

EXPLANATION**Procedure By-law amendments regarding public hearings**

Enactment of the attached By-law will amend the Procedure By-law to incorporate new provisions regarding public hearings, as approved by Council on February 29, 2012.

Director of Legal Services
March 27, 2012

BY-LAW NO. _____

**A By-law to amend Procedure By-law No. 9756
regarding public hearings**

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

1. This By-law amends the indicated provisions of the Procedure By-law.
2. In section 1.2, Council adds the following definitions in alphabetical order:
 - “applicant” means the person applying to have a matter referred to and considered at a public hearing;
 - “public comments” mean submissions from the public, either in writing, or in electronic form, including audio or video format, graphics, photographs and other materials, regarding a proposed by-law;
 - “public hearing” means a special meeting to consider a proposed official development plan, zoning by-law, heritage designation by-law, heritage revitalization agreement by-law or sign by-law, pursuant to sections 562, 566, 571A, 571AA, 592 or 594 of the *Vancouver Charter*;
 - “public hearing summary report” means an oral or written report which summarizes the main points made by each speaker who spoke during the absence of a Council member, which report is given by the Director of Planning or another city official, or a video recording of the part of the public hearing conducted in the absence of a Council member;
 - “referral report” means a Council report requesting that Council decide whether or not to refer a matter to public hearing;”
3. In sections 1.2 and 13, Council strikes out the words “public delegation” wherever they appear and substitutes the word “speaker”.
4. After Section 17, Council adds:

**“SECTION 18
PUBLIC HEARINGS**

Public hearing procedures

18.1 The definitions in this By-law and the relevant provisions of sections 2, 4, 5, 6, 7, 8, 9, 11 and 12 are to apply to public hearings, except as this Section 18 otherwise sets out.

Council questions on referral report

18.2 At a regular Council meeting, Council may ask questions of staff related to the decision to refer a proposed by-law to public hearing, or otherwise comment on the process leading to the recommendation for referral, except that all other issues regarding the proposed by-law must be addressed at public hearing.

Public questions on referral report

18.3 A request by a member of the public to speak to a referral report is generally not in order, except that, if a referral report recommends that a matter not be referred to public hearing, the applicant may speak to that referral report.

Requests to speak and public comments prior to public hearing

18.4 All persons who deem themselves to be affected by a proposed by-law which has been referred to public hearing may:

- (a) apply to the City Clerk to speak at the public hearing; and
- (b) submit public comments to the City Clerk in accordance with this Section 18.

Speakers list

18.5 The City Clerk will register all persons who apply to speak at the public hearing, on the speakers list.

Acknowledgment of public comments

18.6 The City Clerk will acknowledge receipt of all public comments submitted in accordance with this By-law, except that a petition will only be acknowledged if it designates a contact person.

Circulation and posting of public comments

18.7 The City Clerk will:

- (a) prepare a file for each public hearing agenda item, containing the referral report, the proposed by-laws, summary and recommendations, any subsequent staff memos proposing amendments, and all public comments received by 5 p.m. on the day which is three (3) business days preceding the public hearing;
- (b) circulate the contents of the file electronically to Council by noon on the day which is two (2) business days preceding the public hearing; and
- (c) post the contents of the file and the public hearing agenda on the City website, by midnight on the day which is two (2) business days preceding the public hearing.

Public comments received after circulation and posting

18.8 Public comments and any subsequent staff memos proposing amendments, received by the City Clerk after circulation and posting in accordance with subsection 18.7, and before the close of public comments in accordance with subsections 18.23 and 18.24, will be added to the file, circulated to Council, and posted on the City website prior to any Council motion regarding the proposed by-law.

Public hearing file

18.9 The City Clerk will make the file for each agenda item available for public reference at the public hearing.

Deadline for public comments

18.10 Public comments received by the City Clerk later than fifteen minutes after the close of the speakers list will not be circulated to Council.

Author of public comments

18.11 Public comments which do not identify the author by name will not be circulated to Council or posted on the City website.

Personal information

18.12 Public comments will be posted on the City website in their entirety, excluding contact information, unless at the time of submission, the author requests that the City Clerk redact specified personal information, except that the author's name will not be redacted.

Order of business

18.13 The order of business at a public hearing is to be:

- (a) roll call;
- (b) motion to go into committee of the whole;
- (c) opening instructions regarding speakers and public comments; and
- (d) for each agenda item:
 - (i) reading of application and summary of public comments received,
 - (ii) presentation by staff,
 - (iii) presentation by applicant,
 - (iv) hearing of speakers on speakers list,

- (v) call by Chair three times for further speakers,
- (vi) call by Chair for public comments,
- (vii) close of speakers list,
- (viii) closing comments by applicant,
- (ix) closing comments by staff,
- (x) Council questions of staff following staff closing comments,
- (xi) close of public comments pursuant to subsections 18.23 and 18.24,
- (xii) debate, and
- (xiii) motion.

Authority of the Chair

18.14 The Chair:

- (a) will ensure that speakers limit their remarks to matters related to the proposed by-law;
- (b) must make a motion to recess for not more than 5 minutes during each hour of a public hearing to provide a break for participants;
- (c) may make a motion to recess for not more than 10 minutes during a public hearing, to provide a Council member an opportunity to receive a public hearing summary report in accordance with subsection 18.25 or subsection 18.26;
- (d) may make a motion to recess for not more than 10 minutes during a public hearing, to provide Council an opportunity to review public comments submitted pursuant to subsections 18.23 and 18.24; and
- (e) despite the provisions of this By-law, may modify the procedures at a public hearing if the Chair determines it is appropriate to do so, subject to a vote by not less than 2/3 of the Council members present to supersede the Chair's ruling.

Delay of commencement of public hearing

18.15 If, at the time the public hearing is scheduled to start, all participating Council members are not in attendance, the Chair may delay the commencement of the public hearing for up to 30 minutes.

Commencement of delayed public hearing

18.16 If, 30 minutes after the public hearing is scheduled to start, all participating Council members are not in attendance and there is a quorum present, the Chair will commence the public hearing.

Absence of quorum

18.17 If, 30 minutes after the public hearing is scheduled to start, no quorum is present, the City Clerk must read the roll, record the result in the minutes, and declare the public hearing cancelled.

Time limit for speaker

18.18 A speaker who is speaking on his or her own behalf, or on behalf of a corporation, society or other organization must not speak at a public hearing for more than five minutes in total nor more than once.

Interpreter

18.19 A speaker who requires the assistance of an interpreter must provide one.

Representative speaker

18.20 A speaker may only speak on behalf of other persons or organizations if:

- (a) the speaker represents three or more other persons, three or more other organizations, or three or more other persons and organizations; and
- (b) those represented are also present at the public hearing, either in person or by a representative of each corporation or organization represented by the speaker.

Time limit for representative speaker

18.21 A speaker who represents three or more other persons or organizations, must not speak at a public hearing for more than eight minutes in total nor more than once.

Question to speaker

18.22 A question posed to a speaker at a public hearing by a Council member, and the answer given, must not exceed five minutes in total.

Public comments submitted during the public hearing by speaker

18.23 Despite the provisions of subsection 18.4, a speaker at a public hearing may also submit public comments, graphics and other materials to Council during the public hearing, except that the public comments must be submitted no later than fifteen minutes after the close of the speakers list, and, if written, must not exceed 1500 words.

Public comments submitted during the public hearing by person who does not attend

18.24 Despite the provisions of subsection 18.4, a person who does not attend a public hearing may also submit public comments, graphics and other materials to Council during the public hearing, except that the public comments must be submitted no later than fifteen minutes after the close of the speakers list, and, if written, must not exceed 1500 words.

Vote after absence during day or last day of public hearing

18.25 A Council member who is not present for part of a public hearing which is concluded in one day, or for part of the last day of a public hearing which lasts longer than one day, may only vote on a motion regarding amendment or approval in principle of the proposed by-law if the Council member first receives and reviews a public hearing summary report during a 10 minute recess called for that purpose, provided that the public hearing summary report can be reasonably presented within 10 minutes.

