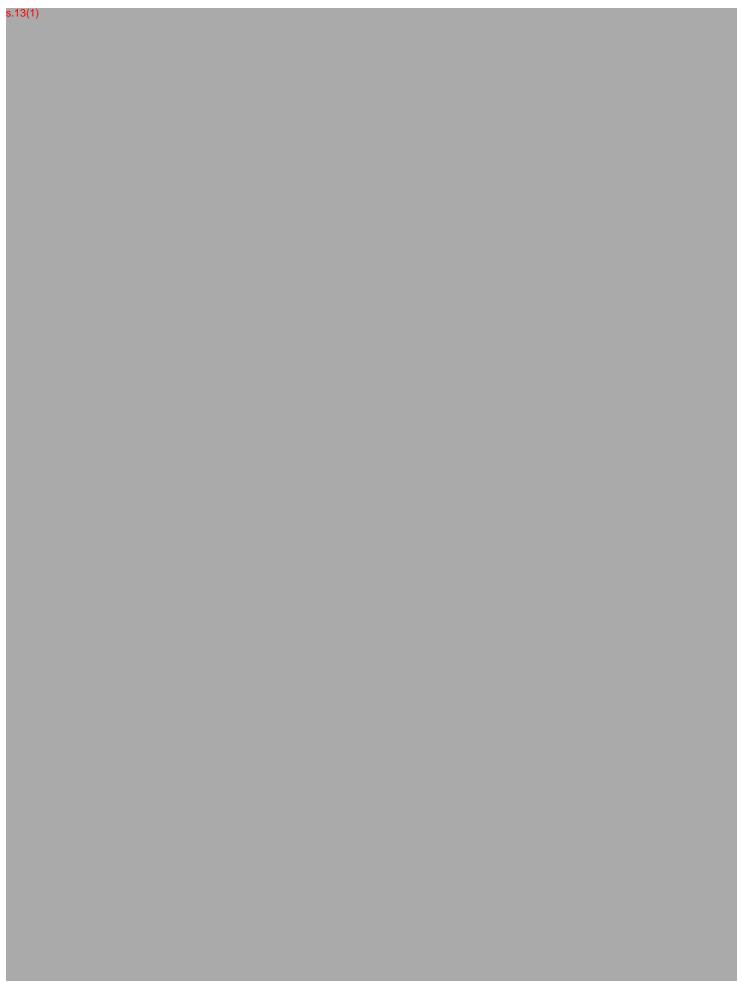
Regards,

Abi Bond

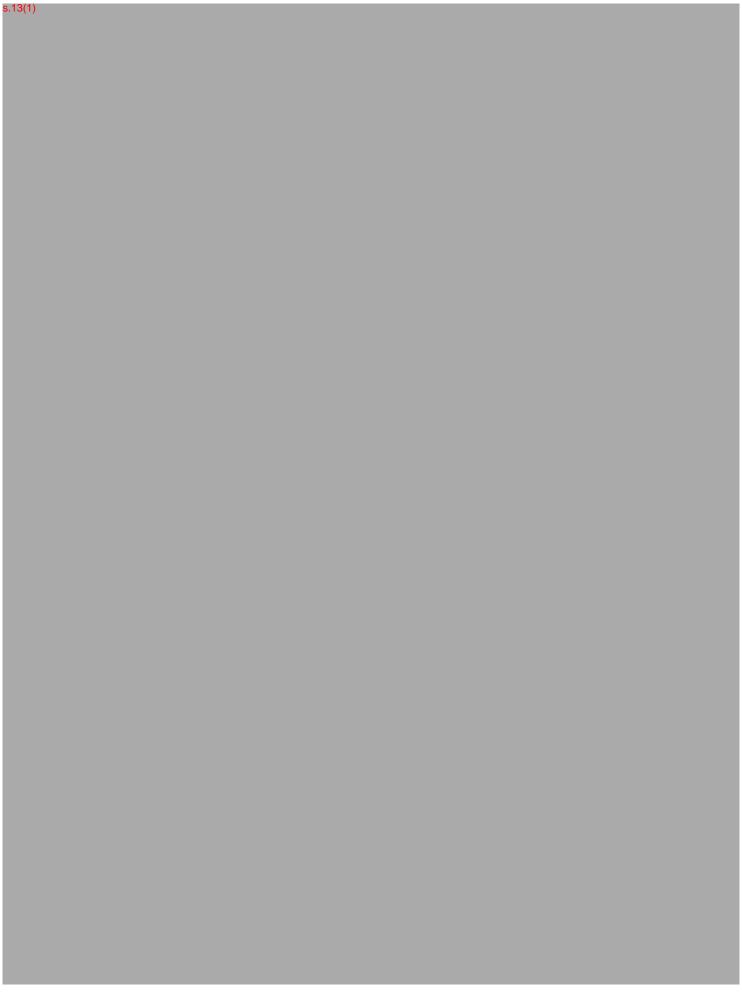
Director, Affordable Housing Projects

s.13(1)	

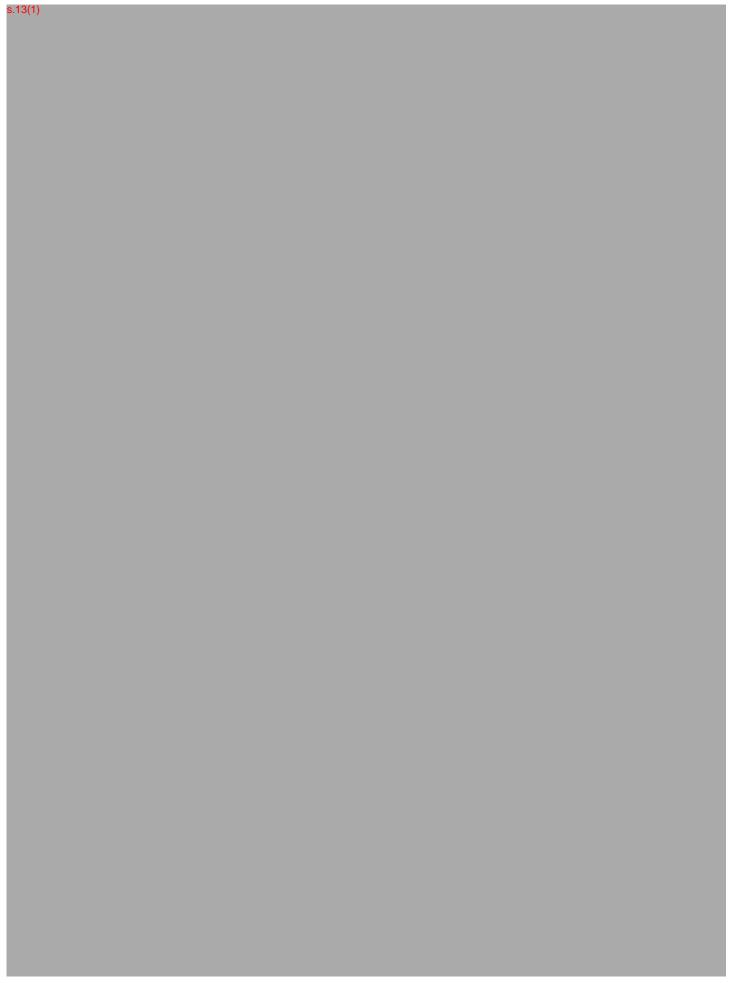




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