

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 1575-1577 West Georgia Street
and 620 Cardero Street**

After the public hearing on February 23, 2016, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 20, 2016

EXPLANATION**A By-law to amend the Sign By-law
Re: 1575-1577 West Georgia Street
and 620 Cardero Street**

After the public hearing on February 23, 2016, Council resolved on Tuesday, March 8, 2016, to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 20, 2016

EXPLANATION**A By-law to amend the Parking By-law
Re: 3090 East 54th Avenue**

After the public hearing on July 13, 2015, Council resolved to add 3090 East 54th Avenue to Schedule C of the Parking By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 20, 2016

EXPLANATION**A By-law to amend the Noise By-law
Re: 468 West 33rd Avenue, and
4956 and 4958 Cambie Street**

After the public hearing on May 26, 2015, Council resolved to amend the Noise By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 20, 2016

468 West 33rd Avenue, and
4956 and 4958 Cambie Street

ABF

BY-LAW NO. _____

**A By-law to amend
Noise Control By-law No. 6555**

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:
"CD-1 (635) By-law No. 11581 468 West 33rd Avenue, and
4956 and 4958 Cambie Street"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION

**A By-law to amend the Sign By-law
Re: 468 West 33rd Avenue, and
4956 and 4958 Cambie Street**

After the public hearing on May 26, 2015, Council resolved to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 20, 2016

468 West 33rd Avenue, and
4956 and 4958 Cambie Street

ABF

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. Amend Schedule E (Comprehensive Development Areas) by adding the following:

“468 West 33rd Avenue,
and 4956 and 4958 Cambie Street CD-1 (635) By-law No. 11581 B (C-1)”

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

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

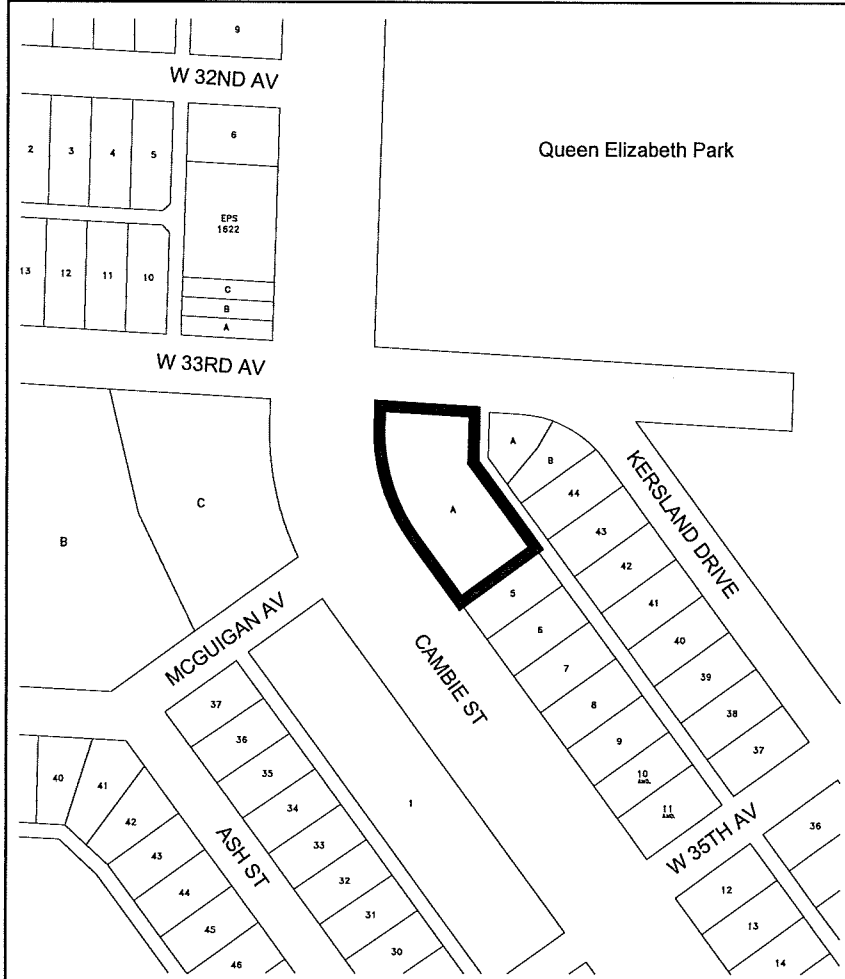
EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 468 West 33rd Avenue and
4956 and 4958 Cambie Street**

Enactment of the attached By-law will delete 468 West 33rd Avenue and 4956 and 4958 Cambie Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of May 26, 2015 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
September 20, 2016

Schedule A

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



The property outlined in black (**█**) is deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

468 West 33rd Avenue, 4956 and 4958 Cambie Street

map: 1 of 1
scale: NTS



City of Vancouver

date: 2016-08-04

EXPLANATION**A By-law to amend the Parking By-law
Re: 6729-6769 Cambie Street**

After the public hearing on November 24, 2015, Council resolved to add 6729-6769 Cambie Street to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 20, 2016

CD-1 (636) parking requirements
6729-6769 Cambie Street

ABF

BY-LAW NO.

