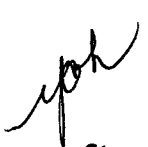


EXPLANATION

**Street Vending By-law
Repeal and replacement**

The attached By-law will implement Council's resolution of February 18, 2014, to repeal and replace the Street Vending By-law.

Director of Legal Services
March 11, 2014



BY-LAW NO. _____

**A By-law to repeal
Street Vending By-law No. 4781
And to enact a new Street Vending By-law**

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

1. Council repeals Street Vending By-law No. 4781, and enacts the By-law attached as Schedule A to this By-law.
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 _____, 2014.

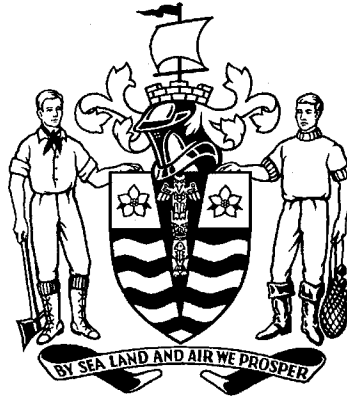
ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

[Schedule A]

**CITY OF VANCOUVER
BRITISH COLUMBIA**



STREET VENDING BY-LAW NO. _____

STREET VENDING BY-LAW

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BY-LAW NO. _____

A By-law regarding the use and occupancy of streets for vending

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 "Street Vending By-law".

Definitions

1.2 In this By-law:

"display unit" means a rack, cart, bin or other structure, used to display merchandise or to display fresh produce, plants, flowers and herbs, as an extension of and adjacent to an existing business address;

"farmers' market" means an open air or fully or partly covered market located on a street, for the sale directly by the producers, or their representatives who are involved in the production, of local fresh, dried or frozen fruit and vegetables, local dried or frozen meat and seafood, local eggs, local dairy products, local plants, local prepared and ready to eat foods and local artisan crafts;

"food vending unit" includes food vending (roaming) unit and food vending (stationary) unit;

"food vending (roaming) unit" means a vehicle, trailer, cart, bicycle, or other conveyance used to sell food and beverages at multiple locations on city streets;

"food vending (stationary) unit" means a vehicle, trailer, cart, bicycle, or other conveyance or structure used to sell food and beverages at a designated street location;

"large patio" means a semi-permanent structure constructed or placed on a street, which supports or accommodates business activity or customer seating as an extension of and immediately adjacent to the business address of an existing food vending establishment and which is the subject of a licence agreement with the city;

"non-food vending unit" includes non-food vending (stationary) unit and mobile special event unit;

“mobile special event unit” means a cart, bicycle, or other method of conveyance used to sell items other than food and beverages on certain streets during a special event market;

“non-food vending (stationary) unit” means a vehicle, trailer, cart, bicycle, or other conveyance or structure used to sell items other than food and beverages at a designated street location;

“patio” means “small patio” and “large patio”;

“vending unit” means a food vending unit and a non-food vending unit;

“small patio” means moveable furniture placed on a street, which supports or accommodates business activity or customer seating as an extension of and adjacent to the business address of an existing food vending establishment;

“special event market” means an open air or fully or partly covered market located on a street, which may include the sale of food, beverages and merchandise and is not a farmers market;

Table of contents

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

Schedules

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

Severability

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

SECTION 2 GENERAL REGULATIONS

Sales on city streets

2.1 Except as provided in this By-law, a person must not:

- (a) construct, erect or place structures, signs, objects, vending units, mobile special event units, patios, display units, farmers’ markets, or special event markets on a street; or
- (b) sell, display, expose or offer for sale, any food, beverages, goods or merchandise on a street.

Public bike share station

2.2 Despite anything to the contrary in this By-law, a person operating a public bike share station on city streets does not require a permit or written permission under this By-law, if the public bike share station:

- (a) does not include any enclosed structures;
- (b) provides short term rentals of bikes and related equipment through an automated system intended to be accessible 24 hours a day;
- (c) is part of a network comprised of no fewer than 50 public bike share stations located on separate sites in the city; and
- (d) does not interfere with any public works, facilities or amenities.

Sales at farmers' market

2.3 Despite anything to the contrary in this By-law, an individual vendor who participates in a farmers' market located on a street does not require a permit or written permission under this By-law if the operator of the farmers' market has obtained a permit in accordance with this By-law.

Sales at special event market

2.4 Despite anything to the contrary in this By-law, an individual vendor who participates in a special event market located on a street does not require a permit or written permission under this By-law if the operator of the special event market has obtained a permit in accordance with this By-law.

SECTION 3 PERMITS

Application for permission

3.1 A person who wishes to use or occupy any street to:

- (a) place or display any merchandise or thing;
- (b) offer or expose for sale, or sell, any merchandise or thing;
- (c) offer or expose for sale, or sell, any food or beverage;
- (d) display or offer for sale any merchandise, produce, plants, cut flowers or herbs;
- (e) construct or place a patio;
- (f) operate a vending unit or mobile special event unit; or
- (g) operate a farmers' market or a special event market,

must apply to the General Manager, Engineering Services, for permission to do so.

Permission

3.2 A person must not:

- (a) place or display any merchandise or thing;
- (b) offer or expose for sale, or sell, any merchandise or thing;
- (c) offer or expose for sale, or sell, any food or beverage;
- (d) display and offer for sale, any merchandise, produce, plants, cut flowers or herbs;
- (e) construct or place a patio;
- (f) operate a vending unit or mobile special event unit; or
- (g) operate a farmers' market or a special event market,

on a street unless permission has been granted by the General Manager, Engineering Services.

General rules

3.3 The General Manager, Engineering Services, may grant permission under section 3.2, except that the General Manager, Engineering Services must not grant permission to any person for any structure, sign, object, vending unit, mobile special event unit, patio, display unit, farmers' market or special event market, if, in the opinion of the General Manager, Engineering Services:

- (a) it obstructs or interferes with vehicle, bicycle or pedestrian traffic or with vehicle, bicycle or pedestrian safety;
- (b) it obstructs or interferes with doorways, entrances, fire doors or emergency exits adjacent to the street;
- (c) it obstructs or interferes with any utility, postal or similar installation;
- (d) it obstructs or interferes with any other structure, sign, object, vending unit, patio or display unit, which occupies the street pursuant to a permit;
- (e) it obstructs or interferes with fire lanes established by the Vancouver Fire Department;
- (f) it obstructs or interferes with city works or operations, on or adjacent to the street;
- (g) it contravenes any provision of this By-law; or
- (h) the applicant is already the holder of the maximum number of permits allowed pursuant to this By-law.

Conditions on permits

3.4 The General Manager, Engineering Services, may grant permission to use or occupy the street in accordance with this By-law, subject to such conditions as he considers appropriate, including but not limited to conditions regarding:

- (a) the length of time a structure, sign, object, vending unit, mobile special event unit, patio or display unit may remain on the street;
- (b) the length of time a structure, sign, object, vending unit, mobile special event unit patio or display unit may remain at a specific location on the street;
- (c) the hours of the day a permit holder or the employee of a permit holder must attend at a structure, vending unit, mobile special event unit, patio or display unit;
- (d) the hours of the day a permit holder may use or occupy the street;
- (e) the minimum hours or days during which a permit holder must carry on business;
- (f) the type of merchandise offered for sale;
- (g) the specific location of a structure, sign, object, vending unit, mobile special event unit, patio or display unit;
- (h) the daily schedule for setup and removal;
- (i) a fire safety plan;
- (j) a traffic management plan;
- (k) a security plan;
- (l) a waste reduction and removal plan;
- (m) proof of commercial general liability insurance, to the satisfaction of the Director of Risk Management, naming the city as an additional named insured;
- (n) a plan for provision of public toilets;
- (o) the use of electric or gas lighting, green energy, generators or appliances;
- (p) the use of extension cords;
- (q) the use of open flames, propane tanks, gas or electric heaters, or barbeques;
- (r) the use of loudspeakers, megaphones, sound systems or other amplification equipment; and
- (s) a release and indemnity of the city, to the satisfaction of the Director of Legal Services.

Considerations regarding time limits

3.5 Subject to the provisions of this By-law, the General Manager, Engineering Services may determine the length of time that a structure, display, sign, object, vending unit, mobile

special event unit, patio, display unit, farmers' market or special event market is permitted to remain on the street, and, in making that determination, must consider:

- (a) other applications for permission to use the street;
- (b) if the application is in relation to a special event, the area, number and location of other vendors;
- (c) the dates and number of times the applicant has used the particular location on the street or other streets;
- (d) the impact on local businesses or residences;
- (e) the impact on transit traffic, traffic flow, and vehicle and pedestrian safety;
- (f) the impact on city works or operations;
- (g) the existing land uses in the vicinity;
- (h) maintenance and repair requirements for the street;
- (i) any applicable Council policies and guidelines; and
- (j) any other matters related to safety, nuisance or allocation of city resources.

Application process

3.6 A person who wishes to obtain permission to use or occupy the street in accordance with this By-law must submit all documentation required by the General Manager, Engineering Services, which may include:

- (a) a completed application in the form prescribed by the General Manager, Engineering Services;
- (b) proof the applicant is the holder of a business licence issued by the city;
- (c) drawings indicating the construction methods, materials, dimensions and location of any proposed structure, vending unit, patio or display unit;
- (d) for an application to operate a food vending unit, proof that the food vending unit and food vending arrangements have been approved by the appropriate health authority;
- (e) for an application to operate a food vending (roaming) unit, proof that the holder of or applicant for the permit and all employees have completed an application for a criminal record check and have consented to the disclosure of the results of the criminal record check to the General Manager, Engineering Services;
- (f) proof of commercial general liability insurance in the amount stipulated by the General Manager, Engineering Services, naming the city as an additional named insured for the term of the permit;
- (g) the application fee in accordance with Schedule A; and

- (h) such other documentation as the General Manager, Engineering Services, determines is necessary.

Refusal of permit or renewal permit

3.7 The General Manager, Engineering Services, may refuse to issue or to renew a permit if, in the opinion of the General Manager, Engineering Services, the applicant or the permit holder or an employee:

- (a) has submitted an application which does not comply with the requirements of this By-law;
- (b) has failed to comply with a provision in this By-law;
- (c) has failed to comply with municipal, provincial or federal legislation related to a business;
- (d) in the case of an application for a food vending (roaming) unit, has a criminal history which, in the opinion of the General Manager, Engineering Services, indicates a potential risk to public safety if the permit is issued;
- (e) has sold a permit issued pursuant to this By-law;
- (f) has transferred a permit or transferred control over a permit, in contravention of this By-law;
- (g) has outstanding impoundment or permit fees related to a business regulated under this By-law;
- (h) has failed to comply with the conditions of a permit issued pursuant to this By-law; or
- (i) has a history of poor management of a business.

Appeal from permit refusal

3.8 An appeal lies to Council from the refusal of the General Manager, Engineering Services, to issue a permit to an applicant or permit holder and Council may uphold the refusal, or may overturn the refusal and may impose conditions on the issuance of a permit.

Responsibilities of vendors on city streets

3.9 The holder of a permit issued under this By-law and the employees of the permit holder must:

- (a) comply with all conditions on the permit;
- (b) display the permit at all times;
- (c) ensure that the permit holder, or an employee, remains at the structure, vending unit, mobile special event unit, farmers' market or special event market, during the hours listed on the permit;
- (d) keep the structure, vending unit, mobile special event unit, patio, display unit,

- farmers' market or special event market safe and in good repair at all times;
- (e) comply with any safety or sanitary requirements of federal, provincial or municipal authorities; and
 - (f) produce the permit for inspection when requested to do so by the General Manager, Engineering Services, his authorized representative, or a police officer.

Street vending permits

3.10 A permit issued in accordance with this By-law:

- (a) is only valid for the period for which it has been issued;
- (b) relates only to the location and to the vending unit, mobile special event unit, patio, display unit, farmers' market or special event market for which it has been issued;
- (c) is subject to suspension by the General Manager, Engineering Services in accordance with this By-law, at any time; and
- (d) is subject to cancellation by Council at any time.

Renewal of permit

3.11 The holder of a permit issued pursuant to this By-law who wishes to obtain a permit for a subsequent year must apply for any subsequent permit by paying the permit fees in accordance with Schedule A of this By-law.

Sale of permit prohibited

3.12 A person who has been granted a permit under this By-law must not sell that permit.

Use of vending unit permit by person other than permit holder prohibited

3.13 A person must not operate a vending unit or mobile special event unit unless that person is the holder of a permit for that vending unit or mobile special event unit.

Transfer of street vending permits prohibited

3.14 A person who has been granted a permit under this By-law must not transfer that permit to another person, or transfer control of that permit to another person unless the General Manager, Engineering Services has first consented in writing to the transfer.

Refusal to consent to permit transfer

3.15 The General Manager, Engineering Services, may refuse to consent to the transfer of a permit pursuant to section 3.14 if, in the opinion of the General Manager, Engineering Services:

- (a) the applicant or the permit holder has submitted an application which does not comply with the requirements of this By-law;
- (b) the applicant or the permit holder has failed to comply with a provision in this By-law;
- (c) the applicant or the permit holder has failed to comply with municipal, provincial or federal legislation related to a street vending business;
- (d) the applicant or the permit holder has sold a permit issued pursuant to this By-law;
- (e) the applicant or the permit holder has transferred a permit or transferred control over a permit issued pursuant to this By-law without first obtaining the requisite consent;
- (f) the applicant or the permit holder has outstanding impoundment or permit fees related to a business regulated under this By-law;
- (g) the applicant or the permit holder has failed to comply with the conditions of a permit issued pursuant to this By-law; or
- (h) the applicant or the permit holder has a history of poor management of a business.

Suspension or revocation of permit for non compliance

3.16 The General Manager, Engineering Services, may suspend or revoke a permit issued under this By-law and may order the relocation or removal of any structure, sign, object, vending unit, mobile special event unit, patio, display unit, farmers' market or special event market if, in the opinion of the General Manager, Engineering Services, the holder of the permit, or their employee, agent or authorized representative, has failed to comply with the provisions of this By-law.

Suspension or revocation of permit due to conflicting street uses

3.17 The General Manager, Engineering Services, may suspend or revoke a permit issued under this By-law and may order the relocation or removal of any structure, sign, object, vending unit, mobile special event unit, patio, display unit, farmers' market or special event market, if, in the opinion of the General Manager, Engineering Services, its placement, use, repair, maintenance or operation:

- (a) obstructs or interferes with the use of the street by permit holders or other persons occupying the street with permission;
- (b) obstructs or interferes with a special event which is scheduled to take place on the street with permission;
- (c) obstructs or interferes with city works, structures, operations or projects, on or

adjacent to the street; or

- (d) obstructs or interferes with changes in street use, including but not limited to changes in street design, installation of street furniture, construction, or redevelopment.

Service of order

3.18 Notices and orders issued in accordance with this By-law are deemed to have been received:

- (a) four days after mailing, if sent by ordinary prepaid mail to the mailing address of the permit holder as set out in the application for permission;
- (b) 24 hours after sending, if sent by electronic mail to the electronic mail address of the permit holder as set out in the application for permission; and
- (c) immediately upon receipt, if delivered verbally or by hand, to a representative of the permit holder or to the person operating the business.

