

## EXPLANATION

### **Designation of an area described as Chinatown as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of February 27, 2024 to re-designate (renew) Chinatown as a business improvement area with a 7-year funding ceiling of \$4,078,742.00 for a further term from April 1, 2024 to March 31, 2031.

Director of Legal Services  
March 12, 2024





**Chinatown B.I.A.**



**EXPLANATION****2024 Grant Allocation By-law  
Vancouver Chinatown BIA Society**

Following the Council meeting on February 27, 2024, Council approved a 7-year (2024-2031) funding-ceiling of \$4,078,742.00 for the Chinatown Business Improvement Area. Enactment of the attached by-law, after the enactment of the 2024 Chinatown BIA Designation By-law, will accomplish Council's resolution.

Director of Legal Services  
March 12, 2024



**BY-LAW NO. \_\_\_\_\_**

**A By-law to Grant Money for a Business Promotion Scheme  
in the Chinatown Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2024 Chinatown Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Vancouver Chinatown BIA Society;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Chinatown Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for at least one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Chinatown Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days’ notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with an annotated and itemized text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the by-laws of the Association must include:
  - (i) provisions to require that the elected directors of the Association include at least one owner and at least one tenant, or their authorized representative,
  - (ii) provisions for distribution, in the event of dissolution of the Association of any remaining grant money, after payment of liabilities, as follows:
    - (A) to a not-for-profit society having similar purposes,
    - (B) pro-rata to the owners, or
    - (C) a method acceptable to the Director;
- (e) the by-laws of the Association must not include:
  - (i) provisions that, in the opinion of the Director, create inequitable voting rights among members or classes of members, or between the general membership and the board of directors,
  - (ii) provisions that would permit an elected director, or a director appointed to fill a vacancy, to receive a salary or remuneration for serving as a director, or
  - (iii) provisions that would limit the ability to conduct virtual meetings;
- (f) the grant money must only be spent by the Association;

- (g) the Association must only spend the grant money for a business promotion scheme which scheme may include the provision of grant money by the Association to owners or tenants in the business improvement area in support of a business promotion scheme;
- (h) on or before November 30 of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (i) on or before September 30th of each year, the Association must submit the Association's audited financial statements to the Director;
- (j) the Association must keep grant money and revenue derived from grant money in a separate general ledger account or sub-ledger account;
- (k) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (l) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (m) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (n) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5,000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (o) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (p) the Association must give notice of every general meeting to all owners and tenants, or their authorized representative, together with the proposed budget, the

audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (q) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants, or their authorized representative, in accordance with subsection (p), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (r) notice of a general meeting:
  - (i) if sent to owners or their authorized representative, by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to owners, tenants, or the authorized representative of owners or tenants, or the Director, by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (s) the quorum at a general meeting must be 15 members present in person or by proxy, provided that no fewer than eight members be present in person;
- (t) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (u) owner and tenant data provided from time to time by the Director to the Association may contain personal information that is protected under the Freedom of Information and Protection of Privacy Act, and whether provided in print, electronic or other format, the Association must:
  - (i) only use such personal information for the purpose provided,
  - (ii) not disclose such personal information to third parties,
  - (iii) store such personal information securely, and
  - (iv) destroy such personal information when it is no longer needed.

5. The Association must comply with all the provisions of this By-law.



**EXPLANATION****Designation of an area described as  
Fraser Street as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of February 27, 2024 to re-designate (renew) Fraser Street as a business improvement area with a 5-year funding ceiling of \$1,050,000.00 for a further term from April 1, 2024 to March 31, 2029.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Designate a Business Improvement Area  
in that area of the City known as Fraser Street**

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

1. The name of this by-law, for citation, is the “2024 Fraser Street BIA Designation By-law”.
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this by-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$1,050,000.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This by-law is to come into force and take effect on April 1, 2024, and is to expire and have no further force or effect after March 31, 2029.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**Fraser Street B.I.A.**





**EXPLANATION****2024 Grant Allocation By-law  
South Hill (Fraser Street) Business Association**

Following the Council meeting on February 27, 2024, Council approved a 5-year (2024-2029) funding-ceiling of \$1,050,000.00 for the Fraser Street Business Improvement Area. Enactment of the attached by-law, after the enactment of the 2024 Fraser Street BIA Designation By-law, will accomplish Council's resolution.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Grant Money for a Business Promotion Scheme  
in the Fraser Street Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2024 Fraser Street Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the South Hill (Fraser Street) Business Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Fraser Street Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for at least one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Fraser Street Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days’ notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with an annotated and itemized text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the by-laws of the Association must include:
  - (i) provisions to require that the elected directors of the Association include at least one owner and at least one tenant, or their authorized representative,
  - (ii) provisions for distribution, in the event of dissolution of the Association of any remaining grant money, after payment of liabilities, as follows:
    - (A) to a not-for-profit society having similar purposes,
    - (B) pro-rata to the owners, or
    - (C) a method acceptable to the Director;
- (e) the by-laws of the Association must not include:
  - (i) provisions that, in the opinion of the Director, create inequitable voting rights among members or classes of members, or between the general membership and the board of directors,
  - (ii) provisions that would permit an elected director, or a director appointed to fill a vacancy, to receive a salary or remuneration for serving as a director, or
  - (iii) provisions that would limit the ability to conduct virtual meetings;
- (f) the grant money must only be spent by the Association;

- (g) the Association must only spend the grant money for a business promotion scheme which scheme may include the provision of grant money by the Association to owners or tenants in the business improvement area in support of a business promotion scheme;
- (h) on or before November 30 of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (i) on or before September 30th of each year, the Association must submit the Association's audited financial statements to the Director;
- (j) the Association must keep grant money and revenue derived from grant money in a separate general ledger account or sub-ledger account;
- (k) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (l) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (m) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (n) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5,000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (o) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (p) the Association must give notice of every general meeting to all owners and tenants, or their authorized representative, together with the proposed budget, the

audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (q) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants, or their authorized representative, in accordance with subsection (p), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (r) notice of a general meeting:
  - (i) if sent to owners or their authorized representative, by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to owners, tenants, or the authorized representative of owners or tenants, or the Director, by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (s) the quorum at a general meeting must be 15 members present in person or by proxy, provided that no fewer than eight members be present in person;
- (t) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (u) owner and tenant data provided from time to time by the Director to the Association may contain personal information that is protected under the Freedom of Information and Protection of Privacy Act, and whether provided in print, electronic or other format, the Association must:
  - (i) only use such personal information for the purpose provided,
  - (ii) not disclose such personal information to third parties,
  - (iii) store such personal information securely, and
  - (iv) destroy such personal information when it is no longer needed.

5. The Association must comply with all the provisions of this By-law.



## EXPLANATION

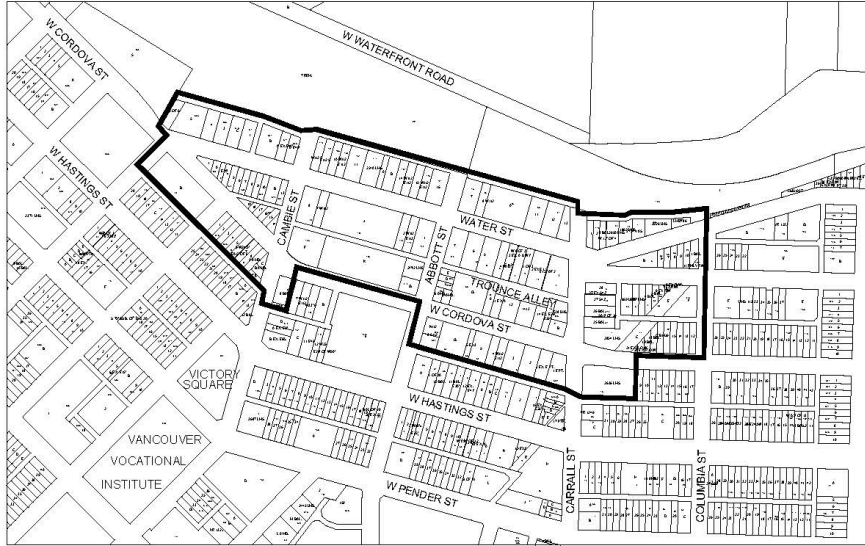
### **Designation of an area described as Gastown as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of February 27, 2024 to re-designate (renew) Gastown as a business improvement area with a 5-year funding ceiling of \$5,438,500.00 for a further term from April 1, 2024 to March 31, 2029.

Director of Legal Services  
March 12, 2024







**Gastown B.I.A.**



**EXPLANATION****2024 Grant Allocation By-law  
Gastown Business Improvement Society**

Following the Council meeting on February 27, 2024, Council approved a 5-year (2024-2029) funding-ceiling of \$5,438,500.00 for the Gastown Business Improvement Area. Enactment of the attached by-law, after the enactment of the 2024 Gastown BIA Designation By-law, will accomplish Council's resolution.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Grant Money for a Business Promotion Scheme  
in the Gastown Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2024 Gastown Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Gastown Business Improvement Society;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Gastown Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for at least one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Gastown Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days’ notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with an annotated and itemized text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the by-laws of the Association must include:
  - (i) provisions to require that the elected directors of the Association include at least one owner and at least one tenant, or their authorized representative,
  - (ii) provisions for distribution, in the event of dissolution of the Association of any remaining grant money, after payment of liabilities, as follows:
    - (A) to a not-for-profit society having similar purposes,
    - (B) pro-rata to the owners, or
    - (C) a method acceptable to the Director;
- (e) the by-laws of the Association must not include:
  - (i) provisions that, in the opinion of the Director, create inequitable voting rights among members or classes of members, or between the general membership and the board of directors,
  - (ii) provisions that would permit an elected director, or a director appointed to fill a vacancy, to receive a salary or remuneration for serving as a director, or
  - (iii) provisions that would limit the ability to conduct virtual meetings;
- (f) the grant money must only be spent by the Association;

- (g) the Association must only spend the grant money for a business promotion scheme which scheme may include the provision of grant money by the Association to owners or tenants in the business improvement area in support of a business promotion scheme;
- (h) on or before November 30 of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (i) on or before September 30th of each year, the Association must submit the Association's audited financial statements to the Director;
- (j) the Association must keep grant money and revenue derived from grant money in a separate general ledger account or sub-ledger account;
- (k) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (l) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (m) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (n) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5,000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (o) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (p) the Association must give notice of every general meeting to all owners and tenants, or their authorized representative, together with the proposed budget, the

audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (q) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants, or their authorized representative, in accordance with subsection (p), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (r) notice of a general meeting:
  - (i) if sent to owners or their authorized representative, by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to owners, tenants, or the authorized representative of owners or tenants, or the Director, by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (s) the quorum at a general meeting must be 15 members present in person or by proxy, provided that no fewer than eight members be present in person;
- (t) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (u) owner and tenant data provided from time to time by the Director to the Association may contain personal information that is protected under the Freedom of Information and Protection of Privacy Act, and whether provided in print, electronic or other format, the Association must:
  - (i) only use such personal information for the purpose provided,
  - (ii) not disclose such personal information to third parties,
  - (iii) store such personal information securely, and
  - (iv) destroy such personal information when it is no longer needed.