Vote after absence during continuing public hearing

18.26 A Council member who is not present for a part of a public hearing which lasts longer than one day, other than the last day, may only vote on a motion regarding amendment or approval in principle of the proposed by-law if:

- (a) the Council member first receives and reviews a public hearing summary report during a 10 minute recess called for that purpose, provided that the public hearing summary report can be reasonably presented within 10 minutes; or
- (b) the Council member otherwise receives and reviews a public hearing summary report, which must include the video recording of the part of the public hearing conducted in the absence of a Council member.

Absence from public hearing

18.27 A Council member who is absent for all of a public hearing may not vote on a motion regarding amendment or approval in principle of the proposed by-law."

5. Council re-numbers existing sections 18, and subsections 18.1 and 18.2 as sections 19, and subsections 19.1, and 19.2 respectively.

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

ENACTED by Council this day of , 2012

Mayor

City Clerk

EXPLANATION**2011 Costs for the
East Hastings Street Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2011 maintenance costs and taxes with respect to the East Hastings Street Collective Parking Project.

Director of Legal Services
March 27, 2012



BY-LAW NO. _____

**A By-law to assess real property to defray 2011 costs
for the East Hastings Street Collective Parking Project**

PREAMBLE

Council undertook and constructed a collective parking project (the "East Hastings Street Project") as a local improvement under By-law No. 4100, and specially assessed, for the construction cost, the real property described in Schedule A to this By-law.

Under section 506A of the *Vancouver Charter*, Council may pass a by-law annually to defray certain costs and charges associated with a collective parking project, by specially assessing the real property benefited by, and specially assessed for the construction of the collective parking project.

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for the costs of the East Hastings Street Project, and described in Schedule A to defray the costs of \$156,064.16 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2011 to December 31, 2011; and hereby levies against each such parcel of real property as a special rate over and above all other rates and taxes, the individual amount, being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B referred to herein, and attached to this By-law, form part 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 , 2012

Mayor

City Clerk

East Hastings Collective Parking

Schedule "A"

2011 Total Amount to be collected

\$ 156,064.16

Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2011 Charge
<u>North Side</u>			
020-590-270-05 Lots 21 Amd & 22, Blk 54, THSL, Pln 1718	67.00		4,993.61
020-590-270-21 Lot 20 Amd, Blk 54, THSL, Pln 1718	33.00		2,459.54
020-590-270-33 Lot 19 Amd, Blk 54, THSL, Pln 1718	33.00		2,459.54
020-590-270-45 Lot 23, Blk 54, THSL, Pln 1718	26.90		2,004.90
020-590-270-51 Lot 24, Blk 54, THSL, Pln 1718	26.90		2,004.90
020-590-270-63 Lot 18, Blk 54, THSL, Pln 1718	33.00		2,459.54
020-590-270-69 Lot 17, Blk 54, THSL, Pln 1718	33.00		2,459.54
020-590-270-75 Lot 16, Blk 54, THSL, Pln 1718	33.00		2,459.54
020-590-270-83 Lot 15 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	48.30		3,599.87
020-590-270-95 Lot 13 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	38.50		2,869.46
020-271-588-74 Lot A of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	2,459.54
020-590-271-05 Lot B of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	2,459.54

North Side cont'd.

020-590-271-23 Lots 29 & 30, Blk 53, THSL, Pln 1019	66.00	4,919.08
020-590-271-31 Lots 27 & 28, Blk 53, THSL, Pln 1019	66.00	4,919.08
020-590-271-35 Lot 26, Blk 53, THSL, Pln 1019	33.00	2,459.54
020-590-271-37 Lot 25, Blk 53, THSL, Pln 1019	33.00	2,459.54
020-590-271-43 Lot 24, Blk 53, THSL, Pln 1019	33.00	2,459.54
020-590-271-49 Lot 23, Blk 53, THSL, Pln 1019	33.00	2,459.54
020-590-271-55 Lot 22, Blk 53, THSL, Pln 1019	33.00	2,459.54
020-590-271-61 Lot 21, Blk 53, THSL, Pln 1019	33.00	2,459.54
020-590-271-79 Lots 18 to 20, Blk 53, THSL, Pln 1019	99.00	7,378.62
020-590-271-95 Lot 17, Blk 53, THSL, Pln 1019	33.00	2,459.54
020-590-274-05 Lots 31 to 32, Blk 52, THSL, Pln 410	66.00	4,919.08
020-590-274-17 Lot 30, Blk 52, THSL, Pln 410	33.00	2,459.54
020-590-274-23 Lot 29, Blk 52, THSL, Pln 410	33.00	2,459.54
020-590-274-29 Lot 28, Blk 52, THSL, Pln 410	33.00	2,459.54
020-590-274-35 Lot 27, Blk 52, THSL, Pln 410	33.00	2,459.54
020-590-274-41 Lot 26 Amd, Blk 52, THSL, Pln 410	32.89	2,451.34

North Side cont'd.

020-590-274-47 Lot 25 Amd, Blk 52, THSL, Pln 410	33.11	2,467.74
020-590-274-53 Lot 24, Blk 52, THSL, Pln 410	33.00	2,459.54
020-590-274-59 Lot 23, Blk 52, THSL, Pln 410	33.00	2,459.54
020-590-274-65 Lot 22, Blk 52, THSL, Pln 410	33.00	2,459.54
020-590-274-71 Lot 21, Blk 52, THSL, Pln 410	33.00	2,459.54
020-590-274-79 Lot 20, Blk 52, THSL, Pln 410	33.00	2,459.54
020-590-274-95 Lot A, Blk 52, THSL, Pln 410	99.00	7,378.63

Total for North Side

1,428.60	54.00	\$106,475.73
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North Side Rate per foot:**\$74.531521**

Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2011 Charge
<u>South Side</u>			
020-590-270-06 Lots 1 and 2, Blk 55, THSL, Plan 2684	65.40		2,437.18
020-590-270-18 Lots 3 and 4, Blk 55, THSL, Plan 2684	60.00		2,235.95
020-590-270-24 Lot 5, Blk 55, THSL, Plan 2684	30.00		1,117.97
020-590-270-36 Lot 6, Blk 55, THSL, Plan 2684	30.00		1,117.97
020-590-270-48 Lot 26, Blk 55, THSL, Plan 2500	25.00		931.64
020-590-270-54 Lot 25, Blk 55, THSL, Plan 2500	25.00		931.64
020-590-270-60 Lot 24, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		931.64
020-590-270-66 Lot 23, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		931.64
020-590-270-80 Lot A, Blk 55, THSL, Ex PI 9712	50.00		1,863.29
020-590-270-96 Lot 20, Blk 55, THSL, Plan 2500	35.30		1,315.48
020-590-271-04 **Strata LMS183 - see attached	132.01		4,919.45
020-590-271-46 ***Strata LMS1880 - see attached	264.00		9,838.16
020-590-271-78 Lot 13, Blk 56, THSL, Plan 2422	33.00		1,229.77
020-590-271-96 Lots 14 to 16, Blk 56, THSL, Plan 2422	99.00		3,689.31
020-590-274-06 Lot 1, Blk 57, THSL, Plan 309A	48.00		1,788.76

South Side cont'd..

