



**THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH
COLUMBIA
DIOCESAN COUNCIL**

Minutes of the meeting of March 27, 2025 at St John the Baptist, Duncan

EX-OFFICIO

Bishop	The Right Reverend Anna Greenwood-Lee
Chancellor	Isabel Weeks
Dean	The Very Reverend Jonathan Thomas R
Lay Secretary	Susan Rand
Clerical Secretary	The Reverend Heather Robinson
Treasurer	Joel Hefty
Executive Archdeacon	The Venerable Eric Partridge

ELECTED REGIONAL REPRESENTATIVES

The Rev. Trish Vollman-Stock	Ed Norman
The Rev. Marion Edmondson	Marjorie Aitken
The Rev. Kelly Duncan R	Helen Love
The Ven Craig Hiebert	Cory Herrera

APPOINTED

The Rev. Denise Doerksen

STAFF

Brendon Neilson - Executive Director
The Rev. Canon Jenny Replogle, Canon for Lay-Led Parishes and Parishes in
Transition **R**

GUESTS (with voice, no vote)

Rob Millar (JB Lawyers, LLP)
Kaeley Wiseman (Wiser Projects)
Christine Wright (Duncan Housing Society)

Faith in Foundation: Asset Management • Financial Resources • Effective Communication • Current Ministries • Shared
and Remote Ministries

RENEWED **HEARTS** RENEWED **SPIRITS** RENEWED **PEOPLE**

Welcome

Bishop Anna Greenwood-Lee opened the meeting at 10:00 AM with an opening prayer. As an opening exercise, the Bishop played a video by Parker Palmer on the tragic gap between corrosive cynicism and irrelevant idealism.

#1 Agenda for this diocesan council meeting:

Bishop Anna indicated that the agenda remains as presented (Appendix 1)

#2 Regrets for Absence - The clerical secretary noted three regrets for absence from this meeting. The clerical secretary declared that there was a quorum present, with 12 voting members in attendance from a total of fourteen having a vote on council.

#3 Consent agenda approval (Appendix 2.1, 2.2, 2.3)

1. The minutes of the Diocesan Council meeting of January 23, 2025 (Appendix 2.1), be approved as circulated
2. Diocesan Council Budget meeting February 26 (Appendix 2.2)
3. Finance Committee February 25 minutes (Appendix 2.3)

MOVED BY: Craig Hiebert

SECONDED BY: Marion Edmondson

That the consent agenda be approved.

THE MOTION WAS CARRIED

#4 Finance Update (Appendix 3.1, 3.2, 3.3)

Joel Hefty spoke about the ongoing work to improve the reliability and transparency of the accounting processes around the consolidated trust funds.

The Treasurer also discussed the emerging policy to exempt from apportionment amounts spent on capital improvements or put into a fund exclusively for capital improvements. He requested Diocesan Council support for this policy change.

Capital improvement expenditures (*i.e.*, to renovate or to extend the life of an asset, but not for routine or expected maintenance or insurance) may be excluded from apportionment in the year spent. The change would allow money put aside for capital improvements to be excluded as well.

The Treasurer requested confirmation of the current signers for the Synod's chequing accounts. There were no changes to signers.

MOVED BY: Isabel Weeks

SECONDED BY: Marion Edmondson

That Diocesan council approve the exclusion from apportionment of parish finances allocated to specifically designated capital improvement funds.

THE MOTION WAS CARRIED

MOVED BY: Ed Norman

SECONDED BY: Marjorie Aitken

That Diocesan Council approve the bishop, chancellor, treasurer, executive director and executive archdeacon as signatories on the TD Canada Trust chequing account.

THE MOTION WAS CARRIED

MOVED BY: Trish Vollman-Stock

SECONDED BY: Cory Herrera

That Diocesan Council approve the request for St John the Divine, Courtney to withdraw \$11,500 from their rectory trust fund.

THE MOTION WAS CARRIED

#5 Anglican Foundation Grant (Appendix 4)

MOVED BY: Marjorie Aitken

SECONDED BY: Eric Partridge

That Diocesan Council approve the Christ Church Cathedral choir application to the Anglican Foundation for a summer tour of Vancouver Island.

THE MOTION WAS CARRIED

Break 10:50

Re-convene 11:00

#6 St John's, Duncan (Appendix 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11)

Rob Millar of JB Lawyers introduced all the paperwork associated with the affordable housing project at St John's Duncan.

MOVED BY: Isabel Weeks
SECONDED BY: Marjorie Aitken

That Diocesan Council approve the Air Space Parcel Subdivision Plan described as item No. 1 in the Appendix, and that Diocesan Council authorize Brendon Neilson, Executive Director, to execute and deliver the same, in the form as presented, with such changes, if any, as may be approved by him as the person executing the same on behalf of the Diocese, and whose signature thereon will be conclusive evidence of such approval, and to execute and deliver such further documents, instruments, and certificates as may be reasonably required in connection therewith.

That Diocesan Council approve the Air Space Parcel Easement Agreement described as item No. 2 in the Appendix, and that Diocesan Council authorize Brendon Neilson, Executive Director, to execute and deliver the same, in the form as presented, with such changes, if any, as may be approved by him as the person executing the same on behalf of the Diocese, and whose signature thereon will be conclusive evidence of such approval, and to execute and deliver such further documents, instruments, and certificates as may be reasonably required in connection therewith.

That Diocesan Council approve the Ground Lease of Remainder Parcel by the Diocese in Favour of DHS described as item No. 3 in the Appendix, and that Diocesan Council authorize Brendon Neilson, Executive Director, to execute and deliver the same, in the form as presented, with such changes, if any, as maybe approved by him as the person executing the same on behalf of the Diocese, and whose signature thereon will be conclusive evidence of such approval, and to execute and deliver such further documents, instruments, and certificates as may be reasonably required in connection therewith.

That Diocesan Council approve the Offer to Sublease—Church Hall Space described as item No. 4 in the Appendix, and that Diocesan Council authorize Brendon Neilson, Executive Director, to execute and deliver the same, in the form as presented, with such changes, if any, as may be approved by him as the person executing the same on behalf of the Diocese, and whose signature thereon will be conclusive evidence of such approval, and to execute and deliver such further documents, instruments, and certificates as may be reasonably required in connection therewith.

That Diocesan Council adopt the recommendations of the Executive Director as set out with respect to the Items described as items No. 5 through No. 10 in the Appendix, and that Diocesan Council authorize Brendon Neilson, Executive Director, to proceed with negotiation and (where indicated) signing and delivery of same, generally in accordance with the recommendations or discussion set out in the Appendix for these items.

THE MOTION WAS CARRIED

MOVED BY: Eric Partridge
SECONDED BY: Marion Edmondson

That Diocesan Council extend their sincere appreciation to the parish of St John the Baptist, Duncan, recognizing their sacrificial gift of property and church hall in order to build relationships and extend a helping hand within the wider community.

THE MOTION WAS CARRIED

#7 Duncan Housing Society

Kaeley Wiseman of Wiser Projects and Christine Wright of Duncan Housing Society spoke about the scope of the St John's Duncan project.

Lunch Break 12:00

Re-convene 12:45

#8 HR Working Group (Appendix 6.1, 6.2)

MOVED BY: Isabel Weeks
SECONDED BY: Helen Love

That Diocesan Council recommend that parishes implement "averaging agreements" for all newly hired lay employees. It is further recommended that the finance department work with the parishes to encourage the few remaining lay employees still submitting timesheets, to agree to sign onto the updated lay employment agreement which includes the averaging agreement provisions.

THE MOTION WAS CARRIED

#9 Canons Committee (Appendix 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8)

Eric Partridge announced an accidental omission from the Canons pertaining to the lay and clerical secretaries. The Chancellor offered these five amendments to the regulations:

MOVED BY: Cory Herrera
SECONDED BY: Ed Norman

Regulation R5.1.12: The Clerical Secretary and the Lay Secretary are permitted to attend all meetings of Diocesan Council, with voice but no vote.

That Diocesan Council approve the addition of the words “announce the appointment of” to Regulation R7.5.1 (7) (e) so it reads:

“Announce the appointment pursuant to Regulation R 7.7.1 of an examiner to review the financial statements.”

That Diocesan Council approve the addition of subparagraph 23 to Regulation R7.7.1 C:

“23. In consultation with the treasurer, appoint annually an examiner to review the financial statements.”

THE MOTION WAS CARRIED

MOVED BY: Craig Hiebert

SECONDED BY: Marion Edmondson

That Diocesan Council approve the revision of Regulation R8.6.2 so that it reads:

“WITHDRAWALS FROM THE CTF

A. Subject to subsection B below, applications for withdrawals of income or capital from the CTF shall be made to the Finance Committee or for amounts less than \$100,000 to the Operations Committee, and shall include the following information: name of fund or trust, amount requested, purpose, and names of applicants.

B. Applications are not required for quarterly payments of income flowing to unitholders.

C. Withdrawal requests shall be made at least:

- 1. 15 days before funds are required, or*
- 2. 30 days before funds are required if the request is for \$100,000 or more.”*

THE MOTION WAS CARRIED

MOVED BY: Eric Partridge

SECONDED BY: Joel Hefty

That Diocesan Council approve the amendment of Regulation R8.5.2 by adding paragraphs 4,5 and 6:

“4. Fred Rudd Memorial Trust for a bursary or bursaries for any Anglican student studying for the sacred ministry with a preference to be given to students from the Saanich Deanery.

5. Biddle-King Estate Fund for a scholarship to encourage and assist candidates for the Anglican priesthood who have real need for such help.

6. Nicholas Addems Fund for education in business administration and allied subjects to assist students in administering their roles once they take Holy Orders.”

THE MOTION WAS CARRIED

MOVED BY: Isabel Weeks
SECONDED BY: Helen Love

That Diocesan Council approve the replacement of Regulation R7.3.1 with:

“A. Parishes wishing to undertake construction or repairs costing greater than \$20,000. whether to an existing structure or creating a new structure, must obtain the approval of the incumbent, the wardens, and parish council, and then must obtain approval of diocesan council.

B. Parishes wishing to undertake construction or repairs costing greater than \$100,000. whether to an existing structure or creating a new structure, must consult with the Executive Officer, obtain the approval of the incumbent, the wardens, and parish council, and then must obtain the approval of an annual or special meeting of parishioners, and then must obtain approval of diocesan council.

THE MOTION WAS CARRIED

MOVED BY: Marjorie Aitken
SECONDED BY: Cory Herrera

That Diocesan Council approve the following updated policy statements:

Human Resources Manual

Respectful Conduct Policy

Privacy Policy

Social Media Policy

Wardens’ Handbook

Treasurer’s Handbook

THE MOTION WAS CARRIED

#9 Property Updates (Appendix 8.1, 8.2, 8.3, 8.4, 8.5)

Brendon Neilson gave a short update on all the current property projects.

- Recommendation of Asset Committee re: Wiser Projects

MOVED BY: Isabel Weeks

SECONDED BY: Helen Love

That Diocesan Council approve up to \$27,500 from the Property Redevelopment Fund to cover the 2025 asset management contract with Wiser Projects under the management of the Executive Director.

THE MOTION WAS CARRIED

- St Dunstan's sale – accepting bids
- Cathedral Project – re-zoning in progress
- St Mark's, Salt Spring Island, Cemetery

MOVED BY: Craig Hiebert

SECONDED BY: Marjorie Aitken

That Diocesan Council approve the easement at St Mark's Cemetery on Salt Spring Island.

THE MOTION WAS CARRIED

Closing

The Bishop thanked everyone in attendance for their commitment to the life of the Diocese.

The Bishop led us with the doxology at 1:55pm.

Next Scheduled Diocesan Council meeting
Thursday, June 19, 2025, at 10:00 am, at St Peter's Quamichan

10:00 AM, Thursday, March 27, 2025
In-person at St. John the Baptist, Duncan

Diocesan Council Agenda
Meeting held on March 27, 2025 in-person at St. John the Baptist, Duncan

Approx Time	Topic	Documents	Presenter
9:30am	Coffee and snacks		
10:00am	Opening Prayer Tragic Gap	055-01	Bishop Anna
10:30am	Regrets for Absence and Consent Agenda <ul style="list-style-type: none"> Diocesan Council Jan 23 Minutes Diocesan Council Budget Feb 26 Minutes Finance Committee 	001-02 001-03 001-04	Secretaries and Bishop Anna
10:40am	Finance Update <ul style="list-style-type: none"> Apportionment of Capital Improvements Corporate Resolution RTF Withdrawal for St. John the Divine 	003-01 003-02 003-03	Joel Hefty
10:50am	BREAK		
11:00am	St. John, Duncan agreements <ul style="list-style-type: none"> Air Space Parcel Plan ASP Easement Agreement Ground Lease Offer to Sublease <ul style="list-style-type: none"> Encroachment Agreement Parking Access Easement License to Occupy BC Hydro – Telus New Home Warranty Exemption Document Table- Duncan Manor Memo to DC re Duncan Housing Project 	010-01 010-02 010-03 010-04 010-05 010-06 010-07 010-08 010-09 010-10 010-11	Brendon Neilson, Isabel Weeks, Rob Millar (JB Lawyers)
11:30am	Duncan Housing Society		Kaeley Wiseman (Wiser Projects) & Christine Wright (Duncan Housing Society)
12:00pm	LUNCH		
12:45pm	Anglican Foundation Grant	035-01	Brendon Neilson
1pm	HR Working Group Update <ul style="list-style-type: none"> Memo: HR Updates Lay Employment Contact 	011-01 011-02	Isabel Weeks
1:20pm	Canon's Committee <ul style="list-style-type: none"> Memo: Canons and Regulations <ul style="list-style-type: none"> Social Media Policy Information Security Policy Privacy Policy Respectful Conduct Policy Human Resources Policy Wardens' Handbook Treasurers' Handbook Gift Acceptance Policy 	005-01 005-02 005-03 005-04 005-05 005-06 005-07 005-08 005-09	Isabel Weeks and Eric Partridge
1:40pm	Property Updates <ul style="list-style-type: none"> Memo: Recommendation of Asset Committee re: Wiser Projects St. Dunstan Plan St. Mark Cemetery SRW <ul style="list-style-type: none"> Tripartite later survey SCT Compensation Letter AGT to Grant TRI SRW Execution Letter Proposed Plan 	010-12 010-13 010-14 010-15 010-16	Brendon Neilson
2pm	Closing Comments and Prayer		Bishop Anna

The next meeting of Diocesan Council will be Thursday, June 19, 2025
from 10am – 12:30pm online via Zoom



**THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH
COLUMBIA
DIOCESAN COUNCIL**

Minutes of the meeting of January 23, 2025 on Zoom

EX-OFFICIO

Bishop	The Right Reverend Anna Greenwood-Lee (chair)
Chancellor	Isabel Weeks
Dean	The Very Reverend Jonathan Thomas
Executive Archdeacon	The Venerable Eric Partridge
Treasurer	Joel Hefty
Clerical Secretary	The Reverend Heather Robinson
Lay Secretary	Susan Rand

ELECTED REGIONAL REPRESENTATIVES

The Rev. Trish Vollman-Stock	Ed Norman
The Rev. Marion Edmondson	Marjorie Aitken
The Rev. Kelly Duncan	Helen Love
The Ven Craig Hiebert	Cory Herrera

APPOINTED

The Rev. Denise Doerksen

STAFF

Brendon Neilson - Executive Director
The Rev. Canon Jenny Replogle, Canon for Lay-Led Parishes and Parishes in Transition

GUESTS (with voice, no vote)

Faith in Foundation: Asset Management • Financial Resources • Effective Communication • Current Ministries • Shared and Remote Ministries

RENEWED **HEARTS** RENEWED **SPIRITS** RENEWED **PEOPLE**

Welcome

Bishop Anna Greenwood-Lee opened the meeting at 10:00 AM with an opening prayer. As an opening exercise, Jenny invited us to talk about the Group Needs model joining self to group to world (Appendix 1).

#1 Agenda for this diocesan council meeting:

Bishop Anna indicated that the agenda remains as presented (Appendix 2)

#2 Regrets for Absence - The clerical secretary noted no regrets for absence from this meeting. The clerical secretary declared that there was a quorum present, with 15 voting members in attendance from a total of fifteen having a vote on council.

#3 Consent agenda approval (Appendix 3.1, 3.2, 3.3, 3.4, 3.5, 3.6)

1. The minutes of the Diocesan Council meeting of November 28, 2024 (Appendix 3.1), be approved as circulated (appendices attached to the September minutes).
2. Operations Committee Dec 11 minutes (Appendix 3.2)
3. Operations Committee Dec 24 e-vote record (Appendix 3.3)
4. Finance Committee Jan 15 minutes (Appendix 3.4)
5. Supplemental Pensions Committee Dec 10 minutes (Appendix 3.5)
6. Educational Trusts Committee Jan 14 minutes (Appendix 3.6)

MOVED BY: Isabel Weeks

SECONDED BY: Eric Partridge

That the consent agenda be approved.

THE MOTION WAS CARRIED

#4 Synod Office Staff Changes

Bishop Anna listed numerous changes in the diocesan office. Shantal Hetlinger is taking over as the executive assistant to the bishop and has already begun that position. Justine Sales is the new part time archivist. Naomi Racz will move into an expanded communications role within the diocese. Eric Partridge has announced his retirement as of the end of August 2025.

#5 Finance Update

Joel Hefty spoke about the 2025 budget process with the idea that there will be a zoom budget presentation when it is ready. Bishop Anna asked us to consider growing the First Nations Reconciliation (FNR) fund by adding its strength to the consolidated trust funds.

MOVED BY: Isabel Weeks
SECONDED BY: Trish Vollman-Stock

"That the FNR fund be used to offset budgeted expenses associated with ministry in the north in 2025."

THE MOTION WAS CARRIED

MOVED BY: Craig Hiebert
SECONDED BY: Jonathan Thomas

"That the remaining amount in the FNR fund be put into the consolidated trust fund for use in future years as determined by DC and consistent with the FNR fund's expressed intent."

THE MOTION WAS CARRIED

#6 Parish Grants (Appendix 4.1, 4.2)

MOVED BY: Helen Love
SECONDED BY: Marjorie Aitken

That Diocesan Council approve a grant of \$2400 for Spanish ministry at Church of the Advent in Colwood.

THE MOTION WAS CARRIED

MOVED BY: Marjorie Aitken
SECONDED BY: Ed Norman

That Diocesan Council authorize a grant of \$8000 to the parish of St Anne and St Edmund in Parksville.

THE MOTION WAS CARRIED

#7 Canons Committee (Appendix 5)

Chancellor Isabel Weeks announced two typographical corrections of errors to the Canons, and offered these five amendments to the regulations:

MOVED BY: Helen Love

SECONDED BY: Marion Edmondson

That Diocesan Council approve the replacement of subparagraph 1a of Regulation R5.1.8 A with:

“1. The Canons Committee

- a. The membership of which shall be determined by diocesan council in consultation with the Chancellor, up to two of which members need not be members of diocesan council.”*

That Diocesan Council approve the addition of this section to Regulation R7.6.2:

“H. In the period between December 31 of any year and the approval of a new budget for the following year, wardens are empowered to continue to apply the budget from the previous year, with the necessary changes to accommodate raises in salaries of clergy and parish employees and service providers, as if that previous budget was a new budget for the new year.”

That Diocesan Council approve the amendment of the title of Regulation R7.8.1 so that it reads:

“Parish Lay Employees and Service Providers”

That Diocesan Council approve the amendment of Regulation R7.8.1 E by adding the words “or service provider” so that it reads:

“All contracts entered into between the parish and an employee or service provider shall first be approved by the Chancellor.

That Diocesan Council approve the deletion of Regulation R10.1 as it is now entirely covered by Canon 10.2.

THE MOTION WAS CARRIED

MOVED BY: Isabel Weeks

SECONDED BY: Marion Edmondson

That Diocesan Council approve the amendment of Regulation R7.6.2 by inserting the words “in consultation with the incumbent” into paragraph A, and adding a new paragraph B and renumbering paragraphs C through F such that the regulation reads:

A. The churchwardens and parish treasurer in consultation with the incumbent shall prepare a draft annual parish budget and will present that draft to parish council for consideration before presenting it to the annual meeting of parishioners for approval.

B. For parishes that have no incumbent or are in transition between incumbents the bishop will appoint someone to consult on the proposed budget prior to presenting it to parish council for approval.

C. If parish council suggests amendments to the draft budget, the churchwardens and the treasurer will consider the proposed amendments and will make the final decision regarding the terms of the draft budget that is to be presented to the annual meeting of parishioners

D. The vestry, at the annual meeting of parishioners may accept the draft budget or return it to the churchwardens and treasurer for further consideration. If the draft budget is not approved by the annual meeting of the parishioners, the process set out in paragraphs A, B, and C above, shall be repeated, and a special meeting of parishioners shall be called to consider a new draft budget.

E. If a second draft budget is not approved at the special meeting of parishioners, the churchwardens may either repeat the process set out in paragraphs A, B, and C above, until a draft budget is approved by a special meeting of parishioners or may refer the draft budget to the Executive Archdeacon, whose decision shall be final.

F. During the year between annual meetings of parishioners, any amendment to the approved budget that increases the total expenditures by more than 10% may only be made by a special meeting of parishioners.

G. During the year between annual meetings of parishioners, any amendment to the approved budget that increases the total expenditures by 10% or less may only be made with the approval of parish council.

THE MOTION WAS CARRIED

Break 11:10

Re-convene 11:25

#8 HR Working Group (Appendix 6.1, 6.2, 6.3, 6.4, 6.5, 6.6)

MOVED BY: Marjorie Aitken

SECONDED BY: Marion Edmondson

That Diocesan Council approve the amended version of the HR Policy Manual as presented.

THE MOTION WAS CARRIED

MOVED BY: Ed Norman

SECONDED BY: Cory Herrera

That Diocesan Council approve necessary research of affected employees' payroll records to provide a recommended average of hours worked.

THE MOTION WAS CARRIED

MOVED BY: Ed Norman
SECONDED BY: Marjorie Aitken

That Diocesan Council authorize preparation of amendments to existing employees' employment agreements to incorporate averaging agreement provisions, and insertion of averaging provisions into the standard form employment agreements for newly hired employees, such provisions to be reviewed and approved by Diocesan Council before being implemented.

THE MOTION WAS CARRIED

MOVED BY: Isabel Weeks
SECONDED BY: Jonathan Thomas

That Diocesan Council approve the amended version of the Respectful Conduct Policy as presented.

THE MOTION WAS CARRIED

#9 Refugee Program Update (Appendix 7)

Brendon Neilson let council know that there are still 76 people who have been waiting for three years to come to Canada as refugees under our diocesan program.

MOVED BY: Marjorie Aitken
SECONDED BY: Isabel Weeks

That Diocesan Council approve using \$46,220 from the refugee contingency fund to cover the 2025 Refugee Sponsorship Coordinator salary.

THE MOTION WAS CARRIED

#10 Property Updates (Appendix 8.1, 8.2, 8.3)

Brendon Neilson gave a short update on all the current property projects.

- St Dunstan's
- St John the Baptist, Duncan lease agreement
- Fanny Bay proceeds of sale

- Bethlehem Investor's Group – RFP has gone out

Site: Fanny Bay (418 Ships Point Rd)	
Total received by diocese:\$475,817.18	
Reciprocity payment(\$7,700 is the BC policy calculation)	\$10,000 (Fanny Bay is the traditional territory of thePentlatch)
Pressing Need:	\$200,000-2024 operational budget commitment.
Ministry Context: A) St. John the Divine Courtenay B) Fanny Bay OAP	a) \$20,000 Request for funds to support kitchen renovation project b)\$10,000 Request for donation in support of their caretaking and preservation of the site over the last 30 years
Remainder:	\$235,817.18
Future Ministries:	\$100,000Reconciliation Fund
Internal investments:	\$67,908.59 Property Redevelopment Fund \$67,908.59 Synod General CTF

Marjorie Aitken and Marion Edmondson offered to recuse themselves from this vote but the bishop declared that it would not be necessary.

MOVED BY: Helen Love
SECONDED BY: Jonathan Thomas

That Diocesan Council recommend allocating the funds from the sale of 418 Ship's Point Road according to the above table, with the exception of the two internal investments on the bottom row which will be deferred to a later date.

THE MOTION WAS CARRIED

#11 Bishop's Dinner

February 5, 2025, in support of North Island ministries.

Closing

The Bishop thanked everyone in attendance for their commitment to the life of the Diocese.

The Bishop left at 12:30 pm and Jenny Replogle led us in a time of debriefing.

Next Scheduled Diocesan Council meeting
Thursday, March 27, 2025, at 10:00 am, in-person at St. John the Baptist, Duncan

The Group Needs Model



Adapted from “The Group Needs Model: A Tool for Creating Extraordinary Groups” by Geoffery M. Bellman and Kathleen D. Ryan



**Think of the most extraordinary
group you've ever been part of...**



Put your thoughts in the chat....

What did that group do that helped make it so fantastic?

How did the group feel because of what they did together?



The questions we are considering with this model...

- Why do some groups achieve amazing results while most do not?
- What do extraordinary groups have in common that sorts them from others?
- How might we create these terrific results more often?



An Extraordinary Group...

Achieves outstanding results while
members--

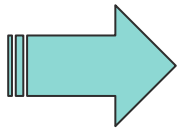
individually or collectively--

experience a profound shift in how they see
their world.



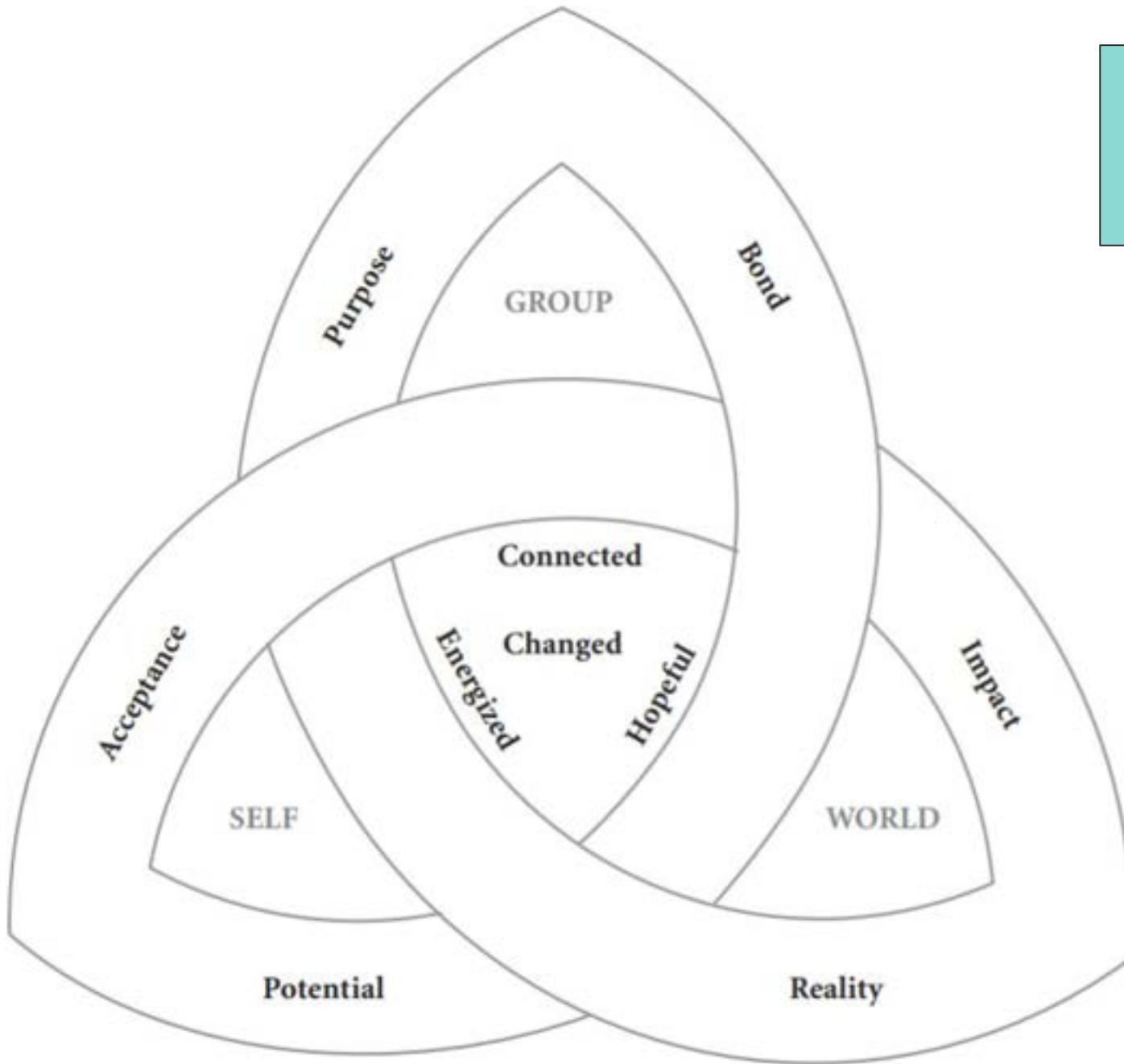
Groups in Human History

- 200,000+ years of living in groups
- 5,000+ years of large organizations
- Survive together, perish alone
- Genetically informed to group



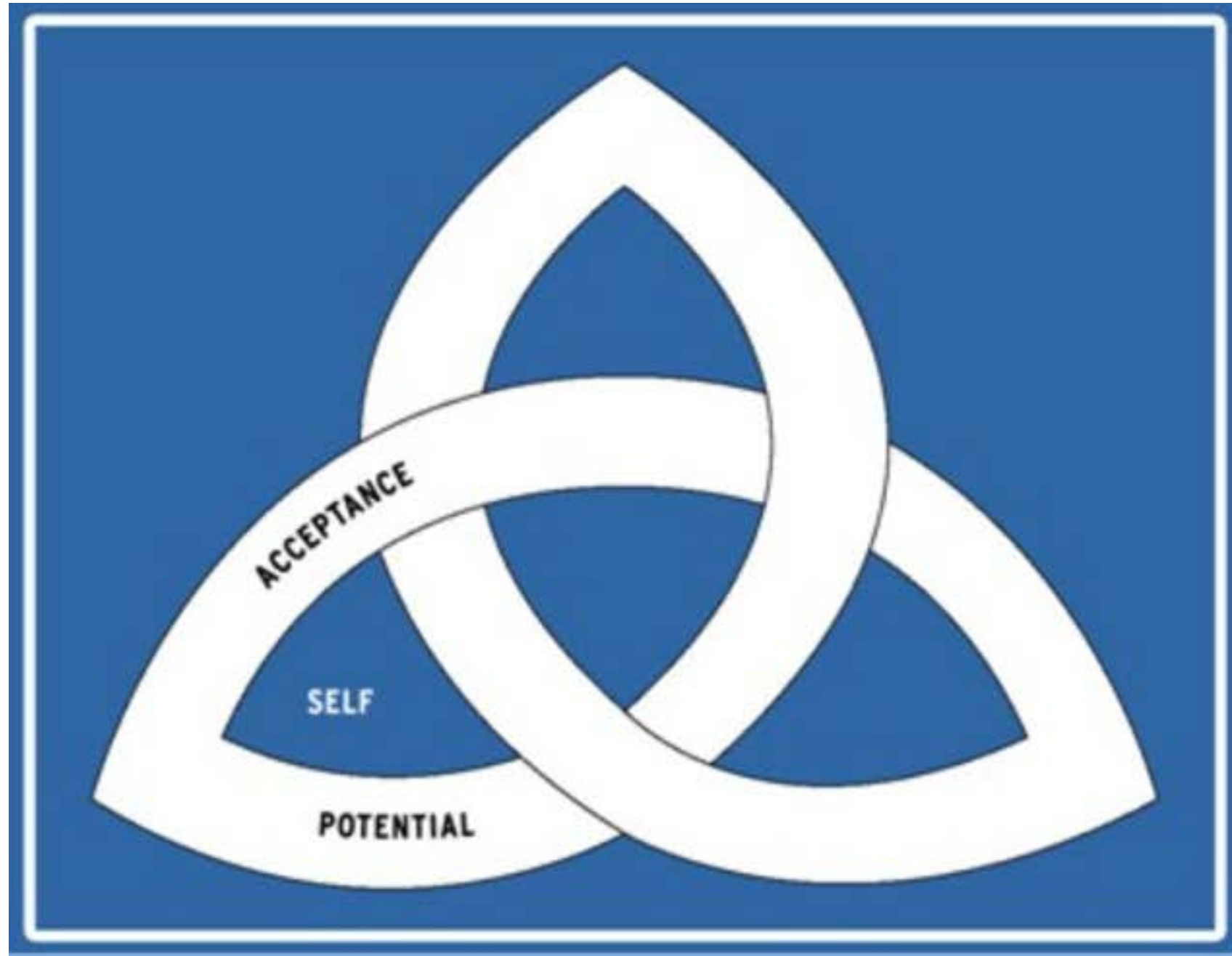
We come to groups with ancient and instinctive needs that we long to meet in a group experience – whether we know it or not.

The Group Needs Model



ACCEPTANCE:
Knowing and
accepting
ourselves for who
we are.

POTENTIAL:
Sensing and
growing into our
fuller and better
selves.

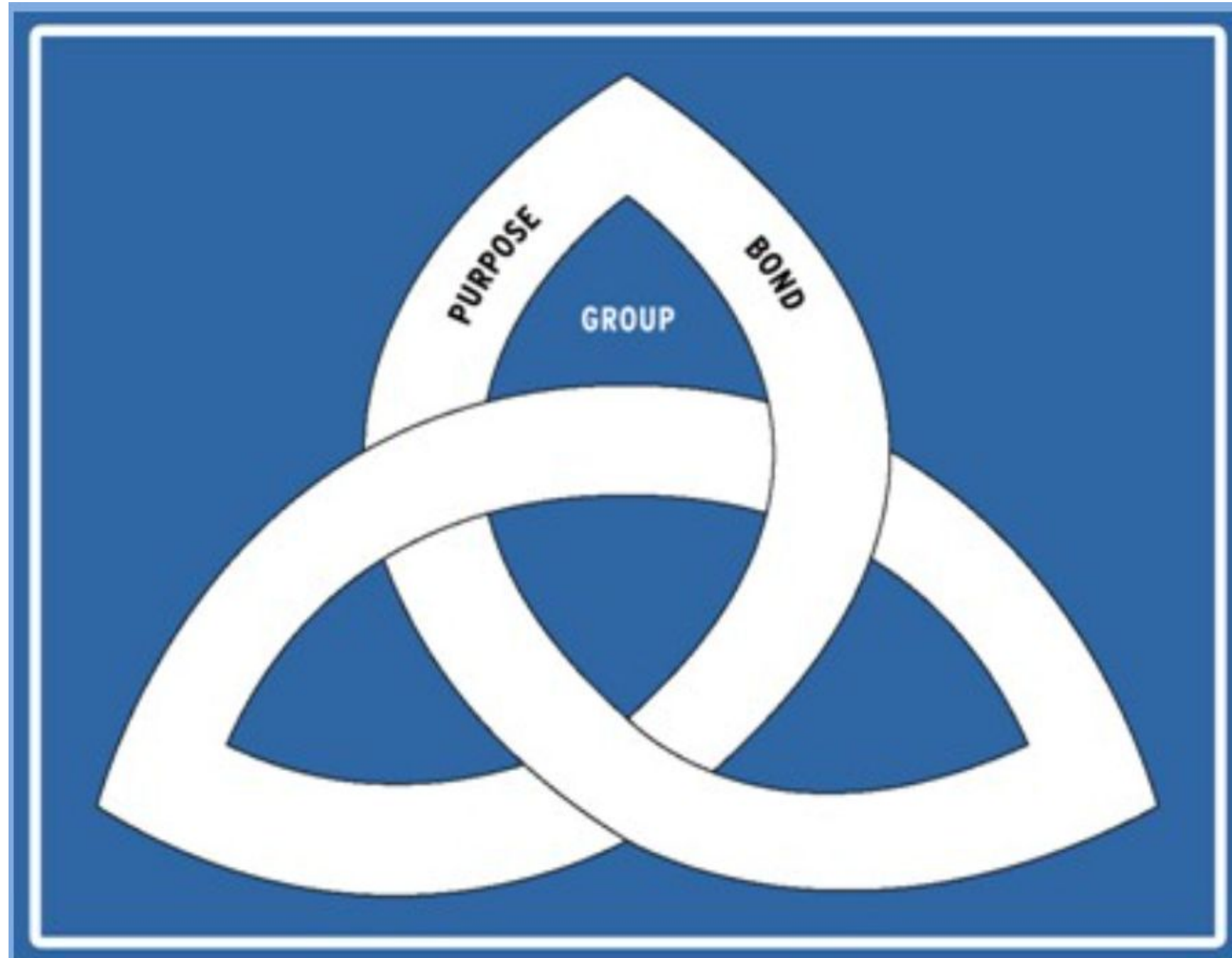


BOND:

The connections among us that create a shared sense of identity and belonging.

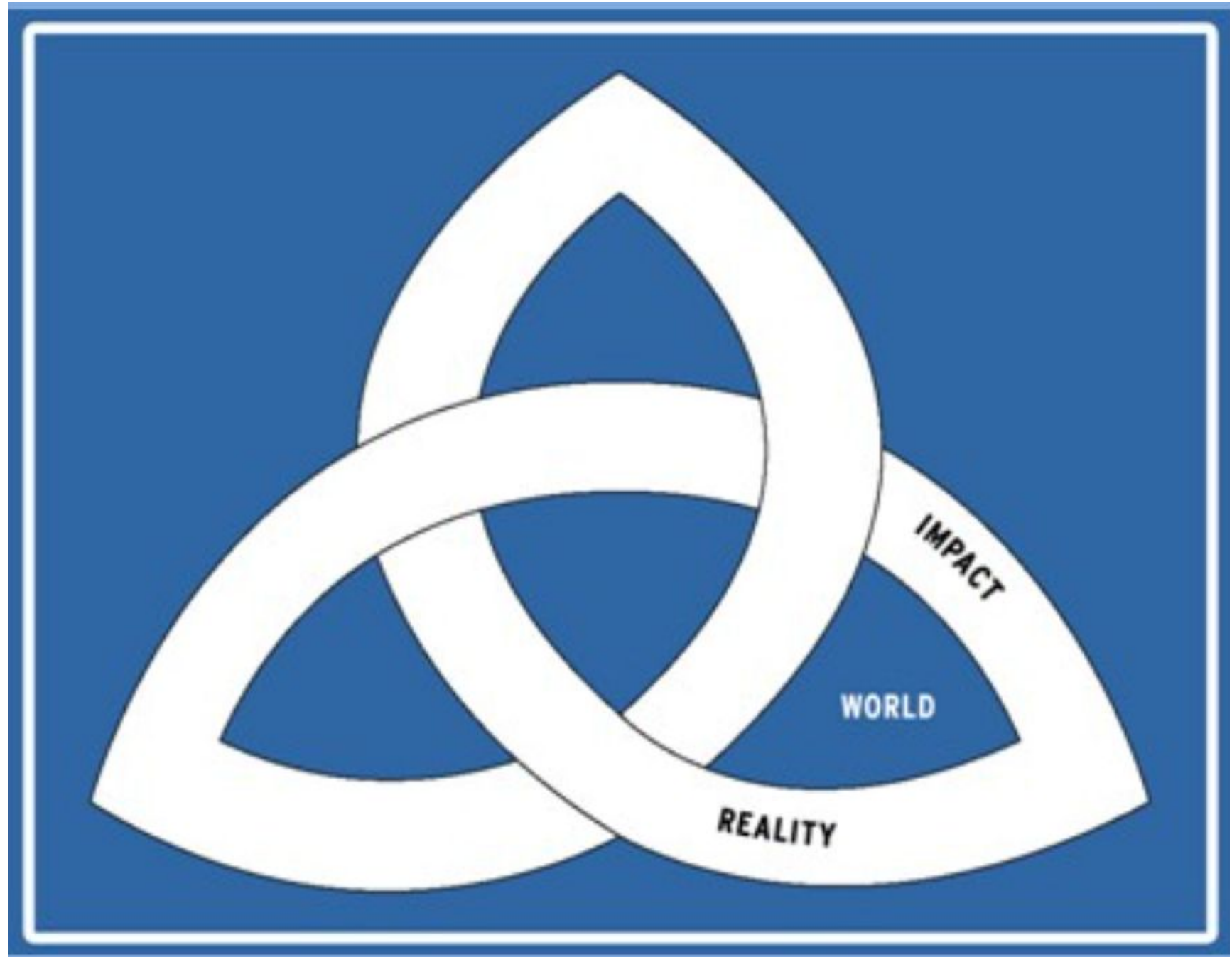
PURPOSE:

The reason why we come together.



REALITY:
Understanding
and accepting
the world as it
is and how it
affects us.

IMPACT:
Our intention
to make a
difference and
our readiness
to act.





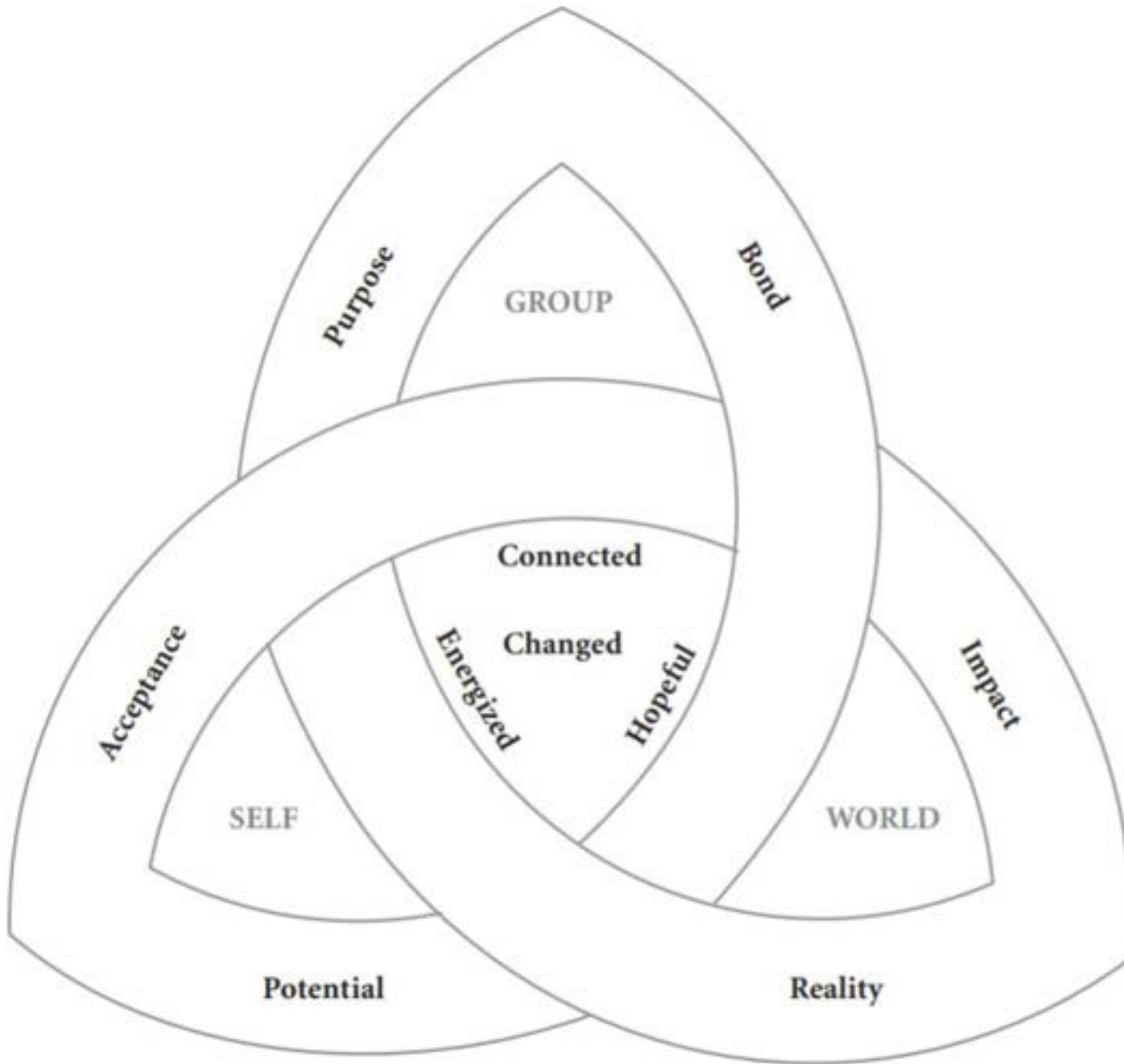
Four Feelings at the Heart of Transformation:

ENERGIZED!

CONNECTED!

HOPEFUL!

CHANGED!



Did this experience **energize** you or your group?

Do you feel more **connected** to your group, purpose, self, or the world?

Are you more **hopeful** about yourself, your group, or your world?

Do you feel **changed** by this group experience?

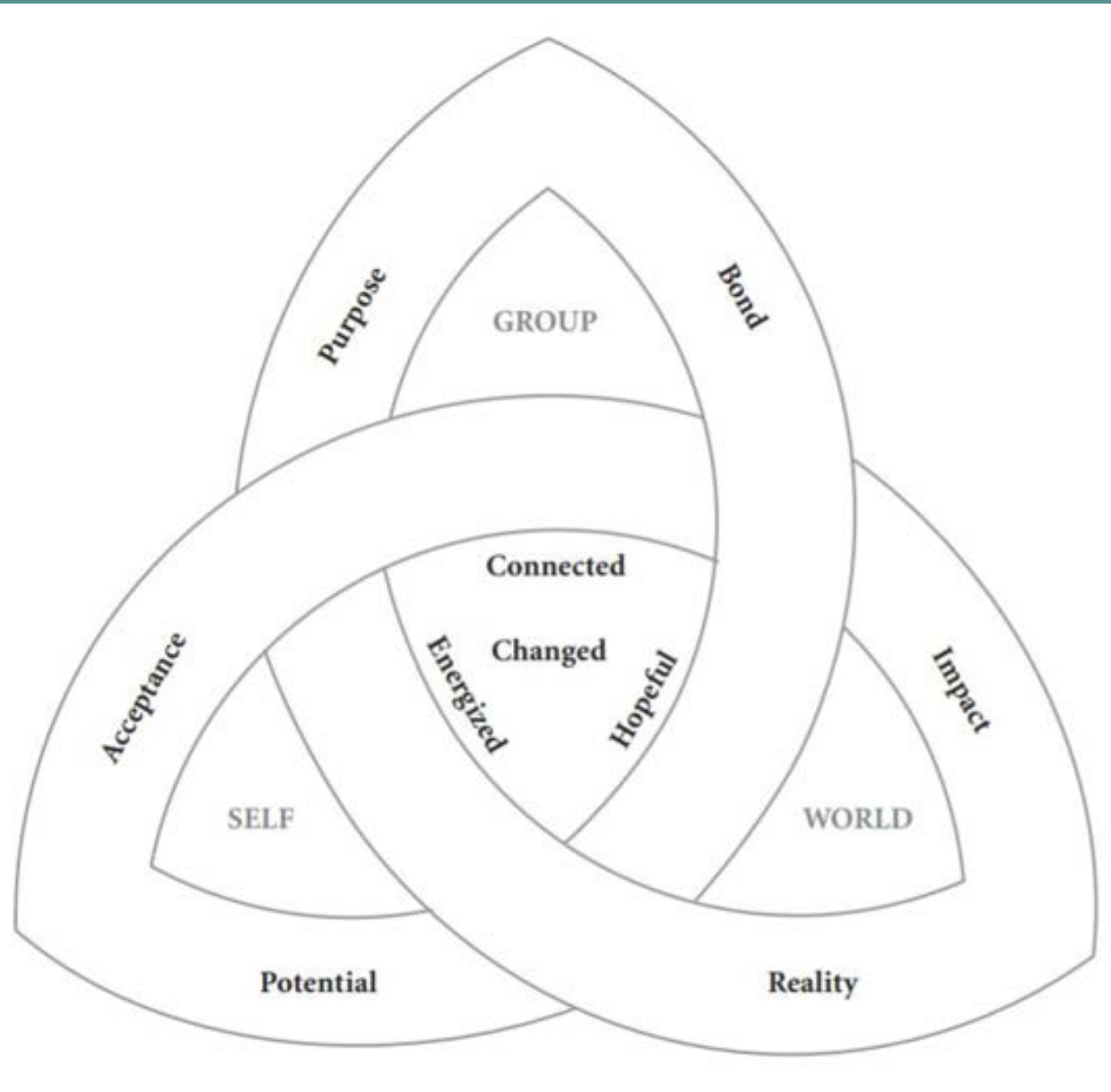


Use this model to...

- Design a meeting
- Debrief a group experience
- Pursue Transformation
- Shape a group purpose
- Assess group leadership needs
- Motivate a group
- Set a foundation for the group and its world
- Highlight the value of relationships
- Support creative disagreement

As Diocesan Council...

- How will we show **acceptance** to each other?
- How will we recognize each other's gifts, and encourage them to use them to reach their **potential**?
- How will nurture relationships with one another in our group? What practices will we implement during group time to help us **bond** as a group?
- What is the group's **purpose**? How will we know when we've reached it? What behaviors will express our desire to reach our purpose?
- How will this group attempt to be in touch with the **reality** of the world?
- How does the group desire to have an **impact** on the Diocese or the world?



Adaptive Work Calls for Leadership

Leader's Responsibility	Type of Situation	
	Technical or Routine	Adaptive
Direction	Define problems and provide solutions	Identify the adaptive challenge and frame key questions and issues
Protection	Shield the organization from external threats	Let the organization feel external pressures within a range it can stand
Orientation	Clarify roles and responsibilities	Challenge current roles and resist pressure to define new roles quickly
Managing Conflicts	Restore Order	Expose conflict or let it emerge
Shaping Norms	Maintain norms	Challenge unproductive norms

In the course of regulating people's distress, a leader faces several key responsibilities and may have to use his or her authority differently depending on the type of work situation.



**THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH
COLUMBIA
DIOCESAN COUNCIL**

Minutes of the meeting of November 28, 2024 – St Peter's, Quamichan

EX-OFFICIO

Bishop	The Right Reverend Anna Greenwood-Lee
Chancellor	Isabel Weeks
Dean	The Very Reverend Jonathan Thomas
Registrar	Michael Wolff
Lay Secretary	Susan Rand
Clerical Secretary	The Reverend Heather Robinson
Treasurer	Joel Hefty

ELECTED REGIONAL REPRESENTATIVES

The Rev. Trish Vollman-Stock	Ed Norman
The Rev. Marion Edmondson	Marjorie Aitken
The Rev. Kelly Duncan	Helen Love
The Ven Craig Hiebert	Cory Herrera

APPOINTED

The Rev. Denise Doerksen

STAFF

Brendon Neilson - Executive Director
The Venerable Eric Partridge - Executive Officer
The Rev. Canon Jenny Replogle, Canon for Lay-Led Parishes and Parishes in Transition

GUESTS (with voice, no vote)

Canon Ian Alexander, outgoing Diocesan Council member

Faith in Foundation: Asset Management • Financial Resources • Effective Communication • Current Ministries • Shared and Remote Ministries

RENEWED **H E A R T S** RENEWED **S P I R I T S** RENEWED **P E O P L E**

Welcome

Bishop Anna Greenwood-Lee opened the meeting at 10:00 AM and welcomed the new and outgoing members of Diocesan Council with an opening prayer. As an opening exercise, she asked us to discuss a personal conversation that changed us. Brendon Neilson spoke about Scott Sharman's Synod Primer (Appendix 1) and asked us to reflect upon where we found synodality in our parish lives.

#1 **Agenda for this diocesan council meeting:**

Bishop Anna indicated that the agenda remains as presented (Appendix 2)

#2 **Regrets for Absence** - The clerical secretary noted the regrets for absence from this meeting. There was one voting member absent. The clerical secretary declared that there was a quorum present, with 14 voting members in attendance from a total of fifteen having a vote on council.

#3 **Consent agenda approval** (Appendix 3.1, 3.2, 3.3, 3.4, 3.5, 3.6)

1. The minutes of the Diocesan Council meeting of September 26, 2024 (Appendix 3.1), be approved as circulated (appendices attached to the September minutes).
2. Operations Committee Oct 9 minutes (Appendix 3.2)
3. Finance Committee Oct 21 minutes (Appendix 3.3)
4. Operations Committee Oct 30 minutes (Appendix 3.4)
5. Diocesan Council Nov 7 e-vote (Appendix 3.5)
6. Finance Committee Nov 13 minutes (Appendix 3.6)

MOVED BY: Helen Love

SECONDED BY: Trish Vollman-Stock

That the consent agenda be approved.

THE MOTION WAS CARRIED

#4 **Motion to receive Correspondence** (Appendix 4)

Brendon Neilson introduced the Report for Anglicans.

MOVED BY: Craig Hiebert

SECONDED BY: Marion Edmondson

That the "Report for Anglicans" be received by Diocesan Council.

THE MOTION WAS CARRIED

#5 Motion to add Committee Members

MOVED BY: Marion Edmondson
SECONDED BY: Helen Love

That Joel Hefty be added to the Operations Committee.

THE MOTION WAS CARRIED

MOVED BY: Heather Robinson
SECONDED BY: Marion Edmondson

That Diocesan Council approve the addition of Helen Love, Rob Hosie, Evan Hazel, Barbara Myers, Brendon Neilson and Mark Oldnall to the Asset Management Committee.

THE MOTION WAS CARRIED

MOVED BY: Joel Hefty
SECONDED BY: Marjorie Aitken

That Diocesan Council approve the addition of clerical members Mona Smart and Allen Doerksen and lay members Walter Stewart and Darcy Garneau to the Educational Trusts Board.

THE MOTION WAS CARRIED

#6 Finance Update (Appendix 5.1, 5.2)

Joel Hefty let council know that Baker Tilley is continuing the search for a diocesan finance officer. He presented the 3rd quarter financial statement and the first draft budget for 2025.

MOVED BY: Isabel Weeks
SECONDED BY: Helen Love

That Diocesan Council receive the 3rd quarter report for 2024 and the draft budget for 2025.

THE MOTION WAS CARRIED

Parish Annual Operation Grants (Appendix 5.3)

MOVED BY: Helen Love

SECONDED BY: Trish Vollman-Stock

That Diocesan Council approve the following grants:

- St Columba, Tofino - \$2,634.74
- St Columba, Port Hardy and St John, Port Alice - \$16,000
- St Peter and St Paul, Esquimalt - \$10,000
- St Peter, Quamichan - \$5,400
- Christ Church Cathedral, Victoria - \$90,000
- AbbeyChurch, Victoria - \$10,000

THE MOTION WAS CARRIED

MOVED BY: Helen Love

SECONDED BY: Marion Edmondson

That Diocesan Council authorize \$50,000 in unallocated grants in the budget for 2025.

THE MOTION WAS CARRIED

Payroll

Joel Hefty explained vacation pay changes for salaried and hourly paid staff.

Break 11:28

Re-convene 11:45

#7 HR Working Group (Appendix 6)

MOVED BY: Marjorie Aitken

SECONDED BY: Trish Vollman-Stock

That Diocesan Council approve the harmonization of the maternity/parental leave plan and the short term disability plan by reducing the latter from 90% to 80% starting January 1, 2025.

THE MOTION WAS CARRIED

MOVED BY: Marion Edmonson

SECONDED BY: Marjorie Aitken

That Diocesan Council create a fund of \$20,000 in the 2025 diocesan budget to assist with the parental and sick leave top-up.

THE MOTION WAS CARRIED

#8 Canons Committee (Appendix 7)

MOVED BY: Marjorie Aitken

SECONDED BY: Craig Hiebert

That Diocesan Council approve the correction of Regulations R5.1.8 A and R5.1.8 A (3) (c) - delete the word "elect" and "elected" and replace with the words "appoint" and "appointed" respectively.

THE MOTION WAS CARRIED

MOVED BY: Helen Love

SECONDED BY: Marion Edmondson

That Diocesan Council approve the correction of Regulation R7.5.1 G (3) - amend the subparagraph by adding the words "ten percent" so that the subparagraph reads:

"3. Not fewer than ten percent of the electors, present in person or by proxy."

THE MOTION WAS CARRIED

MOVED BY: Craig Hiebert

SECONDED BY: Marjorie Aitken

That Diocesan Council approve the addition to Regulation R3.5.1 F by adding as subparagraph 4 the following:

"4. The calculation of number of years' service will be made as of January 1 of each year, regardless of the date of ordination."

THE MOTION WAS CARRIED

Lunch Break 12:10

Re-convene 1:00

#9 Earthquake Insurance (Appendix 8)

Brendon Neilson presented the list of parishes that have requested to drop the premium for earthquake insurance. After discussion, it was agreed that parishes with long term

tenant leases would not be permitted to drop the earthquake coverage at this time, pending further review.

MOVED BY: Marjorie Aitken

SECONDED BY: Cory Herrera

That Diocesan Council allow the following parishes to drop the earthquake insurance premium for 2025:

- *Christ Church Cathedral*
- *Holy Trinity, North Saanich*
- *St John the Divine, Victoria – church and office only*
- *St Matthias – church and hall only*
- *St Andrew, Sidney*
- *St Margaret, Galliano*
- *St Mary the Incarnation, Metchosin*
- *St Mary the Virgin, Metchosin*
- *St John the Baptist, Duncan*
- *St Philip, Cedar*
- *St Christopher & St Aidan, Lake Cowichan*
- *St Peter, Quamichan*
- *Christ Church, Alert Bay*

THE MOTION WAS CARRIED

#10 Property Updates (Appendix 9.1, 9.2, 9.3, 9.4, 9.5)

Brendon Neilson gave a short update on all the current property projects.

- St Dunstan's
- St John the Baptist, Duncan MOU
- Parish of Salt Spring Island
 - o St Mark's
 - o All Saints Kitchen Project
- St Peter & St Paul, Esquimalt
- Bethlehem Investor's Group

MOVED BY: Isabel Weeks

SECONDED BY: Marjorie Aitken

Heather Robinson recused herself.

That Diocesan Council authorize listing St. Dunstan's for sale with a commercial real estate firm, and to negotiate a contract of purchase and sale on two conditions:

- 1. That the sale price be at least \$7,100,000, and*
- 2. That the seller's obligations under the contract be conditional upon approval of Diocesan Council.*

THE MOTION WAS CARRIED

MOVED BY: Helen Love

SECONDED BY: Marjorie Aitken

That Diocesan Council authorize Brendon Neilson to sign the updated version of the Memorandum of Understanding with Duncan Housing Society.

THE MOTION WAS CARRIED

MOVED BY: Craig Hiebert

SECONDED BY: Cory Herrera

That Diocesan Council approve the project "Driveway to the former St. Mark's Church".

THE MOTION WAS CARRIED

MOVED BY: Marjorie Aitken

SECONDED BY: Joel Hefty

That Diocesan Council approve the "All Saints kitchen project" revised budget at \$133,763.

THE MOTION WAS CARRIED

MOVED BY: Marion Edmondson

SECONDED BY: Heather Robinson

That Diocesan Council approve the user agreement between St. Peter and St. Paul and Capital City Baptist Church subject to final approval of the Chancellor.

THE MOTION WAS CARRIED

MOVED BY: Craig Hiebert

SECONDED BY: Helen Love

That Diocesan Council approve the project "Heat Pump Installation" at St. Peter & St. Paul Esquimalt.

THE MOTION WAS CARRIED

MOVED BY: Susan Rand

SECONDED BY: Trish Vollman-Stock

That Diocesan Council endorse the direction of Bethlehem Investors Group to release a Request For Proposals to sell the property at 2371 & 2393 Arbot Road.

THE MOTION WAS CARRIED

#10 Remarks from Canon Jenny

Jenny Replogle gave an update on parishes in transition.

#10 Bishop's Dinner

February 5, 2025, in support of North Island ministries.

#11 Thank you

Bishop Anna thanked outgoing Diocesan Council members for their time and service.

Closing

The Bishop thanked everyone in attendance for their commitment to the life of the Diocese.

The Bishop closed with an Advent blessing at 2:25 pm.

Next Scheduled Diocesan Council meeting
Thursday, January 23, 2025, at 10:00 am, online via Zoom



**THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA
DIOCESAN COUNCIL**

Minutes of the meeting of Sept 26, 2024 – St Peter’s, Quamichan

EX-OFFICIO

Bishop	The Right Reverend Anna Greenwood-Lee
Chancellor	Isabel Weeks
Dean	The Very Reverend Jonathan Thomas
Registrar	Michael Wolff
Lay Secretary	Susan Rand R
Clerical Secretary	The Reverend Paul Schumacher
Treasurer	Joel Hefty

ELECTED REGIONAL REPRESENTATIVES

The Rev. Trish Vollman-Stock	Laura Dey
The Rev. Marion Edmondson R	Canon Ian Alexander
The Rev. Juli Mallett R	Helen Love
The Rev. Heather Robinson	Elizabeth Murphy R

APPOINTED

The Hon. Timothy Ray
The Ven. Craig Hiebert **R**

STAFF

Brendon Neilson - Executive Director
The Venerable Eric Partridge - Executive Officer **R**

GUESTS (with voice, no vote)

The Rev. Canon Jenny Repogle

RENEWED **HEARTS** RENEWED **SPIRITS** RENEWED **PEOPLE**

Welcome

Bishop Anna Greenwood-Lee opened the meeting at 10:00 AM and welcomed the members of Diocesan Council with an opening prayer. Brendon Neilson led us in an opening exercise about what we have achieved in this incarnation of Diocesan Council.

#1 **Agenda for this diocesan council meeting:**

Bishop Anna indicated that the agenda remains as presented (Appendix 1)

#2 **Regrets for Absence** - The clerical secretary noted the regrets for absence from this meeting. There were six voting members absent. The clerical secretary declared that there was a quorum present, with 10 voting members in attendance from a total of sixteen having a vote on council.

#3 **Consent agenda approval** (Appendix 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 2.12, 2.13)

1. The minutes of the Diocesan Council meeting, June 13, 2024 (Appendix 2.1), be approved as circulated (appendices attached to the June minutes).
2. Educational Trust Board June 11 minutes (Appendix 2.2)
3. Finance Committee June 26 minutes (Appendix 2.3)
4. Operations Committee June 26 minutes (Appendix 2.4)
5. Diocesan Council July 17 e-vote (Appendix 2.5)
6. Diocesan Council July 29 e-vote (Appendix 2.6)
7. Operations Committee July 24 minutes (Appendix 2.7)
8. Finance Committee July 31 minutes (Appendix 2.8)
9. Operations Committee Aug 15 e-vote (Appendix 2.9)
10. Educational Trust Board Sept 10 minutes (Appendix 2.10)
11. Finance Committee Sept 11 minutes (Appendix 2.11)
12. Diocesan Council Sept 17 e-vote (Appendix 2.12)
13. Diocesan Council Sept 18 e-vote (Appendix 2.13)

MOVED BY: Laura Dey

SECONDED BY: Helen Love

That the consent agenda be approved.

THE MOTION WAS CARRIED

#4 Finance Update (Appendix 3.1)

Joel Hefty joined on zoom from Ghana to go over the year end financial statements. Bishop Anna would like better transparency in the statements and Joel told council that there would be 'Treasurer's Notes' accompanying the Financial Statements which will share more details than the statements alone. Kent Fullerton of Grant Thornton Limited also joined online and recommended quarterly reviews to maximize clarity.

Work on restructuring the Consolidated Trust Funds continues. The Diocesan office has hired the firm of Baker Tilley to provide operational guidance and assist in the search for a new Finance Officer with the departure of Gillian Astbury-Heinke in July.

MOVED BY: Laura Dey

SECONDED BY: Isabel Weeks

That the financial statements be approved as presented.

THE MOTION WAS CARRIED

Break 11:15

Re-convene 11:30

#5 St Dunstan's RFP (Appendix 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7)

A period of discussion followed.

- KANG purchase proposal (Appendix 4.1)
- RFP results memo (Appendix 4.2)
- Property history (Appendix 4.3)
- VIIF Letter of Intent (Appendix 4.4)
- VIIF Property Plan Use (Appendix 4.5)
- Appraisal Sept 2023 (Appendix 4.6)
- Appraisal April 2024 (Appendix 4.7)
-

The Rev. Heather Robinson recused herself from the following motions.

MOVED BY: Isabel Weeks

SECONDED BY: Helen Love

That Diocesan Council ask Kang for a 60-day extension as we are negotiating with another party.

THE MOTION WAS CARRIED

MOVED BY: Ian Alexander

SECONDED BY: Trish Vollman-Stock

That Diocesan Council express interest in the VIIF offer and authorize staff and the asset management committee to open discussions with them to expand on their offer, and report back at the end of October.

THE MOTION WAS CARRIED

Lunch Break 12:20

Re-convene 1:00

#6 Anglican Foundation Diocesan Representative – Marjorie Aitken

MOVED BY: Isabel Weeks

SECONDED BY: Helen Love

That Diocesan Council appoint Marjorie Aitken as Diocese of Islands and Inlets representative to the Anglican Foundation of Canada for the term required.

THE MOTION WAS CARRIED

#7 HR Working Group Update

Isabel spoke about the new clergy compensation plan and parental leave top-up, and the need for updates on the transportation allowance/reimbursement, and the respectful conduct policy.

MOVED BY: Isabel Weeks

SECONDED BY: Ian Alexander

That Diocesan Council approve the recommendation of the Finance Committee of a cost of living allowance increase of 2.8% for 2025 for synod staff and clergy, and that this amount be recommended to parishes as an appropriate increase for their staff.

THE MOTION WAS CARRIED

#8 Property Updates (Appendix 5.1, 5.2, 5.3)

Brendon Neilson gave a short update on all the current property projects.

- St John the Baptist, Duncan
- Fanny Bay
- Cowichan Station
- Bethlehem Investor's Group
- Building for the Future
- Metchosin
- St Peter, Quamichan (Appendix 5.1, 5.2, 5.3)

MOVED BY: Laura Dey

SECONDED BY: Helen Love

That Diocesan Council approve the cell phone tower on the St Peter's Quamichan site.

THE MOTION WAS CARRIED

#9 Synod 2024

Bishop Anna reminded council that our next meeting would be of both outgoing and incoming members.

Next Diocesan Council meeting – November 28, 2024 - In-person meeting at St Paul's Nanaimo

Closing

The Bishop thanked everyone in attendance for their commitment to the life of the Diocese.

The Bishop closed with the doxology at 2:10 pm.

Next Scheduled Diocesan Council meeting

Thursday, November 28, 2024, at 10:00 am, In-person meeting at St Paul, Nanaimo



**Minutes
Operations Committee Meeting
Wednesday, October 9th at 1pm on Zoom**

Present: Anna Greenwood-Lee, Elizabeth Murphy, Isabel Weeks, Joel Hefty, Helen Love, Eric Partridge

Regrets: Brendon Neilson, Timothy Ray

1. Parish of Salt Spring Island (memo attached from Chancellor Isabel Weeks)

St. Mark's:

Isabel moved and seconded by Elizabeth that we authorize termination of the current litigation regarding the St. Marks property. Carried.

This was passed because we are going to proceed with building a new driveway instead of trying to get work with the neighbour for access.

Margaret Mather Bequest:

Moved by Isabel and seconded by Helen that \$25,000 of the bequest from Margaret Mather go to Salt Spring Island for a heat pump at St. Mary's, and that the balance of the funds be deposited in the CTF as Isabel works with the executrix on how to use those funds. CARRIED

This brought us to a discussion of Canon 8.5 and the need for a policy and communication around what parishes should do when they receive trusts and bequests.

2. CTF accounting update and \$25k request (memo attached from Treasurer Joel Hefty)

Moved by Isabel and seconded by Elizabeth that we authorize spending up to \$25,000 for development, installation, training, and first-year licensing of Sage 300 software and associated utilities management. Carried.



900 Vancouver Street,
Victoria BC, V8V 3V7
Telephone: 250-386-7781

October 4, 2024

Memo to Operations Committee

RE: Parish of Salt Spring Island

Dear committee members:

I request approval of two proposals related to the above-noted parish.

First, regarding the former St. Mark's church, which was deconsecrated in 2022 and approved for sale. Complications arose regarding legal access to the property from the road, leading us to pursue easements with two neighbours. Bob Gill successfully completed an agreement with one of the neighbours, and \$5,000 was paid to complete that process. The other neighbour has been unreasonably greedy leading to Bob's and my recommendation that we abandon that process and pursue an alternate access to the property. This involves creating a new driveway which will cost at least \$35,000 according to Mark Oldnall who recently visited the site. The other step which needs to be taken is to terminate the lawsuit that was filed in an effort to get the neighbours to the bargaining table. I quote from Bob's recent email:

- **To apply, in the name of the diocese, for all necessary Ministry of Transportation approvals to construct the new driveway. If this step requires cost projections, the Parish should proceed to get one or more quotes. It is my understanding that there is only one suitable contractor on the island, and that quotes from off-island will be prohibitive due to transportation costs for equipment.**
 - The Parish will need to confirm that funds are available, from the trusts we have discussed, to cover construction costs.
 - It remains to be seen if I can submit the application to the Ministry, or if it needs to come from you as Chancellor, or maybe from Eric. Once I see the link in the email Walter received, I may have a better idea.
 -
- **To authorize me to terminate the outstanding litigation. This will require 2 steps, in this order:**

- **First, a release of the CPL on title. I can draft the necessary letter for your signature, and we can then get Amy (or Nate?) to draft the Form C release and register. I think we can do this without notice to the respondents (the Form C will simply show the party entitled as "Registered owner").**
- **Immediately after registration of the CPL release, I can file and serve a notice of discontinuance of the petition proceeding in BC Supreme Court.**

(Notes: This approach is intended to forestall any activity by the other side that might result in a claim for recoverable court costs. The CPL must be released before the discontinuance can be filed, due to an anomalous provision in the Land Title Act that requires you as counsel to certify in the CPL release that the proceeding has "neither been discontinued nor dismissed" at the timing of your signing.)

The second issue involves estate funds received by the parish but not designated or handled appropriately. I have been in touch with various people in parish leadership with very unsatisfactory results. I was originally told that a distribution in the amount of \$165,000 from the estate of Margaret Mather had not been received. After the executrix advised me that she had confirmation that it had in fact been received, including a copy of the receipt for tax purposes, it came to light that the funds had been received. Unfortunately there was no awareness of the source of the funds or any restrictions on their use. Apparently, they did not have a file including such important documents as the will, probate, correspondence from the estate solicitor etc. I received those from the executrix.

I have had a good conversation with the executrix about the terms of her friend's will. It provides for 15% of the residue of the estate to be given to the Parish of Salt Spring Island, to be used in three thirds: one third for the general maintenance and upkeep of St. Mark's church, one third for the general maintenance and upkeep of the church and cemetery of St. Mary's and one third for the maintenance and upkeep of the organ in All Saints. There are several problems with honouring these gifts. St. Mark's was deconsecrated in 2022, and the property will (hopefully) be sold. The organ in All Saints was replaced in 2015, and needs no maintenance.

Since the gift in the will is a portion of the residue, no other beneficiaries need to be sought for approval of changes to the distribution of the bequest to the parish. The executrix has the power to authorize changes to the use of the funds given to the parish. The executrix has very clear ideas about her friend's wishes. She would be very happy if funds earmarked for St. Mark's could be used to preserve and eventually display the stained-glass windows at St. Mark's which was her home parish. The stained-glass windows were very precious to her, and she would favour using some of her money to remove and preserve them. She is buried, along with her brother, in the cemetery at St. Mary's. The executrix indicated that she would be open to the idea of contributing to the replacement of the heating system at St. Mary's with an energy

efficient heat pump. We have cost estimates for a heat pump and associated upgrades to the electrical supply at St. Mary's. Based on information currently available, I would be comfortable allowing the parish to retain \$25,000 of the estate funds for the heat pump project. Finally, the executrix indicated that her friend would not be disappointed if no money were used at All Saints, her least favourite of the three.

To summarize, I have successfully mended the fence with the executrix, on the basis that I will be involved in the management of her friend's bequest. Here is an excerpt from an email received earlier today:

Thank you for your phone call this morning, Isabel. I am very happy that you will be involved in this matter and that we will be able to come to an agreement that will satisfy the legalities of Margaret's Will, her wishes as well as the needs of the church.

As a result of these events, I have no confidence in this parish's ability to manage the funds from Margaret Mather's estate and I would like to ensure that the funds are held and used appropriately. I am therefore requesting that we authorize the parish to retain \$25,000 for the heat pump project and that the remaining \$140,000 of funds from the Mather estate be sent to the diocese, to be invested in the CTF in a new fund called the Mather estate. This fund would be held and then used for the safe removal, storage and eventual relocation of the stained-glass windows. Timing for distribution of funds would probably be in conjunction with the sale of the St. Mark's property. Flexibility should be included in the final document outlining the terms of the fund as there may be more money than needed for the stained-glass window project.

All of which is respectfully submitted.

Isabel Weeks
Chancellor



MEMORANDUM

Date: 8 October 2024
To: **Finance Committee, for approval**
Operations Committee, as information
From: Joel Hefty, Treasurer
Subject: **Request for Funding – Consolidated Trust Fund accounting system and utility**

As discussed during previous meetings, I have been working with Steve Koning from our Finance and Investment Committees to find and recommend a more effective way of recording transactions and reporting to unitholders in the consolidated trust fund (CTF). Following consultation finance officers from the Diocese of Toronto ("Toronto") and the Diocese of Huron ("Huron"), I offer a recommendation and a request for funding.

Current situation

CTF holdings are tracked and maintained using an Excel spreadsheet. The risks of human error in the preparation and maintenance of the spreadsheet are considerable. It is difficult to see transactions from previous periods or to track contra entries (the other side of a specific transaction). Unitholders in the \$30 million fund and members of the finance team need a system that is transparent, reliable, easily reconciled, and protected from avoidable error. Also, there is no process to track and reinvest dividend earnings that are not spent in the current year in a way that allows the funds to keep earning and be available for spending in the future.

Investigation

Huron uses New Views accounting software and employs a person in the finance department whose focus is primarily the CTF. Toronto uses Sage accounting software combined with a utility that calculates unitization, determines accounting entries, and updates the Sage database. Toronto offered access to its utility and a referral to its developer which could speed the preparation of a similar utility for our diocese.

Proposal / Recommendation

The Sage + Utility (Toronto's method) offers the functionality and protection for data needed. Development costs are front-loaded, and ongoing costs are reasonable. Once developed and tested for accuracy, it would require limited staff time to run and to check, and the Sage system would offer needed reliability, security, flexibility, and transparency.

- Sage 300 annual licenses (2) + SQL database access licenses (2) = \$3350 annually + GST
- Fee for development, installation, training on utility = \$16500 one-time + GST
- The synod would maintain the database on its servers.

I recommend and request a budget of up to \$25,000 for development, installation, training, and first-year licensing along with an ongoing budget of up to \$4000 per year thereafter. Additional approval authority allows for any potential cost overruns.

--Attachment--

ADSS Global

Statement of Work



OCTOBER 3



HARVEY WANG, MACC, CIMA

ADSS Global



Founded in 1981, ADSS Global is one of the largest, most comprehensive and most experienced Sage Business Partners in the world with over 80 certified professionals in locations in the East Coast, West Coast, Gulf Coast, Midwest, Pacific Region, Caribbean, and in Canada and Europe. We represent over 3,750 companies in more than 20 different countries. Our staff is multilingual speaking and fluent in more than six languages and many of our staff hold certifications as CPA's, MCSE's, and CITP's.

Diocese of British Columbia

Tech Stack: QuickBooks

Data migration – not required

Customization

Program Review and Modification - 80 Hours

- Comprehensive code review to check on feasibility for Program changes to allow book value and formulas into the program
 - ADSS developers will do a deep dive code review to get our team fully familiarized with the source code
- Optimize current code to improve efficiency and functionality to meet current Sage standards
- Upgrade to latest Microsoft libraries
- Added functionality to existing macros to accommodate Book Values to go along with Market Value
 - Add in formula calculations for Book Value – Book Value to be stored in Optional Fields
 - Add in additional columns to the grid based on provided formulas to factor in Book Value amounts
 - Update Grids, Reports and Transactions to factor in Book Values
 - Estimate subject to change – will be better confirmed once we receive the Book Value Formulas

ADSS standard rate is \$185 per hour, which equates to \$14,800 for this customization project.

Licensing + Implementation Cost

		Number of users being purchased: <input type="text" value="2"/>	
Sage 300cloud Premium Essentials Silver Users:			
1-5 Users	1,468.00	2	2,936.00
6-10 Users	1,328.00		0.00
11-25 Users	1,259.00		0.00
Over 25 Users	1,118.00		0.00
Essentials Bundle Includes:			
System Manager	Included		
General Ledger	Included		
Accounts Payable	Included		
Accounts Receivable	Included		
Optional (Custom) Fields	Included		
Credit Card Processing	Included		
Multi-Currency	Included		
Sage Intelligence Report Designer Module	Included		
Inventory Control	n/a		
Serialized Inventory & Lot Tracking	n/a		
Order Entry /Sales Order	n/a		
Purchase Order	optional add-on		
GL Consolidation	n/a		
Intercompany Transactions	n/a		
Project & Job Costing	optional add-on		
Sage CRM			
Sage CRM Server	Included	1	0.00
Sage CRM Named Users 1 included with Silver Business Care	Included	1	0.00
		Additional Sage CRM Named users being purchased <input type="text"/>	
1-10 additional Sage CRM Named Users (Per user)	551.00		
11-25 additional Sage CRM Named Users (Per user)	504.00		
26-50 additional Sage CRM Named Users (Per user)	472.00		
Over 50 additional Sage CRM Named Users (Per user)	441.00		
			Sage CRM: 0.00
			Initial Payment: 0.00
Description			
Unit Price			
Quantity			
Annual Total			
Sage 300cloud Premium Add-Ons:			
Sage Intelligence:			
Report Manager 1 user included w/ Silver Business Care	Included	1	0.00
Report Manager additional Users (per User)	783.00		
Report Viewer (per User)	158.00		
Connector Module	469.00		
Payroll - Canada	1,337.00		
EFT Direct Payroll (for CA Payroll only)	704.00		
Crystal Reports (per User)	300.00		
Uni Sales Analysis	1,956.00		
National Accounts Management	3,521.00		
Project & Job Costing	1,565.00		
Purchase Order	1,858.00		
Microsoft SQL Server runtime (per CAL)	165.00	2	330.00
Sage 300cloud Premium Add-Ons:			330.00

		Qty	Unit Price	Total
Sage 300 Implementation and Installation	Hours	5	\$ 185.00	\$ 925.00
Sage 300 Training	Hours	4	\$ 185.00	\$ 740.00

Additional Notes

Implementation and Training Estimates

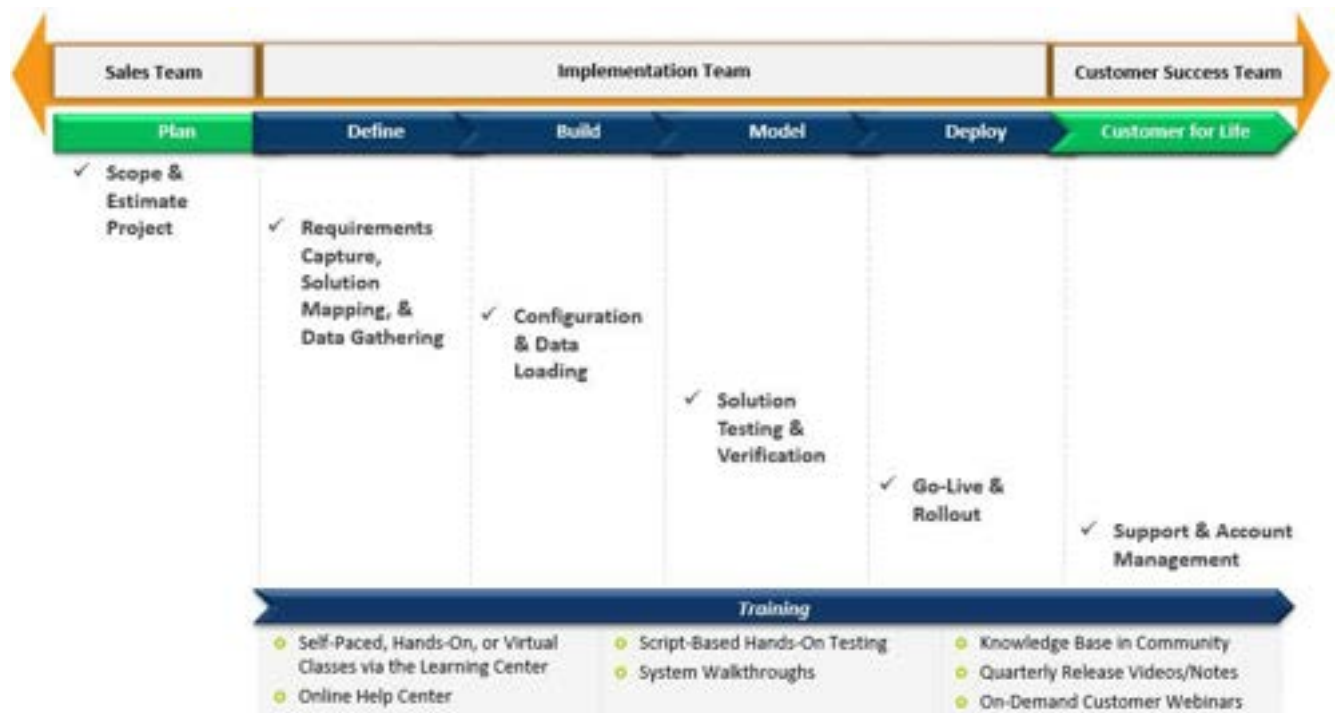
Our estimates for implementation and training are provided as ballpark figures, and the actual time will be billed accordingly.

Sage 300 Installation and Database Setup

The quoted time frame of 5 hours is dedicated to setting up the initial workstation. ADSS Global offers comprehensive training for your IT team to manage subsequent installations. If you prefer our consultant to handle all installations, each additional workstation will be invoiced at 1 hour per station.

Optional Sage 300 Training

Choose between 10-20 hours of optional training or take advantage of anytime learning videos from Sage University. Additionally, 4-6 hours are usually reserved for Q&A training sessions.





THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA
Finance Committee Meeting

Minutes of October 21, 2024 Finance Committee - ZOOM meeting

EX OFFICIO

The Bishop, the Rt. Rev. Anna Greenwood-Lee
The Registrar, Michael Wolff
The Chancellor, Isabel Weeks
The Treasurer, Joel Hefty (chair)
The Lay Secretary, Susan Rand (scribe) R

APPOINTED

Diocesan Council Rep, Canon Ian Alexander
Diocesan Council Rep, the Rev. Marion Edmondson
The Rev. Canon Dr. John Steele R
Steve Koning

EXECUTIVE STAFF

Executive Officer, the Ven. Eric Partridge
Executive Director, Brendon Neilson

GUEST

Claire Percival from Baker Tilly

1. Call to order

The meeting was called to order by Joel at 10:03am and Marion opened the meeting with prayer.

2. Regrets for this meeting

Joel noted that he had received regrets from Susan Rand and John Steele.

3. Review and acceptance of agenda

MOVED BY: Steve

SECONDED BY: Ian

That the agenda for the meeting be accepted as circulated.

THE MOTION WAS CARRIED

4. Review and approval of previous meeting minutes

MOVED BY: Isabel

SECONDED BY: Marion

That the minutes of September 11, 2024 be adopted as circulated.

THE MOTION WAS CARRIED

5. Review and receipt of Investment Committee minutes

MOVED BY: Marion

SECONDED BY: Steve

That the minutes of the Investment Committee meeting of October 15, 2024 be accepted as circulated.

THE MOTION WAS CARRIED

6. Review and approval of recommendations from IC

Joel provided an update that the proposed dividend is recommended to be \$.03 more per unit held than in 2024. In the past, 4.25% of book value has been used. An explanation of this change in focus from percentage yield on book value to cents per unit held, will be provided to unit holders.

MOVED BY: Isabel

SECONDED BY: Steve

That the dividend payments for 2025 be \$0.66 per year per unit held or \$0.165 per quarter per unit held (as opposed to \$.63 in 2024)

THE MOTION WAS CARRIED

MOVED BY: Steve

SECONDED BY: Marion

That the Investment Policy Statement be approved as amended (redline version attached)

THE MOTION WAS CARRIED

MOVED BY: Marion

SECONDED BY: Ian

That Jarislowsky Fraser Limited (JFL) be retained as the synod's investment advisor

THE MOTION WAS CARRIED

7. Review of request to proceed with Consolidated Trust Fund unitholder database transformation (memo attached)

The change will not be made until the new finance director is onboard and agrees with the decision, with the change expected to begin later in November. The CTF database will not be interfacing with the QB financials. There are not a significant number of transactions in the CTF.

MOVED BY: Isabel

SECONDED BY: Marion

That Finance Committee approve a budget request of up to \$25,000 for development, installation, training, and first-year licensing along with an ongoing budget of up to \$4000 per year thereafter.

THE MOTION WAS CARRIED

8. Review of Christ Church Cathedral request for \$75,000 withdrawal from Howe Fund (memo attached)

MOVED BY: Bishop Anna

SECONDED BY: Steve

That Finance Committee approve a withdrawal request of \$75,000 from the Howe Fund for use by Christ Church Cathedral.

THE MOTION WAS CARRIED with 2 recusals

9. Review of year-to-date operating statement through September 2024

There are a few errors on the statements that will be corrected

MOVED BY: Bishop Anna

SECONDED BY: Isabel

That the Q3 statements are received.

THE MOTION WAS CARRIED

10. Update on finance director position

The new finance director is Gregory Ptolemy, CPA, relocating from Ottawa, and he will begin work with us on November 1, 2024.

11. Estate of Margaret Mather bequest to Parish of Salt Spring Island

MOVED BY: Ian

SECONDED BY: Isabel

That a new fund be created in the CTF on behalf of the Parish of Salt Spring in the amount of \$140,000. Requests for withdrawal from the new fund will first be approved by the Chancellor and the two wardens of the parish, subject to any other applicable approvals.

THE MOTION WAS CARRIED

12. The next meeting of the Finance Committee is set for November 13 at 10:00am.

13. The meeting was closed with prayer by Eric



Minutes
Operations Committee Meeting
Wednesday, October 30th at 1pm on Zoom

<https://bc-anglican-ca.zoom.us/j/87487036264>

Present: Anna Greenwood-Lee, Elizabeth Murphy, Isabel Weeks, Joel Hefty, Eric Partridge, Brendon Neilson, Gregory Ptolemy,
Regrets: Helen Love, Timothy Ray
E-vote: Helen Love

Anna opened the meeting in prayer.

1. Project Approval - St. Mary, Salt Spring Island Heat Pump (document attached)

Brendon explained that Mark has signed off on this project in his role as building advisor. The operations committee has previously signed off on the funds for this project so that this point we are only in need of approving the project.

Moved by Isabel and seconded by Elizabeth that we authorize this project as outlined.

2. Memo re: transparency on perception of conflict in refugee case Eliyas Abagojane (document attached)

We thanked Brendon for creating transparency and a paper trail around this.

3. St. Dunstan's Update re: Kang offer

Brendon reminded us that we passed a motion at DC to explore with the Vancouver Island Islamic Foundation about sale of the property. Due diligence revealed that working with this organisation long term was brought more risk than we are comfortable with.

4. St. Andrew, Sidney

Brendon confirmed that Mark has been on site and talked with those working on those projects.

Moved by Isabel and seconded by Elizabeth that we authorize this project as outlined.

Moved by Isabel and seconded by Elizabeth that we authorize a withdrawal of up to \$18 000 from their rectory trust in the order to pay for the solar panel project.

Diocesan Council E-vote Record
E-vote distributed November 7th by Eric Partridge
Deadline

DC members shall normally have no less than 48 hours to consider the item, the rationale, and to cast their ballots.

Rationale: In the DC file folder is a memo that explains why and how these motions are required by the canons (both old and new). We are presently still under the old canons (until January 1), but these motions will fit within the requirements of both the old and the new canons.

Motion: That Bishop Anna's nomination of Denise Doerksen as a member of diocesan council be approved, and
That Kelly Duncan, Marion Edmonson, and Steve Koenig be appointed as members of finance committee, and
That Ed Norman, Helen Love and Jonathan Thomas be appointed as members of Operations Committee, and
That Gregory Ptolemy be appointed as Finance Director, and
That Bishop Anna's nomination of Gregory Ptolemy as finance officer and Eric Partridge as executive officer be approved.

	Member	In Favour	Not In Favour	Mover, Seconder, Abstained
1	Anna Greenwood-Lee	y		
2	Jonathan Thomas	y		
3	Isabel Weeks	y		
4	Joel Hefty	y		
5	Heather Robinson	y		
6	Susan Rand	y		
7	Ed Norman	y		
8	Trish Vollmann-Stock	y		
9	Helen Love			
10	Kelly Duncan			
11	Marion Edmondson	y		
12	Marjorie Aitken	y		
13	Cory Herrera	y		
14	Craig Hiebert	y		
15	Denise Doerksen	y		

Motion Carried

13 voted in favour
0 voted not in favour
0 abstained
2 no vote was recorded

Provided that at least two-thirds of the members of diocesan council cast ballots, a measure supported by the majority of positive ballots shall be considered adopted by diocesan council.



THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA

Finance Committee Meeting

Minutes of November 13, 2024 Finance Committee - ZOOM meeting

EX OFFICIO

The Bishop, the Rt. Rev. Anna Greenwood-Lee
The Registrar, Michael Wolff
The Chancellor, Isabel Weeks
The Treasurer, Joel Hefty (chair)
The Lay Secretary, Susan Rand (scribe)

APPOINTED

Diocesan Council Rep, Canon Ian Alexander
Diocesan Council Rep, the Rev. Marion Edmondson
The Rev. Kelly Duncan R
The Rev. Canon Dr. John Steele R
Steve Koning

EXECUTIVE STAFF

Executive Officer, the Ven. Eric Partridge
Executive Director, Brendon Neilson R
Finance Director, Gregory Ptolemy

GUEST

Claire Percival from Baker Tilly

1. Call to order

The meeting was called to order by Joel and Anna opened the meeting with prayer.

2. Regrets for this meeting

Joel noted that he had received regrets from Kelly Duncan and John Steele.

3. Review and acceptance of agenda

MOVED BY: Isabel

SECONDED BY: Ian

That the agenda for the meeting be accepted as circulated.

THE MOTION WAS CARRIED

4. Review and approval of previous meeting minutes

MOVED BY: Isabel

SECONDED BY: Marion

That the minutes of October 21, 2024 be adopted as circulated.

THE MOTION WAS CARRIED

5. Projects underway in the Finance Department

Joel and Gregory shared the list of active project work:

- Accumulated leave
- Revising the Chart of Accounts
- Investigating a different payroll system
- Improve the record keeping ability for the CTF

6. Rectory fund withdrawal request from St. Andrew's, Sidney

MOVED BY: Steve

SECONDED BY: Marion

That the request to withdraw \$10,000 immediately be authorized, and that St. Andrew's is also authorized to withdraw an additional \$8,000 if needed.

