

From: "Mochrie, Paul" <Paul.Mochrie@vancouver.ca>

To: "[Direct to Mayor and Council - DL](#)"

Date: 11/19/2024 12:36:08 PM

Subject: Memo to Mayor & Council - Central Waterfront District Planning Update

Attachments: Memo to Mayor & Council - Central Waterfront District Planning Update.pdf
PDS - SPO - Central Waterfront MOU Appendix A.pdf

Dear Mayor and Council,

The attached memo from Josh White provides Mayor and Council with an update on Central Waterfront District planning and a summary of next steps. Through 2024, City staff have been working with landowners and stakeholders in the Central Waterfront area towards the formation of a "Planning Alliance". Representatives from the Planning Alliance have recently entered into a Memorandum of Understanding and agreed to work together to establish a shared, preliminary Transportation and Development Vision for the Central Waterfront, targeted for completion by early 2025.

Should you have any questions please do not hesitate to contact Josh or Matt Shillito.

Best,
Paul

Paul Mochrie (he/him)
City Manager
City of Vancouver
paul.mochrie@vancouver.ca



The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the x̱m̱ ḵ y̱ m̱ (Musqueam), S̱ wxw̱7mesh (Squamish), and s̱ lilw̱ ta̱ (Tsleil-Waututh) Nations.

MEMORANDUM

November 6, 2024

TO: Mayor and Council

CC: Paul Mochrie, City Manager
Armin Amrolia, Deputy City Manager
Karen Levitt, Deputy City Manager
Sandra Singh, Deputy City Manager
Katrina Leckovic, City Clerk
Maria Pontikis, Chief Communications Officer, CEC
Teresa Jong, Administration Services Manager, City Manager's Office
Mellisa Morphy, Director of Policy, Mayor's Office
Trevor Ford, Chief of Staff, Mayor's Office
Lon LaClaire, General Manager, Engineering Services

FROM: Josh White
General Manager, Planning, Urban Design and Sustainability

SUBJECT: Central Waterfront District Planning Update

RTS #: 015622

Background

This memo provides Mayor and Council with an update on Central Waterfront District (CWD) planning and a summary of next steps.

Through 2024, City staff have been working with landowners and stakeholders in the Central Waterfront area towards the formation of a "Planning Alliance". The Planning Alliance includes Cadillac Fairview, the City of Vancouver, Canadian Pacific Kansas City Railway (CPKC), GHD Properties, the Province of BC, Transport Canada and the Vancouver Fraser Port Authority (VFPA).

Memorandum of Understanding

Representatives from the Planning Alliance have recently entered into a Memorandum of Understanding ("MOU"), which is attached as Appendix A. The MOU outlines the terms under which the parties will work together to establish a shared, preliminary Transportation and Development Vision for the Central Waterfront ("Vision"), targeted for completion by early 2025. The MOU is non-binding and does not alter the existing zoning, permitting or approval processes or other legal rights of the signatories.

Preparation of the Vision will also involve other key parties including the Host First Nations, TransLink, CN Railway, VIA Rail, and others.

The preliminary Vision is expected to include:

- a. definition of the geographical extent of the planning area;
- b. statement of objectives for each party (i.e. what 'success' means for them);
- c. set of shared principles to guide future work;
- d. description of enabling infrastructure to unlock public and private development;
- e. confirmation of the parties involved in the work, including those beyond the signatories;
- f. conceptual diagram of potential 'big moves' to illustrate transportation and development opportunities;
- g. governance structure to enable future work;
- h. preliminary approach to development phasing;
- i. scope of work for a joint City and Port planning program (including related public and stakeholder engagement);
- j. contributions (financial and services in kind) from signatories to enable the next phases of work;
- k. engagement plan between interested parties, First Nations and the public; and
- l. description of the First Nations involvement in the Central Waterfront, to be co-developed with First Nations.

The City is providing in-kind staff resources to support this work, while other signatories are providing a mixture of funding and/or staff resources. The Planning Alliance has identified nine workstreams to be undertaken that will feed into the preliminary Vision. City staff are identified as lead sponsors for workstreams 4, 5, 7 and 9 (in **bold**):

- | | |
|----------------------------------|---|
| 1. Central Waterfront Vision | 6. People Movement/Transit |
| 2. First Nations Engagement Plan | 7. Community and Stakeholder Engagement Plan |
| 3. Rail/Transportation | 8. Governance |
| 4. Land Use Study | 9. Planning Program Scoping |
| 5. Goods Movement | |

Next Steps

The signing of the MOU demonstrates the parties' interest in working together to develop a shared Vision for the Central Waterfront. Should this preliminary work be successful and the parties agree to continue to work together, City staff will prepare a Program Report to Council recommending initiation of a full planning program to develop a new plan for the Central Waterfront (to be led jointly with the VFPA), including broad public engagement.

If you have any questions please don't hesitate to contact me or Matt Shillito (matt.shillito@vancouver.ca).



Josh White
General Manager, Planning, Urban Design and Sustainability
604.877.5159 | josh.white@vancouver.ca

Memorandum of Understanding

AMONG:

THE PROVINCE OF BRITISH COLUMBIA

("Province")

AND

THE CITY OF VANCOUVER

("City")

AND

TRANSPORT CANADA

("Canada")

AND

VANCOUVER FRASER PORT AUTHORITY

("Port")

AND

CANADIAN PACIFIC RAILWAY COMPANY

("CP")

AND

GHD EQUITY HOLDINGS LTD.

("GHD")

AND

THE CADILLAC FAIRVIEW CORPORATION LIMITED

("CF")

Dated as of 31 May, 2024

WHEREAS:

A. The area in Vancouver that extends from the western edge of Canada Place to the eastern edge of Centerm Terminal and from Burrard Inlet to the northern edge of Water and Cordova Streets is commonly referred to as the “Central Waterfront”.

B. The signatories to this MOU have a legal interest in land within the Central Waterfront, a regulatory role related to the Central Waterfront or a policy or other interest that concerns the Central Waterfront.

C. The signatories to this MOU acknowledge that there are First Nations who may hold title and rights interests within the area covered by this MOU. The signatories are committed to working collaboratively and cooperatively with First Nations. The signatories confirm that partnerships with First Nations will be critical to the future of the Central Waterfront.

D. The signatories to this MOU have a strong interest in working together to develop a vision for the future of the Central Waterfront that is worthy of its potential as the last significant undeveloped piece of urban waterfront in the heart of downtown Vancouver, a principal focal point of the regional transportation network and a vital part of the Port of Vancouver and of British Columbia and Canada’s trade and supply chains.

E. The signatories share the view that working together toward a preliminary vision for the Central Waterfront has the potential to create more value than advancing their interests separately and in the absence of a shared vision.

F. Representatives of the signatories have had discussions over recent months to better understand how to develop a shared preliminary vision for the Central Waterfront that would represent value for each of the signatories and wish to record their shared interest in continuing to work together and to describe what they intend to achieve in the next phase.

NOW THEREFORE, in consideration of the respective terms contained in this Memorandum of Understanding and other good and valuable consideration the parties agree as follows:

Planning Alliance (“PA”)

1. The signatories agree to continue to work together on the Central Waterfront, and to form a group, called the Planning Alliance for Central Waterfront (the “Planning Alliance”), in order to move toward a preliminary vision for the area which the signatories have elected to call a “Transportation and Development Vision for Central Waterfront” (the “Vision”).
2. The Planning Alliance will be administered by a committee consisting of senior representatives of the members of the Planning Alliance (the “Planning Committee”).
3. The Planning Committee has determined that the Vision is intended to:

- a. Identify and advance local, regional, provincial and national goals related to economic growth, business, commerce, trade and supply chains, transportation (including people and goods movement), tourism (including convention centre and hotel capacity), housing, including opportunities for densification, First Nations history, culture and reconciliation, public amenities, the public realm, and climate change.
 - b. Provide a framework for the public and private sectors to work collaboratively toward these goals.
 - c. Set the stage for public and stakeholder engagement and feedback, City and Port planning programs and work by the signatories to enable, ultimately, the implementation of development in the Central Waterfront area.
4. Though subject to change as work progresses, the signatories are of the view that the Vision will include:
- a. A formal definition of the geographical extent of the Central Waterfront area;
 - b. For each signatory, a statement of objectives (i.e. what ‘success’ means for them);
 - c. A set of shared principles to guide future work;
 - d. A description of enabling infrastructure that could be put in place to unlock development (public and private), including:
 - i. rail improvements to gain efficiency and improve the supply chain on the south shore;
 - ii. road and transit improvements;
 - iii. improvements to Port industrial functions;
 - iv. infrastructure to anticipate climate change;
 - e. Confirmation of the entities that will be parties to ongoing work, which may include entities beyond the signatories;
 - f. A conceptual diagram of potential ‘big moves’ to illustrate transportation and development opportunities;
 - g. A governance structure to enable future work;
 - h. A preliminary approach to development phasing;
 - i. A joint City and Port planning program (including related public and stakeholder engagement);

- j. Contributions (financial and services in kind) from signatories to enable the next phases of work;
 - k. Plans for engaging First Nations, interested parties and the public; and
 - l. A description of potential opportunities for First Nations participation in the Central Waterfront which will ideally be co-developed with First Nations.
5. The Planning Committee will meet regularly to:
- a. facilitate discussions among Planning Alliance members, including resolving conflicts between members;
 - b. gather information, including existing work/studies and identify information gaps;
 - c. agree on the workstreams and deliverables to achieve the Vision, including which signatory or signatories will lead or participate in those workstreams, in particular for the options related to the enabling infrastructure;
 - d. establish a budget to reach the Vision and sources of funding or contributions in kind;
 - e. as the workstreams are defined, verify that a schedule of approximately eight months is reasonable to reach the Vision;
 - f. as work is completed, review progress and evaluate progress toward the Vision, and commission additional work as the Planning Alliance deems necessary.

Secretariat

6. A secretariat will be established to support the work and the activities of the Planning Committee; it will be resourced by funds from the Province and others and by contributions in kind from the signatories, all as agreed by the Planning Committee.

Communications

7. The signatories recognize the importance of commercially confidential information while also valuing appropriate shared communication. Bi-lateral negotiations will respect commercial confidentiality by sharing the existence of negotiations with the Planning Committee.
8. In the collaborative spirit of the MOU, the Planning Committee will designate a spokesperson for the group in accordance with a communication protocol developed by the Planning Committee.
9. If the Planning Alliance is successful in reaching the Vision, the Vision will be available to interested parties and the public in accordance with the engagement plan developed as part of the work.

Limitations

10. This MOU is only a statement of interest in conducting further investigations in connection with the Central Waterfront.
11. This MOU does not alter the existing zoning, permitting or approval processes or other legal rights of the signatories.
12. The MOU does not constitute a binding agreement; signatories can opt out of the MOU at any time on the basis that contributions, financial or otherwise, will not be refunded.
13. The signatories agree in good faith to honour the collective spirit of this MOU; however, nothing limits individual signatories from pursuing their individual initiatives or policies and the MOU does not fetter their discretion unless and until a party agrees in writing to a legally binding agreement.

Counterparts

14. This MOU may be executed in as many counterparts as are deemed necessary and, when so executed, each such counterpart shall form one MOU and shall be as valid and binding on all parties hereto as every other counterpart.

IN WITNESS WHEREOF this MOU has been executed as of the day and year first above written.

THE PROVINCE OF BRITISH COLUMBIA

Per: DocuSigned by:
Angela
3D8EFE0711F14B1...
Authorized Signatory

THE CITY OF VANCOUVER

Per: Signed by:
Paul Modurie
42A517A536BD4BA...
Authorized Signatory

TRANSPORT CANADA

Per: Signed by:
[Signature]
EDA92C0F822945F...
Authorized Signatory

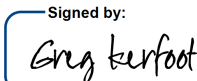
VANCOUVER FRASER PORT AUTHORITY

Per: Signed by:
[Signature]
9B67438B6BDE473...
Authorized Signatory

CANADIAN PACIFIC RAILWAY COMPANY

Per: Signed by:
Jeff Edwards
C6A1C2F66BDD421...
Authorized Signatory

GHD EQUITY HOLDINGS LTD.

Per: 

Authorized Signatory
775E5F74CAE6409...

THE CADILLAC FAIRVIEW CORPORATION LIMITED

Per: 

Authorized Signatory
DC662B3C7131456...