

EXPLANATION

**A By-law to amend the Parking By-law
Re: 1754-1772 Pendrell Street**

Following a public hearing on July 13, 2015, Council resolved on September 15, 2015, to add 1754-1772 Pendrell Street to Schedule C of the Parking By-law. 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
June 14, 2016

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1600, 1600A and 1620 West 6th Avenue**

Following a public hearing on February 24 and 26, 2015, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 1600, 1600A and 1620 West 6th Avenue. 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
June 14, 2016

1600, 1600A and 1620 West 6th Avenue

ABF

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-685 (f) 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 (630).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (630), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

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

Conditions of use

3. The design and layout 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 Computation of floor space ratio must assume that the site consists of 1,673.4 m² being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 4.37.

4.3 Computation of floor area must include:

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

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 8% of the permitted floor area, and
 - (ii) no more than 50% of the excluded balcony floor area may be enclosed;
- (b) patios and roof gardens, 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 base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including recreation facilities and meeting rooms, except that the total exclusion must not exceed 10% of the permitted 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) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (g) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit;
- (h) bicycle storage at or below base surface, except there must be a secured and separate bicycle room equipped with bicycle racks capable of storing at least one bicycle for every four dwelling units; and
- (i) the top landing of any stair that opens on to a rooftop deck and leads to a mechanical, storage or service area, and the mechanical, storage or service area accessed by that stair.

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

Building height

5.1 The building height, measured from base surface, must not exceed 31.44 m.

5.2 Section 10.11 of the Zoning and Development By-law is to apply to this By-law, except that the Director of Planning may permit a greater height than otherwise permitted for mechanical appurtenances such as elevator machine rooms.

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

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 (630).

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. A development permit application will 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 , 2016

Mayor

City Clerk

Schedule A



EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 658 Alexander Street**

On January 26, 2015, Council approved an SRA Conversion Permit to combine and renovate 2 SRA-designated rooms and increase the size of and reconfigure another SRA-designated room on the referenced lands, subject to a number of conditions, including a condition that the owner of the lands first make arrangements to the satisfaction of the Director of Legal Services, in consultation with the Chief Housing Officer, to enter into a Housing Agreement: (i) securing two rooms for rent at a monthly rate no greater than the SRO rent for the Downtown Core as determined by the City of Vancouver's biannual Survey of Housing in the Downtown Core; and (ii) making four dwelling units available to tenants who are on Income Assistance and eligible for rent supplements subject to funding for the Provincial rent subsidy program, each for a period of 30 years. The Housing Agreement includes covenants requiring that all 6 units described above be owned by a single legal entity and be used only to provide rental housing for terms of not less than one month at a time. As well, a covenant in the Housing Agreement prevents the separate sale or transfer of ownership of any of the units by requiring that all the units be contained within a single air space parcel or strata lot for the term of the agreement.

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 the SRA Conversion Permit condition regarding a Housing Agreement.

Director of Legal Services
June 14, 2016

658 Alexander Street

ABF

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 658 Alexander 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: 015-598-501 LOT 12 BLOCK 43 DISTRICT LOT 196 PLAN 196

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 , 2016

Mayor

City Clerk

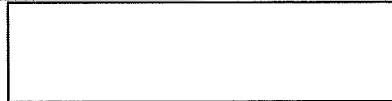
SCHEDULE A

FORM C_V21 (Charge)

**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1** Province of British Columbia

PAGE 1 OF 16 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



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

JOHN CHAO LAW CORPORATION

Barrister & Solicitor
200 - 5455 West Boulevard
Vancouver

BC V6M 3W5

Telephone: 604-568-6252
File No.: 30-709 Rose

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

015-598-501 LOT 12 BLOCK 43 DISTRICT LOT 196 PLAN 196

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

ROSE HOTELS LTD. (INC. NO. BC0993138) AND PROSPERA CREDIT UNION (AS TO PRIORITY ONLY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

V5Y 1V4

BRITISH COLUMBIA
CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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)

JOHN CHAO
Barrister & Solicitor
200 - 5455 West Boulevard
Vancouver, BC V6M 3W5
Fax: 604-568-6259

Execution Date		
Y	M	D
16	05	13

Transferor(s) Signature(s)

ROSE HOTELS LTD.
By Its Authorized Signatory

Print Name: Man Shun Roon

Print Name: Christopher Los

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.

