

## **Bell, Valerie J TRAN:EX**

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**From:** Bell, Valerie J TRAN:EX  
**Sent:** Wednesday, September 28, 2011 4:32 PM  
**To:** So, Gary TRAN:EX  
**Subject:** RE: Port Moody land Sale

Hi Gary,

To calculate book value per km for the parcels sold to Port Moody, that were closed as road.

- 1.) 3002 Murray Street - .113 km
- 2.) 2933 Murray Street - .0503 km

I hope that helps, should you have any questions please contact me at the numbers below. Thank you

Valerie Bell  
Property Administrator  
Ministry of Transportation and Infrastructure  
Land Management Branch  
Phone: 250-952-6634 Fax: 250-356-2112  
Email: [Valerie.Bell@gov.bc.ca](mailto:Valerie.Bell@gov.bc.ca)

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**From:** Bell, Valerie J TRAN:EX  
**Sent:** Wednesday, September 28, 2011 3:30 PM  
**To:** So, Gary TRAN:EX  
**Subject:** RE: Port Moody land Sale

Hi Gary,

I haven't forgotten, I'm just having a difficult time to convert from area to kilometres. I'll get back to you soon. Valerie.

Valerie Bell  
Property Administrator  
Ministry of Transportation and Infrastructure  
Land Management Branch  
Phone: 250-952-6634 Fax: 250-356-2112  
Email: [Valerie.Bell@gov.bc.ca](mailto:Valerie.Bell@gov.bc.ca)

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**From:** So, Gary TRAN:EX  
**Sent:** Wednesday, September 28, 2011 3:25 PM  
**To:** Bell, Valerie J TRAN:EX  
**Subject:** Port Moody land Sale

Hi Val,

Are you able to provide me the book cost of the land sold by Port Moody. Do you remember that based on our discussion, you will try to find out the size of two parcels and I apply the book cost per km to determine the costs. Please feel free to drop by if you have further questions.

*Gary So*  
Tel: (250) 387-7873

**Thomas, Graham TRAN:EX**

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**From:** Audley, Mary Ethel TRAN:EX  
**Sent:** Wednesday, August 24, 2011 4:07 PM  
**To:** 'Colleen Rohde'  
**Subject:** Fully executed document.  
**Attachments:** 20110824160237.pdf

I have attached an executed copy and will retain in my files the copy I have signed. As this is just to finalize this agreement for our files I believe this should be sufficient.

Thanks for sending this on so quickly.

***Mary-Ethel Audley*** LL.B.  
Manager Property Development and Marketing  
Properties and Land Management Branch,  
Ministry of Transportation and Infrastructure

Phone: (250) 387-6048  
[mary-ethel.audley@gov.bc.ca](mailto:mary-ethel.audley@gov.bc.ca)

## TERMINATION AGREEMENT

THIS AGREEMENT made August 22, 2011

BETWEEN

**BC TRANSPORTATION FINANCING AUTHORITY**  
Box 9850 Station Provincial Government  
Victoria, British Columbia  
V8W 9T5

("BCTFA");

AND

**CITY OF PORT MOODY**  
City Hall  
100 Newport Drive  
P.O. Box 36  
Port Moody, British Columbia  
V3H 3E1

("City").

WHEREAS:

A. The parties entered into an agreement made April 10, 2008, as amended by modification agreements dated April 21, 2009, November 24, 2009 and December 14, 2010 (together, "MCC Agreement"), to deal with matters relating to the possible construction of the Murray Clarke Connector project by TransLink.

B. Despite various extensions of time under the Existing Agreement to accommodate the possibility that the Project may proceed, it does not appear to the City that the Project will proceed. Therefore, the council for the City passed a resolution to pay to BCTFA the Sale Proceeds (with interest thereon) and the Additional Sum.

C. The City has paid the Sale Proceeds (with interest thereon) and the Additional Sum to BCTFA and the parties have agreed to terminate the MCC Agreement on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties agree as follows:

1. Except as otherwise defined in this Agreement, terms used in this Agreement which are defined in the MCC Agreement will have the meanings given to them in the MCC Agreement.
2. The City has paid to BCTFA, and BCTFA has received from the City, the sum of \$4,057,546.00 which is comprised of the following:
  - (a) the Principal Amount of Sale Proceeds being \$2,600,000.00;

