



EXPLANATION

**Subdivision By-law No. 5208 amending By-law
Re: 7101-7201 Granville Street**

Enactment of the attached By-law will delete 7101-7201 Granville Street (Shannon Mews) from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of July 29, 2011 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
January 31, 2012

7101-7201 Granville Street

BY-LAW NO. _____

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting therefrom the properties shown in black outline on Schedule A to this By-law in accordance with the explanatory legends, notations, and references incorporated therein.
2. This By-law is to come into force and take effect on the date of its enactment.

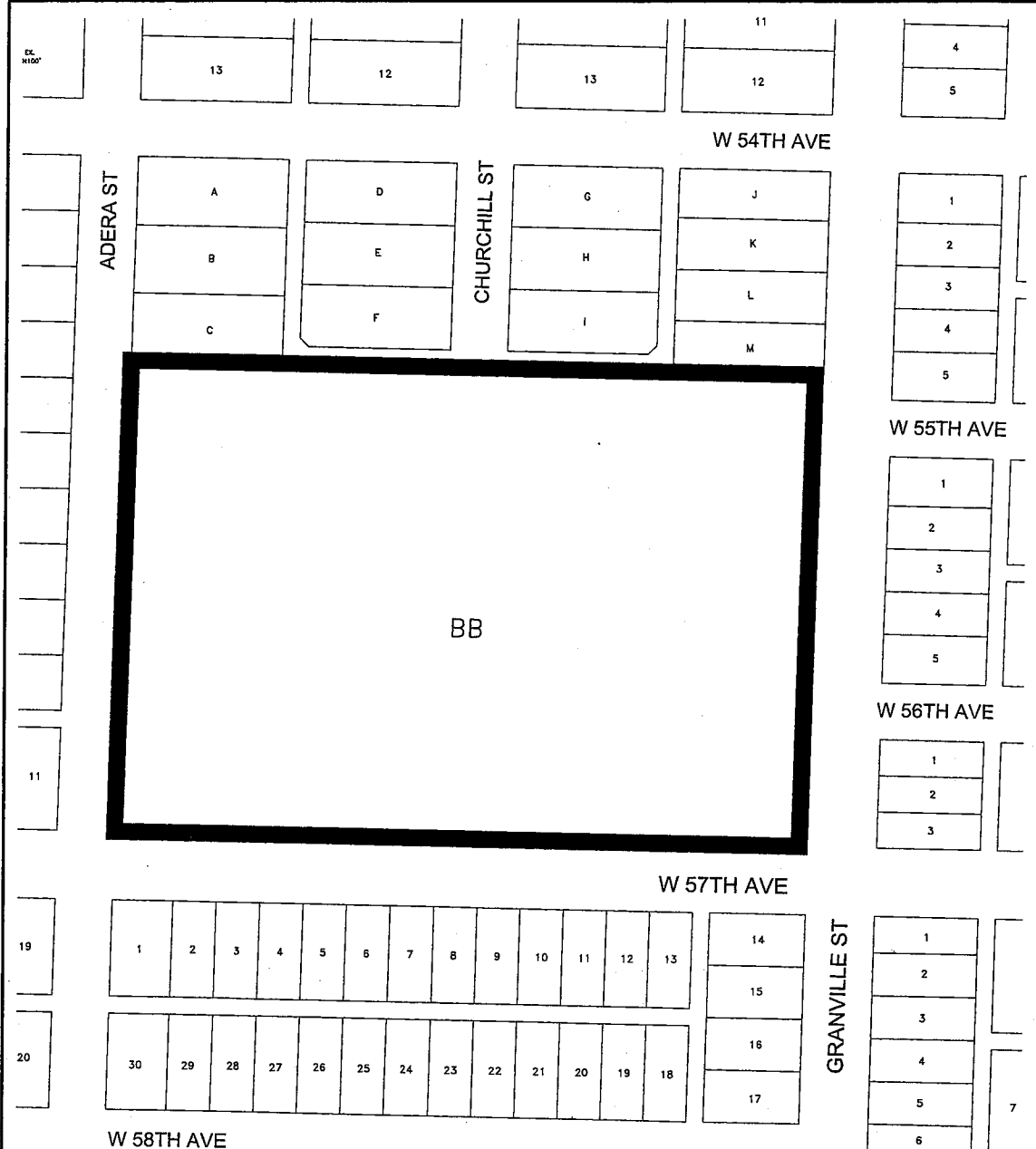
ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

By-law No. _____ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The property outlined in black (**BB**) is deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

7165 Granville Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2011-11-30



EXPLANATION

**Authorization to enter into Housing Agreements
Re: Modest market housing parcels (market rental)
located in the Olympic Village site**

On October 17, 2006, Council approved recommendations in connection with the re-zoning of the Olympic Village site. The recommendations inadvertently did not refer specifically to approval of Housing Agreement, but Appendix B to the report dated September 14, 2006 included finalization of Housing Agreements for the modest market housing parcels as a prior-to condition. Enactment of the attached By-law will allow finalization of those Housing Agreements, and authorize Council to enter into the Housing Agreements to be filed for registration on title to the modest market housing parcels.

Director of Legal Services
January 31, 2012

Olympic Village site

BY-LAW NO. _____

**A By-law to authorize Housing Agreements
for certain lands and premises located in the Olympic Village site**

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: 028-074-114
Lot 341
False Creek,
Plan BCP 42610,
Except Air Space Plan BCP 45059

and having the following civic addresses:

155 Walter Hardwick Avenue
157 Walter Hardwick Avenue
159 Walter Hardwick Avenue
161 Walter Hardwick Avenue
163 Walter Hardwick Avenue
165 Walter Hardwick Avenue
167 Walter Hardwick Avenue
169 Walter Hardwick Avenue
171 Walter Hardwick Avenue
173 Walter Hardwick Avenue
175 Walter Hardwick Avenue
177 Walter Hardwick Avenue
181 Walter Hardwick Avenue
183 Walter Hardwick Avenue
187 Walter Hardwick Avenue
189 Walter Hardwick Avenue

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, 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. Council authorizes the City to enter into a Housing Agreement with the owner at the time of execution of the Housing Agreement, of certain lands described as:

PID: 028-245-202
Air Space Parcel 3,
False Creek,
Air Space Plan BCP44958

and having the following civic addresses:

103 Walter Hardwick Avenue
105 Walter Hardwick Avenue
107 Walter Hardwick Avenue
111 Walter Hardwick Avenue
121 Walter Hardwick Avenue
131 Walter Hardwick Avenue
133 Walter Hardwick Avenue

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule B, 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.

3. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands described as:

PID: 028-234-600,
Air Space Parcel 3,
False Creek,
Air Space Plan BCP44913

and having the following civic addresses:

63 West 1st Avenue
65 West 1st Avenue
67 West 1st Avenue
69 West 1st Avenue
71 West 1st Avenue
73 West 1st Avenue
75 West 1st Avenue

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule C, 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.

SCHEDULE A

HOUSING AGREEMENT

THIS AGREEMENT is effective as of January 31, 2012,

BETWEEN:

CITY OF VANCOUVER,
453 West 12th Avenue,
Vancouver, British Columbia
V5Y 1V4

(the "Owner")

AND:

CITY OF VANCOUVER,
453 West 12th Avenue,
Vancouver, British Columbia
V5Y 1V4

(the "City")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the Modest Market Housing Parcel;
- B. The Owner and Millennium Southeast False Creek Properties Ltd. made an application to rezone the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) and after a public hearing to consider the Rezoning, the Rezoning application was approved by City Council in principle on October 17, 2006, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the Rezoning By-law, the Owner will, at no cost to the City, make arrangements to:

execute agreements, satisfactory to the City Manager and the Director of Legal Services, ensuring the development of a total of at least 8,342 m² (89,800 sq. ft.) of floor area on Parcels 3, 6 and 9 for Modest Market Housing as defined in the South East False Creek Official Modest Market Housing Building Plan;

(the "Modest Market Housing Conditions");

#127891v6
January 11, 2012

Modest Market Parcel
Housing Agreement
SEFC / Olympic Village
Remainder of Parcel 3/Lot 341

C. As the Modest Market Housing Conditions were not fulfilled prior to enactment of the Rezoning By-law, the Owner and the City entered into the Modest Market Housing Agreement in which the Owner covenanted, among other things, that once a separate legal title was created in the LTO for the Modest Market Housing Parcel, the Owner would enter into this Housing Agreement, to ensure that the Modest Market Housing Building and the Modest Market Housing Parcel will be held for Rental Purposes and the Owner would not sell any of dwelling units in the Modest Market Housing Building except as part of the sale of all of the dwelling units in the Modest Market Housing Building;

D. Once the parties have entered into this Housing Agreement, the City will file a notice in the LTO on title to the Modest Market Housing Parcel, giving notice that the Modest Market Housing Parcel is subject to this Housing Agreement; and

E. Once such notice is filed in the LTO, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel.

Consideration

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City and the Owner to each other and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) pursuant to Section 565.2 of the *Vancouver Charter* it is agreed as follows:

Terms of Agreement

1. DEFINITIONS

1.1 **Definitions.** The terms defined in this Section 1.1 for all purposes of this Agreement, unless specifically provided in this Agreement, will have the following meanings hereinafter specified. The defined terms are:

1.1.1 "City Personnel" means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;

1.1.2 "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;

1.1.3 "Effective Date" means August 1, 2010;

1.1.4 "LTO" means the land title office for the jurisdiction in which the Modest Market Housing Parcel is situate;

- 1.1.5 "Modest Market Housing" means dwelling units designed to be affordable to persons who make up a household, and whose combined gross annual incomes fall within the middle third of income distribution for the Greater Vancouver region published by Statistics Canada, in the then current Canada Census;
- 1.1.6 "Modest Market Housing Agreement" means the agreement between the City and the City registered on title to the Rezoning Lands in the LTO under No. BB487004 to No. BB487009;
- 1.1.7 "Modest Market Housing Building" means a building constructed on the Modest Market Housing Parcel which includes dwelling units designed for Modest Market Housing in accordance with the Modest Market Housing Agreement;
- 1.1.8 "Modest Market Housing Conditions" means the conditions set out in Recital B of this Agreement and "Modest market Housing Condition" means any one of the Modest market Housing Conditions;
- 1.1.9 "Modest Market Housing Parcel" means the lands located in the City of Vancouver, British Columbia and legally described as follows:
- PID: 028-074-114
Lot 341 False Creek Plan BCP42610 Except Part in Air Space Plan BCP45059
- 1.1.10 "Owner" means City of Vancouver and all of its assigns, successors and successors in title to the Modest Market Housing Parcel and, if the Modest Market Housing Parcel is subdivided by way of a strata plan, then "Owner" includes, without limitation, any strata corporations thereby created;
- 1.1.11 "Rental Purposes" means the use of a dwelling unit only for residential accommodation on a rental basis where the tenancy agreement (as defined under the *Residential Tenancy Act*) must be for:
- (a) a periodic tenancy (as defined under the *Residential Tenancy Act*) other than a periodic tenancy on a weekly basis; or
 - (b) a fixed term tenancy (as defined under the *Residential Tenancy Act*) where the fixed term is not greater than 12 months and the tenancy agreement does not require the tenant to vacate the dwelling unit on the date specified as the end of the fixed term tenancy and provides that the tenant has the right to renew the tenancy agreement as a

periodic tenancy (other than a periodic tenancy on a weekly basis) thereafter;

1.1.12 "Rezoning" means the rezoning of the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) pursuant to the Rezoning By-law;

1.1.13 "Rezoning By-law" means the rezoning by-law relating to the Rezoning Lands enacted on April 17, 2007;

1.1.14 "Rezoning Lands" means:

Parcel Identifier: 026-723-964, Lot 318, False Creek, Plan BCP24394;
Parcel Identifier: 026-892-316, Lot 323, False Creek, Plan BCP27367;
Parcel Identifier: 026-894-041, Lot 324, False Creek, Plan BCP27368;
Parcel Identifier: 026-978-962, Lot 325, False Creek, Plan BCP28523;
Parcel Identifier: 026-978-971, Lot 326, False Creek, Plan BCP28523;
Parcel Identifier: 026-979-781, Lot 328, False Creek, Plan BCP28525;
Parcel Identifier: 026-980-339, Lot 329, False Creek, Plan BCP28527;
Parcel Identifier: 027-607-453, Lot 330, False Creek, Plan BCP37641;
Parcel Identifier: 028-180-224, Lot 332, False Creek, Plan BCP44228;
Parcel Identifier: 028-180-232, Lot 333, False Creek, Plan BCP44228;
Parcel Identifier: 028-074-114, Lot 341, False Creek, Plan BCP42610; and
Parcel Identifier: 028-074-122, Lot 342, False Creek, Plan BCP42610;

1.1.15 "Term" means the period of 20 years commencing on the Effective Date.