Removal of structure or unit by permit holder

3.19 A person who has received an order or notice under this By-law to remove a structure, vending unit, mobile special event unit, patio, display unit, farmers' market or special event market must remove it from the street, by the date specified in the notice or order.

Immediate removal without notice

3.20 The General Manager, Engineering Services, may relocate, or remove and impound, any goods, merchandise, structure, vending unit, mobile special event unit, patio, display unit, farmers' market or special event market, immediately and without notice, if:

- (a) in the opinion of the General Manager, Engineering Services, its placement, use, repair, maintenance or operation is hazardous or dangerous to persons or property;
- (b) in the opinion of the General Manager, Engineering Services, it obstructs or interferes with vehicle, bicycle or pedestrian traffic or safety;
- (c) a person fails to comply with an order issued pursuant to this By-law within 24 hours of receipt of the order;
- (d) the permit has been revoked by the General Manager, Engineering Services;
- (e) it is not permitted by the General Manager, Engineering Services; or
- (f) it is otherwise in breach of the provisions of this By-law.

Suspension or revocation of permit for lapsed insurance

3.21 If the insurance of the permit holder is void or is cancelled by the insurer or the applicant, and the permit holder does not provide new proof of insurance to the satisfaction of the General Manager, Engineering Services forthwith, the General Manager, Engineering Services may suspend or revoke any permission granted to the permit holder without further notice.

Impoundment

3.22 The provisions of the Impounding By-law apply to structures, vending units, mobile special event unit, patios, display units, farmers' markets or special event markets removed and impounded pursuant to this By-law.

Emergencies

3.23 In the case of an emergency, the General Manager, Engineering Services may temporarily remove structures, vending units, mobile special event units, patios, display units, farmers' markets or special event markets that are permitted on the street, immediately and without notice.

SECTION 4 VENDING UNITS

Term of permit

4.1 Subject to the provisions of this By-law, a permit granted by the General Manager, Engineering Services authorizing the use and occupancy of a street by a vending unit is valid for a one year period.

Limits on operation of food vending (roaming) unit

4.2 The operator of a food vending (roaming) unit must not carry on business:

- (a) on or within the boundaries of any public park, parking lot serving a park, public beach, elementary school, secondary school, private property, or other real property except for permitted streets;
- (b) on any street located in the Downtown Peninsula Area as outlined on the map attached to this By-law as Schedule B;
- (c) on any street adjacent to, or within one city block of, any boundary of any school property between the hours of 8:00 a.m. and 5:00 p.m. on any day when school is in session; or
- (d) within 100 metres of any business that sells any products that are the same as or similar to any products the operator is selling from the food vending (roaming) unit.

Responsibilities of operator of food vending (roaming) unit

4.3 The operator of a food vending (roaming) unit must comply with the provisions of Section 3 of this By-law and must:

- (a) only stop on a street if the unit is lawfully parked;
- (b) remain in attendance at the unit at all times while the unit is operating on a street; and
- (c) maintain all work and storage areas within and outside of the unit in a tidy and sanitary condition.

Responsibilities of operator of food vending (stationary) unit or non-food vending (stationary) unit

4.4 The operator of a food vending (stationary) unit or a non-food vending (stationary) unit must comply with the provisions of Section 3 of this By-law and must:

- (a) ensure that the unit is lawfully parked;
- (b) ensure that the unit is placed at the designated location and during the hours designated in the permit;
- (c) remain in attendance at the unit at all times while the unit is operating on a street; and
- (d) maintain all work and storage areas within the unit in a tidy and sanitary condition.

Limit on number of permits for vending units

4.5 Subject to the provisions of section 4.6, no person must hold or control more than:

- (a) three permits for food vending (stationary) units at the same time;
- (b) three permits for food vending (roaming) units at the same time; or
- (c) three permits for non- food vending (stationary) units at the same time.

Limit on total number of food vending permits

4.6 Despite the provisions of section 4.5, any person who holds permits for both food vending (stationary) units and food vending (roaming) units must hold or control no more than four permits in total at the same time.

SECTION 5 PATIOS

Conditions of small patio permit

5.1 The holder of a permit for a small patio must comply with the provisions of section 3 of this By-law and must ensure that:

- (a) where there is a curb separating the paved sidewalk from the roadway, there is at least 2.4 unobstructed metres between the space occupied by the small patio as designated in the permit and the edge of the curb separating the paved sidewalk from the roadway; or
- (b) where there is a boulevard separating the paved sidewalk from the curb or roadway, there is at least 2.4 unobstructed metres between the space occupied by the small patio as designated in the permit and the edge of the boulevard closest to the paved sidewalk.

Variance of required sidewalk clearance for small patio

5.2 Despite the provisions of section 5.1, the General Manager, Engineering Services, may accept a lesser distance, or require a greater distance, between the front of the business premises and the curb, if in the opinion of the General Manager, Engineering Services, existing obstructions on the street or anticipated pedestrian traffic volumes warrant such change.

Large patio

5.3 The holder of a permit for a large patio must comply with the provisions of section 3 of this By-law and the conditions of the licence agreement applicable to the large patio.

SECTION 6 DISPLAY UNIT

Conditions of permit

6.1 The holder of a permit for a display unit must comply with the provisions of section 3 of this By-law and must:

- (a) only display merchandise, produce, plants flowers and herbs in accordance with the conditions of the permit;
- (b) not sell any items in the display area designated by the permit;
- (c) not use the display area to prepare food or cut flowers;
- (d) not use the display area to display fresh or frozen fish, meat or poultry, dairy products, eggs or baked goods;

- (e) not use the display area for storage;
- (f) only erect display units which are temporary, moveable and have locking wheels;
- (g) remove all display units at the end of each business day;
- (h) remove all items from the display area at the end of each business day;
- (i) maintain the display area and display units in a clean and sanitary condition;
- (j) immediately remove all debris and garbage from the display area and display units;
- (k) not alter the surface or subsurface of any portion of the display area designated by the permit unless authorized to do so by the General Manager, Engineering Services;
- (l) only use the display area and display units during the hours that the business premises are open for business;
- (m) only occupy a display area which abuts the business premises owned or operated by the permit holder;
- (n) ensure that an aisle measuring at least 1.8 metres in width is provided from the street to all entrances and fire doors in the business premises;
- (o) where there is a curb separating the paved sidewalk from the roadway, ensure that there is at least 2.4 unobstructed metres between the space occupied by the display area as designated in the permit and the edge of the curb separating the paved sidewalk from the roadway, unless otherwise authorized by the General Manager, Engineering Services in accordance with this By-law;
- (p) where there is a boulevard separating the paved sidewalk from the curb or roadway, ensure that there is at least 2.4 unobstructed metres between the space occupied by the display unit as designated in the permit and the edge of the boulevard closest to the paved sidewalk, unless otherwise authorized by the General Manager, Engineering Services in accordance with this By-law; and
- (q) immediately notify the General Manager, Engineering Services of any change in the business name or in the ownership of the business.

Variance of required sidewalk clearance for display unit

6.2 Despite the provisions of section 6.1, the General Manager, Engineering Services, may accept a lesser distance, or require a greater distance, between the display area designated by the permit and the curb, if in the opinion of the General Manager, Engineering Services, existing obstructions on the street or anticipated pedestrian traffic volumes warrant such change.

SECTION 7 FARMERS' MARKET

Conditions of permit

7.1 The operator of a Farmers' Market on a street must comply with the provisions of Section 3 of this By-law and must ensure that the Farmers' Market:

- (a) consists only of open air stalls or booths or stalls, or booths partially or totally covered by tents or similar temporary structures;
- (b) has at least 11 stalls or booths;
- (c) does not occupy more than 2 323 m² of the street;
- (d) only sells local fresh, dried or frozen fruit and vegetables, local dried or frozen meat and seafood, local eggs, local dairy products, local plants, local prepared and ready-to-eat foods and local artisan crafts; and
- (e) has no more than 40% of the total number of stalls or booths used for the sale of local prepared and ready-to-eat foods and local artisan crafts.

Permission to expand area

7.2 Despite the provisions of subsection 7.1(c), the General Manager, Engineering Services may permit a Farmers' Market to occupy a greater area of the street, if in the opinion of the General Manager, Engineering Services, the expanded area is compatible with anticipated pedestrian and vehicular traffic.

SECTION 8 SPECIAL EVENT MARKET

Conditions of permit

8.1 The operator of a Special Event Market must comply with the provisions of section 3 of this By-law and must ensure that all vendors in the Special Event Market remain within the designated boundaries of the Special Event Market as determined by the General Manager, Engineering Services.

Mobile special event unit

8.2 The operator of a mobile special event unit must comply with the provisions of section 3 of this By-law and must:

- (a) only hold one permit for one mobile special event unit;

- (b) only carry on business outside the boundaries of the Special Event Market as designated by the General Manager, Engineering Services; and
- (c) only carry on business within a two block radius of the boundaries of the Special Event Market as designated by the General Manager, Engineering Services.

SECTION 9 OFFENCES AND PENALTIES

Offences under By-law

9.1 A person who:

- (a) violates any provision of this By-law, or does any act or thing which violates any provision of this By-law, or suffers or allows any other person to do any act or thing which violates any provision of this By-law;
- (b) neglects to do or refrains from doing anything required to be done by any provision of this By-law; or
- (c) fails to comply with an order, direction, or notice given under any provision of this By-law, or suffers or allows any other person to fail to comply with an order, direction, or notice given under any provision of this By-law,

is guilty of an offence against this By-law, and liable to the penalties imposed under this section.

Fine for offence under sections 3.1(a) or 3.2(a)

- 9.2
- (a) Every person who commits an offence under the provisions of section 3.1(a) or 3.2(a) of this By-law is punishable on conviction by a fine of not more than \$2,000.00 for each offence; and
 - (b) Every person who commits an offence of a continuing nature under the provisions of section 3.1(a) or 3.2(a) is punishable on conviction by a fine of not more than \$50.00 for each day that the offence continues.

Fine for offence under sections 3, 4, 5, 6, 7 and 8

- 9.3
- (a) Every person who commits an offence under the provisions of section 3, except for section 3.1(a) or 3.2(a), or who commits an offence under the provisions of sections 4, 5, 6, 7 or 8 of this By-law is punishable on conviction by a fine of not less than \$500.00, and not more than \$10,000.00 for each offence; and
 - (b) Every person who commits an offence of a continuing nature under the provisions of section 3, except for section 3.1(a) or 3.2(a), or who commits an offence of a continuing nature under the provisions of sections 4, 5, 6, 7 or 8 of

this By-law is punishable on conviction by a fine of not less than \$500.00 and not more than \$10,000.00 for each day that the offence continues.

Schedule A

FEES

Application Fees

The following fees must be paid upon application for a permit, exclusive of sales tax:

- (a) street vendor\$50.00
- (b) display unit (including application by new owner).\$50.00
- (c) small patio (including application by new owner)\$50.00
- (d) large patio \$200.00

Permit Fees

The following fees must be paid prior to issuance of a permit, exclusive of sales tax:

- (a) street vendor
 - (i) food vending (stationary) unit.....\$1,084.02 per year
 - (ii) non-food vending (stationary) unit.....\$812.71 per year
 - (iii) mobile special event unit \$35.23 per day
- (b) food vending (roaming) unit
 - (i) with motorized unit \$292.44 per year
 - (ii) without motorized unit \$146.80 per year
- (c) display unit
 - for each square meter of display area.....\$47.36 per year
 - subject to a minimum fee of..... \$123.32 per year
- (d) small patio
 - for one table and two chairs.....\$113.14 per year
 - subject to a minimum fee of.....\$339.43 per year
- (e) large patio Downtown (see Schedule B)

Summer Term (April 1 - October 31)= \$78.36/ m²
Winter Term (November 1 - March 31) = \$55.76/m²

Schedule B
DOWNTOWN PENINSULA AREA MAP



STREET VENDING BOUNDARIES FOR FOOD VENDING (ROAMING)
**PROHIBITED IN THE DOWNTOWN PENINSULA WEST OF MAIN STREET
AND NORTH OF FALSE CREEK**

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 508 Helmcken Street**

Following a public hearing on July 23, 24 and 29th, 2013, Council approved in principle a Housing Agreement for 508 Helmcken Street to be entered into by the City and the landowner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the CD-1 By-law.

A Housing Agreement has been accepted and signed by the owner applicant to meet the above requirements. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement Council's condition regarding a Housing Agreement.

Director of Legal Services
March 11, 2014

508 Helmcken Street

epb BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 508 Helmcken Street**

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

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

PID No:

Legal Description:

[no PID No. available]

LOT C
BLOCK 94
DISTRICT LOT 541
GROUP 1 NEW WESTMINSTER DISTRICT
PLAN EPP35544

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

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

LAND TITLE ACT
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use)

Page 1 of 13 pages

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

[To be put in e-filing form by the applicant]

Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

NO PID

Lot C Block 94 District Lot 541 Group 1 New Westminster
District Plan EPP35544

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO
INTEREST

SEE SCHEDULE

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

(a) Filed Standard Charge Terms

D.F. No.

(b) Express Charge Terms

Annexed as Part 2

(c) Release

There is no Part 2 of this instrument

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

5. TRANSFEROR(S)/CHARGEHOLDER(S):*

CITY OF VANCOUVER

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

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

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date			Party(ies) Signature(s) (As Transferor)
	Y	M	D	
<hr/>	14			<p>CITY OF VANCOUVER, by its authorized signatories:</p> <hr/> <p>Name:</p> <hr/> <p>Name:</p>

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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

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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Y	M	D
14		

Party(ies) Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument

LAND TITLE ACT
FORM E
SCHEDULE

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

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT (508 Helmcken)

Introduction

- A. It is understood and agreed that this instrument and Agreement, will be read as follows:
- (i) the transferor, City of Vancouver, is called the "Owner" as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands; and
- C. The Owner made an application to rezone the Lands from existing DD (Downtown) District to CD-1 (Comprehensive Development) District to increase the floor area from 3.0 FSR to 17.19 FSR and the height from 21.3m (70ft.) to 97.5m (320 ft.) to allow for a 36 storey building with 448 residential units, of which 110 are secured market rental, with retail and a private pre-school/kindergarten space at grade on the Lands and after a public hearing to consider the said application, the said rezoning (the "Rezoning") was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the amending by-law (the "Rezoning By-law"), the Owner, at no cost to the City:

"Make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a Housing Agreement securing 110 residential units with a minimum total area of 5,900m² (63,512 sq. ft.), and related parking and other amenity space, for 60 years or the life of the building, whichever is greater, as rental housing, and subject to the following additional conditions in respect of those units:

- (a) *that all such units will be contained within a separate air space parcel;*
- (b) *that such air space parcel may not be subdivided by deposit of a strata plan;*
- (c) *that none of such units may be separately sold;*
- (d) *that none of such units will be rented for less than one month at a time;*
- (e) *at least 26 of the 110 units will be two bedroom units;*
- (f) *no occupancy permit will be issued by the market residential units to be sold until the occupancy permits for all the market rental units have been issued.*
- (g) *on such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may in their sole discretion require.*

Note to applicant: This condition to be secured by a Housing Agreement to be entered into by the City by by-law enacted pursuant to section 565.2 of the Vancouver Charter."

