

EXPLANATION**A By-law to amend
CD-1 (738) By-law No. 12537**

Following the Public Hearing on October 22, 2019, Council resolved to amend CD-1 (738) to correct the site area. The Director of Planning has advised that there are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 5, 2019

HC.

3560-3570 Hull Street and
2070-2090 East 20th Avenue

BY-LAW NO.

**A By-law to amend
CD-1 (738) By-law No. 12537**

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

1. This By-law amends the indicated provisions of By-law No. 12537.
2. In Section 4.1, Council strikes out "4,429.1 m²" and substitutes "4,676.2 m²".
3. In Section 4.2, Council strikes out "1.58" and substitutes "1.50".
4. 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.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2019

Mayor

City Clerk

EXPLANATION

**A By-law to amend
Zoning and Development By-law No. 3575
Regarding Rental Housing Unit Definition and Housekeeping Amendments**

Following the Public Hearing on October 22, 2019, Council resolved to amend the Zoning and Development By-law No. 3575 regarding Rental Housing Unit definition and housekeeping amendments. The Director of Planning has advised that there are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 5, 2019

110

BY-LAW NO.

**A By-law to amend
Zoning and Development By-law No. 3575
Regarding Rental Housing Unit Definition and Housekeeping Amendments**

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

1. This By-law amends the indicated provisions of the Zoning and Development Bylaw.
2. In Section 2, Council amends the definition of Rental Housing Unit by striking out:

"For the purposes of section 3.3.6 of this By-law, and for the purposes of section 3.3.1 of the RM-2, RM-3, RM-3A, RM-4 and RM-4N District Schedules, section 3.3.4 of the RM-5, RM-5A, RM-5B, RM-5C and RM-5D Districts Schedule, and section 3.3.2 of the RM-6, and FM-1 District Schedules, a dwelling unit, housekeeping unit, or sleeping unit on a site that a tenant rents, or has rented, for the purpose of living accommodation but does not include a unit rented by a not for profit housing cooperative to a member of the cooperative, a unit in a community care facility or group residence, a unit in a hotel, or units in a strata titled building where the majority of the units were within the last three years individually owned and:

- (a) for which a petition has been filed with the Supreme Court of BC to dissolve the strata corporation; or
- (b) for which all the strata lots within the corporation are now under single ownership."

and substituting:

"For the purposes of section 3.3.6 of this By-law, and for the purposes of section 3.3.1 of the RM-2, RM-3, RM-3A, RM-4 and RM-4N District Schedules, section 3.3.4 of the RM-5, RM-5A, RM-5B, RM-5C and RM-5D Districts Schedule, and section 3.3.2 of the RM-6, and FM-1 District Schedules, a dwelling unit, housekeeping unit, or sleeping unit on a site that a tenant rents, or has rented, for the purpose of living accommodation but does not include:

- (a) a unit rented by a not for profit housing cooperative to a member of the cooperative;
- (b) a unit in a community care facility or group residence;
- (c) a unit in a hotel;
- (d) units in an equity co-op where, at the time of rezoning application, or at the time of development permit application for projects that do not require rezoning, the building was operated as an equity co-op within the last three years; or

EXPLANATION**A By-law to amend Sign By-law No.11879
Regarding Housekeeping Amendments**

Following the Public Hearing on October 22, 2019, Council resolved to amend Sign By-law No.11879 regarding housekeeping amendments. The Director of Planning has advised that there are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 5, 2019

HC.

BY-LAW NO.

**A By-law to amend Sign By-law No.11879
Regarding Housekeeping Amendments**

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

1. This By-law amends or adds to the indicated provisions of By-law No. 11879.
2. Council amends Section 1.3 by striking out the duplicate definition "Building By-law means the City's Building By-law." that appears above the definition "**Building By-law** means the City's Building By-law."
3. Council amends Section 12.20(a)(i) by striking out "northeast" and substituting "southwest".
4. Council amends the awning sign regulations as follows:
 - (a) In Sections 9.3, 10.3, 12.3, 13.3, and 14.3, by:
 - (i) striking out "and" at the end of sub-section (g)(ii);
 - (ii) striking out "." at the end of sub-section (h) and substituting "; and"; and
 - (iii) by adding a new sub-section "(i) may not be illuminated."
 - (b) In Section 11.3, by:
 - (i) striking out "and" at the end of sub-section (h)(ii);
 - (ii) striking out "." at the end of sub-section (i) and substituting "; and"; and
 - (iii) by adding a new sub-section "(j) may not be illuminated."
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2019

Mayor

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 2130 – 2230 Harrison Drive**

After the Public Hearing on January 15 and 17, 2019, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the General Manager of Arts, Culture and Community Services and the Director of Legal Services, prior to enactment of a rezoning by-law amending CD-1 (13A) of the Zoning and Development By-law. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
November 5, 2019

HC.