5. The Association must comply with all the provisions of this By-law.



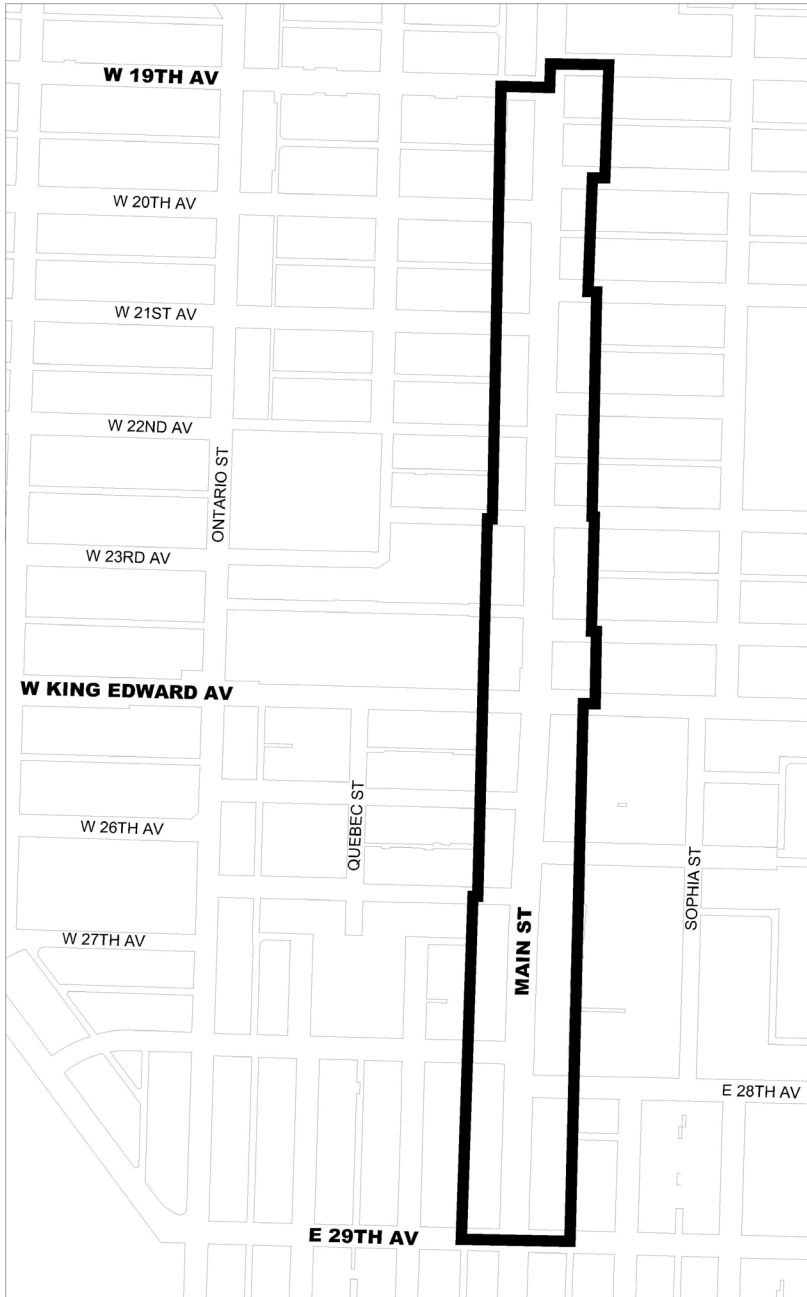
**EXPLANATION****Designation of an area described as  
Mount Pleasant Expansion as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of February 27, 2024, to designate Mount Pleasant Expansion as a business improvement area with a two-year funding ceiling of \$308,000.00, for the term April 1, 2024 to March 31, 2026.

Director of Legal Services  
March 12, 2024







**Mount Pleasant South Expansion Area**



**EXPLANATION****2024 Grant Allocation By-law  
Mount Pleasant Commercial Improvement Society**

Following the Council meeting on February 27, 2024, Council approved a 2-year (2024-2026) funding-ceiling of \$308,000.00 for the Mount Pleasant Expansion Business Improvement Area. Enactment of the attached by-law, after the enactment of the 2024 Mount Pleasant Expansion BIA Designation By-law, will accomplish Council's resolution.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Grant Money for a Business Promotion Scheme  
in the Mount Pleasant Expansion Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2024 Mount Pleasant Expansion Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Mount Pleasant Commercial Improvement Society;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Mount Pleasant Expansion Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for at least one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Mount Pleasant Expansion Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days’ notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with an annotated and itemized text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the by-laws of the Association must include:
  - (i) provisions to require that the elected directors of the Association include at least one owner and at least one tenant, or their authorized representative,
  - (ii) provisions for distribution, in the event of dissolution of the Association of any remaining grant money, after payment of liabilities, as follows:
    - (A) to a not-for-profit society having similar purposes,
    - (B) pro-rata to the owners, or
    - (C) a method acceptable to the Director;
- (e) the by-laws of the Association must not include:
  - (i) provisions that, in the opinion of the Director, create inequitable voting rights among members or classes of members, or between the general membership and the board of directors,
  - (ii) provisions that would permit an elected director, or a director appointed to fill a vacancy, to receive a salary or remuneration for serving as a director, or
  - (iii) provisions that would limit the ability to conduct virtual meetings;
- (f) the grant money must only be spent by the Association;

- (g) the Association must only spend the grant money for a business promotion scheme which scheme may include the provision of grant money by the Association to owners or tenants in the business improvement area in support of a business promotion scheme;
- (h) on or before November 30 of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (i) on or before September 30th of each year, the Association must submit the Association's audited financial statements to the Director;
- (j) the Association must keep grant money and revenue derived from grant money in a separate general ledger account or sub-ledger account;
- (k) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (l) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (m) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (n) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5,000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (o) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (p) the Association must give notice of every general meeting to all owners and tenants, or their authorized representative, together with the proposed budget, the

audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (q) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants, or their authorized representative, in accordance with subsection (p), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (r) notice of a general meeting:
  - (i) if sent to owners or their authorized representative, by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to owners, tenants, or the authorized representative of owners or tenants, or the Director, by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (s) the quorum at a general meeting must be 15 members present in person or by proxy, provided that no fewer than eight members be present in person;
- (t) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (u) owner and tenant data provided from time to time by the Director to the Association may contain personal information that is protected under the Freedom of Information and Protection of Privacy Act, and whether provided in print, electronic or other format, the Association must:
  - (i) only use such personal information for the purpose provided,
  - (ii) not disclose such personal information to third parties,
  - (iii) store such personal information securely, and
  - (iv) destroy such personal information when it is no longer needed.

5. The Association must comply with all the provisions of this By-law.





**EXPLANATION****Designation of an area described as  
Point Grey Village as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of February 27, 2024 to re-designate (renew) Point Grey Village as a business improvement area with a 5-year funding ceiling of \$1,378,125.00 for a further term from April 1, 2024 to March 31, 2029.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Designate a  
Business Improvement Area in that area of the  
City known as Point Grey Village**

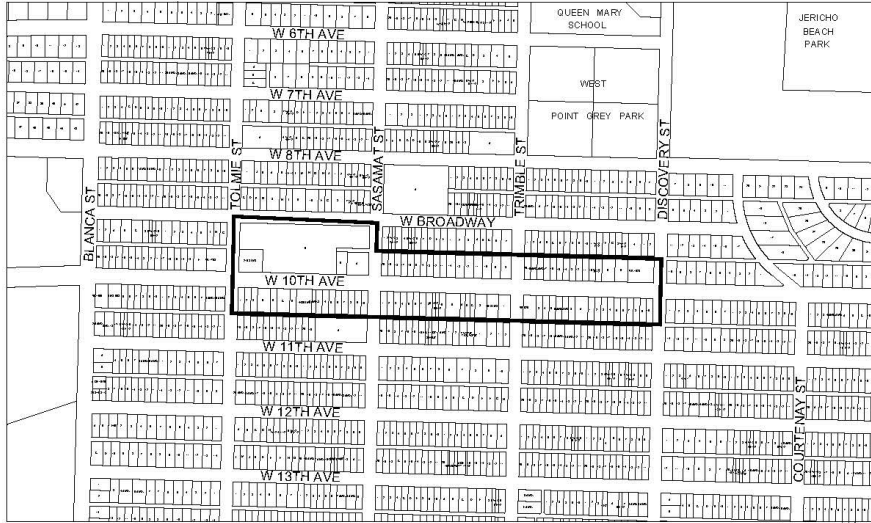
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this by-law, for citation, is the “2024 Point Grey Village BIA Designation By-law”.
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this by-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$1,378,125.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This by-law is to come into force and take effect on April 1, 2024, and is to expire and have no further force or effect after March 31, 2029.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



Point Grey Village B.I.A.



## EXPLANATION

### **2024 Grant Allocation By-law Point Grey Village Business Association**

Following the Council meeting on February 27, 2024, Council approved a 5-year (2024-2029) funding-ceiling of \$1,378,125.00 for the Point Grey Village Business Improvement Area. Enactment of the attached by-law, after the enactment of the 2024 Point Grey Village BIA Designation By-law, will accomplish Council's resolution.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Grant Money for a Business Promotion Scheme  
in the Point Grey Village Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2024 Point Grey Village Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Point Grey Village Business Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Point Grey Village Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for at least one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Point Grey Village Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days’ notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with an annotated and itemized text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the by-laws of the Association must include:
  - (i) provisions to require that the elected directors of the Association include at least one owner and at least one tenant, or their authorized representative,
  - (ii) provisions for distribution, in the event of dissolution of the Association of any remaining grant money, after payment of liabilities, as follows:
    - (A) to a not-for-profit society having similar purposes,
    - (B) pro-rata to the owners, or
    - (C) a method acceptable to the Director;
- (e) the by-laws of the Association must not include:
  - (i) provisions that, in the opinion of the Director, create inequitable voting rights among members or classes of members, or between the general membership and the board of directors,
  - (ii) provisions that would permit an elected director, or a director appointed to fill a vacancy, to receive a salary or remuneration for serving as a director, or
  - (iii) provisions that would limit the ability to conduct virtual meetings;
- (f) the grant money must only be spent by the Association;

- (g) the Association must only spend the grant money for a business promotion scheme which scheme may include the provision of grant money by the Association to owners or tenants in the business improvement area in support of a business promotion scheme;
- (h) on or before November 30 of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (i) on or before September 30th of each year, the Association must submit the Association's audited financial statements to the Director;
- (j) the Association must keep grant money and revenue derived from grant money in a separate general ledger account or sub-ledger account;
- (k) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (l) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (m) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (n) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5,000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (o) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (p) the Association must give notice of every general meeting to all owners and tenants, or their authorized representative, together with the proposed budget, the

audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (q) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants, or their authorized representative, in accordance with subsection (p), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (r) notice of a general meeting:
  - (i) if sent to owners or their authorized representative, by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to owners, tenants, or the authorized representative of owners or tenants, or the Director, by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (s) the quorum at a general meeting must be 15 members present in person or by proxy, provided that no fewer than eight members be present in person;
- (t) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (u) owner and tenant data provided from time to time by the Director to the Association may contain personal information that is protected under the Freedom of Information and Protection of Privacy Act, and whether provided in print, electronic or other format, the Association must:
  - (i) only use such personal information for the purpose provided,
  - (ii) not disclose such personal information to third parties,
  - (iii) store such personal information securely, and
  - (iv) destroy such personal information when it is no longer needed.