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.** The terms defined in this Section 1 for all purposes of this Agreement, unless specifically provided in this Agreement, will have the following meanings hereinafter specified. The defined terms are:

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals;
- (b) **"Building"** means:
 - (i) any building or structure used, occupied or constructed on the Lands at any time following the date this Agreement is fully executed and includes any portion of such building or structure; and
 - (ii) any existing building or structure on the Lands;

that the Director of Legal Services determines is not installed on an interim or temporary basis;
- (c) **"City Personnel"** means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;
- (d) **"Development permit"** means any development permit issued by the City to enable development of the lands as contemplated by the Rezoning, as the same may be amended from time to time;
- (e) **"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;
- (f) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;

- (g) "**Lands**" means the parcel of land situated in the City of Vancouver, Province of British Columbia described in Item 2 of the General Instrument Part I and includes any parcel into which such land is consolidated or further subdivided;
- (h) "**LTO**" means the land title office for the jurisdiction in which the Lands are situate;
- (i) "**Managing Director of Social Development**" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (j) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (k) "**Owner**" means the Transferor, City of Vancouver and includes any and all of its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (l) "**Rental Purposes**" means the use of a Rental Unit (which will not be occupied by the registered or beneficial owner of same but which is made available by such owner to the general public, at arm's length) for residential accommodation only and for a period of not less than one (1) month, all in accordance with this Agreement, reasonable prudent landlord-tenant practices for rental residential accommodation and any and all law applicable thereto, including without limitation, residential tenancy and human rights legislation in British Columbia;
- (m) "**Rental Unit Parcel**" means one legal titled air space parcel which contains all of, and only, the Rental Units other than any related common service and amenity area and systems and including without limitation parking for the Rental Units;
- (n) "**Rental Units**" means a minimum of one hundred and ten (110) new residential dwelling units with a total area of at least 5,900 square metres (63,512 square feet) to be constructed in the Rental Unit Parcel in the Building, as contemplated by the Rezoning, and at least 26 of the said 110 units must be two (2) bedroom units and "**Rental Unit**" means any one of them, and those terms include each and all such dwelling units constructed in a replacement building on the Lands;
- (o) "**Rezoning**" means the rezoning described in Recital C of this Agreement;
- (p) "**Rezoning By-law**" means the rezoning by-law relating to the Lands as described in Recital C;
- (q) "**Term**" means the period from the date this Agreement is registered in the LTO until the date which is 60 years from the date on said registration or the life of the Building whichever is greater; and

- (r) "Vancouver Charter" means the *Vancouver Charter S.B.C. 1953, c. 55*, as amended or replaced from time to time.

2. **RESTRICTIONS ON USE AND SUBDIVISION.** The Owner agrees that:

- (a) the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) all of the Rental Units will be located within the Rental Unit Parcel;
- (c) the Rental Units will be used throughout the Term for Rental Purposes only;
- (d) it will not suffer, cause or permit, beneficial or registered title to any Rental Unit in the Rental Parcel to be sold or otherwise transferred individually or jointly with one or more other Rental Units unless beneficial or registered title to all of the Rental Units in the Rental Parcel are sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (e) subject to Section 3, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold;
- (f) that any sale of a Rental Unit in contravention of the covenant in Section 2(d), and any subdivision of the Rental Unit Parcel or the Building or any part thereof, in contravention of the covenant in Section 2(e), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (g) at least twenty-six (26) of the Rental units will be two (2) bedroom units;
- (h) it will not rent, licence, use or sublet nor will it allow to be rented, licensed to use or sublet any Rental Unit for a term of less than thirty (30) days;
- (i) it will construct the Rental Units in accordance with any Development Permit and building permit(s) issued for the Lands, or part thereof, and will keep and maintain the Building containing the Rental Units and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and will insure it to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands. If any Rental Unit or any part thereof is damaged, or if any portion of a Building is damaged such that the use and enjoyment of any Rental Unit would be materially impaired, the Owner will promptly restore and repair such damage whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and

- (j) any changes to the foregoing restrictions and requirements will be made only with the prior written agreement of the Managing Director of Social Development, who may first seek input from the City's elected Council;

and the Owner covenants and agrees that:

- (k) 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.

3. SUBDIVISION OF THE LANDS. Despite Subsection 2(e),

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by air space plan that creates the Rental Unit Parcel, or any further or other subdivision (including by deposit of a strata plan or air space plan) of that part of the Lands which does not and will not contain the Rental Unit Parcel; and
- (b) following a subdivision to create the Rental Unit Parcel and the issuance of a final occupancy permit for the Rental Unit Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or parcels other than the Rental Unit Parcel and the City will, on request of the Owner, execute and deliver a registrable discharge of this Agreement in respect of all parcels other than the Rental Unit Parcel; provided that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Units pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

4. OCCUPANCY RESTRICTION ON THE LANDS. The Owner covenants and agrees with the City in respect of the use of the Lands and each Building, that:

- (a) no Building will be used or occupied except as follows:

- (i) the Owner will not suffer or permit the occupation of any Building or any part thereof and will take no action, directly or indirectly, to compel the issuance of an Occupancy Permit for any Building or any part thereof; and
- (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any Building, notwithstanding completion of construction of any such Building;

until such time as an Occupancy Permit has been issued for each of the Rental Units; and

- (b) without limiting the general scope of this Section 4, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Section 4.

5. **RECORD KEEPING.** The Owner will keep accurate records pertaining to the use and rental of the Rental Units for Rental Purposes, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make these records available for inspection and copying by the City.

6. **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 will be entitled to court costs on a solicitor and own client basis.

7. **INDEMNITY AND RELEASE.** The Owner hereby:

- (a) 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
- (b) 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 or that would not have been incurred "but for" this Agreement.

The indemnity provided in this Section 7 will be an integral part of this Section 219 Covenant continued in this Agreement. The release and indemnification provisions contained in this Agreement will survive the discharge or termination of this Agreement.

8. 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:

in the case of the Owner addressed to it at:

the registered owner's address indicated on a LTO title search of the Lands

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

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 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.

9. MISCELLANEOUS

- (a) **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.
- (b) **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 Lands and Building as if this Agreement had not been executed and delivered by the Owner and the City.

- (c) **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- (i) 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 Lands with the interest in land created hereby; and
 - (ii) 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.
- (d) **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.
- (e) **Interpretation.** The following provisions will apply to this instrument:
- (i) the laws of British Columbia are to govern its interpretation and enforcement;
 - (ii) each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
 - (iii) 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;
 - (iv) 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;
 - (v) 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;
 - (vi) no amendment is to have any force or effect unless the City and Owner have signed it;
 - (vii) 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;
 - (viii) any reference to a statute is to the statute and its regulations in force on the date the Owner signs Form C, and to subsequent amendments to or replacements of the statute or regulations;

- (ix) 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;
 - (x) 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
 - (xi) if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this instrument will be joint and several.
- (f) **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to Sections 2(d), 2(e) and 3.
- (g) **Perfection of Intention.** The Owner will, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a first registered charge against the Lands, save only for those reservations, liens, charges or encumbrances:
- (i) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (ii) in favour of the City either alone or together with any other party;
 - (iii) registered against title to the Lands at the instance of the City as a condition of rezoning the Lands or in satisfaction of a condition of the City's Approving Officer approving the subdivision of the parent parcel to create the Lands; and
 - (iv) which Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Instrument.
- (h) **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 parties hereto have executed this Agreement on the General Instrument - Part 1 which is attached hereto and forms part hereof.

END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 508 Helmcken Street**

After the public hearing on July 23, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 508 Helmcken Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution. Council should only enact this By-law if it first enacts the Housing Agreement By-law pertaining to this address.

Director of Legal Services
March 11, 2014

508 Helmcken Street



BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-663 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (562).

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

- (a) Dwelling Uses;
- (b) Institutional Uses, limited to Child Day Care Facility;
- (c) Retail Uses, limited to Adult Retail Store, Grocery or Drug Store, and Retail Store;
- (d) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Repair Shop Class - B, Restaurant - Class 1; and
- (e) Accessory uses customarily ancillary to the uses permitted in this Section 2.2.

Conditions of Use

3. The design and lay-out of at least 25% of the dwelling units must:
 - (a) be suitable for family housing;
 - (b) include two or more bedrooms; and
 - (c) comply with Council's "High Density Housing for Families with Children Guidelines".

Floor Area and Density

- 4.1 For the purposes of computing floor space ratio, the site is deemed to be 1,945.8 m², being the site size at the time of application for rezoning, prior to any dedications.
- 4.2 The floor space ratio for all uses must not exceed 17.19.
- 4.3 Floor area for retail and service uses must not exceed 464.5 m².
- 4.4 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground level, measured to the extreme outer limits of the building.
- 4.5 Computation of floor area must exclude:
 - (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the residential floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
 - (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
 - (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length; and
 - (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit there will be no exclusion for any of the residential storage space above base surface for that unit.

4.6 Computation of floor area may exclude amenity areas, at the discretion of the Director of Planning or Development Permit Board, except that the exclusion must not exceed the lesser of 20% of the permitted floor area or 929 m².

4.7 The use of floor area excluded under section 4.5 or 4.6 must not include any purpose other than that which justified the exclusion.

Building Height

5. The building height, measured above base surface, must not exceed 97.5 m, except that the building must not protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

Horizontal Angle of Daylight

6.1 Each habitable room must have at least one window on an exterior wall of a building.

6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 If:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of the unobstructed view is not less than 3.7 m;

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (562).

6.6 A habitable room referred to in section 6.1 does not include:

- (a) a bathroom; or

- (b) a kitchen whose floor area is the lesser of:
- (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

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

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

Severability

8. 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.

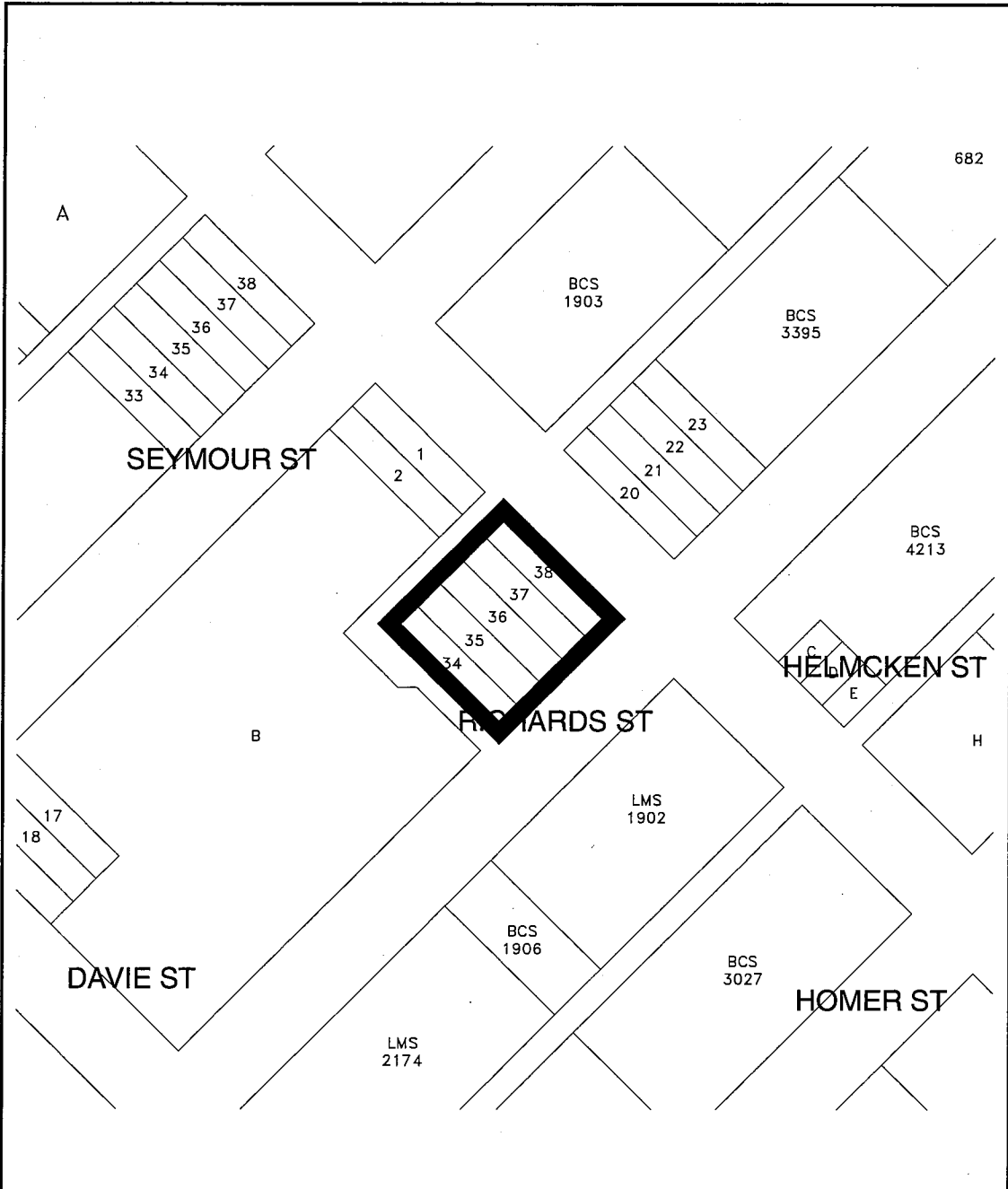
Force and Effect


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

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk



The properties outlined in black () are rezoned:
 From **DD** to **CD-1**

Z-663 (a)

RZ - 508 Helmcken Street

map: 1 of 1

scale: NTS



City of Vancouver


date: 2013-06-18

EXPLANATION**A By-law to amend By-law No. 5091
Re: 4500 Oak Street**

After the public hearing on December 11th and 13th, 2012, Council approved with conditions amendments to By-law No. 5091 regarding 4500 Oak Street. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 11, 2014

