

File No.: 2026-414

June 22, 2026

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of May 11, 2026 under the ***Freedom of Information and Protection of Privacy Act*** for:

Record of all agreements between the City of Vancouver and Core Artist Live/Work Cooperative (275 Alexander Street) including, but not limited to, records of any lease agreement, any assignments under Section 147 and 148 of the Strata Property Act (BC), and any proxy forms under Section 56 of the Strata Property Act (BC). Date range: January 1, 1999 to May 3, 2026.

All responsive records are attached. Some information in the records has been severed (blacked out) under s.15(1), s.17(1), and s.22(1) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

Under Part 5 of the Act, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (2026-414); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

Kevin Tuerlings, FOI Case Manager, for

[Signed by Kevin Tuerlings]

Siân Madsen, MA, MAS
Acting Director, Access to Information & Privacy

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. You may also contact 3-1-1 (604-873-7000) if you require accommodation or do not have access to email.

Encl. (Response package)

:pm

THIS LICENCE made as of the 12 day of March, 1999,

BETWEEN:

CITY OF VANCOUVER,
453 West 12th Avenue,
Vancouver, British Columbia
V5Y 1V4

(the "City")

AND:

CORE ARTISTS LIVE-WORK COOPERATIVE
c/o Access Building Assoc.,
45 East 6th Avenue
Vancouver, British Columbia
V5T 1J3

(the "Coop")

WHEREAS:

- A. The City is the owner of the lands and premises legally described as:
- Strata Lots 21 - 50, inclusive
Strata Plan LMS3818
- (together the "Premises" and individually the "Strata Lot");
- B. The Premises as situate within a larger condominium development created by strata plan subdivision of 289 Alexander Street, the common property of which is controlled by The Owners, Strata Plan LMS3818 (the "Strata Corporation").
- C. The residential units within the development, including the Premises are zoned for use as artist live/work studios.
- D. The City proposes to lease the Premises to the Coop to provide to its members live/work accommodation on a monthly rental basis. Since there may be some delay in the lease, the City and the Coop have agreed to enter into this License so as to allow the Coop to forthwith admit its members into possession of the Premises.

NOW THEREFORE in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which the Coop hereby acknowledges), the City and the Coop covenant, promise and agree as follows:

1. Grant of Licence

In consideration of the covenants and conditions herein contained on the part of the Coop to be performed and observed the City, subject to the terms and conditions hereof, does hereby grant unto the Coop a Licence to occupy the Premises until termination of this Licence for the purpose only of operating an artists' live/work cooperative. This Licence shall take effect retroactively to the date upon which the City acquired ownership of such Strata Lot.

2. Financial Details

- (a) The Coop agrees to repay the City's purchase money for eight (8) of the Strata Lots estimated at Seven Hundred Eighty Two Thousand Eight Hundred Dollars (\$782,800.00) at the rate of s.17(1) per annum amortized over thirty (30) years. Commencing April 1, 1999 this payment shall be made monthly in advance in the sum of s.17(1). For the period from which the City acquired the individual Strata Lots until April 1, 1999, this payment shall be as directed by the City's Manager, Housing Centre.
- (b) The Coop agrees to pay on the City's behalf and indemnify the City from and against all strata corporation maintenance fees, charges and levies and any interest charged thereon as of the City's purchase of the Premises including those adjusted for in the purchase. Commencing April 1, 1999 the Coop's obligation in this behalf shall apply to all Strata Lots comprising the Premises. For the period from which the City acquired the individual Strata Lots until April 1, 1999, this payment shall be as directed by the City's Manager, Housing Centre.
- (c) The Coop agrees to pay the City monthly in advance an amount equal to s.17(1) which would be assessed against the Premises but for any exemption by reason of the City's ownership of the Premises but assuming application of the Homeowner Grant. The City shall estimate this amount and there shall be final adjustment when final tax bills are issued. Commencing April 1, 1999 this monthly payment shall be s.17(1). For the period from which the City acquired the individual Strata Lots until April 1,

1999, this payment shall be as directed by the City's Manager, Housing Centre.