2. RENTAL PURPOSES ONLY

2.1 The Owner, for itself and its successors and assigns, covenants and agrees with the City that during the Term the Owner will not:

2.1.1 use the dwelling units and the common property, if any, in the Modest Market Housing Building constructed on the Modest Market Housing Parcel, or allow them to be used, except for Rental Purposes; nor

2.1.2 sell or otherwise dispose of any dwelling unit in the Modest Market Housing Building to be constructed on the Modest Market Housing Parcel except together with all dwelling units in the Modest Market Housing Building constructed on the Modest Market Housing Parcel; nor

2.1.3 stratify the Modest Market Housing Parcel pursuant to the *Strata Property Act* unless concurrently with such stratification the Owner files with the

Superintendent of Real Estate a Rental Disclosure Statement disclosing that all strata lots in the Modest Market Housing Building are to be rented during the Term; nor

- 2.1.4 subdivide any dwelling unit within the Modest Market Housing Parcel or consolidate any dwelling unit with another dwelling unit within the Modest Market Housing Parcel;

and the Owner covenants and agrees that:

- 2.1.5 enactment of the Rezoning By-law is full and fair compensation for the restrictions set out in this Agreement and the Owner waives and renounces all claims for further or other compensation by reason of this Agreement; and
- 2.1.6 if all or part of the Modest Market Housing Building is unavailable for use for Rental Purposes for any period greater than 12 months during the Term, the Term will be extended for such part of the Modest Market Housing Building for a period of time equal to the period of time that it is unavailable for use for Rental Purposes.

3. INDEMNITY AND RELEASE

3.1 Indemnity and Release. The Owner hereby:

- 3.1.1 releases and discharges the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs and legal costs which may arise or accrue to the Owner by reason of the City or City Personnel exercising any of its rights under this Agreement; and
- 3.1.2 agrees to indemnify and save harmless the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs, and legal costs on a solicitor and own client basis which the City or City Personnel may suffer or incur arising whether directly or indirectly out of any default by the Owner, or the Owner's officials, officers, employees, or agents, or any other person for whom it is legally responsible, in observing or performing the Owner's obligations under this Agreement.

The release and indemnification provisions contained in this Agreement will survive the

#127891v6
January 11, 2012

Modest Market Parcel
Housing Agreement
SEFC / Olympic Village
Remainder of Parcel 3/Lot 341

discharge or termination of this Agreement.

4. NOTICES

- 4.1 **Notices.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended, either by personal delivery or by facsimile transmission, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and:

in the case of the Owner, addressed to it at:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk

Fax No.: 604.873.7419

in the case of the City, addressed to it at:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk

Fax No.: 604.873.7419

with a concurrent copy to the Director of Legal Services, Fax No. 604.873.7445;

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request, on the first business day following a receipted facsimile transmission if sent by facsimile, or, on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if

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January 11, 2012

Modest Market Parcel
Housing Agreement
SEFC / Olympic Village
Remainder of Parcel 3/Lot 341

actually delivered.

5. MISCELLANEOUS

- 5.1 **Breach by Owner.** The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.
- 5.2 **No Derogation.** Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Modest Market Housing Parcel and the Modest Market Housing Building as if this Agreement had not been executed and delivered by the Owner and the City.
- 5.3 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- 5.3.1 it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Modest Market Housing Parcel with the interest in land created hereby;
- 5.3.2 this Agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof;
- 5.3.3 upon the City filing a notice in the LTO that the Modest Market Housing Parcel is subject to this Housing Agreement, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel pursuant to Section 565.2(6) of the *Vancouver Charter*; and
- 5.3.4 the foregoing representations, warranties, covenants and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Modest Market Housing Parcel or the Modest Market Housing Building or any other matter whatsoever.

- 5.4 **City's Costs.** In any action to enforce this Agreement in which any Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor/client basis.
- 5.5 **Interpretation.** The following provisions will apply to this instrument:
- 5.5.1 the laws of British Columbia are to govern its interpretation and enforcement;
 - 5.5.2 each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
 - 5.5.3 if a court finds any provision invalid, illegal, or unenforceable, and severs it from the remainder of this instrument, the remaining provisions are to remain in force and effect;
 - 5.5.4 time will be of the essence, and if the City or Owner expressly or impliedly waives that requirement, the City or Owner may re-instate it by delivering notice to the other;
 - 5.5.5 waiver of a default by the City or Owner or failure or delay by the City or Owner in exercising a right or remedy does not mean that the City or Owner waives any other default or that the City or Owner has waived its right to exercise such right or remedy;
 - 5.5.6 no amendment is to have any force or effect unless the City and Owner have signed it;
 - 5.5.7 this instrument represents the entire agreement between the City and Owner regarding the matters set out in this instrument, and supersedes all prior agreements, letters of intent, or understandings about those matters;
 - 5.5.8 any reference to a statute is to the statute and its regulations in force on the effective date set out on page one of this Agreement, and to subsequent amendments to or replacements of the statute or regulations;
 - 5.5.9 the exercise of any particular remedy by the City or Owner under this instrument or at law or at equity will not prejudice or preclude that party from invoking or exercising any other remedy, and no remedy will be exclusive, and each of the City or Owner may exercise all its remedies independently or in combination and, in particular, the Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable

relief may be the only adequate remedy for a default by the Owner under this Agreement;

5.5.10 the Owner will execute and deliver to the City, on request by the City from time to time, such further assurances and instruments as the City may require to give full force and effect to the Owner's grants and agreements under this instrument; and

5.5.11 if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this instrument will be joint and several.