5. The Association must comply with all the provisions of this By-law.





## EXPLANATION

### **Designation of an area described as South Granville as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of February 27, 2024 to re-designate (renew) South Granville as a business improvement area with a 5-year funding ceiling of \$\$6,000,000.00 for a further term from April 1, 2024 to March 31, 2029.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Designate a Business  
Improvement Area in that area of the  
City known as South Granville**

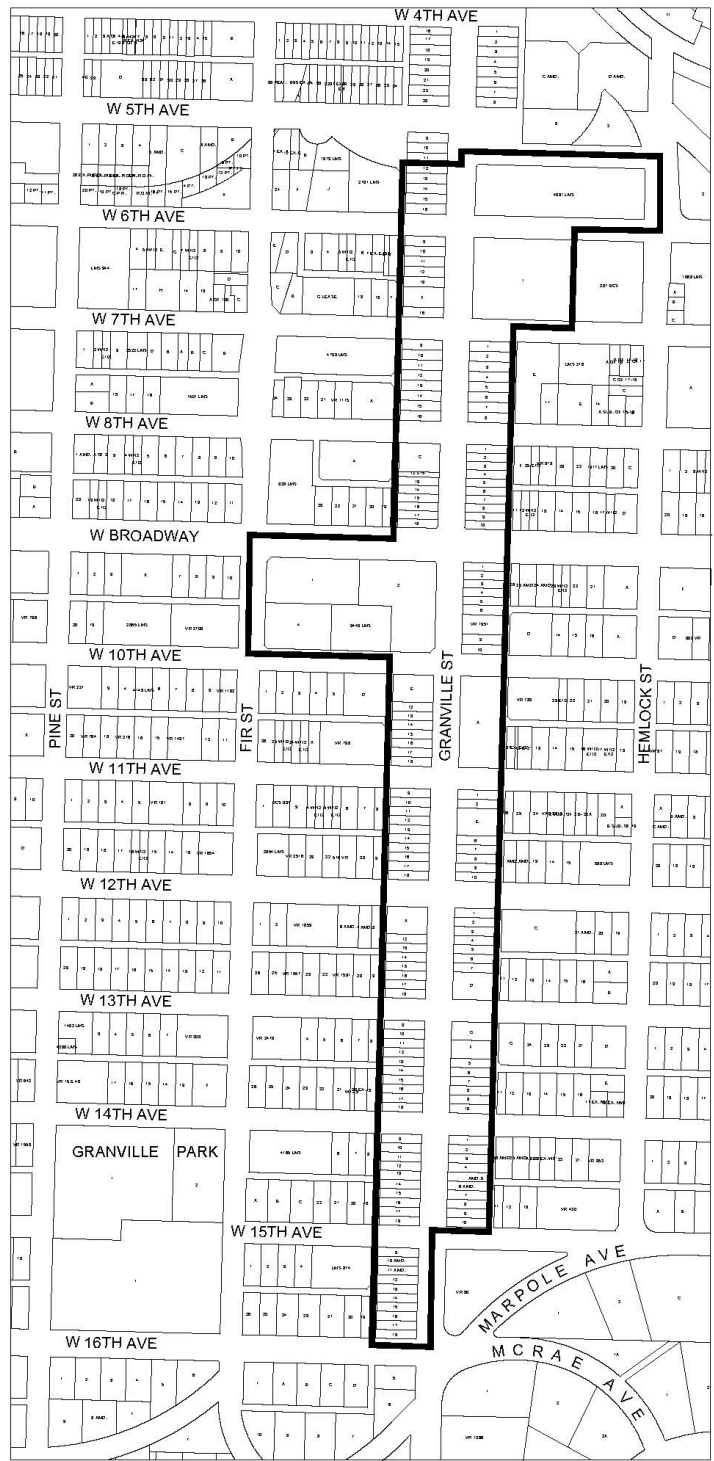
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this by-law, for citation, is the “2024 South Granville BIA Designation By-law”.
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this by-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$6,000,000.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This by-law is to come into force and take effect on April 1, 2024, and is to expire and have no further force or effect after March 31, 2029.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**South Granville B.I.A.**



**EXPLANATION****2024 Grant Allocation By-law  
South Granville Business Improvement Association**

Following the Council meeting on February 27, 2024, Council approved a 5-year (2024-2029) funding-ceiling of \$6,000,000.00 for the South Granville Business Improvement Area. Enactment of the attached by-law, after the enactment of the 2024 South Granville BIA Designation By-law, will accomplish Council's resolution.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Grant Money for a Business Promotion Scheme  
in the South Granville Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2024 South Granville Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the South Granville Business Improvement Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the South Granville Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for at least one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the South Granville Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days’ notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with an annotated and itemized text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the by-laws of the Association must include:
  - (i) provisions to require that the elected directors of the Association include at least one owner and at least one tenant, or their authorized representative,
  - (ii) provisions for distribution, in the event of dissolution of the Association of any remaining grant money, after payment of liabilities, as follows:
    - (A) to a not-for-profit society having similar purposes,
    - (B) pro-rata to the owners, or
    - (C) a method acceptable to the Director;
- (e) the by-laws of the Association must not include:
  - (i) provisions that, in the opinion of the Director, create inequitable voting rights among members or classes of members, or between the general membership and the board of directors,
  - (ii) provisions that would permit an elected director, or a director appointed to fill a vacancy, to receive a salary or remuneration for serving as a director, or
  - (iii) provisions that would limit the ability to conduct virtual meetings;
- (f) the grant money must only be spent by the Association;

- (g) the Association must only spend the grant money for a business promotion scheme which scheme may include the provision of grant money by the Association to owners or tenants in the business improvement area in support of a business promotion scheme;
- (h) on or before November 30 of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (i) on or before September 30th of each year, the Association must submit the Association's audited financial statements to the Director;
- (j) the Association must keep grant money and revenue derived from grant money in a separate general ledger account or sub-ledger account;
- (k) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (l) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (m) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (n) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5,000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (o) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (p) the Association must give notice of every general meeting to all owners and tenants, or their authorized representative, together with the proposed budget, the



audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (q) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants, or their authorized representative, in accordance with subsection (p), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (r) notice of a general meeting:
  - (i) if sent to owners or their authorized representative, by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to owners, tenants, or the authorized representative of owners or tenants, or the Director, by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (s) the quorum at a general meeting must be 15 members present in person or by proxy, provided that no fewer than eight members be present in person;
- (t) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (u) owner and tenant data provided from time to time by the Director to the Association may contain personal information that is protected under the Freedom of Information and Protection of Privacy Act, and whether provided in print, electronic or other format, the Association must:
  - (i) only use such personal information for the purpose provided,
  - (ii) not disclose such personal information to third parties,
  - (iii) store such personal information securely, and
  - (iv) destroy such personal information when it is no longer needed.

5. The Association must comply with all the provisions of this By-law.



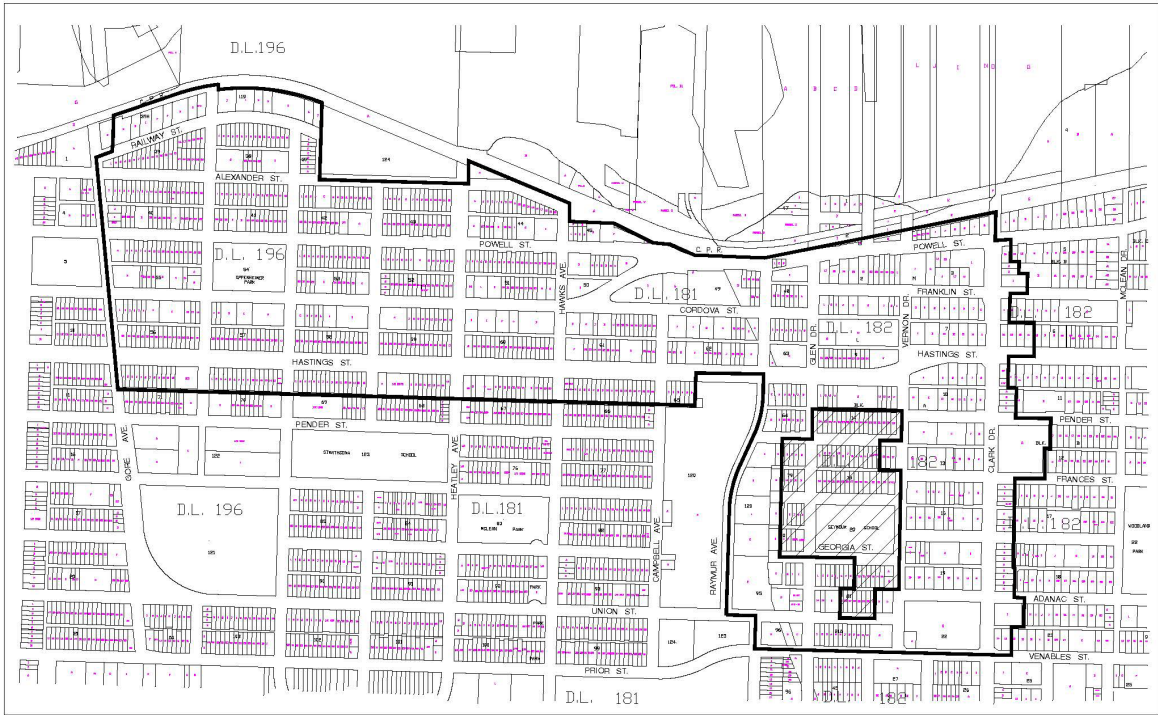
## EXPLANATION

### **Designation of an area described as Strathcona as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of February 27, 2024 to re-designate (renew) Strathcona as a business improvement area with a 7-year funding ceiling of \$9,273,673.00 for a further term from April 1, 2024 to March 31, 2031.

Director of Legal Services  
March 12, 2024





**Strathcona B.I.A.**



## EXPLANATION

### **2024 Grant Allocation By-law Strathcona Business Improvement Association**

Following the Council meeting on February 27, 2024, Council approved a 7-year (2024-2031) funding-ceiling of \$9,273,673.00 for the Strathcona Business Improvement Area. Enactment of the attached by-law, after the enactment of the 2024 Strathcona BIA Designation By-law, will accomplish Council's resolution.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Grant Money for a Business Promotion Scheme  
in the Strathcona Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2024 Strathcona Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Strathcona Business Improvement Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Strathcona Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for at least one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Strathcona Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days’ notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with an annotated and itemized text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the by-laws of the Association must include:
  - (i) provisions to require that the elected directors of the Association include at least one owner and at least one tenant, or their authorized representative,
  - (ii) provisions for distribution, in the event of dissolution of the Association of any remaining grant money, after payment of liabilities, as follows:
    - (A) to a not-for-profit society having similar purposes,
    - (B) pro-rata to the owners, or
    - (C) a method acceptable to the Director;
- (e) the by-laws of the Association must not include:
  - (i) provisions that, in the opinion of the Director, create inequitable voting rights among members or classes of members, or between the general membership and the board of directors,
  - (ii) provisions that would permit an elected director, or a director appointed to fill a vacancy, to receive a salary or remuneration for serving as a director, or
  - (iii) provisions that would limit the ability to conduct virtual meetings;
- (f) the grant money must only be spent by the Association;



- (g) the Association must only spend the grant money for a business promotion scheme which scheme may include the provision of grant money by the Association to owners or tenants in the business improvement area in support of a business promotion scheme;
- (h) on or before November 30 of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (i) on or before September 30th of each year, the Association must submit the Association's audited financial statements to the Director;
- (j) the Association must keep grant money and revenue derived from grant money in a separate general ledger account or sub-ledger account;
- (k) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (l) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (m) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (n) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5,000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (o) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (p) the Association must give notice of every general meeting to all owners and tenants, or their authorized representative, together with the proposed budget, the

audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (q) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants, or their authorized representative, in accordance with subsection (p), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (r) notice of a general meeting:
  - (i) if sent to owners or their authorized representative, by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to owners, tenants, or the authorized representative of owners or tenants, or the Director, by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (s) the quorum at a general meeting must be 15 members present in person or by proxy, provided that no fewer than eight members be present in person;
- (t) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (u) owner and tenant data provided from time to time by the Director to the Association may contain personal information that is protected under the Freedom of Information and Protection of Privacy Act, and whether provided in print, electronic or other format, the Association must:
  - (i) only use such personal information for the purpose provided,
  - (ii) not disclose such personal information to third parties,
  - (iii) store such personal information securely, and
  - (iv) destroy such personal information when it is no longer needed.