- (d) The Coop covenants to pay interest on overdue sums at the annual rate of interest which is ^{s.17(1)} charged by the Bank of Montreal from time to time to the City of Vancouver on its general operating account as such prime rate is declared from time to time by the Bank of Montreal.

3. Conclusion of Lease

The parties agree to work diligently and in good faith to conclude a lease of the Premises in accordance with such resolution of the City's Council as may be approved in this behalf. The Coop acknowledges and agrees that the terms of this licence in no way binds the City as to the terms and conditions of the prospective lease.

4. Use of Premises

The Premises shall be used only for the provide live/work accommodation to members of the Coop. Agreements with members for accommodation shall only be on a month to month basis only. The fifteen (15) parking spaces included in the Premises may only be used by Coop members and only then at a cost which properly reflects this additional benefit.

5. Builder's Lien

Pursuant to Section 3(2) of the Builder's Lien Act, the City may file in the Land Title Office notice of its fee simple interest. The Coop's work in and on the Premises is not at the request of the City and the City may post notices on the Premises in conspicuous places that it is not responsible for the supply of work or materials to the Premises. The Coop shall not remove, deface or obscure such notices.

6. Release and Indemnification

The Coop covenants with the City that it will forever release and indemnify and save harmless the City and its officers, servants and agents from all costs, losses, damages, builders' liens, compensation and expenses of any nature whatsoever suffered or incurred by the City and sustained or caused by the Coop's occupation or possession of the Premises or the occupation or possession of the Premises by any officer, employee, agent, subcontractor, invitee licensee or permittee of the Coop and from all claims, demands, suits and judgments against the City and/or its officers,

employees and agents on account of or in respect of the Premises or of the occupation or possession or use thereof by the Coop, its officers, employees, agents, subcontractors, invitees, licensees or permittees.

7. Insurance

The Coop shall obtain:

- (a) public liability and property damage insurance protecting against claims for bodily injury, death or property damage or other third party or public liability claims arising from any accident or occurrence upon, in or about the premises and from any cause including the risks occasioned by undertaking construction on the premises;
- (b) rental income insurance for eighty percent (80%) of the market rental value of the Premises;
- (c) the policies shall name the Coop as insured and the City as an additional named insured thereunder and shall indemnify and protect the Coop, the City and their respective officers, servants and agents against any and all claims for any loss, damage, injury or death to any person or persons and against damage to any public or private property caused by any act or omission on the part of the Coop, its subcontractors, the City and their respective officers, servants and agents;
- (d) the policies shall not provide for any rights of cross claim or subrogation against the City or its officers, servants or agents;
- (e) the amount of coverage of such policies shall be satisfactory to the City's Director of Risk Management.

8. Termination

- (a) The term of this Licence shall terminate upon the parties entering into a lease of the Premises but nevertheless the terms and conditions of this Licence shall survive such termination and shall continue to apply in respect of any event occurring during the term of this Licence;
- (b) The City may terminate this Licence upon reasonable notice to the Coop if the Coop breaches the terms of this Licence and fails to rectify such breach upon reasonable notice demanding such rectification or if the Coop refuses to sign the lease as prepared by the City's solicitors, which refusal shall not be justified on any account.

9. Assignment and Sublicensing

Under no circumstances whatever shall the Coop or its trustees, as the case may be, assign or transfer this license, grant any sub-licence or otherwise part with possession of the Premises or let any third party into possession of the Premises except for the agreements for occupation of the individual strata lots by members of the Coop.

10. No Representations or Warranties

The City makes no representations or warranties as to the safety, state, condition or fitness of the Premises or the suitability of the Premises for the Coop's purposes, and the Coop warrants that it has carefully inspected the Premises and does hereby accept the Premises as the same exist at the date of this agreement.

11. By-laws

- (a) In no way shall this agreement operate so as to exempt the Coop from any obligations created by any laws, by-laws and lawful orders which touch and concern the Premises and the activities authorized hereby, with all of which laws, by-laws and lawful orders the Coop shall comply.
- (b) the Coop covenants and agrees to strictly adhere to and cause its members to strictly adhere to all bylaws, regulations and lawful orders of the Strata Corporation.

