

EXPLANATION**Street Name By-law No. 4054 re East 1st Avenue and Thornton Street**

Enactment of the attached by-law will implement Council's resolution of March 24, 2009 to name the particular street set out in the by-law.

Director of Legal Services
April 7, 2009

BY-LAW NO. _____



**A By-law to amend Street Name By-law No. 4054
re East 1st Avenue and Thornton Street**

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

1. Council amends By-law No. 4054 by assigning the name “East 1st Avenue” to the extension of the existing East 1st Avenue, which extension is shown outlined in thick black on the plan marginally numbered LF 11877 attached to and forming part of this By-law, and the “Official Street Name Map of the City of Vancouver”, which is the plan marginally numbered L325 attached to and forming part of By-law No. 4054, by adding to it “East 1st Avenue” located as shown on the plan marginally numbered LF 11877.
2. Council amends By-law No. 4054 by assigning the name “Thornton Street” to that street, between Great Northern Way and the BNSF Railway, outlined in thick black on the plan marginally numbered LF 11877 attached to and forming part of this By-law, and the “Official Street Name Map of the City of Vancouver”, which is the plan marginally numbered L325 attached to and forming part of By-law No. 4054, by adding to it “Thornton Street” located as shown on the plan marginally numbered LF 11877.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2009

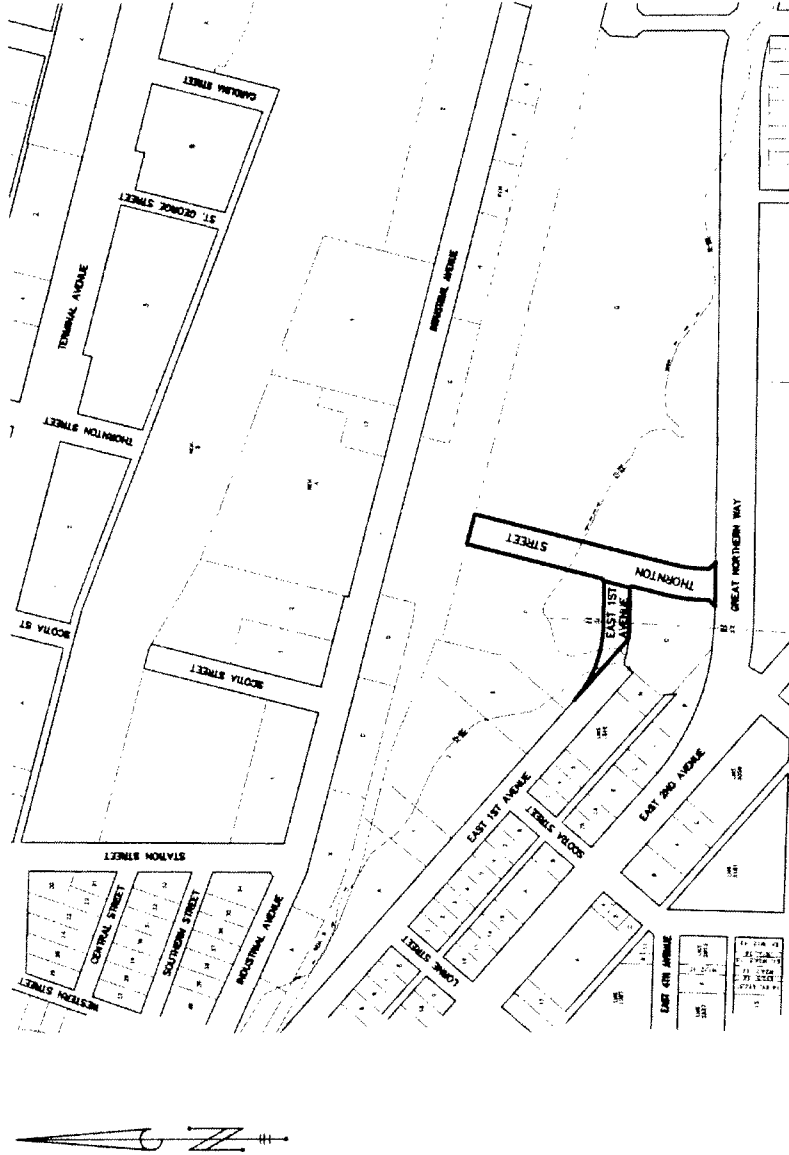
Mayor

City Clerk

LF 11877

**PLAN TO ACCOMPANY A BY-LAW TO
AMEND STREET NAME BY-LAW No. 4054.**

NOT TO SCALE



ENGINEERING SERVICES
FEBRUARY 5, 2009

DMK, MAPS Q&R-11&12

LF 11877

EXPLANATION**Street Name By-law No. 4054 re Canada Place Extension**

Enactment of the attached by-law will implement Council's resolution of March 24, 2009 to name the particular street set out in the by-law.

Director of Legal Services
April 7, 2009

BY-LAW NO. _____



**A By-law to amend Street Name By-law No. 4054
re Canada Place Extension**

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

1. Council amends By-law No. 4054 by assigning the name "Canada Place" to the extension of the existing Canada Place, which extension is shown outlined in thick black on the plan marginally numbered LF 11887 attached to and forming part of this By-law, and the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325 attached to and forming part of By-law No. 4054, by adding to it "Canada Place" located as shown on the plan marginally numbered LF 11887.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2009

Mayor

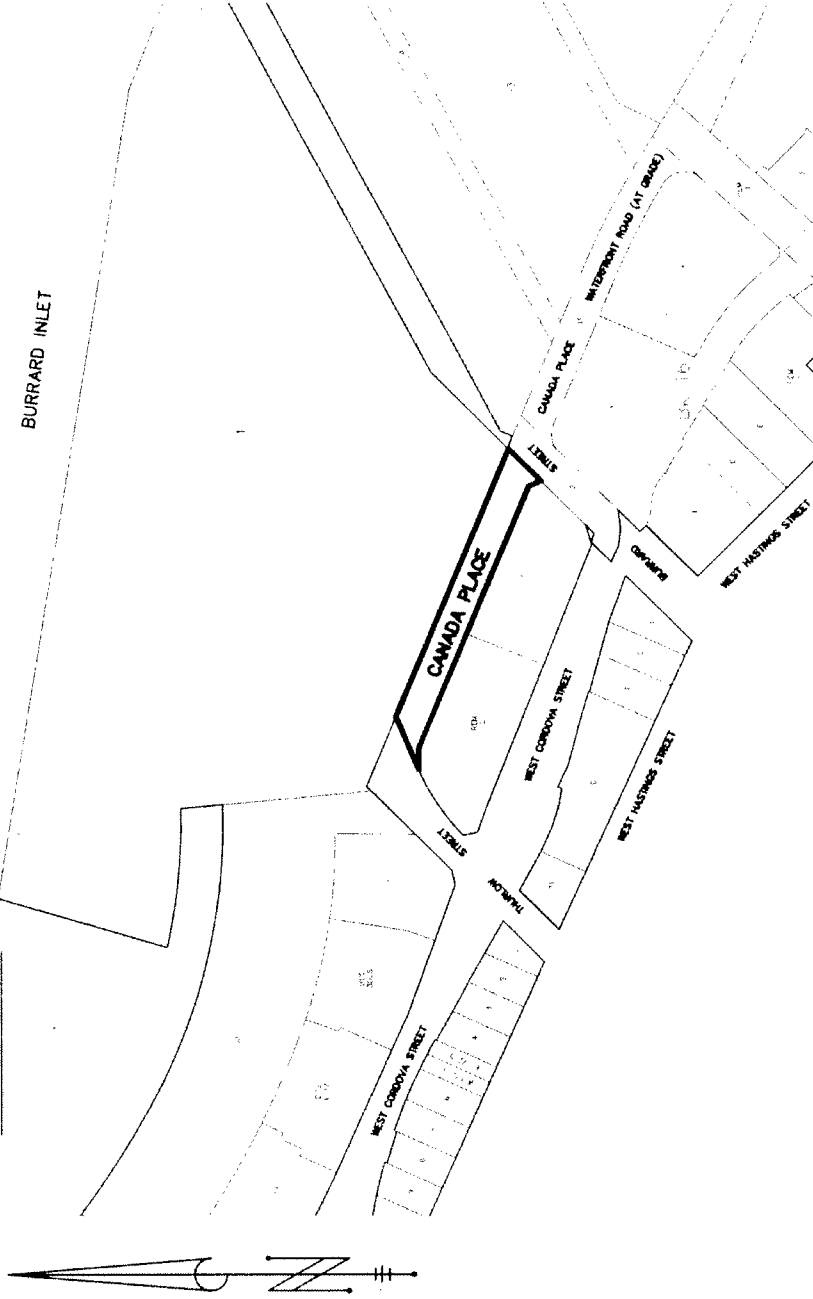
City Clerk

LF 11887

PLAN TO ACCOMPANY A BY-LAW TO
AMEND STREET NAME BY-LAW No. 4054

NOT TO SCALE

BURRARD INLET



ENGINEERING SERVICES
FEBRUARY 5, 2009

DMK, MAP 0-7

LF 11887

EXPLANATION

**Vancouver Archives By-law amending by-law
re fees and charges**

The attached by-law will implement Council's resolution of March 24, 2009 to establish fees and charges for products and services supplied or performed by the Vancouver Archives.

Director of Legal Services
April 7, 2009

BY-LAW NO. _____



Vancouver Archives By-law regarding fees and charges

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

1. The name of this By-law, for citation, is the "Vancouver Archives By-law".
2. The city may impose the fees and charges set out in Schedule A attached to this By-law, which Schedule A is to form part of this By-law, for goods and services supplied or performed by the Vancouver Archives, being the Records and Archives Division of the city.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2009

Mayor

City Clerk

SCHEDULE A

Goods and Services:

| Reproductions | Price (excluding tax) |
|--|-------------------------------------|
| Digital: | |
| Digital file | \$17.00 per image |
| 8 x 10 print (paper is glossy) | \$17.00 per print |
| Rush service | 100% surcharge per item |
| Custom scanning (no Rush Service) | \$68.00 per TIFF |
| Digital betacam copy | Current rates of third party vendor |
| Photocopies | \$0.26 per page |
| Microcopies (on paper from microform reader/printer) | \$0.48 per page |
| Oversize bond prints (11 x 17): | |
| From original | \$13.63 per page |
| From microfiche/film | \$7.52 per page |
| Micrographics: | |
| Microfiche duplicate | \$3.00 per fiche jacket |
| Microfilm reel duplicate | \$36.73 per reel |
| Tax Searches | \$25.00 per legal description |

Postage and Handling:

| Size | # of prints | Price | | |
|-------------------------|-------------|--|--------|---------------------|
| | | Canada | U.S. | International (Air) |
| 8 x 10 | 1 - 6 | \$3.00 | \$4.25 | \$7.50 |
| | 7 - 14 | \$4.25 | \$6.00 | \$12.00 |
| CD/DVD only | | \$3.00 | \$4.25 | \$7.50 |
| CD/DVD plus 8x10 photos | 1-3 photos | \$3.00 | \$4.25 | \$7.50 |
| CD/DVD plus 8x10 photos | 4-15 photos | \$4.25 | \$6.00 | \$12.00 |
| Other | | Cost recovery based on postal/courier charge | | |

EXPLANATION

**Parking Meter By-law
re pay by phone system**

Enactment of the attached by-law will implement Council's resolution of March 24, 2009, to implement a pay phone system.

