

EXPLANATION**Solid Waste By-law amending by-law
re 2009 fee increases and
miscellaneous amendments**

The attached by-law will implement Council's resolution of October 30, 2008 to amend the Solid Waste By-law regarding 2009 fee increases and miscellaneous amendments

Director of Legal Services
November 25, 2008

BY-LAW NO. _____



**A By-law to amend Solid Waste By-law No. 8417
regarding 2009 fee increases and miscellaneous amendments**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions and schedules of By-law No. 8417.

2. In section 2, Council:

(a) repeals the definition of “banned materials”; and

(b) after the definition of “garbage cart”, adds:

‘ “garbage container” means garbage bag, garbage can, or garbage cart, ’.

3. Council repeals section 5.6, and substitutes:

“5.6 Recycling Carts - Storage Location

(1) All recycling carts must be stored completely on the property in a space conforming to the Fire By-law, Building By-law, and any other applicable by-laws. Where, in the opinion of the City Engineer, it is not possible to store the recycling containers on the property, the owner or occupier may apply to the City Engineer for permission to store the recycling containers on the street or lane.

(2) Where recycling carts are stored on a street or lane, an owner or occupier must maintain each cart and area adjacent to each cart in a condition that is clean and sanitary, and not noxious, offensive, or dangerous to the public health.

(3) Any recycling cart stored on a street or lane will be subject to the additional charges set out in Part IV of Schedule B to this By-law.”

4. Council repeals section 6.6, and substitutes:

“6.6 Yard Waste Carts - Weight and Content Limits

(1) An owner or occupier must not fill a yard waste cart in its possession:

(a) to a gross weight that exceeds:

Yard Waste Cart Size	Weight Limit
120 litres	50 kg
180 litres	75 kg
240 litres	100 kg
360 litres	150 kg

- (b) to the extent that the lid does not close;
 - (c) to the extent that the collector cannot easily empty the contents;
or
 - (d) with anything other than yard waste.
- (2) No yard waste cart from which the City Engineer collects yard waste may contain tree limbs larger than 10 cm diameter and 0.5 m in length.”
5. Council repeals section 7.4, and substitutes:
- “7.4 Materials Prohibited from Garbage Containers**
- No person must deposit anything described in Schedule D to this By-law into a garbage container from which the City Engineer collects solid waste.”
6. Council repeals section 7.6, and substitutes:
- “7.6 Materials Restricted from Garbage Containers**
- No garbage container from which the City Engineer collects garbage may contain 5% or more by volume one or more of the materials described in Schedule F to this By-law.”
7. Council repeals the heading to section 8.4 - **“Prohibited Materials”**, and substitutes **“Materials Prohibited from the Vancouver Landfill and Transfer Station”**.
8. After section 8.7, Council adds:
- “8.8 Materials Restricted from Garbage Containers and the Vancouver Landfill and Transfer Station**
- A surcharge of 50% on the tipping fee may be assessed on garbage loads disposed at the Vancouver Landfill or Vancouver South Transfer Station that contain 5% or more by volume of one or more of the materials described in Schedule F to this By-law.”

9. In Schedule A, Council strikes out from:
- (a) the last line of section 1, "\$68" and "\$50", and substitutes "\$71" and "\$56" respectively;
 - (b) section 6, "\$520", and substitutes "\$550"; and
 - (c) section 7, "\$630", and substitutes "\$660".
10. In Section I.B. of Schedule B, Council strikes out:
- (a) "\$68", "\$81", "\$97", "\$114", and "\$148", and substitutes "\$85", "\$101", "\$122", "\$143", and "\$185" respectively; and
 - (b) ".....\$2.00".
11. In Section II.B. of Schedule B, Council strikes out "\$50", "\$50", and "\$27", and substitutes "\$59", "\$59", and "\$35" respectively.
12. In Section IV.A. of Schedule B, Council strikes out "\$20" and "\$10", and substitutes "\$19" and "\$11" respectively.

13. At the end of Section IV of Schedule B to the By-law, Council adds:

"C. Additional Storage Charges

For those properties which store recycling carts on streets or lanes.....\$56.00 per cart".

14. Council repeals Section V of Schedule B, and substitutes:

"V. Yard Waste Collection Service

A. Yard Waste Cart Rates

For properties which receive yard waste collection service under Part VI - Yard Waste Service, per calendar year, payable concurrently with each year's real property taxes

Size of Yard Waste Cart	Rate
120 litres	\$45
180 litres	\$52
240 litres	\$58
360 litres	\$72

B. Purchase of Additional Yard Waste Service

Each property owner will be allowed one change per calendar year in the level of service under sections 6.2, 6.3, and 6.9 at no charge. A fee of \$25.00 will be charged for each additional change in that calendar year.”

15. Council repeals each of Schedules C, D, and E, and substitutes or adds each of Schedules C, D, E, and F attached to this By-law which schedules are to be attached to and form part of the Solid Waste By-law.

16. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.

17. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

SCHEDULE C

MATERIALS ACCEPTED IN BLUE BOX RECYCLING CONTAINERS AND RECYCLING CARTS

1. Newsprint.
2. Flyers.
3. Corrugated cardboard.
4. Boxboard.
5. Magazines and catalogues.
6. Telephone directories.
7. Household paper (including junk mail, envelopes, writing paper, and computer paper).
8. Paper egg cartons, rolls, bags, gift wrap and cards.
9. Glass bottles and jars.
10. Ferrous and non-ferrous metal cans and tins.
11. Rigid plastic containers identified by the SPI Code #1 (Polyethylene Terephthalate or PET) or SPI Code #2 (High Density Polyethylene or HDPE) or SPI Code #4 (Low Density Polyethylene or LDPE) or SPI Code #5 (Polypropylene or PP).
12. Aluminum trays and foil.
13. Any other material designated as recyclable by the City Engineer.

SCHEDULE D

MATERIALS PROHIBITED FROM GARBAGE CONTAINERS

1. Pathogenic, radioactive, toxic and biomedical waste, including sharps.
2. Liquid wastes or sludges.
3. Explosive substances.
4. Chemicals which may create hazardous working conditions.
5. Inflammable materials.
6. Material hot enough to start combustion.
7. Oil, petroleum by-products, oil filters, and empty oil containers.
8. Dead animals (excluding household kitchen meat and fish scraps).
9. All forms of excrement.
10. Barrels, pails or other large liquid containers, whether full or empty.
11. Gypsum.
12. White goods (large appliances).
13. Any soil with contaminant levels exceeding those defined for Urban Park Land by the Contaminated Sites Regulation of the Environmental Management Act of British Columbia.
14. Wire in excess of 1% by weight of the contents of the receptacle.
15. Tires.
16. Any material or substance defined as "Hazardous Waste" under the Environmental Management Act of British Columbia.
17. Lead-acid batteries.
18. Propane tanks.
19. Medications and pharmaceuticals.
20. Paint.
21. Desktop and laptop computers, desktop servers and printers (including computer monitors, keyboards, mouse, and cables).
22. Televisions.
23. Beverage containers with deposits.
24. Any other material which the City Engineer or Medical Health Officer considers hazardous or unsuitable to handle.

SCHEDULE E

MATERIALS PROHIBITED FROM THE VANCOUVER LANDFILL AND TRANSFER STATION

The following wastes are prohibited from disposal at the Vancouver Landfill and Vancouver South Transfer Station:

1. Pathogenic, radioactive, toxic and biomedical waste, including sharps.
2. Any material or substance defined as 'Hazardous Waste' under the Environmental Management Act of British Columbia.
3. Liquid wastes and sludges.
4. Explosive substances.
5. Chemicals or other materials which may create hazardous working conditions.
6. Inflammable materials.
7. Materials hot enough to start combustion.
8. Automobile bodies or boat hulls.
9. Oil, petroleum by-products, oil filters and empty oil containers.
10. Dead animals and animal parts (including bones, feathers, skin, hair, nails and teeth).
11. All forms of excrement.
12. Barrels, drums, pails and other large liquid containers, whether full or empty.
13. Lumber, timber, logs, etc., longer than 3.6 metres.
14. Solid objects larger in cross section than 3500 cm if longer than 2.5 metres.
15. Fabricated objects wider or thicker than 1.2 metres and longer than 2.5 metres.
16. Any soil with contaminant levels exceeding those defined for Urban Park Land by the Contaminated Sites Regulation of the Environmental Management Act of British Columbia.
17. Coated or uncoated wire or cable in excess of 1% by weight of any load.
18. Tires.
19. Commercial loads of dry cell batteries.
20. Lead-acid batteries.
21. Gypsum.
22. Paint.
23. White goods (large appliances) and other large metallic waste.
24. Propane tanks.
25. Medications/pharmaceuticals.
26. Desktop and laptop computers, desktop servers and printers (including computer monitors, keyboards, mouse, and cables).
27. Televisions.
28. Beverage containers with deposits.
29. Any other material deemed by the City Engineer as unacceptable for disposal at the Vancouver Landfill or Vancouver South Transfer Station.

SCHEDULE F

MATERIALS RESTRICTED FROM GARBAGE CONTAINERS AND THE VANCOUVER LANDFILL AND TRANSFER STATION

A surcharge of 50% on the tipping fee may be assessed on garbage loads disposed at the Vancouver Landfill or Vancouver South Transfer Station that contain 5% or more by volume one or more of the following materials:

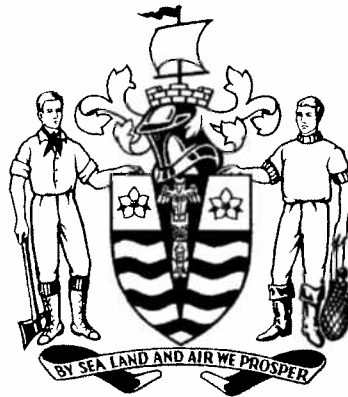
1. Newsprint.
2. Flyers.
3. Corrugated cardboard.
4. Boxboard.
5. Magazines and catalogues.
6. Telephone directories.
7. Office and household paper (including junk mail, envelopes, writing paper, and computer paper).
8. Paper egg cartons, rolls, bags, gift wrap, and cards.
9. Glass bottles and jars.
10. Ferrous and non-ferrous metal cans and tins.
11. Rigid plastic containers identified by the SPI Code #1 (Polyethylene Terephthalate or PET) or SPI Code #2 (High Density Polyethylene or HDPE) or SPI Code #4 (Low Density Polyethylene or LDPE) or SPI Code #5 (Polypropylene or PP).
12. Aluminum trays and foil.
13. Yard waste.
14. Any other material deemed by the City Engineer to be recyclable.

EXPLANATION**Vancouver Development Cost Levy By-law**

The attached by-law will implement Council's resolution of October 28, 2008 to modernize the city-wide development cost levy by-law.

Director of Legal Services
November 25, 2008

**CITY OF VANCOUVER
BRITISH COLUMBIA**



**VANCOUVER DEVELOPMENT COST
LEVY BY-LAW NO. _____**

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BY-LAW NO. _____



**A By-law to impose development
cost levies in the general area of the city**

PREAMBLE

Council is satisfied that the amounts raised by levies imposed by this By-law in the general area are unlikely to exceed the estimated costs of projects for the general area.

Council has determined that imposing levies in the amounts set out in this By-law in the general area to contribute to the costs of projects for the general area are fair and equitable.

Council is excluding those areas of land described in Part 1 of Schedule A from this By-law because Council has previously determined that development anticipated in those areas will contribute to the need to provide capital projects, and has previously imposed development cost levies with respect to those areas.

Council is excluding those areas of land described in Parts 2 and 3 of Schedule A from this By-law because Council has previously determined that development anticipated in those areas will contribute to the need to provide capital projects, and has previously provided for them by way of official development plans, comprehensive district rezoning, alternate funding arrangements, or other appropriate measures.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

**SECTION 1
INTERPRETATION**

Name of By-law

1.1 The name of this By-law, for citation, is the "Vancouver Development Cost Levy By-law".

Definitions

1.2 In this By-law:

"building permit" means a building permit issued under the Building By-law;

"day care" means the use of premises operated as a community care facility by one or more persons licensed under the Community Care and Assisted Living Act of British Columbia, as amended or replaced from time to time, on a not for profit basis, for "group day care", "preschool", "special needs day care", "emergency care", "child

“minding”, or “out of school care”, in accordance with Child Care Licensing Regulation B.C. Reg. No. 319/89, as amended or replaced from time to time, and may include the use of flexible space operated for child services as determined by the Director of Social Planning for the city but excludes premises operated for “family child care”;

“development” means any construction, alteration, or extension of all or part of a building or structure that requires issuance of a building permit, and includes a surface parking lot but excludes repair or renovation work, being repair or renovation of a building or structure that does not increase the floor area of that building or structure;

“floor area” means the floor area of a development set out in the development permit that applies at the time of entitlement to delivery of the building permit authorizing the development;

“general area” means all land within the boundaries of the city except for those areas of land described in Parts 1, 2, and 3 of Schedule A;

“industrial zone” means:

- (a) any zoning district designated as “Industrial” by section 9.1 of the Zoning and Development By-law, and
- (b) the land zoned by CD-1 By-law No. 6654 with respect only to those uses that the by-law permitted on the date of its enactment;

“levy” means development cost levy;

“parking garage” means all or a portion of a building or structure the principal or intended principal use of which is the parking or storage of motor vehicles but excludes all or a portion of a building or structure that provides no more than four motor vehicle parking or storage spaces accessory to a residential use;

“prime rate” means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia as the base rate that the Bank uses to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate;

“project” means any capital project described in section 2.2;

“replacement housing” has the meaning given to it in section 523D(2.2) of the Vancouver Charter;

“school” means an institution of learning regularly giving instruction to children that is either:

- (a) under the jurisdiction of The Board of School Trustees of School District No. 39 (Vancouver) constituted under the *School Act*, or

- (b) accepted by the Ministry of Education of the Province of British Columbia, or its successor in function, as providing instruction equivalent to that furnished in the schools referred to in subparagraph (a) above;

“social housing”, for the purpose of section 523D(10)(d) of the Vancouver Charter, means:

- (a) housing in which households with incomes below core-need income thresholds occupy at least 30% of the dwelling units,
- (b) rental housing owned by or on behalf of the city, Province of British Columbia, or Canada,
- (c) rental housing owned by a non-profit corporation, or
- (d) housing owned by a non-profit co-operative association,

and where, in respect of subsections (b), (c), and (d), the registered owner or ground lessee of the freehold or leasehold title to the land upon which the housing is situate has granted to the city a section 219 covenant, housing agreement, or other security securing the housing commitments required by the city, on terms and conditions satisfactory to the city, and registered against the freehold or leasehold title with such priority of registration over other liens, charges, and encumbrances as the city may require;

“surface parking lot” means a parking lot established on the surface of land that has no portion of a building or structure above or below it; and

“temporary building” means a temporary building, structure, or shelter for which a building permit is necessary under the Building By-law.

Table of contents

1.3 The table of contents for this By-law is for convenient reference only, and is not for assistance in interpreting or enforcing this By-law.

Schedules

1.4 The schedules attached to this By-law form part of this By-law.

Severability

1.5 A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law and is not to affect the balance of this By-law.

**SECTION 2
LEVY AREA AND PROJECTS**

Levy area

2.1 Council designates that the general area is subject to imposition of a levy under this By-law.

Projects

2.2 Council has determined that:

- (a) in the case of capital projects other than replacement housing, development anticipated to take place in the general area will contribute to the need to provide one or more of the types of projects set out in the first column of section 2.3, in all or part of the general area, and having the estimated cost set out in the second column opposite it; and
- (b) in the case of replacement housing, development anticipated to take place in the general area will contribute to the need to provide replacement housing set out in the first column of section 2.3, inside or outside the general area, and having the estimated cost set out in the second column opposite it.

Types of projects

2.3 Projects and estimated costs in the general area are:

<u>Types of Projects</u>	<u>Estimated Cost</u>
Constructing, altering, expanding, or replacing sewage, water, drainage, and highway facilities	\$115,000,000
Providing and improving park land	\$556,500,000
Establishing day care facilities, and acquiring property for such facilities	\$94,000,000
Providing or assisting in providing replacement housing	\$494,170,000

**SECTION 3
DEVELOPMENT COST LEVIES**

Imposition of levies

3.1 Subject to this By-law, Council imposes, on every person entitled to delivery of a building permit authorizing development in the general area, the levies set out in section 3.2.

General area levy

3.2 The levy for the general area is \$64.59 for each square metre of floor area in the development authorized for construction under the building permit, except that for:

- (a) a development that includes a residential use and consists of a floor space ratio of 1.2 or less, the levy is \$18.84 for each square metre of residential floor area;
- (b) a development in an industrial zone, the levy is \$25.83 for each square metre of such floor area except floor area used for a dwelling use, housekeeping unit or sleeping unit, as defined under the Zoning and Development By-law;
- (c) a school use, the levy is \$5.49 for each square metre of such floor area;
- (d) a parking garage, the levy is \$1.08 for each square metre of such floor area;
- (e) a day care use, the levy is \$10.00 in respect of each building permit;
- (f) a temporary building, the levy is \$10.00 in respect of each building permit; and
- (g) a community energy centre, being an energy supply facility that provides heat energy in the form of hot water to buildings through a thermal distribution network that links the community energy centre with an energy transfer station in each building, and that includes separate loops for the supply and return of heat energy in the form of hot water, the levy is to be \$10.00 in respect of each building permit.