5.6 **Continuing effect.** This Agreement will enure to the benefit of and bind each of the City and its successors and assigns and the Owner and its successors and assigns.

IN WITNESS WHEREOF, the Owner by its authorized signatory and the City by its authorized signatory have signed this Agreement to be effective as of the effective date set out on page one of this Agreement.

CITY OF VANCOUVER by its authorized signatory:

CITY OF VANCOUVER by its authorized signatory:

SCHEDULE B

HOUSING AGREEMENT

THIS AGREEMENT is effective as of January 31, 2012,

BETWEEN:

CITY OF VANCOUVER,
453 West 12th Avenue,
Vancouver, British Columbia
V5Y 1V4

(the "Owner")

AND:

CITY OF VANCOUVER,
453 West 12th Avenue,
Vancouver, British Columbia
V5Y 1V4

(the "City")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the Modest Market Housing Parcel;
- B. The Owner and Millennium Southeast False Creek Properties Ltd. made an application to rezone the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) and after a public hearing to consider the Rezoning, the Rezoning application was approved by City Council in principle on October 17, 2006, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the Rezoning By-law, the Owner will, at no cost to the City, make arrangements to:

execute agreements, satisfactory to the City Manager and the Director of Legal Services, ensuring the development of a total of at least 8,342 m² (89,800 sq. ft.) of floor area on Parcels 3, 6 and 9 for Modest Market Housing as defined in the South East False Creek Official Modest Market Housing Building Plan;

(the "Modest Market Housing Conditions");

#130083v3
January 11, 2012

Modest Market Parcel
Housing Agreement
SEFC / Olympic Village
ASP3 of Parcel 6/Lot 342

C. As the Modest Market Housing Conditions were not fulfilled prior to enactment of the Rezoning By-law, the Owner and the City entered into the Modest Market Housing Agreement in which the Owner covenanted, among other things, that once a separate legal title was created in the LTO for the Modest Market Housing Parcel, the Owner would enter into this Housing Agreement, to ensure that the Modest Market Housing Building and the Modest Market Housing Parcel will be held for Rental Purposes and the Owner would not sell any of dwelling units in the Modest Market Housing Building except as part of the sale of all of the dwelling units in the Modest Market Housing Building;

D. Once the parties have entered into this Housing Agreement, the City will file a notice in the LTO on title to the Modest Market Housing Parcel, giving notice that the Modest Market Housing Parcel is subject to this Housing Agreement; and

E. Once such notice is filed in the LTO, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel.

Consideration

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City and the Owner to each other and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) pursuant to Section 565.2 of the *Vancouver Charter* it is agreed as follows:

Terms of Agreement

6. DEFINITIONS

6.1 **Definitions.** The terms defined in this Section 1.1 for all purposes of this Agreement, unless specifically provided in this Agreement, will have the following meanings hereinafter specified. The defined terms are:

6.1.1 "City Personnel" means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;

6.1.2 "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;

6.1.3 "Effective Date" means August 1, 2010;

6.1.4 "LTO" means the land title office for the jurisdiction in which the Modest Market Housing Parcel is situate;

- 6.1.5 "Modest Market Housing" means dwelling units designed to be affordable to persons who make up a household, and whose combined gross annual incomes fall within the middle third of income distribution for the Greater Vancouver region published by Statistics Canada, in the then current Canada Census;
- 6.1.6 "Modest Market Housing Agreement" means the agreement between the City and the City registered on title to the Rezoning Lands in the LTO under No. BB487004 to No. BB487009;
- 6.1.7 "Modest Market Housing Building" means a building constructed on the Modest Market Housing Parcel which includes dwelling units designed for Modest Market Housing in accordance with the Modest Market Housing Agreement;
- 6.1.8 "Modest Market Housing Conditions" means the conditions set out in Recital B of this Agreement and "Modest market Housing Condition" means any one of the Modest market Housing Conditions;
- 6.1.9 "Modest Market Housing Parcel" means the lands located in the City of Vancouver, British Columbia and legally described as follows:
- PID: 028-245-202
Air Space Parcel 3, False Creek, Air Space Plan BCP44958
- 6.1.10 "Owner" means City of Vancouver and all of its assigns, successors and successors in title to the Modest Market Housing Parcel and, if the Modest Market Housing Parcel is subdivided by way of a strata plan, then "Owner" includes, without limitation, any strata corporations thereby created;
- 6.1.11 "Rental Purposes" means the use of a dwelling unit only for residential accommodation on a rental basis where the tenancy agreement (as defined under the *Residential Tenancy Act*) must be for:
- (a) a periodic tenancy (as defined under the *Residential Tenancy Act*) other than a periodic tenancy on a weekly basis; or
 - (b) a fixed term tenancy (as defined under the *Residential Tenancy Act*) where the fixed term is not greater than 12 months and the tenancy agreement does not require the tenant to vacate the dwelling unit on the date specified as the end of the fixed term tenancy and provides that the tenant has the right to renew the tenancy agreement as a

periodic tenancy (other than a periodic tenancy on a weekly basis) thereafter;

6.1.12 "Rezoning" means the rezoning of the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) pursuant to the Rezoning By-law;

6.1.13 "Rezoning By-law" means the rezoning by-law relating to the Rezoning Lands enacted on April 17, 2007;

6.1.14 "Rezoning Lands" means:

Parcel Identifier: 026-723-964, Lot 318, False Creek, Plan BCP24394;
Parcel Identifier: 026-892-316, Lot 323, False Creek, Plan BCP27367;
Parcel Identifier: 026-894-041, Lot 324, False Creek, Plan BCP27368;
Parcel Identifier: 026-978-962, Lot 325, False Creek, Plan BCP28523;
Parcel Identifier: 026-978-971, Lot 326, False Creek, Plan BCP28523;
Parcel Identifier: 026-979-781, Lot 328, False Creek, Plan BCP28525;
Parcel Identifier: 026-980-339, Lot 329, False Creek, Plan BCP28527;
Parcel Identifier: 027-607-453, Lot 330, False Creek, Plan BCP37641;
Parcel Identifier: 028-180-224, Lot 332, False Creek, Plan BCP44228;
Parcel Identifier: 028-180-232, Lot 333, False Creek, Plan BCP44228;
Parcel Identifier: 028-074-114, Lot 341, False Creek, Plan BCP42610; and
Parcel Identifier: 028-074-122, Lot 342, False Creek, Plan BCP42610;

6.1.15 "Term" means the period of 20 years commencing on the Effective Date.