FORM_E_V21

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 16 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Covenant above priority over Mortgage No. CA4941293 and Assignment of Rents No. CA4941294

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(658 Alexander Street)

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement, dated for reference _____, 2016, shall be read as follows:
- (i) the Transferor, ROSE HOTELS LTD., is 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 registered and beneficial owner of the Lands;
- C. The Owner has applied for an SRA Conversion Permit that was approved by Council resolution dated January 26, 2015 (the "SRA Conversion Application") to combine two SRA-designated rooms and add a washroom and kitchen to the combined room, increase the size of another SRA-designated room and combine it with a reconfigured ground floor shared washroom, and repair and replace existing fixtures throughout the building, including rooms and common areas. Approval is subject to an issuable development permit consistent with the plans provided for the SRA Conversion Application and on the condition that prior to the issuance of the permit, the Owner enters into and registers on title a Housing Agreement that includes the following terms and conditions:
- i. for not less than 30 years:
 - (a) four rooms (rooms 2, 3, 11 and 12) be rented at a monthly rent no greater than the average SRO rent for the Downtown Core as determined by the City of Vancouver's biannual Survey of Housing in the Downtown Core (currently \$448/month);
 - (b) four rooms be made available to tenants who are on income assistance and eligible for rent supplements subject to funding for the provincial rent subsidy program. Potential eligible tenants will be referred for consideration by the City or a delegate of the City and the applicant, as landlord, will make the final selection after having considered prospective tenants in good faith (where good faith consideration of a prospective tenant includes the application of objective and defensible criteria that meets the legal requirements of the *Canadian Human Rights Act*, the *BC Human Rights Code* and the *Residential Tenancy Act*); and
 - (c) such other terms and conditions as the Director of Legal Services in consultation with the Chief Housing Officer may require;

(the "SRA Conversion Conditions"); and

- D. The Owner and the City are now entering into this Agreement to satisfy the SRA Conversion Conditions.

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATIONS**

1.1 **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 the Star Beach Haven building located on the Lands, and includes any portion of any such building, 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 SRA Conversion Permit;
- (c) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (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) "City Tenanting Delegate" means such person as the City may designate in writing to the Owner from time to time as the point of contact for the Owner for tenant referral purposes, or if no such designation has been made, the coordinator of the City's Single Room Accommodation By-Law;
- (f) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (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) "Income Assistance" means the program administered by the Ministry of Social Development and Innovation that provides income assistance to those unable to fully participate in the workforce, or such successor program as may be in effect from time to time throughout the Term;
- (i) "Income Assistance Housing" means Rental Housing available to tenants who are on Income Assistance and eligible for rent supplements subject to funding for the Provincial rent subsidy program;

- (j) "Income Assistance Units" has the meaning ascribed to that term in Section 2.1(d), and "Income Assistance Unit" means any one of such Units;
- (k) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (l) "Lands" means the lands described in Item 2 in the Form C attached hereto;
- (m) "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, 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;
- (n) "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;
- (o) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (p) "Owner" means ROSE HOTELS LTD. and all of its assigns, successors and successors in title to the Lands;
- (q) "Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), 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 residential accommodation and any and all laws applicable thereto;
- (r) "Social Housing Units ASP" has the meaning ascribed to that term in Section 3.1(a);
- (s) "SRA Conversion Conditions" has the meaning ascribed to that term in Recital C;
- (t) "SRA Conversion Permit" means the SRA conversion permit issued in respect of the Building as contemplated by the Council resolution dated January 26, 2016;
- (u) "SRO Rate Units" means the units in the Building with room numbers 2, 3, 11 and 12 and "SRO Rate Unit" means any one of such Units;
- (v) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 30 years from the date when the final Occupancy Permit is issued for the Building;
- (w) "Unit" means a dwelling unit in the Building; and

- (x) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) **Party.** Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) **Singular; Gender.** Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) **Captions and Headings.** The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) **References.** References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) **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. 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 fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) **Legislation.** Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) **Time.** Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;