THE MOTION WAS CARRIED

7. Appointments to Investment Committee

MOVED BY: Isabel

SECONDED BY: Anna

That the following individuals are appointed to Investment Committee – Marion Edmonson, Steve Koning, Peter Malcolm, Evan Hazel, Michael Murgatroyd.

THE MOTION WAS CARRIED with 2 recusals

8. The final version of the 2023 financial statements were provided to the committee.

9. 2024 Operating Result through Sep 30, 2024

MOVED BY: Steve

SECONDED BY: Isabel

That the Jan – Sep 2024 financial statements be received and accepted.

THE MOTION WAS CARRIED

10. 2025 First Draft Operating Budget

MOVED BY: Isabel

SECONDED BY: Marion

That the preliminary 2025 operating budget be received.

THE MOTION WAS CARRIED

11. 2025 Grant Requests & Bishop's Recommendations

MOVED BY: Steve

SECONDED BY: Isabel

That the 2025 Grants report be received.

THE MOTION WAS CARRIED

12. Asset Management Update

MOVED BY: Marion

SECONDED BY: Isabel

That the Asset Management report be received.

THE MOTION WAS CARRIED

13. Finance Committee Membership

The outgoing members – Ian and Michael – were thanked for their service to the committee and diocese. All members were asked to share advice, expectations and areas of interest with each other and the incoming member – Kelly.

14. Financial Controls Framework Update

MOVED BY: Marion

SECONDED BY: Isabel

That the Financial Controls Framework document has been reviewed and is approved as an interim document.

THE MOTION WAS CARRIED

15. Finance Committee 2025 Meeting Dates

The committee will meet on January 15, March 12, June 4, September 10 and November 12.

16. **The meeting was closed with prayer by Marion.**

Memo re: Report for Anglicans

Since the conversation began last year regarding the potential sale of the property at St Mathias, Mary Doody Jones from the parish of St. Mathias has been concerned about the process. She has delivered copies of a report and we will have them for you at our upcoming meeting.

Mrs. Jones claims we have not followed our canons, and her report details the ways that we have erred and questions the legality and ethical implications of discerning a sale. She concludes with 8 recommendations.

The Chancellor and Executive Archdeacon have reviewed the report and are confident that we have followed our canons and regulations throughout this process and that the bodies who have been empowered to discuss and decide on behalf of the diocese have done so faithfully.

We ask that you receive this report and give it the attention it deserves.

Respectfully,

Brendon Neilson

Executive director

Description	2023 Annual Operating Budget	2024 Annual Operating Budget	Q1-3 2024 Actual	Q1-3 2024 Budget	Actual to Budget %	Variance (Actual to Budget)	Q1-3 ETB	Q1-3 Synod	Q1-3 Vision Fund	Q1-3 Sale of Properties	Q1-3 Net Operating Result	Maximum offsets per budget
Income												
Parish Apportionment	1,284,426	1,245,000	1,041,645	933,750	112%	107,895					1,041,645	
Donations (incl. JFL)	12,190	10,000	12,902	7,500	172%	5,402					12,902	
CTF Income	221,007	228,000	175,372	171,000	103%	4,372					175,372	
Bank and loan interest, dividends	8,501	1,200	8,463	900	940%	7,563					8,463	
CS&P Loan Interest	12,932	12,560	13,062	9,420	139%	3,642					13,062	
Sundry Income	20,210	16,000	17,852	12,000	149%	5,852					17,852	
Rental (F. Bay) - property now sold *	1,500	500	(420)	375	-112%	(795)					(420)	
Rental (St. P Housing)	38,700	38,700	31,000	29,025	107%	1,975					31,000	
Gain on property of Fanny Bay	(250)		281,609	-						123,133	158,476	max 200k
Realized gain on investments			119,034									
Faith Tides income (other charity)			6,710									
* \$365 was paid out each month to St. John the Devine and collected \$500 from tenants. Payments after May 2024 have not been received therefore negative balance												
Income	1,599,216	1,551,960	1,707,230	1,163,970	147%	135,907	-	-	-	123,133	1,458,353	
Expenses												
General Synod Apportionment	221,638	227,000	168,750	170,250	99%	(1,500)					168,750	
Provincial Synod Apportionment	27,030	28,000	20,273	21,000	97%	(728)					20,273	
Apportionments	248,668	255,000	189,023	191,250	99%	(2,228)	-	-	-	-	189,023	
Asset Management (Asset Mgr contract and salary)	12,346	20,000	14,286	15,000	95%	(714)				14,286	-	
Asset Mgmt Database hosting fees *	1,500	1,800	1,620	1,350	120%	270				1,620	-	
Asset Mgmt Legal & Appraisal **	9,465	30,000	23,911	22,500	106%	1,411				23,911	-	
Cemetery contract	10,737	12,900	12,242	9,675	127%	2,567				12,242	-	
Property Requirements (est) ***	-	68,000	11,074	51,000	22%	(39,926)				11,074	-	
Depreciation Report (est) ****	-	12,000	-	9,000		(9,000)				-	-	
Asset Mgmt & Property	34,048	144,700	63,133	108,525	58%	(45,392)	-	-	-	63,133	-	max 140k
* Includes domain name for asset management website (beginning of the year expense)												
** Includes charges (\$12,772) related to St Mark's Salt Spring - may be recouped when sold												
*** Includes hydro, insurance and property taxes for Cowichan Stations - to be recouped												
**** none to be reported as of 10/21/2024												
Synod Office Salaries	460,775	465,000	357,460	348,750	102%	8,710				60,000	297,460	max 60k
Admin Salaries & Benefits	314,471	465,000	331,621	348,750	95%	(17,129)					331,621	
Deacons	13,750	15,000	12,759	11,250	113%	1,509					12,759	
Canon Pastor	831	-	-	-							-	
Archives salary & benefits	22,126	22,000	16,291	16,500	99%	(209)					16,291	
Congregational Development Coordinator **	-	18,000	-	13,500	0%	(13,500)		-			-	max 18k
UVIC Chaplain *	-	38,000	44,666	28,500	157%	16,166		38,000			6,666	max 38k
Salaries and benefits	811,953	1,023,000	762,797	767,250	99%	(4,453)	-	38,000	-	60,000	664,797	
* Uvic Chaplain - salary offset through Synod fund												
** Jenny began in Sept 2024, salaries are lumped into Synod Office Salaries												
Consultant & Contractor Allowance *	25,188	25,000	19,790	18,750	106%	1,040					64,581	
*Accounting and finance related assistance												

Description	2023	2024	Q1-3 2024	Q1-3 2024			Q1-3	Q1-3	Q1-3	Q1-3	Q1-3	Maximum offsets per budget
	Annual Operating Budget	Annual Operating Budget	Actual	Budget	Actual to Budget %	Variance (Actual to Budget)	ETB	Synod	Vision Fund	Sale of Properties	Net Operating Result	
Discernment Committee	-	1,000	-	750	0%	(750)					-	
Chancellor License & Fees	10,700	10,000	-	7,500	0%	(7,500)					-	
Archdeaconry expense	3,000	5,000	4,451	3,750	119%	701					4,451	
Archives conservation	1,100	1,100	510	825	62%	(315)					510	
Archives atmospheric control	450	500	239	375	64%	(136)					239	
Archives - subscriptions *	250	300	150	225	67%	(75)					150	
Archives - Misc *	350	400	275	300	92%	(25)					275	
Interim clergy costs	10,500	1,000	-	750	0%	(750)					-	
Finance Officer dues **	1,000	1,000	1,061	750	141%	311					1,061	
Synod-specific Costs	27,350	20,300	6,685	15,225	44%	(8,540)	-	-	-	-	6,685	
** CPA dues for 2024 (GAH)												
We Together Conference	-	10,000	4,719	7,500	63%	(2,781)		4,719			-	max 10k
Clergy continuing education & travel ¹	17,000	42,000	29,104	31,500	92%	(2,396)	29,104				-	max 40k
Lay continuing education & travel ²	-	7,000	7,532	5,250	143%	2,282	7,000				532	max 7k
Conferences	17,000	59,000	41,355	44,250	93%	(2,895)	36,104	4,719	-	-	-	
¹ Clergy, parish support for those who cannot afford travel												
² Treasurer/Wardens day expense support for parishes												
Safe Church Program	2,600	2,700	1,593	2,025	79%	(432)					1,593	
Payroll Expenses	12,000	13,500	11,924	10,125	118%	1,799					11,924	
Synod Office Bldg Insurance	11,000	15,000	8,656	11,250	77%	(2,594)					8,656	
Legal Fees	10,000	12,000	4,425	9,000	49%	(4,575)					4,425	
Accounting Fees	15,000	15,000	25,216	11,250	224%	13,966					25,216	
Internet & IT contract *****	22,000	23,000	5,058	17,250	29%	(12,192)					5,058	
Photocopier	4,000	2,000	1,776	1,500	118%	276					1,776	
Office Expense ⁰	9,000	13,000	22,142	9,750	227%	12,392					22,142	
Bank Service Charges	7,200	9,000	7,358	6,750	109%	608					7,358	
Training *	6,000	6,000	6,418	4,500	143%	1,918					6,418	
Water / Sewer (Utilities)	3,500	4,500	1,855	3,375	55%	(1,520)					1,855	
Hydro	6,000	7,000	3,154	5,250	60%	(2,096)					3,154	
Postage **	4,000	4,000	2,539	3,000	85%	(461)					2,539	
Telephone & Fax	3,500	3,500	-	2,625	0%	(2,625)					-	
Repairs & Maintenance ***	24,000	26,000	19,976	19,500	102%	476					19,976	
Rental Expense	-	-	1,975	-	0%	1,975					1,975	
Technology (Zoom, Vimeo, Office 365) ****	12,000	26,000	11,552	19,500	59%	(7,948)					11,552	
Website design	500	-	3,481	-	0%	3,481					3,481	
Faith Tides contractors	13,400	13,500	16,335	10,125	161%	6,210					16,335	
Faith Tides income (other charity)	(2,500)	(2,500)	-	(1,875)	0%	1,875					-	
Faith Tides - Layout / design	3,000	3,000	-	2,250	0%	(2,250)					-	
Faith Tides - Misc	1,300	1,300	-	975	0%	(975)					-	
Faith Tides transfer from SPF	(5,600)	(5,600)	-	(4,200)	0%	4,200					-	
Memberships	5,600	5,600	-	4,200	0%	(4,200)					-	
Office, building and communication expenses	176,500	197,500	155,433	148,125	105%	7,308	-	-	-	-	155,433	
⁰ Office expense includes monthly subscription - Quickbooks, office desks, supplies for payroll employee												
* Includes Thriving for Non Profits (+A, BN, JH) & CPA courses (GAH)												
** Includes billable postage to be recouped from Cathedral and Cathedral School												
*** Includes shared precinct costs for 2023 not billed by the Cathedral to the diocese (\$4,253.46)												
removal of damaged Arbutus tree												
**** Includes Zoom licences and vimeo recovered from parishes												
***** telephone/emails/IT												

Description	2023 Annual Operating Budget	2024 Annual Operating Budget	Q1-3 2024 Actual	Q1-3 2024 Budget	Actual to Budget %	Variance (Actual to Budget)	Q1-3 ETB	Q1-3 Synod	Q1-3 Vision Fund	Q1-3 Sale of Properties	Q1-3 Net Operating Result	Maximum offsets per budget
Vision Funding North Island*	160,000	100,000	45,144	75,000	60%	(29,856)			45,144		-	max 100k
Parish Grant - CCC **	15,000	90,000	73,032	67,500	108%	5,532			50,000		23,032	max 50k
Parish Grant - CCC - Dean Search	-	15,000	9,921	11,250	88%	(1,329)					9,921	
Parish Grant - Alert Bay	20,000	-	-	-	0%	-					-	
New England grant funding	(20,000)	(20,000)	(20,000)	(15,000)	133%	(5,000)					(20,000)	
Parish grant - Mayne Island	20,000	-	-	-	0%	-					-	
Parish grants - unallocated ***	30,000	50,000	40,785	37,500	109%	3,285			40,785		-	max 50k
Parish grant - St. P & St. P	4,000	6,000	4,500	4,500	100%	-					4,500	
Parish grant - Trinity PA	10,000	-	-	-	0%	-					-	
Parish grant- Port Hardy	25,000	16,000	12,000	12,000	100%	(0)					12,000	
Grants - VST	10,020	-	-	-	0%	-					-	
Parish grant - Port McNeill	-	11,730	8,798	8,798	100%	-					8,798	
Parish Grants	274,020	268,730	174,179	201,548	86%	(27,369)	-	-	135,929	-	38,250	
New England Grant funding received in Q2												
* Alert Bay funding												
** pending adjustment on June 15th to adjust for overbilled amount by CCC in Q4 2023												
*** Grants for - Church of the Advent, St Anne/St Edmund, St. Matthias, St. Dunstan, Tofino												
Asst. Refugee Coordinator	40,000	40,000	63,243	30,000	211%	33,243	-	-	-		30,000	
** Vision fund monies discussed to cover portion of costs												
Bishop's Travel & Costs *	25,000	30,000	22,980	22,500	102%	480					22,500	
Clergy Conf & Meeting Travel	9,500	-	-	-	0%	-					-	
DC Travel & Meal Expense	2,000	4,500	232	3,375	7%	(3,143)					3,375	
Travel EO and EA	4,000	7,000	598	5,250	11%	(4,652)					5,250	
Meeting Costs	500	-	-	-	0%	-					-	
General Synod Costs (for 2025)	16,000	16,000	5,975	12,000	50%	(6,026)					12,000	
extra for Lambeth	2,500	-	-	-	0%	-					-	
All Travel	59,500	57,500	29,785	43,125	69%	(13,340)	-	-	-	-	43,125	
* expected reimbursement of \$1,168.75 from House of Bishops												
Contingencies	6,000	6,500	-	4,875	0%	(4,875)					4,875	
Program Contingencies	3,500	3,500	-	2,625	0%	(2,625)					2,625	
Contingencies	9,500	10,000	-	7,500	0%	(7,500)	-	-	-	-	7,500	
Expenses	1,723,727	2,100,730	1,505,422	1,575,548	96%	(70,125)	36,104	42,719	135,929	123,133	1,199,394	
Income Vision Monies - Parish Grants	200,000	-	-	-	-	-	-	-	-	-	-	
Deficit/Gain	75,489	(548,770)	201,808	(411,578)	-49%	206,033	(36,104)	(42,719)	(135,929)	-	258,959	

max 47k max 66k max 200k max 200k

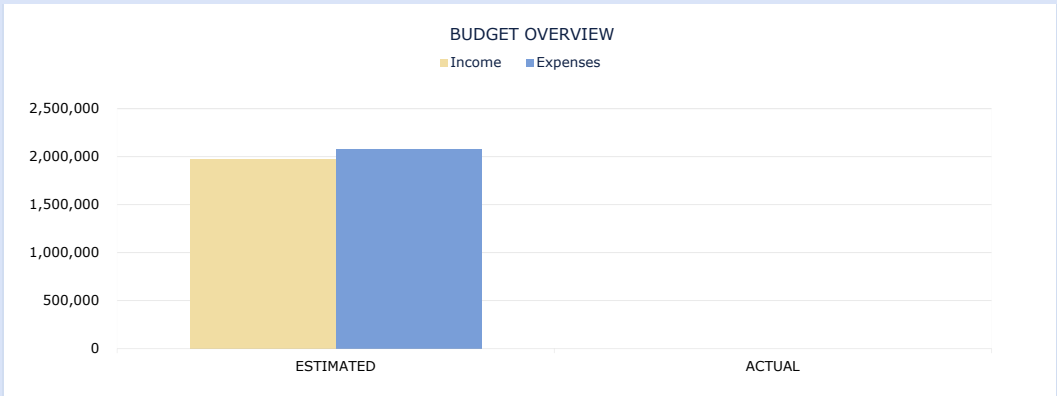
Informational trust reconciliation of proposed funds:

	ETB	Thetis	Vision	
Fund Bal Q4 2023	1,547,286	2,153,150	1,504,256	
Unused earnings	269,874	130,614	154,770	from 2022/2023
Est. 2024 earnings	88,508	74,935	72,429	
Planned approx. pymts	(90,000)			
Operating budget offset	(47,000)	(66,000)	(200,000)	
Est. 2024 yr-end	1,768,669	2,292,700	1,531,455	

ANGLICAN DIOCESE

2025 ANNUAL BUDGET

BUDGET TOTALS	ESTIMATED	ACTUAL	DIFFERENCE
Income	1,972,903.60	0.00	-1,972,904
Expenses	2,078,619.46	0.00	2,078,619
Balance (income minus expenses)	-105,715.86	0.00	105,716



WHAT ARE MY TOP SIX HIGHEST OPERATING EXPENSES?

EXPENSE	AMOUNT	% OF EXPENSES	
Senior Leadership	\$ 471,391	22.7%	
Finance	\$ 317,533	15.3%	
Programs	\$ 279,480	13.4%	
Apportionments	\$ 255,000	12.3%	
Administration	\$ 238,340	11.5%	
Property	\$ 235,626	11.3%	
Total	1,797,369.46	86.5%	

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INCOME

INCOME	ESTIMATED	Offset
Apportionment	1,348,646	
Investment Income	232,057	
Other (Rents, Grants)	92,200	
Fund Receipts (Vision, Thetis, ETB,etc)	300,000	Funds will be allocated to specific expenses as outlined in expense tab. Potentially \$420k identified as suitable.
Total Income	1,972,904	0

ANGLICAN DIOCESE

EXPENSES

PROGRAM EXPENSES	ESTIMATED	Offset
Apportionments	255,000	
General Synod Apportionment	225,000	
Provincial Synod Apportionment	30,000	
Events	56,000	
We Together	10,000	Synod
Clergy Conferences	20,000	ETB
Wardens & Treasurers Day	8,000	ETB
Diocesan Meetings (council and other)	2,000	
General Synod Meetings	16,000	
Other Events	0	
Programs	279,480	
Archives	27,500	
Congregational Development	24,908	
Deacons	20,010	
Faithtides	15,300	
North Island Ministry	108,322	Vision Fund
Parish Grants	200,000	Vision Fund
University Chaplaincy	83,439	Vision Fund
Synod Specific Costs	10,000	
Administration	238,340	
Administrative Salaries	218,040	
Fees & Memberships	2,800	
Hospitality	7,500	
Training	10,000	
Finance	317,533	
Finance Salaries	317,533	
Travel	0	
Property	235,626	
Property Salaries	170,176	
Building Condition Reports (BCR)	20,000	
Property Projects	40,450	
Travel	5,000	
Senior Leadership	471,391	
Senior Leadership Salaries	431,391	
Travel	40,000	
Synod Office	215,250	
Fees & Memberships	11,800	
Insurance & Cleaning	17,700	
Professional Services	53,000	
Postage	4,000	
Rentals	4,000	
Repairs & Maintenance	26,000	
Software & Tech support	68,250	
Supplies	2,500	
Utilities	15,000	
Other	13,000	
Travel & Training	6,000	
Other	38,864	
Total Expenses	2,078,619	



2025 Parish Annual Operations Grants

Parish	Requested amount 2025	Received in 2024	Received in 2023
St Columba, Tofino	\$2,634.74	n/a	n/a
St Margaret of Scotland, Galiano	\$10,000	\$0	n/a
St Anne & St Edmund, Parksville	\$6,800	\$0	n/a
St Columba, Port Hardy and St John, Port Alice	\$16,000	\$16,000	\$25,000 (received \$5K grant from Victoria Foundation)
St Peter and St Paul, Esquimalt	\$20,000	\$6,000	\$5,926
St Peter, Quamichan	\$5,400	n/a	n/a
Christ Church Cathedral, Victoria	\$90,000	\$90,000	\$15,000 regular grant \$35,000 additional grant in May 2023
AbbeyChurch	10,000	\$10,000	\$2,145
Trinity Anglican + Lutheran Church	n/a	\$0	\$10,000 + \$3,866 payroll grant
St Mary Magdalene, Mayne Island	n/a	\$0	\$20,000
St John Gualbert, Port McNeill	n/a	\$11,730	\$12,444
Christ Church, Alert Bay	n/a	n/a	\$20,000
Holy Trinity, Sooke	n/a	n/a	\$8,400

Totals: \$ 160,834.74 \$ 133,730.00 \$ 157,781.00

St. Columba, Tofino

Mid-North Island

Jeanne Forte at jforte@bc.anglican.ca

Requested amount: \$2,634.74

Please describe the MAIN factors in your parish/congregation that have led to the operational shortfall:

The establishment of a Clergy Respite Ministry had two purposes: First, to supply clergy with a beautiful, well-appointed place of respite in one of the most beautiful places. Secondly, to ensure good worship in a congregation that is unable to sustain full time ministry but is enjoying a small but energetic ministry. The cost of this ministry cannot be borne by this small congregation.

Describe how the grant would be applied (i.e., what areas of operational ministry would suffer if the parish did not receive this grant?):

The grant request is for compensation with gas, electricity, cleaning experts, and initially, the purchase of appropriate beds for the ministry.

In order to be considered for a grant, please review Canon 6.10.04 on Parish Stewardship and describe the parish's plans to fulfill this Canon:

St. Columba is in the process of updating its financial practices. New policies are now in place. Finances will be much more transparent going forward, with regular updates from our new Treasurer and regular parish council meetings.

Describe actions taken to explore additional sources of diocesan or parish funds to address the operational shortfall (for example, the Consolidated Trust Fund, etc.):

This fund, the Parish Annual Operations Grant is the only fund explored. However, we are currently reaching out to guests and visitors, and particularly former members of the congregation to occasionally support the church and this ministry.

Describe actions taken to explore external sources of funding (grants, fundraising, etc.):

As soon as possible, we will have a list of congregational addresses where we will reach out occasionally (Christmas, Easter, Congregational Patronal anniversary) informed people, past and present what ministries we are engaged in and asking for their continued support.

Please provide your total parish budget (copy/paste into box below) or email a spreadsheet of your budget to finance@bc.anglican.ca:

Arriving in Finance's email.

Incumbent (or warden, if parish is vacant):

Jeanne Forte

Warden(s):

Canon Warren Bernard

St Margaret of Scotland, Galiano Island

Western and Gulf Islands

Garth Walmsley, gwalmsley@stmargaretsgaliano.com, 250-539-2722

Requested amount: \$10,000

Please describe the MAIN factors in your parish/congregation that have led to the operational shortfall:

insufficient donations, cost of clergy

Describe how the grant would be applied (i.e., what areas of operational ministry would suffer if the parish did not receive this grant?):

Grant would contribute to the cost of clergy and their travel. Without the grant we would have to use licensed lay ministers every Sunday, no Eucharist.

In order to be considered for a grant, please review Canon 6.10.04 on Parish Stewardship and describe the parish's plans to fulfill this Canon:

The financial statements are reviewed quarterly by parish council and posted in the narthex.

Describe actions taken to explore additional sources of diocesan or parish funds to address the operational shortfall (for example, the Consolidated Trust Fund, etc.):

None of the funding resources appear to support operational costs. Funding for specific projects such as community outreach initiatives would be considered.

Describe actions taken to explore external sources of funding (grants, fundraising, etc.):

Funding resources don't appear to support operational costs.

Please provide your total parish budget (copy/paste into box below) or email a spreadsheet of your budget to finance@bc.anglican.ca:

Will send by email.

Incumbent (or warden, if parish is vacant):

Garth Walmsley, rector's warden

Warden(s):

Lyndsay Fukushima, people's warden; Garth Walmsley

St. Anne & St. Edmund, Parksville

Mid-North Islands

wardens@oneopencircle.org 250-248-3114

Requested amount: 6,800.00

Please describe the MAIN factors in your parish/congregation that have led to the operational shortfall:

Declining attendance due to attrition of an ageing congregation that is comprised primarily of seniors over the age of 70 who are on fixed incomes.

Describe how the grant would be applied (i.e., what areas of operational ministry would suffer if the parish did not receive this grant?):

without the grant, we would have to cut back on our musician and/or reduce the work hours of our Parish Administrator.

In order to be considered for a grant, please review Canon 6.10.04 on Parish Stewardship and describe the parish's plans to fulfill this Canon:

Our annual stewardship letter was signed on 3 October 2024 and packages were handed out to parishioners attending worship on Sunday, 6 October 2024. The remaining stewardship packages will be either hand-delivered or mailed out within the upcoming week. The stewardship letter indicates a requested pledge return date of 3 November 2024 and the results will be reported to the Executive Archdeacon no later than 17 November 2024 in accordance with Regulation 6.10.05.

Describe actions taken to explore additional sources of diocesan or parish funds to address the operational shortfall (for example, the Consolidated Trust Fund, etc.):

We no longer have a Rectory Trust fund and our parish funds are limited. We have scaled back our discretionary spending to the maximum extent possible and have made marginal efforts to increase our rental income. Our new incumbent was hired at a 30% because that is all we could realistically afford.

Describe actions taken to explore external sources of funding (grants, fundraising, etc.):

We have continued with our traditional fundraising initiatives of an annual Plant Sale in the spring and our Christmas Bazaar is scheduled for 7 December 2024. We are exploring the feasibility of resuming St. Anne's Day festivities as a fundraiser and applying for various grants under the Vancouver Foundation umbrella.

Please provide your total parish budget (copy/paste into box below) or email a spreadsheet of your budget to finance@bc.anglican.ca:

Will send our 2024 budget to you by-email. Our 2025 budget is being drafted but we don't yet know how the "New Clergy Compensation Model" will impact us and we have not yet been informed of how much our 2025 diocesan assessment will be. For the latter we can only estimate the amount of 26,946.00 based on the PFR we submitted in March 2024. As we were provided a 2024 grant amounting to 25.2% of our annual assessment, we will ask for the same percentage of our 2025 estimate.

Incumbent (or warden, if parish is vacant):

The Rev. Kirsten Evenden

Warden(s):

Joan Mercer, Rector's Warden and Betty Endersby, People's Warden

St Columba, Port Hardy and St John, Port Alice

Mid-North Island

Robert Fyles, rfyles@stcolumbaporthardy.ca, (250) 949 1176

Requested amount: \$16,000

Please describe the MAIN factors in your parish/congregation that have led to the operational shortfall:

For the last 5 years we have received a generous grant from the Pacific Mountain Regional Council (PMRC) LeaderShift Program which has covered 20% of our priest's salary as well as Indigenous Ministry programs. This source has now been used up. Our priest moved to a new parish at the end of August and our profile and search committee has prepared a proposed budget for 2025 that indicates we could seek to hire a ½ time priest if the current grants from the Diocese and PMRC are renewed.

Describe how the grant would be applied (i.e., what areas of operational ministry would suffer if the parish did not receive this grant?):

The grant will be applied to the general fund to match a grant that has been applied for from the United Church. This matching of support for our Shared ministry from our two parent bodies is of long standing. If we do not receive these grants our ability to pay our minister would be drastically reduced. This would lead first to a reduction in building operational costs as much as possible but would inevitably include a reduction in pastoral care and worship services with the reduction of our priest's time to a small fraction of full time.

In order to be considered for a grant, please review Canon 6.10.04 on Parish Stewardship and describe the parish's plans to fulfill this Canon:

A narrative budget was prepared and distributed to the parishioners to engage their support for the programs of the parish. Pledge forms were distributed to the congregation and returned data was analysed. Given our previous experience the data supported the budgeted amount of local givings in our 2025 budget.

Describe actions taken to explore additional sources of diocesan or parish funds to address the operational shortfall (for example, the Consolidated Trust Fund, etc.):

We currently receive the interest from the Consolidated Trust Fund generated by funds raised in the sale of our rectory. Our original deposit has book value of \$215,680 and has grown over time to \$288,758 (2023 value) In 2024 the interest paid out to our general fund will be about \$11800.

Describe actions taken to explore external sources of funding (grants, fundraising, etc.):

We have received a food security grant from the United Way in support of our Indigenous Ministry work for \$11,000. We have applied to the United Church Foundation for \$10,000 from their United We grant which will also be used to support Indigenous Ministry. We anticipate that \$16,500 will remain of previous year funds from the LeaderShift Church Plant and we have been approved to retain these funds and spend them in support of Indigenous Ministry work. We are also applying for a United Church Mission Support Grant of \$14,000 for our general account.

Please provide your total parish budget (copy/paste into box below) or email a spreadsheet of your budget to finance@bc.anglican.ca:

In a separate email I will include a current 2024 budget and a Proposed 2025 budget as well as a September 2024 financial statement showing our current position.

Incumbent (or warden, if parish is vacant): Rev. Sheila Cook

Warden(s): Robert Fyles, Heather Jones

St Peter and St Paul, Esquimalt
Greater Victoria
Gail Rodger

Requested amount: \$20,000

Please describe the MAIN factors in your parish/congregation that have led to the operational shortfall: At the beginning of 2023 we had operational working cash of \$10,000 by the beginning of 2024 we had \$7,000. Each month overall giving (receipted and non receipted) have been short by about \$850. We had expected the newly formed Esquimalt Seniors Community Center Society to be able to pay some rent, which they have not be able to yet.

Describe how the grant would be applied (i.e., what areas of operational ministry would suffer if the parish did not receive this grant?): It would be used for general operations. We have four large expenses which are: incumbent (part time) salary; organist contract; diocesan assessment; and insurance. The grant would cover or partially cover one of these expenses. We have waived furnace and roof maintenance on the building in the current year in order to save money however no maintenance leads to larger problems.

In order to be considered for a grant, please review Canon 6.10.04 on Parish Stewardship and describe the parish's plans to fulfill this Canon: We have had a stewardship campaign every year and regular appeal letters since the current incumbent has arrived. In 2020 just prior to Covid19 shutdown we adopted a 3 year strategy. The plan was to reduce grants to zero. Each year reducing the grant, while asking for an increase in givings in order to maintain a balanced budget. In question number 4, we talked about how it began to fail in 2023. This year, the first two weeks of SPSP's stewardship campaign were about the nature of charity and the definitions provided by Rabbi Maimonides. In week three, a formal presentation was done by the wardens, treasurer, and incumbent, laying out a strategy to be off of grants. There is a strong sense that after four years of asking for increases in offerings, the parish needs to look at building capacity for fundraising and more rental options. The presentation from week 3 will be emailed to finance@bc.anglican.ca following the submission of the grant application.

Describe actions taken to explore additional sources of diocesan or parish funds to address the operational shortfall (for example, the Consolidated Trust Fund, etc.): Within the calendar year, we have borrowed from our building memorial fund for operational expenses, and to prevent defaulting with the bank. We have no other investments to draw on for operations. And while there is still money in the building memorial fund, using this fund up entirely for operations means we cannot handle any emergency building repair. As previously mentioned, we have put off maintenance and need this fund for any future emergencies. We have a fiduciary duty to hold the building memorial fund money for major church repair as this is the purpose of the fund and the policy of the parish and diocese. For example, this year we used building memorial fund money to repair the ramp going into the hall. We have already begun our strategy of trying to obtain more rent by renovating a small room in the hall so it is available all year. Our main hall currently has no heat and is unavailable to rent Sept 15th to May 15th.

Describe actions taken to explore external sources of funding (grants, fundraising, etc.): We have Bucanner Days bake sale. a garage sale (new this year), Christmas Fair. We attempted to have a table at the Esquimalt Market but were refused. Guest organist for concert by donation. We are developing a partnership with the Esquimalt Senior Community Center Society, in order that they may apply for grants to pay the Parish rental income.

Please provide your total parish budget (copy/paste into box below) or email a spreadsheet of your budget to finance@bc.anglican.ca: The financial statements to August 2024 will be emailed to finance@bc.anglican.ca upon submission of the grant application. The budget for 2025 will be emailed to finance@bc.anglican.ca as soon as available. It has not been completed.

Incumbent (or warden, if parish is vacant): Gail Rodger

Warden(s): Peoples' Warden Adora Waters and Treasurer Judy Ingram.

St. Peter, Quamichan
Cowichan/Mid-Vancouver Island
Mark Oldnall

Requested amount: \$5,400

Please describe the MAIN factors in your parish/congregation that have led to the operational shortfall:

Keeping the Rectory empty for a potential new Rector. These rental funds are integral to keeping our overall finances out of deficit as other operational funds would need to be re-allocated.

Describe how the grant would be applied (i.e., what areas of operational ministry would suffer if the parish did not receive this grant?):

Offset Rectory operational expenses

In order to be considered for a grant, please review Canon 6.10.04 on Parish Stewardship and describe the parish's plans to fulfill this Canon:

The Parish receives regular financial updates and parish finances are available freely through the parish office for viewing. Wardens and Treasurer have made it known that all financial questions are welcome and responses are timely.

Describe actions taken to explore additional sources of diocesan or parish funds to address the operational shortfall (for example, the Consolidated Trust Fund, etc.):

The un-budgeted temporary expense to the parish is because of the lack of rectory rental income due to Clergy health and now anticipated retirement. Rectory needs to be kept empty as to be available for new Clergy. We do not have appropriate other parish funds to make up for this loss of income. A special stewardship campaign took place this summer to offset a potential operational deficit. This was successful, however, the Wardens do not wish to go back to parish for more funds so soon after completing the summer campaign.

Describe actions taken to explore external sources of funding (grants, fundraising, etc.):

none

Please provide your total parish budget (copy/paste into box below) or email a spreadsheet of your budget to finance@bc.anglican.ca:

Will submit as email

Incumbent (or warden, if parish is vacant):

Rev. Jim Holland

Warden(s):

Mark Oldnall, Liz Williams

Christ Church Cathedral
Greater Victoria
Anthony Danda / 250 812 8549

Requested amount: \$90,000

Please describe the MAIN factors in your parish/congregation that have led to the operational shortfall:

Christ Church Cathedral (CCC) has been operating at a deficit in recent years. Expenses have outpaced income. The approved budget for 2024 was in deficit by approximately \$355,000, which includes the Cathedral's portion of the Building for the Future invoices. Declining offerings and donations are a major contributor to the deficit.

Describe how the grant would be applied (i.e., what areas of operational ministry would suffer if the parish did not receive this grant?):

The grant will be applied to facilities, payroll and diocesan assessment to reduce these expenses.

In order to be considered for a grant, please review Canon 6.10.04 on Parish Stewardship and describe the parish's plans to fulfill this Canon:

CCC will implement a rolling stewardship campaign throughout 2025 that covers multiple dimensions of stewardship. The financial component of stewardship will include a campaign to obtain pledges and financial commitments. These donations are a significant contributor to total revenues allowing CCC to meet our financial needs as best as possible and help promote the parish and diocesan vision.

Describe actions taken to explore additional sources of diocesan or parish funds to address the operational shortfall (for example, the Consolidated Trust Fund, etc.):

- CCC receives dividends from the CTF quarterly. The quarterly dividend this year is \$3,992.
- The management team of the parish has begun an analysis to identify opportunities to increase revenue and cut costs.
- CCC has initiated conversations with neighbouring parishes to investigate sharing expenses.
- CCC has also been accessing the Line of Credit set up for CCC by the Diocese through TD Canada Trust. To date, CCC has accessed \$250,000 of the \$500,000 available.

Describe actions taken to explore external sources of funding (grants, fundraising, etc.):

CCC is active in seeking external revenue channels to support our operations:

- Our facilities usage generated over \$180,000 last year and we will be close to that for 2024.
- We regularly partner with external music organizations and self-present concerts. This activity generates approximately \$30,000-\$50,000 net revenue per annum.
- We regularly apply for provincial and municipal grants to offset costs of specific projects.
- CCC has installed tap machines to accept card donations from casual and event visitors. We have collected \$15,000 through the machines YTD and expect another \$5,000 in donations over Advent.
- CCC has begun accepting Interac e-Transfers as a form of payment for givings. The new payment method appeals to donors who prefer to provide donations on their own schedule vs a fixed date with pre-authorized debits.
- CCC receives grants from the Victoria Foundation for both the music program and operating expenses. Grants YTD are \$29,000.

Please provide your total parish budget (copy/paste into box below) or email a spreadsheet of your budget to finance@bc.anglican.ca:

Sent to Finance

Incumbent (or warden, if parish is vacant):

Jonathan Thomas, Dean and Rector

Warden(s):

Marilyn Taylor, Ian Alexander, Stephen Calderwood, Sue Simpson, Anthony Danda

AbbeyChurch

Greater Victoria

Rev. Matt Humphrey mhumphrey@bc.anglican.ca 250-208-7296

Requested amount: 10,000

Please describe the MAIN factors in your parish/congregation that have led to the operational shortfall:

Throughout 2024, AbbeyChurch has continued to grow in mission and ministry. We have seen a new wave of folk drawn into our worship and witness in the North Park Neighbourhood and ample opportunity for ongoing partnership. (In 2024 this included with Our Place, North Park Neighbourhood Association, QomQem street outreach, and more...)

We have kept a fairly detailed list of those who come and go at the AbbeyChurch. Our weekly email newsletter goes out to just over 200, while our more focused list of locals who participate more than 4 times annually is just over 100. And of course the weekly average attendance at the AbbeyChurch is 40-50, including often close to 10 children. What we are finding is that we are a place of safety for folk who have been disaffected by church or society and something about the unique nature of worship is welcoming and safe place for them to participate. However, many of these folk are not in a position to contribute towards our operating costs, even while they are just the sort of people Jesus is calling us to shepherd in this time and place.

Further, our growing gaggle of children and youth have been without strong leadership as we have been in transition between leaders over the last year. We have recently remedied that by hiring a youth minister part time and a children's ministry intern, thanks to some generous one time gifts. But we would like to provide stability to these positions as we head into 2025 and beyond.

2024 has also been a rich time of folk embracing their own journeys into ministry. In addition to the Rev. Matt Humphrey serving as incumbent, we continue to have the Rev. Meagan Crosby and the Rev. Ernest Morrow serving as honorary clergy, and contributing their gifts to our ministry. The Rev. Lynn Mills and the newly ordained Rev. Reba Yeo continue to worship with us weekly and offer their gifts to our community. On the United Church side of our ministry, the Rev. Michelle Slater and the Rev. Rob Shearer are appointed VAM (voluntary associate ministers), by the United Church Region and offer their gifts to our community. This is a wonderful team with great depth, and each of these folk have other full time work, so the opportunity for us to be a place of ongoing nurture to those called into ordained life, and to welcome and form folk in and through their discernment has been part of the legacy of AbbeyChurch and indeed Emmaus Community since its founding in 2016. Our hope in 2025 is to continue to nurture this group and to be able to offer a more consistent honorarium, which has become more consistent thanks to the recent appointment of Rev. Lynn Mills as our treasurer.

We have also achieved a long term goal of gaining our own status with the CRA as the Emmaus Community. We have seen some small increased giving since this has occurred and, along with our treasurer and newly emerging AbbeyCouncil, see this year ahead as a time of great growth in good governance to support this emerging ministry!

Describe how the grant would be applied (i.e., what areas of operational ministry would suffer if the parish did not receive this grant?):

This grant would be principally applied to help secure the ongoing roles of youth minister and children's ministry intern. It will be further used as part of our other stewardship work over the coming months to solicit increased giving among our regular gathered community.

In order to be considered for a grant, please review Canon 6.10.04 on Parish Stewardship and describe the parish's plans to fulfill this Canon:

Our 2024 financials as well as proposed 2025 budget will be posted publicly and presented to an annual meeting of our community (and potluck) on Reign of Christ Sunday - November 24, 2024.

Describe actions taken to explore additional sources of diocesan or parish funds to address the operational shortfall (for example, the Consolidated Trust Fund, etc.):

We have had a generous one time gift come in the Fall of 2024, which we intend to use to raise matching funds from some of our regular gathered community who do not regularly give.

We have some continuing funding from the United Church of Canada, which will continue into 2025.

Describe actions taken to explore external sources of funding (grants, fundraising, etc.):

See above.

Please provide your total parish budget (copy/paste into box below) or email a spreadsheet of your budget to finance@bc.anglican.ca:
emailed.

Incumbent (or warden, if parish is vacant):

Rev. Matt Humphrey

Warden(s):

TBD (we haven't had folk in those traditional roles, but are in final stages of a plan to roll out in consultation with the Bishop!)



November 28, 2024

Memo to: Diocesan Council

From: Isabel Weeks, Chancellor

RE: Supplements to Employment Insurance Benefits

I suggest a change to one of two programmes which assist employees when they are away from work.

First, the so-called “Top Up” for people who are expanding their family. Under the BC *Employment Standards Act*, employees have rights to unpaid leave. The federal employment system provides for benefits, summarized as follows:

Employment Insurance maternity and parental benefits provide financial assistance to:

- people who are away from work because they're pregnant or have recently given birth
- parents who are away from work to care for their newborn or newly adopted child

Payment is 55% of the employee's earnings, up to a maximum of \$668 a week.

Employers can offer supplemental payments to maternity, parental (including adoption) or caregiving benefits (including compassionate care, family caregiver benefit for children and family caregiver benefit for adults). These plans do not have to be registered with Service Canada. The top-up amounts are not considered as earnings and are not deducted from the employees' EI benefits when certain requirements are met.

Requirements that must be met

The supplement is not deducted from the employees' EI benefits if the plan meets the following 2 conditions:

- when the payment is added to the employee's EI weekly benefits, the combined amount does not exceed the employee's normal weekly earnings from employment— 100% of gross salary

- the payment is not used to reduce other accumulated employment benefits such as banked sick leave, vacation leave credits, or severance pay

Employers are not required to register plans used to supplement EI maternity, parental, compassionate care or family caregiver benefits with Service Canada.

However, records still have to be kept to show the effective date of the plan and that it meets the 2 conditions previously mentioned.

The supplement can be paid during the EI waiting period without affecting the start of the EI benefits.

The following motion was passed at the Operations Committee meeting and approved by Diocesan Council at the meeting on September 26th:

Ops committee July 24, 2024

Maternity and Parental Leave Top-up (memo attached)

Moved by Isabel and seconded Elizabeth

To approve the pregnancy and parental leave policy (attached) to be funded by the Diocese.

Carried.

That the Pregnancy and Parental Leave Policy circulated be approved, that funding for the top-up be provided by the diocese, and that sustainable funding of \$10k to 20k be included in the budget starting in 2025.

The pertinent excerpt of the memo is:

The diocese provides employees on maternity or parental leave who are in receipt of EI benefits, a Supplemental Unemployment Insurance Benefit Plan that augments employees' eligible income from Employment Insurance to a limit of 80% of normal gross pay for up to 24 weeks.

There is currently one employee on this programme and is receiving benefits.

Second, there is a programme, called the **Supplemental Unemployment Benefit Plan (SUB)**. This plan allows employers to increase their employees' weekly earnings when they are unemployed due to a temporary stoppage of work, training, illness, injury or quarantine.

Payments from SUB plans **that are registered with Service Canada** are not considered as earnings and are not deducted from EI benefits (pursuant to [subsection 37\(1\)](#) of the EI Regulations).

The diocese is currently registered with Service Canada with a programme that provides for 90% of the employee's normal weeks earnings, combining the gross amount of EI benefit with the employer's contribution. This benefit can be paid for the

period between the expiry of any unused sick time and eligibility for long term disability coverage (119 days following the first day absent due to illness).

This plan must be registered with Service Canada and any changes to the plan must be reported to Service Canada.

This suggestion has been discussed and approved by the Human Resources Working Group. **I now seek approval of this council to harmonize the two plans by reducing the amount of the SUB benefit for illness from 90% to 80% so that it is the same as the maternity/parental leave plan.**

In order to fund both of these plans, the cost could be shared with all parishes. A fund could be created for both the pregnancy and the illness plans. The HR Working Group discussed the source and structure of the funding for these plans. We were joined by Gregory Ptolemy, our new Finance Director who made helpful suggestions. The source of funds could be from contributions from each parish, of a suggested amount of \$10 or \$20 per employee calculated monthly and payable annually. Another source could be from the apportionments and accounted for and adjusted as needed.

However structured, this program would support employees who need to be away from work but still pay the bills. It is suggested that the diocese start the fund with seed money of \$10K or 20K for 2025 and that parish funding start in 2026.

All of which is respectfully submitted.

November 28, 2024

Memo to: Diocesan Council

From: Isabel Weeks, Chancellor

As the new canons and regulations come into force on January 1, 2025, the canons committee requests edits to the following regulations:

Regulation R5.1.8 A(3) (c)- delete the word “elected” and replace with the word “appointed”.

Regulation R7.5.1 G (3)- amend the subparagraph by adding the words “ten percent” so that the subparagraph reads:

“3. Not fewer than ten percent of the electors, present in person or by proxy.”

The committee also wishes to coordinate the changes in vacation allowance with the change in salary for clergy so that both will be adjusted on January 1 of each year rather than on the date of ordination.

The present system gave clergy increases in vacation allowance when the cleric completed certain numbers of years’ service after their ordination. These increases occurred at the date of ordination. The proposal is that the increases be calculated as of January 1 of each year.

This proposal will have the effect of creating a minor inequity among only a few clergy as a person who is ordained earlier in the year will need to wait longer than a person ordained later in the year for the January 1 increase in numbers of weeks’ vacation. However, it parallels the recent move to having salary increases all occur on January 1, and would reduce the requirement of synod staff to make changes in vacation allotments throughout the year.

The proposed new section of Regulation R3.5.1 F would be by adding as subparagraph 4 the following:

“4. The calculation of number of years’ service will be made as of January 1 of each year, regardless of the date of ordination.”

All of which is respectfully submitted.



900 Vancouver Street
 Victoria BC V8V 3V7
 p 250.386.7781 tf 1.800.582.8627
 bc.anglican.ca

To: Diocesan Council
From: Zena McCreary, insurance administrator
Date: November 22, 2024
Re: Annual Parish Applications to Delete Earthquake

In following the DC motion passed in January 2024 allowing parishes to apply annually for permission for the removal of the earthquake insurance, please find following 13 applicants, listed on page 2.

For your review, I have also attached the information sheet sent to the parishes to assist them in considering whether to continue with earthquake insurance (page 3).

Please note that the single * asterisk indicates where permission to remove earthquake was provided in the previous insurance term. The double ** asterisk indicates where there is a long-term tenant with an active lease.

Once diocesan council has made their decision, please provide instructions and I will relay the results to the parishes.

Please feel free to contact me directly for further information.

Kind regards,

Zena McCreary
insurance@bc.anglican.ca
 250.386.7781, x.249

	<u>Parish</u>	<u>Building Type</u>	<u>Yr Built</u>	<u>Construction</u>	<u>Building Insured</u> <u>Value</u>	<u>Contents</u> <u>Insured Value</u>	<u>EQ</u> <u>Premium</u>	<u>EQ Deductible</u>
*	Christ Church Cathedral	Church	1929	Fire Resistive	\$ 47,900,000	\$ 245,000	\$ 48,130	15% ded = \$7.18m
*	Christ Church Cathedral	Deanery	1939	Frame	\$ 1,350,000	\$ 76,500	\$ 1,424	\$250,000 minimum
*	Christ Church Cathedral	Sheds	2020	Frame	\$ 25,000	\$ 17,000	\$ 42	\$250,000 minimum
*	Holy Trinity - North Saanich	Church	1885	Frame	\$ 814,000	\$ 41,955	\$ 599	\$250,000 minimum
*	Holy Trinity - North Saanich	Hall	1940	Frame	\$ 895,000	\$ 54,433	\$ 665	\$250,000 minimum
	St John the Divine - Victoria	Church	1964	Fire Resistive	\$ 17,430,797	\$ 1,305,106	\$ 18,736	15% ded = \$2.61m
	St John the Divine - Victoria	Office	1920	Fire Resistive/Frame	\$ 3,112,352	\$ 86,064	\$ 3,198	15% ded - \$467k
**	St John the Divine - Victoria	Hall	1951	Fire Resistive	\$ 1,895,382	\$ 42,442	\$ 1,938	15% = \$284k
**	St Mary the Virgin - Oak Bay	Church & Hall	1959	Fire Resistive/Frame	\$ 9,472,474	\$ 788,229	\$ 10,261	15% ded = \$1.42m
	St Matthias - Victoria	Church	1956	Fire Resistive	\$ 3,088,117	\$ 257,089	\$ 2,342	15% ded = \$463k
	St Matthias - Victoria	Hall	1957	Frame	\$ 2,991,244	\$ 135,858	\$ 2,189	15% ded = \$449k
**	St Matthias - Victoria	Rectory	1958	Frame	\$ 890,893	\$ 17,021	\$ 636	\$250,000 minimum
	St Andrew - Sidney	Church	1910	Frame	\$ 1,163,882	\$ 176,844	\$ 939	\$250,000 minimum
	St Andrew - Sidney	Hall	1964	Fire Resistive/Frame	\$ 1,280,000	\$ 117,896	\$ 979	\$250,000 minimum
	St Andrew - Sidney	Office	1950	Frame	\$ 248,177	\$ 17,021	\$ 186	\$250,000 minimum
	St Margaret - Galiano Island	Church	1953	Frame	\$ 711,561	\$ 33,742	\$ 522	\$250,000 minimum
	St Mary the Incarnation - Metchosin	Church	1991	Fire Resistive/Frame	\$ 2,171,140	\$ 202,068	\$ 1,661	15% ded = \$326K
	St Mary the Virgin - Metchosin	Church	1873	Frame	\$ 541,435	\$ 23,429	\$ 395	\$250,000 minimum
	St Mary the Virgin - Metchosin	Hall	1953	Frame	\$ 572,490	\$ 39,496	\$ 428	\$250,000 minimum
	St Mary the Virgin - Metchosin	Furnace Room	1953	Fire Resistive	\$ 23,793	\$ 11,025	\$ 21	\$250,000 minimum
	St John the Baptist - Duncan	Church	1906	Frame	\$ 1,540,591	\$ 309,594	\$ 1,850	\$250,000 minimum
	St John the Baptist - Duncan	Hall	1944	Frame	\$ 569,790	\$ 107,285	\$ 677	\$250,000 minimum
	St Philip - Cedar	Church	1908	Frame	\$ 1,421,773	\$ 47,158	\$ 734	\$250,000 minimum
	St. Christopher & St Aidan - Lk Cowichan	Church	1950	Log/Frame	\$ 417,215	\$ 37,307	\$ 455	\$250,000 minimum
	St. Christopher & St Aidan - Lk Cowichan	Hall	1950	Frame	\$ 1,042,363	\$ 49,021	\$ 1,091	\$250,000 minimum
	St Peter - Quamichan	Church	1877	Frame	\$ 1,610,090	\$ 229,190	\$ 1,839	\$250,000 minimum
	St Peter - Quamichan	Hall	1965	Frame	\$ 2,666,457	\$ 34,041	\$ 2,701	15% ded = \$400k
	St Peter - Quamichan	Rectory	1945	Frame	\$ 122,919	\$ 15,279	\$ 138	\$250,000 minimum
	St Peter - Quamichan	Workshop	1999	Frame	\$ 866,686	\$ 17,021	\$ 884	\$250,000 minimum
	Christ Church - Alert Bay	Church	1879	Frame	\$ 642,715	\$ 52,714	\$ 487	\$250,000 minimum
	Christ Church - Alert Bay	Chapel	1925	Frame	\$ 515,445	\$ 35,369	\$ 386	\$250,000 minimum
	Christ Church - Alert Bay	Rectory	1950	Frame	\$ 89,106	\$ 8,722	\$ 68	\$250,000 minimum

* Earthquake removed in prior insurance term.

**Locations with long term lease.



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bc.anglican.ca

To: Clergy, Wardens and Treasurers
From: Greg Ptolemy
Date: November 5, 2024
Re: Application Process to Delete Earthquake Coverage 2025

As we approach the annual insurance renewal cycle, we invite you to consider your coverage. Last year Operations Committee welcomed conversation with parishes regarding the removal of earthquake insurance from your annual insurance certificate.

Key Considerations:

- **Cost:** Please review your past annual earthquake premium on your 2024 synod office invoice. While we anticipate no significant increases, inflation may affect building and contents replacement values, thus a slight increase in premium.
- **Deductible:** The current deductible is 15% or \$250,000 minimum, whichever is greater.
- **Coverage Impact:** Removing earthquake insurance affects all buildings and contents listed on your parish insurance certificate.
- **Fire Coverage:** Note that fire following an earthquake remains mandatory under Canadian law.

You may apply for either the continued deletion of this coverage or to remove it for the first time effective December 31, 2024, after you have considered all these factors.

Action Required:

If your parish wishes to apply for the removal of earthquake insurance, please have a warden email Zena with your request, cc'ing the incumbent and parish treasurer. All requests must be received by **November 13th** to be considered at the upcoming committee meeting. No late submissions will be reviewed for the new renewal cycle after this date.

Please contact Zena McCreary with any questions at 250.386.7781, ext. 249 or by email, insurance@bc.anglican.ca.

Memorandum of Understanding Version 3.0

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made effective the ____ day of _____, 2024 (the “Effective Date”) between:

Duncan Housing Society, a BC Society with society number S0010958 and an address of 280 First Street, Duncan, BC V9L 4T3 (“DHS”)

and

The Anglican Synod of the Diocese of British Columbia, with an address of 900 Vancouver Street, Victoria, BC V8V 3V7 (“ADBC”)

(each a “Party” and together the “Parties”)

Background:

- A. The Duncan Housing Society (DHS) was selected as a successful proponent in the Community Housing Fund (CHF) call for submissions in January 2021. The objective of the CHF program is to develop affordable rental homes for middle and low-income families, independent seniors, and individuals in BC.

- B. The ADBC is the landowner of:

486 JUBILEE ST: LOT 1, BLOCK 1, PLAN VIP798, SECTION 18, RANGE 6, QUAMICHAN LAND DISTRICT; LOT 2, BLOCK 1, PLAN VIP798, SECTION 18, RANGE 6, QUAMICHAN LAND DISTRICT; LOT 14, BLOCK 17, PLAN VIP2070, SECTION 17, RANGE 6, QUAMICHAN LAND DISTRICT. PID 008-462-569, 008-462-593, 006-707-424

162 FIRST ST: LOT 3, BLOCK 1, PLAN VIP798, SECTION 18, RANGE 6, QUAMICHAN LAND DISTRICT PID: 008-462-623

447 TYEE ST: LOT 7, BLOCK 17, SECTION 17, RANGE 6, QUAMICHAN DISTRICT, PLAN 2070 PID: 006-705-499

(together, the “Lands”).

- C. The ADBC is interested in collaborating with DHS to redevelop the Lands to include new affordable rental housing units to be operated and managed by DHS, and a new church hall for ADBC parishioners;

NOW THEREFORE, the Parties agree as follows:

Part 1 - Purpose of this MOU:

1. The Purpose of this MOU is:

- (a) To express the commitment of the Parties to pursue mutually agreeable terms for the proposed development of affordable rental housing units and a new church hall on the Lands (the “**Project**”). The Parties agree that the existing St. John’s Parish church on the Lands will be retained.
- (b) To identify high priority issues to be resolved between the Parties, with the intent of leading to binding final or definitive agreements to proceed with the Project. The Parties agree that to advance the Project effectively their relationship will be defined by a series of agreements that will be negotiated as required by all relevant parties involved and as the necessary information becomes available.
- (c) To inform discussions regarding BC Housing funding requirements and the proposed building design and schedule.
- (d) To inform discussions regarding the future lease of the Lands or a portion thereof from ADBC to DHS.
- (e) To identify the timing of the Project that meets the needs of the Parties, taking into account any funding requirements from BC Housing.

Part 2 - High Priority Issues

- 2. The Parties have set out in Schedule “1” to this MOU, a series of high priority issues to be diligently resolved between them once this MOU has been executed.

Part 3 - Binding Provisions

- 3. In consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree that the following provisions are legally binding upon them and shall enure to the benefit of and be enforceable by the Parties, and their respective successors and permitted assigns, pursuant to the terms and conditions of this MOU:

- (a) Term

The term of this MOU will be from the Effective Date until the Parties execute a binding final or definitive agreement or until two (2) years from the Effective Date, whichever is earlier, unless otherwise extended by mutual agreement or terminated early in accordance with section 3(b) of this MOU (the “**Term**”).

- (b) Termination

This MOU may be terminated, for any reason:

- (i) immediately with the mutual written agreement of both Parties; or

- (ii) by one Party, upon thirty (30) days' written notice to the other Party;

Once terminated, neither Party shall have any obligations to the other Party except as expressly provided herein.

(c) Confidentiality

The Parties agree that this MOU and the transactions and work referred to herein, and any information provided by either Party to the other with respect to this MOU, shall be kept strictly confidential, and no public announcements will be made in respect thereof without the advance written agreement of both Parties, provided, however, that either Party may give such information on a confidential basis to their employees, officers, directors, advisors and consultants, who have a clear need to have sight or knowledge thereof for the purposes of this MOU, and may disclose such information as may be required by applicable laws.

This confidentiality provision shall survive the Term of this MOU.

(d) Exclusivity and Good Faith Obligations

The Parties agree that during the term of this MOU their relationship is exclusive. ADBC shall not develop or seek to develop the Lands with any third party, and DHS shall not use or seek to use the funding from BC Housing for any other project. The Parties further agree that during the Term, they shall act diligently and in good faith towards achieving the objectives set out herein and shall provide each other with all reasonable support in connection with the same.

(e) Assignment

Neither Party may assign its rights and/or obligations under this MOU without the written consent of the other Party.

(f) No Partnership

The Parties expressly disclaim any intention to create a partnership and nothing in this MOU shall constitute or be deemed to constitute a Party as partner, agent or legal representative of the other Party. This MOU shall not create the relationship of a partnership between the Parties, and no act done by any Party pursuant to the provisions hereof shall operate to create such a relationship.

Part 4 - Non-Binding

4. Except for the provisions set out in section 3, this MOU constitutes a memorandum of understanding only and is not contractual in nature and is not intended to bind either of the Parties or create any legal obligations relating to the Lands or otherwise.

Except as set out in section 3, no binding agreement will exist between the Parties unless and until the Parties have executed a final or definitive agreement. The Parties acknowledge that they are not required to enter into any final or definitive agreement until they are satisfied, in their sole, subjective and unreviewable discretion, that such agreement is satisfactory.

This Agreement has been read, understood, and agreed to by the Parties, as evidenced by their signatures below, as of the Effective Date.

**THE ANGLICAN SYNOD OF THE DIOCESE OF
BRITISH COLUMBIA, by its authorized signatory**

Brendon Neilson, Executive Director

Date

**DUNCAN HOUSING SOCIETY, by its authorized
signatory**

Cheryl Jones, Board Chair

Date

SCHEDULE “1”

Table 1: Priority Items

- (a) The Parties acknowledge and agree that Schedule 1 is not comprehensive, is not set out in order of importance, and is limited to those issues identified as of the Effective Date.
- (b) The Parties recognize that other issues will arise as the Project proceeds.
- (c) The Parties acknowledge and agree that as issues in Schedule 1 have been resolved to their mutual satisfaction, further binding agreements may be executed that confirm or modify the resolutions set out in Schedule 1.
- (d) This Schedule 1 may be modified by the mutual agreement of the Parties in writing from time to time.

	High Priority Issue	Objectives	Resolution/Next Step	April 2023 Update	Feb 2024 Update	Nov 2024 Update
1.	Agreements	<p>Staged agreements will be required throughout this process subsequent to this MOU in order to proceed with the Project, including a development agreement and long-term lease.</p> <p>These agreements will provide clarity on scheduling, roles and responsibilities, alignment with municipal processes, associated outlays of costs and the obligations of each Party, including in the event a Party withdraws from the Project.</p>	<p>Draft development agreement to be executed prior to execution of a long-term lease.</p> <p>The Parties will execute any other agreements, instruments and documents that are required to facilitate the Project and the promises contained in the above-referenced definitive agreements.</p>	<p>The parties agree that the construction of the new church hall, payment of church hall utilities, and provision of ongoing site maintenance and landscaping is to be viewed as fair compensation for the lease of the Lands and the replacement of the existing church hall.</p> <p>To secure additional Preliminary Development Funds (PDF) to help advance the project, the funds will need to be registered on title as security.</p> <p>ADBC agrees to permit the registering of Preliminary Development Funds (PDF) on the titles of the ADBC owned lots known as the Lands.</p>	<p>A draft operational cost sharing summary to be drafted for review by both parties.</p>	<p>A revised operational cost sharing has been drafted and is being reviewed by both parties</p>
2.	Lands Due Diligence	<p>ADBC agrees to allow DHS to complete required due diligence on the Lands to inform the site plan and proposed development for the Project. DHS will</p>	<p>DHS to draft a schedule for required due diligence items as required by the City of Duncan and BC Housing. Due diligence may include</p>	<p>DHS has procured and completed site due diligence items including geotechnical studies, topographic survey, and arborist inspection on the site. These site reports</p>	<p>An Environmental Site Assessment (ESA) Phase 1 will be completed on the site in March/April 2024.</p>	<p>Due diligence is complete on the site.</p>

		be solely responsible for costs incurred in relation to this due diligence.	geotechnical, environmental, hazardous materials investigation, and topographic survey work.	will be used to help ensure the constructability of the site and update the proposed building designs and site plan and the Diocese and parish have access to this information as Owners.		An Environmental professional from Active Earth will be present during excavation to monitor the soil conditions due to the historical fire on the site.
3.	Design	<p>At this point, the Project is proposed to include a 6-storey residential building and a new church hall. The existing church will be retained.</p> <p>ADBC will provide feedback to DHS on a site plan that addresses the needs of the ADBC.</p> <p>As the funding partner, BC Housing has strong guidance and authority over a variety of design (including materials, energy performance and accessibility) targets. These targets will be considered during design development for both residential and non-residential spaces.</p>	<p>DHS to provide updated site plans to ADBC based on conversations to date.</p> <p>Iterative functional program development process to occur between DHS and ADBC at key design stage milestones (schematic, working drawings, construction drawings, tender).</p>	<p>No update - The Project is proposed to include a 6-storey residential building and a new church hall. The existing church will be retained.</p> <p>Conceptual drawings have been shared with ADBC. Updated drawings to be shared with ADBC, City of Duncan, Parish Council, and St. John's parishioners in May 2023.</p>	<p>Updated rezoning/development permit drawing package attached. These drawings have been updated based on feedback received from the City of Duncan Planning and Building/Engineering staff, the ADBC, and St. John's Parish Council and parishioners.</p> <p>City staff will review and likely provide additional comments for consideration prior to presenting the proposed project at a Committee of the Whole meeting.</p>	<p>Iterative design reviews and approvals have occurred with the Parish Council and Diocese; building permit plans are attached based on City submission in November 2024.</p>
4.	Schedule	DHS has received Project funding through BC Housing's Community Housing Fund and needs to develop new affordable housing for seniors, families, and persons living with disabilities. DHS is seeking a development schedule that provides new housing units as soon as possible.	An outline of the proposed full development schedule will be provided by DHS and included in the development agreement.	An updated development schedule provided by DHS will be shared with ADBC in May 2023.	An updated development schedule provided by DHS will be shared with ADBC in May 2024.	A revised development schedule has been provided to ADBC in November 2024.
5.	Public Communications	DHS and ADBC each agree not to make any public announcements or issue any other forms of public communication without the knowledge and consent of the other and BC Housing	Communications plan agreed upon by both Parties that covers both pre-development and development phases; to be included in the development agreement.	DHS has been informed by BC Housing that no public announcements regarding the proposed project will be issued until the land tenure details identified in this MOU are resolved and the project proceeds into the public realm via municipal applications.	Engagement/Communications Since pre-development conversations, additional conversations and meetings with the parish have occurred. The primary concerns expressed by the parishioners	Additional clarifications to the Parish and Diocese since the spring and associated responses include:

		Whenever possible, the Parties will make joint public announcements and communications to third parties.			<p>and the project team responses are as follows:</p> <p>#1</p> <ul style="list-style-type: none">• Parish: Questions/comments about the size and layout of the new hall• Project team response: A separate hall specific package has been prepared for Parish Council. Ongoing discussions has resulted in a larger hall space and more functional layout. <p>#2</p> <ul style="list-style-type: none">• Parish: Concerns over reduction in parking spaces for parish• Project Team response: continuing to explore parking in CVRD lots, Island Savings, and the existing Duncan Manor parking lot for Sundays and special events; Dedicated underground parking spaces for parishioners; retention of street parking on Jubilee through re-design that includes bike lane and parking <p>#3</p> <ul style="list-style-type: none">• Parish: Concerns about the potential for a temporary	<p>#1</p> <ul style="list-style-type: none">• A separate hall specific package has gone through multiple design iterations to reflect comments received from Parish Council <p>#2</p> <ul style="list-style-type: none">• Wiser has coordinated the temporary usage of the CVRD parking lot on Sundays for parishioners during construction. The parking license agreement is currently with the Diocese for review and execution.• Shared parking agreement and covenant to be included in subdivision application to the City <p>#3</p> <ul style="list-style-type: none">• A detailed construction schedule has been
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					<p>closure of church/existing hall space during construction</p> <ul style="list-style-type: none"> Project Team Response: A Construction Manager (CM) will join the project team in March. The CM will provide a detailed project schedule and additional details regarding potential closures. 	<p>drafted by the Construction Manager outlining the upcoming key milestones including demolition of the existing hall space. This document has been provided to ADBC in November 2024.</p>
					<p>#4</p> <ul style="list-style-type: none"> Parish: Concerns about security during construction and post-construction Project Team Response: The CM will be responsible for securing the site during construction and providing regular communications/updates with all parties. The building, once constructed, will include fob access and security measures that comply with BC Housing's stringent design guidelines. More details will be available at the Building Permit stage. 	<p>#4</p> <ul style="list-style-type: none"> Construction Manager drafting security and traffic plan for activities during and post-construction. DHS is working on detailing security options for the site, including installation of security cameras in residential and hall space areas. The building entrances will require fob access.
6.	City of Duncan Approvals	DHS is solely responsible for ensuring the Lands are appropriately zoned for the proposed Project, including all related fees.	DHS and ADBC shall document their agreed-on roles and responsibility for associated costs in the subsequent approval stages for the Project, as follows:	The parties agree that the three ADBC owned lots will be consolidated into a single lot prior to the issuance of the Building Permit.	<p>Land</p> <p>The parties agree that the three ADBC owned lots will be consolidated into a single lot prior to the issuance of the</p>	<p>Land</p> <p>The lot consolidation is completed and registered at the LTSA.</p>

		<p>The Lands owned by ADBC will need to be consolidated to facilitate the future registration of a mortgage on title for the Project.</p>	<ul style="list-style-type: none">• Lot Consolidation• Rezoning• OCP amendment• Development Permit• Subdivision Plan• Building Permit• Construction• Post-construction• Occupancy <p>DHS to work with City of Duncan to confirm process and timing for lot consolidation.</p>	<p>An OCP amendment, and concurrent Rezoning/ Development Permit application will be submitted to the City of Duncan. was submitted to the City of Duncan in October 2023.</p>	<p>Building Permit–Development Permit (revised Feb 7, 2024)</p> <p>Upon completion of the lot consolidation, an Air Space Proposal (ASP) subdivision is being proposed. The ASP process would commence after the lot consolidation and be finalized prior to issuance of Building Permit.</p> <p>The underground parking may not be considered in the ASP process. A separate nominal lease agreement between the DHS and ADBC would be drafted for the leasing and permanent use of underground parking spaces from DHS to the ADBC.</p> <p>Rationale for ASP</p> <p>The Leasing of the consolidated lands is viewed as joint ownership by CMHC</p> <p>CMHC’s mortgage insurance/ take-out financing requires an Air Space Parcel (ASP) approach to consolidated lands</p> <p>Land Use Update An OCP amendment, and concurrent Rezoning/ Development Permit application will be submitted</p>	<p>ASP</p> <p>An Air Space plan (ASP), ASP easement and ASP covenant, are currently under legal review by legal representatives from BC Housing, DHS, and the Diocese.</p> <p>A Certified Professional Report is being finalized by the project architect detailing that the proposed development will comply with the Duncan Building Bylaw, BC Building Code, and Fire and Life Safety Systems.</p> <p>Land Use</p> <p>Rezoning and development permit approvals occurred in 2024. A Building Permit submission was made in</p>
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					<p>to the City of Duncan – was submitted to the City of Duncan in October 2023.</p> <p>The City of Duncan staff is proposing the zoning to remain as a “Community” zone with site-specific uses. The proposed site plan and building design conform with the site-specific regulations provided by the City.</p>	<p>November 2024 with an anticipated January 2025 issuance.</p> <p>Parking A separate shared parking agreement and covenant is being drafted and is anticipated to be ready for review by mid-November.</p>
7.	Servicing	The Lands have nearby servicing that is expected to meet the needs of the proposed Project. These assumptions will need to be confirmed by DHS during the Rezoning and Development Permit (the “ DP ”) process.	Confirmation of site servicing needs prior to DP issuance.	No update – these conversations will occur with City staff and the design team during the preparation of the rezoning and DP application.	A site servicing plan has been included in the rezoning/DP application to the City of Duncan. The servicing plan is currently under review.	The servicing plan has been approved by all parties with the final version being included in the Building Permit submission.
8.	Form of Ownership	<p>It is expected that ADBC will retain ownership of the Lands and ADBC will lease the Lands in whole or in part to DHS who will construct the Project.</p> <p>DHS will be solely responsible for the construction of the Project.</p> <p>Following construction, DHS will be solely responsible for the on-going operation and maintenance of the residential rental units following construction. ADBC will be solely responsible for the on-going operations and maintenance of the new church hall, with a sublease from DHS.</p>	<p>DHS will sign a long-term lease (60 years) with ADBC. DHS will be responsible for securing a mortgage on the consolidated Lands.</p> <p>ADBC (or the appropriate entity) will sign a sublease with DHS for the new church hall. * (Revised April 26, 2023)</p> <p>An operational plan will be outlined in the development agreement to ensure rental units will be appropriately managed to community benefit, and a housing agreement pursuant to section 483 of the <i>Local Government Act</i> will likely be registered on title. Opportunities for operational efficiencies for the entire site will be</p>	<p>The parties agree that a long-term lease (estimated at 60 years) of the lands is the preferred path forward. DHS will be responsible for securing a mortgage on the consolidated Lands.</p> <p>The parties agree that ADBC will retain ownership of the Lands and will lease the Lands in whole to the DHS who will construct the Project.</p> <p>ADBC agrees to register a Section 219 covenant on the lands with an Option to Purchase (OTP).</p> <p>ADBC to include the old and new church hall in the lease to the Society while S219, OTP and mortgages will register against the entire lease.</p>	<p>The long-term lease may be with CMHC or BC Housing.</p>	<p>A Lease Agreement is a tri-partite agreement between the Diocese, DHS, and BC Housing. This document is currently under review by all legal representation.</p>

			<p>explored through this plan to minimize long-term costs and efforts for the ADBC.</p>	<p>* A sub-lease of the church hall cannot be provided as fractional ownership does not meet CMHC's lending guidelines. The proposed sublease will need to be replaced with a property management agreement.</p> <p>The parties agree to use a property management agreement for the on-going operations and maintenance of the new church hall.</p>		
9.	Rental Housing Cost and Construction	DHS has full control over the cost of the proposed residential rental housing.	DHS will be responsible for cost estimates to determine total project costs as they relate to the residential rental housing units.	No update	<p>Construction Management Construction Manager (CM) at Risk to join project team in March 2024. The CM will provide services throughout pre-construction, construction, and post-construction phases of development. Once procured, a parish meeting will be held to provide a more detailed forecast of pre-construction works, construction management plan and communications during construction.</p> <p>Tenant Selection DHS will explore priority options for housing of parishioners in the new build after DHS tenants are housed.</p>	<p>Construction Management A construction manager was engaged in mid-2024 and has been in communication with the Parish directly and conducted a variety of site visits. During the Building Permit review, a Parish meeting will be held to review the pre-construction plans and schedule with the CM.</p> <p>Tenant Selection All future prospective tenants will be required to register on BC Housing's housing waitlist. DHS will continue to collaborate with the Parish to prioritize parishioners interested in residing in the new development.</p>

10.	Shared Costs on Lands	It is anticipated that there will be a variety of future shared costs once the Project has been construction and the facilities are operational. These may include parking, landscaping, security, and common utilities.	Outlined estimate of shared operational costs in operational plan early to provide all parties an estimate of long-term carrying costs.	To date, pre-development costs for the project have been borne by DHS.	<p>A draft operational cost sharing summary has been included for both parties to review.</p> <p>DHS will lease the hall space to the ADBC at a nominal rate of \$1/year.</p>	This has been reviewed by both parties and accepted.
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900 Vancouver Street
 Victoria BC V8V 3V7
 p 250.386.7781
 w bc.anglican.ca

Project Brief Form for projects over \$20,000

As the diocese is the legal owner of all our properties, projects of over \$20,000 must be approved by the diocesan finance committee and diocesan council, **prior to a bid being accepted and a contract being signed**. In order to submit a request to start a project please fill out the following form.

Submit this form to Brendon Neilson, Executive Director at bneilson@bc.anglican.ca.

Please keep in mind that finance committee and diocesan council only meet once every couple of months. While we will endeavor to work with you to meet any deadlines you might have the more lead time you can give us the better.

1. Project name:
2. Job location:
3. Estimated start date: Estimated finish date:
4. Project summary:

The current access to the former St. Mark's Church is across a neighbour's land. Bob Gill, Isobel Weeks, and Walter Stewart have been attempting to negotiate permanent access either through purchase of land or permanent easement. They have been unsuccessful at any kind of a reasonable cost. Lacking legal access is preventing the listing of the property for conversion to a residence. Our property does not have a road at another location. Both the current contractor with whom we are working and Bob Brander's brother-in-law a former road builder pronounce a new driveway entirely feasible at a cost well below the \$50K required for an easement. The efforts to negotiate access have continued since 2022.
5. Project cost (total):

PROJECT OVERVIEW

6. Desired outcomes:

The creation on independent access to the former church entirely over the church's property.
7. Project plan (overall approach and procurement):

We have tried a number of contractors without success with the exception of Bradley Excavating. They have provided a quote and a number of references from well-known residents of Salt Spring. I followed on two of the referees, one who is someone I now and trust gave them a first-rate reference. "They will do what they say they will do, and do it well." The other was equally complimentary.

8. Projected schedule (include milestones):

Beginning late November. The contractor says he can start within three weeks of our confirmed order

9. Projected budget (cost breakdown):

Please see attached email for breakdown of work for \$35,450

10. Funding breakdown of budget (sources of funding):

Within the parish accounts there is more than \$50K from bequests that stipulated they were to be spent on capital costs at St. Mark's.

PROJECT TEAM (SUPERVISION AND RISK MANAGEMENT)

11. Project team contact information:

Project management lead:

Name: Walter Stewart

Phone: 250-930-6311

Title: Parishioner

Email: wstewart@bc.anglican.ca

Project team members:

Name: Bob Gill

Email: bgill@bc.anglican.ca

Title: Chancellor Emeritus

Name: Isabel Weeks

Email: chancellor@bc.anglican.ca

Title: Chancellor

Name:

Email:

Title:

12. Contractor contact information:

Company:	Bradley Excavating	Contact:	Ryan Bradley
Phone:	250-653-9910	Email:	bradleyexcavating@shaw.ca
Company:		Contact:	
Phone:		Email:	
Company:		Contact:	
Phone:		Email:	
Company:		Contact:	
Phone:		Email:	

13. Are your contractors covered by Insurance and WorkSafe BC?

- ☒ I have contacted the diocesan insurance administrator to confirm whether this project requires additional insurance.
- ☒ I will provide proof of the contractor's CGL policy coverage.
- ☒ I will provide a copy of a WorkSafe BC clearance letter showing that the contractor's registration is in good standing.


14. Does the project require a Hazardous Materials report (ex. asbestos, lead, other heavy or toxic metals and materials) to be completed?

- ☒ No ☐ Yes, we will submit a report

15. Has this project been discussed at parish council?

- ☐ No ☒ Yes, please specify meeting date: Multiple meetings 2022-2024

16. Warden's approval:

Signature:	
Name:	Ruth Seltner
Title:	Bishop's Warden
Date:	November 12, 2024

Walter Stewart - Chair

From: bradleyexcavating@shaw.ca
Sent: November 4, 2024 11:34 AM
To: Walter Stewart - Chair
Subject: old church driveway

Hi Walter, Here is your quote as requested.

Driveway Quote 961 North End (St. Marks Church) Salt Spring Island

- ~Deliver machines
- ~Take down trees and remove stumps and logs off site
- ~Install culverts in ditch at public road
- ~Future driveway and shape driveway to follow lower property line then swing up hill to join existing parking
- ~Strip soils off driveway
- ~Possible blasting or rock breaking depending what we find in ditch line or driveway grades
- ~Use a combination of existing material and sourced material to build subgrade compaction
- ~Build subgrade with 3 Inch Crush Gravel
- ~Cap with C.P.R. gravel
- ~Final cap 3/8 crush
- ~Compact driveway between materials laid and at end.

I can supply the driveway as Walter Stewart has requested but I supply no guaranties or warranties regarding land survey ,driveway site lines, or steep grade of hill into parking

Quote
\$35,450 plus tax

Bradley Excavating Ltd.

Ryan Bradley
250-653-9910

References

Walter Stewart - Chair

From: bradleyexcavating@shaw.ca
Sent: November 11, 2024 5:16 PM
To: Walter Stewart - Chair
Subject: RE: old church driveway
Attachments: WCB Clearance Letter.pdf

Hi there,

We have Commercial Insurance thru Westland Insurance. It automatically renews November 13th 2024 to November 13th 2025

Policy number is 040313321

WCB is in the pdf above.

Thank You

Laurie Bradley

Bradley Excavating Ltd.
185 Kitchen Road
Salt Spring Island, B.C.
V8K 2B3
250-653-9910



WORKING TO MAKE A DIFFERENCE

Assessment Department Location

Mailing Address

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Bradley Excavating Ltd
185 Kitchen Road
SALT SPRING ISLAND, BC V8K 2B3

November 11, 2024

Person/Business : BRADLEY EXCAVATING LTD
Account number : 656383

This letter provides clearance information for the purposes of Section 258 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **January 01, 2025**.

This firm has had continuous coverage with us since December 08, 2000.

Employer Service Centre
Assessment Department

Clearance Reference # : C135262122
CLRAAA

For more information about Section 258 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department

To alter this document constitutes fraud.

Walter Stewart

From: Breysen, Tara MOTI:EX <Tara.Breysen@gov.bc.ca>
Sent: October 30, 2024 4:06 PM
To: Walter Stewart
Subject: RE: Zoning for 961 North End Road SSI

Hi Walter

I wasn't able to talk to Owen as his daughter was born and he is now off!

I did however discuss the scenario with a coworker and we both agree that, due to the fact that the church was decommissioned in 2019 and the property will be sold as residential, the property will not require a permit to build a primary access for 961 North End Road in the proposed location as submitted in permit file number 2024-05149. Please be guided by the Residential Access guidelines in the link below.

<https://www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/engineering-standards-guidelines/highway-design-survey/driveways>

Thank you

Tara Breysen

From: Breysen, Tara MOTI:EX
Sent: Wednesday, October 23, 2024 8:19 AM
To: Walter Stewart <wstewart@bc.anglican.ca>
Subject: RE: Zoning for 961 North End Road SSI

Thank you for the information Walter. My thought is that as long as the Operations Manager is ok with the proposed location, a permit will not be required based on the revised purpose of the property. I need to discuss this with our Operations Manager. He is out of the office any day now for 2 weeks (waiting for the birth of this daughter) but will send him an email today and will let you know his response when he is able to review the proposal.

Thank you

From: Walter Stewart <wstewart@bc.anglican.ca>
Sent: Tuesday, October 22, 2024 4:17 PM
To: Breysen, Tara MOTI:EX <Tara.Breysen@gov.bc.ca>
Subject: Zoning for 961 North End Road SSI

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

I have had confirmation from the Islands' Trust that a single family dwelling is permitted at 961 North End Road.

Walter

All Saints Kitchen Renovation - cost estimate

Appliances - commercial quality			Russell Hendrix - ref. quote from Dale Postnikoff, Oct 29, 2024 - we have specification for each of these items
2 well sink 24x36	1	1,066	
4" pantry deck mount	1	271	
wall mount hand sink with faucet	1	139	
high temp dishwasher MD2000HT	1	12,665	
24"dishwasher sink 2 comp	1	1,079	
clean dish table 48" right mount	1	459	
35"condensate hood	1	939	
wall shelf 14" x 60"	1	106	
wall shelf 14"x72"	1	129	
pre-rinse 8" centers add-on faucet	1	539	
1000W commercial microwave oven	1	733	
microwave shelf 18"x24"	1	141	
24x96 open base work table	1	339	
s/s work table 24x36" c/w galvanized undershelf	1	279	
24" drawer work table	1	188	
single door reach in cooler	1	2,595	27in refridgerator- looking at larger one?
dish caddy 5 columns spec grey	2	2,132	
		23,799	
sales tax	12%	2,856	

26,655

Delivery of above appliances: 1,000

Flooring			Benjamin Moore, Salt Spring, Shane Hubenig, etc. including installation
width	25.5 ft		
depth	13.75 ft		
total area	350.6 sqft		
flooring cost/sqft	15 \$/sqft	5,259	

New double swing entry/exit door with window 2,000

Roll-down blind for the serving window between the kitchen and hall 1,000

Stainless steel counter tops and backsplashes 1,000 Millstone Heating & Sheetmetal, Duncan

IKEA Kitchen cabinets incl hardware			
Upper kitchen cabinets, etc.		15,000	John will purchase for delivery to Saanich
Lower kitchen cabinets, simplified layout		3,000	pickup point
Delivery		1,000	

Lighting, electrical			TBD in consultation with the electrician
new overhead flourescents with LEDs		2,000	
new electrical plugs, switches, etc.		1,000	

<u>General contractor - estimates only</u>			Lighthouse Ventures... M. Hunsberger,
gutting the kitchen - to the dump	65	80	5,200
preparing floor (floor installation by Shane)	65	40	2,600
moving stoves to balcony, temporarily - gasfitter	130	20	2,600
plumbing	100	80	8,000
electrical	130	80	10,400
kitchen cabinet assembly and installation	65	60	3,900
installing countertops/backsplashes	65	80	5,200
painting	65	80	5,200
reinstalling stoves - gasfitter	130	20	2,600
			45,700
contactor's management	15%		6,855
			52,555
		sub-total:	111,469
contingency, unforeseens, etc.	20%		22,294
		TOTAL:	133,763



900 Vancouver Street,
Victoria BC, V8V 3V7
Telephone: 250-386-7781

Parish Facilities Use Agreement

This Agreement is between:

**the Anglican Synod of the Diocese of British Columbia
(the "Diocese") and**

**Parish of St Peter and St Paul and
(the "Parish")**

**Capital City Baptist Church
(the "Occupant")**

and consists of:

Part One: Summary page;

Part Two: Terms and conditions of this agreement; and

Part Three: Description of the space to be used (the "Premises")

**PART ONE
SUMMARY PAGE**

Date: November 6, 2024

Occupant: Capital City Baptist Church

Contact person: Lead Pastor

Full name: Timothy Janzen

Address:

Telephone:

E-mail:

Parish: St Peter and St Paul

Contact person: Incumbent

Full name: Gail Rodger

Address: 1379 Esquimalt Road

Telephone: 250-386-6833 (church) 250-507-9941 (Gail's cell)

E-mail: admin@stpeterandpaul.ca

Premises: See Part 3

Fee: \$36,000 per annum. Please see attached for details.

Term: 8 years

Commencement Date: January 1 2025 or upon occupancy whichever is later.

Expiry Date: December 31 2032 or for a term of eight full years whichever is later.

Use of Premises: To be used for what is considered all normal church related activities, including: worship; preparing for worship (i.e. rehearsals); Bible Study; fellowship groups; fundraising events; and unique life events of congregational members. (i.e. weddings and funerals of congregational members only). All non-congregational weddings or funerals are not included in this agreement and need to be negotiated with the Parish.

The use is for the lower and upper hall and the sunshine room for all day Sunday and two evenings during the week from 6 pm forward. (currently Wednesdays and Fridays unless otherwise arranged). The kitchen and washroom are always shared. The administrative office room downstairs is available for the occupant's sole use whenever needed. The downstairs hall is to be solely used by the

occupant and all other users are only in coordination with the Occupant and the Parish.

The upper hall may be booked other days free of charge, on a first come first served basis.

The fee includes the use of ½ the parking lot, and it is expected that spots would be marked.

The fee includes the use of a room to be built in the back of the lower hall to be used for storage. Some equipment or items for church use are permitted to remain in the upper or lower hall throughout the week, as long as no other renters have booked the space per verbal agreement.

PART TWO
TERMS AND CONDITIONS OF USE OF PREMISES

This Facilities Use Agreement is made on the date shown in Part One: The Summary Page.

Between: **the Diocese**

And: **the Parish**

And: **the Occupant**

In consideration of the mutual covenants contained in this agreement, the receipt and adequacy of which is hereby acknowledged by all parties, the parties agree as follows:

1. Grant of Use of Premises

The Diocese hereby grants a non-exclusive licence of the Premises to the Occupant on the terms and conditions described in this Agreement, including Part One: Summary Page, Part Two: Terms and Conditions, and Part Three: the Premises

2. Term of Licence

The term is as described on the Summary Page (the "**Term**").

3. Fee

(a) The Fee is payable monthly, on the first day of the month. See attachment for full disclosure.

(b) The Fee is payable to the Parish.

4. Occupant's Covenants

The Occupant covenants with the Diocese and the Parish as follows:

(a) to pay the Fee as described in Paragraph 3 above;

(b) to use the Premises as described on The Summary Page;

(c) to use the Premises in a way that does not disturb the quiet enjoyment of the Premises of other users;

- (d) to leave the Premises in the same condition as it was found, including putting away tables, chairs, equipment and supplies;
- (e) to leave the Premises clean and tidy and free from debris;
- (f) to comply at its own expense with all municipal, provincial, and federal sanitary, fire, and safety laws, bylaws, regulations, and requirements pertaining to the use of the Premises;
- (g) to collaborate with the Parish on all marketing and advertising material to related to the activities of the Occupant on the Premises; and
- (h) not to do, omit to do, or permit to be done or omitted to be done upon the Premises anything which would cause the Diocese's cost of insurance to be increased or which would cause any policy of insurance to be subject to cancellation.

5. Insurance

5.1 The Occupant will take out and maintain throughout the Term:

- (a) all risk property insurance to insure its contents in an amount equal at all times to the full replacement value, coverage for business interruption for their loss of income, and insurance for loss due to equipment breakdown;
- (b) comprehensive general liability insurance with respect to the Occupant's use of the Premises in an amount no less than \$1,000,000 per occurrence; and
- (c) when requested by the Parish, abuse coverage.

5.2 The Diocese will take out and maintain throughout the Term insurance for the Premises against all risk of loss or damage caused by or resulting from fire or such additional perils as are commonly included in a commercial fire and extended coverage insurance policy.

5.3 All insurance required to be maintained by the Occupant shall be on terms and with insurers to which the Diocese has no reasonable objection and shall provide that such insurers shall provide to the Diocese 30 days' prior written notice of cancellation or material alteration of such terms. The Occupant will furnish to the Diocese certificates or other reasonable evidence as to the insurance from time to time required to be effected and its renewal or continuation in force.

5.4 All insurance hereunder shall name the Diocese as additional named insured.

6. Limitation of Liability

(a) The Occupant agrees that the Diocese shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Occupant or its employees, invitees, or licensees or any other person in, on, or about the Premises, or for any interruption of any business carried on in the Premises,

(b) the Occupant releases, discharges and indemnifies the Diocese from any and all actions, causes of action, losses, costs, damages and liabilities arising out of the Occupant's use or occupation of the Premises.

7. Default. Each of the following will constitute an "Event of Default" by the Occupant:

(a) Default in payment of the Fee which default remains uncured after 10 days' written notice by the Diocese to the Occupant specifying same and requiring its rectification;

(b) Default in performance or observance of any provision set out in this Facilities Use Agreement other than the provisions referred to in Subparagraph (a) above, on the part of the Occupant to be performed or observed, which default remains after 30 days' written notice by the Diocese to the Occupant specifying same and requiring its rectification provided if rectification is not possible within such period then provided the Occupant is diligently engaged in completing such rectification then the said period shall be extended for so long as is reasonable to enable the Occupant to complete such rectification.

8. Default Remedy. Upon occurrence or existence of an Event of Default, the Diocese will be entitled to terminate this Facilities Use Agreement.

9. Entire Agreement. This Facilities Use Agreement constitutes the entire agreement between the Diocese, the Parish and the Occupant regarding the Premises and the Use as described on The Summary Page. It supersedes any and all previous understandings, communications, representations and agreements between them, whether oral or written.

10. Behavior. The Occupant acknowledges the Diocese's Respectful Conduct Policy and covenants with the Diocese that the Occupant will comply with such policy or has a policy prohibiting any unlawful or inappropriate behavior by its employees or agents while occupying the Premises.

[remainder of page intentionally left blank]

**Financial Details included in the
Parish Facilities Use Agreement**

This Agreement is between:

**the Anglican Synod of the Diocese of British Columbia
(the "Diocese") and**

**Parish of St Peter and St Paul and
(the "Parish")**

**Capital City Baptist Church
(the "Occupant")**

Total Fee:

The per annum cost is \$36,000. The monthly fee to be paid to the parish is to be \$3000 (plus additional monthly cost as outlined below). A minimum six months notice period is set for every party of the agreement to terminate the agreement.

Capital Improvement as hall fee:

For one or two years, depending upon final cost, the Parish will accept the fee in the form of capital improvements of supplying and installing heat pumps in the upper hall in lieu of monthly payments as long as the total value received remains at \$36,000 per annum.

Example One: if the total cost is 36,000, the first year no payment is due. After one year the per annum costs revert to the monthly rental payment in full.

Example Two: If the total cost is 28,000 the first year. The annual payment to make the per annum cost is \$8,000 and must be made in equal monthly payments. After one year the per annum costs revert to the monthly rental payment in full.

Example Three: if the total cost is greater than \$36,000, the amount is split evenly over two years. For example, total cost is \$42,000. The agreement is that \$21,000 (1/2 of total cost) is taken in lieu over two years. In this example a monthly payment making up the difference of \$15,000 per annum would be needed for the first two years.

After two years, the per annum cost reverts to a monthly rental payment in full.

Other costs:

Hydro:

The Occupant will be charged for 50% of the total electricity used for the hall. The Parish will invoice the Occupant, based on the BC Hydro invoice received. A copy of the BC Hydro invoice will be included in the Parish's invoice to the Occupant and payment is due within 10 days of receipt of invoice.

Cleaning:

The Parish is responsible for the cleaning, and determining the acceptable level of clean. The Parish will invoice the Occupant for 50% of the cleaning costs each month.

11. **Acceptance.** The Occupant hereby accepts this Facilities Use Agreement on the conditions, restrictions and covenants described above.

IN WITNESS WHEREOF the Diocese, the Parish and the Occupant have executed this Facilities Use Agreement as of the date and year first above written.

THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA

Authorized Signatory

Print name

Title

Authorized Signatory

Print name

Title

PARISH

Authorized Signatory

Print name

Title

Authorized Signatory

Print name

Title

OCCUPANT

Authorized Signatory

Print name

Title

Authorized Signatory

Print name

Title

Project Brief Form for projects over \$20,000

As the diocese is the legal owner of all our properties, projects of over \$20,000 must be approved by the diocesan finance committee and diocesan council, **prior to a bid being accepted and a contract being signed.** In order to submit a request to start a project please fill out the following form.

Submit this form to Brendon Neilson, Executive Director at bneilson@bc.anglican.ca.

Please keep in mind that finance committee and diocesan council only meet once every couple of months. While we will endeavor to work with you to meet any deadlines you might have the more lead time you can give us the better.

1. Project name:	Heat Pump Installation		
2. Job location:	St Peter and St Paul 1379 Esquimalt Road Victoria BC V9A3R4		
3. Estimated start date:	ASAP	Estimated finish date:	Two weeks after start
4. Project summary:	To install two heat pumps. A 4 ton outdoor heat pump unit with four miniwall units installed inside the upper level of the Memorial Hall. It would be installed at ground level on the east side of the hall. The main unit would be under the ramp. The second unit is a smaller outdoor heat pump with a unit inside for the lower level of the Memorial Hall It would be installed on the west side of the Hall at ground level		
5. Project cost (total):	\$42,700		

PROJECT OVERVIEW

6. Desired outcomes:

1. The Memorial Hall is currently closed from Sept 15 to May 15 each year due to no heat in the building. Once heat is installed, a number of rental agreements can be pursued and therefore add to the sustainability of the parish through some rental income. 2. The hall sitting cold and empty is not good for the building as a whole and raises maintenance costs. 3. It would assist in parish life for events when the church is too small or a large kitchen is needed. 4. It would add value to the community life of Esquimalt as a place to run organizations that support local residents.

7. Project plan (overall approach and procurement):

We have received a quote from Triton Heating and Cooling Ltd. to supply and install Fujitsu Heat pumps. (attached)
We have received a quote from Sirco Electrical Contracting Ltd. to do the electrical needed to install the pumps. (attached)
We have confirmed both companies have worksafe and liability insurance (attached)
We have confirmed size of heat pump is appropriate through Mark Olenoff, Diocesan asset manager.
Capital City Baptist have offered to pay for the upgrades in lieu of rent for a long term contract. (8 years)
We have a signed agreement between SPSP and Capital City Baptist Church for the long term use of the Memorial Hall. The agreement has been submitted and is waiting on Diocesan approval. The agreement is valid only on the condition that the project is completed.
Once approval is received, a down payment from Capital City would be asked and the work would begin.

8. Projected schedule (include milestones):

We would proceed immediately upon final approval of the user agreement and the project agreement from the Diocesan Council. The quotes we have received are good until for one month, generally the first week of December 2024. We would expect the work to begin as soon as the pumps are received, which may be as early as two weeks or as long as three months.

9. Projected budget (cost breakdown):

The upper hall heat pump is a 4 tone with 4 mini splits = \$25,116
The lower hall heat pump is one smaller unit = \$7,612
Electrical to do both including permit = \$2,652
Contingency fee 20% of total above: \$7,076
Total budget \$42,456
The cost would be (25,116 (upper hall) + 7,612.50 (lower hall) + 2,651.25 (electrical) X 1.2 = 42,456 = rounded \$42,700. This would mean the entire building, with the exception of the entrance way would be temperature controlled

10. Funding breakdown of budget (sources of funding):

The funding is provided by Capital City Baptist Church - see attached letter.
Included is the financing according to the user agreement - based on final cost. Any amount over the \$42,700 would need to be covered by the Parish. We have \$15,000 in reserve for building fund emergencies.

PROJECT TEAM (SUPERVISION AND RISK MANAGEMENT)

11. Project team contact information:

Project management lead:

Name: Adora Waters
Phone: 250-202-2189

Title: Peoples Warden
Email: awaters@stpeterandpaul.ca

Project team members:

Name: Doug Bowen
Email: dgbowen@shaw.ca

Title: Parishioner

Name: Gail Rodger
Email: admin@stpeterandpaul.ca

Title: Incumbent

Name:
Email:

Title:

12. Contractor contact information:

Company: Triton Heating and Cooling Ltd.

Phone: 250-812-1266

Contact: Huxley Fisher

Email: tritonheatcool@gmail.com

Company: Sirco Electrical Contracting Ltd.

Phone: 250-686-6116

Contact: Chad Sima

Email: info@sircoelectric.com

Company:

Phone:

Contact:

Email:

Company:

Phone:

Contact:

Email:

13. Are your contractors covered by Insurance and WorkSafe BC?

☐ I have contacted the diocesan insurance administrator to confirm whether this project requires additional insurance.

☒ I will provide proof of the contractor's CGL policy coverage.

☒ I will provide a copy of a WorkSafe BC clearance letter showing that the contractor's registration is in good standing.

14. Does the project require a Hazardous Materials report (ex. asbestos, lead, other heavy or toxic metals and materials) to be completed?

☒ No

☐ Yes, we will submit a report

15. Has this project been discussed at parish council?

☐ No

☒ Yes, please specify meeting date: November 14 2024

16. Warden's approval:

Signature: Adora Waters

Name: Adora Waters

Title: Peoples Warden

Date: Nov 18 2024



Triton Heating and Cooling LTD.

4524 Cheeseman Road | Victoria, British Columbia V8Z 5M9
250-812-1266 | tritonheatcool@gmail.com | Tritonheatcool.com

RECIPIENT:

Douglas Bowen

1379 Esquimalt Road
Victoria, British Columbia V9A 3R4

Quote #1310

Sent on Oct 30, 2024

Total \$25,116.00

Product/Service	Description	Qty.	Unit Price	Total
Multi-Zone heat Pump	<p>Scope of Work:</p> <ul style="list-style-type: none">-Supply and install a 4-ton Fujitsu multi-zone outdoor unit (Model: AOU45RLXFZ).-Supply and install four 12k BTU high wall units for the nave (Model: AGU12RLF). <p>Includes:</p> <ul style="list-style-type: none">-Mounting the slim duct unit in the attic.-Mounting the low wall units (two per side).-Levelling and securing the outdoor unit on back side of church.-Wiring connections between the outdoor and indoor units.-Installing line sets from the outdoor to indoor units. Far lines to be routed through basement ceiling or nave attic.-Covering exposed line sets with Fortress line set covers.-Routing of condensate to drain or outdoors.-Conducting a walkthrough of the equipment with management.	1	\$23,920.00	\$23,920.00

A deposit of \$7,534.80 will be required to begin.

Quote Exclusions:

- The quote does not include the electrical connection from the panel to the outdoor disconnect. We recommend scheduling a site visit with Sirco Electrical to estimate the electrical run.
- The quote does not include any asbestos abatement if required.

Heat Loss Calculation:

- Before starting work, we recommend having a heat loss calculation performed by Shoreline Building Performance to accurately determine the required heat pump size to adequately heat and cool the space.

This quote is valid for the next 30 days, after which values may be subject to change.

Subtotal	\$23,920.00
GST (5.0%)	\$1,196.00
Total	\$25,116.00



Triton Heating and Cooling LTD.

4524 Cheeseman Road | Victoria, British Columbia V8Z 5M9
250-812-1266 | tritonheatcool@gmail.com | Tritonheatcool.com

RECIPIENT:

Douglas Bowen
1379 Esquimalt Road
Victoria, British Columbia V9A 3R4

Quote #1311

Sent on	Oct 30, 2024
Total	\$7,612.50

Product/Service	Description	Qty.	Unit Price	Total
Fujitsu 24k Single zone mini split	-Supply and install Fujitsu indoor unit in basement area ASUH24LPAS -Supply and install Outdoor unit AOUH24LPAS1 Includes: -Mounting indoor unit in main basement area -Mounting outdoor unit on anti-vibration pad near back wall -Line set from outdoor to indoor unit -Control wiring from outdoor to indoor unit -Condensate routing to outside -Fortress to cover exposed line set -Commissioning system -Walkthrough of equipment functions with management	1	\$7,250.00	\$7,250.00

A deposit of \$2,283.75 will be required to begin.

Quote Exclusions:
-The quote does not include the electrical connection from the panel to the outdoor disconnect. We recommend scheduling a site visit with Sirco Electrical to estimate the electrical run.
-The quote does not include any asbestos abatement if required.

Heat Loss Calculation:
-Before starting work, we recommend having a heat loss calculation performed by Shoreline Building Performance to accurately determine the required heat pump size to adequately heat and cool the space.

This quote is valid for the next 30 days, after which values may be subject to change.

Subtotal	\$7,250.00
GST (5.0%)	\$362.50
Total	\$7,612.50

Sirco Electrical Contracting Ltd.
4190 Interurban Rd
Victoria BC V8Z 4X1
2505143116
info@sircoelectric.com
www.sircoelectric.com
GST/HST Registration No.:
811103845RT0001



Quote

ADDRESS

Huxley Fisher
Triton Heating and Cooling
4524 Cheeseman Rd
Saanich BC V8Z 5M8

QUOTE # 1846

DATE 11/05/2024

EXPIRATION DATE 12/04/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Permit Fee	Re: 1379 Esquimalt Rd	1	310.00	310.00
	Electrical Work	Supply and install wiring for 20 amp Heat pump including; Disconnect, whip, surge protector, wire and breaker.	1	2,215.00	2,215.00
		Supply and install wiring for 30 amp Heat pump including; Disconnect, whip, surge protector, wire and breaker.			
		-As Discussed with Douglas, wires to be surface mounted inside basement.			
		-Hammer drill out above panel.			
		Office notes: SDS Hammer drill required Quad 15/30 Quad 15/40			

SUBTOTAL	2,525.00
GST @ 5%	126.25
TOTAL	\$2,651.25

Accepted By

Accepted Date

**Assessment Department****Mailing Address**

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

St Peter and St. Paul's Anglican Church
1379 Esquimalt Road
VICTORIA, BC V9A 3R4

November 14, 2024

Person/Business : TRITON HEATING AND COOLING LTD.
Account number : 200827135

This letter provides clearance information for the purposes of Section 258 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **January 01, 2025**.

This firm has had continuous coverage with us since December 16, 2021.

Employer Service Centre
Assessment Department

Clearance Reference # : C135269056
CLRAAA

For more information about Section 258 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.



Assessment Department
Mailing Address
PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location
6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section
Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Sirco Electrical Contracting Ltd
4190 interurban rd
VICTORIA, BC V8Z 4X1

November 14, 2024

Person/Business : SIRCO ELECTRICAL CONTRACTING LTD.
Account number : 986930

This letter provides clearance information for the purposes of Section 258 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **January 01, 2025**.

This firm has had continuous coverage with us since October 01, 2016.

Employer Service Centre
Assessment Department

Clearance Reference # : C135269619
CLRAAA

For more information about Section 258 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

Certificate of Insurance

This is to confirm to: To Whom it may concern

4524 Cheeseman Rd
Victoria, British Columbia, V8Z 5M8

The insurance afforded under the policies listed below are subject to the terms, conditions and exclusion of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

That policies of insurance as herein described have been issued to the Insured named below and are in force at this date.

The limits shown below may have been reduced by paid claims and are in Canadian dollars.

Policy Information	Policy Number 4001606015		Effective Date: April 20, 2024 Expiry Date: April 20, 2025		
	Primary Insured Name				
	TRITON HEATING AND COOLING LTD				
	Address				
	4524 CHEESEMAN RD				
	City	Province	Postal Code		
	VICTORIA	BC	V8Z 5M8		
Policy Operations	Operations to which this certificate applies:				
	Description				
	Heating/ air conditioning - oil or gas installation - Contractors				
	Air conditioning equipment installation - incl. heat pumps - Contractors				
Location 1 Information	Location to which this certificate applies:				
	Address				
	4524 Cheeseman Road				
	City	Province	Postal Code		
	VICTORIA	BC	V8Z 5M8		
Liability Information	Liability Coverages to which this certificate applies:				
	Commercial General Liability Policy - Occurrence Basis		Co-insurance	Deductible	Limit
	Bodily Injury And Property Damage Liability				
	Each Occurrence Limit				\$5,000,000
	Products-Completed Operations Aggregate Limit				\$5,000,000
	Each Occurrence Deductible - Property Damage			\$1,000	
	Personal And Advertising Injury Liability				\$5,000,000
	Tenants' Legal Liability Limit - Any One Premises				\$2,000,000
	Deductible - Each Occurrence			\$1,000	
	Medical Expense Limit (Any one person)				\$25,000
CGL Included Coverages	Liability Coverages to which this certificate applies:				
	Commercial General Liability Policy - Occurrence Basis includes the following:				
	Bodily Injury and Property Damage including:				
	<ul style="list-style-type: none">• Broad Form Products and Completed Operations• Broad Form Property Damage• Blanket Contractual Liability• Contingent Employers Liability• Additional Insured as required by contract• Other Insurance Clause - Primary and Non-contributory if agreed by a written contract for the additional insured.• Owners and Contractors Protective• Severability of Interests, Cross Liability				
Non-Owned Automobile Liability	Liability Coverages to which this certificate applies:				
	Non-Owned Automobile Liability		Co-insurance	Deductible	Limit
	Legal Liability For Damage To Hired Vehicle Endorsement			\$1,000	\$100,000
	Non-Owned Automobile Liability				\$2,000,000
	Contractual Liability Endorsement				
	Excluding Long Term Leased Vehicle Endorsement				
Endorsements	Liability Endorsements to which this certificate applies:				
	Endorsements		Co-insurance	Deductible	Limit
	Limited Pollution Liability Endorsement			\$2,500	\$1,000,000

Representative
of the Insurer

Date: September 13, 2024
Authorized Representative of the Insurer: CO-OPERATORS AO28164
Agency Office: CO-OPERATORS AO28164

130 MACDONELL STREET
GUELPH ON N1H 6P8
PHONE (519) 824-4400
FAX (519) 826-0925
www.cooperators.ca

CERTIFICATE OF LIABILITY INSURANCE

This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS 	2. INSURED'S FULL NAME AND MAILING ADDRESS SIRCO ELECTRIAL LTD 4190 INTERURBAN ROAD VICTORIA, BC V8Z 4X1
---	---

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES <small>(but only with respect to the operations of the Named Insured)</small> ELECTRICIAL CONTRACTOR Electrical wiring including fixtures and appliances Cable wiring - installation/service
--

4. COVERAGES This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. <div style="text-align: right; font-weight: bold; font-size: small;">LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</div>
--

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY <small>(Canadian dollars unless indicated otherwise)</small>		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made OR <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Products and/or completed operations <input type="checkbox"/> Employer's Liability <input type="checkbox"/> Cross Liability <input type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> Tenants Legal Liability <input type="checkbox"/> Pollution Liability Extension <input checked="" type="checkbox"/> Employee Benefits Liab <input checked="" type="checkbox"/> Contractor Voluntary Pay <input type="checkbox"/> Non-Owned Automobiles <input type="checkbox"/> Hired Automobiles	Wawanesa Mutual Insurance Co. 35958130	2024/ 3 / 15	2025/ 3 / 15	Commercial General Liability		
				Bodily Injury and Property Damage Liability - - General Aggregate		5,000,000
				- Each Occurrence	1,000	5,000,000
				Products and Completed Operations Aggregate		5,000,000
				<input type="checkbox"/> Personal Injury Liability		5,000,000
				<input checked="" type="checkbox"/> Personal and Advertising Injury Liability		
				Medical Payments		10,000
				Tenants Legal Liability		500,000
				Pollution Liability Extension		
				Employee Benefits Liab	1,000	1,000,000
				Contractor Voluntary Pay	1,000	
				Non-Owned Automobile		
				Hired Automobiles		
AUTOMOBILE LIABILITY <input type="checkbox"/> Described Automobiles <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Leased Automobiles ** <small>** All Automobiles leased in excess of 30 days where the insured is required to provide insurance</small>				Bodily Injury and Property Damage Combined		
				Bodily Injury (Per Person)		
				Bodily Injury (Per Accident)		
				Property Damage		
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/>				Each Occurrence		
				Aggregate		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
--

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS Thunderbird Insurance Brokers Ltd. 1032 Yates Street Victoria, BC V8V 3M7 BROKER CLIENT ID: SIRC01	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS <small>(Commercial general Liability - but only with respect to the operations of the Named Insured)</small> BRITISH COLUMBIA
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8. CERTIFICATE AUTHORIZATION Issuer Thunderbird Insurance Brokers Ltd.				Contact Number(s)			
Authorized Representative Rhonda Burns		Type No		Type No		No No	
Signature of Authorized Representative X		Type Phone No (250) 385-9795		Type Fax No (250) 385-9780			
		Date 2024 11 14		EMail Address lcraggs@thunderbirdinsurance.com			



Dear Anglican Synod of the Diocese of British Columbia,

November 17, 2024

Re: Assurance of Payment for heat pumps installation at Esquimalt Memorial Hall

This is to assure the payment of \$ 42,700 to the Parish of St Peter and St Paul by Capital City Baptist Church for the purpose of installing heat pumps in the upstairs hall and the downstairs hall of the Esquimalt Memorial Hall at 1379 Esquimalt Road, Esquimalt, BC. This payment is a rental fee payment in the form of capital improvements of the heat pumps as per the Financial Details outlined in the Parish Facilities Use Agreement between the Anglican Synod of the Diocese of British Columbia, and the Parish of St Peter and St Paul, and the Capital City Baptist Church.

Sincerely,

Pastor Timothy Janzen



**Minutes
Operations Committee Meeting
Wednesday, December 11, 2025 at 1pm on Zoom**

<https://bc-anglican-ca.zoom.us/j/87487036264>

Present: Anna Greenwood-Lee, Isabel Weeks, Joel Hefty, Brendon Neilson, Steve Koning, Helen Love

Regrets: Jonathan Thomas, Ed Norman, Eric Partridge

1. St. Peter, Campbell River Floor Replacement

Moved by Isabel and seconded by Joel that we approve a \$5k loan to be advanced to St. Peters Campbell River after January 1, 2025 for their project. The loan will be zero interest if it is paid back before December 31, 2025. If it is not paid back by December 31, 2025 annual interest of 5% will begin from the day of the advance. Carried.

2. St. Anne & St. Edmund, Parksville

There was a discussion about St. Anne and St. Edmund, Parksville and their projected deficit and need for a grant. We will have further discussions with the parish and revisit this in the new year.

Operations Committee E-vote Record
Evote distributed on Dec 23, 2024 at 6:36pm
No deadline

Rationale:

With apologies for emailing at this time of year but can we please have an evite to ask our insurance broker to remove earthquake insurance for all the buildings at St Matthias and all the buildings at St Dunstons and also for Memorial Hall on the precinct. They have requested this and if we are able to make this decision before year end that would make it a clean calculation.

Motion:

I therefore suggest that we hold an e-vote on the request from the school, that we instruct our insurance broker to remove earthquake insurance coverage from: The Memorial Hall, All buildings at St. Matthias, All buildings at St. Dunstan's

Member	Yes	No	Mover, Seconder, Recused
Bishop Anna			
Ed Norman	x		
Helen Love	x		
Isabel Weeks	x		mover
Joel Hefty	x		seconder
Jonathan Thomas	x		

Motion Carried



THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA

Finance Committee Meeting

Minutes of January 15, 2025 Finance Committee - ZOOM meeting

EX OFFICIO

The Bishop, the Rt. Rev. Anna Greenwood-Lee
The Chancellor, Isabel Weeks
The Treasurer, Joel Hefty (chair)
The Lay Secretary, Susan Rand (scribe)

APPOINTED

The Rev. Marion Edmondson
The Rev. Kelly Duncan
Steve Koning R

NON-VOTING

Executive Officer, the Ven. Eric Partridge
Executive Director, Brendon Neilson

1. Call to order

The meeting was called to order by Joel and Anna opened the meeting with prayer.

2. Quorum and regrets for this meeting

Joel noted that he had received regrets from Steve and that quorum was achieved.

3. Review and acceptance of agenda

MOVED BY: Isabel

SECONDED BY: Anna

That the agenda for the meeting be accepted as updated.

THE MOTION WAS CARRIED

4. Review and approval of previous meeting minutes

MOVED BY: Anna

SECONDED BY: Susan

That the minutes of November 13, 2024 be adopted as circulated.

THE MOTION WAS CARRIED

The Supplemental Pensions memo of Jan 5, 2025 included 7 items that were approved by Finance Committee evote.

MOVED BY: Isabel

SECONDED BY: Anna

That the materials of the Supplemental Pensions committee be received.

THE MOTION WAS CARRIED

5. Finance manager / officer / director recruitment timeline

Details of the recruitment process and timeline will be presented to Diocesan Council next week.

6. Finance team disclosures to Finance Committee

MOVED BY: Marion

SECONDED BY: Kelly

That the Finance Team affiliations and disclosures report be received.

THE MOTION WAS CARRIED

7. Projects underway in the Finance Department

- Accumulated leave
 - Accrued vacation monitoring will be the responsibility of the parishes
 - Communications to impacted parishes will go out within a week
- Revising the Chart of Accounts
 - The updated COA will be used as of Jan 1, 2025
- Investigating a different payroll system – on hold for now
- Improve the record keeping ability for the CTF
 - Underway - waiting on Sage database to be installed on a remote server

8. Upcoming proposal to Diocesan Council (DC) for “averaging” salary for non-exempt staff

- The proposal for fixing some of the inconsistencies in practice and reporting will be presented to DC next week

9. Proposal to DC to reduce or eliminate apportionment on maintenance fund

MOVED BY: Isabel

SECONDED BY: Marion

That starting for fiscal year 2025, the diocesan reporting calculation be modified to allow deduction from apportionment for all funds deposited into a parish property maintenance fund, provided that the fund be separately accounted for by the parish, and provided that the fund deposits and expenditures be provided in support of the apportionment calculations. Further, that the fund be used for required repairs and capital improvements.

THE MOTION WAS CARRIED

10. Budget 2025 process sequence

- Reconcile December and finalize accruals
- Close 2024 fiscal records
- Map old to new chart of accounts
- Provide comparison of preliminary budget previously circulated for review
- Convene Finance Committee to review and approve

11. Government’s “intent” to allow longer donations tax receipt year

- <https://www.canada.ca/en/services/taxes/charities.html>
- If CRA provides the decision that donations made by Feb 28, 2025 can be reported on 2024 receipts

MOVED BY: Susan

SECONDED BY: Isabel

That parishes will be advised to provide receipts including donations received until Feb 28, 2025 along with 2024 receipts, but there is to be no changed to fiscal year end reporting, i.e., donations received in 2025 are to be reported as 2025 contributions.

THE MOTION WAS CARRIED

12. Asset Management Update

MOVED BY: Anna

SECONDED BY: Isabel

That the request from St. David's by the Sea to withdraw \$7600 from the CTF rectory fund is approved.

THE MOTION WAS CARRIED

13. Other business

MOVED BY: Anna

SECONDED BY: Isabel

To create an internally-restricted reconciliation fund to help the diocese live out its ongoing commitment to reconcile with indigenous people, that will be administered by Diocesan Council.

THE MOTION WAS CARRIED

14. Next Finance Committee Meeting

The next meeting will be at the call of the chair to review year end 2024 and budget 2025, otherwise March 12.

15. The meeting was closed with prayer by Kelly.



Date: 5 January 2025
From: Joel Hefty, Treasurer
To: Supplemental Pensions Committee
Subject: Supplemental Pensions Funds payments year-end 2024 and 2025

Attached for your **review and e-vote approval** please find:

1. Minutes from 2023 pensions board meeting.
2. Minutes from 2024 pensions board meeting.
3. Payments for Q4 2024 Garrod and Stoneham including proposed a Christmas bonus.
4. Proposed 2024 annual payments for lay supplemental pension recipients.
5. Proposed 2024 annual payments for Clergy Widows and Orphans fund recipients.
6. Bishop's proposal for distribution Edith Turner Fund 2024 earnings to St. Luke's Parish.
7. Proposal that 2025 payments be determined at a meeting after 2024 results are available.

Each payment request includes a box showing the 2024 CTF payout rate (4.25% of book value) and the 2025 CTF payout rate (\$0.66 per unit held). Neither estimate is perfect as dates and data are not well aligned, but each is a useful benchmark to guide payout amounts.

3. Garrod and Stoneham, the request is only for the "Christmas bonus" of \$400 per recipient (vs \$800 in 2023). Other payments will continue as authorized for 2024. Beneficiaries of both funds are treated the same. Garrod fund distributes less than it earns, and Stoneham fund distributes more than it earns.

4. Lay supplemental pensions annual payments are based on \$10 per year of service. New recipients must have 10-or-more years. The fund payouts are sustainable at the current rates and recipients.

5. Clergy widows' payout is proposed at \$750 (vs \$800 in 2023). Fund currently appears sustainable.

6. Edith Turner Fund 2024 CTF earnings of \$2556 are proposed for distribution to St. Luke's parish as it begins a senior's program.

7. Proposal for 2025: I propose waiting until the final 2024 results are available for each fund's holdings before setting distribution amounts for 2025. This will mean another **meeting in February or March to propose the 2025 distributions** for each fund with programmed payments to recipients near the end of each quarter, or annual payments in December.

Please reply with your e-vote for each of the seven items above. The finance team would appreciate receiving your vote **by noon of business Tuesday, January 7, 2025**, so that payments may be finalized that day. Please call if you have questions or concerns.



SUPPLEMENTAL PENSIONS COMMITTEE

Minutes of the December 10, 2024 meeting held by Zoom Video Conferencing at 10:30 am

Present: The Right Rev. Anna Greenwood-Lee, Bishop; Brendon Neilson, Executive Director; Isabel Weeks, Chancellor; Steve Koning, Diocesan Interim Finance Officer; Joel Hefty, Diocesan Treasurer; Susan Rand, Diocesan Lay Secretary

Regrets: The Ven. Eric Partridge

1. Opening Prayer and Welcome

Joel chaired the meeting and Bishop Anna opened with prayer.

2. Prior Meeting Minutes

MOVED BY: Isabel

SECONDED BY: Steve

That acceptance of the minutes of December 12, 2023 be deferred to an evote.

THE MOTION WAS CARRIED

3. Scope of Responsibility

Joel reviewed the following funds which are within the scope of the Supplemental Pensions Committee:

1. Dewdney-Schofield > Retired bishops and spouses
2. Garrod > Retired clergy N of Malahat – living clergy or their spouses, 4 x per year payments
3. Stoneham > Retired clergy S of Malahat – living clergy or their spouses, 4 x per year payments
4. Lay Retirement > Retired laity with 10+ years of service in diocese
5. Clergy Widows & Orphans > a list of recipients is maintained
6. Clergy Wellness (f/k/a Incapacitated Clergy) - allocated at the Bishop's discretion
7. Edith Turner > aged, indigent Anglicans in Victoria

MOVED BY: Anna

SECONDED BY: Isabel

That payments can be made using the same assumptions as last year for all funds except for Clergy Wellness and Edith Turner. The Clergy Wellness fund will be retained and used at the Bishop's discretion and the Bishop will present a proposal for the use of the Edith Turner funds.

THE MOTION WAS CARRIED

- The Bishop will review the lists and amend them as needed.
- Joel will provide a list of payments and request approval by evote.

MOVED BY: Steve

SECONDED BY: Anna

That no new names will be added to the Stoneham and Garrod supplementation pension fund lists.

THE MOTION WAS CARRIED

4. Adjournment

The meeting was adjourned at 10:58am.



Educational Trust Committee Meeting Minutes

January 14, 2025 • 11:00am • via Zoom

EX OFFICIO

The Chancellor, Isabel Weeks

The Treasurer, Joel Hefty

The Lay Secretary, Susan Rand (scribe, voice but no vote))

APPOINTED

The Rev. Canon Jenny Replogle (chair)

Walter Stewart

Darcy Garneau

The Rev. Mona Smart

The Rev. Allen Doerksen

NON-VOTING

The Bishop, the Rt. Rev. Anna Greenwood-Lee

1. Jenny called the meeting to order at 11:02 and Bishop Anna opened with prayer. Each member introduced themselves.
2. **Orientation of new members, future vision for the committee**
 - Bishop Anna stated that she would like the trusts to be used to support the needs of the church as a whole, and while there will be continued support for individuals pursuing education, there should be better use of funds to support and proactively fund programs. Isabel indicated that there is still work to be done to itemize the internal and external restrictions on each fund to ensure that the expenditures are in accordance with the external (i.e., wills) preferences of the giver.
3. **Financial report**
 - A complete financial report on the funds was not available for the committee due to resourcing challenges in the finance department.
 - Joel provided the following estimates of income for 2025: Mann - \$60,525; Flitcroft - \$4,611; Swallow - \$1,692
 - Jenny presented a proposed spending plan to be funded by ETC:

Wardens and Treasurers Day	\$8,000
Clergy Conference	\$20,000
We Together	\$10,000

Invite Welcome Connect	\$3,000
Offset Juli Mallett salary	\$24,908
Congregational Development School	\$20,000
Total	\$85,908

- MOVED (Walter) / SECONDED (Darcy)
that the Committee accepts in principle the spending plan outlined, that individual grants be paid from current year earnings, that funds required to satisfy the spending plan be spent from current year earnings first, then spent from prior year surplus if needed, and specifically that the portion of spending that supplements the participation of other dioceses for the Congregational Development School (CDS) be paid from prior year surpluses if current year earnings are not sufficient.

THE MOTION WAS CARRIED

4. Applications Lay Training Funds (Stanley Flitcroft Bursary Fund, Ellenor Swallow Trust, Diocesan Education Fund)

- MOVED (Walter) / SECONDED (Mona)
that \$279.31 be allocated to Jessica Ziakin-Cook from the Lay Training Fund.

THE MOTION WAS CARRIED

5. Applications CHG Mann Fellowship

- Bishop Anna presented a request from Rob James of VST to support his annual retreat for students.
- MOVED (Mona) / SECONDED (Walter)
that \$3,000.00 be allocated to VST to support the retreat, from the CHG Mann Fellowship Fund.

THE MOTION WAS CARRIED

6. New Business

- Jenny will provide dates for the 2025 meetings.

7. Adjournment

- The meeting was adjourned at 12:15pm.



Anglican Church of the Advent
510 Mt View Ave
Victoria V9B 2B1
250-474-3031
www.colwoodanglican.ca
admin@colwoodanglican.ca

January 13 2025

Request for partial funding for Spanish Language service 2025

Dear Bishop Anna,

This time last year, the Church of the Advent, Colwood had a vision for ministry to the growing Spanish-speaking community on the West Shore of Victoria – a community that largely comprises refugees from countries such as Columbia and El Salvador.

With the financial support of the Diocese of British Columbia, the Church of the Advent was able to launch a monthly Saturday evening Spanish-language Anglican service, beginning at the end of February 2024. We partnered with Father Dimas Canjura, who has a passion for this ministry. At that point, the Church of the Advent had just increased its Administrator and Custodian salaries substantially, and its budget had been significantly impacted. The Diocese covered the cost of the honorarium for Fr. Dimas for 2025, while the Church of the Advent covered all other costs. We are very thankful for that support. This is the only Anglican, and possibly protestant, Spanish-language service on the West Shore. While Fr. Dimas also served a community in downtown Victoria, that congregation has transferred to the Church of the Advent and now attends our service.

The Spanish-language service has been a great success. The size of the congregation has grown dramatically, from ten people in February to between 35 and 45 people by the end of the year. This includes families with small children. We had to move from the chapel into the main worship space in order to accommodate these numbers. Each service ends with a joyful and enthusiastic potluck fellowship in the parish hall, which is a powerful way to build community. Members of the other services at the Church of the Advent also attend, to ensure integration between services.

A year on, after a successful stewardship appeal, The Church of the Advent is now in a position to contribute towards the cost of the services. A stewardship campaign with the Spanish congregation itself is planned for February, to increase their giving, if possible, as it is low. This may well be because of financial constraints. We will explore this sensitively.

Funding Request

The vision for 2025 is to increase the giving by the congregation at the Spanish service, so that we can move to having two Spanish services a month. It would be very helpful if the Diocese could provide funding towards Fr. Dimas' honorarium while we navigate this transition.

Our request is for partial support of \$200 monthly for 2025, with the goal of becoming entirely self-sufficient by the end of the year. Again, our heartfelt thanks to the Diocese for making this important ministry possible.

Sr. Ingrid Andersen

The Anglican Parish of Parksville, British Columbia
Saint Anne & Saint Edmund



January 9, 2025

Dear Bishop Anna,

Thank you for taking time to chat with us on Thursday, Jan. 9. We appreciate your encouragement! You asked for further explanation of our Financial Information regarding how it influences our Apportionment Assessment.

As I had briefly explained in my letter last year, one issue is the 125th Anniversary Fundraising Campaign, which is still carrying forward into the 2023 Financial Report. Thankfully this is the last year that Campaign is "on the books"!

Most of the 125th Anniversary Campaign income was posted on the Balance Sheet and did not appear on the Income Statement until it was transferred there later on in chunks over 2 or 3 years. So, a final transfer in 2023 of \$45,012 from the Anniversary Campaign was made to the Income Statement. That was nothing more than a paper transaction.

To calculate a fair request:

Gross Revenue	\$195,435
Non-Cash Transfer -	<u>45,012</u>
Revised Gross	150,423
Total Deductions -	<u>32,124</u>
Revised Assessment Base	118,299

Regular Assessment 16.5% \$19,519.

Reported Apportionment - 26,946

Difference - 7,427.

With these numbers in mind, we humbly request that the Diocese Grant to the Parish of St. Anne & St. Edmund the amount of \$8000. to deflect assessment of long-ago fundraising. A little extra would allow us to put a small amount of seed money into a separate account to start a Cemetery Account to get our accounting back on the right track.

We do our best to serve the Diocese in whatever ways we can. We are honoured to share our space and hospitality for the Diocesan Clergy Conference and the Mid-North Island Regional Meetings each year, which incurs a small amount of lost revenue from Rental and hospitality costs.

We thank you for your consideration of our situation.

Yours in Christ,

Joan K. Mercer
Rector, s Warden



January 23, 2025

Memo to: Diocesan Council

From: Isabel Weeks, Chancellor

Since the new canons and regulations came into force on January 1, 2025, several minor amendments have been noted. There are some typos which were not caught in the proofing process, and others are fine tuning. The canons committee requests the following edits:

Two edits of Canons, which we feel do not need to be approved by Synod as they are typos:

Canon 4.3 B the reference should be to R1.8 (not R1.2 and R4.1)

Canon 8.2A, in the third sentence replace “shell” with “shall”.

Turning to Regulations, we recommend the following:

Regulation R5.1.8 A, delete subparagraph 1 a. and replace with:

1. The Canons Committee

a. The membership of which shall be determined by diocesan council in consultation with the Chancellor, up to two of which members need not be members of diocesan council.

Regulation R7.5.1 G (3) amend the subparagraph by adding the word “percent” so that the subparagraph reads:

3. Not fewer than ten percent of the electors, present in person or by proxy.

Amend Regulation R7.6.2 by adding:

G. In the period between December 31 of any year and the approval of a new budget for the following year, wardens are empowered to continue to apply the budget from the previous year, with the necessary changes to accommodate raises in salaries of clergy and parish employees and service providers, as if that previous budget was a new budget for the new year.

Amend the title of Regulation R7.8.1 so that it reads: **“Parish Lay Employees and**



Service Providers”.

Amend Reg R7.8.1 E by adding the words “or service provider”, so it reads:

E. All contracts entered into between the parish and an employee or service provider shall first be approved by the Chancellor.

Delete Regulation R10.1 as that is covered entirely by Canon 10.2.

All of which is respectfully submitted.

Respectful Conduct Policy

I GENERAL PROVISIONS

1. The Diocese of British Columbia undertakes to ensure that all activities and work in which it is engaged uphold the values of love, truth and justice proclaimed in the Gospel of Jesus Christ.
2. The Diocese welcomes diversity and strives to provide an environment in which each individual is treated fairly and with dignity and respect.
3. Each employee and volunteer has the right to work in an atmosphere which promotes equal opportunity, prohibits discriminatory practices and is free from bullying, harassment, discrimination and sexual misconduct.
4. Violations of this policy (including bullying and harassment, discrimination and sexual misconduct) will not be tolerated and all reasonable complaints will be investigated.
5. In all responses, the Diocese will recognize the vulnerability of those involved and will act with empathy, trustworthiness and transparency.
6. Pastoral care is available to any complainants, respondents, their families, or others affected within the diocesan community.
7. It is not the intention of this policy to prohibit normal social interaction, nor to prevent the Diocese from exercising, in good faith, its normal managerial/supervisory rights and responsibilities.
8. This policy applies to every bishop, priest, deacon, or lay person under the jurisdiction of the Bishop of the Diocese of British Columbia. The Canons of the Diocese of British Columbia, the Ecclesiastical Province of British Columbia and Yukon, and of the General Synod of the Anglican Church of Canada which have been, or shall be from time to time, passed, as these bear on Oaths, Licensing, Discipline, and the Exercise of Ministry, along with Appendix G and Appendix Z of the Canons of the Diocese of British Columbia, and the Bishop's Letter of Appointment and License govern the discharge of this policy.
9. All clergy, employees and volunteers are required to be familiar with this policy, and to agree in writing to adhere to it. Other organizations functioning in the name of the Church or on its property are required to adhere to this policy or an equivalent one.
10. When new clergy are appointed or diocesan and parish staff are hired, agreement to comply with all personnel policies of the church including this respectful conduct policy is required in writing as a condition of employment or appointment.
11. When volunteers for diocesan or parish boards or committees or other councils are chosen, agreement in writing to comply with this respectful conduct policy is required as a condition of volunteering.
12. The Bishop's office oversees the orientation and ongoing training of clergy and synod office employees and volunteers concerning the workplace issues of harassment, discrimination,

sexual misconduct and ethical behaviour. Churchwardens and incumbents of parishes and those in charge of other diocesan ministries are responsible for ensuring that lay employees and volunteers consent to adhere to this policy.

13. This policy statement will be reviewed every year. All employees and volunteers will be provided with a copy.
14. Any word or phrase not defined below has the same meaning as used in the Constitution, the Canons and Regulations.

II PROCEDURE

1. Reports of incidents or complaints of workplace bullying and harassment, or discrimination may be made orally or in writing. Allegations of sexual misconduct should generally be made in writing.
2. It is the responsibility of the Diocese to investigate all complaints and will do so in a fair and impartial manner, providing both the Complainant and Respondent fair and equal treatment in evaluating the allegations. Allegations of conduct contrary to this policy and involving persons who are not employees or volunteers of the Diocese will be addressed on a case-by-case basis.
3. Investigations will be trauma informed, aimed to create an environment of safety and respect.

III BULLYING AND HARASSMENT

1. Bullying and harassment

- a) includes any inappropriate conduct or comment by a person towards another that the person knew or reasonably ought to have known would cause the other to be humiliated or intimidated, but
- b) excludes any reasonable action taken by an employer or supervisor relating to the management and direction of employees or volunteers, or the place of employment.

Examples of conduct or comments that might constitute bullying and harassment include verbal aggression or insults, calling someone derogatory names, or harmful hazing, initiation practices, vandalizing personal belongings, and spreading malicious rumors.

Bullying and harassing behavior does not include expressing differences in opinion; offering constructive feedback, guidance or advice about work-related behavior; and reasonable action taken relating to the management and direction of employees or volunteers (e.g., managing performance, taking reasonable disciplinary actions, assigning work).

2. Employees and volunteers must:

- not engage in the bullying and harassment of others
- report if bullying and harassment is observed or experienced

3. Application

This policy statement applies to all employees, including permanent, temporary, casual, contract, student workers, and to volunteers. It applies to interpersonal and electronic communications, such as email.

Individuals found guilty of bullying or harassment will be disciplined. Discipline may include suspension or dismissal and barring from attendance at any property in the diocese for a defined term or indefinitely.

4. Reporting and Investigation Procedures

The investigation process and reporting procedures are described in the link provided. Additional resources can be found at www.worksafebc.com/bullying/.

IV DISCRIMINATION

1. Discrimination includes differences in treatment of individuals on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender expression, gender identity, indigenous identity or criminal conviction that is unrelated to the employment of the individual.
2. The Diocese is committed to maintaining a fair and just work environment with employment equity. The Diocese strives to eliminate discrimination in all levels of employment.
3. Individuals will be entitled to be considered for employment, hired, trained, and promoted in a way that is free of discrimination that is unrelated to employment, including any systemic or deliberate practices and policies that may discriminate.

V SEXUAL MISCONDUCT

Definitions

Complaints Intake Officer

The Complaints Intake Officer is appointed by the Bishop and coordinates investigations of complaints received under this sexual misconduct policy.

Complainant and Respondent

“Complainant” and “Respondent” are terms which describe the person bringing the complaint and the person who is accused of sexual misconduct.

Consent

Consent means giving permission for something to happen. Consent must be voluntary. Consent has not been given if an individual agrees to any sexual activity under threat, or if consent is obtained by fraud or through the influence of a person in authority over that person. Children cannot give consent. Consent for sexual activity is not possible in a pastoral or fiduciary relationship.

Pastoral Relationship

A pastoral relationship is a fiduciary relationship carried out in the name of or on behalf of the Diocese, Parish Church, or place of ministry, as the case may be, between a member of the Clergy, Lay Employee or Volunteer and any person to whom such Clergy, Lay Employee or Volunteer provides pastoral counselling, pastoral care, instruction in sacred music, spiritual direction, spiritual guidance or from whom the Clergy, Lay Employee or Volunteer has received confession, or confidential or privileged information. In assuming responsibility for such a relationship, the Clergy, Lay Employee or Volunteer acknowledges responsibility for the well-being of the other person, intends to respect that individual's personal integrity and determines not to abuse the power inherent in the relationship. Any sexual activity or conduct in which a person in a pastoral relationship with another takes advantage of the vulnerability of the person under their pastoral care or other guidance or leadership, regardless of who appears to have initiated it, shall be deemed to be sexual misconduct.

Safe Church

The Safe Church program is administered by the synod office staff in collaboration with parish safe church liaisons. Safe Church training is proactive in prevention by offering resources and education that covers relevant subject matter, including but not limited to sexual misconduct and/or harassment, bullying, abuse, and social media safety. The Safe Church program also includes a screening process which requires specific persons to obtain a Police Information Check with a Vulnerable Persons Sector check and provide it to the synod office.

Sexual Assault

Sexual assault is any intentional use of force or threat of use of force and involving some form of sexual activity against another person without his/her consent. Sexual assault may be criminal in nature

Sexual Exploitation

Sexual exploitation is any form of sexual contact or invitation to sexual contact, with any person by a professional person, cleric or anyone in a position of authority, trust or power over that person whether or not there is consent from the individual (please see Consent). It may be a criminal offence. Sexual exploitation refers to the act of taking advantage of the vulnerability of a person, with whom there is a fiduciary and/or pastoral relationship (please see Pastoral Relationship), for one's own pleasure/gain.

Sexual Harassment

Sexual harassment includes engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome. Sexual harassment is behaviour that has the effect of undermining, coercing, intimidating, humiliating or demeaning an individual on the basis of gender. It may have the effect of creating a place of ministry or workplace which is hostile or offensive. Such behaviour may consist of a single incident or several incidents over a period of time. The harasser could be of the same or different gender as the person harassed and may be a supervisor, co-worker/minister, client, parishioner, volunteer or an external person providing service. Sexual harassment can occur in or outside the office or church building but is not limited to a work-related activity.

Examples:

- threats or verbal abuse
- unwelcome sexual remarks, jokes, innuendo or taunting about a person's body or sexual orientation
- distribution by mail, fax or other electronic means of material of a sexual nature which potentially could be offensive
- displaying sexist, pornographic or derogatory pictures
- unwelcome invitations or requests or sexually suggestive remarks
- leering or other sexual gestures
- unnecessary physical contact, such as patting or pinching

Sexual Misconduct

Sexual misconduct for the purposes of this Policy is sexual exploitation, sexual harassment, or sexual assault.

Principles

1. All employees, volunteers, parishioners and others participating in parish or diocesan activities or events have the right to an environment that is free of sexual misconduct.
2. Clergy and those responsible for liturgical, pastoral, educational or recreational activities in the Diocese of British Columbia are expected to maintain ethical standards of mutual respect, responsibility and caring, as well as modelling wholeness and healthy sexuality in all their relationships with those for whom they have responsibility.
3. Professional counsellor/client relationships must be respected and maintained by all clergy and other professionals in the service of the diocese or parish in every pastoral or counselling situation. Exploitation of this trust through sexual activity, touching for sexual purposes, or the suggestion or depiction of any such activity, will not be tolerated.
4. An accused person is presumed innocent until proven guilty. The fact that either formal or informal procedures have been initiated does not create an inference of guilt.

5. As a first principle, every effort will be made on the part of all parties concerned to hold in confidence information obtained in the process of a complaint made under this policy.
6. Preserving the safety and well-being of a complainant, or others who might be affected, is a priority.
7. Whenever possible, the Diocese is committed to a trauma-informed approach to all complaints. In all responses, the Diocese will recognize the vulnerability of those involved and will act with empathy, trustworthiness and transparency.
8. Anonymous complaints will generally not be investigated or acted upon. The Bishop, however, may initiate an investigation under the procedures of this policy into any situation where there is reasonable suspicion of sexual misconduct, whether or not a complaint has been made.

Prevention

1. This sexual misconduct policy is intended
 - a. to help prevent sexual misconduct from occurring;
 - b. to provide workable and fair procedures for responding to complaints of sexual misconduct; and
 - c. to provide a basis and framework for ongoing training and education on issues of sexual misconduct and the implementation of the policy.
2. The Diocese of British Columbia actively strives to prevent sexual misconduct and deal with every accusation promptly, seriously and systematically, in cooperation with the proper authorities, where appropriate. We co-operate with investigations being undertaken under the Criminal Code, B.C. Human Rights Code, or the Child, Family and Community Service Act. Nothing will be done to interfere with any of these investigations.
3. Appropriate Safe Church training and screening must be completed by all clergy and all paid parish staff. Lay persons wishing to volunteer must complete Safe Church training and screening according to their volunteer role. These roles include but are not limited to: parish council members; wardens; choir director or organist and choral scholars; treasurer, envelope secretary and all others who handle money; children and youth workers, camp leaders and volunteers; honorary assistants; pastoral visitors; refugee volunteers; volunteers at parish events; volunteers in leadership roles; and social media assistants and tech support.

Procedure

1. ¹

¹ Any complaint against the Bishop should be addressed to the Metropolitan of the Ecclesiastical Province of British Columbia and Yukon.

Any person with a complaint, is encouraged to come forward or seek advice, without fear of retaliation or reprisals.

2. The Bishop may initiate an investigation under the relevant procedures of this policy where there is reasonable suspicion of sexual misconduct, whether or not a complaint has been made.
3. If a person wishes to make a formal complaint under this Sexual Misconduct Policy, they must notify the Complaints Intake Officer in writing.¹
4. All complaints under this policy are dealt with confidentially,. However, confidentiality may be limited as necessary for the administration of this policy, or as required by law, or where anyone is at risk, or if confidentiality is waived by the parties.
5. This policy is not intended to preclude a complainant from seeking legal counsel or seeking a criminal or civil remedy.
6. No person or persons shall knowingly make a false or vexatious complaint.
7. Generally, the Complaints Intake Officer appoints an independent investigator who submits a report to the Bishop. The Bishop reviews the investigative report and makes the final decision. An appeal of the Bishop's decision may be initiated to the diocesan court within thirty days.¹
8. Individuals found guilty of sexual misconduct will be disciplined. Discipline may include suspension or dismissal and barring from attendance at any property in the diocese for a defined term or indefinitely.
9. The nature and type of discipline are determined by the Bishop.
10. Sexual misconduct may be criminal in nature and will be dealt with seriously.
11. Where a person suspects on reasonable grounds that a child is or may be in need of protection, this suspicion must be reported to child protection authorities.
12. Where the complaint involves abuse that allegedly occurred when the adult complainant was a child, no report will be made pursuant to paragraph 12 above without the consent of the complainant unless either there is suspicion that other children are currently being abused or the person receiving the report has grave concerns for the safety of other persons.

Respectful Conduct Policy

I GENERAL PROVISIONS

1. The Diocese of British Columbia undertakes to ensure that all activities and work in which it is engaged uphold the values of love, truth and justice proclaimed in the Gospel of Jesus Christ.
2. The Diocese welcomes diversity and strives to provide an environment in which each individual is treated fairly and with dignity and respect.
3. Each employee and volunteer has the right to work in an atmosphere which promotes equal opportunity, prohibits discriminatory practices and is free from bullying, harassment, discrimination and sexual misconduct.
4. Violations of this policy (including bullying and harassment, discrimination and sexual misconduct) will not be tolerated and all reasonable complaints will be investigated.
5. In all responses, the Diocese will recognize the vulnerability of those involved and will act with empathy, trustworthiness and transparency.
6. Pastoral care is available to any complainants, respondents, their families, or others affected within the diocesan community.
7. It is not the intention of this policy to prohibit normal social interaction, nor to prevent the Diocese from exercising, in good faith, its normal managerial/supervisory rights and responsibilities.
8. This policy applies to every bishop, priest, deacon, or lay person under the jurisdiction of the Bishop of the Diocese of British Columbia. The Canons of the Diocese of British Columbia, the Ecclesiastical Province of British Columbia and Yukon, and of the General Synod of the Anglican Church of Canada which have been, or shall be from time to time, passed, as these bear on Oaths, Licensing, Discipline, and the Exercise of Ministry, along with Appendix G and Appendix Z of the Canons of the Diocese of British Columbia, and the Bishop's Letter of Appointment and License govern the discharge of this policy.
9. All clergy, employees and volunteers are required to be familiar with this policy, and to agree in writing to adhere to it. Other organizations functioning in the name of the Church or on its property are required to adhere to this policy or an equivalent one.
10. When new clergy are appointed or diocesan and parish staff are hired, agreement to comply with all personnel policies of the church including this respectful conduct policy is required in writing as a condition of employment or appointment.
11. When volunteers for diocesan or parish boards or committees or other councils are chosen, agreement in writing to comply with this respectful conduct policy is required as a condition of volunteering.
12. The Bishop's office oversees the orientation and ongoing training of clergy and synod office employees and volunteers concerning the workplace issues of harassment, discrimination,

Updated: ~~January 2025~~ November 2022

sexual misconduct and ethical behaviour. Churchwardens and incumbents of parishes and those in charge of other diocesan ministries are responsible for ensuring that lay employees and volunteers consent to adhere to this policy.

13. This policy statement will be reviewed every year. All employees and volunteers will be provided with a copy.
14. Any word or phrase not defined below has the same meaning as used in the Constitution, the Canons [and Regulations](#) and [Appendix G to the Canons](#).

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Examples:

- threats or verbal abuse
- unwelcome sexual remarks, jokes, innuendo or taunting about a person's body or sexual orientation
- distribution by mail, fax or other electronic means of material of a sexual nature which potentially could be offensive
- displaying sexist, pornographic or derogatory pictures
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Sexual Misconduct

Sexual misconduct for the purposes of this Policy is sexual exploitation, sexual harassment, or sexual assault.

Principles

1. All employees, volunteers, parishioners and others participating in parish or diocesan activities or events have the right to an environment that is free of sexual misconduct.
2. Clergy and those responsible for liturgical, pastoral, educational or recreational activities in the Diocese of British Columbia are expected to maintain ethical standards of mutual respect, responsibility and caring, as well as modelling wholeness and healthy sexuality in all their relationships with those for whom they have responsibility.
3. Professional counsellor/client relationships must be respected and maintained by all clergy and other professionals in the service of the diocese or parish in every pastoral or counselling situation. Exploitation of this trust through sexual activity, touching for sexual purposes, or the suggestion or depiction of any such activity, will not be tolerated.
4. An accused person is presumed innocent until proven guilty. The fact that either formal or informal procedures have been initiated does not create an inference of guilt.

5. As a first principle, every effort will be made on the part of all parties concerned to hold in confidence information obtained in the process of a complaint made under this policy.
6. Preserving the safety and well-being of a complainant, or others who might be affected, is a priority.
7. Whenever possible, the Diocese is committed to a trauma-informed approach to all complaints. In all responses, the Diocese will recognize the vulnerability of those involved and will act with empathy, trustworthiness and transparency.
8. Anonymous complaints will generally not be investigated or acted upon. The Bishop, however, may initiate an investigation under the procedures of this policy into any situation where there is reasonable suspicion of sexual misconduct, whether or not a complaint has been made.

Prevention

1. This sexual misconduct policy is intended
 - a. to help prevent sexual misconduct from occurring;
 - b. to provide workable and fair procedures for responding to complaints of sexual misconduct; and
 - c. to provide a basis and framework for ongoing training and education on issues of sexual misconduct and the implementation of the policy.
2. The Diocese of British Columbia actively strives to prevent sexual misconduct and deal with every accusation promptly, seriously and systematically, in cooperation with the proper authorities, where appropriate. We co-operate with investigations being undertaken under the Criminal Code, B.C. Human Rights Code, or the Child, Family and Community Service Act. Nothing will be done to interfere with any of these investigations.
3. Appropriate Safe Church training and screening must be completed by all clergy and all paid parish staff. Lay persons wishing to volunteer must complete Safe Church training and screening according to their volunteer role. These roles include but are not limited to: parish council members; wardens; choir director or organist and choral scholars; treasurer, envelope secretary and all others who handle money; children and youth workers, camp leaders and volunteers; honorary assistants; pastoral visitors; refugee volunteers; volunteers at parish events; volunteers in leadership roles; and social media assistants and tech support.

Procedure

1. This sexual misconduct policy is administered by the Canon Pastor.¹

¹ Any complaint against the Bishop should be addressed to the Metropolitan of the Ecclesiastical Province of British Columbia and Yukon.

~~2-~~ Any person with a complaint, is encouraged to come forward or seek advice, without fear of retaliation or reprisals.

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~~3-2.~~ The Bishop may initiate an investigation under the relevant procedures of this policy where there is reasonable suspicion of sexual misconduct, whether or not a complaint has been made.

~~4-3.~~ If a person wishes to make a formal complaint under this Sexual Misconduct Policy, they must notify the Complaints Intake Officer ~~Canon Pastor or diocesan executive officer~~ in writing.¹

~~5-4.~~ All complaints under this policy are dealt with confidentially, ~~within the stated guidelines~~. However, confidentiality may be limited as necessary for the administration of this policy, or as required by law, or where anyone is at risk, or if confidentiality is waived by the parties.

~~6-5.~~ This policy is not intended to preclude a complainant from seeking legal counsel or seeking a criminal or civil remedy.

~~7-6.~~ No person or persons shall knowingly make a false or vexatious complaint.

~~8-7.~~ ~~Details of the procedure for investigation of complaints of sexual misconduct are available on request to the Bishop's office.~~ Generally, the Complaints Intake Officer ~~Canon Pastor~~ appoints an independent investigator ~~or a team who~~ which submits a report to the Canon Pastor. ~~The Canon Pastor submits the report to the Bishop. The Bishop appoints an assessment panel, to review the investigative report and prepare recommendations for action. The Bishop makes the final decision. An appeal of the Bishop's decision may be initiated to the diocesan court within thirty days.~~

~~9-8.~~ Individuals found guilty of sexual misconduct will be disciplined. Discipline may include suspension or dismissal and barring from attendance at any property in the diocese for a defined term or indefinitely.

~~10-9.~~ The nature and type of discipline are determined by the Bishop, ~~on the advice of the Bishop's assessment panel.~~

~~11-10.~~ Sexual misconduct may be criminal in nature and will be dealt with seriously.

~~12-11.~~ Where a person suspects on reasonable grounds that a child is or may be in need of protection, this suspicion must be reported to child protection authorities.

~~13-12.~~ Where the complaint involves abuse that allegedly occurred when the adult complainant was a child, no report will be made pursuant to paragraph 12 above without the consent of the complainant unless either there is suspicion that other children are currently being abused or the person receiving the report has grave concerns for the safety of other persons.

Human Resources Policy Manual

Diocese of British Columbia



Updated: January 2025

DIOCESE OF BRITISH COLUMBIA
Human Resources Policy Manual

- I GENERAL PROVISIONS
- II CLERGY
- III LAY EMPLOYEES
- IV VOLUNTEERS
- V DEFINITIONS
- VI FORMS

I GENERAL PROVISIONS

1. The Diocese is a local expression of the Anglican Church of Canada ministering on Vancouver Island, across the Gulf Islands of the Salish Sea (Strait of Georgia), Broughton Archipelago and Kingcome Inlet.
2. This manual includes the current policies of the Diocese regarding the terms and conditions of employment of Clergy and Lay Employees. The Diocese is committed to compliance with all applicable laws and regulations of Canada and British Columbia. The Diocese is also committed to compliance with the Canons and Regulations of the General, Provincial and Diocesan Synods of the Anglican Church of Canada, concerning employment standards, compensation and related procedures.
3. The Diocese is committed to maintaining a fair and just work environment with employment equity. The Diocese strives to eliminate discriminatory employment barriers in all levels of employment.
4. Individuals will be entitled to be considered for employment, hired, trained and promoted in a way that is free of barriers, including any systemic or deliberate practices and policies that may discriminate.
5. All employees are expected to conduct themselves in a manner consistent with the values of the Anglican Church of Canada, including normally accepted principles of honest and ethical behavior. Conduct of Clergy is expected to be consistent with their ordination vows and oaths.
6. All employees are required to review the Respectful Conduct Policy of the Diocese.
7. All employees are required to review the Information Security Policy, the Privacy Policy and the Social Media Policy.
8. All employees must exercise all reasonable care to ensure files and other documents or information within their control are secure, in compliance with the Information Security Policy.
9. All employees must exercise the utmost discretion with regard to matters which are properly confidential. Any employee who violates confidentiality shall be subject to disciplinary action up to and including immediate dismissal.
10. This manual may be amended or updated from time to time. All employees of the Diocese are bound by the manual as amended or updated and on the date of the amendment or updating. The current edition of this manual is available on the Diocesan Website.
11. The Diocese provides a written offer of employment (the "Offer Letter") describing the specific terms of employment including position description, compensation and related details.
12. Every employee is given a copy of this policy manual at the time an offer of employment is made or at the time a contract is executed (as the case may be) and is required to [acknowledge receipt](#).
13. Statutory and other Paid Holidays: Employees are entitled to paid time off on Statutory Holidays as determined by the *Employment Standards Act* of British Columbia. Lay Employees (other than those holding management positions) who are required to work on Statutory Holidays are entitled to statutory holiday pay according to the provisions of the *Employment Standards Act* of British Columbia. In addition to statutory holidays, the Diocese provides paid time off on Paid Holidays. Clergy are expected to be available on some Statutory Holidays and Paid Holidays as required by their work.
14. Maternity leave: The Diocese is committed to supporting its employees in their work and family life and recognizes the unique situation brought about by pregnancy. Pregnant employees will be granted maternity leave pursuant to the *Employment Standards Act* of British Columbia. For Clergy, Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least three

months in advance of the date of the leave. For Lay Employees, Form L-1 is required to be completed and sent to the employee's Supervisor, at least three months in advance of the date of the leave.

15. Parental leave: The Anglican Diocese is committed to supporting its employees in their work and family life. The church recognizes the unique situation brought about by new parenthood and provides leave for new parents. Clergy will be granted parental leave pursuant to the *Employment Standards Act* of British Columbia. For Clergy, Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least three months in advance of the date of the leave. For Lay Employees, Form L-1 is required to be completed and sent to the employee's Supervisor, at least three months in advance of the date of the leave.
16. The diocese provides employees on maternity or parental leave who are in receipt of EI benefits, a Supplemental Unemployment Insurance Benefit Plan that augments employees' eligible income from Employment Insurance to a limit of 80% of normal gross pay for up to 24 weeks.

II CLERGY

1. RECRUITMENT

Clergy are recruited in a process established by the Bishop from time to time, and by the authority of the Bishop.

A probationary period of three months will apply to Clergy who are newly hired in the Diocese, as described in the Offer Letter.

2. HOURS OF WORK

The average working hours for full-time Clergy are forty (40) hours per week. Clergy may work more than an average work week from time to time due to the nature of the work being undertaken and are expected to work the hours required to complete their work. It is the responsibility of the Bishop, the Regional Archdeacons and the Churchwardens to provide guidance on Clergy workloads in order to avoid situations where the workload becomes unreasonable. Clergy are managers within the meaning of the *Employment Standards Act* of British Columbia and are therefore exempt from overtime requirements.

3. VACATION

- (a) The Diocese recognizes the benefit of vacation as it provides time to rest and reflect and promotes a healthy work-life balance. Accordingly, Clergy are expected to take their full vacation entitlement each year.
- (b) Clergy are entitled to paid vacation each year based on years of service as determined by the Bishop. Factors considered include date of ordination into Holy Orders in the Anglican Church of Canada and active service in licensed ministry.
- (c) The minimum vacation entitlement for Clergy is four weeks each year; effective 2023 increasing to five weeks after five years of service and increasing again to six weeks after ten years of service. Vacation may be taken at any time during the year, provided advance written notice has been given. The Diocese reserves the right to designate times of the year when vacations may or may not be taken.
- (d) Clergy proposing vacation should take into consideration the responsibilities of their position and must consult the Churchwardens in their Parish and the Archdeacon of their Region before confirming plans. Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least four weeks before the start of any proposed vacation.

(e)

- (f) If an employee becomes ill during a period of annual vacation, the vacation can be converted to sick leave on presentation of a validating doctor's certificate (if the employee has available sick time).

4. SICK LEAVE

Clergy are entitled to accumulate sick leave with pay at a rate of one week per quarter year of employment to a maximum accumulation of one month. A doctor's certificate may be required. In the event of an illness that continues for more than 30 days, an application for Short Term Disability benefits must be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office.

5. EDUCATIONAL LEAVE

- (a) All full-time clergy are licensed to ministry by the Bishop are entitled to one week of paid professional educational leave each year in addition to annual vacation. Continuing education leave is non-cumulative and does not include participation in mandatory diocesan educational events. Clergy proposing educational leave should take into consideration the responsibilities of their position and consult the Archdeacon of their Region before confirming plans. Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least four weeks before the start of any proposed educational leave.
- (b) By virtue of diocesan participation in the General Synod continuing education plan, all members of the clergy in employment in the diocese who are not in receipt of the General Synod Pension may apply for six weeks' study leave every five years (eight days per year). This leave is not cumulative and must be taken in a way that is mutually satisfactory to the Bishop, the salary paying source and the clergy member seeking leave. It is in addition to annual vacation and professional educational leave. Clergy proposing study leave should take into consideration the responsibilities of their position and consult the Archdeacon of their Region before confirming plans. Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least three months before the start of any proposed extended study leave. (c)
- (d) After six years of continuous employment at a single parish, a clergy member may propose an unpaid sabbatical leave for not more than six months. The terms of such a sabbatical leave must be for an educational purpose and must be approved by the parish and by the Bishop. A sabbatical leave shall not be taken in the same 12-month period as any educational or study leave.
- (e) Clergy employed part-time are entitled to proportional study and sabbatical leave in accordance with their contract of employment.

7. TRAVEL

Clergy's salary includes the cost of normal parish-related travel. The cost of operating a motor vehicle on parish business may be deducted for income tax purposes as described in the *Income Tax Act*. Clergy who are required to travel more than usual parish business as part of assigned responsibilities are entitled to reimbursement for use of a personal vehicle at the rate set by the Finance Committee of the Diocese and for all other expenses incurred during the course of travel, providing they are deemed reasonable.

8. SUPPORT AND REVIEW

The Bishop meets with Clergy to discuss the mission, goals and objectives of their Parish Church, and to discuss any challenges or difficulties encountered during the year. Archdeacons assist the Bishop in the oversight of the Diocese, including consultation, supervision, guidance and pastoral support to all Clergy in their respective Regions.

The Archdeacon in each Region holds periodic regional meetings, giving the Archdeacon and the Clergy in the Region an opportunity to provide support and exchange ideas.

9. RETIREMENT

Clergy may retire upon three months' written notice to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office.

III LAY EMPLOYEES

1. RECRUITMENT

Parish Churches recruit Lay Employees based on merit. Job descriptions and salaries are consistent with guidelines established by the Diocese.

2. PROBATION

At the end of three months probationary period, Lay Employees receive a written evaluation and notice of having:

- (a) satisfactorily completed the probationary period,
- (b) their employment terminated, or
- (c) been placed on a further three months probationary period.

3. HOURS OF WORK

Regular working hours are detailed in the offer of employment. Working hours may be adjusted or increased in the event of increases in workload or emergency. Notice of any adjustment in working hours will be provided as much as possible in the circumstances.

Regular hours of employment may be adjusted, or flexible work schedules established to better suit the work to be performed. Any changes to regular working hours will be set in consultation with the Lay Employee.

4. VACATION

- (a) The Diocese recognizes the benefit of vacation as it provides time to rest and reflect and promotes a healthy work-life balance. Accordingly, Lay Employees are encouraged to take their full vacation entitlement each year.
- (b) The Diocese provides Lay Employees with at least as much vacation pay and time off for vacation as they are entitled to in accordance with the *Employment Standards Act* of British Columbia.
- (c) Lay Employees arranging vacations should take into consideration the responsibilities of their position. Prior approval is required for the proposed scheduling of vacation. Form L-1 must be completed and provided to the employee's Supervisor, at least two weeks before the start of any proposed vacation.

5. SICK LEAVE

Regular full-time Lay Employees are entitled to sick leave with pay on the basis of one and one-half days per month of employment to a maximum of eighteen days per year. Unused sick days can accumulate to a maximum of ten days the first year and a maximum of thirty days after three years.

Part-time Lay Employees are entitled to sick leave prorated according to hours worked, or at least as much sick leave as they are entitled to in accordance with the *Employment Standards Act* of British Columbia.

In the event of an illness that continues for more than 30 days, an application for Short Term Disability benefits may be completed and sent to the payroll office.

A doctor's certificate may be required of an employee absent from work due to illness.

6. PROFESSIONAL DEVELOPMENT LEAVE

Lay Employees are entitled to up to one week of paid job-related professional development leave annually. Lay Employees requesting professional development leave must complete and provide Form L-1 to their Supervisor at least two weeks prior to the proposed leave, including a written description of the course of study/workshop/project intended to be undertaken. Proof of completion may be required.

7. TRAVEL

Lay Employees who are required to travel as part of their assigned responsibilities will be entitled to reimbursement for use of a personal vehicle at the rate set by the Finance Committee of the Diocese and for all other reasonable expenses incurred during the course of travel.

Travelling time shall be considered as working hours and shall be compensated on an hour for hour basis providing that the employee worked during the day in which the travel occurred or on the day previous.

IV VOLUNTEERS

- (a) Volunteers are entitled to the same respect and ethical treatment as paid employees.
- (b) Volunteers are expected to comply with all policies referred to in this manual. Volunteers are given a copy of this policy manual and are required to [acknowledge receipt](#).

V DEFINITIONS

Any word or phrase not defined below has the same meaning as used in the Constitution and the Canons.

Archdeacon	A priest appointed by the Bishop and assigned to one of the Regions in the Diocese
Bishop	The bishop elected by the Diocesan Synod of the Diocese of British Columbia
Canons	the Constitution, Canons and Regulations of the Diocese as amended and updated from time to time; the current version of which is on the Website
Clergy	as defined in the Constitution, including all persons ordained to religious service who hold the licence of the Bishop, including curates, deacons, priests, incumbents and archdeacons

Compensation includes Salary for Clergy and Lay Employees, and benefits as described in the offer of employment

Diocese	The Anglican Synod of the Diocese of British Columbia, also referred to as the Diocese of Islands and Inlets
Incumbent	a member of the Clergy who is responsible for a parish church
Information Security Policy	the Diocesan policy on information security; the current version of which is on the Website
Lay Employee	a person who is not ordained occupying a position established in the Diocese who is fulfilling the duties of the position and who has accepted a written offer of employment and is receiving Compensation for services rendered
Offer Letter	a letter describing the specific terms of employment including position description, compensation and related details
Paid Holidays	Easter Monday and Boxing Day
Parish Church	one of the churches in the Diocese
Priest	member of the Clergy appointed by the Bishop.
Privacy Policy	the Diocesan policy on privacy; the current version of which is on the Website
Region	currently one of four regions in the Diocese, namely: Cowichan Mid-Vancouver Island; Western, Peninsula & Gulf Islands; Greater Victoria; and, Mid-North Islands
Respectful Conduct Policy environment, encompassing	the Diocesan policy on creating and maintaining a safe and respectful work environment, encompassing the topics of sexual misconduct, discrimination, bullying and personal harassment; the current version of which is on the Website
Salary	money paid to an Employee for services rendered as outlined in the offer of employment
Social Media Policy	the Diocesan policy on social media; the current version of which is on the Website
Statutory Holiday	New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day
Stipend	Salary paid to Clergy
Supervisor	the person to whom a Lay Employee reports, as described in the Offer Letter
Volunteer	a person filling a position for which no Compensation is offered or received
Website	the Diocesan website found at www.bc.anglican.ca

VI FORMS
(continued on pages 9-11)

900 Vancouver Street
Victoria BC V8V 3V7
p 250.386.7781 **tf** 1.800.582.8627
w bc.anglican.ca

FORM C-1
CLERGY ABSENCE REQUEST

Name: _____

Parish: _____

Check:	Short absences:	Proposed start date and end date:
	Vacation	
	Continuing Education	
Check:	Long-term absences:	Proposed start date and end date:
	Maternity*	
	Parental*	
	Extended Medical Leave*	
	Extended Study*	

*The bishop's office will arrange and appoint appropriate parish coverage for long-term absences.

For short absences, please describe your parish coverage plan:

--

Clergy Signature: _____

Date: _____

Please submit to your Regional Archdeacon and the bishop's office for approval at least four (4) weeks before the proposed start date for short absences and at least three (3) months before the proposed start date for long-term absences. Upon approval, this form must be forwarded to the payroll department (payroll@bc.anglican.ca).

Approval by Regional Archdeacon

Archdeacon name: _____ Date: _____

Signature: _____

900 Vancouver Street
Victoria BC V8V 3V7
p 250.386.7781 **tf** 1.800.582.8627
w bc.anglican.ca

FORM L-1
LAY EMPLOYEE ABSENCE REQUEST

Name: _____

Parish: _____

Check:	Type of planned absence:	Proposed start date and end date:
	Vacation	
	Professional Development	
Check:	Long-term absences:	Proposed start date and end date:
	Extended Medical Leave*	
	Maternity*	
	Parental*	

*The incumbent and/or wardens will arrange appropriate parish coverage for long-term absences.

For short absences, please describe your parish coverage plan:

--

Employee Signature: _____ Date: _____

Please submit to your Supervisor for approval at least two (2) weeks before the proposed start date for short absences and at least three (3) months before the proposed start date of long-term absences. Upon approval, this form must be forwarded to the payroll department (payroll@bc.anglican.ca).

Approval by Supervisor

Supervisor name: _____ Date: _____

Signature: _____



900 Vancouver Street
Victoria BC V8V 3V7
p 250.386.7781 **tf** 1.800.582.8627
w bc.anglican.ca

FORM A-1
DIOCESAN POLICY ACKNOWLEDGMENTS

By initialing beside the policies listed below, I, _____
(PRINT CLEARLY) acknowledge that I have received and reviewed these policies in their entirety. I
understand the scope, intent and principles outlined in the policies and will, to the best of my ability,
adhere to them in all respects.

Initial:

_____	Human Resources Policy Manual
_____	Respectful Conduct Policy
_____	Information Security Policy
_____	Privacy Policy
_____	Social Media Policy

Signature

Witness

Signed on (month/day/year): _____

Human Resources Policy Manual

Diocese of British Columbia



Updated: ~~January 2025~~ ~~June 2022~~

**DIOCESE OF BRITISH COLUMBIA
Human Resources Policy Manual**

- I GENERAL PROVISIONS
- II CLERGY
- III LAY EMPLOYEES
- IV VOLUNTEERS
- V DEFINITIONS
- VI FORMS

I GENERAL PROVISIONS

1. The Diocese is a local expression of the Anglican Church of Canada ministering on Vancouver Island, across the Gulf Islands of the Salish Sea (Strait of Georgia), Broughton Archipelago and Kingcome Inlet.
2. This manual includes the current policies of the Diocese regarding the terms and conditions of employment of Clergy and Lay Employees. The Diocese is committed to compliance with all applicable laws and regulations of Canada and British Columbia. The Diocese is also committed to compliance with the Canons and Regulations of the General, Provincial and Diocesan Synods of the Anglican Church of Canada, concerning employment standards, compensation and related procedures.
3. The Diocese is committed to maintaining a fair and just work environment with employment equity. The Diocese strives to eliminate discriminatory employment barriers in all levels of employment.
4. Individuals will be entitled to be considered for employment, hired, trained and promoted in a way that is free of barriers, including any systemic or deliberate practices and policies that may discriminate.
5. All employees are expected to conduct themselves in a manner consistent with the values of the Anglican Church of Canada, including normally accepted principles of honest and ethical behavior. Conduct of Clergy is expected to be consistent with their ordination vows and oaths.
- ~~6. All employees are required to review the Respectful Conduct Policy of the Diocese, which appears in Appendix E of the Canons.~~
6. All employees are required to review the Information Security Policy, the Privacy Policy and the Social Media Policy.
8. All employees must exercise all reasonable care to ensure files and other documents or information within their control are secure, in compliance with the Information Security Policy.
9. All employees must exercise the utmost discretion with regard to matters which are properly confidential. Any employee who violates confidentiality shall be subject to disciplinary action up to and including immediate dismissal.
10. This manual may be amended or updated from time to time. All employees of the Diocese are bound by the manual as amended or updated and on the date of the amendment or updating. The current edition of this manual is available on the Diocesan Website.
11. The Diocese provides a written offer of employment (the "Offer Letter") describing the specific terms of employment including position description, compensation and related details.
12. Every employee is given a copy of this policy manual at the time an offer of employment is made or at the time a contract is executed (as the case may be) and is required to [acknowledge receipt](#).
13. Statutory and other Paid Holidays: Employees are entitled to paid time off on Statutory Holidays as determined by the *Employment Standards Act* of British Columbia. Lay Employees (other than those holding management positions) who are required to work on Statutory Holidays are entitled to statutory holiday pay according to the provisions of the *Employment Standards Act* of British Columbia. In addition to statutory holidays, the Diocese provides paid time off on Paid Holidays. Clergy are expected to be available on some Statutory Holidays and Paid Holidays as required by their work.
14. Maternity leave: The Diocese is committed to supporting its employees in their work and family life and recognizes the unique situation brought about by pregnancy. Pregnant employees will be granted maternity leave pursuant to the *Employment Standards Act* of British Columbia. For Clergy, Form C-1 is required to be completed and sent to

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the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least three months in advance of the date of the leave. For Lay Employees, Form L-1 is required to be completed and sent to the employee's Supervisor, at least three months in advance of the date of the leave.

15. **Parental leave:** The Anglican Diocese is committed to supporting its employees in their work and family life. The church recognizes the unique situation brought about by new parenthood and provides leave for new parents. Clergy will be granted parental leave pursuant to the *Employment Standards Act* of British Columbia. For Clergy, Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least three months in advance of the date of the leave. For Lay Employees, Form L-1 is required to be completed and sent to the employee's Supervisor, at least three months in advance of the date of the leave.

- 15-16. The diocese provides employees on maternity or parental leave who are in receipt of EI benefits, a Supplemental Unemployment Insurance Benefit Plan that augments employees' eligible income from Employment Insurance to a limit of 80% of normal gross pay for up to 24 weeks.

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II CLERGY

1. RECRUITMENT

Clergy are recruited in a process established by the Bishop from time to time, and by the authority of the Bishop.

A probationary period of three months will apply to Clergy who are newly hired in the Diocese, as described in the Offer Letter.

2. HOURS OF WORK

The average working hours for full-time Clergy are forty (40) hours per week. Clergy may work more than an average work week from time to time due to the nature of the work being undertaken and are expected to work the hours required to complete their work. It is the responsibility of the Bishop, the Regional Archdeacons and the Churchwardens to provide guidance on Clergy workloads in order to avoid situations where the workload becomes unreasonable. Clergy are managers within the meaning of the *Employment Standards Act* of British Columbia and are therefore exempt from overtime requirements.

3. VACATION

- (a) The Diocese recognizes the benefit of vacation as it provides time to rest and reflect and promotes a healthy work-life balance. Accordingly, Clergy are ~~encouraged-expected~~ to take their full vacation entitlement each year.
- (b) Clergy are entitled to paid vacation each year based on years of service as determined by the Bishop. Factors considered include date of ordination into Holy Orders in the Anglican Church of Canada and active service in licensed ministry.
- (c) The minimum vacation entitlement for Clergy is four weeks each year; effective 2023 increasing to five weeks after five years of service and increasing again to six weeks after ten years of service. Vacation may be taken at any time during the year, provided advance written notice has been given. The Diocese reserves the right to designate times of the year when vacations may or may not be taken.
- (d) Clergy proposing vacation should take into consideration the responsibilities of their position and must consult the Churchwardens in their Parish and the Archdeacon of their Region before confirming plans. Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least four weeks before the start of any proposed vacation.

- (e) ~~Clergy wishing to carry over any unused vacation must seek the prior consent of the Bishop. Any carry over vacation must be taken by December 31st of the following year and must be taken prior to the current year's vacation entitlement.~~
- (f) If an employee becomes ill during a period of annual vacation, the vacation can be converted to sick leave on presentation of a validating doctor's certificate (if the employee has available sick time).

4. SICK LEAVE

Clergy are entitled to accumulate sick leave with pay at a rate of one week per quarter year of employment to a maximum accumulation of one month. A doctor's certificate may be required. In the event of an illness that continues for more than 30 days, an application for Short Term Disability benefits must be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office.

5. ~~CONTINUING EDUCATION LEAVE & EXTENDED STUDY~~EDUCATIONAL LEAVE

- (a) ~~All full-time c~~Clergy are ~~licensed to ministry by the Bishop are~~ entitled to one week of paid ~~professional continuing~~ educational leave each year in addition to annual vacation. Continuing education leave is non-cumulative and does not include participation in mandatory diocesan educational events. Clergy proposing educational leave should take into consideration the responsibilities of their position and consult the Archdeacon of their Region before confirming plans. Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least four weeks before the start of any proposed educational leave.
- (b) ~~By virtue of diocesan participation in the General Synod continuing education plan, all members of the clergy in employment in the diocese who are not in receipt of the General Synod Pension may apply for six weeks' study leave every five years (eight days per year). This leave is not cumulative and must be taken in a way that is mutually satisfactory to the Bishop, the salary paying source and the clergy member seeking leave. It is in addition to annual vacation and professional educational leave. Clergy are also entitled to six weeks of paid extended study leave every five years.~~ Clergy proposing extended study leave should take into consideration the responsibilities of their position and consult the Archdeacon of their Region before confirming plans. Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least three months before the start of any proposed extended study leave.
- (c) ~~Clergy are entitled to education leave and extended study leave in addition to annual vacation.~~
- (d) ~~After six years of continuous employment at a single parish, a clergy member may propose an unpaid sabbatical leave for not more than six months. The terms of such a sabbatical leave must be for an educational purpose and must be approved by the parish and by the Bishop. A sabbatical leave shall not be taken in the same 12-month period as any educational or study leave.~~
- (e) Clergy employed part-time are entitled to proportional study and sabbatical leave in accordance with their contract of employment.

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6. CONTINUING EDUCATION PLAN

~~All permanent Clergy participate in the General Synod Continuing Education Plan which provides funding for continuing education. Contributions are made as required by the plan administrator.~~

7. TRAVEL

Clergy's salary includes the cost of normal parish-related travel. The cost of operating a motor vehicle on parish business may be deducted for income tax purposes as described in the *Income Tax Act*. Clergy who are required to travel more than usual parish business as part of assigned responsibilities are entitled to reimbursement for use of a personal vehicle at the rate set by the Finance Committee of the Diocese and for all other expenses incurred during the course of travel, providing they are deemed reasonable.

8. SUPPORT AND REVIEW

The Bishop meets with Clergy to discuss the mission, goals and objectives of their Parish Church, and to discuss any challenges or difficulties encountered during the year. Archdeacons assist the Bishop in the oversight of the Diocese, including consultation, supervision, guidance and pastoral support to all Clergy in their respective Regions. The Archdeacon in each Region holds periodic regional meetings, giving the Archdeacon and the Clergy in the Region an opportunity to provide support and exchange ideas.

9. RETIREMENT

Clergy may retire upon three months' written notice to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office.

III LAY EMPLOYEES

1. RECRUITMENT

Parish Churches recruit Lay Employees based on merit. Job descriptions and salaries are consistent with guidelines established by the Diocese.

2. PROBATION

At the end of three months probationary period, Lay Employees receive a written evaluation and notice of having:

- (a) satisfactorily completed the probationary period,
- (b) their employment terminated, or
- (c) been placed on a further three months probationary period.

3. HOURS OF WORK

Regular working hours are detailed in the offer of employment. Working hours may be adjusted or increased in the event of increases in workload or emergency. Notice of any adjustment in working hours will be provided as much as possible in the circumstances.

Regular hours of employment may be adjusted, or flexible work schedules established to better suit the work to be performed. Any changes to regular working hours will be set in consultation with the Lay Employee.

~~Lay Employees (other than those holding management positions) who may be required to work overtime will be compensated in compliance with the provisions of the *Employment Standards Act* of British Columbia.~~

4. VACATION

- (a) The Diocese recognizes the benefit of vacation as it provides time to rest and reflect and promotes a healthy work-life balance. Accordingly, Lay Employees are encouraged to take their full vacation entitlement each year.

- (b) The Diocese provides Lay Employees with at least as much vacation pay and time off for vacation as they are entitled to in accordance with the *Employment Standards Act* of British Columbia.
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5. SICK LEAVE

Regular full-time Lay Employees are entitled to sick leave with pay on the basis of one and one-half days per month of employment to a maximum of eighteen days per year. Unused sick days can accumulate to a maximum of ten days the first year and a maximum of thirty days after three years.

Part-time Lay Employees are entitled to sick leave prorated according to hours worked, or at least as much sick leave as they are entitled to in accordance with the *Employment Standards Act* of British Columbia.

In the event of an illness that continues for more than 30 days, an application for Short Term Disability benefits may be completed and sent to the payroll office.

A doctor's certificate may be required of an employee absent from work due to illness.

6. PROFESSIONAL DEVELOPMENT LEAVE

Lay Employees are entitled to up to one week of paid job-related professional development leave annually. Lay Employees requesting professional development leave must complete and provide Form L-1 to their Supervisor at least two weeks prior to the proposed leave, including a written description of the course of study/workshop/project intended to be undertaken. Proof of completion may be required.

7. TRAVEL

Lay Employees who are required to travel as part of their assigned responsibilities will be entitled to reimbursement for use of a personal vehicle at the rate set by the Finance Committee of the Diocese and for all other reasonable expenses incurred during the course of travel.

Travelling time shall be considered as working hours and shall be compensated on an hour for hour basis providing that the employee worked during the day in which the travel occurred or on the day previous.

IV VOLUNTEERS

- (a) Volunteers are entitled to the same respect and ethical treatment as paid employees.
- (b) Volunteers are expected to comply with all policies referred to in this manual. Volunteers are given a copy of this policy manual and are required to [acknowledge receipt](#).

V DEFINITIONS

Any word or phrase not defined below has the same meaning as used in the Constitution and the Canons.

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Privacy Policy	the Diocesan policy on privacy; the current version of which is on the Website
Region	currently one of four regions in the Diocese, namely: Cowichan Mid-Vancouver Island; Western, Peninsula & Gulf Islands; Greater Victoria; and, Mid-North Islands
Respectful Conduct Policy	the Diocesan policy on creating and maintaining a safe and respectful work environment, encompassing the topics of sexual misconduct, discrimination, bullying and personal harassment; the current version of which is on the Website
Salary	money paid to an Employee for services rendered as outlined in the offer of employment
Social Media Policy	the Diocesan policy on social media; the current version of which is on the Website
Statutory Holiday	New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day
Stipend	Salary paid to Clergy
Supervisor	the person to whom a Lay Employee reports, as described in the Offer Letter
Volunteer	a person filling a position for which no Compensation is offered or received
Website	the Diocesan website found at www.bc.anglican.ca

VI FORMS
(continued on pages 9-11)



Name: _____ Parish: _____

Check:	Short absences:	Proposed start date and end date:
	Vacation	
	Continuing Education	
Check:	Long-term absences:	Proposed start date and end date:
	Maternity*	
	Parental*	
	Extended Medical Leave*	
	Extended Study*	

*The bishop's office will arrange and appoint appropriate parish coverage for long-term absences.

For short absences, please describe your parish coverage plan:

--

Clergy Signature: _____ Date: _____

Please submit to your Regional Archdeacon and the bishop's office for approval at least four (4) weeks before the proposed start date for short absences and at least three (3) months before the proposed start date for long-term absences. Upon approval, this form must be forwarded to the payroll department (payroll@bc.anglican.ca).

Approval by Regional Archdeacon

Archdeacon name: _____ Date: _____

Signature: _____



Name: _____ Parish: _____

Check:	Type of planned absence:	Proposed start date and end date:
	Vacation	
	Professional Development	
Check:	Long-term absences:	Proposed start date and end date:
	Extended Medical Leave*	
	Maternity*	
	Parental*	

For short absences, please describe your parish coverage plan:

--

Please submit to your Supervisor for approval at least two (2) weeks before the proposed start date for short absences and at least three (3) months before the proposed start date of long-term absences. Upon approval, this form must be forwarded to the payroll department (payroll@bc.anglican.ca).

Supervisor name: _____ Date: _____

Signature: _____



900 Vancouver Street
Victoria BC V8V 3V7
p 250.386.7781 tf 1.800.582.8627
w bc.anglican.ca

FORM A-1
DIOCESAN POLICY ACKNOWLEDGMENTS

By initialing beside the policies listed below, I, _____
(PRINT CLEARLY) acknowledge that I have received and reviewed these policies in their entirety. I understand the scope, intent and principles outlined in the policies and will, to the best of my ability, adhere to them in all respects.

Initial:

_____ Human Resources Policy Manual
_____ Respectful Conduct Policy
_____ Information Security Policy
_____ Privacy Policy
_____ Social Media Policy

Signature

Witness

Signed on (month/day/year): _____

Agreements to average hours of work

37 (1) Despite sections 35, 36 (1) and 40 but subject to this section, an employer and employee may agree to average the employee's hours of work over a period of 1, 2, 3 or 4 weeks for the purpose of determining the employee's entitlement, if any, to overtime wages under subsections (4) and (6) of this section and wages payable under subsection (8) or (9) (b).

(2) An averaging agreement under subsection (1) is not valid unless

(a) the agreement

(i) is in writing,

(ii) is signed by the employer and employee before the start date provided in the agreement,

(iii) specifies the number of weeks over which the agreement applies,

(iv) specifies the work schedule for each day covered by the agreement,

(v) specifies the number of times, if any, that the agreement may be repeated, and

(vi) provides for a start date and an expiry date for the period specified under subparagraph (iii),

(b) the schedule in the agreement under paragraph (a) (iv) is in compliance with subsection (3), and

(c) the employee receives a copy of the agreement before the date on which the period specified in the agreement begins.

(3) A work schedule in an agreement under this section must not provide for more than the following hours of work for the employee:

(a) 40 hours, if the agreement specifies a 1 week period under subsection (2) (a) (iii);

(b) an average of 40 hours per week, if the agreement specifies more than a 1 week period under subsection (2) (a) (iii).

(4) An employer under this section who requires, or directly or indirectly allows, an employee to work more than 12 hours a day, at any time during the period specified in the agreement, must pay the employee double the employee's regular wage for the time over 12 hours.

(5) An employer under this section who requires, or directly or indirectly allows, an employee to work more than an average of 40 hours a week within the period

specified in the agreement must pay the employee 1 1/2 times the employee's regular wage for the time over 40 hours.

(6) An employer under this section who requires, or directly or indirectly allows, an employee to work more than the hours scheduled for a day during the period of the agreement must pay the employee

- (a) 1 1/2 times the employee's regular wage for,
 - (i) if fewer than 8 hours were scheduled for that day, any time worked over 8 hours, or
 - (ii) if 8 or more hours were scheduled for that day, any time worked over the number of hours scheduled, and
- (b) double the employee's regular wage for any time worked over 12 hours that day.

(7) For the purpose of calculating average weekly hours for an employee under subsection (5),

- (a) only the first 12 hours worked by the employee in each day are counted, no matter how long the employee works on any day of the week, and
- (b) if subsection (6) applies, the time that the employee works beyond the scheduled hours and for which the employee is paid in accordance with that subsection, is excluded.

(8) Section 36 (1) applies in relation to an averaging agreement if the period specified in the agreement is 1 week.

(9) If the period specified in an averaging agreement is more than 1 week, the employer must either

- (a) ensure that for each week covered by the agreement, the employee has an interval free from work of 32 consecutive hours, whether the interval is taken in the same week, different weeks or consecutively any time during the weeks covered by the agreement, or
- (b) pay the employee 1 1/2 times the regular wage for time worked by the employee during the periods the employee would otherwise be entitled to have free from work under paragraph (a).

(10) At the employee's written request, the employer and employee may agree to adjust the work schedule referred to in subsection (2) (a) (iv) provided that the total number of hours scheduled in the agreement remain the same.

(11) The parties to an averaging agreement under this section are bound by that agreement until the expiry date set out in the agreement or a later date provided in

an agreement to repeat the averaging agreement, as the case may be, and the provisions of the averaging agreement apply for the purpose of determining the employee's entitlement, if any, to overtime wages under subsections (4) and (6) and wages payable under subsection (8) or (9) (b).

(12) Subsections (2) to (11) are deemed to be incorporated in an averaging agreement under this section as terms of the agreement.

(13) An employer must retain an averaging agreement under this section for 4 years after the following, as applicable:

- (a) the expiry date set out in the averaging agreement, unless paragraph (b) applies;
- (b) the expiry date set out in one or more agreements to repeat the averaging agreement, whichever date is the latest.

(14) The application and operation of an averaging agreement under this section must not be interpreted as a waiver described in section 4.



January 23, 2025

Memo to: Diocesan Council

From: Isabel Weeks, Chancellor

RE: Updates to HR Policy Manual and Respectful Conduct Policy

HR Policy Manual

First, the HR Working Group are suggesting updates to the HR Policy Manual. These suggestions are intended to reflect changes to the Canons and Regulations, approved changes to policy and also to reflect current practice in the diocese.

The proposed amended document is attached. Below is a summary of highlights:

Incorporate in the Policy Manual the “**Top Up**” approved by DC in July 2024, a benefit for employees who are expanding their family. Under the BC *Employment Standards Act*, employees have rights to unpaid leave. The federal employment system provides for a benefit of 55% of the employee’s earnings, currently up to a maximum of \$668 a week. DC approved a Top Up whereby the diocese provides employees on maternity or parental leave who are in receipt of EI benefits, a Supplemental Unemployment Insurance Benefit Plan that augments employees’ eligible income from Employment Insurance to a limit of 80% of normal gross pay for up to 24 weeks.

Amendment to what we call Short Term Disability benefit. Service Canada allows for registration of a **Supplemental Unemployment Benefit Plan (SUB)**. This plan allows employers to increase their employees’ weekly earnings when they are unemployed due to a temporary stoppage of work, training, illness, injury or quarantine. Diocesan Council has approved harmonizing the Short Term Disability Benefit with the Maternity or Parental Leave by reducing the amount of the SUB benefit for illness from 90% to 80% so that it is the same as the maternity/parental leave plan.

Under Clergy, it is suggested that vacation be expected to be taken, rather than encouraged to be taken each year, without any reference to carry-over.

Continuing under Clergy, we have amended section 5, (Continuing Educational Leave and Extended Study Leave) to comply with the new regulations (Regulation R3.5.1 J.)

We are working on the travel expense provisions and will provide recommended changes to the next meeting of DC.

Averaging Agreements

We are recommending approval to work towards implementation of “Agreements to Average Hours of Work”, referred to as Averaging Agreements, pursuant to Section 37 of the *Employment Standards Act* of British Columbia (“the Act”), a copy of which is attached for reference. There are two pieces of work in preparation for approval of Averaging Agreements.

Background:

Under the *Employment Standards Act*, employees are eligible for overtime pay if they are required to work more than eight hours a day or 40 hours a week. There are exemptions, one of which is for employees who are “managers”. The diocese categorizes all parish clergy as managers and therefore exempt from overtime pay. With very few exceptions, lay employees working in the parishes are not exempt.

Confusion has arisen with the language we use to categorize employees. In the HR world, employees who are exempt are often referred to as “salaried”. It has come to light that many people in the payroll world refer to non-exempt employees as “salaried” if they have regular hours of work. Lay employees who do not have regular hours have been keeping track of their time and submitting timesheets. These employees have been referred to as “hourly”. This has led to confusion which we hope to dispel.

In fact, there are only two types of employees for these purposes:

exempt: all clergy and a few lay management employees, and

non-exempt: most lay employees.

The diocese has traditionally not paid overtime pay. If an employee is required to work more than their usual schedule, arrangements are made for “time off in lieu”.

The recommendation is that we implement Averaging Agreements. The most obvious impact will be the elimination of timesheets. Employees who were categorized as hourly will be asked to agree to averaging their hours and therefore their pay. Essentially, they will be paid the same way as those who are currently categorized as salaried.

Additionally, we will be in full compliance with the Employment Standards Act, regarding overtime. Averaging Agreements eliminate the need for overtime pay, as long as the employee is not required to work more than 12 hours in a day or average more than 40 hours in a week.

The first phase of work is determining the average hours worked by existing “hourly” employees. This could be researched by the synod office payroll staff, or perhaps the impacted parishes could supply us with that information. The second phase of the work

is having existing employees sign a one-page addendum to their employment agreement. Additional provisions would be added to the standard form agreements for all new employees.

Respectful Conduct Policy

As with the HR Policy Manual, we are suggesting updates to the Respectful Conduct Policy. Again, these suggestions are intended to reflect changes to the Canons and Regulations, approved changes to policy and also to reflect current practice in the diocese.

The proposed amended document is attached.

Proposed Motions:

- 1. Moved that Diocesan Council approve the amended version of the HR Policy Manual as presented.**
- 2. Moved that Diocesan Council approve necessary research of affected employees' payroll records to provide a recommended average of hours worked.**
- 3. Moved that Diocesan Council authorize preparation of amendments to existing employees' employment agreements to incorporate averaging agreement provisions, and insertion of averaging provisions into the standard form employment agreements for newly hired employees, such provisions to be reviewed and approved by Diocesan Council before being implemented.**
- 4. Moved that Diocesan Council approve the amended version of the Respectful Conduct Policy as presented.**

All of which is respectfully submitted.

Refugee Program Plan 2025

Background: Since making the decision to wrap up our operations as a SAH and stop submitting any new applications for sponsorships we have been working through the many applications that had been submitted from 2018-2022. The past two years (2023,2024) we have attempted to move toward a more shared model of work with Jibril Mohamed being the provincial coordinator and supporting each of the three SAH's in our ecclesiastical province. This has worked slightly, and the cost sharing arrangements are not stable and have proven difficult to fulfil. We have contributed \$40,000 over that time period and have covered the difference from what the ecclesiastical province and dioceses have transferred to us.

Current Situation: Our program currently has 83 people from 30 families in their settlement year. And another 76 people from 23 families still in process awaiting approval. We have recently received the resignation of long time program volunteer Tony Davis who was managing the files in Nanaimo. Jibril will now take over coordinating both North and South files.

Proposal: The Diocese of Kootenay has indicated that they are still interested in having Jibril support their program in a diminished capacity, and think they can contribute some to the cost of his salary. I am awaiting confirmation of how much they are thinking.

Over the course of our program we have been intentionally setting aside a contingency account for unexpected expenses newcomers have, and for additional program expenses. After the administrative errors were paid out of this fund there remains approximately \$75,000 in the fund. What I propose is that we continue to contribute \$40,000 in our operating budget, and pay the remainder of salary with the contingency fund. This would leave \$28,779 in the fund to cover unexpected costs with the remaining sponsorships. If funds come in from other dioceses and they would like Jibril to support their program those funds will be used to replenish the contingency fund.

Motion: That DC approve using \$46,220 from the refugee contingency fund to cover the 2025 Refugee Sponsorship Coordinator salary.

“church communities must always offer the invitation to live and build a different kind of life, one that renders property a transparency to connected and flourishing life together.” – Willie James Jennings. (Foreword to *Gone for Good: Negotiating the Coming Wave of Church Property Transition*)

Background: 418 Ships Point Rd in Fanny Bay was held by the diocese for many years and it had been rented by the OAP as a community hall. The rent was modest and it was shared between the diocese and St. John Courtenay who was the parish with oversight of the site. There were multiple discussions with OAP about the possible purchase of the property, but ultimately that was not an option. It was sold in the Spring of 2024 to the Comox Valley Regional District and the intention was for it to continue being the home of the OAP.

We discussed in general the use of funds prior to the sale, and now we are needing to allocate these funds.

One feature that had general consensus was to dedicate some funds off the top to the First Nation(s) who had traditional stewardship and ancestral belonging to that land.

In this particular case, the Fanny Bay OAP have requested that DC think of them and their care for that property and investment in the property as our tenants over the last 30 years.

St. John the Divine, Courtenay has also made a request that they have \$20,000 from these funds for the kitchen renovation they are planning.

Framework for use of funds from property dispossession:

Looking back:

Reciprocity payment – for the traditional stewards, those whose ancestral land the parcel is on. A low rate (provincial land transfer rate, or similar?) be donated to the band and/or organization of choice to the local nation. This takes the necessary step in our movement from symbolic to structural reconciliation.

Ministry/narrative context: What is our history and ministry of this place? Who has cared for this land on our behalf while we have held it? Is there a portion of the funds that ought to be allocated to them?

Pressing need – Is there an immediate need that requires access to a portion of these funds?

Looking forward:

Future ministries – How best can we invest in our long-term ministry?

Internal investments – adding to our internally designated funds to support ongoing operational and ministry needs.

Site: Fanny Bay (418 Ships Point Rd)	
Total received by diocese: \$475,817.18	
Reciprocity payment (\$7,700 is the BC policy calculation) ¹	\$10,000 (Fanny bay is the traditional territory of the Pentlatch)
Pressing Need:	\$200,000 - 2024 operational budget commitment. ²
Ministry Context: A) St. John the Divine Courtenay B) Fanny Bay OAP	a) \$20,000 Request for funds to support kitchen renovation project b) \$10,000 Request for donation in support of their caretaking and preservation of the site over the last 30 years.
Remainder:	\$235,817.18
Future Ministries:	\$100,000 Reconciliation Fund*
Internal investments:	\$67,908.59 Property Redevelopment Fund \$67,908.59 Synod General CTF

Motion: That DC recommend allocating the funds from the sale of 418 ships point Rd according to the above table.

¹ In BC the land transfer tax is calculated at 1% on the first \$200,000; 2% on the amount between \$200,000 and \$2,000,000; and 3% on the amount above \$2,000,000. This is used as a precedent calculation.

² This was included and spent in the 2024 budget.

* Once formally created by DC.



THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA

Finance Committee Meeting

Minutes of February 25, 2025 Finance Committee - ZOOM meeting

EX OFFICIO

The Bishop, the Rt. Rev. Anna Greenwood-Lee
The Chancellor, Isabel Weeks
The Treasurer, Joel Hefty (chair)
The Lay Secretary, Susan Rand (scribe)

APPOINTED

The Rev. Marion Edmondson
The Rev. Kelly Duncan
Steve Koning

NON-VOTING

Executive Officer, the Ven. Eric Partridge
Executive Director, Brendon Neilson

1. Call to order

The meeting was called to order by Joel at 10:00am and Anna opened the meeting with prayer.

2. Review and acceptance of agenda

MOVED BY: Isabel

SECONDED BY: Marion

That the agenda for the meeting be accepted as presented.

THE MOTION WAS CARRIED

3. Review and approval of previous meeting minutes – deferred.

4. Clarification for Use or Oversight of Five Funds

MOVED BY: Marion

SECONDED BY: Isabel

That the earnings from the Diocesan Mission Fund and the Synod Vision Fund be used as income in the operating budget.

THE MOTION WAS CARRIED

MOVED BY: Steve

SECONDED BY: Kelly

That the Biddle-King Fund, the Fred Rudd Fund, and the Nicholas Addems Fund be overseen by the Educational Trust Committee, and that earnings from each fund be used for grants by the Committee consistent with the donor's wishes.

THE MOTION WAS CARRIED

5. Diocesan Chequing Account Usage

Joel provided an update on the use of various bank accounts:

- A special purpose chequing account formerly used as a temporary refugee account will now be used for Building for the Future Phase3.
- A previously unused account will be used as a holding account for property sales
- Four accounts remain unchanged – Operating, CTF chequing, USD chequing and Refugee chequing

6. Clarification of CTF withdrawals

Rectory trust fund withdrawals are no longer the responsibility of the Finance Committee. Oversight of these withdrawals now sits with the Operations Committee.

7. **Budget 2025**

MOVED BY: Anna

SECONDED BY: Isabel

That Finance Committee recommends that the remaining proceeds from the sale of Fanny Bay (approximately \$235,000) be allocated to the 2025 budget as income.

THE MOTION WAS CARRIED

MOVED BY: Marion

SECONDED BY: Isabel

That the 2025 budget reviewed by the Finance Committee be forwarded to Diocesan Council for approval.

THE MOTION WAS CARRIED

8. **Other Business**

Progress is being made on the Sage instance that will be used for CTF accounting.

The updated job description for the Diocesan Finance Director is in review and then the hiring process can begin at Baker Tilly.

9. Next meeting will be at the call of the chair when 2025 financial reporting is available.

10. **The meeting was closed with prayer by Kelly.**



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Date: March 20, 2025

To: Diocesan Council

From: Joel Hefty, Treasurer and Finance Committee chair

Subject: Support for zero apportionment of Capital Improvement Funds

Recent discussions with clergy, wardens, and treasurers have included plans to exclude from apportionment not only money spent on capital improvements during the year but ALSO money set aside into a fund which could be used only for capital improvements. This memo requests Diocesan Council's support for this policy change.

The **current apportionment environment** allows parishes to exclude from apportionment funds spent on capital improvements. There is no present provision for excluding deposits to capital improvement funds intended for use in the future.

A capital improvement is intended to extend the life of an asset. Examples include installing a new roof, repointing brick, adding insulation, replacing all windows with more insulating windows, replacing a furnace with more efficient heating source, expanding or remodeling the building. **Routine maintenance**, on the other hand, includes painting, power washing, repairs, insurance costs, carpet replacement, or the acquisition of equipment which does not become part of the building, such as new tables or chairs. Routine maintenance is not included under capital improvement projects.

The intent of the change in policy is to empower parishes to have greater flexibility in setting aside money over several years for expected capital improvement expenditures. Flexibility arises from encouraging saving over more than one year knowing that a larger expenditure is likely.

The **effect on parishes** that can allocate money to capital improvement funds is to lower apportionment in the year that the deposits are made to those funds rather than only in the year that money is spent on the larger project. This reduces apportionment over time rather than only in large chunks when the project occurs. The **effect on the diocesan budget** is to lower apportionment income by a percentage of parish deposits to a capital improvement fund.

I request council's support for this thoughtful change in policy which will be implemented through the apportionment process.

[end]



Resolution of the Directors of _____ (the Corporation)
carrying on business under the name of _____ (the Business Name)

Whereas it is in the interest of the Corporation to enter into arrangements for the provision of financial products and/or services with The Toronto-Dominion Bank, TD Mortgage Corporation, TD Pacific Mortgage Corporation and The Canada Trust Company¹ (collectively, the "Bank"), therefore;

Be it resolved that:

1. The Corporation may from time to time:
 - (a) open, maintain and operate one or more accounts with the Bank and do all things in relation thereto;
 - (b) borrow money or otherwise obtain credit from the Bank in such amounts and on such terms as may be deemed appropriate, by loans, advances, overdrafts, financial leases or otherwise;
 - (c) mortgage, hypothecate, charge, pledge, assign, convey, transfer or otherwise grant a security interest in any or all of the property, real and personal, immovable and moveable, undertaking and rights of the Corporation, present and future, to secure the payment and performance of any or all of the present and future indebtedness, liabilities and obligations of the Corporation to the Bank;
 - (d) enter into further arrangements for the provision of financial products and/or services with the Bank;
 - (e) guarantee the obligations of any third party to the Bank either with or without security; and
 - (f) do all such acts and things and execute and deliver any and all agreements or other instruments as deemed necessary by the Bank to give full effect to this resolution.
2. In accordance with any restrictions set out below, the persons holding the offices listed below from time to time are authorized for and on behalf of the Corporation to:
 - (a) execute and deliver all of the documents and instruments contemplated by this resolution;
 - (b) give the Bank instructions in connection with any of the foregoing;
 - (c) conduct all aspects of the Corporation's banking relationship with the Bank;
 - (d) further delegate the authority granted hereunder to such person or persons as the authorized signing officer(s) may select at any time and from time to time; and
 - (e) appoint, add, remove and/or replace signing officers (including appointing specific signing officers in respect of specified accounts) and to establish and change the Signing Officer Requirements/Restrictions from time to time on prior written notice to the Bank.

The Bank is entitled to rely on such documents, instruments, instructions and transactions as duly and validly authorized and binding on the Corporation including, without limitation, any documents, instruments, instructions and transactions made, drawn, accepted, endorsed or signed by any delegate(s). The Bank does not need to make any further inquiry into the authority of the authorized signing officers or delegates to bind the Corporation.

Signing Officers (Identify by title and not by name)

Title: _____
Title: _____
Title: _____
Title: _____
Title: _____
Title: _____

The persons holding the corresponding offices, as of the date hereof, are:

Name: _____
Name: _____
Name: _____
Name: _____
Name: _____
Name: _____

Any titled officer or signing officer of the Corporation is authorized to certify to the Bank the names of those persons who are holders from time to time of the positions authorized as signing officers, and such certification, when received by the Bank, shall be binding on the Corporation.

Signing Officer Requirements/Restrictions

Record the signing requirements, using titles only and not names, e.g. "any one to sign", "the President to sign alone", the President and the Secretary to sign together.

Certified a true copy of a Resolution duly passed by the Board of Directors of the Corporation and that this Resolution is now in full force and effect and unamended.

Dated this _____ day of _____, 20 ____

X _____
Name: _____

X _____
Name: _____

Note: This form must be signed by the Corporation's titled officer(s), e.g. President, Secretary, Treasurer, Vice-President or signing officer(s) of the Corporation.

¹ TD Mortgage Corporation and TD Pacific Mortgage Corporation are loan companies incorporated under the *Trust and Loan Companies Act* of Canada, and member institutions of the Canada Deposit Insurance Corporation. The Canada Trust Company is a trust company incorporated under the *Trust and Loan Companies Act* of Canada, and a member institution of the Canada Deposit Insurance Corporation.

Date: 26 March 2025

From: Joel Hefty, Treasurer

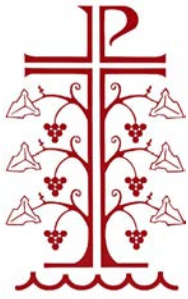
To: Diocesan Council

Subject: Request for Rectory Trust Fund \$11,500 withdrawal, St. John's Courtenay

In an effort to respond promptly to St. John's in its request for a withdrawal from the Rectory Trust Fund, I request please your approval of the \$11,500 amount requested. The parish has the funds, parish council has approved the withdrawal, and the request has been separately confirmed by two wardens. (Marj and Cary)

The attached request shows PC agreement.

Thank you for your consideration.



CHURCH OF SAINT JOHN THE DIVINE
ANGLICAN CHURCH OF CANADA
579 FIFTH STREET, COURTENAY, BRITISH COLUMBIA, CANADA V9N 1K2

March 18 2025

By email only to: treasurer@bc.anglican.ca
bneilson@bc.anglican.ca

Anglican Diocese of British Columbia
(Islands and Inlets)
900 Vancouver Street
Victoria, BC
V8V 3V7 Canada

Dear Joel:

Re: Request for Draw from Rectory Fund

We respectfully request a draw in the amount of \$11,500 from the St John the Divine, Courtenay rectory fund to cover continuing improvements at 1510 Dingwall Rd, Courtenay. The primary cost is for replacement of the boiler heating system (\$8,900). In addition, new extensions/connections to the eaves have been added to improve rainwater discharge (\$400). Thirdly, 2 protected Garry Oak trees were assessed by an arborist and have been trimmed as recommended to reduce the risk of limb failure/roof damage and also to reduce leaf buildup thus improving rainwater discharge (\$2,200).

It is my understanding Diocesan Committee and/or Council approval is not required for projects under \$20,000. If my understanding is incorrect or if you require additional detail, please let me know.

The above work is now complete and invoices have been authorized for payment. We therefore ask for your earliest attention to this request to avoid cashflow concerns.

If you have any questions, do not hesitate to call.

Yours sincerely

Kathy Coulthart-Dewey

Kathy Coulthart-Dewey
Parish Council Secretary
613-809-0318

TELEPHONE: (250) 334-4331
E-MAIL: admin@sjtdcourtenay.ca
WEBSITE: www.sjtdcourtenay.ca

GRANT AND LOAN APPLICATION FORM

SECTION 1 – IDENTITY OF APPLICANT

- 1.1 Name of Applicant _____
(parish, diocese, institution, organization, etc.)
- 1.2 Street Address _____
- 1.3 City, Province, Postal Code _____
- 1.4 Applicant's Phone Number _____
- 1.5 Applicant's Website _____
- 1.6 Charitable Business Number _____
- 1.7 Diocese _____
- 1.8 Contact Person _____
- 1.9 Contact Person's Email Address _____
- 1.10 Contact Person's Phone Number _____

SECTION 2 – MINISTRY CONTEXT

- 2.1 Briefly describe the applicant organization and the community served. Submit this on a separate page.
- 2.2 In what year was your organization established? _____
- 2.3 Total revenues from all sources in the last year. _____
- 2.4 If you are applying as a parish:
- How many congregations or points are there? _____
 - What is your average attendance on a Sunday? _____
 - How many identifiable givers do you have? _____

SECTION 3 – DESCRIPTION OF PROJECT

3.1 Project Name _____

3.2 The Anglican Foundation of Canada provides assistance in the form of grants and loans at the discretion of its Board of Directors to projects that align with its mission statement “**to support ministries of the Anglican Church throughout Canada**” and with AFC’s funding impact zones.

Which funding impact zone best describes the project?

- ☐ Diverse Infrastructure
- ☐ Community Ministries
- ☐ Leadership & Education
- ☐ Indigenous Ministries
- ☐ Sacred Music & Liturgical Arts

3.3 Description of the project. Submit this on a separate page.

- What do you want to do, and why?
- Describe the expected outcomes and impact.
- Provide the start, execution, and completion dates.
- Identify the project stakeholders and partners.
- Include other relevant materials that will help the committee assess your project.

3.4 For **Diverse Infrastructure** projects:

- Include 3 quotes for construction/materials involved and indicate which is the successful supplier. If this is not possible, explain why.
- Provide proof of fire insurance in force on property.

3.5 For **Community Ministries** projects:

- Describe how this project will meet a need that is currently not being met through other local non-profit organizations.
- If this is an ongoing initiative, describe the plan for sustainability, including funding sources and support.

3.6 For **Leadership & Education** projects:

- Describe how this project will meet a need that is currently not being met through regular leadership training, theological education, or spiritual formation programming currently available.
- If this is an ongoing initiative, describe the plan for sustainability, including funding sources and support.

3.7 For **Indigenous Ministries** projects:

- Describe how this project will meet a need that is currently not being met through other local organizations, and how it will contribute to the physical, intellectual, emotional, or spiritual well-being of Indigenous communities in Canada.
- Identify the Indigenous people involved in project development, planning, and implementation.
- If this is an ongoing initiative, describe the plan for sustainability, including funding sources and support.

3.8 For **Sacred Music & Liturgical Arts** projects:

- Describe how this project will contribute to the life of the church through music and the arts in your local context.
- Describe the experience and qualifications of the artists/groups involved. Include artist CVs, portfolio samples, links to video or music content, etc.

SECTION 4 – PROJECT BUDGET & FINANCIAL INFORMATION

- 4.1 Application type ☐ Category A – up to \$5,000 (no matching funds required)
☐ Category B – up to \$15,000 (50% matching funds required)
☐ Category C – up to \$50,000 (matching amount discretionary)
☐ Loan – up to \$100,000

4.2 Amount of grant requested _____

4.3 Amount of loan requested _____

4.4 If AFC cannot provide a grant would you accept a loan? ☐ Yes ☐ No

4.5 Provide a project budget. Submit this on a separate page.

- Show a list of all expenses, indicating the portion that AFC funding would cover.
- Show all revenues, including pledges, other grants to which application has been made, and donations in kind of property, labour, or materials.
- AFC funds Category B grants of \$15,000 up to 50% of the budget. The remaining 50% of your budget must be raised or accounted for at the time of the application.

4.6 Provide complete financial statements for the applicant.

SECTION 5 – LETTERS OF SUPPORT

5.1 Provide 2 letters of support, listed below according to the type applicant.

- *Parishes, Deaneries, Dioceses, and Organizations under the auspices of the Diocese*
 - ☐ Letter from the diocesan bishop, indicating the need for and benefits of the project.
 - ☐ Letter from a representative of diocesan council, including the date and wording of the motion that approved the application's submission to AFC.
- *Ecclesiastical Provinces, General Synod, and Sacred Circle/ACIP*
 - ☐ Letter from the Metropolitan, General Secretary, or National Indigenous Anglican Archbishop indicating the need for and benefits of the project.
 - ☐ Letter from a representative of Provincial Council, General Synod management, or ACIP including the date and wording of the motion that approved the application's submission to the Anglican Foundation.
- *Theological Colleges and Religious Orders*
 - ☐ Letter from the President, Dean, Principal, or head of the organization, indicating the need for and benefits of the project.
 - ☐ Letter from a representative of the Board of Directors or Governing Council, indicating the need for and benefits of the project.

SECTION 6 – AUTHORIZATION

6.1 Have two signing officers and the head of your organization sign below.

We certify that the appropriate authority has approved the submission of this application.

_____ Signature	_____ Signature	_____ Signature
_____ Print Name	_____ Print Name	_____ Print Name
_____ Title	_____ Title	_____ Title
_____ Date	_____ Date	_____ Date



Anglican Foundation Grant Application
Diocesan Choir Tour 2025
Question 3.3: Project Description

From June 26 to June 29, 2025, the Cathedral Choir, Youth Choir, and Young Choristers will embark on a four-day tour of the Diocese of Islands and Inlets (Diocese of BC), taking them all the way to the northern-most Parish of Christ Church, Alert Bay with stops in Nanaimo (St Paul's), and Courtney-Comox (venue TBC), as well as a final stop in Vancouver (Diocese of New Westminster).

In February this year, our community decided to cancel a planned pilgrimage to Grace Cathedral, San Francisco due to political tensions. We soon realized that this presented an opportunity to live out some of the cathedral's goals of engagement with the whole diocese, reconciliation with Indigenous Peoples, and environmental awareness.

Our choirs consist of 26 adults (a mix of choral scholars who receive a stipend and volunteers) and 25 children aged 8 to 17. Sixteen of those children (the Young Choristers) attend Christ Church Cathedral School, a K to 8 school offering an affordable (ca. \$10,000 per annum) education to families who value an education rooted in Anglican values. At least 4 of our Young Choristers receive needs-tested financial aid to attend the school.

Some of the key outcomes of any international choir tour remain unchanged for this local trip: community building amongst choir members, experience of new places and cultures, bringing profile to the cathedral and its music program.

However, there will be additional benefits flowing from a more local tour. Reconciliation work and cultural dialogue with the First Peoples of this place will be an important feature of the trip. Our 50 singers and many of their family members will pay a visit to the community of Alert Bay ('Namgis Nation) and the site of the former St Michael's Residential School, which was operated by our diocese from 1882 to 1975. We will visit a museum which exposes that dark history and engage with members of that community through exchange of music and dialogues, including the singing of a hymn from their Kwakwaka'wakw language hymnal. We will film the singing of this hymn in front of Christ Church, Alert Bay, as a symbolic act of penitence and as a reminder to our children to never again attempt to erase a culture.

We expect this tour to benefit not only our own singers but also members of the various communities we will visit that rarely hear live choral music sung by a 50-strong professional-level ensemble. We plan on producing a short documentary film about this tour and sharing it online for all to see.

According to the cathedral's aspirational statements, a set of guiding statements agreed on by our congregations in 2019, "Christ Church Cathedral takes seriously the imperative to safeguard, sustain and renew the life of the earth." By opting for a more local tour which does not rely on airplane transportation, we model that aspiration in our communal actions. In addition to extra-musical group activities around Indigenous reconciliation, much of what we'll do together will involve enjoyment of God's natural environment right here on Vancouver Island. We also hope to film a music video of the choir singing outside against some stunning natural scenery.

In our travels, we plan to make every effort to use re-usable and no-package products, and all singers will bring their own reusable water bottles. Wherever possible, we will opt for walking to minimize our reliance on cars. We all share a concern for environmental responsibility as we embark upon this tour.

Another one of Christ Church Cathedral's aspirations is to embrace "its role as resource and collaborator with parishes across the diocese." This tour will literally bring us out of the cathedral's own walls and into other parishes, demonstrating and living into that role as a resource and collaborator.

This tour, in its evolution, has become a kind of pilgrimage, a spiritual journey that we hope may result in personal transformation for all participants and all others who it touches.

Itinerary Overview

Wednesday, June 25: Depart after lunch, Evening Concert at St John's Anglican Church, Courtney (TBC)

Thursday, June 26: Coach to Port McNeill

Friday, June 27: Ferry to Alert Bay, visit Umist'a, Christ Church, site of St Michael's Residential School, return to Port McNeill for evening concert in Gatehouse Theatre (admission by donation, all proceeds to local food distribution initiatives)

Saturday, June 28: Coach to Parksville / activities / community-building

Sunday, June 29: Sing for dedication festival service at St. Paul's Church, Nanaimo; sing afternoon concert at St Andrew's United Church (Old City Arts Hub); coach to Victoria



Anglican Foundation Grant Application
Diocesan Choir Tour 2025
Question 2.1: Ministry Context

For 150 years, Christ Church Cathedral has been a centre of sacred choral and instrumental music, ranking among Victoria's most important musical institutions.

The Cathedral Choir and Youth Choir is an auditioned ensemble comprising a mixture of experienced volunteers and emerging professional singers. This ensemble provides music for two Sunday services per week as well as other special services throughout the year. The choir is committed to the pursuit of musical excellence and presents a wide and varied repertoire from Renaissance music to newly commissioned choral works.

The Young Chorister Program, founded in 2017 through a partnership between Christ Church Cathedral and The Cathedral School, is the only school-based, fully immersive Anglican Cathedral Chorister program of its kind in Canada.

The Young Choristers regularly sing with the Pacific Baroque Orchestra and the Victoria Symphony in addition to their regular round of weekly Wednesday Evensong services. The singers, all of whom receive a scholarship to attend the Cathedral School, rehearse four mornings a week during school term. Choristers begin their journey in grade 4 and develop through the program until graduation in grade 8. This immersive program is made possible through the generosity of NRS Fund and the St Cecilia Fund at the Victoria Foundation, the Christ Church Cathedral Music Endowment Fund (Victoria Foundation), and the support of many individual donors.

The Choirs' last tour, in summer 2023, was to the UK, where they sang services in Westminster Abbey and St George's Chapel, Windsor.

Christ Church Cathedral's choirs are directed by **Donald Hunt**, a native of Halifax, Nova Scotia. He went on to study music at McGill University in Montreal, where he received Bachelor and Masters degrees in organ performance and composition, studying principally with John Grew. During his time in Montreal, he was assistant organist at Christ Church Cathedral, Montreal. He has also held organist posts in the UK, including at Truro Cathedral, St Paul's Cathedral, and St Mary's Cathedral, Edinburgh.

Donald is a first-prize laureate of the Concours d'orgue de Québec and has been a finalist in the Concours Prix d'Europe and the RCCO National Organ Playing Competition. In 2017, he took up the post of Director of Music at Christ Church Cathedral, Victoria, where he plans the liturgical music for three Sunday services, and directs a number of choirs, including a treble choir, formed in 2019 in partnership with the Cathedral School.

He has broadcast live on BBC radios 3 and 4, including playing for the Scottish celebration of Her Majesty's Diamond Jubilee. Donald is an Associate of the Royal Canadian College of Organists and a Fellow of the Royal College of Organists.

Multimedia:

Young Chorister Program Promotional Video:

https://www.youtube.com/watch?v=77o6_O2JdII

Cathedral Choir and Young Choristers sing Moses Hogan's arrangement of "Abide with me":

<https://www.youtube.com/watch?v=SxSOkVHPlww>



Anglican Foundation Grant Application
 Christ Church Cathedral, Victoria
 Question 4.5: Project Budget

Expenses	
Accommodations	\$ 22,685.00
Meals	\$ 14,760.00
Transportation	\$ 10,464.00
Group Activities	\$ 1,665.00
Videography/Editing	\$ 10,290.00
Kwakwala language coach	\$ 750.00
Total Expenses	\$ 60,614.00
Revenues	
Participant payments (ca \$600/participant)	\$ 26,760.00
On-tour concert revenue	\$ 4,500.00
Anglican Foundation Grant	\$ 15,000.00
Additional Fundraising	\$ 14,354.00
Total Revenue	\$ 60,614.00
NET	\$ -



Christ Church Cathedral respectfully acknowledges that we reside on the ancestral lands of the Esquimalt and Songhees Nations, with whom we are in relationship to seek reconciliation.

As an Anglican centre for spirituality, learning, culture, heritage and community, this cathedral upholds a daily rhythm of worship in the heart of Victoria. From daily spoken and sung services to the weekly celebration of the Eucharist and Choral Evensong, we mark the important events of the Christian calendar and in the life of our diocese and the wider community.

Excellence in music making lies at the heart of the cathedral's mission. We believe that music can deepen our human understanding of the divine and bring us closer to God. The Cathedral's liturgical music is paramount in pursuing this mission – we believe that a community that worships thoughtfully and beautifully together can more fervently carry out good works in its wider life. We also program a wide array of concerts throughout the year, featuring the cathedral choirs and organists, as well as the best solo and ensemble musicians from near and far.

In 2019, the cathedral community engaged in a visioning process called “Greater Works than These.” Over several months, well over 200 people from the cathedral, our cathedral school, and the wider church were asked to imagine what kind of church we wanted and needed to be in the middle years of the 21st century. From these conversations, our coordinating group was able to draw ten aspirational statements.

Christ Church Cathedral's Aspirational Statements

1. Christ Church Cathedral's liturgy, study, and preaching provide inspiration, comfort, challenge, healing, learning, and spiritual formation for all ages so that the Church may be the heart and hands of God in the world.
2. Christ Church Cathedral values and welcomes all who seek God, regardless of race, religion, age, physical ability, mental wellness, class, sexuality, gender-identity, dress, or rank. We seek reconciliation with those who have not experienced such welcome.
3. Christ Church Cathedral welcomes partnership with all who feel compelled to serve the City.
4. Christ Church Cathedral aspires to build relationships and collaborate with people of other denominations, other faiths, and those who live outside faith traditions.
5. The Cathedral speaks out on issues affecting both the Church and society, and advocates on behalf of those whose needs are discounted or whose voices cannot be heard.
6. Christ Church Cathedral takes seriously the imperative to safeguard, sustain and renew the life of the earth.
7. Christ Church Cathedral embraces its role as resource and collaborator with parishes across the diocese.
8. Christ Church Cathedral values informed and intelligent faith that embraces complexity and ambiguity and is committed to providing varied opportunities to all age groups for learning about God's world upon which such faith can be built.
9. As an oasis for spiritual refreshment and a physical marker of the unseen world of the divine spirit, Christ Church Cathedral is a community that upholds the beauty of holiness in all aspects of its life, including liturgy, the visual arts, music, communications, and its buildings and grounds.
10. Christ Church Cathedral is a community that responds faithfully to changing context and emerging needs through continual renewal in people, vision, and mission.

CHRIST CHURCH CATHEDRAL
Financial Information
Year Ended December 31, 2024

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CHRIST CHURCH CATHEDRAL
Statement of Financial Position
December 31, 2024

FINANCIAL INFORMATION

Statement of Financial Position

Statement of Revenue

Statement of Expenses

Statement of Changes in Net Assets

CHRIST CHURCH CATHEDRAL
Statement of Financial Position
December 31, 2024

	2024	2023
ASSETS		
CURRENT		
Cash	\$ 154,795	\$ 108,387
Accounts receivable	69,970	69,092
Current portion of loan receivable	29,108	29,108
Prepaid expenses	6,416	7,253
	260,289	213,840
 LOAN RECEIVABLE	32,928	62,031
 LONG-TERM INVESTMENTS	1,841,424	1,773,448
	<u>\$ 2,134,641</u>	<u>\$ 2,049,319</u>
 LIABILITIES AND NET ASSETS		
CURRENT		
Bank indebtedness	\$ 250,000	\$ 140,000
Accounts payable and accrued liabilities	114,014	78,394
Deferred income	48,160	41,284
	412,174	259,678
 FUND BALANCES		
Externally restricted funds	1,386,211	1,321,525
Unrestricted funds	336,256	468,116
	1,722,467	1,789,641
	<u>\$ 2,134,641</u>	<u>\$ 2,049,319</u>

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CHRIST CHURCH CATHEDRAL
Statement of Revenues
Year Ended December 31, 2024

	Operating Fund 2024	Externally Restricted Funds 2024	Total 2024	Total 2023
REVENUE				
Offerings, donations and grants	\$ 630,253	\$ 104,743	\$ 734,996	\$ 854,380
Bequests	-	-	-	1,693
Events and fundraising	118,419	141,897	260,316	142,395
Realized net investment income	42,555	70,191	112,746	67,104
Loan interest income	2,732	-	2,732	3,726
Facilities rentals	182,327	-	182,327	182,701
	\$ 976,286	\$ 316,831	\$ 1,293,117	\$ 1,251,999

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CHRIST CHURCH CATHEDRAL
Statement of Expenditures
Year Ended December 31, 2024

	Operating Fund 2024	Externally Restricted Funds 2024	Total 2024	Total 2023
EXPENSES				
Compensation				
Clergy and programs	\$ 242,198	\$ -	\$ 242,198	\$ 236,134
Music	192,335	20,000	212,335	184,417
Administration	168,845	-	168,845	220,054
Custodial	147,207	-	147,207	136,165
	750,585	20,000	770,585	776,770
Diocesan Assessment	169,509	-	169,509	172,392
Ministry Expenses				
Parish programs	50,018	9,447	59,465	38,956
Music		182,757	182,757	280,604
Outreach initiatives	-	-	-	36,194
	50,018	192,204	242,222	355,754
Property Costs				
Repairs and maintenance	26,679	-	26,679	32,201
Utilities and security	53,623	-	53,623	60,271
	80,302	-	80,302	92,472
Administration				
Advertising and communications	11,524	-	11,524	12,034
General office expenses	69,831	2,054	71,885	54,414
Consulting (Building for the Future)	-	171,917	171,917	184,489
Professional fees	17,108	-	17,108	12,473
Courses and clergy travel	1,340	-	1,340	1,148
	99,803	173,971	273,774	264,558
TOTAL EXPENSES	\$ 1,150,217	\$ 386,175	\$ 1,536,392	\$ 1,661,946

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CHRIST CHURCH CATHEDRAL
Statement of Changes in Net Assets
Year Ended December 31, 2024

	Operating Fund 2024	Externally Restricted Funds 2024	Total 2024	Total 2023
DEFICIENCY OF REVENUE OVER EXPENSES FROM OPERATIONS	\$ -173,931	\$ -69,345	\$ -243,276	\$ -409,947
UNREALIZED INVESTMENT GAINS	42,071	218,026	260,097	219,980
DEFICIENCY OF REVENUE OVER EXPENSES	-131,860	148,681	16,821	-189,967
PRIOR PERIOD ADJUSTMENT*	-	-	-	-83,521
NET ASSETS - BEGINING OF YEAR	568,887	1,223,035	1,706,120	1,979,608
NET ASSETS - END OF YEAR	\$ 437,027	\$ 1,371,717	\$ 1,722,941	\$ 1,706,120

* Prior period adjustment to Howe Street investment cost overstated in the prior year

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AIR SPACE PLAN OF PART OF LOT 1,
SECTIONS 17 AND 18, RANGE 6,
QUAMICHAN DISTRICT, PLAN EPP138645

BCGS 92B.072



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 432 mm IN HEIGHT (C-SIZE) WHEN PLOTTED AT A SCALE OF 1:500

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 77H2577 AND 91H0493 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 (123° WEST LONGITUDE).

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS 77H2577 AND 91H0493.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999634, THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON GEODETIC CONTROL MONUMENTS 77H2577 AND 91H0493.

ELEVATIONS ARE IN METRES, DERIVED FROM TIES TO INTEGRATED SURVEY MONUMENT NO. 91H0493 SITUATED IN THE CORPORATION OF THE CITY OF DUNCAN AT THE INTERSECTION OF JUBILEE STREET AND FIRST STREET (ELEVATION= 11.260 m). ELEVATIONS ARE GEODETIC, AND ARE REFERENCED TO CGVD28BC

NO PORTION OF THE PARCELS OR DEDICATIONS CREATED ON THIS PLAN OVERLAP VERTICALLY, THAT IS, LIE ABOVE OR BELOW ANY PORTION OF THE AIR SPACE PARCELS ON AIR SPACE PLAN

SECTION ARROWS POINT IN THE DIRECTION OF VIEW

LEGEND

FOUND	PLACED	
		CONTROL MONUMENT
		STANDARD IRON POST
ASP		DENOTES AIR SPACE PARCEL
EL		DENOTES ELEVATION
m²		DENOTES SQUARE METRES
m³		DENOTES CUBIC METRES
PT		DENOTES PART
Rem		DENOTES REMAINDER
WT		DENOTES WITNESS

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S).

INTEGRATED CONTROL MONUMENTS NAD83 (CSRS) 3.0.0.BC.1.NVI, UTM ZONE 10			
CONTROL MONUMENT	UTM NORTHING	UTM EASTING	ABSOLUTE ACCURACY
77H2577	5403223.63	447820.64	0.01
91H0493	5403332.54	447820.79	0.01

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE CITY OF DUNCAN

THIS PLAN LIES WITHIN THE COWICHAN VALLEY REGIONAL DISTRICT

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED
ON THE XX DAY OF JUNE, 2024
BRIAN WARDROP, BCLS #817

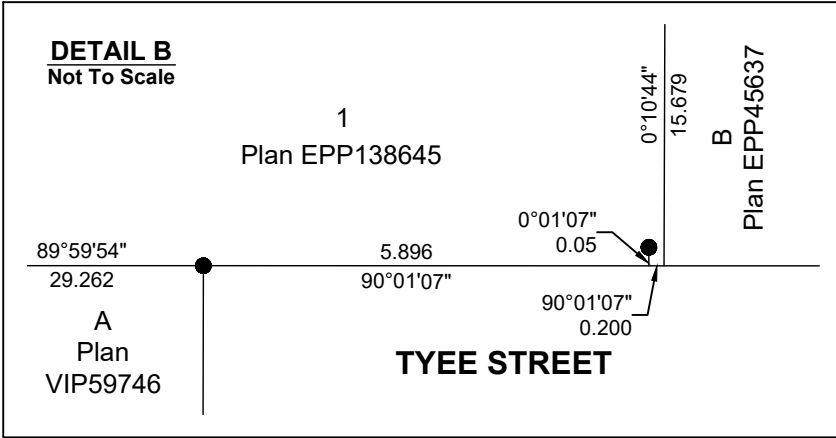
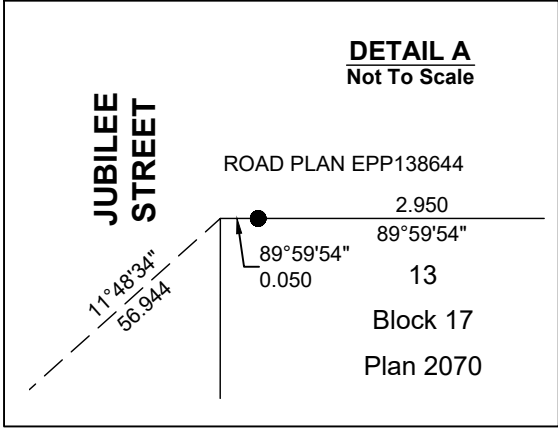
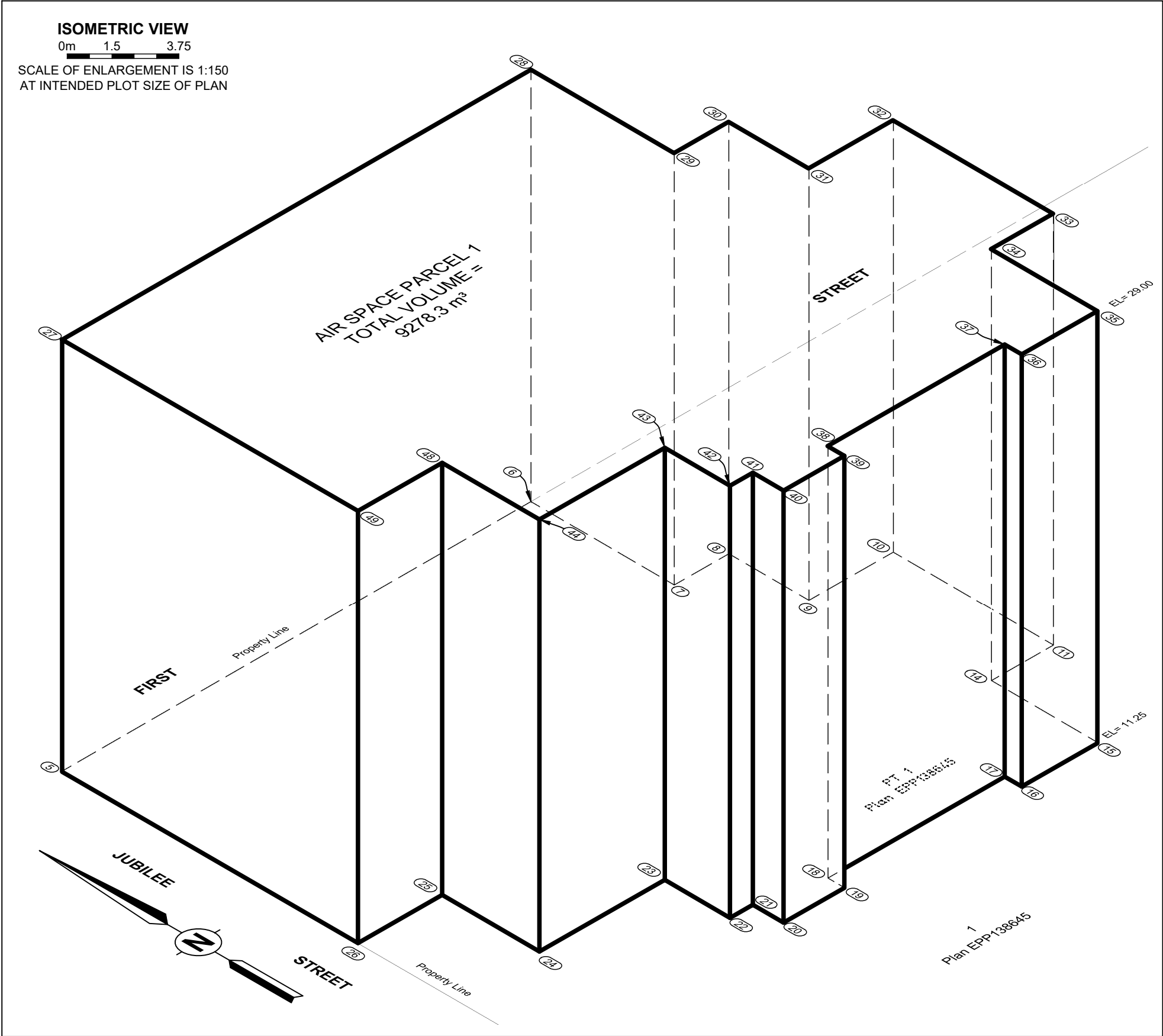


107 - 225 Canada Avenue, Duncan BC V9L 1T6
Tel. 250 748 3335

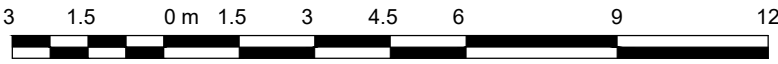
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22330115901-VL-ASPN-001

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22	5403309.92	447845.20	11.25
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25	5403317.68	447839.32	11.25
26	5403317.70	447835.34	11.25
27	5403331.75	447835.37	29.00
28	5403331.73	447857.57	29.00
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36	5403308.40	447857.51	29.00
37	5403309.21	447857.51	29.00
38	5403309.23	447849.14	29.00
39	5403308.44	447849.14	29.00
40	5403308.45	447846.27	29.00
41	5403309.91	447846.28	29.00
42	5403309.92	447845.20	29.00
43	5403313.02	447845.21	29.00
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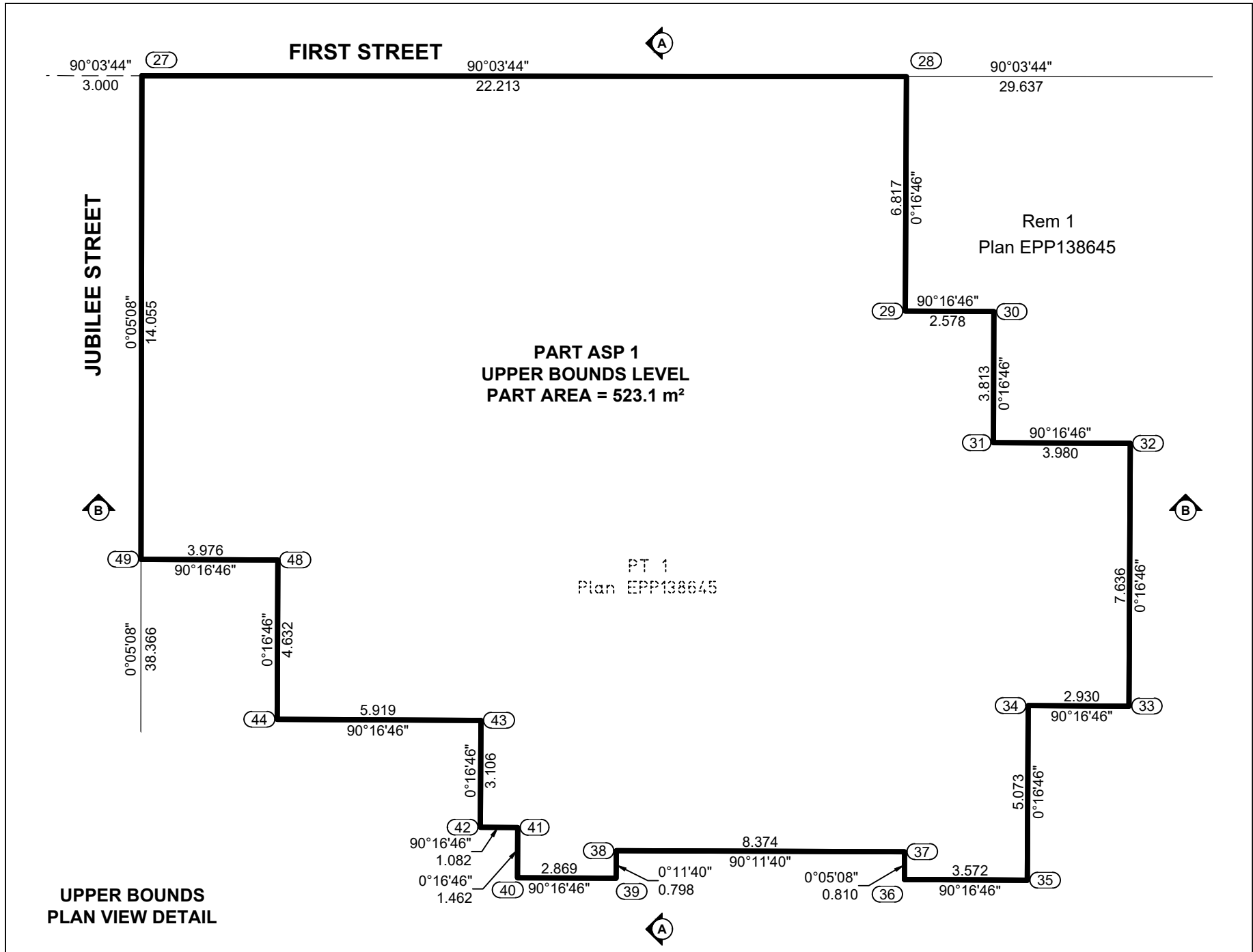
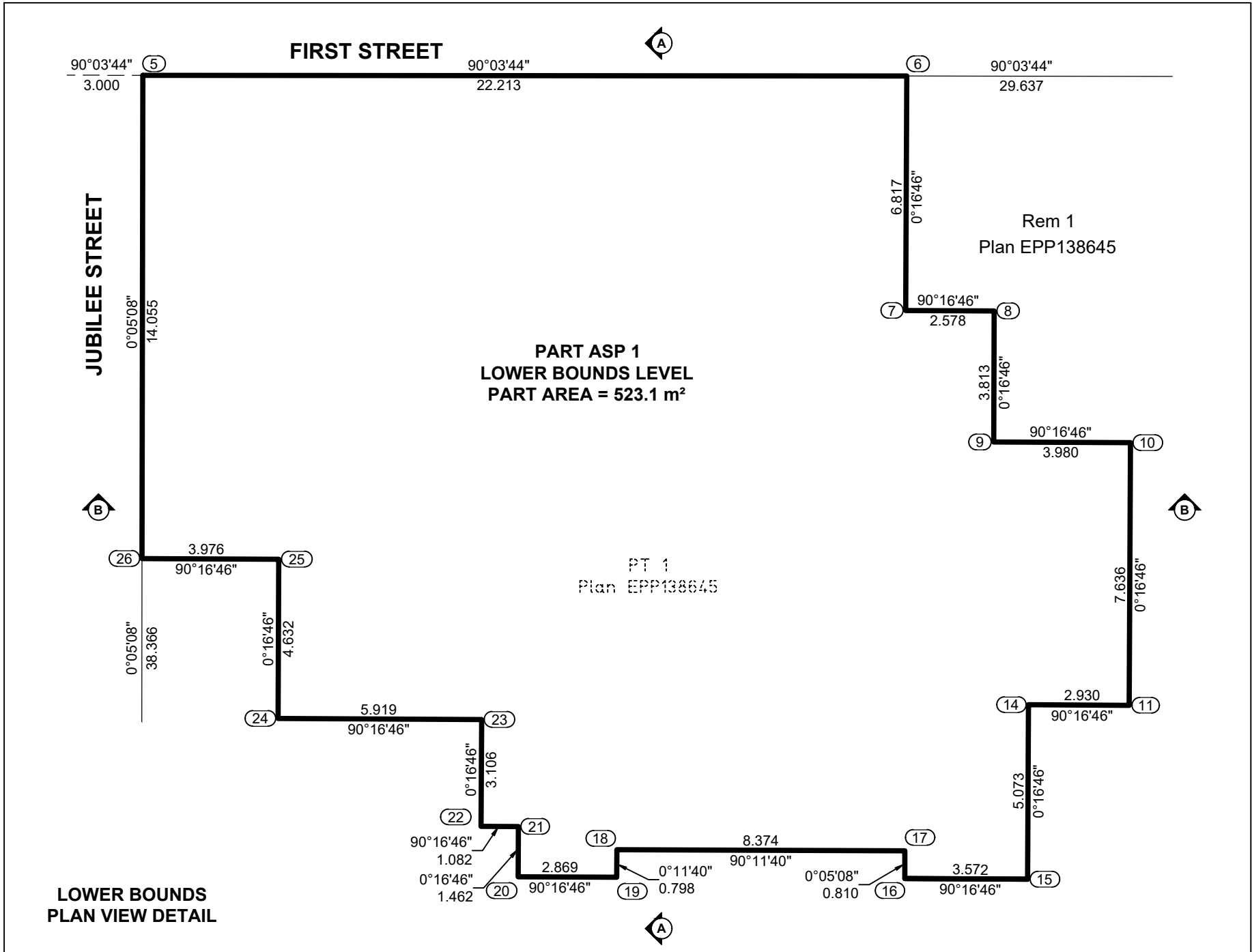


AIR SPACE PARCEL 1 -
PLAN VIEW DETAILS



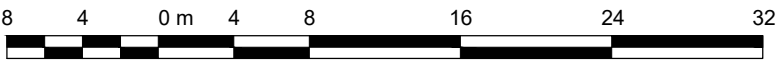
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

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(C-SIZE) WHEN PLOTTED AT A SCALE OF 1:150



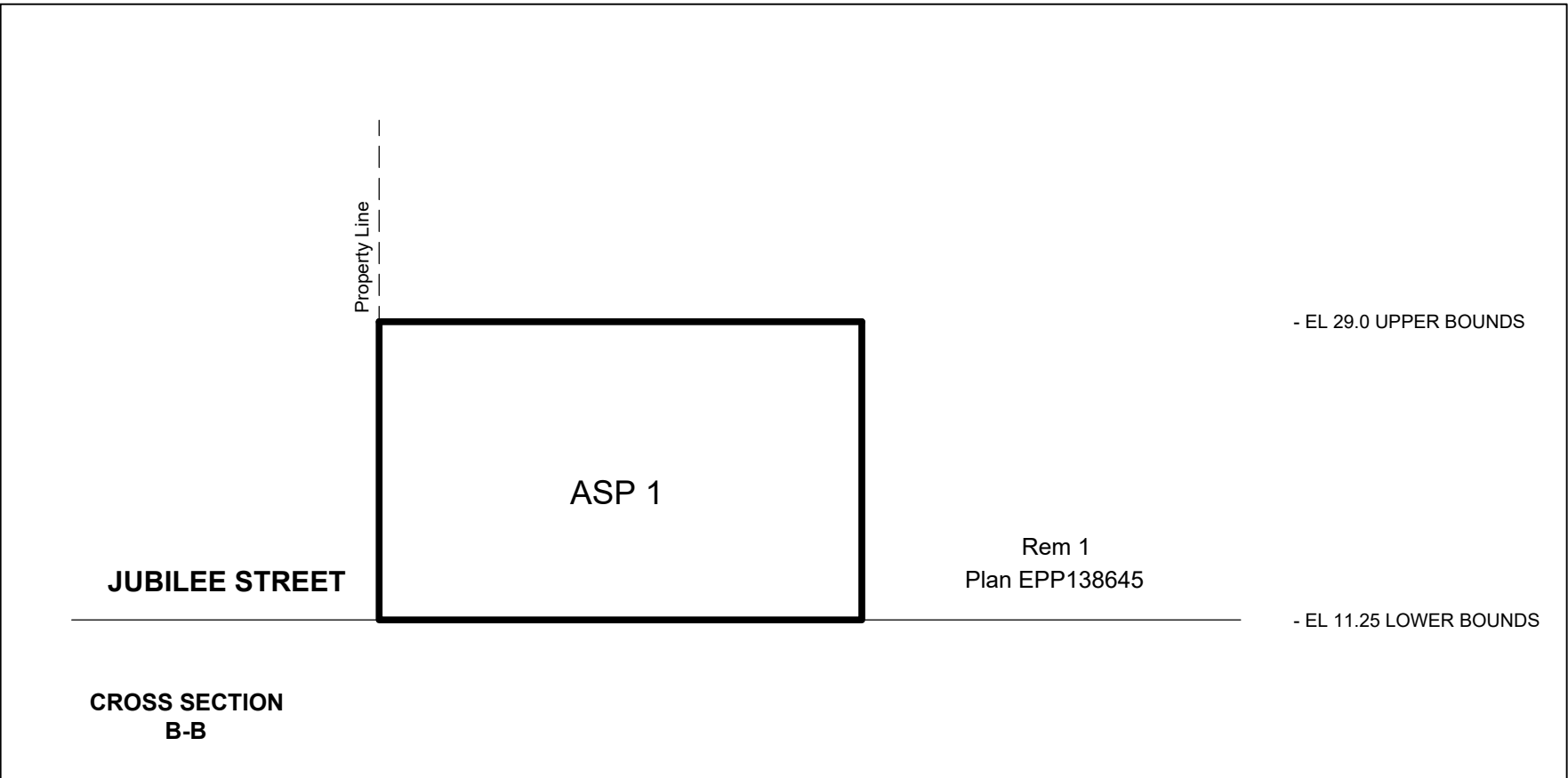
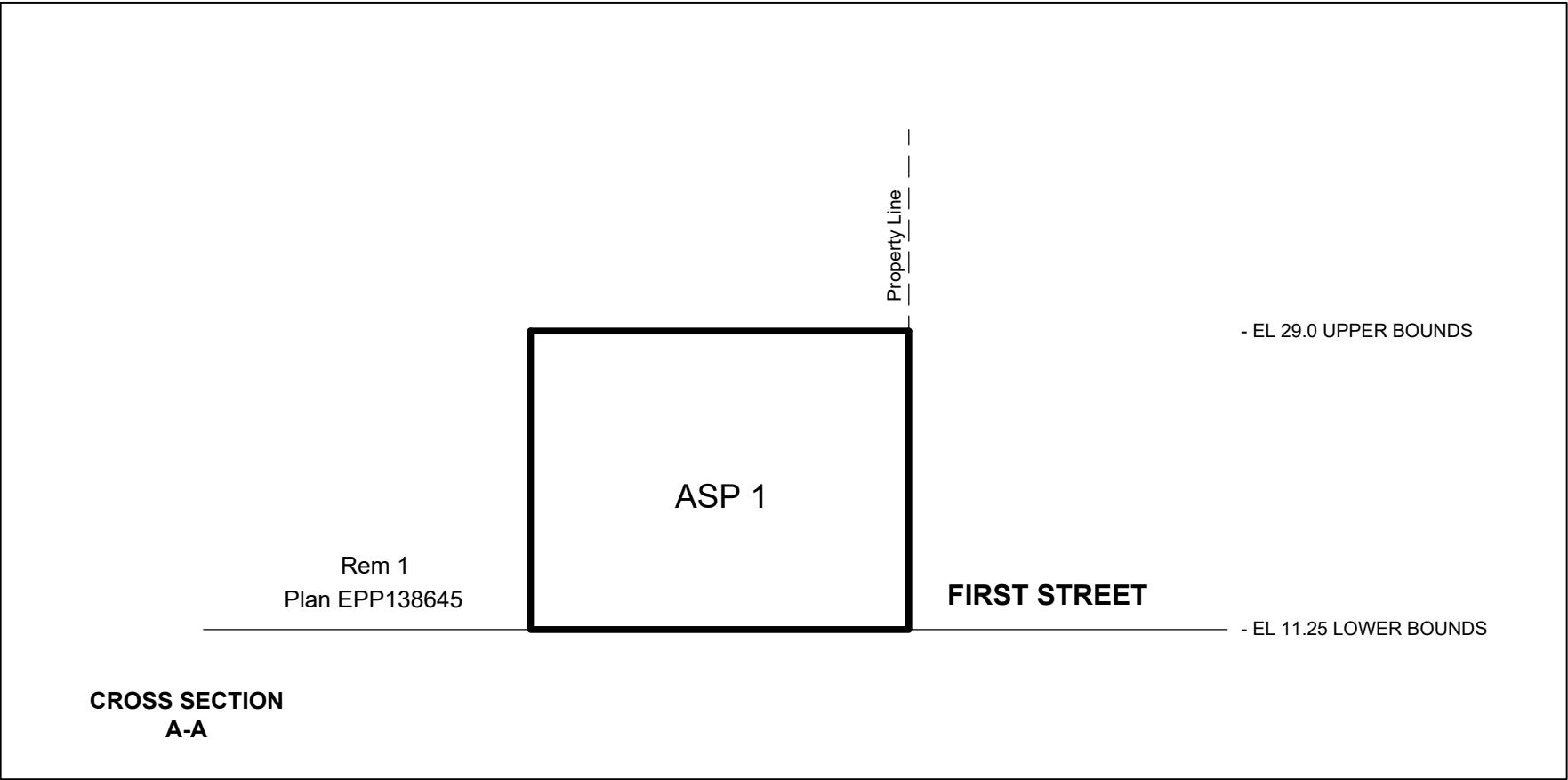
AIR SPACE PARCEL 1 -
CROSS SECTIONS

SHEET 2 OF 2 SHEETS
AIR SPACE PLAN EPP138646



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 432 mm IN HEIGHT
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JUNE XX, 2024

PLAN ID.
22330115901-VL-ASPN-001

TERMS OF INSTRUMENT – PART 2
AIR SPACE PARCEL EASEMENT AND SECTION 219 COVENANT

BETWEEN:

The Anglican Synod of the Diocese of British Columbia
(the “**ASP Owner**”)

AND:

The Anglican Synod of the Diocese of British Columbia
(the “**Remainder Owner**”)

AND, for the purposes of the S.219 Covenant only:

The City of Duncan
(the “**City**”)

RECITALS:

- A. Words and phrases which are capitalized herein have the meaning ascribed to them in Article 1 “Definitions”.
- B. The ASP Owner is the registered owner of the ASP.
- C. The Remainder Owner is the registered owner of the Remainder.
- D. The easements, covenants and agreements contained herein are required by the Owners in order to facilitate the subdivision of the Lands into one Air Space Parcel with Remainder and to ensure that the rights and interests of the City and each City Party are adequately secured and protected.
- E. The ASP contains the existing Church, and the ASP Owner intends to additionally Construct the ASP Improvements within the ASP.
- F. The Remainder Owner intends to allow the Construction, through its agreements with the Duncan Housing Society (the “**Society**”), and its governmental funding partners, of the Affordable Housing Development.
- G. The ASP Owner wishes to grant certain rights, licences and easements to the Remainder Owner in order to provide access, support, utilities, maintenance and certain other benefits to the owner from time to time of the Remainder.

- H. The Remainder Owner wishes to grant certain rights, licences and easements to the ASP Owner in order to provide access, support, utilities, maintenance and certain other benefits to the owner from time to time of the ASP.
- I. The Building Bylaw enables certain building code complexities associated with air space parcel subdivisions to be dealt with, in part, by treating an entire project as a single building and permitting the satisfaction of certain Building Bylaw requirements by a combination of agreements registered against title to the Parcels.
- J. The City has agreed to treat the Development on the Remainder and the Development on the ASP as a single building for the purposes of the Building Bylaw and application of the Building Code and to permit the satisfaction of certain Building Bylaw requirements by way of a combination of agreements registered on title to the Parcels.
- K. Pursuant to section 18(5) of the *Property Law Act*, a registered owner in fee simple may grant to itself an easement over land that it owns for the benefit of other land that it owns in fee simple.
- L. The City requires that the ASP Owner and the Remainder Owner enter into this Agreement, pursuant to Section 219 of the *Land Title Act* and the ASP Owner and the Remainder Owner have agreed to do so.
- M. The City wishes to become a party to this Agreement to ensure that the rights, licences and easements hereby created continue to enure to the benefit of the owners from time to time of the ASP and the Remainder and to ensure that the rights and interests of the City and each City Party are adequately secured and protected.
- N. Section 219 of the *Land Title Act* permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land, stipulating that land is or is not to be built on except in accordance with the covenant and that land is not to be subdivided except in accordance with the covenant and that parcels of land designated in the covenant are not to be sold or otherwise transferred separately.
- O. Section 219 of the *Land Title Act*, provides *inter alia*, that a covenant, whether of a negative or positive nature, in respect of the use of land in favour of the City, may be registered as a charge against the title to that land.
- P. The Approving Officer for the City has approved the application for the subdivision referred to in recital D above subject to the condition, among others, that the easements and covenants contained herein be entered into to provide for certain rights, licences and easements between each of the Parcels and that certain rights be granted in favour of the City and each City Party.

- Q. The ASP Owner, the Remainder Owner and the City have entered into and have, or will concurrent to registration of this Agreement, registered in the Land Title Office a separate easement and *Land Title Act* s.219 covenant which addresses parking and vehicular access to, and maintenance of, the shared parkade within the Development on the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the matters referred to in the foregoing recitals, the covenants and mutual agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties, for themselves and their successors and assigns, hereby acknowledge, agree, covenant, declare and grant as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

In this Agreement, the following terms have the following meanings unless the context otherwise requires:

- (a) **“Approving Officer”** means the person acting as an approving officer for the City pursuant to the *Land Title Act*, and includes, without limitation an employee of the City acting as a nominee or agent of that person in connection with this Agreement;
- (b) **“ASP”** means that area subdivided from the Lands, including the Church, outlined in bold black and shown on the ASP Plan;
- (c) **“ASP Improvements”** means Improvements over, on, or in connection with the Development related to Constructing or Repairing any system, room, service, or area in support of any of the provisions, purposes or rights found in Article 2 of this Agreement.
- (d) **“ASP Owner”** means The Anglican Synod of the Diocese of British Columbia in its capacity as the registered owner of the ASP and each parcel or lot into which the ASP may be subdivided and its respective successors in title in their capacity as the registered owners from time to time of the ASP or any such parcel or lot and, for the purposes of any benefit described in Article 2.3, includes their respective Users;
- (e) **“ASP Plan”** means Air Space Plan EPP138646, prepared by McElhanney, a copy of which is attached to this Agreement as Schedule “A”;
- (f) **“Building Bylaw”** means the Building Bylaw, No. 1848, 1998 of the City of Duncan, as amended and in force and re-enactments or replacements thereof;
- (g) **“City”** means City of Duncan;

- (h) **"City Party"** means any elected official, officer, employee, agent or the Approving Officer of, or for, the City;
- (i) **"Certified Professional"** means an architect or engineer who has been recognized as qualified as a Certified Professional by the Chief Building Official of the City and who has been retained by the Remainder Owner and ASP Owner to advise them regarding Building Bylaw compliance related to their air space parcel subdivision that resulted in the creation of the Remainder and the ASP;
- (j) **"Certified Professional Report"** means the **Air Space Parcel Subdivision Report** prepared by **Robert Halliday, Number Ten Architectural Group** dated **___**, a copy of which is attached hereto as **Schedule "B"**;
- (k) **"Chief Building Official"** means the City's Chief Building Official as defined in the Building Bylaw;
- (l) **"Church"** means the Church building, including any portion thereof, located on the ASP that is owned by the Anglican Synod of the Diocese of British Columbia at the time of this Agreement;
- (m) **"Common Areas and Facilities"** means those areas, facilities, systems, Utility Rooms and Systems, and equipment located in, or upon, the Remainder or the ASP to the extent that they are for the common use and benefit of the Remainder or the ASP, but excluding, for greater certainty, any Exclusive Use Areas and Facilities unless otherwise specifically stated;
- (n) **"Common Costs"** means the aggregate, without duplication or profit, of all costs (whether capital or otherwise) reasonably incurred by each Owner in connection with operating, maintaining, repairing and replacing the Common Areas and Facilities including costs with respect to the following:
 - (i) Structural repairs and replacements, and correcting defects to the structural elements, of the Improvements in respect of Common Areas and Facilities;
 - (ii) Utilities serving or benefitting the Common Areas and Facilities;
 - (iii) Cleaning, janitorial, supervisory and maintenance services in respect of the Common Areas and Facilities;
 - (iv) Garbage and recycling storage and collection;
 - (v) Loading, unloading and delivery of items, possessions, goods or equipment;
 - (vi) Lighting and other services in respect of the Common Areas and Facilities;
 - (vii) Maintaining, repairing and replacing the security gates and

facilities for the Common Areas and Facilities and all required security services therefor; and

- (viii) Landscaping and snow removal in respect of the Common Areas and Facilities;

And specifically excluding the following:

- (i) Exclusive Costs; and
- (ii) Excluded Costs;

But specifically deducting:

- (i) All net recoveries which reduce costs and expenses to operate, clean, maintain, repair or replace areas, facilities, systems or equipment in the Improvements that are situate within that Parcel including:
 - (1) Net recoveries under any warranties,
 - (2) Net recoveries from third parties as a result of any act, omission, default or negligence of such third parties, and
 - (3) Net recoveries under any insurance policies; and
- (ii) Any sales, goods and services, excise or other taxes on goods and services to the extent that input tax credits, refunds or rebates may be claimed or obtained;
- (o) “**Construct**” means to alter, construct, demolish, enlarge, erect, extend, install, maintain, place, reconstruct, replace, remove or renew any structure, improvement, fixture or feature related to the Development and all activities or other work incidental or related to the Development on the Lands or the ASP, and “**Constructing**”, “**Construction**” and “**Constructed**” have a corresponding meaning;
- (p) “**Damaged Improvements**” means any Development or any part thereof that at any time may be defective or be destroyed or damaged;
- (q) “**Defaulting Party**” has the meaning set out in section 5.5;
- (r) “**Development**” in respect of any Parcel means all buildings, erections, improvements and other structures from time to time constructed within such Parcel built in accordance with the plans approved by the City and all subsequent alterations, additions and replacements thereof, as the case may be;
- (s) “**Easements**” means the easements, liberties and rights granted under Article 2 of this Agreement and “**Easement**” means any one of them;

- (t) **"Excluded Costs"** means the following:
 - (i) Property taxes;
 - (ii) Capital costs incurred in connection with the initial construction of the Development;
 - (iii) Depreciation;
 - (iv) Interest charges on overdue accounts, other forms of debt servicing or financing charges;
 - (v) Taxes on income or profits and corporation capital taxes;
 - (vi) Compensation for employees of any Owner or any management company retained by any Owner; and
 - (vii) Fees charged by management companies retained by any Owner;
- (u) **"Exclusive Costs"** means all costs incurred by each Owner as reasonably appropriate for accessing, operating, maintaining, Repairing and replacing the Exclusive Use Areas and Facilities;
- (v) **"Exclusive Use Areas and Facilities"** means those areas, facilities, systems and equipment, or a distinct portion or segment thereof, located in or upon any Parcel for which 95% or more of the use is by one Owner and their respective Users;
- (w) **"Fire Prevention Equipment"** means all fire fighting and fire prevention and detection equipment from time to time situate on a Parcel and includes all fire alarm and sprinkler systems and facilities providing water or electricity to other such equipment;
- (x) **"Improvements"** means any and all buildings, erections, improvements, works and structures now or hereafter constructed within and upon the Parcels and all subsequent alterations, additions and replacements thereof, as the case may be;
- (y) **"Insured Property"** has the meaning set out in section 5.3;
- (z) **"Insuring Owner"** has the meaning set out in section 5.3;
- (aa) **"Interfere"** means unreasonably or unduly interfere with, endanger, impede or disturb any one or more of the following:
 - (i) The Construction, Repair, operation, use or enjoyment of any Development, Utility System or Support Structure;
 - (ii) The uninterrupted availability, use, access to and benefit of Fire Prevention Equipment and Life Safety Equipment;

- (iii) The exercise of the rights and Easements hereby granted; or
- (iv) The use or enjoyment of the property or any part thereof that is subject to the rights and Easements hereby granted (commonly known as the “**servient tenement**”),

And “**Interference**” and “**Interfering**” have a corresponding meaning;

- (bb) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and in force and re-enactments or replacements thereof.
- (cc) “**Lands**” means, collectively, those parcels located within Duncan, B.C. with civic addresses of 486 Jubilee St., 162 First St. and 447 Tyee St., having the following legal descriptions:

PID: _____

LOT _____ BLOCK 1 SECTION 18 RANGE 6 QUAMICHAN DISTRICT PLAN EPP129363;

- (dd) “**Life Safety Equipment**” means any and all present and future machinery equipment, display and control panels, pipes, conduits, wires, cables, meters, pumps and other devices which are required in connection with fire alarms, security emergency alarms and sprinklers serving the Development;
- (ee) “**Other Improvements**” means in respect of the Improvements constructed within and upon each Parcel, the remaining Improvements constructed within and upon the Other Parcels;
- (ff) “**Other Owner**” means in respect of an Owner, the other Owner;
- (gg) “**Other Owner’s Easements**” means the Easements and rights granted by an Owner to the Other Owner, pursuant to Article 2, as the case may be;
- (hh) “**Other Parcel**” means in respect of a Parcel, the other Parcel;
- (ii) “**Owner**” means individually the ASP Owner or the Remainder Owner, as applicable, and “**Owners**” means both of them;
- (jj) “**Parcel**” means individually the ASP or the Remainder and “**Parcels**” means both of them;
- (kk) “**Pedestrian Access Routes**” means those parts of a Parcel (including stairs, stairwells, breezeways, corridors, ramps, airshafts, mechanical shafts, refuge areas, elevators and escalators) which are from time to time designated by the Owner of such Parcel for, or by their nature are intended for the purpose of:
 - (i) Pedestrian emergency exit routes from the Parcel through the

Other Parcel;

(ii) Pedestrian access to and from, and use as pedestrian pathways on, the public areas from time to time existing within the Parcel; and

(iii) Pedestrian access to and from the streets adjacent to the Parcel,

Including without limitation all emergency exits and routes (including corridors, stairs, ramps and stairwells) out of a Development on the Parcel, and all as shown on [redacted] for Pedestrian Access Routes located within the Remainder and as shown on [redacted] for Pedestrian Access Routes located within the ASP;

(ll) **"Prime Rate"** means, at any time, the per annum rate of interest published by the main branch in the City of Duncan of the [redacted] Bank or its successor at such time as its reference rate for setting rates of interest on loans of Canadian dollars and referred to by such bank as its "prime rate", calculated and compounded monthly;

(mm) **"Property Law Act"** means the *Property Law Act*, R.S.B.C. 1996, c. 377, as amended and in force and re-enactments or replacements thereof;

(nn) **"Remainder"** means that area of the Lands that is not within the ASP, which remainder as shown and labelled "1 Plan EPP138645" and "Rem 1 Plan EPP138645" on the ASP Plan;

(oo) **"Remainder Owner"** means The Anglican Synod of the Diocese of British Columbia in its capacity as the registered owner of the Remainder and each parcel or lot into which the Remainder may be subdivided and its respective successors in title in their capacity as the registered owners from time to time of the Remainder or any such parcel or lot and, for the purposes of any benefit described in Article 2.1, includes their respective Users;

(pp) **"Repair"** means:

(i) To inspect and examine any Parcel and any Development from time to time that is situate within any Parcel (including any Support Structures or Utility Systems from time to time situate within any Parcel) for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in a loss of access or egress or support or use to or for the Development on an Other Parcel;

(ii) To remedy or prevent any defect and to repair or prevent any damage to the Development that is situate within a Parcel (including any Support Structures or Utility Systems from time to time situate within any Parcel) which has resulted or is likely to result in a loss of access or egress or support or use to or for

the Development on an Other Parcel; or

- (iii) To take any action reasonably necessary to remedy any failure of an Owner to provide the Other Owner's Easements,

and "**Repairs**" and "**Repairing**" have a corresponding meaning;

- (qq) "**Section 219**" means Section 219 of the *Land Title Act*.
- (rr) "**Service Rooms**" means those rooms and other spaces, as the case may be (whether or not enclosed), which are used for housing or containing Utility Systems;
- (ss) "**Strata Property Act**" means the *Strata Property Act*, S.B.C. 1998, c. 43, as amended and in force and re-enactments or replacements thereof.
- (tt) "**Support Structures**" means the soil and any and all structural elements from time to time within a Parcel which are required to support a Development or Improvements that are situate within any or all of the Other Parcels, including, without limitation, anchors, foundations, columns, footings, supporting walls, floors and ceilings, beams, bents, brackets, bracings and grade or tie beams and further including any concrete, steel, brick, lumber or other materials or any constituent part of such structural elements or support;
- (uu) "**Users**" means the users, owners and tenants, and their workers or invitees, from time to time of all or any part of a Parcel, for whose benefit and use the Easements described in Article 2 and Article 3 inclusive are granted and their respective agents, employees, contractors, invitees, permittees and licensees; and
- (vv) "**Utility Systems**" means any and all present or future machinery, equipment, pipes, conduits, wires, cables, chutes, ducts, vents, stacks, shafts, pumps, display and control panels, light fixtures, heating, air conditioning and ventilating equipment and other devices and systems (including all ancillary appliances, equipment, rooms or other spaces, and emergency generators, which are used at any time for housing or containing such equipment, devices or systems) which are required for and in connection with the provision and supply of any and all services and utilities to a Development, including, without limiting the generality of the foregoing, gas, electricity, water, steam, sewer and drainage systems, air intake, air exhaust, ventilation, fire and emergency alarms, sprinklers, telephone, telecommunication, cable, fibre optic, television, energy conveyance and radio systems, signals and equipment and other systems, and other systems, signals and equipment including communication signals in any form whatsoever (but not including satellite dishes, antennae or other similar communication devices).

1.2 Interpretation

In this agreement, except as otherwise expressly provided or as the context otherwise requires:

- (a) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires;
- (b) Headings and captions are solely for convenience of reference and are not intended to be complete or accurate descriptions of contents or to be guides to interpretation of this Agreement or any part of it;
- (c) The words “including” or “includes”, when following a general statement or term, mean “including (or includes) without limitation” and are not to be construed as limiting the general statement or term to the specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (d) A word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a body corporate or politic includes an individual, and vice versa, as the context or the parties so require;
- (e) A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulations; and
- (f) A reference to “costs” includes costs, expenses, losses and liabilities.

1.3 Schedules

The following are Schedules to this Agreement and form an integral part of this Agreement:

- A. The ASP Plan; and
- B. The Certified Professional Report.

ARTICLE 2 EASEMENTS

2.1 Grant of Easement over ASP

The ASP Owner hereby grants to the Remainder Owner in perpetuity the following non-exclusive, full, free and uninterrupted right, liberty, right-of-way and easement

on, over, within and through the ASP, in common with the ASP Owner and all other persons now or hereafter having the express or implied permission of the ASP Owner or having a similar right, subject to the terms, conditions and limitations stated herein:

- (a) Pedestrian Access Routes. To, together with their employees, agents, workers, contractors, and invitees, enter, go, pass and repass in, over and upon all or any part of the Pedestrian Access Routes which are situate on the ASP as the Remainder Owner or Users may reasonably require, **on foot or by wheelchair or other similar electric or non-electric modes of conveyance**, with or without supplies, equipment, tools or machinery, for the purpose of obtaining pedestrian access to and egress from the ASP, as may be reasonably required for the reasonable use and enjoyment of the Remainder Owner and Users.
- (b) Exterior of Building. After not less than three (3) days prior written notice (except in the case of emergency when no notice is required), to together with their employees, agents, workers, and contractors enter, go, pass and repass in, over and upon those parts of the ASP as the Remainder Owner and Users may reasonable require, **on foot or by wheelchair, or other similar electric or non-electric modes of conveyance**, with or without supplies, equipment and machinery, for the purpose of operating, inspecting, cleaning, Maintaining, Repairing and replacing the windows, roof and the exterior walls of the ASP Improvements, and painting such walls.
- (c) Service Rooms. To, together with their employees, agents, workers, and contractors, enter, go, pass and repass in, over and upon any and all Service Rooms which are situate on the ASP and upon those parts of the ASP to access the Service Rooms as the Remainder Owner or Users of the ASP may reasonably require, **on foot or by wheelchair or other similar electric or non-electric modes of conveyance**, with or without supplies, equipment and machinery, for the purpose of the Construction or Repair of any Utility Systems located within such Service Rooms or for any other reasonable purpose as may be reasonably required for the use and enjoyment of the ASP Improvements in such a manner as may reasonably be required to operate, Construct, Maintain, Repair and inspect the Common Areas and Facilities.
- (d) Utility Systems. To construct, Repair and use within the ASP such Utility Systems as may be reasonably required or the use and enjoyment of any Development which is situate within the Remainder in such locations and in such a manner as may reasonably be required;
- (e) Fire Prevention Equipment. To, together with their employees, agents, workers, and contractors, enter, go, pass and repass in and upon those parts of the ASP as the Remainder Owner may reasonably require for the purposes of Constructing, Repairing or using, in the case of an emergency to life or property, any Fire Prevention Equipment which is situate within the ASP (including, without limitation, any signage, lighting or equipment located within the Pedestrian Access Routes located within the ASP) or any

machinery, equipment or improvements necessary for the use of the Pedestrian Access Routes located within the ASP or any Fire Prevention Equipment which is situate within the ASP;

- (f) Life Safety Equipment. To, together with their employees, agents, workers, and contractors, enter, go, pass and repass in and upon those parts of the ASP as the Remainder Owner may reasonably require for the purposes of Constructing, Repairing or using, in the case of an emergency to life or property, any Life Safety Equipment which is situate within the ASP (including, without limitation, any signage, lighting or equipment located within the Pedestrian Access Routes located within the ASP) or any machinery, equipment or improvements necessary for the use of the Pedestrian Access Routes located within the ASP or any Life Safety Equipment which is situate within the ASP;
- (g) Support. To take actions within the Remainder or the ASP necessary, as determined by a qualified professional engineer, for structural support of the Development or the Support Structures;
- (h) Development of the Remainder. To, together with their employees, agents, workers, and contractors, enter, go, pass and repass in, over and upon those parts of the ASP as the Remainder Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purpose of Constructing or Repairing a Development or any part thereof which is situate within the Remainder, including common building envelope waterproofing systems;
- (i) Construction, Inspection, Maintenance and Repair. At all reasonable times, together with their employees, agents, workers, and contractors, to enter, go, pass and repass in, over and upon those parts of the ASP as the Remainder Owner may reasonably require, on foot or by wheelchair or other similar electric or non-electric modes of conveyance, with or without supplies, equipment, vehicles and machinery, for the purpose of operating, Constructing, inspecting, maintaining, or Repairing Improvements (including, without limitation, the building envelope thereof), Support Structures, Service Rooms or Utility Systems which are situate on or within the ASP and which are designated for the use of, or are used for, the benefit of the Remainder or the Remainder Owner or are the subject of the Remainder Owner's Easements;
- (j) Placement of Materials. At all reasonable times, after reasonable notice (except in the case of emergency when no notice is required), to, together with their employees, agents, workers, and contractors, place and store material (including, without limitation, tools, implements, scaffolding, machinery, equipment, construction materials, trailers, rubbish and debris) reasonably required for the Construction, Repair or other work referred to in this section 2.1 in such locations on the ASP as may reasonably be required by the Remainder Owner, provided that the placing and storing of material as herein provided:

- (i) Does not Interfere with the ASP;
- (ii) Will not render the ASP Owner liable therefor as a bailee;
- (iii) Complies with all reasonable security rules of the ASP Owner; and
- (iv) Upon substantial completion of any Construction, Repair or other work on the ASP, the Remainder Owner will thereupon forthwith remove from the ASP any material referred to in this subsection 2.1(j)(iv) and leave those portions of the ASP used for such purposes in the same condition as prior to the placement or storage of such materials; and
- (k) Equivalency Requirements. To enter, go, pass and repass in and upon those parts of the ASP as the Remainder Owner and Users may reasonably require for the purpose of accessing and existing, inspecting, Constructing, maintaining, or Repairing in compliance with the Equivalency Requirements;
- (l) Generally. To do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this section 2.1.

2.2 Benefit and Burden

The Easements granted in section 2.1 shall be appurtenant to and for the benefit of the Remainder and shall charge and be a burden upon the ASP.

2.3 Grant of Easement over Remainder

The Remainder Owner hereby grants to the ASP Owner in perpetuity the following non-exclusive, full, free and uninterrupted right, liberty, right-of-way and easement on, over, within and through the Remainder, in common with the Remainder Owner and all other persons now or hereafter having the express or implied permission of the Remainder Owner or having a similar right, subject to the terms, conditions and limitations stated herein:

- (a) Pedestrian Access Routes. To, together with their employees, agents, workers, contractors, and invitees, enter, go, pass and repass in, over and upon all or any part of the Pedestrian Access Routes which are situate on the Remainder as the ASP Owner or Users may reasonably require, on foot or by wheelchair or other similar electric or non-electric modes of conveyance, with or without supplies, equipment, tools or machinery, for the purpose of obtaining pedestrian access to and egress from the Remainder, as may be reasonably required for the reasonable use and enjoyment of the ASP Owner and Users.
- (b) Exterior of Building. After not less than three (3) days prior written notice (except in the case of emergency when no notice is required), to, together

with their employees, agents, workers, contractors, and invitees, enter, go, pass and repass in, over and upon those parts of the Remainder as the ASP Owner and Users may reasonable require, on foot or by wheelchair, or other similar electric or non-electric modes of conveyance, with or without supplies, equipment and machinery, for the purpose of operating, inspecting, cleaning, maintaining, Repairing and replacing the Windows and the exterior walls of the Remainder Improvements, and painting such walls.

- (c) Service Rooms. To, together with their employees, agents, workers, contractors, and invitees, enter, go, pass and repass in, over and upon any and all Service Rooms which are situate on the Remainder and upon those parts of the Remainder to access the Service Rooms as the ASP Owner or Users of the Remainder may reasonably require, on foot or by wheelchair or other similar electric or non-electric modes of conveyance, with or without workers, supplies, equipment and machinery, for the purpose of the Construction or Repair of any Utility Systems located within such Service Rooms or for any other reasonable purpose as may be reasonably required for the use and enjoyment of the Remainder Improvements in such a manner as may reasonably be required to operate, Construct, Maintain, Repair and inspect the Common Areas and Facilities.
- (d) Utility Systems. To construct, Repair and use within the Remainder such Utility Systems as may be reasonably required or the use and enjoyment of any Development which is situate within the ASP in such locations and in such a manner as may reasonably be required;
- (e) Fire Prevention Equipment. To, together with their employees, agents, workers, contractors, and invitees, enter, go, pass and repass in and upon those parts of the Remainder as the ASP Owner may reasonably require for the purposes of Constructing, Repairing or using, in the case of an emergency to life or property, any Fire Prevention Equipment which is situate within the Remainder (including, without limitation, any signage, lighting or equipment located within the Pedestrian Access Routes located within the Remainder) or any machinery, equipment or improvements necessary for the use of the Pedestrian Access Routes located within the Remainder or any Fire Prevention Equipment which is situate within the Remainder;
- (f) Life Safety Equipment. To, together with their employees, agents, workers, contractors, and invitees, enter, go, pass and repass in and upon those parts of the Remainder as the ASP Owner may reasonably require for the purposes of Constructing, Repairing or using, in the case of an emergency to life or property, any Life Safety Equipment which is situate within the Remainder (including, without limitation, any signage, lighting or equipment located within the Pedestrian Access Routes located within the Remainder) or any machinery, equipment or improvements necessary for the use of the Pedestrian Access Routes located within the Remainder or any Fire Prevention Equipment which is situate within the Remainder;

- (g) Support. To take actions within the Remainder or the ASP necessary, as determined by a qualified professional engineer, for structural support of the Development or the Support Structures;
- (h) Development of the Remainder. To, together with their employees, agents, workers, contractors, and invitees, enter, go, pass and repass in, over and upon those parts of the Remainder as the ASP Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purpose of Constructing or Repairing a Development or any part thereof which is situate within the ASP, including common building envelope waterproofing systems;
- (i) Construction, Inspection, Maintenance and Repair. At all reasonable times, to, together with their employees, agents, workers, contractors, and invitees, enter, go, pass and repass in, over and upon those parts of the Remainder as the ASP Owner may reasonably require, on foot or by wheelchair or other similar electric or non-electric modes of conveyance, with or without supplies, equipment, vehicles and machinery, for the purpose of operating, Constructing, inspecting, maintaining, or Repairing Improvements (including, without limitation, the building envelope thereof), Support Structures, Service Rooms or Utility Systems which are situate on or within the Remainder and which are designated for the use of, or are used for, the benefit of the ASP or the ASP Owner or are the subject of the ASP Owner's Easements;
- (j) Placement of Materials. At all reasonable times, after reasonable notice (except in the case of emergency when no notice is required), to, together with their employees, agents, workers, contractors, and invitees, place and store material (including, without limitation, tools, implements, scaffolding, machinery, equipment, construction materials, trailers, rubbish and debris) reasonably required for the Construction, Repair or other work referred to in this section 2.3 in such locations on the Remainder as may reasonably be required by the ASP Owner, provided that the placing and storing of material as herein provided:
 - (i) Does not Interfere with the Remainder;
 - (ii) Will not render the Remainder Owner liable therefor as a bailee;
 - (iii) Complies with all reasonable security rules of the Remainder Owner; and
 - (iv) Upon substantial completion of any Construction, Repair or other work on the Remainder, the ASP Owner will thereupon forthwith remove from the Remainder any material referred to in this subsection 2.3(j)(iv) and leave those portions of the Remainder used for such purposes in the same condition as prior to the placement or storage of such materials; and

- (k) Equivalency Requirements. To enter, go, pass and repass in and upon those parts of the Remainder as the ASP Owner and Users may reasonably require for the purpose of accessing and existing, inspecting, Constructing, maintaining, or Repairing in compliance with the Equivalency Requirements;
- (l) Generally. To do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this section 2.3.

2.4 Benefit and Burden

The Easements granted in section 2.3 shall be appurtenant to and for the benefit of the ASP and shall charge and be a burden upon the Remainder.

ARTICLE 3

SECTION 219 COVENANT

3.1 Section 219 Covenant

Pursuant to Section 219 of the *Land Title Act*, each Owner covenants and agrees with the City in respect of its respective Parcel as a covenant charging and running with and binding each of the Parcels respectively that:

- (a) Restriction on Alienation. In accordance with s.219(2)(d) of the *Land Title Act*, the Owners covenant and agree that the ASP shall not be sold or otherwise transferred separately from the Remainder Parcel; for certainty, this does not restrict disposition of interests in either of the Parcels including leasing of the entirety of a Parcel separate from the other.
- (b) No Stratification. Each Owner covenants and agrees under s.219(2)(c) of the *Land Title Act*, that the Lands must not be stratified or further subdivided under the *Strata Property Act*.
- (c) No Suspension or Termination. Each Owner covenants and agrees that the Easements must not be suspended, interrupted or terminated, and the Owners shall each refrain from seeking any judgment, order or declaration of termination, except with the written consent of the Approving Officer.
- (d) No Liability of City. The City is a party to this Agreement in respect of this Article 3 for the purposes only of receiving any rights granted to it in this Article 3, and, without limiting the generality of the foregoing, each Owner covenants and agrees with the City and any City Party that neither the City nor any City Party shall be liable for anything done or failed to be done pursuant to, or associated with, any provision of this Agreement.
- (e) No Modification or Release. Each of the Owners covenants and agrees each with the other and with the City that all or any of the easements, covenants, agreements and rights granted pursuant to the provisions of this Agreement shall not be modified, abandoned, surrendered, released or discharged without the prior written consent of the City.

- (f) Indemnity to, and Release of, City by Owners. Each Owner covenants and agrees with the City that each Owner hereby releases and will indemnify and save harmless the City and each City Party from any and all manner of actions, causes of action, claims, demands, damages, suits, losses, proceedings, expenses, judgments and costs (including legal fees and disbursements on an indemnity basis) arising out of, or in any way related to, or that would not or could not be sustained "but for" any of the following:
- (i) This Agreement, including but not limited to:
 - (1) The Easements granted hereunder;
 - (2) The loss or abridgement of the Easements granted hereunder; and
 - (3) The exercise of the Easements granted hereunder.
 - (ii) Any release of this Agreement on the loss of any of the rights granted hereunder;
 - (iii) Any personal injury, damage or death occurring in or on either of the Parcels;
 - (iv) The approval of the subdivision creating the Parcels by the Approving Officer and the requirement to grant reciprocal Easements as provided in this Agreement;
 - (v) A claim made against the City or a City Party notwithstanding subsection 3.1(b) above.
 - (vi) The agreement by the City and Chief Building Official to treat the ASP Development and the Remainder Development as a single building for the purposes of the Building Bylaw and acceptance by the Chief Building Official of the Certified Professional's Report for that purpose;
 - (vii) Any failure by the City because of, or related to, consideration of the ASP Development and the Remainder Development as a single building and unsubdivided development site, to enforce any City by-law applicable to the ASP Development or the Remainder Development to the fullest extent, or at all; and
 - (viii) The non-compliance, if any, of the ASP Development or the Remainder Development with any City bylaw as set out in the Certified Professional Report.
- (g) Except as specifically set forth in this Agreement, each of the Owners covenants and agrees to Construct, Repair and maintain as and when

required, the respective Parcel as granted by the respective Easements and rights, including:

- (i) Fire Prevention Equipment;
 - (ii) Life Safety Equipment;
 - (iii) Service Rooms;
 - (iv) Exterior of Building;
 - (v) Utility Systems; and
 - (vi) Support Structures.
- (h) Remedies. The Remainder Owner and the ASP Owner, as the case may be, covenant and agree that damages will not be an adequate remedy for the City for any breach by the Remainder Owner or the ASP Owner of its respective obligations under the Section 219 covenants in this Agreement and that the City is entitled to an order for specific performance or a prohibitory or mandatory injunction in order to complete performance of the obligations of the Remainder Owner or the ASP Owner under this Agreement.
- (i) Costs. The Remainder Owner and the ASP Owner covenant and agree that in any proceeding relating to this Agreement, the City is entitled to its costs on a solicitor and own client basis.
- (j) Single Building. Each Owner covenants and agrees that it has requested, and the City covenants and agrees, to treat each Development and components of Development on each Parcel as a single building for the purposes of the Building Bylaw and that, as a result, in addition to the interconnecting Easements required by this Agreement the Development on each Parcel will share the same building services, including services provided to Common Areas and Facilities, which may include but is not limited to water, sewage and drainage, storm, gas, electrical, fire alarm, fire suppression, and emergency generators, with cost sharing and primary responsibility for operation and maintenance being allocated between the Owners.
- (k) Certified Professional Report. Each Owner covenants and agrees that in considering the compliance of the Development on the ASP and the Development on the Remainder with the Building Bylaw, the City has fully relied upon the analysis in the Certified Professional Report for such purposes. The opinion of in such Certified Professional Report is that compliance with the recommendations in the Certified Professional Report will result in each Owner's Development being in compliance with the Building Bylaw, and each Owner covenants and agrees that upon the registration of this Agreement, those recommendations will be fully

satisfied.

- (l) Compliance with Certified Professional Report. Each Owner covenants and agrees with the City that the Developments constructed on the ASP and the Remainder fully comply with recommendations and requirements set out in the Certified Professional Report.

ARTICLE 4 RESERVATIONS

4.1 Reservations

Notwithstanding the Easements granted in Article 2 there is hereby reserved to each Owner in respect of such Owner's Parcel, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. Subject to subsection 5.1(c), to temporarily interrupt the access, use and enjoyment of the Other Owner and/or its Users of the Other Owner's Parcel in respect of such Owner's Parcel for the purposes of Constructing, inspecting, maintaining, Repairing, replacing, altering, demolishing, renewing or reconstructing the Improvements within such Owner's Parcel in any manner which does not unreasonably Interfere with the efficient functioning of the Improvements within the Other Parcel or the access, use and enjoyment of the Other Parcel as may be required by such Owner or as the such Owner may deem expedient provided that
 - (i) Any such temporary interruption is as short as reasonably possible;
 - (ii) Reasonable notice of the intended interruption is provided (except in the case of emergency when no notice will be required). For greater certainty, posting such notices in the lobby of the Church will be sufficient notice of such temporary interruption;
 - (iii) Measures are taken by the Owner during the period of the interruption to provide (at its sole cost notwithstanding anything else contained in this Agreement) the Other Owners with adequate alternative pedestrian access, utility services, and other Easement benefits so interrupted, if appropriate; and
 - (iv) Any damage to the Utility Rooms and Systems as a result of such interruption (including any Repairing or reconstruction activities in connection therewith) will promptly be restored by and at the sole cost of the Owner that exercised such right of interruption.
- (b) Grant Right of Way. To grant statutory rights of way or easements in favour of the City or other governmental entities or any public entity, public utility or public authority or any other person, firm or corporation over such

Owner's Parcel or any portion thereof which statutory rights of way and easements shall, if required by the City, other governmental entities, public entity, public utility or public authority or any other person, firm or corporation which is the beneficiary of such statutory rights of way or easements take precedence over the rights and easements granted herein; and

- (c) Rules and Regulations. To make, amend, enforce and rescind reasonable rules, regulations and security arrangements governing, restricting or affecting the manner in which the portions of a Parcel that are subject to the Other Owner's Easement, or any part or parts thereof, may be used or enjoyed and to take all such reasonable actions as may be necessary to enforce or prevent any breach of such rules and regulations PROVIDED THAT such rules and regulations are solely for the purpose of regulating the hours of use, enjoyment, safety, security, cleanliness, management, maintenance or operation of the portions of a Parcel subject to the Other Owner's Easement, or any part or parts thereof, that such rules and regulations apply equally to all Owners and shall not treat any of them differently from the others and that such rules do not unreasonably restrict the exercise of the easements granted herein.

ARTICLE 5 COVENANTS

5.1 Owner's Covenant

Each Owner hereby covenants and agrees with the Other Owner that each Owner shall:

- (a) Indemnity. At all times and from time to time indemnify and save harmless the Other Owner from and against any and all manner of actions, causes of action, claims, demands, damages, suits, losses, proceedings, expenses, judgments and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever and arising directly or indirectly out of or in any way related to the exercise by the Owner or its employees, servants, agents, contractors, licensees or invitees of their rights hereunder by reason of or with respect to any injury to person or persons, including death, resulting at any time hereafter and any damage to or loss of property suffered by any of the Other Owner or others, except to the extent it is caused by the negligence or wilful misconduct of such Other Owner or persons for whose conduct such Other Owner is responsible;
- (b) Not to Interfere with the Other Parcels. Insofar as it is practicable so to do, exercise, and cause its employees, servants, agents, contractors, licensees and invitees to exercise, its rights hereunder in such a manner as not to Interfere with the Other Parcel;
- (c) Minimize Nuisance. Use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Other Parcel arising out of any

Construction or Repair carried out on a Parcel;

- (d) Not to Interfere with the Other Owner's Easement. Subject to section 4.1, not do and not permit its employees, servants, agents, contractors, licensees or invitees to do, any act or thing which, in the reasonable opinion of any of the Other Owner, would Interfere with the respective Other Owner's Easement and will keep the portions of the Parcel which is the subject of an Other Owner's Easement clean and clear of all debris or other obstructions;
- (e) Repair. Promptly and properly Repair all damage to the Other Parcel caused by any work done by such Owner, its employees, servants, agents, contractors, licensees and invitees in connection with the Construction or Repair of a Development on its Parcel at the conclusion of such work in order to meet good and prudent standards of repair;
- (f) Installation. Only install Utility Systems within the Other Parcel in Common Areas and Facilities, floors and walls of the Development thereon and, in doing so, ensure that there is always a means to measure separately the consumption or usage of any particular Utility System by the Owner;
- (g) Discharge Liens. Not create or permit to remain and shall remove and discharge or cause to be removed and discharged promptly, at the cost and expense of the Owner, any lien, encumbrance or charge or claim of lien upon the Other Parcel which arises out of the exercise of the Owner's rights under Article 2 to Article 3, as applicable, or the fulfilment of the Owner's rights and obligations hereunder by such Owner;
- (h) Continuing Support. Not act or will not omit to do anything and will suffer no condition to exist at any time in or upon a Parcel which shall in any manner Interfere with the support of any Development and will not remove any Support Structures without providing or ensuring sufficient or equivalent alternate support for such Development;
- (i) Rules and Regulations. Abide by any rules, regulations and security arrangements established by an Other Owner pursuant to subsection 4.1(c);
- (j) Maintain. Promptly and properly keep and Repair the areas which are subject to the Easements granted hereunder in a good and proper state of repair and in a clean and safe condition at all times in accordance with the standard of first class buildings of similar kind, including without limitation the exterior the Development constructed on its Parcel;
- (k) Sale of Parcel. Not sell or transfer, directly or indirectly, any legal or beneficial interest in the Owner's Parcel unless, as a condition thereof and prior thereto, the Owner causes the purchaser or transferee to enter into an assumption agreement pursuant to which the purchaser or transferee agrees to assume, be bound by and observe all of the obligations, positive or negative, of the Owner hereunder from and after the effective date of the sale or transfer; and

- (l) Compliance with Applicable Legislation. Comply with all applicable laws, regulations and bylaws of governmental authorities applicable to their Development, with respect to the operation, Repair, maintenance and upkeep of their Parcel and the Development constructed thereon and each Owner will not carry out any improvements or Repair to their respective Development except in compliance with such laws, regulations or bylaws.
- (m) Notice. Except in the case of an emergency, provide reasonable notice to each of the Other Owners of any required Construction or Repair of such Other Owner's Parcel as provided herein and coordinate such access with such Other Owner prior to the First Owner entering upon the Other Owner's Parcel to carry out such Construction or Repair.

5.2 Maintenance

Except as may otherwise be provided herein, each of the Owners covenants and agrees to:

- (a) Repair and maintain its respective Parcel and the components of the Development Constructed therein, including in each case any and all areas and facilities which are the subject of the Easements herein granted, to the standard that a prudent owner of the Development or relevant component of the Development would Repair them;
- (b) Insofar as it is practicable so to do, retain the same maintenance or repair contractor to carry out any ongoing maintenance or special repair work and, where appropriate, share the cost of any such contractor on a reasonable and equitable basis;
- (c) Make all reasonable efforts, in good faith, to cooperate with the Other Owner with respect to the maintenance and repair of the areas and facilities which are the subject of this agreement and the Easements created herein;
- (d) Repair and maintain Utility Systems within its respective Parcel, including in each case any and all areas and facilities which are the subject of the Easements herein granted, to the standard that a prudent owner of the Development or relevant component of the Development would Repair them, subject to reimbursement by each Other Owner whose Parcel enjoys the benefits of such Utility Systems of that Owner's Portion of costs unless otherwise specified by a Cost Sharing Agreement.

5.3 Insurance by Owners

Each Owner (for the purposes of this section, the "**Insuring Owner**") hereby covenants and agrees with the Other Owner that the Insuring Owner shall insure and perform the following covenants in respect of the Development on its respective Parcel (for the purposes of this section, collectively called the "**Insured Property**"), for itself and for the benefit of the Other Owner:

- (a) The Insuring Owner shall, at its sole cost and expense, and in addition to and not in substitution for any policies of insurance maintained by the Other Owner, take out and keep in full force and effect, or cause to be maintained, with insurers and on terms to which the Other Owner has no reasonable objection, policies of:
- (i) Insurance against fire and other risks of physical loss or damage covered by a standard all-risks policy, and insurance against all other hazards, including earthquake, flood, sewer backup, leakage from fire protection equipment, covered by policies normally in use from time to time by prudent owners of properties similar to the Insured Property in an amount equal to the full replacement cost thereof;
 - (ii) comprehensive public liability insurance, including all risks normally insured by prudent occupants in connection with the use and occupancy of properties similar to the Insured Property, in respect of the use and occupancy of the Insured Property, for claims for personal injury, death or property damage arising out of any one occurrence with limits that are prudent for an owner of a development similar to the Insured Property in an amount of **at least \$5,000,000.00** or such greater amount as the Insuring Party may reasonably require from time to time for claims for personal injury, death or property damage arising from or out of any one occurrence;
 - (iii) If equipment or apparatus normally the subject of boiler and pressure vessel insurance is located on the Insured Property, boiler and pressure vessel insurance in such amount as is normally effected having regard to the nature of such equipment or apparatus; and
 - (iv) During Construction of any Development which is comprised in the Insured Property:
 - (1) Course of construction insurance in such amount as would normally be carried out by a prudent owner or properties similar to the Development contemplated for the Insured Party with the Other Owner and their respective mortgagees as named insureds and extended to cover the Other Owner, to the extent reasonably possible; and
 - (2) Wrap-up liability insurance in such amount as would normally be carried by a prudent owner of properties similar to the Insured Property for the period of construction plus 24 months completed operations extension, with the Other Owner and their respective mortgagees as named insureds and affording protection to the Other Owner and the contractor, developer and all subcontractors, consultants and

architects employed or engaged in respect of the Insured Property and the Insuring Owner in respect of cross-liability and severability of interests; such policy of insurance shall not exclude damage to the Insured Property either during construction or the ensuing 24 month period; and

- (b) The Insuring Owners shall from time to time, whenever reasonably required by the Other Owner, furnish to such Other Owner certificates of insurance, certificates of renewal and other documents appropriate to evidence the insurance from time to time in force as required by this section 5.3. If the Insuring Owner shall fail to insure as required under this section 5.3, the Other Owner, after written notice to the Insuring Owner, may, but shall not be obliged to, effect such insurance in the name and at the expense of the Insuring Owner, and the Insuring Owner shall promptly repay the Other Owner for all costs incurred by the Other Owner in so doing;
- (c) Each Owner must be shown as named insured on all policies of Insurance and the City must be named as an additional insured on all policies of Insurance referenced in this section 5.3 taken out by the ASP Owner, Remainder Owner, as required pursuant to the Statutory Right of Way and all Insurance proceeds must be payable as their interests may appear. All of the Owners agree to apply all of such Insurance proceeds so received towards the repair and replacement of the Insured Property. The Insuring Owner shall, from time to time, whenever reasonably required by the Other Owners, furnish to such Other Owners certificates of insurance, certificates of renewal and other documents appropriate to evidence the Insurance from time to time in force as required by this section 5.3. If the Insuring Owner shall fail to insure as required under this section 5.3, the Other Owners, or any one or more of them, after written notice to the Insuring Owner, may, but shall not be obliged to, effect such Insurance in the name and at the expense of the Insuring Owner, and the Insuring Owner shall promptly repay the Other Owners for all costs incurred by the Other Owners in so doing;
- (d) The Insurance referenced in section 5.3(a)(i) and (ii) shall bear an endorsement to the effect that the insurer shall not effect any material change or amendment to the policy or any cancellation of the policy without first giving the insureds, the additional insureds and the named insureds on such policies of Insurance at least sixty (60) days prior written notice by registered mail; and
- (e) The Insuring Owner is required to insure its own improvements and contents and to place its own commercial general liability insurance for third party claims arising out of the operations of or use by such Insuring Owner or the operations of or use by the tenant or licensee of such Insuring Owner;
- (f) For purposes of clarity, the Owners covenant and agree that, with the exception of the insurance contemplated in section 5.3(c), insofar as it is

reasonable and prudent to do so, the Owners shall obtain common insurance policies for each of the Parcels and the components of the Development constructed therein (including common terms and conditions of such insurance policies including, without limitation, deductibles, insurance limits and other similar terms and conditions), subject to reimbursement to an Insuring Owner by the Other Owner of their Owner's Portion of the costs of such Insurance (hereinafter collectively called the "Insurance Cost" or the "Insurance Costs"), unless otherwise specified by a Cost Sharing Agreement. Notwithstanding the foregoing, each Insuring Owner agrees to make all reasonable efforts, in good faith, to cooperate with the Other Owner in respect to obtaining, placing and maintaining Insurance as aforesaid and to pay its Owner's Portion of the cost of such Insurance Policies, unless otherwise specified by a Cost Sharing Agreement;

- (g) The provisions of this section 5.3 shall apply *mutatis mutandis* to the procedure for the Other Owners reimbursing an Insuring Owner the costs described in this section 5.3. In addition, each of the Owners agrees to pay its Owner's Portion as aforesaid of any deductibles, unless otherwise specified by a Cost Sharing Agreement; provided however that if it is the party responsible for causing the loss or damage to the Insured Property, it shall forthwith pay the costs of all deductibles to the insurer without reimbursement;
- (h) Notwithstanding the above, the Owners further covenant and agree:
 - (i) If an Insuring Owner or its authorized assignee or lessee is entitled to a discount on its insurance premiums, for example because it is a member of an association which offers bulk insurance rates, then the entire amount of any discount shall be applied solely to that Insuring Owner's share of the insurance premiums and shall not be shared among all Owners;
 - (ii) If an Insuring Owner or its authorized assignee or lessee is entitled to a discount then it is responsible for applying for and obtaining the discount; and
 - (iii) If an Owner or its authorized assignee or lessee requires insurance coverage in excess of that which is required by the other Owners, due to the use of its Parcel or for any other reason, then the Owner of the Parcel requiring the extra insurance shall be solely responsible for the cost of the excess insurance and the cost of the excess insurance shall not be shared among all Owners.
- (i) The Owners further covenant and agree that if any Insuring Owner (a "Defaulting Insuring Owner") fails to obtain and place any portion of the Insurance for which it is responsible on the terms and conditions set out hereinbefore in this section 5.3 then any one or more of the Other Owners

(individually and collectively the “Performing Insuring Owner”) may obtain and place such Insurance which has not been obtained and placed by the Defaulting Insurance Owner the costs of which (the “**Defaulted Insurance Costs**”) shall be borne proportionately as set out in Article 7 hereof and the Defaulting Insuring Owner shall, on demand, reimburse the Performing Insuring Owner its Owner’s Portoin, unless otherwise specified by written agreement made between the parties, of the Defaulted Insurance Costs incurred by the Performing Insuring Owner as set out in Article 7 hereof.

5.4 Reconstruction

Each Owner covenants and agrees:

- (a) In the event that any Development or part thereof which is situate on a Parcel is damaged or destroyed by reason of fire, tempest, flood, earthquake or other acts of God or man and the Repair or reconstruction thereof is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of such damaged and destroyed Development or part thereof, shall forthwith take such action as is necessary to leave the areas which are subject to the Other Owner’s Easements in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard; and
- (b) If the Development or any component thereof is defective or is damaged or destroyed by any cause whatsoever, each Owner shall either forthwith obtain all necessary permits from the relevant governmental authorities to commence Repair and reconstruction of the component of the Development within its Parcel, so as to ensure the continued functionality of the Development, or permit the other Owners at the expense of the Owner whose Parcel is defective, damaged or destroyed, to obtain such permits and undertake such Construction or make such Repairs as may be necessary to provide support, services and access to its Improvements and to otherwise enjoy the benefit of the rights granted under the Easements contained herein as such other party shall see fit.

5.5 Default

If any Owner (the “**Defaulting Party**”) fails to perform any of its obligations or covenants under this Agreement, the Other Owner may, at its discretion, perform any of the Defaulting Party’s obligations or covenants and the Defaulting Party will, on demand, reimburse the Other Owner on a complete indemnity basis for all reasonable costs and expenses (inclusive of interest at the Prime Rate plus 2%) of doing so.

ARTICLE 6 MODIFICATIONS OF EASEMENTS

6.1 Replacement Easements

As an integral part of the grant of easements contained in Article 2 hereof, subject always to subsection 3.1(c), subsequent to or in contemplation of damage to, demolition or destruction of or renovations to the Development which is situate within any of the Parcels, each Owner shall, if so requested by an Other Owner in writing, duly execute in registrable form and deliver to such Other Owner such modifications to this Agreement in a form and on such terms and conditions as the Other Owner and such Owner shall agree. There shall be no compensation or valuable consideration payable to the Owner by the Other Owner therefor. It is the intent of the parties hereto that any modifications to this Agreement shall be at least equal in utility, security, value and convenience to the Owner as the respective easements and licences granted hereunder and, provided that such modifications to this Agreement are so equal, it is also intended that the modifications to this Agreement Interfere as little as possible with the use and enjoyment of each Parcel by the respective Owner.

6.2 Discharge of Replaced Easements

Following execution and delivery by the Owner of any agreement containing modifications, replacement easements and licences in accordance with section 6.1, the Other Owner shall, to the extent only that the easements and licences hereunder have been replaced, execute in registrable form and deliver to the Owner a surrender and discharge of the easements and licences so replaced.

6.3 Priority

Any modifications hereof or any replacement easements on the ASP or the Remainder will be registered in the Land Title Office and the parties will make their best efforts to ensure that any such modifications or replacement easements will have priority over any charges or encumbrances which permit the exercise of any rights or remedies which might prejudice the rights so granted to the holder of such easements to the extent practicable, other than any charges or encumbrances in favour of the City.

ARTICLE 7 COST SHARING

7.1 Definitions

In this Article 7 the following terms have the definitions now assigned unless otherwise specifically provided or the context so requires:

- (a) **“Annual Shared Costs Statement”** has the meaning set out in subsection 7.4(d);
- (b) **“Collecting Party”** has the meaning set out in subsection 7.4(b);

- (c) **“Common Areas and Facilities”** means those Utility Systems, Fire Prevention Equipment, Life Safety Equipment, Pedestrian Access Routes, Service Rooms and any other areas, facilities, systems and equipment located in or upon a Parcel which are for the common use and benefit of the Owners and which are the subject of the easements granted hereunder, as well as any building envelope systems which benefit the Developments on both Parcels;
- (d) **“Cost Sharing Agreement”**, means a written cost sharing agreement, separate to this Agreement, which may be entered into by the Owners to specify each Owner’s share with regard to any costs for Constructing, Repairing, maintaining, installing, inspecting, demolishing or reconstructing Utility Systems, Service Rooms and Support Structures and other services which benefit the Development.
- (e) **“Exclusive Use Areas and Facilities”** means those Utility Systems, Fire Prevention Equipment, Pedestrian Access Routes, Service Rooms and any other areas, facilities, systems and equipment located in or upon the Development for which ninety-five (95%) percent or more of the use, enjoyment or benefit is by any one Owner only;
- (f) **“GST”** means any tax levied pursuant to Part IX of the Excise Tax Act (Canada) or any tax levied in replacement thereof;
- (g) **“Major Damage”** means:
 - (i) **Thirty-five (35%)** percent or more of the area of a Development within any Parcel or Parcels, as the case may be, is damaged or destroyed; or
 - (ii) A Development within a Parcel is substantially destroyed; or
 - (iii) A Development within a Parcel is condemned; or
 - (iv) The insurers for any of the Parcels, pursuant to policies of insurance maintained in accordance with Article 6 hereof, elect to treat such Development as a total loss;

provided that the determination of the extent of damage or destruction in paragraph (i) and (ii) above shall be made by a professional engineer chosen by the Owners whose Development has suffered damage or destruction;
- (h) **“Owner’s Portion”** means:
 - (i) In the case of the ASP Owner, 20%; and
 - (ii) In the case of the Remainder Owner, 80%;
- (i) **“Prime Rate”** means, at any time, the per annum rate of interest published by the main branch in the City of Duncan of the **___ Bank** or its successor

as its reference rate for setting rates of interest on loans of Canadian dollars and published by such bank as its “prime rate”, PROVIDED HOWEVER, that if a court or arbitrator holds that this definition of Prime Rate is vague, uncertain or otherwise defective, then the Prime Rate shall be 1% above the per annum rate of interest established by the Bank of Canada as the rate payable on overnight loans by Canadian chartered banks.

- (j) **“Quarterly Shared Costs Statement”** has the meaning set out in subsection 7.4(a);
- (k) **“Reimbursable Costs”** means the costs and expenses to operate, maintain, repair and replace and insure the Common Areas and Facilities (minus any recoveries that reduce such costs) plus reasonable administrative fees not to exceed 10% of such adjusted costs and expenses, and **“Reimbursable Cost”** means any one of such costs;
- (l) **“Reimbursing Party”** has the meaning set out in subsection 7.4(b).

7.2 Annual Budget for Reimbursable Costs

At least 30 days prior to the beginning of each calendar year, each Owner will prepare a budget setting out its estimate of Reimbursable Costs for its Parcel. Each Owner will deliver its budget to the Other Owner.

7.3 Cost Sharing

Each Owner covenants and agrees:

- (a) The Common Costs will be shared by the Owners in accordance with each Owner’s Portion, unless otherwise specified by a Cost Sharing Agreement;
- (b) The Common Costs incurred hereunder by each of the respective Owners will be reasonable and prudent having regard to each Owner’s obligation to contribute its share of the Common Costs in accordance with each Owner’s Portion, unless otherwise specified by a Cost Sharing Agreement;
- (c) Except for payment of the Common Costs of as expressly provided herein, each Owner will be responsible for its own costs with respect to the inspection, operation, maintenance, Repair, replacement, alteration, demolition, reconstruction and renewal of that Owner’s Improvements;
- (d) Prior to the commencement of each calendar year the Owners will prepare and by November 30 of such preceding year, submit to the Other Owners, a budget of anticipated Common Costs for the ensuing year, which budget will be based on recurring expenses for the previous years. If an Owner objects to any such budget, such Owner will within 40 days of the last day of such calendar year, notify the Other Owner or Other Owners as the case may be who would be potentially affected by such budget item;

- (e) To reimburse the Other Owner for the respective Owner's Portion of Reimbursable Costs incurred by the Other Owner. Compliance with this section 7.3 by an Owner is a condition of the exercise and enjoyment of the rights granted to such Owner in this Agreement, subject to subsection 3.1(a);
- (f) Any Construction or Repair of Common Areas and Facilities must be done by qualified individuals, and before entering into any contract for Repair of any Improvement in connection with Common Areas and Facilities or for insurance the costs of which are to be shared by more than one Owner, an Owner (the "**Initial Owner**") must obtain a quote (the "**Initial Quote**") from a reputable supplier of the required services (the "**Initial Supplier**") for all costs which the Initial Owner shall incur but which are to be shared with any other Owners. The Initial Owner shall deliver a copy of such Initial Quote to each of the Owners that are required to share such cost for review and approval. If any of the Owners cannot agree on the Initial Quote, such owner or owners must obtain a quote (the "**Subsequent Quote**") for the required services from an equally reputable supplier of the required services (the "**Subsequent Supplier**"), the costs of which must be less than 95% of the costs set out in the Initial Quote and deliver a copy of the Subsequent Quote to each of the Owners that are to share such cost within 30 days of having received the Initial Quote. Under such circumstances, the Subsequent Quote shall be deemed to be approved by all of the Owners (including the Initial Owner). If the Subsequent Quote has not been delivered to the Owners that are to share in such cost within the 30 day period specified herein, the Initial Quote shall be deemed to be approved by all of the Owners (including the Initial Owner).

7.4 Payment of Reimbursable Costs

The procedure for an Owner to reimburse an Other Owner for the Owner's Portion of Reimbursable Costs incurred by that Other Owner shall be as follows:

- (a) On or before thirty (30) days after the last day of each calendar quarter in each calendar year, with the exception of the fourth quarter, each Owner incurring expenses as provided herein shall furnish to the other a statement in writing (the "**Quarterly Shared Costs Statement**") certified by an officer of the Owner, showing the particulars of the Reimbursable Costs incurred by that Owner for the immediately preceding calendar quarter in reasonable detail, in order that the Other Owner may determine that the expenditures were reasonably and necessarily incurred;
- (b) If the Reimbursable Costs of one Owner (the "**Collecting Party**") for the calendar quarter as shown in the Quarterly Shared Costs Statement exceed the Reimbursable Costs of the other Owner (the "**Reimbursing Party**") for the same period, the Reimbursing Party shall remit to the Collecting Party on or before forty-five (45) days after the last day of such calendar quarter the amount of the excess together with interest at the Prime Rate plus 4% calculated from the 31st day after the date the Reimbursing Party receives

the Quarterly Shared Costs Statement until paid;

- (c) Notwithstanding subparagraphs (a) and (b) of this section 7.4, if any single invoice for Reimbursable Costs exceeds \$1,000.00, the Owner who incurred such Reimbursable Costs shall be reimbursed by the Other Owner for the Other Owner's Portion of such Reimbursable Costs within thirty (30) days of receipt by the other of a statement in writing certified by an officer of that Owner showing the particulars of the Reimbursable Costs incurred by that Owner in reasonable detail in order that the Other Owner may determine that the expenditure was reasonably and necessarily incurred, together with interest at the Prime Rate plus 4% from the 31st day following receipt of such statement in writing until paid;
- (d) On or before forty (40) days after the last day of each calendar year, each Owner shall furnish to the Other Owner a statement in writing (the "Annual Shared Costs Statement") certified by an officer of the Owner, setting out the Reimbursable Costs incurred by that Owner for that calendar year and the reimbursements paid or received for the previous three quarters and if any reimbursement of one Owner by the Other Owner is required, such amount shall be remitted on or before fifty-five (55) days after the last day of such calendar year; and
- (e) Each Owner agrees that it will keep accurate accounting records of all Reimbursable Costs incurred, which records shall be available for inspection or audit at the year-end by the other Owner upon forty (40) days notice at reasonable times and such records shall be kept for four (4) years;

Notwithstanding the foregoing, an Other Owner shall not be liable to pay for any Reimbursable Costs incurred by an Owner prior to the date that an occupancy permit has been issued by the City for all or a portion of the Development Constructed within such Other Owner's Parcel.

7.5 Deductions from Reimbursable Costs

The following shall be deducted from Reimbursable Costs:

- (a) All interest charges on overdue accounts or other financing charges; and
- (b) Any GST with respect to costs incurred if a credit may be claimed from Canada Revenue Agency or its successor in function for such GST.

7.6 Provision of Certificate

Each Owner shall, within fifteen (15) days after a written request from the Other Owner and upon payment of a reasonable fee not to exceed \$100 (and increasing each year in the same proportion to increases, if any, in the All Items Consumer Price Index for ___ published by Statistics Canada or successor in function), deliver to any actual or prospective mortgagee or prospective purchaser, as specified by such Other Owner, a certificate upon which the recipient shall be entitled to rely specifying:

- (a) The amount of money, if any, allegedly owing or accruing due to the Owner by such Other Owner pursuant to the terms of this Agreement;
- (b) Any work which has been undertaken by an Owner for which it will be seeking total or partial compensation from such Other Owner; and
- (c) The details of any notice given to such Other Owner pursuant hereto of such Owner's intention to do work.

7.7 Owner's Obligations to Rebuild and Repair if Major Damage

- (a) In the event that the Damaged Improvements are destroyed to such extent that Major Damage has occurred but the Other Development is not destroyed or damaged to such extent that Major Damage has occurred, the Owner of the Damaged Improvements will rebuild or repair the Damaged Improvements at its own cost to the extent applicable, provided that such Owner will not have any obligation to rebuild or Repair the Damaged Improvements if such Owner gives notice in writing to the Other Owner of such Owner's intention not to rebuild or Repair within 90 days after the determination of Major Damage. In such event, if the Owner of the Damaged Improvements is provided notice by the Other Owner not to rebuild in accordance with this section 7.7, such Owner will as soon as reasonably possible, demolish and completely remove the Damaged Improvements and debris from its Parcel and restore the Parcel to a neat and level condition in a good and workmanlike manner so that the Owner does not in any way create a nuisance or a safety hazard in the Parcel, provided that the Owner will take reasonable measures as assessed by a Professional Engineer to ensure that the other Development will continue to be functional and safe notwithstanding such demolition and removal.
- (b) In the event that both Developments suffer Major Damage, the Owners will act cooperatively to reach a mutually acceptable agreement as to whether to rebuild or Repair the Damaged Improvements.

7.8 Owner's Obligations to Rebuild and Repair

In the event of Damaged Improvements such that the Other Owner's Easements are diminished in a material way or are likely to be diminished in a material way, then after receipt from such Other Owner of a written notice to rebuild and Repair pursuant to this section 7.8 (which notice refers to and contains a copy of this section 7.8) such Owner shall, at its sole expense and within a reasonable period of time following notice thereof from the Other Owner, rebuild, Repair and make the Damaged Improvements fit for the purpose of such Easements, provided that such Owner shall not have any obligation to rebuild, Repair or make the Damaged Improvements fit for such Easements in the event of Major Damage if such Owner gives notice in writing to the Other Owner of such Owner's intention not to rebuild, repair or make the Damaged Improvements fit for such Easement within ninety (90) days after the determination of Major Damage.

7.9 Obligations to Repair and Maintain

- (a) Each Owner will be responsible for operating, maintaining, Repairing and replacing their own Exclusive Use Areas and Facilities, whether within their own Parcel or the Other Parcel, as a careful owner would do at such Owner's own cost and expense.
- (b) Each Owner will be responsible for operating, maintaining, Repairing and replacing all Support Structures within their Parcel as a careful owner would do at such Owner's own cost and expense.
- (c) Notwithstanding the foregoing or any other provision of this Agreement, the Remainder Owner will be responsible for operating, maintaining, Repairing and replacing the Fire Prevention Equipment and Life Safety Equipment.

7.10 Failure to Maintain and Repair Common Areas and Facilities and Non-Designated Common Areas and Facilities

If an Owner fails to fulfil its obligations as set out in sections 7.8 and 7.9, the Other Owner, upon giving the Defaulting Party not less than seven (7) days notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform same and shall be entitled to be reimbursed as provided herein, provided that if notice of intention not to rebuild, or Repair is given pursuant to section 7.8, the obligations under section 7.9 with respect to the Parcel in question shall cease.

ARTICLE 8

DAMAGE LIMITATION

8.1 No Liability for Consequential Damages

Under no circumstances shall any Owner be liable to the Other Owner for indirect or consequential damages by reason of breach of any covenant herein contained.

ARTICLE 9

SUBDIVISION

9.1 Subdivision

If any Parcel is subdivided under the provisions of the *Land Title Act*:

- (a) On deposit of a plan of subdivision, the burden and benefit of the rights, covenants, easements and charges granted pursuant to this Agreement will continue to run with and bind each subdivided parcel thereof, of which any part of any easement area or charged property forms a part and will be forthwith released and discharged from each other subdivided parcel.

ARTICLE 10

GENERAL

10.1 Severability

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

10.2 Acknowledgement

Each Owner and the City acknowledge, agree and declare that:

- (a) The provisions of Article 3 are for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that the provisions of Article 3 are not designed to protect or promote the interests of any Owner or the Users or any future owner, occupier or user of any Parcel or any other person or corporation whatsoever, and the City may at its option execute an amendment to, or a release of, any of the provisions of Article 4 or any part thereof at any time without liability to anyone for so doing; and
- (b) Except for the provisions of Articles 2 to 3 inclusive and subsection 7.9(c), the covenants and agreements of each Owner contained herein are solely for the benefit of, and binding upon, each Owner and are not required by the City as a condition of the subdivision resulting in the creation of the ASP and the Remainder.

10.3 Covenants Run with the Land/Subdivision

The burden of covenants and agreements set forth in Articles 2 to 3 inclusive shall run with each Parcel, as applicable, and shall bind each Parcel, as applicable, and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, but no part of the fee or soil of any Parcel will pass to or be vested in the Other Owner under or by virtue of this Agreement.

10.4 Priority

Each Owner will, after execution hereof by the City and the Owners, do or cause to be done, at their own cost and expense, all things and acts necessary to ensure that the covenants and easements in Articles 2 to 3 inclusive are registered, at the cost of the Owners, against title to the Parcels, as applicable, with priority over all other financial charges or interests in or to the Parcels, as applicable, except encumbrances in favour of the City.

ARTICLE 11

MISCELLANEOUS

11.1 Rights of Owner Preserved

Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent any Owner from using the area of the Parcel owned by them, which is the subject of an Easement granted hereunder, in any manner which does not Interfere with the exercise by the Owner of the dominant tenement of such Easement of its rights hereunder.

11.2 Waiver

No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. Waiver by any party of any default hereunder by another party will not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.

11.3 Notice

Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing, and will be delivered, telecopied or sent by postage prepaid mail and addressed to the intended recipient at the address of the recipient as set forth in Item 5 on Form C or the address of any successor in title or such other address as the intended recipient may have most recently notified the other parties hereto as an address for the delivery of notices hereunder. The time of receiving any such demand or notice will be deemed to be the day of delivery or transmittal by telecopier if delivered or sent by telecopier by 4:30 p.m. on a business day (excluding Saturdays, Sundays and statutory holidays) to the place of the intended recipient, and, if otherwise delivered or transmitted by telecopier, on the next business day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice will not be effective if sent by mail until it is actually received by the intended recipient.

11.4 Governing Law

This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.

11.5 Entire Agreement

This is the entire agreement between the parties concerning the subject matter of this Agreement.

11.6 Further Assurances

The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.

11.7 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and all of the covenants herein are made by each Owner, for itself and its successors and assigns and the owner or owners from time to time of an interest in all or any portion of the Parcels, except that the covenants of each of the Owners herein will be personal and binding upon each of them only during their ownership of any interest in the respective Parcel, but each Owner will nevertheless be and remain at all times charged herewith but no Owner nor any future owner in fee simple of the respective Parcel shall be liable for any breach of a covenant, agreement or obligation of that Owner under this Agreement occurring after such Owner or the future owner of the respective Parcel, as the case may be, has ceased to be an owner in fee simple of the Parcel.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, as of the date first above written on Form C and Form D, which forms constitute a part hereof.

SCHEDULE "A" - Plan EPP138646

SCHEDULE "B" - Air Space Parcel Subdivision Report

THIRD PARTY LEASE (WITH OPERATING AGREEMENT)

TERMS OF INSTRUMENT - PART 2

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WITNESSES that in consideration of the covenants and agreements herein set out, the Landlord and Tenant covenant and agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Lease the following terms shall have the following meanings:

- (a) “Additional Rent” means all sums of money referred to in section 3.2;
- (b) “Air Space Parcel Agreement” means the air space parcel easements and accompanying *Land Title Act* s.219 Covenant registered in the Land Title Office against title to the Property prior to registration of this Lease, including any modifications or replacements of those easements or covenants;
- (c) “Alterations” means any change, alteration, substitution or replacement to the Improvements, but not the structural components thereof, which when made will form part of the Improvements;
- (d) “Amenity Hall” means the area of the Improvements on the Land approximately shown shaded green and labelled “SUB-LEASED PORTION OF REMAINDER” on the Amenity Hall Plan;
- (e) “Amenity Hall Plan” means the sketch plan prepared by numberTEN architectural group titled “Lease Plan”, Sheet No. A2.01, a copy of which is attached to this Lease as Schedule “B”
- (f) “Approved Plans and Specifications” mean any Plans and Specifications and any amendments thereto which the Landlord and the Commission have approved pursuant to sections 4.1 or 4.2(a);
- (g) “Architect” means an architect who is qualified to practise in British Columbia, or other design professional who is at arm’s-length from the Tenant, and who has been approved by the Landlord and the Commission;
- (h) “Basic Rent” means \$10.00;
- (i) “Business Day” means any day other than Saturday, Sunday or a statutory holiday in the Province of British Columbia;
- (j) “CMHC” means Canada Mortgage and Housing Corporation or its successors in function;
- (k) “Commencement Date” means the date of registration of this Lease in the Land Title Office for the jurisdiction in which the Land is situate;
- (l) “Commission” means the British Columbia Housing Management Commission or its successors in function;
- (m) “Date of Damage or Destruction” means any date upon which the Improvements are wholly or partially damaged or destroyed by any cause;

- (n) “Day” means a calendar day;
- (o) “Eligible Occupant” means an individual who meets the eligibility criteria prescribed in the Operating Agreement, whether or not the Operating Agreement is in force, or as the Commission may otherwise prescribe, so long as the Commission has advised the Tenant in writing of such criteria;
- (p) “Event of Insolvency” means:
 - (i) if the Tenant files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the *Bankruptcy and Insolvency Act* of Canada or any present or future applicable federal, provincial, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or seeks or consents to, or acquiesces in, the appointment of any trustee, receiver, receiver manager, conservator, or liquidator of the Tenant of all or a substantial part of its property or its Leasehold Interest (the term “acquiesce” includes the failure to file a petition or motion to vacate or discharge any order, judgment, or decree providing for such appointment within 30 days after the appointment),
 - (ii) if a court of competent jurisdiction enters an order, judgment, or decree approving a petition filed against the Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the *Bankruptcy and Insolvency Act* of Canada or any present or future applicable federal, provincial, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or if the Court appoints a receiver or receiver manager of the Tenant, the Tenant acquiesces in the entry of such order, judgment, or decree (the term “acquiesce” includes the failure to file a petition or motion to vacate or discharge such order, judgment, or decree within 30 days after the entry of the order, judgment, or decree), or such order, judgment, or decree remains unvacated and unstayed for an aggregate of 90 days (whether or not consecutive) from the date of entry thereof or any trustee, receiver, receiver manager, conservator, or liquidator of the Tenant, of all or a substantial part of its property or its Leasehold Interest, is appointed without the consent or acquiescence of the Tenant and such appointment remains unvacated and unstayed for an aggregate of 60 days (whether or not consecutive),
 - (iii) if the Tenant admits in writing to its inability to pay its debts as they mature,
 - (iv) if the Tenant gives notice to any Statutory Authority of insolvency, or pending insolvency, or suspension, or pending suspension, of its operations,
 - (v) if the Tenant makes an assignment for the benefit of its creditors or takes any similar action for the protection or benefit of creditors under the *Bankruptcy and Insolvency Act* of Canada or any present or future applicable federal, provincial, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or
 - (vi) if the Term is seized or taken in execution or attachment by a creditor of the Tenant;

- (q) “General Instrument Part 1” means Part 1 of the General Instrument as prescribed by the Land Title (Transfer Forms) Regulation, as amended;
- (r) “General Taxes” mean the aggregate of all taxes, charges, duties, assessments, rates, fees, levies or impositions, general or special, ordinary or extraordinary, now or hereafter during the Term imposed, assessed, rated, charged, or levied by any Statutory Authority on the Landlord or the Tenant on account of the parties entering into this Lease, or otherwise on account of this Lease, or on the use or occupancy of the Property or any part thereof, or on the Rent payable under this Lease, or in respect of the provision of any goods, services, or utilities by the Landlord under this Lease, including any goods and services tax imposed under Part IX of the *Excise Tax Act* of Canada, value added tax, business tax, transfer tax, retail sales tax, federal sales tax, excise tax, or duty or tax similar to the foregoing, and also including all legal, accounting and other professional fees and disbursements payable by the Landlord in respect of any determination of General Taxes as a result of assessment, appeal, or judicial review, and all penalties and interest charged on such taxes by reason of the Tenant’s failure to pay them when due, but excluding Property Taxes;
- (s) “Hazardous Substance” means without limitation, contaminants, pollutants or other substances, products, materials or goods which are hazardous or dangerous to human, animal, or plant health or life or the environment, and, in particular, includes substances, products, materials or goods which are defined as hazardous substances or special waste in or pursuant to any law, regulation or order of any authority of competent jurisdiction;
- (t) “Improvements” mean those improvements, structures, buildings, fixtures, equipment, and systems which now exist, or which may be constructed by the Tenant on the Land from time to time, including the heating, ventilating, air-conditioning, plumbing, electrical and mechanical systems and equipment;
- (u) “Land” means that certain parcel, or those certain parcels of land, or any part thereof, described in Item 2 of the General Instrument Part 1;
- (v) “Landlord” means the Person named in the General Instrument Part 1 as Transferor;
- (w) “Lease” means the General Instrument Part 1 and these Express Charge Terms under Part 2;
- (x) “Leasehold Interest” means the leasehold interest in and to the Property which the Tenant will acquire and hold by virtue of this Lease;
- (y) “Lender” means any Person who lends money to the Tenant against the security of a Mortgage, who qualifies as an “approved lender” as that term is defined in the *National Housing Act* of Canada, including the Commission and CMHC;
- (z) “Month” means a calendar month;
- (aa) “Mortgage” means a mortgage or other financing instrument which charges the Leasehold Interest to secure the payment by the Tenant of principal, interest and other charges under that mortgage or other financing instrument, together with security additional or collateral thereto;
- (bb) “Operating Agreement” means an agreement entered into or to be entered into by the Tenant and the Commission which provides, amongst other things, for the Commission to

provide assistance to the Tenant in relation to the Tenant's cost of acquiring, developing or operating the Property;

- (cc) "Permitted Encumbrances" means those charges and encumbrances set forth in Schedule "A", and any other encumbrances which from time to time are approved in writing by the parties, which include a future sub-lease of the Amenity Hall to the Landlord for the purpose of providing the Landlord with the right to use and occupy the Amenity Hall.
- (dd) "Person" means any association, society, corporation, individual, joint-stock company, joint venture, partnership, trustee, administrator, legal representative, unincorporated organization, or Statutory Authority;
- (ee) "Plans and Specifications" mean all plans, drawings and specifications relating to the construction of the Improvements and any Alterations including architectural, structural, mechanical, electrical, and landscaping plans and specifications, and surveyors' certificates;
- (ff) "Project" means construction and development of the Improvements on the Land;
- (gg) "Property" means the Land and Improvements;
- (hh) "Property Taxes" mean the aggregate of all taxes, charges, duties, assessments, rates, local improvement charges, school taxes, fees, levies or impositions, general or special, ordinary or extraordinary, now or hereafter during the Term, imposed, assessed, rated, charged, or levied by any Statutory Authority in respect of or against or relating to the Land, the Improvements, the Leasehold Interest, the business or undertaking of the Tenant, or the personal property of the Tenant located on the Land or in the Improvements, and including all amounts payable by the Landlord which are imposed by any Statutory Authority in substitution for all or any of the foregoing taxes, charges, duties, assessments, rates, local improvement charges, school taxes, fees, levies or impositions, all legal, accounting and other professional fees and disbursements payable by the Landlord in respect of any determination of any Property Taxes as a result of assessment, appeal, or judicial review and all penalties and interest charged on such taxes by reason of the Tenant's failure to pay when due, but excluding capital gains, income or profits or taxes charged against and payable by the Landlord and General Taxes;
- (ii) "Remainder Owner" means the Remainder Owner as that term is defined in the Air Space Parcel Agreement;
- (jj) "Rent" means the aggregate of Basic Rent and Additional Rent;
- (kk) "Specific Purpose" means affordable rental housing in all residential components of the Improvements and ancillary parking;
- (ll) "Statutory Authority" means any federal, provincial, regional, municipal, or other government, or authorized agency, department, or ministry thereof, which has jurisdiction with respect to any matter referred to in this Lease;
- (mm) "Substantial Completion" means the completion of a designated part of the Alterations or Improvements constructed in accordance with this Lease, or the whole of such work, as applicable, to the extent that a certificate of completion is required to be issued pursuant to section 7 of the *Builders Lien Act* of British Columbia, or such future applicable law;

- (nn) “Tenant” means the Person named in the General Instrument Part 1 as Transferee;
- (oo) “Term” means the period commencing on the Commencement Date and ending 60 years after the certificate of occupancy is issued by the Statutory Authority for the Improvements; and
- (pp) “Tri-Partite Agreement” means an agreement entered into between the Landlord, the Tenant and the Lender in substantially the same form as attached hereto as Schedule “C”.

1.2 Time

Time is of the essence of this Lease. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. If a time is specified in this Lease for observing or performing an obligation, such time will be then local Vancouver, British Columbia time.

1.3 Governing Law

This Lease will be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein.

1.4 References

In this Lease, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.5 Construction

The division of this Lease into sections and the use of headings are for convenience of reference only and are not intended to govern, limit, or aid in the construction of any provision contained in this Lease. In all cases, the language in this Lease will be construed simply, according to its fair meaning, and not strictly for or against either party.

1.6 No Limitation

The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items whether or not non-limiting language such as “without limitation” or “but not limited to” or words of similar import is used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

1.7 Validity of Provisions

If a Court of competent jurisdiction finds that any provision contained in this Lease is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Lease which will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein and such other provisions will be enforceable to the fullest extent permitted at law or in equity.

1.8 Waiver

No party will be deemed to have waived the exercise of any right that it holds under this Lease unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right. Failure by either party to exercise any of its rights, powers or remedies hereunder, or its delay to do so, shall not constitute a waiver of those rights, powers or remedies.

1.9 Survival

The representations, warranties and covenants of the Landlord and the Tenant, including any indemnification provisions contained in this Lease, shall continue throughout the Term and will survive the expiry or earlier termination of this Lease.

1.10 Financial Terms

All accounting terms not otherwise defined in this Lease have the meanings assigned to them, and all calculations to be made under this Lease are to be made in accordance with Canadian generally accepted accounting principles consistently applied.

1.11 Approvals, Consents and Agreements

Except as otherwise expressly set out in this Lease, where this Lease provides for any approval, consent, or agreement with respect to any matter:

- (a) it must be obtained prior to any action being taken thereon;
- (b) it must be requested and responded to in writing; and
- (c) it must not be unreasonably withheld or delayed.

1.12 Relationship

Nothing in this Lease will create any relationship between the Landlord and Tenant except that of landlord and tenant.

1.13 Statutes

Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect, and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

1.14 Schedules

The following schedules are attached to and form part of this Lease:

- Schedule "A" – Permitted Encumbrances
- Schedule "B" – Sketch Plan showing Amenity Hall
- Schedule "C" – Tri-Partite Agreement
- Schedule "D" – Offer to Sub-Lease Amenity Hall

2. DEMISE AND TERM

2.1 Demise

In consideration of the Rent, covenants, agreements, and conditions herein to be paid, performed, or observed by the Tenant, the Landlord hereby demises and leases the Property to the Tenant, and the Tenant hereby accepts that demise and lease, subject to the covenants, agreements, and conditions herein set out.

2.2 Term

Subject to the terms and conditions of this Lease, the Tenant will be entitled to have and to hold the Property for the Term.

2.3 Occupancy Prior to Commencement Date

If the Tenant, with the consent of the Landlord, uses or occupies the Property during any period prior to the Commencement Date, the Tenant shall comply with all of its obligations under this Lease during such period which are consistent with a licence to occupy the Property other than obligations with respect to the payment of Rent.

3. RENT

3.1 Basic Rent

The Tenant will pay to the Landlord, or as the Landlord may in writing direct, the Basic Rent on the Commencement Date.

3.2 Additional Rent

Additional Rent includes all money, whether or not designated as Additional Rent, including but not limited to General Taxes and Property Taxes, to be paid by the Tenant whether to the Landlord or otherwise under this Lease, and includes any money paid by the Landlord as a result of any default by the Tenant, save and except Basic Rent. The Tenant will pay Additional Rent to the Landlord on demand, except if other terms for payment are expressly stipulated in this Lease.

3.3 Utilities

The Tenant will pay to the Landlord, or to the appropriate Statutory Authority, or other Person entitled to receive payment, as and when due, all charges for gas, electricity, light, heat, power, water, telephone, and other utilities and services used in or supplied to the Property, and all installation and hook-up charges. The Tenant will pay all fines, penalties, interest, and costs arising from unpaid and overdue utility charges.

3.4 Proof of Payment

The Tenant will deliver to the Landlord, within 10 days after demand by the Landlord from time to time, receipts or other evidence of the payment of General Taxes, Property Taxes and utility charges, and of all other amounts due and owing by the Tenant from time to time in connection with the Property, the Project, the Lease or any Mortgage.

3.5 Right to Contest

Each of the Landlord and Tenant may contest or appeal in good faith the validity or amount of any Property Taxes, except that if the Tenant wishes to so contest or appeal:

THIRD PARTY LEASE WITH OPERATING AGREEMENT

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- (a) the Tenant will deliver to the Landlord notice that it intends to do so;
- (b) the Tenant will not withhold or delay payment of the Property Taxes which are being contested or appealed unless the Landlord consents; and
- (c) the Tenant will pay its own cost of so contesting or appealing.

3.6 Net Lease

The Tenant will pay all Rent without any deduction, abatement, or set-off. Except as otherwise expressly set out herein, the Tenant will pay and discharge all costs, expenses, and outlays incurred in respect of the Project and the Property. Rent will be absolutely net to the Landlord.

3.7 Irregular Periods

If for any reason it becomes necessary to calculate Rent for irregular periods, an appropriate pro rata adjustment will be made on a daily basis as at the Commencement Date or the date of termination of the Term.

3.8 Rent Accruing

All Rent reserved herein will be deemed to accrue from day to day.

4. CONSTRUCTION OF IMPROVEMENTS

4.1 Prerequisites to Construction

Prior to commencing excavation in contemplation of the Project, the Tenant will submit to the Commission, or will cause its contractor to submit to the Commission for approval:

- (a) Plans and Specifications which meet the lawful requirements of any Statutory Authority; and
- (b) evidence that the insurance referred to in section 4.5 is in effect and that the premiums have been paid;

The Commission and the Landlord will deliver to the Tenant, in a timely manner, a notice approving or refusing to approve the Plans and Specifications, and the evidence of insurance, provided that approval by the Commission or the Landlord in no way makes the Commission or the Landlord, as the case may be, responsible for the Plans and Specifications, or the implementation thereof, the sole responsibility for which remains that of the Tenant. If the Commission or the Landlord refuses to approve either of the foregoing, the Commission or the Landlord, as the case may be, will give reasons for such refusal, and the Tenant will make the necessary rectifications and re-submit such changes for approval promptly. The Tenant will not commence excavation or construction, as the case may be, until the Commission and the Landlord have given all the approvals required pursuant to this section 4.1. The Landlord and the Commission will approve the Plans and Specifications, and any amendments thereto, if they meet the Commission's requirements and the lawful requirements of all Statutory Authorities.

4.2 Construction Process

The Tenant will:

- (a) submit to the Commission for approval any amendment to the Approved Plans and Specifications prior to implementing any such amendment during the course of construction, and any such amendment must meet the lawful requirements of any Statutory Authority, provided that such approval by the Commission in no way makes the Commission responsible for the amendment to the Approved Plans and Specifications or the implementation thereof, the sole responsibility for which remains that of the Tenant;
- (b) cause all Improvements to be constructed continuously, diligently, and in a good and workmanlike manner, and in accordance with the Approved Plans and Specifications, all lawful requirements of any Statutory Authority, safety precautions and programs required under applicable construction safety legislation and general and accepted construction practice including adequate supervision;
- (c) comply with the requirements of the *Builders Lien Act* of British Columbia;
- (d) permit the Commission, or its representatives, from time to time without unreasonably impeding construction, to visit the Property to inspect the progress of construction of the Improvements and the Project, and to inspect and test the materials being used and the work being done, and cause its contractors and consultants to co-operate with the Commission or its representatives so as to allow them to conduct such inspections;
- (e) cause to be promptly corrected all defects or variations in construction as reported by the Commission or its representatives;
- (f) keep the Commission advised in a timely manner of the progress of construction of the Project and any delays thereto;
- (g) upon request, provide the Commission with a complete list of all contractors, subcontractors, suppliers, material men, consultants, engineers, architects and other Persons who have been retained by the Tenant and its contractors to perform the work in connection with the Project, together with the addressees of each of them;
- (h) pay or cause to be paid when due all lawful claims of contractors, employees, labourers, suppliers, material men and consultants, and all wages, salaries, holiday pay, workers' compensation assessments, and other like charges, and deliver to the Commission evidence of all such payments on request, except that the Tenant may contest in good faith the amount or validity of any lien in accordance with section 4.4
- (i) within 10 days after the date of Substantial Completion, deliver to the Commission, or its representatives, a certificate signed by an Architect as described in section 7 of the *Builders Lien Act* certifying Substantial Completion of construction of the Project in accordance with the Approved Plans and Specifications; and
- (j) cause the Project to be completed within 24 months of the Commencement Date, provided however that if construction is delayed by an event beyond the Tenant's reasonable control including any labour dispute, shortage of material or labour, transportation delay, act of God, pandemic or other like event commonly known as "force majeure", but not including lack of money, and provided further that the Tenant could not have avoided the delay by the exercise of reasonable effort or foresight, and the Tenant has used all reasonable efforts to overcome such delay, then the date for completion of the Project will be extended by such period of unavoidable delay, and within 10 days after the date of Substantial Completion of the Project, the Tenant will deliver to the Commission:

- (i) a certificate signed by an Architect certifying completion of construction of the Project in accordance with the Approved Plans and Specifications, and
- (ii) evidence reasonably satisfactory to the Commission that all unconditional occupancy and inspection permits required from any Statutory Authority in connection with the Improvements have been issued.

4.3 Payment of Accounts

The Tenant will pay as and when due all accounts for labour, services and material supplied to the Tenant or the Property.

4.4 Liens

The Tenant will not suffer or permit any lien claims to be filed against the title to the Land or the Leasehold Interest by reason of labour, services, or materials supplied or alleged to have been supplied to or for the benefit of the Tenant or the Project. If any lien claim is filed, the Tenant will obtain its discharge within 60 days after it comes to the Tenant's notice. If the Tenant wishes to contest in good faith the amount or validity of any lien claim and has so notified the Landlord and the Commission, the Tenant may pay into Court the amount of the lien claim together with such costs as the Court may direct or to which the lien claimant may agree. If payment is made into Court, the Tenant may defer payment of the lien claim if it contests the claim with due diligence, and if neither the Land nor the Leasehold Interest becomes liable to forfeiture or sale. The Landlord may pay and discharge any lien claim if, in its reasonable judgment, the Land or the Leasehold Interest becomes liable to forfeiture or sale, or is otherwise in jeopardy. The Tenant will reimburse to the Landlord any amount paid by the Landlord in discharging a lien claim and the Landlord's reasonable expenses in connection therewith. The Tenant, on its own behalf and on behalf of the Landlord, will defend at its own expense all lien claims in any action brought for the enforcement of a lien claim.

4.5 Insurance During Construction

The Tenant will obtain, or will cause its contractor or contractors to obtain, prior to commencing site preparation or excavation, and will maintain, or will cause its contractor or contractors to maintain, until the insurance required pursuant to section 8 has been effected, insurance in accordance with GC 11.1 of "Standard Construction Document CCDC2 1994 issued by the Canadian Construction Documents Committee", as modified by the Supplementary General Conditions required by the Commission, or if not applicable such other insurance as is required by the Commission. The limits of the general liability insurance is not to be less than \$10,000,000 per occurrence, with a deductible not exceeding \$2,500, and such other insurance as the Landlord or the Commission may reasonably require. The Landlord and the Commission shall be insured parties in all policies of insurance as their interests may appear.

4.6 Particulars of Insurance

All the provisions of section 8 which, in the Landlord's and the Commission's opinion are reasonably applicable, will apply to the insurance required pursuant to this section 4.

5. USE AND ENJOYMENT OF THE PROPERTY

5.1 Use and Operation

The Tenant will develop, use and occupy the Property only for the Specific Purpose and in accordance with the Operating Agreement in effect from time to time. If at any time the Commission should elect to revise

the criteria prescribed for Eligible Occupants, the Tenant will not be bound by the revised criteria until the Commission has given the Tenant at least six month's notice thereof. The Tenant will operate and manage the Property in a reputable and efficient manner as a prudent owner would do and in accordance with its obligations under this Lease and the Operating Agreement.

Notwithstanding anything else contained in this section 5.1, the Landlord may, upon entering into a sub-lease with the Tenant for the Land to occupy and use the Amenity Hall in accordance with the offer to sublease attached to this Agreement as Schedule "D", use and occupy the Amenity Hall for any and all purposes permitted by the sub-lease agreement, all in accordance with the terms of such sub-lease agreement.

5.2 Nuisance

The Tenant will not carry on, or suffer, or permit to be carried on, in or upon the Property, anything which is noisy, noxious or offensive, or which constitutes a nuisance or annoyance to the Landlord, or to any neighboring properties, or their owners or occupants, provided however that the occupation of the Property for the Specific Purpose in accordance with the terms of this Lease shall not constitute a nuisance.

5.3 Waste

The Tenant will not commit, or suffer, or permit any wilful or voluntary waste, spoil, or destruction in or upon the Property.

5.4 Acts Conflicting with Insurance

The Tenant will not do or omit to do, or suffer or permit to be done or omitted to be done, anything, which may render void or voidable, or which may conflict with the requirements of any policy of insurance, including any regulations of fire insurance underwriters applicable to such policy, required under this Lease.

5.5 Compliance with Laws

The Tenant will comply with all lawful requirements now or hereafter imposed by every Statutory Authority, or by insurers, concerning the Tenant or the Property including the construction, repair, maintenance, operation, use, and occupancy of the Property, and also including all lawful requirements pertaining to the environment and its protection to be observed or performed by the Landlord or the Tenant.

5.6 Quiet Enjoyment

If the Tenant observes or performs its obligations as required by this Lease, the Tenant may peaceably hold and enjoy the Property during the Term without interruption or disturbance by the Landlord or any Person lawfully claiming under the Landlord.

6. DISPOSITIONS

6.1 Assigning and Sub-Letting

Except for sub-lease of the Amenity Hall to the Landlord which is expressly permitted, the Tenant will not assign its Leasehold Interest, in whole or in part, or sublet, transfer, or otherwise part with possession of its Leasehold Interest or any part thereof for the whole or part of the Term, except if the Landlord and the Commission consent. The Landlord and the Commission agree that they will not unreasonably withhold their consent if:

- (a) the assignment is to either:
 - (i) a Person whose constating instruments preclude it from operating for profit, and that Person, in the Landlord's reasonable opinion, has the management skills necessary to operate the Project as a prudent owner would do, or
 - (ii) His Majesty the King in Right of the Province of British Columbia, the Commission, or the Provincial Rental Housing Corporation;
- (b) the Tenant is subletting or otherwise parting with possession of individual units in the Property to Eligible Occupants.

In the event of an assignment, subletting, transfer or other parting with possession other than pursuant to subsection (a)(ii) of this section 6.1, the Tenant will deliver to the Landlord and the Commission, promptly after execution, a true copy of every permitted assignment, sublease, tenancy agreement, or other instrument evidencing a right of occupancy in respect of the Property, and of every modification thereof.

6.2 Attornment

If the Tenant assigns in whole or in part, sublets, transfers or otherwise parts with possession of its Leasehold Interest as permitted by section 6.1 then, concurrently therewith, the Tenant will cause the assignee, subtenant or occupant to deliver to the Landlord and the Commission an agreement in form and substance reasonably satisfactory to the Landlord and the Commission, whereby the assignee, subtenant or occupant will agree with the Landlord and the Commission to observe or perform the Tenant's obligations under this Lease from and after the effective date of the assignment, sublease, or transfer for the remainder of the Term.

6.3 Transfer of Property

If the Landlord transfers any interest it has in the Property to any Person, or if any Person acquires that interest by virtue of foreclosure or other proceedings, the Tenant will attorn to such Person from and after the effective date of the transfer. Upon such attornment, this Lease will continue in full force and effect as a direct lease between the Tenant and such Person upon all the terms and conditions hereof, except that, after such attornment, such Person will not be liable for any act or omission of the Landlord prior to such attornment or subject to any offsets or defences which the Tenant might have had against the Landlord prior to such attornment, and the Landlord, without further written agreement, will be relieved of all liability for its obligations under the Lease which occurs or arises on or after the effective date of the transfer. Such attornment will take effect from and after the effective date of the transfer but the Tenant, upon request by the Landlord or any such Person, will execute and deliver to the Landlord or to any such Person, as the case may be, in a timely manner, an instrument evidencing such attornment in form and substance reasonably satisfactory to such Person.

6.4 Tenant Encumbrances

Except for the Permitted Encumbrances and a mortgage and assignment of rents of the Leasehold Interest in favour of the Commission, the Tenant will not mortgage, charge, encumber, or pledge its Leasehold Interest except that the Tenant may with the prior written consent of the Landlord and the Commission grant a Mortgage and security collateral thereto to a Lender.

6.5 Tri-Partite Agreement

If and whenever a Mortgage is granted, the Landlord and the Tenant will execute and deliver to the Lender a Tri-Partite Agreement.

6.6 Lender's Agreement

At the request of any Lender, the Landlord and the Tenant will execute and deliver to the Lender an agreement among the Landlord, the Tenant and the Lender, in form and substance satisfactory to the Lender and the Landlord, each acting reasonably, and which will be binding and enforceable against the Landlord, the Tenant and the Lender, whereby the Landlord and the Tenant will be bound to pay, perform and observe their respective covenants, agreements and conditions contained in the Lease in favour of the Lender.

6.7 Subordination

At the Landlord's request and with the written consent of the Commission, the Tenant will subordinate and postpone its Leasehold Interest and this Lease to all mortgages, deeds of trust and mortgage, debentures and other security which, from time to time, may charge or affect the Property and to all renewals, modifications, consolidations, replacements and extensions thereof, to the extent that all or any of the foregoing will have priority over the Leasehold Interest and this Lease despite the respective dates of execution or registration. At the Landlord's request, the Tenant will execute and promptly deliver to the Landlord a document confirming such subordination and priority, in form and substance reasonably satisfactory to the Landlord. The Tenant will not be obliged to subordinate and postpone its Leasehold Interest and this Lease except if the holder of the security who is requesting same assures to the Tenant quiet enjoyment under this Lease in accordance with its terms unless and until an event of default set out in section 11.3 occurs which entitles the Landlord to exercise its rights and remedies under section 11.

7. REPAIRS, MAINTENANCE, AND ALTERATIONS

7.1 Repair and Maintenance

The Landlord will not be obliged to repair, maintain, replace, or alter the Improvements or to supply any services or utilities to them, except as specified in the Air Space Parcel Agreement or otherwise agreed by the parties in writing. The Tenant will repair and maintain as required the Improvements, except as specified in the Air Space Parcel Agreement or otherwise agreed by the parties in writing, including all equipment, fixtures, machinery and other facilities in, upon, or about the Improvements, commensurate with the condition in which a prudent owner would keep a development similar to the Property, and whether such repair and maintenance is interior or exterior, ordinary or extra-ordinary, foreseen or unforeseen, except for repairs from which the Tenant has been released pursuant to sections 10.3 and 10.4. All repairs will be to a standard at least substantially equal in quality of material and workmanship to the original work and material in the Improvements. If any repair is estimated to cost more than \$100,000, the Tenant will comply with the requirements of section 4 to the extent that they are, or the Landlord and the Commission consider them to be, reasonably applicable to the repairs.

7.2 Repair according to notice

Without restricting the Tenant's obligation to repair and maintain the Improvements pursuant to section 7.1, the Tenant, promptly upon notice by the Landlord or the Commission, will repair and maintain the Improvements as required by section 7.1.

7.3 Inspection

The Landlord, the Commission or their respective representatives may enter upon the Property at any reasonable time, and at any time in case of emergency, to examine the condition of the Improvements.

7.4 Repair responsibilities

If at any time during the Term the Tenant fails to maintain the Improvements pursuant to section 7.1, the Landlord may, but shall not be obligated to make such repairs but only after giving the Tenant seven day's written notice of its intention to do so, except in the case of an emergency when no notice to the Tenant is required. In making such repairs, the Landlord will act reasonably so as to minimize the disruption to the Eligible Occupants. The Tenant shall on demand reimburse any amount paid by the Landlord in making such repairs to the Improvements to the Landlord.

7.5 Sidewalks

The Tenant will keep the sidewalks adjacent to the Property clean from rubbish, ice, and snow, and free from obstruction as a prudent owner would do and in accordance with the lawful requirements of any Statutory Authority.

7.6 Alterations

The Tenant will not make, or suffer or permit to be made, any Alterations, except if:

- (a) the Tenant is not then in default in observing or performing its obligations under this Lease and no Event of Insolvency then exists;
- (b) the Alterations would not materially change the design or operation of the Project and the Tenant obtains the Landlord's and the Commission's consent to the Alterations;
- (c) the Tenant complies with the requirements of section 4 to the extent that they are, or the Landlord and the Commission considers them to be, reasonably applicable to the Alterations; and
- (d) the Tenant completes the Alterations in a timely manner.

7.7 Demolition of Existing Improvements

The Tenant, with the prior written consent of the Landlord and the Commission, may at any time during the Term, upon giving 120 days prior written notice to the Landlord and the Commission, elect to demolish the Improvements. If the Landlord and the Commission consent to the demolition of the Improvements, the consents will include the following conditions:

- (a) if the Improvements are to be replaced, the new Improvements will have a value of not less than the full insurable value of the Improvements being demolished and will be constructed in accordance with the requirements of this Lease; or
- (b) if the Improvements are not to be replaced, to return the Property to a safe, clean and sanitary condition and free of all Hazardous Substances, provided that upon receipt by the Landlord of the 120 day notice setting out the Tenant's intention to so demolish, the Landlord may, within 60 days of receiving such notice, require that the Tenant execute a surrender of the Lease without payment of any compensation by the Landlord to the Tenant for such surrender, and in such event the Tenant shall not demolish the existing Improvements.

8. INSURANCE

8.1 Insurance

The Tenant will, at its expense, obtain and will, at its expense, maintain throughout the Term:

- (a) insurance protecting the Landlord (including the Landlord's employees and agents) and the Tenant against claims for personal injury, death, property damage or loss or third party or other public liability claims arising from any accident or occurrence in, on or about the Property to an amount of at least \$10,000,000 inclusive for any one occurrence or such greater amount as the Landlord, from time to time, may reasonably require;
- (b) insurance, calculated on a replacement cost basis, upon the full insurable value of the Improvements in the names of the Landlord, the Tenant, and any Lender, as their interests may appear, and protecting all of them from loss or damage caused by fire and other perils, including earthquake and flood, as may from time to time be included in a standard form "All Risks" insurance policy generally available in British Columbia;
- (c) if applicable, broad comprehensive boiler and machinery insurance, in the names of the Landlord, the Tenant, and any Lender, as their interests may appear, covering all boilers and pressure vessels on the Property, and also covering loss or damage caused by rupture of steam pipes, in such amount as a prudent owner of a project similar to the Property would obtain or in such greater amount as the Landlord, from time to time, may reasonably require; and
- (d) such other insurance as the Landlord may reasonably require from time to time, provided that nothing herein affects the Tenant's responsibility for obtaining and maintaining in force insurance, in addition to any insurance described in this section 8, that a prudent owner of a similar project being used for a similar Specific Purpose would obtain and maintain in force.

8.2 Insurance Requirements

The Tenant will ensure that the following provisions will govern the insurance referred to in section 8.1, and will comply with the following requirements with regard to such insurance:

- (a) the policies for such insurance will provide that the policies cannot be cancelled, terminated or materially amended, except if the insurer delivers to the Landlord at least 30 days' prior written notice of its intention to cancel, terminate or materially change the policy;
- (b) such policies will insure the interests of and protect the Landlord and the Tenant, notwithstanding any act, omission or negligence of the Landlord or the Tenant, which might otherwise result in the forfeiture or invalidity of such policies or any of them;
- (c) all policies of public liability insurance will be written to cover the Landlord and Tenant and will provide that each Person insured under such policy or policies will be insured in the same manner and to the same extent as if individual policies had been issued to each Person;
- (d) contain a cross liability clause and a waiver of subrogation in favour of the Landlord;

- (e) such policies will be written by insurers on terms and conditions, reasonably satisfactory to the Landlord;
- (f) such policies will be primary and will not require contribution or be in excess of any other insurance available to the Landlord or the additional named insured(s);
- (g) the Tenant will deliver to the Landlord certified copies of such policies or renewals thereof as soon as reasonably possible after the Tenant has acquired such policies or renewals thereof, as the case may be;
- (h) the Tenant will notify the Landlord immediately of any circumstance known to the Tenant which might materially affect the coverage under any such policies; and
- (i) such policies may provide that the amount payable in the event of any loss will be reduced by a deductible in an amount acceptable to the Landlord. The Tenant will be a co-insurer to the extent of the amount so deducted from the insurance proceeds paid in the event of any loss, and for the purposes of section 10, such amount will be included as part of the insurance proceeds payable and paid.

8.3 Landlord May Obtain Insurance

The Tenant shall pay or cause to be paid all of the premiums under the policies of insurance referred to in this section 8 as they become due and payable, and upon default of payment by the Tenant, the Landlord may pay the same and add the amount so paid to the Additional Rent.

8.4 Workers' Compensation

At all times during the Term, the Tenant will, at its own expense, obtain and maintain, or cause to be obtained and maintained, workers' compensation coverage in respect of all workers, employees and other Persons engaged in any work in or upon the Property, non-payment of which would create a lien claim against the Property or the Leasehold Interest or would contravene the *Workers' Compensation Act* of British Columbia.

8.5 No Representation

The Tenant acknowledges that any requirement or advice by the Landlord as to the amount of coverage under any policy of insurance will not constitute a representation by the Landlord that the amount required is adequate and, without limiting the generality of section 8.2(f) the Tenant acknowledges and agrees that it is solely responsible for obtaining and maintaining policies of insurance in adequate amounts pursuant to this Lease.

9. INDEMNITY

9.1 Indemnity

Except for the negligence or other wrongful act of the Landlord or its employees, agents or contractors, the Tenant will indemnify and save harmless the Landlord from all loss, damage, liabilities, costs, claims, suits, or actions, including fees of solicitors and other professional advisors, in connection with or arising out of any breach by the Tenant in observing or performing any of its obligations under this Lease.

10. DAMAGE OR DESTRUCTION

10.1 No Abatement

Subject to sections 10.3 and 10.4 the damage or destruction of the Improvements will not entitle the Tenant to any abatement or reduction of Rent.

10.2 Notice of Damage or Destruction

If and whenever the Improvements are damaged or destroyed, the Tenant will give the Landlord immediate notice thereof.

10.3 Termination-No Mortgage

If, in the opinion of a professional engineer or architect appointed by the Landlord, who is at arm's-length from the Landlord, the Improvements are damaged or destroyed in excess of 25% of their value during the Term, the Tenant may, within 30 days after receipt of the opinion of the professional engineer or architect, deliver written notice to the Landlord that the Tenant elects not to repair or replace the Improvements. If the Tenant delivers such notice, this Lease will be deemed to be terminated on the 60th day after the Date of Damage or Destruction. In such case, the Landlord and Tenant will apply, or permit to be applied, the proceeds of the insurance referred to in section 8.1 as follows:

- (a) first, to pay the cost of demolishing the Improvements and removing from the Property all debris and waste, and of restoring the Property to a safe, neat, and level condition;
- (b) second, to pay all Rent owing as at the termination date of the Lease, and
- (c) third, the balance, to be apportioned between the Landlord and Tenant and paid as follows:
 - (i) to the Landlord a sum which bears to such balance the same ratio as the expired portion of the Term as at the Date of Damage or Destruction bears to the whole Term; and
 - (ii) to the Tenant a sum which bears to such balance the same ratio as the unexpired portion of the Term from and after the Date of Damage or Destruction bears to the whole Term, which sum the Tenant hereby irrevocably authorizes and instructs the Landlord to pay to the Commission to have for its own use absolutely forever.

10.4 Termination-Mortgage

If, in the opinion of a professional engineer or architect appointed by the Landlord, who is at arm's-length from the Landlord, the Improvements are damaged or destroyed in excess of 25% of their value during the Term, the Tenant may, within 30 days after receipt of the opinion of the professional engineer or architect, deliver to the Landlord written notice that the Tenant elects not to repair or replace the Improvements. If the Tenant delivers such notice, this Lease will be deemed to be terminated on the 60th day after the Date of Damage or Destruction. In such case, the Landlord and the Tenant will apply, or permit to be applied, and the Tenant will cause the Lender to apply or permit to be applied, the proceeds of the insurance referred to in section 8.1 to:

- (a) first, to pay to the Lender the balance of principal, interest and other charges owing under the Mortgage;

- (b) second, to pay the cost of demolishing the Improvements and removing from the Property all debris and waste, and of restoring the Property to a safe, neat, and level condition;
- (c) third, to pay all Rent owing as at the termination date,
- (d) fourth, the balance, to be apportioned between the Landlord and the Tenant and paid as follows:
 - (i) to the Landlord a sum which bears to such balance the same ratio as the expired portion of the Term as at the Date of Damage or Destruction bears to the whole Term, and
 - (ii) to the Tenant, a sum which bears to such balance the same ratio as the unexpired portion of the Term from and after the Date of Damage or Destruction bears to the whole Term, which sum the Tenant hereby irrevocably authorizes and instructs the Landlord or the Lender, as the case may be, to pay to the Commission to have for its own use absolutely forever.

10.5 Restoring Land

If the Tenant gives a notice of termination pursuant to section 10.3 or section 10.4, the Tenant will, at its sole cost, demolish the Improvements, including the foundations, and promptly restore the Land, in a good and workmanlike manner, in accordance with the lawful requirements of any Statutory Authority, and to the reasonable satisfaction of the Landlord. In doing so, the Tenant will comply with the requirements of section 4 to the extent that they are, or the Landlord considers them to be, reasonably applicable.

10.6 Repairing or Replacing Improvements

If the Lease is not terminated pursuant to sections 10.3 or 10.4, the Tenant will proceed promptly to repair or replace the Improvements:

- (a) in compliance with the requirements of section 4 to the extent that they are, or the Landlord considers them to be, reasonably applicable, except that the Landlord will reasonably determine the time for Substantial Completion; and
- (b) to the similar condition as existed prior to the occurrence of such damage or destruction, having comparable value and character, provided that the new Improvements will yield, on the basis of reasonable calculation and expectation, the most profitable and efficient return from their use and occupation, taking into account the Specific Purpose.

10.7 Payment of Insurance Proceeds

Forthwith after the Date of Damage or Destruction, the Tenant will deliver to the Landlord an irrevocable order, in form and substance reasonably satisfactory to the Landlord, authorizing the insurer(s) to pay all of the insurance proceeds resulting from the damage or destruction to the Landlord, except if any Lender requires that such proceeds be paid to it and delivers to the Landlord an acknowledgment, in form and substance reasonably satisfactory to the Landlord, and which will be binding and enforceable against the Lender, that the Lender will use and disburse such proceeds only in accordance with this section 10.

10.8 Use of Proceeds

The Landlord or the Lender, as the case may be, will pay to the Tenant from time to time out of the insurance proceeds such sums as the Tenant may require to comply with sections 10.5 or 10.6, as the case may be, in accordance with such terms and conditions as the Landlord or the Lender, as the case may be, may reasonably require.

11. DEFAULTS AND REMEDIES

11.1 Interest and Costs

The Tenant will pay to the Landlord interest on any Rent in arrears from the date such Rent was due until it is paid, at the rate of interest prescribed from time to time under the *Land Act* of British Columbia and the regulations made pursuant thereto, in respect of money payable under this Lease that is not paid on the due date until such arrears are fully paid and satisfied.

11.2 Landlord's Right to Perform Covenants

If the Tenant fails to observe or perform any obligation under this Lease, including any obligation to pay Additional Rent, the Landlord may observe or perform such obligation without waiving or releasing the Tenant from its obligation to do so, and without limiting or abrogating any other right or remedy it may have. In order to do so, the Landlord may enter upon the Property and no entry for the purpose of curing a default will be deemed to be a forfeiture or termination of this Lease. The Tenant will pay to the Landlord all sums paid or costs incurred by the Landlord in so observing or performing, together with interest thereon at the rate referred to in section 11.1 from the date each such payment was made or each such cost was incurred by the Landlord plus an administration fee equal to 10% of each such cost. The Landlord will not be liable to the Tenant for any inconvenience, disturbance or other damage resulting from the Landlord's observance or performance of any of the Tenant's obligations.

11.3 Events of Default

If and whenever:

- (a) the Tenant defaults in its obligation to pay any Rent and such default continues for 30 days after the Landlord delivers notice of the default to the Tenant and the Commission;
- (b) the Tenant defaults in observing or performing any other obligation under this Lease, and such default continues for 60 days after the Landlord delivers to the Tenant and the Commission notice of the default, except that if the default, by its nature, requires more than 60 days to cure, the Tenant may have such further time to rectify the default as the Landlord considers reasonable so long as the Tenant begins to rectify promptly and thereafter proceeds with all due diligence;
- (c) the Tenant defaults in observing or performing any of its obligations under the Operating Agreement, and such default continues for 60 days after the Commission delivers to the Tenant and the Landlord notice of the default, except that if the default, by its nature, requires more than sixty days to cure, the Tenant may have such further time to rectify the default as the Commission considers reasonable so long as the Tenant begins to rectify promptly and thereafter proceeds with all due diligence;
- (d) an Event of Insolvency occurs;

- (e) the Property is vacated, the Tenant agrees to the ongoing use of the Property by a person who is not entitled to use the Property, or the Property is not used for the Specific Purpose; or
- (f) the Tenant defaults in observing or performing any obligation contained in any charge or encumbrance registered against the title to the Property, to which the Tenant has agreed in writing to observe or perform;

then, and in every such case, it will be lawful for the Landlord without notice to the Tenant, but with 30 days prior notice to the Commission, to immediately re-enter into and upon the Property, or any part thereof in the name of the whole, whereupon, but subject to the rights of a Lender set out in Section 14 hereof, this Lease will terminate immediately. Such termination will be wholly without prejudice to the Landlord's right to recover arrears of Rent or damages for any antecedent breach of covenant by the Tenant, and the Landlord may subsequently recover from the Tenant all losses, damages, costs, including legal costs, and expenses the Landlord suffers by reason of the Lease having been prematurely terminated. Notwithstanding any other provision of this Lease, if the Landlord elects to terminate this Lease prior to the expiration of the Term, the Commission or any Lender may require that as a condition of such early termination of the Term that the Landlord either:

- (g) pays to the Lender, on the termination date, the amount secured by the Mortgage; or
- (h) grants to the Lender a non-recourse mortgage in the principal amount equal to the amount secured by the Mortgage, which non-recourse mortgage will charge the Landlord's fee simple interest in the Property in priority to all other financial charges and otherwise on the same terms and conditions as the Mortgage with such amendments as are required to have the non-recourse mortgage charge the fee simple interest of the Landlord in the Property rather than the Leasehold Interest;

and upon the payment being made under (f) or the non-recourse mortgage being registered under (g), the Lease will be discharged.

11.4 Re-Letting

If any event of default set out in section 11.3 occurs, the Landlord, in addition to its other rights hereby reserved, may enter the Property as agent of the Tenant, either by using force or otherwise, without being liable for any prosecution therefor, and without terminating this Lease, and, on notice to the Tenant, may re-let or sublet, as the Tenant's agent, the Property or any part thereof and may apply the proceeds of that re-letting or subletting on account of Rent due or in satisfaction of the breach of any covenant or agreement herein contained, and the Tenant will remain liable for the deficiency, if any, together with the Landlord's reasonable expenses of retaking and re-letting, including legal fees, and the Landlord will nevertheless be entitled to recover from the Tenant, Rent due for the remainder of the Term in the event the Landlord has not so re-let, or, if the Landlord has re-let, may recover from the Tenant the difference in Rent payable by any new tenant of the Property for the balance of the Term and that required to be paid by the Tenant under this Lease for the balance of the Term, and the Tenant agrees to pay promptly on demand any amount as so determined.

11.5 Distress

The Landlord may levy distress upon the personal property of the Tenant for Rent in arrears, and, in case of removal by the Tenant of any personal property from the Property after any default by the Tenant, may follow such personal property notwithstanding any statute, by-law, regulation, or order of any Statutory

Authority. The Tenant waives and renounces the benefit of any present or future legislation purporting to limit or qualify the Landlord's right to distrain

11.6 Remedies Cumulative

The exercise of any specific right or remedy by the Landlord will not prejudice or preclude the Landlord from exercising any other right or remedy in respect thereof, whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination. All remedies are cumulative. The Landlord may apply to restrain by injunction any breach by the Tenant in observing or performing its obligations under this Lease.

11.7 Waiver Re-Entry

The Tenant hereby waives any present or future requirement that notice of the Landlord's intention to re-enter the Property be served or that the Landlord commence legal proceedings in order to re-enter the Property.

11.8 Condoning

Any condoning, excusing, or overlooking by the Landlord of any default by the Tenant in observing or performing its obligations under this Lease will not operate as a waiver of, or affect or defeat, the Landlord's rights in respect of any subsequent default.

12. IMPROVEMENTS

12.1 Ownership

The Improvements are to form part of the Property and are not to be considered the separate property of the Tenant and will become the absolute property of the Landlord upon the termination of the Lease, free and clear from all liens, charges, encumbrances, equities, or claims of the Tenant or any Person claiming under the Tenant.

13. SURRENDER OF LEASE

13.1 Surrender

The Tenant will peaceably surrender this Lease and its Leasehold Interest, and deliver possession of the Property to the Landlord at the expiry or earlier termination of the Term in accordance with its obligations hereunder, in a state of good repair pursuant to section 7 hereof. If this Lease is registered, the Tenant will deliver to the Landlord, in a timely manner, upon the request of the Landlord, a discharge of this Lease in registrable form.

13.2 Further Agreements

Prior to surrender of this Lease, the Tenant and the Landlord agree to engage with each other to consider further purposes, use, and potential redevelopment, renewal or refurbishment of the Improvements and the Land following expiry or earlier termination of the Term and to that purpose will conduct necessary investigations and discussions to identify the most appropriate use of the Land and Improvements with regard to the interests of each party, and the parties will in good faith consider entering into further agreements which may include, but are not limited to, the following options:

1. Extension of the Term of this Lease by the Tenant and Landlord, as well as related agreements as applicable,
2. Identification by the Tenant, subject to the Landlord's consent of a new operator to replace the Tenant and assume an extension of the Term of the Lease, and
3. The Tenant and Landlord enter into agreements for the redevelopment or repurposing of the Land.

13.3 Demolition and Removal of Improvements if no Further Agreements

If no further agreement for use of the Land or Improvements is entered into between the Landlord and the Tenant or a third party following the engagement, investigations and discussions described in section 13.2 then, upon surrender of this Lease, the Tenant will end all tenancies for the Improvements and, in a timely manner upon the written request of the Landlord (the "**Removal Request**"), demolish at their sole cost the Improvements and remove from the Property all debris and waste, and restore the Property to a safe, neat, and level condition, provided the Landlord provides the Removal Request to the Tenant within three hundred and sixty five (365) days of the expiry or termination of the Lease.

13.4 Removal of Personal Property

Upon the expiry or earlier termination of the Term, and if the Tenant is not then in default, the Tenant may remove from the Property all of the Tenants' personal property. The Tenant will repair any damage to the Improvements resulting from the Tenant's removal of its personal property.

14. RIGHTS OF LENDER

14.1 Notice of Mortgage

Within 7 days after a Mortgage permitted under section 6.4 is granted, the Tenant will deliver to the Landlord a true copy of that Mortgage.

14.2 No Surrender or Modification of Lease

The Landlord will not accept the surrender of, modify, or agree to accept the surrender of or modification of this Lease, except with the prior written consent of the Lender.

14.3 Notice of Default

The Landlord will not terminate this Lease or re-enter upon the Property, unless:

- (a) the Landlord first delivers to the Lender written notice of the default entitling the Landlord to so re-enter or terminate the Lease and specifying, in reasonable detail, the nature of the default;
- (b) the Lender fails to cure the Tenant's default in paying Rent within 45 days after the date of receipt of notice or within such further period as may be reasonable, having regard to the nature of the default or event, so long as the Lender commences to cure promptly and thereafter continues diligently; or
- (c) the Lender does not proceed under, or comply with, section 14.6.

14.4 Possession

If the default is of such nature that the Lender must be in possession of the Property in order to cure, then the period of 45 days referred to in section 14.3(b) will be extended to include the period of time required by the Lender to obtain such possession with due diligence, so long as during such extended period all the Tenant's other obligations under this Lease are being duly observed or performed.

14.5 Acceptance of Performance

The Landlord will accept observance or performance by the Lender of any of the Tenant's obligations as having the same force and effect as though observed or performed by the Tenant.

14.6 Realization

If the Lender commences foreclosure or other realization proceedings under its Mortgage, the Landlord will not terminate this Lease or re-enter upon the Property if:

- (a) within the 45 day period referred to in section 14.3(b), as the case may be, the Lender delivers to the Landlord written notice that it has commenced such proceedings;
- (b) except for an Event of Insolvency or other default or event which, by its nature, is incurable, the Lender cures all defaults or events as required by section 14.3(b) and, during the course of such proceedings, observes or performs, or causes to be observed or performed, the Tenant's obligations under this Lease; and
- (c) the Lender diligently prosecutes such proceedings to a conclusion.

14.7 Foreclosure

If the Lender, by foreclosure or otherwise, acquires or intends to assign or sublet the Leasehold Interest, the Lender, assignee or subtenant will not be obliged to observe or perform the Tenant's obligations under sections 5.1 or 6.4, but will otherwise comply with all the Tenant's other obligations under this Lease. If the Lender, assignee or subtenant elects not to comply with sections 5.1 and 6.4, the Landlord may deliver to the Lender within 60 days thereafter written notice electing to terminate this Lease at the end of such 60 day period. If the Landlord so elects, it will either:

- (a) pay to the Lender, on the termination date, the amount secured by the Mortgage; or
- (b) grant to the Lender, as a condition of the termination of the Lease, a non-recourse mortgage in the principal amount equal to the amount secured by the Mortgage, which non-recourse mortgage will charge the Landlord's fee simple interest in the Property in priority to all other financial charges and otherwise on the same terms and conditions as the Mortgage with such amendments as are required to have the non-recourse mortgage charge the fee simple interest of the Landlord in the Property rather than the Leasehold Interest.

14.8 Limited Recourse

If the Lender forecloses on the Leasehold Interest, or if the Lender assigns this Lease to another Person in the course of realization proceedings, in accordance with the requirements of this Lease, the Lender will deliver to the Landlord, concurrently with the effective date of any such foreclosure or assignment, a copy of the instrument of foreclosure or assignment and a binding and enforceable agreement whereby the Lender or the assignee, as the case may be, agrees with the Landlord, from and after the effective date of the foreclosure or assignment, to attorn as tenant to the Landlord and to be bound by the Tenant's obligations under the Lease except as otherwise set out in section 14.7. Upon delivery of such assignment of the Lease

by the Lender to the Landlord, the Lender will be released from all liability for the observance or performance of the Tenant's obligations under the Lease except for uncured defaults during such time as the Lender was tenant under the Lease provided that the assignee agrees to be bound by the terms of the Lease. The Landlord will consent to any such instrument or assignment if the Lender has cured, or caused to be cured, all defaults of the Tenant under the Lease.

14.9 CMHC and Commission

If a Lender other than CMHC forecloses on the Leasehold Interest and assigns the Leasehold Interest to CMHC, then so long as CMHC remains in possession of the Land it will be deemed to be a Lender for the purposes of this section 14. If a Lender other than CMHC assigns the Leasehold Interest to CMHC or if CMHC is the Lender, CMHC will not be bound by any provisions of this section 14 which contravene CMHC's requirements with respect to insured loans. If the Commission or CMHC is the Lender, the Commission or CMHC will not be bound by the insurance requirements set out in sections 8.1 or 8.2 during such time as it holds the Leasehold Interest after a foreclosure.

14.10 Priority

If there is more than one Lender, the rights granted to each of them by the Landlord pursuant to this section 14 will be deemed granted to each of them in order of the priority in the land title office of the registered security of each of them.

15. ARBITRATION

15.1 Arbitration Process

If and whenever any dispute arises between the Landlord and Tenant concerning anything regarding this Lease, including the interpretation or enforceability of any provision, or the rights or obligations of either the Landlord or Tenant, the Landlord and Tenant agree to submit that dispute to arbitration in the following manner and according to the following rules:

- (a) either party may deliver notice to the other party setting out the nature of the dispute, and naming an arbitrator;
- (b) within 10 days after receipt of such notice, the other party will deliver notice to the first party naming a second arbitrator;
- (c) each party will instruct the arbitrator appointed by it to agree with the other arbitrator on a third arbitrator and to appoint that third arbitrator, within 15 days after receipt by the first party of the notice referred to in section 15.1(b);
- (d) the three arbitrators will be governed by the provisions of the *Arbitration Act* of British Columbia and, within 30 days after the date of appointment of the third arbitrator, will reach a decision on the dispute and will deliver notice of that decision to the Landlord and Tenant;
- (e) if the second party does not appoint an arbitrator within the time limited by section 15.1(b), the arbitrator appointed pursuant to section 15.1(a), within 30 days after the date of his appointment, will reach a decision on the dispute and will deliver notice of that decision to the Landlord and Tenant;

- (f) if the two arbitrators fail to appoint a third arbitrator within the time limited by section 15.1(c), each of the Landlord and Tenant will dismiss the arbitrator appointed by it and will immediately submit the dispute to arbitration under the *Arbitration Act*;
- (g) each of the Landlord and Tenant will appoint an arbitrator who is at arm's-length from it, and hereby irrevocably authorizes and instructs that arbitrator to reach his decision fairly and without bias toward or against either party;
- (h) the decision of the majority of the three arbitrators or any single arbitrator, as the case may be, will be conclusive and binding on the Landlord and Tenant; and
- (i) the Landlord and Tenant will bear the costs of arbitration equally, or as determined by the majority of the three arbitrators or any single arbitrator, as the case may be.

If a Lender holds a Mortgage of the Tenant's leasehold interest in the Land, any notice of a dispute given under this section by one of the parties to the others will be given at the same time to the Lender and the Lender so notified will be given a reasonable opportunity by the parties to participate in the arbitration proceedings if it considers such proceedings may affect the Mortgage security.

16. HAZARDOUS SUBSTANCES

16.1 Acceptance of the Land

The Tenant has leased the Land after examining it and the Tenant takes possession of the Land on an "as is" basis and agrees that the Landlord has not made any representations, warranties, covenants and agreements with respect to the condition of the Land, the suitability of the Land for the Tenant's intended use or any use whatsoever, and in particular and without limiting the generality of the foregoing, as to the environmental condition of the Land.

16.2 Indemnity

The Tenant will indemnify and save harmless the Landlord, its officers, employees, agents, successors and assigns from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever including, without limitation, the full amount of all reasonable legal fees, costs, charges and expenses and the reasonable costs of removal, treatment, storage and disposal of any Hazardous Substance and remediation of the Property which may be paid by, incurred by or asserted against the Landlord, its officers, employees, agents, successors or assigns as a direct or indirect result of the presence of any Hazardous Substance on, in or under, or the escape, seepage, leakage, spillage, discharge, emission or other release of any Hazardous Substance from any part of the Property to the extent caused by any act or omission of the Tenant, its employees, agents, contractors, invitees, licensees or subtenants from any part of the Property during the time of the Tenant's possession of the Property only, into the environment including, without limitation, into or upon any real property, the atmosphere or any water course or body of water. This agreement to indemnify will continue in force so long as the possibility of such liability, loss, claim or damage exists. For certainty, the Tenant will not be liable for the liabilities, actions, damages, claims, losses, costs and expenses of any Hazardous Substance which existed on the Property prior to the Tenant taking possession of the Property and, except for costs incurred to demolish and remove the existing church hall on the Lands, costs related to remediation or removal of such pre-existing Hazardous Substances will be paid by the Landlord at their sole cost.

16.3 Not to Permit Hazardous Substances

The Tenant will not bring onto the Property, or suffer or permit to be brought onto the Property, any Hazardous Substance, and the Tenant hereby assumes all duties or obligations, including the costs in connection therewith, pursuant to the lawful requirements of any Statutory Authority for any remedial action for any Hazardous Substance found in, on or under the Property.

16.4 Removal of Hazardous Substances

If any Hazardous Substance is found in, on or under the Property, the Tenant will:

- (a) give the Landlord immediate notice, and thereafter give the Landlord from time to time notice of the extent and nature of the Tenant's compliance with the provisions of this section 16.4;
- (b) promptly remove from the Property any such Hazardous Substance in a manner which conforms with the lawful requirements of any Statutory Authority pertaining to the removal and movement of same;
- (c) if requested by the Landlord, obtain from an independent consultant approved by the Landlord verification of the complete and proper removal of the Hazardous Substance or, if such is not the case, a report as to the extent and nature of any failure to comply with the foregoing provisions; and
- (d) remedy, to the reasonable satisfaction of the Landlord, any damage to the Property caused by the presence of any Hazardous Substance or the Tenant's compliance with lawful statutory requirements with regard thereto.

For certainty, except for those costs incurred to demolish and remove the existing church hall on the Lands, the Landlord at their sole cost will reimburse the Tenant for any costs under this section related to a pre-existing Hazardous Substance which existed on the Property prior to the Tenant taking possession of the Property.

16.5 Exclusive Property of Tenant

If the Tenant brings or creates upon or under the Property any Hazardous Substance, or suffers or permits such, then, notwithstanding any rule of law or equity to the contrary, such Hazardous Substance will be and remain the sole and exclusive property of the Tenant, and will not become the property of the Landlord, notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance, and notwithstanding the expiry or earlier termination of this Lease.

16.6 Inspection of the Property

Upon giving notice to the Tenant, the Landlord or its representative may enter upon the Property to inspect the same if the Landlord has reason to believe that Hazardous Substances may be in, on or under the Property, but in so doing the Landlord will act reasonably to minimize the disruption to the Eligible Occupants. Without in any way limiting the generality of the foregoing, the Landlord or its representative may enter upon the Property to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Landlord, and the reasonable cost of such testing, assessment, investigation or study, as the case may be, shall be payable by the Tenant forthwith and shall be a charge upon the Property if such investigation finds that the Tenant is in breach of its duties or obligations under this section 16.

17. GENERAL PROVISIONS

17.1 Sale or Lease

The Landlord or its representative may enter on the Land at any reasonable time during normal business hours to display the Property for sale, and during the last two years of the Term, to display the Property for lease.

17.2 Notices

Unless otherwise specified, each notice to a party must be given in writing and delivered personally, or by courier or transmitted by fax to the parties as follows:

If to the Landlord at:

###

Fax No.: ###
Attention: ###

If to the Tenant at:

###

Fax No.: ###
Attention: ###

If to the Commission at:

1701 – 4555 Kingsway
Burnaby, BC V5H 4V8

Fax No.: 604-439-4726
Attention: Manager, Real Estate Services

or to any other address, fax number or person that the party designates. Any notice, if delivered personally or by courier, will be deemed to have been given when actually received, if transmitted by fax before 3:00 p.m. on a Business Day will be deemed to have been given on that Business Day, and if transmitted by fax after 3:00 p.m. on a Business Day will be deemed to have been given on the Business Day after the date of the transmission.

17.3 Overholding

If with the Landlord's consent, the Tenant remains in possession of the Property after the expiry or earlier termination of the Term, the Tenant will be deemed to be occupying the Property on a month to month tenancy, at a monthly basic rent as stipulated in the Landlord's consent to the overholding. Either the Landlord or the Tenant may terminate such month-to-month tenancy on the last day of any month by delivery of at least one month's notice of termination to the other. If, without the Landlord's consent the Tenant remains in possession of the Property after the expiry or earlier termination of the Term, the Tenant

will be deemed to be occupying the Property upon a tenancy at sufferance only, at a monthly basic rent stipulated by the Landlord and which may apply retroactively to the day following the end of the Term. The Landlord may terminate such tenancy at sufferance at any time by delivery of notice to the Tenant. Nothing contained in this section 17.3 will be construed so as to limit or impair or constitute a waiver of the Landlord's rights and remedies under section 11 or at law or in equity.

17.4 Payments after Termination

No payment of money by the Tenant to the Landlord after the expiry or earlier termination of the Term or after the Landlord has given any notice to the Tenant, will reinstate, continue, or extend the Term or render ineffective any notice given by the Landlord to the Tenant prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment granting the Landlord possession of the Property, the Landlord may collect and receive any Rent due under the Lease, and the payment thereof will not render ineffective any notice, or in any manner affect any pending suit or any judgment previously obtained.

17.5 No Merger

At the Landlord's option, the voluntary or other surrender or termination of this Lease will either have the effect of terminating all or any subleases or other rights of occupancy or of assigning to the Landlord all the Tenant's rights, benefits, and advantages under all or any such subleases or rights of occupancy, provided that if the Landlord elects to take an assignment of the Tenant's interests in the subleases or other rights of occupancy, the Landlord will assume the obligations of the Tenant thereunder. The Landlord may exercise such option by notice to the Tenant and to all subtenants or other occupants known to the Landlord.

17.6 Estoppel

The Tenant or Landlord, as the case may be, will execute and deliver, in a timely manner, to the Person who has made a written request therefor, a written statement certifying:

- (a) that this Lease is unmodified and is in full force and effect or, if there have been modifications, identifying what they are and certifying that the Lease is in full force and effect as modified;
- (b) the dates to which Rent has been paid; and
- (c) that neither the Landlord nor the Tenant, as the case may be, is in default under this Lease or, if in default, the particulars thereof.

17.7 Registration

The Tenant, at its cost, including the cost of preparing the leasehold explanatory plan, if any, shall register this Lease in the appropriate land title office.

17.8 Conditions

All the provisions of this Lease will be deemed and construed to be conditions as well as covenants as though the words specifically expressing covenants or conditions were used in each separate provision hereof.

17.9 Enuring effect

This Lease will enure to the benefit of and be binding upon the successors and permitted assigns of each of the Landlord and Tenant.

17.10 Commission or Successor not in Existence

The Landlord and Tenant acknowledge and agree that the Tenant shall not be in breach of this Lease for failing to obtain the Commission's consent or otherwise meet the requirements of the Commission under this Lease if the Commission ceases to exist and the successor to the Commission, if any, does not undertake the functions of the Commission under this Lease, provided that the Tenant shall continue to operate the Project in accordance with the Specific Purpose.

17.11 Easements

During the Term:

- (a) the Tenant will at all times do, observe, perform, keep, be liable under, and be bound by every covenant, attornment, licence, power, proviso, condition, agreement, and stipulation of the Remainder Owner contained in the Air Space Parcel Agreement to the same extent as if the Tenant had been the original Remainder Owner and as such had executed the Air Space Parcel Agreement;
- (b) the Landlord will not amend nor discharge the Air Space Parcel Agreement or other easements benefiting the Land registered against the Land under Nos. ### and ###; and
- (c) the Tenant and the Landlord will fulfill the obligations of and will enjoy the benefits conferred upon the grantee in the Air Space Parcel Agreement or other easements.

17.12 Modification or Amendment

Except as expressly provided in this Lease no amendment, supplement, restatement or termination of any provision of this Lease is binding unless it is in writing and signed by each person that is a party to this Lease at the time of the amendment, supplement, restatement or termination.

17.13 Counterparts

This Lease and any amendment, supplement, restatement or termination of any provision of this Lease may be executed and delivered in any number of counterparts each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

17.14 Execution

By signing the General Instrument, the parties have agreed to be bound by their respective obligations contained in this Lease.

18. PROVINCIAL RENTAL HOUSING CORPORATION ("PRHC")

18.1 Provisions of Lease Applicable to PRHC

During such time as PRHC is the Tenant under the Lease, the following provisions will apply:

- (a) PRHC will not be obliged to take out insurance as is required under the Lease, it being understood that PRHC may self-insure provided that PRHC will take out such insurance as is required by law;

THIRD PARTY LEASE WITH OPERATING AGREEMENT

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- (b) PRHC will not be required to provide the indemnity as is set out in section 9.1; and
- (c) Upon disposition of its interest in the Lease in accordance with section 6.1, PRHC will be released from all obligations under the Lease that arise after the date of disposition.

SCHEDULE "A"
PERMITTED ENCUMBRANCES

LEGAL NOTATIONS

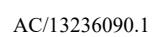
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CHARGES AND ENCUMBRANCES

###

A sub-lease of the Amenity Hall to the Landlord for the purpose of providing the Landlord with the right to use and occupy the Amenity Hall.

SKETCH PLAN SHOWING AMENITY HALL



SCHEDULE "C"
TRI-PARTITE AGREEMENT

THIS TRI-PARTITE AGREEMENT is dated for reference the _____ day of _____, _____.

AMONG:

###, having an office at ###
(the "Landlord")

AND:

###, having an office at ###
(the "Tenant")

AND:

###, having an office at ###
(the "Lender")

WHEREAS:

A. By a lease (the "Lease") registered in the ### Land Title Office under registration no. ###, the Landlord leased to the Tenant that certain parcel of land legally described as ###, (the "Land") along with certain improvements (the "Improvements") constructed or to be constructed thereon (the Land and Improvements are collectively called the "Property");

B. The Lender has agreed to make a loan (the "Loan") to the Tenant, and as security for the Loan the Tenant has agreed to grant to the Lender a mortgage (the "Mortgage") of the Tenant's interest in the Lease which mortgage is registered against the Property under registration no. ###; and

C. The Lender has required as a condition of making the Loan that the Landlord and the Tenant enter into this Tri-Partite Agreement with the Lender to set out their respective rights and obligations relating to the Lease and the Mortgage.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Representations of the Landlord and the Tenant

Each of the Landlord and Tenant severally represent and warrant to the Lender as follows:

- 1.1 the Lease is presently in full force and effect and has not been modified or amended, except as may have been disclosed to and accepted by the Lender in writing;
- 1.2 there has been no assignment or subletting of the Tenant's interest under the Lease, except for the Mortgage; and
- 1.3 all rental payments due and owing under the Lease have been paid in full and, to the best of each of their knowledge, there are no existing defaults under the Lease by either the Landlord or the Tenant.

2. Covenants of the Landlord

The Landlord covenants and agrees with the Lender that:

- 2.1 it will observe and perform all of the terms, conditions, covenants and agreements contained in the Lease to be observed and performed by the Landlord, will provide the Lender with a copy of all correspondence sent to the Tenant in relation to the Lease, the Property or the Mortgage, and will allow the Lender (within the period available to the Tenant or such longer time as provided for in the Lease) to cure any default of the Tenant under the Lease;
- 2.2 except with the written consent of the Lender, the Landlord will not:
 - 2.2.1 accept a surrender of the Lease;
 - 2.2.2 amend or vary the Lease in any way whatsoever; or
 - 2.2.3 transfer the Property or assign its interest in the Lease without first notifying the Lender of such intended transfer, and without first procuring from the proposed transferee before such transfer takes place a Tri-Partite Agreement among the proposed transferee, the Tenant and the Lender in substantially the same form as this Tri-Partite Agreement; and
- 2.3 the Landlord will not terminate the Lease, unless the Landlord complies with Section 11.3 of the Lease.

3. Covenants of the Tenant

The Tenant covenants and agrees with the Lender that:

- 3.1 it will observe and perform all of the terms, conditions, covenants and agreements contained in the Lease; and
- 3.2 except with the written consent of the Lender, the Tenant will not:
 - 3.2.1 surrender the Lease;
 - 3.2.2 terminate the Lease; or
 - 3.2.3 assign, amend or vary the Lease in any way whatsoever; or
 - 3.2.4 otherwise part with possession of its interest in the Lease.

4. Notice of Mortgage

The Landlord acknowledges that it has received a copy of the Mortgage in satisfaction of the requirement for delivery to the Landlord of a true copy of the Mortgage as set out in section 14.1 of the Lease.

5. Consent to Mortgage

The Landlord consents to the Mortgage, and any amendments or supplements thereto or replacements thereof (other than amendments or replacements which have the effect of increasing the principal which will require the further written consent of the Landlord, such consent not to be unreasonably withheld), and waives any breach or event of default that may have been occasioned under the Lease by virtue of the execution, delivery or registration of the Mortgage; provided that such consent shall not have the effect of waiving or modifying any of the other rights of the Landlord under the Lease, or of relieving the Tenant from the observance and performance of its covenants and obligations under the Lease.

6. No Obligation to Advance Funds

Nothing in this Tri-Partite Agreement shall be construed to obligate the Lender to advance any moneys pursuant to the Mortgage, the advance of moneys being in the complete and absolute discretion of the Lender.

7. Consent by the Tenant

The Tenant hereby consents to:

- 7.1 the Landlord giving to the Lender copies of all correspondence sent to the Tenant pursuant to the Lease; and
- 7.2 the Lender giving to the Landlord notice of any default under the Mortgage and any steps taken by the Lender to enforce any of its rights under the Mortgage.

8. Assignment

The Landlord and the Tenant will not assign their rights or obligations under this Tri-Partite Agreement (otherwise than by assignment by the Landlord in accordance with and to a transferee referred to in Section 2.2.3) without the Lender's prior written consent.

9. Additional Remedies

In addition to any remedies that are available to it under this Tri-Partite Agreement and at law, the Lender will be entitled to all equitable remedies, including specific performance, injunction or declaratory relief, to enforce its rights under this Tri-Partite Agreement against the Landlord and/or the Tenant.

10. Term

This Tri-Partite Agreement shall continue in full force and effect until the later of the termination of the Operating Agreement, the Tenant becoming entitled in law to receive a discharge of the Mortgage or receiving a similar agreement releasing the Tenant of its obligations under the Mortgage, or termination of the Lease or for such further period of time as the Lender may require to fully satisfy and exhaust its rights and remedies set out herein and in the Lease and the Mortgage,

provided that the Lender has provided a written acknowledgement of such termination to the Landlord and Tenant, such acknowledgement not to be unreasonably withheld or delayed

11. Notices

Unless otherwise specified, each notice to a party must be given in writing and delivered personally, or by courier, or transmitted by fax to the parties as follows:

If to the Landlord at:

Suite 1701, 4555 Kingsway
Burnaby, BC V5H 4V8

Fax No.: 604-439-4726
Attention: Manager, Real Estate Services

If to the Tenant at:

###

Fax No.: ###
Attention: ###

If to the Lender at:

###

Fax No.: ###
Attention: ###

or to any other address, fax number or person that the party designates. Any notice, if delivered personally or by courier, will be deemed to have been given when actually received, if transmitted by fax before 3:00 p.m. on a Business Day (meaning every day except Saturday, Sunday or a statutory holiday in the Province of British Columbia), will be deemed to have been given on that Business Day, and if transmitted by fax after 3:00 p.m. on a Business Day will be deemed to have been given on the Business Day after the date of the transmission.

12. Counterparts

This Tri-Partite Agreement, and any amendments thereto, may be executed and delivered in any number of counterparts, each of which when executed and delivered is deemed to be an original but all of which taken together constitute one and the same instrument.

13. Governing Law

This Tri-Partite Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties to this Tri-Partite Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of British Columbia and all courts competent to hear appeals therefrom.

14. Headings

The division of this Tri-Partite Agreement into articles, sections, paragraphs, subsections and clauses, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation of this Tri-Partite Agreement.

15. Validity of Provisions

If any provision of this Tri-Partite Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else contained in this Tri-Partite Agreement shall continue in full force and effect.

16. Waiver

No party will be deemed to have waived the exercise of any right that it holds under this Tri-Partite Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right. Failure by any party to exercise any of its rights, powers to remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies.

17. Time

Time is of the essence of this Tri-Partite Agreement, provided that the time for doing or completing any matter may be extended or abridged by an agreement in writing between the parties or their respective solicitors. Upon such extension or abridgement, time will remain of the essence unless otherwise agreed by the parties.

18. Amendments

Except as expressly provided in this Tri-Partite Agreement, no amendment, supplement, restatement or termination of any provision of this Tri-Partite Agreement is binding unless it is in writing and signed by each person that is a party to this Tri-Partite Agreement at the time of the amendment, supplement, restatement or termination.

19. Binding Effect and Enurement

This Tri-Partite Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

###

by its authorized signatory(ies):

Name:

Signed this _____ day of _____, _____

Name:

Signed this _____ day of _____, _____

###

by its authorized signatory(ies):

Name:

Signed this _____ day of _____, _____

Name:

Signed this _____ day of _____, _____

###

by its authorized signatory(ies):

Name:

Signed this _____ day of _____, _____

Name:

Signed this _____ day of _____, _____

SCHEDULE "D" **OFFER TO SUB-LEASE AMENITY HALL**

OFFER TO SUBLEASE – CHURCH HALL **486 JUBILEE ST., 162 FIRST ST. AND 447 TYEE ST, DUNCAN BC**

DATE: _____, 2025

Between: **DUNCAN HOUSING SOCIETY** ("DHS", or the
(BC SOCIETY NO. S0010958) "Landlord")

And: **THE ANGLICAN SYNOD OF THE DIOCESE** ("Diocese", or the
OF BRITISH COLUMBIA "Tenant")

1. BASIC TERMS

The basic terms of this Offer to Sublease are:

- (a) **Address of Landlord:** 280 First Street
Duncan, BC V9L 4T3
Attention: _____
Email: _____
- (b) **Address of Tenant:** 900 Vancouver Street
Victoria BC V8V 3V7
Attention: _____
Email: _____
- (c) **Lands:**

Municipal Address: 486 Jubilee St., 162 First St. and 447 Tyee St,
Duncan, BC

Legal Description: PID: _____
LOT _____ BLOCK 1 SECTION 18 RANGE 6
QUAMICHAN DISTRICT PLAN EPP129363
- (d) **Premises:** As shown shaded green and hatched, and labelled
"SUB-LEASED PORTION OF REMAINDER",
on Schedule A, being a ground-floor portion of a
multi-storey residential building, part of a
development to be constructed by the Landlord
on the Lands (the "**Project**")

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- (e) **Area of Premises:** Approximately 216 square metres / 2,325 square feet, along with 8 dedicated underground parking stalls of approximately 2.6-2.9 meters (width) x 5.6 meters (length) in size equivalent to those generally shown and labelled in red on the sketch plan attached as Schedule D hereto, and compliant with the City of Duncan Parking Bylaw.
- (f) **Term:** 60 (Sixty) years less one day, beginning on the Commencement Date.
- (g) **Annual Basic Rent:** Each and every year of the Term: ONE (\$1.00) dollar per annum
- (h) **Additional Rent:** As set out in subsection 4 (b)
- (i) **Permitted Use:** •Use by, or with the permission or licence of, the Diocese or the Parish of St. John the Baptist Church (the “Church”) for church and community uses, such as public gatherings, special events; everyday use by the Church as an annex, all uses to be compliant with the property’s municipal zoning bylaw, without exception.
- (j) **Deposit:** N/A
- (k) **Deposit To Be Paid To:** N/A
- (l) **Acceptance Date:** _____, 2025

The foregoing basic terms are approved by the parties. Any reference in this Offer to Sublease to a basic term shall be construed to include the provision set forth above as well as any additional terms and conditions of this Offer to Sublease where the basic term is more fully set forth.

2. OFFER

The Tenant hereby offers to lease from the Landlord the Premises upon the terms and conditions herein set forth.

3. TERM

The Term of the Sublease will be as set out in subsection 1(f).

Tenant	Landlord

- 3 -

4. RENT

The Tenant will pay to the Landlord, commencing on the Commencement Date, an annual rent being the aggregate of the following:

- (a) Basic Rent, commencing on the Commencement Date and on each anniversary date of the Sublease;
- (b) Additional Rent, being all reasonable maintenance and operating costs and utilities incurred by the Landlord with respect to the operation of the Lands which can be reasonably attributed to the Premises, including any property taxes assessed in respect of the Premises if same are not exempt from assessment, but excluding any capital costs, administration costs or management costs.
- (c) The Tenant will be directly responsible for maintenance and operating costs and utility charges incurred by the Tenant or the Church in the operation of the Premises (the "**Tenant's Direct Costs**"), including, without limitation, as set out in Schedule C hereto.

5. PERMITTED USE

The Tenant will use the Premises for those uses set out in subsection 1(i). Landlord expressly acknowledges the right of the Tenant to permit or license the use of the Premises on an occasional basis by third parties, and to charge rent or fees for such uses.

6. MAINTENANCE AND REPAIR

The Tenant will take good and reasonable care of the interior of the Premises, improvements, fixtures and equipment therein and any additions or alterations thereof now or hereafter located thereon and therein, and of every part thereof, and the Tenant shall at its own expense repair and maintain and keep the same in good order, repair and condition throughout, including damage that may be caused by burglary, robbery, or break-in, but excepting damage by fire, lightning or tempest and structural repairs not caused by reason of any wrongful act, neglect or default on the part of the Tenant, its employees and invitees.

7. LANDLORD'S IMPROVEMENTS

The Landlord will provide the Tenant with a site plan (the "Site Plan") that shows the location of the Premises within the Project, along with designated common areas and common facilities (including parking), within 30 days of the acceptance of this Offer by the Landlord.

The Site Plan will denote the Premises in substantially the same manner as in the form of the plan attached hereto as Schedule A, although amendments may be made by the Landlord to the Project as depicted on the Site Plan, as the Landlord, in its sole discretion, determines.

The Site Plan is agreed to form the basis for the construction of the Project and the Premises.

Tenant	Landlord

- 4 -

Nothing in this Offer or attached to this Offer will be construed as limiting the right of the Landlord to alter the design of the Project before completion of construction or to expand the size or alter the configuration of the Project provided that any such alteration shall not materially and adversely affects the size, location, or configuration of the Premises except with the prior written consent of the Tenant, not to be unreasonably withheld.

The Landlord will construct the Premises to a finished state, including tenant improvements, and ready for occupancy and use by the Tenant.

The Landlord will be responsible for tenant improvements necessary and required to be made and installed in and to the Premises in order for the Tenant to obtain an occupancy certificate in respect of the premises, and including without limitation HVAC, plumbing, interior walls, lighting, finished ceiling, light fixtures, cabinetry and appliances, and other usual interior improvements (the "Landlord's Work").

Upon completion of construction of the Premises and the Landlord's Work to the standard described, and upon the Commencement Date, the Landlord shall deliver same to the Tenant in a condition apt for the Tenant to occupy for the agreed purpose.

8. COMMENCEMENT DATE

The Landlord will give the Tenant not less than 21 days' written notice of the date that the Landlord's Work will be deemed to be finished and the Premises will be ready for occupation by the Tenant and for the Tenant to commence the Tenant's Work. The first day of the next month following the expiry of the 21-day notice period will be the "Commencement Date" of the Sublease.

9. PERMITS AND LICENSES, INSURANCE

The Tenant shall be responsible for obtaining, at its cost, any business licence and occupancy permit and any additional permits and licences as may be required for the Tenant's operations in the Premises.

The Tenant shall arrange at its expense for all-risk, fire and public liability and property damage insurance in amounts and having terms as will be acceptable to the Landlord and naming the Landlord as an additional insured.

10. SIGNAGE

Subject to obtaining the prior written approval of the Landlord and of all applicable governmental authorities, the Tenant shall have the right to place signage at the entrance to the Premises. Such signage shall comply with the Landlord's design criteria for the Lands and all local municipal requirements and shall be installed and maintained at the Tenant's sole cost and expense.

The Tenant shall submit details of the proposed signage to the Landlord for approval, and the Landlord agrees to not unreasonably withhold its approval.

Tenant	Landlord

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At the Tenant's sole expense, the Tenant shall remove such signage, and repair any damage caused by its installation or removal, upon the expiry or earlier termination of the Term of the Sublease.

11. SUBLEASE

The Sublease for the Premises (the "Sublease") shall be in the form prepared by the Landlord and which will comply with any requirements of the Landlord's lenders, modified as necessary to include the provisions of this Offer to Sublease and any reasonable non-financial modifications agreed to between the Landlord and the Tenant. The Landlord will prepare and deliver the Sublease to the Tenant for execution after the satisfaction or waiver of any subject conditions contained herein, and within a reasonable period of time prior to the Commencement Date. The Tenant agrees to execute and return the Sublease to the Landlord forthwith upon receipt of the same, and in any event prior to taking possession of or commencing operations in the Premises.

12. CONDITIONS PRECEDENT

The obligation of the parties to complete the leasing of the Premises pursuant to this Offer to Sublease is subject to and conditional upon the conditions precedent set out in Schedule B attached hereto.

13. NO REPRESENTATIONS

There are no representations, warranties, covenants or agreements, whether express or implied, related to the subject matter of this Offer to Sublease save as specifically set out in this Offer to Sublease.

14. REGISTRATION PERMITTED

This Offer to Sublease or the Sublease may be registered at the Land Title Office and the Landlord shall execute and deliver the Sublease in registrable form at the request of the Tenant. The costs of registration shall be borne by the Tenant.

15. ASSIGNMENT AND SUBLEASING

The Tenant shall not be entitled to assign its interest in this Offer to Sublease without the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion.

Other than as set out herein, the Tenant shall not have the right to sublease the Premises or any part thereof during the Term, except with the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion.

16. OPTION TO EXTEND TERM

If the Tenant duly and regularly pays the rent provided for in the Sublease, and performs each and every covenant in the Sublease to be performed and observed by the Tenant, and is in occupancy of the entire Premises, the Tenant shall have two options to extend the Term of the Sublease, each for a further period of Five (5) years on the same terms and

Tenant	Landlord

- 6 -

conditions as in the Sublease with the exception of any provisions for free rent, leasehold improvements or tenant allowances or inducements of any kind whatsoever, and with the exception of these renewal provisions. The Tenant shall give notice of exercise of its option to the Landlord not earlier than nine months and not later than six months prior to the end of the Term of the Sublease.

17. PARKING

The Tenant shall be allowed the use of 8 approximately 2.6-2.9 meters (width) x 5.6 meters (length) in size dedicated underground parking stalls in the Project equivalent to those generally shown and labelled in red on the sketch plan attached as Schedule D hereto, compliant with the City of Duncan Parking Bylaw, the location of which will be at the Landlord's discretion.

18. LANDLORD'S USE OF PREMISES

The Tenant will permit the Landlord, in its own name, to book or reserve the Premises for its own use or the use of residents of the Landlord's building and invitees, for full-day or partial day events such as Christmas and holiday celebrations, tenant meetings or other gatherings (each, a "Landlord Booking"), provided that there may be not more than 2 Landlord Bookings in any given month, and Landlord Bookings will be on terms substantially the same as those employed by the Tenant with other third-party users, except that there will be no rental fee charged to the Landlord, and provided that the Landlord follows the Tenant's usual booking or reservation procedures.

For certainty, the Landlord may book or reserve use of the Premises for days additional to the Landlord Bookings, but such additional bookings will require payment of a rental fee on the same terms as those employed by the Tenant with third-party users.

19. TIME

Time shall be of the essence hereof.

20. NOTICES

Any notices, requests or demands which may or are required to be given or made hereunder will be in writing and served personally, faxed or e-mailed as follows:

- (a) if to the Landlord, to the address or e-mail address set out in subsection 1(a);
- (b) and if to the Tenant, to the address or e-mail address set out in subsection 1(b);

provided that either party may change its address or e-mail address by written notice to the other and in such event this section will be deemed to be amended accordingly. Any notice, request or demand given or made hereunder by personal delivery or e-mail will be conclusively deemed to have been given or made on the day it is actually delivered or e-mailed unless it is delivered or e-mailed after 5:00 p.m. (Victoria time) or on a day other than a business day, in which case it will be deemed to have been given or made on the next business day.

Tenant	Landlord

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21. GOVERNING LAW

This Offer to Sublease and the Sublease will be construed according to and governed by the laws of the Province of British Columbia.

22. BINDING EFFECT

This Offer to Sublease will enure to the benefit of and be binding upon the Landlord and the Tenant and their representative administrators, successors and permitted assigns.

23. BUSINESS DAY

- (a) In this Offer to Sublease, "**business day**" means a day other than a Saturday, Sunday or statutory holiday in British Columbia.
- (b) If the date for the performance of any act or thing falls on a day which is a Saturday, Sunday or statutory holiday in British Columbia, then the date for the performance of such act or thing will be extended to the next business day.

24. EXECUTION BY ELECTRONIC MEANS

This Offer to Sublease may be executed by the parties and transmitted by fax or other electronic means and if so executed and transmitted this Offer to Sublease will be for all purposes as effective as if the parties had delivered an executed original Offer to Sublease.

25. EXECUTION IN COUNTERPARTS

This Offer to Sublease may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

26. OFFER

This Offer to Sublease is irrevocable and open for acceptance by the Landlord, in the manner indicated below, until 9:00 p.m. Victoria local time on the Acceptance Date, and if not accepted on or before such time and date will be absolutely null and void. This Offer to Sublease may be accepted by the Landlord executing this Offer to Sublease and returning same to the Tenant, and when accepted, this Offer to Sublease will constitute a binding agreement to lease the Premises in accordance with the terms hereof.

The Tenant has executed this Offer to Sublease this _____ day of _____, 2025.

TENANT:

THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA

Tenant	Landlord

- 8 -

Per: _____
(Authorized Signatory)

(Name & Title)

LANDLORD'S ACCEPTANCE

In consideration of the covenants and agreements of the Tenant contained in this Offer to Sublease, the Landlord hereby accepts the Tenant's offer herein and agrees to lease the Premises to the Tenant in accordance with the terms of this Offer to Sublease.

IN WITNESS WHEREOF the Landlord has executed this Offer to Sublease this _____ day of _____, 2025.

LANDLORD:

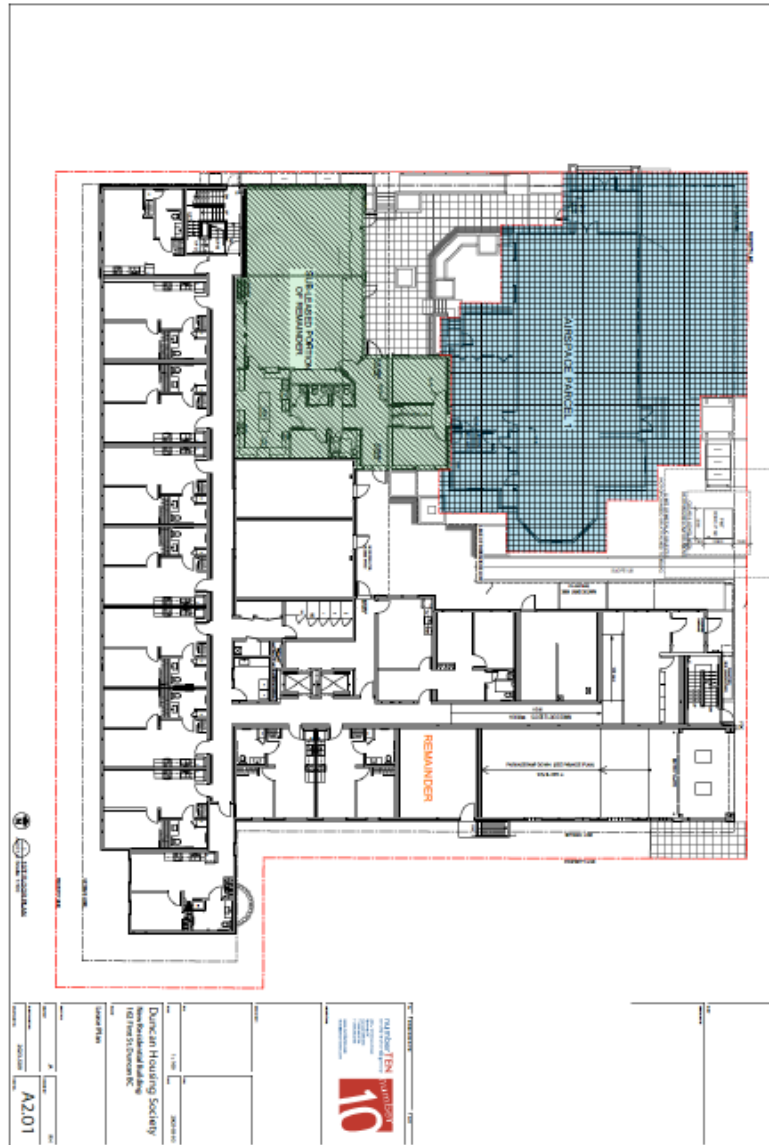
DUNCAN HOUSING SOCIETY

Per: _____
(Authorized Signatory)

(Name & Title)

Tenant	Landlord

SCHEDULE A
PLAN OF PREMISES



Tenant	Landlord

SCHEDULE B

CONDITIONS PRECEDENT

The obligations of the parties under this Offer to Sublease, including the obligation to enter into the Sublease, are subject to and conditional upon the completion to the satisfaction of the parties and in the manner set out therein of the conditions (the “Conditions”) set out below

1. Completion by the Landlord of the air space parcel subdivision for the Project resulting in the creation of legal title to the Lands;
2. Confirmation of final project approval by BC Housing respecting the Project, and issuance of a financing commitment by BC Housing in favour of the Landlord satisfactory to the Landlord (the “BC Housing Financing”);
3. Execution by the Tenant, the Landlord, and BC Housing of the Ground Lease;
4. Registration of the Ground Lease on title to the Lands; and
5. Registration of the BC Housing Financing on the Landlord’s leasehold title to the Lands;

all prior to December 31, 2025.

(collectively, the “Conditions”, and any one, a “Condition”).

The Conditions are for the benefit of both the Landlord and the Tenant and if any Condition is not waived or satisfied by both parties, this Offer to Sublease will be null and void. The Tenant acknowledges receipt of consideration for agreeing to not revoke or withdraw this Offer to Sublease prior to the time specified for removal of Conditions.

Tenant	Landlord

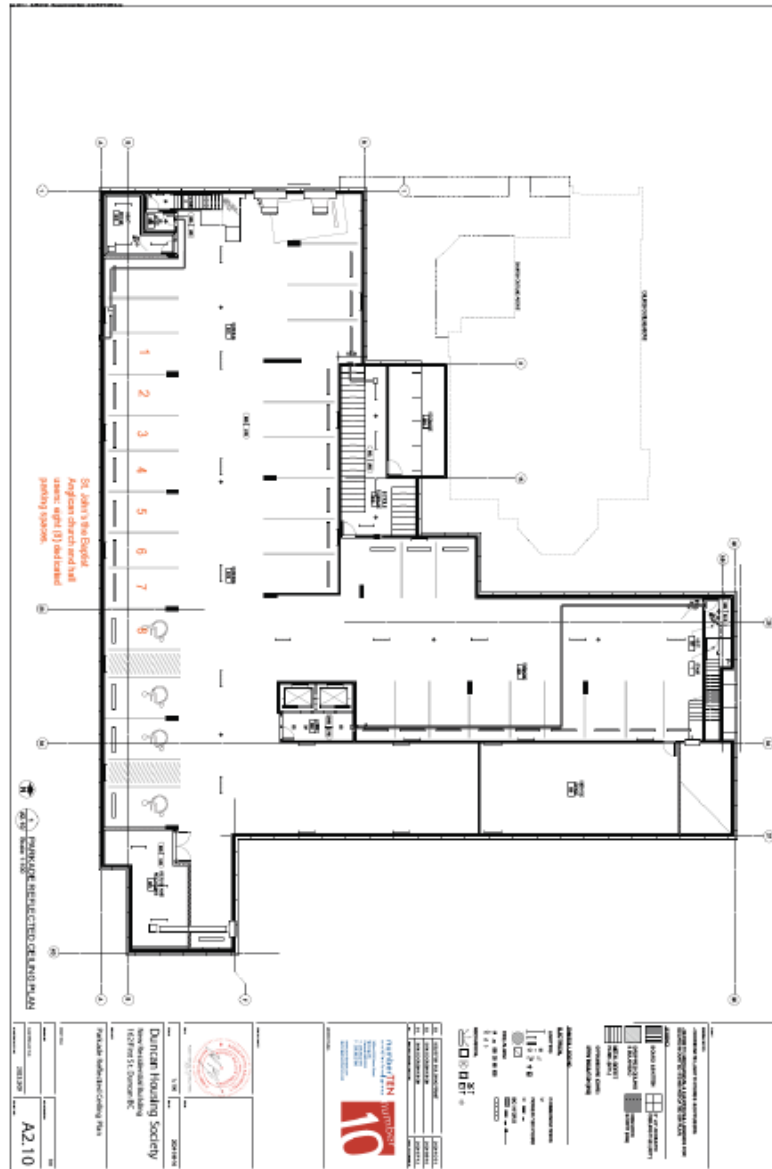
SCHEDULE C**TENANT'S DIRECT COSTS**

#	Expense	Responsibility/ Details
1	Water	Paid directly by Tenant (if separately metered)
2	Sewer	Paid directly by Tenant (if separately metered) <ul style="list-style-type: none"> Hall – for every 11 cubic meters (400 cubic feet) \$57/yr Minimum charge is \$386/yr
3	Insurance	Contents and Liability Insurance - obtained and paid directly by Tenant
5	Internet	Paid directly by Tenant
6	Telephone	Paid directly by Tenant
7	Audit/Legal	Paid directly by Tenant
8	Interior Building Maintenance	Paid directly by Tenant – Tenant responsible for the ongoing maintenance and replacement of kitchen appliances and interior upkeep/renovations of the hall space
10	Janitorial/ Cleaning Supplies	Paid directly by Tenant
12	Hydro - TBD	Premises to be separately metered.

DOC

Tenant	Landlord

SCHEDULE D
PARKING STALLS



DOC

Tenant	Landlord

THIRD PARTY LEASE WITH OPERATING AGREEMENT

AC/13236090.1

**OFFER TO SUBLEASE – CHURCH HALL
486 JUBILEE ST., 162 FIRST ST. AND 447 TYEE ST, DUNCAN BC**

DATE: _____, 2025

Between: **DUNCAN HOUSING SOCIETY** (“DHS”, or the
(BC SOCIETY NO. S0010958) **“Landlord”**)

And: **THE ANGLICAN SYNOD OF THE DIOCESE** (“Diocese”, or the
OF BRITISH COLUMBIA **“Tenant”**)

1. BASIC TERMS

The basic terms of this Offer to Sublease are:

(a) **Address of Landlord:** 280 First Street
Duncan, BC V9L 4T3
Attention: _____
Email: _____

(b) **Address of Tenant:** 900 Vancouver Street
Victoria BC V8V 3V7
Attention: _____
Email: _____

(c) **Lands:**

Municipal Address: **486 Jubilee St., 162 First St. and 447 Tyee St,**
Duncan, BC

Legal Description: PID: _____
LOT _____ BLOCK 1 SECTION 18 RANGE 6
QUAMICHAN DISTRICT PLAN EPP129363

(d) **Premises:** As shown shaded green and hatched, and labelled
“SUB-LEASED PORTION OF REMAINDER”,
on Schedule A, being a ground-floor portion of a
multi-storey residential building, part of a
development to be constructed by the Landlord
on the Lands (the “**Project**”)

- (e) **Area of Premises:** Approximately 216 square metres / 2,325 square feet, along with 8 dedicated underground parking stalls of approximately 2.6-2.9 meters (width) x 5.6 meters (length) in size equivalent to those generally shown and labelled in red on the sketch plan attached as Schedule D hereto, and compliant with the City of Duncan Parking Bylaw.
- (f) **Term:** 60 (Sixty) years less one day, beginning on the Commencement Date.
- (g) **Annual Basic Rent:** Each and every year of the Term: ONE (\$1.00) dollar per annum
- (h) **Additional Rent:** As set out in subsection 4 (b)
- (i) **Permitted Use:** ●Use by, or with the permission or licence of, the Diocese or the Parish of St. John the Baptist Church (the “**Church**”) for church and community uses, such as public gatherings, special events; everyday use by the Church as an annex, all uses to be compliant with the property’s municipal zoning bylaw, without exception.
- (j) **Deposit:** N/A
- (k) **Deposit To Be Paid To:** N/A
- (l) **Acceptance Date:** _____, 2025

The foregoing basic terms are approved by the parties. Any reference in this Offer to Sublease to a basic term shall be construed to include the provision set forth above as well as any additional terms and conditions of this Offer to Sublease where the basic term is more fully set forth.

2. OFFER

The Tenant hereby offers to lease from the Landlord the Premises upon the terms and conditions herein set forth.

3. TERM

The Term of the Sublease will be as set out in subsection 1(f).

Tenant	Landlord

4. RENT

The Tenant will pay to the Landlord, commencing on the Commencement Date, an annual rent being the aggregate of the following:

- (a) Basic Rent, commencing on the Commencement Date and on each anniversary date of the Sublease;
- (b) Additional Rent, being all reasonable maintenance and operating costs and utilities incurred by the Landlord with respect to the operation of the Lands which can be reasonably attributed to the Premises, including any property taxes assessed in respect of the Premises if same are not exempt from assessment, but excluding any capital costs, administration costs or management costs.
- (c) The Tenant will be directly responsible for maintenance and operating costs and utility charges incurred by the Tenant or the Church in the operation of the Premises (the “**Tenant’s Direct Costs**”), including, without limitation, as set out in Schedule C hereto.

5. PERMITTED USE

The Tenant will use the Premises for those uses set out in subsection 1(i). Landlord expressly acknowledges the right of the Tenant to permit or license the use of the Premises on an occasional basis by third parties, and to charge rent or fees for such uses.

6. MAINTENANCE AND REPAIR

The Tenant will take good and reasonable care of the interior of the Premises, improvements, fixtures and equipment therein and any additions or alterations thereof now or hereafter located thereon and therein, and of every part thereof, and the Tenant shall at its own expense repair and maintain and keep the same in good order, repair and condition throughout, including damage that may be caused by burglary, robbery, or break-in, but excepting damage by fire, lightning or tempest and structural repairs not caused by reason of any wrongful act, neglect or default on the part of the Tenant, its employees and invitees.

7. LANDLORD’S IMPROVEMENTS

The Landlord will provide the Tenant with a site plan (the “Site Plan”) that shows the location of the Premises within the Project, along with designated common areas and common facilities (including parking), within 30 days of the acceptance of this Offer by the Landlord.

The Site Plan will denote the Premises in substantially the same manner as in the form of the plan attached hereto as Schedule A, although amendments may be made by the Landlord to the Project as depicted on the Site Plan, as the Landlord, in its sole discretion, determines.

The Site Plan is agreed to form the basis for the construction of the Project and the Premises.

Tenant	Landlord

Nothing in this Offer or attached to this Offer will be construed as limiting the right of the Landlord to alter the design of the Project before completion of construction or to expand the size or alter the configuration of the Project provided that any such alteration shall not materially and adversely affects the size, location, or configuration of the Premises except with the prior written consent of the Tenant, not to be unreasonably withheld.

The Landlord will construct the Premises to a finished state, including tenant improvements, and ready for occupancy and use by the Tenant.

The Landlord will be responsible for tenant improvements necessary and required to be made and installed in and to the Premises in order for the Tenant to obtain an occupancy certificate in respect of the premises, and including without limitation HVAC, plumbing, interior walls, lighting, finished ceiling, light fixtures, cabinetry and appliances, and other usual interior improvements (the "Landlord's Work").

Upon completion of construction of the Premises and the Landlord's Work to the standard described, and upon the Commencement Date, the Landlord shall deliver same to the Tenant in a condition apt for the Tenant to occupy for the agreed purpose.

8. COMMENCEMENT DATE

The Landlord will give the Tenant not less than 21 days' written notice of the date that the Landlord's Work will be deemed to be finished and the Premises will be ready for occupation by the Tenant and for the Tenant to commence the Tenant's Work. The first day of the next month following the expiry of the 21-day notice period will be the "Commencement Date" of the Sublease.

9. PERMITS AND LICENCES, INSURANCE

The Tenant shall be responsible for obtaining, at its cost, any business licence and occupancy permit and any additional permits and licences as may be required for the Tenant's operations in the Premises.

The Tenant shall arrange at its expense for all-risk, fire and public liability and property damage insurance in amounts and having terms as will be acceptable to the Landlord and naming the Landlord as an additional insured.

10. SIGNAGE

Subject to obtaining the prior written approval of the Landlord and of all applicable governmental authorities, the Tenant shall have the right to place signage at the entrance to the Premises. Such signage shall comply with the Landlord's design criteria for the Lands and all local municipal requirements and shall be installed and maintained at the Tenant's sole cost and expense.

The Tenant shall submit details of the proposed signage to the Landlord for approval, and the Landlord agrees to not unreasonably withhold its approval.

Tenant	Landlord

At the Tenant's sole expense, the Tenant shall remove such signage, and repair any damage caused by its installation or removal, upon the expiry or earlier termination of the Term of the Sublease.

11. SUBLEASE

The Sublease for the Premises (the "**Sublease**") shall be in the form prepared by the Landlord and which will comply with any requirements of the Landlord's lenders, modified as necessary to include the provisions of this Offer to Sublease and any reasonable non-financial modifications agreed to between the Landlord and the Tenant. The Landlord will prepare and deliver the Sublease to the Tenant for execution after the satisfaction or waiver of any subject conditions contained herein, and within a reasonable period of time prior to the Commencement Date. The Tenant agrees to execute and return the Sublease to the Landlord forthwith upon receipt of the same, and in any event prior to taking possession of or commencing operations in the Premises.

12. CONDITIONS PRECEDENT

The obligation of the parties to complete the leasing of the Premises pursuant to this Offer to Sublease is subject to and conditional upon the conditions precedent set out in Schedule B attached hereto.

13. NO REPRESENTATIONS

There are no representations, warranties, covenants or agreements, whether express or implied, related to the subject matter of this Offer to Sublease save as specifically set out in this Offer to Sublease.

14. REGISTRATION PERMITTED

This Offer to Sublease or the Sublease may be registered at the Land Title Office and the Landlord shall execute and deliver the Sublease in registrable form at the request of the Tenant. The costs of registration shall be borne by the Tenant.

15. ASSIGNMENT AND SUBLEASING

The Tenant shall not be entitled to assign its interest in this Offer to Sublease without the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion.

Other than as set out herein, the Tenant shall not have the right to sublease the Premises or any part thereof during the Term, except with the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion.

16. OPTION TO EXTEND TERM

If the Tenant duly and regularly pays the rent provided for in the Sublease, and performs each and every covenant in the Sublease to be performed and observed by the Tenant, and is in occupancy of the entire Premises, the Tenant shall have two options to extend the Term of the Sublease, each for a further period of Five (5) years on the same terms and

Tenant	Landlord

conditions as in the Sublease with the exception of any provisions for free rent, leasehold improvements or tenant allowances or inducements of any kind whatsoever, and with the exception of these renewal provisions. The Tenant shall give notice of exercise of its option to the Landlord not earlier than nine months and not later than six months prior to the end of the Term of the Sublease.

17. PARKING

The Tenant shall be allowed the use of 8 approximately 2.6-2.9 meters (width) x 5.6 meters (length) in size dedicated underground parking stalls in the Project equivalent to those generally shown and labelled in red on the sketch plan attached as Schedule D hereto, compliant with the City of Duncan Parking Bylaw, the location of which will be at the Landlord's discretion.

18. LANDLORD'S USE OF PREMISES

The Tenant will permit the Landlord, in its own name, to book or reserve the Premises for its own use or the use of residents of the Landlord's building and invitees, for full-day or partial day events such as Christmas and holiday celebrations, tenant meetings or other gatherings (each, a "Landlord Booking"), provided that there may be not more than 2 Landlord Bookings in any given month, and Landlord Bookings will be on terms substantially the same as those employed by the Tenant with other third-party users, except that there will be no rental fee charged to the Landlord, and provided that the Landlord follows the Tenant's usual booking or reservation procedures.

For certainty, the Landlord may book or reserve use of the Premises for days additional to the Landlord Bookings, but such additional bookings will require payment of a rental fee on the same terms as those employed by the Tenant with third-party users.

19. TIME

Time shall be of the essence hereof.

20. NOTICES

Any notices, requests or demands which may or are required to be given or made hereunder will be in writing and served personally, faxed or e-mailed as follows:

- (a) if to the Landlord, to the address or e-mail address set out in subsection 1(a);
- (b) and if to the Tenant, to the address or e-mail address set out in subsection 1(b);

provided that either party may change its address or e-mail address by written notice to the other and in such event this section will be deemed to be amended accordingly. Any notice, request or demand given or made hereunder by personal delivery or e-mail will be conclusively deemed to have been given or made on the day it is actually delivered or e-mailed unless it is delivered or e-mailed after 5:00 p.m. (Victoria time) or on a day other than a business day, in which case it will be deemed to have been given or made on the next business day.

Tenant	Landlord

21. GOVERNING LAW

This Offer to Sublease and the Sublease will be construed according to and governed by the laws of the Province of British Columbia.

22. BINDING EFFECT

This Offer to Sublease will enure to the benefit of and be binding upon the Landlord and the Tenant and their representative administrators, successors and permitted assigns.

23. BUSINESS DAY

- (a) In this Offer to Sublease, “**business day**” means a day other than a Saturday, Sunday or statutory holiday in British Columbia.
- (b) If the date for the performance of any act or thing falls on a day which is a Saturday, Sunday or statutory holiday in British Columbia, then the date for the performance of such act or thing will be extended to the next business day.

24. EXECUTION BY ELECTRONIC MEANS

This Offer to Sublease may be executed by the parties and transmitted by fax or other electronic means and if so executed and transmitted this Offer to Sublease will be for all purposes as effective as if the parties had delivered an executed original Offer to Sublease.

25. EXECUTION IN COUNTERPARTS

This Offer to Sublease may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

26. OFFER

This Offer to Sublease is irrevocable and open for acceptance by the Landlord, in the manner indicated below, until 9:00 p.m. Victoria local time on the Acceptance Date, and if not accepted on or before such time and date will be absolutely null and void. This Offer to Sublease may be accepted by the Landlord executing this Offer to Sublease and returning same to the Tenant, and when accepted, this Offer to Sublease will constitute a binding agreement to lease the Premises in accordance with the terms hereof.

The Tenant has executed this Offer to Sublease this _____ day of _____, 2025.

TENANT:

THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA

Tenant	Landlord

Per: _____
(Authorized Signatory)

(Name & Title)

LANDLORD'S ACCEPTANCE

In consideration of the covenants and agreements of the Tenant contained in this Offer to Sublease, the Landlord hereby accepts the Tenant's offer herein and agrees to lease the Premises to the Tenant in accordance with the terms of this Offer to Sublease.

IN WITNESS WHEREOF the Landlord has executed this Offer to Sublease this _____ day of _____, 2025.

LANDLORD:

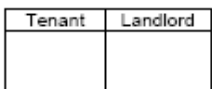
DUNCAN HOUSING SOCIETY

Per: _____
(Authorized Signatory)

(Name & Title)

Tenant	Landlord

PLAN OF PREMISES



SCHEDULE B

CONDITIONS PRECEDENT

The obligations of the parties under this Offer to Sublease, including the obligation to enter into the Sublease, are subject to and conditional upon the completion to the satisfaction of the parties and in the manner set out therein of the conditions (the “Conditions”) set out below

1. Completion by the Landlord of the air space parcel subdivision for the Project resulting in the creation of legal title to the Lands;
2. Confirmation of final project approval by BC Housing respecting the Project, and issuance of a financing commitment by BC Housing in favour of the Landlord satisfactory to the Landlord (the “BC Housing Financing”);
3. Execution by the Tenant, the Landlord, and BC Housing of the Ground Lease;
4. Registration of the Ground Lease on title to the Lands; and
5. Registration of the BC Housing Financing on the Landlord’s leasehold title to the Lands;

all prior to December 31, 2025.

(collectively, the “Conditions”, and any one, a “Condition”).

The Conditions are for the benefit of both the Landlord and the Tenant and if any Condition is not waived or satisfied by both parties, this Offer to Sublease will be null and void. The Tenant acknowledges receipt of consideration for agreeing to not revoke or withdraw this Offer to Sublease prior to the time specified for removal of Conditions.

Tenant	Landlord

SCHEDULE C

TENANT'S DIRECT COSTS

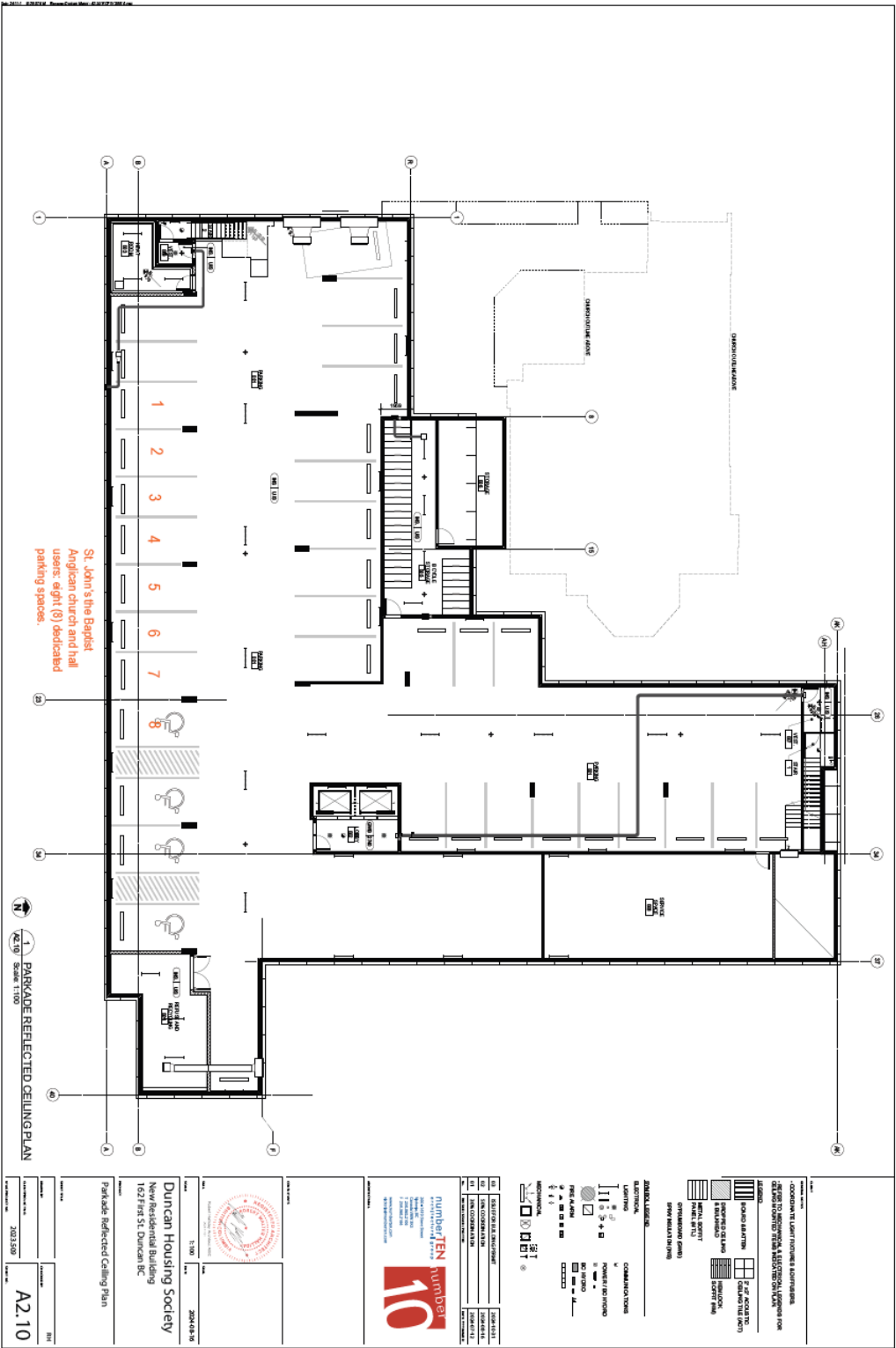
#	Expense	Responsibility/ Details
1	Water	Paid directly by Tenant (if separately metered)
2	Sewer	Paid directly by Tenant (if separately metered) <ul style="list-style-type: none">Hall – for every 11 cubic meters (400 cubic feet) \$57/yr Minimum charge is \$386/yr
3	Insurance	Contents and Liability Insurance - obtained and paid directly by Tenant
5	Internet	Paid directly by Tenant
6	Telephone	Paid directly by Tenant
7	Audit/Legal	Paid directly by Tenant
8	Interior Building Maintenance	Paid directly by Tenant – Tenant responsible for the ongoing maintenance and replacement of kitchen appliances and interior upkeep/renovations of the hall space
10	Janitorial/ Cleaning Supplies	Paid directly by Tenant
12	Hydro - TBD	Premises to be separately metered.

DOC

Tenant	Landlord

SCHEDULE D

PARKING STALLS



DOC

Tenant	Landlord

CITY OF DUNCAN
ENCROACHMENT AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of March, 2025.

BETWEEN:

CITY OF DUNCAN, a Municipal Corporation under the *Community Charter* of the Province of British Columbia, and having its municipal offices at
200 Craig Street, Duncan, B.C. V9L 1W3.

(the "City")

AND:

THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA
900 Vancouver Street, Victoria, B.C. V8V 3V7

(the "Registered Owner")

WHEREAS:

- A. The Registered Owner is the registered owner of the lands and premises at 486 Jubilee Street in the City of Duncan which is legally described as follows:

Parcel Identifier: 032-325-657

Legal Description: LOT A SECTIONS 17 AND 18 QUAMICHAN DISTRICT PLAN EPP129363

(the "Owner's Land")

- B. The Registered Owner has applied for and received a Development Permit from the City to develop the Owner's Land.
- C. Certain portions of the existing building on the Owner's Land encroach on lands that the City possesses for the benefit of the public, those lands being portions of the Jubilee Street road dedication adjacent to the Owner's Land ("City Land") and, as a condition of the Development Permit issued by the City, the Registered Owner must enter into this Encroachment Agreement (the "Agreement") to permit the encroachments.
- D. The City and the Registered Owner wish to enter into this Agreement to fulfil the conditions of the Development Permit.

THEREFORE, in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the Registered Owner to the City (the receipt of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. DEFINED TERMS

1.1 In and for the purposes of this Agreement, the following terms shall have the following meanings:

- (a) “Encroachment Area” means only that portion of City Land required to accommodate the Permitted Encroachments, the extent of which is shown in Schedule A of this Agreement; and
- (b) “Permitted Encroachments” means those portions of the existing church building on the Owner’s Land, primarily the existing Jubilee Street front entrance stairs and planters that extend beyond the boundaries of the Owner’s Land onto City Land, as generally shown in Schedule A of this Agreement.

2. PERMISSION TO ENCROACH

2.1 The City hereby grants to the Registered Owner permission for the Permitted Encroachments to encroach into the Encroachment Area.

3. TERM

3.1 This Agreement shall be in place unless terminated pursuant to the terms of this Agreement.

4. MAINTENANCE

4.1 The Registered Owner shall, at all times, keep and maintain the Permitted Encroachments in good and sufficient repair to the satisfaction of the City.

5. INDEMNIFICATION

5.1 The Registered Owner shall indemnify and save harmless the City and its officers, employees, agents and elected officials from and against all actions, proceedings, claims and demands by any person and shall reimburse the City for all damages and expenses caused or contributed to by the negligence or other default of the Registered Owner in respect of anything done pursuant or ostensibly pursuant to this Agreement including without limitation the construction, operation, maintenance, and repair of the Permitted Encroachments, except where caused by the City’s negligence.

6. RELEASE

- 6.1 The Registered Owner releases and forever discharges the City and its officers, employees, agents and elected officials from all manner of claims of any nature whatsoever which may arise by reason of or in connection with the performance or non-performance of this Agreement by the City.

7. INSURANCE

- 7.1 The Registered Owner covenants and agrees with the City that the Registered Owner shall maintain at its sole expense comprehensive general liability insurance providing coverage for acts or omissions by the Registered Owner, its employees and agents in the amount of not less than \$5,000,000 per occurrence, all inclusive, and the insurance policy shall:

- (a) name the City as an additional insured;
- (b) be issued by an insurance company entitled under provincial law to carry on business in British Columbia;
- (c) state that the policy;
 - i) applies to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured; and
 - ii) cannot be cancelled, lapsed or materially changed without thirty (30) days written notice to the City;
- (d) be maintained for a period ending twelve months after this Agreement is terminated; and
- (e) not include any deductible amount greater than \$2,000.00 per occurrence.

- 7.2 The Registered Owner shall provide the City's Director of Finance with a copy of the required policy upon execution of this Agreement and shall thereafter provide copies of any annual renewals and any amendment to the policy.

- 7.3 In the event the Registered Owner fails to maintain insurance as required by this Agreement, the City in its sole discretion may after seven (7) days' notice to the Registered Owner, obtain such insurance in whole or in part. If the City obtains such insurance, the Registered Owner shall reimburse the City for the cost of that insurance within fifteen (15) days of receiving written notice to do so from the City.

8. SURVIVAL OF TERMS

- 8.1 The indemnification, release, and insurance obligations of the Registered Owner under this Agreement shall survive any termination of this Agreement in relation to any event first arising or commencing on or before the date of termination of this Agreement.

9. TERMINATION

- 9.1 The Registered Owner understands and agrees that the City may at any time, in its sole discretion, withdraw the rights it has granted herein to the Registered Owner by giving thirty (30) days' notice to the Registered Owner in writing. In the event of such withdrawal, for any cause or reason whatsoever, the Registered Owner shall, at its own expense, within such time as may be specified by the City, remove the Permitted Encroachments and fill up any excavation made, constructed or maintained with respect to it, and otherwise restore the Encroachment Area to its original state to the satisfaction of the City.

10. REMOVAL OF FIXTURES AND CHATTELS

- 10.1 If the Registered Owner fails to clear the Encroachment Area as required under this Agreement, the City and its agents may remove all fixtures, chattels, improvements, personal property and all other things on the Encroachment Area. The cost of such removal and any deficiency will be a debt due and owing to the City by the Registered Owner upon receipt by the Registered Owner of the City's invoice for the deficiency.

11. REMEDIES

- 11.1 Notwithstanding the other remedies provided in this Agreement, the City shall retain the right to proceed with the enforcement of any security or indemnity provided in satisfaction of any claim, loss, or expense of any kind whatsoever arising under this Agreement or from the licence granted by this Agreement.

12. COMPENSATION

- 12.1 Notwithstanding any provision of the Agreement, the Registered Owner shall not be entitled to compensation for injurious affection or disturbance resulting in any way from the removal of the Permitted Encroachments and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the removal of the Permitted Encroachment or by reason of the termination of this Agreement.

13. NOTICE

- 13.1 Any notice required or allowed to be given under this Agreement shall be deemed to have been given to the party to whom it is addressed if it is mailed in British Columbia, in a prepaid envelope addressed to the address of the party as set out on page one (1) of this Agreement and any notice, demand, or request so given shall be deemed to have been received and given five (5) days after the date of mailing. Alternatively, any notice under this Agreement may be delivered by hand and shall be deemed to be received upon the day of delivery. In the case of notices to the City, notices must be to the attention of the City's Director of Corporate Services.

14. ENUREMENT

- 14.1 This Agreement shall enure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

15. COMPLIANCE WITH OTHER LAWS

- 15.1 Nothing in this Agreement exempts the Registered Owner from complying with all applicable laws, including all City bylaws, or from obtaining all required permits and licences relating to the use of the Encroachment Area or the Permitted Encroachments.

16. INTEREST IN LAND

- 16.1 This Agreement grants no interest in land in the Encroachment Area to the Registered Owner.

17. FURTHER ASSURANCE

- 17.1 The parties shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

18. WAIVER

- 18.1 Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

19. INTERPRETATION

- 19.1 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or feminine or the body politic or corporate as the context requires.

20. REFERENCES

- 20.1 Every reference to each party is deemed to include the heirs, executors, administrators, permitted assigns, employees, servants, agents, contractors, officers, directors and invitees of such party, where the context so permits or requires.

21. SEVERANCE

- 21.1 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

22. SALE OR ALIENATION OF LAND

22.1 The Registered Owner shall not transfer or assign this Agreement in whole or in part and shall not permit or suffer any other person to occupy the whole or any part of the Encroachment Area, without the written consent of the City. The Registered Owner shall transfer its interest in the Owner's Land to any transferee without requiring the transferee to enter into an agreement with the City on the same terms as this Agreement, including this paragraph. This Agreement shall terminate upon any sale, transfer, or alienation of the Registered Owner's interest in or to the Owner's Land by the Registered Owner, such termination effective as of the date of transfer, and all provisions relating to the removal of the Permitted Encroachments and restoration of the Encroachment Area shall apply, unless the transferee of the Owner's Land enters into a satisfactory agreement with the City prior to the transfer date of the Owner's Land.

23. ENTIRE AGREEMENT

23.1 The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, whether verbal or written between the parties with respect to the subject matter hereof.

24. TIME OF ESSENCE

24.1 Time is of the essence of this Agreement.

25. GOVERNING LAW

25.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

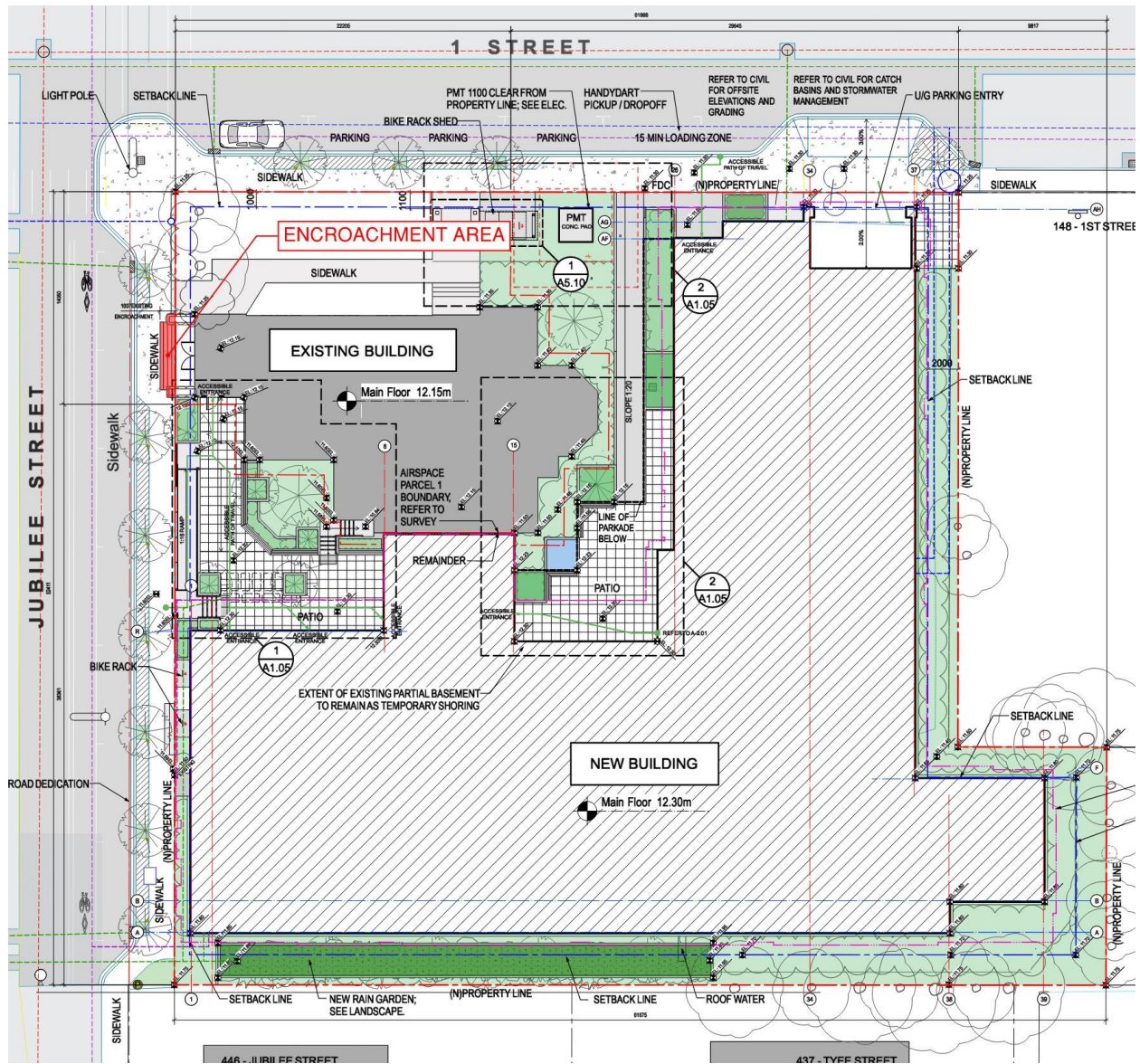
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF DUNCAN,)
by its authorized signatory:)
)
)
_____)
Peter de Verteuil,)
Chief Administrative Officer)

THE ANGLICAN SYNOD OF THE DIOCESE)
OF BRITISH COLUMBIA,)
by its authorized signatory:)
)
)
_____)
Name:)
Title:)

_____)
Witness Name:)

SCHEDULE A **Encroachment Area and Permitted Encroachments**



TERMS OF INSTRUMENT – PART 2
PARKING EASEMENT AND SECTION 219 COVENANT

BETWEEN:

The Anglican Synod of the Diocese of British Columbia
(the “**ASP Owner**”)

AND:

The Anglican Synod of the Diocese of British Columbia
(the “**Remainder Owner**”)

AND, for the purposes of the S.219 Covenant only:

The City of Duncan
(the “**City**”)

WHEREAS:

- A. The ASP Owner is the registered owner of the ASP.
- B. The Remainder Owner is the registered owner of the Remainder.
- C. The ASP Owner and the Remainder Owner have, separate to this Agreement, entered into an air space parcel easement agreement to permit the ASP Development and the Remainder Development to function as a single building on the Lands and thereby satisfy requirements of the Building Bylaw, the Zoning Bylaw and the Parking Bylaw.
- D. To satisfy certain requirements of the Parking Bylaw and permit the ASP Development and the Remainder Development to function and be considered as a single building, at least eight (8) off street parking spaces must be secured for the ASP Development, and to satisfy this requirement the Remainder Owner has agreed to grant to the ASP Owner an Easement, for full, free, and uninterrupted rights to access and use the ASP Parking Stalls within the Parking Lot, by way of right of way over and across the Remainder for the benefit of the ASP, as hereinafter described.
- E. The Remainder Owner wishes to remain responsible for maintenance of the Parking Lot.
- F. Acknowledging the importance of ensuring and maintaining sufficient off-street

parking for the ASP via access to and use of the Parking Lot, the ASP Owner and the Remainder Owner acknowledge and agree that the restrictions and requirements contained in this Agreement are in the public interest, and wish to grant a Covenant, on the terms below, in accordance with Section 219 of the *Land Title Act*, and the City has accepted and agreed to registration of the Covenant.

- G. Section 219 of the *Land Title Act* gives authority for a covenant and indemnity, whether of a negative or positive nature, to be registered against ASP and Remainder and granted in favour of the City with provisions:
- in respect of the use of land or the use of a building on or to be erected on land; and
 - that land is not to be built on or subdivided except in accordance with the covenant.
- H. The parties hereto wish to confirm the Easement and the Covenant (collectively, "**the Agreement**") and to register the same at the Land Title Office.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the matters referred to in the foregoing recitals, the covenants and mutual agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties, for themselves and their successors and assigns, hereby acknowledge, agree, covenant, declare and grant as follows, including under section 219 of the *Land Title Act*:

Definitions

1. In this Agreement, the following terms have the following meanings unless the context otherwise requires:
 - (a) "**ASP**" means that area subdivided from the Lands, including the Church, outlined in bold black and shown on the ASP Plan;
 - (b) "**ASP Owner**" means The Anglican Synod of the Diocese of British Columbia in its capacity as the registered owner of the ASP and each parcel or lot into which the ASP may be subdivided and its respective successors in title in their capacity as the registered owners from time to time of the ASP;
 - (c) "**ASP Parking Stalls**" means the minimum eight (8) parking stalls dedicated for use by the ASP Owner, their invitees and visitors to the Church, and signed accordingly, as generally shown and labelled in red on the Parking Lot Plan;
 - (d) "**ASP Plan**" means Air Space Plan EPP138646, prepared by McElhanney, a copy of which is attached to this Agreement as Schedule "A";
 - (e) "**Building Bylaw**" means the Building Bylaw, No. 1848, 1998 of the City of Duncan, as amended and in force and re-enactments or replacements

thereof;

- (f) **"City"** means the City of Duncan;
- (g) **"Church"** means the Church building, including any portion thereof, located on the ASP that is owned by the Anglican Synod of the Diocese of British Columbia at the time of this Agreement;
- (h) **"Covenant"** means the covenant granted by this Agreement pursuant to section 219 of the *Land Title Act*;
- (i) **"Development"** in respect of any Parcel means all buildings, erections, improvements and other structures from time to time constructed within such Parcel built in accordance with the plans approved by the City and all subsequent alterations, additions and replacements thereof, as the case may be;
- (j) **"Easement"** means the easement granted by section 2 of this Agreement;
- (k) **"Lands"** means, collectively, those parcels located within Duncan, B.C. with civic addresses of 486 Jubilee St., 162 First St. and 447 Tyee St., having the following legal descriptions:

PID: _____
LOT _____ BLOCK 1 SECTION 18 RANGE 6 QUAMICHAN
DISTRICT PLAN EPP129363;

- (l) **"Owner"** means individually the ASP Owner or the Remainder Owner, as applicable, and **"Owners"** means both of them;
- (m) **"Parking Bylaw"** means the Streets and Parking Regulations Bylaw No. 3101, 2014 of the City of Duncan, as amended and in force and re-enactments or replacements thereof
- (n) **"Parking Lot"** means the underground parking lot located on or under the Remainder which forms part of the Development on the Remainder, as generally shown on the Parking Lot Plan;
- (o) **"Parking Lot Plan"** means the sketch plan prepared by numberTEN architectural group titled "Parkade Reflected Ceiling Plan", a copy of which is attached to this Agreement as Schedule "B";
- (p) **"Remainder"** means that area of the Lands that is not within the ASP, which remainder is shown and labelled "1 Plan EPP138645" and "Rem 1 Plan EPP138645" on the ASP Plan;
- (q) **"Remainder Owner"** means The Anglican Synod of the Diocese of British Columbia in its capacity as the registered owner of the Remainder and each parcel or lot into which the Remainder may be subdivided and its

respective successors in title in their capacity as the registered owners from time to time of the Remainder or any such parcel or lot; and

- (r) “**Zoning Bylaw**” means the Zoning Bylaw 3166, 2017 of the City of Duncan, as amended and in force and re-enactments or replacements thereof.

PART 1 - GRANT OF EASEMENT

2. The Remainder Owner, for himself, his heirs, executors, administrators, successors and assigns, does hereby grant and convey in perpetuity and at all times unto the ASP Owner and their successors, assigns, employees, agents, workers, contractors, and invitees the full, free, and uninterrupted non-exclusive right, license, liberty, privilege, easement and right-of-way on, over, under and through the Remainder (the “**Easement**”), with or without vehicles for the benefit of and appurtenant to the ASP, in common with the Remainder Owner and all other persons now or hereafter having the express or implied permission of the Remainder Owner, for the purposes of:
 - (a) obtaining access to and egress from the ASP and the Parking Lot, including access and egress for members of the public; and
 - (b) parking of vehicles, including by members of the public, within the ASP Parking Stalls located in the Parking Lot.
3. The Remainder Owner covenants and agrees that:
 - (a) The ASP Owner shall have the right to fully use and enjoy the ASP Parking Stalls within the Parking Lot, and the Remainder Owner will not cause any interference with the rights of the ASP Owner granted by Sections 2 of this Agreement, except as may be provided for by written consent of the ASP Owner;
 - (b) The Remainder Owner will allow the ASP Owner and its officials, employees, contractors, subcontractors, agents, licensees, invitees, permittees and the public generally to enter upon the Easement as provided in Section 2 of this Agreement, and the Remainder Owner will not interfere with in any way or prevent any such person coming on to the Easement or the Parking Lot for the purposes permitted by this Agreement;
 - (c) The Remainder Owner must not install or maintain any gate or other barrier restricting access to the Parking Lot unless the Remainder Owner provides, and continues to provide, to the ASP Owner at the ASP Owner’s reasonable cost such key cards, key fobs or other required method of access to the Parking Lot in sufficient numbers, as determined by the ASP Owner at their sole discretion, to permit continued access to the Parking Lot and the ASP Parking Stalls by the ASP Owner, their invitees and visitors to the Church;
 - (d) The Remainder Owner must not do or permit to be done any act or thing

which might interfere with, injure, impair the operating efficiency of, or obstruct access to the Parking Lot, the ASP Parking Stalls, or any part thereof;

- (e) The Remainder Owner will from time to time and at all times at the reasonable request of the ASP Owner do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the ASP Owner of its rights under this Agreement; and
 - (f) The Remainder Owner will permit the ASP Owner to peacefully hold and enjoy the rights, liberties, privileges and Easement granted by this Agreement without hindrance, molestation or interruption on the part of the Remainder Owner or any person, firm, corporation claiming by, through, under or in trust, for the Remainder Owner.
4. The Remainder Owner further agrees that the Easement granted by this Agreement is and shall be of the same force and effect to all intents and purposes as a covenant running with the Lands and these presents, including all the covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the ASP Owner.
5. In the event that any dispute should arise between any of the parties hereto concerning the interpretation of this Agreement, the Easement hereby granted or any of the provisions contained herein, the parties concerned shall refer such dispute to arbitration pursuant to the provisions of the *Arbitration Act* of British Columbia or any successor thereto.

PART 2 – SECTION 219 COVENANT

6. The ASP Owner and the Remainder Owner covenant and agree with each other and with the City that:
- (a) the Easement granted by this Agreement shall not be released, discharged or otherwise cancelled without the express written consent of the City, at their sole discretion; and
 - (b) should the City grant such written consent, the Easement shall not be cancelled, released or discharged until a Form C Release, or other applicable Land Title Office document, to effect such cancellation, release or discharge has been executed by the City and registered in the Land Title Office.
7. The ASP Owner and the Remainder Owner agree that the restrictions and requirements in this Covenant are covenants running with the ASP and the Remainder in favour of the City and are intended to be perpetual, and shall continue to bind all of ASP and Remainder when subdivided. For greater certainty future owners of the ASP and Remainder, or portions thereof, shall be considered

the Owners under this Covenant.

Indemnity and Release

8. The ASP Owner covenants and agrees to indemnify and save harmless the City from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which anyone has or may have against the City or which the City incurs as a result of any loss, damage, deprivation, enrichment or injury, including economic loss and death, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, the granting of any approvals or the use of ASP or Remainder contemplated under this Agreement.
9. The ASP Owner releases and forever discharges the City of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which the ASP Owner and anyone, including third parties, can or may have against the City or any loss, damage, deprivation, enrichment or injury, including economic loss and death, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, the granting of any approvals or the use of the ASP or Remainder contemplated under this Agreement.
10. The Remainder Owner covenants and agrees to indemnify and save harmless the City from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which anyone has or may have against the City or which the City incurs as a result of any loss, damage, deprivation, enrichment or injury, including economic loss and death, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, the granting of any approvals or the use of the ASP or Remainder contemplated under this Agreement.
11. The Remainder Owner releases and forever discharges the City of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which the Remainder Owner and anyone, including third parties, can or may have against the City for any loss, damage, deprivation, enrichment or injury, including economic loss and death, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, the granting of any approvals or the use of the ASP or Remainder contemplated under this Agreement.
12. The releases and indemnities of this Agreement shall survive its termination.

Registration

13. At the Owners sole cost, the Owners must, respectively, do everything necessary to secure priority of registration and interest for the Agreement over all encumbrances of a financial nature on ASP and Remainder.

14. The Owners agree to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in the Agreement.
15. The Owners agree to be responsible for the legal fees and land title office costs in connection with the preparation and registration of the Agreement.

General

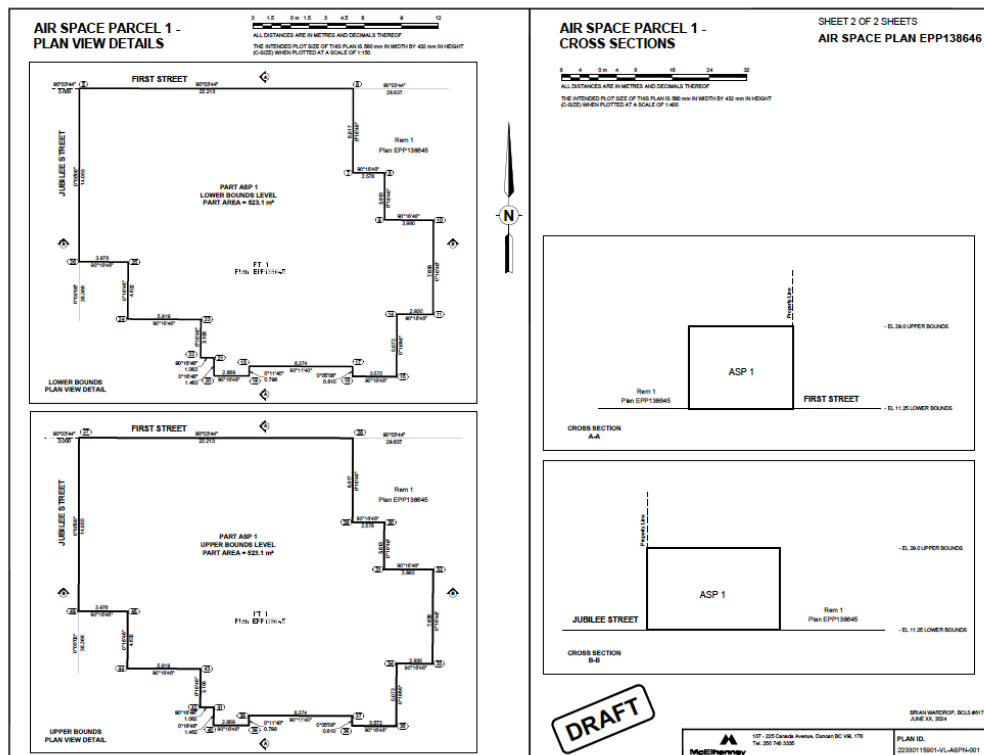
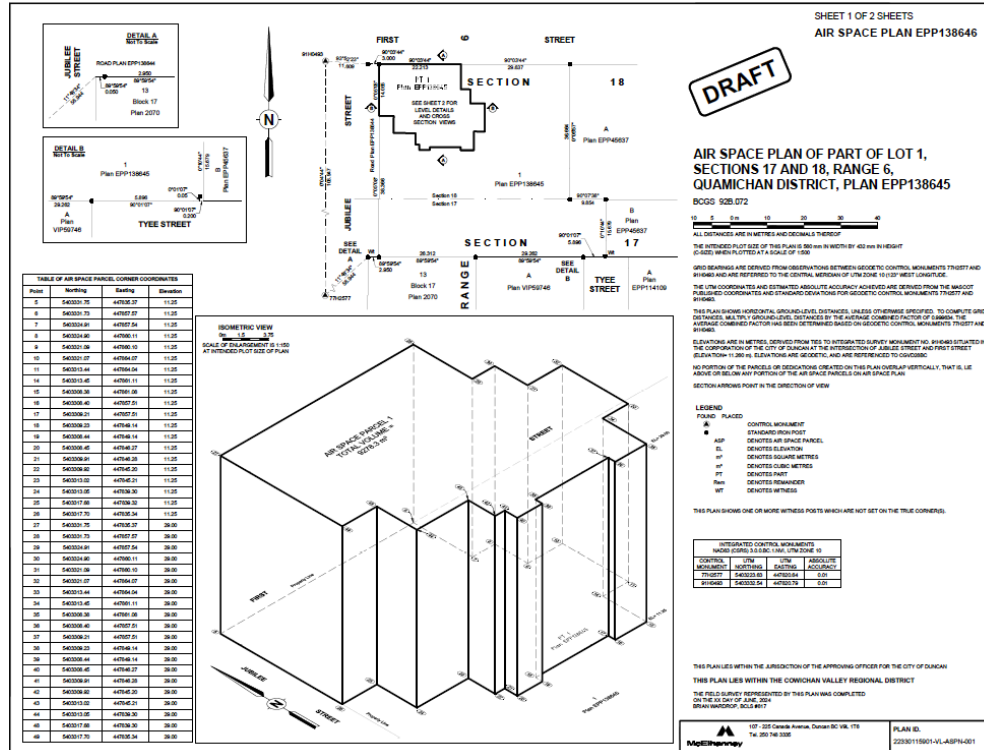
16. The Owners and the City agree that this Agreement shall be interpreted in accordance with the definitions in the City's Zoning Bylaw, Building Bylaw and Parking Bylaw, as amended from time to time.
17. The Owners respectively covenant and agree for themselves, their heirs, executors, successors and assigns, that they will at all times perform and observe the requirements and restrictions set out in this Agreement.
18. It is mutually understood, acknowledged and agreed by the parties that the City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owners other than those contained in this Agreement.
19. Nothing contained or implied in this Agreement:
 - (a) prejudices or affects the rights, powers or discretion of the City in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to ASP or Remainder as if the Agreement had not been executed and delivered by the Owner;
 - (b) imposes any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, on the City, to enforce this Agreement or the breach of any provision in this Agreement; or
 - (c) imposes any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the City, with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.
20. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of section 219(9) of the *Land Title Act*.
21. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity. The Owners agree that the City is entitled to obtain an order for specific performance, a prohibitory or mandatory injunction, or other combination of remedies, in respect of any breach of this Agreement by either of the Owners.
22. The waiver by a party of any breach of this Agreement or failure on the part of the

other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future breach or continuing failure, whether similar or dissimilar, and no waiver is effective unless it is written and signed by both parties.

23. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
24. Any notice required or permitted to be given in connection with this Agreement will be in writing and delivered personally or sent by prepaid express mail to the applicable addresses set out above in the Form C attached to, and forming part of, this Agreement. If notice is delivered personally, it will be considered given when delivered. If notice is mailed, it will be considered given five days after mailing by deposit at a Canada Post mailing point or office. A party may only change their address for delivery under this section by notice to the other party in accordance with this section.
25. Whenever the plural, singular, masculine or neuter is used herein, the same shall be construed as including the plural, singular, feminine, body corporate or politic unless the context requires otherwise.
26. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
27. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

The Owners and the City acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C attached to, and forming part of, this Agreement.

SCHEDULE "A" - Plan EPP138646



Architectural drawing of the St. John's the Baptist Anglican church and hall, showing the parking reflected ceiling plan. The plan includes a large hall, a church sanctuary, a kitchen, and a parking area with eight dedicated spaces. The drawing is oriented with North at the top. The title "PARKADE REFLECTED CEILING PLAN" is at the bottom left. The scale is 1:100. The drawing is dated 2013.10.01. The project is for the Duncan Housing Society, New Residential Building, 1621 West St. Duncan BC. The architect is A2.10.

LICENSE TO OCCUPY AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of February, 2025.

BETWEEN:

COWICHAN VALLEY REGIONAL DISTRICT

175 Ingram Street, Duncan, B.C. V9L 1N8

(the “**Regional District**”)

AND:

THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA

900 Vancouver Street, Victoria, B.C. V8V 3V7

(the “**Owner**”)

AND:

DUNCAN HOUSING SOCIETY

280 First Street, Duncan, B.C. V9L 4T3

(the “**Developer**”)

WHEREAS:

- A. The Owner is the registered owner of the lands and premises at 486 Jubilee Street and 162 First Street, legally described as follows:

Parcel Identifier: 032-325-657

Legal Description: LOT A SECTIONS 17 AND 18 QUAMICHAN DISTRICT PLAN EPP129363

(the “**Owner’s Land**”)

- B. The Regional District is the registered owner of the lands and premises at 148 First Street and 448 Tyee Street, legally described as follows:

Parcel Identifier: 029-439-990

Legal Description: LOT A SECTION 18 RANGE 6 QUAMICHAN DISTRICT PLAN EPP45637

AND

Parcel Identifier: 029-440-009

Legal Description: LOT B SECTION 17 RANGE 6 QUAMICHAN DISTRICT PLAN EPP45637

(collectively, the "**Regional District's Land**")

- C. The Owner wishes to construct a new building on the Owner's Land (the "**Proposed Development**").
- D. The Owner has entered into an agreement with the Developer to construct and manage the Proposed Development.
- E. The Owner has requested permission from the Regional District to temporarily enter upon and use a portion of the Regional District's Land adjacent to the Owner's Land to facilitate and accommodate the construction of the foundation and parkade for the Proposed Development as substantially described in Schedule "B" attached to this Agreement (the "**Owner's Works**").
- F. The Owner, Regional District, and the Developer wish to enter into this License to Occupy Agreement (the "**Agreement**") to permit the temporary use of the License Area (hereinafter defined) pursuant to the terms of this Agreement.

THEREFORE, in consideration of the premises herein and of the mutual agreements hereinafter set forth and contained herein and \$1.00 now paid by the Owner to the Regional District (the receipt of which is hereby acknowledged), the parties hereto agree each with the other as follows:

1. PERMISSION TO TEMPORARILY OCCUPY

- 1.1 The Regional District hereby grants to the Owner a non-exclusive license to temporarily use a portion of the Regional District's Land (the "**License**"), as illustrated in Schedule "A" of this Agreement on Schedule "A" (the "**License Area**") which is attached to and forms part of this Agreement for the sole purpose of the Owner's Works.
- 1.2 The Owner is expressly subject to the Regional District's use of the Regional District's Lands for its own purposes and the Owner acknowledges and agrees that the Regional District may restrict access to the Regional District's Lands and by extension the License Area on reasonable written notice of 30 days and provided that such restriction provides reasonable accommodation in connection with the construction of the Owner's Works, unless in the event of an emergency in which case the Regional District is not required to provide any notice to the Owner.
- 1.3 All costs and expenses of installation, placement, maintenance, security, construction or repair of the Owner's Works, the License Area or any portion or structure therein or thereon shall be borne by the Owner.

- 1.4 The Owner shall not permit any activity on the License Area to disrupt the peace, quiet or enjoyment of the owners or occupiers of adjacent lands and in particular, the Owner shall use the License Area in the manner herein provided only between the hours of 7:00 a.m. and 7:00 p.m. of the same day, unless otherwise permitted in writing by the Regional District.

2. INSTALLATION AND CONSTRUCTION

- 2.1 The License Area shall only be used for the purpose of the installation, operation, replacement, repair, removal, supplementing and maintenance of the Owner's Works as expressly permitted under this Agreement in relation to the construction of the Proposed Development and for no other use without the advance written consent of the Regional District.
- 2.2 The Owner's Works shall at all times be subject to all applicable statutes, laws, regulations, bylaws, building codes, orders and requirements of any federal, provincial, municipal or other public authority (including the Workers' Compensation Board) having jurisdiction at any time and from time to time in force ("**Applicable Laws**") and subject to reasonable directives, regulations and instructions that may be given by the Regional District.
- 2.3 The Owner will be and remain fully liable for all acts and omissions of the Owner and the Developer and their respective representatives, contractors, or subcontractors as though such were the acts and omissions of the Owner, and the Owner will be solely responsible for monitoring and supervising the Developer and its representatives, contractors, or subcontractors occupation and use of the Regional District's Lands and the License Area.
- 2.4 The Owner shall maintain the Owner's Works, in a good and safe state of repair and in a clean and orderly condition, including keeping all areas in and around the Owner's Works in a neat, clean and tidy and free and clear of all debris, material and tools, all in accordance with:
- (a) Applicable Laws;
 - (b) accepted and established engineering methods, procedures and standards known in the industry as good engineering practices; and
 - (c) the Regional District's rules, directives, regulations and instructions that may be issued from time to time.
- 2.5 The Owner must not undertake any work on the License Area, unless:
- (a) prior to undertaking any work associated with the Owner's Work, the Owner obtains all permits and approvals that are required under Applicable Laws for carrying out such work; and

(b) during the course of such work, the Owner complies with the requirements of all Applicable Laws.

- 2.6 The Owner's Works must be limited to excavation and shoring within the License Area under the direct supervision and oversight of a Professional Engineer, including but not limited to, security and perimeter construction area security fencing, any tree removal on the Regional District's Land within and immediately adjacent to the License Area, provided that any such tree removal is authorized in writing by the Regional District and approved by the City of Duncan in accordance with a valid tree removal permit.
- 2.7 The Owner covenants and agrees that at the request of the Regional District, the Owner will commission an arborist report in connection with any tree removal which report must contain the effects of the removal of the trees on any of the remaining trees. If in the opinion of the arborist, the remaining trees must also be removed, then the Owner will obtain a tree removal permit from the City of Duncan to remove the remaining trees at the Owner's sole cost and expense.
- 2.8 The Owner covenants and agrees that the License Area is "as-is where-is" and that it shall insure that any previously constructed works or equipment within or underneath the License Area will not be disturbed, disrupted or damaged during the commission of the Owner's Works.

3. TERM

- 3.1 This Agreement is valid for a term of one (1) year from the date of this Agreement, unless renewed in writing by both parties prior to end of the term.

4. RESTORATION OF THE LICENSE AREA

- 4.1 Upon completion of construction of the foundation and parkade for the Proposed Development, or upon expiry of this Agreement, whichever occurs first, the Owner must, within 30 days, restore the License Area to its original state and grade, including but not limited to clean backfill and compaction of soils, replace, repair, restore, or construct all below and above grade utilities infrastructure, new sod and watering in area but excluding replanting of trees that validly removed pursuant to the tree removal permit issued by the City of Duncan, all of which must be to the satisfaction of the Regional District.

5. DEPOSIT

- 5.1 As security for the due and proper performance by the Owner of all the covenants in this Agreement, prior to the execution of this Agreement by the Regional District, the Developer will deposit with the Regional District cash or a certified cheque in the amount of \$25,000.00 CAD (the "**Deposit**"). Failure to remit payment in accordance with this section

will void this Agreement.

- 7.1 The Owner and Developer agree that the Regional District shall be at liberty to use the Deposit to pay the costs of the Regional District in making repairs or removing the Owner's Works or remedying any default of the Owner pursuant to this Agreement.
- 7.2 If the Regional District applies any portion of the Deposit, the Deposit shall be replenished by that amount within 7 days or the Owner shall be in default under this Agreement.
- 7.3 The Regional District agrees that upon the termination of this Agreement and upon satisfaction of all provisions of this Agreement, including but limited to section 4 of this Agreement, the Deposit remaining, if any, shall be returned to the Developer, without interest.

6. INDEMNIFICATION

- 6.1 The Owner hereby releases, indemnifies and saves harmless the Regional District and its elected representatives, directors, officers, employees and agents from and against any and all liability, actions, causes of action, claims, debts, suits, losses, costs (including actual costs of professional advisors), demands and harm, whether known or unknown, which the Owner now has or may at any time suffer in relation to death, bodily injury, property loss, property damage or other loss or damage of any kind whatsoever, except where caused by the Regional District's negligence, arising from or connected with:
 - (a) the License granted by the Regional District as described in this Agreement;
 - (b) the exercise by the Owner of any right or permission under this Agreement;
 - (c) the use of the License Area by any person
 - (d) the constructions, maintenance, existence, use or removal of the Owner's Works;
 - (e) the default or breach of the Owner; or
 - (f) the wrongful act, omission or negligence of the Owner, its members, directors, officers, employees, agents, contractors, subcontractors, invitees, customers and others for whom it is responsible at law.

7. RELEASE

- 7.1 The Owner releases and forever discharges the Regional District and its officers, employees, agents and elected officials from all manner of claims of any nature whatsoever which may arise by reason of or in connection with the performance or non-performance of this Agreement by the Regional District.

8. BUILDERS LIEN

- 8.1 The Owner must, throughout the term of this Agreement at its own cost and expense, cause any and all builders liens and other liens for labour, services and materials alleged to have been furnished with respect to the Regional District's Land, which may be registered against or otherwise affect the Regional District's Land, to be paid, satisfied, released (including, without limitation, the release of all such liens from the interest of the Regional District in the Regional District's Land), or vacated within 30 days after the earlier of the Owner becoming aware of any such lien and the date when the Regional District delivers to the Owner written notice of any claim for any such lien PROVIDED HOWEVER, that in the event of a *bona fide* dispute by the Owner of the validity or correctness of any claim for any such lien, the Owner will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into court the amount claimed or sufficient security therefor, and such costs as the court may direct or the Owner may provide, as security in respect of such claim: and, upon being entitled to do so, the Owner must register all such documents as may be necessary to cancel such lien from the Regional District's Lands, including, without limitation, the Regional District's interest therein.

9. INSURANCE

- 9.1 The Owner agrees with the Regional District that the Owner shall maintain at its sole expense comprehensive general liability insurance providing coverage for acts or omissions by the Owner, its employees and agents in the amount of not less than \$5,000,000 per occurrence, all inclusive, and the insurance policy shall:
- (a) name the Regional District as an additional insured;
 - (b) be issued by an insurance company entitled under provincial law to carry on business in British Columbia;
 - (c) state that the policy;
 - i) applies to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured; and
 - ii) cannot be cancelled, lapsed or materially changed without thirty (30) days written notice to the Regional District;
 - (d) be maintained for a period ending twelve (12) months after this Agreement is terminated; and
 - (e) not include any deductible amount greater than \$2,000.00 per occurrence.
- 9.2 The Owner shall provide the Regional District with a copy of the required policy upon execution of this Agreement and shall thereafter provide copies of any annual renewals and any amendment to the policy.

- 9.3 In the event the Owner fails to maintain insurance as required by this Agreement, the Regional District in its sole discretion may after seven (7) days' notice to the Owner, obtain such insurance in whole or in part. If the Regional District obtains such insurance, the Owner shall reimburse the Regional District for the cost of that insurance within fifteen (15) days of receiving written notice to do so from the Regional District.

10. SURVIVAL OF TERMS

- 10.1 The indemnification, release, and insurance obligations of the Developer under this Agreement shall survive any termination of this Agreement in relation to any event first arising or commencing on or before the date of termination of this Agreement.

11. REMEDIES

- 11.1 Notwithstanding the other remedies provided in this Agreement, the Regional District shall retain the right to proceed with the enforcement of any security or indemnity provided in satisfaction of any claim, loss, or expense of any kind whatsoever arising under this Agreement or from the license granted by this Agreement.

12. FEES

- 11.1 Prior to the execution of this Agreement, the Owner will remit payment to the Regional District for the reimbursement of legal fees associated with the preparation and negotiation of this Agreement and all ancillary costs.

13. NOTICE

- 13.1 Notices. Any notice, demand, request or other instrument (each herein called a "Notice") which may be or is required to be given under this Agreement, will be in writing and delivered in person, by a reputable overnight courier which keeps receipts of delivery, or sent by electronic mail or mail (postage prepaid) and will be addressed:

if to the Regional District:

Address: 175 Ingram Street, Duncan, B.C. V9L 1N8

Attention: Danielle Myles Wilson, Chief Administrative Officer, CVRD

Email: Danielle.MylesWilson@cprd.bc.ca

if to the Owner or Developer:

Address;:

Attention:

Email:

- 13.2 Any such Notice will be conclusively deemed to have been given or made on the day upon which such Notice is delivered or transmitted by electronic mail or if mailed then on the fifth business day following the date of the mailing unless there is between the day of mailing and actual receipt a mail strike or other labour dispute which adversely affects mail service, in which case the party giving the Notice will deliver personally such Notice or transmit such Notice by electronic mail. Any notice given by electronic mail must also be given in any other manner permitted hereunder within three (3) days after the date of such electronic transmission.
- 13.3 Either party may at any time give Notice in writing to the other of any change of address of the party giving such Notice (or of any other person to receive a notice) and from and after the giving of such Notice, the address therein specified will be deemed to be the address of such party or person for the giving of Notices hereunder.

14. ENUREMENT

- 14.1 This Agreement shall enure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

15. COMPLIANCE WITH OTHER LAWS

- 15.1 Nothing in this Agreement exempts the Owner from complying with all applicable laws and bylaws or from obtaining all required permits and licenses relating to the use of the License Area.

16. INTEREST IN LAND

- 16.1 This Agreement grants no interest in land in the License Area to the Owner.

17. FURTHER ASSURANCE

- 17.1 The parties shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

18. WAIVER

- 18.1 Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

19. INTERPRETATION

- 19.1 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or feminine or the body politic or corporate as the context requires.

20. REFERENCES

- 20.1 Every reference to each party is deemed to include the heirs, executors, administrators, permitted assigns, employees, servants, agents, contractors, officers, directors and invitees of such party, where the context so permits or requires.

21. SEVERANCE

- 21.1 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

22. ENTIRE AGREEMENT

- 22.1 The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, whether verbal or written between the parties with respect to the subject matter hereof.

23. TIME OF ESSENCE

- 23.1 Time is of the essence of this Agreement.

24. GOVERNING LAW

- 24.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COWICHAN VALLEY REGIONAL DISTRICT,
by its authorized signatory:

Name:

Name:

THE ANGLICAN SYNOD OF THE DIOCESE
OF BRITISH COLUMBIA,
by its authorized signatory:

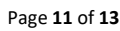
Name:
Title:

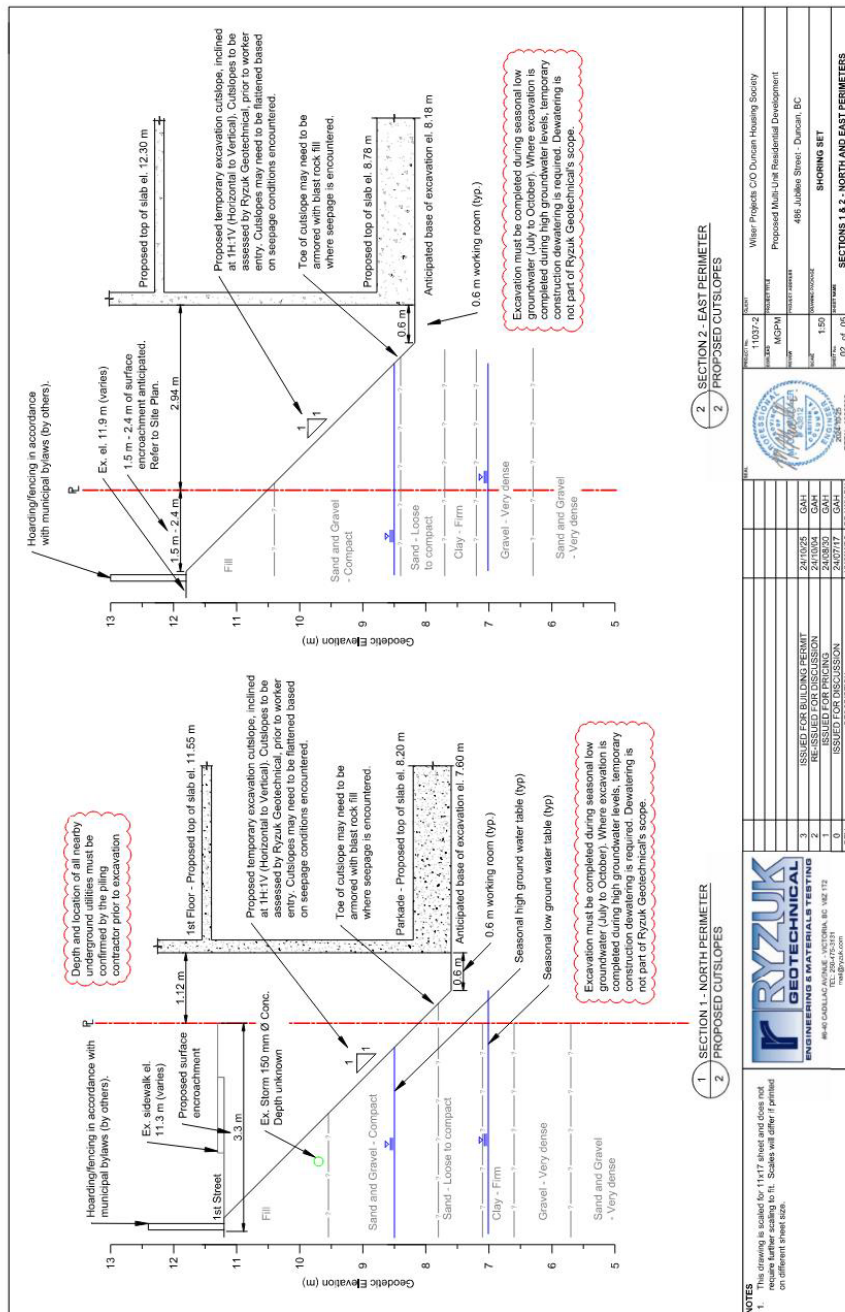
Witness Name:

DUNCAN HOUSING SOCIETY,
by its authorized signatory:

Name:
Title:

Witness Name:





SCHEDULE B - Owner's Works

Commented [A1]: To be confirmed by Developer.

- Excavation of the License Area to a maximum depth of 3.1 metres. The Owner covenants an agrees that any excavation or removal of soil beyond 3.1 metres requires the express written consent of the Regional District, which consent may be withheld.
- Excavation of the License Area to a maximum width of 1.5 metres. The Owner covenants an agrees that any excavation or removal of soil beyond 1.5 metres requires the express written consent of the Regional District, which consent may be withheld.
- Excavation of the License Area to a maximum length of 35 metres. The Owner covenants an agrees that any excavation or removal of soil beyond 35 metres requires the express written consent of the Regional District, which consent may be withheld
- Installation of exterior security fencing, at the sole cost of the Owner, dividing the Regional District's Land and the Owner's Land.
- Removal of Trees pursuant to the tree removal permit issued by the City of Duncan and any and all additional requirements imposed by the tree removal permit, which may include, but is not limited to, replacement of any trees removed.



1. Application

**Amanda Latchford; Agent for:
British Columbia Hydro and Power Authority
12th Floor, 333 Dunsmuir Street
Vancouver BC V6B 5R3
(604)695-5202**

File: 538-1602.0(X2280)
WT: 1240073
TRI BUE (6m)
Jun 12, 2024

2. Description of Land

PID/Plan Number	Legal Description
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032-325-657	LOT A SECTIONS 17 AND 18 QUAMICHAN DISTRICT PLAN EPP129363
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3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY		Transferee (BC Hydro)
STATUTORY RIGHT OF WAY		Transferee (TELUS)

4. Terms

Part 2 of this instrument consists of:

(a) Filed Standard Charge Terms D F Number: **ST210004**

Includes any additional or modified terms.

5. Transferor(s)

THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA

6. Transferee(s)

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY 333 DUNSMUIR STREET VANCOUVER BC V6B 5R3
--

TELUS COMMUNICATIONS INC. #1-15079 64TH AVENUE SURREY BC V3S 1X9

BC1101218

7. Additional or Modified Terms

SEE SCHEDULE



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**THE ANGLICAN SYNOD OF THE
DIOCESE OF BRITISH COLUMBIA**
By their Authorized Signatory

PRINT NAME:

Officer Certification

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

Electronic Signature

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

7. ADDITIONAL OR MODIFIED TERMS:

7.1 The Standard Charge Terms ST210004 are amended by deleting the definition of “Works” in section 1.1 in its entirety and inserting the following therefor:

“1.1 **“Works”** means:

- (a) above ground, pad-mounted or underground transformers (including associated pads), underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of communications, all as relating to the rights and responsibilities of BC Hydro in connection with BC Hydro’s distribution system; and
- (b) above ground, pad-mounted or underground transformers (including associated pads), fibre optic cables, underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of telecommunications and data transmission, all as relating to the rights and responsibilities of TELUS in connection with TELUS’s telecommunication and data transmission system.”

END OF DOCUMENT

ST210004

STANDARD CHARGE TERMS

Filed By: British Columbia Hydro and Power Authority and TELUS Communications Inc.

BACKGROUND:

- A. Each of BC Hydro and TELUS wish to obtain from the Owner a statutory right of way for certain rights on, under, over and across the Land.
- B. The Owner has agreed to grant to each of BC Hydro and TELUS a statutory right of way in respect of the Land.
- C. A statutory right of way is necessary for the operation and maintenance of the undertakings of each of BC Hydro and TELUS.

AGREEMENTS:

In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

INTERPRETATION

1.1 In this Agreement:

“Agreement” means the General Instrument Part 1 and these Standard Charge Terms;

“Area of the Works” means that portion of the Land located within 6 metres of either side of the centre of the alignment of the Works;

“BC Hydro” means British Columbia Hydro and Power Authority and all Persons authorized by BC Hydro for the purposes of this Agreement;

“Contaminants” means substances, wastes or other materials present in the soil, sediment, water or groundwater of the Land, which are prohibited, controlled or regulated under applicable environmental laws, and which are present in quantities or concentrations exceeding the risk based or numerical criteria, standards or conditions prescribed under any applicable environmental law, regulation or order of any authority having jurisdiction;

“Crops” means cultivated plants intended for sale or personal use, and ornamental trees and shrubs;

“General Instrument Part 1” means Part 1 of the General Instrument, as amended or replaced from time to time, pursuant to the *Land Title Act* of British Columbia;

“Land” means the land described in Item 2 of the General Instrument Part 1;

“Merchantable Timber” means trees that have attained sufficient size, quality and volume to make them suitable for harvesting and which are deemed to be commercially valuable at the time of cutting in the particular circumstances;

“Owner” means the Person named as the registered owner in fee simple on the indefeasible title to the Land;

“Person” means any association, society, corporation, individual, joint stock company, joint venture, partnership, trust, unincorporated organization, or any federal, provincial, regional, municipal, or other government or authorized agency, department or ministry thereof;

“TELUS” means TELUS Communications Inc. and all Persons authorized by TELUS for the purposes of this Agreement;

“Underground Civil Works” means civil infrastructure associated with the underground distribution of electricity by BC Hydro and telecommunications and data transmission by TELUS, including all vaults and lids (including manholes, chambers and boxes), cabinets, transformer pads, ducts, conduits and any associated protective installations; and

“Works” means:

- (a) poles, guy wires, anchors, push braces and other pole support structures, crossarms, attachments and pole-mounted equipment, above-ground, pad-mounted or underground transformers, overhead or underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of communications, all as relating to the rights and responsibilities of BC Hydro in connection with BC Hydro’s electrical distribution system; and
- (b) poles, guy wires, anchors, push braces and other pole support structures, crossarms, attachments and pole-mounted equipment, above-ground, pad-mounted or underground transformers, fibre optic cables, overhead or underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purpose of telecommunications and data transmission, all as relating to the rights and responsibilities of TELUS in connection with TELUS’s telecommunication and data transmission system.

- 1.2 This Agreement will be governed by, construed and enforced in accordance with the applicable laws in force in British Columbia and Canada.

- 1.3 Words in one gender include all genders, and words in the singular include the plural and *vice versa*. Statutory references include a reference to any amendments (including replacement legislation).
- 1.4 The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term or matter.

GRANT OF STATUTORY RIGHT OF WAY

- 2.1 The Owner grants separately to each of BC Hydro and TELUS, forever, the right and statutory right of way to:
- (a) excavate for, construct, install, replace, upgrade, operate, maintain, remove and repair the Works on, under, through, over and across the Land;
 - (b) clear the Area of the Works, and to keep it cleared (including pruning and removal) of any trees or growth;
 - (c) clear the Area of the Works and to keep it cleared of all or any part of any obstruction, structure, building, improvement or other matter which, in the reasonable opinion of BC Hydro or TELUS, might:
 - (i) interfere with the exercise of its rights; or
 - (ii) create or increase any danger or hazard to the Works or to Persons or property in relation to the Works;
 - (d) enter, work, pass and repass through, on and along the Area of the Works;
 - (e) have reasonable unobstructed access through, on and over the Land to and from the Area of the Works for all purposes relating to this Agreement;
 - (f) install lines for service connections, as required for transmitting and distributing electricity, and for telecommunication and data transmission purposes, on, under, through, over and across the Land outside the Area of the Works to buildings and structures on the Land or on immediately adjacent lands or public road;
 - (g) prune and remove trees or growth on the Land that, in the reasonable opinion of BC Hydro or TELUS, might create or increase any danger or hazard to the Works or to Persons or property in relation to the Works;
 - (h) have exclusive use and occupation of the Underground Civil Works on the Land used or installed for use by BC Hydro or TELUS, respectively, whether the property of the Owner, BC Hydro or TELUS;
 - (i) conduct investigative studies and related work within the Area of the Works to ensure compliance with applicable legislative and regulatory requirements in relation to the purposes permitted in this Agreement; and

- (j) do all things necessary or incidental to the undertakings of BC Hydro or TELUS in connection with the above.

COVENANTS OF BC HYDRO AND TELUS

3.1 BC Hydro covenants with the Owner, to the extent that BC Hydro in the exercise of its rights under this Agreement:

- (a) damages the Land outside of the Area of the Works; or
- (b) damages, cuts or removes:
 - (i) any Crops, Merchantable Timber, structures, buildings or improvements, which are owned by the Owner and located outside of the Area of the Works; or
 - (ii) any of the Underground Civil Works, or structures, improvements or Crops within the Area of the Works for which the Owner has received prior written permission from BC Hydro for the placement of such structures, improvements or Crops within the Area of the Works,

and provided such damage, cutting or removal is not caused as a result of the Owner's breach of this Agreement or the act or omission of the Owner, TELUS or their respective contractors or those Persons for whom the Owner or TELUS are responsible at law, then within a reasonable period of time, BC Hydro will either compensate the Owner for such damage, cutting or removal, or repair such portion of the Land, Underground Civil Works, structures, buildings or improvements as closely as is practicable to their condition immediately prior to the damage.

3.2 TELUS covenants with the Owner, to the extent that TELUS in the exercise of its rights under this Agreement:

- (a) damages the Land outside of the Area of the Works; or
- (b) damages, cuts or removes:
 - (i) any Crops, Merchantable Timber, structures, buildings or improvements, which are owned by the Owner and located outside of the Area of the Works; or
 - (ii) any of the Underground Civil Works, or structures, improvements or Crops within the Area of the Works for which the Owner has received prior written permission from TELUS for the placement of such structures, improvements or Crops within the Area of the Works,

and provided such damage, cutting or removal is not caused as a result of the Owner's breach of this Agreement or the act or omission of the Owner, BC Hydro or their respective contractors or those Persons for whom the Owner or BC Hydro are responsible at law, then within a reasonable period of time, TELUS will either compensate the Owner for such damage, cutting or removal, or repair such portion of the Land, Underground Civil Works, structures, buildings or improvements as closely as is practicable to their condition immediately prior to the damage.

- 3.3 With respect to the exercise of BC Hydro's and TELUS's respective rights under this Agreement, BC Hydro and TELUS each covenant separately with the Owner to:
- (a) take reasonable steps not to interfere unduly with the drainage of the Land;
 - (b) comply with all applicable laws, including with respect to any Contaminants; and
 - (c) indemnify the Owner against all liability incurred by the Owner out of any claim made by any Person for injury or harm to any Person or property to the extent caused by the negligence or willful misconduct of BC Hydro or TELUS on the following conditions:
 - (i) the Owner will promptly provide written notice of the claim to BC Hydro or TELUS, as applicable;
 - (ii) BC Hydro and TELUS will not indemnify the Owner in respect of any claim for injury or harm to Persons or property to the extent caused by the Owner's breach of this Agreement or by the negligence or willful misconduct of the Owner, its contractors or those Persons for whom the Owner is responsible at law; and
 - (iii) BC Hydro and TELUS will not indemnify the Owner in respect of claims arising out of, or in connection with, the negligence or willful misconduct of the other.

COVENANTS AND AUTHORIZATIONS OF OWNER

- 4.1 The Owner covenants with each of BC Hydro and TELUS that, unless BC Hydro and TELUS both give their prior written permission (which permission may be given subject to terms and conditions), the Owner will not do or knowingly permit to be done any act or thing which, in the reasonable opinion of BC Hydro or TELUS, might:
- (a) interfere with the exercise of any rights granted to BC Hydro or TELUS;
 - (b) impair the operating efficiency of any part of the Works;
 - (c) obstruct the access of BC Hydro or TELUS to any part of the Works;
 - (d) create or increase any danger to the Works or to Persons or property in relation to the Works; or
 - (e) impair the vertical or lateral support of the Area of the Works.
- 4.2 Without limiting the generality of section 4.1 the Owner covenants with each of BC Hydro and TELUS that, unless both BC Hydro and TELUS give their prior written permission (which permission may be given subject to terms and conditions), the Owner will not:
- (a) diminish or increase the ground elevation in the Area of the Works by any method including, piling any material or creating any excavation, drain or ditch in the Area of the Works;

- (b) carry out blasting, pile driving or logging operations on or near any portion of the Area of the Works; or
- (c) make, place, erect, operate, use, maintain or permit any obstruction, structure, building or improvement on, under, through or over the Area of the Works.

MUTUAL COVENANTS

5.1 The Owner, BC Hydro and TELUS mutually covenant and agree among them that:

- (a) if either BC Hydro or TELUS elect to pay compensation pursuant to sections 3.1 or 3.2, respectively, and the Owner and whichever of BC Hydro or TELUS that made the election cannot agree on the amount of compensation to be paid, then the matter in dispute will be settled by arbitration by a single arbitrator under the *Arbitration Act* of British Columbia;
- (b) unless otherwise agreed by the parties, any Merchantable Timber on the Land which is owned by the Owner and cut by BC Hydro or TELUS in the exercise of its rights under this Agreement will remain the property of the Owner;
- (c) nothing in this Agreement will in any way abrogate from or affect any rights, powers (including any powers of expropriation), exemptions or privileges, which BC Hydro or TELUS may have under any private or public statute, law, by-law, order, regulation or tariff, or any agreement it has with the Owner, or any charge registered against title to the Land;
- (d) failure to enforce any covenant or restriction contained in this Agreement for a breach or violation of any covenant or right contained in this Agreement will not in any way constitute a waiver, in whole or in part, of any of the injured party's rights or remedies;
- (e) any waiver of an obligation under this Agreement must be in writing and only relates to the identified violation or breach without extending to any further or subsequent violation or breach, notwithstanding any rule of law or equity;
- (f) the Works installed will remain the property of BC Hydro and TELUS except to the extent specified in this Agreement;
- (g) if the Works are no longer required by BC Hydro, BC Hydro will, at its cost, remove its portion of the Works from the Land with the exception of the Underground Civil Works and the Works owned by TELUS. The Underground Civil Works (to the extent that they are not already owned by the Owner or TELUS) will then become the property of the Owner. If all of BC Hydro's Works have either been removed from the Land or become the property of TELUS or the Owner pursuant to this section, upon the written request of the Owner, BC Hydro will discharge this Agreement from the title to the Land; and
- (h) if the Works are no longer required by TELUS, TELUS will, at its cost, remove its portion of the Works from the Land with the exception of the Underground Civil Works and the Works owned by BC Hydro. The Underground Civil Works (to the extent that they are not already owned by the Owner or BC Hydro) will

then become the property of the Owner. If all of TELUS's Works have either been removed from the Land or become the property of BC Hydro or the Owner pursuant to this section, upon the written request of the Owner, TELUS will discharge this Agreement from the title to the Land.

GENERAL

- 6.1 The terms "Owner", "BC Hydro" and "TELUS" include their respective heirs, executors, administrators, successors and assigns.
- 6.2 If the Owner is more than one Person, every covenant and agreement by the Owner in this Agreement will be joint and several.
- 6.3 This Agreement will run with the Land and will run with each part into which the Land may at any time be subdivided and each parcel into which it may at any time be consolidated, and will bind all present and subsequent owners of the Land, including their respective heirs, executors, administrators, successors, and assigns.
- 6.4 If any provision of this Agreement or a portion thereof is determined by a court or arbitrator of competent jurisdiction to be:
 - (a) illegal or unenforceable, that provision or portion thereof will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination; or
 - (b) enforceable but beyond the scope of section 218 of the *Land Title Act* of British Columbia or is enforceable but does not run with the Land, that provision or portion thereof will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination. The parties further agree that the severed provision or portion thereof will, to the extent possible under law, be enforceable as between them as a separate and stand-alone covenant, with such reference to this Agreement as may be necessary for proper interpretation and certainty, and will not fail for lack of separate consideration.
- 6.5 As this Agreement relates to the rights and responsibilities of TELUS, the provisions herein are subject to the provisions (including regulations) of the *Telecommunications Act* S.C. 1993, c.38 and the *Canadian Radio-Television and Telecommunications Act* R.S.C. 1985, c.C-22 and their successive legislation as well as any rulings, regulations, tariffs or other directives of the Canadian Radio-Television and Telecommunications Commission.

END OF SET

TERMS OF INSTRUMENT - PART 2
SECTION 219 COVENANT

THIS AGREEMENT made as of the 26th day of February, 2025.

BETWEEN: **THE ANGLICAN DIOCESE OF BRITISH COLUMBIA,**
 having its offices at 900 Vancouver Street, Victoria BC, V8V 3V7

 (the “Owner”)

AND: **BRITISH COLUMBIA HOUSING MANAGEMENT**
 COMMISSION, a Crown Corporation having its offices at
 Suite 1701 - 4555 Kingsway, Burnaby BC V5H 4V8

 (the “BCHMC”)

WHEREAS:

- A. The Owner is the registered owner of the property (the “Lands”) situated, lying and being in the Municipality of [City of] Duncan, in the Province of British Columbia, described in Item 2 of Form C to which this Terms of Instrument (the “Agreement”) is attached;
- B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250, and amendments thereto (the “*Land Title Act*”), states that a covenant in favour of a Crown Corporation may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the Crown Corporation;
- C. The Owner wishes to develop the Lands and construct on the Lands a multi-unit building (the “Development”) which is to be held for Rental Purposes and owned by the Owner;
- D. It is a condition of the BCHMC that the Owner, to be exempt from certain provisions of the *Homeowner Protection Act* (the “Act”) and the Homeowner Protection Act Regulation (the “Regulations”), must register this covenant against the Lands and Development;
- E. The Owner has agreed to grant this Agreement which charges the Development and Lands;

NOW THEREFORE, pursuant to Section 219 of the *Land Title Act* and in consideration of One Dollar (\$1.00) now paid by the BCHMC to the Owner, the receipt and sufficiency of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

1. In this Agreement, the terms and words used, the first letters of which are capitalized, have the meanings set out in the Act and Regulations, unless specifically defined in this Agreement.
2. The Owner, for itself and its successors and assigns, covenants and agrees with BCHMC, as a covenant running with the Lands, that the Owner will not:
 - (a) sell or otherwise dispose of any Dwelling Unit in the Development to be constructed on the Lands for a period of 10 years from the date that the first Dwelling Unit in the Development constructed on the Lands is first occupied, except together with all Dwelling Units in the Development constructed on the Lands;
 - (b) during the 10-year period set out in paragraph 2(a), use the Dwelling Units and Common Property in the Development constructed on the Lands, or allow them to be used, except for Rental Purposes.
3. The Owner and BCHMC agree that the covenant granted by this Agreement will following registration of Air Space Plan EPP138646, a draft copy of which plan is attached as Schedule “A” to this Agreement, be partially released from that area of Lot 1, Plan EPP138645 outlined in bold on Air Space Plan EPP138646 (the “**Area to be Released**”) and converted to a covenant limited to the area of the remainder of Lot 1, Plan EPP138645 that is located outside of the Area to be Released (the “**Covenant Area**”). BCHMC agrees to file the form required to partially release this Agreement from the Area to be Released in the land Title Office concurrently with the filing of Air Space Plan EPP138646.
4. Upon conversion to a specific covenant references to the Lands shall, as applicable, be interpreted as references to the Covenant Area.
5. Nothing contained in or implied by this Agreement shall prejudice or affect the rights and powers of the BCHMC in the exercise of its functions under the Act, the Regulations, or any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands and Development as if this Agreement had not been executed and delivered by the Owner.

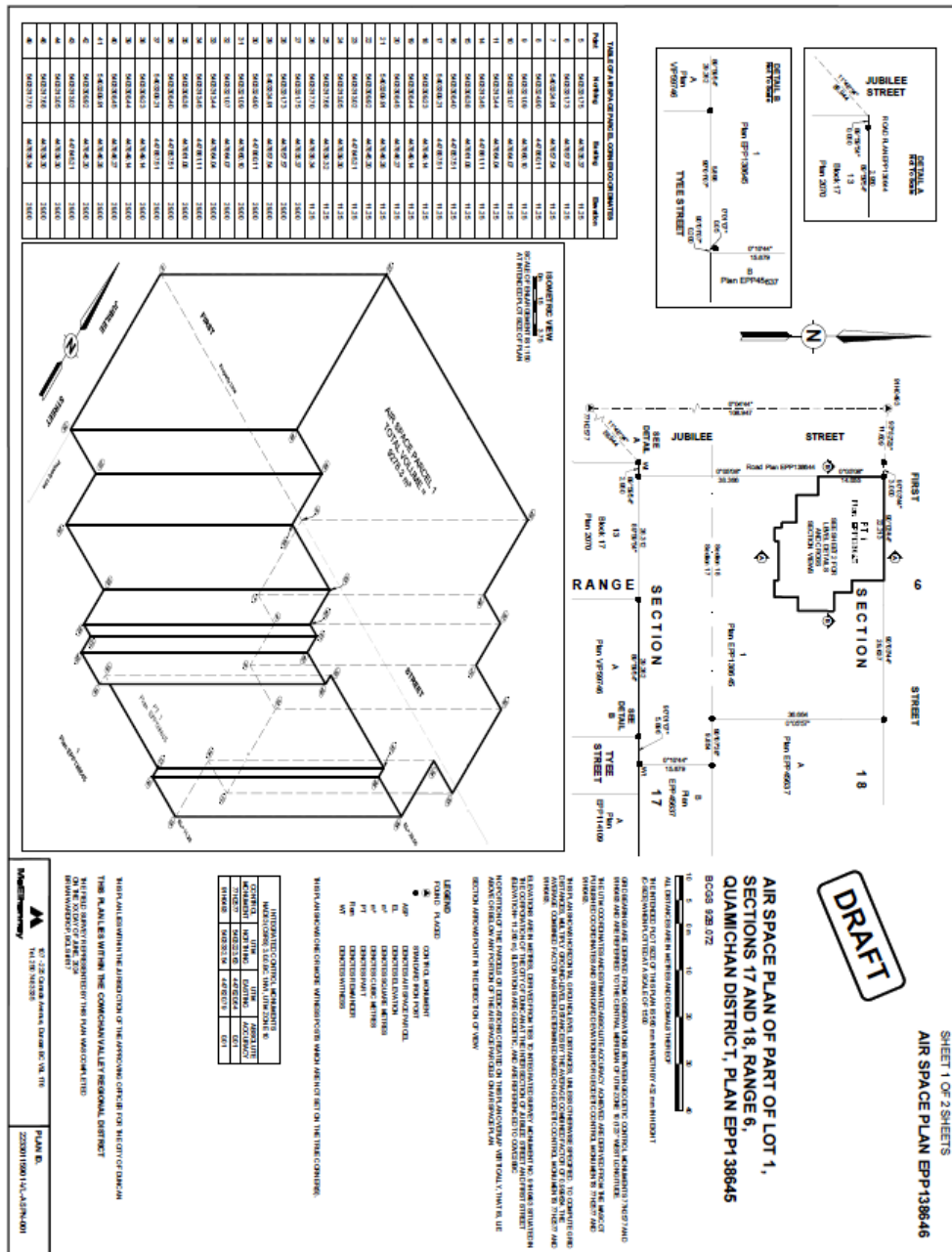
6. The Owner hereby agrees to indemnify and save harmless the BCHMC, and its appointed directors, officials, officers, employees, and agents from and against any loss, damage, debts, claims, liabilities, obligations, costs (including solicitor and own client costs incurred by the BCHMC in the enforcement of the Owner's obligations under this Agreement) or causes of action which the BCHMC and its appointed directors, officials, officers, employees and agents, or any of them, may suffer, incur, or be put arising whether directly or indirectly, out of a breach of any covenant or condition of this Agreement by the Owner or its directors, officers, employees, or agents, or any other person for whom it is legally responsible.
7. The Owner agrees to cause the registrable interest in the Lands expressly agreed to be granted pursuant to this Agreement to be registered in the Land Title Office as a first registered charge against the Lands, save only for:
 - (a) any reservations, liens, charges or encumbrances contained in any grant from His Majesty the King in Right of the Province of British Columbia respecting the Lands;
 - (b) any non-financial easements and restrictive covenants in favour of third parties over which, in the sole opinion of the Registrar of the BCHMC, priority for this Agreement is not required.
8. If the Land Title Office rejects the registration of this Agreement, then the parties will re-execute and the Owner will re-register the same in a form and style acceptable to the Land Title Office.
9. The Owner represents and warrants to and covenants and agrees with the BCHMC that:
 - (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands and Development with the interest in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration therefor, the interest in land created hereby will encumber all legal and beneficial interests in the title to the Lands and Development;
 - (c) this Agreement will be fully and completely binding on the Owner in accordance with the terms hereto and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof; and
 - (d) the foregoing representations, warranties, covenants and agreements will have force and effect notwithstanding any knowledge on the part of the BCHMC, whether actual or constructive, concerning the status of the Owner, the Development or the Lands, or any other matter.

10. In any action or proceeding concerning this Agreement, including any application seeking the specific performance of the Owner's obligations under this Agreement, the BCHMC will be entitled to be indemnified for its costs on a solicitor-and-own-client basis.
11. The Owner agrees that damages are not an adequate remedy for the BCHMC for any breach by the Owner of its obligations under this Agreement and that the BCHMC is entitled to an order for specific performance or a prohibitory or mandatory injunction to compel performance of the Owner's obligations.
12. The parties to this Agreement will do the things and execute the documents as may reasonably be necessary to perfect the intention of the Agreement as prescribed by the Act and Regulations.
13. All obligations and covenants in this Agreement are severable, so that if any are held or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
14. No alleged waiver of any breach of this Agreement is effective unless it is an express and specific waiver in writing, which will not operate as a waiver of any other breach of this Agreement.
15. The covenants set forth in this Agreement shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants, the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the BCHMC and that this Agreement may only be modified or discharged by agreement of the BCHMC, pursuant to the provisions of Section 219(9) of the *Land Title Act*. If requested by the Owner following the expiration of the 10-year period set out in Section 2, or if the Owner submits to the BCHMC evidence of home warranty coverage as required under the Act and the Regulations and payment of the reconstruction fee authorized by section 26 of the Act, such evidence to be in a form acceptable to the Registrar of the BCHMC, the BCHMC will execute and deliver a registrable release of the covenants set forth in this Agreement but the owner shall bear the preparation and registration costs.
16. Notwithstanding anything in this Agreement, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises after the Owner ceases to have any further interest in the Lands.
17. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context of the parties so requires.

18. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C, to which this Agreement is attached and which forms a part of this Agreement, effective as of the date first above written.

Schedule “A” – Air Space Plan EPP138646





AGENDA OF DOCUMENTS AND PROCEDURES

DUNCAN MANOR PROJECT – 162 FIRST STREET, DUNCAN BC

PARTIES:

OWNER OF LANDS: Anglican Synod of the Diocese of British Columbia (the “Diocese”)
DEVELOPER: Duncan Housing Society (“DHS”)
DEVELOPER’S CONSULTANT: Wiser Projects (“Wiser”)
FINANCING: British Columbia Housing Management Commission (“BC Housing”), with approval of Canada Mortgage and Housing Corporation (“CMHC”)

AIR SPACE PARCEL SUBDIVISION AND GROUND LEASE OF:

PID: 030-609-062

LOT A SECTIONS 17 AND 18 QUAMICHAN DISTRICT PLAN EPP129363

LAST UPDATED: March 20, 2025

JB Lawyers File No.: 40815-000/RM

DOCUMENT	DESCRIPTION	STATUS
1. Air Space Parcel Subdivision Plan	Creates separate legal parcel for existing church (the Air Space Parcel, or “ ASP ”), with the balance of the consolidated parcel becoming a legal parcel of its own, known as the “ Remainder ” – this is where all development and construction will take place	<ul style="list-style-type: none">- lot consolidation on the property is completed- the ASP subdivision plan is to be submitted by DHS (Application to Deposit Plan is signed by Diocese)- Document #2 below is registered at the same time as the air space subdivision- After subdivision, the Diocese will be legal owner of both new parcels <p>**Application to Deposit Plan – this is a standard-form Land Titles document – no negotiation or discussion involved – approval of items 2, 3 and 4 will imply approval of this item</p>
2. Air Space Parcel Easements (Agreement)	<ul style="list-style-type: none">- contains reciprocal easements between the ASP and the Remainder for common areas, and parts of the structure and systems that benefit both parcels- Includes Air Space Professional Report (required for City to treat the improvements as one building for building code purposes)- Includes cost-sharing terms as to which owner pays for upkeep of common areas, structures or systems	<ul style="list-style-type: none">- terms now agreed – forwarded to R. Uhrle for BC Housing review Mar 11- CMHC will also review- some edits may be required at request of BC Housing or CMHC <p>**recommendation for DC is to approve in terms as presented March 27, subject to possible non-material edits</p>

<p>3. Ground Lease of Remainder Parcel by Diocese in favour of DHS (the “Lease”)</p>	<ul style="list-style-type: none"> - lease of all of property *except* the Church - the Lease is for the purpose of construction of the new building - 60-year term commencing when new building has occupancy permit - rent-free, but “net” to Diocese (all costs of construction, operation and maintenance of the new building are for Lessee to pay) - no repair obligations for Diocese for any of the building on the Remainder Parcel - end-of-lease obligations – tenant to demolish the building, if this is desirable, at request of Diocese - extension of lease or re-purposing of lands also possible, by agreement with Lessee and funder 	<ul style="list-style-type: none"> – after discussion and negotiation, terms now agreed – forwarded to R. Uhrle for BC Housing review Mar 11 - CMHC will also review - some edits may be required at request of BC Housing or CMHC <p>** recommendation for DC is to approve in terms as presented March 27, subject to possible non-material edits</p>
<p>4. Offer to Sublease Church Hall Space – DHS as Lessor, Diocese as Lessee</p>	<ul style="list-style-type: none"> - the intention is to secure the future use by the Parish of the new hall space constructed by DHS and located in the Remainder -- Offer to Sublease with DHS to be signed and binding at the time when the Diocese enters into Ground Lease - Offer is conditional on eventual completion of new building - terms allow exclusive use and control of the new hall space by the Parish/Diocese - Parish/Diocese will pay costs of operating and maintaining the hall space - DHS and its residents are granted the right to use the hall on 4 occasions each month, rent free - for project funding approval, it was necessary to show the occupants of the new building enjoying rights of use and access to the new hall space 	<ul style="list-style-type: none"> - Offer to Sublease revised as of March 11 – for final review by Diocese, final review by DHS - sent to BC Housing/CMHC for illustrative purposes as part of approval package <p>**DC March 27 – recommendation for approval in form as at March 11, subject to possible non-material edits</p>
<p>5. Encroachment Agreement with City of Duncan for Church entrance steps</p>	<ul style="list-style-type: none"> - permits existing encroachment of Church front steps into City sidewalk - It is just a contractual “license” granted by the City to permit the encroachment of the steps onto the sidewalk. - Diocese has no issues with this agreement 	<p>**This agreement is ready for approval by DC, then can be printed and signed to take effect anytime</p>

	<ul style="list-style-type: none"> - The only obligations for the Diocese are to maintain the encroaching structures, and to name Duncan as an “additional insured” on its liability insurance policies for the property. 	<p>*Please do note the insurance requirement</p> <p>- RM sent “approval” version to Brendon for DC agenda Feb 13</p>
6. Parking Access Easement	<ul style="list-style-type: none"> - required by City of Duncan as part of development permit – to satisfy Parking Bylaw requirements - secures 8 off-street parking stalls for the use of the Church in the underground parkade to be built on the Remainder - The Remainder owner is responsible for maintaining the parking area – this will become DHS responsibility under the Lease - easement is legally granted by Diocese in favour of the Diocese, and will run with the Remainder to bind DHS under the Lease 	<ul style="list-style-type: none"> - draft easement has been reviewed by Diocese legal – no issues - appears to be a blanket easement with sketch plan only - RM sent “approval version” of Part 2 terms to Brendon for DC Feb 13 <p>DC March 27 – can recommend approval and signing by Diocese when final form settled</p>
7. CVRD License to Encroach (Cut Slope)	<ul style="list-style-type: none"> - An agreement is required for a temporary cut slope and removal of trees on CVRD lands/property line. - Diocese position is that the subject matter can be dealt with by an “encroachment” agreement between DHS and CVRD – no need to Diocese to be party. - cannot recommend that Diocese accept obligations of owner under this agreement in the form circulated – must be DHS as contracting party 	<ul style="list-style-type: none"> - Wiser working with Danielle Myles Wilson, CAO of the CVRD who will provide the Diocese with a draft encroachment agreement - this is a normal arrangement for a construction project, and should only be a temporary agreement - RM requested update from Jordan, Ben March 17 <p>DC March 27 – provide update – if revision is available, we can update our recommendation</p>
8. BC Hydro/Telus Statutory Right of Way	<ul style="list-style-type: none"> - standard form utility right of way used with new developments - drafted as “blanket” charges, with wording in the terms to define the “Area of Works” as being 6 metres either side of centreline of the installations. - recommending Diocese sign in the form presented - more limited right of way via use of sketch plan etc not practicable on review of drawings, blanket will not affect Diocese during term of lease, will be discharge when buildings are demolished 	<ul style="list-style-type: none"> - Wiser says this SRW is needed fairly soon - to begin work on relocating existing services <p>DC March 27 – recommend approval</p>
9. CVRD Temporary Parking Agreement	<ul style="list-style-type: none"> - details to be supplied 	<ul style="list-style-type: none"> - when form of agreement is available, can review

	<ul style="list-style-type: none"> - to be arranged by DHS for temporary parking off-site during construction 	<ul style="list-style-type: none"> - Diocese likely to sign as landowner – however will attempt to have DHS as contracting party
10. Homeowner Protection Act Covenant (Warranty Exemption if project remains rental for 10 years)	<ul style="list-style-type: none"> - circulated by Jordan Mar 14 – standard BC Housing template – no concerns - should charge leasehold interest on Remainder only – not anything to do with Church - however, if timing requires, can be signed by Diocese and register on current title 	<ul style="list-style-type: none"> - RM forwarded comments Mar 17 to DHS and counsel – no issue with covenant, but only on remainder title (ie. after ASP subdivision), and preferably only on leasehold interest <p>DC March 27 – recommend approval in principle, if Diocese required to sign and register</p>



March 27, 2025

Memo to: Diocesan Council

**From: Brendon Neilson, Executive Director
Isabel Weeks, Chancellor**

**RE: St. John the Baptist Duncan
Duncan Housing Project**

Background

Shortly after we began working with Wiser Projects (2022) Kaeley Wiseman had a conversation with Barry Foster about exploring the possibility of the St. John site as a location for the BC Housing funded project with Duncan Housing Society (DHS) after the initial site for the project fell through. Acknowledging the need in the region for affordable housing, and the potential for a community collaboration, conversations deepened to understand what this would take and how it would work for the parish, the diocese and DHS. Rezoning and development permit were approved in April 2024 and work in the background related to lot consolidation, building design, hall design, legal agreements, BC housing approvals etc. have all been progressing in the background.

The parish of St. John the Baptist has been gracious throughout this process. They recognize the community need, and are willing to make a sacrificial gift to allow this development to go forward. We hope that the new partnership with St. John and DHS will result in new ministry opportunities and a new chapter in the story of St. John.

MOU

A memorandum of understanding was prepared which outlined the basic concepts for the project. The MOU was initially drafted and signed in August 2022 with iterative versions adopted as there was more project certainty. The latest version was approved by DC in November 2024.

Today's meeting and proposed approvals are the culmination of many people's efforts to align our gifts, needs and hopes for the good of the community.

Legal Documents (see attached chart)

Please review the following documents but know that the first four (in italics) are the most pertinent for our meeting and will have motions to approve.



Air Space Parcel Subdivision Plan

Air Space Easement Agreement

Ground Lease to Duncan Housing Society

Offer to Lease for Parish Hall

Encroachment Agreement for church entrance steps

Parking Access Easement

CVRD Easement

BC Hydro/TELUS Statutory Right of Way

CVRD Temporary Parking Agreement

Proposed Motions

ITEM #1

That Diocesan Council APPROVE the Air Space Parcel Subdivision Plan described as item No. 1 in the Appendix, and that Diocesan Council AUTHORIZE Brendon Neilson, Executive Director, to execute and deliver the same, in the form as presented, with such changes, if any, as may be approved by him as the person executing the same on behalf of the Diocese, and whose signature thereon will be conclusive evidence of such approval, and to execute and deliver such further documents, instruments, and certificates as may be reasonably required in connection therewith.

ITEM #2

That Diocesan Council APPROVE the Air Space Parcel Easement Agreement described as item No. 2 in the Appendix, and that Diocesan Council AUTHORIZE Brendon Neilson, Executive Director, to execute and deliver the same, in the form as presented, with such changes, if any, as may be approved by him as the person executing the same on behalf of the Diocese, and whose signature thereon will be conclusive evidence of such approval, and to execute and deliver such further documents, instruments, and certificates as may be reasonably required in connection therewith.

ITEM #3

That Diocesan Council APPROVE the Ground Lease of Remainder Parcel by



Diocese in Favour of DHS described as item No. 3 in the Appendix, and that Diocesan Council AUTHORIZE Brendon Neilson, Executive Director, to execute and deliver the same, in the form as presented, with such changes, if any, as may be approved by him as the person executing the same on behalf of the Diocese, and whose signature thereon will be conclusive evidence of such approval, and to execute and deliver such further documents, instruments, and certificates as may be reasonably required in connection therewith.

ITEM #4

That Diocesan Council APPROVE the Offer to Sublease – Church Hall Space described as item No. 4 in the Appendix, and that Diocesan Council AUTHORIZE Brendon Neilson, Executive Director, to execute and deliver the same, in the form as presented, with such changes, if any, as may be approved by him as the person executing the same on behalf of the Diocese, and whose signature thereon will be conclusive evidence of such approval, and to execute and deliver such further documents, instruments, and certificates as may be reasonably required in connection therewith.

ITEM #5 THROUGH #10

That Diocesan Council ADOPT the recommendations of the Executive Director as set out with respect to the Items described as items No. 5 through No. 10 in the Appendix, and that Diocesan Council AUTHORIZE Brendon Neilson, Executive Director, to proceed with negotiation and (where indicated) signing and delivery of same, generally in accordance with the recommendations or discussion set out in the Appendix for these items.



March 27, 2025

Memo to: Diocesan Council

From: Isabel Weeks, Chancellor

RE: Updated Standard Form Employment Agreement for Lay Employees

Averaging Agreements

At the January 23, 2025 meeting of DC, the motion to work towards implementation of “Agreements to Average Hours of Work”, referred to as Averaging Agreements, pursuant to Section 37 of the *Employment Standards Act* of British Columbia (“the Act”), was approved.

Attached is the proposed updated Lay Employment Agreement, which incorporates averaging provisions in compliance with the *Employment Standards Act of BC*.

The recommendation is that we implement “averaging agreements” for all newly hired lay employees. It is further recommended that the finance department work with the parishes to encourage the few remaining lay employees still submitting timesheets, to agree to sign onto the updated lay employment agreement which includes the averaging agreement provisions.

All of which is respectfully submitted.

EMPLOYMENT AGREEMENT

**This Employment Agreement is between the Employee named below
and the Anglican Synod of the Diocese of British Columbia (the “Employer”),
and consists of**

Part One: This summary page

Part Two: The terms and conditions of employment

Schedule A: The description of the job, and

Schedule B: The benefits available to the employee.

PART ONE SUMMARY PAGE

Effective Date:

Employee Full name:

Address:

Telephone:

E-mail:

Parish:

Location:

Supervisor:

Position:

Term:

Pay (hourly rate):

Regular work schedule per day (up to 12 hours in any day):

Average work hours per week (up to 40 hours):

Vacation: Paid vacation time off must be taken and will be provided at the annual rate of weeks (minimum two weeks).

Benefits: As described in Schedule B.

PART TWO TERMS AND CONDITIONS OF EMPLOYMENT

1. **Agreement to be Employed.** The Employee agrees to be employed by the Employer on the terms and conditions described in this Agreement; and be subject to the general supervision of and act pursuant to the advice and direction of the Employer.
2. **Hours of Work – Averaging.**
 - (a) The Employee agrees that this is an averaging agreement within the meaning of Section 37 of the *Employment Standards Act of British Columbia*.
 - (b) This averaging agreement starts on the Effective Date and applies to each week until expiry or termination of this Agreement.
 - (c) The work schedule for each day is described in Part One: the Summary Page.
 - (d) The work schedule may be adjusted by mutual agreement so long as the Employee works no more than 12 hours in any day and no more than 40 hours in a week.
 - (e) Prior written approval from the Employer is required prior to the Employee working more than 12 hours in any day or more than 40 hours in any week.
 - (f) Unless required by section 37 of the *Employment Standards Act*, the Employee acknowledges that they will not be entitled to be paid overtime wages while working the hours set out in this averaging agreement.
 - (g) The Employee acknowledges receiving a copy of this Agreement.
3. **Hours of Work.** Subject to the averaging agreement in section 2 above, the Employee agrees that their regular hours of work may be adjusted or increased in the event of increases in workload or emergency.
4. **Vacation.** The Employer recognizes the benefit of vacation as it provides time to rest and reflect and promotes a healthy work-life balance. Accordingly, the Employer requires the Employee to take their full vacation entitlement each year.
5. **Responsibilities.** The Employee agrees, to the best of their ability, to satisfy all responsibilities related to the Employee's position with the Employer, including but not limited to those outlined in Schedule A. During the course of employment, the Employee's duties and responsibilities may be changed by the Employer in its sole discretion, within the education and experience of the Employee and the general scope of work that the Employee was originally hired to do. Any such changes will not

constitute constructive dismissal of the Employee, and this Agreement will be deemed to be amended accordingly and all remaining terms and conditions will continue in full force and effect.

6. Service.

- (a) The Employee agrees to faithfully perform their job duties and use reasonable efforts to promote the best interests of the Employer;
- (b) The Employee will not engage in any other business or occupation or become a director, manager, agent, representative or spokesperson for any other association, company, firm, organization or individual which may compromise their ability to fulfill their duties, could bring the Employer into disrepute, or which may represent a conflict of interest to the Employer; and
- (c) The Employee will conduct themselves in accordance with all employee policies and procedures established by the Employer and communicated to the Employee at any time and from time to time.
- (d) As a condition of their employment the Employee must sign an acknowledgment that they have received and reviewed the Canons and Regulations of the Diocese, including Appendix "E" the Respectful Conduct Policy and Appendix "G" the Human Resources Manual, and that they are committed to acting in accordance with those policies.

7. Probationary Period. The first three months of the appointment will constitute the probationary period, during which the Employer will have an opportunity to evaluate the Employee's suitability for the appointment. During the probationary period, if the Employee or the Employer determine that the appointment is not suitable, the appointment may be rescinded without notice or pay in lieu of notice.

8. Benefits. The Employer will provide the benefits as set out in Schedule B, which describes the benefits entitlement of the Employee.

9. Training. As a condition of their employment, the Employee must complete the Employer's Safe Church training program within the first 3 weeks of employment. Safe Church training must be renewed every five years.

10. Police Information Check. As a condition of their employment, the Employee will provide the Employer with a valid, ORIGINAL Police Information Check (PIC) with a Vulnerable Persons Sector Check. This check must be renewed every five years. The application fee will be reimbursed upon submission of the receipt.

11. Annual Performance. The Supervisor will meet with the Employee annually for the purpose of discussing and reviewing the Employee's performance. At the discretion of the Supervisor and if the Employee's performance warrants it, the Employer may increase the Employee's compensation.

12. Expenses. The Employee will be reimbursed by the Employer for all reasonable expenses incurred in connection with their employment, including business travel, in accordance with the Employer's policies as established from time to time.

13. Termination Of Agreement And Employment

(a) Termination by Employee. The Employee may terminate employment with the Employer by giving not less than 2 weeks' written notice of resignation to the Employer. The Employer will have the right to terminate the Employee's employment at any time prior to the effective date of the Employee's resignation, provided that:

(i) the Employer provides to the Employee a lump sum equal to the salary for the notice period or to such portion of that notice period that remains outstanding at the time of the election; and

(ii) the Employer will continue to provide all benefits that the Employer is permitted or able to provide during the remainder of the notice period as adjusted.

(iii) Upon the effective date of the Employee's resignation, the Employer will not be obligated to make any further payments under this Agreement.

(b) Termination by Employer. The Employer may terminate the employment of the Employee by providing the Employee in writing with notice or pay in lieu of notice as required by the law of British Columbia, including but not limited to the *Employment Standards Act of British Columbia*.

(c) Return of Property. Upon termination of this Agreement for any reason whatsoever, the Employee acknowledges that all items of any kind created or used pursuant to their employment or furnished by the Employer to them including, but not limited to, all equipment, books, records, credit cards, keys, automobiles, reports, files, flash drives, manuals, literature, or other materials will remain and be considered the exclusive property of the Employer at all times, and will be surrendered to the Employer, in good condition, promptly without being requested to do so.

(d) Termination by the Employer for Just Cause. Notwithstanding any other provision of this Agreement, the Employer may on written notice to the Employee immediately terminate this Agreement and the Employee's employment with the

Employer at any time for cause, without notice or pay in lieu of notice or any other form of compensation, severance pay or damages.

(e) Directorship and Offices. Upon the termination of their employment by the Employer, the Employee will immediately resign or be deemed to have resigned any directorship or office held in the Employer or any affiliated entities or any committees of the Employer. Except as provided in this Agreement, the Employee will not be entitled to receive any written notice of termination or payment in lieu of notice, or to receive any severance pay, damages or compensation for loss of office or otherwise, by reason of the resignation or resignations referred to in this Agreement.

(f) Benefits/ No Additional Payments. The Employee understands and agrees that upon the Employer taking any action under subparagraph 5b., 5d. or 5e. above, some or all of the Employee's benefits may cease in accordance with the terms of the benefits plans and the Employee will have no claim with respect to any loss of benefits. The Employee acknowledges and agrees that unless otherwise expressly agreed in writing between the Employee and the Employer, the Employee will not be entitled, by reason of their employment with the Employer or by reason of any termination of such employment, howsoever arising to any remuneration, to compensation or other benefits other than expressly provided for in this Agreement.

14. Public Comment: The employee is prohibited from making any public comment on diocesan matters in a fashion where it could be perceived as an official statement or representation.

15. Confidentiality.

- (a) The Employee acknowledges that, by reason of their employment with the Employer, they will have access to Confidential Information. The term "Confidential Information", as used in this Agreement, means all private information disclosed regarding finances, payroll and any other information found in reports or other documents that they may have access to. Without limiting the generality of the foregoing, Confidential Information includes information of the Employer pertaining to:
 - (i) any information relating to the relationship of the Employer with any parishes, clergy, employees, volunteers, or others and
 - (ii) all financial information.
- (b) The Employee agrees to maintain securely and hold in strict confidence all Confidential Information disclosed to them as a result of or in connection with their employment with the Employer. The Employee

agrees that, both during their employment and after the termination of their employment with the Employer for any reason, they will not, directly or indirectly, divulge, communicate, use, copy or disclose or permit others to use, copy or disclose any Confidential Information to any person, except as such disclosure or use is required to perform their duties hereunder or as may be consented to by prior written authorization of the Employer. The obligation of confidentiality imposed by this Agreement will not apply to information that otherwise becomes generally known in the industry through no act of the Employee in breach of this Agreement, or that is required to be disclosed by court order or applicable law. This obligation of confidentiality will continue after termination or expiration of this Agreement.

- (c) The Employee understands that the Employer has from time to time in their possession information belonging to third parties or which is claimed by third parties to be confidential or proprietary and which the Employer has agreed to keep confidential. The Employee agrees that all such information will be Confidential Information for the purposes of this Agreement.

16. Entire Agreement And Amendments. The provisions herein and the Canons & Regulations of the Diocese of British Columbia constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except by written instrument signed by the Employer and the Employee.

I have read and accept the terms and conditions of my Employment Agreement as set out in this Agreement.

Agreed - Employee Name

Date

Approved - Warden

Date

Approved - Warden

Date

Approved - Incumbent

Date

SCHEDULE A

Position: _____
Name of Position

Supervision and Support: Under the direction of _____,
person or body the Employee reports to

the _____ is responsible for _____
Name of Position Short Description

Key Duties and Responsibilities (enter job description here):

SCHEDULE B
For Employees working a minimum of 20 hours per week.

Benefits

The Employee will be eligible to participate in the group benefit plan the diocese makes available to its staff, subject to the waiting periods, eligibility requirements and other conditions set out in that plan. The diocese's obligation under the group benefit plan will be limited to payment of the diocese's share of the premiums. The diocese reserves the right to amend, alter or vary the terms of the group benefit plan, and/or change group benefit carrier(s), from time to time in its sole discretion.

Benefits will be provided in accordance with the formal plan documents or policies and any issues with respect to entitlement or payment of benefits under any of the employee benefits will be governed by the terms of such documents or policies establishing the benefits in issue and will be a matter between the Employee and the insurer. The diocese will have no further obligation but to ensure the appropriate payment of premiums.

Note: The Extended Health Care and Dental is optional when coverage is provided by a spouse. If you have any questions about this, please contact payroll@bc.anglican.ca.

Group Benefit Plan - Extended Health Care and Dental

An online benefits booklet detailing plan coverage will be provided to you. The premiums are paid by the Employer. An initial waiting period of 3 months applies to enrollment in the plan, further details for your individual situation will be provided by the payroll department.

Employee Assistance Program

Confidential counselling services are available for the Employee and their family for a broad range of personal and work-related concerns. The program cost is paid by the Employer.
<https://www.walmsley.ca/>

Group Benefit Plan - Life Insurance

Group insurance is provided (currently with a maximum limit of \$100,000.00) and the cost is shared equally between Employee and Employer. Optional life insurance is available, and premiums are paid by Employee.

Short Term Disability

The diocese has an Employment Insurance (EI) Supplementary Plan for the period of leave from 31 to 119 days. This Plan supplements EI benefits received while on short-term disability.

General Synod Pension Plan and Long-Term Disability

The Anglican Church of Canada's national pension plan (operated by The Pension Office Corporation) requires employees to contribute 5.0% of their pensionable earnings towards their pension and the Employer to contribute a further 12.5% of the pensionable earnings. The

Pension Office Corporation also manages the Long-Term Disability plan and details on its coverage is outlined in the benefits booklet. The disability premiums are paid by the Employer.

SCHEDULE B

For Employees working under 20 hours per week.

Employee Assistance Program

Confidential counselling services are available for the Employee and their family for a broad range of personal and work-related concerns. The program cost is paid by the Employer.

<https://www.walmsley.ca/>



March 27, 2025

Memo to: Diocesan Council

From: Isabel Weeks, Chancellor

Since the new canons and regulations came into force on January 1, 2025, we continue to note minor changes and updates. Turning to policy, Canon 10.2 addresses the making of policy. Under Canon 10.2 C., policies become effective if approved by the Bishop and diocesan council. Research reveals that there are numerous written policies which are out of date or not well known. The Executive Archdeacon along with the Chancellor have undertaken an extensive review of written policies, and are requesting approval of updates to more closely align with current custom and practice.

Canons

First, we have discovered that there is an omission from Canon 5, which is in the nature of a “typo”. The old canon 3a described the ex officio members of diocesan council to include the clerical secretary and the lay secretary. Due to an inadvertence, Canon 5 A 1. omitted both secretaries.

We acknowledge that the protocol for amendments to the Canons requires approval of Synod. Since this was essentially a clerical error, the suggestion is to add to Canon 5 A (1):

“h. the clerical and lay secretaries, (with voice but no vote)”

As an alternative to amending the Canon, we offer the suggestion of adding a regulation to Canon 5, as follows:

Regulation R5.1.12: The Clerical Secretary and the Lay Secretary are permitted to attend all meetings of Diocesan Council, with voice but no vote.

Regulations

The canons committee requests the following changes to regulations:

Regulation R7.5.1 (7) (e)- add the words **“announce the appointment of”** so it reads



“Announce the appointment pursuant to Regulation R 7.7.1 of an examiner to review the financial statements;”

Regulation R7.7.1 C add subparagraph 23:

“23. In consultation with the treasurer, appoint annually an examiner to review the financial statements.”

Withdrawals from the CTF

The finance department has requested a change to the regulation governing withdrawals from the CTF. The proposed change allows for Finance Committee (FC) or Operations Committee (OC) to approve withdrawals. FC meets at least five times per year. OC meets more often. Most withdrawals do not require deep review, but all withdrawals should have some review. With the change, either FC or OC (whichever meets first) could approve withdrawals up to \$100k. FC retains review of all large withdrawals.

The proposed revised Regulation is as follows:

Regulation 8.6.2 WITHDRAWALS FROM THE CTF

A. Subject to subsection B below, applications for withdrawals of income or capital from the CTF shall be made to the Finance Committee or for amounts less than \$100,000 to the Operations Committee, and shall include the following information: name of fund or trust, amount requested, purpose, and names of applicants.

B. Applications are not required for quarterly payments of income flowing to unitholders.

C. Withdrawal requests shall be made at least:

- 1. 15 days before funds are required, or**
- 2. 30 days before funds are required if the request is for \$100,000 or more.**

As Diocesan Council determined that the following trusts should be under the supervision of the Educational Trust Committee, we need the following amendment to Regulation R8.5.2:

That Regulation R8.5.2 A be amended by adding paragraphs 4, 5 and 6, as follows:



4. Fred Rudd Memorial Trust for a bursary or bursaries for any Anglican student studying for the sacred ministry with a preference to be given to students from the Saanich Deanery.

5. Biddle-King Estate Fund for a scholarship to encourage and assist candidates for the Anglican priesthood who have real need for such help.

6. Nicholas Addems Fund for education in business administration and allied subjects to assist students in administering their roles once they take Holy Orders.

Regulation R7.3.1- Parish Lands and Buildings

In order to streamline the process for parishes to undertake construction or repairs to parish property we are recommending removal of the requirement to hold a parish vestry for projects costing less than \$100,000. that the entire regulation be deleted and replaced with:

A. Parishes wishing to undertake construction or repairs costing greater than \$20,000. whether to an existing structure or creating a new structure, must obtain the approval of the incumbent, the wardens, and parish council, and then must obtain approval of diocesan council.

B. Parishes wishing to undertake construction or repairs costing greater than \$100,000. whether to an existing structure or creating a new structure, must consult with the Executive Officer, obtain the approval of the incumbent, the wardens, and parish council, and then must obtain the approval of an annual or special meeting of parishioners, and then must obtain approval of diocesan council.

Policy

First, regarding gambling:

Applicable BC law is outlined on the government website which includes:

“Gambling event licences allow eligible organizations to fundraise by holding a single gambling event or a series of events. Gambling events include raffles, bingos, poker, social occasion casinos, and wheels of fortune.”



The PDF on that website sets out the rather substantial rules and responsibilities of charitable organizations wishing to operate a gambling event.

<https://www2.gov.bc.ca/assets/gov/sports-recreation-arts-and-culture/gambling/licences/rules-licensed-charitable-gaming.pdf>

The question for diocesan council is whether to create a policy for all parishes that subject to the provincial legislation, these types of events will be permitted, and if so, on what terms, or whether these types of events will not be permitted under any circumstances.

Options:

1. That diocesan council allow only silent auctions, raffles, 50/50 draws and bingos at parish events that are open to only the parish members, as long as the appropriate licences have been obtained from the provincial government agency that regulates gaming.
2. That diocesan council prohibit any gambling, including silent auctions, raffles, 50/50 draws and bingos at any time.
3. That diocesan council permit parishes to hold any legal gambling events for the public and parish members, as long as the appropriate licences have been obtained from the provincial government agency that regulates gaming.
4. That parishes may offer only silent auctions at events to which the public is invited as long as the appropriate licences have been obtained from the provincial government agency that regulates gaming, but are not permitted to hold raffles, bingos, 50/50 draws, social casinos, or wheels of fortune, or other gambling at these events.

We request that Diocesan Council approve the following policy statements, which have all been updated and are included in the Dropbox:

Human Resources Manual

Respectful Conduct Policy

Privacy Policy

Information Security Policy

Social Media Policy



Gift acceptance policy

Note: An updated travel policy is in process and will be available for review shortly.

Handbooks

We also advise that handbooks are being updated, which include references to Canons, Regulations and Policies. The current edition of two of these handbooks is attached for reference. It is important to note that these are living documents which will be updated from time to time. The current version will be posted on the diocesan website.

Wardens' Handbook

Treasurers' Handbook

Clergy Handbook

All of which is respectfully submitted.

SOCIAL MEDIA POLICY

INTRODUCTION

"Social media" refers to interactive forms of electronic communication that facilitate the creation and sharing of information or ideas via online communities and networks. This policy does not apply to private social media use, anonymous or pseudonymous public communication, or using personal social media accounts or other electronic communications tools to communicate privately.

It is never acceptable for confidential information to be shared without permission via social media or any other form of insecure communication.

1. PARISH/MINISTRY/SYNOD OFFICE WEBSITES, BLOGS AND SOCIAL NETWORKING ACCOUNTS

The diocese encourages parishes and ministries to produce social media sites as educational, informational and evangelization tools.

Diocesan and parish social media sites must not be used for:

1. conducting outside/personal business
2. defaming the character of any individual or institution
3. discrediting the diocese or our partners
4. disclosing any confidential information related to the diocese

2. LOGOS/TRADEMARKS

No one may use diocesan trademarks or logos on their personal social media sites in any way that suggests or implies approval, endorsement or oversight by the diocese.

3. DOMAIN REGISTRATION AND POSTING ON WEBSITE

The diocese retains ownership of parish websites and makes necessary payments for domain registration and hosting, as required. Parishes will be responsible for writing and posting content to their websites. All content posted on a parish website must be first approved by a warden or the incumbent.

4. PROTECTION OF CHILDREN AND VULNERABLE PEOPLE

Church personnel may not post or distribute any personal identifiable information, including photos and/or videos, of any person under the age of 19 or a person whose capacity to give consent is diminished without verifiable consent of a parent or guardian or other person responsible for that individual.

5. WHEN COMMUNICATING WITH CHILDREN AND YOUTH USING SOCIAL MEDIA OR OTHER ELECTRONIC COMMUNICATION

- For official ministry communication to anyone under the age of 19, there must be at least two adults with administrative rights for each social media account.

- Personal social media accounts may not be used for ministry communication.
- The primary purpose of such communication shall be for providing information related to a ministry or event and not for socialization or other personal interaction. Counseling of children through electronic methods, such as social media, is not permitted.
- Adults must not be in electronic communication with children or youth unless a parent/guardian has authorized such communication.
- When using a ministry social media account, adults must not initiate "friend" requests with children but may accept "friend" requests from children who are involved in the particular ministry.
- When children or youth form their own personal social media sites, adults may not join these groups, nor have access to these sites.
- Other than emergency situations or to communicate time-sensitive information related to the ministry or ministry-related event, communication with children or youth via other electronic communications must be undertaken between 8am and 6pm.
- Church personnel will not participate in online "chatting" with children or youth.

INFORMATION SECURITY POLICY

1. INTRODUCTION

The diocese, including its parishes, employees, volunteers and other representatives, will adhere to the diocesan Privacy Policy and the provisions of the *Personal Information Protection Act (PIPA)* relating to the collection, accuracy, protection, use, retention, archival transfer and disclosure of personal information.

2. USE OF ANTI-VIRUS SOFTWARE

In order to protect against the inadvertent introduction of malicious software, every device owned by the diocese or a parish shall be equipped with a current, industry standard, anti-virus (aka anti malicious software) program that is properly maintained and updated.

3. USER ACCOUNTABILITY AND PASSWORD MANAGEMENT

Password access control for authentication shall be unique to each User and serves, not only as their access credentials, but also as a tracking mechanism for after the fact accountability for actions related to information security and privacy.

Passwords must be complex using a mixture of alphabetic (upper and lower case), numeric characters, and non-alphabetic characters (such as \$, !, #, %, *). Passwords should not contain the user's account name or personal identifiers like dog's name or home street.

4. SHARED EMAIL ADDRESSING FOR PARISH ELECTRONIC MAIL

For each parish there are specific email IDs for the following parish positions:

treasurer@domain (the domain name will be @YOUR PARISH CHOSEN DOMAIN NAME)
warden1@domain
admin@domain
incumbent@domain
safechurch@domain

Additional email addresses may be assigned by the parish office for other ministries as required. Such changes or additions are to be communicated to the synod office as they are made.

Each of these usernames e.g. "treasurer" will be assigned to a named user account e.g. "John Smith". Upon completion of the term, the email from the account will be archived and the username (e.g. "treasurer") will be reassigned to the person assuming the position using a new named user account.

Retired clergy tlor clergy moving to another parish will give up their incumbent @ parish email and it will be assigned to the incoming interim or permanent incumbent. The email from the previous clergy will be archived but will be available as required by the new incumbent or the diocese.

Personal email addresses should not be published on a parish website. Personal email addresses are to be published in print only with the consent of the individual.

5. NO GUARANTEED MESSAGE PRIVACY

The diocese cannot guarantee that electronic communications will be private. Users must be aware that, depending on the technology, electronic communications can be forwarded, intercepted, printed, and stored by others.

6. AUTHORIZED USAGE

The diocesan electronic communications systems generally must be used for business activities. Incidental personal use is permissible as long as it does not consume more than a trivial amount of system resources, does not interfere with worker productivity.

PRIVACY POLICY AND PROCEDURES

I. POLICY

The Diocese, including its parishes, employees, volunteers and other representatives, will adhere to the provisions of the Personal Information Protection Act (PIPA) relating to the collection, accuracy, protection, use, retention, archival transfer and disclosure of personal information.

As defined in the Act, personal information consists of all data about an identifiable individual, including employees but excluding their work contact information and work product information. Among other individuals, the Diocese holds personal information of employees, volunteers, other representatives, parishioners and donors. If in doubt about whether a particular piece of information is covered by PIPA, please check with the Chancellor.

i. Consent and Collection

In accordance with Part 3 of PIPA, the Diocese will collect, use and disclose the personal information of an individual for reasonable, specified purposes if the person has provided consent, has been provided notice and given a reasonable opportunity to decline, or as otherwise authorized under the Act.

ii. Use and Disclosure

Personal information will be used in accordance with Part 5 of PIPA. It may be used only for the purposes for which it was collected unless an individual consents to a new use or the Act authorizes a new use without consent.

Personal information may be released for archival or historical purposes if its disclosure is not too sensitive, a research agreement meeting prescribed requirements is in place, the information is about someone who has been dead for twenty or more years, or the information is in a record which has been in existence for one hundred or more years.

iii. Request and complaint process

In accordance with sections 5, 23 and 24 of PIPA, individuals may access their own personal information subject to limited exceptions and may enquire about its use by the Diocese. They may also register a complaint, and request that an error or omission be corrected. All enquiries must be made to the Bishop in writing. A request or complaint must provide sufficient detail to identify all relevant personal information.

Fees may be assigned to recover the administrative cost of responding to a request.

As PIPA requires the designation of one or more Privacy Officers, the Bishop has appointed the Executive Officer to provide privacy advice and assistance.

Also as required under the Act, the following contact information is provided:

Address: 900 Vancouver Street, Victoria, British Columbia, V8V 3V7, Canada

Office hours: 9:00 a.m. to 3:00 p.m.

Telephone: (250) 386-7781

E-mail: synod@bc.anglican.ca

Attachment A SAMPLE PHOTO RELEASE FORM

PHOTOGRAPH / IMAGES RELEASE FORM

I, _____ hereby give the Diocese of British Columbia consent
(print name)
to use photographs/images taken of me on _____, 20____.

I agree that the Diocese of British Columbia is the owner of the photograph(s) / video images
/ other image(s)
(circle one or more)

and may use them on a public website / in promotional material / in other publications / in public
exhibits (circle one or more) without further notification and without payment to me of any fees or
royalties.

Signature

Date

Respectful Conduct Policy

I GENERAL PROVISIONS

1. The Diocese of British Columbia undertakes to ensure that all activities and work in which it is engaged uphold the values of love, truth and justice proclaimed in the Gospel of Jesus Christ.
2. The Diocese welcomes diversity and strives to provide an environment in which each individual is treated fairly and with dignity and respect.
3. Each employee and volunteer has the right to work in an atmosphere which promotes equal opportunity, prohibits discriminatory practices and is free from bullying, harassment, discrimination and sexual misconduct.
4. Violations of this policy (including bullying and harassment, discrimination and sexual misconduct) will not be tolerated and all reasonable complaints will be investigated.
5. In all responses, the Diocese will recognize the vulnerability of those involved and will act with empathy, trustworthiness and transparency.
6. Pastoral care is available to any complainants, respondents, their families, or others affected within the diocesan community.
7. It is not the intention of this policy to prohibit normal social interaction, nor to prevent the Diocese from exercising, in good faith, its normal managerial/supervisory rights and responsibilities.
8. This policy applies to every bishop, priest, deacon, or lay person under the jurisdiction of the Bishop of the Diocese of British Columbia. The Canons of the Diocese of British Columbia, the Ecclesiastical Province of British Columbia and Yukon, and of the General Synod of the Anglican Church of Canada which have been, or shall be from time to time, passed, as these bear on Oaths, Licensing, Discipline, and the Exercise of Ministry, and the Bishop's Letter of Appointment and Licence govern the discharge of this policy.
9. All clergy, employees and volunteers are required to be familiar with this policy, and to agree in writing to adhere to it. Other organizations functioning in the name of the Church or on its property are required to adhere to this policy or an equivalent one.
10. When new clergy are appointed or diocesan and parish staff are hired, agreement to comply with all personnel policies of the church including this respectful conduct policy is required in writing as a condition of employment or appointment.
11. When volunteers for diocesan or parish boards or committees or other councils are chosen, agreement in writing to comply with this respectful conduct policy is required as a condition of volunteering.
12. The Bishop's office oversees the orientation and ongoing training of clergy and synod office employees and volunteers concerning the workplace issues of harassment, discrimination, sexual misconduct and ethical behaviour. Churchwardens and incumbents of parishes and those in charge of other diocesan ministries are responsible for ensuring that lay employees and volunteers consent to adhere to this policy.
13. This policy statement will be reviewed every year. All employees and volunteers will be provided with a copy.

Updated: March 2025

14. Any word or phrase not defined below has the same meaning as used in the Constitution, the Canons and Regulations.

II BULLYING AND HARASSMENT

1. Bullying and harassment

- a) includes any inappropriate conduct or comment by a person towards another that the person knew or reasonably ought to have known would cause the other to be humiliated or intimidated, but
- b) excludes any reasonable action taken by an employer or supervisor relating to the management and direction of employees or volunteers, or the place of employment.

Examples of conduct or comments that might constitute bullying and harassment include verbal aggression or insults, calling someone derogatory names, or harmful hazing, initiation practices, vandalizing personal belongings, and spreading malicious rumors.

Bullying and harassing behavior does not include expressing differences in opinion; offering constructive feedback, guidance or advice about work-related behavior; and reasonable action taken relating to the management and direction of employees or volunteers (e.g., managing performance, taking reasonable disciplinary actions, assigning work).

2. Employees and volunteers must:

- not engage in the bullying and harassment of others
- report if bullying and harassment is observed or experienced

3. Application

This policy statement applies to all employees, including permanent, temporary, casual, contract, student workers, and to volunteers. It applies to interpersonal and electronic communications, such as email.

Individuals found guilty of bullying or harassment will be disciplined. Discipline may include suspension or dismissal and barring from attendance at any property in the diocese for a defined term or indefinitely.

4. Reporting and Investigation Procedures

The investigation process and reporting procedures are described in Part V, "PROCEDURE", below.

Additional resources can be found at www.worksafebc.com/bullying/.

III DISCRIMINATION

1. Discrimination includes differences in treatment of individuals on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender expression, gender identity, indigenous identity or criminal conviction that is unrelated to the employment of the individual.
2. The Diocese is committed to maintaining a fair and just work environment with employment equity. The Diocese strives to eliminate discrimination in all levels of employment.
3. Individuals will be entitled to be considered for employment, hired, trained, and promoted in a way that is free of discrimination that is unrelated to employment, including any systemic or deliberate practices and policies that may discriminate.

IV SEXUAL MISCONDUCT

Definitions

Complainant and Respondent

"Complainant" and "Respondent" are terms which describe the person bringing the complaint and the person who is accused of sexual misconduct.

Consent

Consent means giving permission for something to happen. Consent must be voluntary. Consent has not been given if an individual agrees to any sexual activity under threat, or if consent is obtained by fraud or through the influence of a person in authority over that person. Children cannot give consent. Consent for sexual activity is not possible in a pastoral or fiduciary relationship.

Pastoral Relationship

A pastoral relationship is a fiduciary relationship carried out in the name of or on behalf of the Diocese, Parish Church, or place of ministry, as the case may be, between a member of the Clergy, Lay Employee or Volunteer and any person to whom such Clergy, Lay Employee or Volunteer provides pastoral counselling, pastoral care, instruction in sacred music, spiritual direction, spiritual guidance or from whom the Clergy, Lay Employee or Volunteer has received confession, or confidential or privileged information. In assuming responsibility for such a relationship, the Clergy, Lay Employee or Volunteer acknowledges responsibility for the well-being of the other person, intends to respect that individual's personal integrity and determines not to abuse the power inherent in the relationship. Any sexual activity or conduct in which a person in a pastoral relationship with another takes advantage of the vulnerability of the person under their pastoral care or other guidance or leadership, regardless of who appears to have initiated it, shall be deemed to be sexual misconduct.

Safe Church

The Safe Church program is administered by the synod office staff in collaboration with parish safe church liaisons. Safe Church training is proactive in prevention by offering resources and education that covers relevant subject matter, including but not limited to sexual misconduct and/or harassment, bullying, abuse, and social media safety. The Safe Church program also includes a screening process which requires specific persons to obtain a Police Information Check with a Vulnerable Persons Sector check and provide it to the synod office.

Sexual Assault

Sexual assault is any intentional use of force or threat of use of force and involving some form of sexual activity against another person without his/her consent. Sexual assault may be criminal in nature.

Sexual Exploitation

Sexual exploitation is any form of sexual contact or invitation to sexual contact, with any person by a professional person, cleric or anyone in a position of authority, trust or power over that person whether or not there is consent from the individual (please see Consent). It may be a criminal offence. Sexual exploitation refers to the act of taking advantage of the vulnerability of a person, with whom there is a fiduciary and/or pastoral relationship (please see Pastoral Relationship), for one's own pleasure/gain.

Sexual Harassment

Sexual harassment includes engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome. Sexual harassment is behaviour that has the effect of undermining, coercing, intimidating, humiliating or demeaning an individual on the basis of gender. It may have the effect of creating a place of ministry or workplace which is hostile or offensive. Such behaviour may consist of a single incident or several incidents over a period of time. The harasser could be of the same or different gender as the person harassed and may be a supervisor, co-worker/minister, client, parishioner, volunteer or an external person providing service. Sexual harassment can occur in or outside the office or church building but is not limited to a work-related activity.

Examples:

- threats or verbal abuse
- unwelcome sexual remarks, jokes, innuendo or taunting about a person's body or sexual orientation
- distribution by mail, fax or other electronic means of material of a sexual nature which potentially could be offensive
- displaying sexist, pornographic or derogatory pictures
- unwelcome invitations or requests or sexually suggestive remarks
- leering or other sexual gestures
- unnecessary physical contact, such as patting or pinching

Sexual Misconduct

Sexual misconduct for the purposes of this Policy is sexual exploitation, sexual harassment, or sexual assault.

Principles

1. All employees, volunteers, parishioners and others participating in parish or diocesan activities or events have the right to an environment that is free of sexual misconduct.
2. Clergy and those responsible for liturgical, pastoral, educational or recreational activities in the Diocese of British Columbia are expected to maintain ethical standards of mutual respect, responsibility and caring, as well as modelling wholeness and healthy sexuality in all their relationships with those for whom they have responsibility.
3. Professional counsellor/client relationships must be respected and maintained by all clergy and other professionals in the service of the diocese or parish in every pastoral or counselling situation. Exploitation of this trust through sexual activity, touching for sexual purposes, or the suggestion or depiction of any such activity, will not be tolerated.
4. An accused person is presumed innocent until proven guilty. The fact that either formal or informal procedures have been initiated does not create an inference of guilt.

5. As a first principle, every effort will be made on the part of all parties concerned to hold in confidence information obtained in the process of a complaint made under this policy.
6. Preserving the safety and well-being of a complainant, or others who might be affected, is a priority.
7. Whenever possible, the Diocese is committed to a trauma-informed approach to all complaints. In all responses, the Diocese will recognize the vulnerability of those involved and will act with empathy, trustworthiness and transparency.
8. Anonymous complaints will generally not be investigated or acted upon. The Bishop, however, may initiate an investigation under the procedures of this policy into any situation where there is reasonable suspicion of sexual misconduct, whether or not a complaint has been made.

Prevention

1. This sexual misconduct policy is intended
 - a. to help prevent sexual misconduct from occurring;
 - b. to provide workable and fair procedures for responding to complaints of sexual misconduct; and
 - c. to provide a basis and framework for ongoing training and education on issues of sexual misconduct and the implementation of the policy.
2. The Diocese of British Columbia actively strives to prevent sexual misconduct and deal with every accusation promptly, seriously and systematically, in cooperation with the proper authorities, where appropriate. We co-operate with investigations being undertaken under the Criminal Code, B.C. Human Rights Code, or the Child, Family and Community Service Act. Nothing will be done to interfere with any of these investigations.
3. Appropriate Safe Church training and screening must be completed by all clergy and all paid parish staff. Lay persons wishing to volunteer must complete Safe Church training and screening according to their volunteer role. These roles include but are not limited to: parish council members; wardens; choir director or organist and choral scholars; treasurer, envelope secretary and all others who handle money; children and youth workers, camp leaders and volunteers; honorary assistants; pastoral visitors; refugee volunteers; volunteers at parish events; volunteers in leadership roles; and social media assistants and tech support.

V PROCEDURE

1. Reports of incidents or complaints of workplace bullying and harassment, or discrimination may be made orally or in writing. Allegations of sexual misconduct must be made in writing. All concerns, reports and concerns should be addressed to the Review Team.
2. Any person with a complaint is encouraged to come forward or seek advice, without fear of retaliation or reprisals.
3. Upon receipt of a complaint, a Review Team shall be appointed by the Bishop, and will coordinate the evaluation and investigation of all concerns, reports and complaints of violation of this policy.

4. It is the responsibility of the Diocese to investigate all complaints and will do so in a fair and impartial manner, providing both the Complainant and Respondent fair and equal treatment in evaluating the allegations. Allegations of conduct contrary to this policy and involving persons who are not employees or volunteers of the Diocese will be addressed on a case-by-case basis.
5. Investigations will be trauma informed, aimed to create an environment of safety and respect.
6. The Bishop may initiate an investigation under the relevant procedures of this policy where there is reasonable suspicion of sexual misconduct, whether or not a complaint has been made.
7. All complaints under this policy shall be dealt with confidentially. However, confidentiality may be limited as necessary for the administration of this policy, or as required by law, or where anyone is at risk, or if confidentiality is waived by the parties.
8. This policy is not intended to preclude a complainant from seeking legal counsel or seeking a criminal or civil remedy.
9. No person or persons shall knowingly make a false or vexatious complaint.
10. The Review Team shall be responsible for the scope of the investigation, which may include appointing an independent investigator. The Bishop shall review the investigative report and make the final decision. An appeal of the Bishop's decision may be initiated to the diocesan court within thirty days.¹
11. Individuals found to be in violation of this policy will be disciplined appropriately. Discipline may include suspension or dismissal and barring from attendance at any property in the diocese for a defined term or indefinitely.
12. The nature and type of discipline will be determined by the Bishop.
13. Sexual misconduct may be criminal in nature and will be dealt with seriously.
14. Where a person suspects on reasonable grounds that a child is or may be in need of protection, this suspicion must be reported to child protection authorities.
15. Where the complaint involves abuse that allegedly occurred when the adult complainant was a child, no report will be made pursuant to paragraph 14 above without the consent of the complainant unless either there is suspicion that other children are currently being abused or the person receiving the report has grave concerns for the safety of other persons.

¹ Any complaint against the Bishop should be addressed to the Metropolitan of the Ecclesiastical Province of British Columbia and Yukon.

Human Resources Policy Manual

Diocese of British Columbia



Updated: January 2025

DIOCESE OF BRITISH COLUMBIA
Human Resources Policy Manual

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I GENERAL PROVISIONS

1. The Diocese is a local expression of the Anglican Church of Canada ministering on Vancouver Island, across the Gulf Islands of the Salish Sea (Strait of Georgia), Broughton Archipelago and Kingcome Inlet.
2. This manual includes the current policies of the Diocese regarding the terms and conditions of employment of Clergy and Lay Employees. The Diocese is committed to compliance with all applicable laws and regulations of Canada and British Columbia. The Diocese is also committed to compliance with the Canons and Regulations of the General, Provincial and Diocesan Synods of the Anglican Church of Canada, concerning employment standards, compensation and related procedures.
3. The Diocese is committed to maintaining a fair and just work environment with employment equity. The Diocese strives to eliminate discriminatory employment barriers in all levels of employment.
4. Individuals will be entitled to be considered for employment, hired, trained and promoted in a way that is free of barriers, including any systemic or deliberate practices and policies that may discriminate.
5. All employees are expected to conduct themselves in a manner consistent with the values of the Anglican Church of Canada, including normally accepted principles of honest and ethical behavior. Conduct of Clergy is expected to be consistent with their ordination vows and oaths.
6. All employees are required to review the Respectful Conduct Policy of the Diocese.
7. All employees are required to review the Information Security Policy, the Privacy Policy and the Social Media Policy.
8. All employees must exercise all reasonable care to ensure files and other documents or information within their control are secure, in compliance with the Information Security Policy.
9. All employees must exercise the utmost discretion with regard to matters which are properly confidential. Any employee who violates confidentiality shall be subject to disciplinary action up to and including immediate dismissal.
10. This manual may be amended or updated from time to time. All employees of the Diocese are bound by the manual as amended or updated and on the date of the amendment or updating. The current edition of this manual is available on the Diocesan Website.
11. The Diocese provides a written offer of employment (the "Offer Letter") describing the specific terms of employment including position description, compensation and related details.
12. Every employee is given a copy of this policy manual at the time an offer of employment is made or at the time a contract is executed (as the case may be) and is required to [acknowledge receipt](#).
13. Statutory and other Paid Holidays: Employees are entitled to paid time off on Statutory Holidays as determined by the *Employment Standards Act* of British Columbia. Lay Employees (other than those holding management positions) who are required to work on Statutory Holidays are entitled to statutory holiday pay according to the provisions of the *Employment Standards Act* of British Columbia. In addition to statutory holidays, the Diocese provides paid time off on Paid Holidays. Clergy are expected to be available on some Statutory Holidays and Paid Holidays as required by their work.
14. Maternity leave: The Diocese is committed to supporting its employees in their work and family life and recognizes the unique situation brought about by pregnancy. Pregnant employees will be granted maternity leave pursuant to the *Employment Standards Act* of British Columbia. For Clergy, Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least three

months in advance of the date of the leave. For Lay Employees, Form L-1 is required to be completed and sent to the employee's Supervisor, at least three months in advance of the date of the leave.

15. Parental leave: The Anglican Diocese is committed to supporting its employees in their work and family life. The church recognizes the unique situation brought about by new parenthood and provides leave for new parents. Clergy will be granted parental leave pursuant to the *Employment Standards Act* of British Columbia. For Clergy, Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least three months in advance of the date of the leave. For Lay Employees, Form L-1 is required to be completed and sent to the employee's Supervisor, at least three months in advance of the date of the leave.
16. The diocese provides employees on maternity or parental leave who are in receipt of EI benefits, a Supplemental Unemployment Insurance Benefit Plan that augments employees' eligible income from Employment Insurance to a limit of 80% of normal gross pay for up to 24 weeks.

II CLERGY

1. RECRUITMENT

Clergy are recruited in a process established by the Bishop from time to time, and by the authority of the Bishop.

A probationary period of three months will apply to Clergy who are newly hired in the Diocese, as described in the Offer Letter.

2. HOURS OF WORK

The average working hours for full-time Clergy are forty (40) hours per week. Clergy may work more than an average work week from time to time due to the nature of the work being undertaken and are expected to work the hours required to complete their work. It is the responsibility of the Bishop, the Regional Archdeacons and the Churchwardens to provide guidance on Clergy workloads in order to avoid situations where the workload becomes unreasonable. Clergy are managers within the meaning of the *Employment Standards Act* of British Columbia and are therefore exempt from overtime requirements.

3. VACATION

- (a) The Diocese recognizes the benefit of vacation as it provides time to rest and reflect and promotes a healthy work-life balance. Accordingly, Clergy are expected to take their full vacation entitlement each year.
- (b) Clergy are entitled to paid vacation each year based on years of service as determined by the Bishop. Factors considered include date of ordination into Holy Orders in the Anglican Church of Canada and active service in licensed ministry.
- (c) The minimum vacation entitlement for Clergy is four weeks each year; effective 2023 increasing to five weeks after five years of service and increasing again to six weeks after ten years of service. Vacation may be taken at any time during the year, provided advance written notice has been given. The Diocese reserves the right to designate times of the year when vacations may or may not be taken.
- (d) Clergy proposing vacation should take into consideration the responsibilities of their position and must consult the Churchwardens in their Parish and the Archdeacon of their Region before confirming plans. Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least four weeks before the start of any proposed vacation.

(e)

- (f) If an employee becomes ill during a period of annual vacation, the vacation can be converted to sick leave on presentation of a validating doctor's certificate (if the employee has available sick time).

4. SICK LEAVE

Clergy are entitled to accumulate sick leave with pay at a rate of one week per quarter year of employment to a maximum accumulation of one month. A doctor's certificate may be required. In the event of an illness that continues for more than 30 days, an application for Short Term Disability benefits must be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office.

5. EDUCATIONAL LEAVE

- (a) All full-time clergy are licensed to ministry by the Bishop are entitled to one week of paid professional educational leave each year in addition to annual vacation. Continuing education leave is non-cumulative and does not include participation in mandatory diocesan educational events. Clergy proposing educational leave should take into consideration the responsibilities of their position and consult the Archdeacon of their Region before confirming plans. Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least four weeks before the start of any proposed educational leave.
- (b) By virtue of diocesan participation in the General Synod continuing education plan, all members of the clergy in employment in the diocese who are not in receipt of the General Synod Pension may apply for six weeks' study leave every five years (eight days per year). This leave is not cumulative and must be taken in a way that is mutually satisfactory to the Bishop, the salary paying source and the clergy member seeking leave. It is in addition to annual vacation and professional educational leave. Clergy proposing study leave should take into consideration the responsibilities of their position and consult the Archdeacon of their Region before confirming plans. Form C-1 is required to be completed and sent to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office, at least three months before the start of any proposed extended study leave. (c)
- (d) After six years of continuous employment at a single parish, a clergy member may propose an unpaid sabbatical leave for not more than six months. The terms of such a sabbatical leave must be for an educational purpose and must be approved by the parish and by the Bishop. A sabbatical leave shall not be taken in the same 12-month period as any educational or study leave.
- (e) Clergy employed part-time are entitled to proportional study and sabbatical leave in accordance with their contract of employment.

7. TRAVEL

Clergy's salary includes the cost of normal parish-related travel. The cost of operating a motor vehicle on parish business may be deducted for income tax purposes as described in the *Income Tax Act*. Clergy who are required to travel more than usual parish business as part of assigned responsibilities are entitled to reimbursement for use of a personal vehicle at the rate set by the Finance Committee of the Diocese and for all other expenses incurred during the course of travel, providing they are deemed reasonable.

8. SUPPORT AND REVIEW

The Bishop meets with Clergy to discuss the mission, goals and objectives of their Parish Church, and to discuss any challenges or difficulties encountered during the year. Archdeacons assist the Bishop in the oversight of the Diocese, including consultation, supervision, guidance and pastoral support to all Clergy in their respective Regions.

The Archdeacon in each Region holds periodic regional meetings, giving the Archdeacon and the Clergy in the Region an opportunity to provide support and exchange ideas.

9. RETIREMENT

Clergy may retire upon three months' written notice to the Archdeacon for the Region where the Clergy is employed with a copy to the Bishop's office.

III LAY EMPLOYEES

1. RECRUITMENT

Parish Churches recruit Lay Employees based on merit. Job descriptions and salaries are consistent with guidelines established by the Diocese.

2. PROBATION

At the end of three months probationary period, Lay Employees receive a written evaluation and notice of having:

- (a) satisfactorily completed the probationary period,
- (b) their employment terminated, or
- (c) been placed on a further three months probationary period.

3. HOURS OF WORK

Regular working hours are detailed in the offer of employment. Working hours may be adjusted or increased in the event of increases in workload or emergency. Notice of any adjustment in working hours will be provided as much as possible in the circumstances.

Regular hours of employment may be adjusted, or flexible work schedules established to better suit the work to be performed. Any changes to regular working hours will be set in consultation with the Lay Employee.

4. VACATION

- (a) The Diocese recognizes the benefit of vacation as it provides time to rest and reflect and promotes a healthy work-life balance. Accordingly, Lay Employees are encouraged to take their full vacation entitlement each year.
- (b) The Diocese provides Lay Employees with at least as much vacation pay and time off for vacation as they are entitled to in accordance with the *Employment Standards Act* of British Columbia.
- (c) Lay Employees arranging vacations should take into consideration the responsibilities of their position. Prior approval is required for the proposed scheduling of vacation. Form L-1 must be completed and provided to the employee's Supervisor, at least two weeks before the start of any proposed vacation.

5. SICK LEAVE

Regular full-time Lay Employees are entitled to sick leave with pay on the basis of one and one-half days per month of employment to a maximum of eighteen days per year. Unused sick days can accumulate to a maximum of ten days the first year and a maximum of thirty days after three years.

Part-time Lay Employees are entitled to sick leave prorated according to hours worked, or at least as much sick leave as they are entitled to in accordance with the *Employment Standards Act* of British Columbia.

In the event of an illness that continues for more than 30 days, an application for Short Term Disability benefits may be completed and sent to the payroll office.

A doctor's certificate may be required of an employee absent from work due to illness.

6. PROFESSIONAL DEVELOPMENT LEAVE

Lay Employees are entitled to up to one week of paid job-related professional development leave annually. Lay Employees requesting professional development leave must complete and provide Form L-1 to their Supervisor at least two weeks prior to the proposed leave, including a written description of the course of study/workshop/project intended to be undertaken. Proof of completion may be required.

7. TRAVEL

Lay Employees who are required to travel as part of their assigned responsibilities will be entitled to reimbursement for use of a personal vehicle at the rate set by the Finance Committee of the Diocese and for all other reasonable expenses incurred during the course of travel.

Travelling time shall be considered as working hours and shall be compensated on an hour for hour basis providing that the employee worked during the day in which the travel occurred or on the day previous.

IV VOLUNTEERS

- (a) Volunteers are entitled to the same respect and ethical treatment as paid employees.
- (b) Volunteers are expected to comply with all policies referred to in this manual. Volunteers are given a copy of this policy manual and are required to [acknowledge receipt](#).

V DEFINITIONS

Any word or phrase not defined below has the same meaning as used in the Constitution and the Canons.

Archdeacon	A priest appointed by the Bishop and assigned to one of the Regions in the Diocese
Bishop	The bishop elected by the Diocesan Synod of the Diocese of British Columbia
Canons	the Constitution, Canons and Regulations of the Diocese as amended and updated from time to time; the current version of which is on the Website
Clergy	as defined in the Constitution, including all persons ordained to religious service who hold the licence of the Bishop, including curates, deacons, priests, incumbents and archdeacons

Compensation includes Salary for Clergy and Lay Employees, and benefits as described in the offer of employment

Diocese	The Anglican Synod of the Diocese of British Columbia, also referred to as the Diocese of Islands and Inlets
Incumbent	a member of the Clergy who is responsible for a parish church
Information Security Policy	the Diocesan policy on information security; the current version of which is on the Website
Lay Employee	a person who is not ordained occupying a position established in the Diocese who is fulfilling the duties of the position and who has accepted a written offer of employment and is receiving Compensation for services rendered
Offer Letter	a letter describing the specific terms of employment including position description, compensation and related details
Paid Holidays	Easter Monday and Boxing Day
Parish Church	one of the churches in the Diocese
Priest	member of the Clergy appointed by the Bishop.
Privacy Policy	the Diocesan policy on privacy; the current version of which is on the Website
Region	currently one of four regions in the Diocese, namely: Cowichan Mid-Vancouver Island; Western, Peninsula & Gulf Islands; Greater Victoria; and, Mid-North Islands
Respectful Conduct Policy environment, encompassing	the Diocesan policy on creating and maintaining a safe and respectful work environment, encompassing the topics of sexual misconduct, discrimination, bullying and personal harassment; the current version of which is on the Website
Salary	money paid to an Employee for services rendered as outlined in the offer of employment
Social Media Policy	the Diocesan policy on social media; the current version of which is on the Website
Statutory Holiday	New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day
Stipend	Salary paid to Clergy
Supervisor	the person to whom a Lay Employee reports, as described in the Offer Letter
Volunteer	a person filling a position for which no Compensation is offered or received
Website	the Diocesan website found at www.bc.anglican.ca

VI FORMS
(continued on pages 9-11)

FORM C-1
CLERGY ABSENCE REQUEST

Name: _____

Parish: _____

Check:	Short absences:	Proposed start date and end date:
	Vacation	
	Continuing Education	
Check:	Long-term absences:	Proposed start date and end date:
	Maternity*	
	Parental*	
	Extended Medical Leave*	
	Extended Study*	

*The bishop's office will arrange and appoint appropriate parish coverage for long-term absences.

For short absences, please describe your parish coverage plan:

Clergy Signature: _____

Date: _____

Please submit to your Regional Archdeacon and the bishop's office for approval at least four (4) weeks before the proposed start date for short absences and at least three (3) months before the proposed start date for long-term absences. Upon approval, this form must be forwarded to the payroll department (payroll@bc.anglican.ca).

Approval by Regional Archdeacon

Archdeacon name: _____ Date: _____

Signature: _____

FORM L-1
LAY EMPLOYEE ABSENCE REQUEST

Name: _____

Parish: _____

Check:	Type of planned absence:	Proposed start date and end date:
	Vacation	
	Professional Development	
Check:	Long-term absences:	Proposed start date and end date:
	Extended Medical Leave*	
	Maternity*	
	Parental*	

*The incumbent and/or wardens will arrange appropriate parish coverage for long-term absences.

For short absences, please describe your parish coverage plan:

Employee Signature: _____ Date: _____

Please submit to your Supervisor for approval at least two (2) weeks before the proposed start date for short absences and at least three (3) months before the proposed start date of long-term absences. Upon approval, this form must be forwarded to the payroll department (payroll@bc.anglican.ca).

Approval by Supervisor

Supervisor name: _____ Date: _____

Signature: _____

FORM A-1
DIOCESAN POLICY ACKNOWLEDGMENTS

By initialing beside the policies listed below, I, _____
(PRINT CLEARLY) acknowledge that I have received and reviewed these policies in their entirety. I
understand the scope, intent and principles outlined in the policies and will, to the best of my ability,
adhere to them in all respects.

Initial:

_____	Human Resources Policy Manual
_____	Respectful Conduct Policy
_____	Information Security Policy
_____	Privacy Policy
_____	Social Media Policy

Signature

Witness

Signed on (month/day/year): _____

Wardens Handbook

Introduction

This handbook outlines the common roles found in a congregation in the Anglican Diocese of British Columbia. It is not a substitute for the canons of the diocese but intends to help wardens navigate their role as set out in the canons and regulations.

The roles of incumbent (clergy appointed by the Bishop to serve in a parish) and the churchwardens in the Anglican church were established centuries ago. In casual speaking, we often refer to the churchwardens as wardens, and for the purpose of this handbook, we will use the term “warden” to refer to churchwardens.

Congregations often have one incumbent and two churchwardens, while some parishes have no incumbent and in other parishes there are deputy wardens as well as the two wardens.

One warden (often called the “people’s warden”) is elected by the congregation at its annual “vestry” meeting, sometimes referred to as the annual general meeting and one warden (often called the “rector’s warden”) is appointed by the incumbent. [Canon 7.7 and Regulation R7.7.1]

Together, the incumbent and wardens form the group of dedicated people who provide the core leadership for the local “vestry” or congregation.

This leadership triumvirate is quite Anglican in its creation—it is a pragmatic form of governance. The wardens, by and large, look after the “temporal” affairs of the congregation: money, property and governance. Although the two wardens are often called the rector’s warden and the people’s warden, those titles only reflect how they were appointed or elected. Their roles and responsibilities are exactly the same; they act jointly. [Regulation R7.7.1 C]

As you proceed through this handbook, you will find quite a few areas of “shared responsibility”. Our system of governance, which relies on teamwork and collaboration is a source of support.

Definitions

“Bishop’s Warden” is the warden appointed by the Bishop when there is no incumbent in a parish.

“Churchwarden” is the formal term in the canons and regulations for either the rector’s warden or the people’s warden.

“Rector’s warden” is the churchwarden appointed annually by the incumbent.

“People’s warden” is the churchwarden elected annually at the annual general meeting.

“Vestry”- This term is used in two ways; first, as it is defined in the constitution, it is the term often used interchangeably with a parish Annual General Meeting (AGM) or a special meeting of the parishioners; and second, it is used to mean the parishioners as a group.

Parishes

Traditionally, a parish or congregation has been associated with a defined mission field or geographic area set apart by the Bishop. Although the parishes in many ways act alone, they are an integral part of the region in which they are situated and of the diocese as a whole. Recently, the canons have been expanded to permit the Bishop to create a region or regions that are based on some criteria other than geography. Although the incumbent has oversight of a parish, the incumbent is acting on behalf of the Bishop.

Our parishes and congregations have a fairly independent form of governance and management. However, the parish always exists in the context of and works on behalf of the mission of the diocese. As such, it ministers to the local community on behalf of the whole diocese. In that respect, our parishes and our diocese always exist and work together in mutuality of interest. Each parish is the diocese in its local context. This means an incumbent of a parish engages in work for the diocese as a whole as well as the work of the parish. This may be by being a member of diocesan council, or as an archdeacon, or as a member of a diocesan committee, or some other role in the diocese.

Qualifications and Election/Appointment of Wardens [Canon 7.7]

To be a warden-

One must be a member of the congregation or parish.

One must be in regular attendance in the parish.

A warden holds office for one year from the time of their appointment or election, or until their successor is appointed or elected. Some congregations wish for their wardens to be in the role for more than one year, but it is necessary for the parish to re-elect the wardens every year at the AGM.

Wardens may serve as wardens for up to 6 consecutive years, but then must step down for at least one year. [Canon 7.7 D]

A parish may choose to elect deputy wardens to provide continuity in the office. It cannot be assumed that such deputies will automatically move on to the position of warden, as they must be elected or appointed each year at the AGM.

If a warden resigns during the year or becomes incapacitated, Canon 7.7 provides the process for filling the vacancy.

Duties of Churchwardens

Wardens' duties are the same whether they are a rector's warden or a people's warden. Once elected or appointed, there is no difference between them in role or responsibility. These roles and responsibilities are set out in Regulation R7.7.1. While there is no canonical difference in their roles, parishes may choose to divide operational responsibilities between the wardens. However, these divisions are operational only, and both wardens continue to be responsible for all the work of wardens.

Regulation R7.7.1 sets out the wardens' responsibilities. Generally, they should:

- Maintain and develop their own spiritual life and live out their baptismal covenant.
- Be supportive of parish life by attending congregational events whenever possible.
- Look after the temporal aspects of the parish including all financial matters.
- Be supportive of the incumbent and other staff, ensuring these folks take appropriate time off and maintain work-life balance.

Tasks of wardens as described in Regulation R7.7.1 C:

1. Performance of divine service
2. Set an example of regular attendance, assist and support the incumbent, accommodate parishioners.
3. Supervise all financial matters
4. Incumbent's salary
5. Prepare draft budget
6. Monitor budget
7. Annual financial statements
8. Handover to successors in office
9. Repair and insurance of buildings
10. Join incumbent on use of buildings
11. Routine contracts
12. Review by chancellor of contracts
13. Leases and facilities use agreements over \$10,000
14. Leases and facilities use agreements under \$10,000
15. Management of cemetery
16. Books and records
17. Assist incumbent with statistics report to synod office
18. Care of parish during incumbent's absence
19. Report to bishop death or disability of incumbent
20. Care for rectory during vacancy
21. Assist incumbent in appointment of all lay employees
22. Assist with tax filings

Incumbent and Churchwardens

Canon 3.1 A provides that the Bishop appoints incumbents after consultation with the wardens and parish council. Canon 3.1 D provides that Incumbents, with consent of the Bishop and wardens, may appoint one or more assistant clerics.

The incumbent and wardens are responsible for the leadership of the congregation. The incumbent holds office in a parish at the Bishop's pleasure and is accountable to the Bishop for worship, liturgy, sacraments and the ecclesiastical concerns of the congregation and for its pastoral care. [Canon 3.4 A]

In collaboration with the incumbent, the wardens are responsible for administering and managing the business (temporal) affairs of the congregation. [Regulation R7.7.1] It is expected that wardens become familiar with the canons and use them as an important reference document.

Table A, below, generally sets out the relative roles and responsibilities of the incumbent, the wardens and the parish council.

TABLE A

Item	Incumbent	Incumbent and wardens	Incumbent and Parish council	Wardens, alone	Parish council, alone
Spiritual concerns	X				
Divine services	X				
Keys to church		X			
Christian education	X				
Permitting guilds, groups, etc	X				
Records as prescribed by reg		X			
Buildings and grounds		X			
Ensuring divine services occur				X	
Ensure policies are followed		X			

Item	Incumbent	Incumbent and wardens	Incumbent and Parish council	Wardens, alone	Parish council, alone
Set example by regular attendance			X	X	
Supervision of finances				X	
Creation for approval of budget by Vestry				X (with Treasurer)	
Review budget			X		
Ensure clergy paid				X	
PIR, financials				X	
All bldgs. Kept in repair				X	
Use of bldgs, grnds		X			
Terms of employment of laity					X
Employment of laity		X			
Execute parish contracts				X	
Manage church cemetery		X			
Maintaining records				X	
Annual stats for PIR		X			
Care for parish during holiday or incumbent				X	
Appointment of lay employees		X			
Filings for Income Tax				X	
Assist incumbent and wardens					X

Bishop's Warden

A Bishop's warden also takes on the role and responsibility set out in Canon 7.7 C. This is a very large job when combined with the usual responsibilities of a warden. A Bishop's warden is encouraged to consult the Regional Archdeacon from time to time about appropriate ways to share the load with others.

FINANCES AND RECORDS

Record Keeping By Wardens

The following books or records are to be kept by the wardens on behalf of the parish: [Regulation R7.7.1 C 16]:

- Register book or books of baptisms, confirmations, banns, marriages and burials.
- A register of all services that take place in the church, with the names of the officiating ministers and the offerings received. This register is often called the "Vestry Book".
- Minutes and resolutions of the vestry (congregational) meetings and parish council, including the Annual General Meeting.
- Parish financial accounts.
- An inventory of all church goods and lands.

Parish Finances

Canon 7.6 sets out the authorized signatories on parish bank accounts. Wardens need to keep in mind that as personnel change over time, (new wardens, different parish council members, different treasurers) the signatories on parish bank accounts need to be kept up to date. It is a good practice to review the signatories annually directly after the annual general meeting.

In choosing bank signatories, wardens may only choose those identified in Canon 7.6. And a member of parish council chosen pursuant to Canon 7.6 A 4 must not be a person who is handling the bookkeeping for the parish, so that the person who records a transaction will not be the person signing the cheques.

Canon 7.6 also makes it clear that all funds collected in a parish should be brought into the parish bank account(s). In the past, some parishes have allowed certain organizations or committees within the parish to bring in funds and then to manage them on their own without depositing them into the parish bank accounts. In some parishes in the past, those organizations or committees have also been allowed to determine the use of those funds without the wardens' consent. These practices are not good accounting practices and are not allowed under Canon 7.6 B.

Regulation R7.7.1 C 3 gives to the wardens the full authority to manage all the funds flowing through the parish. This means that unless the wardens choose to delegate that authority in respect of some of the funds, they must consent to any use of parish funds. In practice in many parishes, the wardens will delegate to various committees certain funds, either on an annual spending basis, or for specific expenditures, (for instance, the altar guild may be given authority to spend a certain amount of the annual budget for altar-related expenses when needed throughout the year, or the social committee may be given a specific amount they can spend on a specific event, and so forth).

If the wardens decide to delegate the handling of some funds, it is good practice to record that delegation in writing. If wardens do delegate spending in one of these ways, they are still ultimately responsible for the recording and managing of all parish funds. [Canon 7.6 B.]

Financial Statements for Previous Year

Regulation R8.4.7 requires wardens to present to the synod office by March 15 of each year, among other documents, the parish financial statements for the previous year. While the treasurer may prepare many of the reports called for in this regulation, it is the responsibility of the wardens to provide these reports to the synod office by the due date.

As the parish budget is not approved until the annual general meeting, which is usually held in February, there is a period of time between the end of the fiscal year (December 31) and the date the budget is approved. While there is no specific canon or regulation dealing with this period, Regulation R7.7.1 C 3 gives the wardens the power and responsibility to manage all the finances of the parish. Therefore, until the annual general meeting approves a final budget, wardens during this time may continue to apply the budget of the previous year as if it was a new budget for the new year, (or alternatively may apply the provisional budget for the new year if it has been created but not yet approved at the AGM).

Budget for the Current Year

The budget is a tool to help wardens manage the parish's funds throughout the year. It should be aspirational, but it also should be realistic. It is not helpful for wardens to begin the year with a budget that (for instance) expects an increase in envelope givings of 50% over the previous year just to make the budget "balance" (unless there is sufficient reason to believe that increase is justified).

Regulation R7.6.2 sets out the basic approach to budgeting in a parish. It is the responsibility of the wardens and the treasurer to create the budget. Prior to taking a draft budget to parish council, wardens need to consult the incumbent, if there is one. If there is no incumbent, then they must consult the Canon for Lay-led Parishes and Parishes in Transition. If wardens are unsure who that person is, they should contact the Executive Archdeacon.

Wardens may choose to involve parish council in early discussions (before the draft budget is created), but wardens and treasurer are ultimately responsible to seeing the budget across the finish line. Wardens should pay attention to the process this regulation describes in completing a budget. This includes presenting the draft budget to parish council and later to the annual general meeting of parishioners.

Regulation R7.6.2 D sets out the procedure that may be followed if no approval is achieved within the parish.

There are always unforeseen expenses in a parish- roofs may leak, a boiler may burst, perimeter drains may clog and so forth. Once the budget is in place, any amendment to the budget to deal with those kinds of issues must be with the approval of the incumbent (if there is one in the parish) and the wardens, in consultation with parish council. If the amendment sought would increase the TOTAL expenditures of the parish for the year by more than 10%, wardens need to call a special meeting of the parishioners. [Regulation R7.6.2 E and F]

Carrying Last Year's Budget Forward until the AGM- Regulation R7.6.2 G

In the period between December 31 of any year and the approval of a new budget for the following year, wardens are empowered to continue to apply the budget from the previous year, with the necessary changes to accommodate raises in salaries of clergy and parish employees and service providers, as if that previous budget was a new budget for the new year.

Incumbent's Salary

Toward the end of each calendar year, wardens should meet with the incumbent to discuss the incumbent's salary for the coming year. In most cases, this will be the existing salary with the cost of living increase determined by diocesan council. In the case of a new incumbent, the Bishop and relevant members of synod staff will advise the wardens of an appropriate salary and lead the process of negotiation between the parish and incoming incumbent.

"Supply" Clergy

The term "supply" implies that a parish has need of a priest to cover the **short-term absence** of its incumbent or priest-in-charge. This is appropriate when the incumbent or priest-in-charge is temporarily absent from the parish. This might include being on vacation, being away due to illness or family emergency, or being at a clergy conference or other clergy-related duty.

If a parish has no incumbent, wardens should work with the regional archdeacon to arrange for supply clergy.

This "supply" compensation scale applies only when a parish engages a priest (or priests) for supply for fewer than 6 Sundays in any given calendar year. **Beyond that, it would be appropriate for the wardens of the parish to discuss with the bishop the possible appointment of a priest-in-charge or the appropriate compensation to be paid.**

Compensation for priests offering "Supply":

- For preaching and presiding at one Sunday service: \$350.00 per Sunday
- For preaching and presiding at 2 Sunday services: \$400.00 per Sunday
- For preaching and presiding at 3 Sunday services: \$450.00 per Sunday

In addition, the parish will pay travel expenses at the usual diocesan travel scale. [\[Link\]](#)

Parish Information Returns and Annual Reports

Regulation R7.7.1 C (17) provides that wardens assist the incumbent in preparing and submitting to the synod office the statistics that the synod office requires each year. These forms change from time to time, but the current forms are found on the diocesan website at Parish Resources/Forms/ Parish Information and Financial Forms.

If the wardens have no incumbent, then they fill out these forms themselves. These forms are to be sent to the synod office by March 31st.

Paying Taxes

Pursuant to Regulation R7.7.1 G (22) wardens work with the incumbent and the treasurer to complete, sign and remit in a timely manner all necessary filings under the Income Tax Act. This is especially important so that the parish maintains its registered charitable status. [\[link\]](#)

ANNUAL GENERAL MEETING (VESTRY)

Holding an Annual General Meeting (Annual Vestry)

Canon 7.5 and Regulation R7.5.1 set out the requirements of an annual general meeting or a special meeting of the parishioners.

When giving notice of the upcoming AGM, as required by Regulation R7.5.1 D, the “purpose” stated in the notice can be as simple as **“reviewing the annual budget, and electing wardens, parish council members, and lay delegates to synod.”**

In addition to the required items on the agenda, wardens may wish to include additional issues that will come before the AGM. However, it is **not** required that all motions that may come before the AGM need to be listed in the notice.

Parishes must have their annual general meeting by March 1 of the year (except in leap years, when the last day for an AGM would be February 29). In order to get annual financial statements together, many parishes hold their AGM on the penultimate or last Sunday of February.

Wardens may wish to begin in January (or even earlier) canvassing parishioners for potential candidates for various positions (parish council, new wardens, treasurer). And as the budget is to be presented for approval at the AGM, work on this should be started late in the previous year and completed early in the New Year. As the process of completing a budget may be somewhat iterative, many parishes have found it easier to have a provisional budget completed before the Christmas break.

Regulation R7.5.1 B sets out the minimum agenda for an AGM. Some parishes use the opportunity to have the parishioners discuss other issues that are current and important to them and expand the agenda to accommodate these additional items.

Quorum

Quorum for an AGM is set out in regulation R 7.5.1 G and H. For the purposes of a quorum, the term “electors” in that regulation is defined in the Constitution as meaning all the parishioners. A parishioner is any baptized person who has been in regular attendance at a parish for not less than 3 months. Regular attendance is not defined, but generally means attending services when it is possible to do so. If a parishioner has been ill or away for all or a part of the three months leading up to the AGM, but has been at services earlier in the year, they are to be counted in the quorum.

Chair of AGM

The incumbent, if there is one, is usually the chair of the AGM, but the incumbent may choose to have a warden chair. If there is no incumbent in the parish, a warden will be the chair. (Canon 7.5 C).

CONTRACTS AND LEASES

Contracts, Employees, Independent Contractors

There are a number of people who are paid to perform various tasks in the parish. It is important to use the correct contract to establish the relationship between the worker and the parish.

Is the worker an employee or an independent contractor? The risks in getting this wrong by treating a person as an independent contract rather than an employee are serious.

In an employer-employee relationship the employer is responsible for deducting Canada Pension Plan contributions, Employment Insurance premiums and income tax from the employee’s pay. Employers must also remit these deductions along with the employer’s share of Canada Pension Plan contributions and Employment Insurance premiums to Canada Revenue Agency. If the worker is hired as an employee, the payroll department at the synod office takes care of all these responsibilities.

If a worker is actually considered by Canada Revenue Agency to be an employee but is paid as an independent contractor, the parish is liable to pay both the employer’s and the employee’s share of the contributions and premiums mentioned above, plus penalties and interest.

If the worker is truly an independent contractor, they are responsible for their own taxes and contributions.

Canada Revenue Agency provides guidance on the status of a worker as either an employee or a self-employed independent contractor. Following this guidance will address the serious consequences of getting it wrong. These are relevant factors:

Control

Generally, in an employer-employee relationship, the employer controls the way the work is done and the work methods used. The employer exercises control if it has the right to hire or fire, determines the wage or salary to be paid, and decides on the **time, place and manner** in which the work is to be done.

Independent contractors work independently as the Parish does not exercise control over their activities. The worker can decide how the work will be performed.

Ownership of Tools and Equipment

In an employer-employee relationship, the employer generally supplies the equipment and tools required by the employee. In addition, the employer covers the cost of repairs, insurance, transportation, rental and operation. Independent contractors generally supply their own equipment and tools, and cover costs related to their use.

Risk of Loss

Generally, in an employer-employee relationship, the employer alone assumes the risk of loss. The employer also generally covers operating costs, including office expenses, wages and benefits, insurance premiums and delivery and shipping costs. The employee does not assume any financial risk and is entitled to his/her full salary or wages regardless of the financial health of the employer. Independent contractors cover their operating costs.

It is important to use the correct standard form for each person who provides services to the parish:

- Employment Contract for employees. Please note that employees may be full time, or they may be part-time. Both can use the standard form. Be sure to use the correct schedule for benefits: there is one for full time and one for part-time. [\[Link\]](#)
- Contract for Services for independent contractors [\[Link\]](#)

Wardens should contact the Chancellor if they are not sure which form to use.

Examples of employees:

Music Director Organist Choirmaster	<ul style="list-style-type: none">• They have set hours of work, usually one evening for choir practice, and one Sunday morning worship service.• Their primary place of work is at the church,• They use the organ which belongs to the church.• They are covered by church’s insurance.
Parish Administrator	<ul style="list-style-type: none">• They work on church premises.• They have set hours of work.• They have set duties and responsibilities, which may include answering the office phone, responding to emails, dealing with correspondence, assisting the incumbent or wardens with administrative tasks.• They are covered by church’s insurance.

Examples of independent contractors:

Gardener	<ul style="list-style-type: none">• Sets their own schedule• Provides their own tools and equipment• Bill for services rendered• Responsible for paying their own taxes, Canada Pension Plan contributions etc.• Carries their own insurance
Bookkeeper	<ul style="list-style-type: none">• Can work offsite• Sets their own hours• Bills for services rendered• Responsible for paying their own taxes, Canada Pension Plan contributions etc.• Carries their own insurance.

Contracting and Management of Employees and Service Providers in the Parish

Wardens, with the incumbents, are responsible for the contracting and management of lay employees and service providers.

Regulation R7.8.1 A provides that all lay employees of the parish are appointed by the incumbent and wardens, acting together. The terms of employment of all lay employees are set by parish council. If there is no incumbent, lay employees shall be appointed by wardens and the regional archdeacon.

The process for completing a contract with a parish employee is set out in the diocesan website at [\[link\]](#). It is important to use the forms provided both the one to commence the process and the documents you receive from the synod payroll office.

Wardens are also responsible for entering into contracts with independent contractors (service providers). Prior to signing them, employment contracts must first be approved by the Chancellor. Regulation 7.8.1 E. Employment contracts shall be in the approved form and following the process set out on the diocesan website. [\[link\]](#)

Leases and Facility Use Agreements

Pursuant to Regulation R7.7.1 C (13) and (14), wardens execute leases and facility use agreements, having obtained the approval of parish council and the Chancellor, (and in the case of agreements lasting longer than 1 year or rental greater than \$10,000.00 in total, the approval of diocesan council). The process for creating and seeking approval is set out in policy on the diocesan website at [\[Link\]](#).

The difference between a lease and a facility use agreement is that leases are for the exclusive use of a particular space for the term of the lease while facility use agreements are for the use of a space for a particular time during the week, with the understanding that the user must vacate the space other than the specified time(s), for other uses during the week. An example of a lease might be the rental to a preschool of a space that they may decorate as they wish and no one else has access to the space (other than landlord's rights to inspect, etc.). An example of a facility use agreement might be the use of the sanctuary and the piano by a community choir for two hours a week on a Wednesday evening.

PARISH PROFILE

Parish Profile

When a parish is between incumbents, the Bishop and Bishop's staff will work with the parish to move forward. One step may be to create a parish profile.

Once the parish profile has been drafted, it is sent to the synod office for review and comments. When it is finalized, the position is posted by the synod office. As any posting of a position in the diocese is a reflection of the diocese as well as the parish, in the end, the final decision about the form and style of the profile requires a consensus of the synod office and the parish.

INSURANCE

Regulation R7.7.1 C (9) provides that wardens are required to ensure that buildings are insured properly. Regulation R7.5.3 D (2) provides that treasurers assist the wardens in (among other things) making certain that the insurance is kept up to date and paid.

There are a number of types of coverage to which parishes have access – all of which are organized and paid by the synod office and most of which are paid by the parish.

Each year the synod office arranges and pays for accidental death and/or dismemberment coverage for volunteers as well as an ICBC Special Excess Third Party Liability Policy that increases employee (including clergy) and volunteer vehicle liability to \$2,000,000 while conducting parish or diocesan business. Parishes need not do anything to continue these coverages.

Parishes also require a comprehensive insurance policy which includes property (buildings and contents), Commercial General Liability, PSA (misconduct), Boiler and Machinery Coverage (where a boiler and/or elevator is in place), Crime, and Directors and Officers

insurance. One element of the insurance that is not a mandatory item to be covered is earthquake insurance.

In October of each year in preparation for the December 31st expiry date, the synod office sends out to incumbents, wardens and treasurers a reminder of the upcoming insurance renewal. This annual email will ask the parish to 1.) review the current insured values of both insured buildings and contents, and 2.) if the parish wishes to request the removal/ or continue the removal of the earthquake insurance coverage, to please advise the synod office. The Operations Committee will decide whether the request is approved, and the parish will be advised of the final decision. Earthquake coverage will automatically continue/be returned for any parish that does not advise the synod office by the email's mentioned deadline.

When parish wardens are reviewing the current building values stated in their insurance declarations, it is suggested that wardens research and apply the current cost per square foot for contractors in your region to replace the structure in the event of a full loss when calculating building replacement values. For contents coverage (anything not nailed, screwed down or part of the building), estimate what it would cost to replace the parish contents and whether the current coverage is adequate. If a change is necessary to either the building or contents values, contact the synod office as we will notify the broker. Please note, that it may take some months for a printed endorsement and invoice to be received.

Early in the new year, once the synod office has received the new declaration pages from the broker, a final email will be sent to the incumbents, wardens and treasurers with the parish specific declarations, invoice and renewal letter, which will include helpful updates regarding the diocesan insurance program including any changes to the operations on the parish premises (ex. cold weather shelters). Treasurers will

need to review the invoice for either the monthly debit amount and schedule (if already participating), or the date of the one-time debit for premium owed conducted by the synod office; do not send payment for this invoice unless instructed.

Finally, incumbents, wardens and treasurers should keep in mind that outside parties- (eg. renters, users of space, those parking on church property other than for church events) need to not only have their own insurance but must give the parish proper evidence of that insurance.

For further information, please contact the synod office insurance department.

GENERAL ISSUES

Diocesan Council Standing Committees

Diocesan council meets five times a year, with the possibility of additional meetings when the Bishop feels there is a special need for one. If a parish wishes to have a matter brought before diocesan council, wardens may wish to check with the synod office about the date of the next diocesan council meeting and plan to have materials submitted to the synod office for inclusion in the agenda. These materials need to be in the synod office at least two full weeks before the next diocesan council meeting. If the matter involves expenditure, the matter may require prior approval of the Finance Committee (see below).

There are four standing committees of diocesan council: Canons Committee, Operations Committee, Finance Committee, and Asset Management Committee. [Regulation R5.1.8]

If a parish wishes to make representations to the Canons Committee for a proposed change in a canon or a regulation, they may send a written suggestion to the Chancellor for consideration of the canons committee.

If a parish wishes diocesan council to deal with a parish matter requiring a decision prior to the next scheduled diocesan council meeting, the Operations Committee may consider it. Wardens requesting a decision of the Operations Committee may send to the Executive Archdeacon a request together with whatever background information would assist Operations Committee in making the desired decision. Wardens should ask the synod office when the next Operations Committee meeting will be held. [Regulation R5.1.8 A 2].

If a parish wishes diocesan council to make a decision involving expenditures, they must first receive approval of the Finance Committee. [Canon 8.3 and Regulation R8.3.1]. After Finance Committee approves the proposed expenditure, if the expenditure is greater than \$100,000 it must then be approved by diocesan council, (Operations Committee may not handle matters greater than \$100,000). Wardens will want to plan ahead in order to meet the timelines of Finance Committee and diocesan council.

Policies

Wardens will find it useful to pay attention to the operational policies on the diocese website at [\[Link\]](#). These policies will be kept up to date and additional policies will be added from time to time. Operational policies cover a wide range of information relevant to the management of parishes, such as guidelines for interviewing clergy, parking on church property, travel reimbursement, applying for parish grants, creating a parish profile, and so forth.

Ensuring Performance of Divine Service

Regulation R7.7.1 provides that wardens are to ensure that divine services are regularly and decently performed by persons who have been licenced or who hold a permission to officiate (PTO). In the ordinary course this requires little from the wardens. However, if the parish has no incumbent, wardens need to organize supply priests or lay persons with a PTO. If wardens are not sure whether a person has a licence or PTO, or if they are finding it difficult to find an appropriate person to take services, they may contact their regional archdeacon or the executive archdeacon to confirm this.

Visiting Clergy Preaching or Laity Speaking

Where a parish has no incumbent and the wardens wishes to invite someone to preach at their service (other than a person who holds a license or permission to officiate from the Bishop) the wardens should inform their regional archdeacon and the executive archdeacon prior to extending the invitation. A simple email will suffice setting out the person's name, a sentence or two about that proposed preacher's background and the date that they will be preaching. If there are further questions the regional archdeacon or the executive archdeacon wish to ask, that follow-up may occur. It is important that the preacher be a good fit for the congregation and preach within the wide breadth of Anglican theology.

No Liability of Wardens

Appointment or election as warden does not imply the assumption of any personal liability in the due performance of the duties of wardens as such. As long as a warden acts reasonably, they will not be liable for loss or damage that may occur. If a warden is concerned that some action they may take could be considered "unreasonable" they may consult with their Regional Archdeacon or the Executive Archdeacon. If they follow the advice they receive, they will not have any liability.

Treasurers' Handbook

Introduction

This handbook outlines the role of the treasurer in a congregation in the Anglican Diocese of British Columbia. It is not a substitute for the canons of the diocese but intends to help treasurers navigate their role as set out in the canons and regulations.

A parish treasurer is appointed by the incumbent and wardens with the consent of parish council. (Regulation R 7.5.3 A) This appointment is usually reported at the annual general meeting. The appointment continues at the will of the wardens and incumbent. The parish treasurer reports to the wardens who are ultimately responsible for all financial aspects of the parish.

Together, the incumbent, wardens and the treasurer form the group of dedicated people who provide the core leadership for the local "vestry" or congregation.

Section 1	Duties of the Treasurer
Section 2	Handling Funds
Section 3	Bookkeeping
Section 4	Consolidated Trust Fund (CTF)
Section 5	Insurance
Section 6	Reporting
Section 7	Canada Revenue Agency
Section 8	Records Retention

Section 1 Duties of the Treasurer

The duties of the treasurer are set out in Regulation R7.5.3 D:

1. to ensure that all monies received by the parish are accounted for, recorded and deposited into a recognized financial institution in a safe and timely manner.

- Treasurers should familiarize themselves with the collections handling policy [<https://bc.anglican.ca/resources/policies>] and the signing authority policy [link to come] on the diocesan website.
- See below for further information about signing authority.

2. to assist the churchwardens in seeing that all parish financial obligations (clergy salary and benefits, staff salaries, benefits, bills, taxes, insurance, assessment, etc.) are paid in a timely manner.

3. to control or prepare and maintain accounting records of the financial activities of the parish.

4. to ensure that the incumbent, churchwardens and parish council are kept aware of the parish's financial condition and to present regular, accurate, comparative financial statements to them.

5. to assist the churchwardens in the development of an annual budget for the parish.

- Treasurers and wardens work together pursuant to the process set out in Regulation R 7.6.2 [<https://bc.anglican.ca/resources/canons-and-regulations>]
- The budget is most helpful to parishioners and parish council if it compares the current figures with the previous years' figures.

6. to attend all council, regional and other meetings as required by the incumbent or churchwardens.

7. to ensure that all of the parish financial information is available for audit, review or examination and be prepared to answer any questions relating to it.

8. to pass all records on to the successor parish treasurer in a neat and tidy condition and timely manner.

Section 2 Handling Funds

Generally, it is recommended that all funds are handled in a "dual control environment". This includes counting of offerings from worship services, recording of transactions and disbursement of funds. A dual control environment would include at least two people (who are not related) involved in all these situations. The treasurer could be accompanied by a warden, member of parish council or another appropriate individual. The diocese has developed a policy setting out how collections must be handled. Treasurers should make themselves familiar with this policy.

Banking

Parishes should establish an account (or accounts) with a chartered bank or accredited credit union. The account must require two signatures authorizing any withdrawal from the account. Some parishes may have multiple accounts.

All parish accounts must be included in the annual report to the parish. (Canon 7.6 B) The exception to "all parish accounts" is the incumbent's discretionary fund which is typically under the incumbent's sole control. The incumbent's discretionary fund is not a replacement for any of the parish's operating accounts.

Signing Authority

Canon 7.6 provides that a parish shall have specific people authorized to sign cheques and deal with the parish financial accounts. These include the treasurer, the incumbent, the wardens, and any member of parish council who is authorized by parish council to be a signatory.

The treasurer should ensure that the parish bank records are kept current on who is and who is not authorized to sign cheques. After the Annual General Meeting each year the treasurer should consider whether the signing authorities need to be updated.

To avoid any inappropriate expenditures or appearance of inappropriate expenditures, no one should have the authority to incur, on their own, expenses for the parish – other than day-to-day expenses that have been previously approved by the wardens or parish council or included in the approved parish budget.

It is considered inappropriate to authorize payments which benefit the signer or a signer's family member or their related interest.

Method of Payment

In most cases, the most appropriate method of payment for parish expenses is by cheque bearing the signature of two persons having signing authority. Prior to signing, persons signing cheques should check the invoice or other supporting documentation. Parishes should have a manual cheque stub that would be retained by the parish. These types of cheques and cheque stubs may be ordered from most printers or through the parish's financial institution.

Some parishes may use electronic payment services. This is acceptable if the authorization of payments follows a similar, required review of supporting documentation and authorization by two persons designated as signers. Parishes using e-payment services should ensure that users receive training, appropriate limits are established, and transactions are regularly reviewed.

Payment by cash for all but the smallest transactions (petty cash) should be avoided. If petty cash is used, it must be recorded, and the treasurer must reconcile the petty cash on a regular basis.

Section 3 Bookkeeping

While not required, it is recommended that each parish use the services of a bookkeeper. Depending on the size and complexity of the parish, the bookkeeper could be engaged on a monthly, quarterly or annual basis.

Again, while not required, it is recommended that an online software program such as QuickBooks be used for all the parish's financial transactions. The cost of one of these programs is not high and makes the recordkeeping reliable and much easier.

Section 4 Consolidated Trust Fund (CTF)

"The CTF consists of financial assets entrusted to the diocese for long-term investment." (Canon 8.6 A)
The CTF is managed by an investment advisory firm. The Diocesan Investment Committee monitors, advises and reports to the Finance Committee on the management of the CTF. (Regulation 8.6.1)

"Unless exempted by Diocesan Council, all property received in trust by a congregation or parish is required to be remitted to the diocese for administration and investment in the CTF." (Canon 8.6 B)
"Parishes receiving large amounts which are not trusts and which are not required for operations or specific, short-term projects, are encouraged to remit the funds to the diocese to be invested in the CTF." (Canon 8.6 D) Since the CTF is not intended to hold short-term surplus cash, it is recommended that the "large amounts" referenced in the Canon be limited to a minimum amount of \$5,000. Parishes wishing to open a CTF account should contact the Diocese's Finance Officer for further direction.

The CTF pays dividends to unitholders quarterly. The amount of the quarterly dividend is determined by the Investment Committee during the last few months of the year so that parishes may prepare budgets with expected income from CTF holdings.

Requirements and timeframes for withdrawals from the CTF are described in Regulation R8.6.2.

Section 5 Insurance

Regulation R7.7.1 C (9) provides that wardens are required to ensure that buildings are insured properly. Regulation R7.5.3 D (2) provides that treasurers assist the wardens in (among other things) making certain that the insurance is kept up to date and paid.

There are a number of types of coverage to which parishes have access - all of which are organized and paid by the synod office and most of which are reimbursed to the synod by the parish.

Each year the synod office arranges and pays for accidental death and/or dismemberment coverage for volunteers as well as an ICBC Special Excess Third Party Liability Policy that increases employee (including clergy) and volunteer vehicle liability to \$2,000,000 while conducting parish or diocesan business. Parishes need not do anything to continue these coverages.

Parishes also require a comprehensive insurance policy which includes property (buildings and contents), Commercial General Liability, PSA (misconduct), Boiler and Machinery Coverage (where a boiler and/or elevator is in place), Crime, and Directors and Officers insurance. One element of the insurance that is not a mandatory item to be covered is earthquake insurance.

In October of each year in preparation for the December 31st expiry date, the synod office sends out to incumbents, wardens and treasurers a reminder of the upcoming insurance renewal. This annual email will ask the parish to 1.) review the current insured values of both insured buildings and contents, and 2.) if the parish wishes to request the removal/ or continue the removal of the earthquake insurance coverage, to please advise the synod office. The Operations Committee will decide whether the request is approved, and the parish will be advised of the final decision. Earthquake coverage will automatically continue/be returned for any parish that does not advise the synod office by the email's mentioned deadline.

When parish wardens are reviewing the current building values stated in their insurance declarations, it is suggested that wardens research and apply the current cost per square foot for contractors in your region to replace the structure in the event of a full loss when calculating building replacement values. For contents coverage (anything not nailed, screwed down or part of the building), estimate what it would cost to replace the parish contents and whether the current coverage is adequate. If a change is necessary to either the building or contents values, contact the synod office as its staff will notify the broker. Please note, that it may take some months for a printed endorsement and invoice to be received.

Early in the new year, once the synod office has received the new declaration pages from the broker, a final email will be sent to the incumbents, wardens and treasurers with the parish specific declarations, invoice and renewal letter, which will include helpful updates regarding the diocesan insurance program including any changes to the operations on the parish premises (ex. cold weather shelters). Treasurers will need to review the invoice for either the monthly debit amount and schedule (if already participating), or the date of the one-time debit for premium owed conducted by the synod office; do not sent payment for this invoice unless instructed.

Finally, incumbents, wardens and treasurers should keep in mind that outside parties- (eg. renters, users of space, those parking on church property other than for church events) need to not only have their own insurance but must give the parish proper evidence of that insurance.

For further information, please contact the synod office insurance department.

Section 6 Reporting

A. Reports to the Parish

Pursuant to Regulation R7.5.3 D (4), the treasurer is responsible to keep the wardens and parish council informed of the financial information of the parish in a timely manner by providing "regular, accurate, comparative financial statements". In some parishes the wardens and parish council ask for monthly statements, and in other parishes financials are only requested quarterly. "Financial statements" includes at least an income and expense statement and a balance sheet, showing how the current year's information compares with the previous year. It is helpful to include a comparison of actual expenses to the approved budget.

B. Reports to the Parish and Synod Office: Trusts

Trusts, including all bequests and externally restricted funds, require careful handling. There is legal risk if such funds are not handled appropriately. This gives rise to the requirement that funds received in trust be handled in the CTF. (See Canon 8.6 B) Parishes can apply to Diocesan Council for exemption from this requirement for a specific trust fund or group of funds. Exemption may be advisable if the trust fund or funds are not expected to be held for the long-term.

If a parish trust fund or group of funds are exempted, a simple annual report must be made both to the parish and Diocesan Finance Committee. The report is due by April each year, and it must include:

- opening balance
- earnings
- expenditures
- closing balance
- meetings held

(See Regulation 8.4.7 A (6)) **Often annual reports made for a parish vestry include all of this information.** Reports provide transparency and accountability.

If treasurers have questions about trusts, including bequests and other externally restricted funds, exemptions, or reporting requirements, please contact the Synod office.

C. Reports to the Synod Office: The PFR

At year end, the treasurer works with the wardens to complete and deliver to the synod office the year end reporting documents required by the synod office. These documents sometimes change in format and information requested, so it is necessary to check the diocesan website for the most up to date forms. [<https://bc.anglican.ca/resources/parish-forms-and-applications/pages/parish-information-and-financial-forms>]

The PRF includes the details required to be reported to the synod office and forms the basis of the calculation of apportionment for the coming year. The PFR must be received by the synod office no later than March 31st of each year.

Section 7 Canada Revenue Agency

A. Receipts for Income Tax

The original tax receipt for donations (collection envelope funds and donations for other gifts to the parish) must be sent to the donor and a duplicate kept on file for possible audit purposes. It is important that the total amount for which receipts are issued agrees with the total recorded in the parish records and financial statements. Duplicates should be kept for seven years.

Canada Revenue Agency on its website indicates the information required on each donation receipt.

Many parishes use special receipts printed and serially numbered, with duplicates that would be kept by the parish. If a duplicate pad for receipts is not used, a parish may make up its own receipts. These need to be uniquely numbered and when filled out, copied for parish records. The numbering system should indicate the year and the number of the receipt. It is acceptable to use a rubber stamp bearing the name and address of the parish and the words "Official Receipt for Income Tax Purposes, Registration Number..."

Whatever type of receipt is used, it must include all information required by the CRA. (Charity name and address and charity business number, date, unique number, tax year, donor name and address, amount given, and authorized signature) Requirements vary if a benefit was received, for example a meal. The CRA web site includes sample official donation receipts for cash gifts with and without advantage. If questions arise, please contact the Synod office or your parish tax professional.

What Gift Qualifies for a Donation Receipt

A donation that qualifies for a tax is one that is a voluntary transfer of property for which the donor receives or expects nothing in return. Cash gifts include cash, cheques, e-transfers and other negotiable instruments. A contribution of services (time and skills) DOES NOT qualify as a gift for which a tax receipt may be issued.

A donation of time and/or skills to a parish **does not qualify** for a tax deduction, and therefore no tax receipt should be offered by the parish. However, if the donor wishes to offer their time and/or skills for a reasonable price, and an invoice is produced and paid by the parish, the donor may wish to donate a similar amount to the parish (by way of cash, cheque, or money transfer). In that case, a tax receipt may be given for the donation of the funds. The donation must be recorded.

B. Filing requirements

Parishes are responsible for filing a T3010 for their parish each year. It is important to check the CRA website to access the latest form. A copy of the T3010 should be sent to the synod office. It is also suggested that parishes file for a GST rebate (Public Service Bodies Rebate).

C. Gift Acceptance Policy

The diocese has developed a gift acceptance policy that sets out what constitutes a gift, and the process that needs to be followed by the parish for various types of gifts (cash, securities, land, chattels, annuities, etc.). [<https://bc.anglican.ca/giving/giving-acceptance-policy>]

Section 8 Records Retention

Final parish annual financial statements should be retained indefinitely.

Books, records, and related vouchers and cheque stubs should be retained for seven years from the date the record is created.

There is no requirement that parishes retain collection envelopes. However, it is prudent to maintain collection envelopes for at least 1 year past the year in which they have been used so that parishioners may access them if necessary for income tax issues that may arise in the year after the deductions have been taken.

GIFT ACCEPTANCE POLICY

The diocese encourages and solicits gifts of cash, real and personal property, either as outright gifts or through such planned giving vehicles as are permitted by Canada Revenue Agency and federal and provincial legislation.

"Planned giving" is the process by which a donor can arrange a gift to a charity for either its future or current needs. The emphasis is on planning and is focused on meeting the needs and objectives of the donor as well as the recipient. This may include a combination of financial, estate and tax planning.

These considerations apply to gifts made during the lifetime of the donor as well as in planning for the distribution of assets on the death of the donor.

RESPONSIBILITY TO THE DONOR

1. While the primary interest in planned giving is to seek donations to the diocese, its parishes and related organizations in fulfilling their mandate to proclaim the Gospel, there is an ethical responsibility to the donor that is equally important.

Accordingly, all parties to any discussion or other matters related to Planned Giving must adhere to these policies.

A. CONFLICT OF INTEREST

1. The interest and well-being of the donor must take priority. If a real or potential conflict of interest exists, those acting on behalf of the diocese must declare the conflict.
2. A conflict of interest is deemed to occur when individuals who present themselves as representatives of the diocese or a parish stand to profit from either the gift itself or from the giving of advice regarding the gift.
3. If an outside firm is paid by the diocese or a parish to give advice to a potential donor, there will also be a conflict of interest that must be declared.

B. LEGAL AND OTHER PROFESSIONAL COUNSEL

1. As each donor's personal situation may vary, all donors must be advised to seek and obtain appropriate professional advice (outside the church) about their potential gift. This advice may include advice from a lawyer, an accountant, a financial planner, some other professional, or some combination of these.
2. The diocese's legal counsel, whether a chancellor, vice chancellor or an outside counsel paid for by the diocese may not give advice to the donor.

C. ETHICS OF GIFTS TO INDIVIDUALS

1. If a donor wishes to offer a gift of a value in excess of \$25.00 (during the donor's lifetime, or as a part of an estate) to a member of the clergy in the diocese, or to a paid staff member of the diocese or of a parish, before accepting such a gift, the potential recipient must advise the executive archdeacon of the gift. The archdeacon will either approve the gift or seek the consideration of the gift by diocesan council, whose decision whether the gift is acceptable shall be final.

D. FINDER'S FEES

1. Gifts of cash or in-kind that are brought into the diocese or to a parish will be considered a part of that donor's philanthropic support for the diocese and no finder's fees may be paid in respect of the gift.

ACCEPTANCE OF GIFTS

1. No conditional gift may be accepted by the diocese or by a parish unless first approved by the Finance Officer.
2. The Finance Officer may consult with diocesan council prior to making a decision regarding a proposed gift.
3. If the gift requires to be appraised in order to provide an appropriate receipt to the donor or to the estate of the donor, that evaluation must be completed to the satisfaction of the Finance Officer prior to the gift being accepted.
4. If the gift imposes a financial obligation on the diocese or a parish, the gift must be approved by diocesan council.

INVESTMENT OF GIFTS

1. All financial assets received by the diocese or a parish shall be invested in accordance with the diocesan investment policies.

TYPES OF GIFTS

A. BEQUESTS BY WILL

1. The diocese encourages individuals to include a bequest to the diocese in their will.
2. For individuals who have made adequate provision for their heirs, the diocese encourages testators and testatrices to name the diocese as one of the residual beneficiaries, or alternatively, to name the diocese as a specific beneficiary.

B. PUBLICLY TRADED SECURITIES

1. Any time a donor wishes to donate publicly traded securities the Finance Officer should be notified. The intended donor will be provided with the appropriate form which should be completed and returned to the donor's broker.
2. On receipt of publicly traded securities, a receipt will be issued to the donor (or the donor's estate) based on the closing value of the securities on the day the transfer was made. A tax receipt will be provided to the donor or the donor's estate in this amount.
3. Once received, the diocese will advise its broker to sell or hold the shares, depending on the decision of the Finance Officer, having received advice of the diocese's broker.
4. Once sold, the proceeds of the sale will be directed to the parish or organization designated by the donor.

C. GIFTS OF LIFE INSURANCE

1. The diocese will accept gifts of new or paid-up life insurance policies. It discourages gifts of insurance policies from donors who are less than the age of fifty.
2. If a gift of a life insurance policy is irrevocably assigned to the diocese, a receipt for the net cash value, if any, will be issued to the donor. As premiums come due and are paid, receipts for the amounts of the payments will also be issued at the end of the diocese fiscal year.
3. The diocese may be named as a beneficiary of any life insurance policy and will issue a tax receipt to the estate of the donor upon receiving the portion of the death benefits.

D. CHARITABLE REMAINDER TRUSTS

1. The Finance Officer may consider for approval a trust in which the diocese is irrevocably named as beneficiary. Such trusts, if approved, must be professionally managed with all the management costs being the responsibility of the income beneficiary.
2. Lifetime income will be provided to the donor or the donor's nominee and on the expiration of the trust, the diocese will receive the principal and interest remaining in the trust.

E. GIFTS OF RESIDUAL INTEREST

1. Diocesan council may consider for approval gifts of residual interest. In such an arrangement, the donor makes a gift (usually artwork or real estate) and will retain the right to keep the gift in their possession for a specified term or for their life, after which the gift is passed to the diocese.
2. Before diocesan council approves such a gift, the terms of maintenance and insurance of the gift during the term of possession by the donor must be settled. Any such costs of maintaining the integrity of the gift are the donor's.
3. This type of gift requires that the property be irrevocably transferred to the diocese. The donor is then entitled to a charitable receipt for the discounted or present value of the residual interest owned by the diocese.

F. CHARITABLE GIFT ANNUITIES

1. A gift annuity combines the donor's gift to the diocese with an annuity that the diocese purchases on behalf of the donor using a portion of the gift. Guaranteed payments continue throughout the donor's lifetime, or the term of the policy, unaffected by changes in the economy or interest rates. If the donor wishes, the annuity can be written to cover both the donor and the donor's spouse through both of their lives.
2. The exact amount of the annuity payments depends on the donor(s) age(s), the size of the contribution and the annuity rates in effect at the time of the gift. In some cases, depending on the age of the donor, the annuity payments may be tax free and a charitable tax receipt may be appropriate.
3. The amount of the gift that is not required to purchase the annuity (if any) can be used by the diocese as the donor directs, or the donor may leave that decision up to the diocese.

G. INTEREST-FREE LOANS

1. Loans to the diocese or to a parish by a parishioner may only be accepted with the approval of diocesan council in consultation with the Treasurer. The diocese cannot provide a charitable tax receipt for the loan or for any interest earned by the diocese on the loan.
2. Interest-free loans might be approved by diocesan council as interim financing while longer-term financing is being put in place for capital projects.

H. GIFTS OF REAL PROPERTY

1. Gifts of real property will only be accepted by the diocese, or by a parish, with diocesan council approval. Any gift of real property must be a gift of the property free and clear of financial encumbrances.
2. If approved, the valuation of the gift of real property will be made by a qualified real estate appraiser, made at the time of the gift and based on the existing use and zoning of the real property. A charitable tax receipt will be offered at the appraised value.



March 27, 2025

Memo to: Diocesan Council

From: Brendon Neilson, Executive Director

RE: Recommendation to DC for allocation from property redevelopment fund

Background:

The Asset Management Committee met on March 6, 2025 and discussed the memo titled "Asset Management Scope Update" (also in the DC dropbox). This memo summarizes the work to date we have done with Wiser and proposes a reduced scope of work for this year and a retainer rate of \$2,500 / month (compared to \$4,000/ month over the last 2 years).

The following motion of recommendation was made:

Moved: Helen Love

Seconded: Rob Hosie

That the Asset Management Committee recommend to Diocesan Council that approve up to \$27,500 from the Property Redevelopment Fund to cover the asset management contract with Wiser Projects under the management of the Executive Director.

ST210005

STANDARD CHARGE TERMS

Filed By: British Columbia Hydro and Power Authority and TELUS Communications Inc.

BACKGROUND:

- A. Each of BC Hydro and TELUS wish to obtain from the Owner a statutory right of way for certain rights on, under, over and across the Land.
- B. The Owner has agreed to grant to each of BC Hydro and TELUS a statutory right of way in respect of the Land.
- C. A statutory right of way is necessary for the operation and maintenance of the undertakings of BC Hydro and TELUS.

AGREEMENTS:

In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

INTERPRETATION

1.1 In this Agreement:

“Agreement” means the General Instrument Part 1 and these Standard Charge Terms;

“BC Hydro” means British Columbia Hydro and Power Authority and all Persons authorized by BC Hydro for the purposes of this Agreement;

“Contaminants” means substances, wastes or other materials present in the soil, sediment, water or groundwater of the Land, which are prohibited, controlled or regulated under applicable environmental laws, and which are present in quantities or concentrations exceeding the risk based or numerical criteria, standards or conditions prescribed under any applicable environmental law, regulation or order of any authority having jurisdiction;

“Crops” means cultivated plants intended for sale or personal use, and ornamental trees and shrubs;

“General Instrument Part 1” means Part 1 of the General Instrument, as amended or replaced from time to time, pursuant to the *Land Title Act* of British Columbia;

“Land” means the land described in Item 2 of the General Instrument Part 1;

“Merchantable Timber” means trees that have attained sufficient size, quality and volume to make them suitable for harvesting and which are deemed to be commercially valuable at the time of cutting in the particular circumstances;

“Owner” means the Person named as the registered owner in fee simple on the indefeasible title to the Land;

“Person” means any association, society, corporation, individual, joint stock company, joint venture, partnership, trust, unincorporated organization, or any federal, provincial, regional, municipal, or other government or authorized agency, department, or ministry thereof;

“Right of Way Area” means the Right of Way Area defined in the General Instrument Part 1 provided that if the General Instrument Part 1 contains no such definition, then it will mean that portion of the Land located within 6 metres of either side of the centre of the alignment of the Works;

“TELUS” means TELUS Communications Inc. and all Persons authorized by TELUS for the purposes of this Agreement;

“Underground Civil Works” means civil infrastructure associated with the underground distribution of electricity by BC Hydro and telecommunications and data transmission by TELUS, including all vaults and lids (including manholes, chambers and boxes), cabinets, transformer pads, ducts, conduits and any associated protective installations; and

“Works” means:

- (a) poles, guy wires, anchors, push braces and other pole support structures, crossarms, attachments and pole-mounted equipment, above-ground, pad-mounted or underground transformers, overhead or underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of communications, all as relating to the rights and responsibilities of BC Hydro in connection with BC Hydro’s electrical distribution system; and
- (b) poles, guy wires, anchors, push braces and other pole support structures, crossarms, attachments and pole-mounted equipment, above-ground, pad-mounted or underground transformers, fibre optic cables, overhead or underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purpose of telecommunications and data transmission, all as relating to the rights and responsibilities of TELUS in connection with TELUS’s telecommunication and data transmission system.

- 1.2 This Agreement will be governed by, construed and enforced in accordance with the applicable laws in force in British Columbia and Canada.

- 1.3 Words in one gender include all genders, and words in the singular include the plural and *vice versa*. Statutory references include a reference to any amendments (including replacement legislation).
- 1.4 The word “including” when following any general statement, term or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term or matter.

GRANT OF STATUTORY RIGHT OF WAY

- 2.1 The Owner grants separately to each of BC Hydro and TELUS, forever, the right and statutory right of way to:
- (a) excavate for, construct, install, replace, upgrade, operate, maintain, remove and repair the Works on, under, through, over and across the Land;
 - (b) clear the Right of Way Area, and to keep it cleared (including pruning and removal) of any trees or growth;
 - (c) clear the Right of Way Area and to keep it cleared of all or any part of any obstruction, structure, building, improvement or other matter which, in the reasonable opinion of BC Hydro or TELUS might:
 - (i) interfere with the exercise of its rights; or
 - (ii) create or increase any danger or hazard to the Works or to Persons or property in relation to the Works;
 - (d) enter, work, pass and repass through, on and along the Right of Way Area;
 - (e) have reasonable unobstructed access through, on and over the Land to and from the Right of Way Area for all purposes relating to this Agreement;
 - (f) install lines for service connections, as required for transmitting and distributing electricity, and for telecommunication and data transmission purposes, on, under, through, over and across the Land outside the Right of Way Area to buildings and structures on the Land or on immediately adjacent lands or public road;
 - (g) prune and remove trees or growth on the Land that, in the reasonable opinion of BC Hydro or TELUS, might create or increase any danger or hazard to the Works or to Persons or property in relation to the Works;
 - (h) have exclusive use and occupation of the Underground Civil Works on the Land used or installed for use by BC Hydro or TELUS, respectively, whether the property of the Owner, BC Hydro or TELUS;
 - (i) conduct investigative studies and related work within the Right of Way Area to ensure compliance with applicable legislative and regulatory requirements in relation to the purposes permitted in this Agreement; and
 - (j) do all things necessary or incidental to the undertakings of BC Hydro or TELUS in connection with the above.

COVENANTS OF BC HYDRO AND TELUS

3.1 BC Hydro covenants with the Owner, to the extent that BC Hydro in the exercise of its rights under this Agreement:

- (a) damages the Land outside of the Right of Way Area; or
- (b) damages, cuts or removes:
 - (i) any Crops, Merchantable Timber, structures, buildings or improvements, which are owned by the Owner and located outside of the Right of Way Area; or
 - (ii) any of the Underground Civil Works, or structures, improvements or Crops within the Right of Way Area for which the Owner has received prior written permission from BC Hydro for the placement of such structures, improvements or Crops within the Right of Way Area,

and provided such damage, cutting or removal is not caused as a result of the Owner's breach of this Agreement or the act or omission of the Owner, TELUS or their respective contractors or those Persons for whom the Owner or TELUS are responsible at law, then within a reasonable period of time, BC Hydro will either compensate the Owner for such damage, cutting or removal, or repair such portion of the Land, Underground Civil Works, structures, buildings or improvements as closely as is practicable to their condition immediately prior to the damage.

3.2 TELUS covenants with the Owner, to the extent that TELUS in the exercise of its rights under this Agreement:

- (a) damages the Land outside of the Right of Way Area; or
- (b) damages, cuts or removes:
 - (i) any Crops, Merchantable Timber, structures, buildings or improvements, which are owned by the Owner and located outside of the Right of Way Area; or
 - (ii) any of the Underground Civil Works, or structures, improvements or Crops within the Right of Way Area for which the Owner has received prior written permission from TELUS for the placement of such structures, improvements or Crops within the Right of Way Area,

and provided such damage, cutting or removal is not caused as a result of the Owner's breach of this Agreement or the act or omission of the Owner, BC Hydro or their respective contractors or those Persons for whom the Owner or BC Hydro are responsible at law, then within a reasonable period of time, TELUS will either compensate the Owner for such damage, cutting or removal, or repair such portion of the Land, Underground Civil Works, structures, buildings or improvements as closely as is practicable to their condition immediately prior to the damage.

3.3 With respect to the exercise of BC Hydro's and TELUS's respective rights under this Agreement, BC Hydro and TELUS each covenant separately with the Owner to:

- (a) take reasonable steps not to interfere unduly with the drainage of the Land;
- (b) comply with all applicable laws, including with respect to any Contaminants; and
- (c) indemnify the Owner against all liability incurred by the Owner out of any claim made by any Person for injury or harm to any Person or property to the extent caused by the negligence or willful misconduct of BC Hydro or TELUS on the following conditions:
 - (i) the Owner will promptly provide written notice of the claim to BC Hydro or TELUS, as applicable;
 - (ii) BC Hydro and TELUS will not indemnify the Owner in respect of any claim for injury or harm to Persons or property to the extent caused by the Owner's breach of this Agreement or by the negligence or willful misconduct of the Owner, its contractors or those Persons for whom the Owner is responsible at law; and
 - (iii) BC Hydro and TELUS will not indemnify the Owner in respect of claims arising out of, or in connection with, the negligence or willful misconduct of the other.

COVENANTS AND AUTHORIZATIONS OF OWNER

- 4.1 The Owner covenants with each of BC Hydro and TELUS that, unless BC Hydro and TELUS both give their prior written permission (which permission may be given subject to terms and conditions), the Owner will not do or knowingly permit to be done any act or thing which, in the reasonable opinion of BC Hydro or TELUS, might:
- (a) interfere with the exercise of any rights granted to BC Hydro or TELUS;
 - (b) impair the operating efficiency of any part of the Works;
 - (c) obstruct the access of BC Hydro or TELUS to any part of the Works;
 - (d) create or increase any danger to the Works or to Persons or property in relation to the Works; or
 - (e) impair the vertical or lateral support of the Right of Way Area.
- 4.2 Without limiting the generality of section 4.1 the Owner covenants with each of BC Hydro and TELUS that, unless both BC Hydro and TELUS give their prior written permission (which permission may be given subject to terms and conditions), the Owner will not:
- (a) diminish or increase the ground elevation in the Right of Way Area by any method including, piling any material or creating any excavation, drain or ditch in the Right of Way Area;
 - (b) carry out blasting, pile driving or logging operations on or near any portion of the Right of Way Area; or

- (c) make, place, erect, operate, use, maintain or permit any obstruction, structure, building or improvement on, under, through or over the Right of Way Area.

MUTUAL COVENANTS

5.1 The Owner, BC Hydro and TELUS mutually covenant and agree among them that:

- (a) the Owner may cause the Right of Way Area to be surveyed by a British Columbia Land Surveyor, at the Owner's expense. The survey plan will, following its approval by BC Hydro and TELUS, be deposited in the appropriate Land Title Office by BC Hydro and TELUS. The Owner authorizes BC Hydro, TELUS and the Registrar of the relevant Land Title Office to do all things necessary in relation to the filing of the survey plan for the Right of Way Area and such plan and the survey upon which it is based will thereafter in all respects establish and define the Right of Way Area;
- (b) if either BC Hydro or TELUS elect to pay compensation pursuant to sections 3.1 or 3.2, respectively, and the Owner and whichever of BC Hydro or TELUS that made the election cannot agree on the amount of compensation to be paid, then the matter in dispute shall be settled by arbitration by a single arbitrator under the *Arbitration Act* of British Columbia;
- (c) unless otherwise agreed by the parties, any Merchantable Timber on the Land which is owned by the Owner and cut by BC Hydro or TELUS in the exercise of their rights under this Agreement will remain the property of the Owner;
- (d) nothing in this Agreement will in any way abrogate from or affect any rights, powers (including any powers of expropriation), exemptions or privileges, which BC Hydro or TELUS may have under any private or public statute, law, by-law, order, regulation or tariff, or any agreement it has with the Owner, or any charge registered against title to the Land;
- (e) failure to enforce any covenant or restriction contained in this Agreement for a breach or violation of any covenant or right contained in this Agreement will not in any way constitute a waiver, in whole or in part, of any of the injured party's rights or remedies;
- (f) any waiver of an obligation under this Agreement must be in writing and only relates to the identified violation or breach without extending to any further or subsequent violation or breach, notwithstanding any rule of law or equity;
- (g) the Works installed will remain the property of BC Hydro and TELUS except to the extent specified in this Agreement;
- (h) if the Works are no longer required by BC Hydro, BC Hydro will, at its cost, remove its portion of the Works from the Land with the exception of the Underground Civil Works and the Works owned by TELUS. The Underground Civil Works (to the extent that they are not already owned by the Owner or TELUS) will then become the property of the Owner. If all of BC Hydro's Works have either been removed from the Land or become the property of TELUS or the Owner pursuant to this section, upon the written request of the Owner, BC Hydro will discharge this Agreement from the title to the Land; and

- (i) if the Works are no longer required by TELUS, TELUS, at its cost, remove its portion of the Works from the Land with the exception of the Underground Civil Works and the Works owned by BC Hydro. The Underground Civil Works (to the extent that they are not already owned by the Owner or BC Hydro) will then become the property of the Owner. If all of TELUS's Works have either been removed from the Land or become the property of BC Hydro or the Owner pursuant to this section, upon the written request of the Owner, TELUS will discharge this Agreement from the title to the Land.

GENERAL

- 6.1 The terms "Owner", "BC Hydro" and "TELUS" include their respective heirs, executors, administrators, successors and assigns.
- 6.2 If the Owner is more than one Person, every covenant and agreement by the Owner in this Agreement will be joint and several.
- 6.3 This Agreement will run with the Land and will run with each part into which the Land may at any time be subdivided and each parcel into which it may at any time be consolidated, and will bind all present and subsequent owners of the Land, including their respective heirs, executors, administrators, successors, and assigns.
- 6.4 If any provision of this Agreement or a portion thereof is determined by a court or arbitrator of competent jurisdiction to be:
 - (a) illegal or unenforceable, that provision or portion thereof will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination; or
 - (b) enforceable but beyond the scope of section 218 of the *Land Title Act* of British Columbia or is enforceable but does not run with the Land, that provision or portion thereof will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination. The parties further agree that the severed provision or portion thereof will, to the extent possible under law, be enforceable as between them as a separate and stand-alone covenant, with such reference to this Agreement as may be necessary for proper interpretation and certainty, and will not fail for lack of separate consideration.
- 6.1 As this Agreement relates to the rights and responsibilities of TELUS, the provisions herein are subject to the provisions (including regulations) of the *Telecommunications Act* S.C. 1993, c.38 and the *Canadian Radio-Television and Telecommunications Act* R.S.C. 1985, c.C-22 and their successive legislation as well as any rulings, regulations, tariffs or other directives of the Canadian Radio-Television and Telecommunications Commission.

END OF SET

AGREEMENT TO GRANT STATUTORY RIGHTS OF WAY

Michael Cameron, Property Representative
BC Hydro Properties Department
400 Madsen Road
Nanaimo, BC V9R 5M3
Phone: (250) 309-0817
Email: michael.cameron@bchydro.com

15 July 2024
WT 1234141 / File 571-1602.0(X1426)

The Anglican Synod of the Diocese of British Columbia
900 Vancouver Street
Victoria, BC V8V 3V7

Re: Property located at Baker Road, Salt Spring Island, BC legally described as: THAT PART OF SECTION 6, RANGE 1 EAST, NORTH SALT SPRING ISLAND, COWICHAN DISTRICT, DESCRIBED AS COMMENCING AT THE SOUTH EAST CORNER OF SECTION 6, RANGE 1 EAST, THENCE NORTHER FOLLOWING THE EAST BOUNDARY OF SAID SECTION FOR 144 FEET; THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION FOR 302.5 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY BOUNDARY OF SAID SECTION FOR 144 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF SAID SECTION; THENCE EASTERLY FOLLOWING THE SAID SOUTH BOUNDARY OF SAID SECTION FOR 302.5 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT (the "**Property**") - The Anglican Synod of the Diocese of British Columbia (the "**Owner**")

This letter agreement confirms that British Columbia Hydro and Power Authority ("**BC Hydro**") offers to pay compensation in the amount of \$12,700.00 (the "**Compensation**") provided that:

1. BC Hydro receives a copy of this letter agreement (completed as to residency status and disbursement of the Compensation below) signed by the Owner;
2. The Owner grant(s) statutory rights of way in favour of BC Hydro and TELUS Communications Inc. (collectively, the "**SRW**") over the Property by signing the enclosed SRW where indicated; and

3. BC Hydro receives one original of the fully executed SRW by December 31, 2024.

Providing everything is in order and acceptable, please complete and sign this letter agreement where indicated, have the enclosed SRW document signed and witnessed before a solicitor or a notary public, and then return both this letter agreement and the SRW document to BC Hydro.

Note that BC Hydro will be merging all separately signed pages to create a fully signed copy, and that by returning the SRW agreement to BC Hydro with the signature page(s) completed, you are consenting to this.

Thereafter, BC Hydro will electronically file the SRW in the Land Title Office and upon full registration of the SRW in the Land Title Office, BC Hydro will pay the Compensation in full to the Owner within 60 days.

By checking this line _____, and initialing here _____, the Owner warrants and represents that they are not non-residents of Canada within the meaning of the *Income Tax Act* (Canada). If the Owner is a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), please be advised that BC Hydro will be obligated to withhold and remit holdback monies to the Canada Revenue Agency (being 25% of the total Compensation) pursuant to the *Income Tax Act* (Canada).

With regard to disbursement of the Compensation (less any amounts BC Hydro is obligated to withhold and remit to Canada Revenue Agency, if applicable), please complete the following:

THE OWNER HEREBY IRREVOCABLY AUTHORIZES AND DIRECTS
THAT THE CHEQUE IS TO BE MADE PAYABLE TO:

AND IS TO BE FORWARDED BY MAIL TO:

To the extent BC Hydro determines that GST is applicable to the Compensation, BC Hydro will self-assess. BC Hydro's GST Registration no. 121454151.

This offer is only open for acceptance until December 31, 2024.

Thank you for your time and consideration with this matter. If you have any questions or concerns, please contact Michael Cameron at (250) 309-0817 or michael.cameron@bchydro.com at your convenience.

Yours truly,

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
by

Michael Cameron

Agreed and accepted this _____ day of _____, 20____.

Authorized Signatories of The Anglican Synod of the Diocese of British
Columbia, Owner of the Property:

Per: _____
Print Name:

Per: _____
Print Name:

Properties

Phone: (604) 623-4280
FAX: (604) 623-3951
e-mail: heather.tait@bchydro.com

9 April 2024

FILE: 571-1602.0(X1426)

BY E-MAIL: michael.cameron@bchydro.com

The Anglican Synod of the Diocese of British Columbia
900 Vancouver Street
Victoria, BC V8V 3V7

Dear Sirs/Mesdames:

BC Hydro Distribution Statutory Right of Way Agreement (the “**Agreement**”) — property located at Baker Road, Salt Spring Island, BC legally described as THAT PART OF SECTION 6, RANGE 1 EAST, NORTH SALT SPRING ISLAND, COWICHAN DISTRICT, DESCRIBED AS COMMENCING AT THE SOUTH EAST CORNER OF SECTION 6, RANGE 1 EAST, THENCE NORTHER FOLLOWING THE EAST BOUNDARY OF SAID SECTION FOR 144 FEET; THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION FOR 302.5 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY BOUNDARY OF SAID SECTION FOR 144 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF SAID SECTION; THENCE EASTERLY FOLLOWING THE SAID SOUTH BOUNDARY OF SAID SECTION FOR 302.5 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT (the “**Property**”) — The Anglican Synod of the Diocese of British Columbia (the “**Owner**”) and Capital Regional District (the “**CRD**”) as to consent

(A) Agreement:

The Agreement is comprised of a two page Form C and a two page Schedule. Therefore, when the Agreement is executed the printed copy must be a four page document that includes all pages of the Form C as well as all pages of the Schedule and a four page copy of the executed Agreement must be returned to my attention at:

British Columbia Hydro and Power Authority
12th Floor - 333 Dunsmuir Street
Vancouver, BC V6B 5R3

When printing the two page Form C portion of the Agreement, you must ensure that the printed page includes the information that appears at the bottom of each page – see sample below:

Form C (Section 233)
© Copyright 2021, Land Title and Survey Authority of BC. All rights reserved.

2021 05 03 16:17:47.084

1 of 2 Pages

(B) Works:

BC Hydro has existing works on the Property and proposes to install additional works on the Property.

(C) BC Hydro Contact:

Michael Cameron is BC Hydro’s Property Representative at our Nanaimo District Office and he can be reached at (250) 309-0817.

British Columbia Hydro and Power Authority, 12th Floor - 333 Dunsmuir Street, Vancouver, BC V6B 5R3
PO Box 8910, Vancouver, BC V6B 4X3

www.bchydro.com

(D) Grant of a Statutory Right of Way:

We request that the Owner grant BC Hydro a Statutory Right of Way to allow BC Hydro to carry on with the installation. The Agreement has been prepared as a blanket later survey statutory right of way agreement. It does not create an obligation to survey the right of way area but provides the Owner flexibility in the future to better define the right of way area. Please note that clause 5.1(a) of the Agreement provides in part, that at the request of the Owner, BC Hydro at its expense will cause the right of way area to be surveyed and a Section 113 Statutory Right of Way Plan prepared and registered in the appropriate Land Title Office without the further approval of the plan by the Owner.

(E) Enclosures:

Further to Michael's request that we prepare the required documents, enclosed are:

1. the Agreement for the Property. We request that:
 - (i) the Owner execute two copies of the Agreement - see "**Execution**" section below.
 - (ii) an authorized signatory of Capital Regional District ("**CRD**"), holder of a Statutory Right of Way registered under no. CA8537948, sign on the last page of each copy of the Agreement, thereby consenting to the Owner granting the Agreement. It is not required that the signing by CRD be witnessed.
 - (iii) two originally executed copies of the Agreement be returned to our Dunsmuir Office by mail or courier so that BC Hydro can attend to registration in the Land Title Office (the "**LTO**"). We will forward a copy of the Agreement to the Owner after it has been fully registered.
2. Standard Charge Terms ST200003 filed in the LTO. As these Standard Charge Terms form part of the Agreement, the Owner should keep a copy for their records. A copy should be given to CRD prior to CRD's execution of the Agreement.

The Agreement is enclosed on the understanding that no other party is authorized to amend the Agreement nor proceed with electronic registration of the Agreement in the LTO without the prior written authorization of BC Hydro.

We recommend that the Owner obtain independent legal advice. By signing the enclosed Agreement, the Owner acknowledges that they have had an opportunity to receive legal advice.

(F) Execution:

The LTO issues updated replacement documentation regularly and expired versions may not be accepted for registration. Therefore, to avoid the possibility of having the Agreement re-signed by all parties, and to meet specific LTO registration requirements, please follow the execution instructions below and return the signed Agreement to the writer at your earliest convenience:

Execution by a company:

- all signatures are in dark ink;
- each authorized signatory of the company signs each copy of the Agreement and prints their full name below their signature (each printed name must include the surname and at least one given name);
- the signature of one authorized signatory of the company is witnessed by either a Solicitor, Notary Public or a Commissioner for Taking Affidavits in British Columbia employed by the company;
- the witnessing officer signs in the execution block opposite the signature of one authorized signatory;
- the witnessing officer prints or stamps his/her name, address, telephone number and occupation below their signature;

- if there is more than one authorized signatory signing, the witnessing officer **MUST** print below their signature either "(as to both signatures)" if he witnessed both signatures or "(as to the signature of _____)" if he witnessed only one signature and insert that individual's full name. **Please note that if more than one authorized signatory is required to sign on behalf of the company and they are unable to sign in the presence of the same witnessing officer, the LTO only requires one of those signatures to be witnessed by a witnessing officer;** and
- the signing date is filled in (i.e. 2021 – 01 – 31 for a January 31, 2021 execution date).

* Please contact our Dunsmuir Office if you would like us to forward you a separate document setting out execution instructions inclusive of a copy of s.63 of the *Evidence Act*.

(G) Required prior to LTO Registration:

If there is supporting documentation required to be registered in the LTO concurrently with the Agreement, please provide us with an original copy so that we can submit the documentation for registration concurrently with the Agreement.

(H) LTO Registration:

Please return two (2) copies of the four page Agreement originally executed by the Owner, as well as the consent page executed by CRD (original signature or scanned copy of the executed consent page is acceptable), to our Dunsmuir Office by mail or courier together with all other documents or information requested above (for security reasons, please print your return address on the envelope), so that BC Hydro can attend to registration of the Agreement in the LTO.

If you have any questions about the Agreement, please contact Michael at (250) 309-0817.

Yours truly,

BRITISH COLUMBIA HYDRO
AND POWER AUTHORITY

by:



Heather Tait
Property Coordinator

/ht
Enclosures

cc: Zach O'Brien, Nanaimo DO
Design No. 4913526

SHEET 2 OF 2 SHEETS

The intended plot size of this plan is 432mm in width by 280mm in height (B size landscape) when plotted at a scale of 1 : 500.