5. The Association must comply with all the provisions of this By-law.



## EXPLANATION

### **Designation of an area described as Victoria Drive as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of February 27, 2024 to re-designate (renew) Victoria Drive as a business improvement area with a 5-year funding ceiling of \$1,366,116.00 for a further term from April 1, 2024 to March 31, 2029.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Designate a Business  
Improvement Area in that area of the  
City known as Victoria Drive**

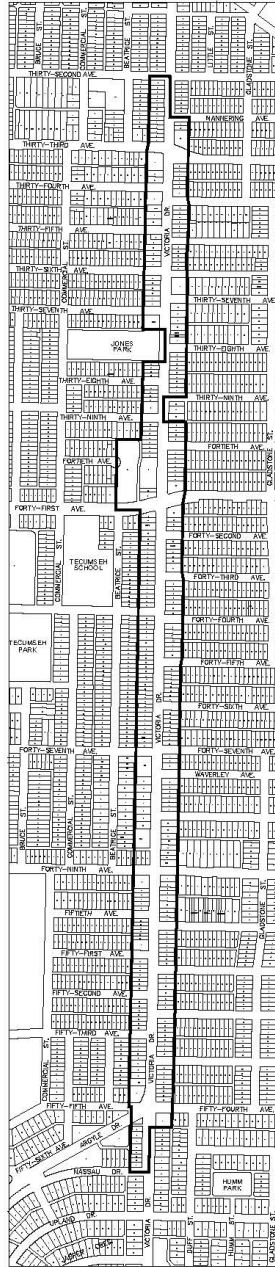
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this by-law, for citation, is the “2024 Victoria Drive BIA Designation By-law”.
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this by-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$1,366,116.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This by-law is to come into force and take effect on April 1, 2024, and is to expire and have no further force or effect after March 31, 2029.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**Victoria Dr. B.I.A.**

## EXPLANATION

### **2024 Grant Allocation By-law Victoria Drive Business Improvement Association**

Following the Council meeting on February 27, 2024, Council approved a 5-year (2024-2029) funding-ceiling of \$1,366,116.00 for the Victoria Drive Business Improvement Area. Enactment of the attached by-law, after the enactment of the 2024 Victoria Drive BIA Designation By-law, will accomplish Council's resolution.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Grant Money for a Business Promotion Scheme  
in the Victoria Drive Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2024 Victoria Drive Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Victoria Drive Business Improvement Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Victoria Drive Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for at least one director;



“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Victoria Drive Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days’ notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with an annotated and itemized text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the by-laws of the Association must include:
  - (i) provisions to require that the elected directors of the Association include at least one owner and at least one tenant, or their authorized representative,
  - (ii) provisions for distribution, in the event of dissolution of the Association of any remaining grant money, after payment of liabilities, as follows:
    - (A) to a not-for-profit society having similar purposes,
    - (B) pro-rata to the owners, or
    - (C) a method acceptable to the Director;
- (e) the by-laws of the Association must not include:
  - (i) provisions that, in the opinion of the Director, create inequitable voting rights among members or classes of members, or between the general membership and the board of directors,
  - (ii) provisions that would permit an elected director, or a director appointed to fill a vacancy, to receive a salary or remuneration for serving as a director, or
  - (iii) provisions that would limit the ability to conduct virtual meetings;
- (f) the grant money must only be spent by the Association;

- (g) the Association must only spend the grant money for a business promotion scheme which scheme may include the provision of grant money by the Association to owners or tenants in the business improvement area in support of a business promotion scheme;
- (h) on or before November 30 of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (i) on or before September 30th of each year, the Association must submit the Association's audited financial statements to the Director;
- (j) the Association must keep grant money and revenue derived from grant money in a separate general ledger account or sub-ledger account;
- (k) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (l) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (m) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (n) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5,000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (o) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (p) the Association must give notice of every general meeting to all owners and tenants, or their authorized representative, together with the proposed budget, the

audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (q) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants, or their authorized representative, in accordance with subsection (p), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (r) notice of a general meeting:
  - (i) if sent to owners or their authorized representative, by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to owners, tenants, or the authorized representative of owners or tenants, or the Director, by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (s) the quorum at a general meeting must be 15 members present in person or by proxy, provided that no fewer than eight members be present in person;
- (t) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (u) owner and tenant data provided from time to time by the Director to the Association may contain personal information that is protected under the Freedom of Information and Protection of Privacy Act, and whether provided in print, electronic or other format, the Association must:
  - (i) only use such personal information for the purpose provided,
  - (ii) not disclose such personal information to third parties,
  - (iii) store such personal information securely, and
  - (iv) destroy such personal information when it is no longer needed.

5. The Association must comply with all the provisions of this By-law.



## EXPLANATION

### **Designation of an area described as Yaletown as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of February 27, 2024 to re-designate (renew) Yaletown as a business improvement area with a 5-year funding ceiling of \$5,957,660.00 for a further term from April 1, 2024 to March 31, 2029.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Designate a Business  
Improvement Area in that area of the  
City known as Yaletown**

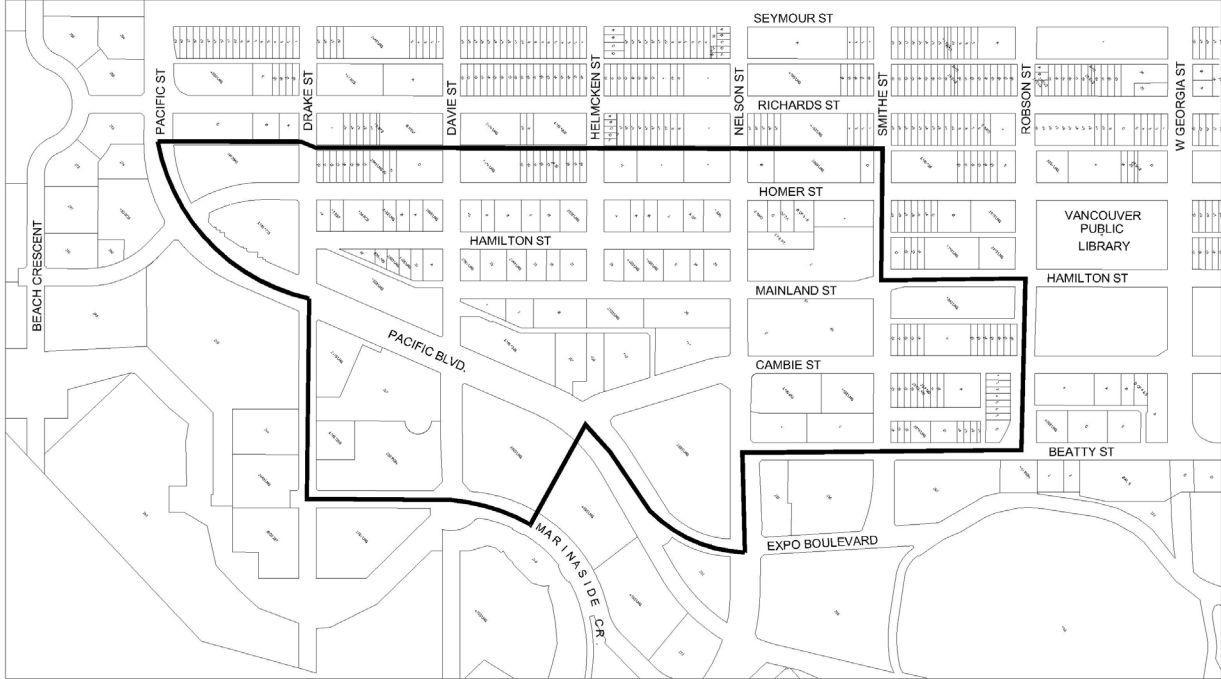
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this by-law, for citation, is the “2024 Yaletown BIA Designation By-law”.
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this by-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$5,957,660.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This by-law is to come into force and take effect on April 1, 2024, and is to expire and have no further force or effect after March 31, 2029.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# Yaletown B.I.A.



## EXPLANATION

### **2024 Grant Allocation By-law Yaletown Business Improvement Association**

Following the Council meeting on February 27, 2024, Council approved a 5-year (2024-2029) funding-ceiling of \$5,957,660.00 for the Yaletown Business Improvement Area. Enactment of the attached by-law, after the enactment of the 2024 Yaletown BIA Designation By-law, will accomplish Council's resolution.

Director of Legal Services  
March 12, 2024



**BY-LAW NO. \_\_\_\_\_**

**A By-law to Grant Money for a Business Promotion Scheme  
in the Yaletown Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2024 Yaletown Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Yaletown Business Improvement Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Yaletown Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for at least one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Yaletown Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days’ notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with an annotated and itemized text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the by-laws of the Association must include:
  - (i) provisions to require that the elected directors of the Association include at least one owner and at least one tenant, or their authorized representative,
  - (ii) provisions for distribution, in the event of dissolution of the Association of any remaining grant money, after payment of liabilities, as follows:
    - (A) to a not-for-profit society having similar purposes,
    - (B) pro-rata to the owners, or
    - (C) a method acceptable to the Director;
- (e) the by-laws of the Association must not include:
  - (i) provisions that, in the opinion of the Director, create inequitable voting rights among members or classes of members, or between the general membership and the board of directors,
  - (ii) provisions that would permit an elected director, or a director appointed to fill a vacancy, to receive a salary or remuneration for serving as a director, or
  - (iii) provisions that would limit the ability to conduct virtual meetings;
- (f) the grant money must only be spent by the Association;

- (g) the Association must only spend the grant money for a business promotion scheme which scheme may include the provision of grant money by the Association to owners or tenants in the business improvement area in support of a business promotion scheme;
- (h) on or before November 30 of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (i) on or before September 30th of each year, the Association must submit the Association's audited financial statements to the Director;
- (j) the Association must keep grant money and revenue derived from grant money in a separate general ledger account or sub-ledger account;
- (k) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (l) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (m) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (n) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5,000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (o) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (p) the Association must give notice of every general meeting to all owners and tenants, or their authorized representative, together with the proposed budget, the

audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (q) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants, or their authorized representative, in accordance with subsection (p), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (r) notice of a general meeting:
  - (i) if sent to owners or their authorized representative, by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to owners, tenants, or the authorized representative of owners or tenants, or the Director, by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (s) the quorum at a general meeting must be 15 members present in person or by proxy, provided that no fewer than eight members be present in person;
- (t) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (u) owner and tenant data provided from time to time by the Director to the Association may contain personal information that is protected under the Freedom of Information and Protection of Privacy Act, and whether provided in print, electronic or other format, the Association must:
  - (i) only use such personal information for the purpose provided,
  - (ii) not disclose such personal information to third parties,
  - (iii) store such personal information securely, and
  - (iv) destroy such personal information when it is no longer needed.