- (b) it will renovate, as contemplated in the SRA Conversion Permit, and throughout the Term will maintain the Units in accordance with the SRA Conversion Conditions, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, SRO Rate Units will
 - (i) only be used for the purpose of providing Rental Housing; and
 - (ii) will be rented at a monthly rate no greater than the average SRO rent for the Downtown Core as determined by the City of Vancouver's biannual Survey of Housing in the Downtown Core;
- (d) throughout the Term, not less than 4 Units that are not SRO Rate Units (the "Income Assistance Units") will be available for the purpose of providing Income Assistance Housing in accordance with the requirements of this Agreement;
- (e) throughout the Term, the Owner will make available to tenants the Income Assistance Units as follows:
 - (i) at any time that there are in the Building three or fewer tenants who are on Income Assistance, and a Unit other than an SRO Rate Unit is available, the Owner will consider in good faith tenancy applications from prospective tenants who are on Income Assistance to occupy the Unit, which will thus be an Income Assistance Unit;
 - (ii) before entering into a tenancy agreement with a new tenant and promptly upon becoming aware that there are or will be in the Building three or fewer tenants who are on Income Assistance and a Unit becomes or will become available, the Owner will advise the City Tenanting Delegate of same, and will consider in good faith tenancy applications from prospective tenants referred by the City Tenanting Delegate (if any). For greater clarity, good faith consideration of a prospective tenant by the Owner in the tenant selection process will include objective and defensible criteria that meets the legal requirements of the *Canadian Human Rights Act*, the BC Human Rights Code and the *Residential Tenancy Act*; and
 - (iii) the Owner shall make the final decision as to whom it will enter into a tenancy agreement with, but will provide the City's Tenanting Delegate with its rationale for rejecting the City Tenanting Delegate's proposed tenant(s) where such proposed tenants are rejected.
- (f) during the Term, it will submit to the City not less than once each year a report setting out the rent rolls and tenant eligibility information for all of the SRO Rate Units and Income Assistance Units;
- (g) throughout the Term, except by way of a tenancy agreement that is permitted by this Agreement, it will not suffer, cause or permit, beneficial or registered title to any Unit to be sold or otherwise transferred except if:

- (i) title to every Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner; and
- (ii) if the 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 of the Units;
- (h) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld, subject to Article 3;
- (i) throughout the Term, any sale of a Unit in contravention of the covenant in Section 2.1(g), and any subdivision of the Lands in contravention of Section 2.1(h), 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;
- (j) throughout the Term, it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (k) throughout the Term, it will keep and maintain the Lands and the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
SUBDIVISION OF THE BUILDING**

3.1 Notwithstanding Section 2.1(h):

- (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 the deposit of an air space subdivision plan, provided that following any such subdivision all the SRO Rate Units and Income Assistance Units will be contained within a single air space parcel (the "Social Housing Units ASP"); and
- (b) following such a subdivision and the issuance of a final occupancy permit for the Social Housing Units ASP, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel other than the Social Housing Units ASP, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) 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 SRO Rate Units and the Income Assistance Units, or in respect of the Social Housing Units ASP, 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.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building until such time as the Owner is able to apply for an Occupancy Permit for the entire Building and all its component parts and facilities; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Building, notwithstanding completion of construction of the Building until such time as an Occupancy Permit can be issued for the entire Building and all its component parts and facilities; and
 - (b) without limiting the general scope of Article 7, 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 based on assertion of its rights herein until there is compliance with the provisions of this Article 4.

**ARTICLE 5
RECORD KEEPING**

- 5.1 The Owner will keep accurate records pertaining to the use and occupancy of the Rent Subsidy Housing Units and the Shelter Rate Housing 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 available for inspection and copying by the City. The City will comply with its obligations to the Owner regarding privacy and confidentiality.

**ARTICLE 6
ENFORCEMENT**

- 6.1 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, unless the court otherwise orders.

**ARTICLE 7
RELEASE AND INDEMNITY**

- 7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by 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:

- (i) by reason of the City or City Personnel:

- A. withholding any permit pursuant to this Agreement; or
B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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 the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to 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:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or

- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

- 7.2 Conduct of Proceedings

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:
 - (i) where the City Manager determines, acting reasonably, that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines, acting reasonably, that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, acting reasonably, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that:

- (iv) if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.2(b).
- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

7.3 Survival of Release and Indemnities. The release and indemnities in this Article 7 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

**ARTICLE 8
NOTICES**

8.1 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: City Clerk

*with concurrent copies to the Managing Director of Social Development and
the Director of Legal Services*

- (b) if to the Owner:

Rose Hotels Ltd.
302-1219 Harwood Street
Vancouver, British Columbia
V6E 1S5

Attention: Chris Los and Man Shun Poon

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

- (c) 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
- (d) 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.

**ARTICLE 9
MISCELLANEOUS**

- 9.1 **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 to Article 3.
- 9.2 **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.
- 9.3 **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.

