

BY-LAW NO. 14146**A By-law to Contract a Debt by the Issue and Sale of 4.00% Sinking Fund Debentures in the Aggregate Principal Amount of \$125,000,000 for the Objects Set Out in Schedule "B"**

WHEREAS:

- A. Pursuant to sections 236 and 242 of the Vancouver Charter, S.B.C. 1953, c.55, as amended (the "Vancouver Charter"), the Council of the City of Vancouver (the "Council") has power, without the assent of the electors, to borrow money for:
- (a) the construction, installation, maintenance, replacement, repair and regulation of a waterworks system, including water mains and other water pipes, valves, fittings, hydrants, meters and other necessary appliances and equipment, for the purpose of the distribution and supply of water, and for acquiring real property and easements therefor, and
 - (b) the construction, installation, maintenance, replacement, repair and regulation of a system of sewerage and drainage, including all necessary appliances and equipment for such purposes, and for acquiring real property and easements therefor, and
 - (c) the design, construction, installation, maintenance and repair of an energy utility system, including all necessary appliances and equipment, and for acquiring real property and easements therefor;

2019 – 2022 Capital Plan

- B. Pursuant to section 245 of the Vancouver Charter, the Council on the 25th day of July, 2018 submitted to the electors of the City of Vancouver entitled to vote on by-laws requiring assent of the electors the questions set out in Schedule "C.1" hereto;
- C. As appears by Certificates of the Returning Officer to the Council, the votes cast in the affirmative on each of the questions set out in Schedule "C.1" hereto amounted to a majority of all of the votes cast thereon;
- D. As a result of the votes cast on the 20th day of October, 2018, the Council obtained the power, without the assent of the electors to pass by-laws in any of the years 2019 to 2022 inclusive, to borrow money by the issue and sale of debentures in the aggregate principal amounts not exceeding the amounts set out for the various projects referred to in each of the questions set out in Schedule "C.1" hereto or such proposed projects as varied by Council by a vote of not less than two-thirds of all its members, and if any of the projects or any part thereof was delayed for any reason, to pass by-laws to borrow such money at any time within the years 2023 to 2029 inclusive;
- E. Some or all of the proposed projects set out in Schedule "C.1" hereto have been delayed;

- F. Some of the proposed projects set out in Schedule “C.1” hereto have been varied by resolutions of Council dated July 20, 2021, December 7, 2021, March 2, 2022, and March 29, 2022; copies of which are attached here to as Schedule “C.2”. The said resolutions were passed by a vote of not less than two thirds of the members of Council and the aggregate amount of borrowing assented to by the electors has not exceeded, in accordance with section 245 (3) of the Vancouver Charter;
- G. The Council has not heretofore borrowed any money by the issue and sale of debentures or otherwise for the projects set out in Schedule “C.1” hereto; save and except for the sale of debentures in the principal amount of \$31,472,101 by By-law No. 12814 of November 4, 2020, \$29,715,780 by By-law No. 13149 of November 2, 2021, \$120,000,000 by By-law No. 13511 of October 25, 2022, and \$100,000,000 by By-law No. 13828 of November 03, 2023.

2023-2026 Capital Plan

- H. Pursuant to section 245 of the Vancouver Charter, the Council on the 5th day of July, 2022 submitted to the electors of the City of Vancouver entitled to vote on by-laws requiring assent of the electors the questions set out in Schedule “C.3” hereto;
- I. As appears by Certificates of the Returning Officer to the Council, the votes cast in the affirmative on each of the questions set out in Schedule “C.3” hereto amounted to a majority of all of the votes cast thereon;
- J. As a result of the votes cast on the 15th day of October, 2022, the Council obtained the power, without the assent of the electors to pass by-laws in any of the years 2023 to 2026 inclusive, to borrow money by the issue and sale of debentures in the aggregate principal amounts not exceeding the amounts set out for the various projects referred to in each of the questions set out in Schedule “C.3” hereto or such proposed projects as varied by Council by a vote of not less than two-thirds of all its members, and if any of the projects or any part thereof was delayed for any reason, to pass by-laws to borrow such money at any time within the years 2027 to 2033 inclusive;
- K. The proposed projects set out in Schedule “C.3” hereto have not been delayed;
- L. The proposed projects set out in Schedule “C.3” hereto have not been varied by the Council;
- M. The Council has not heretofore borrowed any money by the issue and sale of debentures or otherwise for the projects set out in Schedule “C.3” hereto;
- N. It is now deemed expedient under the authority of the Vancouver Charter and pursuant to the provisions of sections 236, 242 and 245 of the Vancouver Charter to borrow the sum of money and to contract a debt by the issue and sale of additional debentures of the City of Vancouver in the principal amount of \$125,000,000 in lawful money of Canada bearing interest at the rate of four point zero per centum (4.00%) per annum for the objects more particularly set forth in Schedule “B” hereto;
- O. The value according to the last assessment roll of all the real property within the boundaries of the City of Vancouver liable to taxation is \$465,931,661,976; and

- P. The total amount of the existing debenture debt of the City of Vancouver at the date of the first reading of this by-law is \$875,687,069.87 (exclusive of debts incurred for local improvements secured by special rates or assessments), plus \$120,000,000 internally held debentures issued in 2022 of which none of the principal or interest is in arrears as at that date.

NOW THEREFORE THE COUNCIL OF THE CITY OF VANCOUVER in open meeting assembled enacts as follows:

1. THAT for the objects and in the principal amounts more particularly set forth in Part I of Schedule "B" hereto, the borrowing of which has received the assent of the electors pursuant to section 245 of the Vancouver Charter, and for the objects and in the principal amounts more particularly set forth in Part II of Schedule "B" hereto, the borrowing of which is authorized by sections 236 and 242(2) of the Vancouver Charter, a debt shall be contracted by the issue and sale of additional sinking fund debentures in the principal amount of \$125,000,000 in lawful money of Canada (the "Debentures"). The Debentures will bear interest at the rate of four point zero per centum (4.00%) per annum payable in lawful money of Canada half-yearly on the 25th day of April and the 25th day of October during the years 2025 to 2034, inclusive; the first of such payments of interest being for the period from October 25, 2024 to April 25, 2025. The Debentures will be issued in the form of a fully registered global certificate (the "Global Debenture") registered in the name of CDS & Co. as nominee of CDS Clearing and Depository Services Inc. ("CDS") and held by CDS. The Global Debenture shall be in the form or substantially in the form attached hereto as Schedule "A". Interest shall be paid in the manner provided in the form of the Global Debenture.
2. THAT the Global Debenture (and any replacement global debenture that may be issued pursuant to the Book Entry Only Securities Services Agreement (defined below) if the Global Debenture is defaced, lost, stolen or destroyed) shall be sealed with the common seal of the City of Vancouver, shall bear the signature or facsimile signature of the Mayor of the City of Vancouver and shall be signed by any one of the following officials as the authorized signing officers of the City of Vancouver: the City Treasurer, the Deputy City Treasurer, the Director of Finance or a Deputy Director of Finance. The common seal of the City of Vancouver may be stamped, printed, lithographed or otherwise reproduced.
3. THAT the Global Debenture shall be dated the 25th day of October, 2024 and shall be payable on the 25th day of October, 2034.
4. THAT the Global Debenture will be payable as to principal in lawful money of Canada in accordance with the provisions of the Book Entry Only Securities Services Agreement and the Issuer Procedures (collectively the "Book Entry Only Securities Services Agreement") dated March 22, 2010 in respect of the issue of Debentures authorized by this By-law.
5. THAT the actions of the Deputy Director of Finance in negotiating, executing and delivering the Book Entry Only Securities Services Agreement (including the form of indemnity contained therein) and the actions of the Deputy Director of Finance in negotiating, executing and delivering the purchase agreement dated October 8, 2024 with National Bank Financial Inc., as lead manager, on behalf of the City of Vancouver are hereby ratified, approved and confirmed and that any one of the Director of Finance, the Deputy Director of Finance, the City Treasurer or the Deputy City Treasurer is hereby authorized to complete the issue and sale of the Debentures and, if issued, the Definitive Debentures (defined below) and to enter into and execute, with or without the common seal of the City of Vancouver and deliver on behalf of the City of Vancouver

such other certificates, assurances, documents or instruments and to do all such things as may be necessary or desirable to complete the issue and sale of the Debentures and, if issued, the Definitive Debentures and to otherwise give effect to the intent of this by-law.

6. THAT if definitive sinking fund debentures (the "Definitive Debentures") are issued in exchange for the Global Debenture in accordance with the terms and conditions of the Global Debenture, they shall be in the form or substantially in the form and contain substantially the conditions as set out in Schedule "D" hereto and the following provisions, *inter alia*, shall apply to the Definitive Debentures:

- (a) the Definitive Debentures shall be issued in fully registered form as to principal and interest and interest shall be paid by cheque as provided in the form of debenture attached hereto as Schedule "D";
- (b) the Definitive Debentures shall be in the denominations of \$1,000 of lawful money of Canada and multiples thereof, shall be sealed with the common seal of the City of Vancouver, shall bear the facsimile signature of the Mayor of the City, and shall be signed by any one of the following officials as the authorized signing officers of the City of Vancouver: the City Treasurer, the Deputy City Treasurer, the Director of Finance or a Deputy Director of Finance. The common seal of the City of Vancouver and the signatures of the authorized signing officers of the City of Vancouver may be stamped, printed, lithographed or otherwise reproduced;
- (c) the Definitive Debentures will be dated and be payable on the respective dates and in the respective amounts appropriate to the date of the issuance of the Definitive Debentures in exchange for and upon the surrender of the Global Debenture which amounts will not exceed in aggregate the outstanding balance of the Global Debenture at the date of exchange and in accordance with the maturity date and the Definitive Debentures shall bear the same interest rate (together with un-matured interest obligations) all as set out in the Global Debenture; and
- (d) the Definitive Debentures shall be payable as to principal in lawful money of Canada at any branch in Canada of the bank set out in the Definitive Debentures at the holder's option.

7. THAT if Definitive Debentures are issued in exchange for the Global Debenture, the Council may appoint a transfer agent, registrar and interest disbursing agent for the City of Vancouver for the purposes of performing, *inter alia*, the services of transfer agent, registrar and interest disbursing agent and to perform such other services in accordance with the Vancouver Charter and do such other things in relation to the Debentures as may be authorized by the Council.

8. THAT in each of the years 2025 to 2034, inclusive, a sum shall be levied and raised, in addition to all other rates, by way of real property taxes by a specific rate on all rateable real property in the City of Vancouver or by way of special levies, charges, rates or taxes sufficient to pay the interest falling due in such years on the Debentures.

9. THAT in each of the years 2025 to 2034, inclusive, there shall be levied and raised, in addition to all other rates, by way of real property taxes by a specific rate on all rateable real property in the City of Vancouver or by way of special levies, charges, rates or taxes, such sums

which, with interest on the investment of all such sums, calculated at the rate of five per centum (5%) per annum and capitalized yearly will be sufficient to pay the principal amounts on the Debentures when they become due.

10. THAT the Debentures and, if issued in exchange for the Global Debenture, the Definitive Debentures, shall rank pari passu with all other general obligations of the City of Vancouver, except as to sinking funds.

11. THAT the City of Vancouver is hereby authorized to carry out the objects for which the Debentures and, if issued in exchange for the Global Debenture, the Definitive Debentures are issued.

12. Upon issuance, the net proceeds of this issue of debentures will be held by the City to finance Eligible Projects in accordance with the City's Sustainability Bond Framework.

13. THAT subject to due authorization by the City by borrowing resolution and subject to receipt of such other approvals as may be necessary, the Council may, without the consent of the holders of the Debentures, issue from time to time further debentures in addition to the \$125,000,000 principal amount of Debentures authorized by this by-law having the same terms and conditions as the Debentures in all respects (except where applicable for the first payments of interest thereon). Such further issues shall be consolidated and form a single series with the outstanding Debentures (and, where applicable, other debentures of the same series as may have been issued) and shall mature on the same date or dates and may be interchangeable with the Debentures authorized by this by-law (and, where applicable, other debentures of the same series as may have been issued).

14. THAT Schedules "A" to "D" inclusive shall at all times be deemed an integral part of this by-law.

15. THAT this by-law shall come into force and take effect on the 22nd of October 2024.

DONE AND PASSED in open Council this October 22, 2024.

[SEAL]

MAYOR

CITY CLERK

**THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. 14146 OF THE CITY OF VANCOUVER**

CV2024-1

CANADA

ISIN: CA921577RS35

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

GLOBAL DEBENTURE

Issue of \$125,000,000, 4.00% Sinking Fund Debentures due October 25, 2034 under the provisions of the Vancouver Charter, as amended, and By-Law No. 14146.

The City of Vancouver (the "City") is indebted to and for value received promises to pay to CDS & Co., as nominee of CDS Clearing and Depository Services Inc. or registered assigns, on October 25, 2034, the principal sum of \$125,000,000 in lawful money of Canada and to pay interest on such principal sum in like money from October 25, 2024, or from the last interest payment date to which interest shall have been paid or made available for payment, whichever is the later, at the rate of four point zero per centum (4.00%) per annum, payable half yearly not in advance on the 25th day of April and the 25th day of October in each of the years 2025 to 2034 inclusive. The first payment of interest shall be for the period from October 25, 2024 to April 25, 2025. Interest shall be payable in the manner and in accordance with the Book Entry Only Securities Services Agreement (including the Issuer Procedures) dated March 22, 2010 addressed to CDS Clearing and Depository Services Inc. and the Acknowledgement dated October 10, 2024 which was signed on behalf of the City by the Deputy Director of Finance and the Deputy City Treasurer of the City.

The City is hereby and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Global Debenture.

This Global Debenture represents an authorized issue of \$125,000,000, 4.00% sinking fund debentures of the City due October 25, 2034 (the "Debentures").

This Global Debenture is issued by the City under and by authority of and in full compliance with the laws of the Province of British Columbia, including the Vancouver Charter, as amended, and By-Law No. 14146 duly and legally passed by the Council of the City.

The Debentures rank pari passu with all other general obligations of the City, except as to sinking funds.

All acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Global Debenture have been properly done, fulfilled and performed and exist in regular and in due form as required by the laws of the Province of British Columbia and

the total indebtedness of the City, including this Global Debenture, does not exceed any statutory limitations, and provision has been made to levy real property taxes or to levy special levies, charges, rates or taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Global Debenture when due.

This Global Debenture is subject to the conditions endorsed hereon which form a part hereof.

IN WITNESS WHEREOF the City has caused this Global Debenture to be sealed with the common seal of the City, to bear the signature of its Mayor, to be signed by its authorized signing officer and to be dated October 25, 2024.

[SEAL]

Mayor

Authorized Signing Officer

CONDITIONS

This Global Debenture is registered in the name of CDS & Co., as nominee of CDS Clearing and Depository Services Inc. ("CDS") and held by CDS. Beneficial interests in this Global Debenture are represented through book-entry accounts to be established and maintained by CDS of financial institutions acting on behalf of beneficial owners as direct and indirect participants of CDS.

Except in limited circumstances, owners of beneficial interests in this Global Debenture will not be entitled to have debentures registered in their names and will not receive nor be entitled to receive certificated debentures in definitive form. The City will have no responsibility or liability for maintaining, supervising or reviewing any records of CDS relating to beneficial interests in this Global Debenture or for any aspect of the records of CDS relating to payments made by CDS on account of such beneficial interests.

Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("CDS") to the City or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & Co., or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & Co. or to such other entity as is requested by an authorized representative of CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered holder hereof, CDS & Co., has a property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate.

SCHEDULE "B"

PART I 2019 – 2022 CAPITAL PROGRAM PLEBISCITE

AUTHORIZED UNDER SECTION 245 OF THE VANCOUVER CHARTER

1. Street and Bridge Infrastructure

To provide for major maintenance, reconstruction and enhancement of the arterial and neighbourhood transportation networks, sidewalks, greenways and cycle routes and to undertake major maintenance of bridges and other structures, including repairs and structural work on Granville Bridge. \$ 3,684,487

2. Traffic Signals and Street Lighting

To provide for major maintenance, replacement and enhancement of traffic signals and street lighting that are beyond economical repair or no longer meet operational requirements. \$ 7,779,320

3. Maintenance of Community and Civic Facilities

To provide for ongoing capital maintenance such as replacement of roofs, windows, elevators, heating/ventilation, electrical and plumbing systems. \$ 12,120,000

4. Renovations of Community and Civic Facilities

To provide for renovations or other upgrades such as renovations to community spaces, wheelchair access improvements, energy conservation upgrades and removal of hazardous materials. \$ 10,727,899

5. Maintenance and Renovations Parks

To provide for ongoing capital maintenance, renovations or other upgrades of existing parks, park buildings and features within parks such as the seawall, pathways, playgrounds, playfields and sport courts. \$ 5,758,250

6. Replacement of existing community facilities

To provide for replacement, renewal or rehabilitation of existing community facilities, including Marpole-Oakridge Community Centre, Marpole Library, the City Archives, and other projects such as Britannia Community Centre, Ray-Cam Community Centre or West End Community Centre that are at

the planning or design stage	\$ 31,812,850
7. Replacement of existing civic facilities	
To provide for ongoing capital maintenance such as replacement of roofs, windows, elevators, heating/ventilation, electrical and plumbing systems.	\$ 1,550,000
Subtotal PART I	<u>\$ 73,432,806</u>

PART II: 2023-2026 CAPITAL PROGRAM PLEBISCITE

AUTHORIZED UNDER SECTION 245 OF THE VANCOUVER CHARTER

1. Street and Bridge Infrastructure

To provide for major maintenance, reconstruction and enhancement of the arterial and neighbourhood transportation networks, sidewalks, greenways and cycle routes and to undertake major maintenance of bridges and other structures, including repairs and structural work on the Granville Bridge and Cambie Bridge.	\$ 42,000,000
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2. Core Operating Technology

To provide for renewal and enhancement of the City's core operating information technology systems such as fiber, data centres, servers and applications that are critical to the delivery of and access to City services and programs.	\$ 9,567,194
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Subtotal PART II	<u>\$ 51,567,194</u>
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Grand Total of Part I and Part II	<u>\$ 125,000,000</u>
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SCHEDULE "C.1"

**CITY OF VANCOUVER
2019 – 2022 CAPITAL PLAN BORROWING QUESTIONS
SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the capital works program with respect to Transportation and Technology.

1. TRANSPORTATION AND CORE OPERATING TECHNOLOGY

Are you in favour of Council having the authority, without further assent of the electors, to pass by-laws between January 1, 2019 and December 31, 2022 to borrow an aggregate \$100,353,000 for the following purposes?

A. Street and Bridge Infrastructure

To provide for major maintenance, reconstruction and enhancement of the arterial and neighbourhood transportation networks, sidewalks, greenways and cycle routes and to undertake major maintenance of bridges and other structures, including repairs and structural work on Granville Bridge. \$ 47,429,000

B. Traffic Signals and Street Lighting

To provide for major maintenance, replacement and enhancement of traffic signals and street lighting that are beyond economical repair or no longer meet operational requirements. \$ 42,924,000

C. Technology Projects

To provide for the renewal and enhancement of the City's information technology systems such as data centres, servers and applications that support the delivery of and access to City services and programs. \$ 10,000,000

Total **\$ 100,353,000**

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$100,353,000.

2. CAPITAL MAINTENANCE AND RENOVATION PROGRAMS FOR EXISTING COMMUNITY FACILITIES, CIVIC FACILITIES AND PARKS

Are you in favour of council having the authority, without further assent of the electors, to pass by-laws between January 1, 2019 and December 31, 2022 to borrow an aggregate \$99,557,000 for the following purposes?

A. Maintenance of Community and Civic Facilities

To provide for ongoing capital maintenance such as replacement of roofs, windows, elevators, heating/ventilation, electrical and plumbing systems \$ 59,175,000

B. Renovations of Community and Civic Facilities

To provide for renovations or other upgrades such as renovations to community spaces, wheelchair access improvements, energy conservation upgrades and removal of hazardous materials. \$ 23,975,000

C. Maintenance and Renovations of Parks

To provide for ongoing capital maintenance, renovations or other upgrades of existing parks, park buildings and features within parks such as the seawall, pathways, playgrounds, playfields and sport courts. \$ 16,407,000

Total **\$ 99,557,000**

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$99,557,000.

3. REPLACEMENT OF EXISTING COMMUNITY FACILITIES AND CIVIC FACILITIES

Are you in favour of council having the authority, without further assent of the electors, to pass by-laws between January 1, 2019 and December 31, 2022 to borrow an aggregate \$100,090,000 for the following purposes?

A. Community Facilities

To provide for replacement, renewal or rehabilitation of existing community facilities, including Marpole-Oakridge Community Centre, Marpole Library, the City Archives, and other projects such as Britannia Community Centre, Ray-Cam Community Centre or West End Community Centre that are at the planning or design stage

\$ 62,840,000

B. Civic Facilities

To provide for replacement, renewal or rehabilitation of existing civic facilities, including the first phase at Sunset Service Yard, seismic upgrade of the Kitsilano Fire Hall, and other projects such as Manitoba Service Yard or one of the downtown fire halls that are at the planning or design stage

\$ 37,250,000

Total

\$ 100,090,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$100,090,000.

SCHEDULE "C.2"

APPROVED BY COUNCIL

July 20, 2021

Extract from the Report to Council (RTS # 14195)
Council Meeting
July 20, 2021

**ADOPTED ON CONSENT (Vote No. 07521) AND B
BY THE REQUIRED MAJORITY**

- B. THAT Council approve the varying of \$0.8 million of borrowing authority in the 2019-2022 Capital Plan for "1 Transportation and Technology" from "1B. Traffic Signals and Street Lighting" to "1A. Street and Bridge Infrastructure" to support the Capital adjustment request for Granville Bridge Coating Project; where the variation of borrowing authority requires 2/3 affirmative votes of all Council members.

Extract from the Report to Council (RTS# 14476)
Council Meeting
December 7, 2021

MOVED by Councillor Dominato
SECONDED by Councillor Bligh

- J. THAT Council approve the varying of \$1.974 million of borrowing authority in the 2019-2022 Capital Plan for "1 Transportation and Technology" from "1B. Traffic Signals and Street Lighting" to "1A. Street and Bridge Infrastructure" to support the transfer from Emerging Priorities funding to support City's Climate Emergency Response transportation initiatives as part of 2019-2022 Capital Plan Recalibration council approved use of Emerging Priorities funding.

- K. THAT Council approve the varying of \$26.855 million of borrowing authority in the 2019-2022 Capital Plan for "3 Replacement of existing community facilities and Civic Facilities" from "3A. Community Facilities" to "3B. Civic Facilities" to support the transfer from Emerging Priorities funding to support Grandview Fire hall project as part of 2019-2022 Capital Plan Recalibration council approved use of Emerging Priorities funding.

APPROVED BY COUNCIL

March 02, 2022

Extract from the Report to Council (RTS# 14824)
Standing Committee on Policy and Strategic Priorities
March 02, 2022

CARRIED UNANIMOUSLY WITH B BY
THE REQUIRED MAJORITY (Vote No. 08161)
(Councillors Boyle, Swanson, and Mayor Stewart absent for the vote)

- B. THAT Council approve the varying of borrowing authority for \$2.0 million in the 2019-2022 Capital Plan for "3 Replacement of existing community facilities and Civic Facilities" from "3B. Civic Facilities" to "3A. Community Facilities". As a result of an additional external funding allocation to Civic facilities (Fire Hall 12 Seismic Upgrades), funding in this category is available that would be reallocated to support Community Facilities (Archives Relocation project). The variation of borrowing authority requires 2/3 affirmative votes of all Council members.

APPROVED BY COUNCIL

March 29, 2022

IN-CAMERA COUNCIL MEETING

MARCH 29, 2022

DECISION RELEASE

Funding Agreement for Housing at Coal Harbour School, Childcare and Affordable Housing Project

- A. THAT Council approve an adjustment to the approved funding sources for the multi-year capital project budget for the Coal Harbour School, Childcare and Affordable Housing Project by replacing the funding from Replacement Housing Development Cost Levies on the housing component of the Project with a \$3,540,550 grant ("FCM Grant") and a \$3,540,550 loan ("FCM Loan) from the Federation of Canadian Municipalities ("FCM"), subject to the City and FCM executing a loan and grant agreement.

FURTHER THAT Council approve the repayment of the FCM Loan and associated interest from the Replacement Housing Development Cost Levies on the housing component of the Project.

AND FURTHER THAT Council approve the varying of \$3,540,550 of borrowing authority in the 2019-2022 Capital Plan for "3A Replacement of existing community facilities" to the Coal Harbour School, Childcare and Affordable Housing Project to enable the City to leverage this external loan and grant funding opportunity and reduce the City's overall contribution to the Project.

- B. THAT subject to the approval of A above, Council authorize the Director of Legal Services, in consultation with the General Manager of Finance, Risk and Supply Chain Management/Director of Finance, to, on behalf of the City, negotiate and execute an agreement with the Federation of Canadian Municipalities for a loan of up to \$3,540,550 and a grant of \$3,540,550 to fund the Project.

SCHEDULE "C.3"

**CITY OF VANCOUVER
2023 – 2026 CAPITAL PLAN BORROWING QUESTIONS
SUBMITTED TO ALL ELECTORS**

The questions seek authority to borrow funds to be used in carrying out the capital works program were grouped into three plebiscite questions as follows:

1. TRANSPORTATION AND CORE OPERATING TECHNOLOGY

Are you in favour of Council having the authority, without further assent of the electors, to pass by-laws between January 1, 2023 and December 31, 2026 to borrow an aggregate \$173,450,000 for the following purposes?

A. Street and Bridge Infrastructure

To provide for major maintenance, reconstruction and enhancement of the arterial and neighbourhood transportation networks, sidewalks, greenways and cycle routes and to undertake major maintenance of bridges and other structures, including repairs and structural work on the Granville Bridge and Cambie Bridge.

\$ 94,250,000

B. Traffic Signals and Street Lighting

To provide for major maintenance, replacement and enhancement of traffic signals and street lighting that are beyond economical repair or no longer meet operational requirements.

\$ 54,300,000

C. Electrical Services in Public Spaces

To provide for increased availability of electrical services in public spaces including uses such as electrical vehicle and bike charging, electrical kiosks for food trucks, filming and events, and lighting in public gathering spaces.

\$ 8,500,000

D. Core Operating Technology

To provide for renewal and enhancement of the City's core operating information technology systems such as fiber, data centres, servers and applications that are critical to the delivery of and access to City services and programs.

\$ 16,400,000

Total

\$ 173,450,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$173,450,000.

2. COMMUNITY FACILITIES

Are you in favour of Council having the authority, without further assent of the electors, to pass by-laws between January 1, 2023 and December 31, 2026 to borrow an aggregate \$162,075,000 for the following purposes?

A. Renewal of Vancouver Aquatic Centre

To provide for replacement, renewal or rehabilitation of the Vancouver Aquatic Centre. \$ 103,000,000

B. Renewal and Upgrades of Community Facilities

To provide for replacement, renewal or rehabilitation of community facilities, including RayCam Community Centre and Childcare and/or other community facility projects. (Community facilities include buildings such as community centres, pools, rinks, libraries, childcare facilities, cultural facilities, social facilities, and affordable housing.) \$ 59,075,000

Total **\$ 162,075,000**

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$162,075,000.

3. PARKS, PUBLIC SAFETY AND OTHER CIVIC FACILITIES, CLIMATE ADAPTION, AND OTHER EMERGING PRIORITIES

Are you in favour of Council having the authority, without further assent of the electors, to pass by-laws between January 1, 2023 and December 31, 2026 to borrow an aggregate \$159,475,000 for the following purposes?

A. Renewal, Maintenance, and Upgrades of Parks

To provide for renewal, ongoing capital maintenance, renovations or other upgrades of parks, park buildings and features within parks such as the seawall, pathways, playgrounds, playfields, and sport courts. \$ 33,450,000

B. Renewal and Upgrades of Public Safety and Other Civic Facilities

To provide for replacement, renewal or rehabilitation of public safety and other civic facilities, including the Downtown South Firehall, Animal Shelter, and/or other civic facility projects. \$ 60,610,000

C. Emerging Climate Adaptation Priorities

To provide for additional replacement, renewal, or upgrade of infrastructure in response to climate change to withstand current and future risks associated with natural hazards; such as seawall reconstruction, urban canopy other climate adaptation projects. \$ 20,000,000

D. Senior Government Partnership and/or Other Emerging Priorities

To provide for the City's share of funding to leverage senior government and partner funding in the areas of transportation, community facilities, parks, civic facilities and technology, and/or other emerging priorities. \$ 45,415,000

Total \$ 159,475,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$159,475,000.

**THIS IS SCHEDULE "D" REFERRED TO IN
BY-LAW NO. 14146 OF THE CITY OF VANCOUVER**

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

4.00% SINKING FUND DEBENTURE

NO. •

Issued under the provisions of the Vancouver Charter, as amended, and By-law No. 14146 (the "Borrowing By-law").

The City of Vancouver (the "City") is indebted to and for value received promises to pay to

or registered assigns on the 25th day of October, 2034 the principal sum of

in lawful money of Canada at any branch of the Bank of Montreal in Canada at the registered holder's option upon presentation and surrender of this debenture and to pay interest thereon in like money from the 25th day of October, 2024, or from the last interest payment date to which interest shall have been paid or made available for payment, whichever is later, at the rate of four point zero per centum (4.00%) per annum, payable half yearly not in advance on the 25th day of October and the 25th day of April in each of the years 2025 to 2034. Interest shall be payable in the manner provided in the conditions endorsed hereon.

The City is hereby and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this debenture.

This debenture is issued by the City under and by authority of and in full compliance with the laws of the Province of British Columbia, including the Vancouver Charter, as amended, and the Borrowing By-law duly and legally passed by the Council of the City.

This debenture ranks pari passu with all other general obligations of the City, except as to sinking funds.

All acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this debenture have been properly done, fulfilled and performed and exist in regular and in due form as required by the laws of the Province of British Columbia. The total indebtedness of the City including the debentures of this issue does not exceed any statutory limitations, and provision has been made to levy real property taxes or to levy special levies, charges, rates or taxes sufficient to pay the interest promptly as it matures and to pay the principal of this debenture when due.

This debenture is subject to the conditions endorsed hereon which form a part hereof.

IN WITNESS WHEREOF the City has caused this debenture to be sealed with the facsimile common seal of the City, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated (here insert the appropriate date)

[SEAL]

Mayor

Authorized Signing Officer

CONDITIONS

1. The debentures of this issue are issuable as fully registered debentures in denominations of \$1,000 or any multiple thereof.
2. This debenture is exchangeable or transferable at the office of the City Treasurer, City Hall, Vancouver, British Columbia, or at the offices of [here insert details of any transfer agent appointed] or any successor or replacement transfer agent upon presentation for such purpose accompanied by a written instrument in form approved by the City, executed by the registered holder hereof or by the holder's duly authorized attorney, whereupon this debenture will be cancelled and one or more debentures of this issue of an equal aggregate principal amount and of like maturity will be delivered to the transferee.
3. Exchanges and transfers of debentures as aforesaid will be made at the City Hall or at the offices of the transfer agent referred to above upon compliance by the debenture holders with such reasonable regulations as may be prescribed by the City and without any charge by the City or any transfer agent.
4. Neither the City nor any transfer agent shall be required to make any registrations or transfers of debentures within 15 business days prior to an interest payment date.
5. Neither the City nor any transfer agent shall be bound to see to the execution of any trust affecting the ownership of any debenture or be affected by notice of any equity that may be subsisting in respect thereof.
6. The interest on this debenture will be paid by cheque drawn on the Bank of Montreal. Cheques for interest will be sent through the post to the registered address of the registered holder or in the case of joint holders to the registered address of that one of the registered joint holders who is first named on the register or to such person and to such address as the registered holder or registered joint holders may in writing direct. Every such cheque will be payable to the person to whom it is sent. The registered holder hereof or the legal personal representatives of the holder will be regarded as exclusively entitled to the principal moneys hereby secured and, in the case of joint registered holders of this debenture, the said principal moneys shall be deemed to be owing to them on joint account.

NO.

CANADA

CITY OF VANCOUVER
BRITISH COLUMBIA

4.00%

SINKING FUND DEBENTURE

BY-LAW NO. 14146

DATED: October 25, 2024

DUE: October 25, 2034

Interest Payable
October 25 and April 25

Principal
payable at any branch of the
Bank of Montreal in Canada

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 July 13, 2023, Council gave conditional approval to the rezoning of the site at 1961-1995 East Broadway and 2645 Semlin Drive. 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
October 22, 2024

1961-1995 East Broadway and
2645 Semlin Drive

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 (876).

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) Cultural and Recreational Uses;
- (b) Dwelling Uses, limited to Mixed-Use Residential Building;
- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses;
- (g) Utility and Communication Uses; and
- (h) Accessory uses customarily ancillary to the uses permitted in this section.

Conditions of Use

4.1 The design and layout of at least 35% of the total dwelling units must:

- (a) be suitable for family housing; and
- (b) have 2 or more bedrooms, of which:
 - (i) at least 25% of the total dwelling units must be 2-bedroom units, and
 - (ii) at least 10% of the total dwelling units must be 3-bedroom units.

4.2 No portion of the first storey of a building, to a depth of 10.7 m from the front wall of the building and extending across its full width, may be used for residential purposes except for entrances to the residential portion.

4.3 All commercial uses and accessory uses must be carried on wholly within a completely enclosed building except for:

- (a) display of flowers, plants, fruits and vegetables in conjunction with a permitted use;
- (b) farmers' market;
- (c) neighbourhood public house;
- (d) public bike share; and
- (e) restaurant.

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods, and the Director of Planning may impose any conditions the Director of Planning considers necessary, having regard to the types of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this by-law.

4.4 The site's East Broadway frontage must provide active commercial uses at grade through the provision of contiguous ground floor commercial space.

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 1,873 m², being the site area at the time of the application for the rezoning application evidenced by this by-law, and prior to any dedications.

5.2 The floor space ratio for all uses must not exceed 3.0.

5.3 The total floor area for commercial uses must be a minimum of 655 m².

5.4 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.

5.5 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, provided that:
 - (i) the total floor area of all such exclusions must not exceed 12% of the residential floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof 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;
- (e) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² 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.

5.6 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.

Building Height

6.1 Building height must not exceed 21.6 m.

6.2 Despite section 6.1 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 24.3m.

Schedule A



RZ- 1961-1995 East Broadway & 2465 Semlin Drive

map: 1 of 1

scale: NTS



City of Vancouver

ph date: 2023-07-13

EXPLANATION


A By-law to amend Zoning and Development By-law No. 3575 to rezone an area from R1-1 to RR-2B

Following the Public Hearing on November 16, 2023, Council gave conditional approval to the rezoning of the site at 6065-6075 Collingwood Place. 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. 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
October 22, 2024



The properties outlined in black () are rezoned:
From **R1-1** to **RR-2B**

RZ - 6065-6075 Collingwood Place	map: 1 of 1	
	scale: NTS	
City of Vancouver	ph: 2023-11-16	

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

Following the Public Hearings on May 9 and 11, 2023, Council gave conditional approval to the rezoning of the site at 1040-1080 Barclay Street. 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
October 22, 2024

1040-1080 Barclay Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This by-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan 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 (877).

Definitions

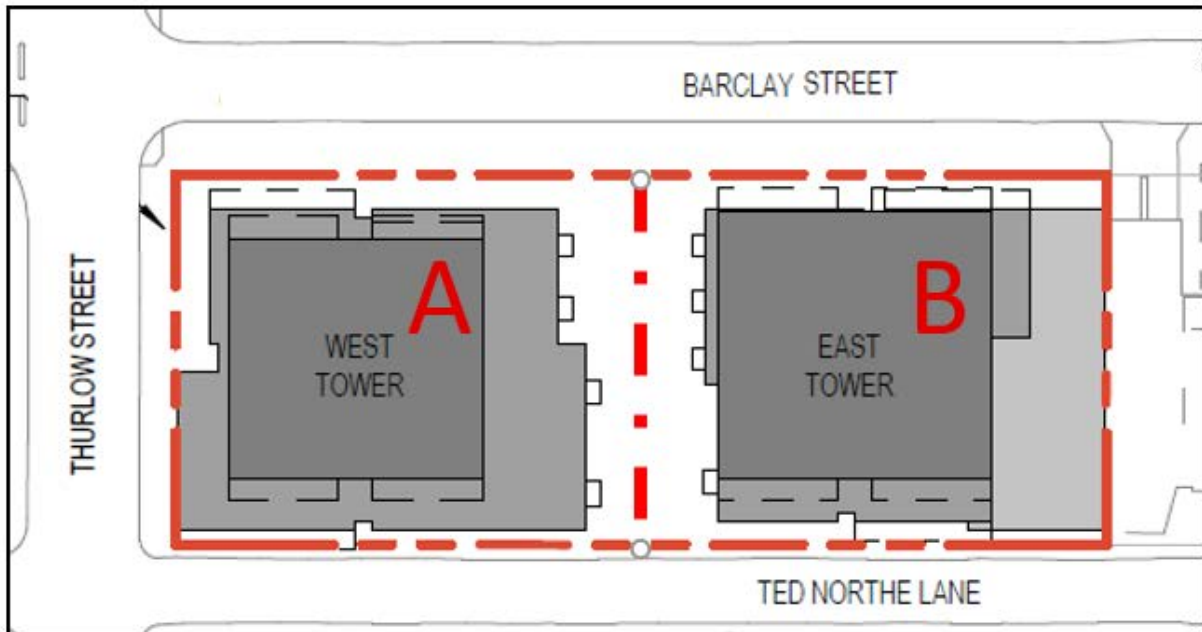
3. Words in this by-law have the meaning given to them in the Zoning and Development By-law, except that:

- (a) for the purposes of calculating the total dwelling unit area for section 6.3 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 7.5 of this by-law; and
- (b) "Below-market Rental Housing Units" means dwelling units where the rents are set, at the commencement of each new tenancy, at rates that do not exceed either 20% or 50% below the Canada Mortgage Housing Corporation (CMHC) average rents for Zone 3 (Downtown), all as secured by a housing agreement registered on title to the property.

Sub-areas

4. The site is to consist of 2 sub-areas generally as illustrated in Figure 1, for the purpose of establishing the conditions of use, the site area and the maximum permitted density for each sub-area.

Figure 1: Sub-areas



Uses

5. 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) Agricultural Uses, limited to Urban Farm Class B;
- (b) Cultural and Recreational Uses;
- (c) Dwelling Uses, limited to Mixed-use Residential;
- (d) Institutional Uses;
- (e) Live-Work Use;
- (f) Office Uses;
- (g) Retail Uses;
- (h) Service Uses;
- (i) Utility and Communication Uses; and
- (j) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

- 6.1 In sub-area A, a minimum of:
- (a) 23% of the total residential floor area must be used for social housing; and
 - (b) 429 m² of the total floor area must be used for Child Day Care Facility use, secured to the City's satisfaction.
- 6.2 In sub-area B, all residential floor area must be used for rental housing.
- 6.3 In sub-area B, a minimum of 20% of the total dwelling unit area must be below-market rental housing units.
- 6.4 The design and layout of at least 35% of the total number of below-market rental units and at least 35% of the total number of market rental dwelling units must:
- (a) be suitable for family housing; and
 - (b) include 2 or more bedrooms.
- 6.5 The design and layout of at least 50% of the total number of social housing dwelling units must:
- (a) be suitable for family housing; and
 - (b) include 2 or more bedrooms.
- 6.6 The design and layout of at least 35% of the total number of strata dwelling units must:
- (a) be suitable for family housing; and
 - (b) include 2 or more bedrooms, of which:
 - (i) at least 25% of the total dwelling units must be 2-bedroom units, and
 - (ii) at least 10% of the total dwelling units must be 3-bedroom units.
- 6.7 All commercial uses and accessory uses must be carried on wholly within a completely enclosed building, other than the following:
- (a) display of flowers, plants, fruits and vegetables in combination with a permitted use;
 - (b) farmers' market;
 - (c) neighbourhood public house;
 - (d) public bike share; and
 - (e) restaurant;

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods, and the Director of Planning may impose any conditions the Director of Planning considers necessary, having regard to the types of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this by-law.

Floor Area and Density

7.1 Computation of floor area must assume that the site area for sub-area A is 2,049.3 m² and sub-area B is 1,970.8 m², being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

7.2 In sub-area A, the floor space ratio for all uses combined is 20.7.

7.3 In sub-area B, the floor space ratio for all uses combined is 25.0.

7.4 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.

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

- (a) open and enclosed 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 residential floor area for each sub-area, and
 - (ii) no more than 50% of the excluded residential balcony floor area may be enclosed, and
 - (iii) non-residential 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;
- (e) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be

no exclusion for any of the residential storage area above base surface for that unit;

- (f) all storage area below base surface for non-dwelling uses; and
- (g) shared laundry areas for social housing.

7.6 The Director of Planning or Development Permit Board may exclude from the computation of floor area:

- (a) common amenity areas, to a maximum of 10% of the total permitted floor area; and
- (b) additional floor area as required to meet licensing requirements for the Child Day Care Facility;

if the Director of Planning or Development Permit Board considers the intent of this by-law and all applicable Council policies and guidelines.

7.7 In sub-area B, 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

8.1 Building heights must not exceed 167.6 m.

8.2 Despite section 8.1 of this by-law and building height regulations in section 10 of the Zoning and Development By-law, if the Director of Planning permits mechanical appurtenances including mechanical screens and elevator overrun, or rooftop access structures, the height of the portions of the building with the permitted appurtenances must not exceed 177.4 m.

Horizontal Angle of Daylight

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

9.2 For the purposes of section 9.1 above, habitable room means any room except a bathroom or a kitchen.

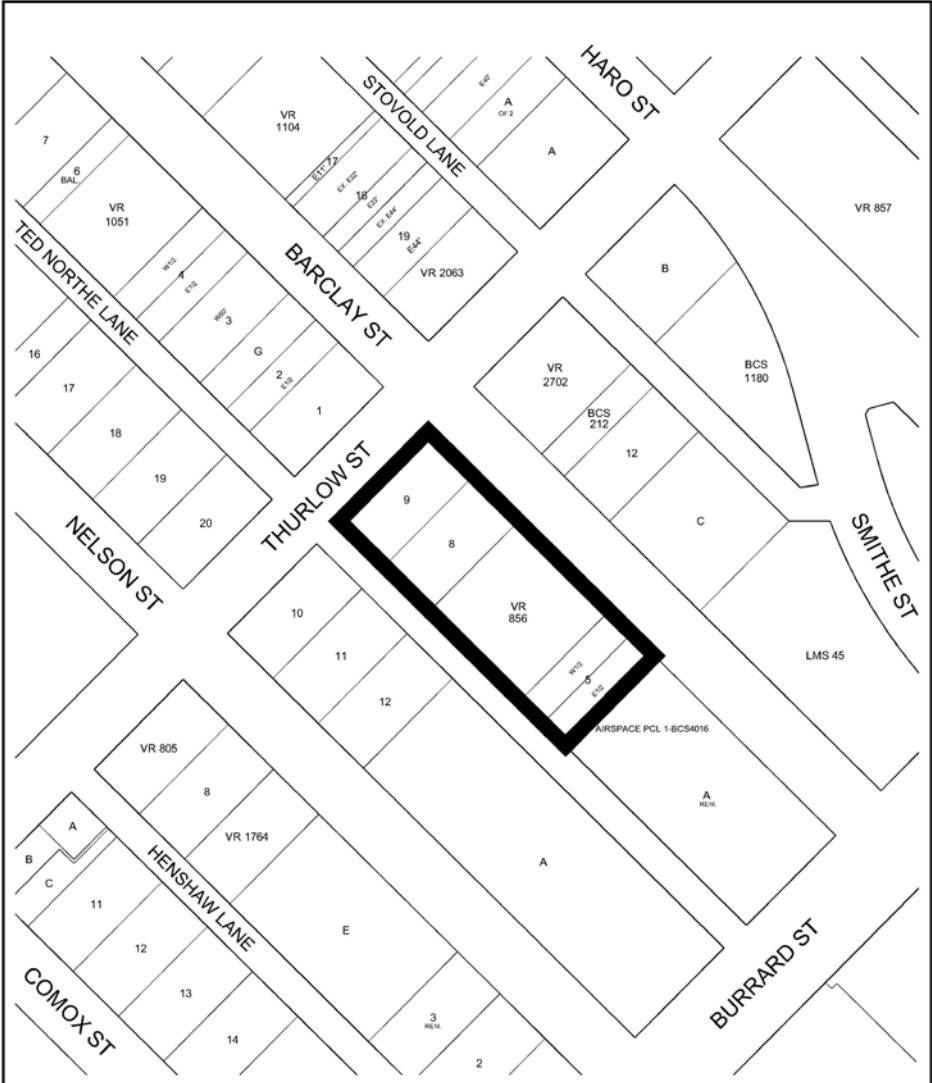
9.3 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or 2 angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

9.4 The plane or planes referred to in section 9.3 above must be measured horizontally from the centre of the bottom of each window.

9.5 An obstruction referred to in section 9.3 above means:

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

Schedule A



The properties outlined in black () are rezoned:
 From **RM-5C** to **CD-1**

RZ- 1040-1080 Barclay Street	map: 1 of 1	↑
	scale: NTS	
City of Vancouver	ph date: 2023-05-11	

EXPLANATION

**2025 Taxation Exemption By-law
Re: Seniors Housing**

On February 23, 1995, Council approved permissive property tax exemptions for certain seniors housing properties, as described in a policy report dated February 1, 1995, and instructed the Director of Legal Services “to submit annual exempting by-laws in that regard, with the by-laws reflecting any changes in property status from the previous year”. Notice of this proposed exemption By-law has been published in accordance with the requirements of the Vancouver Charter and enactment of this By-law will accomplish Council’s instructions.

Director of Legal Services
October 22, 2024

BY-LAW NO.

**A By-law to exempt from taxation certain lands
and improvements pursuant to
section 396 of the Vancouver Charter**

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

1. Pursuant to sections 396(1)(g) and 396F of the *Vancouver Charter*, Council exempts from real property taxation for the year 2025 the following lands and improvements:

2025 EXEMPT SENIORS HOUSING

<u>Name</u>	<u>Civic Address</u>	<u>Assessment Roll No.</u>	<u>Legal Description</u>	<u>Parcel Identifier No.</u>
Baptist Foundation of BC	6398 Clarendon St Vancouver BC V5S 4X8	024-266-772-26-0000	Lot 1 Block 3 District Lot 336 Plan BCP 13061	026-038-218
Baptist Foundation of BC	2526 Waverley Ave Vancouver BC V5S 4W1	024-765-266-06-0000	Lot A, Block 3, District Lot 336, Plan LMP42065	024-525-511
Baptist Housing Society of BC	1425 2 nd Ave E Vancouver BC V5N 5L9	014-631-232-04-0000	Lot 2, Block 71, District Lot 264A, Plan 11322	009-116-796
Hopehill Living In Community Society	2050 Rupert St Vancouver BC V5M 3S5	021-634-300-04-0000	Lot C, Section 29 THSL, Plan BCP23618	026-666-511
Hopehill Living In Community Society	3355 5 th Ave E Vancouver BC V5M 0A1	021-634-300-52-0000	Lot B, Section 29 THSL, Plan BCP23618	026-666-502
Hopehill Living in Community Society	2075 Cassiar St Vancouver BC V5M 4Y1	021-634-300-92-0000	Lot A, Section 29 THSL, Plan BCP23618	026-666-499
Brightside Community Homes Foundation	1630 Barclay St Vancouver BC V6G 1K1	027-605-113-66-0000	Lot 3, Block 58, District Lot 185, Plan VAP92	015-757-366

Brightside Community Homes Foundation	2495 3 rd Ave W Vancouver BC V6K 1L9	002-638-077-07-0000	Lot D, Block 221, District Lot 526, Plan 13958	007-987-072
Brightside Community Homes Foundation	1620 6 th Ave E Vancouver BC V5N 1P3	014-641-234-20-0000	Lot 11, Except part in Explanatory Plan 17049, and Lot 12, except part in Ref Plan 1708 and part in Explanatory Plan 17049 of the north 1/2 of Lot B, Block 154, District Lot 264A, Plans 1141 and 1771	014-875-829 014-877-261
Brightside Community Homes Foundation	2330 Balsam St Vancouver BC V6K 3M8	002-648-078-05-0000	Lots 19 and 20, Block 302, District Lot 526 Plan VAP1058	015-014-878 015-014-860
Brightside Community Homes Foundation	1400 11th Ave E Vancouver BC V5N 1Y5	014-665-230-68-0000	Lot 30 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-885
Brightside Community Homes Foundation	1444 13th Ave E Vancouver BC V5N 2B6	014-683-230-82-0000	Lot F, Block 171, District Lot 264A, Plan 13858	008-003-408
Brightside Community Homes Foundation	2950 Euclid Ave Vancouver BC V5R 5C6	023-722-283-48-0000	Lot B, District Lot 37, Plan LMP16032	018-710-247
Brightside Community Homes Foundation	1451 12 th Ave E Vancouver BC V5N 2A1	014-670-230-85-0000	Lot A Block 160 Plan EPP109796 Lot 264A	031-403-166
Broadway Pentecostal Benevolent Association of British Columbia	2633 Broadway E Vancouver BC V5M 4G6	021-650-274-27-0000	Lot D, Block 22, Section 34, North Half, Town of Hastings Suburban Lands, Narrative Plan 15011	007-711-565

Calling Ministries	2768 King Edward Ave W Vancouver BC V6L 1T7	004-710-072-06-0000	Lot A (Explanatory Plan 7180), Block J District Lot 2027, Plan VAP5702	011-090-235
Chau Luen Kon Sol Society of Vancouver	325 Keefer St Vancouver BC V6A 1X9	013-192-592-92-0000	Lot B, Block 122, District Lot 196, Plan 13208	008-706-221
Christ Church of China	300 Pender St E Vancouver BC V6A 1T9	013-192-592-04-0000	Lot A, Block 122, District lot 196, Plan 13208	008-706-212
Columbus Charities Association	5233 Joyce St Vancouver BC V5R 4G9	023-306-720-45-0000	Lot 2, Blocks 69, 70 and 155 to 157, District Lot 37, Plan VAP13188	008-721-670
Finnish Canadian Rest Home Association	2100 Harrison Dr Vancouver BC V5P 2P6	025-828-251-94-0000	Lots 12 to 15 and B, Block 23, Fraserview, Plans 20067 and 8574	006-862-632 010-041-842 010-041-851 010-041-877 010-041-885
Finnish Canadian Rest Home Association	2230 Harrison Dr Vancouver BC V5P 2P6	025-828-258-02-0000	Lot 1 Block 24 Plan EPP96810 District Lot Fraserview	031-159-923
King Edward Court Society	2751 King Edward E Vancouver BC V6L 1T8	004-710-072-95-0000	Lot E, Block G, District Lot 2027, Plan VAP16624	007-396-953
Kiwanis Vancouver Senior Citizens Housing Society	8790 Marine Dr SW Vancouver BC V6P 6A4	012-125-832-84-0000	Lot B, Block E, District Lot 318, Plan 13136	008-724-482
Kiwanis Vancouver Senior Citizens Housing Society	7101 Kerr St Vancouver BC V5S 3E2	025-300-811-05-0000	North 1/2 of Lot 4 of Lot A, Block 71, Fraserview, Plan 11199	009-127-691

M. Kopernik (Nicolaus Copernicus) Foundation	3128 Rosemont Dr Vancouver BC	025-817-300-22-0000	The westerly 217 feet only of Lot 44, District Lot 334, Plan 14240 (which portion is used as a low rental apartment for seniors & has the civic address of 3132 Rosemont Drive)	007-881-002
Mennonite Senior Citizens Society of British Columbia	1750 41 st Ave E Vancouver BC V5P 4N5	019-755-237-51-0000	Lot A, Blocks 1 and 2, District Lot 717, Plan 14859	007-719-230
New Chelsea Society	3075 Nanaimo St Vancouver BC V5N 5G4	014-270-670-95-0000	Lot 1 of Lot B, Block 166, District Lot 264A, Plan 8570, except for that portion currently leased to Telus for their cell towers	010-017-712
New Chelsea Society	3640 Victoria Dr Vancouver BC V5N 5P1	014-693-253-64-0000	Lot 1, Blocks D and 13, Plan VAP 13938, District Lot 195, Except Firstly part in SRW Plan 17162 and Secondly Portion in BCP10046	007-990-278
Parish of St Paul Vancouver	1254 Pendrell St Vancouver BC V6E 3N4	027-609-117-44-0000	Lots 4 West Half and 5, Block 37, District Lot 185, Plan 92	015-741-010 015-741-001
Roman Catholic Archbishop of Vancouver John Paul II Pastoral Centre	551 Georgia St E Vancouver BC V6A 1Z8	013-596-196-49-0000	Lots 19 to 25, Block 85, District Lot 196, Plan VAP196	015-565-572 015-565-599 015-565-602 015-565-611 015-565-637 015-565-645 015-565-653
Society for Christian Care of Elderly	1030 Burnaby St Vancouver BC V6E 1N8	027-613-119-54-0000	Lot 2, Block 12, District Lot 185, Plan 14172	008-477-426

South Amherst Housing Society	7008 Balmoral St Vancouver BC V5P 4N3	025-244-805-96-0000	Lot 8, Block 2, Fraserview, Plan 8393	010-113-606
The V E L Housing Society 101-1717 Adanac St	2122 Oxford St Vancouver BC V5L 1E9	014-577-259-06-0000	Lots 1-3, Block 20, District Lot 184, Plan VAP178	015-684-695 015-684-709 015-684-717
The V E L Housing Society 101-1717 Adanac St	740 Commercial Dr Vancouver BC V5L 3W5	014-596-250-04-0000	Lot E, 2 & 3 of Lot 8 Block D, District Lot 183, Plan 6254 & 729	010-924-281 015-163-512 015-163-539
Ukrainian Senior Citizens Housing Society	7007 Kerr St Vancouver BC V5S 3E2	025-300-810-95-0000	Lot 3 of Lot A, Block 71, Fraserview, Plan 11199	009-127-682

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

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

ENACTED by Council this _____ day of _____, 2024

Mayor

City Clerk

EXPLANATION

Subdivision By-law No. 5208 amending By-law Re: 1250 West 54th Avenue

Enactment of the attached by-law will reclassify the property at 1250 West 54th Avenue from Category E to Category D on the R1-1 maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of September 25, 2024.

Director of Legal Services
October 22, 2024

BY-LAW NO. _____

**A By-law to amend Subdivision By-law No. 5208
regarding reclassification of 1250 West 54th Avenue**

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

1. This by-law amends the indicated provisions and schedules of the Subdivision By-law No. 5208.
2. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A attached to and forming part of this By-law by reclassifying Lot 1, Block 17A, District Lot 526, Plan 12790 from Category E to Category D on the R1-1 maps forming part of Schedule A of the Subdivision By-law.
3. 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 property outlined in black () is reclassified from Category E to Category D on the R1-1 maps forming part of Schedule A of the Subdivision By-law

1250 West 54th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2024-10-09

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3803 – 3823 West 10th Avenue**

After the public hearing on June 15, 2023, Council approved in principle the land owner's application to rezone the above noted property from R1-1 (Residential) District to RR-3B (Residential Rental) 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 and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
October 22, 2024



1. Application

Scott J. Anderson, Barrister and Solicitor (Amanda Lourenco)
Lawson Lundell LLP
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
604.669.1620

Matter No.: 039971-161790
 3803 – 3823 West 10th Avenue
 Housing Agreement and Building Use Covenant
 Secured Rental and Below-Market Rental Housing

2. Description of Land

PID/Plan Number	Legal Description
032-300-492	LOT A BLOCK 183 DISTRICT LOT 176 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP138582

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant
		Entire Instrument
PRIORITY AGREEMENT		Granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA9899173

4. Terms

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

5. Transferor(s)

SIGHTLINE PROPERTIES (HIGHBURY STREET) LTD., NO.BC1333006
JORDAN DEVELOPMENT CORPORATION LTD., NO.BC0106749, AS TO PRIORITY OVER MORTGAGE CA9899173

6. Transferee(s)

CITY OF VANCOUVER
453 WEST 12TH AVENUE
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

SCOTT J. ANDERSON
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

Execution Date
YYYY-MM-DD
2024-09-19

Transferor / Transferee / Party Signature(s)
SIGHTLINE PROPERTIES (Highbury Street) LTD.
By their Authorized Signatory

Name: Jamie Vaughan

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

SCOTT J. ANDERSON
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

Execution Date
YYYY-MM-DD
2024-09-19

Transferor / Transferee / Party Signature(s)
JORDAN DEVELOPMENT CORPORATION LTD.
AS TO PRIORITY OVER MORTGAGE
CA9899173
By their Authorized Signatory


Name: Karl Schmidt

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)

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.

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
SECURED RENTAL AND BELOW-MARKET RENTAL HOUSING

3803 - 3823 WEST 10TH AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, **SIGHTLINE PROPERTIES (HIGHBURY STREET) 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 continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from RS-1 (Residential) District to RR-3B (Residential Rental) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "Rezoning By-law"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as for-profit affordable rental housing, excluding Seniors Supportive or Assisted Housing, and including at least 20% of the residential floor area that is counted in the calculation of the dwelling unit area to be secured as below-market rental dwelling units, and the remaining units to be secured as market rental units, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "Housing Condition"); and
- D. The Owner is entering into this Agreement to satisfy the Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, in satisfaction of the requirements of Section 3.1A of the *Vancouver DCL By-law* and pursuant to Section 565.2 of the *Vancouver Charter* and 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 INTERPRETATION

1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;

{02160204v1}
March 27, 2024

Housing Agreement and Building Use Covenant
3803 - 3823 West 10th Avenue

39971.161790.SJA1.25160337.2

- (b) **“Below-Market Rental Housing”** means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with average rents per unit type that meet the requirements of Section 2.1(o) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Secured Rental Policy;
- (c) **“Below-Market Rental Housing Rent Roll”** means a rent roll report providing information regarding each of the Below-Market Rental Housing Units, including the unit number, unit type, unit size and rent;
- (d) **“Below-Market Rental Housing Report”** means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Below-Market Rental Housing Units to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, substantially in the form attached hereto as Schedule A, with such amendments or additions thereto as may be required by the General Manager of Planning, Urban Design and Sustainability from time to time;
- (e) **“Below-Market Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(c) and **“Below-Market Rental Housing Unit”** means any one of such units;
- (f) **“Building Permit”** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
- (g) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (h) **“City Manager”** means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (i) **“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;
- (j) **“CMHC Rental Market Survey”** means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City of Vancouver or if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Planning, Urban Design and Sustainability;
- (k) **“Development Permit”** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (l) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;

- (m) “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;
- (n) “Effective Date” means the date as of which this Agreement has been executed by all parties to it;
- (o) “Eligible Person” means a person who:
 - (i) at the beginning of such person’s tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Below-Market Rental Housing Unit;
 - (ii) thereafter throughout such person’s tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Below-Market Rental Housing Unit; and
 - (iii) throughout such person’s tenancy of a Below-Market Rental Housing Unit, will:
 - (A) not permit such Below-Market Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;
 - (B) not permit such Below-Market Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
 - (C) occupy such Below-Market Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Below-Market Rental Housing Unit unless such Below-Market Rental Housing Unit is the Occupant’s Principal Residence;
 - (D) not permit such Below-Market Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and
 - (E) be:
 - I. a Canadian citizen;
 - II. an individual lawfully admitted into Canada for permanent residency;
 - III. a refugee sponsored by the Government of Canada; or
 - IV. an individual who has applied for refugee status,

and who, at the start of the tenancy, has resided in British Columbia for the past twelve (12) consecutive months,

or a person who is otherwise deemed to be an Eligible Person by the General Manager of Planning, Urban Design and Sustainability, in their sole discretion;

- (p) **“Floor Space Ratio”** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
- (q) **“For-Profit Affordable Rental Housing”** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be “for-profit affordable rental housing” (as defined therein);
- (r) **“For-Profit Affordable Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(c) and **“For-Profit Affordable Rental Housing Unit”** means any one of such units;
- (s) **“General Manager of Planning, Urban Design and Sustainability”** means the person appointed from time to time as the City’s General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;
- (t) **“Income”** of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:
 - (i) income assistance;
 - (ii) employment, including regular overtime, vacation pay and gratuities;
 - (iii) self-employment, including commission sales;
 - (iv) seasonal employment;
 - (v) Employment Insurance and WorkSafe BC insurance;
 - (vi) training allowances;
 - (vii) income from the Resettlement Assistance Program;
 - (viii) child support, maintenance payments or support from family/friends/community;
 - (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly Income is greater than the imputed Income from the Asset; and
 - (x) pension incomes including:

- (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
- (B) senior's supplement;
- (C) private pension plans including Registered Retirement Income Funds;
- (D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.
- (E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada; and
- (F) foreign pensions,

but does not include:

- (xi) earnings of dependent children aged 18 and under (regardless of student status);
- (xii) student loans, equalization payments, student grants and scholarships;
- (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;
- (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
- (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;
- (xvi) Universal Child Care Benefits;
- (xvii) BC Childcare Subsidy;
- (xviii) income from foster parenting;
- (xix) Child in Home of Relative and Extended Family Program;
- (xx) income from approved live-in care givers; and
- (xxi) GST and Income Tax rebates;
- (u) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (v) "**Lands**" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (w) "**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, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

- (x) **“New Building”** means any 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;
- (y) **“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 issued after the Effective Date;
- (z) **“Occupants”** means persons for whom a Rental Housing Unit serves as their Principal Residence and an **“Occupant”** means any one of them, as the context requires;
- (aa) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely, SIGHTLINE PROPERTIES (HIGHBURY STREET) LTD., and their successors and assigns;
- (bb) **“Owner’s Personnel”** means any and all of the officers, directors, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;
- (cc) **“Personal Information Protection Act”** means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (dd) **“Principal Residence”** means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver’s licenses, personal identification, vehicle registration and utility bills and, for the purposes of this agreement, a person may only have one principal residence;
- (ee) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;

- (ff) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Assisted Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (gg) **“Replacement For-Profit Affordable Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(c) and **“Replacement For-Profit Affordable Rental Housing Unit”** means one such unit;
- (hh) **“Replacement Below-Market Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(c) and **“Replacement Below-Market Rental Housing Unit”** means one such unit;
- (ii) **“Residential Tenancy Act”** means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (jj) **“Residential Tenancy Regulation”** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (kk) **“Rezoning Application”** has the meaning ascribed to that term in Recital C;
- (ll) **“Rezoning By-law”** has the meaning ascribed to that term in Recital C;
- (mm) **“Seniors Supportive or Assisted Housing”** has the meaning set out in the City’s Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (nn) **“Statement of Below-Market Rental Housing Unit Eligibility”** means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Below-Market Rental Housing Unit:
 - (i) confirmation that, to the best of the Owner’s knowledge based on the most current information available to the Owner pursuant to Section 2.1(g), the Tenant of such Below-Market Rental Housing Unit is an Eligible Person;
 - (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Below-Market Rental Housing Unit is an Eligible Person; and
 - (iii) such other information regarding such Below-Market Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require,

provided that such statement shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

- (oo) “**Secured Rental Policy**” means the policy adopted by City Council on May 15, 2012, as amended from time to time thereafter and as may be further amended from time to time hereafter, which policy provides for, *inter alia*, the process, project requirements and available incentives for the development of new six-storey buildings where 100% of the residential floor area is secured rental housing;
- (pp) “**Tenancy Agreement**” means a residential tenancy agreement, lease, licence or other agreement prepared in accordance with the *Residential Tenancy Act*, granting rights to occupy a Below-Market Rental Housing Unit;
- (qq) “**Tenant**” means an Eligible Person who is a tenant of a Below-Market Rental Housing Unit by way of a Tenancy Agreement;
- (rr) “**Term**” means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (ss) “**Vancouver**” has the meaning ascribed to that term in Recital A(ii);
- (tt) “**Vancouver Charter**” means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (uu) “**Vancouver DCL By-law**” means the City’s Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

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.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto in force on the Effective Date, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) Time. Time will 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 will be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that throughout the Term:

- (a) the Lands, the New Building and the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) all of the Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the “**For-Profit Affordable Rental Housing Units**”), provided that the For-Profit Affordable Rental Housing Units comprising not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing (the “**Below-Market Rental Housing Units**”), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then the Owner 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 or replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the

remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Units") and Below-Market Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement Below-Market Rental Housing Units") respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Below-Market Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units and the Below-Market Rental Housing Units are pursuant to this Agreement;

- (d) not less than:
 - (i) 35% of the For-Profit Affordable Rental Housing Units; and
 - (ii) 35% of the Below-Market Rental Housing Units,
 will have two or more bedrooms;
- (e) each of the Below-Market Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person and except in accordance with the following conditions:
 - (i) each Below-Market Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
 - (ii) each Below-Market Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Below-Market Rental Housing Unit, as described in Section 2.1(o) and the Owner will withhold its consent to any assignment or subletting of a Below-Market Rental Housing Unit in accordance with Section 2.1(e)(v)(D)VI.b;
 - (iii) each Below-Market Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Below-Market Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;
 - (iv) each Below-Market Rental Housing Unit shall have at least one Occupant per bedroom thereof;
 - (v) each Tenancy Agreement shall include:
 - (A) a clause requiring the Tenant and each permitted Occupant of the respective Below-Market Rental Housing Unit to comply with this Agreement;

- (B) the names of all Occupants of the respective Below-Market Rental Housing Unit;
- (C) a term that is not less than one month;
- (D) clauses providing that:
 - I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;
 - II. ~~any person not identified in the Tenancy Agreement shall not~~ reside at the Below-Market Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
 - III. the Below-Market Rental Housing Unit will have at least one Occupant per bedroom thereof;
 - IV. the Below-Market Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
 - V. the Below-Market Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
 - VI. the Tenant will not assign or sublet the Below-Market Rental Housing Unit or assign the Tenancy Agreement in whole or in part, except to an Eligible Person and with the consent of the Owner, provided that:
 - a. the Tenant does not receive a fee for such assignment or subletting and the rent paid by the assignee or sublessee does not exceed the rent payable in the Tenancy Agreement; and
 - b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to do so, if the assignee or sublessee is not an Eligible Person or if the Tenant receives a fee for such assignment or subletting or the rent paid by the assignee or sublessee exceeds the rent payable in the Tenancy Agreement; and
 - VII. the Tenant acknowledges and agrees that each of the foregoing clauses described in subsections I. to VI. is a material term of the Tenancy Agreement;

(E) a clause:

- I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(g); and
- II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(g)(ii) every five (5) years following the date on which the Tenant first occupies the Below-Market Rental Housing Unit,

unless otherwise permitted by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion; and

- (vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(e)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Below-Market Rental Housing Unit, which steps will include:
 - (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
 - (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
 - (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
 - (D) causing all Occupants of the respective Below-Market Rental Housing Unit to vacate the Below-Market Rental Housing Unit upon the effective date of termination;
- (f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Below-Market Rental Housing Units;
- (g) in connection with Section 2.1(e), throughout the Term, the Owner shall:
 - (i) prior to renting a Below-Market Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Below-Market Rental

Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there will be at least one Occupant per bedroom for such Below-Market Rental Housing Unit upon occupancy; and

- (ii) not less than once every five (5) years after the date on which a Below-Market Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that such Below-Market Rental Housing Unit continues to have at least one Occupant per bedroom;
- (h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;
- (i) 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 For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 10.9;
- (j) the Owner will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(j), 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;
- (l) the Owner will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (m) if the New Building or any part thereof, is damaged, it 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 reasonable wear and tear excepted;

- (n) the Owner will insure, or cause to be insured the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (o) with respect to the Below-Market Rental Housing Units:
 - (i) the initial rental rate for each tenancy of a Below-Market Rental Housing Unit will not exceed an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey:
 - (A) for the initial tenancy, most recently published at the time when the Occupancy Permit is issued; and
 - (B) for all subsequent tenancies, most recently published at the time when the respective tenancy of a Below-Market Rental Housing Unit commences;
 - (ii) the unit numbers, unit type, unit size and rents to be charged by the Owner to the first Tenants of each of the Below-Market Rental Housing Units in the New Building following issuance of the Occupancy Permit will be set out in a Below-Market Rental Housing Rent Roll and delivered by the Owner to the City for approval by the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, prior to the issuance of the Occupancy Permit;
 - (iii) following the issuance of the Occupancy Permit, subject to the terms of this Agreement, including, without limitation, that not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing and provided the Owner has received approval in writing from the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, if a Below-Market Rental Housing Unit is occupied by a Tenant who was formerly an Eligible Person but no longer meets the eligibility requirements therefor, the Owner may substitute and re-assign the designation of such Dwelling Unit as a Below-Market Housing Rental Unit to another Dwelling Unit in the New Building, which is the same unit type and is equal to or greater in size to the Dwelling Unit being substituted, on a one-for-one basis, such that the unit type mix and number of Below-Market Housing Rental Units in the New Building remain unchanged and the initial rent for the newly assigned Below-Market Rental Housing Unit will be set in accordance with Section 2.1(o)(i)(B); and
 - (iv) following the issuance of the Occupancy Permit, during a tenancy of a Below-Market Rental Housing Unit, the Owner shall not increase the rent for the Below-Market Rental Housing Unit, except for annual increases in rent by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1)(a) of the *Residential Tenancy Act* and Section 22 of the *Residential*

Tenancy Regulation, respectively (as each such section may be amended or replaced from time to time) and if there is a change in tenancy of a Below-Market Rental Housing Unit, the initial rent for the new tenancy will be established in accordance with Section 2.1(o)(i). For clarity, the Owner shall not increase the rent for a Below-Market Rental Housing Unit in any other circumstance, including but not limited to, any rent increases permitted under the *Residential Tenancy Act* or the *Residential Tenancy Regulation* for eligible capital expenses incurred with respect to the New Building or a Below-Market Rental Housing Unit.

ARTICLE 3
DEVELOPMENT 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 Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement; and
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
 - (b) without limiting the general scope of ARTICLE 8, 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 a Development Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4
BUILDING RESTRICTION ON THE LANDS

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, unit type and mix shall comply with those applicable

to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and

- (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 8, 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 a Building Permit until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5
OCCUPANCY RESTRICTION ON THE LANDS**

5.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner 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 until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, a Below-Market Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 5.

**ARTICLE 6
RECORD KEEPING**

6.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Below-Market Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:

- (a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Below-Market Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;

- (b) within ninety (90) days of a written request by the General Manager of Planning, Urban Design and Sustainability, from time to time, notwithstanding that the Owner may have already provided a Below-Market Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Below-Market Rental Housing Unit Eligibility in respect of such Below-Market Rental Housing Unit;
- (c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:
 - (i) ~~make such records available for audit, inspection and copying by City staff,~~ subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and
- (d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 7 ENFORCEMENT

- 7.1 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 8 RELEASE AND INDEMNITY

- 8.1 Release and Indemnity. Subject to Section 8.2, the Owner hereby:
- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
 - (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement
 - C. withholding any permit pursuant to this Agreement; or

- D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement 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, except in each case to the extent attributable to the wrongful intentional acts 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 or which could not have been sustained "but for" any of the following:
 - (i) this Agreement;
 - (ii) the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement;
 - C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
 - (iii) 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
 - (iv) 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, except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel.

The indemnities in this ARTICLE 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

8.2 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 8.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 8.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.2(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 8.2(b).

- (c) Regardless of whether the claim is being defended under Section 8.2(a) or Section 8.2(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.

- 8.3 Survival of Release and Indemnities. The release and indemnities in this Article 8 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 9 NOTICES

- 9.1 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, will be in writing and will be given

by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:

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

 If to the City, addressed to: -----

City of Vancouver
 453 West 12th Avenue
 Vancouver, British Columbia
 V5Y 1V4

Attention: General Manager of Planning, Urban Design and Sustainability with a concurrent copy to the Director of Legal Services

If to the Owner, addressed to:

Sightline Properties (Highbury Street) Ltd.
 401 - 1505 West 2nd Avenue
 Vancouver, BC
 V6H 3Y4

Attention: President

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 land title search for that particular parcel of land.

ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 10.9, 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.
- 10.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, 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 any rezoning or any Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

10.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner, including any error by the Owner in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential Tenancy Act* or *Residential Tenancy Regulation*, the Owner shall not be in breach of its obligation to ensure that:

- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant; and
- (b) the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant.

For additional certainty, the Owner shall not have liability to the City under this Agreement (or otherwise) with respect to such termination notice being deemed ineffective, and shall not be required to perform any additional acts in connection therewith.

- 10.4 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 10.5 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.
- 10.6 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.

- 10.7 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.
- 10.8 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*.
- 10.9 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), and subject always to Sections 2.1(i) and 2.1(j), the Owner of the Lands and the New Building will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of such Owner under this Agreement. The provisions in this Section 10.9 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 10.10 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

- 10.11 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 10.12 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will 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 the Forms C or D which are a part hereof.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charge" means the Mortgage registered under number CA9899173;
- (b) "Existing Chargeholder" means JORDAN DEVELOPMENT CORPORATION LTD.;
- (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 \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (e) consents to the Owner granting the New Charges to the City; and
- (f) agrees with the City that the New Charges charge the Lands in priority to the Existing Charge 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 Charge or the advance of any money under the Existing Charge.

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

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{02160204v1}
March 27, 2024

Housing Agreement and Building Use Covenant
3803 - 3823 West 10th Avenue

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 2726 - 2734 West 16th Avenue**

After public hearing on February 29, 2024, Council approved in principle the land owner's application to rezone the above noted property from RT-2 (Residential) to RR-2B (Residential Rental) 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 and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
October 22, 2024



Land Title Act

Charge

General Instrument – Part 1

1. Application

**VASSILAS BIZOS LAW CORPORATION
#602 - 777 Richards Street
Vancouver BC V6B0M6
6043389799**

Mitsiadis / Housing Agreement

2. Description of Land

PID/Plan Number Legal Description

032-280-467 LOT A BLOCK 4 DISTRICT LOT 139 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP133450

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Instrument

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

PAPIGON HOLDINGS LTD., NO.BC0465634

6. Transferee(s)

**CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V5Y1V4**

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

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD
 2024-09-10

PAPIGON HOLDINGS LTD.
 By their Authorized Signatory

Elias Leo Mitsiadis

DIMITRA VASSILAS
 Barrister & Solicitor
 Vassilas Bizos Law Group
 #602 – 777 Richards Street
 VANCOUVER, BC V6B 0M8
 Office: 604.428.3350 F: 604.428.3310

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

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
FOR-PROFIT AFFORDABLE RENTAL HOUSING
2726 - 2734 WEST 16TH AVENUE**

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, PAPIGON HOLDINGS LTD., 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 continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application from RT-2 (Residential) District to RR-2B (Residential Rental) District (the "Rezoning Application") to permit the development of a five-storey rental building, and after public hearing the City approved the Rezoning Application in principle, subject to a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver DCL By-law for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the said public hearing; and
- D. The Owner and the City are now entering into this Agreement to satisfy the foregoing 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, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and 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 INTERPRETATION**

- 1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) "**Agreement**" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
 - (b) "**Building Permit**" means any building permit issued by the City authorizing the

building of a New Building as contemplated by the Rezoning By-law and the Development Permit;

- (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (d) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (g) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (h) "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;
- (i) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (j) "Existing Building" means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Rezoning Application;
- (k) "For-Profit Affordable Rental Housing" means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Dwelling Units; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the Vancouver DCL By-law;
- (l) "For-Profit Affordable Rental Housing Units" has the meaning ascribed to that term in section 2.1(c) and "For-Profit Affordable Rental Housing Unit" means any one of such units;
- (m) "General Manager of Planning, Urban Design and Sustainability" means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and his/her successors in function and their respective nominees;
- (n) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;

- (o) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (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, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and 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 Rezoning By-law and 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 issued after the Effective Date;
- (s) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely Papigon Holdings Ltd., and its successors and permitted assigns;
- (t) **"Owner's Personnel"** means the Owner's officers, employees, agents, contractors, subcontractors, licencees, invitees, permittees and lessees;
- (u) **"Related Person"** means, where the registered or beneficial owner of the For-Profit Affordable Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Assisted Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (w) "Replacement For-Profit Affordable Rental Housing Unit" has the meaning ascribed to that term in section 2.1(c) and " Replacement For-Profit Affordable Rental Housing Units" means all of such units;
- (x) "*Residential Tenancy Act*" means the Residential Tenancy Act, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (y) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (z) "Rezoning By-law" means the CD-1 by-law enacted upon satisfaction of the prior-to conditions imposed by the City following, and as a result of, the Rezoning Application;
- (aa) "Seniors Supportive or Assisted Housing" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (bb) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (cc) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (dd) "*Vancouver Charter*" means the Vancouver Charter, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (ee) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

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 Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) **Legislation.** Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) **Time.** Time will 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 will be local Vancouver, British Columbia time.

**ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION**

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, 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) if it carries out any development on the Lands after the Effective Date, the Owner will construct, fit and finish, at its sole cost and expense, and throughout the Term, will maintain such number of Dwelling Units in the New Building as approved in the Development Permit, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement;
 - (d) not less than 35% of the For-Profit Affordable Rental Housing Units will have two or more bedrooms and be designed to meet the City's High Density Housing for Families with Children Guidelines;

- (e) the average initial monthly starting rents at occupancy for each unit type of the For-Profit Affordable Rental Housing Units will be at or below the amounts determined in accordance with Section 3.1A(e) of the Vancouver DCL By-law;
- (f) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;
- (g) 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 For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable;
- (h) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (i) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(g), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(h), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (j) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (k) if the New Building or any part thereof, is damaged during the Term, it 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;
- (l) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (m) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and
- (n) in the event of the substantial or complete destruction of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) (together with any remaining undestroyed or undemolished portion of the New Building) will also contain not less than the same number and type of replacement Housing Units as the New Building

formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Dwelling Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit, referred to as a “Replacement For-Profit Affordable Rental Housing Unit”), for the duration of the Term in accordance with the terms of this Agreement and the applicable by-laws of the City.

**ARTICLE 3
BUILDING 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 Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Building Permit in respect of, and will take no action, directly or indirectly, to compel the issuance of any Building Permit until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with this Agreement; and
 - (ii) the City will be under no obligation to issue any Building Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a)(i); and
 - (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS.**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with this Agreement as of the date when the Occupancy Permit is issued; and

- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5
RECORD KEEPING**

- 5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. At the request of the General Manager of Planning, Urban Design and Sustainability, from time to time, the Owner will:
- (a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(l).

**ARTICLE 6
ENFORCEMENT**

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

**ARTICLE 7
RELEASE AND INDEMNITY**

- 7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement 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; and

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

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

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (c) The indemnities in this ARTICLE 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:
- (i) where the City Manager determines 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 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

ARTICLE 8 NOTICES

- 8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:
- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
 - (b) if personally delivered, on the date when delivered.

If to the City, addressed to:

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

If to the Owner, addressed to:

Papigon Holdings Ltd.
3224 West 32nd Avenue
Vancouver, British Columbia
V6L 2C3

Attention: Elias Leo Mitsiadis

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 will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 9.2 **Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, 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 any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 **Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.4 **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.
- 9.5 **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.

- 9.6 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.
- 9.7 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*.
- 9.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(g) and 2.1(h), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 9.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 9.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any

other matter whatsoever.

- 9.10 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will 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 the Forms C or D which are a part hereof.

END OF DOCUMENT

EXPLANATION**2024 Boundary Road Maintenance Agreement By-law**

The attached By-law will implement Council's resolution of September 24, 2024 to enter into an agreement with the City of Burnaby concerning the continuing maintenance of Boundary Road, to take effect upon the adoption of a By-law by each of Vancouver and Burnaby.

Director of Legal Services
October 22, 2024

BOUNDARY ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made to be effective as of October 28, 2024.

BETWEEN:

CITY OF VANCOUVER, a municipal corporation, having offices at 453 West 12th Avenue, in the City of Vancouver, in the Province of British Columbia, V5Y 1V4

(hereinafter called "Vancouver")

OF THE FIRST PART

AND:

CITY OF BURNABY, 4949 Canada Way, in the Municipality of Burnaby, Province of British Columbia. V5G 1M2

(hereinafter called "Burnaby")

OF THE SECOND PART

WHEREAS:

A. Boundary Road (as hereinafter defined) straddles the legal boundary between Vancouver and Burnaby;

B. The legal boundary line between Vancouver and Burnaby is variable and is not consistently at the Agreed Boundary (as hereinafter defined) of Boundary Road;

C. Vancouver and Burnaby wish to continue sharing responsibility for the maintenance of Boundary Road and have agreed to enter into this Agreement to better define each party's responsibilities regarding the maintenance of Boundary Road; and

D. This Agreement will serve as a new Agreement to continue, with some modifications, the parties previous agreements to share the costs and maintenance responsibilities for Boundary Road, pursuant to:

- (a) an agreement dated January 1, 1998 for a term from January 1, 1998 to December 31, 2002, which term was extended to June 30, 2003 and then further extended by an extension agreement to June 30, 2008;
- (b) an agreement dated July 1, 2008 for a term from July 1, 2008 to June 30, 2013, which term was extended to October 28, 2014;
- (c) an agreement dated October 28, 2014 for a term from October 28, 2014 to October 27, 2019; and
- (d) an agreement dated October 28, 2019 for a term from October 28, 2019 to October 27, 2024.

Boundary Road Maintenance Agreement

NOW THEREFORE WITNESSETH that in consideration of the covenants and agreements contained herein, the sum of Five (\$5.00) Dollars (the receipt and sufficiency whereof is hereby acknowledged by the parties) the parties hereto covenant and agree as follows:

1. The following terms shall have the meaning hereinafter specified and the definitions given herein shall be applicable to the singular, plural and possessive for the terms defined:
 - (a) "Agreed Boundary" means the following:
 - (i) the north/south centre line connecting the midpoints between the curbs or edges of the median for the divided roadway portion of Boundary Road;
 - (ii) the north/south yellow painted traffic line for the portion of Boundary Road which is not divided by a raised median;
 - (iii) the north/south line connecting the midpoints between the edges of the roadway surface for the undivided and unmarked portion of Boundary Road; and
 - (iv) the north/south lines across each of the intersections of Boundary Road connecting the end points of the centre lines and the yellow painted traffic lines defined above; except for the six (6) areas listed below where the Agreed Boundary shall be located as indicated in Schedules "A", "B", "C", "D" and "E" attached hereto which schedules and corresponding Agreed Boundary shall be subject to change from time to time hereafter to reflect changes made to the geometry of the intersections:

Adanac Street, Price Street, Regent Street, Canada Way, Schou Street, Boundary Road south of Kent Avenue South;
 - (b) "Boundary Road" means that portion of the street known as Boundary Road between Fellowes Street on the north and the Fraser River on the south;
 - (c) "Maintenance" means the maintaining of the various facilities to a standard equivalent to the standard that existed at the date of this Agreement including but not limited to all surface repairs, structural repairs, inspections necessary, snow removal and street cleaning, landscaping, grass cutting and litter cleanup, but does not include the complete or substantial replacement of any of the facilities covered by this Agreement;
 - (d) "Shared Facilities" means:
 - (i) surfaces of the medians and traffic islands which straddle the Agreed Boundary, including but not limited to: grass, sidewalks, hard surfaces and trees;
 - (ii) yellow painted traffic line of the portion of Boundary Road which is not divided by a raised median;
 - (iii) pedestrian and vehicle overpasses;

Boundary Road Maintenance Agreement

- (iv) traffic and pedestrian signals, controllers, detectors and wiring;
 - (v) street lighting that connects from Vancouver to Burnaby;
- (e) “Non Shared Facilities” means the following:
- (i) pavement structures, curb and gutter and related drain tile, catch basins and catch basin leads, utility frames and covers; and
 - (ii) other facilities including signs, painted pavement markings, boulevard landscaping, furniture, fences, guard rails, retaining walls and sidewalks with the exception of sidewalks and hard surfaces on the medians and traffic islands straddling the Agreed Boundary; and
- (f) “Street Lighting” means street lighting poles, luminaries, conduits, service panels and all wiring.
2. The term of the Agreement shall commence on October 28, 2024 and shall continue in full force and effect until October 27, 2029 (the “Term”) unless extended by further agreement of the parties.
3. Vancouver and Burnaby agree that either party may terminate this Agreement upon giving the other party six (6) months written notice of such termination at any time during the Term or any renewal thereof and no compensation shall be payable by either party on account of such termination. Notwithstanding the above, any amounts payable by either party to the other as a result of or incidental to any Maintenance work done prior to the effective date of the termination shall continue to be due and owing and shall survive the early termination of this Agreement.
4. Vancouver and Burnaby agree that the Agreed Boundary will be the dividing line between Vancouver and Burnaby for maintenance purposes. The Maintenance of the Non Shared Facilities east of the Agreed Boundary shall be the responsibility of Burnaby and the maintenance of the Non Shared Facilities west of the Agreed Boundary shall be the responsibility of Vancouver. Provided however, if the Maintenance of the Non Shared Facilities can be more expediently carried out by the adjoining municipality then the parties hereto may agree to permit the other to carry out such Maintenance and shall invoice the other party at a cost to be agreed upon.
5. Vancouver and Burnaby agree that the responsibility for the Maintenance of the following Shared Facilities shall be as follows:
- (a) surfaces of medians and traffic islands which straddle the Agreed Boundary including grass, sidewalks, hard surfaces and trees within these medians and traffic islands: Burnaby shall be responsible for the Maintenance south of the centre line of the Lougheed Highway and Vancouver shall be responsible for the Maintenance north of the centre line of the Lougheed Highway;
 - (b) the yellow painted traffic line of the portion of Boundary Road which is not divided by raised medians shall be the responsibility of Vancouver;
 - (c) the pedestrian and vehicle overpasses on Boundary Road shall be the responsibility of Vancouver;

- (d) traffic and pedestrian signal plant on Boundary Road shall be the responsibility of Vancouver; and
 - (e) the Street Lighting on Boundary Road:
 - (i) Vancouver shall be responsible for Maintenance of the Street Lighting from 29th Avenue to Price Street and from Kingsway to Kent Avenue South on both sides of the Agreed Boundary; and
 - (ii) the remainder of the Street Lighting shall be the sole responsibility of the municipality on which side of the Agreed Boundary that the Street Lighting is located on.
6. Vancouver and Burnaby agree to share equally the Maintenance costs of the Shared Facilities as set out in paragraphs 5, (b), (c), (d) and (e)(i). The party responsible for any particular Maintenance, in accordance with paragraph 5 (defined herein as the "Billing Party"), shall have the right to demand payment and to invoice the other party for fifty (50%) percent of such Maintenance costs incurred, itemized by the type of work performed, as outlined in paragraph 1(d) of this Agreement, and calculated by including the following charges:
- (a) labour based on wage rates plus fringe benefits for time spent upon the Maintenance;
 - (b) material and equipment used in the Maintenance;
 - (c) energy costs for the traffic signals and shared Street Lighting;
 - (d) normal overhead charges which shall be calculated at fifteen (15%) percent of the total of paragraph 6 (a), (b) and (c); and
 - (e) all applicable taxes including any Goods and Services Taxes payable.

Notwithstanding the foregoing, Vancouver or Burnaby, in the sole discretion of the respective Billing Party, may, in the alternative to calculating the Maintenance costs on the basis of paragraphs 6(a) to 6(e), inclusive, in respect of the Street Lighting located only on Boundary Road, invoice the other party for work done, Maintenance costs incurred and any other expenses related to Street Lighting on Boundary Road on the basis of a "Standard Maintenance Unit Cost" plus all applicable taxes, including GST. For purposes of this Agreement the Standard Maintenance Unit Cost shall be calculated by the Billing Party using a cost averaging formula whereby the Standard Maintenance Unit Cost is equal to the total Maintenance costs incurred by either Vancouver or Burnaby, respectively, with respect to all Street Lighting in their respective city divided by the number of Street Lights in the respective city. This Standard Maintenance Unit Cost will then be multiplied by the number of street lights on Boundary Road being maintained by the respective Billing Party. Vancouver and Burnaby agree that in billing or invoicing the other party on the basis of the Standard Maintenance Unit Cost such invoices shall be subject to the party being invoiced having the right to verify or to have the Billing Party verify the actual costs incurred by the Billing Party in carrying out similar work related to their Street Lighting located other than on Boundary Road.

7. The completion and cost of the Maintenance of any of the Non Shared Facilities that straddle the Agreed Boundary will be negotiated between Vancouver and Burnaby on a case by case basis.

8. Vancouver and Burnaby agree that the responsibility and liability for the design of Boundary Road shall be shared equally between Vancouver and Burnaby.
9. Vancouver and Burnaby hereby grant each to the other, its respective contractors, subcontractors, employees, agents and officials the right to enter, labour, pass, repass, work and be in, on, under and over the other's property on Boundary Road with or without vehicles, tools, supplies, materials and equipment and supplies for any purpose connected with the performance by each of them of Maintenance services referred to in this Agreement.
10. Vancouver covenants and agrees with Burnaby that in the event that Vancouver's contractors or subcontractors, employees or agents shall cause damage to Burnaby's property during the carrying out of any Maintenance pursuant to this Agreement and does not forthwith repair, Burnaby may complete such repairs as necessary and Vancouver shall make payment for all such repair and cost of Burnaby forthwith upon receipt of an invoice.
11. Burnaby covenants and agrees with Vancouver that in the event that Burnaby's contractors or subcontractors, employees or agents shall cause damage to Vancouver's property during the carrying out of any Maintenance pursuant to this Agreement and does not forthwith repair, Vancouver may complete such repairs as necessary and Burnaby shall make payment for all such repair and cost of Vancouver forthwith upon receipt of an invoice.
12. Burnaby shall indemnify and hold harmless Vancouver and its officers, officials, employees, contractors, subcontractors, licensees and agents (the "Vancouver Personnel") from and against all losses, damages, debts, costs, expenses, actions, causes of action, claims, demands and judgments (collectively referred to in this paragraph 12 as "Losses") suffered or incurred by Vancouver or any Vancouver Personnel, or made or instituted by any person against Vancouver or any Vancouver Personnel, in any way connected with this Agreement for the failure of Burnaby to carry out the Maintenance obligation set out herein or any Losses caused by the negligent performance by Burnaby of its Maintenance obligations pursuant to this Agreement. This indemnity survives the termination of this Agreement.
13. Vancouver shall indemnify and hold harmless Burnaby and its officers, officials, employees, contractors, subcontractors, licensees and agents (the "Burnaby Personnel") from and against all losses, damages, debts, costs, expenses, actions, causes of action, claims, demands and judgments (collectively referred to in this paragraph 13 as "Losses") suffered or incurred by Burnaby or any Burnaby Personnel, or made or instituted by any person against Burnaby or any Burnaby Personnel, in any way connected with this Agreement for the failure of Vancouver to carry out the Maintenance obligation set out herein or any Losses caused by the negligent performance by Vancouver of its Maintenance obligations pursuant to this Agreement. This indemnity survives the termination of this Agreement.
14. Any notice, approval or request given under this Agreement may be well and adequately given if served personally upon any officer of the party for whom it is intended or mailed by prepaid registered mail from any post office in British Columbia and in the case of Vancouver addressed to it at:

City Clerk
City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

with a copy to:

City Engineer
City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

and in the case of Burnaby addressed to it at:

General Manager Engineering
City of Burnaby
4949 Canada Way
Burnaby, British Columbia
V5G 1M2

with a copy to:

City Solicitor and Director Legislative Services

or at such other address as the parties may from time to time advise by notice in writing. The date of receipt of any such notice, approval or request shall be deemed to be the date of delivery of such notice, approval or request if served personally 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 shall only be affected if actually delivered.

15. If any portion of any section of this Agreement or if any section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable then that portion of that section or that section shall be severed from the balance of this Agreement and the balance of this Agreement shall survive and be enforceable.
16. The parties hereto shall do such things and execute such documents and in such form necessary in order to perfect the intention of this Agreement.
17. Neither party to this Agreement may assign this Agreement nor any of its rights hereunder without the prior written consent of the other, which consent may be arbitrarily withheld.
18. The failure of either of the parties hereto to insist upon performance of any covenant or condition contained in this Agreement or to exercise any right or option hereunder shall not be construed or operate as a waiver or relinquishment for the future of any such covenant, condition, right or option and no waiver shall be inferred from or implied by anything done or admitted to be done by either of the parties hereto save an expressed waiver in writing.

Boundary Road Maintenance Agreement

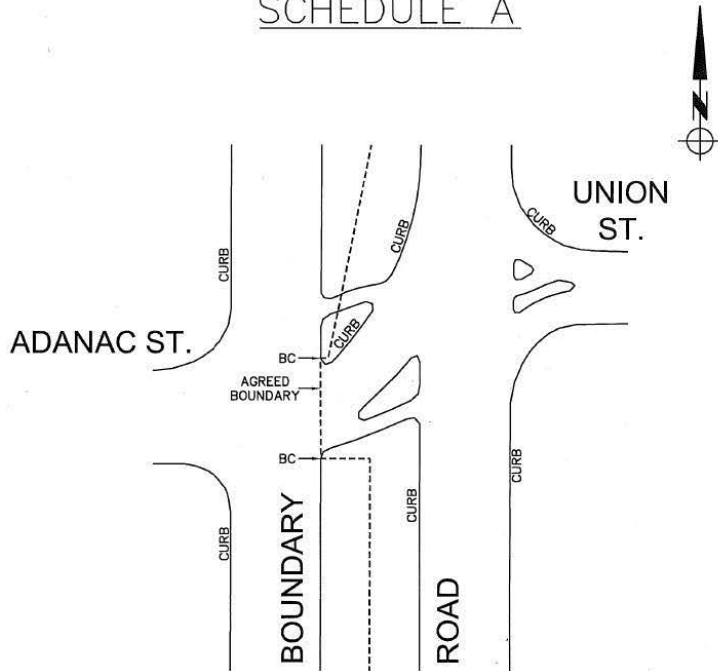
19. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective seals to be affixed under the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

CITY OF VANCOUVER by its
authorized signatory(ies):

CITY OF BURNABY by its
authorized signatory(ies):

SCHEDULE A



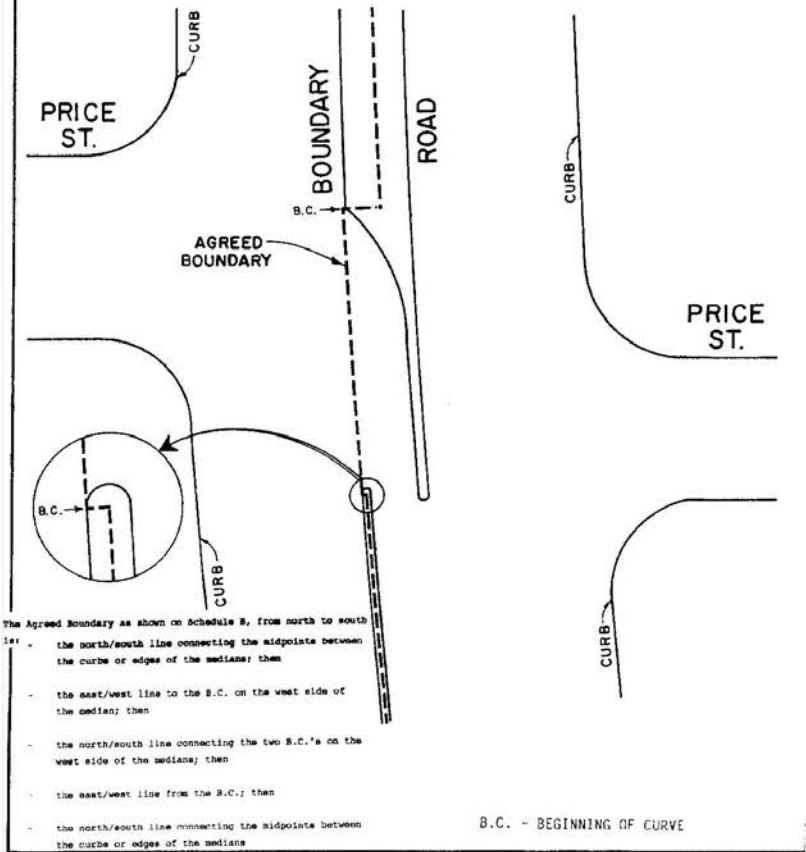
The Agreed Boundary as shown on Schedule A, from north to south is:

- The north/south line connecting the midpoints between the curbs or edges of the median; then
- The east/west line to the B.C. on the west side of the median; then
- The north/south line connecting the two B.C.'s on the west side of the medians; then
- The east/west line from the B.C.; then
- the north/south line connecting the midpoints between the curbs or edges of the medians.

B.C.— BEGINNING OF CURVE

SCALE N.T.S.

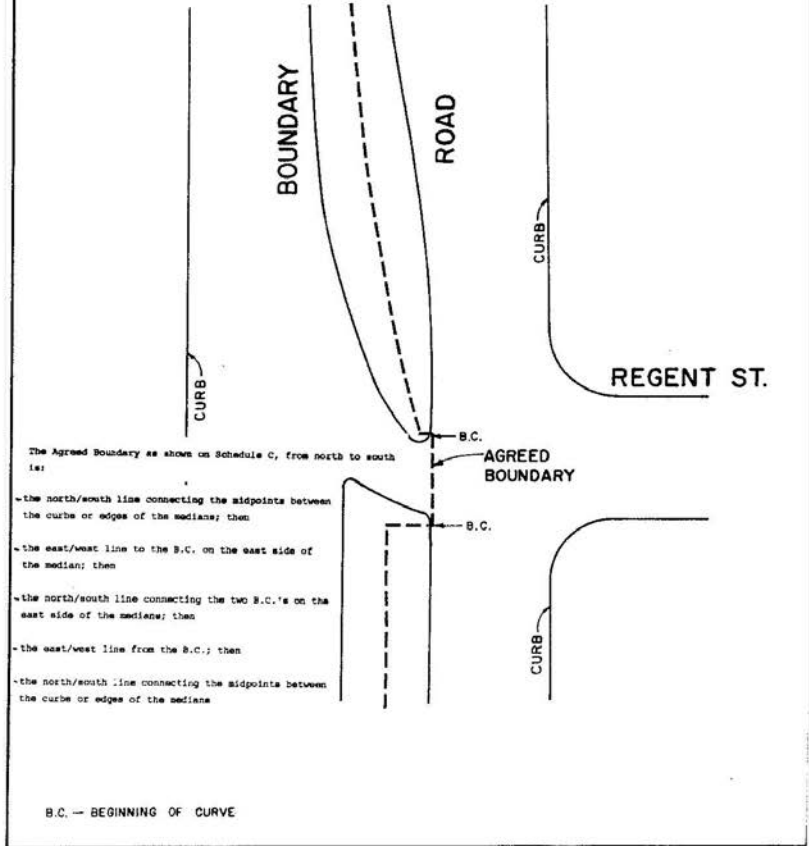
SCHEDULE B



- The Agreed Boundary as shown on schedule B, from north to south
- the north/south line connecting the midpoints between the curbs or edges of the medians; then
 - the east/west line to the B.C. on the west side of the median; then
 - the north/south line connecting the two B.C.'s on the west side of the medians; then
 - the east/west line from the B.C.; then
 - the north/south line connecting the midpoints between the curbs or edges of the medians

B.C. - BEGINNING OF CURVE

SCHEDULE C

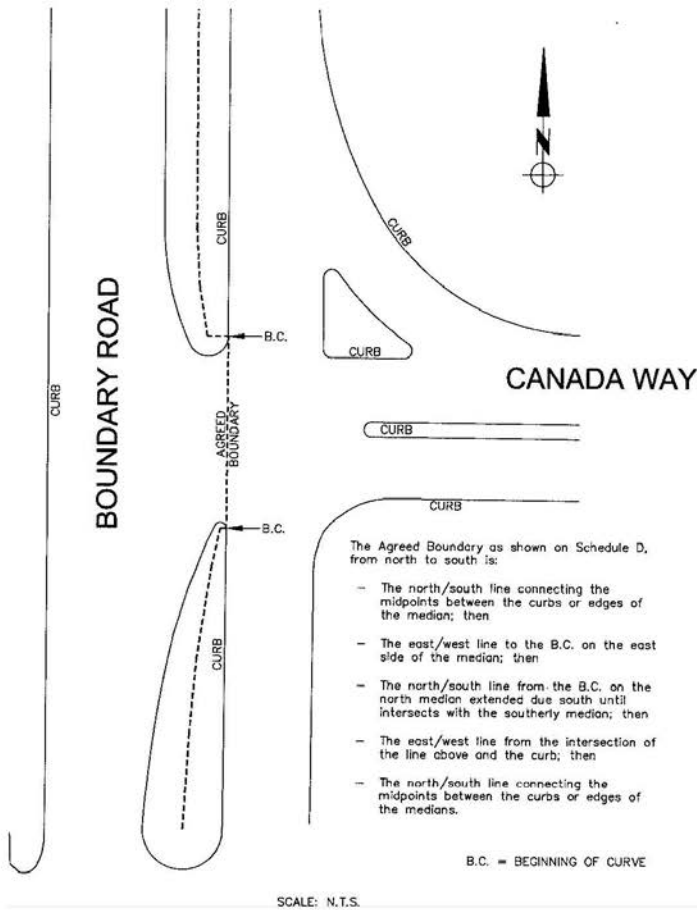


The Agreed Boundary as shown on Schedule C, from north to south is:

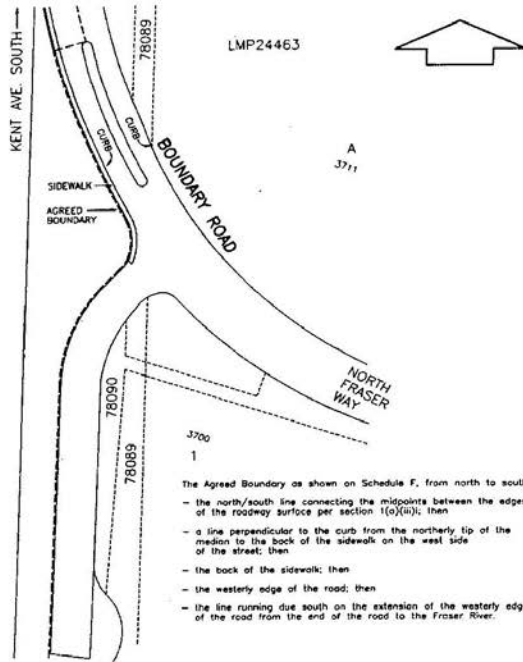
- the north/south line connecting the midpoints between the curbs or edges of the medians; then
- the east/west line to the B.C. on the east side of the median; then
- the north/south line connecting the two B.C.'s on the east side of the medians; then
- the east/west line from the B.C.; then
- the north/south line connecting the midpoints between the curbs or edges of the medians

B.C. - BEGINNING OF CURVE

SCHEDULE D



SCHEDULE E



- The Agreed Boundary as shown on Schedule F, from north to south is:
- the north/south line connecting the midpoints between the edges of the roadway surface per section 1(a)(ii); then
 - a line perpendicular to the curb from the northerly tip of the median to the back of the sidewalk on the west side of the street; then
 - the back of the sidewalk; then
 - the westerly edge of the road; then
 - the line running due south on the extension of the westerly edge of the road from the end of the road to the Fraser River.

Boundary Road Maintenance Agreement

EXPLANATION

A By-law to amend Licence By-law No. 4450 regarding 2025 business licence fees and other miscellaneous amendments

Enactment of the attached by-law will implement Council's resolution of October 8, 2024 to amend the Licence By-law regarding business licence fees for 2025 and other miscellaneous amendments,

Director of Legal Services
October 22, 2024

BY-LAW NO. _____

**A By-law to amend Licence By-law No. 4450
regarding 2025 business licence fees and
other miscellaneous amendments**

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

1. This by-law amends the indicated schedules of the Licence By-law No. 4450.
2. In section 2, Council:
 - (a) adds new definitions for Concession Stand with Liquor Service and Concession Stand without Liquor Service in the correct alphabetical order as follows:

“Concession Stand with Liquor Service means a business located in a City Park that primarily sells food and beverages prepared on the premises, including the sale, or offering for sale, of liquor, that has outdoor seating only, and that operates for 6 months of the year or less.

Concession Stand without Liquor Service means a business located in a City Park that primarily sells food and beverages prepared on the premises, not including the sale, or offering for sale, of liquor, that has outdoor seating only, and that operates for 6 months of the year or less.”;
 - (b) in the definition of Dining and Drinking Establishment, strikes out **“Limited Service Food Establishment”** and substitutes **““Concession Stand with Liquor Service, Concession Stand without Liquor Service, Limited Service Food Establishment with Liquor Service, Limited Service Food Establishment without Liquor Service”**;
 - (c) strikes out the definition of Limited Service Food Establishment and substitutes the following:

“Limited Service Food Establishment with Liquor Service means a business that primarily sells food and beverages prepared on the premises, including the sale, or offering for sale, of liquor, and that has no more than sixteen indoor or outdoor seats.

Limited Service Food Establishment without Liquor Service means a business that primarily sells food and beverages prepared on the premises, not including the sale, or offering for sale, of liquor, and that has no more than sixteen indoor or outdoor seats.”;
 - (d) in the definition of Parking Area or Garage, strikes out “means Auto Lot Parking, Auto Lot Parking Small” and substitutes “Auto Parking Lot, Auto Parking Lot Small”;
 - (e) strikes out **““Public Bike Share”**” and substitutes **“Public Bike Share”**;

- (f) strikes out ““Public Bike Share Station”” and substitutes “**Public Bike Share Station**”;
 - (g) strikes out ““Shared E-Scooter System”” and substitutes “**Shared E-Scooter System**”; and
 - (h) strikes out ““Shared E-Scooter Station”” and substitutes “**Shared E-Scooter Station**”.
3. In section 9, Council:
- (a) in subsection (6), strikes out “subsection (1)” wherever it appears and substitutes “subsection (5)”; and
 - (b) in subsection (8), strikes out “subsection (1)” and substitutes “subsection (5).”
4. In section 10.6(3), Council strikes out “Auto Parking Lot Auto Parking Lot Small” and substitutes “Auto Parking Lot, Auto Parking Lot Small”.
5. In section 21.3, Council:
- (a) in subsection (4)(b), strikes out “subsection (a)” and substitutes “clause (a)”; and
 - (b) in subsection (7)(b), strikes out “sections 11D and 11E” and substitutes “sections 3.1(a)(iv) and 3.1(b)(iii)”.
6. In section 28, Council:
- (a) renumbers sections 28.3 through 28.7 as sections 28.2 through 28.6, respectively; and
 - (b) in section 28.3, strikes out “Social Escort Agency” wherever it appears, except for the title, and substitutes “social escort agency”.
7. In section 39(5), Council strikes out “28.5” and substitutes “28.3”.
8. Council:
- (a) repeals Schedule A, and substitutes for it Schedule A attached to this by-law, which new Schedule A is to form part of the Licence By-law; and
 - (b) approves the fees set out in the new Schedule A.
9. Council:
- (a) repeals Schedule B, and substitutes for it Schedule B attached to this by-law, which new Schedule B is to form part of the Licence By-law; and
 - (b) approves the fees set out in the new Schedule B.

SCHEDULE A
2025 BUSINESS LICENCE FEES

All licence fees are payable annually, unless otherwise specified.

	<u>Licence Fee</u>
Adult Retail Store	\$265
Adult Services, except Body-rub Parlour, Body-painting Studio, Model Studio, and Social Escort Agency	\$265
Body-rub Parlour	\$14,598
Body-painting Studio	\$14,598
Model Studio	\$14,598
Social Escort Agency	\$1,629
Amusement Park	\$7,060
Animal Services, except Animal Clinic or Hospital	\$265
Animal Clinic or Hospital	\$360
Architectural and Engineering Services	\$265
Artist	\$265
Artist Agency	\$265
Artist Studio	\$265
Arts and Creative Instruction	\$265
Association or Society, except Club	\$2
Club	\$13
Beauty Services, except Barber Shop or Beauty Salon, Beauty and Wellness Centre, and Tanning Salon or Tattoo and Piercing Studio	\$265
Barber Shop or Beauty Salon	\$360
Beauty and Wellness Centre	\$360

Tanning Salon or Tattoo and Piercing Studio	\$360
Bed and Breakfast Accommodation	\$68
Bingo Hall/Casino/Horse Racing, except Casino – Class 2 and Horse Racing	\$360
Casino - Class 2	\$16,710
Horse Racing	\$16,710
Brokerage Services	\$265
Building Repair and Maintenance Services	\$265
Business Support Services	\$265
Business and Vocational Instruction	\$265
Caterer	\$510
Concession Stand with Liquor	\$360 plus \$10 annual per person, based on the person capacity set out on the Provincial liquor licence for the restaurant
Concession Stand without Liquor	\$360
Consulting and Management Services	\$265
Creative Products Manufacturer	\$265
Design Services	\$265
Digital Entertainment and Interactive Technology	\$265
Entertainment Facility	\$360
Exhibition Centre	\$265
Extended Hours Liquor Establishment	\$17 annually per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite the number of persons, the minimum fee will be \$650 and the maximum fee will be \$29,198

Financial Institution	\$1,955
Financial Services	\$265
Fitness Centre – Class 1	\$265
Fitness Centre – Class 2	\$360
Food Manufacturing, Assembling and Processing	\$510
Food Market	\$13
Forestry Services	\$265
Gasoline Station	\$360
Gasoline Station with Charging	\$360
General Contractor	\$360
General Repair and Maintenance Services	\$265
Grocery Store, except Market Outlet - Food	\$1,060
Market Outlet - Food	\$5,618
Hall or Spectator Sports Venue	\$265
Health Care or Social Assistance Facility, except Health Care or Social Assistance Facility providing overnight stays	\$265
Health Care or Social Assistance Facility providing overnight stays	\$45 annually per bed
Health Care Professionals and Services	\$265
Health Enhancement Services, except Therapeutic Touch Technique Practitioner	\$360
Therapeutic Touch Technique Practitioner	\$265
Hotel or Motel	\$94 annually per dwelling unit \$68 annually per housekeeping unit

	\$45 annually per sleeping unit
Information Communication Technology	\$265
Insurance Services	\$265
Inter-municipal Business Licence	\$300
Inter-municipal TNS Business Licence	\$155 plus \$150 for each vehicle except for accessible passenger directed vehicles and zero emission vehicles, plus \$30 for each zero emission vehicle
Laboratory Services	\$265
Laundry Services	\$265
Legal Services	\$265
Limited Service Food Establishment with Liquor	\$692 plus \$10 annually per person, based on the person capacity set out on the Provincial liquor licence for the restaurant
Limited Service Food Establishment without Liquor	\$692
Liquor Retail Store	\$745
Logistics Services	\$265
Long Term Rental, except Long Term Rental provided in Non-profit Housing	\$94 annually per dwelling unit
	\$68 annually per housekeeping unit
	\$45 annually per sleeping unit
Long Term Rental provided in Non-profit Housing	\$265

Marina Operator	<p style="text-align: right;">\$360</p> <p>plus \$1,910 for each occupied live-aboard boat 21 feet or less in length at water line,</p> <p>plus \$2,312 for each occupied live-aboard boat more than 21 feet but not more than 26 feet in length at water line,</p> <p>plus \$2,604 for each occupied live-aboard boat more than 26 feet but not more than 31 feet in length at water line,</p> <p>plus \$2,968 for each occupied live-aboard boat more than 31 feet but not more than 37 feet in length at water line,</p> <p>plus \$3,274 for each occupied live-aboard boat which is more than 37 feet in length at water line</p>
Marine Service Station	\$360
Marketing / Public Relations/ Advertising/ Event Promotion Services	\$265
Mining	\$265
Money Services, except Bank Machine	\$265
Bank Machine	\$94
Non-Food Manufacturing, Assembling and Processing	\$265
Oil, Gas and Other Fuels Services	\$265
Parking Area or Garage	\$265
Personal Services	\$265
Pharmacy	\$360
Photography, Production and Rehearsal Studio	\$265

Printing, Imaging and Photo Services	\$265
Private School or College	\$360
Publishing and Journalism Services	\$265
Real Estate Services	\$265
Recycling and Resource Recovery Services	\$265
Rental Services	\$265
Restaurant - Class 1	\$1,001
Restaurant - Class 2	\$1,001
Restaurant - Class 1 with Liquor Service	\$944 plus \$10 annually per person, based on the person capacity set out on the Provincial liquor licence for the restaurant, except that despite the number of persons, the maximum fee will be \$5,673
Restaurant – Class 2 with Liquor Service	\$944 plus \$10 annually per person, based on the person capacity set out on the Provincial liquor licence for the restaurant, except that despite the number of persons, the maximum fee will be \$5,673
Retail Dealer, except Market Outlet – Non-Food, Public Market, Transient Peddler and Transient Trader	\$265
Market Outlet – Non-Food Public Market	\$5,618 \$692 per day or \$1,955 per week
Transient Peddler	\$692 per week or \$4,626 annually
Transient Trader	\$692 per week or \$4,626 annually
Retail Dealer – Cannabis	\$5,618
Retail Dealer – Food	\$360

Retail Dealer - Used Goods, as follows:	
Pawnbroker	\$2,969
Secondhand Dealer – Class 1	\$2,965
Secondhand Dealer – Class 2	\$2,969
Secondhand Dealer – Class 3	\$1,629
Secondhand Dealer – Class 4	\$1,060
Secondhand Dealer – Class 5	\$360
Secondhand Dealer – Class 6	\$692
Security Services	\$265
Shared E-Scooter System	\$3,040
Short Term Rental Accommodation Operator	\$1,060
Single Room Accommodation Operator	deemed
Soliciting for Charity	\$13
Special Events, as follows:	
(a) automobile or motorcycle racing	\$265 per day or \$438 per week or \$1,673 annually
(b) circus or rodeo	\$265 per day or \$438 per week or \$4,113 annually
(c) concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a licence, except where no part of the proceeds from the event enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event, where the capacity of the facility:	
(i) does not exceed 500 seats	\$265 per day or \$376 per week or \$3,308 annually

(ii)	is greater than 500 seats but does not exceed 1000 seats	\$265 per day or \$438 per week or \$3,854 annually
(iii)	is greater than 1000 seats but does not exceed 2000 seats	\$265 per day or \$510 per week or \$5,138 annually
(iv)	exceeds 2000 seats	\$296 per day or \$581 per week or \$5,918 annually
(d)	boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned, except where no part of the proceeds from the event enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event	\$265 per day or \$438 per week or \$3,854 annually
(e)	concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a licence, or boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned, where no part of the proceeds from the event enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event	\$53 per day or \$64 per week or \$2,571 annually
(f)	Arts and Culture Event	
(i)	31 to 60 persons	\$37 per event or series of up to 6 events in a 30-day period
(ii)	61 to 150 persons	\$159 per event or series of up to 6 events in a 30-day period
(iii)	151 to 250 persons	\$212 per event or series of up to 6 events in a 30-day period
(iv)	250 persons and above	\$265 per event or series of up to 6 events in a 30-day period
(g)	Late Night Dance Event	
(i)	with patron capacity of less than 350	\$418

(ii)	with patron capacity of 350 or more but less than 750	\$734
(iii)	with patron capacity of 750 or more but less than 2000	\$1,256
(iv)	with patron capacity of 2000 or more	\$1,673
(h)	Pacific National Exhibition Annual Fair (PNE)	\$23,403
Sports and Fitness Instruction		\$265
Standard Hours Liquor Establishment		\$9 annually per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite the person capacity, the minimum fee for Classes 1 through 6 will be \$650, and the maximum fee will be \$5,673, and the minimum fee for Classes 7 and 8 will be \$265, and the maximum fee will be \$801
Street Vendor		\$265
Swimming Pool associated with any Long Term Rental provided in Multiple Conversion Dwelling, Multiple Dwelling or Non-profit Housing, or Hotel or Motel		\$1,060
Temporary Filming Company		\$131
Theatre		\$360
Tourism Services		\$265
Trade Contractor		\$360

Transportation and Support Services, except Public Bike Share and Passenger Directed Vehicle Services, excluding transportation network services providers providing transportation network services under an inter-municipal TNS business licence	\$265
Public Bike Share	\$3,040
Passenger Directed Vehicle Services, excluding transportation network services providers providing transportation network services under an inter-municipal TNS business licence	\$265 plus \$124.02 for each vehicle except for accessible passenger directed vehicles and zero-emission vehicles
Urban Farm – Class A	\$13
Urban Farm – Class B	\$265
Vehicle Repair, Detailing and Washing Services	\$265
Venue	\$9 annually per person based on the person capacity set out on the Provincial liquor licence for the venue, except that despite the person capacity, the minimum fee will be \$265 and the maximum fee will be \$801
Warehouse Operation – Food	\$510
Warehouse Operation – Non-Food	\$265
Waste Collection and Hauling Services	\$360
Wholesale Dealer - Food	\$510
Wholesale Dealer – Non-Food	\$265
Any Business, Trade, Profession or other occupation not specified herein	\$265
Transfer of a Licence	\$192 per transfer
Non-Refundable Portion of Fee	\$116 per licence where the applicable fee is greater than \$116
Late Payment Fee	45 or 10% of the original licence fee, whichever is greater

Schedule B

MISCELLANEOUS SERVICE FEES

PART 1

Application fees for comments on a new liquor licence or a permanent amendment to a liquor licence:

Base fee	\$1,231.00
Incremental Fees:	
<input type="checkbox"/> Neighbourhood notification	\$1,479.00
<input type="checkbox"/> Staff-held neighbourhood public meeting	\$2,544.00
<input type="checkbox"/> Telephone survey	\$1,392.00

PART 2

Application fees for comments on a temporary amendment to a liquor licence:

Application fee for comments on a temporary amendment to liquor licence requesting later closing hours of operation	Per night per seat except that, despite the number of seats or the number of nights, the	\$0.60
	Minimum fee will be: and the	\$123.00
	Maximum fee will be:	\$822.00
Fee for assessing and providing comments on an application for a temporary amendment to a liquor license, other than a food primary license, requesting earlier opening hours of operation		\$123.00
Fee for assessing and providing comments on an application for a temporary amendment to a liquor license requesting any other change to a liquor license		\$123.00
Fee for assessing and providing comments on an application for a permanent or temporary amendment to a food primary license requesting liquor service hours past midnight, or a temporary amendment to a food primary license requesting patron participation entertainment		\$123.00
Fee for assessing and providing comments on an application for the issue or amendment of a cannabis licence		\$2,955.00

PART 3

Miscellaneous Fees and Charges

Application fee (s. 6.3)	\$74.00
Request for copy of licence (s. 8(a))	\$7.00
Request for change of business name or business trade name (s. 8(b))	\$13.00
Request for change of business address under licence (s. 8(c))	\$32.00
Request for change in business licence category (s. 8(d))	\$13.00
Temporary licence fee for standard hours liquor establishment (s. 21.3(10))	\$123.00

EXPLANATION

A By-law to amend Vehicles for Hire By-law No. 6066 regarding 2025 fee increases

Enactment of the attached by-law will implement Council's resolution of October 8, 2024 to amend the Vehicles for Hire By-law regarding fee increases for 2025.

Director of Legal Services
October 22, 2024

BY-LAW NO. _____

**A By-law to amend Vehicles for Hire By-law No. 6066
regarding 2025 fee increases**

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

1. This by-law amends the indicated schedules of the Vehicles for Hire By-law.
2. Council:
 - (a) repeals Schedule A, and substitutes Schedule A attached to this By-law;
and
 - (b) approves the fees set out in the new Schedule A.
3. This by-law is to come into force and take effect on January 1, 2025.

ENACTED by Council this _____ day of _____, 2024

Mayor

City Clerk

SCHEDULE A

Year 2025 Vehicles for Hire Licence Fees

A classification of carriers and respective licence fees payable by such person.

The following licence fees are payable by every person owning or operating any of the following vehicles for hire in the City of Vancouver:

Airport Shuttle Bus	Per annum for each vehicle	\$114.00
Airport Transporter	Per annum for each vehicle	\$239.00
Charter Bus	Per annum for each vehicle	\$239.00
Charter Van	Per annum for each vehicle	\$239.00
Courier Cycle	Per annum for each vehicle	\$25.00
Driver Instruction Vehicle	Per annum for each vehicle	\$239.00
Horse-Drawn Carriage	Per annum for each vehicle	\$784.00
Motor Stage	Per annum for each vehicle	\$239.00
Pedicab	Per annum for each vehicle	\$239.00
For each person operating a leased vehicle on a daily fee basis	Per annum	\$16.00
Quadricycle	Per annum for each vehicle	\$239.00
School Cab	Per annum for each vehicle	\$239.00
School Shuttle Van	Per annum for each vehicle	\$239.00
Tow Truck	Per annum for each vehicle	\$239.00
U-Drive	Per annum for each vehicle with 4 or more wheels	\$67.00
	Per annum for each vehicle with less than 4 wheels	\$17.00

Unless otherwise provided herein, the licence fee to operate a vehicle licenced for one purpose shall be \$108 for each additional purpose authorized by this By-law. \$108.00

Administrative costs

Transfer of Licence - s. 9(4)	\$192.00
Replacement Plate - s. 10(4)	\$48.00
Cycle Courier Testing - s. 11(1)	\$53.00

Pro-rated licence fees

If a person commences owning or operating a vehicle for hire after January 1 in any calendar year, the licence fee is to be pro-rated by dividing the applicable annual licence fee by 12 and multiplying the resulting number by the number of whole or partial months remaining in that calendar year except that:

- (a) annual licence fees that are less than \$93 will not be pro-rated; and
- (b) the minimum licence fee for any vehicle for hire shall be the lesser of \$93 or the full amount of the annual licence for that vehicle for hire.

EXPLANATION

A By-law to amend Animal Control By-law No. 9150 regarding 2025 fee increases

Enactment of the attached by-law will implement Council's resolution of October 8, 2024 to amend the Animal Control By-law regarding fee increases for 2025.

Director of Legal Services
October 22, 2024

SCHEDULE A

Year 2025 Animal Control Fees and Charges

Part 1 - Licence Fees

Dog (per annum)	\$65.00
Aggressive dog (per annum)	\$212.00
Replacement dog tag	\$6.00

Part 2 – Impound Fees

Licensed dog	\$118.00
Unlicensed dog	\$230.00
Licensed aggressive dog	\$427.00
Unlicensed aggressive dog	\$544.00
Fowl, other bird, rabbit, or rodent	\$20.00
Reptile or other animal	\$117.00

Part 3 – Maintenance Charges (per day)

Dog	\$31.00 per day
Aggressive dog	\$40.00 per day
Fowl, other bird, rabbit or rodent	\$6.00 per day
Reptile or other animal	\$41.00 per day
Exotic Bird (e.g. Amazon Parrots, African Grey, Cockatoos, Conures, Lorikeets and Macaws)	\$20.00 per day

Part 4 – Adoption Fees

Dog Up to 7 years of age	\$374.00
Dog >7 years old / with ongoing Medical Conditions	\$114.00
Ferret	\$75.00
Rabbit, chinchilla and hedgehog	\$41.00
Guinea pig	\$20.00
Parakeet and Lovebird	\$20.00
Budgie and Finch	\$13.00
Chicken, rooster, duck, pigeon and dove	\$6.00
Mouse, rat, hamster, gerbil and degu	\$6.00
Exotic Bird (e.g. Amazon Parrots, African Grey, Cockatoos, Conures, Lorikeets and Macaws)	\$318.00
Other animal not listed above	\$159.00

Part 5 – Miscellaneous

Microchipping	\$20.00
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