4500 Oak Street
Children's and Women's
Health Centre of British Columbia

 BY-LAW NO. _____

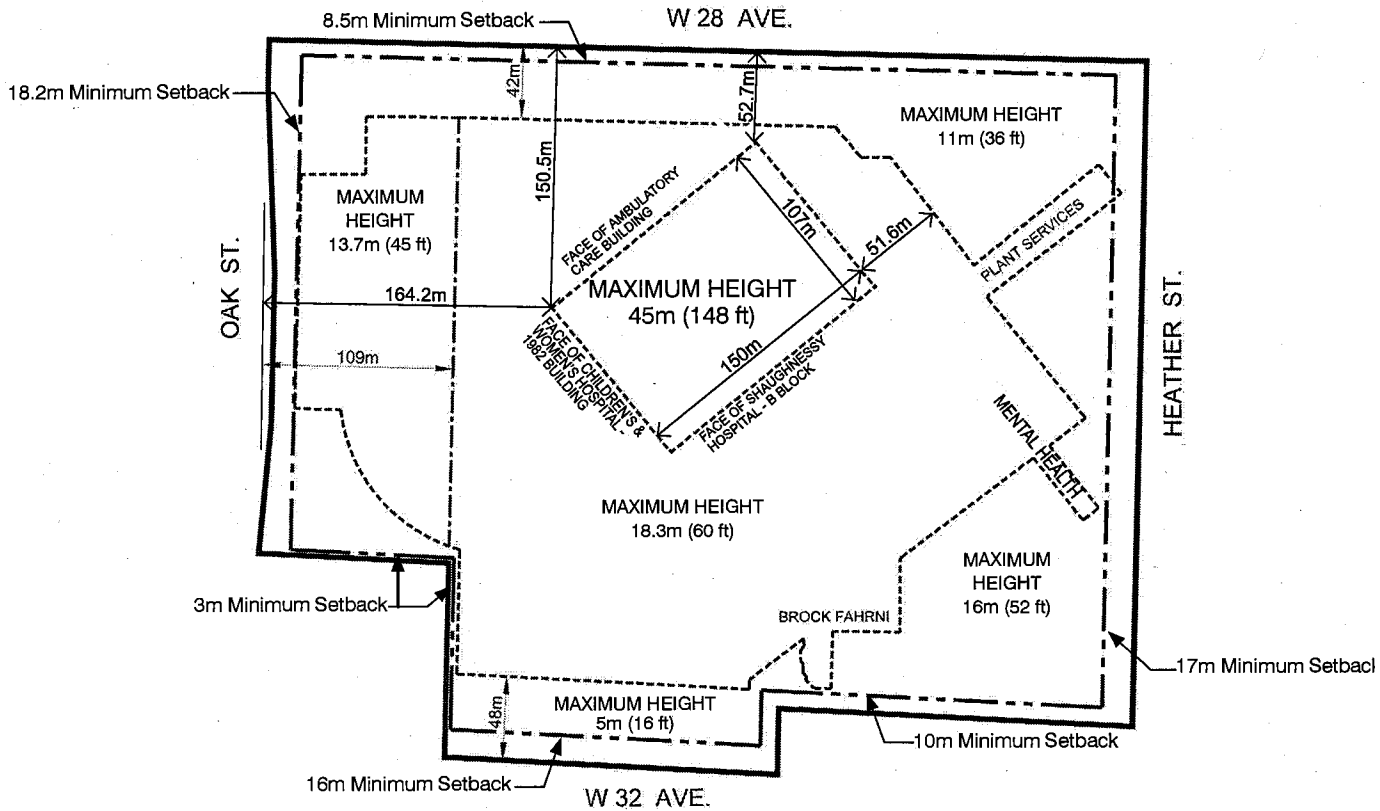
A By-law to amend CD-1 By-law No. 5091

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. 5091.
2. In section 2.1(a), Council strikes out the words "but not including a Provincial Laboratory,".
3. In section 2.1(c), Council strikes out the words "limited to Small-scale Pharmacy,".
4. In section 3.2, Council strikes out "0.85" and substitutes "1.05".
5. After section 3, Council adds:
 - "4 **Site Coverage**
 - 4.1 The maximum site coverage for buildings is 33% of the site area."
6. Council repeals section "5 **Parking and Loading**".
7. In section 4, Council:
 - (a) re-names the section as "5 **Building Height and Setbacks**";
 - (b) re-numbers sections 4 and 4.2, as sections 5 and 5.4 respectively;

(c) repeals section 4.1 and substitutes:

5.1 Maximum building heights must conform with Diagram 1



; and

(d) adds, after section 5.1:

“5.2 Mechanical and architectural appurtenances located within the area entitled “Maximum Height 45m” in Diagram 1 must not exceed 45 m in height, except that elevator overruns and stairwells may be excluded to a maximum combined exclusion of 160 m² and 3 m in height.”

5.3 Buildings, mechanical and architectural appurtenances located in the area entitled "Maximum Height 11 m", in Diagram 1, must not exceed 11 m in height, except that:

- (a) a building providing energy plant services must not exceed 16 m in height, and must have a minimum setback of 42 m from the north property line; and
- (b) an energy plant exhaust pipe must not exceed 22 m in height, and must have a minimum setback of 42 m from the north property line."

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

ENACTED by Council this day of , 2014

Mayor


City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 955 East Hastings Street**

Following a public hearing on October 16, 2012, Council resolved on October 30, 2012 to amend the Zoning and Development By-law to create a CD-1 by-law for 955 East Hastings Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 11, 2014

955 East Hastings Street

 BY-LAW NO. _____

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

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

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-648 (a) attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Definitions

2. Words In this by-law have the meaning given to them in the Zoning & Development By-law, except that:

“Brewing” means the use of premises for the brewing of alcoholic beverages or beverage products with alcohol content not exceeding 12% by volume; and

“First Storey” means the storey located at grade level adjacent to Hastings Street;

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (561).

3.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within CD-1 (561) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling units in conjunction with any of the uses listed in this section 3.2;
- (b) Cultural and Recreational Uses, limited to Artist Studio;
- (c) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Brewing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Jewellery Manufacturing, Leather Products

Manufacturing, Miscellaneous Products Manufacturing - Class B, Non-metallic Mineral Products Manufacturing - Class B, Plastic Products Manufacturing, Printing or Publishing, Shoes or Boots Manufacturing, Software Manufacturing, Textiles or Knit Goods Manufacturing, and Wood Products Manufacturing - Class B;

- (d) Office Uses;
- (e) Retail Uses, excluding Gasoline Station - Full Service, Gasoline Station - Split Island, and Vehicle Dealer;
- (f) Service Uses, limited to Barber Shop or Beauty Salon, Catering Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class B, and Restaurant;
- (g) Utility and Communication Uses, limited to Radiocommunication Station;
- (h) Wholesales Uses, limited to Wholesaling - Class A and Wholesaling - Class B; and
- (i) Accessory Uses customarily ancillary to any use permitted in this section.

Conditions of Use

4.1 No portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width shall be used for any residential purpose except as entrances to the residential portion.

4.2 Dwelling units are in an "activity zone" as defined in the Noise Control By-law, and, as such, are subject to the noise levels permitted in industrial and downtown districts.

4.3 Despite the provisions of section 3.2:

- (a) retail uses, and service uses limited to Barber Shop or Beauty Salon, Neighbourhood Public House and Restaurant, are only permitted on the first storey of a building, except that, at the front portion of the first storey, such uses must be limited to no more than 50% of the full width of the front portion of the first storey, to a depth of 10.7m measured from the front wall of the building; and
- (b) office uses are only permitted on the first storey of a building, except that such uses are limited to those portions of the first storey extending across its full width and beyond a depth of 10.7 m measured from the front wall of the building or from a wall of the building facing an exterior plaza.

Floor area and Density

5.1 For the purposes of computing floor space ratio, the site is deemed to be 4 536.3 m² being the site size at the time of application for rezoning, prior to any dedications.

5.2 The floor space ratio for all uses must not exceed 6.15, except that:

- (a) the maximum floor area for office uses must not exceed 1 150 m²; and
- (b) the maximum floor area for combined retail uses and service uses limited to Barber Shop or Beauty Salon, Neighbourhood Public House, and Restaurant, must not exceed 1 150 m².

5.3 Computation of floor area must include:

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

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks, and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that the total area of all such exclusions must not exceed 8% of the permitted residential floor area;
- (b) patios and roof gardens, only if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below the elevation of East Hastings Street, except that the maximum exclusion for a parking space must not exceed 7.3 m in length and the maximum exclusion for heating and mechanical equipment must not exceed 1.4 m² in each unit;
- (d) amenity areas, including day care facilities, recreation facilities and meeting rooms, provided that the total area excluded does not exceed 10% of total floor area;
- (e) areas of undeveloped floors located:
 - (i) above the highest storey or half-storey, and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;

- (f) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that dwelling unit; and
- (g) above grade floor area built as open to below, designed in combination with venting skylights, opening clerestory windows or other similar features which, in the opinion of the Director of Planning, reduce energy consumption or improve natural light and ventilation, to a maximum exclusion of 1% of permitted floor area.

5.5 The Director of Planning may exclude enclosed residential balconies from the computation of floor area provided that:

- (a) the Director of Planning first considers all applicable Council policies and guidelines and approves the design of any balcony enclosure;
- (b) the total area of all open and enclosed balcony or sundeck exclusions does not exceed 8% of total residential floor area; and
- (c) no more than 50% of the excluded balcony floor area is enclosed.

5.6 The use of floor area excluded under sections 5.4 and 5.5 must not include any purpose other than that which justified the exclusion.

Building height

6.1 Building height must be measured in metres from the established building grades at the Hastings Street property line.

6.2 Building height measured from the top of the roof slab above the uppermost habitable floor must not exceed 36.6 m.

Horizontal Angle of Daylight

7.1 Each habitable room must have at least one window on an exterior wall of a building.

7.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.

7.4 If:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of the unobstructed view is not less than 3.7 m,

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (561).

7.6 A habitable room referred to in section 7.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

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

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

Severability

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

Force and effect

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

ENACTED by Council this

day of

, 2014

Mayor

City Clerk



The properties outlined in black () are rezoned:
 From **M-1** to **CD-1**

Z-648 (a)


<p>RZ - 955 E Hastings Street</p>	<p>map: 1 of 1 scale: NTS</p>	
<p>City of Vancouver</p>	<p>date: 2012-09-27</p>	

EXPLANATION

A By-law to amend Election By-law No. 9070

On February 18, 2014, Council resolved to amend the Election By-law to allow for miscellaneous amendments to the Election By-law. Enactment of this By-law will comply with that resolution.

Director of Legal Services,
March 11 2014

 BY-LAW NO. _____

A By-law to amend Election By-law No. 9070

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

1. This By-law amends the indicated provisions of or adds provisions to the Election By-law.
2. Council strikes section 3.2 and replaces it with:

“3.2 Required advance voting opportunities are to occur on each of the 10th day and the 4th day before before general voting day, unless the 4th day before general voting day is a holiday, in which case it shall be the first day immediately prior to the 4th day which is not a holiday.”
3. Council strikes “12th” from section 4.3 and replaces it with “18th”.
4. Council strikes section 6.2 and replaces it with:

“6.2 The chief election officer must program a vote counting machine for each voting place, advance and special voting opportunity, and mail balloting.”
5. Council strikes section 6.44 and replaces it with:

“6.44 The chief election officer may order the conduct of a recount for any one or more voting place, advance or special voting opportunity.”
6. Council strikes sections 6.45 (b) and 6.45 (c), and replaces them with:

“(b) the designation of vote counting units for each voting place, advance or special voting opportunity affected;

(c) the removal of all voted ballots from the sealed ballot transfer cases for the voting place concerned, except spoiled ballots, and re-insertion in the appropriate vote counting units under the supervision of the chief election officer;”
7. Council strikes section 7.1(b) and replaces it with:

“(b) post nomination documents on the public website, except that the place of residence, e-mail address and other personal information on the nomination documents may be redacted.”
8. 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.

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

ENACTED by Council this _____ day of _____, 2014

Mayor


City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1396 Richards Street**

After the public hearing on June 18, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 1396 Richards Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 11, 2014

1396 Richards Street

 BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-661 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (563).

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

- (a) Cultural and Recreational Uses, limited to Artist Studio;
- (b) Dwelling Uses;
- (c) Institutional Uses, limited to Child Day Care Facility;
- (d) Retail Uses, limited to Adult Retail Store, Grocery or Drug Store, and Retail Store;
- (e) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Repair Shop Class - B, Restaurant - Class 1; and
- (f) Accessory uses customarily ancillary to the uses permitted in this Section 2.2.

Conditions of Use

3. The design and lay-out of at least 25% of the dwelling units must:
 - (a) be suitable for family housing;
 - (b) include two or more bedrooms; and
 - (c) comply with Council's "High Density Housing for Families with Children Guidelines".

Floor Area and Density

- 4.1 For the purposes of computing floor space ratio, the site is deemed to be 2,786.6 m², being the site size at the time of application for rezoning, prior to any dedications.
- 4.2 The floor space ratio for all uses must not exceed 8.87.
- 4.3 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground level, measured to the extreme outer limits of the building.
- 4.4 Computation of floor area must exclude:
 - (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12 % of the residential floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
 - (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
 - (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
 - (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit there will be no exclusion for any of the residential storage space above base surface for that unit;

4.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) amenity areas, except that the exclusion must not exceed, in aggregate, the lesser of 20 % of the permitted floor area or 929 m²; and
- (b) Child Day Care Facility secured to the City's satisfaction for public use and benefit.

4.6 The use of floor area excluded under section 4.4 or 4.5 must not include any purpose other than that which justified the exclusion.

Building Height

5.1 The building height, measured above base surface, must not exceed 127.4 m, except that the building must not protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

Horizontal Angle of Daylight

6.1 Each habitable room must have at least one window on an exterior wall of a building.

6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 If:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of the unobstructed view is not less than 3.7 m;

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (563).

6.6 A habitable room referred to in section 6.1 does not include:

- (a) a bathroom; or

- (b) a kitchen whose floor area is the lesser of:
- (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

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

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

Severability

8. 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.