- (b) Interest on the Principal Amount of Sale Proceeds calculated at the Interest Rate from January 1, 2011 until July 27, 2011 being \$57,546.00; and
  - (c) the Additional Sum being \$1,500,000.00.
3. Effective from the date of this Agreement:
- (a) BCTFA and the City agree to terminate the MCC Agreement;
  - (b) neither BCTFA nor the City will have any further right or obligation under the MCC Agreement; and
  - (c) each of BCTFA and the City hereby releases and forever discharges the other of them from the observance and performance of all of the covenants, terms, conditions, provisions and obligations of BCTFA or the City, as the case may be, under the MCC Agreement and all liability arising under the MCC Agreement from and including the date of this Agreement.
4. This Agreement will enure to the benefit of and be binding on BCTFA, the City and their respective successors and assigns.
5. This Agreement is not effective until both BCTFA and the City have executed and delivered this Agreement.
6. This Agreement may be executed in counterparts, each of which when delivered, whether delivered by facsimile transmission or otherwise, will be deemed to be an original and all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above upon execution and delivery hereof by both BCTFA and the City.

**BC TRANSPORTATION FINANCING  
AUTHORITY**

Per:

  
Authorized Signatory  
**MARY-ETHEL L. AUDLEY**

**CITY OF PORT MOODY**

Per:

  
Authorized Signatory

**COLLEEN ROHDE, CITY CLERK**

**Thomas, Graham TRAN:EX**

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**From:** Colleen Rohde [CRohde@portmoody.ca]  
**Sent:** Wednesday, August 24, 2011 3:57 PM  
**To:** Audley, Mary Ethel TRAN:EX  
**Subject:** Executed agreement  
**Attachments:** img-824144707-0001.pdf

Hi Mary-Ethel.

I signed the agreement and it is attached. I thought given section 6 it would be OK to sign, scan and return to you for signing. Then you can scan and email me a fully executed copy.

If that's not OK and you'd like me to sign two copies and put in regular mail so you have originals, just let me know.

Thanks.

-----Original Message-----

From: MailRm-Colour [<mailto:donotreply@cityofportmoody.com>]  
Sent: August-24-11 3:47 PM  
To: Colleen Rohde  
Subject: Scan from Mailrm-Colour Printer

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 2  
Attachment File Type: PDF

Device Name: MailRm-Colour  
Device Location: Mail Room

For more information on Xerox products and solutions, please visit <http://www.xerox.com/>

## TERMINATION AGREEMENT

THIS AGREEMENT made August 22, 2011

BETWEEN

**BC TRANSPORTATION FINANCING AUTHORITY**  
Box 9850 Station Provincial Government  
Victoria, British Columbia  
V8W 9T5

("BCTFA");

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**CITY OF PORT MOODY**  
City Hall  
100 Newport Drive  
P.O. Box 36  
Port Moody, British Columbia  
V3H 3E1

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**BC TRANSPORTATION FINANCING  
AUTHORITY**

Per: \_\_\_\_\_  
Authorized Signatory

**CITY OF PORT MOODY**

Per:   
Authorized Signatory

**COLLEEN ROHDE, CITY CLERK**

## Thomas, Graham TRAN:EX

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**From:** Audley, Mary Ethel TRAN:EX  
**Sent:** Wednesday, August 24, 2011 4:16 PM  
**To:** 'Edna Cheung'  
**Subject:** Port Moody - Murray Clarke Connector  
**Attachments:** 20110824160237.pdf

Please find attached a copy of the executed termination agreement.

Please invoice BCTFA for the services on the termination agreement.

Thank you for your assistance on this file.

***Mary-Ethel Audley*** LL.B.  
Manager Property Development and Marketing  
Properties and Land Management Branch,  
Ministry of Transportation and Infrastructure

Phone: (250) 387-6048  
[mary-ethel.audley@gov.bc.ca](mailto:mary-ethel.audley@gov.bc.ca)

## TERMINATION AGREEMENT

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AUTHORITY**

Per:

  
Authorized Signatory  
**MARY-ETHEL L. AUDLEY**

**CITY OF PORT MOODY**

Per:

  
Authorized Signatory

**COLLEEN ROHDE, CITY CLERK**

## Thomas, Graham TRAN:EX

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**From:** Audley, Mary Ethel TRAN:EX  
**Sent:** Wednesday, August 17, 2011 11:38 AM  
**To:** 'Colleen Rohde'  
**Subject:** MCC Termination Agreement  
**Attachments:** 6754703\_1\_ESC BCTFA MCC Termination Agreement.pdf

Colleen: I have attached a termination agreement for your review. If you do not have any changes, could you please sign two originals and forward to me? Once I have signed I will return an original back to you for your records.

Thanks.