Application of levy to less than four dwelling units

3.3 A levy is payable where a building permit authorizes the construction, alteration, or extension of a building that, after the construction, alteration, or extension, will:

- (a) contain less than four self-contained dwelling units;
- (b) be put to no other use other than residential use in those dwelling units; and
- (c) in the case of an alteration or extension include an addition of 46.5 m² or more of floor area.

Alteration or extension of existing building or structure

3.4 If a development consists only of the alteration or extension of an existing building or structure to increase its floor area, the levy applies only to the additional floor area.

Staged development

3.5 If a development takes place in stages authorized by separate building permits, a levy is payable, under section 3.2 with respect to each such building permit.

Aggregate levy

3.6 If a development includes uses, or buildings or structures, to which different levies apply, the levy for the development is to be the aggregate of them.

Payment of levy by installments

3.7 Rather than paying a levy upon issuance of a building permit, the person responsible for payment of the levy, at the time and as a condition of issuance of the building permit, may:

- (a) pay \$100.00 to the city; and
- (b) post with the city an irrevocable and unconditional letter of credit for the balance of the amount of the levy, together with an amount equal to one year's interest thereon at a rate that is two percent above the prime rate on the day of application for the building permit, for a term of not less than 12 months.

Realization on security

3.8 The city may realize on the letter of credit referred to in section 3.7, or on any renewal of it:

- (a) within 30 days before the date of its expiry unless, before the date 11 months following the date of its issuance, the person who posted the letter of credit or its renewal posts with the city a renewal or further renewal of the letter of credit on the same terms and conditions as the original letter of credit except that fixing of the prime rate is to occur on the day of renewal or further renewal of the letter of credit; or
- (b) if the levy that it secures remains unpaid on the date of issuance of the occupancy permit permitting occupancy of the development in respect of which the levy is payable.

Default in payment of levy installments

3.9 If a levy payable by installments under section 3.7 of this By-law or any portion of it remains unpaid after its due date, Council authorizes the Collector of Taxes to insert the amount of the levy, or unpaid portion, in the real property tax roll as a charge imposed with respect to the parcel or parcels in relation to which the city issued the building permit.

Change in use of excluded floor area

3.10 If the conversion of space that is not floor area to a use that makes it floor area occurs Council deems such space to be floor area as at the date of issuance of the building permit authorizing its development.

Change in use of excluded land or development

3.11 If the development or change of use of land or a building or structure, that is exempt from a levy, makes it subject to a levy, such levy is due and payable at the time of such development, alteration, or change of use.

**SECTION 4
REPEAL AND ENACTMENT**

Repeal

4.1 Council repeals By-law No. 8149.

Force and effect

4.2 This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

SCHEDULE A - PART 1

Those areas of land listed in Column 1, and designated or described,
as at January 28, 2000, in the repealed by-laws listed in Column 2

Column 1	Column 2
Downtown South Development Cost Levy Area	By-law No.6924
Burrard Slopes Development Cost Levy Area	By-law No.7342
Arbutus Neighbourhood Development Cost Levy Area	By-law No.7500
Dundas-Wall Street Neighbourhood Development Cost Levy Area	By-law No.7608
Oakridge/Langara Neighbourhood Development Cost Levy Area	By-law No.7630
Triangle West Neighbourhood Development Cost Levy Area	By-law No.7847
Cedar Cottage MC-1/Welwyn Street Development Cost Levy Area	By-law No.7862

SCHEDULE A - PART 2

Those areas of land listed in Column 1, and designated or described,
as at January 28, 2000, in the by-laws listed in Column 2

Column 1	Column 2
Lands zoned CD (Comprehensive Development District) and subject to the False Creek North Official Development Plan	By-law No. 6650
Lands zoned CD (Comprehensive Development District) and subject to the Coal Harbour Official Development Plan	By-law No. 6754
Lands zoned CD-1 #139 (Champlain Heights South)	By-law No. 5381
Lands zoned CD-1 #237 (Blocks 68 and 69)	By-law No. 6475
Lands zoned CD-1 #247 (Riverside East)	By-law No. 6533
Lands zoned CD-1 #264 (Station LaFarge)	By-law No. 6744
Lands zoned CD-1 #314 (Collingwood Village)	By-law No. 7203
Lands zoned CD-1 #321 (Bayshore)	By-law No.7232
Lands zoned CD-1 #326 (Arbutus Neighbourhood)	By-law No.7317
Lands zoned CD-1 #341 (Arbutus Neighbourhood)	By-law No.7461
Lands zoned CD-1 #347 (Arbutus Neighbourhood)	By-law No.7654
Lands zoned CD-1 #380 (Arbutus Neighbourhood)	By-law No.7879

SCHEDULE A - PART 3

PID 024-041-238
Lot B

PID 024-041-246
Lot C

PID 024-041-254
Lot D

Public Harbour of Burrard Inlet
New Westminster District
Plan LMP36518

EXPLANATION

Procedure By-law

The attached by-law will implement Council's resolution of October 30, 2008 to establish an updated Procedure By-law.

Director of Legal Services
November 25, 2008

**CITY OF VANCOUVER
BRITISH COLUMBIA**



PROCEDURE BY-LAW NO.

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BY-LAW NO.

A By-law to regulate the procedures of Council and its committees and other bodies

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

SECTION 1 INTERPRETATION

Name of By-law

1.1 The name of this By-law, for citation, is the "Procedure By-law".

Definitions

1.2 In this By-law:

"advisory committee" means a committee of persons appointed by Council, who are not Council members or staff members, to advise Council, staff, or the Mayor;

"hearing" means a hearing under section 275 or 278 of the Vancouver Charter or an appeal under section 277 of the Vancouver Charter or section 36(7) of the Motor Vehicle Act;

"interested person" means a person who has a right to a hearing with regard to:

- (a) the refusal of that person's application for a business license under the License By-law or a chauffeur's permit or vehicle for hire license under the Vehicles for Hire By-law, or
- (b) the suspension, revocation, or cancellation of that person's business license, chauffeur's permit, or vehicle for hire license;

"public delegation" means a member of the public or representative of an organization who addresses Council, a standing committee, a public hearing, or a court of revision about a specific item on the agenda of a meeting; and

"section 277.1 delegation" means one or more Council members appointed by Council, under section 277.1 of the Vancouver Charter, as delegates to hold a hearing.

Reference

1.3 If neither the Vancouver Charter nor this By-law answers a question about procedure, the most recent edition of Robert's Rules of Order Newly Revised is to apply.

Table of contents

1.4 The table of contents for this By-law is for convenient reference only, and is not for assistance in interpreting or enforcing this By-law.

Severability

1.5 A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law and is not to affect the balance of this By-law.

SECTION 2 COUNCIL MEETINGS

Regular meetings

2.1 Council must hold regular meetings:

- (a) on such dates and at such times and places as Council resolves; and
- (b) immediately after each standing committee meeting.

First regular meeting

2.2 Council, at its first regular meeting, may establish standing committees for City Services and Budgets, Planning and Environment, and Transportation and Traffic, which generally consist of all Council members.

Recess or adjournment of regular meeting

2.3 Each regular meeting:

- (a) in the morning must recess or adjourn at noon whether or not the order of business is complete, unless 2/3 of the Council members present pass a motion to extend the meeting by one hour or less;
- (b) in the morning must adjourn not later than 1:00 p.m. if an afternoon regular meeting is to follow;
- (c) in the afternoon must recess or adjourn at 6:00 p.m. whether or not the order of business is complete, unless 2/3 of the Council members present pass a resolution to extend the meeting by one hour or less;
- (d) in the afternoon must adjourn not later than 7:00 p.m. if an evening regular meeting is to follow; and
- (e) must adjourn by 10:00 p.m., unless the Council members present unanimously pass a resolution to extend the meeting by one hour or less.

Special meetings

2.4 Council must hold special meetings on the dates and at the times required by:

- (a) the Mayor; or
- (b) a majority of Council members by written notice to the City Clerk.

Nature of special meetings

2.5 Notice of a special meeting must describe briefly the nature of the business to be transacted.

Change in meeting

2.6 Council may resolve to cancel, or change the date, time, or place of, any meeting.

Notice of meeting

2.7 The City Clerk must give notice of the date, time, and place of each regular meeting by:

- (a) posting the annual schedule of all regular meetings each year in at least two locations in City Hall at 453 West 12th Avenue, Vancouver, BC; and
- (b) making available the agenda for each meeting as set out in section 3.3.

SECTION 3 AGENDA AND ORDER OF BUSINESS

Purpose of agenda

3.1 An agenda constitutes notice of all business included in that agenda which Council is to conduct at the meeting to which the agenda refers, and adoption of the agenda at such meeting is not necessary.

Contents of agenda

3.2 The agenda for each meeting must reflect the order of business set out in section 3.5, 3.6, or 3.7.

Publication of agenda

3.3 The City Clerk must:

- (a) deliver a copy of the agenda for each meeting to each Council member at his or her office at City Hall no later than noon on the day preceding the regular meeting; and

- (b) make a copy of the agenda for each meeting available to the public at City Hall in advance of the meeting.

Conduct of business

3.4 Council must conduct business in the order set out in the agenda except:

- (a) for appointment of a Chair under section 4.1(c); or
- (b) if Council resolves, by a 2/3 vote of Council members present, without debate, to change the order of business;

and, at a special meeting, must conduct only the special business described in the agenda.

Order of business at regular meeting

3.5 The order of business at each regular meeting, except for a regular meeting that follows a standing committee meeting, is to be:

- (a) roll call;
- (b) adoption of minutes;
- (c) items on consent;
- (d) report references;
- (e) unfinished business including items on the agenda of the immediately preceding:
 - (i) regular meeting that Council, at that meeting, did not consider or did not finish considering, and
 - (ii) standing committee meeting that the committee, at that meeting, did not finish considering;
- (f) communications;
- (g) administrative reports;
- (h) policy reports;
- (i) other reports;
- (j) by-laws;
- (k) motions;
- (l) notices of motion;

- (m) new business;
- (n) enquiries and other matters to give Council members the opportunity to ask questions about items not under debate, and to request information in the form of information memos from the City Manager.

Order of business at regular meeting following standing committee meeting

3.6 The order of business at each regular meeting that follows a standing committee meeting, is to be:

- (a) roll call;
- (b) report of the standing committee;
- (c) unfinished business;
- (d) urgent business;
- (e) by-laws.

Order of business at special meeting

3.7 The general order of business at each special meeting is to be:

- (a) roll call;
- (b) the special business described in the notice referred to in section 2.5.

SECTION 4 CHAIR

Appointment of Chair

4.1 The Chair at each meeting is to be:

- (a) the Mayor;
- (b) in the Mayor's absence, the Deputy Mayor; or
- (c) in the Mayor's or Deputy Mayor's absence when the City Clerk calls the meeting to order, the Council member Council chooses, as its first item of business after roll call, to serve as the Chair for that meeting;

but, if the Deputy Mayor, in the Mayor's absence, or Mayor joins a meeting in progress, the Deputy Mayor, in the Mayor's absence, or Mayor is to act as Chair for the remainder of that meeting.

Points of order and privilege

4.2 At each meeting, the Chair must:

- (a) maintain order and preserve decorum;
- (b) call a Council member to order;
- (c) rule on each point of order and each point of privilege;
- (d) rule on which Council member has a right to speak; and
- (e) rule on whether or not a motion or amendment to motion is out of order.

Motion out of order

4.3 The Chair may refuse to open a motion for debate if the Chair decides the motion is out of order because it:

- (a) is not compatible with the purposes and objects of the Vancouver Charter including the good rule and government of the City, or the health, safety, and welfare of its inhabitants;
- (b) conflicts with a law or by-law;
- (c) subject to section 9.8, conflicts with or presents substantially the same question as a motion Council has previously decided at the same meeting, or the matter is still within the control of Council because not finally disposed of;
- (d) subject to section 9.9, conflicts with a resolution previously passed and still in force;
- (e) has been referred to a committee or postponed to a later date and time;
- (f) is dilatory, incorrect, frivolous, or rude; or
- (g) fails to meet any other characteristic or condition that applies to stating a motion;

but, in doing so, the Chair must explain the application of the rules of procedure.

Statement of rule

4.4 Any Council member may rise, at any time, to a point of order or point of privilege but, for a point of order, must immediately and without debate state the rule of order being breached.

Chair's status in debate

4.5 The Chair:

- (a) immediately before participating in debate, must relinquish the chair to the person next entitled, under section 4.1, to assume the chair; and
- (b) may then participate in debate on the same basis, and subject to the same rights and restrictions, as other Council members.

Expulsion

4.6 The Chair may expel from a meeting a Council member who refuses to come to order.

Return after expulsion

4.7 If an expelled Council member advises the Chair, through the City Clerk, that the Council member wishes to apologize:

- (a) the Chair must so advise Council;
- (b) Council, by a 2/3 vote of Council members present, without debate, may permit the Council member to return to the public podium;
- (c) the Council member must apologize immediately to Council for the conduct that caused the expulsion; and
- (d) Council, by a 2/3 vote of Council members present, without debate, may end the expulsion.

SECTION 5 CONDUCT OF MEMBERS

Speaking

5.1 A Council member who wishes to speak must:

- (a) rise unless a disability prevents the Council member from doing so;
- (b) wait for recognition from the Chair;
- (c) address only the Chair; and
- (d) speak only to those matters referred to in and permitted by this By-law.

Rules of conduct

5.2 A Council member must:

- (a) not interrupt another Council member who is speaking, except to raise a point of order or point of privilege or to request a statement of the rule that applies to a point of order;

- (b) if called to order by the Chair, sit down and cease speaking;
- (c) on adjournment, remain in his or her place until the Chair leaves the chair;
- (d) not disturb, disrupt, or delay the conduct of business at a meeting;
- (e) not use unparliamentary, rude, or offensive language, or engage in unparliamentary, rude, or offensive conduct;
- (f) not, by words, tone, manner of speaking, or gesticulation, express any opinion or make any allegation that, directly or indirectly, reflects upon the character of any person or group of persons;
- (g) not question the motives of a Council member; and
- (h) not disobey a decision of the Chair or Council.

Food and beverage restrictions

5.3 Council members and other persons must not bring food or beverages, except for beverages in cups, into the Council chamber.

SECTION 6 MEETING PROCEDURES

Entry on floor

6.1 Only Council members, and those persons permitted by the Chair or City Clerk to do so, may enter the Council floor during a meeting.

Call to order

6.2 As soon after the time a meeting is to start that a quorum is present, the Chair, or, in the Chair's absence, the City Clerk, must call the meeting to order.

Absence of quorum

6.3 If, within 30 minutes after a meeting is to start, no quorum is present, the City Clerk must read the roll, record the result in the minutes, and declare the meeting cancelled.

Minutes

6.4 At each regular meeting, Council must approve the minutes of the previous regular meeting, and of any previous special meeting, either as circulated with the agenda or as amended by Council.

Recommendations by blanket motion

6.5 If no Council member requires debate on particular recommendations of the City Manager or City staff, and if Council does not decide otherwise, Council may vote on and adopt such recommendations in one motion.

Questions

6.6 At a meeting that is not a special meeting, any Council member may ask a question about a matter before Council that is not a motion, or about City affairs, but the Council member must:

- (a) not include in the question any argument or opinion or any facts except those necessary to explain the question;
- (b) address the question to the Chair or, through the Chair, to another Council member or to the City Manager;
- (c) not spend more than five minutes in total asking any question or questions; and
- (d) ask a question about a matter not then under debate only under enquiries and other matters in the agenda.

Answers

6.7 A person who answers a question referred to in section 6.6 must:

- (a) do so factually;
- (b) limit the answer strictly to the terms of the question; and
- (c) give an immediate oral answer to Council or, after the meeting, circulate a written answer to all Council members, the City Manager, and the City Clerk.

Suspension of rule of order

6.8 Council, by a 2/3 vote of Council members present, without debate, may suspend a rule of order for the remainder of the meeting or for a stipulated portion of the meeting.

Adjournment

6.9 If Council resolves to adjourn, the meeting will stand adjourned after Council:

- (a) resolves whether or not to consider adoption of any recommendations of the committee of the whole; and
- (b) resolves whether or not to consider enactment of any proposed by-laws.

**SECTION 7
COMMITTEE OF THE WHOLE**

Committee of the whole

7.1 Council may resolve at any time to go into committee of the whole to discuss items of business on a less formal basis.

Committee of the whole procedures

7.2 The provisions of this By-law that apply to meetings of Council apply, with the necessary changes, to meetings of the committee of the whole except that:

- (a) a motion does not require a second; and
- (b) a Council member may not move to adjourn.

Rising and reporting

7.3 The committee of the whole, by a 2/3 vote of Council members present, without debate, must rise and report to Council on all recommendations and motions considered by the committee.

**SECTION 8
REPORTS TO COUNCIL**

Recommendation in report not a motion

8.1 A recommendation in a report does not constitute a main motion unless a Council member moves the motion.

Report received for information

8.2 If the recommendation in a report is to "receive for information", no vote is necessary unless a Council member moves a main motion in its place.

**SECTION 9
MOTIONS AT COUNCIL MEETINGS**

Form of motion

9.1 A motion must be clear, concise, in writing, and legible.

Main motion

9.2 A Council member may make a main motion only when no business is pending.

Seconding a motion

9.3 Unless this By-law otherwise provides, consideration of a motion first requires a Council member, other than the Council member who brought the motion, to second it.

Withdrawal of motion

9.4 Once Council members have moved and seconded a motion, and the Chair has stated the motion, only the Council member who moved the motion may withdraw it, and then only with the unanimous consent of Council members present.

Council member's motion restricted while main motion under debate

9.5 When a main motion is under debate, a Council member may not make another motion except for:

- (a) a privileged motion to:
 - (i) fix the time to which to adjourn,
 - (ii) adjourn the meeting,
 - (iii) recess the meeting, or
 - (iv) raise a point of privilege;
- (b) a subsidiary motion to:
 - (i) set the motion aside temporarily, within the course of the meeting, to take up other business,
 - (ii) call for the vote,
 - (iii) postpone to a certain time or later date and time,
 - (iv) postpone until after a certain event or condition occurs,
 - (v) refer,
 - (vi) amend, or
 - (vii) receive for information, and take no further action; or
- (c) an incidental motion to:
 - (i) raise a point of order,
 - (ii) appeal the decision of the chair, or
 - (iii) suspend the rules.

Raising of incidental motion

9.6 The Chair must take up immediately an incidental motion raised by a member.

Adjournment

9.7 A motion to adjourn is always in order except that if Council defeats such a motion, a Council member may not move another motion to adjourn until Council has resolved at least one other item of business.

Reconsideration of the vote on a motion at same meeting

9.8 Council may reconsider the vote on a motion only as follows:

- (a) the Council member moving to reconsider must do so at the same meeting at which Council passed or defeated the motion;
- (b) the Council member moving to reconsider must have voted with the majority;
- (c) the motion to reconsider requires a second;
- (d) the motion to reconsider is not amendable but is debatable if the motion was debatable;
- (e) Council must not reconsider if any person has taken action based on the motion, or if the same result is obtainable by other parliamentary means; and
- (f) Council must not reconsider the vote on a motion to reconsider an original motion;

and, if Council resolves to reconsider the vote on a motion, Council must consider the motion as though Council had never voted on it.

Rescission of resolution at subsequent meeting

9.9 Council may rescind a motion passed at a previous meeting in the Council's current term only as follows:

- (a) the Council member bringing forward the motion to rescind must have voted with the majority;
- (b) the motion to rescind requires a second;
- (c) no person may have taken action based on the motion, or the same result must be obtainable by other parliamentary means;
- (d) the motion to rescind is debatable and amendable; and
- (e) passage of a motion to rescind requires the 2/3 vote of Council members present.

Reconsideration of failed motion in previous 365 days of current term

9.10 Council may pass a motion that failed within the lesser of the current term of Council or the previous 365 days only as follows:

- (a) the Council member moving to pass the failed motion must not do so at the same meeting at which Council defeated the motion;
- (b) the Council member moving to pass must have voted with the majority;
- (c) the motion to pass requires a second;
- (d) the motion to pass is debatable and amendable;
- (e) Council must not pass a failed motion if any person has taken action based on its failure, or if the same result is obtainable by other parliamentary means; and
- (f) passage of the failed motion requires the majority vote of Council members present.

Resubmission of failed motion after current term or 365 days

9.11 Council may pass a motion it has defeated in the previous term of Council or more than 365 days ago.

SECTION 10 MEMBERS' MOTIONS

Council member's notice of motion for future meeting

10.1 If a Council member wishes to move a motion at a future regular meeting:

- (a) the Council member must deliver a notice of motion, in written and electronic format, to the City Clerk;
- (b) the notice of motion must set out the motion;
- (c) the notice of motion must stipulate the date of the regular meeting at which the Council member intends to move the motion, which must not be a meeting that follows a standing committee meeting; and
- (d) on or before 5 p.m. Monday of the week preceding the week in which the meeting will occur, the City Clerk must add the motion to the agenda for the meeting.

Council member's notice of motion at meeting for future meeting

10.2 If a Council member wishes to give notice, at a regular meeting, of his or her intention to move a motion at a future regular meeting:

- (a) the Council member must first deliver to the City Clerk, at the meeting, a written notice of motion;
- (b) the notice of motion must set out the motion;
- (c) the notice of motion must stipulate the date of the regular meeting at which the Council member intends to move the motion, which must not be a meeting that follows a standing committee meeting;
- (d) the City Clerk must distribute a copy of the notice of motion to each Council member; and
- (e) the City Clerk must add the motion to the agenda for the regular meeting as indicated in section 10.2(c).

Council member's motion as new business

10.3 If a Council member wishes to move a motion at a regular meeting as new business:

- (a) the Council member may do so only at a regular meeting that does not follow a standing committee meeting;
- (b) the Council member must first deliver to the City Clerk, at the meeting, a written copy of the motion;
- (c) the City Clerk must distribute a copy of the motion to each Council member; and
- (d) before debate begins, any Council member may call for notice of the motion, in which case:
 - (i) the calling of the notice is not debatable, and
 - (ii) the Chair must place the motion on the agenda for the next regular meeting.

Council member's motion urgent

10.4 Despite section 10.3, a Council member may move a motion at a regular meeting that follows a standing committee meeting as business that requires the urgent attention of Council in connection with public health or safety, a financial or legal matter of significance to the city, or a request for a leave of absence.

Chair's ruling on urgent motion

10.5 If the Chair rules that a motion referred to in section 10.4 is:

- (a) urgent, Council must deal with the motion at the same meeting;
- (b) not urgent, section 10.1 applies.

Moving Council member's motion

10.6 A Council member who brings a motion under this Section 10 must not take more than one minute to move the motion, and must not recite the preamble.

SECTION 11 DEBATE ON MOTIONS

Speaking to motion

11.1 A Council member must not speak to a motion for more than five minutes unless Council resolves to permit the member one five minute extension, and, in either case, must not speak to the motion again until every other member has spoken, or has had the opportunity to speak, to it.

Reply to motion

11.2 A Council member who has moved a main motion may reply, despite section 11.1, for not more than five minutes but a Council member who has moved an amendment to a main motion may not reply.

Reading of motion

11.3 A Council member may require the City Clerk to read a motion under debate but, in doing so, must not interrupt another Council member who is speaking to the motion.

SECTION 12 VOTING AT COUNCIL MEETINGS

Separate voting on issues

12.1 If a motion under debate is divisible into separate parts, a Council member, after the Chair has called the question, may require a separate vote on each part.

Voting on amendments

12.2 Council must vote on amendments to main motions:

- (a) in the reverse order to that in which Council members moved them; and
- (b) before voting on the main motion.

Limitation on amendments

12.3 During debate on a main motion, Council members may move only one amendment to the main motion and only one amendment to that amendment.

Call for vote

12.4 If Council members move and second a motion to take the vote on a motion under debate:

- (a) the Chair must put the motion to take the vote;
- (b) Council members must vote without further debate; and
- (c) carrying the motion requires a 2/3 vote of the Council members present.

Voting protocol

12.5 After the Chair puts the question on a motion and until the Chair declares the result of the vote on the motion, Council members must:

- (a) take their seats, and remain sitting;
- (b) not discuss the motion or make another motion; and
- (c) not cause any noise or other disturbance.

Voting procedure

12.6 The Chair must:

- (a) conduct the vote by calling for those Council members in favour of the motion, and then by calling for those Council members opposed to the motion;
- (b) after taking the vote, state the names of those Council members opposed to the motion, and instruct the City Clerk to enter those names in the minutes; and
- (c) at the request of a Council member, verify the results of the vote.

Carrying of the vote

12.7 Unless the Vancouver Charter or a by-law otherwise requires, carrying of the vote requires the affirmative vote of the majority of the Council members present at the meeting.

SECTION 13 STANDING COMMITTEES, SELECT COMMITTEES AND COMMITTEES COMPOSED ENTIRELY OF COUNCIL MEMBERS

Standing, select, and Council committee procedures

13.1 The provisions of this By-law are to apply, with the necessary changes, to standing committees, select committees, and committees composed entirely of Council members acting in that capacity, except as this Section 13 otherwise sets out.

Standing committee Chair

13.2 The Chair at each meeting of a standing committee is to be:

- (a) a member of that committee appointed by Council annually to be the Chair; or
- (b) in the Chair's absence, a member of that committee appointed by Council annually as the vice-chair;

but in the Chair's or Vice-Chair's absence when the City Clerk calls the meeting to order, the standing committee may choose a member of that committee to serve as the Chair, as its first item of business after roll call.

Order of business at standing committee meeting

13.3 The order of business at each standing committee meeting is to be:

- (a) roll call;
- (b) adoption of minutes;
- (c) items on consent;
- (d) reports including items on the agenda of the immediately preceding standing committee meeting of the same name that the committee, at that meeting, did not consider unless:
 - (i) Council specifies otherwise, or
 - (ii) the City Manager adds such items to the agenda of a meeting of another standing committee that is to take place in the same week as the next meeting of the standing committee that would otherwise consider such items.

Motion at standing committee

13.4 At a standing committee meeting:

- (a) a motion does not require a second; and
- (b) a member does not need to rise to speak.

Resolution at standing committee non-binding

13.5 A resolution passed at a standing committee meeting is not binding but, for consistency, a standing committee must pass a resolution by the same majority or 2/3 vote required of Council.

Report to Council

13.6 Each standing committee is to report to Council on all matters resolved including both affirmative and negative decisions.

Public delegation's permission to speak

13.7 A public delegation must not speak at a standing committee meeting unless, prior to the meeting, the public delegation has requested and obtained permission to speak from the City Clerk about any item on the agenda.

Public delegation's time limit for speaking

13.8 A public delegation must not speak to the standing committee for more than five minutes in total nor more than once.

Question to public delegation

13.9 A question posed to a public delegation or to staff by a member of the standing committee and the answer given must not exceed five minutes in total.

SECTION 14 ADVISORY COMMITTEES AND OTHER BODIES

Advisory committee term

14.1 The term of each advisory committee appointed by Council is to end on the first Monday following December 1 in the year of a general local election.

Advisory committee procedures

14.2 The provisions of this By-law are to apply, with the necessary changes, to advisory committee meetings except as this Section 14 otherwise sets out.

Particulars of advisory committees

14.3 In appointing an advisory committee, Council may:

- (a) adopt terms of reference for the advisory committee including:
 - (i) the purpose of the advisory committee,
 - (ii) the composition of the members,
 - (iii) the length of each member's term,
 - (iv) a requirement for the advisory committee to report either to Council or to staff,
 - (v) the frequency and scheduling of meetings, and
 - (vi) a statement from the City Clerk identifying the staff and other resources the advisory committee will require for support;
- (b) name the advisory committee members; and
- (c) appoint a Chair.

First advisory committee meeting

14.4 The City Clerk or a person authorized by the City Clerk must call the first advisory committee meeting to order but, if Council has not appointed a Chair, the advisory committee members, as their first order of business after roll call, must determine by resolution the member who is to serve as the Chair for that meeting.

Quorum at advisory committee meetings

14.5 A majority of the persons appointed to an advisory committee are to constitute a quorum.

Appointment of advisory committee Chair

14.6 The Chair at each advisory committee meeting is to be:

- (a) the Chair appointed by Council;
- (b) if Council does not appoint a Chair, the Chair appointed by the advisory committee; or
- (c) in the absence of the person referred to in section 14.6(a) or (b) when a meeting is to start, the committee member the advisory committee chooses, after the City Clerk calls the meeting to order, to serve as the Chair for that meeting;

but if the person referred to in section 14.6(a) or (b) joins a meeting in progress, that person will act as Chair for the remainder of the meeting.

Council members at advisory committee meetings

14.7 Any Council member may attend a meeting of an advisory committee but does not count for quorum, and must not debate motions, make or second a motion, or vote on any question.

City Clerk's duties re advisory committees

14.8 The City Clerk or a person authorized by the City Clerk must:

- (a) record the minutes of each meeting; and
- (b) distribute the minutes prior to the meeting at which the advisory committee is to adopt them.

Tie vote in advisory committee

14.9 The Chair of an advisory committee that records a tie vote must refer the motion to Council for consideration.

Committee resolutions

14.10 An advisory committee may act only by resolution but unless Council:

- (a) has expressly delegated to the advisory committee an executive or administrative power in respect of which the advisory committee passes a resolution; or
- (b) has expressly approved a resolution passed by the advisory committee;

no resolution passed by the advisory committee will bind the City.

Advisory committee reports

14.11 Each advisory committee of Council must report to a regular meeting of Council:

- (a) on all matters Council has referred to the advisory committee including both affirmative and negative decisions;
- (b) where the advisory committee requires Council's approval for passing a specific resolution; or
- (c) where, in the advisory committee's opinion, the City's interests so require.

Dissenting advisory committee reports

14.12 If an advisory committee submits a report to Council, a Council member of that advisory committee may submit a dissenting report to Council.

Comment on advisory committee reports

14.13 The City Manager must comment on all advisory committee reports to Council.

Other bodies

14.14 Boards, commissions, and other bodies established or authorized under the Vancouver Charter may adopt all or any of the provisions of this By-law.

SECTION 15 BY-LAWS

By-law circulation

15.1 The City Clerk must make available to each Council member each proposed by-law listed on the agenda for a meeting.

By-law reading

15.2 If requested by at least three Council members, the City Clerk, at the meeting that considers the proposed by-law, must read its title and contents.

By-laws by blanket motion

15.3 If no Council member requires debate or a separate vote on any particular proposed by-law, the Chair may introduce any number of such proposed by-laws in one motion, and refer to them only by their agenda reference numbers.

By-law by separate motion

15.4 If a Council member, under section 15.3, has requested debate or a separate vote on a particular proposed by-law:

- (a) the motion to enact proposed by-laws by reference to their agenda reference numbers will be deemed to exclude the particular proposed by-law;
- (b) after the vote, under section 15.3, on the group of by-laws referred to by their agenda reference numbers, a Council member may move enactment of the particular proposed by-law; and
- (c) Council members may debate or amend the particular proposed by-law.

By-law signing

15.5 A motion to enact a by-law must authorize the Mayor and City Clerk, after enactment, to sign and seal the by-law.

**SECTION 16
COMMUNICATIONS**

Legibility of communications

16.1 Communications intended for Council must be legible and signed by the writer.

Disposition of communications

16.2 The City Clerk must deal with any communication intended for Council that meets the requirements of section 16.1 by:

- (a) placing it on a Council or committee agenda;
- (b) submitting it to Council with a report from the City Manager or other City official;
- (c) circulating it to Council members for information, with a note of any action taken; or
- (d) referring it to the appropriate department for action and reply.

**SECTION 17
BUSINESS LICENSE AND CHAUFFEUR'S PERMIT HEARINGS**

Notice of intention to appeal

17.1 An interested person who wants a hearing by way of appeal must:

- (a) submit to the City Clerk, within 10 days after the date of the suspension or revocation of the business license, or refusal, suspension or cancellation of the chauffeur's permit, notice in writing of the person's intention to appeal; and
- (b) state concisely, in the notice, the grounds upon which the interested person is basing the appeal.

Notice of hearing

17.2 At least 14 days before the date of a hearing, the City Clerk must give written notice of the date, time, and place of the hearing to the interested person:

- (a) by mailing it by registered post to the address set out in the most recent application for the business license or chauffeur's permit;
- (b) by handing it to the interested person; or
- (c) if the interested person is a corporation, by mailing it by registered post to the registered office of the corporation.

Request for interpreter

17.3 An interested person must submit a request to the City Clerk for an interpreter to attend the hearing at least seven days before the date of the hearing.

Existence of section 277.1 delegation

17.4 A section 277.1 delegation comes into existence on the date, and at the time of commencement, of the hearing as stipulated in the resolution of Council delegating the holding of the hearing to the Council members comprising the section 277.1 delegation.

Quorum

17.5 The quorum for a section 277.1 delegation is three.

Call to order

17.6 As soon after the time a meeting is to start that a quorum is present, the Chair of Council or the section 277.1 delegation, or, in the Chair's absence, the City Clerk, must call the meeting to order.

Absence of quorum

17.7 If, within 30 minutes after a hearing is to start, no quorum of Council or the section 277.1 delegation is present, the City Clerk must read the roll, record the result in the minutes, and declare the meeting cancelled.

Conduct of hearing

17.8 Council or the section 277.1 delegation must hear any applications related to the conduct of the hearing immediately after the roll call for the hearing.