5. The Association must comply with all the provisions of this By-law.



## EXPLANATION

### **A By-law to amend Zoning and Development By-law No. 3575 regarding mass timber buildings**

Following the Public Hearing on February 27, 2024, Council resolved to amend the Zoning and Development By-law regarding mass timber buildings. Enactment of the attached by-law will correct that error and implement Council's resolutions.

Director of Legal Services  
March 12, 2024



## EXPLANATION

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

Following the Public Hearing on February 14, 2023, Council gave conditional approval to the rezoning of the site at 6151-6261 Granville Street and 1511 West 47th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
March 12, 2024



6151-6261 Granville Street and  
1511 West 47th Avenue

**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 attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (863).

**Uses**

3. 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 this CD-1 and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Institutional Uses, limited to Community Care Facility - Class B; and
- (b) Accessory Uses customarily ancillary to the above use.

**Floor Area and Density**

4.1 Computation of floor area must assume that the site area is 7,602 m<sup>2</sup>, being the site area 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 combined must not exceed 2.8, except that the floor space ratio of all floors at or above finished grade shall not exceed 2.53.

4.3 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, both above and below base surface, measured to the extreme outer limits of the building.

4.4 Computation of floor area must exclude:

- (a) balconies and 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 these exclusions must not exceed 12% of the floor area, and
- (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning considers the impact of privacy and outlook;
- (c) floors or portions thereof that are used for:
  - (i) off-street parking and loading located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
  - (ii) bicycle storage, and
  - (iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing;
- (d) entries, porches and verandahs if the Director of Planning first approves the design;
- (e) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and
- (f) all storage area below base surface for non-dwelling uses.

## **Building Height**

5.1 Building height, measured from base surface, must not exceed 27.0 m.

5.2 Despite section 5.1 of this by-law and section 10.1 of the Zoning and Development By-law, if the Director of Planning permits common rooftop amenity space or mechanical appurtenances including elevator overrun and rooftop access structures, the height of the portions of the building with the permitted common rooftop amenity space or mechanical appurtenances must not exceed 30.3 m.

## **Horizontal Angle of Daylight**

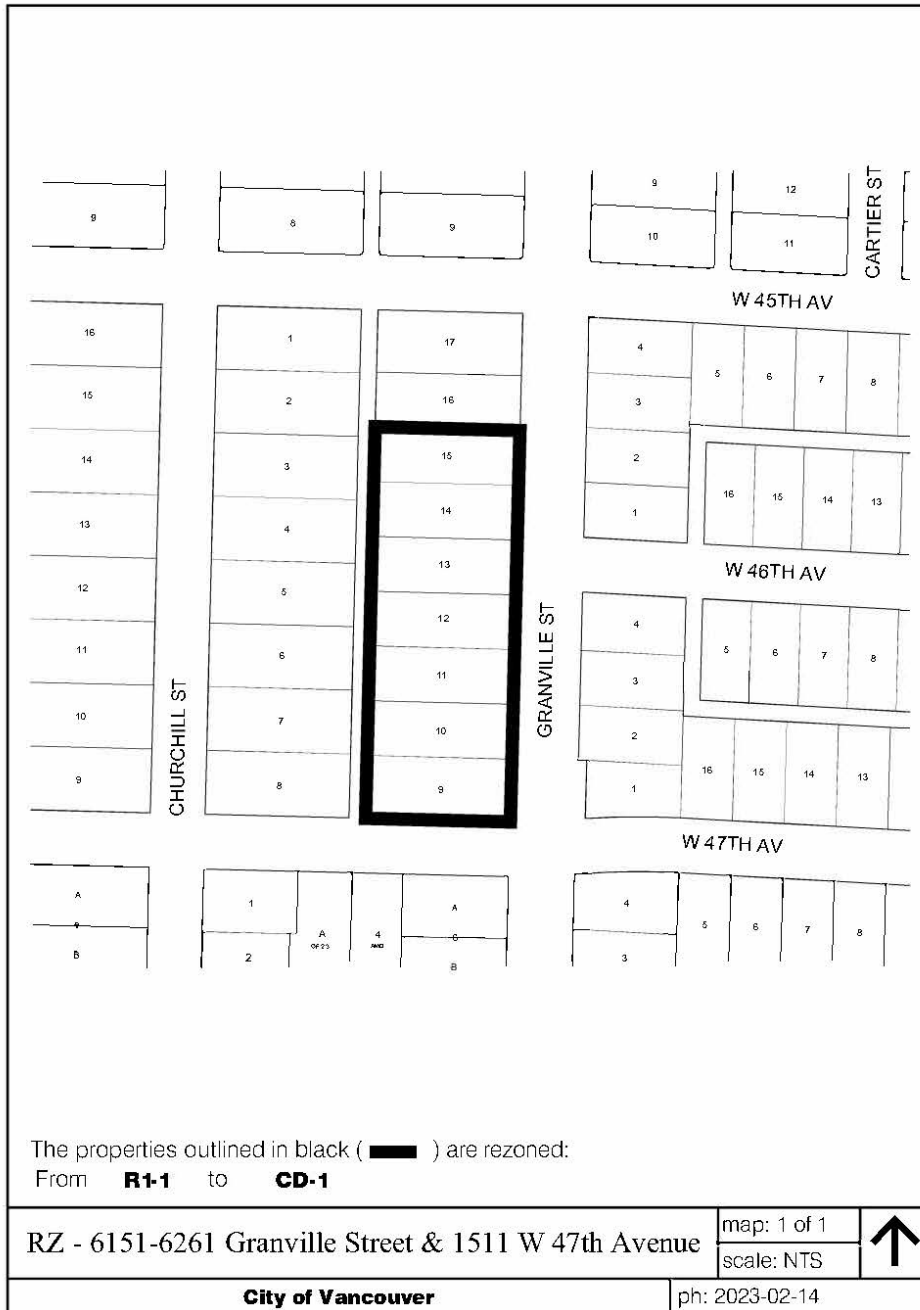
6.1 Each habitable room must have at least 1 window on an exterior wall of a building.

6.2 For the purposes of section 6.1 above, habitable room means any room except a bathroom or a kitchen.

6.3 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or 2 angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.



**Schedule A**



## EXPLANATION

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

Following the Public Hearing on June 15, 2023, Council gave conditional approval to the rezoning of the site at 427-449 West 39th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
March 12, 2024

427-449 West 39th Avenue

**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 multilevel 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 attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (864).

**Definitions**

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

- (a) for the purposes of calculating the total dwelling unit area for section 5.1 of this by-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls, excluding any floor area as required by section 6.4 of this by-law; and
- (b) "Below-market Rental Housing Units" means dwelling units that meet the requirements of approved Council policies and guidelines for below-market rental housing, as secured by a housing agreement registered on title to the property.

**Uses**

4. 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 in this CD-1 and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

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

## Conditions of Use

5.1 A minimum of 20% of the total dwelling unit area must be below-market rental housing units.

5.2 The design and layout of at least 35% of the total number of below-market rental housing units and at least 35% of the total number of other dwelling units must:

- (a) be suitable for family housing; and
- (b) have 2 or more bedrooms.

## Floor Area and Density

6.1 Computation of floor area must assume that the site area is 1,770.0 m<sup>2</sup>, being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

6.2 The maximum floor space ratio for all uses combined is 6.10.

6.3 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, both above and below base surface, measured to the extreme outer limits of the building.

6.4 Computation of floor area and dwelling unit area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that:
  - (i) the total area of these exclusions must not exceed 12% of the permitted floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and outlook;
- (c) floors or portions thereof that are used for:
  - (i) off-street parking and loading located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
  - (ii) bicycle storage, and
  - (iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing;
- (d) entries, porches and verandahs if the Director of Planning first approves the design; and

- (e) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

6.5 The Director of Planning or Development Permit Board may exclude common amenity areas from the computation of floor area, to a maximum of 10% of the total permitted floor area, if the Director of Planning or Development Permit Board considers the intent of this by-law and all applicable Council policies and guidelines.

6.6 Where floor area associated with residential storage area is excluded, a minimum of 20% of excluded floor area above base surface must be located within the below-market rental housing units as storage area.

### **Building Height**

7.1 Building height must not exceed 55 m.

7.2 Despite section 7.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, if the Director of Planning permits common rooftop amenity space or mechanical appurtenances including elevator overrun and rooftop access structures, the height of the portions of the building with the permitted common rooftop amenity space or mechanical appurtenances must not exceed 61.3 m.

### **Horizontal Angle of Daylight**

8.1 Each habitable room must have at least 1 window on an exterior wall of a building.

8.2 For the purposes of section 8.1 above, habitable room means any room except a bathroom or a kitchen.

8.3 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or 2 angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

8.4 The plane or planes referred to in section 8.3 above must be measured horizontally from the centre of the bottom of each window.

8.5 An obstruction referred to in section 8.3 means:

- (a) any part of the same building excluding permitted projections; or
- (b) the largest building permitted on any adjoining site.

8.6 The Director of Planning or Development Permit Board may vary the horizontal angle of daylight requirement if:

- (a) the Director of Planning or Development Permit Board considers all applicable Council policies and guidelines; and
- (b) the minimum distance of unobstructed view is at least 3.7 m.







The properties outlined in black ( ) are rezoned:  
From **R1-1** to **CD-1**

RZ- 427-449 West 39th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

ph date: 2023-06-15

**EXPLANATION****A By-law to authorize the replacement of a  
Housing Agreement Authorized by By-law No. 12942  
Re: 1102 – 1138 East Georgia Street**

After public hearing on December 10, 2019, Council approved in principle the land owner's application to rezone the above noted property from I-2 (Industrial) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted, executed by the applicant, authorized by enactment of By-law No. 12942 on March 30, 2021 and registered at the Land Title Office under Nos. CA8890118 to CA8890120 (the "**Original Housing Agreement**").

The land owner has requested that the Original Housing Agreement be replaced to allow for the ten social housing units to be subdivided by strata plan into two lots in order to allow for BC Housing, through the Provincial Rental Housing Corporation, to purchase a portion of the units and the non-profit operator to purchase the remaining units.

The replacement of the Original Housing Agreement that necessitated this by-law amendment has been agreed to by the land owner in accordance with section 565.2(4) of the Vancouver Charter.