2130-2230 Harrison Drive

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 2130 – 2230 Harrison Drive**

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:

NO PID

Lot 1, Block 24, Fraserview, New Westminster District,
Plan EPP96810

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 , 2019

Mayor

City Clerk

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

PAGE 1 OF 14 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)

De Jager Volkenant & Company

Barristers & Solicitors

#211 - 17660 - 65A Avenue

Surrey

BC V3S 5N4

Tel: 604-953-1500

File: #2849006 - FCRHA

LTO Client No. 11692

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR LOT 1, BLOCK 24, FRASERVIEW, NEW WESTMINSTER DISTRICT, PLAN
 EPP96810**

STC? YES

Related Plan Number: **EPP96810**

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant**Entire Instrument**

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):

THE FINNISH CANADIAN REST HOME ASSOCIATION (INC. NO. S005590)

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

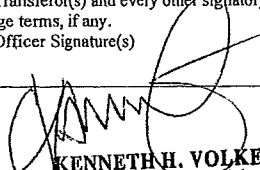
CITY OF VANCOUVER**453 WEST 12TH AVENUE****VANCOUVER****V5Y 1V4****BRITISH COLUMBIA****CANADA**

7. ADDITIONAL OR MODIFIED TERMS:

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)



KENNETH H. VOLKENANT
Barrister & Solicitor
 #211 - 17660 - 65A Avenue
 Surrey, BC V3S 5N4
 Tel: 604-953-1500


Execution Date

Y	M	D
19	10	11

Transferor(s) Signature(s)

**THE FINNISH CANADIAN REST
 HOME ASSOCIATION, by its
 authorized signatory(ies):**


 Print Name: **JARI VUORENSIVU**


 Print Name: **Raimo Leiva**

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.

PAGE 2 of 14 PAGES

Transferor / Borrower / Party Signature(s)

Print Name: _____

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.

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)

2130-2288 HARRISON DRIVE

WHEREAS:

A. It is understood and agreed that this instrument and Agreement shall be read as follows:

- (i) the Transferor, THE FINNISH CANADIAN REST HOME ASSOCIATION, 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 owner of the Lands;

C. The Owner made an application to amend CD-1 (13A) District (the "Rezoning") to create sub-areas for each of the three properties in the district and to allow redevelopment on the middle property (2230 Harrison Drive) for a new six-storey building containing 72 units of social housing for seniors, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

"7. *Make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services (or successor in function) and the Director of Legal Services to enter into a Housing Agreement for the subject site (Lot F) securing all dwelling units as social housing for 60 years or the life of the building, whichever is greater, which will contain the following terms and conditions:*

- (i) *a no separate-sales covenant;*
- (ii) *a no stratification covenant;*
- (iii) *a provision that none of the dwelling units in the building will be rented for less than one month at a time;*
- (iv) *requiring all dwelling units to be used for "social housing", as that term is defined in the Vancouver Development Cost Levy By-law No. 9755;*
- (v) *including such other terms and conditions as the Director of Legal Services and the General Manager of Community Services may require.*

Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City by by-law enacted pursuant to Section 565.2 of the Vancouver Charter and a covenant pursuant to Section 219 of the Land Title Act."

(the "Social Housing Condition"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Social 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 New 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) "City" and "City of Vancouver" are defined in Recital A(ii);
- (c) "City Manager" means the chief administrator from time to time of the City and his/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) "Commencement Date" means the date as of which this Agreement has been submitted to the Land Title Office ;
- (f) "Development" means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (g) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (h) "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;
- (i) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

- (j) "General Manager of Arts, Culture and Community Services" means the chief administrator from time to time of the Arts, Culture and Community Services Department of the City and his/her successors in function and their respective nominees;
- (k) "Housing Income Limit" or "HIL" means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Arts, Culture and Community Services);
- (l) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (m) "Lands" means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (n) "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;
- (o) "New Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (p) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (q) "Owner" means the Transferor, THE FINNISH CANADIAN REST HOME ASSOCIATION, and any successors in title to the Lands or a portion of the Lands;
- (r) "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, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (s) "Replacement Social Housing Unit" has the meaning ascribed to that term in section 2.1(b) and "Replacement Social Housing Units" means all of such units;