Opportunity to be heard

17.9 At the hearing, Council or the section 277.1 delegation must afford the opportunity to be heard to the interested person.

Absence of interested person from appeal

17.10 If an interested person fails to appear at a hearing by way of appeal on the date and at the time and place stipulated in the notice of hearing under section 17.2, Council or the section 277.1 delegation may treat the appeal as abandoned by the interested person.

Absence of interested person from hearing

17.11 If an interested person fails to appear at a hearing other than by way of appeal on the date and at the time and place stipulated in the notice of hearing under section 17.2, Council or the section 277.1 delegation may proceed with the hearing in the absence of the interested person.

Recording of the hearing

17.12 The City Clerk must make an audio recording of the hearing, and preserve it for the longer of two years after the hearing or the end of the then current Council term.

Decision

17.13 Subject to section 277.1(4) of the Vancouver Charter at the conclusion of a hearing, Council or the section 277.1 delegation may render its decision, or may adjourn the hearing and set a date, time, and place to re-convene the hearing in order to render the decision.

**SECTION 18
REPEAL AND ENACTMENT**

Repeal

18.1 Council repeals By-law No. 8554.

Enactment

18.2 This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION

Procedure By-law

The attached by-law will implement Council's resolution of October 30, 2008 to establish an updated Procedure By-law.

Director of Legal Services
November 25, 2008

EXPLANATION**License By-law amending by-law
regarding appeals from license suspensions**

The attached by-law will implement Council's resolution of October 30, 2008 to amend the License By-law.

Director of Legal Services
November 25, 2008

BY-LAW NO. _____



**A By-law to amend License By-law No. 4450
regarding appeals from license suspension**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council repeals subsections (1), (2), and (3) of Section 8 of the License By-law.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION

Vehicles for Hire By-law amending by-law regarding vehicles for hire license appeals

The attached by-law will implement Council's resolution of October 30, 2008 to amend the Vehicles for Hire By-law.

Director of Legal Services
November 25, 2008

BY-LAW NO. _____

A.

**A By-law to amend
Vehicles for Hire By-law No. 6066
regarding vehicle for hire license appeals**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council repeals sections 7(4) and 10 of the Vehicles for Hire By-law.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**A By-law to amend the TIPP annual interest rate**

On July 22, 2008, Council approved decreasing the TIPP annual interest rate from 1.75% to 1.55%, and this amending by-law puts such amended rate into effect retroactively from and after August 1, 2008.

Director of Legal Services
November 25, 2008

BY-LAW NO. _____



**A By-law to amend Tax Prepayment By-law No. 4804
to amend the annual rate of interest for payments in advance
through the Tax Instalment Prepayment Plan**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. From section 6 of the Tax Prepayment By-law, Council strikes out "1.75%", and substitutes "1.55%".
2. This By-law is retroactive to, and Council deems this By-law to have come into force and taken effect on, August 1, 2008.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 18 West Hastings Street**

After the public hearing on September 16, 2008, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 18 West Hastings Street pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that any prior-to conditions are complete, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 25, 2008

18 West Hastings Street

BY-LAW NO. _____



**A By-law to authorize Council entering into a
Heritage Revitalization Agreement
with the Owner of Heritage Property**

PREAMBLE

Council has authority under the *Vancouver Charter* to enter into a heritage revitalization agreement with the owner of heritage property including terms and conditions to which Council and the owner may agree.

Certain property bearing the civic address of 18 West Hastings Street, and the following legal description:

PID: 015-650-944
Lot 15, except part in Reference Plan 895A
Block 29
District Lot 541
Plan 210

contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the property have agreed to facilitate such conservation by agreeing to the terms and conditions set out in the attached heritage revitalization agreement.

NOW THEREFORE THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council authorizes the City to enter into a heritage revitalization agreement with the owner in substantially the form and substance of the heritage revitalization agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 17 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant=s solicitor or agent)

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
015-650-944	Lot 15, Except Part in Reference Plan 895A, Block 29 District Lot 541 Plan 210

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
SEE SCHEDULE		

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

RELIANCE HOLDINGS LTD. (Incorporation No. 781211), 111 Water Street, Vancouver, B.C., V6B 12A7

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))*

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges 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.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____ (Solicitor/Notary) (as to both signatures)	08			RELIANCE HOLDINGS LTD. by its authorized signatory(ies): _____ (print name and title) _____ (print name and title)
	08			CITY OF VANCOUVER by its authorized signatory: _____ Frances J. Connell/Graham P. Johnsen
_____ Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714				

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

**LAND TITLE ACT
FORM E
SCHEDULE**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST: DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Pages 7 - 10, Article 2	Transferee
Section 219 Covenant	Pages 10 - 11, Article 3	Transferee
Statutory Right of Way	Pages 12 - 13, Article 6	Transferee
Equitable Charge	Page 13, Article 7	Transferee

TERMS OF INSTRUMENT - PART 2

Heritage Revitalization Agreement - 18 West Hastings Street

WHEREAS:

A. The Owner (as defined in Section 1.1) is the registered owner of the lands and premises in the City of Vancouver with a civic address of 18 West Hastings Street, legally known and described as:

PID: 015-650-944
 Lot 15 Except Part in Reference Plan 895A
 Block 29
 District Lot 541
 Plan 210
 (the “Lands”);

B. Situate on the Lands is a 6 storey plus basement building known as the “Burns Block” which is a municipally designated heritage property and is listed in Category B on the Vancouver Heritage Register;

C. The Owner has applied pursuant to development permit application DE411818 (which development permit application together with all development permits issued pursuant thereto and all amendments, modifications or replacements thereof, and all plans, drawings and specifications related thereto, are collectively called the “Development Permit”) to redevelop the Lands;

D. Due to the significant costs to the Owner of undertaking the said rehabilitation, preservation and redevelopment, the Owner has requested certain financial incentives from the City, including, without limitation, the following;

- (a) a façade grant of \$50,000; and
- (b) bonus density for transfer off site of 62,590 square feet;

E. The City has agreed to the foregoing subject to a number of conditions, including without limitation, that the Owner enter into a heritage revitalization agreement pursuant to Section 592 of the *Vancouver Charter* to set forth the terms and conditions of the Owner’s and the City’s agreement relative to the foregoing; and

F. Pursuant to Section 592 of the *Vancouver Charter*, a heritage revitalization agreement may, among other things, vary or supplement provisions of a subdivision by-law and a zoning by-law, and may include such other terms and conditions as the City’s council and the Owner may agree, which by-law variations and supplements and other terms, conditions and agreements this Agreement sets forth.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration passing from the City to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), pursuant to 592 of the *Vancouver Charter* the parties agree as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions. The terms defined in this Section 1.1 shall, unless otherwise specifically provided for in this Agreement (as defined below), have the following meanings:

- (a) **“Act of God”** means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City of Vancouver, will be deemed not to be Acts of God;
- (b) **“Agreement”** means this instrument and agreement, all land title instruments and forms attached and all schedules, if any, to this instrument and agreement;
- (c) **“Burns Block”** has the meaning set out in Recital B;
- (d) **“City”** means the municipal corporation continued pursuant to the *Vancouver Charter*, and **“City of Vancouver”** means the geographic location;
- (e) **“City Party”** means and includes all of the City’s elected officials, employees, contractors, agents, volunteers, permittees and licensees;
- (f) **“Conservation Plan”** means the written plan and guidelines dated February 2008 prepared by or under the supervision of the Consultant for the conservation and preservation of the Heritage Building, as the same may be amended or supplemented from time to time with the prior written consent of the Director of Planning;
- (g) **“Consultant”** means the Owner’s heritage consultant who shall be a registered architect or professional engineer in good standing and who shall have substantial experience in heritage rehabilitation work;
- (h) **“Development Permit”** has the meaning set out in Recital C;
- (i) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;
- (j) **“Director of Planning”** means the chief administrator from time to time of the Planning Department of the City and his successors in function and their respective nominees;

- (k) **“Effective Date”** means the date that this Agreement is executed by the Director of Legal Services;
- (l) **“Façade Grant”** means the façade grant of \$50,000 contemplated by this Agreement;
- (m) **“Heritage Building”** means:
 - (i) the Burns Block, all elements and parts thereof, including the Heritage Façade, and all permitted replacements thereof;
 - (ii) any other building or structure located on the Lands and identified as comprising part of the Heritage Building in the Development Permit or in the applicable heritage designation by-law or heritage revitalization by-law; and
 - (iii) any other feature or fixture identified in the Development Permit or in the applicable heritage designation by-law or heritage revitalization by-law;
- (n) **“Heritage Façade”** means the Hastings Street principal façade of the Burns Block;
- (o) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, as amended from time to time and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (p) **“Lands”** has the meaning set out in Recital A and includes, without limitation, any and all parcels into which they are consolidated and/or in any way subdivided;
- (q) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely Reliance Holdings Ltd., all of its assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan, then **“Owner”** includes, without limitation, a strata corporation thereby created;
- (r) **“Rehabilitation”** or **“Rehabilitate”** means the rehabilitation and restoration of the Heritage Building in accordance with this Agreement, the Development Permit and the Conservation Plan, all to the satisfaction of the Director of Planning, including, without limitation, such structural rehabilitation and upgrading and all such restoration of heritage characteristics, features, components and fixtures, including the Heritage Façade, as may be required by the Development Permit or the Director of Planning;
- (s) **“Transferable Density”** has the meaning set out in Section 4.1(a);
- (t) **“Unavoidable Delay”** means any circumstances beyond the reasonable control of the party trying to perform, such as, for example, strikes/lockouts, Act of God, war or other strife, but expressly excludes any and all delays caused by the

Owner's lack of financial resources or insolvency and further excludes governmental action taken in the enforcement of law (including City by-laws) specifically against the Owner.

- (u) “**Vancouver Charter**” means the *Vancouver Charter* S.B.C. 1953, c.55, as amended or replaced from time to time; and
- (v) “**Zoning and Development By-law**” means the City’s Zoning and Development By-Law No. 3575, as varied, supplemented or replaced from time to time.

1.2 Headings. The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings is for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Recitals, Articles, Sections or Paragraphs are to Recitals, Articles, Sections or Paragraphs of this Agreement.

1.3 Number. Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.4 Governing Law. This 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.

1.5 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by 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.

1.6 City Approvals. In this Agreement, where City “approval”, “acceptance”, “consent” or similar authorization or agreement is required, unless provided for otherwise in this Agreement, such “approval”, “acceptance”, “consent” or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such “approval”, “acceptance”, “consent” or similar authorization or agreement. Any purported “approval”, “acceptance” “consent” or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

ARTICLE 2
REHABILITATION OF THE HERITAGE BUILDING

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City in respect of the use of the Lands and the construction and use of buildings on the Lands, as covenants and agreements running with, charging and binding the Lands, that:

- (a) neither the Lands nor the Heritage Building, nor any part of the Lands or the Heritage Building, shall be used contrary to the terms and conditions of this Agreement;
- (b) the Owner shall, at its sole cost and expense, promptly undertake, and diligently prosecute to conclusion within not more than four years of the Effective Date (the “**Deadline for Completion**”), the Rehabilitation in accordance with the terms and conditions of this Agreement; provided, however, that if the Owner is delayed in completing the Rehabilitation due to Unavoidable Delay, then the Deadline for Completion will be extended for a period equivalent to such period of delay;
- (c) all heritage aspects of Rehabilitation shall be supervised by the Consultant;
- (d) at all times during the Rehabilitation, the Owner shall, to the satisfaction of the City, secure the Heritage Building from vandalism and occupation by squatters;
- (e) during the Rehabilitation, the Owner shall, to the satisfaction of the Director of Legal Services, keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) on completion of the Rehabilitation, the Owner shall cause the Consultant to submit to the Director of Planning a signed statement (in form and contents satisfactory to the Director of Planning) confirming that the Rehabilitation has been fully completed;
- (g) until the Rehabilitation is completed in accordance with the terms and conditions of this Agreement, the City shall be under no obligation to issue, and the Owner shall not, nor shall it suffer or permit anyone on its behalf to, apply for, nor take any action to compel the issuance of, an occupancy permit for the Heritage Building (or any part thereof) notwithstanding that all other conditions and City by-law requirements in respect thereof may have been fulfilled; and
- (h) until the Rehabilitation is completed in accordance with the terms and conditions of this Agreement and the final occupancy permit has been issued for the Heritage Building as so rehabilitated:
 - (i) neither the Owner nor any other person whatsoever shall suffer, cause or permit the use or occupation of the Heritage Building or any part thereof;

- (ii) the person that is the registered Owner on the Effective Date shall not transfer all or any of its legal or beneficial ownership in the Lands without the prior written consent of the Director of Legal Services; and
- (iii) the Owner shall not apply to transfer any of the Transferable Density, subject to Section 2.2.

2.2 Notwithstanding Section 2.1(h)(iii), the Owner shall be permitted to transfer some or all of the Transferable Density before the Rehabilitation is complete and the final occupancy permit for the Heritage Building has been issued, if:

- (a) this Agreement has been fully registered in the Land Title Office in the manner set out in this Agreement;
- (b) the Development Permit and building permits for the Rehabilitation have been issued to the Owner by the City;
- (c) the Owner is in compliance with all City policies in respect of the transfer of bonus density such as the Transferable Density;
- (d) the Owner has provided to the City a letter of credit in the amount equal to the lesser of:
 - (i) 120% of the then estimated cost to complete the rehabilitation of the Building as required hereby (such estimated cost to be made by the Consultant and the Owner's quantity surveyor and explicitly accepted in writing by the Director of Planning); and
 - (ii) \$3,129,492.00 (being the deemed value of the Transferable Density); and
- (e) the Owner is not at the time when the Owner seeks to transfer Transferable Density, in breach of any of its obligations to the City set out in this Agreement or any other agreement between the City and the Owner with respect to the Lands.

2.3 All letters of credit required by this Agreement will be issued by a Schedule I Canadian chartered bank and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the Director of Legal Services. Further, all such letters of credit will be provided for a period of one year with a provision for an automatic renewal or extension without amendment from year to year until the Owner has, to the City's full satisfaction, completed all of its obligations under this Agreement. The City may call upon any such letters of credit and apply the proceeds therefrom as the City sees fit, if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;

- (b) the Owner becomes insolvent or commits any acts of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupts or insolvent debtors;
- (c) the Owner is not carrying out or has not carried out the Rehabilitation in a manner satisfactory to the Director of Planning;
- (d) the City undertakes all or any part of the Rehabilitation; and/or
- (e) the Owner is in breach of any of its obligations under this Agreement.

2.4 Letters of credit issued in favour of the City pursuant to this Agreement may be reduced in amount from time to time, at the Owner's request and expense, as the Rehabilitation progresses, on the City giving its explicit instructions to the issuing financial institution to do so, provided that the reduced amount of the letters of credit is always no less than 120% of the then estimated cost to complete the Rehabilitation, with such estimated cost to be made by the Consultant and the Owner's quantity surveyor and explicitly accepted in writing by the Director of Planning;

2.5 After full completion of the Rehabilitation, and the issuance of all occupancy permits required for full occupancy thereof, all letters of credit issued in favour of the City pursuant to this Agreement may be cancelled, within a reasonable time after the Owner's request to the City, and at the Owner's expense, by the City giving its explicit written instructions, not to be unduly delayed, to the issuing financial institution(s) to cancel them.

2.6 Notwithstanding Section 2.1(b) of this Agreement, if the Owner is delayed in completing the Rehabilitation within four years of the Effective Date as a result of fire, explosion or accident, however caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment or flood, act of God, inclement weather, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, interference of the City or any other event beyond the control of the Owner,.