Director of Legal Services  
March 12, 2024



# Schedule A



## 1. Application

**Maxwell P. Carroll, Barrister and Solicitor (Jayda Peterson)**  
**Lawson Lundell LLP**  
**1600 - 925 West Georgia Street**  
**Vancouver BC V6C 3L2**  
**(604) 685-3456**

File no.: 033570-140567  
1102 - 1138 East Georgia Street, Vancouver

Housing Agreement

## 2. Description of Land

PID/Plan Number	Legal Description
031-285-058	LOT A BLOCK 21 BLOCK A DISTRICT LOT 182 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP101275

## 3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Entire Agreement</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant with a registration number one less than this priority agreement priority over Mortgage CA9468475 and Assignment of Rents CA9468476</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant with a registration number two less than this priority agreement priority over Mortgage CA9531889 and Assignment of Rents CA9531890</b>

## 4. Terms

Part 2 of this Instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

## 5. Transferor(s)

**CH (EAST GEORGIA) GP INC., NO.BC1132750**  
**BANK OF MONTREAL, AS TO PRIORITY**  
**WESTMOUNT WEST SERVICES INC. , NO.BC1195001, AS TO PRIORITY**

## 6. Transferee(s)

**CITY OF VANCOUVER**  
**453 WEST 12TH AVENUE**  
**VANCOUVER BC V5Y 1V4**

## 7. Additional or Modified Terms



**B. Execution(s)**

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
 2024-07-16

**CH (EAST GEORGIA) GP INC.**  
 By their Authorized Signatory

Name:

**BEN WESTERTERP**  
*Barrister & Solicitor*  
 1600 - 925 WEST GEORGIA ST.  
 VANCOUVER, B.C. V6C 3L2  
 (604) 685-3456

**Jordan MacDonald**  
 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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**CITY OF VANCOUVER**  
 By their Authorized Signatory

Name:

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.



Witnessing Officer Signature

**NATHAN B. CHANG**  
A Commissioner for Taking  
Affidavits for British Columbia  
My Commission expires on February 28, 2026  
6th Floor - 595 Burrard Street  
Vancouver, BC, V7X 1L5

Execution Date

YYYY-MM-DD  
2024-02-15

Transferor / Transferee / Party Signature(s)

**BANK OF MONTREAL**  
By their Authorized Signatory

  
Name: Stephen Kwok

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.

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**WESTMOUNT WEST SERVICES INC.**  
By their Authorized Signatory

Name:

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.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, R.S.B.C. 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.



Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**BANK OF MONTREAL**  
By their Authorized Signatory

\_\_\_\_\_  
Name:

\_\_\_\_\_  
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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
2024-02-16

**WESTMOUNT WEST SERVICES INC.**  
By their Authorized Signatory

\_\_\_\_\_  
Name:

**Tom Reeves**  
Westmount West Services Inc.

\_\_\_\_\_  
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.

**Electronic Signature**  
Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

\_\_\_\_\_



**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**SOCIAL HOUSING**

**1102 - 1138 EAST GEORGIA STREET**

**WHEREAS:**

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

- (I) the Transferor, CH (EAST GEORGIA) GP INC., as more particularly defined in Section 1.1, is called the "Owner"; 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 rezone the Lands (the "Rezoning") from I-2 (Industrial) District to CD-1 (Comprehensive Development) District to permit the development of a four-storey mixed-use building consisting of commercial and light industrial uses at grade with a mezzanine level, and a total of 50 residential units (40 strata-titled units and 10 social housing units), with a floor space ratio of 2.57 and a building height of 15.9 metres, 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 prior to enactment of the rezoning by-law (the "Rezoning By-law"):

**"6. Make arrangements to the satisfaction of the Director of Legal Services, the General Manager of Planning, Urban Design and Sustainability and the General Manager of Arts, Culture and Community Services to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, to subdivide the development lands by either (i) an air space subdivision to create an air space parcel; or (ii) a strata plan to create one single strata lot, containing at least 10 Social Housing units occupying at least 572 sq. m (6,157 sq. ft.) of the development floor space, which will contain the following terms and conditions:**

- (a) A no occupancy covenant until the social housing units are transferred to a non-profit entity such that the social housing units meet the definition of "Social Housing";
- (b) A no separate sales covenant;
- (c) A no stratification covenant (on air space parcel or from single strata lot);
- (d) A provision that none of such units will be rented for less than one month at a time;

- (e) A requirement that all units comply with the definition of "Social Housing" in the applicable DCL By-law; and
- (f) Such other terms and conditions as the General Manager of Arts, Culture and Community Services, the General Manager of Planning, Urban Design and Sustainability, and the Director of Legal Services may in their sole discretion require.

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

- 7. *Make arrangements to the satisfaction of the Director of Legal Services, the General Manager of Planning, Urban Design and Sustainability, and the General Manager of Arts, Culture and Community Services to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, in order to comply with the provisions for Social Housing as defined in the Zoning and Development By-law for this area for the ten (10) Social Housing units included in this development. The Housing Agreement will secure no fewer than one-third of the Social Housing Units, to be occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance.*

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

(the "Social Housing Condition");

- D. In order to satisfy the Social Housing Condition, the Owner caused to be registered a housing agreement at the Land Title Office under registration number CA8890118 (the "Original Social Housing Agreement") which permitted the creation of one strata lot in respect of all of the Social Housing Units;
- E. The parties wish to replace the Original Social Housing Agreement with the within agreement to permit the creation of two strata lots in respect of all of the Social Housing Units on the terms and conditions set out herein; and
- F. 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) **"Affordable Market Rents"** means the average market rents posted by Canada Mortgage and Housing Corporation applicable to the location of the Lands, provided that such rents do not exceed 90% of:
  - (i) the appraised market rent for a comparable unit in the local area (where a "comparable unit" means a Dwelling Unit of the same type, similar size and in a building with a similar age and quality of construction); or
  - (ii) in the absence of such comparable units in the local area, the market rent for a comparable unit as set out in CMHC's Rental Survey for Vancouver by year of construction, 2005+ category, or, if such survey is not available, such other survey or publication approved by the General Manager of Arts, Culture and Community Services in his or her sole discretion;
- (b) **"Agreement"** means this housing agreement and building use covenant, including the foregoing Recitals;
- (c) **"City"** and **"City of Vancouver"** are defined in Recital A(II);
- (d) **"City Manager"** means the chief administrator, from time to time, of the City and his or 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 submitted to the Land Title Office;
- (g) **"Development"** means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (h) **"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;
- (i) **"Director of Legal Services"** means the chief administrator, from time to time, of the City's Legal Services Department and his or her successors in function and their respective nominees;
- (j) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

- (k) **“General Manager of Arts, Culture and Community Services”** means the chief administrator, from time to time, of the City's Arts, Culture and Community Services Department and his or her successors in function and their respective nominees;
- (l) **“Guaranteed Income Supplement”** means an additional benefit that may be added to the Old Age Security pension received by a person aged 65 and older if he/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;
- (m) **“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);
- (n) **“Income Assistance”** means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;
- (o) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (p) **“Lands”** means the lands described in Item 2 in the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached; 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;
- (q) **“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;
- (r) **“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;
- (s) **“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;
- (t) **“Old Age Security”** means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;

- (u) **“Owner”** means the Transferor, CH (EAST GEORGIA) GP INC., and any successors in title to the Lands or a portion of the Lands;
- (v) **“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 arm’s-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;
- (w) **“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;
- (x) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (y) **“Rezoning”** means the rezoning of the Lands as described in Recital C;
- (z) **“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 one third of the dwelling units are occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;
  - (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;
- (aa) **“Social Housing Condition”** has the meaning ascribed to that term in Recital C;
- (bb) **“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;
- (cc) **“Social Housing Units Air Space Parcel”** has the meaning ascribed to such term in Section 3.1(a)(i);
- (dd) **“Social Housing Units Strata Lots”** has the meaning ascribed to such term in Section 3.1(a)(ii)(A);

- (ee) **“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
- (ff) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

**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 General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached 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 Restrictions.** 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, ten (10) 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) 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 land parcel containing any of the Social Housing Units (including any building (or part thereof) located thereon) will be used and owned only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term:
  - (i) not less than one-third of the Social Housing Units, will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance; and
  - (ii) the target rents and affordability for the remaining Social Housing Units will be for:
    - (A) not less than one-third of the Social Housing Units to be occupied only by households with incomes below the then current applicable HIL and 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
    - (B) the remaining Social Housing Units to be rented at Affordable Market Rents;

- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Social 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) subject always to Section 2.1(c), and except as otherwise provided under ARTICLE 3, every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; or
  - (ii) the sale or transfer is to the City 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, subject to ARTICLE 3;
- (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**  
**SUBDIVISION OF THE LANDS AND THE NEW BUILDING**

**3.1 Subdivision.** Notwithstanding Sections 2.1(f) and 2.1(g):

- (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:

- (i) the deposit of an air space subdivision plan, to enable all of the Social Housing Units to be contained within one air space parcel (the “**Social Housing Units Air Space Parcel**”); or
  - (ii) the deposit of a strata plan to enable the creation of no more than 12 commercial strata lots and 42 residential strata lots on the following conditions:
    - (A) no more than two residential strata lots (together, the “**Social Housing Units Strata Lots**” and individually a “**Social Housing Units Strata Lot**”) may be created in respect of and to contain all Social Housing Units which Social Housing Units Strata Lots may, notwithstanding Section 2.1(f) but subject to Section 3.1(a)(ii)(C) below, be sold separately to different legal and beneficial owners;
    - (B) such strata plan having been approved by the City to ensure compliance with Section 3.1(a)(ii)(A); and
    - (C) if such strata plan features two Social Housing Units Strata Lots then, as a condition of approval of such strata plan, arrangements satisfactory to the City are to be made for the transfer of at least one of the Social Housing Units Strata Lots to the British Columbia Housing Management Commission, through the Provincial Rental Housing Corporation, or, alternatively, a non-profit corporation or non-profit co-operative association approved by the City, acting reasonably. For greater certainty, if the strata plan features only one Social Housing Units Strata Lot, then this Section 3.1(a)(ii)(C) shall not apply; and
- (b) following such a subdivision and the issuance of a final occupancy permit for the Social Housing Units Air Space Parcel or the Social Housing Units Strata Lot(s), as applicable, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the Social Housing Units Air Space Parcel or the Social Housing Units Strata Lot(s) and associated common property, as applicable, 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 Social Housing Units, the Social Housing Units Air Space Parcel or the Social Housing Units Strata Lot(s), as applicable, 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 Occupancy Restrictions.** The Owner covenants and agrees with the City in respect of the use of the Lands and the New 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 New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as:
  - (i) the Owner has transferred all of the Social Housing Units to one or more non-profit corporations, non-profit co-operative associations, the City and/or the Province of British Columbia (which for clarity shall include the British Columbia Housing Management Commission, through the Provincial Rental Housing Corporation) such that the Social Housing Units satisfy the definition of Social Housing; and
  - (ii) 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:
    - (A) proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
    - (B) 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 on a per unit basis, and the unit type and size, which rents, unit type and size will comply with those applicable to the definition of Social Housing in the *Vancouver Development Cost Levy By-law No. 9755*; and
- (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a).

**4.2 Release.** 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 for the New Building until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5  
RECORD KEEPING**

- 5.1 **Records.** 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 6  
ENFORCEMENT**

- 6.1 **Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it shall be entitled to court costs on a solicitor and own client basis.

**ARTICLE 7  
RELEASE AND INDEMNITY**

- 7.1 **Release and Indemnity.** 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, but excluding any grossly negligent acts 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,

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, but excluding any grossly negligent acts on the part of the City or the City Personnel.

**7.2 Nature of Indemnities.** 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.

**7.3 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 7.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.3(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 7.3(b); and

- (c) Regardless of whether the claim is being defended under Section 7.3(a) or Section 7.3(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.