- 9.4 **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* 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.
- 9.5 **Waiver.** The parties acknowledge and agree that no failure on the part of the other party 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 a party 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 benefit of a party herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of a party at law or in equity.
- 9.6 **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 file a notice on title to the Lands that the land described in the notice is subject to this Agreement, pursuant to Section 565.2 of the *Vancouver Charter*, with priority over all other encumbrances except those in favour of the City.
- 9.7 **Priority of Registration.** 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 the 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.
- 9.8 **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.
- 9.9 **Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, 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.

9.10 **Owner's Representations and Warranties.** 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.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA4941293 and the Assignment of Rents registered under number CA4941294;
- (b) "Existing Chargeholder" means PROSPERA 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 hereby:

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Land 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.

END OF DOCUMENT

EXPLANATION**Heritage Designation By-law
Re: 1601 Comox Street**

At a public hearing on February 17, 2015, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 1601 Comox Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
June 14, 2016

1601 Comox Street
Grace Court

ABF

BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

Structure and
exterior envelope of
the improvements
and exterior
building materials of
heritage building

1601 Comox Street
Vancouver, B.C.

PID: 015-755-720
LOT 28
BLOCK 59
DISTRICT LOT 185
PLAN 92

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

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

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

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 1601 Comox Street/1071 Cardero Street**

The owner of these lands has applied to develop them under development permit application number DE418103 so as to rehabilitate and designate the existing character sixteen unit dwelling at 1601 Comox Street and to build a new four-storey multiple infill dwelling consisting of eleven units at the rear of the site, which application was considered by the Development Permit Board at its meeting on November 17, 2014, and then approved subject to the terms and conditions of the City's prior-to DE letter of November 19, 2014 addressed to the owner's representative Ankenman Marchand Architects, 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 on the lands on the terms and conditions set forth therein.

A Housing Agreement has been accepted and signed by the owner of these lands and its mortgagees. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement the Development Permit Board's decision regarding a Housing Agreement.

Director of Legal Services
June 14, 2016

1601 Comox Street/1071 Cardero Street

ABF

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1601 Comox Street/1071 Cardero 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: 015-755-720

LOT 28 BLOCK 59 DISTRICT LOT 185 PLAN 92

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 _____, 2016

Mayor

City Clerk

Schedule A

FORM_C_V21 (Charge)

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 15 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



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

Madaisky & Company
Barrister and Solicitor
1000 355 Burrard Street
Vancouver

Telephone: (604) 683-8885

BC V6C 2G8

#15-0116-004 (Housing Agreement)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

015-755-720 LOT 28 BLOCK 59 DISTRICT LOT 185 PLAN 92

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

GRACE COURT HOLDINGS LTD. (INC. NO. 0880887)
COMPUTERSHARE TRUST COMPANY OF CANADA (INC. NO. A52313) (AS TO PRIORITY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

BRITISH COLUMBIA
CANADA

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)

ROSSA. POLLOCK

Barrister & Solicitor

1000 - 355 Burrard Street

Vancouver, BC V6C 2G8

Phone: 604-930-5543 Fax: 604-683-1616

Execution Date

Y	M	D
16	05	18

Transferor(s) Signature(s)

GRACE COURT HOLDINGS LTD.
by its authorized signatory(ies):

Print Name: Navin Sangha

Print Name:

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.

FORM_D1_V21

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 15 PAGES

Officer Signature(s)



Sam Golder
Notary Public in and for
The Province of Ontario,
100 University Ave., 11th Fl.
Toronto, ONTARIO M5J 2Y1
416-263-9341

Execution Date

Y	M	D
16		
16	05	09

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

COMPUTERSHARE TRUST
COMPANY OF CANADA by its
authorized signatory(ies):

 **Samuel S. Liaw**
Administrator, MBS

Print Name:

 Aaron Cao
Professional, MBS

Print Name:

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.

FORM_E_V21

LAND TITLE ACT
FORM E
SCHEDULE

PAGE 3 OF 15 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Mortgage CA1669648 and Assignment of Rents CA1669649

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
1601 Comox Street/1071 Cardero Street

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference February 15, 2015, shall be read as follows:

- (i) the Transferor, Grace Court Holdings Ltd., is 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 registered and beneficial owner of the Lands;

C. The Owner has applied under Development Application number DE418103 (the "Development Permit Application") to rehabilitate and designate the existing character sixteen unit dwelling (the "Heritage Building") and to build a new four-storey multiple infill dwelling consisting of eleven rental units (the "Infill Building"), on the Lands;