ARTICLE 3 CONTINUING USE, PRESERVATION AND PROTECTION OF THE HERITAGE BUILDING

3.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City in respect of the use of the Lands and the construction and use of buildings on the Lands, as covenants and agreements running with, charging and binding the Lands, that:

- (a) neither the Lands nor the Heritage Building, nor any part of the Lands or the Heritage Building, shall be used contrary to the terms and conditions of this Agreement;
- (b) the Owner shall, to the satisfaction of the Director of Planning, preserve, protect, maintain and keep in good order the Heritage Building as would a reasonable and prudent owner;

- (c) the Owner shall, to the satisfaction of the Director of Legal Services, keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (d) the Owner shall not, except as may be permitted by this Agreement, the Development Permit or a heritage alteration permit issued by the City, alter the exterior, make structural changes, or renovate or reconfigure the Heritage Building (or any part thereof);
- (e) if the Heritage Building is damaged, the Owner shall, at the Owner's sole expense, repair the Heritage Building if to do so is lawful and economic. In determining if it is economic to repair the Heritage Building, the Owner and the City will consider only land economic factors including the cost of repair, the cost of the replacement building contemplated below and the fact that heritage incentives (including the Transferable Density) have been granted herein. If the Owner and the City cannot agree on whether it is economic to repair the Heritage Building, such question shall be determined by arbitration pursuant to this paragraph (e) and paragraph (f) below. If the Owner and the City agree or if an arbitrator(s) determines that it is uneconomic to repair the Heritage Building or if the Heritage Building is destroyed, the Owner shall not be obligated to repair or rebuild the Heritage Building, but will be restricted to building on the Lands a building of similar form, massing, height and quality of interior features as the damaged or destroyed Heritage Building, and the City shall, at the Owner's expense, execute and deliver an amendment, and to the extent applicable a partial discharge (in which case paragraphs (a), (b) and (c) of Article 9 will apply), of this Agreement to reflect such change in circumstances;
- (f) all disputes arising from paragraph (e) above shall be determined by arbitration in the manner set out in this paragraph (f). Within 30 days following written notice of the dispute by either party to the other, such dispute shall be referred to a single arbitrator to be chosen by the Owner and the City; provided that if the Owner and the City do not agree as to the choice of a single arbitrator, then by three arbitrators, one of whom shall be chosen by the Owner, one of whom shall be chosen by the City and the third by the two so chosen, and the third arbitrator so chosen shall be the chairman. Decisions will be made by the majority of the arbitrators. If within 15 days or such extended time as the parties may agree upon, a party who has been notified of a dispute fails to appoint an arbitrator or the two arbitrators appointed by the parties do not agree upon a third arbitrator, then the party or parties not in default may apply to the British Columbia International Commercial Arbitration Centre or, if it or a successor thereto does not exist at such time, to a Judge of the Supreme Court of British Columbia for the appointment of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. The costs of the reference and award shall be in the discretion of the arbitrators who may direct to and by whom and in what manner those costs or any part thereof shall be paid, and may tax or settle the amount of costs to be so paid or any part thereof and may award costs to be paid as between solicitor and client. Except as to matters otherwise provided

herein, the provisions of the *Commercial Arbitration Act* (British Columbia), as amended or re-enacted from time to time, shall apply; and

- (g) the City may, at its cost, affix a commemorative plaque to the Heritage Building and the Owner shall refrain from obscuring, defacing or removing same.

ARTICLE 4 TRANSFERABLE DENSITY AND BY-LAW VARIATION

4.1 As compensation to assist the Owner in defraying the cost of the Rehabilitation and for any diminution in value resulting from the obligations of the Owner in respect of the Heritage Building set forth in this Agreement, in respect of the Lands only (nothing in this Agreement applies to any other property):

- (a) upon registration of this Agreement on title to the Lands, to the City's satisfaction, the City will assign to the Lands additional development rights of 62,590 square feet of floor area (the "Transferable Density") which Transferable Density shall not be built on the Lands, but rather shall be available for transfer to other development site(s), subject to the *Vancouver Charter* and the City's policies concerning the transferring of density, and subject to Section 2.1(h)(iii). Provided that as the City permits and perfects the transfer of all or part of this Transferable Density to other development sites, this Agreement shall be deemed to be amended accordingly and the Transferable Density granted pursuant to this Section 4.1(a) and assigned to the Lands, shall be deemed to be diminished accordingly. The City may, but shall not be required to, allow its Development Permit Board to effect transfer of the Transferable Density in the manner set out in Section 595A of the *Vancouver Charter*; and
- (b) Section 10.21.1 of the Zoning and Development By-law is hereby varied to allow 30 dwelling units in the Heritage Building with floor areas of 24.2 to 29.1 square metres measured from the inside of all outer walls.

ARTICLE 5 FAÇADE GRANT

5.1 As further compensation to assist the Owner in defraying the cost of the Rehabilitation and for any diminution in value resulting from the obligations of the Owner in respect of the Heritage Building set forth in this Agreement, the City agrees to pay to the Owner the Façade Grant provided that all of the following conditions have been satisfied:

- (a) the Rehabilitation of the Heritage Building, including the Heritage Façade, has been completed in accordance with this Agreement and the Development Permit;
- (b) the City has issued the final occupancy permit for the Heritage Building as redeveloped pursuant to this Agreement and the Development Permit;

- (c) all obligations of the Owner to the City pursuant to this Agreement, in the opinion of the City, been fully satisfied;
- (d) the Owner is not then in arrears of property taxes, as applicable; and
- (e) the Owner has complied with all City policies regarding the Restoration of heritage façades.

Payment of Façade Grant of \$50,000 shall be subject to setting-off by the City of such amount in whole or in part, against any unsatisfied obligations of the Owner to the City pursuant to this Agreement.

ARTICLE 6 STATUTORY RIGHT OF WAY

6.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City a statutory right of way to enter and be upon the Lands and to install upon the exterior of the Heritage Building a commemorative plaque regarding the Heritage Building's historical significance and, in the event that the Owner is in default of any of its obligations under this Agreement, to undertake and/or diligently prosecute to conclusion the Rehabilitation, and to preserve, protect, maintain, repair and/or replace the Heritage Building, if the City should at any time choose to do so.

6.2 Notwithstanding Section 6.1, nothing herein obligates the City to conduct the Rehabilitation, or any part thereof, or to preserve, protect, maintain, repair and/or replace the Heritage Building.

6.3 In the event that the City enters upon the Lands to conduct all, or any part, of the Rehabilitation, or any other work contemplated by Section 6.1:

- (a) there shall be no express or implied warranties as to the quality of the Rehabilitation, or any other work contemplated by Section 6.1, or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner shall pay to the City the costs incurred by the City in undertaking the Rehabilitation or any part thereof, and any other work contemplated by Section 6.1, plus 20% of such costs as fair compensation for the City's administrative costs.

The statutory right of way set out in this Article 6 is necessary for the operation and maintenance of the City's undertaking.

ARTICLE 7 EQUITABLE CHARGE

7.1 The Owner grants to the City an equitable charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon)

which may at any time be payable by the Owner to the City under the terms of this Agreement or otherwise at law and the provisions of this Article 7 shall survive any termination of this Agreement and continue to apply. This equitable charge may be enforced by the appointment of a receiver for the sale of the Lands.

ARTICLE 8 RELEASE AND INDEMNITY

8.1 The Owner hereby releases, indemnifies and saves harmless the City and each City Party, from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs (including legal costs on a solicitor own client basis) and expenses (i) which the City or a City Party may suffer or incur, in the case of the indemnity contained herein, and (ii) which the Owner or its directors, officers, employees, contractors, agents or licencees may suffer or incur, in the case of the release contained herein, in each case, arising out of or in any way connected with this Agreement, including, without limitation:

- (a) the inability of the Owner to use, in whole or in part, any of the Transferable Density that may be used pursuant to this Agreement, whether such inability arises from the decision of the City's Development Permit Board, City Council, a court of competent jurisdiction or otherwise;
- (b) the City conducting all or any portion of the Rehabilitation or any other work contemplated by this Agreement;
- (c) the City withholding any permits (including, without limitation, an occupancy permit) under this Agreement, until the Owner has fully complied with all requirements of the City in this Agreement and otherwise applicable to the Lands;
- (d) any release of this Agreement or the loss of any of the rights granted hereunder;
- (e) the non-compliance, if any, of the Lands, the Heritage Building or any part of either thereof with any City by-law; and
- (f) issuance of any development permit in respect of the Lands.

8.2 Without limiting the generality of Section 8.1, the Owner hereby acknowledges and agrees that, notwithstanding that:

- (a) this Agreement and the heritage revitalization by-law authorizing it; and
- (b) the heritage designation by-law previously enacted, which identifies Burns Block a "Protected Heritage Property";

each impose consequent restrictions on the future redevelopment of the Lands, the by-law variations effected by, and the other terms and conditions of, this Agreement and the Development Permit are full and fair compensation for the obligations and restrictions

placed upon the Owner by this Agreement and such heritage designation by-law, including without limitation, any resulting reduction in the market value of the Lands and/or its improvements, and the Owner waives and renounces all claims for further or other compensation by reason of this Agreement and/or such heritage designation by-law, and acknowledges that the requirements of Section 595(1) of the *Vancouver Charter* have been met to its satisfaction by the terms of this Agreement.

8.3 The releases and indemnities set out in this Article 8 shall survive the expiration or earlier termination of this Agreement and shall survive any modification, release or partial release of any of the covenants created by this Agreement. The releases and indemnities in this Article 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted hereby.

ARTICLE 9 PARTIAL DISCHARGE

9.1 The City agrees, without in any way affecting the other terms and conditions set out in this Agreement, to release the Section 219 Covenant described in Article 2 if and when the Rehabilitation has been completed in accordance with this Agreement, the final occupancy permit for the Heritage Building has been issued by the City all of the covenants and obligations of the Owner set forth in Article 2 have, in the City's sole discretion and opinion, been fully satisfied; provided, however that:

- (a) the City will have no obligation to execute such discharge until a written request therefore from the Owner has been received by the City;
- (b) the cost of preparation of the aforesaid discharge, and the cost of registration of same in the Vancouver Land Title Office will be paid by the Owner; and
- (c) the City will have reasonable time within to which to execute the aforesaid discharge and return the same to the Owner.

ARTICLE 10 NOTICES

Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

- (a) To the Owner, at the address shown therefor in item 5 of the *Land Title Act Form C* forming Part 1 hereof;
- (b) to the City, at:
City of Vancouver
Law Department
453 West 12th Avenue
Vancouver British Columbia

V5Y IV4

Attention: City Clerk and Director of Legal Services;

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of any parcel of land should change, then to the address as set out in the State of Title Certificate for that particular parcel of land, or, if strata-titled, the address of the strata corporation in the records of the Land Title Office, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

ARTICLE 11 GENERAL

11.1 Joint and Several Liability. If the registered owner of the Lands shall be more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this Agreement.

11.2 Priority of Registration. The Owner shall, after execution of this Agreement, do or cause to be done, at its own cost and expense, all things and acts necessary to ensure that this Agreement is registered against title to the Lands with priority over all other financial encumbrances except financial encumbrances in favour of the City.

11.3 Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this Agreement and to ensure timely and effective registration in the Land Title Office.

11.4 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

11.5 Time of Essence. Time will be of the essence of this Agreement.

11.6 Costs. In any action to enforce this Agreement the City shall be entitled to court costs on a solicitor and own client basis. In addition to any other rights the City may have pursuant to this Agreement or at law or in equity, the City may enforce this Agreement by mandatory and prohibitory injunctions.

11.7 Enurement. This Agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and this Agreement shall charge and run with the Lands and shall

enure to the benefit of and be binding upon the Owner's successors in title and their respective trustees and successors and all parties claiming through such owners.

11.8 Subdivision of the Lands. Without limiting the generality of Section 11.7, if the Lands, or any portion thereof, are subdivided by way of a strata plan and the Heritage Building or any part thereof is located within the strata plan:

- (a) this Agreement shall charge each strata lot and shall be noted on the common property sheet of the strata corporation;
- (b) the strata corporation or strata corporations so created shall:
 - (i) be responsible for the performance and observance of the Owner's covenants and obligations herein at the expense of the strata lot owners;
 - (ii) take into consideration the content of this Agreement when creating, amending or rescinding the rules and regulations of the strata corporation applicable to strata lot owners, and shall cause the strata lot owners to comply with the obligations, restrictions and limitations as provided herein;
 - (iii) be responsible for any breach arising from any action or omission of any and all of the strata lot owners of the obligations, restrictions and limitations as provided herein; and
 - (iv) be entitled to give all permissions and consents permitted to be given by the Owner; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants and obligations in this Agreement shall be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan and shall be treated as a common expense and all strata lot owners shall contribute to such costs in proportion to their unit entitlement, subject to the *Strata Property Act* (British Columbia) and the by-laws of the strata corporation.

11.9 City's Other Rights and Obligations. Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C which is a part hereof.

END OF DOCUMENT

EXPLANATION**Heritage Taxation Exemption By-law
re 18 West Hastings Street**

On September 16, 2008, Council approved a heritage taxation exemption for eligible heritage property at 18 West Hastings Street to a value of \$144,492.00 or 10 years, whichever first occurs.

Enactment of this by-law requires at least 2/3 of the votes cast.

Director of Legal Services
November 25, 2008

BY-LAW NO. _____



**Heritage Taxation Exemption By-law
for 18 West Hastings Street**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council exempts from real property taxation the eligible heritage property legally described as Parcel Identifier: 015-650-944, Lot 15, except part in Reference Plan 895A, Block 29, District Lot 541, Plan 210:

- (a) to a value of \$144,492.00, calculated from and after the commencement date; or
- (b) for 10 years, calculated from and after the commencement date;

whichever first occurs.

2. If issuance of an occupancy permit for the heritage rehabilitation work authorized under development application number DE411818 occurs:

- (a) before October 31st, the commencement date will be January 1st of the next calendar year;
- (b) on or after October 31st, the commencement date will be January 1st of the calendar year after the next calendar year.

3. If the applicant for the development permit does not fulfil, or cause to be fulfilled, all requirements necessary to obtain issuance of an occupancy permit for the work authorized pursuant to development application number DE411818 within 60 months after the enactment date of this By-law, this By-law will expire and have no further force or effect.

4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION

**Authorization to enter into a housing agreement
re 18 West Hastings Street**

On September 16, 2008, Council approved a recommendation to approve a housing agreement for 18 West Hastings Street re single room occupancy. Enactment of the attached by-law will implement that resolution, and authorize Council to enter into a housing agreement with the land owner.

Director of Legal Services
November 25, 2008

18 West Hastings Street

BY-LAW NO. _____



**A By-law to enact a Housing Agreement
for 18 West Hastings Street**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council authorizes the City to enter into a housing agreement with the owner of certain lands described as Parcel Identifier: 015-650-944, Lot 15, except part in Reference Plan 895A, Block 29, District Lot 541, Plan 210, in substantially the form and substance of the housing agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use) Page 1 of 5 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant=s solicitor or agent)

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
015-650-944	Lot 15, Except Part in Reference Plan 895A, Block 29 District Lot 541 Plan 210

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument, Pages 3 to 5	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

RELIANCE HOLDINGS LTD. (Inc. No. 781211)

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))*

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges 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.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to both signatures)	08			RELIANCE HOLDINGS LTD. by its authorized signatory(ies): <hr/> Signature and Printed Name <hr/> Signature and Printed Name
<hr/> Stephen Hayward Barrister and Solicitor 453 West 12 th Avenue Vancouver, BC V5Y 1V4 (604) 873-7714	08			CITY OF VANCOUVER by its authorized signatory: <hr/> Francie Connell/Graham Johnsen

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2
Housing Agreement - 18 West Hastings Street

WHEREAS:

- A. It is understood and agreed that this instrument shall be read as follows:
- (i) the Transferor, Reliance Holdings Ltd., is called the “**Owner**”; and
 - (ii) the Transferee, City of Vancouver, is called the “**City**”;
- B. The Owner is the registered owner of the parcel described in Item 2 in Form C hereof (the “**Lands**”);
- C. The Owner has separately entered into a heritage revitalization agreement (the “**HRA**”) with the City to preserve and protect the heritage building known as the “**Burns Block**” (the “**Heritage Building**”) currently situated on the Lands and in return the City has agreed, *inter alia*, to grant additional density rights (the “**Transferable Density**”) to the Lands, which may, subject to the terms of the HRA, be transferred to other lands;
- D. Because the calculation of the Transferable Density was made in part on the basis of the Owner’s offer to provide 30 self-contained single room occupancy dwelling units in the Heritage Building and to ensure that those dwelling units would remain available as rental accommodation in perpetuity, the Owner has agreed to enter this Agreement to set forth its agreement in respect of the same.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and pursuant to Section 219 of the *Land Title Act*, agree as follows:

1. In this Agreement the following terms have the definitions now given:
 - (a) “**Agreement**” means this housing agreement, including the recitals to this Agreement;
 - (b) “**Dwelling Units**” means the thirty (30) residential units to be constructed as part of the renovation of the Heritage Building to be undertaken by the Owner pursuant to the HRA;
 - (c) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, c.250, and amendments thereto and re-enactments thereof;
 - (d) “**Monthly Rental Basis**” means that the term of any rental, licence or similar occupancy agreement (whether written or not) shall be monthly, provided that any consecutive series of rental, licence or similar occupancy agreements for the same occupant or occupants in the same dwelling unit shall not extend beyond a period of one year;

- (e) “**Residential Accommodation**” means the use of the Dwelling Units by persons who occupy the Dwelling Units as his or her place of residence; and
- (f) “**SRA By-law**” means the City’s Single Room Accommodation By-law No. 8733, as the same may be amended, supplemented and replaced from time to time.

2. Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City that:

- (a) the Lands and the Heritage Building shall not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Owner will not sell or otherwise dispose of any Dwelling Unit except together with all Dwelling Units;
- (c) the Owner will not suffer, cause or permit the Heritage Building to be subdivided by strata plan and that any subdivision of the Heritage Building in contravention of this covenant will be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending strata plan, at the Owner’s expense; and
- (d) the Owner will keep and maintain the Heritage Building and all parts thereof (including the Dwelling Units) in good repair and in a safe, clean, neat and tidy condition, and that if the same is damaged or destroyed, the Owner will restore or replace it whenever and as often as damage or destruction occurs, subject only to the HRA.

3. Pursuant to Section 565.2 of the *Vancouver Charter*, at all times the Dwelling Units shall be:

- (a) occupied only as Residential Accommodation on a Monthly Rental Basis; and
- (b) designated and used only as “single room accommodation” pursuant to the SRA By-law.

4. Nothing in this Agreement shall remove or have the effect of removing any of the Dwelling Units designated as SRA accommodation from this designation.

5. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs it shall be entitled to court costs on a solicitor and own client basis.

6. The Owner hereby releases and agrees to indemnify the City and its officials, officers, employees and agents and save them harmless for and from any claim, demand, complaint, judgment or order for any injury, loss, damage or expense suffered, incurred or experienced by any person or entity in connection with this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.

7. All notices, demands or requests of any kind which a party may be required or permitted to serve on another in connection with this Agreement must be in writing and shall be served on the other party by registered mail or by personal service to the following address for each party:

- (a) City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Attention: General Manager of Community Services, and
Director, Housing Centre;
- (b) Reliance Holdings Ltd.
111 Water Street
Vancouver, British Columbia
V6B 1A7
Attention: Jon Stovell, President

If made by registered mail, service of any such notice, demand or request will be deemed complete on the second day (Saturdays, Sundays and statutory holidays excluded) after the day of mailing except when there is a postal service disruption during such period, in which case service will be deemed to be completed upon actual delivery of the notice, demand or request.

If delivered, service of any such notice, demand or request will be deemed complete at the time of delivery.

Any party from time to time, by notice in writing served upon the other party, may designate a different address or additional persons to which all notices, demands or requests are to be addressed.

8. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated.

9. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

10. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C which is a part hereof.

END OF DOCUMENT

EXPLANATION

**A By-law to amend
Zoning and Development By-law No. 3575
re 26 Southwest Marine Drive**

After the public hearing on November 13, 15, and 27, 2007, Council resolved to rezone 26 Southwest Marine Drive as a CD-1 zone. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 25, 2008

26 Southwest Marine Drive



BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-595(b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (475).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (475) and the only uses for which the Director of Planning or Development Permit Board will issue permits are:

- (a) Cultural and Recreational Uses, limited to Park or Playground;
- (b) Dwelling Uses, limited to Dwelling Unit for the use only of a caretaker, watchperson, or other individual similarly employed to maintain, secure, or protect a non-residential use on the same site if, in the opinion of the Director of Planning or Development Permit Board, such maintenance, security, or protection is essential to such use;
- (c) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Brewing or Distilling, Chemicals or Chemical Products Manufacturing - Class B, Clothing Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Machinery or Equipment Manufacturing, Metal Products Manufacturing - Class B, Miscellaneous Products Manufacturing - Class B, Motor Vehicle Parts Manufacturing, Non-metallic Mineral Products Manufacturing - Class B, Paper Manufacturing, Paper Products

Manufacturing, Plastic Products Manufacturing, Printing or Publishing, Rubber Products Manufacturing, Shoes or Boots Manufacturing, Software Manufacturing, Textiles or Knit Goods Manufacturing, Tobacco Products Manufacturing, Transportation Equipment Manufacturing, and Wood Products Manufacturing - Class B;

- (d) Office Uses, limited to General Office but not including the offices of accountants, lawyers or notaries public, or of real estate, advertising, insurance, travel or ticket agencies;
- (e) Retail Uses, limited to Adult Retail Store, Furniture or Appliance Store, Gasoline Station - Full Serve, Gasoline Station - Split Island, Pawnshop, Retail Store, Secondhand Store, and Vehicle Dealer;
- (f) Service Uses, limited to Animal Clinic, Auction Hall, Catering Establishment, Laboratory, Laundry or Cleaning Plant, Motor Vehicle Repair Shop, Motor Vehicle Wash, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Restaurant, Repair Shop - Class A, Repair Shop - Class B, School - Vocational or Trade, Sign Painting Shop, and Work Shop;
- (g) Transportation and Storage Uses, limited to Cold Storage Plant, Packaging Plant, Storage Warehouse, Storage Yard, Taxicab or Limousine Station, Truck Terminal or Courier Depot, Weighing or Inspection Station, and Works Yard;
- (h) Utility and Communication Uses, limited to Public Utility, Radiocommunication Station, and Recycling Depot;
- (i) Wholesale Uses, limited to Bulk Fuel Depot, Cardlock Fuel Station, Junk Yard or Shop, Lumber and Building Materials Establishment, Wholesaling - Class A, and Wholesaling - Class B; and
- (j) Accessory Uses customarily ancillary to any of the uses permitted by this section 2.2, including accessory office, except that the total area of all accessory uses, except for parking, must not exceed 33 1/3% of gross floor area of the principal and accessory uses combined, and that a wall must separate the floor area in accessory uses accessible to the general public from the floor area in other uses.

Density

- 3.1 The floor space ratio for all uses, combined, must not exceed 1.63.
- 3.2 The gross floor area for a retail store must be at least 929 m².

- 3.3 The floor space ratio for retail uses, excluding parking, must not exceed 0.79.
- 3.4 The gross floor area for general office uses must not exceed the greater of 235 m² or 33 1/3% of gross floor area for all uses combined.
- 3.5 The aggregate gross floor area of all retail stores in which the storage and retailing of clothing or shoes takes up more than 50% of the gross floor area of the store must not exceed 5 574 m².
- 3.6 For the purpose of computing floor space ratio, the site is to consist of all parcels included under this By-law, and its size is deemed to be 29 768 m² being the site size at the time of the rezoning application and prior to any dedications.
- 3.7 Computation of floor space ratio must include all floors of all buildings, including accessory buildings, both above and below ground level, measured to the extreme outer limits of the building.
- 3.8 Computation of floor space ratio must exclude:
- (a) open residential balconies or sun decks, and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed eight percent of the residential floor area being provided;
 - (b) patios and roof gardens, for residential purposes only, if the Director of Planning first approves the design of sunroofs and walls;
 - (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which:
 - (i) are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length, or
 - (ii) are above base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
 - (d) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause is not to apply to walls in existence before March 14, 2000.

Building Height

- 4.1 The building height, measured above base surface, must not exceed 18.6 m.
- 4.2 Despite section 4.1, the Director of Planning or Development Permit Board may permit an increase in the maximum height to 20.11 m for those portions of the building along the 69th Avenue elevation that are not within the following setbacks:
- (a) 4 m from the south property line but only to a depth that does not exceed 43 m;
 - (b) 3 m from the west property line; and
 - (c) 13 m from the east property line.

Setbacks

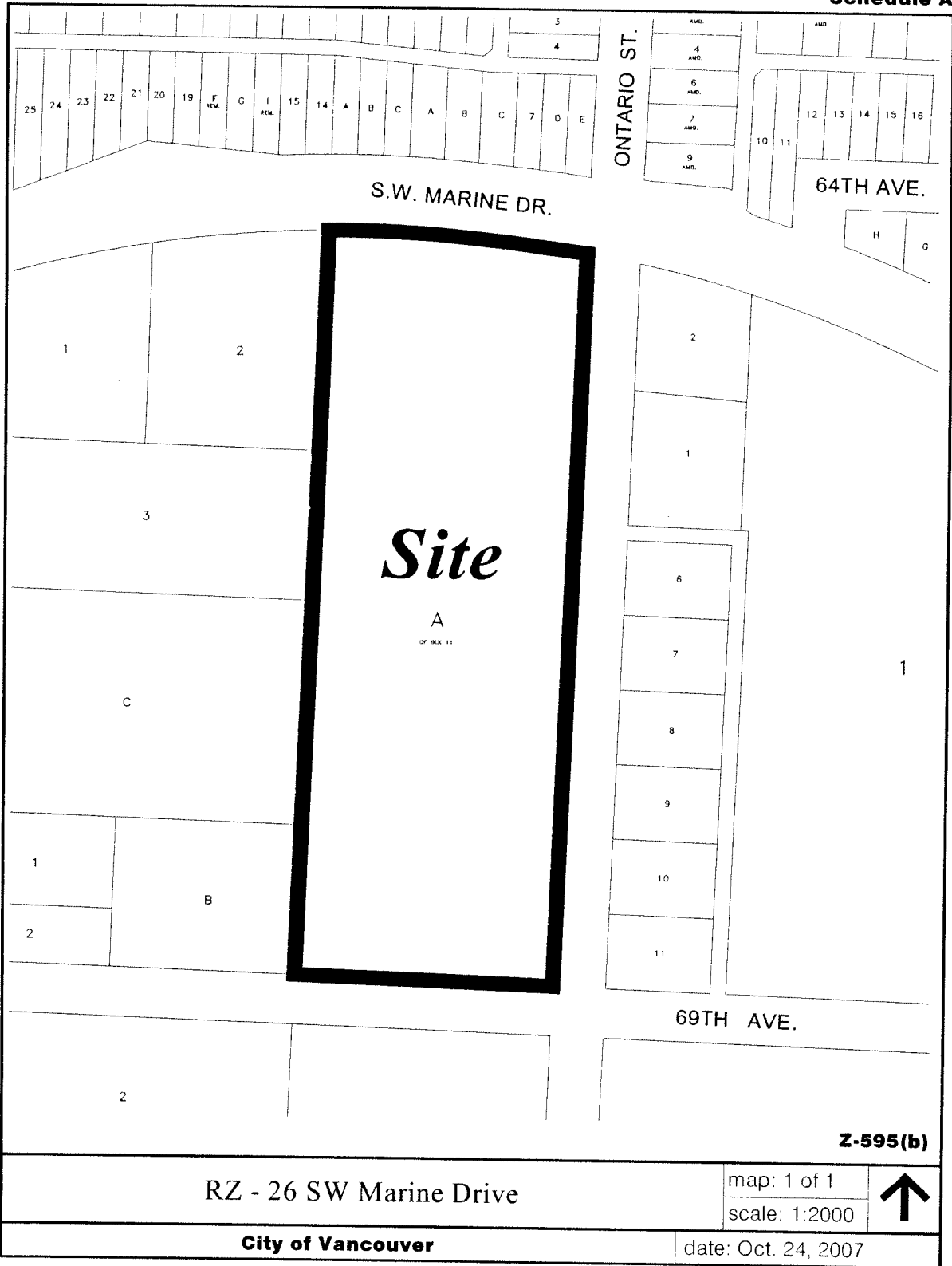
5. The setbacks must be at least:
- (a) 12.1 m from the north property line for landscaping; and
 - (b) 1.00 m from each of the east and south property lines.

Parking, loading, and bicycle spaces

6. Any development or use of the site requires the provision, development, and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking, loading, and bicycle spaces, except that the maximum number of parking spaces must not exceed 10% above the minimum number of parking spaces required.

Severability

7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law and is not to affect the balance of the By-law.



RZ - 26 SW Marine Drive

City of Vancouver

map: 1 of 1

scale: 1:2000

date: Oct. 24, 2007



Z-595(b)

EXPLANATION

**A By-law to amend the Sign By-law
re 26 Southwest Marine Drive**

After the public hearing on November 13, 15, and 27, 2007, Council resolved to amend the Sign By-law for this site. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 25, 2008

EXPLANATION

**Heritage Designation By-law
re 26 Southwest Marine Drive**

After the public hearing on November 13, 15, and 27, 2007, Council approved a recommendation to designate certain portions of 26 Southwest Marine Drive as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
November 25, 2008

26 Southwest Marine Drive



BY-LAW NO. _____

**A By-law to designate certain real property
as protected heritage property**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council considers that the real property described as:

(i) the front masonry façade of the Chrysler Building for the full width of the building, the corresponding masonry façade along the Ontario Street frontage for a length of 11.4 m more or less and the western elevation for a length of 7.3 m, generally as shown on Schedule A to this By-law

26 Southwest Marine Drive

PID: 009-902-791
Lot A, except part
in Reference Plan
6793
North part of
Block 11
District Lot 322
Plan 8878

(ii) the open lawn in front of the historic façade of the Chrysler Building within the property line adjacent to Marine Drive, the east property line, the west property line, and a horizontal line that runs along the face of the historic façade and extends to the east and west property lines, generally as shown on Schedule A to this By-law

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

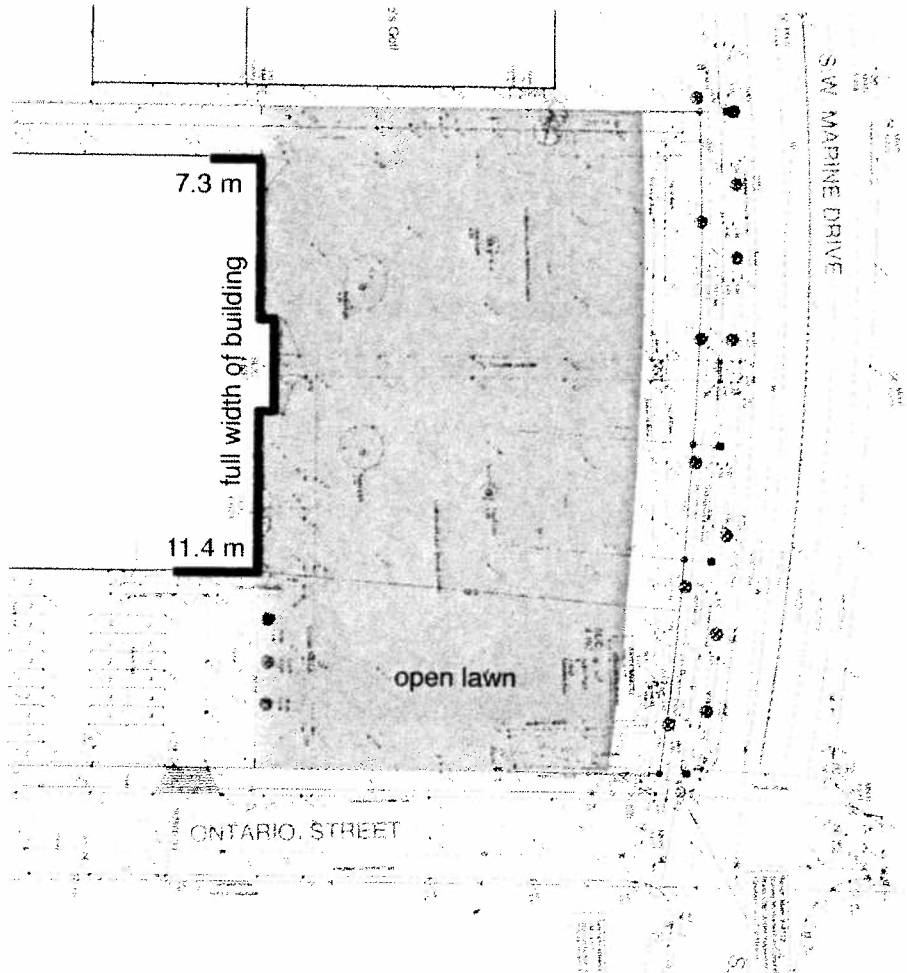
2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

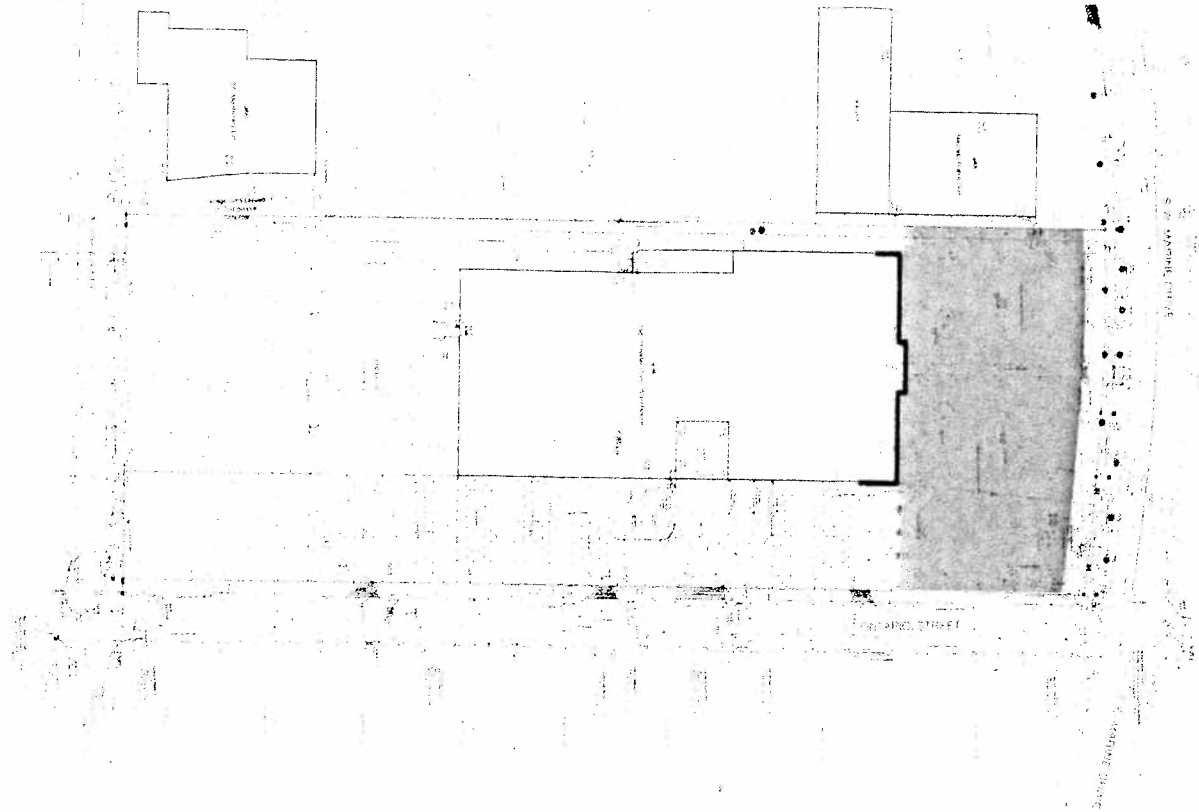
Mayor

City Clerk

Schedule A - 1 of 2



Schedule A - 2 of 2



EXPLANATION

**A By-law to amend Zoning and Development By-law No. 3575
re 3238 Granville Street and the westerly portion of 1402 McRae Avenue
consisting of 1 519 m² more or less as shown on Schedule A to the attached By-law**

On April 1, 2008, after the public hearing on February 14 and 19, and March 10 and 27, 2008, Council approved the rezoning of 3238 Granville Street and the westerly portion of 1402 McRae Avenue as a CD-1 zone. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 25, 2008

3238 Granville Street
Westerly portion of 1402 McRae Avenue
consisting of 1 519 m² more or less
as shown on Schedule A to this By-law



BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-597(b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (476).

2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (476) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to any of the uses listed in this section 2.2.

Density

3.1 Computation of floor area must assume that the site consists of 5 237 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 The number of dwelling units on the site must not exceed 16.

3.3 The gross floor area must not exceed 3 328 m².

3.4 Computation of floor space ratio must include:

- (a) all floors, including earthen floor, measured to the extreme outer limits of the building; and
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

3.5 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the permitted residential floor area;
- (b) patios and roof gardens if the Director of Planning first approves the design of sunroofs and walls;
- (c) floors, at or below grade, used for off-street parking and loading or bicycle storage;
- (d) areas of undeveloped floors located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch,
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m, or
 - (iii) under covered verandas or porches as described in subsection (f), and to which there is no permanent means of access;
- (e) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (f) covered verandas or porches if:
 - (i) that portion facing the street or rear property line is open or protected by partial walls or guard rails, the height of which must not exceed the minimum specified in the Building By-law, and
 - (ii) the total area of such exclusions, when combined with the balcony and deck exclusions under subsection (a), does not exceed 13% of the permitted floor area; and

- (g) above grade storage that does not exceed 3.7 m² for each dwelling unit;
- (h) below grade mechanical space that does not exceed 158 m² combined for all dwelling units except that any mechanical space that is contiguous to another mechanical space must not exceed 11.6 m²; and
- (i) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this subsection (i) does not apply to walls in existence before March 14, 2000.

Building height

4.1 The height of the building that consists of 11 dwelling units must not exceed 10.66 m measured from existing grade or two storeys except that the:

- (a) eastern most dwelling unit may be three storeys; and
- (b) the Director of Planning or Development Permit Board may permit an increase in the height of any dwelling unit to no more than 11.27 m in locations necessary to accommodate grade changes.

4.2 The height of the building that consists of five dwelling units must not exceed the geodetic elevation of 82.9 m.

Setbacks

5. The setback of each building must be at least:

- (a) 9 m from each of the north and west property lines, except that the Director of Planning or Development Permit Board may permit a reduction for limited portions along the north property line to not less than 6.7 m;
- (b) 4.5 m from the east property line;
- (c) 10.7 m from the south property line, except as set out in subsections (d) and (e);
- (d) for the portion of building consisting of 11 dwelling units that is within 21 m of the west property line, 4.5 m from the south property line; and
- (e) for the portion of the building consisting of five dwelling units that is within 21 m of the east property line, 4.5 m from the south property line;

as depicted in Schedule B.

Site Coverage

6.1 The area of impermeable materials, including building coverage, must not exceed 35% of the site area, except that the Director of Planning may increase such coverage if the development provides underground parking.

6.2 Impermeable materials include asphalt, concrete, brick, stone, wood, and the projected areas of the outside of the outermost walls of all buildings including carports, covered porches, and entries but do not include gravel, river rock less than 5 cm in size, wood chips, bark mulch, permeable pavers, wood decking with spaced boards and other materials which, in the opinion of the Director of Planning, have fully permeable characteristics when in place installed on grade with no associated layer of impermeable material such as plastic sheeting that would impede the movement of water directly to the soil below.

Parking and bicycle spaces

7. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces and bicycle spaces, all as defined under the Parking By-law, except that there must be at least 1.5 parking spaces for each dwelling unit.

Acoustics

8. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

Severability

9. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.

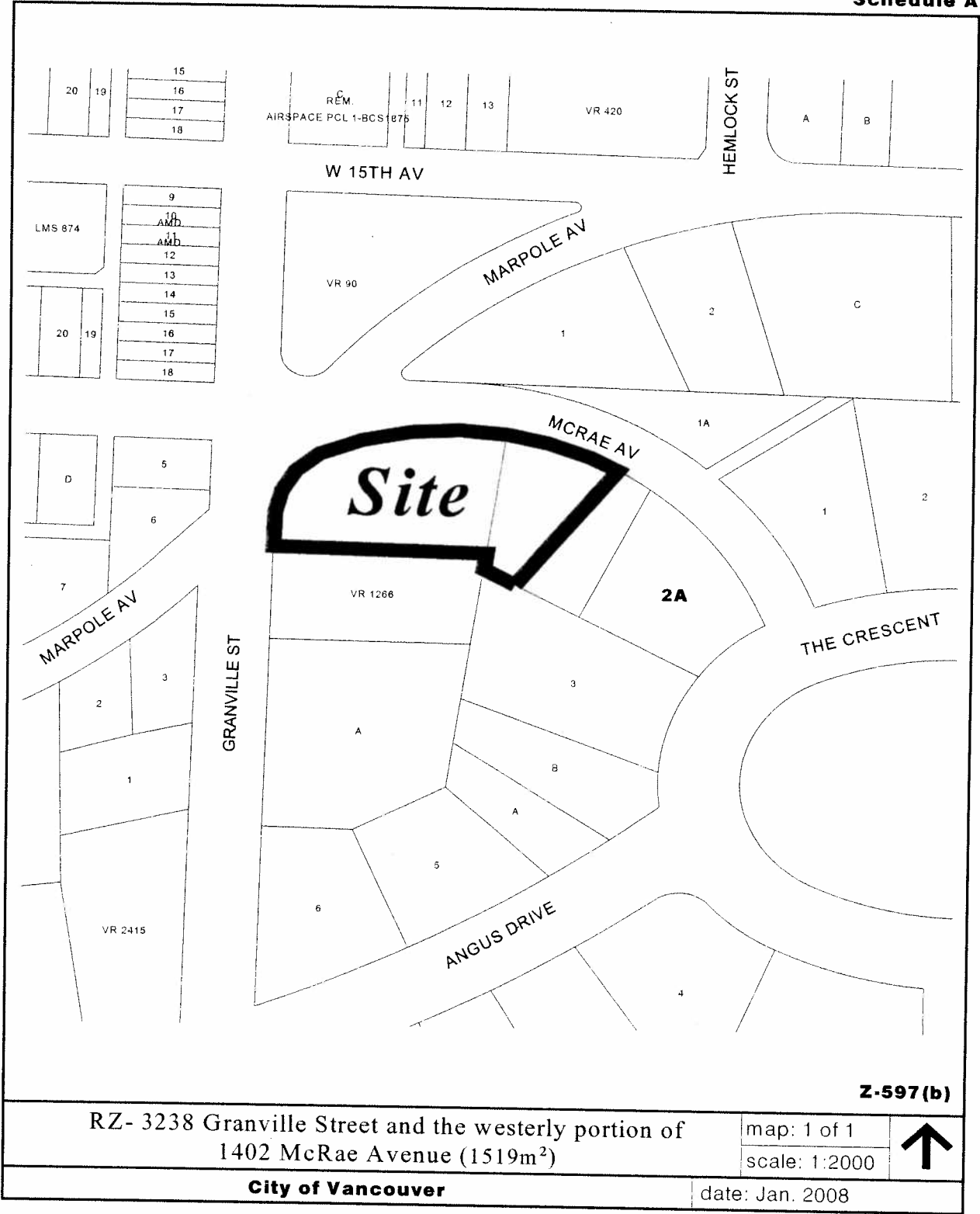
Force and effect

10. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk



Z-597(b)

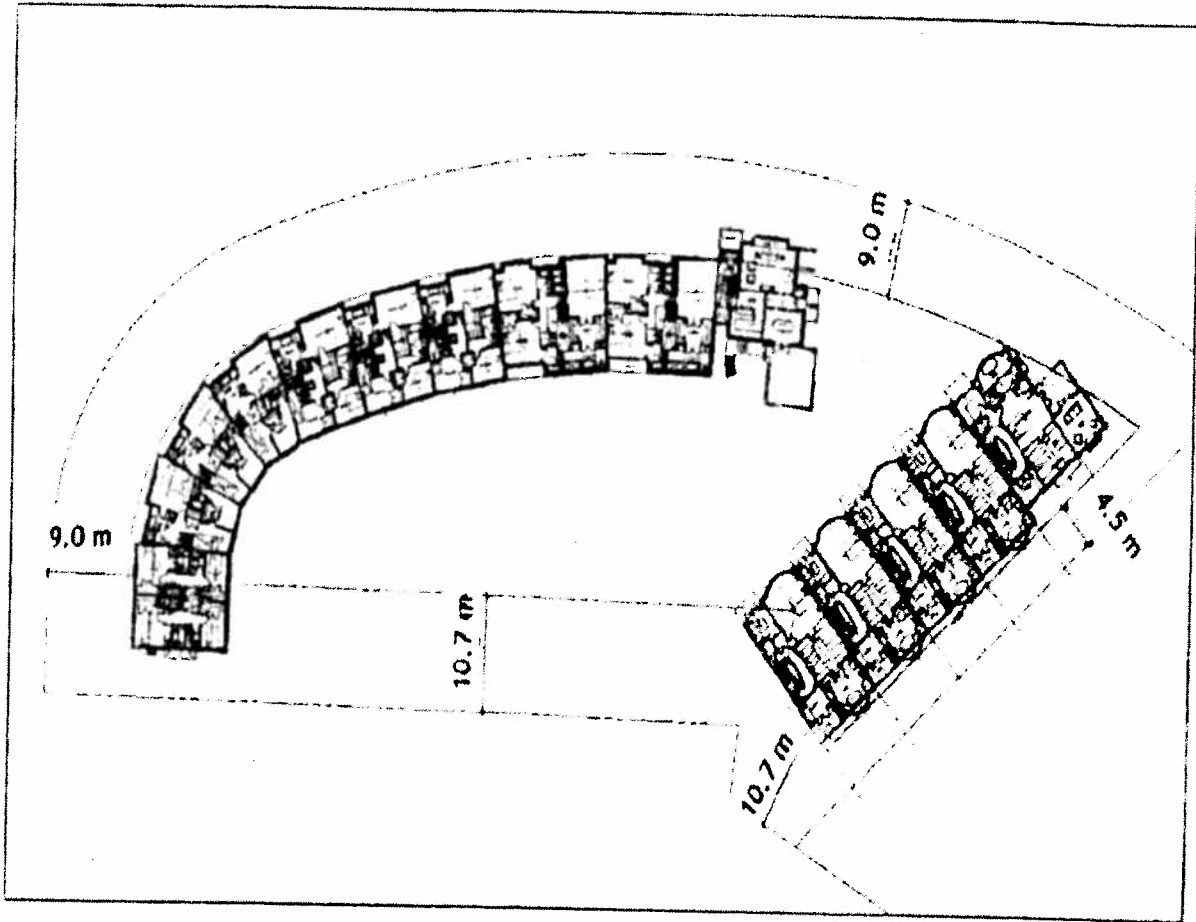
RZ- 3238 Granville Street and the westerly portion of
1402 McRae Avenue (1519m²)

map: 1 of 1
scale: 1:2000

City of Vancouver date: Jan. 2008



Schedule B



EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 1402 McRae Avenue**

On April 1, 2008, after the public hearing on February 14 and 19, and March 10 and 27, 2008, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 1402 McRae Avenue pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that any prior-to conditions are complete, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 25, 2008

1402 McRae Avenue



BY-LAW NO. _____

**A By-law to authorize Council entering into a
Heritage Revitalization Agreement
with the Owner of Heritage Property**

PREAMBLE

Council has authority under the *Vancouver Charter* to enter into a heritage revitalization agreement with the owner of heritage property including terms and conditions to which Council and the owner may agree.

Certain property bearing the civic address of 1402 McRae Avenue, and the following legal description:

PID: 027-666-182
Lot A
Block 50
District Lot 526
Plan BCP38409

and

PID: 027-666-191
Lot B
Block 50
District Lot 526
Plan BCP38409

contains a heritage building and heritage grounds.

Council is of the opinion that the building and grounds have sufficient heritage value to justify their conservation, and Council and the owner of the property have agreed to facilitate such conservation by agreeing to the terms and conditions set out in the attached heritage revitalization agreement.

NOW THEREFORE THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council authorizes the City to enter into a heritage revitalization agreement with the owner in substantially the form and substance of the heritage revitalization agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 13 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant=s solicitor or agent)

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
027-666-182	Lot A Block 50 District Lot 526 Plan BCP38409
027-666-191	Lot B Block 50 District Lot 526 Plan BCP38409

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
SEE SCHEDULE		

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

ARTHUR BELL HOLDINGS LTD., Incorporation No. A-15524

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))*

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, B.C., V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges 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.

	Execution Date			
Officer Signature(s)	Y	M	D	Party(ies) Signature(s)

ARTHUR BELL HOLDINGS LTD.
by its authorized signatory(ies):

(Solicitor) (as to both signatures) 08

Signature and Printed Name

Signature and Printed Name

_____ 08

CITY OF VANCOUVER by its
authorized signatory:

Frances J. Connell/Graham P. Johnsen

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.

* If space insufficient, enter ASEE SCHEDULE@ and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

**LAND TITLE ACT
FORM E
SCHEDULE**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant (as to Lot B, Plan BCP38409)	Pages 6 - 7 Section 2.1(a)	Transferee
Section 219 Covenant (as to Lot A, Plan BCP38409)	Pages 7 - 8 Section 2.1(b)	Transferee
Section 219 Covenant (as to Lot B, Plan BCP38409)	Pages 8 - 9 Article 3	Transferee
Section 219 Covenant (as to Lot B, Plan BCP38409)	Page 9 Section 4.3	Transferee
Statutory Right of Way over Lot B Plan BCP38409	Page 9 - 10 Article 5	Transferee
Equitable Charge (as to Lot B Plan BCP38409)	Page 10 Article 6	Transferee
Section 219 Covenant (as to Lot A Plan BCP38409 and Lot B Plan BCP38409)	Page 12 Section 8.7(a)	Transferee
Section 219 Covenant (as to Lot B Plan BCP38409)	Page 12 Section 8.7(b)	Transferee

TERMS OF INSTRUMENT - PART 2

4

WHEREAS:

- A. The Owner (as herein defined), as the registered owner of the Original Lands (hereinafter defined):
- (i) has subdivided the Original Lands into the Heritage Lands (hereinafter defined) and the Development Lands (hereinafter defined);
 - (ii) has applied to rezone the Development Lands to permit multiple dwelling housing thereon with a maximum aggregate buildable area of 35,828 square feet; and
 - (iii) pursuant to the Development Permit (hereinafter defined) proposes to rehabilitate, restore and preserve the Heritage Building (hereinafter defined) sited on the Heritage Lands;
- B. The Heritage Building is listed in Category "A" in the Vancouver Heritage Register;
- C. Pursuant to development permit application DE411348 (which development permit application together with all development permits issued pursuant thereto and all amendments, modifications or replacements thereof and, including, without limitation, the Conservation Plan are collectively called the "Development Permit") the Owner proposes to rehabilitate, restore and preserve the Heritage Building,

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration passing from the City to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges and agrees to) and, where applicable, pursuant to Section 592 of the *Vancouver Charter*, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 The terms defined in this section 1.1 of this Agreement shall, unless otherwise specifically provided for in this Agreement, have the following meanings:

- (a) this "**Agreement**" means this agreement, all land title instruments attached to this Agreement and all schedules, if any, to this agreement;
- (b) "**City**" and "**City of Vancouver**" being the "City" when referring to the corporate entity and "City of Vancouver" when referring to geographical location;

- (c) **“Conservation Plan”** means that report on the Heritage Building received by the City in July, 2007 prepared by Formwerks Architectural with Commonwealth Historic Resource Management and Paul Sanga Ltd., together with all amendments, replacements and supplements thereto;
- (d) **“Consultant”** means the Owner’s heritage consultant who shall be a registered architect or professional engineer in good standing and who shall have substantial experience in heritage rehabilitation work;
- (e) **“Development Lands”** means those lands and premises in the City of Vancouver shown as Lot A on the subdivision plan, a copy of which is attached hereto as Schedule “A”;
- (f) **“Development Permit”** has the meaning set out in recital C of this Agreement;
- (g) **“Effective Date”** means the date that this Agreement is executed by the City;
- (h) **“Heritage Building”** means:
 - (i) the exterior of the Nichol House, all elements thereof and all permitted replacements thereof and;
 - (ii) any other building or structure located on the Heritage Lands and identified in the Development Permit (as herein defined) or in the applicable heritage designation or heritage revitalization by-laws;
 - (iii) all landscaping features identified in the Development Permit or in the applicable heritage designation or heritage revitalization by-law including, without limitation, the formal gardens fronting 1402 McRae Avenue; and
 - (iv) any other feature or fixture identified in the Development Permit or in the heritage designation or heritage revitalization by-law;
- (i) **“Heritage Lands”** means those lands and premises in the City of Vancouver shown as Lot B on the subdivision plan, a copy of which is attached hereto as Schedule “A”;
- (j) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, as amended from time to time and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (k) **“Original Lands”** means those lands and premises in the City of Vancouver legally known and described as:
 - (i) PID 008-075-948

- Lot 1 Block 50 district Lot 526 Plan 4502;
- (ii) PID 011-533-188
Lot 2 Block 50 district Lot 526 Plan 4502; and
 - (iii) PID 011-533-200
Lot 2A Block 50 District Lot 526 Plan 4502
- (l) **“Owner”** means the legal and beneficial owner of the Original Lands as of the Effective Date and all of its respective assigns, successors and successors in title to the Original Lands and, in its capacity as legal and beneficial owner of the Heritage Lands, is hereinafter referred to as the **“Heritage Owner”** and in its capacity as legal and beneficial owner of the Development Lands, is hereinafter referred to as the **“Development Owner”** and, if any of the Original Lands are subdivided by way of a strata plan, then **“Owner”** includes, without limitation, a strata corporation thereby created;
 - (m) **“Rehabilitation”** or **“Rehabilitate”** means the rehabilitation and restoration of the Heritage Building in accordance with this Agreement and in accordance with the Development Permit;
 - (n) **“Unused Density”** means the 10,456 square feet of unused buildable area on the Heritage Lands which may, subject to the rezoning of the Development Lands, be added to the buildable area thereof; and
 - (o) **“Zoning By-law”** means the First Shaughnessy Official Development Plan, adopted by By-law No. 5546, and amendments thereto and re-enactments thereof.

ARTICLE 2 REHABILITATION OF THE HERITAGE BUILDING

2.1 Pursuant to Section 219 of the *Land Title Act*:

- (a) the Heritage Owner covenants and agrees with the City, as covenants and agreements running with, charging and binding the Heritage Lands, that:
 - (i) the Heritage Owner shall, in a timely manner following execution of this Agreement:
 - (A) apply for any development and building permits required by the City in order to carry out the Rehabilitation; and
 - (B) carry out any obligations set by the City as prerequisites to issuing these permits;

- (ii) the Heritage Owner shall, at its sole expense, Rehabilitate the Heritage Building to the satisfaction of the City;
 - (iii) all heritage aspects of Rehabilitation shall be supervised by the Consultant;
 - (iv) at all times during the Rehabilitation, the Heritage Owner shall, to the satisfaction of the City, secure the Heritage Building from vandalism and occupation by squatters;
 - (v) during the Rehabilitation, the Heritage Owner shall, to the satisfaction of the City, keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
 - (vi) the Heritage Owner shall complete the Rehabilitation before the second anniversary of the day on which the City issues the last permit referred to in subsection 2.1(a)(i)(A);
 - (vii) on completion of the Rehabilitation, the Heritage Owner shall cause the Consultant to submit to the City a signed statement (in a form and content satisfactory to the City) confirming that the Rehabilitation has been fully completed; and
- (b) the Development Owner covenants and agrees with the City, as covenants running with, charging and binding the Development Lands, that until the Rehabilitation is completed to the satisfaction of the City:
- (i) neither the Owner nor any other person whatsoever shall suffer, cause or permit the use or occupation of any dwelling constructed on the Development Lands;
 - (ii) neither the Owner nor any other person whatsoever shall suffer, cause or permit the application for an occupancy permit for any dwelling constructed on the Development Lands, or take any action, to compel the issuance of an occupancy permit therefor;
 - (iii) the City shall be under no obligation to issue an occupancy permit for any dwelling constructed on the Development Lands notwithstanding that all other conditions and City By-law requirements in respect thereof may have been fulfilled;
 - (iv) except for mortgaging the Development Lands to secure construction financing for the development thereon, the person that is the registered Owner on the Effective Date shall not transfer all or any of its legal or beneficial ownership in the Original Lands without the prior written consent of the City; and

once the Rehabilitation is completed to the satisfaction of the City, the City will at the request of the Development Owner execute a discharge of this Section 219 Covenant (prepared by the Development Owner at no cost to the City) from title to the Development Lands.

ARTICLE 3 CONTINUING HERITAGE PRESERVATION AND PROTECTION

3.1 Pursuant to Section 219 of the *Land Title Act*, the Heritage Owner covenants and agrees with the City, as a covenants and agreements running with, charging and binding the Heritage Lands, that:

- (a) the Heritage Owner shall preserve, protect, maintain and keep in good order the Heritage Building as would a reasonable and prudent owner;
- (b) the Heritage Owner shall not, except as may be permitted by a heritage alteration permit issued by the City, alter the exterior of, make structural changes to, or reconfigure the Heritage Building (or any part thereof);
- (c) if the Heritage Building is damaged, the Heritage Owner shall, at the Heritage Owner's sole expense, repair the Heritage Building if to do so is lawful and economic. In determining if is economic to repair the Heritage Building, the Heritage Owner and the City will consider only land economic factors including the cost of repair, the market value of a replacement "Heritage Building" after the completion of such repair and the fact that heritage incentives have been granted. If the Heritage Owner and the City cannot agree on whether it is economic to repair the Heritage Building, such question shall be determined by arbitration pursuant to section 3.1(d) of this Agreement. If the Heritage Owner and the City agree or if an arbitrator(s) determines that that it is uneconomic to repair the Heritage Building, the Heritage Owner shall not be obligated to repair the Heritage Building but will be restricted to restoring and replicating it on the Heritage Lands;
- (d) all disputes arising from section 3.1(c) of this Agreement shall be determined by arbitration in the manner set-out in this section 3.1(d) of this Agreement. Within thirty (30) days following written notice of the dispute by either party to the other, such dispute shall be referred to a single arbitrator to be chosen by the Heritage Owner and the City; provided that if the Heritage Owner and the City do not agree as to the choice of a single arbitrator, then by three (3) arbitrators, one (1) of whom shall be chosen by the Heritage Owner, one (1) of whom shall be chosen by the City and the third by the two (2) so chosen and the third arbitrator so chosen shall be the chairman. Decisions will be made by the majority of the arbitrators. If within fifteen (15) days or such extended time as the parties may agree upon, a party who has been notified of a dispute fails to appoint an arbitrator or the two (2) arbitrators appointed by the parties do not agree upon a

third arbitrator, then the party or parties not in default may apply to the British Columbia International Commercial Arbitration Centre or, if a successor thereto does not exist at such time, to a Judge of the Supreme Court of British Columbia for the appointment of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. The costs of the reference and award shall be in the discretion of the arbitrators who may direct to and by whom and in what manner those costs or any part thereof shall be paid and may tax or settle the amount of costs to be so paid or any part thereof and may award costs to be paid as between solicitor and client. Except as to matters otherwise provided herein, the provisions of the *Commercial Arbitration Act of British Columbia*, as amended or re-enacted from time to time, shall apply; and

- (e) the City may affix a commemorative plaque to the Heritage Building and the Heritage Owner shall refrain from obscuring, defacing or removing same.

ARTICLE 4 DESIGNATION OF HERITAGE BUILDING AND VARIATION OF ZONING BY-LAW

4.1 The Heritage Owner hereby consents to the Heritage Building being designated by a heritage designation by-law as a heritage property pursuant to Section 602 (1) of the *Vancouver Charter* and releases and forever discharges the City, its elected officials, officers, employees and agents from any entitlement, claims, causes of action or actions, damages, losses, costs, demands, liabilities and expenses whatsoever, now existing or hereafter arising, as a result of the Heritage Building being so designated.

4.2 The Zoning By-law is hereby varied and supplemented in respect of the Heritage Lands (nothing in this agreement varies such by-law as it applies to any other property) by limiting the square feet of buildable area thereon to 10,930 square feet.

4.3 Pursuant to Section 219 of the *Land Title Act*, the Heritage Owner covenants and agrees with the City, as a covenant and agreement running with, charging and binding the Heritage Lands, that notwithstanding the Zoning By-law, the Heritage Lands shall not be used at any time such that the total buildable area thereon will exceed 10,930 square feet.

ARTICLE 5 STATUTORY RIGHT OF WAY

5.1 Pursuant to Section 218 of the *Land Title Act*, the Heritage Owner hereby grants to the City a statutory right of way to enter and be upon the Heritage Lands to undertake and diligently prosecute to conclusion the Rehabilitation; provided, however, that nothing herein obligates the City to conduct the Rehabilitation, or any part thereof.

5.2 In the event that the City enters upon the Heritage Lands to conduct all, or any part, of the Rehabilitation:

- (a) there shall be no express or implied warranties as to the quality of the Rehabilitation or the suitability of the materials for the purposes for which they are put; and
- (b) the Heritage Owner shall pay to the City the costs incurred by the City in undertaking and diligently prosecuting to conclusion the Rehabilitation plus twenty percent (20%) of such costs as fair compensation for the City's administrative costs.

5.3 The statutory right of way set out in this Article 5 of this Agreement is necessary for the operation and maintenance of the City's undertaking.

ARTICLE 6 EQUITABLE CHARGE

6.1 The Heritage Owner grants to the City an equitable charge over the Heritage Lands for the payment of all sums (including all interest thereon) which may at any time be payable by the Heritage Owner to the City under the terms of this Agreement or otherwise at law and the provisions of this Article 6 shall survive any termination of this Agreement and continue to apply. This equitable charge may be enforced by the appointment of a receiver for the sale of the Heritage Lands.

ARTICLE 7 RELEASE AND INDEMNITY

7.1 The Owner, both in its capacity as Heritage Owner and in its capacity as Development Owner hereby releases, and agrees to indemnify and save harmless the City and its officials, councillors, employees, contractors, agents and licensees, from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs and legal costs on a solicitor own client basis which the City or its officials, councillors, employees, contractors, agents or licencees may suffer or incur arising out of or in any way connected with:

- (a) the City conducting all or any portion of the Rehabilitation;
- (b) the City withholding any permits (including, without limitation, any occupancy permits) under this Agreement (even if the Owner has otherwise complied with all permit requirements); or
- (c) this Agreement.

The release and indemnity set out in this Article 7 of this Agreement is an integral part of each of the instruments that constitute this Agreement including, without limitation, the Section 219

covenants contained in sections 2.1, 3.1, 4.3 and 8.7. The release and indemnity set out in this Article 7 of this Agreement shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8 GENERAL

8.1 If the registered owner of the Heritage Lands shall be more than one party such parties shall be jointly and severally liable to the City for the performance and observance of the Heritage Owner's obligations in this Agreement.

8.2 The Owner shall, after execution of this Agreement, do or cause to be done, at its own cost and expense, all things and acts necessary to ensure that this registrable charges in this Agreement are registered against title to the Heritage Lands and the Development Lands, as the case may be, with priority over all other encumbrances except encumbrances in favour of the City.

8.3 In any action to enforce this Agreement the City shall be entitled to court costs on a solicitor and own client basis. In addition to any other rights the City may have pursuant to this Agreement or at law or in equity, the City may enforce this Agreement by mandatory and prohibitory injunctions.

8.4 If the Land Title Office refuses to register this Agreement, the Owner agrees to modify or re-execute this Agreement so as to permit registration.

8.5 This Agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and this Agreement shall charge and run with the Heritage Lands and the Development Lands, as the case may be, and shall enure to the benefit of and be binding upon the Owner's successors in title and their respective trustees and successors and all parties claiming through such owners.

8.6 Without limiting the generality of section 8.5 of this Agreement, if the Development Lands, or any portion thereof, is subdivided by way of a strata plan:

- (a) this Agreement shall charge each strata lot and shall be noted on the common property sheet of the strata corporation;
- (b) the strata corporation or strata corporations so created shall be responsible for the performance and observance of the Development Owner's covenants and obligations herein at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Development Owner's covenants and obligations in this agreement shall be in proportion to the unit entitlement of his, hers or its strata lot as established by the strata plan and shall be treated as a common expense and all strata lot owners shall contribute to such costs in proportion to their unit entitlement.

8.7 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City that:

- (a) the Original Lands shall not be used in any way that is inconsistent with the terms of this Agreement; and
- (b) as Heritage Owner it will not suffer, cause or permit the Heritage Lands to be subdivided by strata plan and that any subdivision of the Heritage Lands in contravention of this covenant will be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending plan, at the Owner's expense.

8.8 Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Heritage Lands or the Development Lands as if this Agreement had not been executed and delivered by the Owner and the City.

8.9 Words herein importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires.

8.10 The sections in this Article 8 of this Agreement form an integral part of each of the instruments that constitute this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C which is a part hereof.

SCHEDULE "A"

Attach Subdivision Plan

END OF DOCUMENT

EXPLANATION

Heritage Designation By-law re 1402 McRae Avenue

On April 1, 2008, after the public hearing on February 14 and 19, and March 10 and 27, 2008, Council approved a recommendation to designate a building at 1402 McRae Avenue as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
November 25, 2008

1402 McRae Avenue



BY-LAW NO. _____

**A By-law to designate certain real property
as protected heritage property**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council considers that the real property described as:

(i) Structure and exterior envelope of the improvements and exterior building materials including the Nichol House	1402 McRae Avenue	PID: 027-666-182 Lot A Block 50 District Lot 526 Plan BCP38409
--	-------------------	--

(ii) That portion of the grounds comprising 4,413.2 m ² more or less of the property and bounded by the new west and existing south property lines as well as the property lines along The Crescent (south east) and McRae Avenue (north and north east) including, without limitation, those features on that portion of the grounds consisting of the formal gardens, and the stone wall along the street frontages including all large entries to the main entrance and driveway, the small entry, and all gate posts and iron gates		and PID: 027-666-191 Lot B Block 50 District Lot 526 Plan BCP38409
--	--	---

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

EXPLANATION

**A By-law to amend CD-1 By-law No. 8587
re 651 Expo Boulevard**

After the public hearing on March 11, 2008, Council resolved to amend this CD-1 By-law to remove the requirement for affordable housing, to increase height, and to increase the maximum allowable number of dwelling units. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 25, 2008

651 Expo Boulevard

BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 8587

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of By-law No. 8587.
2. From section 2, Council repeals the definition of "Core-need Household".
3. From section 3, Council repeals subsection (a), and substitutes:
 "(a) Dwelling Units in multiple dwellings, not exceeding 1,140 dwelling units, provided that at least 285 dwelling units must be for family housing, and their design must be in accordance with Council's "High-Density Housing for Families with Children Guidelines";".
4. In section 6, Council:
 - (a) from subsection (a), strikes out ", not including units designated for core need subsidized seniors housing or non-market housing,";
 - (b) strikes out subsection (b); and
 - (c) re-letters subsections (c) to (e) as subsections (b) to (d) respectively.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION

A By-law to amend the FCN ODP By-law re dwelling units

After the public hearing on March 11, 2008, Council resolved to amend the FCN ODP By-law to change the requirements for certain residential dwelling units and affordable housing. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 25, 2008

Dwelling units



BY-LAW NO. _____

**A By-law to amend False Creek North
Official Development Plan By-law No. 6650**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions and figures of Schedule A to the False Creek North Official Development Plan By-law No. 6650.
2. From the second paragraph of section 3.2.1, Council strikes out “9,818”, and substitutes “9,842”.
3. From the sixth paragraph of section 3.2.1, Council strikes out “15.5 percent”, and substitutes “13%”.
4. Council repeals Figure #4 Residential Units as follows, and substitutes:

Figure #4 - Residential Units

Area Neighbourhood		Affordable		Market		Total Units
		Non-Family	Family	Non-Family	Family	
7B Viaducts	Units	0	0	855	285	1,140
	%	0	0	75.0	25.0	
Total						9,842

		Affordable		Market	
		Non-Family	Family	Non-Family	Family
Sub-total	Units	619	665	6,950	1,608
	%	6.3	6.7	70.6	16.4
Total	Units	1,284		8,558	
	%	13		87	
Grand total	Units	9,842			
	%	100			