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

- (a) in the case of the Owner, addressed to it at:

CH (East Georgia) GP Inc.  
308 - 837 West Hastings Street  
Vancouver, BC V6C 3N9  
Attention: Jordan Macdonald

- (b) and in the case of the City, addressed to it at:

City of Vancouver  
453 West 12th Avenue  
Vancouver, BC V5Y 1V4  
Attention: City Clerk

with concurrent copies to the General Manager of Community Services  
and the Director of Legal Services

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

## **ARTICLE 9 MISCELLANEOUS**

- 9.1 Agreement Runs With the Lands.** Subject to Section 3.1(b) above, 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.

- 9.2 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 His Majesty the King 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.
- 9.3 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 Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.5 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.
- 9.6 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*.
- 9.7 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.

**9.8 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.

**9.9 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.

**9.10 No Contravention of Tenancy Legislation.** The parties agree that nothing in this Agreement will require the Owner to act in contravention of the *Residential Tenancy Act*. To the extent that any obligation on the part of the Owner under this Agreement would so contravene the *Residential Tenancy Act*, this Agreement will be read as though such an obligation does not exist.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA9468475 and the Assignment of Rents registered under number CA9468476;
- (b) **"Existing Chargeholder"** means BANK OF MONTREAL;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

For \$10 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 Charges to the City; and
- (ii) agrees with the City that the New Charges charge 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 Charges, 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 to which this Consent and Priority Instrument is attached.



## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA9531889 and the Assignment of Rents registered under number CA9531890;
- (b) **"Existing Chargeholder"** means WESTMOUNT WEST SERVICES INC.;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

For \$10 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 Charges to the City; and
- (ii) agrees with the City that the New Charges charge 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 Charges, 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 to which this Consent and Priority Instrument is attached.

END OF DOCUMENT

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1482 Robson Street**

The land owner applied to the City to develop the Lands pursuant to Development Application DP-2016-00376 to permit the development of a mixed-use building (32 and 34 storey towers) that includes 319 dwelling units (236 market/83 social housing), retail use on ground floor, and office use on the second and third floors all over four levels of underground parking accessed from the lane. As a condition of the Development Permit the land owner and the City entered into a Social Housing Construction and Transfer Agreement pursuant to which the land owner is required to transfer an air space parcel to the City, for use as social housing, as secured by this Housing Agreement.

A Housing Agreement has been accepted and executed by the applicant land owner, 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  
March 12, 2024





Land Title Act

**Charge**

General Instrument – Part 1

1. Application

**Jimmy Zhang  
Clark Wilson LLP  
900 - 885 West Georgia Street  
Vancouver BC V6C 3H1  
604-687-5700**

File No. 54036-0011  
Housing Agreement and Building Use Covenant

2. Description of Land

PID/Plan Number	Legal Description
<b>003-511-138</b>	<b>LOT 1 BLOCK 44 DISTRICT LOT 185 PLAN 15341</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 Covenant, Entire Instrument</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting Covenant herein priority over Mortgage no. CB478383 and Assignment of Rents no. CB478384</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting Covenant herein priority over Mortgage no. CB479748 and Assignment of Rents no. CB479749</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**1488 ROBSON STREET HOLDINGS LTD., NO.BC1063031**

**HSBC BANK CANADA, (AS TO PRIORITY)**

**INTACT INSURANCE COMPANY, NO.A0126041, (AS TO PRIORITY)**

6. Transferee(s)



**CITY OF VANCOUVER  
453 W 12TH AVE  
VANCOUVER BC V5Y 1V4**

7. Additional or Modified Terms



**8. Execution(s)**

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature   <hr/> <b>CHAN SZE HUNG</b> <b>NOTARY PUBLIC</b> <b>HONG KONG SAR</b> Room 602, 6th Floor, Asia Standard Tower, 59-65 Queen's Road Central, Hong Kong SAR	Execution Date  YYYY-MM-DD  2024-2-9	Transferor / Transferee / Party Signature(s)  <b>1488 ROBSON STREET HOLDINGS LTD.</b> By their Authorized Signatory   <hr/> <b>Print name: Joseph Wei Chun Woo</b>
--	--	--

\_\_\_\_\_  
**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.

Witnessing Officer Signature  _____	Execution Date  YYYY-MM-DD  <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>	Transferor / Transferee / Party Signature(s)  <b>CITY OF VANCOUVER</b> By their Authorized Signatory  _____
---	---	--

\_\_\_\_\_  
**Print name:**

\_\_\_\_\_  
**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.



Land Title Act  
**Charge**  
 General Instrument – Part 1

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**HSBC BANK CANADA**  
 By their Authorized Signatory

\_\_\_\_\_

**Print name:**

\_\_\_\_\_

**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.

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**INTACT INSURANCE COMPANY**  
 By their Authorized Signatory

\_\_\_\_\_

**Print name:**

\_\_\_\_\_

**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.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

\_\_\_\_\_

**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**(Social Housing)**  
**1482 ROBSON STREET**

WHEREAS:

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

- (i) the Transferor, 1488 ROBSON STREET 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 owner of the Lands;

C. The Owner made an application to develop the Lands under Development Application Number DP-2016-00376 (the "**Development Application**") to permit the development of a mixed-use building (32 and 34 storey towers) that includes 319 dwelling units (236 market/83 social housing), retail use on ground floor, and office use on the second and third floors all over four levels of underground parking accessed from the lane;

D. As a condition of issuance of the Development Permit, the Owner and the City entered into the Social Housing Construction and Transfer Agreement pursuant to which the Owner is obligated to transfer the Social Housing Parcel to the City; and

E. The Owner and the City are now entering into this Agreement with respect to the Social Housing.

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) "**Approving Officer**" means the person appointed pursuant to the provisions of the *Land Title Act* as the approving officer for land within the City of Vancouver and includes the deputy to the Approving Officer and any employee

of the City acting, or who has acted, as the nominee, delegate or agent of that person;

- (c) **"City"** and **"City of Vancouver"** are defined in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and his/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 submitted to the Land Title Office;
- (g) **"Development"** means the development on the Lands described in Recital C as contemplated by the Development Application;
- (h) **"Development Application"** is defined in Recital C;
- (i) **"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 Development Application;
- (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"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (l) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator from time to time of the Planning, Urban Design and Sustainability Department of the City and his/her successors in function and their respective nominees;
- (m) **"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 Planning, Urban Design and Sustainability);
- (n) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (o) **"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;

- (p) “**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;
- (q) “**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;
- (r) “**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;
- (s) “**Owner**” means the Transferor, 1488 ROBSON STREET HOLDINGS LTD., and any successors in title to the Lands or a portion of the Lands;
- (t) “**Owner’s Personnel**” means any and all of the officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the Owner;
- (u) “**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, at arm’s 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;
- (v) “**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;
- (w) “**Residential Tenancy Act**” means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (x) “**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;
- (y) **“Social Housing Construction and Transfer Agreement”** means the agreement titled “Social Housing Construction and Transfer Agreement 1408, 1438 and 1482 Robson Street and 808 Nicola Street” entered into between the City and the Owner and registered against title to the Lands on August 1, 2018 under registration numbers CA6974725 to CA6974738;
- (z) **“Social Housing Parcel”** means the air space parcel following the Subdivision, which will contain, *inter alia*, all of the Social Housing Units;
- (aa) **“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;
- (bb) **“Subdivision”** means the subdivision of the Lands by the deposit of an air space subdivision plan to enable all of the Social Housing Units to be contained within the Social Housing Parcel;
- (cc) **“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; and
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (dd) **“Vancouver Charter”** means the Vancouver Charter S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

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 not less than 83 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) 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, not less than 30% of the Social Housing Units will be:
  - (i) occupied only by households with incomes below the then current applicable HIL; and
  - (ii) 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;
- (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 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 one month at a time;
- (j) after the issuance of the initial Occupancy Permit and thereafter throughout the remainder of the Term, all of the Social Housing Units will be 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;
- (k) 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

- (l) 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 New Building, that:
  - (a) the Land 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, any part of the New Building (except for the Social Housing Units) and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for any part of the New Building (except for the Social Housing Units, until such time as:
      - A. the Owner is able to apply for an Occupancy Permit for the Social Housing Units; and
      - B. the Owner has subdivided the Lands to create, *inter alia*, the Social Housing Parcel pursuant to the terms of this Agreement and the Social Housing Construction and Transfer Agreement;
  - (b) the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
    - (i) proof of the insurance, or confirmation of self-insurance, consistent with the requirements of Section 2.1(k), is in force and effect;
    - (ii) evidence the unit type mix and size of the constructed, equipped and finished Social Housing Units satisfy the requirements set out in the Development Permit; and
  - (c) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a) and Section 3.1(b).
- 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 New 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;save and except any Losses directly or indirectly relating to the gross negligence or wrongful intentional acts of the City or 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,

save and except any Losses directly or indirectly relating to the gross negligence or wrongful intentional acts of the City or City Personnel.

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 9.1) 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 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 7 SUBDIVISION OF THE LANDS**

- 7.1 Subdivision of the Lands: Notwithstanding Section 2.1(g):
- (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, the Social Housing Construction and Transfer Agreement, and all applicable laws and by-laws, the City will not unreasonably withhold its consent to the Subdivision to enable, *inter alia*, all of the Social Housing Units to be contained within the Social Housing Parcel; and
  - (b) following the Subdivision and the issuance of an occupancy permit for the Social Housing Parcel, the Owner may apply to the City for a discharge of this Agreement with respect to any legal parcel other than the Social Housing Parcel, 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 Social Housing Units or in respect of the Social Housing Parcel 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 the any such discharge will be without cost to the City.

#### **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 General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

(b) If to the Owner:

1488 Robson Street Holdings Ltd.  
PO Box 49290  
1000 - 595 Burrard Street  
Vancouver, British Columbia  
V7X 1S8

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 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. 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.

- 9.2 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 Crown grant 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.
- 9.3 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 Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.5 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.
- 9.6 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*.
- 9.7 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.

9.8 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.

9.9 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.

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority Agreement:

- (a) **“Existing Charges”** means the Mortgage registered under number CB478383 and Assignment of Rents registered under number CB478384;
- (b) **“Existing Chargeholder”** means HSBC Bank Canada;
- (c) **“New Charges”** means the Housing Agreement and 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 Ten Dollars (\$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 Charges to the City; and
- (ii) agrees with the City that the New Charges charge 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 Charges, 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.

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority Agreement:

- (a) **“Existing Charges”** means the Mortgage registered under number CB479748 and Assignment of Rents registered under number CB479749;
- (b) **“Existing Chargeholder”** means Intact Insurance Company (Incorporation No. A0126041);
- (c) **“New Charges”** means the Housing Agreement and 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 Ten Dollars (\$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 Charges to the City; and
- (ii) agrees with the City that the New Charges charge 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 Charges, 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

### **Subdivision By-law No. 5208 amending By-law Re: 5828-5850 Granville Street**

Enactment of the attached by-law will delete 5828-5850 Granville Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution on March 7, 2023, dealing with the rezoning of the property, and is consequential to the rezoning of the property. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the references to RS-1 in the original draft of this by-law have been updated to R1-1.