- (t) "*Residential Tenancy Act*" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (u) "*Rezoning*" means the rezoning of the Lands as described in Recital C;
- (v) "*Social Housing*" has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (w) "*Social Housing Condition*" has the meaning ascribed to that term in Recital C;
- (x) "*Social Housing Units*" has the meaning ascribed to that term in Section 2.1(b), and "*Social Housing Unit*" means any one of such Social Housing Units;
- (y) "*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 New Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (z) "*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 New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building such number of Dwelling Units as approved in the Development Permit, all of which will be for use only as Social Housing (the "Social Housing Units"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s)

{01132215v3}

Housing Agreement (Social Housing)
2130 - 2288 Harrison Drive

will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "Replacement Social Housing Unit") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;

- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term:
 - (i) not less than 30% of the Social Housing Units will be:
 - A. occupied only by households with incomes below the then current applicable HIL; and
 - B. each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit; and
 - (ii) the Social Housing Units will be occupied by occupants who are aged 55 or older;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (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 Social Housing Unit to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City, a non-profit corporation or society that is affiliated with the Owner and is permitted to own the Social Housing Units in accordance with the definition of Social Housing herein, or it otherwise obtains the express written consent of the City;
- (g) 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;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands 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, the Social 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;
- (j) throughout the Term, it will insure, or cause to be insured, the Lands and the New 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 New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New 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 OCCUPANCY RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) 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 has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
 - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit and which rents will comply with those applicable to the Social Housing Units; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the Building or any part thereof, notwithstanding completion of construction of the Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of ARTICLE 6, 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 for the Building until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
RECORD KEEPING**

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will 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 5
ENFORCEMENT**

- 5.1 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 6
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 3.2, 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 6 will be both personal covenants of the Owner (subject to Section 8.1) and integral parts of the Section 219 covenants granted in this Agreement.

6.2 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 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(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 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(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.

6.3 Survival of Release and Indemnities. The release and indemnities in this Article 5 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 7 NOTICES

- 7.1 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 General Manager of Arts, Culture and Community Services and the Director of Legal Services

- (b) If to the Owner:

The Finnish Canadian Rest Home Association
2288 Harrison Drive
Vancouver, British Columbia
V5P 2P6

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 8 MISCELLANEOUS

- 8.1 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. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.

- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 Further Assurances. The Owner will 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 including all 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*.

- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 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.
- 8.9 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.

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

END OF DOCUMENT

EXPLANATION**Heritage Designation By-law
Re: 4727 West 2nd Avenue**

At a Public Hearing on July 9, 2019, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 4727 West 2nd Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
November 5, 2019

HC.

4727 West 2nd Avenue
(Edith and Patrick McGeer Residence)

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 and exterior
building materials of
the heritage building
(Edith and Patrick McGeer
Residence)

4727 West 2nd Avenue
Vancouver, B.C.

PID: 010-866-566
AMENDED LOT 14
(SEE 371925L)
BLOCK 4
DISTRICT LOT 140
PLAN 6583

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 , 2019

Mayor

City Clerk

EXPLANATION**By-law to amend Parking Meter By-law No. 2952
Regarding Commercial Vehicle Permits**

Following the Council Meeting on November 5, 2019, Council resolved to amend the Parking Meter By-law No. 2952 regarding Commercial Vehicle Permits. Enactment of the attached By-law will implement Council's resolution of November 5, 2019.

Director of Legal Services
November 5, 2019

C.

BY-LAW NO.

**A By-law to amend Parking Meter By-law No. 2952
Regarding Commercial Vehicle Permits**

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

1. This by-law amends the indicated provisions of the Parking Meter By-law No. 2952.
2. Council amends section 6(4) by striking out “, as the same are defined in the Street and Traffic By-law,” and substituting “displaying a valid permit obtained under section 21.6 or 21.6A of the Street and Traffic By-law”.
3. 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.
4. This By-law is to come into force and take effect on January 1, 2020.