Force and Effect

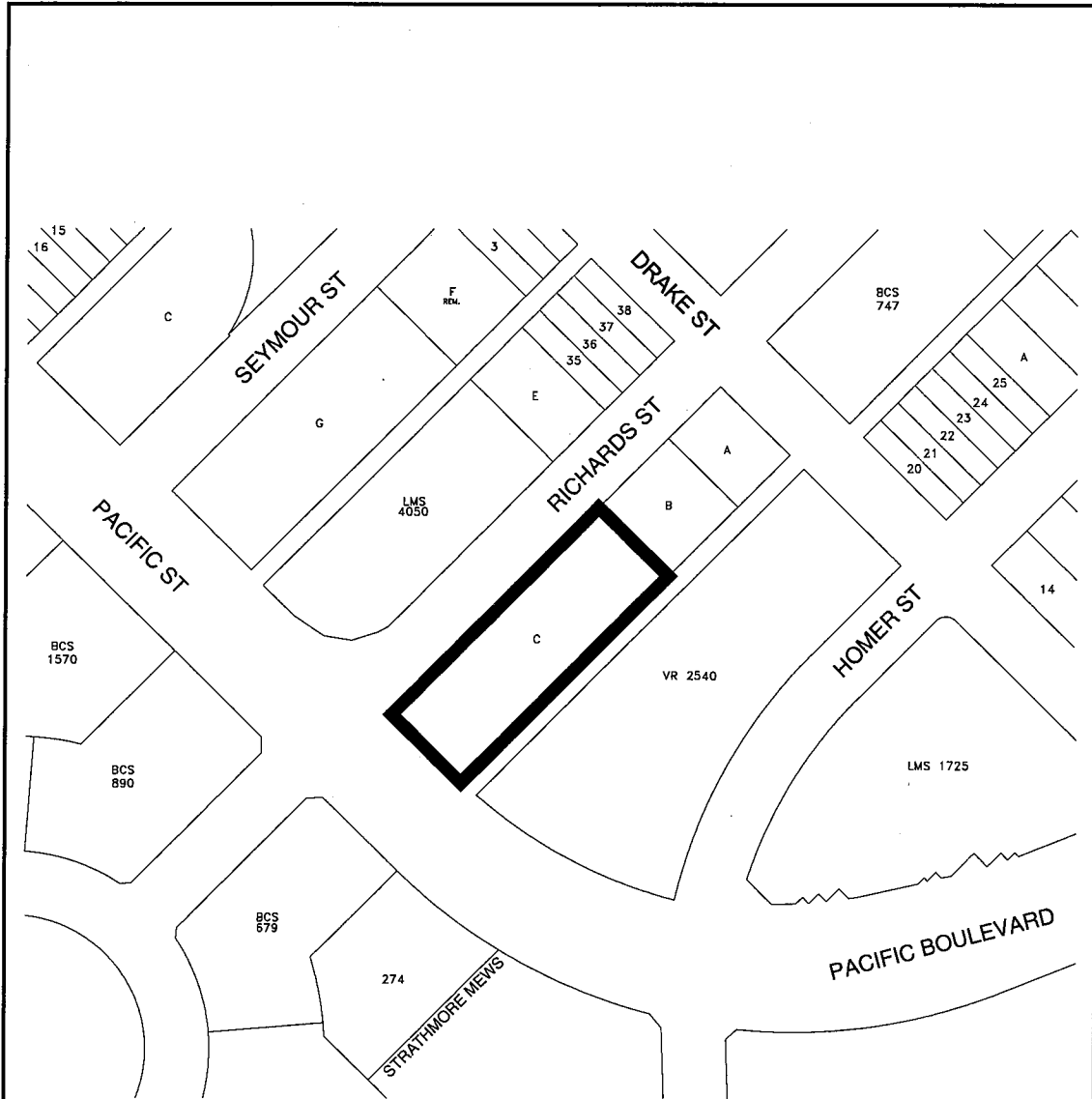
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

Schedule A



The property outlined in black (**█**) is rezoned:
 From **DD** to **CD-1**

Z-661 (c)

RZ - 1396 Richards Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2013-05-21

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 1729-1735 East 33rd Avenue**

The owner of the subject lands has applied to rezone them to enable it to develop a three-storey building containing 31 units of strata-titled market housing within a cohousing community, of which two units will be required to be rental, with a total floor area of 3,024 sq. m. (32,550 sq. ft.), and following public hearings on March 12 and 13, 2013, Council approved this rezoning subject to a number of conditions, including a condition that the owner execute a Housing Agreement (to thereafter be entered into by the City by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter*) in respect of all dwelling units in the development:

- (i) with a term of 60 years or the life of the building, whichever is longer;
- (ii) where all units must be used for cohousing, which will require all adult occupants to agree to comply with House Rules, a draft of which was attached to the Report to Council;
- (iii) where a minimum of 20% of the floor area must be common amenity area, whose use is shared by all residents in conjunction with approved dwelling uses, and includes two communal guest rooms, one communal children's indoor play area, one communal bathroom, one communal laundry room, one communal office, one communal kitchen, one communal dining room or great room, one communal lounge, one communal exercise studio, one communal workshop, one communal bicycle repair room, one communal roof-top deck or any other communal uses which, in the opinion of the Director of Planning, are similar to the foregoing communal uses;
- (iv) where two such units, with a minimum aggregate of 4 bedrooms, must be secured as rental housing, which will be subject to a restriction prohibiting short-term rentals for a period less than one month at a time;
- (v) where the bylaws and rules of any strata corporation to be formed upon subdivision of this project by strata plan must be consistent with the House Rules referred to above; and
- (vi) any subsequent consolidation or subdivision of any part of the resulting strata plan is prohibited, without the prior written consent of the Director of Legal Services.

A Housing Agreement has been accepted and signed by the owner applicant. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services
March 11, 2014

1729-1735 East 33rd Avenue



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1729-1735 East 33rd 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: 013 -861-581 | THE EAST 40 FEET OF LOT 12, EXCEPT THE NORTH 10 FEET AND THE SOUTH 7 FEET NOW HIGHWAYS, SOUTH ½ OF DISTRICT LOT 706 PLAN 2349 |
| PID: 013-861-247 | LOT 11, EXCEPT (A)THE NORTH 10 FEET NOW LANE AND (B)THE EAST 43 FEET SOUTH ½ OF DISTRICT LOT 706 PLAN 2349 |
| PID: 013-632-531 | THE EAST 43 FEET OF LOT 11, EXCEPT THE NORTH 10 FEET, NOW LANE, SOUTH ½ OF DISTRICT LOT 706 PLAN 2349 |

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 _____, 2014

Mayor

City Clerk

TERMS OF INSTRUMENT - PART 2

Housing Agreement and Building Use Covenant 1729 - 1735 East 33rd Avenue

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference January 25, 2014, shall be read as follows:

- (i) the Transferor, Cedar Cottage Cohousing Corporation, is herein called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

B. The Owner is the beneficial and registered owner of the Lands;

C. The Owner made an application to rezone the Lands from RS-1 (One-Family) District to CD-1 (Comprehensive Development) District and after a public hearing on March 12 and 13, 2013 to consider the rezoning, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law, the Owner enter into and register a housing agreement pursuant to section 565.2 of the *Vancouver Charter* to establish a Cohousing community on the Lands, as more particularly described in the minutes of that public hearing (the "Housing Condition"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter*, agree as follows in respect of the use of the Lands and the Building:

1. Definitions. In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals;
- (b) "Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) "Building Permit" means a building permit issued with respect to the Lands subsequent to the Development Permit;

- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "Cohousing" means a housing community that combines the autonomy of private dwellings with the advantages of shared resources and community living, in which residents typically own their own units, and share a "common house" with extensive amenities such as a kitchen and dining room, children's playroom, workshops, guest rooms, home office support, arts and crafts area and laundry. Each separately owned unit is self-sufficient with a complete kitchen, but resident-cooked dinners are often available in the common house for those who wish to participate. Residents participate in the planning, design, ongoing management and maintenance of their community, and share time-consuming and costly responsibilities such as childcare, cooking meals, running errands and maintenance.
- (f) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands at any time following the date this Agreement is fully executed by the parties;
- (g) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (h) "Director of Planning" means the chief administrator from time to time of the Planning Department of the City and her/his successors in function and their respective nominees;
- (i) "Dwelling Unit" means a self-contained residence, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (j) "House Rules" means the house rules applicable to all residents of the Building, a copy of which house rules applicable as of the date of registration of this Agreement is attached hereto as Schedule A;
- (k) "Housing Condition" has the meaning ascribed to that term in Recital C;
- (l) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (m) "Lands" means the parcel described in Item 2 in the Form C attached hereto;
- (n) "Losses" "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

- (o) “**Managing Director of Social Development**” means the chief administrator from time to time of the City’s Social Development Department and his/her successors in function and their respective nominees;
- (p) “**Occupancy Permit**” means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (q) “**Owner**” means Cedar Cottage Cohousing Corporation, and includes any and all of its assigns and successors as registered owner of the Lands or any part thereof and includes the owner of a Strata Lot;
- (r) “**Rental Housing**” means a Dwelling Unit which shall not be occupied by the Owner of the same, or by a family member or affiliate of the Owner, but which is made available by such Owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental dwelling accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (s) “**Secured Rental Units**” means two new Dwelling Units with an aggregate of not less than four bedrooms, to be located within the Building upon its completion, and “**Secured Rental Unit**” means any one of them;
- (t) “**Strata Corporation**” means a strata corporation created by the filing of a Strata Plan;
- (u) “**Strata Lots**” means the strata lots created pursuant to the Strata Plan and “**Strata Lot**” means any one of them;
- (v) “**Strata Plan**” means a strata plan filed in respect of the Lands and the Building pursuant to the *Strata Property Act*;
- (w) “**Strata Property Act**” means the *Strata Property Act*, S.B.C. 1998, c. 43, and all amendments thereto and re-enactments thereof;
- (x) “**Term**” means the term of this Agreement being the life of the Building or 60 years, whichever is longer; and
- (y) “**Vancouver Charter**” means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

2. Interpretation.

- (a) Headings. The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.
- (b) Number. Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and

neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

- (c) 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 in British Columbia.
- (d) References to Statutes. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is executed by the City and to subsequent amendments to or replacements of the statute or regulations.

3. Restrictions on Use (General) and Subdivision. Pursuant to Section 219 of the *Land Title Act*, in respect of the use of the Lands and the Building, the Owner covenants and agrees with the City, notwithstanding that the Owner may be otherwise entitled, that:

- (a) the Lands and Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Lands and the Building will be used only for Cohousing and related purposes, and in compliance with the Housing Condition;
- (c) all residents of the Building who are 19 years of age or older must agree to comply with, and be bound by, the House Rules;
- (d) a minimum of 20% of the floor area of the Building must be comprised of common amenity areas, the use of which will be shared by all residents of the Building in conjunction with approved dwelling uses, and which will include two communal guest rooms, one communal children's indoor play area, one communal bathroom, one communal laundry room, one communal office, one communal kitchen, one communal dining room or great room, one communal lounge, one communal exercise studio, one communal workshop, one communal bicycle repair room, one communal roof-top deck or any other communal uses which, in the opinion of the Director of Planning, are similar to the foregoing communal uses, all in accordance with the Development Permit, Building Permit and this Agreement;
- (e) it will not suffer, cause or permit the Lands or the Building to be subdivided by strata plan without the prior written consent of the Director of Legal Services, which consent the Director of Legal Services may arbitrarily withhold, subject to Section 5; and
- (f) any subdivision of the Lands or the Building or any part thereof, in contravention of the covenant in Section 3(e), will be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending plan, at the Owner's expense.

4. Restrictions on Use (Rental). Pursuant to Section 219 of the *Land Title Act*, in respect of the use of the Lands and the Building, the Owner covenants and agrees with the

City, notwithstanding that the Owner may be otherwise entitled, that:

- (a) the Lands and Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, and throughout the Term will maintain, the Secured Rental Units in accordance with the Development Permit, the Building Permit and the requirements of this Agreement, and if they are damaged or destroyed will repair or replace them as applicable;
- (c) all Secured Rental Units will only be used for the purpose of providing Rental Housing;
- (d) pursuant to Section 219(2)(d) of the *Land Title Act*, except by way of a tenancy agreement to which the *Residential Tenancy Act* (British Columbia) applies, it will not suffer, cause or permit, beneficial or registered title to any Secured Rental Unit to be sold or otherwise transferred unless beneficial and registered title to all Secured Rental Units is sold or otherwise transferred to the same owner; and
- (e) any sale or other form of transfer of title of a Secured Rental Unit in contravention of the covenant in Section 4(d), will be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title, at the Owner's expense.

5. Subdivision of the Lands and Building. Despite Subsection 3(e), subject to compliance by the Owner with all applicable requirements of the Director of Legal Services, the City's elected Council and their respective designees and representatives, this Agreement and all applicable laws and City by-laws, the City will not unreasonably withhold its consent to subdivision of the Lands by Strata Plan to create the Strata Corporation, subject to the following:

- (a) the bylaws and rules of the Strata Corporation will at all times be consistent with the House Rules and this Agreement;
- (b) the Strata Corporation so created will:
 - (i) perform and observe the Owner's covenants herein at the expense of the Strata Corporation and the Strata Lot Owners;
 - (ii) upon the registration of the Strata Plan, enter into an assumption agreement with the City, in a form and contents satisfactory to the City, to assume all of the Owner's obligations and the benefit of the Owner's rights hereunder;
 - (iii) cause the Strata Lot Owners to comply with the obligations, restrictions and limitations as provided herein;

- (iv) be responsible for any breach arising from any action or omission of any and all of the Strata Lot Owners of the obligations, restrictions and limitations as provided herein; and
- (v) be entitled to give all permissions and consents permitted to be given by the Owner hereunder; and
- (c) the liability of each Strata Lot Owner to pay any costs and expenses of the Owner pursuant to this Agreement, will be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Properly Act*; and
- (d) the benefit and burden of the rights, covenants and charges granted herein, including the housing agreement notation on title pursuant to section 565.2 of the *Vancouver Charter*, will be recorded as being binding upon and appurtenant to each of the Strata Lots created thereby and the common property of such Strata Plan.

Any subsequent consolidation or subdivision of any part of the Strata Corporation is prohibited, without the prior written consent of the Director of Legal Services, which consent the may be arbitrarily withheld.

Following an approved subdivision by Strata Plan, the Owner may apply to the City for a partial registrable discharge of the covenant in Section 4 with respect to the Strata Lots other than the Secured Rental Units, and the City will on request of the Owner, execute and deliver such a discharge, provided, that:

- (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Secured Rental Units pursuant to this Agreement;
- (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
- (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
- (iv) the preparation and registration of any such discharge will be without cost to the City.

6. Repair, Maintain and Insure Secured Rental Units. The Owner shall keep and maintain the Secured Rental Units (or any replacement Secured Rental Units(s) on the Lands) and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and shall insure them to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands. If the Secured Rental Units or any Unit or part thereof is damaged, the Owner shall promptly restore and repair them/it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

Prior to the issuance of an Occupancy Permit for any part of the Building, the Owner shall provide the City with such proof of the insurance required to be taken out pursuant to this Section 6, in form and substance satisfactory to the City. Thereafter and throughout the Term, forthwith upon request by the City, the Owner shall provide the City with similar proof of insurance.

7. Record Keeping. The Owner will keep accurate records pertaining to the ownership, use and occupancy of the Secured Rental Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records and the House Rules and the records of the Strata Corporation and the Cohousing community located on the Lands, available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

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.

9. Indemnity. The Owner hereby covenants and agrees with the City to indemnify and save harmless and reimburse the City and all City Personnel from and against all Losses which may arise or accrue to the Owner or any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel, may pay, incur, sustain or be put to by reason of or which would not or could not have been sustained "but for" any of the following:

- (a) the Owner being required to enter into this Agreement as a condition of the City's approval of the rezoning of the Lands;
- (b) the City or City Personnel exercising any of its rights under this Agreement;
- (c) any decision made by the City or City Personnel pursuant to this Agreement including, without limitation, the City withholding the issuance of any permit or approval; or
- (d) otherwise as a result of this Agreement and the requirements set out herein,

whether or not such Losses are the result of or relate in any way to any negligent acts or omissions on the part of the City or City Personnel. This indemnity will survive the discharge or any termination of this Agreement.

10. Release. The Owner, for itself and its successors and assigns, hereby releases and forever discharges the City and City Personnel from any and all Losses suffered or incurred by the Owner in connection with this Agreement. This release will survive the discharge or any termination of this Agreement.

11. Notices. All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:
 City of Vancouver
 453 West 12th Avenue
 Vancouver, British Columbia
 V5Y 1V4

Attention: Managing Director, Social Development Department
 With copies to the Director of Legal Services and the City Clerk

- (b) If to the Owner:
 Cedar Cottage Cohousing Corporation
 #201 - 1255 Main Street
 Vancouver, British Columbia
 V6A 4G5

Attention: President

and any such notice, demand or request will be deemed given:

- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (b) if personally delivered, on the date when delivered,

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

12. Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to Section 5.

13. Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands, or any portion thereof, including a Strata Lot, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.

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

15. 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.

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

17. 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.

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

19. Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:

- (a) 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 Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement 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 Lands or any other matter whatsoever.

20. Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

21. Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

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

SCHEDULE A

House Rules

APPENDIX H
PAGE 1 OF 17

1729-1735 East 33rd Avenue

VANCOUVER COHOUSING HOUSE RULES (as provided by applicant)

As at: January 13, 2012

House Rules of Vancouver Cohousing

Our community has agreed on the following "House Rules" to be in effect and govern our community on move-in. Some of these House Rules (e.g. consensus decision-making) are already in effect as we work towards building our homes together, others are reflective of decisions we have made about how to govern our lives after moving in (e.g. rentals policy), and still others are taken from best practices of cohousing communities across North America and therefore reflect a best guess of Vancouver Cohousing's eventual decision on the matter (e.g. pet policy).

Participation Guidelines

1. Vancouver Cohousing needs the participation of all its residents to accomplish the shared tasks and vision of the community.
2. We seek people who are active participants in the work and rewards of community living.
3. Active participation is a prerequisite for having a successful cohousing community.
4. We want to get all the necessary work done.
5. We don't expect everyone to do the same amount of work.
6. We recognize that people contribute to the community in many different ways and that people may have time when they are more or less active as our individual lives ebb and flow.
7. Every household is expected to be a vital part of our community life.

Alternate Participation Agreements

From time to time, Vancouver Cohousing may choose to consense alternate participation agreements pertaining to certain individuals. This may be done for any reason the community deems necessary (e.g. response to life crisis, change in circumstance, ability, etc.). Alternate participation agreements will be made by consensus agreement of the community and documented in the minutes.

Vancouver Cohousing Community Participation Agreement

I understand that, to achieve its stated aim of cooperative living, the Vancouver Cohousing Community has the following expectations of all adult residents of the Community:

1. Participation in the Vancouver Cohousing Community Association. I understand that every household is expected to participate in the community decision-making process. I agree that at least one adult from my household will regularly attend community business meetings, and read and respond to business related mail.
2. Participation in meals. I understand and agree that every adult is responsible for his or her share of the preparation and clean up of common meals on a regular, rotating basis, regardless of how frequently those meals are eaten. I agree to take my turn on the rotation schedule or see that my tasks are done. (See Meals Agreement for details.)
3. Participation in the maintenance and improvement of the property. I understand that all adults share an equal responsibility for maintaining and improving the property. I agree to help get the work done. (See Work Share Agreement for details.)
4. Participation on committees. I understand that every adult will serve on at least one committee of his or her choosing. I agree to participate in ongoing committee work.

I fully understand that the success of the Vancouver Cohousing Community rests in the active, continuous involvement of all residents.

I hereby pledge my active, continuous involvement in the Community.

****Note: all members of the household over the age of 12 must sign

Signed: _____ Date: _____

Consensus, Standing Aside, Blocking

Consensus

Decisions shall be made by consensus. Except as described herein, every act taken or decision made by the Board of Directors of Cedar Cottage Cohousing Corporation shall be accomplished through consensus among the voting members of the company. For all purposes herein, "consensus" shall mean that all members present at a duly-held meeting have had the opportunity to express their opinions (regardless of whether an actual opinion was expressed) and that a decision is reached that all members, present, consent to. Silence shall be considered as assent provided that a direct request for discussion has been made.

Standing Aside

Consensus decisions require the agreement of all Members present, except that a Member may stand aside on an issue of decision, meaning s/he neither agrees nor disagrees, without preventing the Group from reaching a decision.

Blocking

However, in the exceptional case of a Member having such strong objections to a particular decision that s/he cannot agree to it because s/he believes that it is contrary to the best interests of the group and s/he feels compelled to prevent it, then s/he may block the decision. In order to block, a person must be present at the time the decision is being made.

If a block (red card) is presented by a member of the community at a meeting the following occurs:

- Continue ongoing discussions/meetings with committee/presenter outside of the community meeting to work on amending the proposal with everyone in agreement. The possible solution(s) are to be brought forth to the next community meeting.
 - If at the next community meeting, progress has been made, but consensus can still not be reached, the process may continue.
 - If a month elapses with no progress towards a solution, the community may decide to:
 - i Use voting fallback if there are 5 members who agree this is appropriate. (see Voting Fallback)
 - ii Decide to drop the proposal, or
 - iii Set the proposal aside for a period of time

In the event a decision is time-sensitive, critical and can be described as an emergency, the facilitator (with community support) can, within the same meeting as the first:

- call for consensus or
- resort to voting fallback for the proposal to move forward immediately to meet the issue's time-sensitive constraint

Voting Fallback

Voting fallback is defined as 75% green cards as articulated in the Cedar Cottage Cohousing Shareholders Agreement. For example: If there are 40 members at a meeting and two individuals continue to red card the proposal, the proposal could be passed by a voting fallback position. For 75% consensus to apply here, it would mean that 30 of the 40 people attending would be holding a green card.

At least five members must agree that it is necessary to use Voting Fallback. If there are not five members who agree to submit the action to a Voting Fallback, the action shall be considered disapproved.

Prior to the Voting Fallback, at least five voting members may request that the issue be referred to mediation as described below. If the issue is resolved through mediation, voting fallback shall not be required. If it is not resolved, voting fallback shall be under taken as soon as is reasonably practical after the conclusion of the mediation procedure; and the results of the voting fallback shall bind the Board, and its members.

NOTE:

Voting fallback is considered a last resort, and must never become a common occurrence. For voting fallback to be used, the presenters must demonstrate that they have taken all possible measures to avoid having to resort to this.

If there are amendments to the proposal which come out of meetings with red/yellow carders, the changes must be brought back as an amendment for a new call for consensus, with the modified proposal being clearly

restated. If the concern focuses on aspects of implementation not outlined in the proposal, these implementation details may be added without the need for a further community meeting.

In the case of a block, the proposed action is not taken.

This Consensus proposal shall be in effect until it is replaced by a new one generated at or following a consensus workshop.

Delegates and Proxies

For members who have non-owner residents living in their houses:

(For example: Those who are landlords, renting to someone who is living in their house; those with a housemate whose name is not on the deed to the house.)

It would be helpful to our quorum count if non-owner residents were appointed as delegates for Board Meetings. If you are willing to appoint a delegate, please do. If not, please let us know what the issue is to see if we can address it.

If you will, please send the form below to the Secretary of the Board:

Required Form

DELEGATE for Board of Directors Meetings and
PROXY for Member Meetings
of Vancouver Cohousing

I, the undersigned Owner of the property at _____ 1733 East 33rd Avenue, Vancouver, B.C., hereby appoint _____:

1) as my delegate to attend the Board meetings, with full power of substitution, to exercise the vote allocated to this owner, and to take any other action that the Owner could take, unless I state otherwise, in writing, in advance of the meeting.

2) as my proxy with full power of substitution, to vote on my behalf in respect to all matters that may properly come to a meeting of the members to the same extent and with the same powers that I would be entitled, if personally present, unless I state otherwise, in writing, in advance of the meeting.

This proxy and delegation shall be void if I, or another Owner of this property, am/is personally present.

This proxy and delegation is valid for 3 years or until revoked. I have had an opportunity to read the bylaws related to delegates and proxies.

Homeowner(s)

Date

Revisiting Decisions Already Agreed to by Consensus

In order to get a policy decision or community agreement revisited, at least 10 households must indicate their approval to re-open discussion about the decision. Proposals to change procedural and administrative decisions, and periodic evaluations and updates don't need re-opening approval.

Reason:

- We don't want to rehash things that were previously decided by consensus and that about 2/3 of the households still believe are in the best interests of the community.
- Within our larger policies and agreement guidelines we want to continue to improve how we go about things.

Coloured Cards Used in Consensus Discussions

Discussion

Green Cards: express opinion on the issue

Yellow Cards have a question about the issue or can clarify something on the issue

Red Cards: can be used to clarify process issues, but NOT block content

Decision

Green Card: go ahead with proposal (in agreement).

Yellow Card: Serious concern with the proposal, but is not willing to hold the community back if all other members are in agreement (standing aside)

Red Card: Blocking the proposal. At this stage in consensus process, the person or persons must feel that the proposal would have an overall negative impact for the group which:

- 1) outweighs the perceived benefits from the proposal itself and/or a consensus agreement on the matter or;
- 2) crosses group's core principles and feels responsible to stop it.

Other Resources

For additional details, please see:

- Articles of Incorporation
- Shareholders Agreement
- Minutes of Meetings

Meetings

Frequency and Timing

Meetings will be held monthly on the third Sunday of each month, unless an exception is made.

Notice of Meetings

We agree that notice of Members' meetings and Board meetings, whether monthly, annual or special or emergency, may be given by posting notice in the Common House and by emailing notice to the email listserve available to all members.

Notice of the time and place of any regular meetings of the Board shall be posted at a prominent place or places within the Common House and shall be given directly, or emailed to each Director not less than four days prior to the meeting.

Notice of all Members' meetings, monthly, annual, special, or emergency shall be given, not less than ten or more than 90 days before the date of the meeting.

We each take responsibility for informing others in a timely way and for keeping ourselves adequately informed.

Requesting Agenda Items

All requests for agenda time and proposals for discussion/consensus are due by 7 pm, 7 days ahead of the scheduled meeting. (E.g., for a Sat. meeting, send items by 7 pm the preceding Saturday.)

If no items are submitted, the meeting is automatically cancelled and the Process Committee will announce the cancellation.

The Process Committee will post the draft agenda 4 days before the meeting to be in compliance with our agreements for notice of items to be discussed at meetings.

Member Meeting Quorum

The presence, at any meeting, in person or by proxy, of at least 80% of the Members entitled to cast votes shall constitute a quorum. The subsequent joinder of a unit owner, in the action taken at a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such person for the purpose of determining a quorum.

When a quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of a unit owner or owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

A quorum must be present during decision making.

Documenting Attendance

We will keep attendance records for each meeting.

This is done by listing meeting attendees in the minutes.

General Meeting Preparation Protocol

- The proposed agenda is sent 4 days before the meeting and posted in the Common House by the facilitators of the meeting. Members review the agenda, proposals, and background information before the meeting. Members may use email, in advance of a meeting, to bring concerns and suggestions on meeting topics to the whole group.
- Members tell the process committee if they know their household will be absent from the meeting. They are especially invited to send email notice of absence.
- When topics are carried over from previous meetings and a member missed the discussion, a member will review the relevant minutes and background information if s/he chooses to participate in the current meeting's discussion on the topic. This is out of respect for the time the group has spent in the past and to avoid using group time to bring individuals up to speed.
- The facilitator will start the meeting on time with those people who are present. Latecomers may respectfully join in, without the group having to backtrack.
- The facilitator announces how many households are needed for a quorum and if a quorum is present. The facilitator will inform the group if we drop below a quorum later on in the meeting.
- Agreement of the agenda is the first order of business and adjustments are made as the meeting proceeds.
- Meetings end on time unless there is general agreement to extend the time, for particular items.

Time Lines and Logistics

We all have different styles and skills to offer. It is okay to be uncomfortable with some of these differences in style. In setting these guidelines, we do not judge each other around these differences, but are striving to create a viable system for running meetings comfortably and consciously.

1. Choose someone to open up the meeting room and set up chairs 15 minutes prior to the meeting.
Rationale: The room will feel ready when folks arrive, coffee brewing and heat on.
2. Gathering time will start at least 15 minutes prior to the stated meeting time. Meetings will start on time and end on time. Agenda will flex to support this. This means starting with a handful of folks, if necessary. Although this may be awkward, it will set a standard. Latecomers may respectfully join in, without the group having to backtrack.
Rationale: It is irritating to those present to wait for summaries, when they have been able to be on time. When meetings are too long and not focused enough, they contribute to burnout.
3. We will sprinkle meetings with "energizers" whenever the mood hits.
Rationale: We value playing together as an integral part of community building. We want as much participation as possible for this, including children. We think the meeting can start more crisply, if we sit down and focus on the agenda as a starting point.
4. We will use a bell (or chime) system to transition between activities. One bell = five minute alert. Two bells = meeting starts. Facilitator will be responsible for this.
5. Rationale: We need some way to communicate the meeting is about to commence or recommence.
6. Each member to review the agenda prior to the meeting. The agenda is to be placed on line 48 hours prior to the meeting.
Rationale: This allows for last minute additions and still gives enough time to review the agenda before the meeting. Meetings run more smoothly if we all begin with the same information.
7. Cleanup point person or committee. We will have a rotation of volunteers who are responsible for cleaning up the room after the meeting.

Community Relations Agreement

Harmonious Community Relations and Conflict Prevention

We share a common interest in creating and maintaining harmonious relationships.

We can enhance the quality of relationships and reduce the amount of conflict within the community through the shared understanding that our behavior affects others. Through the open communication of values, needs, and feelings we will make efforts to:

- Learn and use good communication techniques that promote honesty, understanding, and the prevention or resolution of difficulties or conflict.

- Create opportunities in our community (meetings, workshops, activities) that allow for the open sharing of values and feelings, and provide opportunities to practice communication techniques and conflict prevention/resolution strategies.

In this way, there will be a greater level of transparency, tolerance, respect, empathy, understanding, and interpersonal skills created amongst members, all of which will help to create a better community and reduce potential conflicts.

See APPENDIX A -- Harmonious Relationships: Strategies, ideas, techniques, activities for skillful communication and conflict prevention.

Conflict Resolution

Conflict is expected as a normal part of living in community. Conflict can be difficult to deal with, but it must be addressed. Conflict among any of us affects all of us. We aim to create a community of trust and goodwill, within which conflicts can be transformed into solutions and deeper connections among us.

We will use our conflicts productively to make Vancouver Cohousing a better place to live and to facilitate our growth and understanding of ourselves and one another. Often underlying issues are behind our conflicts; we will make the extra effort to deal with them. Various approaches to addressing conflict can be effective; the situation, issue, and personalities may indicate one or another approach is most helpful.

We are committed to speaking our truth, listening with caring, and working toward a resolution that meets the needs of the entire community.

Problem Solving Ground Rules Agreement

We will agree to the following ground rules when involved in conflict resolution efforts:

1. A commitment to mutual respect.
2. A commitment to solve the problem.
3. A willingness to listen to the other side, and to attempt to understand.
4. A willingness to own our own "stuff" (actions, thoughts, feelings, perceptions, intentions).
5. A willingness to avoid insults, intimidation, interruption, or put-downs.
6. A commitment to avoid physical contact unless mutually agreed upon.
7. Agreement to use the conflict resolution protocol, as below.