7. RENTAL PURPOSES ONLY

7.1 The Owner, for itself and its successors and assigns, covenants and agrees with the City that during the Term the Owner will not:

7.1.1 use the dwelling units and the common property, if any, in the Modest Market Housing Building constructed on the Modest Market Housing Parcel, or allow them to be used, except for Rental Purposes; nor

7.1.2 sell or otherwise dispose of any dwelling unit in the Modest Market Housing Building to be constructed on the Modest Market Housing Parcel except together with all dwelling units in the Modest Market Housing Building constructed on the Modest Market Housing Parcel; nor

7.1.3 stratify the Modest Market Housing Parcel pursuant to the *Strata Property Act* unless concurrently with such stratification the Owner files with the

Superintendent of Real Estate a Rental Disclosure Statement disclosing that all strata lots in the Modest Market Housing Building are to be rented during the Term; nor

- 7.1.4 subdivide any dwelling unit within the Modest Market Housing Parcel or consolidate any dwelling unit with another dwelling unit within the Modest Market Housing Parcel;

and the Owner covenants and agrees that:

- 7.1.5 enactment of the Rezoning By-law is full and fair compensation for the restrictions set out in this Agreement and the Owner waives and renounces all claims for further or other compensation by reason of this Agreement; and
- 7.1.6 if all or part of the Modest Market Housing Building is unavailable for use for Rental Purposes for any period greater than 12 months during the Term, the Term will be extended for such part of the Modest Market Housing Building for a period of time equal to the period of time that it is unavailable for use for Rental Purposes.

8. INDEMNITY AND RELEASE

8.1 Indemnity and Release. The Owner hereby:

- 8.1.1 releases and discharges the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs and legal costs which may arise or accrue to the Owner by reason of the City or City Personnel exercising any of its rights under this Agreement; and
- 8.1.2 agrees to indemnify and save harmless the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs, and legal costs on a solicitor and own client basis which the City or City Personnel may suffer or incur arising whether directly or indirectly out of any default by the Owner, or the Owner's officials, officers, employees, or agents, or any other person for whom it is legally responsible, in observing or performing the Owner's obligations under this Agreement.

The release and indemnification provisions contained in this Agreement will survive the

discharge or termination of this Agreement.

9. NOTICES

9.1 Notices. Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended, either by personal delivery or by facsimile transmission, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and:

in the case of the Owner, addressed to it at:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk

Fax No.: 604.873.7419

in the case of the City, addressed to it at:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk

Fax No.: 604.873.7419

with a concurrent copy to the Director of Legal Services, Fax No. 604.873.7445;

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request, on the first business day following a receipted facsimile transmission if sent by facsimile, or, on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if

actually delivered.

10. MISCELLANEOUS

- 10.1 **Breach by Owner.** The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.
- 10.2 **No Derogation.** Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Modest Market Housing Parcel and the Modest Market Housing Building as if this Agreement had not been executed and delivered by the Owner and the City.
- 10.3 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- 10.3.1 it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Modest Market Housing Parcel with the interest in land created hereby;
 - 10.3.2 this Agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof;
 - 10.3.3 upon the City filing a notice in the LTO that the Modest Market Housing Parcel is subject to this Housing Agreement, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel pursuant to Section 565.2(6) of the *Vancouver Charter*; and
 - 10.3.4 the foregoing representations, warranties, covenants and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Modest Market Housing Parcel or the Modest Market Housing Building or any other matter whatsoever.

- 10.4 **City's Costs.** In any action to enforce this Agreement in which any Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor/client basis.
- 10.5 **Interpretation.** The following provisions will apply to this instrument:
- 10.5.1 the laws of British Columbia are to govern its interpretation and enforcement;
 - 10.5.2 each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
 - 10.5.3 if a court finds any provision invalid, illegal, or unenforceable, and severs it from the remainder of this instrument, the remaining provisions are to remain in force and effect;
 - 10.5.4 time will be of the essence, and if the City or Owner expressly or impliedly waives that requirement, the City or Owner may re-instate it by delivering notice to the other;
 - 10.5.5 waiver of a default by the City or Owner or failure or delay by the City or Owner in exercising a right or remedy does not mean that the City or Owner waives any other default or that the City or Owner has waived its right to exercise such right or remedy;
 - 10.5.6 no amendment is to have any force or effect unless the City and Owner have signed it;
 - 10.5.7 this instrument represents the entire agreement between the City and Owner regarding the matters set out in this instrument, and supersedes all prior agreements, letters of intent, or understandings about those matters;
 - 10.5.8 any reference to a statute is to the statute and its regulations in force on the effective date set out on page one of this Agreement, and to subsequent amendments to or replacements of the statute or regulations;
 - 10.5.9 the exercise of any particular remedy by the City or Owner under this instrument or at law or at equity will not prejudice or preclude that party from invoking or exercising any other remedy, and no remedy will be exclusive, and each of the City or Owner may exercise all its remedies independently or in combination and, in particular, the Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable

relief may be the only adequate remedy for a default by the Owner under this Agreement;

- 10.5.10 the Owner will execute and deliver to the City, on request by the City from time to time, such further assurances and instruments as the City may require to give full force and effect to the Owner's grants and agreements under this instrument; and
 - 10.5.11 if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this instrument will be joint and several.
- 10.6 **Continuing effect.** This Agreement will enure to the benefit of and bind each of the City and its successors and assigns and the Owner and its successors and assigns.

IN WITNESS WHEREOF, the Owner by its authorized signatory and the City by its authorized signatory have signed this Agreement to be effective as of the effective date set out on page one of this Agreement.

