



November 30, 2009

Vancouver Organizing Committee for the
2010 Olympic and Paralympic Winter Games
400-3585 Graveley Street
Vancouver, BC
V5K 5J5

Attention: Jim Bornholdt

Re: Temporary Use Agreement between Capilano University and VANOC

Per the above referenced agreement which was dated October 8, 2008, and as required by clause #2, this is formal notice that Capilano University (Capilano) is providing a Bus Plan as required under the Agreement. This Bus Plan identifies parking spaces in the Parking Areas which are authorized by Capilano as bus depots and specific routes on the Capilano Lands which are authorized by Capilano for use by buses to gain ingress to and egress from the Parking Areas.

As you are aware VANOC originally planned to use Lillooet Road at the north end of the campus as the bus depot area to load and unload passengers. This road is a District of North Vancouver (DNV) roadway and as I understand it VANOC was unable to reach agreement with the DNV for use of this roadway during the Olympic period.

Subsequent to this VANOC presented Capilano with a proposed bus plan which required the use of Capilano's parking lot #4. This was the only option tabled by VANOC and continues to be the only option that has been brought forward by VANOC as of the date of this letter.

It is unknown if further discussions have occurred between the DNV and VANOC regarding the original Lillooet Road solution, or if VANOC had approached Translink/Coast Mountain Bus for use of the existing Transit Exchange located off of Monashee Road.

In regard to the VANOC proposal to use the Capilano parking lot #4 for a bus depot, this was explicitly rejected by Capilano unless certain conditions were met, namely that the asphalt surface and sub-base of lot #4 and the north east end of Capilano's Tantalus Road were able to withstand the substantial amount of bus traffic and accompanying weight load that would occur with an estimated 122 loaded buses traversing this area twice a day on a daily basis for the Olympic period from Feb. 12, 2010 to Feb. 28, 2010.

Having received geotechnical advice that Capilano's parking lot #4 will not be able to withstand the bus loads, discussion followed whereby Capilano agreed to further investigate with VANOC the tentative use of Capilano's lot #4 dependant on the parties reaching a mutually agreeable solution to address the damage and subsequent remediation that will be required to bring parking lot#4 back to a condition satisfactory to Capilano.

It is important to note that Capilano has no issue with the use of lot #4 as parking for cars. It is the use by buses that creates a concern. This concern regarding heavy vehicles was noted from the very beginning of negotiations between the University and VANOC (reference Schedule "B" attached email of August 1, 2008 between John McMurchy and Dorothy Byrne – copy attached for reference).

While Capilano agrees that our lot #4 is nearing its end of life, we also know that we can easily continue to use this lot for a minimum of five years or more with just minor and low cost patching under its current light vehicle load conditions. If Capilano was to allow the use of lot #4 for the heavy VANOC bus traffic the lot will fail either immediately or soon after and will require extensive remediation in the areas both under and immediately surrounding the actual path of where the buses are being proposed by VANOC for loading and traversing of the lot.

Capilano does not accept the argument put forth by John McMurchy, in our phone conversation of November 26, 2009, that VANOC only has to put the lot back to the same condition as when VANOC takes possession. This does not take into account the fact that the life of the lot is much greater if the buses do not cross lot #4 and therefore this reduction of useful life is a factor that must be calculated before the University will allow the buses to use this lot.

Having said this, Capilano is willing to work with VANOC to arrive at a solution that works for both parties.

The potential solutions are outlined below:

Option #1:

VANOC buses are to enter Capilano's campus via Lillooet to Monashee and enter via Tantalus Road then an immediate right turn into Lot #4. Buses are to load and then exit lot #4 via the Lillooet Road exit.

Buses will not be permitted to travel down Tantalus Road any further than the entrance to lot #4 off of Tantalus Road nor will buses be permitted on any other roads or lots on the Capilano Lands.

The buses will cause damage to occur to lot #4 therefore the following will apply:

- a) During the Exclusive Use Period from February 12, 2010 to February 28, 2010 VANOC will be responsible for maintaining Capilano's parking lot #4 per clause 4.3 of Appendix 2; and
- b) The buses will be required to only travel within an area on lot #4 that is approximately 180 feet long x 60 feet wide; and
- c) VANOC will pay a lump sum fee of \$50,000 to Capilano, on or before January 1, 2010, to be used by Capilano towards remediating the lot after VANOC has vacated the Capilano Lands (see attached Schedule "A" for cost breakdown).

Option #2:

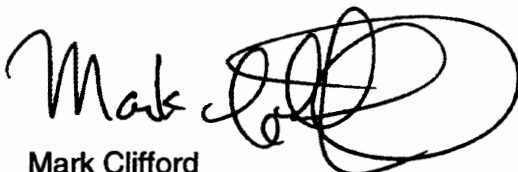
VANOC will not use Capilano's parking lot #4 as adverse damage will occur. VANOC will find an alternative location for the VANOC bus depot.

Capilano suggests VANOC re-open discussions with:

- a) the DNV for use of Lillooet Road as a bus depot area; or
- b) approach Translink/Coast Mountain Bus for use of the existing Transit Exchange which is leased from Capilano by Translink. Capilano believes this is the best option as the road and lot used for the transit buses has already been upgraded to be suitable for multiple heavy bus traffic and for weather protection and safe loading of passengers. Capilano would support any discussions between VANOC and Translink in this regard.