D. The Development Permit Application was approved subject to, among other things, fulfillment of the condition that the Owner enter into a Housing Agreement with the City to secure as rental housing all Dwelling Units on the Lands, on the terms and conditions set out in the City's prior-to DE letter of November 19, 2014, by By-law pursuant to Section 565.2 of the *Vancouver Charter* (the "Rental Housing Condition"); and

E. The Owner and the City are now entering into this Agreement to satisfy the Rental 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* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.1 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 any building or structure rehabilitated or 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 any building permit issued by the City authorizing the building of the Building as contemplated by the Development Permit;
- (d) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) "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;
- (f) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (g) "Development" means the redevelopment on the Lands described in Recital C and approved by the Development Permit;
- (h) "Development Permit" means a development permit issued by the City means a as a result of the Development Permit Application;
- (i) "Development Permit Application" has the meaning ascribed to that term in Recital C;
- (j) "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;
- (k) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) "Heritage Building" has the meaning ascribed to that term in Recital C;
- (m) "Heritage Building Rental Housing Units" has the meaning ascribed to that term in Section 2.1(d);
- (n) "Infill Building" has the meaning ascribed to that term in Recital C;
- (o) "Infill Building Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c);
- (p) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (q) "Lands" means the lands described in Item 2 in the Form C attached hereto, and includes any lots or parcels into which such land is consolidated or further subdivided;

- (r) "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, 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;
- (s) "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;
- (t) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (u) "Owner" means the Transferor, Grace Court Holdings Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;
- (v) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
 - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (w) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arms length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (x) "Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (y) "Rental Housing Units" means all Infill Building Rental Housing Units and all Heritage Building Rental Housing Units, and "Rental Housing Unit" means any one of such Units;
- (z) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (aa) "Term" means the term of this Agreement, which will commence on the

Commencement Date and will end on the later of:

- (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Infill Building; and
- (bb) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) 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. 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 fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in

this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) if it carries out any development on the Lands or any rehabilitation of the Heritage Building, after the date of this Agreement, at its sole cost and expense, it will construct, and thereafter throughout the Term will maintain, the Infill Building containing a total of not less than eleven Dwelling Units of which not less than two will have not less than three bedrooms each, not less than another four will have not less than two bedrooms each and the remaining five may be studios or have only one bedroom each, all in accordance with the Development Permit, the Building Permit and this Agreement;
- (c) when the Infill Building is completed and an Occupancy Permit issued and thereafter throughout the Term, all Dwelling Units in the Infill Building will be used only for the purpose of providing Rental Housing (the "Infill Building Rental Housing Units");
- (d) when the rehabilitation of the Heritage Building is completed and an Occupancy Permit issued and thereafter throughout the Term, all Dwelling Units in the Heritage Building will be used only for the purpose of providing Rental Housing (the "Heritage Building Rental Housing Units");
- (e) when the Building is completed and an Occupancy Permit issued and thereafter throughout the Term, the Rental Housing Units will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days except for the month of February;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit to be sold or otherwise transferred unless title to every Rental Housing Unit is 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 as contemplated by Section 7.9;
- (g) throughout the Term, it will not suffer, cause or permit the Lands or the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Rental Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), 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;

- (i) throughout the Term, it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Rental Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred

ARTICLE 3 RECORD KEEPING

- 3.1 The Owner will keep accurate records pertaining to the use, rental rates charged and occupancy of//for the Rental Housing 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 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.

ARTICLE 4 ENFORCEMENT

- 4.1 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.

ARTICLE 5 RELEASE AND INDEMNITY

- 5.1 Release and Indemnity. Subject to Section 5.2, the Owner hereby:
 - (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by 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:
 - (i) by reason of the City or City Personnel:

10

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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 the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to 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:
- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or

- (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b); and

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 5.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 6 NOTICES

- 6.1 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: City Clerk, with concurrent copies to the Managing Director of Social Development and the Director of Legal Services

(b) If to the Owner:

Grace Court Holdings Ltd.
3rd Floor
235 15th Street
West Vancouver, British Columbia
V7T 2X1

Attention: President

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

- (c) 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
- (d) 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.

ARTICLE 7 MISCELLANEOUS

- 7.1 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 to Article 3.
- 7.2 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.
- 7.3 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.
- 7.4 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* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised

in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 7.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 7.6 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.
- 7.7 Priority of Registration. 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 the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 7.8 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.
- 7.9 Transfer of Lands. The Owner covenants and agrees with the City that concurrent with any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, strata corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, strata corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, 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, strata corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 7.9, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this

14

Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

7.10 Owner's Representations and Warranties. 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.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA1669648 and the Assignment of Rents registered under number CA1669649;
- (b) "Existing Chargeholder" means Computershare Trust Company of Canada;
- (c) "New Charge" means the 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 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.