12. Right to Inspect

The City and its officers, servants and agents shall have the right to inspect the Premises at all times. In furtherance of such right of inspection, the City and its officers, servants and agents shall have the right to bring upon the Premises whomever or whatever they deem necessary for such purpose.

13. Notice

Any notice or delivery authorized in this agreement shall be deemed to have been properly effected if delivered or mailed by prepaid post to the parties at their respective addresses as set out on the first page hereof.

14. Counterpart Signing

This Licence may be signed in counterparts and delivered by facsimile such that when each party has signed a copy and telecopied such to the other this Licence is then in full force and effect.

IN WITNESS WHEREOF the City has caused this Licence to be signed and sealed by an authorized signatory of the City and the Coop has caused this Licence to be signed and sealed by an authorized signatory of the Coop.

SIGNED AND SEALED by the
Authorized Signatory of the
CITY OF VANCOUVER:

JS
s.15(1), s.22(1)

Authorized Signatory

Approved by City Manager's
directive of March 12, 1999

SIGNED AND SEALED by the
Authorized Signatories of the
CORE ARTISTS LIVE-WORK
COOPERATIVE

Authorized Signatory

Authorized Signatory

14. Counterpart Signing

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SIGNED AND SEALED by the
Authorized Signatory of the
CITY OF VANCOUVER:

Authorized Signatory

Approved by City Manager's
directive of _____

SIGNED AND SEALED by the
Authorized Signatories of the
CORE ARTISTS LIVE-WORK
COOPERATIVE

s.15(1), s.22(1)

Authorized Signatory

s.15(1), s.22(1)

Authorized Signatory

#24218v2

- 7 -

CORE ARTISTS LIVE/WORK CO-OP

c/o Access Building Assoc. (until Feb. 1999)
45 E. 6th Ave.
Vancouver, BC, V5T 1J3
Tel:604-875-1836
Fax:604-875-0310
E-mail: access@accessbc.net

March 12, 1999

DIRECTORS RESOLUTION

The Directors of the Core Artists Live/Work Co-operative resolved to enter into a licence with the City of Vancouver on this date for the Strata Lots 21-50, Strata Plan LMS 3818 at their meeting today, March 12, '99 at 275 Alexander St., Vancouver.

Authorized signatures of the Directors:

Bill Rennie, Director

s.15(1), s.22(1)

s.15(1), s.22(1)

s.15(1), s.22(1)

Leanne Johnson, Director

Tom Burrows, Director

s.15(1), s.22(1)



CITY OF VANCOUVER

HOUSING CENTRE
Community Services

Suite 100 - 515 West 10th Avenue
Vancouver, B.C. V5Z 4A8
Telephone: (604) 873-7487
Fax: (604) 871-6048

October 14, 1999
File: F841

President and Board of Directors
Core Artists Live/Work Co-operative Association
275 Alexander Street
Vancouver, B.C.
V6A 1C2

**Letter of Understanding
between
City of Vancouver
and
Core Artists Live-Work Cooperative Association**

Dear President and Board of Directors,

This is a Letter of Understanding between the City of Vancouver and the Core Artists Live/Work Co-operative Association regarding lease arrangements for the 30 City-owned strata-titled artist live/work studios at 275 Alexander Street in Downtown Eastside Vancouver.

The Letter outlines proposed lease arrangements between the City and the Co-op concerning the management and operation of the Project. By signing the Letter, the City and the Co-op acknowledge that they are aware of their respective roles and responsibilities, as well as the general terms and conditions under which the Project will be managed and operated during the 60-year term of the lease.

Purpose

The purpose of the Co-op is to provide live/work accommodation at affordable rents to low and moderate income artists either living in, working in, or having a history of association with, the Downtown Eastside community.