Conflict Resolution Protocol

Often, the conflicts that arise in the community will be between two or three people. Most of this document aims to address these types of conflicts. However, these concepts of conflict transformation may also be applied to "group conflict" in which many members of the community may be involved. We understand that the method or techniques for resolving issues will vary depending on the individuals and the context, and we support use of "tried and true" techniques as well as creative and inspired means.

This is our recommended progression of approaches to resolving conflict, from the least to the most formal:

Unassisted Resolution

The problem is resolved by the parties involved dealing directly with each other with no outside help.

See APPENDIX B-- Problem Solving Tools, Techniques, Suggested Modalities

Assisted Resolution or Mediation

The problem is resolved through the use of a mutually agreed upon third party in a role that may range from witness or supportive friend to that of mediator working toward resolution. The choice of a third party may also include the conflict resolution team for consultation or assistance.

See APPENDIX C-- Mediation Tools and Resources

Community Participation

The members involved will formally request the assistance of the community's conflict resolution team to resolve the issue. If the team and the involved parties find it necessary, the process may involve the entire community or a subgroup or committee to work toward resolution.

See Appendix C --Community or Group Conflict Resolution Techniques

Outside Mediation

If the community is unable to assist in resolving the conflict, and all avenues of conflict management have been exhausted, then the community may choose to engage in outside mediation to solve the problem.

Confidentiality

Internal--Within the Community

We recognize the need at times to discuss, seek advice, or seek comfort from others while in the midst of conflict. Such a situation requires discretion and confidentiality.

If we are seeking the advice and comfort of others we will not do anything to undermine our commitment to mutual respect and harmonious relations within and among all members of the community.

As third parties who are approached for solace, advice, etc., we agree to provide these things in the spirit of helping to improve the situation, and will not contribute to gossip, rumors, or perpetuation of the problem. We will encourage conflicted parties to utilize the conflict resolution protocol, if necessary.

External--With Regard to the Larger, Non-Cohousing Community

In the spirit of protecting the privacy and rights of members of the community, we are committed to maintaining confidentiality regarding individual and community issues of a sensitive nature when speaking with people outside the community.

Conflict Prevention and Resolution Team

Our community will maintain a team of members who will cultivate and collect resources and techniques for conflict management, and provide opportunities for proactive strategies to maintain the social health and growth of the community. The committee will also seek to develop mediation skills amongst themselves and interested community members who can serve as a resource for the community.

(These appendices are a menu of resources and a toolkit to assist us in good communication, conflict prevention, and conflict resolution. This is to be further developed, and will be a flexible resource that can be added to at any time.)

APPENDIX A: Harmonious Relationships

Sample modules:

1. Communication Skills (e.g. "I" statements, reflective listening, etc.)
2. Non Violent Communication
3. Community Life Meetings
4. Creative Expression (e.g. art, role play, theater, games, movement, etc. to express feelings, highlight issues, discharge tensions)

APPENDIX B: Problem Solving & Communication Tools

Sample modules:

1. Communication Guidelines
2. Non Violent Communication (NVC)
3. Interpersonal Agreements
4. Win/win resolution guideline
5. Creative Modalities

APPENDIX C: Mediation Tools and Resources

Sample modules:

1. Conflict Resolution Techniques
2. Mediator Skills and Techniques
3. Creative Modalities
4. Resources for Mediators

APPENDIX D: Community Conflict Resolution Process

Sample modules:

1. Fish bowl process

Committees

Standing committees exist in the following areas as described below. Some of these committees are already in place and are described in detail below; others will only be struck once the project is built and the cohousing community is living there:

- Management committees such as those listed below will help us work together

- Architectural Review
- Coordination
- Facilitation
- Finance
- Legal
- Work Share
- Facilities committees such as those listed below will help us to keep our facilities in working order
 - Buildings & Hard Scape
 - Common House
 - Landscape
 - Outside Common Areas
 - Technology
 - Workshop
- Community committees such as those listed below will help us maximize our common life
 - Common Meals
 - Community Relations (politics, city, neighbours)
 - Harmonious Relations Team
 - Pets
 - Public Relations (visitors, wait list, inquiries)
 - Community Children
- Development and construction committees such as those listed below will ensure the project gets build on time and on budget
 - Warranty
 - Construction Interface Team

Management : *Helping us Work Together*

Coordination Committee

The Coordination Committee will undertake to do the following work during pre-development, development and transition to the new building.

1. Help guide the smooth functioning of our community.
2. Carry out the duties of Strata Officers as defined in our Strata Documents.
3. Look at the long term picture & figure out what needs to happen & might be helpful to happen. (Example: Strata Insurance)
4. Coordinate the work that the group wants by staying in touch with the different committees. (Example: Budget)
5. Watch out for new issues & inform the facilitation team of agenda priorities that may have a timeline. (Example: Finding a gap that no one has spoken for and recruiting a point person.)
6. Take new information to the group, get input & define a plan that the group wishes to proceed with.
7. Coordination Meetings are open to all, as each household is defined as a member of the Strata and Corporation.

Facilities: *Keeping it All in Beautiful, Working Order*

Our intention is to maintain and improve our site and buildings:

- to have an aesthetically pleasing neighbourhood,
- to use natural resources wisely with minimal waste,
- to prevent expensive repairs due to neglect,
- to protect and enhance our financial investments in our homes.

Building Care Maintenance Committee

This committee will be responsible for repair, maintenance, or safety issues related to existing or needed facilities as follows:

- Buildings, walks, driveway and parking

- Common house appliances and stuff that is built into the building;
- Mechanical room equipment except computers and irrigation timers;
- Drainage; fire safety; clearing; lights; carts.

This committee will be responsible for the following tasks:

- Prepare proposals for decision board or meetings e.g. improvement projects
- Set guidelines e.g. insurance requirements, authorizations, interested directors
- Prepare annual budget figures; amendments and authorization requests as necessary; Contingency Reserve fund annual review
- Coordinate and report on strata annual budget, maintenance reserves, or capital fund
- Coordinate with volunteers and hired help whose scope of work may include:
 - Task lists
 - Fix It list - items noted by residents
 - Jobs for work share and work parties
 - Jobs that suddenly need attention-- e.g. broken window
 - Reoccurring, periodic tasks-- e.g. gutter cleaning, dryer lint clean out
 - Overall Building & Hard scape maintenance schedule and records
 - Communications with the group as needed
 - Status reports; procedure updates and reviews e.g. dirt dumping
 - 'Who to call about what' information
 - Orientation CDs for new members
 - Trouble shooting and hiring out work
 - Common House appliance repairs
 - Boilers
 - Emergency repairs
 - Interviewing contractors; getting bids
 - Record keeping
 - As-builts; manufacturer materials/equipment info; owners manuals
 - Service records, work orders
 - Supplies - Know what we have and where it is e.g. paint, tight bulbs

Hiring People for Strata Maintenance

Authorization for Work and Payment

- Only members of the Maintenance Committee have the authority to hire contractors, service people, handy persons, etc. for strata maintenance work to be paid out of maintenance budget funds.
- The only exception is an emergency situation when no member of the Maintenance Committee is available in person or by phone. In that case, when immediate action is needed, any 2 strata members can engage someone on behalf of and at the expense of the strata. ("Emergency" means immediate and serious threat to the safety or health of residents; or where not acting immediately will cause substantial and costly harm to persons or property.)
- Maintenance Committee will always confirm an amount "not to exceed without prior negotiation" as part of each service arrangement.

Services that the Maintenance Committee Might Hire Out

- Maintenance and repair tasks.
- Coordinating with subcontractors. This could be for routine maintenance, repairs, improvements, or emergency calls.
- Keeping records of contract details including warrantied items and follow up, and providing a copy of those records to the Maintenance Committee.
- A periodic walk-about with the Maintenance Committee for several hours to assess needs and plan upcoming maintenance. This would provide for the scheduling of inspections for fire suppression system, site drainage, common facility equipment, sewer lines, domestic water booster system.

Common House Committee

The primary goal of the Common House Committee is to insure that the Common House is always:

- Clean
- Functional (Comfortable and workable for what we want.)
- In Good Working Order
- In order to satisfy this goal the Common House Committee will focus its work in the following six areas:
 1. Developing Use Agreements that define the permitted uses of and establish a system of scheduling for guest rooms, dining room, sitting room, music room, laundry room, and terrace. (Use agreements for Teen Room and Children's Play Room will be worked out by other committees.)
 2. Buying Furnishings purchasing the furniture, flooring (area rugs, non-slip rubber mats, etc.), window coverings, bulletin boards, art work/decorations, coat racks and other wall fixtures needed for the Common House.
 3. Outfitting the Kitchen purchasing kitchen equipment and table ware.
 4. Buying/Maintaining Supplies purchasing cleaning, bathroom/sink, kitchen (other than food), and laundry room supplies. Establishing a system of monitoring supply levels and restocking as needed.
 5. Keeping the Common House Clean organizing cleaning teams.
 6. Maintaining Equipment/Appliances overseeing and maintaining (includes hiring professionals) the good operating condition of Common House machinery including large kitchen appliances (stove, refrigerator, dishwasher, microwave, exhaust fan, etc.), cleaning equipment (vacuum cleaners), sound and video, heat and air, electrical, plumbing, doors and windows.

Landscape Committee

The landscape Committee includes landscape, irrigation, keeping lawn in the grasscrete, and other tasks to be defined by the committee at a later date.

Community: *Maximizing Our Lives Together*

Community Relations Committee

The Community Relations Committee (CRC) exists to develop relationships with the neighbourhood, with special attention paid to immediate neighbours. The CRC will also work to develop relationships with the city, and will work with the development team to shepherd the project through the city approvals process.

Development & Construction: *Getting the Job Done Right*

These committees will be struck after rezoning is achieved.

To Create A New Standing Committee

Those people who want to offer a service that does not "fit" in an existing committee can bring a proposal to the group that describes:

- Committee Name
- People serving on the committee
- Point person
- Usual meeting time / frequency
- Job description/areas of responsibility/scope
- Authority it would like to have delegated to it

Rental Policy

Our purpose is to develop a community of residents that consists both of long-term owners, as well as long-term rental tenants. Our community is based on relationships. We desire stability, demonstrated by low turnover and continuity of ownership or tenancy.

We anticipate the need for owners to live away from the cohousing community at times, temporarily, for work, family, or personal reasons. A rental policy will facilitate owners' flexibility to live away from the community without having to sell their unit, or incur financial loss. This will further support our value of having a close-knit, stable community. In addition, providing rental units will ensure economic diversity and bring new ideas and energy into our community.

Vancouver Cohousing needs the participation of all of its residents to accomplish the shared tasks of the community. We look for the same things in tenants as we do in owners - namely, households who are willing to be full participants in the work and rewards of community living.

Vancouver Cohousing does not intend for people to own units in Vancouver Cohousing for the purposes of:

- having secondary residences;
- renting a unit solely as a vacation rental; or
- being absentee landlords.

We intend for people who own units in Vancouver Cohousing to use them as their primary residence and to be active participants in the community. We also intend for some owners to purchase more than one home or a home with an extra bedroom(s) to rent, and to rent the suite or bedroom to a long term renter who also fully participates in the community.

Rental Policy Specifics

1. Owners who wish to rent their home must gain agreement of the cohousing community, by consensus, to have long-term renters in an extra suite they own or an extra bedroom they have in their suite.
2. In order to ensure stability of tenancy in our community and to avoid higher mortgage rates for new owners and refinancing owners, rentals greater than 3 months at Vancouver Cohousing are presently limited to 6 homes at any given time.
 - a) 3 of these units will be long-term rental units owned for the purposes of creating rental stock by members currently living in Vancouver Cohousing
 - b) 3 of these units will be rental units that are owned by members of Vancouver Cohousing who are absent for a period of time
3. From time to time, Vancouver Cohousing may agree to allow additional rental units.
4. Vancouver Cohousing also welcomes those renting rooms in a member's home.
5. To allow all owners a reasonable opportunity to rent if needed, each home is limited to a total of 24 months for every five years, unless other owners' opportunity to rent is not impacted and/or an exception is approved by the Community.
6. If an owner's absence exceeds 2 years, they will meet with community members to review their long-term plans for membership. It requires the consensus of the members for an absentee owner to continue to rent beyond 2 years. The only exception to this is the 3 units that are owned for the purpose of creating long-term rental units in Vancouver Cohousing.
7. The owner continues to be responsible for monthly payment of the strata dues during any rental period.
8. Owners will give a minimum of 90 days notice of their intent to rent their home for a period of more than three months. In the event of sudden and unexpected changes, the required notice may be shortened by the community. Rental priority will be established by the order that intent to rent is given to the community.
9. All potential renters are asked to complete a written form, as owners have done, that includes a brief bio and responses to a standard set of questions. All potential renter's bios and answers will be made available to interested members. Vancouver Cohousing members will provide an orientation to cohousing to potential renters, discuss community life and invite them to meetings and common meals to help insure that the choice to rent in Vancouver Cohousing is the best one for the renter and the community.
10. All potential renters will review and agree to abide by the Vancouver Cohousing by-laws, house rules, common rules and agreements.
11. All renters are asked to sign our "Participation Agreement" which includes accepting responsibility, as owners do, for participating in work projects, meetings and community meal preparation.
12. Owners shall have a written lease/rental agreement with each tenant, which includes all responsibilities to the community.
13. Under special circumstances, exceptions to this policy may be granted by the community.
14. This policy will be reviewed and amended, if needed, by the community members.

Vehicles and Parking Policy

Vancouver Cohousing will strive to have as few vehicles as possible. Based on current members actual vehicle ownership, it is anticipated that not every household will own a car. As such, Vancouver Cohousing agrees to the following policy:

1. Two parking stalls will be dedicated to car share companies such as Zip Car or Autoshare.
2. Other than for wheelchair accessible, parking spots will not be assigned to units but will be available on a first-come-first-served basis.
3. Extra stalls may be rented out to non-members on a monthly basis.

Work Share Policy

1. We will get the work done in our community.
2. For now, work share is the work defined by these committees: Building Care/Hard scape, Landscape/Irrigation, Common House Cleaning, and the Administration thereof.
3. We will enter our, "work completed," in an online system that will provide tracking and tabulating of all work contributions as a whole, by category, and by individual. The tracking system will transcend beyond the work share scope to also provide information regarding all work contributions. Entering non-work share hours is optional.
4. We have a minimum expectation of 48 hrs. per adult per year of work share work. The new tracking program will continually compute the average of actual hours worked (overall, by the above committees, and by member), so each individual can see the real data, and pace themselves accordingly for their time/labour/money contributions, as needed.
5. We will voluntarily contribute our money or our labour or both. The suggestion/guideline for contributing money to Vancouver Cohousing in lieu of labour is \$18/hour.
6. We understand that ESSENTIAL work will be hired out, if not done, and will indeed be budgeted in our strata fees.
7. A work party team will organize four major "work parties" per year. Other work parties can be called by any committee/individual at any time.
8. We will each sign a paper that states we understand the Work Share Agreement.

We maintain and improve our site and buildings:

- to have an aesthetically pleasing neighbourhood,
- to use natural resources wisely with minimal waste,
- to prevent expensive repairs due to neglect,
- to protect and enhance our financial investments in our homes.

We choose to manage our own property maintenance rather than hire a management firm because:

- we don't want to increase our strata fees for this purpose;
- we think we may have better results managing maintenance ourselves;
- we have the option of deciding what to do ourselves and what to hire out;
- spending a couple dozen hours a year working on maintenance projects with our neighbors enriches our relationships.

We acknowledge there may be jobs that need doing that no one likes to do. To share our workload, we may all, sometimes, need to do jobs that are not our preferred choices. We acknowledge that there may be some jobs that some people are not capable of doing.

Common Meals Policy

The meals policy will be reviewed after 2 months for needed changes, or as indicated by public complaints.

Meal Schedule

- 5 community meals will be available each week.
- Diners may sign up to eat as many or as few meals as they want.
- Weekend meals will be cook's choice (e.g. Saturday BBQ, Sunday Brunch, Special Event evening meal, etc.)

Cooking Responsibilities

- Meals Committee will post a 2-cycle sign-up grid every other month, at least 4 weeks before the first date.
- Cook cycles will be approximately 5 weeks long, depending upon the number of cooks we have.
- Each cook will sign up for one head cook shift and one helper shift in the two-cycle period. Cooks who PREFER to be head cook may put a star by their name on both shifts; cooks who prefer to be helpers may sign up with a starred cook, in effect trading assignments. Unless a starred name is available, all cooks will sign up for one head cook shift per schedule.
- The grid will be available for sign-ups for 4 weeks. After that time, those who have not signed up will be added to open slots, and will be responsible for trading if that date doesn't work for them.

- The "head cook" will be responsible to do (or assign) the planning, menu posting, shopping, preparation, and clean up of the meal. These duties will be divided up as agreed on by the team.
- Each cook (all adults, house-sitters staying more than 3 weeks) will be responsible to sign up for one shift every cycle. Children 10 years and older can sign up to be the "3rd cook", and help as requested by head cook.
- Cooks who, for any reason, have difficulty covering their shift will arrange coverage for it.

Meal Sign-Up and Menus

- The menu will be posted by 7 days before the meal.
- Diners and guests may sign up for meals until 3 calendar days before the meal (ex: Tuesday is last day for Friday sign ups, Friday is last day for Monday sign ups.)
- Diners who work late may sign up for a "late plate". The cooks will set these aside before the meal is served.
- Diners or guests who have not signed up for a meal MAY be served, if there is enough food, at the head cook's discretion.

Food Preferences

- A master list of food allergies and preferences will be posted in the kitchen. We will show consideration for preferences by: posting "issue" ingredients with the menu, so diners can make informed choices, offering non-meat alternatives, when practical, and offering "issue" foods on the side, when practical.
- Members prefer organic, healthful, whole grain foods, in general. Cooks will aspire to this.

Supplies

- Initial staples will be bought from the strata budget. They will later be figured in to group costs for meals.
- Staples include sugars, oil, spices (these may be donated by members), coffee, teas - "always-used" items as agreed upon by community. There will be a sheet posted for Staple Suggestions; the Meals Committee will bring suggestions to email discussion.
- Members are discouraged from keeping a large number of staples in the common house, due to problems with freshness, and storage. Cooks will take items, that aren't universally useful, home after their meal preparation.
- The Meals Committee will arrange for the purchase of staples, manage the Staples Fund, and will reserve the right to discard stale supplies.

Common Meal Finances

- The cost of meals should be close to \$5.00 per diner. Cooks have the option of spending more, but if the cost exceeds \$7.00 per diner, the remainder will be the cook's treat. The cook will note when posting the menu if the meal is high-end (\$5-7).
- Children 3 and under eat free. From 3 to 12, children pay half price.
- Diners will sign up for meals online. Diners who sign up will be automatically charged unless they delete themselves before the cutoff date for sign ups.
- The cook will submit receipts for expenses, and a monthly tally will be sent to reconcile costs.
- Cooks will "front" the money for the meals they cook.
- Coffee, tea, milk, and water will be available with meals. Wine and beer may be purchased for \$1.00 when available, or diners may bring their own.

Serving / Organization

- Tables will be set by Vancouver Cohousing children, on a schedule worked out by them.
- Meals will be served family-style as a rule, with buffet style for special circumstances. For family-style meals, someone from each table will bring serving dishes to that table.
- Each diner will bus his/her own dishes.
- Cooks are responsible for cleanup; division of labor will be agreed upon before the meal - teams may arrange to trade half-shifts to separate cooking and cleanup.
- Leftovers will be available for 24 hours after the end of dinner, for \$1/plate. This money will go into the staples fund. After 24 hours leftovers can be taken free or discarded by oncoming cooks.

Common House Cleaning Policy

The Common House Cleaning Policy consists of the following:

- Common House Housekeeping Agreements
- Common House Housekeeping System (The specifics of this system have not been decided. We have included a general idea of what a system would consist of and how everyone could participate.)
- Criteria for Cleaning Equipment and Supplies

Common House Housekeeping Agreements

Our Common House will be quite clean and tidy nearly all of the time since that will help most of our members enjoy the space with a sense of ease and comfortableness.

We will clean up after ourselves. If we take it out, we will put it away. If we spill it, we will clean it up. If we notice something needs attention, we will report it.

All community members, children and adults, participate in taking care of our Common House, just like all family members participate in taking care of their individual homes.

We will have a housekeeping system that divides the tasks among the adults and older youth.

Common House Housekeeping System

The Housekeeping System is based on our programs, values, and participation agreement. It will be re-evaluated regularly to ensure that it continues to benefit the community. This system is designed to be independent of other participation systems, e.g. workdays, common meals, landscaping tasks, committee work.

Aim

- Provide a system for daily and periodic cleaning of the Common House that people are happy with.
- Provide structure and flexibility
- Distribute the tasks in an equitable way taking into account factors such as difficulty, frequency, time required, flexibility of scheduling, etc.
- Provide for differing levels of physical ability
- Provide easily accessible and highly effective equipment and supplies
- Provide clarity about expectations and give adequate directions so people know how to meet the expectations

Overview

- All adults will sign up for a task. Most tasks will have teams e.g. 2 people on laundry room; 9 people on floors
- Some periodic big tasks will go to work days (or hire out). e.g., carpet shampooing
- Families with the 'not yet adults' will recommend at what age youth members participate in the Common House Housekeeping system.
- The Housekeeping system assumes that most of the tasks are done by members and are not paid for by strata fees. (Professional cleaning of the highest Common House windows is already included in the strata budget.)
- For people who prefer to pay someone else to do their job, there will be a list of those who are willing to be paid/bartered substitutes.

Specifics

- Post "Cleanup Checklists" in various areas so people know what is meant by "we clean up after ourselves."
- Catalog cleaning needs: daily, weekly, monthly, annually, etc.
- Designate what is for task teams and what is for work days.
- Provide a simple job description for each task and how-to information, as necessary.
- List the task team assignments and the number of people for that team.
- Set up lottery for sign up priority, with first sign ups going to people with many task limitations.
- Task teams figure out how the work gets done e.g. work alone or work together; schedule of who does what, when. Teams post their team schedules so people know who to contact with issues.
- Create a Feedback and Evaluation loop for appreciations, suggestions, unmet preferences, mid-course corrections, etc. to know where adjustments are need and what is just fine.
- Give an orientation to cleaning equipment and supplies.

Criteria for Cleaning Equipment and Supplies

Criteria for Equipment

- Makes cleaning quick, easy and as comfortable as possible
- Sturdy, well built and sustainable
- Easy to get out and put away
- Not too noisy
- Not too heavy

Criteria for Cleaning Supplies

- As nontoxic as possible for routine use that will get the job done
- Laundry detergent in bulk
- Special non-sudsing commercial dishwasher detergent
- Not antibacterial soaps
- No or low scent; if have to have scents, then homey, not institutional
- Work for chemically sensitive people

Guests/Visitors in the Common House Policy

The Common facilities are reserved for the use of residents of our community and their invited guests. Hosts are asked to inform their guests of our community agreements.

- Only assistance dogs are allowed in the Common House.
- No smoking in the Common House.
- No drugs or alcohol allowed in the Teen Room.
- Guests will not invite other people to the site. Invitations must come from the host family.
- Hosts are encouraged to introduce their visitors to community members to identify them as invited guests.
- Use caution when driving in the lanes and parking areas for the safety of the community members and guests.
- After their guests leave, hosts are asked to put away the keys to the Guest Rooms. Also, after washing the linens, store them in the cupboards of the Laundry Room. (If the locations for storage changes, members will be notified).
- When it is deemed necessary or appropriate, the community reserves the right to refuse the use of its facilities to anyone.
- Uninvited visitors who are on a self-tour can be asked to phone for a conducted tour.

Definitions

- Day Guests: Those who are visiting a resident(s) during the day or evening only (thus not staying in a Guest Room)
- Common House Overnight Guests: Those who are staying overnight in the Common House.
- Resident Overnight Guests: Those who are staying overnight in the home of a Community Member.

Day Guests

- Although the Common House is an extension of the homes of the community members, it is recommended that the day visitors use the facilities of their host for their daily activities such as using the kitchen, using the phone, receiving mail, using the Internet connection, using the teen room (without an invitation to the teen room). The resident host may use their discretion about when it is necessary for their day guests to use the Common House facilities (hopefully keeping it to a minimum); ex: using the washer/dryer.
- Each guest must have a specific host from the community who is present and aware that the guest is visiting.
- No resident host may issue an open-ended invitation to a day guest to use the facilities at will on an on-going basis.
- The Guest Rooms in the Common House may not be used by day visitors for any purpose. The Guest Rooms may only be used when community members have reserved them for overnight visitors.
- All areas of the Common House (kitchen, teen room, music room, etc.) are to be used by the day guests only at the invitation of their host.

These agreements were created to fulfill the following needs of residents regarding the Common House:

- respect and care for the Common House as an extension of our home.
- safety for our children, teen, and adult members of the community.
- a comfortable environment for our community members.
- clarification of the use of the Common House by day visitors, Common House overnight guests, and resident overnight guests.

Design Professionals Policy

Any Owner who wants to make improvements to the building(s) may hire any design professionals that have the appropriate qualification and/or licenses to consult on the work per Vancouver building codes. It is important that all committees respect this and try to make sure Owners know they can use the professionals of their choice.

Pets Policy

Pets are important to many cohousing families and a welcome part of community life. In order to ensure safety, cleanliness, comfort, and mutual respect:

- Pet owners agree to take full responsibility for their pets and for the interaction of their pets with others. Pet owners indemnify, defend, and hold harmless the strata for any damages or personal injuries caused by pets.
- Pet owners are responsible for promptly cleaning up after their pets. Cat owners are asked to maintain an indoor litter box or a discrete outside litter box on an upper deck. The smell and mess of the litter box must not disturb other residents.
- Animals are not allowed in the Common House (service animals excepted).
- Pet owners are asked to neuter or spay their pets.
- All dogs will be leashed whenever they are off their owners' (or consenting neighbors') property (back deck).
- The Pet Committee will maintain a roster of community pets. Pet owners will notify the Pet Committee of any newly adopted pets.
- Pet owners will discuss any possible adoption of a unique animal with the Pet Committee and with the community at a general meeting.
- Issues which cannot be resolved among members regarding pets can be brought to the Pet and/or Coordinating Committee for resolution.

Email Policy

We rely on email as a major communication tool and assume that all the adults see the emails sent to the whole group. Each cohousing household has an email address. We check email regularly, daily when possible, knowing that there may be time sensitive information.

We each take responsibility for informing others in a timely way and for keeping ourselves adequately informed.

We assume the whole group will get information within 72 hours from the time of sending. If something needs to be communicated in less time than that time, (e.g. a change of meeting location) people who have not confirmed receipt of the email message will be phoned.

The Meeting Agenda to be placed on line 48 hr. prior to meeting.

We generally allow 3 - 4 days for response time when asking for input and making announcements. Committees may choose other time frames that suit all their members.

If we are going to be off email for more than 4 days, we send a message to the group letting people know that we will be out of the information loop. If our computer goes down, we call someone and ask them to let the group know we are off email and to relay time sensitive information to us.

We realize that servers go down, and power goes off, and the unforeseen arises. We do our best to be sure that everyone has the information they need.

To the extent we can, we reply when a response is asked for, even if it is to say, "I pass," or "No preference," or "This interests me, but I can't address it until Monday."

Non-response is interpreted to mean, "Thank you all for handling this."

Mail is sent via the email list addresses for general communications and archival purposes. Mail that is confidential and not appropriate for the archives is sent directly to individuals.

In the future we may set up a procedure for making some group decisions by email; for now we are mainly using it to refine proposals, share reports, straw polls, announcements, etc.

Email Message Guidelines

- Use informative subject lines (e.g. Toxic Report; FOR RESPONSE: Meeting dates)
- One topic per message for Vancouver Cohousing list messages
- Judicious use of high priority symbol - only for things unexpectedly urgent
- Short summary statements at the beginning of long reports
- Action required including response information (respond to whom by when) provided clearly at the beginning of a message

- Unnecessary repeated information is trimmed out in messages
- When replying to a message, include enough context so the reader knows what you are replying to
- When commenting on quoted material (e.g. from minutes, proposals, etc.) be sure your comments stand out so they can be spotted during a fast scan.
- Don't count on any formatting coming through; realize that for many people, it will just be plain text.
- Committees make their own arrangements about how much to copy committee members on discussions relating to the business of the committee. They find the balance between minimizing email traffic and optimizing information flow.
- Remember: what you write is permanent and potentially public to the world.
- Remember: We are people talking to people. Don't forget to do a "diplomacy check" along with a spell check.
- Start a new thread with a new Subject. Don't reply to an old email in order to start a new conversation. Send a new email with a new descriptive Subject header.
- Don't change Subject headers in mid thread unless the thread has significantly diverged from its original Subject, in which case it may make sense to start a new thread.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3543726 and the Assignment of Rents registered under number CA3543727;
- (b) "Existing Chargeholder" means NORTH SHORE CREDIT UNION;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge, and it had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA3195421 (extension of CA3078207);
- (b) **"Existing Chargeholder"** means COHOUSING INVESTMENT EQUITY FUND INC.;
- (c) **"New Charge"** means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge, and it had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number CA3428796 (extended by CA3540723);
- (b) **“Existing Chargeholders”** means as follows:
 - (i) NORTH SHORE CREDIT UNION "IN TRUST" SEE CA3428796 as to an undivided 6739293/20913349 interest;
 - (ii) NORTH SHORE CREDIT UNION "IN TRUST" SEE CA3428796 as to an undivided 3467119/20913349 interest; and
 - (iii) NORTH SHORE CREDIT UNION "IN TRUST" SEE CA3428796 as to an undivided 10706937/20913349 interest;
- (c) **“New Charge”** means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholders acknowledge, the Existing Chargeholders:

- (a) consents to the Owner granting the New Charge to the City; and
- (b) agrees with the City that the New Charge charges the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

END OF DOCUMENT