**A By-law to amend Parking By-law No. 6059
with regard to CD-1 Districts Parking requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, Council adds:

“

Address	By-law No.	CD-1 No.	Parking requirements
6729-6769 Cambie Street	By-law No. 11582	CD-1 (636)	Parking, loading and bicycle spaces in accordance with the by-law requirements on July 26, 2016, except that the minimum required parking for dwelling units is to be reduced by 10% due to close proximity to a rapid transit station.

”

3. 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.

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 6729-6769 Cambie Street**

Enactment of the attached By-law will delete 6729-6769 Cambie Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of November 24, 2015 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
September 20, 2016

6729-6769 Cambie Street

BY-LAW NO. ^{ABF}

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

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

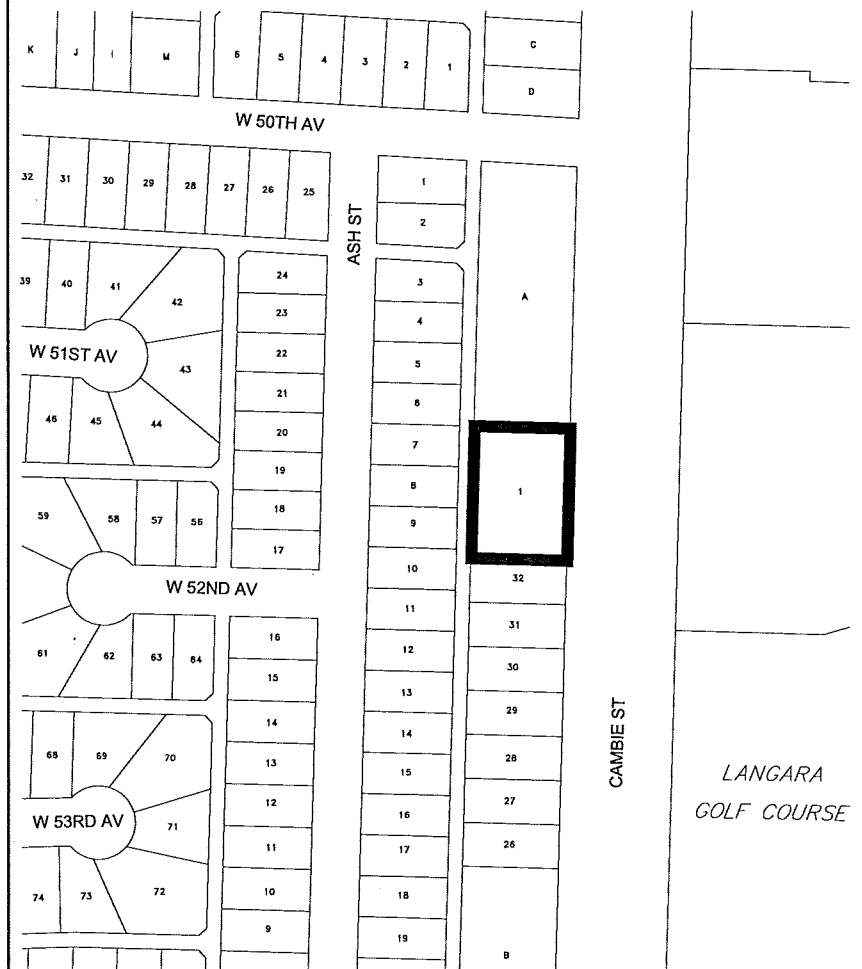
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lot 1, Block 896, DL 526, Plan EPP63112; PID 029-891-086 from the RS-1/RS-3/RS-3A/RS-5 /RS-6 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

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



The property outlined in black (**1**) is deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

6729-6769 Cambie Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2016-08-04

EXPLANATION**A By-law to amend
Zoning and Development By-law No. 3575
Regarding setbacks in East Fraser Lands**