Membership Guidelines

The Co-op will choose artists for residency in the Project through an open and transparent selection process based on the following criteria:

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a) Total gross (after expenses but before taxes) household income from all worldly sources not to exceed:

- (i) \$17,150 (B.C. Housing's 1999 Deep Core Need Income Threshold) or less for the low income category; and,
- (ii) Between \$17,150 and \$24,500 (B.C. Housing's 1999 Shallow Core Need Income Threshold) for the moderate income category.

b) Artists must be professional and satisfy the following criteria:

- (i) Completion of art training which can include an apprenticeship or internship, instruction from elders, study at an art school, college or university, or other forms of guided learning;
- (ii) Production of a body of artistic work;
- (iii) Recognition by their artistic peers through the public presentation of their art; and,
- (iv) Commitment to practising their art on a full-time basis, if it were financially feasible.

c) Currently living in, working in, or having a history of association with, the Downtown Eastside community, defined as the area bounded on the north by Burrard Inlet, on the east by Commercial Drive, on the south by Broadway, and on the west by Granville Street.

The Co-op may not discriminate against any qualified artist by reason of race, ancestry, place of origin, religion, disability, gender, sexual orientation, or age.

The Co-op will maintain an active waiting list of qualified artists and will select artists based on the above criteria from the waiting list.

In the event of a dispute or charge of unfair selection practices, the Co-op may call upon the City, through the Office of Cultural Affairs, to mediate the dispute.

Terms and Conditions

1. **Term:** The term of the lease will be 60 years.
2. **Commencement Date:** The lease will commence on April 1, 1999. Notwithstanding the lease commencement date, the Co-op will remain liable for strata fees, City rent in lieu of property taxes, PEF loan payments, and other housing charges to be paid on a per diem per occupied unit basis, between the date of occupancy of individual studios and the lease commencement date.
3. **Basic Rent:** Until the Property Endowment Fund (PEF) loan has been paid in full, including interest, monthly lease rent will be the greater of the monthly interest and principle payment on the PEF loan or 25% of the monthly market rental value of the 30 studios. Both the monthly principle and

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interest payment and the monthly market rental value of the 30 studios, will be reviewed every 5 years from the lease commencement date by the City's Manager of Real Estate, and adjusted accordingly if appropriate.

PEF loan payments will be calculated on the basis of the market rate of interest charged for a conventional 5 year mortgage of \$782,800 amortized over a 30 year period. The loan payment for the initial 5-year period will be based on an interest rate of 6.0 per cent per annum which equates to a principal and interest payment of \$56,864.04 per year or \$4,738.67 per month. In subsequent periods, the interest rate will be the posted interest rate for a 5-year closed mortgage at the main branch of the Bank of Montreal in Vancouver 30 days prior to the expiry date of the previous 5-year period.

Market rental value of the 30 studios will be based on a survey of similar types of accommodation in the same market area. A recent survey by the City's Manager of Real Estate estimates the market rental value of these types of units in this market area to be about \$1.20 per net square foot per month. This puts the market rental value of a single studio at \$600 per month or all 30 studios at \$18,000 per month. The PEF loan payment is about 25% of the market rental value of the 30 studios. Upon repayment of the PEF loan in full, including interest, the Co-op's monthly lease rent will be allocated to the City's Affordable Housing Fund.

4. Supplemental Rent: Notwithstanding that the Co-op must operate on a breakeven basis, including the required annual contributions to Co-op reserves, there may be years in which there is a surplus at year end. In such cases, 50% of the surplus will be to the Co-op's account and 50% will be to the City's account. Until principle and interest on the PEF loan is fully paid, the City's share will go to reduce the principle on the loan. Once the PEF loan is fully paid, including interest, the City's share will go to the Affordable Housing Fund.

5. Rent In-Lieu-of Property Taxes: The Co-op will pay rent in lieu of property taxes equal to \$350 per studio per year. This is the minimum tax payable for residents eligible for the Provincial Home Owner Grant. Co-op members are eligible under the Act for the Home Owner Grant. This method of paying property tax is proposed to avoid the complication and uncertainty of the City registering the lease and applying to the B.C. Assessment Authority for the 30 studios to be placed on the property tax roll. Further, it will avoid the necessity of each member of the Co-op applying to the Province for the Home Owner Grant. In subsequent years, should the minimum tax payable under the Act increase, the rent-in-lieu-of property taxes will increase accordingly. Should the Home Owner Grant be eliminated at some time in the future, the Co-op will pay a percentage of the annual property tax bill equal to the ratio of the minimum tax payable under the Act in the year that the Grant was eliminated to the annual property tax bill in the same year.