CITY OF VANCOUVER by its authorized signatory:

CITY OF VANCOUVER by its authorized signatory:

SCHEDULE C

HOUSING AGREEMENT

THIS AGREEMENT is effective as of January 31, 2012,

BETWEEN:

CITY OF VANCOUVER,
453 West 12th Avenue,
Vancouver, British Columbia
V5Y 1V4

(the "Owner")

AND:

CITY OF VANCOUVER,
453 West 12th Avenue,
Vancouver, British Columbia
V5Y 1V4

(the "City")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the Modest Market Housing Parcel;
- B. The Owner and Millennium Southeast False Creek Properties Ltd. made an application to rezone the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) and after a public hearing to consider the Rezoning, the Rezoning application was approved by City Council in principle on October 17, 2006, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the Rezoning By-law, the Owner will, at no cost to the City, make arrangements to:

execute agreements, satisfactory to the City Manager and the Director of Legal Services, ensuring the development of a total of at least 8,342 m² (89,800 sq. ft.) of floor area on Parcels 3, 6 and 9 for Modest Market Housing as defined in the South East False Creek Official Modest Market Housing Building Plan;

(the "Modest Market Housing Conditions");

#130085v3
January 11, 2012

Modest Market Parcel
Housing Agreement
SEFC / Olympic Village
ASP3 of Parcel 9/Lot 329

C. As the Modest Market Housing Conditions were not fulfilled prior to enactment of the Rezoning By-law, the Owner and the City entered into the Modest Market Housing Agreement in which the Owner covenanted, among other things, that once a separate legal title was created in the LTO for the Modest Market Housing Parcel, the Owner would enter into this Housing Agreement, to ensure that the Modest Market Housing Building and the Modest Market Housing Parcel will be held for Rental Purposes and the Owner would not sell any of dwelling units in the Modest Market Housing Building except as part of the sale of all of the dwelling units in the Modest Market Housing Building;

D. Once the parties have entered into this Housing Agreement, the City will file a notice in the LTO on title to the Modest Market Housing Parcel, giving notice that the Modest Market Housing Parcel is subject to this Housing Agreement; and

E. Once such notice is filed in the LTO, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel.

Consideration

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City and the Owner to each other and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) pursuant to Section 565.2 of the *Vancouver Charter* it is agreed as follows:

Terms of Agreement

11. DEFINITIONS

11.1 **Definitions.** The terms defined in this Section 1.1 for all purposes of this Agreement, unless specifically provided in this Agreement, will have the following meanings hereinafter specified. The defined terms are:

11.1.1 **"City Personnel"** means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;

11.1.2 **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;

11.1.3 **"Effective Date"** means August 1, 2010;

11.1.4 **"LTO"** means the land title office for the jurisdiction in which the Modest Market Housing Parcel is situate;

- 11.1.5 "Modest Market Housing" means dwelling units designed to be affordable to persons who make up a household, and whose combined gross annual incomes fall within the middle third of income distribution for the Greater Vancouver region published by Statistics Canada, in the then current Canada Census;
- 11.1.6 "Modest Market Housing Agreement" means the agreement between the City and the City registered on title to the Rezoning Lands in the LTO under No. BB487004 to No. BB487009;
- 11.1.7 "Modest Market Housing Building" means a building constructed on the Modest Market Housing Parcel which includes dwelling units designed for Modest Market Housing in accordance with the Modest Market Housing Agreement;
- 11.1.8 "Modest Market Housing Conditions" means the conditions set out in Recital B of this Agreement and "Modest market Housing Condition" means any one of the Modest market Housing Conditions;
- 11.1.9 "Modest Market Housing Parcel" means the lands located in the City of Vancouver, British Columbia and legally described as follows:
- PID: 028-234-600
Air Space Parcel 3, False Creek, Air Space Plan BCP44913
- 11.1.10 "Owner" means City of Vancouver and all of its assigns, successors and successors in title to the Modest Market Housing Parcel and, if the Modest Market Housing Parcel is subdivided by way of a strata plan, then "Owner" includes, without limitation, any strata corporations thereby created;
- 11.1.11 "Rental Purposes" means the use of a dwelling unit only for residential accommodation on a rental basis where the tenancy agreement (as defined under the *Residential Tenancy Act*) must be for:
- (a) a periodic tenancy (as defined under the *Residential Tenancy Act*) other than a periodic tenancy on a weekly basis; or
 - (b) a fixed term tenancy (as defined under the *Residential Tenancy Act*) where the fixed term is not greater than 12 months and the tenancy agreement does not require the tenant to vacate the dwelling unit on the date specified as the end of the fixed term tenancy and provides that the tenant has the right to renew the tenancy agreement as a

periodic tenancy (other than a periodic tenancy on a weekly basis) thereafter;

11.1.12 "Rezoning" means the rezoning of the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) pursuant to the Rezoning By-law;

11.1.13 "Rezoning By-law" means the rezoning by-law relating to the Rezoning Lands enacted on April 17, 2007;

11.1.14 "Rezoning Lands" means:

Parcel Identifier: 026-723-964, Lot 318, False Creek, Plan BCP24394;
Parcel Identifier: 026-892-316, Lot 323, False Creek, Plan BCP27367;
Parcel Identifier: 026-894-041, Lot 324, False Creek, Plan BCP27368;
Parcel Identifier: 026-978-962, Lot 325, False Creek, Plan BCP28523;
Parcel Identifier: 026-978-971, Lot 326, False Creek, Plan BCP28523;
Parcel Identifier: 026-979-781, Lot 328, False Creek, Plan BCP28525;
Parcel Identifier: 026-980-339, Lot 329, False Creek, Plan BCP28527;
Parcel Identifier: 027-607-453, Lot 330, False Creek, Plan BCP37641;
Parcel Identifier: 028-180-224, Lot 332, False Creek, Plan BCP44228;
Parcel Identifier: 028-180-232, Lot 333, False Creek, Plan BCP44228;
Parcel Identifier: 028-074-114, Lot 341, False Creek, Plan BCP42610; and
Parcel Identifier: 028-074-122, Lot 342, False Creek, Plan BCP42610;

11.1.15 "Term" means the period of 20 years commencing on the Effective Date.