***Mary-Ethel Audley*** LL.B.  
Manager Property Development and Marketing  
Properties and Land Management Branch,  
Ministry of Transportation and Infrastructure

Phone: (250) 387-6048  
[mary-ethel.audley@gov.bc.ca](mailto:mary-ethel.audley@gov.bc.ca)

## TERMINATION AGREEMENT

THIS AGREEMENT made August 22, 2011

BETWEEN

**BC TRANSPORTATION FINANCING AUTHORITY**  
Box 9850 Station Provincial Government  
Victoria, British Columbia  
V8W 9T5

("BCTFA");

AND

**CITY OF PORT MOODY**  
City Hall  
100 Newport Drive  
P.O. Box 36  
Port Moody, British Columbia  
V3H 3E1

("City").

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- (b) interest on the Principal Amount of Sale Proceeds calculated at the Interest Rate from January 1, 2011 until July 27, 2011 being \$57,546.00; and
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**BC TRANSPORTATION FINANCING  
AUTHORITY**

Per: \_\_\_\_\_  
Authorized Signatory

**CITY OF PORT MOODY**

Per: \_\_\_\_\_  
Authorized Signatory

## Thomas, Graham TRAN:EX

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**From:** Audley, Mary Ethel TRAN:EX  
**Sent:** Tuesday, August 16, 2011 4:30 PM  
**To:** 'Edna Cheung'  
**Cc:** Audley, Mary Ethel TRAN:EX  
**Subject:** Port Moody - Murray -Clarke Connector funds.

Please proceed to draft a simple termination document for these funds which have been transferred to the BC Transportation Financing Authority in the amount of \$4,057,546.00.

You did make a valid comment about the interest calculation, however I sent the following note to Port Moody, and the delay in receiving the funds rests with BCTFA, as it took considerable time to determine who the cheque should be made out to. We have now received the funds by EFT.

*If you could wait until I obtain the correct name for a cheque for this money, that would be appreciated.*

*And just to confirm our conversation, interest on the \$4 million to the date of your first call, July 27th, 2011, is agreed as appropriate in the circumstances. Since you will be away for the next two weeks, is there an alternative contact in case I have any questions?*

Colleen Rohde, Chief Administrative Officer of Port Moody has requested that the document be sent directly to her for action.

***Mary-Ethel Audley*** LL.B.  
Manager Property Development and Marketing  
Properties and Land Management Branch,  
Ministry of Transportation and Infrastructure

Phone: (250) 387-6048  
[mary-ethel.audley@gov.bc.ca](mailto:mary-ethel.audley@gov.bc.ca)

Minister of Finance  
Box 9850 Station, Provincial Govt  
Victoria, BC Canada  
V8W 9T5

CITY OF PORT MOODY

Venditor No 517  
Cheque Date 8/11/2011  
Cheque Amount 4,057,546.00  
Cheque No 516

INVOICE # DESCRIPTION AMOUNT

08102011 Murray-Clarke Connector Funds

4,057,546.00

4,057,546.00

MOT PARTNERSHIPS  
AUG 15 2011  
RECEIVED

Original  
Shredded  
- Meredith

REMOVE CHEQUE ALONG THIS PERFORATION  
DÉTACHER LE CHEQUE LE LONG DE CETTE PERFORATION

See reverse side for security characteristics. Voir au verso pour les caractéristiques de sécurité.



CITY OF PORT MOODY  
P.O. BOX 361  
PORT MOODY, B.C.  
V3H 3E1

ROYAL BANK OF CANADA  
PORT MOODY BRANCH  
218 NEWPORT DRIVE  
PORT MOODY, B.C.  
V3H 5B9

CHEQUE NO 516  
DATE 08112011  
M M D Y Y Y

PAY Four Million Fifty Seven Thousand Five Hundred Forty Six Dollars Only

\$ 4,057,546.00

To Minister of Finance  
The Box 9850 Station, Provincial Govt  
Order Victoria, BC Canada  
Of V8W 9T5

PER  
PER

S16

451182

LIS 1182

**PORT MOODY**  
CITY OF THE ARTS

100 Newport Drive, P.O. Box 36, Port Moody, B.C., V3H 3E1, Canada  
Tel 604.469.4500 Fax 604.469.4550  
www.portmoody.ca

August 12, 2011

File No. 0930-20-27

Mary Ethel Audley  
Ministry of Transportation and Infrastructure  
PO Box 9850  
Stn Prov Govt  
Victoria, BC V8W 9T5

Dear Ms Audley:

Re: Agreement between BCTFA and Port Moody for Murray-Clarke Connector Funds

As you know, BCTFA and the City of Port Moody have entered into an agreement that requires that the proceeds from sale of properties on Murray Street were intended to be Port Moody's contribution, in the amount of \$4M, towards the Murray-Clarke Connector. Under the agreement, interest was payable on \$2.5M of those funds from January 1, 2011 until the actual receipt by BCTFA of the "Sale Proceeds".