After the public hearing on June 21, 2016, and discussion and decision at the Regular Council meeting on June 28, 2016, Council approved amendments to the Zoning and Development By-law No. 3575 regarding setbacks in East Fraser Lands. 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
September 20, 2016

EXPLANATION**A By-law to amend By-law No. 9733
Re: East Fraser Lands Non-High Street**

After the public hearing on June 21, 2016, and discussion and decision at the Regular Council meeting on June 28, 2016, Council approved amendments to the East Fraser Lands Non-High Street By-law No. 9733 regarding affordable housing. 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
September 20, 2016

East Fraser Lands
Non-High Street By-law
Amending by-law

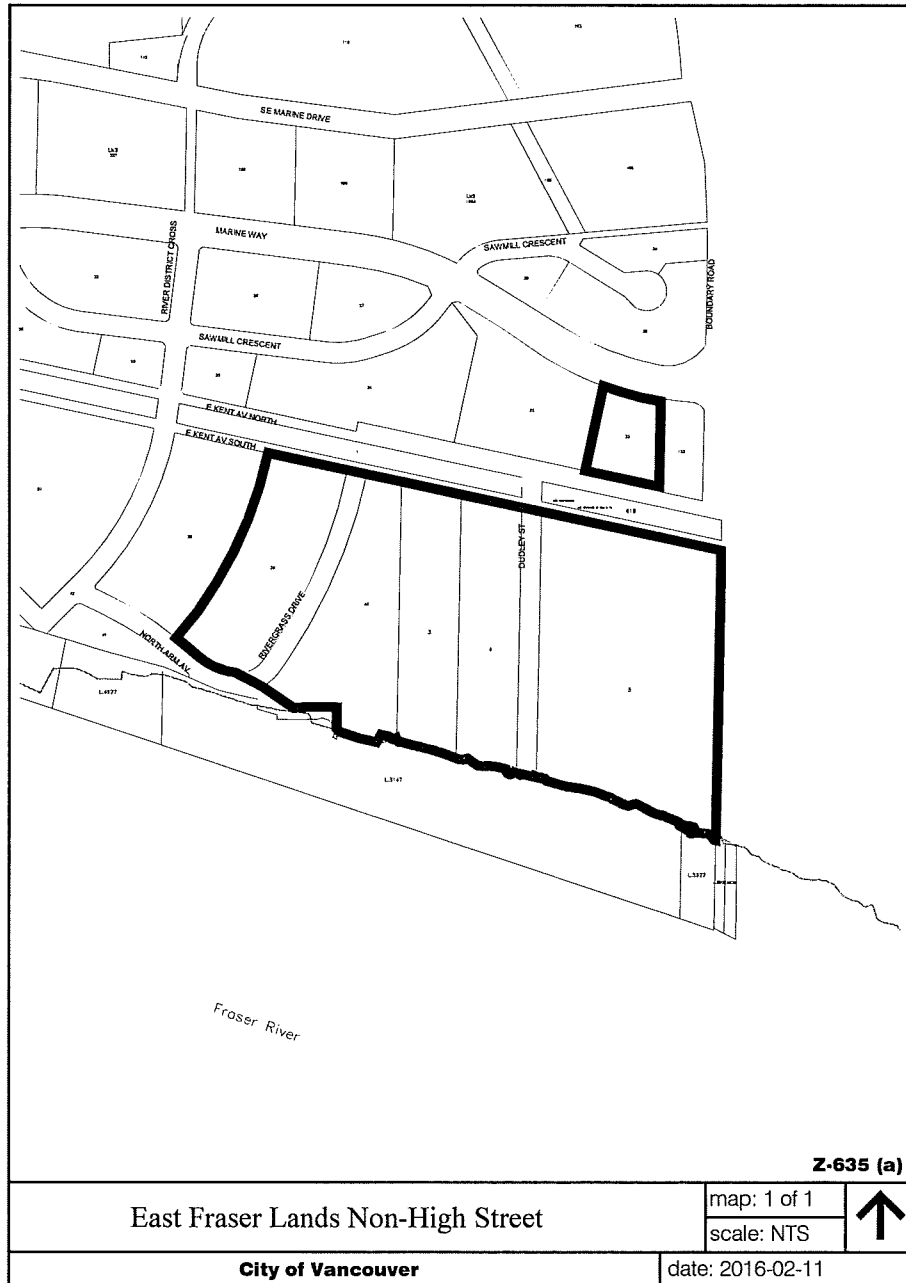
ABF

BY-LAW NO. _____

**A By-law to amend East Fraser Lands Non-High Street
By-law No. 9733**

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. 9733.
2. Council strikes out the map attached as Schedule A and substitutes the map attached hereto as Schedule A.