Both "a" and "b" in Option #2 above are either very low cost or no cost solutions for VANOC.

Should you have any questions in this regard I can be reached at email:
mcliffor@capilanou.ca .



Mark Clifford
Director, Contract Services and Capital Planning

cc: Ken Bagshaw, Chief Legal Officer
John McMurchy, Manager of Municipal Integration - Metro Vancouver
Casey Dorin, Dean, Faculty of Tourism and Outdoor Education
Greg Lee, President and Vice Chancellor

Schedule "A"

25-30k
25k to hold for replacement

Option #1

Cost Estimate for remediation of lot #4 following VANOC use.

- Patching would likely last for the intended purpose of short term VANOC bus use, but would not be substantial enough for longer term use.
- A straight overlay would only be a band-aid and would be approximately 3 inches higher than existing and will not match and will be subject to quick erosion and peeling.
- Should Capilano want to remediate the lot in the future, the geometrics of a short term solution for the lot would prevent matching any new design/remediation without added effort and expense.

Patching of lot #4 is not an acceptable alternative to Capilano University therefore the following would be required with work performed after the VANOC use period:

Impacted Area of Lot #4: approximately 1003 m²

Excavation: remove sensitized soils = approx 150 m³ x \$100 = \$15,000* (to excavate, load, haul and backfill).

(Capilano would accept the conservative cost of*\$15,000 which is a best case scenario, impact could be as high as 300 m³ for excavation which would equate to \$30,000).

Milling and compacting: 1003 m² at 75mm (3") @ \$ 7.00/m² = \$7,021 (depth per the Golder geotechnical report).

Paving: 210 tonnes at \$110/tonne = \$23,100

Line painting: \$1750

Engineering and testing: \$1500

Estimated Total Cost: \$48,370 + \$2,419 GST = **\$50,789**

Timing: the work indicated above is for weekday works. If required to be performed on a weekend it would cost an additional \$2,500. This has not been included in the costing as the expectation is the work will be performed in the spring/summer after VANOC has vacated the site.

Administrative: no administrative costs incurred by Capilano have been included, nor has the cost of legal, tendering, insurance or bonds been calculated into the cost.

SCHEDULE "B"

From: "John McMurchy" <John_McMurchy@vancouver2010.com>
To: "Casey Dorin" <cdorin@capilano.ca>
Date: Friday, August 01, 2008 1:12:02 PM
Subject: FW: Capilano University Agreements

Casey:

Here is draft #3 of the Community Contributor license agreements with Dorothy's comments on the amendments made and changes not made due to our discussion on July 23. I look forward to your comments on Tuesday Aug 5.

John

From: Dorothy Byrne
Sent: Friday, August 01, 2008 11:56 AM
To: John McMurchy
Subject: Capilano University Agreements

Attached are blacklined draft Agreements related to Capilano University, for their review and comment. I have the following comments on the contract issues raised at our meeting on July 23rd:

1. Community Contributor Contribution Agreement:
 1. - Section 3(c) of the Contribution Agreement regarding the Volunteer Program has been amended to delete the reference to "priority consideration" and to insert a specific reference to the focus VANOC will want to make on the students at the Squamish Campus.
2. Appendix 1 - Non-Commercial License Agreement:
 1. Capilano was concerned the license might be terminated by VANOC on the basis of a non-material, accidental breach by Cap. I believe Section 7.3 of the License Agreement addresses that issue sufficiently and I have not made any further amendments.
 2. the Capilano U 2010 Games logo is not available at the moment, but it will be available for the next draft for inclusion in Appendix A of the License.
3. Appendix 2 - Temporary Use Agreement for the Parking Areas:
 1. Non-exclusive use of the Parking Lot after the Games was a concern for Capilano and Section 3 has been amended to clarify that such use cannot interfere with parking by the Capilano students and staff (except of course the spaces occupied by the Trailer until it is removed).
 2. Representation and warranty by Capilano that the Parking Areas can be used for the purposes authorized by Capilano - Capilano has a concern that not all of the Parking Areas and roads (especially Monashee Drive) are suitable for use by buses. I have added a provision in

Section 2 of the Temporary Use Agreement that ensures a plan is developed by Capilano which VANOC must follow, identifying what spaces and roadways are authorized for use by buses. If VANOC fails to follow the plan, then its use of the Parking Area or roadways is not "authorized" by Capilano and the representation and warranty by Cap (and indemnity for loss) does not apply. If there is damage created because VANOC puts its buses elsewhere than where the plan permits, then VANOC is liable for the damage.

3. Capilano wanted to be clear it will not be expected to pay out of pocket costs. I have reviewed the agreement and cannot find any places where that might happen. Quite the contrary - the agreement is full of provisions that VANOC will pay its own costs.

4. Capilano indicated there were numerous other comments of a less material nature, but they have not been provided. Hopefully they were related to drafting only and have been picked up in my most recent review.

As you know, Friday August 8 is my last day in the office, so I will make myself available to address any further comments provided by Capilano before that date.

Dorothy E. Byrne, Q.C.
Vice President and Corporate Secretary
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
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CC: "Tricia Fenton" <Tricia_Fenton@vancouver2010.com>, "Dorothy Byrne" <Dorothy_Byrne@vancouver2010.com>