12. RENTAL PURPOSES ONLY

12.1 The Owner, for itself and its successors and assigns, covenants and agrees with the City that during the Term the Owner will not:

12.1.1 use the dwelling units and the common property, if any, in the Modest Market Housing Building constructed on the Modest Market Housing Parcel, or allow them to be used, except for Rental Purposes; nor

12.1.2 sell or otherwise dispose of any dwelling unit in the Modest Market Housing Building to be constructed on the Modest Market Housing Parcel except together with all dwelling units in the Modest Market Housing Building constructed on the Modest Market Housing Parcel; nor

12.1.3 stratify the Modest Market Housing Parcel pursuant to the *Strata Property Act* unless concurrently with such stratification the Owner files with the

Superintendent of Real Estate a Rental Disclosure Statement disclosing that all strata lots in the Modest Market Housing Building are to be rented during the Term; nor

- 12.1.4 subdivide any dwelling unit within the Modest Market Housing Parcel or consolidate any dwelling unit with another dwelling unit within the Modest Market Housing Parcel;

and the Owner covenants and agrees that:

- 12.1.5 enactment of the Rezoning By-law is full and fair compensation for the restrictions set out in this Agreement and the Owner waives and renounces all claims for further or other compensation by reason of this Agreement; and
- 12.1.6 if all or part of the Modest Market Housing Building is unavailable for use for Rental Purposes for any period greater than 12 months during the Term, the Term will be extended for such part of the Modest Market Housing Building for a period of time equal to the period of time that it is unavailable for use for Rental Purposes.

13. INDEMNITY AND RELEASE

13.1 Indemnity and Release. The Owner hereby:

- 13.1.1 releases and discharges the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs and legal costs which may arise or accrue to the Owner by reason of the City or City Personnel exercising any of its rights under this Agreement; and
- 13.1.2 agrees to indemnify and save harmless the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs, and legal costs on a solicitor and own client basis which the City or City Personnel may suffer or incur arising whether directly or indirectly out of any default by the Owner, or the Owner's officials, officers, employees, or agents, or any other person for whom it is legally responsible, in observing or performing the Owner's obligations under this Agreement.

The release and indemnification provisions contained in this Agreement will survive the

discharge or termination of this Agreement.

14. NOTICES

14.1 **Notices.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended, either by personal delivery or by facsimile transmission, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and:

in the case of the Owner, addressed to it at:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk

Fax No.: 604.873.7419

in the case of the City, addressed to it at:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk

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with a concurrent copy to the Director of Legal Services, Fax No. 604.873.7445;

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request, on the first business day following a receipted facsimile transmission if sent by facsimile, or, on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if

actually delivered.

15. MISCELLANEOUS

- 15.1 **Breach by Owner.** The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.
- 15.2 **No Derogation.** Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Modest Market Housing Parcel and the Modest Market Housing Building as if this Agreement had not been executed and delivered by the Owner and the City.
- 15.3 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- 15.3.1 it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Modest Market Housing Parcel with the interest in land created hereby;
- 15.3.2 this Agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof;
- 15.3.3 upon the City filing a notice in the LTO that the Modest Market Housing Parcel is subject to this Housing Agreement, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel pursuant to Section 565.2(6) of the *Vancouver Charter*; and
- 15.3.4 the foregoing representations, warranties, covenants and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Modest Market Housing Parcel or the Modest Market Housing Building or any other matter whatsoever.

- 15.4 **City's Costs.** In any action to enforce this Agreement in which any Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor/client basis.
- 15.5 **Interpretation.** The following provisions will apply to this instrument:
- 15.5.1 the laws of British Columbia are to govern its interpretation and enforcement;
 - 15.5.2 each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
 - 15.5.3 if a court finds any provision invalid, illegal, or unenforceable, and severs it from the remainder of this instrument, the remaining provisions are to remain in force and effect;
 - 15.5.4 time will be of the essence, and if the City or Owner expressly or impliedly waives that requirement, the City or Owner may re-instate it by delivering notice to the other;
 - 15.5.5 waiver of a default by the City or Owner or failure or delay by the City or Owner in exercising a right or remedy does not mean that the City or Owner waives any other default or that the City or Owner has waived its right to exercise such right or remedy;
 - 15.5.6 no amendment is to have any force or effect unless the City and Owner have signed it;
 - 15.5.7 this instrument represents the entire agreement between the City and Owner regarding the matters set out in this instrument, and supersedes all prior agreements, letters of intent, or understandings about those matters;
 - 15.5.8 any reference to a statute is to the statute and its regulations in force on the effective date set out on page one of this Agreement, and to subsequent amendments to or replacements of the statute or regulations;
 - 15.5.9 the exercise of any particular remedy by the City or Owner under this instrument or at law or at equity will not prejudice or preclude that party from invoking or exercising any other remedy, and no remedy will be exclusive, and each of the City or Owner may exercise all its remedies independently or in combination and, in particular, the Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable

relief may be the only adequate remedy for a default by the Owner under this Agreement;

15.5.10 the Owner will execute and deliver to the City, on request by the City from time to time, such further assurances and instruments as the City may require to give full force and effect to the Owner's grants and agreements under this instrument; and

15.5.11 if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this instrument will be joint and several.

15.6 **Continuing effect.** This Agreement will enure to the benefit of and bind each of the City and its successors and assigns and the Owner and its successors and assigns.

IN WITNESS WHEREOF, the Owner by its authorized signatory and the City by its authorized signatory have signed this Agreement to be effective as of the effective date set out on page one of this Agreement.

CITY OF VANCOUVER by its authorized signatory:

CITY OF VANCOUVER by its authorized signatory:

 EXPLANATION

**Vancouver City Planning Commission By-law amending By-law
Re: Appointments**

The attached By-law will implement Council's resolution of December 13, 2011 to amend the Vancouver City Planning Commission By-law, to provide for appointment of Commissioners in staggered two year terms, such that six members are appointed for even years for a two year term, and five members are appointed for odd years for a two year term. Members of the Commission appoint an additional two members.

Director of Legal Services
January 31, 2012

BY-LAW NO. _____

**A By-law to amend Vancouver City Planning Commission
By-law No. 5064 regarding appointments**

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

1. This By-law amends the indicated provisions of By-law No. 5064.
2. Council repeals section 2 (a), (b), and (c), and sections 2A, 2B, and 2C and substitutes:
 - "2. The Commission is to consist of 13 members, appointed as follows:
 - (a) six members to be appointed by Council in the year 2012, and in all even numbered years thereafter, for terms expiring on December 31st of the year following their appointment, or until their successors are appointed;
 - (b) five members to be appointed by Council in the year 2012, for terms expiring on December 31st, 2012, and then in the year 2013, and in all odd numbered years thereafter, for terms expiring on December 31st of the year following their appointment, or until their successors are appointed; and
 - (c) two members to be appointed by the Commission members appointed under (a) and (b). Both members shall initially be appointed at a Commission meeting held as soon as is practicable after Council appoints the other members in 2012. One member shall be appointed for a one year term and the other for a two year term. After the expiry of the one year term, every further appointment by the Commission members shall alternate between a two year term and a one year term, and shall be made at a Commission meeting held as soon as is practicable after Council has appointed members under (a) or (b)."