ENACTED by Council this day of , 2019

Mayor

City Clerk

EXPLANATION**By-law to amend Street and Traffic By-law No. 2849
Regarding Commercial Vehicle Permits**

Following the Council Meeting on November 5, 2019, Council resolved to amend the Street and Traffic By-law No. 2849 regarding Commercial Vehicle Permits. Enactment of the attached By-law will implement Council's resolution of November 5, 2019.

Director of Legal Services
November 5, 2019

HC.

BY-LAW NO.

**A By-law to amend Street and Traffic By-law No. 2849
Regarding Commercial Vehicle Permits**

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

1. This By-law amends the indicated provisions of the Street and Traffic By-law.
2. In section 3, Council:
 - (a) strikes out the definition of "Commercial Vehicle" and substitutes the following in the correct alphabetical order:

"Commercial Vehicle" means a vehicle defined as such and licensed under the Commercial Transport Act (BC), or a vehicle not so licensed but used for the collection or delivery, or both, of merchandise or another commodity in the ordinary course of a business."; and
 - (b) strikes out the definition of "Commercial Loading Zone" and substitutes the following in the correct alphabetical order:

"Commercial Loading Zone" means an area or space on a roadway to be used exclusively by commercial vehicles displaying a valid permit obtained under section 21.6 or 21.6A."
3. In section 19.2, Council:
 - (a) adds ", and who obtains a permit under section 21.6A and displays that permit in accordance with that section," after "on both sides of the vehicle";
 - (b) strikes out "during the actual loading or unloading of materials, merchandise or goods" and substitutes "while actively engaged in loading or unloading merchandise or other commodities,"; and
 - (c) strikes out "and a driver of a taxi cab may stop the vehicle in a lane while actually embarking or discharging passengers or goods" and substitutes "or passengers".
4. Council strikes out subsection 21.2(b) and substitutes the following:

"(b) a commercial vehicle displaying a valid permit obtained under section 21.6 or 21.6A may stop in a passenger zone before 12:00 noon on any day, for no more than 30 minutes, while actively engaged in loading or unloading merchandise or other commodities, or passengers; and"
5. In section 21.5, Council:
 - (a) adds "and the permit obtained under section 21.6A and displayed in accordance with that section" after "as set out in section 19.2"; and
 - (b) strikes out "materials" and substitutes "merchandise or other commodities, or passengers,".

6. In section 21.6, Council:

- (a) strikes out "Chief License Inspector of the City" and substitutes "City Engineer";
- (b) strikes out "or decal" and substitutes "and decal"; and
- (c) strikes out "The annual fee for the permit is \$200.00. The replacement fee for a lost permit is \$11.59." and substitutes the following:

"The annual fee for the permit is \$200.00, plus the following, as applicable:

Gross Vehicle Weight Fee

Up to 2,800 kilograms.....	\$25.00
2,801 to 11,800 kilograms.....	\$30.00
11,801 to 20,000 kilograms.....	\$35.00
20,001 kilograms and over.....	\$40.00

The replacement fee for a lost plate is \$11.83, and the replacement fee for a lost decal is \$6.25".

7. Council adds a new section 21.6A as follows:

"21.6A Where a person displays the permanent signage referred to in section 19.2, such person must obtain a permit from the City Engineer for the purposes of section 19.2 and 21.5. The permit shall consist of a decal which shall at all times be kept securely fashioned to the front of the vehicle for which it is issued. The annual fee for the permit, and the replacement fee for a lost permit, shall be as follows:

Gross Vehicle Weight Fee

Up to 2,800 kilograms.....	\$25.00
2,801 to 11,800 kilograms.....	\$30.00
11,801 to 20,000 kilograms.....	\$35.00
20,001 kilograms and over.....	\$40.00

Replacement Fee..... \$6.25".

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

9. This By-law is to come into force and take effect January 1, 2020.

ENACTED by Council this day of , 2019

Mayor

City Clerk

EXPLANATION**A By-law to Repeal the Vehicle Licensing By-law No. 4021**

Following the Council Meeting on November 5, 2019, Council resolved to repeal the Vehicle Licensing By-law No. 4021. Enactment of the attached By-law will implement Council's resolution of November 5, 2019.

Director of Legal Services
November 5, 2019

He.

BY-LAW NO. _____

A By-law to Repeal the Vehicle Licensing By-law No. 4021

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

1. Council repeals Vehicle Licensing By-law No. 4021.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on December 31, 2019.

ENACTED by Council this _____ day of _____, 2019

Mayor

City Clerk