020-590-274-18 Lot 2, Blk 57, THSL, Plan 309A	48.00	1,788.76
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020-590-274-26 ***Strata BCS 3366 - see attached	144.00	5,366.27
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020-590-274-42 ***Strata LMS 775 - see attached	95.96	3,576.03
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020-590-274-68 *Hastings Library exempt	96.00	0.00
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020-590-274-96 Lot A, Blk 57, THSL, Plan 309A	96.00	3,577.52
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Total for South Side	1,330.67	96.00	\$49,588.43
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South Side Rate per foot:	\$37.265760
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	Rate per Foot	Assessed Footage	Total
Total for North Side	\$74.531521	1,428.60	\$106,475.73
Total for South Side	\$37.265760	1,330.67	\$49,588.43
Total Amount to be Collected:			\$156,064.16

Strata Title Shares

	<u>Shares</u>	<u>Charge</u>
*Strata LMS183 – Total Shares:	10,000	\$4,919.45
020-590-271-04-0001	1,708	840.24
020-590-271-04-0002	8,292	4,079.21
	<u>10,000</u>	<u>\$4,919.45</u>
 *Strata LMS775 – Total Shares:	 7,087	 \$3,576.03
020-590-274-42-0001	1,127	568.67
020-590-274-42-0002	1,127	568.67
020-590-274-42-0003	1,211	611.06
020-590-274-42-0004	1,211	611.06
020-590-274-42-0005	1,211	611.06
020-590-274-42-0006	1,200	605.51
	<u>7,087</u>	<u>\$3,576.03</u>
 Strata LMS 1880 -Mixed Use-		
Commercial units only charged - total shares:	19,405	\$9,838.16
020-590-271-46-0002	878	445.14
020-590-271-46-0003	879	445.65
020-590-271-46-0004	908	460.35
020-590-271-46-0005	880	446.15
020-590-271-46-0006	834	422.83
020-590-271-46-0007	838	424.86
020-590-271-46-0008	936	474.54
020-590-271-46-0014	1,042	528.28
020-590-271-46-0015	1,083	549.07
020-590-271-46-0016	1,083	549.07
020-590-271-46-0017	1,562	791.92
020-590-271-46-0018	945	479.11
020-590-271-46-0019	995	504.46
020-590-271-46-0020	1,000	506.99
020-590-271-46-0021	995	504.46
020-590-271-46-0022	1,028	521.19
020-590-271-46-0023	1,001	507.50
020-590-271-46-0024	845	428.41
020-590-271-46-0025	789	400.01
020-590-271-46-0026	884	448.17
	<u>19,405</u>	<u>\$9,838.16</u>

Strata Title Shares

	<u>Shares</u>	<u>Charge</u>
Strata BCS 3366 -Mixed Use-		
Commercial units only charged - total shares:	721	\$5,366.27
020-590-274-26-0001	90	669.85
020-590-274-26-0002	92	684.74
020-590-274-26-0003	99	736.84
020-590-274-26-0004	76	565.65
020-590-274-26-0005	90	669.85
020-590-274-26-0006	108	803.82
020-590-274-26-0007	79	587.99
020-590-274-26-0008	87	647.53
	<u>721</u>	<u>\$5,366.27</u>

East Hastings Collective Parking

Schedule "B"

January 1, 2011 to December 31, 2011

Costs of East Hastings Parking Project:

Account	20001815	
Supplying Electrical Energy	\$	1,326.32
Liability Insurance		326.00
General & School Taxes		140,031.93
Maintenance & Repairs		12,110.83
Traffic & Electrical Maintenance of Lights		663.94
Landscape Maintenance		1,605.14
Snow & Ice Removal		0.00
Total costs		<u>\$156,064.16</u>

EXPLANATION

**2011 Costs for the South Fraser Street
Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2011 maintenance costs and taxes with respect to the South Fraser Street Collective Parking Project.

Director of Legal Services
March 27, 2012

BY-LAW NO. _____

**A By-law to assess real property to defray 2011 costs
for the South Fraser Street Collective Parking Project**

PREAMBLE

Council undertook and constructed a collective parking project (the "South Fraser Street Project") as a local improvement under By-law No. 3808, and specially assessed, for the construction cost, the real property described in Schedule A to this Bylaw.

Under section 506A of the *Vancouver Charter*, Council may pass a by-law annually to defray certain costs and charges associated with a collective parking project, by specially assessing the real property benefited by and specially assessed for the construction of the collective parking project.

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for the costs of, the South Fraser Street Project, and described in Schedule A, to defray the costs of \$246,467.71 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2011 to December 31, 2011, and hereby levies against each such parcel of real property, as a special rate over and above all other rates and taxes, the individual amount being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B attached to this By-law form part 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 _____, 2012

Mayor

City Clerk

South Fraser Collective Parking

Schedule "A"

Total Amount to be collected

\$246,467.71

Co-Ordinate and Legal Description	Assessed Footage	Exempt Footage	2011 Charge
<u>West Side</u>			
016-210-755-07 Lots 19 & 20, Blk 2, DL 645, Pln 2317	57.20		5,971.84
016-210-755-29 Lot 21, Blk 2, DL 645, Pln 2317	25.00		2,610.07
016-210-755-37 Lot 22, Blk 2, DL 645, Pln 2317	25.00		2,610.07
016-210-755-45 Lot 23, Blk 2, DL 645, Pln 2317	25.00		2,610.07
016-210-755-63 Lot A, Blk 2, DL 645, Pln 15444	50.05		5,225.36
016-210-755-73 Lot 26, Blk 2, DL 645, Pln 2317	25.00		2,610.07
016-210-755-97 Lot B, Blk 2, DL 645, Pln LMP 15552	57.04		5,955.13
016-210-757-07 Lots 19 & 20, Blk 3, DL 645, Pln 2317	57.00		5,950.96
016-210-757-27 Lot 21, Blk 3, DL 645, Pln 2317	25.00		2,610.07
016-210-757-49 Lot A, Blk 3, DL 645, Pln 2317	75.00		7,830.21
016-210-757-95 Lots 25 & 26 & N. 15 ft. of 27 & 28 Amd, Blk 3, DL 645, Pln 2317	107.00		11,171.09
016-210-758-05 Lot 1, Blk 1, DL 646, Pln 1427	33.00		3,445.29

West Side cont'd

016-210-758-15 Lot 2, Blk 1, DL 646, Pln 1427	33.00	3,445.29
016-210-758-31 Lot 3, Blk 1, DL 646, Pln 1427	33.00	3,445.29
016-210-758-45 Lot 4, Blk 1, DL 646, Pln 1427	33.00	3,445.29
016-210-758-67 Lot 5, Blk 1, DL 646, Pln 1427	33.00	3,445.29
016-210-758-71 Lot 6, Blk 1, DL 646, Pln 1427	33.00	3,445.29
016-210-758-91 Lots 7 & 8, Blk 1, DL 646, Pln 1427	66.00	6,890.58
016-210-761-03 Parcel C, Blk 2, DL 646, Pln BCP7391	66.06	6,896.84
016-210-761-31 Lot 3, Blk 2, DL 646, Pln 1427	33.00	3,445.29
016-210-761-43 Lot 4, Blk 2, DL 646, Pln 1427	33.00	3,445.29
016-210-761-63 Lots 5 & 6, Blk 2, DL 646, Pln 1427	66.00	6,890.58
016-210-761-81 Lot 7, Blk 2, DL 646, Pln 1427	33.00	3,445.29
016-210-761-95 Lot 8, Blk 2, DL 646, Pln 1427	33.00	3,445.29
016-210-765-05 Lot A, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	92.92	9,701.10
016-210-765-47 Lot 4, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	3,234.40
016-210-765-69 Lot B, Blks 1 to 3 & 22 to 24, DL 649, Pln 17897	61.96	6,468.79
016-210-765-87 Lot 7, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	3,234.40

West Side cont'd

016-210-765-95 Lot 8, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.96	3,232.31
016-210-769-05 Lot 9, Blks 4 to 6, DL 649, Pln 2236	32.00	3,340.89
016-210-769-19 Lot 10, Blks 4 to 6, DL 649, Pln 2236	31.40	3,278.25
016-210-769-33 Lot L, DL 649, Plan BCS46445	62.78	6,554.40
016-210-769-47 Lot 13, Blks 4 to 6, DL 649, Pln 2236	31.40	3,278.25
016-210-769-57 Lot 14, Blks 4 to 6, DL 649, Pln 2236	31.40	3,278.25
016-210-769-75 Lot 15, Blks 4 to 6, DL 649, Pln 2236	31.40	3,278.24
016-210-769-79 Lot 16, Blks 4 to 6, DL 649, Pln 2236	31.40	3,278.24
016-210-769-97 Lot J, Blks 4 to 6, DL 649, Pln LMP2787	62.77	6,553.35

Total for West Side1,618.70168,996.71

Rate per foot:

104.402734**Co-Ordinate and Legal Description****Assessed
Footage****Exempt
Footage****2011
Charge****East Side**

016-210-755-06 Lots 16 to 18, Blk 1 , DL 664, N 3/4 Pln 2148	99.00	5,167.94
016-210-755-36 Lot 15 , Blk 1, DL 664, N 3/4 Pln 2148	33.00	1,722.65
016-210-755-76 Lots 13 to 14, Blk 1 , DL 664, N 3/4 Pln 7760	63.99	3,340.37

East Side cont'd...