Director of Legal Services  
March 12, 2024







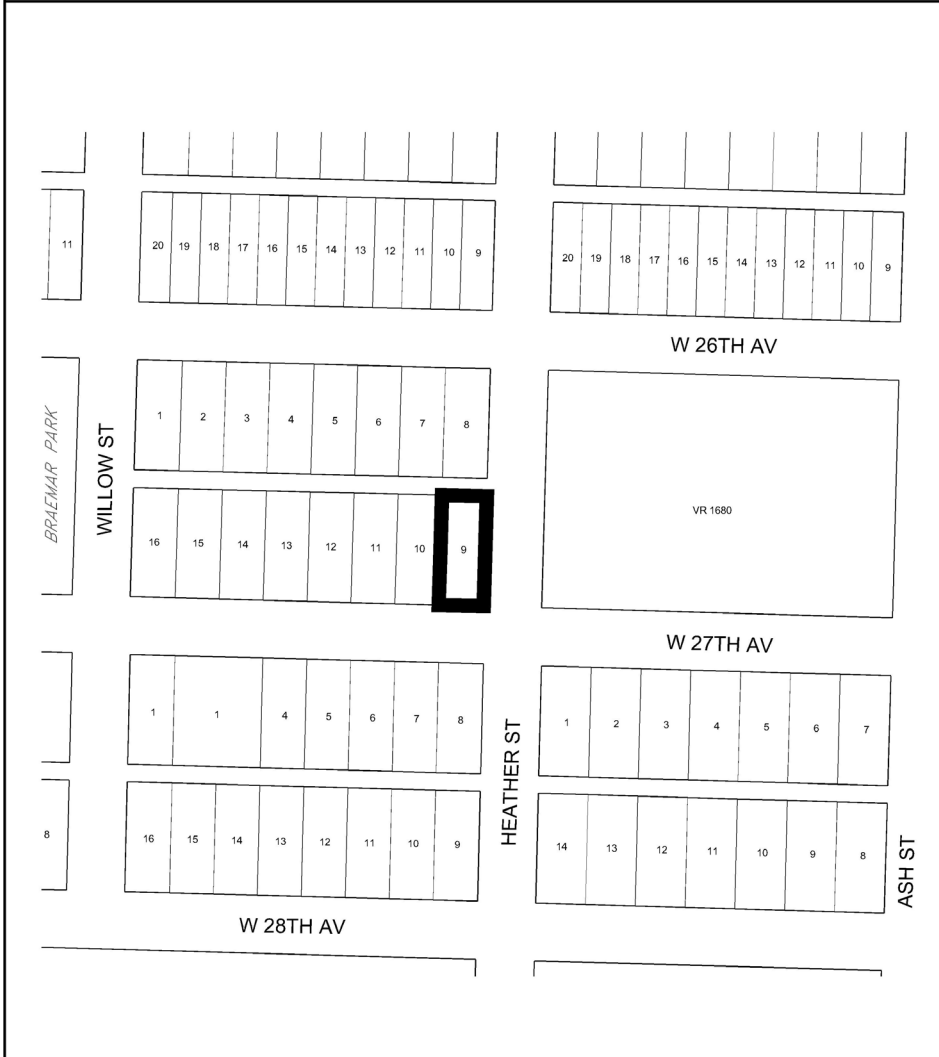
**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 707 West 27th Avenue**


Enactment of the attached by-law will delete 707 West 27th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution on November 16 and 23, 2021, dealing with the rezoning of the property, and is consequential to the rezoning of the property. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the references to RS-1 in the original draft of this by-law have been updated to R1-1.

Director of Legal Services  
March 12, 2024



By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
being the Subdivision By-law



The property outlined in black (  ) is deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

707 West 27th Avenue

map: 1 of 1  
scale: NTS



City of Vancouver

date: 2024-02-27

## EXPLANATION

### **Subdivision By-law No. 5208 amending By-law Re: 2325-2377 West 49th Avenue**

Enactment of the attached by-law will delete 2325-2377 West 49th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution on June 15, 2023, dealing with the rezoning of the property, and is consequential to the rezoning of the property. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the references to RS-5 in the original draft of this by-law have been updated to R1-1.

Director of Legal Services  
March 12, 2024



By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
being the Subdivision By-law



The properties outlined in black (  ) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

2325-2377 West 49th Avenue

map: 1 of 1  
scale: NTS



**City of Vancouver**

date: 2024-02-28

## EXPLANATION

### **Subdivision By-law No. 5208 amending By-law Re: 1977 West 41st Avenue and 5688 Maple Street**

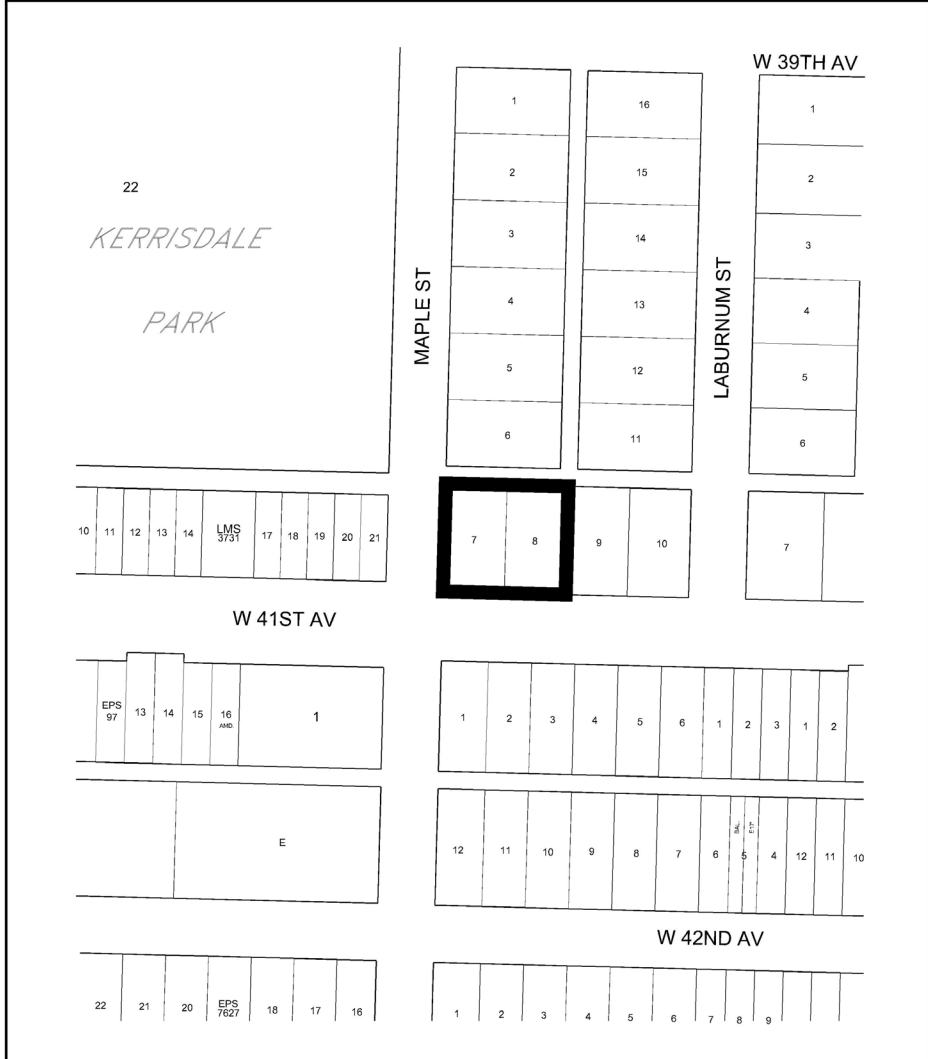
Enactment of the attached by-law will delete 1977 West 41st Avenue and 5688 Maple Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution on February 16, 2023, dealing with the rezoning of the property, and is consequential to the rezoning of the property. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the references to RS-3A in the original draft of this by-law have been updated to R1-1.

Director of Legal Services  
March 12, 2024





By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
being the Subdivision By-law



The properties outlined in black ( **█** ) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

1977 West 41st Avenue & 5688 Maple Street

map: 1 of 1  
scale: NTS



City of Vancouver

date: 2024-02-29

## EXPLANATION

### **Subdivision By-law No. 5208 amending By-law Re: 5562-5688 Manson Street**

Enactment of the attached by-law will delete 5562-5688 Manson Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution on January 17, 2023, dealing with the rezoning of the property, and is consequential to the rezoning of the property. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the references to RS-1 in the original draft of this by-law have been updated to R1-1.

Director of Legal Services  
March 12, 2024

5562-5688 Manson Street

**BY-LAW NO.**

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

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this by-law by deleting the following properties from the R1-1 maps forming part of Schedule A of the Subdivision By-law:

- (a) Lot 16 Block 873 District Lot 526 Plan 8664; PID 009-973-575;
- (b) Lot 17 Block 873 District Lot 526 Plan 8664; PID 009-973-605;
- (c) Lot 18 Block 873 District Lot 526 Plan 8664; PID 009-973-621;
- (d) Lot 19 Block 873 District Lot 526 Plan 8664; PID 009-973-648;
- (e) Lot 20 Block 873 District Lot 526 Plan 8664; PID 009-973-664; and
- (f) Lot 21 Block 873 District Lot 526 Plan 8664; PID 009-973-681.

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
being the Subdivision By-law



The properties outlined in black (  ) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

5562-5688 Manson Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2024-03-01

## EXPLANATION

### **A By-law to amend the Sign By-law Re: 1247 Kingsway**

At the Public Hearing on September 15, 2020, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
March 12, 2024



## EXPLANATION

### **A By-law to amend the Noise Control By-law Re: 1247 Kingsway**

After the Public Hearing on September 15, 2020, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
March 12, 2024





## EXPLANATION

**A By-law to amend the Development Potential Tax Relief Declaration By-law, 2024**

The attached By-law extends the deadline for submissions to March 31, 2024 for any property subject to a change in assessed values as a result of an assessment appeal or other adjustments made by the British Columbia Assessment Authority after the publication of the Completed Roll and upon finalization of the Revised Roll in 2024. It will help implement Council's resolutions of October 18, 2023 regarding the continuation of the pilot development potential tax relief program for the 2024 tax year (the "2024 Pilot DPRP") as authorized by section 374.6 of the Vancouver Charter.

Director of Legal Services  
March 12, 2024

**BY-LAW NO. \_\_\_\_**

**A By-law to amend the Development Potential Tax Relief Declaration By-law, 2024**

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

1. This By-law amends the Development Potential Tax Relief Declaration By-law, 2024.
2. Council inserts a new section 8A as follows:

“8A. Notwithstanding section 8 of this By-law, a property that was subject to a change in assessed value as a result of an assessment appeal or other adjustment made by the British Columbia Assessment Authority after the publication of the Completed Roll and upon finalization of the Revised Roll in 2024, may also be considered to comply with sections 3, 4, 6 and 7 of this By-law, or otherwise be eligible for consideration for tax relief pursuant to section 374.6 of the Vancouver Charter, if an owner, an owner under agreement, or an agent of the owner completes and returns to the City, no later than March 31, 2024, a declaration form generally in the form attached to the Development Potential Tax Relief Declaration By-law as Schedule “A”, but with a revised submission deadline of March 31, 2024 and other incidental changes, indicating full compliance with the requirements of the declaration.”.

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

ENACTED by Council this March 12, 2024

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk