

## IN-CAMERA COUNCIL MEETING

NOVEMBER 8, 2022

### DECISION RELEASE

#### **Licence Agreement Terms for two sites as part of Temporary Modular Shelter - East Hastings Encampment Response: (1) a portion of 1500 Main Street and 1591 Western Street, and (2) a portion of 2132 Ash Street and 525 West 2nd Avenue**

- A. THAT Council approve the Provincial Rental Housing Corporation (“PRHC”) as the licensee of two City-owned sites, the first located on a portion of 1500 Main Street and 1591 Western Street, legally described as:

PIDs: 011-086-947, 011-086-963, 011-086-971, 011-086-980, Lots 10-13, all Block A2 District Lot 2037 Plan 5703

and the second located on a portion of 2132 Ash Street and 525 West 2<sup>nd</sup> Avenue, legally described as:

PID: 023-421-061

Parcel 186, Except Part In Plan LMP28217, False Creek, New Westminster District, Plan LMP28216; and

PID: 023-421-070

Parcel 187, Except Part in Plan LMP28217, False Creek New Westminster District Plan LMP28216

(each a “Site” and together, the “**Sites**”)

- B. THAT, if A above is approved, Council authorize the Director, Real Estate Services to negotiate and execute a licence agreement (each a “Licence”) of each Site with PRHC, to enable the construction, operation and deconstruction of temporary modular emergency shelters (the “Project”) on the following terms:
- i) An initial term of 3 years (the “Initial Term”) and thereafter, at the City’s sole discretion, on a year-to-year basis to a maximum of 5 years inclusive of the Initial Term;
  - ii) A nominal prepaid basic rent of \$10.00 plus applicable property taxes or an amount equivalent to property taxes;
  - iii) PRHC as licensee must only use the Sites for Project-related due diligence and preparations, construction, operation, and deconstruction of temporary modular emergency shelters, along with ancillary uses required for that operation (outdoor amenity space, parking etc);
  - iv) Pay to the City as licensor (the “Licensor”) an amount equal to all costs and expenses incurred by the Licensor (and any affiliate of the Licensor, including the Vancouver Affordable Housing Agency Ltd.) in connection with the Project;

- v) Develop a Management Plan for the construction, management, operations, maintenance, repair and supervision of the Project;
  - vi) All such other terms and conditions as are considered reasonable, satisfactory and consistent with the above terms and conditions and those referred to in this report by the General Manager of Arts, Culture and Community Services, the General Manager of Real Estate and Facilities Management, the Director of Finance, and the Director of Legal Services.
- C. THAT, prior to its execution by the Director, Real Estate Services, such Licence be approved by the General Manager of Arts, Culture and Community Services, the General Manager of Real Estate and Facilities Management, the Director of Finance, and the Director of Legal Services.
- D. THAT Council's decision to commence negotiations and execute the Licences will not, in any way, limit Council or the City and its officials in exercising their regulatory discretion in respect of any permitting of the Sites or the operation of the temporary emergency shelters thereon.
- E. THAT no legal rights or obligations will arise or be created by Council's adoption of A and B above unless and until all legal documentation has been executed and delivered by the City and PRHC.
- F. THAT, following the execution of the Licences, the Director, Real Estate Services, subject to the prior approval of the General Manager of Arts Culture and Community Services, Director of Finance and Director of Legal Services, be authorized to negotiate and execute all such further amendments to the Licences and ancillary legal documents as are consistent with the terms and conditions set out in the Report dated November 1, 2022, entitled "Licence Agreement Terms for two sites as part of Temporary Modular Shelter - East Hastings Encampment Response: (1) a portion of 1500 Main Street and 1591 Western Street, and (2) a portion of 2132 Ash Street and 525 West 2nd Avenue", including permitting PRHC to name an operator(s) of the temporary modular emergency shelters (provided PRHC remains fully legally liable to the City for all obligations under the Licences), and such other administrative modifications and amendments as are considered reasonable and consistent with the objectives of the above-noted Report.

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