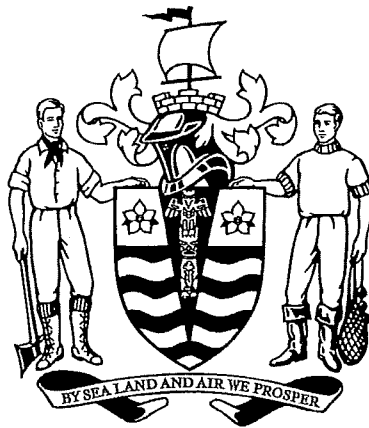
END OF DOCUMENT

EXPLANATION**Mayor and Councillor Expenses By-law**

Enactment of the attached by-law will repeal and replace Mayor and Council Members' Expenses By-law 8904 in order to implement Council's resolution of June 1, 2016 to establish the Councillor discretionary fund, as approved by Council on February 24, 2016, to re name the Mayor's budgeted fund as the Mayor's discretionary fund, to modernize the By-law language and to ensure that the By-law reflects actual practice regarding reimbursement or payment of expenses to the Mayor and Councillors.

Director of Legal Services
June 14, 2016

CMK



CITY OF VANCOUVER

MAYOR AND COUNCILLOR EXPENSES BY-LAW

{00471964v17}

TABLE OF CONTENTS

PART 1 INTERPRETATION

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

PART 2 TRANSPORTATION ALLOWANCE

- 2.1 Mayor's transportation allowance
- 2.2 Councillor transportation allowance
- 2.3 Annual notice regarding transportation allowance
- 2.4 Failure to provide notice

PART 3 APPROVED ELIGIBLE ACTIVITIES

- 3.1 Approved eligible activities

PART 4 MAYOR AND COUNCILLOR LOCAL EXPENSES

- 4.1 Local expenses
- 4.2 Mayor's local expenses limit
- 4.3 Councillor local expenses limit

PART 5 MAYOR'S DISCRETIONARY EXPENSES

- 5.1 Mayor's discretionary expenses
- 5.2 Mayor's discretionary expenses limit

**PART 6
COUNCILLOR TRAVEL EXPENSES**

- 6.1 Councillor travel expenses
- 6.2 Request for Council approval of travel expenses
- 6.3 Submission of approval request
- 6.4 Approval request on Council agenda
- 6.5 Council approval or refusal
- 6.6 Councillor travel expenses limit

**PART 7
COUNCILLOR DISCRETIONARY EXPENSES**

- 7.1 Councillor discretionary fund
- 7.2 Councillor discretionary expenses
- 7.3 Joint discretionary expenses
- 7.4 Councillor discretionary expenses limit

**PART 8
CLAIMING EXPENSES**

- 8.1 Claim procedure
- 8.2 Submission of claims
- 8.3 Authority of the Director of Finance
- 8.4 Referral to Council
- 8.5 Appeal to Council
- 8.6 Approval of eligible expenses
- 8.7 Payment
- 8.8 Repayment

**PART 9
MISCELLANEOUS**

- 9.1 Repeal of previous By-law
- 9.2 Force and effect
- 9.3 Severability

BY-LAW NO ____

A By-law regarding
Mayor and Councillor expenses

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

PART 1
INTERPRETATION

Name of By-law

1.1 The name of this by-law, for citation, is the “Mayor and Councillor Expenses By-law”.

Definitions

1.2 In this By-law:

“City Clerk” means the city official appointed by Council as the City Clerk and includes the Deputy City Clerk and any other persons authorized to act on behalf of the City Clerk;

“civic activities” means representing the city, engaging in city business, or attending a course, meeting or convention;

“Councillor” does not include the Mayor;

“Councillor discretionary fund” means the fund established by this by-law, and approved by Council as part of the annual budget, for discretionary expenses for each Councillor related to constituency activities, as specified in this By-law;

“Councillor travel fund” means the pooled fund approved by Council as part of the annual budget for use by all Councillors for travel expenses that are specified in this By-law;

“Director of Finance” means the city official appointed by Council as the Director of Finance and includes the Deputy Director of Finance and any other persons authorized to act on behalf of the Director of Finance;

“eligible activities” means civic activities for which the Mayor or Councillors may incur expenses which may be paid for in accordance with this By-law;

“eligible expenses” means those expenses necessarily incurred in the course of or as the result of participation in or carrying out eligible activities, and any other expenses specified in this By-law as eligible expenses;

“local expenses” means those eligible expenses set out in section 4.1;

“Mayor’s discretionary fund” means the fund approved by Council as part of the annual budget for use by the Mayor for discretionary expenses that are specified in this By-law;

Application

1.3 Eligible expenses incurred by the Mayor and Councillors while carrying out eligible activities must be paid in accordance with, and subject to the limits set out in, this By-law.