016-210-757-26	VSB School ex.	265.95	0.00
Lot 3 , Blks 2 and 3 , DL 664 NE 1/4 Pln 14021			
016-210-757-76	*CoV Fraser Library	82.46	0.00
Lot A , DL 664, N 1/2 of S. 1/4 Pln 7414			
016-210-757-96		65.98	3,444.25
Lot B , DL 664, S. Pt, Pln 17850			
016-210-758-06		33.00	1,722.65
Lot 18 , Blk 1, DL 663, Pln 1390			
016-210-758-16		33.00	1,722.65
Lot 17 , Blk 1, DL 663, Pln 1390			
016-210-758-24		33.00	1,722.65
Lot 16 , Blk 1, DL 663, Pln 1390			
016-210-758-36		33.00	1,722.65
Lot 15 , Blk 1, DL 663, Pln 1390			
016-210-758-50		33.00	1,722.65
Lot 14 , Blk 1, DL 663, Pln 1390			
016-210-758-64		82.50	4,306.61
Strata Plan BCS1388 – see attached			
016-210-758-86		49.50	2,583.97
Lots 10 & S ½ of 11, Blk 1, DL 663, Pln 1390			
016-210-761-18		99.00	5,167.94
Lot B, Blk 1, DL 663, Pln 21036			
016-210-761-36		33.00	1,722.65
Lot 6 , Blk 1, DL 663, Pln 1390			
016-210-761-64		66.00	3,445.29
Lot A , Blk 1, DL 663, Pln 1390			
016-210-761-74		33.00	1,722.65
Lot 3 , Blk 1, DL 663, Pln 1390			
016-210-761-98		66.83	3,488.62
Lot C , Blk 1, DL 663, Pln VAP23174			
016-210-765-06		99.33	5,185.16
Lots 1 to 3, Blk 1, DL 662, Pln 1900			

East Side cont'd...

016-210-765-42 Lot 4 , Blk 1, DL 662, Pln 1900	33.00	1,722.65
016-210-765-52 Lot 5 , Blk 1, DL 662, Pln 1900	33.00	1,722.64
016-210-765-68 Lot 6 , Blk 1, DL 662, Pln 1900	33.00	1,722.64
016-210-765-74 Lot 7 , Blk 1, DL 662, Pln 1900	33.00	1,722.64
016-210-765-86 Lots B & 10 Amd , Blk 1, DL 662, Pln 1900	99.17	5,176.80
016-210-769-18 Lot 11 Amd , Blk 1, DL 662, Pln 1900	33.01	1,723.16
016-210-769-26 Lot 12 Amd, Blk 1, DL 662, Pln 1900	35.29	1,842.18
016-210-769-42 Lots 13 Amd & 14 Amd, Blk 1, DL 662, Pln 1900	63.97	3,339.31
016-210-769-64 Lots 15 Amd to 17 , Blk 1, DL 662, Pln 1900	98.51	5,142.35
016-210-769-94 Lots 18 & 19 , Blk 1, DL 662, Pln 1900	66.00	3,445.28

Total for East Side1,484.08348.4177,471.00

Rate per foot:

52.201367

	Rate per foot	Assessed Footage	Total Cost
Total for West Side	<u><u>104.402734</u></u>	<u><u>1,618.70</u></u>	<u><u>168,996.71</u></u>
Total for East Side	<u><u>52.201367</u></u>	<u><u>1,484.08</u></u>	<u><u>77,471.00</u></u>
Total Amount to be Collected:			<u><u>246,467.71</u></u>

Strata Title Shares

Strata Plan BCS1388 – Total	Shares:	1,861	Amount:	\$4,306.61
016-210-758-64-0001		73		168.93
016-210-758-64-0002		68		157.36
016-210-758-64-0003		68		157.36
016-210-758-64-0004		79		182.82
016-210-758-64-0005		80		185.13
016-210-758-64-0006		66		152.73
016-210-758-64-0007		66		152.73
016-210-758-64-0008		71		164.30
016-210-758-64-0009		73		168.93
016-210-758-64-0010		69		159.68
016-210-758-64-0011		68		157.36
016-210-758-64-0012		79		182.82
016-210-758-64-0013		75		173.56
016-210-758-64-0014		60		138.85
016-210-758-64-0015		61		141.16
016-210-758-64-0016		63		145.79
016-210-758-64-0017		533		1,233.44
016-210-758-64-0018		101		233.73
016-210-758-64-0019		108		249.93
		<u>1,861</u>		<u>\$4,306.61</u>

South Fraser Collective Parking

Schedule "B"

January 1, 2011 to December 31, 2011

Costs of South Fraser Parking Project:

Account 20001814

Supplying Electrical Energy	\$	1,113.05
Liability Insurance		520.00
General & School Taxes		207,128.17
Street Cleaning & Garbage Removal		1,062.41
Snow & Ice Removal		0.00
Landscape Maintenance		18,786.45
Maintenance & Repair		17,857.63
Cleaning out of Catch Basins		0.00
Street Lighting Maintenance		0.00
Parking Enforcement		0.00

2011 Total costs

\$246,467.71

EXPLANATION

**2011 Maintenance Costs for
Trounce Alley and Blood Alley Square**

Under section 506B of the *Vancouver Charter*, where Council has completed construction of a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2011 maintenance costs with respect to the Trounce Alley and Blood Alley Square Local Improvement Project.

Director of Legal Services
March 27, 2012

7dc
BY-LAW NO. _____

**A By-law to assess real property to defray 2011 maintenance costs
for the Trounce Alley and Blood Alley Square Local Improvement Project**

PREAMBLE

Council undertook and completed a local improvement project (the "project") under By-law No. 4638, and specially assessed, for the cost thereof, the real property described in Schedule A.

Under section 506B of the *Vancouver Charter*, Council may pass a by-law annually to defray certain costs associated with a local improvement project, by specially assessing the real property benefited by, and specially assessed for the cost of the local improvement project.

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for, the costs of the project, and described in Schedule A to defray the costs of \$12,446.55 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2011 to December 31, 2011; and hereby levies against each such parcel of real property as a special rate over and above all other rates and taxes, the individual amount, being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B referred to herein, and attached to this By-law, form part 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 _____, 2012

Mayor

City Clerk

Trounce Alley and Blood Alley Square Maintenance Project

SCHEDULE "A"

Total Amount to be collected

\$12,446.55

<u>Co-ordinate & Legal Description</u>	<u>Proportion of Costs</u>	<u>2011 Charge</u>
*026-580-172-60 *Strata Plan BCS 3229, Strata Lots 1-29 and 31-50 see attached	12.12%	1,508.52
026-580-172-80 PARCEL Y BLK 2 PLN BCP29043 DL OGT	15.04%	1,871.96
026-580-172-92 PARCEL Z BLK 2 PLN BCP29042 DL OGT	16.97%	2,112.18
026-589-172-45 LOT A OF 11 BLK 2 OGT REF PLAN 1457 PLAN 168	4.19%	521.51
*026-589-172-65 *CoV Assessable as per L. Kemp Real Est. Serv. LOT 11 EX PCL A & 12 & 13 & 14 EX E 26 FT BLK 2 DL OGT PLAN 168	36.10%	4,493.20
026-589-172-85 E 26 FT OF LOT 14 BLK 2 DL OGT PLAN 168	7.68%	955.90
*026-178-580-61 *Strata Plan LMS 738, Strata Lots 1 - 12 see attached	<u>7.90%</u>	<u>983.28</u>
	<u>100.00%</u>	<u>\$12,446.55</u>

Strata Plan LMS 738	<u>Total Shares</u>	<u>9,257</u>	Charge
026 178 580 61 0001	702		74.57
026 178 580 61 0002	614		65.22
026 178 580 61 0003	694		73.72
206 178 580 61 0004	903		95.92
026 178 580 61 0005	716		76.05
026 178 580 61 0006	744		79.03
026 178 580 61 0007	809		85.93
026 178 580 61 0008	903		95.92
026 178 580 61 0009	720		76.48
026 178 580 61 0010	740		78.60
026 178 580 61 0011	809		85.93
026 178 580 61 0012	903		95.91
	<u>9,257</u>		<u>983.28</u>

Strata Plan BCS 3229	<u>Total Shares</u>	<u>4,461</u>	Charge
026 580 172 60 0001	105		35.51
026 580 172 60 0002	106		35.84
026 580 172 60 0003	126		42.61
026 580 172 60 0004	42		14.20
026 580 172 60 0005	84		28.41
026 580 172 60 0006	68		22.99
026 580 172 60 0007	67		22.66
026 580 172 60 0008	65		21.98
026 580 172 60 0009	67		22.66
026 580 172 60 0010	85		28.74
026 580 172 60 0011	81		27.39
026 580 172 60 0012	58		19.61
026 580 172 60 0013	62		20.97
026 580 172 60 0014	62		20.97
026 580 172 60 0015	59		19.95
026 580 172 60 0016	81		27.39
026 580 172 60 0017	149		50.39
026 580 172 60 0018	121		40.92
026 580 172 60 0019	117		39.56
026 580 172 60 0020	115		38.89
026 580 172 60 0021	121		40.92
026 580 172 60 0022	150		50.72
026 580 172 60 0023	143		48.36
026 580 172 60 0024	91		30.77

Strata Plan BCS 3229 (cont'd)	<u>Total Shares</u>	<u>4,461</u>	Charge
026 580 172 60 0025	108		36.52
026 580 172 60 0026	102		34.49
026 580 172 60 0027	87		29.42
026 580 172 60 0028	137		46.33
026 580 172 60 0029	129		43.62
026 580 172 60 0031	65		21.98
026 580 172 60 0032	66		22.32
026 580 172 60 0033	85		28.74
026 580 172 60 0034	80		27.05
026 580 172 60 0035	70		23.67
026 580 172 60 0036	111		37.54
026 580 172 60 0037	66		22.32
026 580 172 60 0038	80		27.05
026 580 172 60 0039	60		20.29
026 580 172 60 0040	68		22.99
026 580 172 60 0041	68		22.99
026 580 172 60 0042	62		20.97
026 580 172 60 0043	81		27.39
026 580 172 60 0044	70		23.67
026 580 172 60 0045	111		37.54
026 580 172 60 0046	66		22.32
026 580 172 60 0047	80		27.05
026 580 172 60 0048	144		48.69
026 580 172 60 0049	129		43.62
026 580 172 60 0050	<u>111</u>		<u>37.54</u>
	<u>4,461</u>		<u>1,508.52</u>

Proportion of Costs as per By-law #4638,
August 1, 1972

Trounce Alley and Blood Alley Square Maintenance Project

Schedule "B"

Costs to Trounce Alley and Blood Alley Square

January 1, 2011 to December 31, 2011

Account 20001816

Supplying Electrical Energy	\$	339.87
Liability Insurance		150.00
Maintenance of Street Lights		803.44
Sweeping and Flushing Paved Surfaces or Snow Removal		11,153.24
Total costs and charges:	\$	<u>12,446.55</u>

EXPLANATION

**A By-law to amend CD-1 By-law No. 9594
Re: 140 West 1st Avenue**

After a public hearing on February 27, 2012, Council approved amendments without changes to CD-1 By-law No. 9594. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 27, 2012



140 West 1st Avenue

BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 9594

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

1. This By-law amends the indicated provisions of By-law No. 9594.
2. In section 3.2(i), Council adds the following Services Uses in the appropriate alphabetical order: "Beauty and Wellness Centre", "Laundromat or Dry Cleaning Establishment" and "Repair Shop - Class B".
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

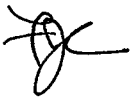
Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law No.9600
Re: 99 West 2nd Avenue**

After a public hearing on February 27, 2012, Council approved amendments without changes to CD-1 By-law No. 9600. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 27, 2012



99 West 2nd Avenue

BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 9600

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

1. This By-law amends the indicated provisions of By-law No. 9600.
2. In section 3.2(h), Council adds the following Services Uses in the appropriate alphabetical order: "Beauty and Wellness Centre", "Laundromat or Dry Cleaning Establishment" and "Repair Shop - Class B".
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law No. 10123
Re: 2304 West 8th Avenue**

After a public hearing on February 27, 2012, Council approved amendments without changes to CD-1 By-law No. 10123. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 27, 2012



2304 West 8th Avenue

BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 10123

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

1. This By-law amends the indicated provisions of By-law No. 10123.
2. In section 6.2, Council strikes out "24.4" and substitutes "24.0".
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law No.10238
Re: 6511 Granville Street**

After a public hearing on February 27, 2012, Council approved amendments without changes to CD-1 By-law No. 10238. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 27, 2012

6511 Granville Street

BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 10238

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

1. This By-law amends the indicated provisions of By-law No. 10238.
2. In subsection 3.4(d), Council strikes out the words "with a ceiling height of less than 1.2 m,".
3. Council strikes out section 4, and substitutes:
 - "4. The building height must not exceed 13.9 m measured above Base Surface."
4. Council re-numbers sections "2", "2.1", "2.2", "3", "3.1", "3.2", "3.3", "3.4", "3.5", "4", "5", "5.1", "5.2", "5.3", "5.4", "5.5", "5.6", "6", "7", "8", and "9", as "3", "3.1", "3.2", "4", "4.1", "4.2", "4.3", "4.4", "4.5", "5", "6", "6.1", "6.2", "6.3", "6.4", "6.5", "6.6", "7", "8", "9", and "10" respectively.
5. In re-numbered section 3.2(b), Council strikes out "2.2" and substitutes "3.2".
6. In re-numbered section 6.3, Council strikes out "5.2", and substitutes "6.2".
7. In re-numbered section 6.5, Council strikes out "5.2", and substitutes "6.2".
8. In re-numbered section 6.6, Council strikes out "5.1" and substitutes "6.1".
9. After section 1, Council adds:

"Definitions

2. In this by-law:

"Base Surface" means 82.3 m above geodetic datum (elevation 0.0m)."

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

ENACTED by Council this day of , 2012


Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law No.10382
Re: 2402 East Broadway**

After a public hearing on February 27, 2012, Council approved amendments without changes to CD-1 By-law No. 10382. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 27, 2012



2402 East Broadway

BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 10382

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

1. This By-law amends the indicated provisions of By-law No. 10382.
2. In section 2.2(a), Council strikes out "limited to multiple dwelling" and substitutes "in conjunction with any of the uses listed in this section 2.2".
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**A By-law to amend Sign By-law No. 6510
Re: Miscellaneous housekeeping amendments
Schedules B and E**

After a public hearing on February 27, 2012, Council approved amendments without changes to Sign By-law No. 6510 re: Miscellaneous housekeeping amendments for Schedules B and E. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 27, 2012



Miscellaneous housekeeping amendments
Schedules B and E

BY-LAW NO. _____

A By-law to amend Sign By-law No. 6510

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

1. This By-law amends the indicated provisions of Sign By-law 6510.
2. From Schedule B, Council strikes out:

"CD-1	(517)	8495 Granville Street
CD-1	(518)	428 Terminal Avenue"
3. From Schedule E, Council strikes out:

"2410 E. Broadway	CD-1(167)	5836	B(C-1)"
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4. To Schedule E, Council adds:

"2402 E. Broadway	CD-1(513)	10382	B(C-1)"
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5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 606 Powell Street**

After the public hearing on June 22, 2010, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for a development on this site. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 27, 2012



606 Powell 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 marginally numbered Z-622(d) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (526).