Director of Legal Services
April 7, 2009



BY-LAW NO. _____

**A By-law to amend Parking Meter By-law No. 2952
to implement a pay by phone system**

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

1. This By-law amends the indicated provisions of the Parking Meter By-law.
2. Council repeals subsections (2) and (3) of section 2, and substitutes:
 - “(2) “Metered Space” means:
 - (1) in the case of a parking meter stand with a single parking meter head, that rectangular portion of the adjacent curb lane measuring not less than 5.4 metres from the centre of the base of the parking meter stand in the direction counter to the direction of the curb lane traffic and measuring 2.5 metres from the curb in a roadward direction.
 - (2) in the case of a parking meter stand equipped with two (2) parking meter heads
 - (a) with regard to the parking meter head first in sequence in the direction of the curb lane traffic, that rectangular portion of the adjacent curb lane measuring not less than 5.4 metres from the centre of the base of the parking meter stand in the direction counter to the direction of the curb lane traffic and measuring 2.5 metres from the curb in a roadward direction;
 - (b) with regard to the parking meter head second in sequence in the direction of the curb lane traffic, that rectangular portion of the adjacent curb lane measuring not less than 5.4 metres from the centre of the base of the parking meter stand in the direction of the curb lane traffic and measuring 2.5 metres from the curb in a roadward direction.
 - (3) where a parking meter is installed adjacent to a curb lane which is marked with parallel angular lines or other markings, forming parallel angular lines, that portion of the curb lane designated for the accommodation of vehicles by said lines or markings and being nearest the applicable meter head.
 - (4) in the case of a pay station, any space on a street, between the curb adjacent to the street and an imaginary line on the roadway of the street parallel to and 2.5 metres from the curb, where:
 - (a) parking is lawful; and

- (b) the street sign that regulates parking in such space indicates that the operator of a vehicle may pay the fee for parking the vehicle in such space at a pay station.
 - (3) “Metered Zone” means any street, or portion of a street allotted by resolution of Council for purposes of parking vehicles in respect of which a parking meter system, a pay by phone system, or a pay by licence plate system may be established and maintained to collect a fee for the use or occupation of a metered space established in such metered zone.”
3. Council repeals subsections (9) and (10) of section 2, and substitutes:
- “(9) “Pay by Licence Plate”, or grammatical variations of that term, means a system established by or on behalf of the city under which the operator of a vehicle may pay the fee for parking the vehicle in a metered space remotely at a pay station in accordance with the requirements of that system as indicated on or at the pay station.
 - (10) “Pay Station” means an electronic appliance designed for the purpose of gauging and indicating a time within which the operator of a vehicle may park the vehicle in a metered space.
 - (11) “Pay by Phone”, or grammatical variations of that term, means a system established by or on behalf of the city under which a person may:
 - (i) set up a cash or credit card account with the city, and
 - (ii) pay the fee for parking a vehicle in a metered space remotely by telephone in accordance with the requirements of that system.
 - (12) “Vehicle” includes any means of conveyance in, upon or by which any person or property is or may be transported or drawn upon a highway irrespective of the motive power, but shall not include any conveyance which is operated on rails or tracks.”
4. Council repeals sections 3 and 3A, and substitutes:
- “3. PLACING PARKING METERS AND PAY STATIONS:**
- (1) The City Engineer is to:
 - (a) establish and mark out metered spaces in all metered zones;
 - (b) install a parking meter at each metered space by firmly fastening the parking meter to the curb, sidewalk, or concrete pad adjoining the metered space; and

- (c) install at least one pay station on each side of each block of any street designated by Council as a pay by licence plate metered zone by firmly fastening the pay station to the curb, sidewalk, or concrete pad adjoining the roadway of the street.
- (2) Each parking meter is to:
 - (a) indicate the parking rate required and time allowed for parking in the adjacent metered space; and
 - (b) bear a telephone number by which an operator may pay by phone.
- (3) Each pay station is to indicate the parking rate required and time allowed for parking in the metered space within the metered zone to which the pay station applies.

3A. PAY BY PHONE

An operator who chooses to pay by phone must comply with the city's requirements regarding the pay by phone system including payment of the service charges set out in Schedule B of this By-law in connection with use of that system, which charges are in addition to parking meter rates, and are payable as set out in Schedule B, either by demand for payment or by deduction from the pay by phone account, whichever the city chooses.

3B. PAY BY LICENCE PLATE

An operator who pays by licence plate must comply with the city's requirements regarding the pay by licence plate system."

5. Council repeals section 5, and substitutes:

"5. PARKING TIME AND FEE:

- (1) Upon the parking of a vehicle in a metered space, the operator of the vehicle or an agent of the operator shall, as a fee for parking:
 - (a) deposit in the mechanical parking meter installed at the metered space one or more coins of Canada of a denomination indicated on the parking meter head and fully turn the handle on the meter head;
 - (b) in the case of an electronic parking meter, deposit in the parking meter installed at the metered space one or more coins of Canada of a denomination indicated on the parking meter head;

- (c) in the case of an electronic parking meter designed to accept a parking debit card, insert a parking debit card in the parking meter installed at the space;
 - (d) pay by phone by calling the telephone number on the parking meter, and recording the operator's account number, password, parking meter number, and the amount of parking time required; or
 - (e) pay by licence plate by:
 - (i) entering, at the pay station, the licence plate number of the operator's vehicle, and the amount of parking time required, and
 - (ii) pay the fee indicated by the pay station by a method of payment prescribed at the pay station.
- (2) When, after the action taken in subsection (1):
- (a) the window in a parking meter head;
 - (b) the time recorded by the city under the pay by phone option; or
 - (c) the time recorded by the pay station;

shows a time period that is greater than 0, the meter space may be lawfully occupied by a vehicle during the period of time shown, subject to all other restrictions, limitations or conditions of this by-law, including but not limited to subsection (3), and of the Street and Traffic By-law.

- (3) The right to occupy a metered space shall be subject to the following:
- (a) despite subsection (2), no vehicle shall be left in a metered space for a continuous period longer than the time limit in hours that is shown printed on the parking meter head or recorded under the pay by phone or pay by licence plate option; and
 - (b) the parking meter rates, unless otherwise indicated on the meter head:
 - (i) from and after May 29, 2007 to and including December 31, 2007 are to be the rates set out in each Legend on each of pages 1, 2, 3, 4, 5, and 6 of Schedule A - Part 1 for each of the areas shown and lettered on each of those pages, and

- (ii) from and after January 1, 2008 are to be the rates set out in each Legend on each of pages 1, 2, 3, 4, 5, and 6 of Schedule A - Part 2 for each of the areas shown and lettered on each of those pages.
- (4) No operator of a vehicle shall permit such vehicle to remain parked in a metered space where:
 - (a) the parking meter head placed at such metered space:
 - (i) shows a red or yellow disk or signal flag; or
 - (ii) displays four flashing zeros in a window; or
 - (iii) displays an "OUT OF ORDER" text in a window;
 - (b) the time recorded by the operator under the pay by phone or pay by licence plate option has expired; or
 - (c) parking of a vehicle therein is otherwise restricted or prohibited.
- (5) The operator of a vehicle may:
 - (a) use the unexpired time remaining on the meter from its previous use;
 - (b) not use the unexpired time remaining at a parking space under a pay by phone or pay by licence plate use at another parking space."
- 6. Council repeals section 8, and substitutes:

"8. Repealed."
- 7. Council repeals section 9, and substitutes:

"9. **SUBSTITUTES PROHIBITED:**

No person shall deposit, or cause to be deposited in any parking meter or pay station, a slug or similar device or a plastic or metallic substitute for the coins or debit cards prescribed by this by-law."

8. Council repeals section 12, and substitutes:

“12. COLLECTION OF PARKING FEES:

- (1) The General Manager of Engineering Services and City Comptroller shall:
 - (a) designate and appoint such persons as are required to make regular collections of the money deposited in parking meters or at pay stations;
 - (b) make such rules and regulations as deemed necessary for the:
 - (i) proper and safe collection and accounting of such fees,
 - (ii) proper accounting of fees paid by phone, and
 - (iii) proper accounting of fees paid by credit cards, debit cards, or other means.
- (2) All fees collected from parking meters or pay stations, and fees derived from other methods of payment, shall be the property of the City and shall be disbursed and used only for the following purposes, or any of them:
 - (a) There shall be paid first the costs of inspection, supervision, operation, maintenance, depreciation and replacement of parking meters and pay stations and other costs and expenses incidental thereto, including the cost of collection of the fees deposited in the parking meters or pay stations, and the cost of applying and operating the said by-law.
 - (b) After payment of the amounts described in paragraph (a) hereof an amount shall be set aside for traffic control purposes in a fund to be known as the “Reserve for Traffic Control”. Such amount shall be designated from time to time by a resolution of the Council as a percentage of the net revenue (being the gross revenue less the amounts paid in accordance with paragraph (a) hereof).
 - (c) After payment of the amounts described in paragraphs (a) and (b) hereof the cost of extensions and additions to the parking meter system, pay by phone system, or pay by licence plate system shall be paid.
 - (d) After payment of the amounts described in paragraphs (a), (b) and (c) hereof such an amount as may be determined by resolution of Council from time to time may be transferred to the General Revenue of the City.

- (e) After payments of the amounts described in paragraphs (a), (b), (c) and (d) hereof the balance remaining shall be transferred to a fund, to be known as the “Reserve for Parking Sites”, and to be used for the provision of off-street parking facilities.”

9. 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.

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

ENACTED by Council this day of , 2009

Mayor

City Clerk

EXPLANATION

**A By-law to modify fines
for breaches of the Street and Traffic By-law**

The attached by-law will implement Council's resolution of March 24, 2009 to amend the Street and Traffic By-law to increase fines.

Director of Legal Services
April 7, 2009

BY-LAW NO. _____



**A By-law to amend Street and Traffic By-law No. 2849
to modify fines for breaches**

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

1. From section 103(2) of the Street and Traffic By-law, Council repeals:

“17.6(e), 17.6(f), and 65\$60.00”,

and substitutes:

“17.6(e), 17.6(f), and 65\$70.00”,

and repeals:

“17.1 to 17.5 inclusive, 17.6(a), 17.6(b), 17.6(c), 17.6(d), 17.6(g), 17.6A,
17.7, 18.1, 18.2, 18.3, 19.1, 21.1 to 21.7 inclusive, 22.1, 22.4, 23.1,
23.1A, 23.3 and 30(2)\$90.00”,

and substitutes:

“17.1 to 17.5 inclusive, 17.6(a), 17.6(b), 17.6(c), 17.6(d), 17.6(g), 17.6A,
17.7, 18.1, 18.2, 18.3, 19.1, 21.1 to 21.7 inclusive, 22.1, 22.4, 23.1,
23.1A, 23.3 and 30(2)\$100.00”.

2. 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.

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

ENACTED by Council this _____ day of _____, 2009

Mayor

City Clerk

EXPLANATION

Parking Meter By-law 2009 Meter Rates and Fines

Enactment of the attached by-law will implement Council's resolution of March 24, 2009, to approve certain parking meter rate increases and certain expanded areas for the potential imposition of parking meter rates after public consultation, and to increase certain fines.

Director of Legal Services
April 7, 2009

BY-LAW NO. _____



**A By-law to amend Parking Meter By-law No. 2952
to increase parking meter rates and
expand areas and increase certain fines**

1. This By-law amends the indicated provisions and schedules of the Parking Meter By-law.
2. Council repeals section 5(3)(b), and substitutes the following:

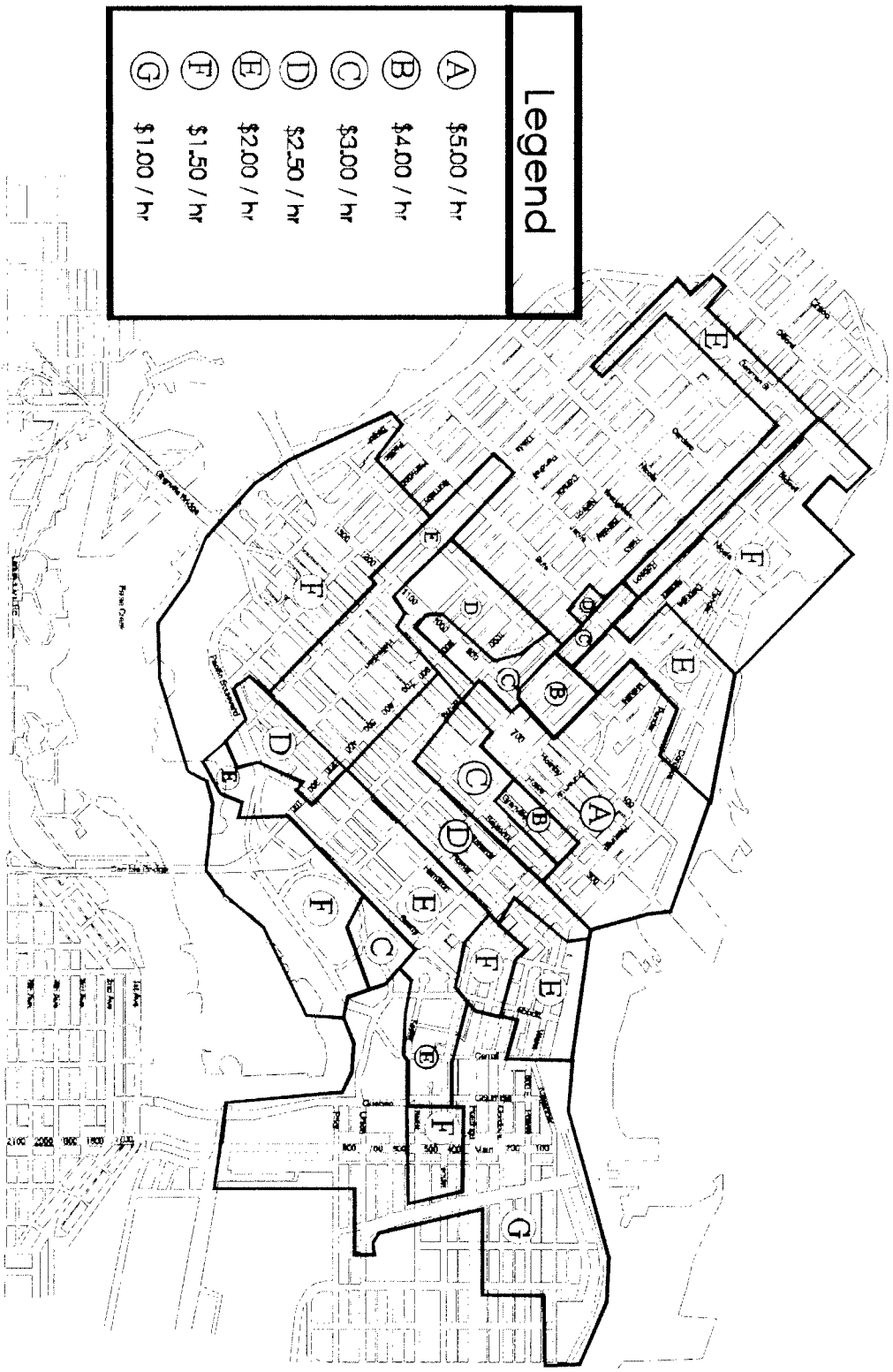
“(b) the parking meter rates, unless otherwise indicated on the meter head, from and after the date of enactment of this By-law are to be the rates set out in each Legend on each of pages 1, 2, 3, 4, 5, 6, and 7 of Schedule A for each of the areas shown and lettered on each of those pages.”
3. Pages 1, 2, 3, 4, 5, 6, and 7 of Schedule A attached to this By-law, are the pages referred to in section 5(3)(b), as amended by section 2 of this By-law.
4. From section 14 of the Parking Meter By-law, Council strikes out “\$60.00”, and substitutes “70.00”.
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.
6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2009

Mayor

City Clerk

N
Downtown
 Schedule A (Page 1 of 7)

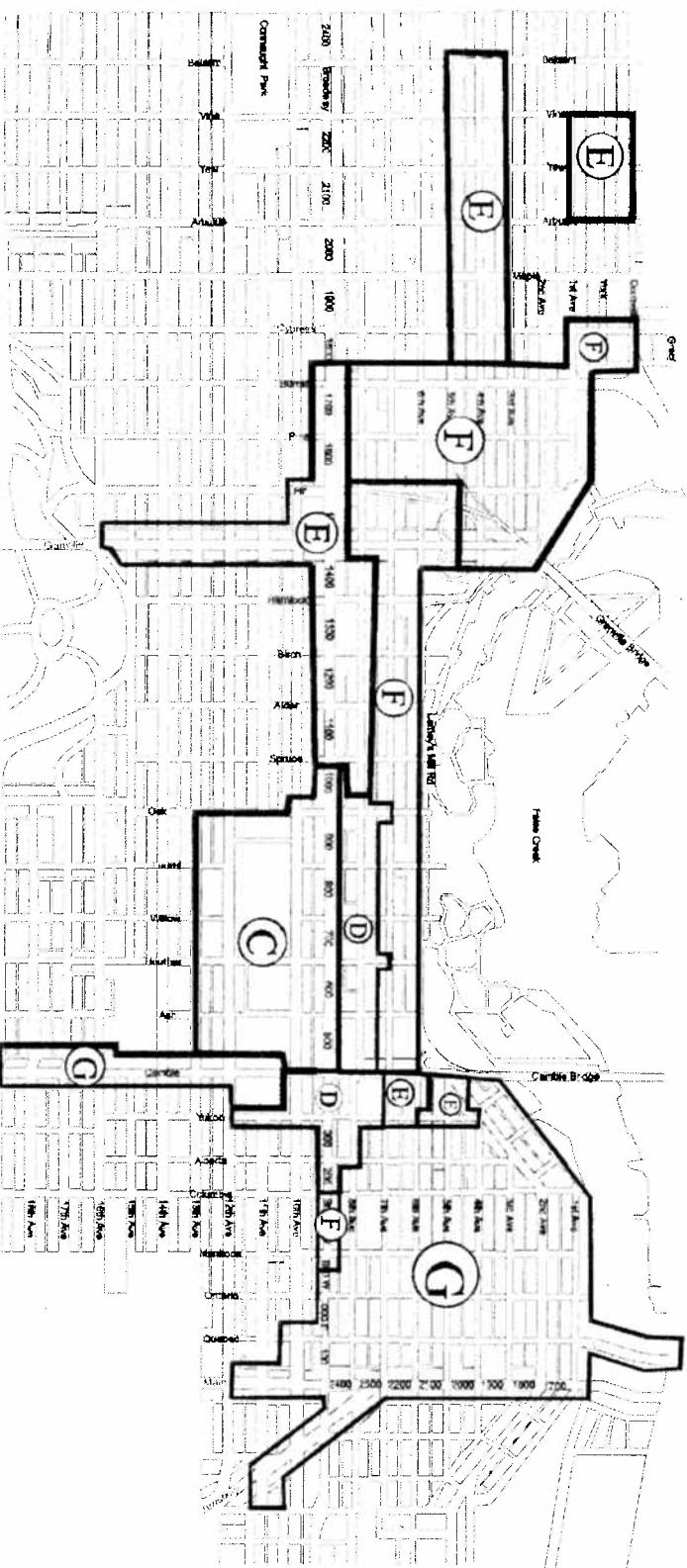




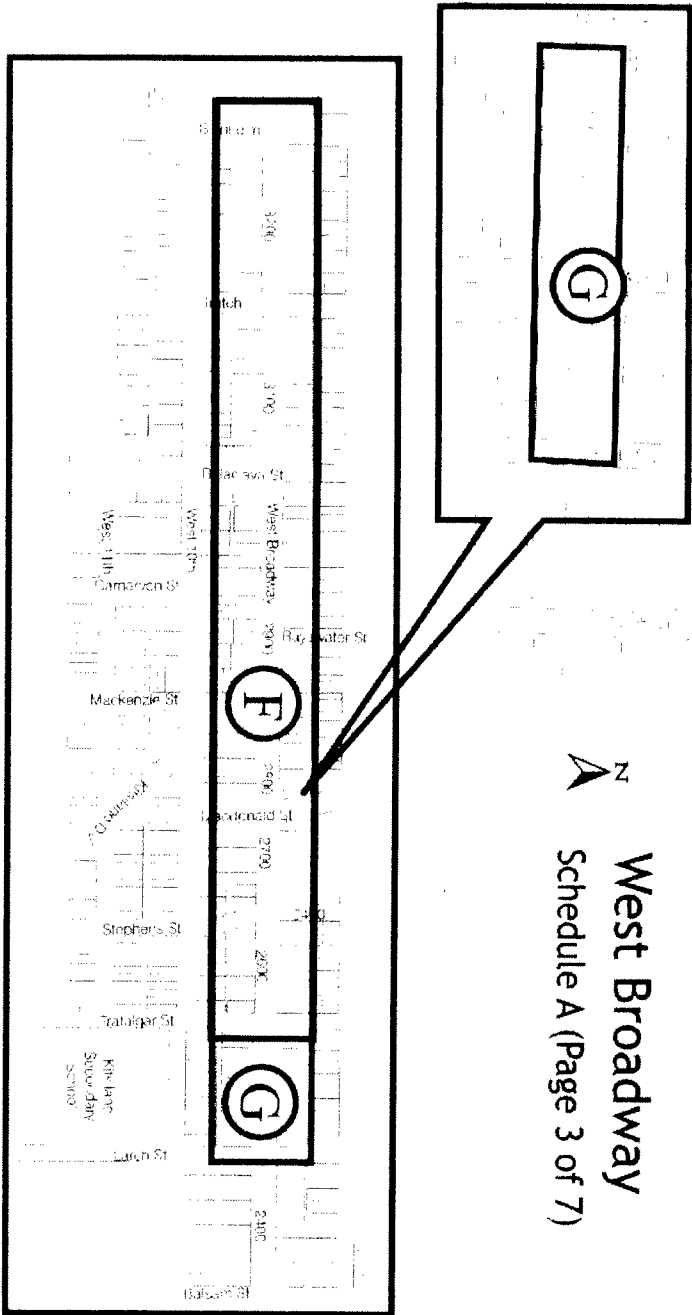
Broadway Corridor

 Schedule A (Page 2 of 7)

| Legend | |
|--------|-------------|
| Ⓐ | \$5.00 / hr |
| Ⓑ | \$4.00 / hr |
| Ⓒ | \$3.00 / hr |
| Ⓓ | \$2.50 / hr |
| Ⓔ | \$2.00 / hr |
| Ⓕ | \$1.50 / hr |
| Ⓖ | \$1.00 / hr |



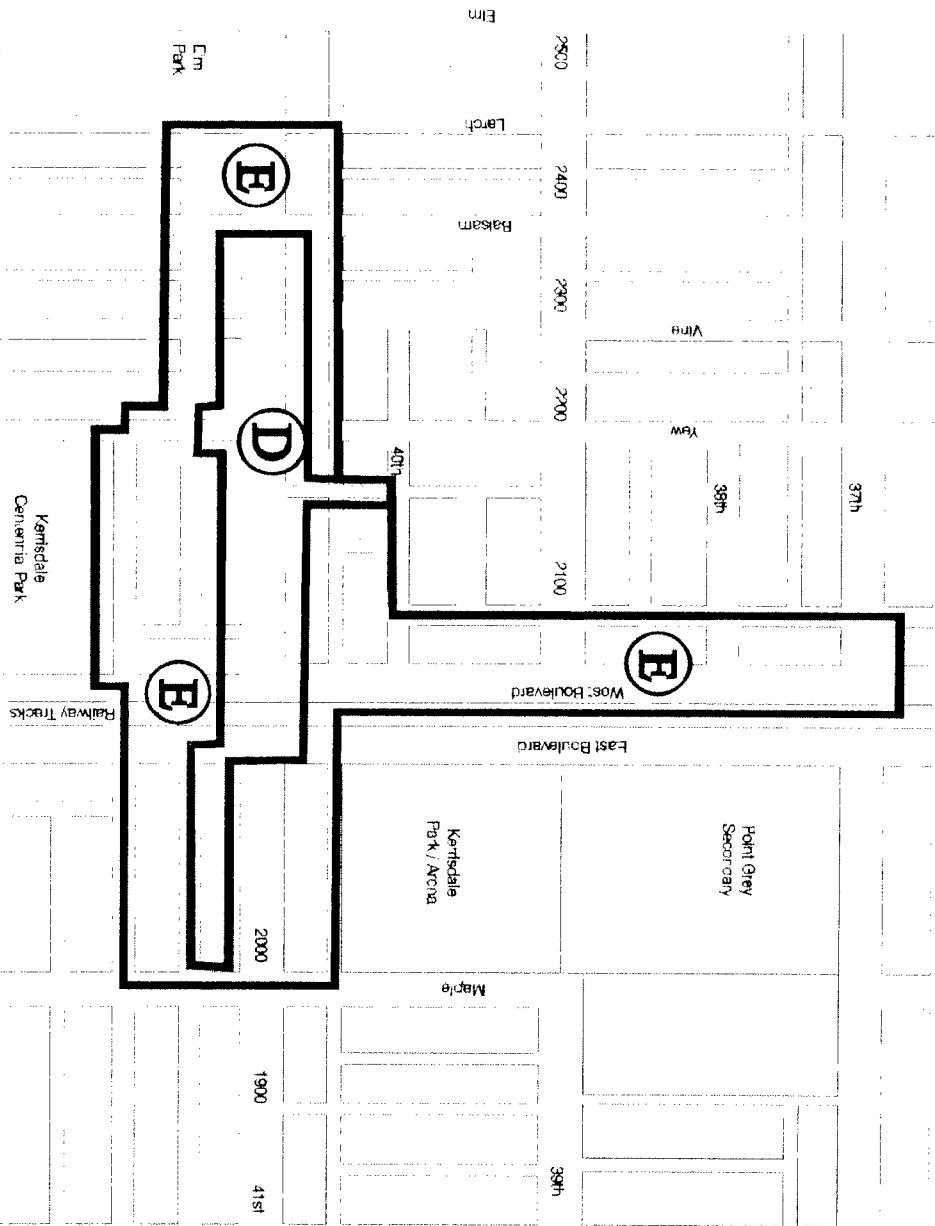
West Broadway Schedule A (Page 3 of 7)



| Legend | |
|--------|-------------|
| (A) | \$5.00 / hr |
| (B) | \$4.00 / hr |
| (C) | \$3.00 / hr |
| (D) | \$2.50 / hr |
| (E) | \$2.00 / hr |
| (F) | \$1.50 / hr |
| (G) | \$1.00 / hr |

Kerrisdale

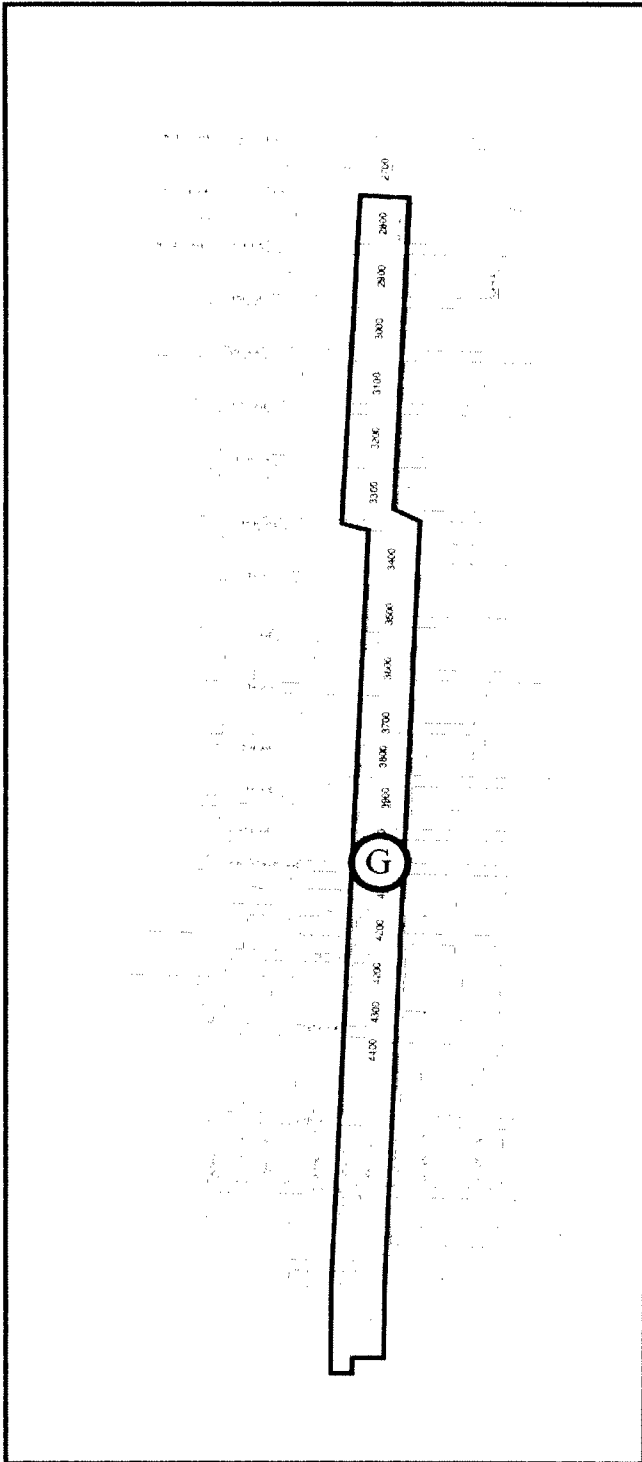
Schedule A (Page 4 of 7)



| Legend | |
|--------|-------------|
| Ⓐ | \$5.00 / hr |
| Ⓑ | \$4.00 / hr |
| Ⓒ | \$3.00 / hr |
| Ⓓ | \$2.50 / hr |
| Ⓔ | \$2.00 / hr |
| Ⓕ | \$1.50 / hr |
| Ⓖ | \$1.00 / hr |

Main Street

Schedule A (Page 5 of 7)

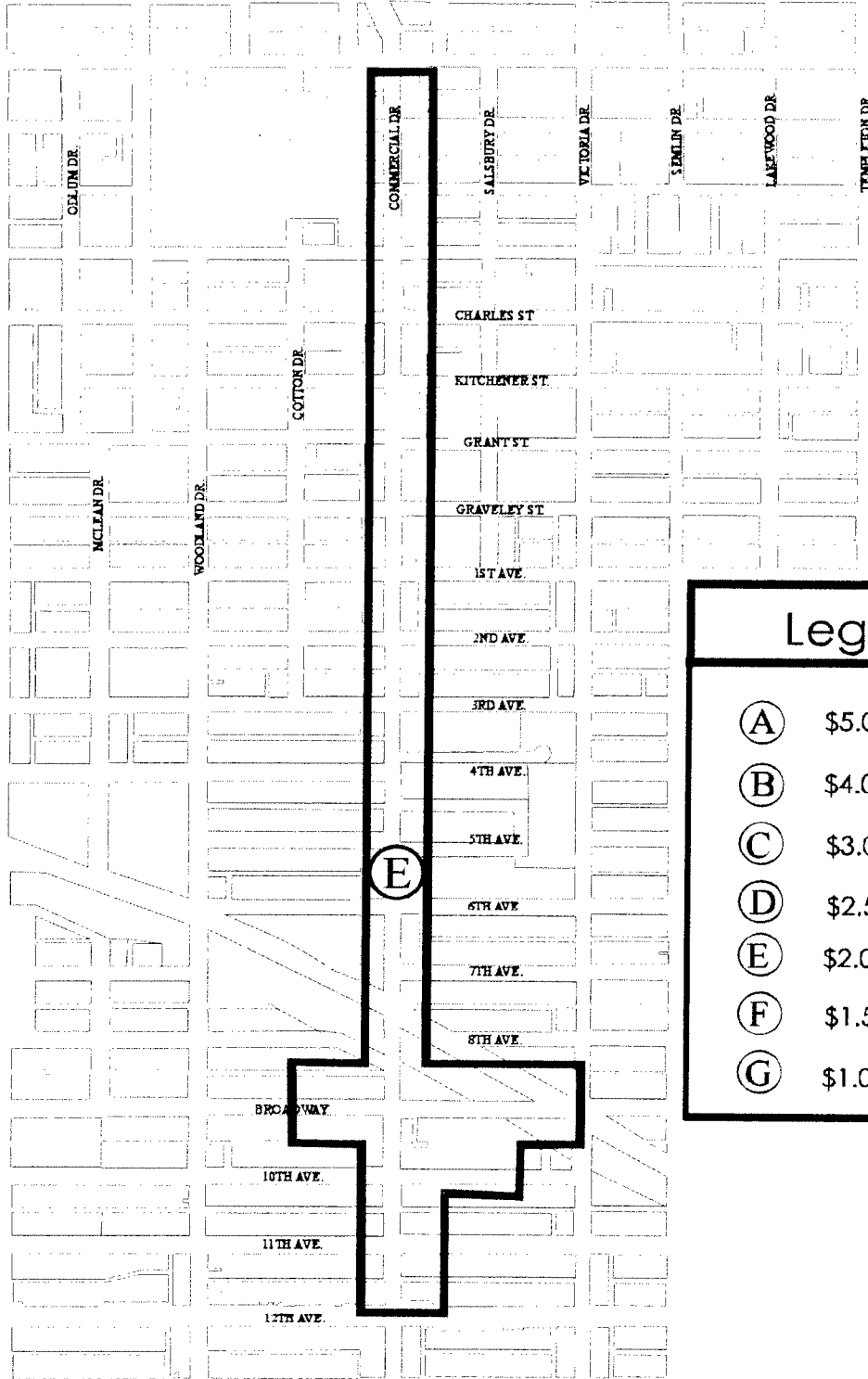


| Legend | |
|--------|-------------|
| Ⓐ | \$5.00 / hr |
| Ⓑ | \$4.00 / hr |
| Ⓒ | \$3.00 / hr |
| Ⓓ | \$2.50 / hr |
| Ⓔ | \$2.00 / hr |
| Ⓕ | \$1.50 / hr |
| Ⓖ | \$1.00 / hr |



Commercial Drive

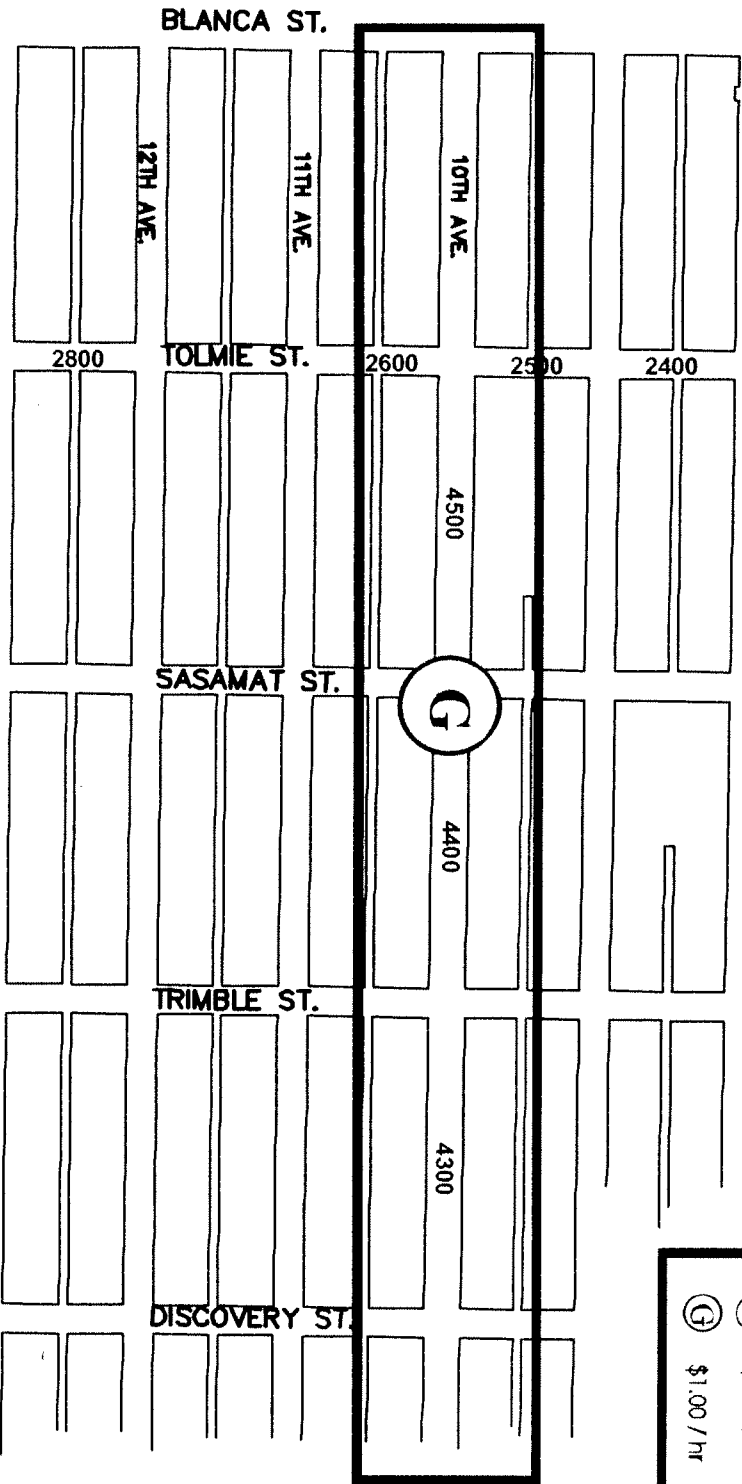
Schedule A (Page 6 of 7)



| Legend | |
|--------|-------------|
| (A) | \$5.00 / hr |
| (B) | \$4.00 / hr |
| (C) | \$3.00 / hr |
| (D) | \$2.50 / hr |
| (E) | \$2.00 / hr |
| (F) | \$1.50 / hr |
| (G) | \$1.00 / hr |



West Point Grey
Schedule A (Page 7 of 7)



| Legend | |
|--------|-------------|
| Ⓐ | \$5.00 / hr |
| Ⓑ | \$4.00 / hr |
| Ⓒ | \$3.00 / hr |
| Ⓓ | \$2.50 / hr |
| Ⓔ | \$2.00 / hr |
| Ⓕ | \$1.50 / hr |
| Ⓖ | \$1.00 / hr |

EXPLANATION**Authorization to enter into a housing agreement
re certain properties owned by Provincial Rental Housing Corporation**

On September 9, 2008, Council approved a recommendation to approve a housing agreement with Provincial Rental Housing Corporation regarding financing and upgrading of single room rental accommodation on certain properties. 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
April 7, 2009

Provincial Rental Housing Corporation



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
with respect to certain properties owned by
Provincial Rental Housing Corporation**

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 in Schedule A to this By-law, in substantially the form and substance of the housing agreement attached as Schedule B 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 _____, 2009

Mayor

City Clerk

Schedule A

- 335 Princess Avenue
PID: 015-584-232
Lot 17 Block 58 District Lot 196 Plan 196, and

PID: 015-584-241
Lot 18 Block 58 District Lot 196 Plan 196
- 518 Richards Street
PID: 012-520-896
Lot 34, except the South 0.083 feet, Block 35 District Lot 541 Plan 210, and

PID: 012-520-918
Lot 35 Block 35 District Lot 541 Plan 210, and

PID: 012-520-942
Lot 36 Block 35 District Lot 541 Plan 210
- 166 East Hastings Street
PID: 004-568-273
Lot 42 Block 12 District Lot 196 Plan 184
- 329 Gore Avenue
PID: 007-943-555
Lot 20 Block 10 District Lot 196 Plan 184, and

PID: 007-943-571
Lot 21 Block 10 District Lot 196 Plan 184
- 456 East Hastings Street
PID: 015-578-054
Lot 11 Block 70 District Lot 196 Plan 196
- 429 West Pender Street
PID: 003-122-620
Lot 16 Block 25 District Lot 541 Plan 210

- 404 Hawks Avenue
PID: 015-577-686
The North 1/2 of Lot 1 Block 66 District Lot 181 Plan 196, and

PID: 015-577-783
The North 1/2 of Lot 2 Block 66 District Lot 181 Plan 196
- 258 East Hastings Street
PID: 015-679-926
Lot 29 Block 11 District Lot 196 Plan 184
- 1161 Granville Street
PID: 012-594-229
Lot 26 Block 92 District Lot 541 Plan 210, and

PID: 012-594-237
Lot 27 Block 92 District Lot 541 Plan 210
- 261 East Hastings Street
PID: 002-860-210
Lot 18 Block 10 District Lot 196 Plan 184

Schedule B

HOUSING AGREEMENT

THIS AGREEMENT is entered into as of the 16th day of March, 2009 by and among:

PROVINCIAL RENTAL HOUSING CORPORATION (Inc. No. 52129), a company affiliated with BCHMC, which holds interests in land managed and/or financed by BCHMC, having an office at Suite 1701 - 4555 Kingsway, Burnaby, B.C., V5H 4V8
(as more particularly defined in Section 1.1, the “Owner”)

AND:

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION, an entity created by Order-in-Council of the Province of British Columbia under the *Housing Act* (British Columbia) to fulfil the Provincial government’s commitment to develop, manage and administer subsidized housing, having an office at Suite 1701 - 4555 Kingsway, Burnaby, B.C., V5H 4V8
(“BCHMC”)

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter*, having an office at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4
(the “City”)

WHEREAS:

A. The Owner is the registered and beneficial owner of the following lands and premises in the City of Vancouver:

- the “Carl Rooms” located at 335 Princess Avenue, legally known and described as:
 - PID: 015-584-232
 - Lot 17 Block 58 District Lot 196 Plan 196, and

 - PID: 015-584-241
 - Lot 18 Block 58 District Lot 196 Plan 196

- the “Marble Arch Hotel” located at 518 Richards Street, legally known and described as:
 - PID: 012-520-896
Lot 34, Except the South 0.083 Feet,
Block 35 District Lot 541 Plan 210, and
 - PID: 012-520-918
Lot 35, Block 35 District Lot 541 Plan 210, and
 - PID: 012-520-942
Lot 36, Block 35 District Lot 541 Plan 210

- the “Molson Bank” building located at 166 East Hastings Street, legally known and described as:
 - PID: 004-568-273
Lot 42 Block 12 District Lot 196 Plan 184

- the “Orange Hall” located at 329 Gore Avenue, legally known and described as:
 - PID: 007-943-555
Lot 20 Block 10 District Lot 196 Plan 184, and
 - PID: 007-943-571
Lot 21 Block 10 District Lot 196 Plan 184

- the “Orwell Hotel” located at 456 East Hastings Street, legally known and described as:
 - PID: 015-578-054
Lot 11 Block 70 District Lot 196 Plan 196

- the “Park Hotel” located at 429 West Pender Street, legally known and described as:
 - PID: 003-122-620
Lot 16 Block 25 District Lot 541 Plan 210

- the “Rice Block” located at 404 Hawks Avenue, legally known and described as:
 - PID: 015-577-686
The North 1/2 of Lot 1 Block 66 District Lot 181 Plan 196, and
 - PID: 015-577-783
The North 1/2 of Lot 2 Block 66 District Lot 181 Plan 196

- the “Savoy Hotel” located at 258 East Hastings Street, legally known and described as:
 PID: 015-679-926
 Lot 29 Block 11 District Lot 196 Plan 184

- “St. Helen’s” located at 1161 Granville Street, legally known and described as:
 PID: 012-594-229
 Lot 26 Block 92 District Lot 541 Plan 210, and

 PID: 012-594-237
 Lot 27 Block 92 District Lot 541 Plan 210

- the “Walton Hotel” located at 261 East Hastings Street, legally known and described as:
 PID: 002-860-210
 Lot 18 Block 10 District Lot 196 Plan 184

(collectively hereinafter referred to as the “Lands”);

B. On August 28, 2008, the City’s elected municipal Council (“City Council”) approved a contribution of Five Million Dollars (\$5,000,000) to BCHMC to enable it to assist the Owner in financing the acquisition and upgrade of the more than five hundred (500) single room occupancy (“SRO”) units contained in the buildings located on the Lands, subject to BCHMC and the Owner entering into a housing agreement with the City in respect of the Lands for a term of twenty (20) years from the date of purchase of the Lands by the Owner, containing the terms and conditions then agreed to by City Council; and

C. This Agreement sets forth the agreement of the Owner, BCHMC and the City in respect of the above-mentioned housing agreement.

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, BCHMC and the City agree, pursuant to Section 565.2 of the *Vancouver Charter*, as follows:

**ARTICLE 1
 DEFINITIONS AND INTERPRETATION**

1.1 Definitions. For all purposes of this Agreement, the terms defined in this Section 1.1, unless otherwise specifically provided herein or the context otherwise requires, will have the meanings hereinafter specified. The defined terms are:

- (a) “**Agreement**” means this housing agreement, including all of the Recitals set forth above and all Schedules hereto, if any;

- (b) “**Core Need Income Threshold**” or “**CNIT**” means the maximum annual gross income from time to time at or below which a household (including a single person household) occupying a particular type of dwelling unit in Vancouver is considered by BCHMC as being in core need. The CNITs are set from time to time by BCHMC in conjunction with Canada Mortgage Housing Corporation (“**CHMC**”) for different regions of the province. If BCHMC ceases to set CNITs on a regular basis (at least once every 3 years) then the City shall set the CNITs annually using the same criteria and methods last employed by BCHMC or CHMC;
- (c) “**Land Title Act**” means the Land Title Act, R.S.B.C. 1996, c.250;
- (d) “**Land Title Office**” means the Province of British Columbia’s land title office for the jurisdiction in which the Lands are situate;
- (e) “**Owner**” is the Provincial Rental Housing Corporation, and includes all of its assigns, successors and successors in title and interest, both registered and beneficial, to the Lands or any part thereof;
- (f) “**SRO**” has the meaning ascribed to that term in Recital B;
- (g) “**Term**” means the term of this Agreement, being the period commencing on the date of registration in the Land Title Office, on title to the Lands, of a notice in respect of this Agreement filed pursuant to section 565.2(5) of the *Vancouver Charter*, and ending on the 30th day of April, 2027;
- (h) “**Vancouver**” means, for the purposes of the definition of “Core-Need Income Threshold”, the geographic area identified as “Vancouver” by BCHMC for the purposes of calculating the CNIT applicable to/for that area; and
- (i) “**Vancouver Charter**” means the Vancouver Charter, S.B.C. 1953, c.55.

1.2 Headings. The division of this Agreement into Recitals, 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 Schedule, agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Recitals, Articles, Sections, Paragraphs or Schedules are to Recitals, Articles, Sections, Paragraphs and Schedules of this Agreement.

1.3 Number and Gender. 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 References to Legislation. Any reference to a law or legislation in this Agreement will be deemed to include a reference to that legislation as amended or replaced from time to time, to any and all replacements thereof and to any statute enacted in substitution thereof, as well as to all regulations applicable thereto and any amendments, replacements and substitutions thereof.

ARTICLE 2 HOUSING AGREEMENT

2.1 Housing Agreement. Pursuant to Section 565.2 of the *Vancouver Charter*:

- (a) the Owner and BCHMC agree that, during the Term, the Owner will not sell any of the Lands or any part of any building located on any thereof, unless BCHMC and/or the Owner first funds and develops, to the satisfaction of the City Manager (such satisfaction to be evidenced in writing and not to be unreasonably withheld or delayed), replacement social and/or supportive housing in Vancouver to accommodate all residents displaced by any such sale;
- (b) the City agrees that, during the Term:
 - (i) provided that there is no reduction in the number of units as a result, any building located on any of the Lands may be renovated; and
 - (ii) where a building renovation replaces some or all of the SRO units contained in such building, with self-contained units, or otherwise, such renovation will be subject to BCHMC and the Owner first, at their sole cost and to the satisfaction of the City Manager (such satisfaction to be evidenced in writing and not to be unreasonably withheld or delayed), providing social and/or supportive housing to replace the net loss of rooms resulting from any such renovation;
- (c) the City agrees that BCHMC and the Owner may, without reference to the City, provide for the day-to-day operations of the buildings on the Lands and support services through BCHMC's own staff, or from time to time, through agreements for such operations with not-for-profit or for-profit organizations; and

- (d) the Owner and BCHMC agree that, during the Term, all new tenants selected to occupy buildings on the Lands will have an annual gross income at or below the Core Need Income Threshold.

ARTICLE 3 PAYMENT AND USE OF CITY FUNDING COMMITMENT

3.1 Payment of City Funding Contribution. The City agrees to pay Five Million Dollars (\$5,000,000) to BCHMC as soon as reasonably possible following enactment of the by-law pursuant to which this Agreement is entered into and registration in the Land Title Office on title to the Lands of a notice in respect of this Agreement filed pursuant to section 565.2(5) of the *Vancouver Charter*.

3.2 Use of Funds. BCHMC covenants and agrees to use and disburse the said funding contribution only for the City Council approved purposes of assisting the Owner in financing the acquisition and upgrade of the SRO units contained in the buildings located on the Lands.

ARTICLE 4 NOTICES

4.1 Notices. 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;
1. Provincial Rental Housing Corporation
Suite 1701 - 4555 Kingsway
Burnaby, British Columbia
V5H 4V8
Attention: BCHMC Vice-President Operations
2. British Columbia Housing Management Commission
Suite 1701 - 4555 Kingsway
Burnaby, British Columbia
V5H 4V8
Attention: Vice-President Operations

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 observed by the City 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.

ARTICLE 5 MISCELLANEOUS

5.1 City's Other Rights and Obligations. Nothing contained or implied in this Agreement will derogate from the obligations of the Owner and BCHMC 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 parties hereto.

5.2 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 as a housing agreement pursuant to Section 565.2(5) of the *Vancouver Charter* with priority over all other encumbrances except those in favour of the City, unless otherwise agreed by the City.

5.3 Joint and Several Liability. If the registered and/or beneficial owner of the Lands shall at any time 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.

5.4 Waiver. The Owner and BCHMC acknowledge and agree 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.

5.5 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors, trustees and assigns, as applicable, and shall enure to the benefit of and be binding upon the Owner's successors in title to the Lands or any part thereof and their respective trustees and successors and all parties claiming through such owners.

5.6 Binding Effect. The covenants and agreements set forth in this Agreement on the part of the Owner and BCHMC 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.

5.7 Enforcement. 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.

5.8 Release and Indemnity. The Owner and BCHMC hereby release, and agree to jointly and severally indemnify and save harmless, the City and its officials, officers, employees and agents for and from any claim, demand, complaint, judgment or order for or in respect of any injury, loss, damage or expense suffered, incurred or experienced by any person or entity in connection with this Agreement.

IN WITNESS WHEREOF the parties, by their respective authorized signatories, have signed this agreement as set out hereunder:

Execution Date
Y M D

Officer:

Parties:

PROVINCIAL RENTAL HOUSING CORPORATION by its authorized signatories:

Solicitor (as to all signatures) 09-__-__

Print Name:

Print Name:

Execution Date
Y M D

Officer:

Parties:

BRITISH COLUMBIA HOUSING COMMISSION
by its authorized signatories:

Solicitor (as to all signatures)

09-____-____

Print Name:

Print Name:

CITY OF VANCOUVER by its authorized
signatory:

Stephen Hayward, Solicitor
453 West 12th Avenue
Vancouver, BC V5Y 1V4
(604)873-7714

09-____-____

Frances J. Connell/Graham P. Johnsen

PRIORITY AGREEMENT
MEMORANDUM AS TO ENCUMBRANCES, LIENS and INTERESTS
PEOPLES TRUST COMPANY (the "Chargeholder")
HOLDER OF MORTGAGE BT253710 and ASSIGNMENT OF RENTS BT253711
(collectively, the "Charges") charging:

Lot 34, Except the South 0.083 Feet, Block 35 District Lot 541 Plan 210,
Lot 35, Block 35 District Lot 541 Plan 210, and
Lot 36, Block 35 District Lot 541 Plan 210
(collectively, the "Lands")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charges, hereby consents to the granting of the Housing Agreement with respect to the Lands (the "Encumbrance") which is contained in the attached agreement, and consents and agrees that the Encumbrance will be binding upon the Chargeholder's interest in or charge upon the Lands and will be an encumbrance upon the Lands in priority to the Charges in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charges and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder, by its authorized signatories, has signed this Housing Agreement as set out hereunder:

Execution Date

Y M D

Officer:

Party:

PEOPLES TRUST COMPANY by its
authorized signatories:

(as to all signatures)

09-__-__

Print Name:

Print Name:

PRIORITY AGREEMENT
MEMORANDUM AS TO ENCUMBRANCES, LIENS and INTERESTS
CANADA MORTGAGE AND HOUSING CORPORATION (the "Chargeholder")
HOLDER OF MORTGAGE BN72785 (the "Charge")
charging Lot 42, Block 12 District Lot 196 Plan 184 (the "Lands")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby consents to the granting of the Housing Agreement with respect to the Lands (the "Encumbrance") which is contained in the attached agreement, and consents and agrees that the Encumbrance will be binding upon the Chargeholder's interest in or charge upon the Lands and will be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder, by its authorized signatories, has signed this Housing Agreement as set out hereunder:

Execution Date
Y M D

Officer:

Party:

CANADA MORTGAGE AND HOUSING CORPORATION by its authorized signatories:

(as to all signatures)

09-____-____

Print Name:

Print Name:

PRIORITY AGREEMENT
MEMORANDUM AS TO ENCUMBRANCES, LIENS and INTERESTS
CANADA MORTGAGE AND HOUSING CORPORATION (the "Chargeholder")
HOLDER OF MORTGAGE BW56051 (the "Charge")
charging Lot 11 Block 70 District Lot 196 Plan 196 (the "Lands")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby consents to the granting of the Housing Agreement with respect to the Lands (the "Encumbrance") which is contained in the attached agreement, and consents and agrees that the Encumbrance will be binding upon the Chargeholder's interest in or charge upon the Lands and will be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder, by its authorized signatories, has signed this Housing Agreement as set out hereunder:

Execution Date
Y M D

Officer:

Party:

CANADA MORTGAGE AND HOUSING CORPORATION by its authorized signatories:

(as to all signatures)

09-____-____

Print Name:

Print Name:

PRIORITY AGREEMENT
MEMORANDUM AS TO ENCUMBRANCES, LIENS and INTERESTS
CANADA MORTGAGE AND HOUSING CORPORATION (the "Chargeholder")
HOLDER OF MORTGAGE BN72786 (the "Charge")
charging Lot 29 Block 11 District Lot 196 Plan 184 (the "Lands")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby consents to the granting of the Housing Agreement with respect to the Lands (the "Encumbrance") which is contained in the attached agreement, and consents and agrees that the Encumbrance will be binding upon the Chargeholder's interest in or charge upon the Lands and will be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder, by its authorized signatories, has signed this Housing Agreement as set out hereunder:

Execution Date
Y M D

Officer:

Party:

CANADA MORTGAGE AND HOUSING CORPORATION by its authorized signatories:

(as to all signatures)

09-____-____

Print Name:

Print Name:

PRIORITY AGREEMENT
MEMORANDUM AS TO ENCUMBRANCES, LIENS and INTERESTS
PEOPLES TRUST COMPANY (the "Chargeholder")
HOLDER OF MORTGAGE BW183316 and ASSIGNMENT OF RENTS BB183317
(collectively, the "Charges")
charging Lot 26 Block 92 District Lot 541 Plan 210 and Lot 27 Block 92 District Lot 541 Plan 210
(collectively, the "Lands")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charges, hereby consents to the granting of the Housing Agreement with respect to the Lands (the "**Encumbrance**") which is contained in the attached agreement, and consents and agrees that the Encumbrance will be binding upon the Chargeholder's interest in or charge upon the Lands and will be an encumbrance upon the Lands in priority to the Charges in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charges and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder, by its authorized signatories, has signed this Housing Agreement as set out hereunder:

Execution Date
Y M D

Officer:

Party:

PEOPLES TRUST COMPANY by its
authorized signatories:

(as to all signatures)

09-____-____

Print Name:

Print Name:

PRIORITY AGREEMENT
MEMORANDUM AS TO ENCUMBRANCES, LIENS and INTERESTS
CANADA MORTGAGE AND HOUSING CORPORATION (the "Chargeholder")
HOLDER OF MORTGAGE BW239525 (the "Charge")

charging Lot 26 Block 92 District Lot 541 Plan 210 and Lot 27 Block 92 District Lot 541 Plan 210
(collectively, the "Lands")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby consents to the granting of the Housing Agreement with respect to the Lands (the "**Encumbrance**") which is contained in the attached agreement, and consents and agrees that the Encumbrance will be binding upon the Chargeholder's interest in or charge upon the Lands and will be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder, by its authorized signatories, has signed this Housing Agreement as set out hereunder:

Execution Date
Y M D

Officer:

Party:

CANADA MORTGAGE AND HOUSING CORPORATION by its authorized signatories:

(as to all signatures)

09-__-__

Print Name:

Print Name:

END OF DOCUMENT

EXPLANATION**Authorization to enter into a housing agreement
re 1435/1455 East 14th Avenue**

On June 10 and 12, 2008, Council approved a recommendation to approve a housing agreement for 1435/1455 East 14th Avenue re non-market and core-need housing. 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
April 7, 2009

1435/1455 East 14th Avenue



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1435/1455 East 14th Avenue**

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 PID: 007-368-551, Lot A of Lot D, Block 171, District Lot 264A, Plan 16844 and PID: 013-889-796, Lot 8 of Lot D, Block 171, District Lot 264A, Plan 2335, 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 _____, 2009

Mayor

City Clerk

HOUSING AGREEMENT

THIS AGREEMENT is entered into as of the 15th day of March, 2009 by and between:

COAST FOUNDATION SOCIETY (1974) (Inc. No. S-0010762), a society incorporated under the laws of British Columbia, having an office at 293 East 11th Avenue, Vancouver, B.C., V5T 2C4

(as more particularly defined in Section 1.1, the “**Owner**”)

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter*, having an office at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4

(the “**City**”)

WHEREAS:

A. The Owner is the registered and beneficial owner of the following lands and premises in the City of Vancouver:

PID: 007-368-551
Lot A of Lot D Block 171
District Lot 264A Plan 16844
 (“**Lot A**”)

and

PID: 013-889-796
Lot 8 of Lot D Block 171
District Lot 264A Plan 2335
 (“**Lot 8**”)

(Lot A and Lot 8 collectively hereinafter referred to as the “**Lands**”);

B. The City provided the Owner with a grant to assist the Owner in financing the purchase of Lot 8 on the condition that the Owner enter into a housing agreement with the City restricting the use and future development of Lot A and Lot 8 to non-market housing for core-need households operated by a non-profit housing society; and

C. This Agreement sets forth the agreement of the City and the Owner in respect of the above-mentioned housing agreement.

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 agree, pursuant to Section 565.2 of the *Vancouver Charter*, as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions. For all purposes of this Agreement, the terms defined in this Section 1.1, unless otherwise specifically provided herein or the context otherwise requires, will have the meanings hereinafter specified. The defined terms are:

- (a) **"Agreement"** means this Housing Agreement, including all of the Recitals set forth above and all Schedules hereto, if any;
- (b) **"Annual Gross Income"** means the greater of:
 - (i) the total income or payments from all sources received at any time during the past calendar year regardless of whether taxable or not, including wages, salary, Self Employment Net Income, rents, fees, interest, dividends, pension payments, annuity payments, awards and payments in compensation for lost income, capital gains, bequests, lottery winnings and winnings from gambling and wagering; or
 - (ii) the current total monthly income or payments from all sources regardless of whether taxable or not, including wages, salary, rents, fees, interest, dividends, pension payments, annuity payments, awards and payments in compensation for lost income, capital gains, bequests, lottery winnings and winnings from gambling and wagering, multiplied by 12;
- (c) **"Core-Need Household"** means either one adult (without children) whose Annual Gross Income, as disclosed by his or her current Income Statement, is less than the current CNIT for a suitable dwelling unit in Vancouver or two cohabiting adults (without children) whose Annual Gross Incomes, as disclosed by their current Income Statements together, add up to less than the current CNIT for a suitable dwelling unit in Vancouver;
- (d) **"Core Need Income Threshold" or "CNIT"** means the maximum annual gross income from time to time at or below which a household (including a single person household) occupying a particular type of dwelling unit is considered by the provincial government as being in core need. The CNITs are set annually by British Columbia Housing Management Commission ("**BCHMC**") for different regions of the province on the basis that a household is in core need if it is required to pay monthly more than two and one half percent (2.5%) of its Annual Gross Income to rent suitable accommodation. The suitability of accommodation is determined by the composition of the household and the number of bedrooms provided. The CNIT for a particular type of dwelling unit is determined by estimating the average monthly market rental value for accommodation of that type in a particular market area, dividing that average by 0.30 (30% of income), and multiplying the

quotient by 12 (months). If the provincial government (through BCHMC or otherwise) ceases to set CNITs annually or at some other regular period acceptable to the City then the City shall set the CNITs annually using the same criteria and methods last employed by the provincial government;

- (e) **"Income Statement"** means a written statement made under oath of a person's Annual Gross Income, and if the person filed an income tax return for the preceding calendar year, it shall include a true copy of such return as well as Revenue Canada's assessment of such return. The form of the Income Statement shall be as the City may approve from time to time;
- (f) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c.250, and amendments thereto and re-enactments thereof;
- (g) **"Non-Profit Housing Society"** means a society registered in British Columbia and in good standing with the Registrar of Companies, to carry on activities, on a not-for-profit basis, as the owner and/or operator of housing for Core Need Households;
- (h) **"Owner"** is Coast Foundation Society (1974), and includes all of its assigns, successors and successors in title and interest, both registered and beneficial, to the Lands or any part thereof;
- (i) **"Self Employment Net Income"** means the total income or payments received from all sources for the calendar year resulting directly or indirectly from self employment activities, less the total costs and expenses legitimately incurred in undertaking such self employment activities which are allowed to be treated as deductions against taxable income by applicable income tax laws, regulations and authority; and
- (j) **"Vancouver"** means, for the purposes of the definition of "Core-Need Household", the geographic area identified as "Vancouver" by BCHMC for the purposes of calculating the CNIT applicable to/for that area.

1.2 Headings. The division of this Agreement into Recitals, 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 Schedule, agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Recitals, Articles, Sections, Paragraphs or Schedules are to Recitals, Articles, Sections, Paragraphs and Schedules of this Agreement.

1.3 Number and Gender. 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.

ARTICLE 2 HOUSING AGREEMENT

2.1 Housing Agreement. Pursuant to Section 565.2 of the *Vancouver Charter*, at all times:

(a) the Lands will be developed and used only for the purpose of providing non-market housing for Core-Need Households, and for such other affordable housing purposes as the City may first agree in writing;

(b) the Lands will be owned (which, for the purposes of this Agreement includes both the registered and beneficial ownership of the Lands), and any housing for Core Need Households, or for other affordable housing purposes first agreed to by the City in writing, located thereon will be operated, only by a Non-Profit Housing Society, unless the City first otherwise agrees in writing;

(c) prior to issuance of:

(i) a demolition permit for the demolition of any structure now existing on the Lands (other than in respect of the demolition of the single family dwelling located on Lot 8 as of the date of this Agreement, if the Owner determines that the same should be undertaken in advance of proceeding with redevelopment of the Lands with a new structure, subject to prior written approval of the City, which approval will not be unreasonably withheld, conditioned or delayed); or

(ii) a development permit for any new structure to be built upon the Lands,

the Owner will enter into such further agreement(s) with the City pursuant to Section 565.2 of the *Vancouver Charter* and/or Section 219 of the *Land Title Act* and/or otherwise, as the City may then request, in which the terms and conditions upon which the management and operation of the non-market housing for Core Need Households, (or for other affordable housing purposes, subject to the City's prior written approval), on the Lands will be permitted, may be more specifically stated and restricted;

- (d) the agreement(s) contemplated by paragraph (c) above may include, without limitation, terms and conditions related to such matters as:
 - (i) the calculation and collection of rent payable by each occupant;
 - (ii) the determination of eligibility for residency (both prior to occupancy, and thereafter at specified intervals);
 - (iii) the minimum and/or maximum rental period;
 - (iv) restrictions on subletting and assigning;
 - (v) the collection and administration of security deposits;
 - (vi) the maintenance and administration of waiting lists;
 - (vii) preconditions to continued occupancy, including those the breach of which, may lead to eviction;
 - (viii) the maintenance of records related to eligibility for continued occupancy and the disclosure of the same to the City; and
 - (ix) standards of repair and maintenance applicable to the buildings on the Lands.

**ARTICLE 3
DISCHARGE OF COVENANT E40234**

3.1 Discharge of Covenant. Subject to Section 3.2, upon:

- (a) enactment of the by-law pursuant to which the City enters into this Agreement pursuant to section 565.2(1) of the *Vancouver Charter*;
- (b) full registration in the Land Title Office of notice of the same pursuant to section 565.2(5) of the *Vancouver Charter*; and
- (c) all of the agreements and obligations of the Owner in this Agreement, having been fully performed and observed, to the City's satisfaction,

the City will execute a discharge of the Section 219 Covenant registered in the Land Title Office under number E40234 against title to Lot A

3.2 Execution and Registration of Discharge. Notwithstanding the foregoing:

- (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 4 NOTICES

4.1 Notices. 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; and
- (b) Coast Foundation Society (1974)
293 East 11th Avenue
Vancouver, British Columbia
V5T 2C4
Attention: Tom Gill

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 observed by the City 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.

ARTICLE 5 MISCELLANEOUS

5.1 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*, S.B.C. 1953, c.55, as amended or replaced 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 Lands as if this Agreement had not been executed and delivered by the Owner and the City.

5.2 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.

5.3 Registration. 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(5) of the *Vancouver Charter* with priority over all other encumbrances except those in favour of the City, unless otherwise agreed by the City.

5.4 Joint and Several Liability. If the registered and/or beneficial 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.

5.5 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.

5.6 Enurement. This Agreement shall enure to the benefit of and be binding upon the Owner and the City and their respective successors, trustees and assigns, as applicable, 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.

5.7 Binding Effect. The covenants and agreements set forth in this Agreement 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.

5.8 Enforcement. 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.

5.9 Release and Indemnity. 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.

IN WITNESS WHEREOF the Owner, by its authorized signatories, and the City, by its authorized signatory, have signed this agreement as set out hereunder:

Execution Date

Y M D

Officer:

Parties:

COAST FOUNDATION SOCIETY (1974) by its authorized signatories:

(as to all signatures)

09-____-____

Print Name:

Print Name:

CITY OF VANCOUVER by its authorized signatory:

Stephen Hayward, Solicitor
453 West 12th Avenue
Vancouver, BC V5Y 1V4
(604)873-7714

09-____-____

Frances J. Connell/Graham P. Johnsen

PRIORITY AGREEMENT
MEMORANDUM AS TO ENCUMBRANCES, LIENS and INTERESTS
CANADA MORTGAGE AND HOUSING CORPORATION (the "Chargeholder")
HOLDER OF MORTGAGE E40236 (the "Charge")
charging Lot A of Lot D Block 171 District Lot 264A Plan 16844 (the "Lands")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby consents to the granting of the Section 219 Covenant with respect to the Lands (the "Encumbrance") which is contained in the attached agreement, and consents and agrees that the Encumbrance will be binding upon the Chargeholder's interest in or charge upon the Lands and will be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder, by its authorized signatories, has signed this Housing Agreement as set out hereunder:

Execution Date

Y M D

Officer:

Party:

CANADA MORTGAGE AND HOUSING CORPORATION by its authorized signatories:

(as to all signatures)

09-____-____

Print Name:

Print Name:

END OF DOCUMENT

EXPLANATION**Heritage Designation By-law
re 1050 Odlum Drive**

At a public hearing on March 24, 2009, Council approved a recommendation to designate a building at 1050 Odlum Drive as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
April 7, 2009

1050 Odlum 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:

Structure and exterior envelope of the improvements and exterior building materials

1050 Odlum Drive

Parcel Identifier: 006-679-579
Lot A of Lots 11 and 12
Block 31 of Block J
District Lot 182
Plan 1554

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 _____, 2009

Mayor

City Clerk

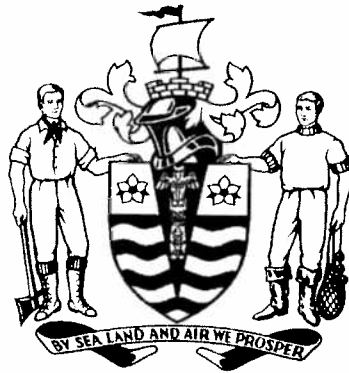
EXPLANATION

2010 Winter Games By-law regarding temporary accommodation

Enactment of the attached by-law will implement Council's resolution of April 7, 2009, to allow temporary accommodation during the Winter Games.

Director of Legal Services
April 7, 2009

**CITY OF VANCOUVER
BRITISH COLUMBIA**



**2010 OLYMPIC AND PARALYMPIC
WINTER GAMES BY-LAW NO. _____**

TABLE OF CONTENTS

PREAMBLE

SECTION 1 INTERPRETATION

- 1.1 Name of By-law
- 1.2 Definitions
- 1.3 Table of contents
- 1.4 Schedules
- 1.5 Severability

SECTION 2 GENERAL PROVISIONS

- 2.1 Conflicts with parent by-laws
- 2.2 Compliance with parent by-laws
- 2.3 Time limit
- 2.4 Application of relaxation or amendment
- 2.5 Importing of definitions

SECTION 3 LICENSE BY-LAW NO. 4450

- 3. Temporary accommodation

SECTION 4 ZONING AND DEVELOPMENT BY-LAW NO. 3575

- 4.1 Temporary accommodation
- 4.2 Time relaxation
- 4.3 Residence of operator
- 4.4 Boarders, lodgers, and tenants
- 4.5 Bed and breakfast accommodation
- 4.6 Dwelling unit lawful

SECTION 5 FINES FOR OFFENCES

- 5.1 Fine for offence
- 5.2 Fine for continuing offence

**SECTION 6
ENACTMENT**

6. Force and effect

BY-LAW NO. _____



Vancouver 2010 Olympic and Paralympic Winter Games By-law

PREAMBLE

Council wishes to:

- (a) facilitate, accommodate, enhance, and secure the unique experience of the 2010 Winter Games for citizens, participants, visitors, and all others engaged with the 2010 Winter Games;
- (b) create a fair and reasonable balance between those aims and the rights and privileges which citizens of the city customarily enjoy; and
- (c) protect tenants from displacement.

For those purposes, Council has enacted the 2010 Winter Games Sign Designation and Relaxation By-law and the 2010 Winter Games Building By-law Relaxation By-law, and now wishes to further them by enacting this By-law.

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 "2010 Winter Games By-law".

Definitions

1.2 In this By-law:

"Chief License Inspector" means the individual appointed by Council to be the Chief License Inspector or a person duly authorized to carry out the powers and duties of the Chief License Inspector;

"dwelling unit" has the meaning ascribed to it by section 2 of the Zoning and Development By-law;

"games period" means that period of time from January 1, 2010 to March 31, 2010;

“parent by-law” means any by-law named in the heading to any Section of this By-law;

“Section” means, for the purposes of sections 2.4 and 2.5, each of Sections 3 to 4 of this By-law;

“2010 Winter Games” means the Vancouver 2010 Olympic and Paralympic Winter Games;

“temporary accommodation” means temporary bedroom accommodation and temporary dwelling unit accommodation;

“temporary bedroom accommodation” means the use of no more than one bedroom in a dwelling unit for the purpose of accommodating no more than two guests in connection with the 2010 Winter Games in return for rent or other consideration;

“temporary dwelling unit accommodation” means the use of a dwelling unit for the purpose of accommodating:

- (a) one or more guests all related to one another by blood, marriage, or adoption, or
- (b) no more than five unrelated guests,

in connection with the 2010 Winter Games in return for rent or other consideration; and

“VANOC” means the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games established on September 30, 2003.

Table of contents

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

Schedules

1.4 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 GENERAL PROVISIONS

Conflicts with parent by-laws

2.1 To the extent that this By-law expressly authorizes a relaxation or amendment of a parent by-law, such relaxation or amendment applies despite anything to the contrary in the parent by-law.

Compliance with parent by-laws

2.2 Except only to the extent that this By-law expressly authorizes a relaxation or amendment of a parent by-law or otherwise provides:

- (a) a person must comply with the applicable parent by-law; and
- (b) all provisions of the applicable parent by-law including those provisions with regard to powers of entry, inspection, enforcement, violations, offences, non-compliance with notices or orders, and fines or penalties apply to the relaxed or amended use or regulation under this By-law.

Time limit

2.3 The relaxation or amendment of any by-law under this By-law, and the rights and permissions set out in this By-law, are to expire and have no further force or effect from and after the end of the games period unless this By-law otherwise expressly provides.

Application of relaxation or amendment

2.4 Any provision set out in any particular Section of this By-law relaxes or amends the parent by-law identified in the heading to that Section.

Importing of definitions

2.5 Where any Section of this By-law that amends a parent by-law uses a term defined under section 1.2 of this By-law, any amendment or consolidation of the parent by-law is to include such definition in its definition section in the appropriate alphabetical order.

SECTION 3 LICENSE BY-LAW NO. 4450

Temporary accommodation

3. After section 26.1, Council adds:

“TEMPORARY ACCOMMODATION

- 26.1A (1) Council hereby establishes the provision, during the games period, of temporary dwelling unit accommodation as a class of business.
- (2) A person who applies for a license must provide, with the application, a license fee of \$150.00 for temporary dwelling unit accommodation.
- (3) A license to provide temporary accommodation is not transferable.”

SECTION 4 ZONING AND DEVELOPMENT BY-LAW NO. 3575

Temporary accommodation

4.1 Subject to the conditions set out in this Section 4, Council hereby relaxes the Zoning and Development By-law to permit temporary accommodation during the games period.

Time relaxation

4.2 The prohibition against a person using or permitting the use of a dwelling unit for a period of less than one month does not apply to temporary accommodation.

Residence of operator

4.3 The operator of temporary bedroom accommodation in a dwelling unit must reside in that dwelling unit.

Boarders, lodgers, and tenants

- 4.4 A person must not provide temporary accommodation:
- (a) coincidentally with the keeping of any boarders or lodgers in the dwelling unit;
 - (b) that a tenant under the Residential Tenancy Act or a boarder or lodger has occupied after September 1, 2009; or
 - (c) if there has been an eviction of a tenant under the Residential Tenancy Act or of a boarder or lodger in order to make temporary accommodation available.

Bed and breakfast accommodation

4.5 The operator of bed and breakfast accommodation may provide temporary accommodation in accordance with this By-law but must not provide temporary dwelling unit accommodation coincidentally with the keeping of any bed and breakfast guests in that dwelling unit.

Dwelling unit lawful

4.6 The relaxation under section 4.1 applies only in respect to dwelling units that are lawful or whose use is lawful.

**SECTION 5
FINES FOR OFFENCES**

Fine for offence

5.1 Every person who commits an offence against this By-law is punishable on conviction by a fine of \$2,000.00 for each offence.

Fine for continuing offence

5.2 Every person who commits an offence of a continuing nature against this By-law is liable to a fine of \$50.00 for each day such offence continues.

**SECTION 6
ENACTMENT**

Force and effect

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

ENACTED by Council this _____ day of _____, 2009

Mayor

City Clerk

EXPLANATION

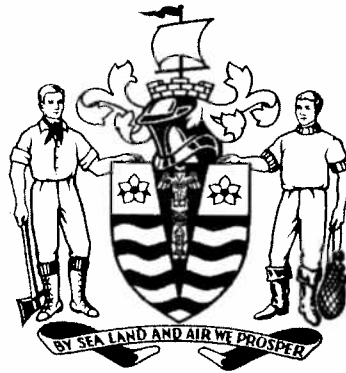
2010 Winter Games By-law regarding parking on East Fraser Lands

Enactment of the attached by-law will implement Council's resolution of April 7, 2009, to allow temporary parking and ancillary uses on East Fraser Lands, from November 1, 2009 to April 30, 2010, for VANOC's fleet of vehicles.

Director of Legal Services

April 7, 2009

**CITY OF VANCOUVER
BRITISH COLUMBIA**



**2010 OLYMPIC AND PARALYMPIC
WINTER GAMES BY-LAW NO. _____**

TABLE OF CONTENTS

PREAMBLE

SECTION 1 INTERPRETATION

- 1.1 Name of By-law
- 1.2 Definitions
- 1.3 Table of contents
- 1.4 Schedules
- 1.5 Severability

SECTION 2 GENERAL PROVISIONS

- 2.1 Conflicts with parent by-laws
- 2.2 Compliance with parent by-laws
- 2.3 Time limit
- 2.4 Application of relaxation or amendment
- 2.5 Importing of definitions

SECTION 3 CD-1 BY-LAW NO. 9733

- 3.1 Temporary uses
- 3.2 Area for temporary uses
- 3.3 Conditions of temporary uses
- 3.4 Termination of temporary uses

SECTION 4 FINES FOR OFFENCES

- 4.1 Fine for offence
- 4.2 Fine for continuing offence

SECTION 5 ENACTMENT

- 5. Force and effect

BY-LAW NO. _____



Vancouver 2010 Olympic and Paralympic Winter Games By-law

PREAMBLE

Council wishes to:

- (a) facilitate, accommodate, enhance, and secure the unique experience of the 2010 Winter Games for citizens, participants, visitors, and all others engaged with the 2010 Winter Games;
- (b) create a fair and reasonable balance between those aims and the rights and privileges which citizens of the city customarily enjoy; and
- (c) protect tenants from displacement.

For those purposes, Council has enacted the 2010 Winter Games Sign Designation and Relaxation By-law and the 2010 Winter Games Building By-law Relaxation By-law, and now wishes to further them by enacting this By-law.

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 "2010 Winter Games By-law".

Definitions

1.2 In this By-law:

"City Engineer" means the individual appointed by Council to be the General Manager of Engineering Services or a person duly authorized to carry out the powers and duties of the General Manager of Engineering Services;

"Director of Planning" means the individual appointed by Council to be the Director of Planning or a person duly authorized to carry out the powers and duties of the Director of Planning;

"games period" means that period of time from January 1, 2010 to March 31, 2010;

“parent by-law” means any by-law named in the heading to any Section of this By-law;

“Section” means, for the purposes of sections 2.4 and 2.5, each of Sections 3 to 4 of this By-law;

“2010 Winter Games” means the Vancouver 2010 Olympic and Paralympic Winter Games; and

“VANOC” means the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games established on September 30, 2003.

Table of contents

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

Schedules

1.4 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 GENERAL PROVISIONS

Conflicts with parent by-laws

2.1 To the extent that this By-law expressly authorizes a relaxation or amendment of a parent by-law, such relaxation or amendment applies despite anything to the contrary in the parent by-law.

Compliance with parent by-laws

2.2 Except only to the extent that this By-law expressly authorizes a relaxation or amendment of a parent by-law or otherwise provides:

- (a) a person must comply with the applicable parent by-law; and

- (b) all provisions of the applicable parent by-law including those provisions with regard to powers of entry, inspection, enforcement, violations, offences, non-compliance with notices or orders, and fines or penalties apply to the relaxed or amended use or regulation under this By-law.

Time limit

2.3 The relaxation or amendment of any by-law under this By-law, and the rights and permissions set out in this By-law, are to expire and have no further force or effect from and after the end of the games period unless this By-law otherwise expressly provides.

Application of relaxation or amendment

2.4 Any provision set out in any particular Section of this By-law relaxes or amends the parent by-law identified in the heading to that Section.

Importing of definitions

2.5 Where any Section of this By-law that amends a parent by-law uses a term defined under section 1.2 of this By-law, any amendment or consolidation of the parent by-law is to include such definition in its definition section in the appropriate alphabetical order.

SECTION 3 CD-1 BY-LAW NO. 9733

Temporary uses

3.1 Subject to the conditions set out in this Section 3, Council hereby relaxes CD-1 By-law No. 9733 to permit the following uses from November 1, 2009 to April 30, 2010:

- (a) Parking Uses limited to Parking Area for the parking of charter buses or other vehicles in connection with the 2010 Winter Games by or on behalf of VANOC; and
- (b) uses that are ancillary to the use set out in section 3.1, and that are satisfactory to the City Engineer including:
 - (i) vehicle refuelling, maintenance, minor repair, and washing,
 - (ii) administration including dispatch and supervision, and
 - (iii) food and non-alcoholic beverage service.

Area for temporary uses

3.2 The uses referred to in section 3.1 are permissible only on those certain lands described as:

- PID 025-551-361, Parcel 1, District Lots 330 and 331, Group 1 New Westminster District, Plan BCP3000
- PID 025-551-370 Parcel 2, PID 025-551-388 Parcel 3, PID 025-551-396 Parcel 4, and PID 025-551-400 Parcel 5, all of: District Lot 331, Group 1 New Westminster District, Plan BCP3000
- PID 013-594-770 The closed portion of Kinross Street shown on Explanatory Plan 3111, PID 013-594-265 Lot 29, except the West 66 feet now road, PID 013-594-303 Lot 30, PID 013-594-338 Lot 31, PID 013-594-346 Lot 32, PID 013-594-419 Amended Lot 33 (see 53754K), PID 013-594-648 Lot 34, PID 013-594-681 Lot 35, all of: Blocks 9, 10 and 16 to 19, District Lots 330 and 331, Plan 2593

Conditions of temporary uses

3.3 VANOC must design and operate the parking area, and provide temporary facilities for the permitted uses, to the satisfaction of the Director of Planning and City Engineer including:

- (a) re-grading the site, and installing gravel to provide an all-weather surface for traffic;
- (b) installing temporary above ground utilities including water and electrical;
- (c) providing above ground storage tanks for waste water including vehicle washing water and sewage from bus holding tanks;
- (d) constructing or installing temporary structures, including tents and trailers;
- (e) installing security fences and gates;
- (f) locating vehicle washing under a covered area; and
- (g) refueling vehicles by means of fuel trucks or other means that are acceptable to the City Engineer.

Termination of temporary uses

3.4 In April, 2010, after the end of the games period, VANOC must remove all installations and facilities from the site to the satisfaction of the City Engineer.

**SECTION 4
FINES FOR OFFENCES**

Fine for offence

4.1 Every person who commits an offence against this By-law is punishable on conviction by a fine of \$2,000.00 for each offence.

Fine for continuing offence

4.2 Every person who commits an offence of a continuing nature against this By-law is liable to a fine of \$50.00 for each day such offence continues.

**SECTION 5
ENACTMENT**

Force and effect

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

ENACTED by Council this day of , 2009

Mayor

City Clerk

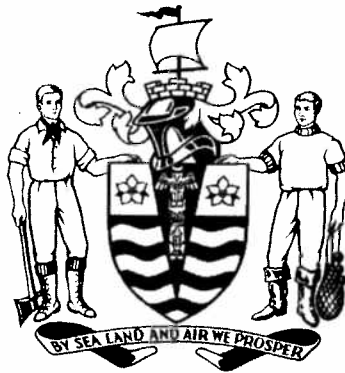
EXPLANATION

2010 Winter Games By-law re parking on East Fraser Lands and temporary accommodation

Enactment of the attached by-law will implement Council's resolutions of April 7, 2009, to allow temporary parking and ancillary uses on East Fraser Lands, from November 1, 2009 to April 30, 2010, for VANOC's fleet of vehicles, and to allow temporary accommodation during the Winter Games.

Director of Legal Services
April 7, 2009

**CITY OF VANCOUVER
BRITISH COLUMBIA**



**2010 OLYMPIC AND PARALYMPIC
WINTER GAMES BY-LAW NO. _____**

TABLE OF CONTENTS

PREAMBLE

SECTION 1 INTERPRETATION

- 1.1 Name of By-law
- 1.2 Definitions
- 1.3 Table of contents
- 1.4 Schedules
- 1.5 Severability

SECTION 2 GENERAL PROVISIONS

- 2.1 Conflicts with parent by-laws
- 2.2 Compliance with parent by-laws
- 2.3 Time limit
- 2.4 Application of relaxation or amendment
- 2.5 Importing of definitions

SECTION 3 LICENSE BY-LAW NO. 4450

- 3. Temporary accommodation

SECTION 4 ZONING AND DEVELOPMENT BY-LAW NO. 3575

- 4.1 Temporary accommodation
- 4.2 Time relaxation
- 4.3 Residence of operator
- 4.4 Boarders, lodgers, and tenants
- 4.5 Bed and breakfast accommodation
- 4.6 Dwelling unit lawful

SECTION 5 CD-1 BY-LAW NO. 9733

- 5.1 Temporary uses
- 5.2 Area for temporary uses
- 5.3 Conditions of temporary uses
- 5.4 Termination of temporary uses

**SECTION 6
FINES FOR OFFENCES**

- 6.1 Fine for offence
- 6.2 Fine for continuing offence

**SECTION 7
ENACTMENT**

- 7. Force and effect



BY-LAW NO. _____

Vancouver 2010 Olympic and Paralympic Winter Games By-law

PREAMBLE

Council wishes to:

- (a) facilitate, accommodate, enhance, and secure the unique experience of the 2010 Winter Games for citizens, participants, visitors, and all others engaged with the 2010 Winter Games;
- (b) create a fair and reasonable balance between those aims and the rights and privileges which citizens of the city customarily enjoy; and
- (c) protect tenants from displacement.

For those purposes, Council has enacted the 2010 Winter Games Sign Designation and Relaxation By-law and the 2010 Winter Games Building By-law Relaxation By-law, and now wishes to further them by enacting this By-law.

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 "2010 Winter Games By-law".

Definitions

1.2 In this By-law:

"Chief License Inspector" means the individual appointed by Council to be the Chief License Inspector or a person duly authorized to carry out the powers and duties of the Chief License Inspector;

"City Engineer" means the individual appointed by Council to be the General Manager of Engineering Services or a person duly authorized to carry out the powers and duties of the General Manager of Engineering Services;

“Director of Planning” means the individual appointed by Council to be the Director of Planning or a person duly authorized to carry out the powers and duties of the Director of Planning;

“dwelling unit” has the meaning ascribed to it by section 2 of the Zoning and Development By-law;

“games period” means that period of time from January 1, 2010 to March 31, 2010;

“parent by-law” means any by-law named in the heading to any Section of this By-law;

“Section” means, for the purposes of sections 2.4 and 2.5, each of Sections 3 to 4 of this By-law;

“2010 Winter Games” means the Vancouver 2010 Olympic and Paralympic Winter Games;

“temporary accommodation” means temporary bedroom accommodation and temporary dwelling unit accommodation;

“temporary bedroom accommodation” means the use of no more than one bedroom in a dwelling unit for the purpose of accommodating no more than two guests in connection with the 2010 Winter Games in return for rent or other consideration;

“temporary dwelling unit accommodation” means the use of a dwelling unit for the purpose of accommodating:

- (a) one or more guests all related to one another by blood, marriage, or adoption, or
- (b) no more than five unrelated guests,

in connection with the 2010 Winter Games in return for rent or other consideration; and

“VANOC” means the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games established on September 30, 2003.

Table of contents

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

Schedules

1.4 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 GENERAL PROVISIONS

Conflicts with parent by-laws

2.1 To the extent that this By-law expressly authorizes a relaxation or amendment of a parent by-law, such relaxation or amendment applies despite anything to the contrary in the parent by-law.

Compliance with parent by-laws

2.2 Except only to the extent that this By-law expressly authorizes a relaxation or amendment of a parent by-law or otherwise provides:

- (a) a person must comply with the applicable parent by-law; and
- (b) all provisions of the applicable parent by-law including those provisions with regard to powers of entry, inspection, enforcement, violations, offences, non-compliance with notices or orders, and fines or penalties apply to the relaxed or amended use or regulation under this By-law.

Time limit

2.3 The relaxation or amendment of any by-law under this By-law, and the rights and permissions set out in this By-law, are to expire and have no further force or effect from and after the end of the games period unless this By-law otherwise expressly provides.

Application of relaxation or amendment

2.4 Any provision set out in any particular Section of this By-law relaxes or amends the parent by-law identified in the heading to that Section.

Importing of definitions

2.5 Where any Section of this By-law that amends a parent by-law uses a term defined under section 1.2 of this By-law, any amendment or consolidation of the parent by-law is to include such definition in its definition section in the appropriate alphabetical order.

**SECTION 3
LICENSE BY-LAW NO. 4450**

Temporary accommodation

3. After section 26.1, Council adds:

“TEMPORARY ACCOMMODATION

- 26.1A (1) Council hereby establishes the provision, during the games period, of temporary dwelling unit accommodation as a class of business.
- (2) A person who applies for a license must provide, with the application, a license fee of \$150.00 for temporary dwelling unit accommodation.
- (3) A license to provide temporary accommodation is not transferable.”

**SECTION 4
ZONING AND DEVELOPMENT BY-LAW NO. 3575**

Temporary accommodation

4.1 Subject to the conditions set out in this Section 4, Council hereby relaxes the Zoning and Development By-law to permit temporary accommodation during the games period.

Time relaxation

4.2 The prohibition against a person using or permitting the use of a dwelling unit for a period of less than one month does not apply to temporary accommodation.

Residence of operator

4.3 The operator of temporary bedroom accommodation in a dwelling unit must reside in that dwelling unit.

Boarders, lodgers, and tenants

4.4 A person must not provide temporary accommodation:

- (a) coincidentally with the keeping of any boarders or lodgers in the dwelling unit;
- (b) that a tenant under the Residential Tenancy Act or a boarder or lodger has occupied after September 1, 2009; or

- (c) if there has been an eviction of a tenant under the Residential Tenancy Act or of a boarder or lodger in order to make temporary accommodation available.

Bed and breakfast accommodation

4.5 The operator of bed and breakfast accommodation may provide temporary accommodation in accordance with this By-law but must not provide temporary dwelling unit accommodation coincidentally with the keeping of any bed and breakfast guests in that dwelling unit.

Dwelling unit lawful

4.6 The relaxation under section 4.1 applies only in respect to dwelling units that are lawful or whose use is lawful.

SECTION 5 CD-1 BY-LAW NO. 9733

Temporary uses

5.1 Subject to the conditions set out in this Section 5, Council hereby relaxes CD-1 By-law No. 9733 to permit the following uses from November 1, 2009 to April 30, 2010:

- (a) Parking Uses limited to Parking Area for the parking of charter buses or other vehicles in connection with the 2010 Winter Games by or on behalf of VANOC; and
- (b) uses that are ancillary to the use set out in section 5.1, and that are satisfactory to the City Engineer including:
 - (i) vehicle refuelling, maintenance, minor repair, and washing,
 - (ii) administration including dispatch and supervision, and
 - (iii) food and non-alcoholic beverage service.

Area for temporary uses

5.2 The uses referred to in section 5.1 are permissible only on those certain lands described as:

- PID 025-551-361, Parcel 1, District Lots 330 and 331, Group 1 New Westminster District, Plan BCP3000

- PID 025-551-370 Parcel 2, PID 025-551-388 Parcel 3, PID 025-551-396 Parcel 4, and PID 025-551-400 Parcel 5, all of: District Lot 331, Group 1 New Westminster District, Plan BCP3000
- PID 013-594-770 The closed portion of Kinross Street shown on Explanatory Plan 3111, PID 013-594-265 Lot 29, except the West 66 feet now road, PID 013-594-303 Lot 30, PID 013-594-338 Lot 31, PID 013-594-346 Lot 32, PID 013-594-419 Amended Lot 33 (see 53754K), PID 013-594-648 Lot 34, PID 013-594-681 Lot 35, all of: Blocks 9, 10 and 16 to 19, District Lots 330 and 331, Plan 2593

Conditions of temporary uses

5.3 VANOC must design and operate the parking area, and provide temporary facilities for the permitted uses, to the satisfaction of the Director of Planning and City Engineer including:

- (a) re-grading the site, and installing gravel to provide an all-weather surface for traffic;
- (b) installing temporary above ground utilities including water and electrical;
- (c) providing above ground storage tanks for waste water including vehicle washing water and sewage from bus holding tanks;
- (d) constructing or installing temporary structures, including tents and trailers;
- (e) installing security fences and gates;
- (f) locating vehicle washing under a covered area; and
- (g) refueling vehicles by means of fuel trucks or other means that are acceptable to the City Engineer.

Termination of temporary uses

5.4 In April, 2010, after the end of the games period, VANOC must remove all installations and facilities from the site to the satisfaction of the City Engineer.

**SECTION 6
FINES FOR OFFENCES**

Fine for offence

6.1 Every person who commits an offence against this By-law is punishable on conviction by a fine of \$2,000.00 for each offence.

Fine for continuing offence

6.2 Every person who commits an offence of a continuing nature against this By-law is liable to a fine of \$50.00 for each day such offence continues.

**SECTION 7
ENACTMENT**

Force and effect

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

ENACTED by Council this day of , 2009

Mayor

City Clerk