Given that it is now clear that TransLink does not intend to fund and construct the Murray-Clarke Connector, Council for the City of Port Moody passed a resolution that the funds be returned to BCTFA now with interest payable up to July 27, 2011 per your e-mail.

Enclosed is a cheque in the amount of \$4,057,546.00.

Yours truly,



Linda Tylla  
Deputy City Clerk

cc: Colleen Rohde, City Clerk  
Rhonda Anderson, Accounting Supervisor

LIS 1182

**Weiss, Meredith J TRAN:EX**

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**From:** Audley, Mary Ethel TRAN:EX  
**Sent:** Monday, August 15, 2011 10:34 AM  
**To:** 'Tristen Hyde'; 'Colleen Rohde'  
**Cc:** 'Rhonda Anderson'; Weiss, Meredith J TRAN:EX; So, Gary TRAN:EX  
**Subject:** FW: Port Moody's fund  
**Attachments:** BCTFA Bank Information for EFT.pdf

Please find attached the information for depositing the funds directly by EFT. Please forward confirmation of the deposit once you have made the EFT transfer. We will shred the unsigned cheque from Port Moody as discussed.

Colleen: I had discussed with Rhonda last week executing a termination agreement regarding these funds. S.14

S14

Thanks.

*Mary-Ethel Audley* LL.B.  
Manager Property Development and Marketing  
Properties and Land Management Branch,  
Ministry of Transportation and Infrastructure

Phone: (250) 387-6048  
[mary-ethel.audley@gov.bc.ca](mailto:mary-ethel.audley@gov.bc.ca)

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**From:** So, Gary TRAN:EX  
**Sent:** Monday, August 15, 2011 10:29 AM  
**To:** Weiss, Meredith J TRAN:EX  
**Cc:** Audley, Mary Ethel TRAN:EX; Nigussie, Hiwot TRAN:EX  
**Subject:** Port Moody's fund

Meredith - Attached is the wiring info.

Hiwot – City of Port Moody will EFT \$4,057,546 to BCTFA's account. These funds are sale proceeds of some parcels of land they sold on behalf of us. Please contact Val/Jeff for back-ups (e.g. LIS# and book cost).

Cheers,

*Gary So*, CMA MBA  
Director of Finance  
(for BC Transportation Financing Authority)  
Finance and Management Services Department  
Ministry of Transportation & Infrastructure BC  
Tel: (250) 387-7873  
Fax: (250) 387-7645  
Email: [Gary.So@gov.bc.ca](mailto:Gary.So@gov.bc.ca)

**Weiss, Meredith J TRAN:EX**

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**From:** Audley, Mary Ethel TRAN:EX  
**Sent:** Monday, August 15, 2011 9:37 AM  
**To:** 'Rhonda Anderson'  
**Cc:** 'Tristen Hyde'; 'Colleen Rohde'; Weiss, Meredith J TRAN:EX  
**Subject:** RE: \$4M from Port Moody for Murray-Clarke connector

The cheque has just arrived, and does not have any signatures on it. Please advise what action you will be taking, and whether you want this cheque returned.

Thank you.

*Mary-Ethel Audley* LL.B.  
 Manager Property Development and Marketing  
 Properties and Land Management Branch,  
 Ministry of Transportation and Infrastructure

Phone: (250) 387-6048  
[mary-ethel.audley@gov.bc.ca](mailto:mary-ethel.audley@gov.bc.ca)

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**From:** Rhonda Anderson [<mailto:RAnderson@portmoody.ca>]  
**Sent:** Friday, August 12, 2011 1:35 PM  
**To:** Audley, Mary Ethel TRAN:EX  
**Cc:** Tristen Hyde  
**Subject:** RE: \$4M from Port Moody for Murray-Clarke connector

Hi again Mary-Ethel

The cheque has been couriered out and should arrive there on Monday. I was hoping that when you receive the cheque if you could open it and check that in the lower right hand corner that there are two signatures. If there are not we will issue another cheque or EFT (if preferred) and courier it out immediately.

S.22 if you could contact Tristen Hyde in AP to let her know either way about the signatures it would be greatly appreciated. Her number is 604-469-4660.

If you have any questions please contact Tristen Hyde.

Thanks very much and sorry for any inconvenience.

Rhonda Anderson, CGA  
 Accounting Supervisor  
 City of Port Moody  
 P: 604-469-4597 | F: 604-469-4677

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**From:** Rhonda Anderson  
**Sent:** August-10-11 2:41 PM  
**To:** 'Audley, Mary Ethel TRAN:EX'  
**Cc:** 'Colleen Rohde'; Silvestrini, Gail TRAN:EX; Weiss, Meredith J TRAN:EX  
**Subject:** RE: \$4M from Port Moody for Murray-Clarke connector

Hi Mary-Ethel,