2.2 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 CD-1 (526) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units and Seniors Supportive or Assisted Housing, in conjunction with any use listed in this section 2.2;
- (b) Housekeeping Units, in conjunction with any use listed in this section 2.2;
- (c) Cultural and Recreational Uses, limited to Artist Studio - Class A;
- (d) Institutional Uses, limited to Child Day Care Facility, Community Care Facility - Class B, Group Residence and Social Service Centre;
- (e) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Clothing Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Miscellaneous Products Manufacturing - Class B, Non-metallic Mineral Products Manufacturing - Class B, Plastic Products Manufacturing, Printing or Publishing, Rubber Products Manufacturing, Shoes or Boots Manufacturing, Software Manufacturing, Textiles or Knit Goods Manufacturing, Tobacco Products Manufacturing, and Wood Products Manufacturing - Class B;

- (f) Office Uses;
- (g) Parking Uses;
- (h) Retail Uses, limited to Neighbourhood Grocery Store and Retail Store;
- (i) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class B, Restaurant - Class 1, School, and Work Shop;
- (j) Accessory Uses customarily ancillary to any of the uses permitted by this section 2.2; and
- (k) Interim Uses not listed in this section 2.2, and accessory uses customarily ancillary to them, if:
 - (i) the Director of Planning or Development Permit Board considers that the interim use will be compatible with and not adversely affect adjacent development that either exists or that this By-law allows,
 - (ii) the Director of Planning or Development Permit Board is satisfied that the interim use is easily removable and is of low intensity or low in capital investment,
 - (iii) the Director of Planning or Development Permit Board is satisfied that there is no risk to the public from contaminated soils either on or adjacent to CD-1 (526), and
 - (iv) any development permit for an interim use has a time limit of three years.

Conditions of use

3. Dwelling Uses and Housekeeping Units are in an "intermediate zone" as defined in the Noise Control By-law, and, as a result, are subject to the noise levels permitted in industrial and downtown districts.

Density

4.1 Computation of floor space ratio must assume that the site consists of 1 982.7 m², being the site size at the time of enactment of the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space for all uses, combined, must not exceed 5.05.

4.3 Computation of floor space ratio must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground, measured to the extreme outer limits of the building; and
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

4.4 Computation of floor space ratio must exclude:

- (a) open residential balconies or sun decks, and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8 per cent of the residential floor area being provided;
- (b) patios and roof gardens if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) amenity areas, including recreational facilities and meeting rooms, except that the total area excluded must not exceed 1 000 m²;
- (f) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit;
- (g) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause does not apply to walls in existence prior to March 14, 2000; and

(h) with respect to exterior:

- (i) wood frame construction walls greater than 152 mm thick that accommodate RSI 3.85 (R-22) insulation, or
- (ii) walls other than wood frame construction greater than 152 mm thick that meet the standard RSI 2.67 (R-15),

the area of such walls that exceeds 152 mm to a maximum exclusion of 51 mm of thickness for wood frame construction walls and 127 mm of thickness for other walls, except that this clause is not to apply to walls in existence before January 20, 2009. A registered professional must verify that any wall referred to in subsection (ii) of this section meets the standards set out therein.

4.5 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) enclosed residential balconies if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8 per cent of the residential floor area being provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50 per cent;
- (b) windows recessed into the building face to a depth of no more than 160 mm, except that the Director of Planning or Development Permit Board may allow a greater depth in cases where it improves building character;
- (c) unenclosed outdoor areas at grade level underneath building overhangs, if:
 - (i) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council and approves the design of any overhangs, and
 - (ii) the area of all overhang exclusions does not exceed 1 per cent of the residential floor area being provided;
- (d) open to below spaces or double height volumes on the second storey units if the location of the first floor is within 2 m of grade to a maximum of 15 per cent of the floor area of the first floor of that unit for residential units;
- (e) features generally on the westerly facades of buildings to reduce solar gain, which may be in the form of french balconies and horizontal extensions; and

- (f) tool sheds, trellises, and other garden structures which support the use of intensive green roofs and urban agriculture.

Building height

5. The building height must not exceed 36 m.

Parking, loading, and bicycle spaces

6. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, and bicycle spaces, all as defined under the Parking By-law, except that:

- (a) residential parking space must be provided at a rate of:
 - (i) at least 0.1 space for each studio or one bedroom dwelling unit,
 - (ii) at least 0.2 space for each two bedroom dwelling unit, and
 - (iii) at least 0.3 space for each three bedroom dwelling unit;
- (b) there must be at least 0.80 Bicycle Space for each dwelling unit;
- (c) for non residential uses, there must be:
 - (i) at least one parking space for each 145 m² of gross floor area for the first 290 m² of gross floor area,
 - (ii) at least one additional parking space for each additional 115 m² of gross floor area, and
 - (iii) not more than one parking space for each 70 m² of gross floor area; and
- (d) there must be one Loading Space, Class A and one Loading Space, Class B.

Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise levels set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise levels in decibels.

<u>Portions of dwelling units</u>	<u>Noise levels (Decibels)</u>
Bedrooms	35
Living, dining, recreation rooms	40
Kitchens, bathrooms, hallways	45

Severability

8. 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.

Force and effect

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

ENACTED by Council this day of , 2012

Mayor

City Clerk



EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 6311 Cambie Street**

After the public hearing on June 16, 2011, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for 6311 Cambie Street. The Director of Planning advises that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 27, 2012

6311 Cambie Street
(6309 - 6337 Cambie 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 marginally numbered Z-634 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (527).

2.2 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 CD-1 (527) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses in conjunction with any use listed in this section 2.2, except that 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;
- (b) Cultural and Recreational Uses, limited to Fitness Centre;
- (c) Office Uses;
- (d) Retail Uses;
- (e) Service Uses, limited to Animal Clinic, Barbershop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laboratory, Laundromat or Drycleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class B, Restaurant - Class 1, School - Arts or Self Improvement, School - Business, School - Vocational or Trade; and
- (f) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Density

3.1 Computation of floor area must assume that the site consists of 1 691 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 The floor area for all uses combined must not exceed 2.90.

3.3 Computation of floor space ratio must include:

- (a) all floors, including earthen floor, measured to the extreme outer limits of the building; and
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas, and included in the measurements for each floor at which they are located.

3.4 Computation of floor space ratio must exclude:

- (a) open residential balconies, sun decks, porches and any other appurtenances, which in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the residential floor area being provided;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) the floors or portions of floors used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, which are:
 - (i) at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length, or
 - (ii) in the case of off-street parking, above the base surface in an accessory building in the rear yard, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) areas of undeveloped floors located:
 - (i) above the highest storey or half-storey, and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling

unit, there is to be no exclusion for any of the residential storage space above base surface for that unit;

- (f) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (g) amenity areas including recreation facilities and meeting rooms, except that the total area excluded must not exceed 10% of the total floor space ratio;
- (h) where a Building Envelope Professional, as defined in the Building By-law, has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause is not to apply to walls in existence before March 14, 2000; and
- (i) with respect to exterior:
 - (i) wood frame construction walls greater than 152 mm thick that accommodate RSI 3.85 (R-22) insulation, or
 - (ii) walls other than wood frame construction greater than 152 mm thick that meet the standard RSI 2.67 (R-15),

the area of such walls that exceeds 152 mm to a maximum exclusion of 51 mm of thickness for wood frame construction walls, and 127 mm of thickness for other walls, except that this clause is not to apply to walls in existence before January 20, 2009. A registered professional must verify that any wall referred to in subsection (ii) of this section meets the standards set out therein.

3.5 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) enclosed residential balconies, if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions, must not exceed 8% of the residential floor area being provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50%.

3.6 The use of floor space excluded under section 3.4 or 3.5, must not include any purpose other than that which justified the exclusion.

Building height

4. The building height, measured above base surface, must not exceed 21.4 m.

Horizontal angle of daylight

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

5.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

5.3 Measurement of the plane or planes referred to in section 5.2, must be horizontally from the centre of the bottom of each window.

5.4 If:

- (a) the Director of Planning or Development Permit Board, first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m;

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

5.5 An obstruction referred to in section 5.2 means:

- (a) any part of the same building, including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (527).

5.6 A habitable room referred to in section 5.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Parking, loading, and bicycle spaces

6. Any development or use of the site requires the provision and maintenance of off-street parking spaces, loading spaces, and bicycle spaces, in accordance with the Parking By-law, except that:

- (a) the minimum required parking spaces for commercial uses, must be reduced by 20%; and

- (b) the minimum required parking spaces for dwelling uses, must be reduced by 10%.

Acoustics

7. All development permit applications require evidence in the form of a report and recommendations, prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below, do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

Severability

8. 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.

Force and effect

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

ENACTED by Council this day of , 2012

Mayor

City Clerk

Schedule A



The properties outlined in black () are rezoned:

From **RT-1** to **CD-1**

Z-634 (b)

RZ - 6311 Cambie Street

map: 1 of 1

scale: NTS



City of Vancouver

date: May 2011

EXPLANATION

**Subdivision By-law No. 5208 amending By-law
Re: 3640, 3650, 3660, 3688, 3706,
3734 and 3750 West King Edward Avenue**

On February 14, 2012, Council approved an application to re-classify the captioned properties from Category C to Category A of Table 1, of Schedule A to the Subdivision By-law. The attached By-law implements Council's resolution.

Director of Legal Services
March 27, 2012



3640, 3650, 3660, 3688, 3706,
3734 and 3750 West King Edward Avenue

BY-LAW NO.

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

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

1. Council amends Table 1, of Schedule A to the Subdivision By-law, in accordance with the plan labeled Schedule A and attached to and forming part of this By-law, by reclassifying the properties shown in black outline on that plan, from Category C to Category A in accordance with the explanatory legends, notations, and references incorporated thereon.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2012

Mayor

City Clerk

Schedule A

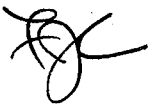
By-law No. _____ being a By-law to amend By-law No. 5208																				
being the Subdivision By-law																				
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HIGHBURY ST			30	29	28									DUNBAR ST						
W KING EDWARD AV																				
16	17					1	2	3	4	C	B	A	E	D AMD.	C AMD.	2	A	B	A	1
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EXPLANATION

**Subdivision By-law No. 5208 amending By-law
Re: 2885 West 34th Avenue**

On December 15, 2011, Council approved an application to re-classify the captioned property from Category D to Category A of Table 1, of Schedule A to the Subdivision By-law. The attached By-law implements Council's resolution.

Director of Legal Services
March 27, 2012



2885 West 34th Avenue

BY-LAW NO.

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

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

1. Council amends Table 1, of Schedule A to the Subdivision By-law, in accordance with the plan labeled Schedule A and attached to and forming part of this By-law, by reclassifying the property shown in black outline on that plan, from Category D to Category A in accordance with the explanatory legends, notations, and references incorporated thereon.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2012

Mayor

City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208 being the Subdivision By-law																											
46 45 <small>AMD. 44</small> <small>AMD. 42</small> 41 40 39 38 37										MACKENZIE ST	90 89 88 87 <small>86 AMD.</small> <small>84 AMD.</small> 83 82 81 <small>80 AMD.</small> <small>78 AMD.</small> 77 76																
63 64 65 66 67 68 69 70 71 72										MACKENZIE ST	91 92 93 94 95 96 97 98 99 100 101 102 103 104 105																
W 33RD AV																											
9 10 11 12 13 14 15 A										MACKENZIE ST	VR 2292 A B A B A B 5 6 <small>W1/2</small> <small>E1/2</small>																
28 27 26 25 24 23 22 21 20 19										MACKENZIE ST	<div style="border: 2px solid black; display: inline-block; padding: 2px;">14</div> 13 12 11 10 9 8 7 6 5 4 3 2 1																
W 34TH AV																											
9 10 11 12 13 14 15 16 17 18										MACKENZIE ST	1 2 3 4 5 6 7 8 9 A B 12 13 14 <small>SUB.</small> <small>OF</small> <small>LOTS</small> <small>31</small> <small>TO</small> <small>44</small>																
28 27 26 25 24 23 22 21 20 19										MACKENZIE ST	28 <small>AMD.</small> 26 <small>AMD.</small> 25 24 23 22 21 20 19 18 17 16 15																
W 35TH AV																											
9 10 11 12 13 14 15 16 17 18										MACKENZIE ST	91 92 93 94 95 96 97 98 99 100 101 102 103 104 105																
<p>The property outlined in black () is reclassified from Category D to Category A on the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law</p>																											
2885 W 34th Avenue																				map: 1 of 1							
City of Vancouver																				scale: NTS							

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 2730 East 41st Avenue and 5711 Rhodes Street**

After the public hearing on September 19, 2011, Council passed a resolution which included a provision that arrangements be made, to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to enter into a Housing Agreement for 2730 East 41st Avenue and 5711 Rhodes Street, prior to enactment of the CD-1 By-law. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of the same as a by-law as contemplated by section 565.2 of the *Vancouver Charter*. Enactment of the attached By-law will complete the process to implement the provision in Council's resolution regarding a Housing Agreement.

Director of Legal Services
March 27, 2012



2730 East 41st Avenue and 5711 Rhodes Street

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 2730 East 41st Avenue and 5711 Rhodes Street**

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

1. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands described as:

2730 East 41st Avenue and
5711 Rhodes Street

Lot D Block 2 District Lot 50 Group 1 New
Westminster District Plan BCP _____

in substantially the form and substance of the STIR Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 9 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

No PID

Lot D Block 2 District Lot 50 Group 1 New Westminster District
Plan BCP _____

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE (page and
paragraph)

PERSON ENTITLED TO
INTEREST

Section 219 Covenant

Entire Instrument,
Pages 1 - 10

Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- | | |
|---------------------------------|--|
| (a) Filed Standard Charge Terms | <input type="checkbox"/> D.F. No. |
| (b) Express Charge Terms | <input checked="" type="checkbox"/> Annexed as Part 2 |
| (c) Release | <input type="checkbox"/> There is no Part 2 of this instrument |

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S)/CHARGEHOLDER(S):*

WEST FRASER COLLINGWOOD DEVELOPMENT LTD. (Inc. no.: BC0878454)

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))*

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

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges 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.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> Solicitor/Notary	12			WEST FRASER COLLINGWOOD DEVELOPMENT LTD., by its authorized signatory(ies):
		<hr/> Print Name:		
<hr/> Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	12			CITY OF VANCOUVER by its authorized signatory:
		<hr/> Frances J. Connell/Yvonne A. Liljefors		

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

TERMS OF AGREEMENT - PART 2
STIR Housing Agreement
2730 East 41st Avenue/5711 Rhodes Street

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference March 30, 2012, shall be read as follows:

- (i) the Transferor, West Fraser Collingwood Development Ltd., is called the "Owner", as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" when referring to corporate entity, and "Vancouver" when referring to geographic location;

B. The Owner is the registered owner of the Lands;

C. The Owner has applied to rezone the Lands from C-1 (Commercial) to CD-1 (Comprehensive Development) District (when and as enacted, the "Rezoning"), to permit the development of a four-storey mixed-use building consisting of commercial/retail on the ground floor and 40 residential units of floors two through four, with six commercial and 29 residential parking spaces and one shared loading bay, and wishes to qualify, pursuant to the City's "Short Term Incentives for Rental" program, for a waiver of the development cost levies that would otherwise be payable by the Owner in respect of the Designated Units;

D. Following a public hearing on September 19, 2011, the Owner's said rezoning application was conditionally approved by City Council, subject, *inter alia*, to the Owner making arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to secure all Designated Units as for profit affordable rental housing units pursuant to the Short Term Incentives for Rental (STIR) Program for 60 years or the life of the Building, whichever is greater, subject to a no separate-sales covenant and a non-stratification covenant through a STIR housing agreement, and subject to such rentals being made available as rental housing units;

E. In order to qualify for the STIR Program, the Owner must:

- (i) satisfy the City Manager that the Designated Units qualify as For-Profit Affordable Rental Housing;
- (ii) register against title to the Lands, a legal instrument satisfactory to the Director of Legal Services as to form, substance and priority of registration, restricting the tenure of the Designated Units to rental only for the life of the Building or 60 years, whichever is longer, or such other term as the City and the Owner may agree; and
- (iii) comply with all other City-imposed conditions applicable; and

F. The City Manager has concluded that the Designated Units qualify, or will qualify when the Building is completed, as For-Profit Affordable Rental Housing and the Owner is entering into this Agreement to satisfy the other pre-conditions to eligibility for a waiver of the subject development cost levies otherwise applicable.

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 3.1(b) of the Area Specific 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 Building:

1. **Definitions.** In this Agreement the following terms have the definitions now given:
 - (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals;
 - (b) **"Area Specific DCL By-law"** means the City's Area Specific Development Cost Levy By-law No. 9418 as amended by By-law No. 9900, as in force and effect as of the reference date of this Agreement;
 - (c) **"Building Permit"** means any building permit issued by the City authorizing the building of the Building as contemplated by the Rezoning and the Development Permit;
 - (d) **"Building"** means the four-storey mixed-use building to be constructed on the Lands as contemplated by the Rezoning, the Development Permit and the Building Permit, and includes any other building or structure used, occupied or constructed on the Lands at any time following the date this Agreement is executed by the Owner and the City, and any and all portions 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, construction on the Lands;
 - (e) **"City Manager"** means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
 - (f) **"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;
 - (g) **"Designated Units"** means all Residential Units contained within the Building, together with all related parking and common service and amenity areas and systems, subject to final approval by the City as to form and contents, and **"Designated Unit"** means any one of them;

- (h) **"Development Permit"** means any development permit issued by the City authorizing the development on the Lands as contemplated by the Rezoning;
- (i) **"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;
- (j) **"For-Profit Affordable Rental Housing"** means three or more new dwelling units in the same building or project, determined by the City Manager under Section 3.1 of the Area Specific DCL By-law to be affordable, but does not include alterations of or extensions to such units, where "determined by the City Manager" means which the City Manager, after considering the finishing, size, location and other design consideration and proposed rents, considers to be affordable;
- (k) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c.250, and amendments thereto and re-enactments thereof;
- (l) **"Lands"** means the parcel described in Item 2 in the Form C attached hereto;
- (m) **"Managing Director of Social Development"** means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (n) **"Owner"** means the registered owner of the Lands, being West Fraser Collingwood Development Ltd. as of the reference date hereof, and includes any and all of the its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (o) **"Replacement Designated Unit"** is defined in Section 2(b);
- (p) **"Residential Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (q) **"Rezoning"** is defined in Recital C;
- (r) **"Term"** means the term of this Agreement, which will commence on the date when this Agreement has been executed by all parties to it, and will end on:
 - (i) the 60 year anniversary of that commencement date; or
 - (ii) the date as of which the Building is demolished or substantially destroyed, whichever occurs later; and
- (s) **"Vancouver Charter"** means the *Vancouver Charter* S.B.C. 1953, c.55, as amended or replaced from time to time.

2. **Use of Lands and Building.** The Owner covenants and agrees with the City that, during the Term:

- (a) the Lands and the Building shall not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Designated Units shall be used only for the purpose of providing For-Profit Affordable Rental Housing, and if the Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished portion of the Building) shall also contain not less than the same number and type of replacement Designated Units as the Building formerly contained, which replacement Designated Units shall also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Designated Unit hereinafter referred to as a **"Replacement Designated Unit"**), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (c) it will not rent or sublet, nor will it allow to be rented or sublet, any of the Designated Units for a term of less than one month;
- (d) it will not suffer, cause or permit, beneficial or registered title to any of the Designated Units (or any Replacement Designated Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Designated Units (or each Replacement Designated Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and subject to Section 17;
- (e) it will not suffer, cause or permit the Building (or any replacement building(s) on the Lands) or any part thereof, to be subdivided by strata plan; and
- (f) that any sale of any Designated Unit (or any Replacement Designated Unit, as applicable), in contravention of the covenant in Section 2(d), and any subdivision of the Building (or any replacement building(s) on the Lands) or any part thereof, in contravention of the covenant in Section 2(e), 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.

3. **Construction of Designated Units.** The Owner shall construct, fit and finish the Designated Units in accordance with the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City.

4. **Record Keeping.** The Owner shall keep accurate records pertaining to the use and rental of the Designated Units (and any Replacement Designated Unit, as applicable) as For-Profit Affordable Rental Housing, such records to be to the satisfaction of the City Manager. At the request of the City Manager, from time to time, the Owner shall make these 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.

5. **Repair, Maintain and Insure.** The Owner shall keep and maintain the Building (or any replacement building(s) on the Lands) and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and shall insure it to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands. If the Building or any part thereof is damaged, the Owner shall promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

Prior to the issuance of an occupancy permit for the Building or any part thereof, the Owner shall provide the City with such proof of the insurance required to be taken out pursuant to this Section 5, in form and substance satisfactory to the City. Thereafter and throughout the Term, forthwith upon request by the City, the Owner shall provide the City with similar proof of insurance.

6. **Substantial or Complete Destruction.** In the event of the substantial or complete destruction or demolition of the Building prior to the 60 year anniversary of the date when this Agreement has been executed by all parties to it, the Owner shall promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) shall be subject to the same use restrictions as the Building pursuant to this Agreement for the duration of the Term.

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

8. **Release and Indemnity.** The Owner hereby releases, and agrees to indemnify and save harmless, the City and all City Personnel for and from any cost, claim, demand, complaint, judgment or order for any injury, loss, damage or expense suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/all City Personnel, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.

9. **Notices.** All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as 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 (3rd) 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 copies to the Managing Director of Social Development and to the Director of
Legal Services

If to the Owner, addressed to:

West Fraser Collingwood Development Ltd.
13070 - 115th Avenue
Surrey, BC V3R 2T9

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 State of Title Certificate for that particular parcel of land.

10. **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to Sections 2(d), 2(e), 2(f) and 17.

11. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

12. **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.

13. **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* as amended from time to time 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 Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

14. **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.

15. **Perfection of Intention.** The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

16. **Further Assurances.** Each party shall 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.

17. **Sale of Lands or Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the 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(d), (e) and (f), the Owner shall 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 shall agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 17 shall 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).

IN WITNESS WHEREOF the parties have executed this Agreement on the Forms C or D which are a part hereof.

END OF DOCUMENT

EXPLANATION**Animal Control By-law amending By-law
Re: On-line dog licensing**

The attached By-law will implement Council's resolution of March 27, 2012 to amend the Animal Control By-law to facilitate on-line dog license applications and renewals.

Director of Legal Services
March 27, 2012

BY-LAW NO. _____

**A By-law to amend Animal Control By-law No. 9150
regarding on-line dog license applications and housekeeping matters**

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 Animal Control By-law.

2. Council repeals section 3.2 and substitutes:

“3.2 A person who keeps a dog must apply for an annual license, when the person acquires the dog, on the form and in the manner specified by the Chief License Inspector, and must renew the license annually on or before the expiry of the one year anniversary of issuance of the previous license.”

3. Council repeals section 3.3 and substitutes:

“3.3 A person who applies for a license to keep a dog must pay to the City the annual fee specified in Part 1 of Schedule A of this By-law, except that if the applicant does not pay the annual fee within 30 days after the due date, the applicant must pay an additional \$10.00.”

4. Council:

(a) repeals Schedule A;

(b) re-names the existing Schedule B as Schedule A;

(c) re-names the existing Schedule C as Schedule B; and

(d) in renamed Schedule A, in **Part 1 - License Fees**, strikes out:

“Unaltered male or female dog	\$71.00
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Altered male or female dog	\$38.00”
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and substitutes:

“Dog	\$38.00”
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5. 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.

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

ENACTED by Council this day of , 2012

Mayor

City Clerk