Table of contents

1.4 The table of contents is for convenient reference only.

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.

PART 2 TRANSPORTATION ALLOWANCE

Mayor’s transportation allowance

2.1 Subject to notice to the Director of Finance in accordance with the provisions of this By-law, the transportation allowance for the Mayor for each calendar year or portion thereof, is:

- (a) the use of a motor vehicle for the conduct of city business; or
- (b) \$600.00 per month, paid bi-weekly.

Councillor transportation allowance

2.2 Subject to notice to the Director of Finance in accordance with the provisions of this By-law, the transportation allowance for each Councillor for each calendar year or portion thereof, is 60% of 10% of the Councillor’s remuneration for that calendar year, prorated if applicable and paid bi-weekly.

Annual notice regarding transportation allowance

2.3 The Mayor or any Councillor who elects to receive a transportation allowance for a calendar year must advise the Director of Finance of their intention to do so, on or before December 15 of the preceding year.

Failure to provide notice

2.4 The Mayor or any Councillor who fails to provide notice to the Director of Finance as required by section 2.3 will not receive a transportation allowance for the applicable calendar year.

PART 3 APPROVED ELIGIBLE ACTIVITIES

Approved eligible activities

3.1 Council approves the attendance by the Mayor and Councillors at each annual convention of the Federation of Canadian Municipalities or the Union of British Columbia Municipalities, as eligible activities.

PART 4 MAYOR AND COUNCILLOR LOCAL EXPENSES

Local expenses

4.1 Local expenses are eligible expenses if incurred by the Mayor or a Councillor while carrying out eligible activities within the Greater Vancouver Regional District, and include:

- (a) registration and attendance fees for courses, meetings, conventions other than those approved under section 3.1 of this By-law, and other events;
- (b) admission fees and other costs related to cultural and community events;
- (c) parking fees;
- (d) entertainment expenses incurred in a hosting capacity;
- (e) transportation costs, except for a Councillor who already receives a transportation allowance in accordance with this By-law;
- (f) membership fees in any organization that contributes to the ability of the Mayor or a Councillor to fulfill their civic duties;
- (g) educational fees for courses that contribute to the ability of the Mayor or a Councillor to fulfill their civic duties;
- (h) expenses related to communications and business equipment costs; and
- (i) other similar or related expenses.

Mayor's local expenses limit

4.2 The Mayor is entitled to payment for local expenses incurred in any calendar year, subject to the provisions of this By-law, to a maximum amount equivalent to 10% of the Mayor's remuneration for that calendar year.

Councillor local expenses limit

4.3 Each Councillor is entitled to payment for local expenses incurred in any calendar year, subject to the provisions of this By-law, to a maximum amount of the lesser of:

- (a) 10% of the Councillor's remuneration for that calendar year, and
- (b) the difference between the Councillor's remuneration referred to in paragraph (a) above and the Councillor's transportation allowance.

PART 5 MAYOR'S DISCRETIONARY EXPENSES

Mayor's discretionary expenses

5.1 The Mayor's discretionary expenses are eligible expenses if incurred by the Mayor or by the Mayor's staff, while carrying out eligible activities, and may include:

- (a) registration and attendance fees for courses, meetings, conventions including those approved under section 3.1 of this By-law, and other events;
- (b) those eligible expenses set out in the Corporate Travel Policy of the City of Vancouver;
- (c) communications expenses;
- (d) fees for consulting or other contracted services;
- (e) costs of research and information gathering; and
- (f) costs of community outreach and events.

Mayor's discretionary expenses limit

5.2 The Mayor is entitled to payment for discretionary expenses, as specified in this By-law, that are incurred by the Mayor or by the Mayor's staff in any calendar year, to a maximum of the amount approved by Council as part of the city's annual budget for the Mayor's discretionary fund for that calendar year and subject to the provisions of this By-law.

