

REAL ESTATE AUTHORITY POLICY

Effective Date: June 1, 2024

Approved By: MVRD/GVWD/GVS&DD/MVHC Boards

Policy No. FN-032

PURPOSE

1.1 This Policy:

- a) applies to the Metro Vancouver Regional District (“**MVRD**”), the Greater Vancouver Water District (“**GVWD**”), the Greater Vancouver Sewerage and Drainage District (“**GVS&DD**”), and the Metro Vancouver Housing Corporation (“**MVHC**”) in the performance of their respective duties and responsibilities when entering into Real Estate Transactions; and
- b) outlines the authorization and general requirements for entering into Real Estate Transactions for or on behalf of Metro Vancouver.

DELEGATION OF AUTHORITY

2.1 The following instruments, this Policy and the *Corporate Real Estate Policy* provide the delegated authority for Metro Vancouver staff to enter into Real Estate Transactions for or on behalf of Metro Vancouver:

Metro Vancouver Entity	Delegation Instrument
MVRD	<i>Officers and Delegation Bylaw No. 1208, 2014</i>
GVWD	<i>Officers and Delegation Bylaw No. 247, 2014</i>
GVS&DD	<i>Officers and Delegation Bylaw No. 284, 2014</i>
MVHC	By Resolution

2.2 Nothing in this Policy delegates authority to non-Metro Vancouver staff to enter into Real Estate Transactions for or on behalf of Metro Vancouver.

POLICY ADMINISTRATION

3.1 The Real Estate Services Division of the Procurement and Real Estate Services Department (“**PRS**”), overseen by the Director, Real Estate Services, is the owner and administrator of this Policy. Except where separately authorized by a Department Head, the Corporate Solicitor, the CAO, or the Board, all Real Estate Transactions are to be administered by the Real Estate Services Division of PRS.

DEFINITIONS AND INTERPRETATION

4.1 Capitalized terms used in this Policy are defined as follows:

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“Acquire” or **“Acquisition”** means to obtain Real Estate by any method, including to accept, receive, purchase, be vested with, lease, licence, or take possession, control or occupation of Real Estate, or to agree to do any of those things, but excludes expropriation, except by agreement under section 3 of the *Expropriation Act*;

“Approved Budget” means the authorized budget (including any contingency amounts) for the capital project or operating program under which the Real Estate Transaction will be completed pursuant to this Policy and the *Corporate Real Estate Policy*, that is approved for expenditure in accordance with the Board-approved budget;

“Board” means, collectively, the MVRD Board of Directors, the GVWD Board of Directors, the GVS&DD Board of Directors, and the MVHC Board of Directors, or any one of them, as the context requires. For Real Estate Transactions, “Board” means the Board of Directors of the Metro Vancouver entity entering into the Real Estate Transaction;

“CAO” means the person appointed from time to time as the Chief Administrative Officer or Commissioner, as the context requires;

“Commitment Authority” means the authority to approve a Real Estate Transaction, including a Contract Amendment, in accordance with this Policy and the *Corporate Real Estate Policy* or as the applicable Board otherwise directs;

“Contract” means a contract, agreement or instrument to Acquire or Dispose of Real Estate, to use or manage Real Estate, or otherwise related to Real Estate, including but not limited to any permit, licence or lease (or any extension thereof), option to purchase, option to lease, broker agency agreement, confidentiality agreement, easement, statutory right of way, covenant or modification thereof, or any other document required to complete a Real Estate Transaction, and any Contract Amendment(s) thereto;

“Contract Amendment” means any change to a term, condition or other provision of a duly executed Contract;

“Contracting Authority” means the authority to execute and deliver a Contract, including a Contract Amendment, in accordance with this Policy and the *Corporate Real Estate Policy* or as the applicable Board otherwise directs;

“Corporate Real Estate Policy” means the *Delegation of Real Estate Authority Policy* (No. FN-033) as amended or replaced by the CAO from time to time;

“Corporate Solicitor” means the person appointed from time to time as the Corporate Solicitor;

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“**Department Head**” means the following Metro Vancouver officials, as the context requires: (i) a General Manager; (ii) a Deputy CAO; or (iii) a Deputy General Manager;

“**Deputy CAO**” means the person(s) appointed from time to time as the Deputy Chief Administrative Officer;

“**Deputy General Manager**” means the person appointed from time to time as the Deputy General Manager of the applicable Metro Vancouver department;

“**Director, Real Estate Services**” means the person appointed from time to time as the Director, Real Estate Services;

“**Dispose**” or “**Disposition**” means to transfer Real Estate (in whole or in part) by any method, including to assign, give, sell, grant, charge, convey, lease, licence, divest, dedicate, release, exchange, or alienate Real Estate, and to agree to do any of those things;

“**General Manager**” means a member of the Metro Vancouver Corporate Planning Committee (CPC);

“**General Manager, PRS**” means the person appointed from time to time as the General Manager, PRS;

“**GVS&DD**” has the meaning set out in Section 1.1(a);

“**GVWD**” has the meaning set out in Section 1.1(a);

“**Mandatory Conditions**” has the meaning set out in Section 5.1;

“**Metro Vancouver**” means, collectively, MVRD, GVWD, GVS&DD, and MVHC, or any one of them, as the context requires;

“**MVHC**” has the meaning set out in Section 1.1(a);

“**MVRD**” has the meaning set out in Section 1.1(a);

“**PRS**” has the meaning set out in Section 3.1;

“**Real Estate**” means land with or without improvements affixed to the land, any interest in land, air, or water (including any right, title or estate in it of any tenure), or any right to occupy or use land, air, or water;

“Real Estate Transaction” means the Acquisition, Disposition, use or management of Real Estate, as documented by a Contract, including but not limited to:

- i. the Acquisition or Disposition of a fee simple interest, including in the case of a Road Dedication;
- ii. the Acquisition or Disposition of a lease or similar interest;
- iii. a residential tenancy agreement;
- iv. the Acquisition or Disposition of a licence;
- v. the Acquisition of a statutory right of way, easement, covenant, permit, highway use permit, railway line crossing agreement, railway works permit, consent or similar interest;
- vi. the Disposition of a statutory right of way, easement, covenant, permit, pipeline crossing, consent or similar interest; and
- vii. an application, instrument, or arrangement entered into for, or in anticipation or support of, the Acquisition, Disposition, use or management of Real Estate, including but not limited to an application or agreement for rezoning, official community plan amendment, subdivision approval, a demolition, building or other development permit, use of a public road or highway, use of a railway line, and use of a right of way held by other parties;

“Regional Park” means a park dedicated by Metro Vancouver under the *Local Government Act*;

“Regional Trail” means a trail dedicated by Metro Vancouver under the *Local Government Act*; and

“Road Dedication” means the execution by an owner or a charge holder of a subdivision, reference or explanatory plan showing the dedication of land as road or highway to the public, including an application to deposit any such plan at the Land Title Office.

- 4.2** All references in this Policy to an employee, official, officer, or other representative of Metro Vancouver are deemed to include any designate, deputy, or anyone else authorized in writing by such employee, official, officer, or other representative (or by Board resolution) to act in that person’s position. For purposes of this Policy, any supervisor of an employee, official,

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officer, or other representative of Metro Vancouver is deemed to have the same authority as that person's position.

- 4.3** Where the title or name of any position, division, or department is changed following the adoption of this Policy as a result of a reorganization of Metro Vancouver's functions or for any other reason, the CAO will have the authority to amend this Policy to reflect such change, provided that the Board is duly informed within a reasonable time of any such amendment.

MANDATORY CONDITIONS FOR ENTERING INTO A REAL ESTATE TRANSACTION

5.1 Metro Vancouver staff are not authorized to enter into any Real Estate Transaction (other than a Disposition) for or on behalf of Metro Vancouver unless the following conditions are satisfied (the "**Mandatory Conditions**"):

- a) Approved Budget is in place for the Real Estate Transaction;
- b) the Real Estate Transaction has been authorized by the Board or the Metro Vancouver staff member(s) having Commitment Authority and Contracting Authority for the applicable Contract; and
- c) the Real Estate Transaction is required to support the short-term or long-term plans, priorities or ongoing operations of Metro Vancouver as set out in the Board Strategic Plan.

5.2 Metro Vancouver staff are not authorized to complete a Disposition for or on behalf of Metro Vancouver unless the following Mandatory Conditions are satisfied:

- a) the Disposition has been authorized by the Board or the Metro Vancouver staff member(s) having Commitment Authority and Contracting Authority for the applicable Contract; and
- b) the Disposition is required to support the short-term or long-term plans, priorities or ongoing operations of Metro Vancouver as set out in the Board Strategic Plan.

COMMITMENT AUTHORITY AND CONTRACTING AUTHORITY

6.1 Subject to the terms of this Policy, any statutory requirements, and Metro Vancouver bylaws, the CAO has Commitment Authority and Contracting Authority for:

- a) any Real Estate Transaction having a total value of up to \$10,000,000; and
- b) in the case of a lease, the exercise of any lease renewal option, provided that:
 - i. the lease renewal option and the total value (or mechanism to calculate the total value) of its exercise were contemplated in the original Contract; and

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- ii. the total value of exercising the lease renewal option does not exceed the Approved Budget at the time of exercise.

The CAO has the authority to further sub-delegate all such Commitment Authority and Contracting Authority to designated Metro Vancouver staff members as set out from time to time in the *Corporate Real Estate Policy*.

6.2 For any Real Estate Transaction having a total value of greater than \$10,000,000:

- a) only the Board having jurisdiction has Commitment Authority;
- b) Contracting Authority will be determined by the applicable Board in its sole discretion; and
- c) subject to the terms of this Policy, any statutory requirements, and Metro Vancouver bylaws, in the case of a lease, the CAO has Commitment Authority and Contracting Authority for the exercise of any lease renewal option, provided that:
 - i. the lease renewal option and the total value (or mechanism to calculate the total value) of its exercise were contemplated in the original Contract; and
 - ii. the total value of exercising the lease renewal option does not exceed the Approved Budget at the time of exercise.

The CAO has the authority to further sub-delegate the Commitment Authority and Contracting Authority under Section 6.2(c) to designated Metro Vancouver staff members as set out from time to time in the *Corporate Real Estate Policy*.

6.3 Notwithstanding anything to the contrary in this Policy, but in each case subject to the *Local Government Act*, only the Board having jurisdiction has Commitment Authority for the Disposition of a fee simple interest in a Regional Park or Regional Trail.

6.4 The Director, Real Estate Services, and Real Estate Services staff designated from time to time by the Director, Real Estate Services, have the authority to execute non-binding Real Estate instruments provided they are expressly subject to the approval, as applicable, of the Board, the CAO or the Metro Vancouver staff member(s) with Commitment Authority for the anticipated Contract as set out in Section 6.1 or Section 6.2 or in the *Corporate Real Estate Policy*.

6.5 Contract Amendments must meet the Mandatory Conditions set out in Section 5.1 or Section 5.2, as applicable.