6. Completing Shared Amenity and Workshop Areas: In the disclosure statement for the project, the developer undertook to provide \$60,000 to the strata corporation to complete the finishing of the shared amenity and workshop areas of the project. The total cost of completing this work is now estimated at \$80,000. This is \$20,000 more than what the developer was offering to pay. Further,

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there is a chance that the developer will not come up with his \$60,000 contribution due to less than satisfactory unit sales and difficulty in getting additional financing. In order for the Co-op not to be burdened with this additional expense, particularly at the outset when the Co-op's reserves are low, it is proposed that the City, upon written application from the Co-op, allow the Co-op to increase its PEF loan by a maximum of \$25,000. These funds would be used to cover the Co-op's share of the cost of finishing, furnishing and equipping the shared amenity and workshop areas, as well as any other miscellaneous costs associated with settling into the project and ensuring that it provides a livable and functional housing and working environment for Co-op members. These additional funds, like the original PEF loan, would be fully repaid by the Co-op over the 30-year amortization period of the loan, including interest.

7. Lease Registration: The lease will not be registered in the Land Title Office. Since the Property Endowment Fund (PEF) loan is not a mortgage, no mortgage needs to be registered against the leasehold interest. And, since the Co-op will be paying rent in lieu of property taxes to the City, the Co-op's leasehold interest does not need to be placed on the Property Tax Roll. Thus, there is no need for the Co-op's leasehold interest to be registered on Title.

8. Non-Encumbrance of Financial Interest: The Co-op cannot mortgage or otherwise financially encumber its leasehold interest in the 30 studios.

9. Establishing and Maintaining Reserves: The Co-op will establish a *Replacement and Strata Fee Reserve* and a *Vacancy and Rental Loss Reserve*.

Vacancy and Rental Loss Reserve: The purpose of the *Vacancy and Rental Loss Reserve* is to recover losses due to vacant units and/or delinquent housing charges. Each year, total contributions to the *Vacancy and Rental Loss Reserve* will be equal to 5% of the net annual operating budget. The net annual operating budget is equal to the total annual operating budget before Reserve contributions are included.

Replacement and Strata Fee Reserve: The *Replacement and Strata Fee Reserve* has two purposes. The purpose of the Replacement portion of the Reserve is to cover the cost of replacing such items as kitchen appliances, kitchen and bathroom cabinets, as well as plumbing and electrical fixtures. The purpose of the Strata Fee portion of the Reserve is to cover large and unexpected increases in strata fees. The *Replacement and Strata Fee Reserve* will be set initially at \$5,000 per year.

Contributions will be made to the Reserves each month on a pro rata basis. Reserves will be held in interest bearing accounts. Interest compounded over time will cover increases in strata fees, appliance costs and market rents due to inflation. Reserves will be held in trust in accordance with the Co-operative Act of British Columbia. At least every 5 years, the Co-op will review the Reserve contribution formulas and caps in relation to future anticipated requirements.

10. Financial Responsibility: The Co-op is responsible for paying all of its costs. Costs include monthly strata fees to the strata corporation, as well as interest and principle on the PEF loan, and rent in-lieu of property taxes, to the City.

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11. **Financial Records:** The Co-op must keep records of its expenses and revenues. This includes principal and interest payments on the Property Endowment Fund (PEF) loan and rent in lieu of property taxes to the City, as well as pro rata payments to the Co-op Vacancy and Rental Loss Reserve, and the Co-op Replacement and Strata Fee Reserve. An annual audit of the Co-op's operating expenses and revenues, including the status of its capital reserves will be required.

12. **Break-Even Operation:** The Co-op must set monthly housing charges so that it operates on a break-even basis, including payments to the Vacancy and Rental Loss Reserve and the Replacement and Strata Fee Reserve. It cannot incur an operating deficit.

13. **Setting Housing Charges:** In order to ensure that the Co-op operates on a break-even basis, housing charges for each studio are to be 30% of gross (after expenses but before taxes) monthly household income, but not less than \$325 per month (B.C. Benefits maximum shelter allowance) and not more than 90% of appraised market rental value initially estimated to be \$575.

14. **Household Income Mix:** At any given time, at least 30% of the studios will be occupied by households whose gross (after expenses but before taxes) monthly household income is less than \$24,500 (B.C. Housing's 1999 Core Need Income Threshold).

15. **Avoiding Deficits:** Should it become apparent that the Co-op is heading for a deficit position, the following steps may be taken to rectify the situation in the order of preference set out below:

- a) When a studio becomes vacant, the Co-op will select an artist with a higher income than the vacating artist to occupy the studio;
- b) The Co-op will increase the percent of gross (after expenses but before taxes) monthly household income (eg. from 30 to 35% of gross income) for studios where artists are paying housing charges based on a percentage of gross household income; and,
- c) The Co-op will increase the minimum housing charge for studios occupied by artists on the B.C. Benefits Program (eg. from \$325 to \$330 per studio per month).

16. **Subletting:** A resident member of the Co-op in good standing may sublet his or her studio for a maximum term of 12 consecutive months to another artist at the market rental rate prevailing at commencement of the sublease term. The temporary artist tenant must satisfy the membership criteria for the Co-op and be approved by the Co-op board. Preference will be given to Downtown Eastside artists.

17. **Parking:** The 15 parking stalls in the Co-op's portion of the parking garage are for the exclusive use of co-op members who own vehicles. For the first 5 years only, any unoccupied parking stalls are to be first offered to other strata owners in the building at a rate of \$50 per month. After this initial 5-year period has expired, the Co-op may offer any unoccupied parking stalls to whomever it chooses at whatever rate the market will bear. In all cases, the revenue generated by renting of unoccupied stalls shall be part of the gross revenue of the Co-op.

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18. **Physical Alterations:** No physical changes shall be made to the interior of the units without approval of the Co-op board. Further, any proposed changes must meet all City bylaws, regulations and guidelines and, if necessary, the appropriate permits must be issued to the Co-op to carry out the work.

19. **Proxy Votes:** The City will transfer to the Co-op the City's strata corporation voting rights for the 30 rental studios. The Co-op board will decide how the 30 proxy votes will be cast depending upon the issue at hand. On some issues, the Co-op board may wish to cast its vote as a single block of 30 votes. On other issues, the Co-op board may wish to split its 30 votes into two or more smaller blocks in order to reflect the diversity of views held by individual board members. The Co-op board cannot delegate its proxy votes to individual Co-op members.

20. **City Audit:** The Co-op will provide the City each year with a copy of its annual audited financial statements and its annual report submitted to the Registrar of Companies. From time to time, the City may examine the Co-op's accounts to ensure that it is paying its bills and managing its finances in a responsible manner, including whether Co-op reserves are being maintained at appropriate levels and being invested prudently.

21. **Lease Termination:** At any time, subject to 180 days written notice, the City reserves the right to transfer or terminate the lease, should the Co-op be deficient or negligent in carrying out its responsibilities and obligations as set out in the terms and conditions of the lease. However, the City may not terminate the lease based on the personal views of City officials or City staff on the nature, quality or impact of art produced individually or collectively by members of the Co-op.

22. **Disclaimer:** No legal rights or obligations are hereby created and none shall arise hereafter until execution of all necessary legal documents by both parties.

* * * * *

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If you agree with the terms and conditions of the Letter, please have two directors of the Board sign all three copies of the Letter; send two copies to the City, and keep one for the Co-op's records.

On behalf of the
City of Vancouver:

s.15(1), s.22(1)
[Redacted]
Cameron Gray
Director of the Housing Centre
Date: Oct. 14, 1999

s.15(1), s.22(1)
[Redacted]
Burke Taylor
Director of the Office of Cultural Affairs
Date: 14/10/99

On behalf of the
Core Artists Live/Work
Cooperative Association:

s.15(1), s.22(1)
[Redacted]
Director s.15(1), s.22(1)
Witness: s.15(1), s.22(1)
Date: Oct 14/99

s.15(1), s.22(1)
[Redacted]
Director s.15(1), s.22(1)
Witness: s.15(1), s.22(1)
Date: Oct 14/99