**PART 6
COUNCILLOR TRAVEL EXPENSES**

Councillor travel expenses

6.1 Councillor travel expenses are eligible expenses if incurred by Councillors while carrying out eligible activities outside of the Greater Vancouver Regional District, and may include:

- (a) registration and attendance fees for courses, meetings, conventions including those approved under section 3.1 of this By-law, and other events; and
- (b) those eligible expenses set out in the Corporate Travel Policy of the City of Vancouver.

Request for Council approval of travel expenses

6.2 A Councillor who wishes to be paid for Councillor travel expenses, other than conventions approved under section 3.1 of this By-law, must seek and obtain the prior approval of Council to participation in or attendance at that eligible activity.

Submission of approval request

6.3 A Councillor must submit the approval request referred to in section 6.2, in writing to the City Clerk, in sufficient time for Council to consider the request before the date of the eligible activity.

Approval request on Council agenda

6.4 The City Clerk must include the approval request on the next Council agenda following the date of the approval request.

Council approval or refusal

6.5 Council may approve or refuse an approval request, except that a Councillor must not be paid for expenditures made or expenses incurred in relation to an eligible activity for which Council has previously refused an approval request.

Councillor travel expenses limit

6.6 Councillors who claim payment in accordance with this By-law, are entitled to payment for travel expenses, as specified in this By-law, that are incurred in any calendar year, subject to the provisions of this By-law, to a combined maximum of the amount approved by Council as part of the city's annual budget for the Councillor travel fund for that calendar year.

**PART 7
COUNCILLOR DISCRETIONARY EXPENSES**

Councillor discretionary fund

7.1 Council establishes the Councillor discretionary fund for each Councillor.

Councillor discretionary expenses

7.2 Councillor discretionary expenses are eligible expenses if incurred by one or more Councillors while carrying out constituency activities related to eligible activities and not provided for elsewhere in this By-law, and may include:

- (a) communications expenses;
- (b) fees for consulting or other contracted services;
- (c) costs of research and information gathering; and
- (d) costs of community outreach and events.

Joint discretionary expenses

7.3 Two or more Councillors may jointly incur Councillor discretionary expenses.

Councillor discretionary expenses limit

7.4 A Councillor or Councillors are entitled to payment for discretionary expenses, as specified in this By-law, that are incurred in any calendar year, subject to the provisions of this By-law:

- (a) to a maximum for each Councillor of the amount approved by Council as part of the city's annual budget for that individual Councillor's discretionary fund for the calendar year; and
- (b) in the case of two or more Councillors who jointly incur discretionary expenses:
 - (i) to a combined maximum of the total amounts approved by Council as part of the city's annual budget for discretionary funds for those participating Councillors, for the calendar year, and
 - (ii) to be distributed equally among participating Councillors, unless participating Councillors advise the Director of Finance, at the time of submitting the claim, that the discretionary expenses are to be allocated otherwise.

PART 8 CLAIMING EXPENSES

Claim procedure

8.1 All claims for payment of expenditures made or expenses incurred by the Mayor or Councillors while carrying out eligible activities must be made in accordance with this Part.

Submission of claims

8.2 The Mayor and Councillors must:

- (a) submit all claims for payment of expenses to the Director of Finance; and
- (b) provide supporting receipts or other documentation to the satisfaction of the Director of Finance.

Authority of the Director of Finance

8.3 The Director of Finance must:

- (a) determine whether or not a claim is for an eligible expense; and
- (b) determine the applicable fund or allowance from which an eligible expense is to be paid.

Referral to Council

8.4 The Director of Finance may refer any claim for payment of an expense to Council for a determination regarding whether or not the claim is for an eligible expense.

Appeal to Council

8.5 An appeal lies to Council from a determination by the Director of Finance that a claim for payment is not for an eligible expense.

Approval of eligible expenses

8.6 Eligible expenses may be approved:

- (a) by the Director of Finance; or
- (b) by Council in accordance with section 8.4 or 8.5.

Payment

8.7 The Director of Finance must pay the Mayor and Councillors for expenses that have been determined by Council or the Director of Finance to be eligible expenses, from the applicable fund or allowance, and in accordance with the provisions of this By-law.

EXPLANATION**A By-law to amend License By-law No.4450
regarding public bike share license fee**

Enactment of the attached By-law will correct an error made when the License By-law fee schedule was repealed and replaced and the fee for public bike share was inadvertently deleted.

Director of Legal Services
June 14, 2016