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

ENACTED by Council this day of , 2012

Mayor

City Clerk



EXPLANATION

A By-law to Amend the Street Utilities By-law

On October 6, 2011, Council approved the Street Utilities By-law, which included certain fee schedules. On October 18, 2011, Council enacted the By-law. The By-law which was enacted contained some errors in the fees listed in Schedule A. This housekeeping By-law amends Schedule "A" of the Street Utilities By-law, to include the fees which were approved by Council.

Director of Legal Services
January 31, 2012

BY-LAW NO. _____

A By-law to amend the Street Utilities By-law

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

1. This By-law amends the indicated provisions of By-law No. 10361.
2. Council repeals Schedule "A" and substitutes the document attached as Schedule "A" to this By-law as the new Schedule "A".
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

SCHEDULE A

“SCHEDULE A

SCHEDULE OF FEES AND COSTS

Part 1 - Plan review and administration fee

The applicant must pay to the city, in respect of a proposed alignment that is 20 meters or:

- (a) shorter, a plan review and administration fee of \$500.00;
- (b) longer, a plan review and administration fee of \$1,500.00;

together with a fee of \$10.00 per metre of the total length of the proposed alignment.

Part 2 - Inspection fee

The permit holder must pay to the city, to cover the cost of inspection of the proposed work, \$65.00 per street block of the total length of the proposed alignment for each day from commencement to completion of the work and for one day of any pre-construction organizing meeting.

Part 3 - Permanent restoration cost

The permit holder must pay to the city the cost to the city of permanent restoration after completion of the work, based upon the quantities of restoration necessary, the unit costs of such work, as follows, and the applicable city standards:

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Concrete Pavement	Less than 10 m ²	\$210.00
Concrete Pavement	10 m ² to less than 50 m ²	\$155.00
Concrete Pavement	50 m ² or more	\$120.00
Pavement Membrane	Less than 100 m ²	\$ 85.00
Overlay Concrete Road		
Pavement Membrane	More than 100 m ²	\$ 70.00
Overlay Concrete Road		
Light Asphalt Pavement	Less than 3 m ²	\$183.00
Light Asphalt Pavement	3 m ² to less than 10 m ²	\$ 92.00
Light Asphalt Pavement	10 m ² to less than 100 m ²	\$ 60.00
Light Asphalt Pavement	100 m ² to 300 m ²	\$ 53.00
Light Asphalt Pavement	More than 300 m ²	\$ 46.00

Heavy Asphalt Pavement	Less than 3 m ²	\$250.00
Heavy Asphalt Pavement	3 m ² to less than 10 m ²	\$148.00
Heavy Asphalt Pavement	10 m ² to less than 100 m ²	\$ 100.00
Heavy Asphalt Pavement	100 m ² to 300 m ²	\$ 71.00
Heavy Asphalt	More than 300 m ²	\$ 65.00
Grading and Asphalt Aprons	Quotes by street utilities committee only	
Concrete Sidewalk	Less than 10 m ²	\$180.00
Concrete Sidewalk	10 m ² to 25 m ²	\$160.00
Concrete Sidewalk	25 m ² to 50 m ²	\$140.00
Concrete Sidewalk	50 m ² or more	\$ 96.00
Exposed Agg Sidewalk	All	\$268.00
Concrete Crossing	All	\$200.00
Curb & Gutter	Less than 10 lm	\$270.00
Curb & Gutter	10 lm or more	\$210.00
Boulevards Top Soil & Seed	Less than 50 m ²	\$ 36.00
Boulevards Top Soil & Seed	50 m ² or more	\$ 20.00
Brick or Paver Sidewalks	All	\$350.00
Stamped Concrete	Quotes by street utilities committee only	
Unusual Damages/ At-Cost Repairs	Quotes / Actual Cost + Overhead	
Concrete Bus Slab - 12" Thick with Integral Curb & Slab		\$275.00
Concrete Thickened Sidewalk - 6"	All	\$200.00
Concrete Thickened Sidewalk - 10"	All	\$250.00
Asphalt/Concrete Pavement	0 m ² to less than 3 m ²	\$248.00
Asphalt/Concrete Pavement	3 m ² to less than 10 m ²	\$242.00
Asphalt/Concrete Pavement	10 m ² to 50 m ²	\$200.00
Asphalt/Concrete Pavement	50 m ² or more	\$167.00
Asphalt/Concrete Pavement - follow behind (Install of 5" Asphalt when concrete + cutback is done by Utility Group)		\$ 55.00
Brick / Paver / Stone Pavements	Quotes by street utilities committee only	
Asphalt/Concrete Pavement ERF 302 all prior to June 9/08	Less than 10 m ²	\$170.00
Heavy Asphalt Pavement	100 m ² or more	\$ 62.00

ERF 106 all prior to Aug.1/06 Heavy Asphalt Pavement	0 m ² to 100 m ²	\$ 75.00
ERF 105 all prior to April 15/07 Light Asphalt Pavement	More than 100 m ²	\$ 46.00
ERF 104 all prior to Dec.31/05 Heavy Asphalt Pavement	3 m ² to 100 m ²	\$ 81.00
ERF 113 all prior to June 9/08		

Part 4 - Pavement degradation cost

The permit holder must pay to the city, as a contribution to the cost of pavement degradation based on the total area of pavement excavated, the estimated cost of pavement degradation, as set out in the permit, calculated in accordance with the following table:

Age of street in years since last re-surfaced as determined by the street utilities committee	Fee per square metre of excavation
0 - 5 years	\$50.00
6 - 10 years	\$40.00
11 - 15 years	\$30.00
16 - 20 years	\$20.00
21 years or greater	\$10.00