3. In 3 Density, Council strikes out “396 200 m²” and substitutes “194 471 m²”.

4. 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.

EXPLANATION**A By-law to amend By-law No. 10194
Re: East Fraser Lands Area 2 North**

After the public hearing on June 21, 2016, and discussion and decision at the Regular Council meeting on June 28, 2016, Council approved amendments to the East Fraser Lands Area 2 North By-law No. 10194 regarding affordable housing and housekeeping. 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
September 20, 2016

East Fraser Lands
Area 2 North
Amending By-law
Re: Affordable housing
and housekeeping

ABF

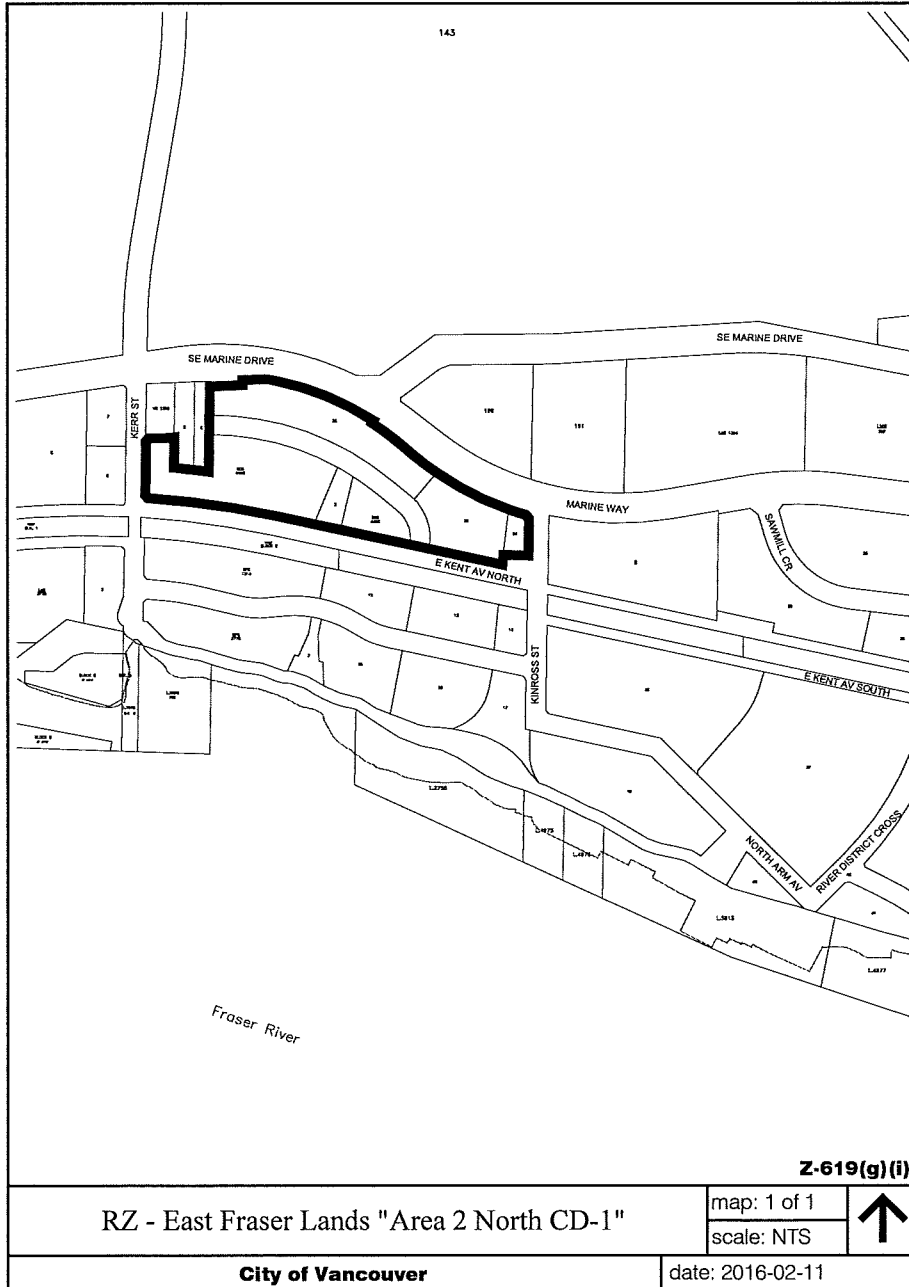
BY-LAW NO. _____

**A By-law to amend East Fraser Lands Area 2 North
By-law No. 10194**

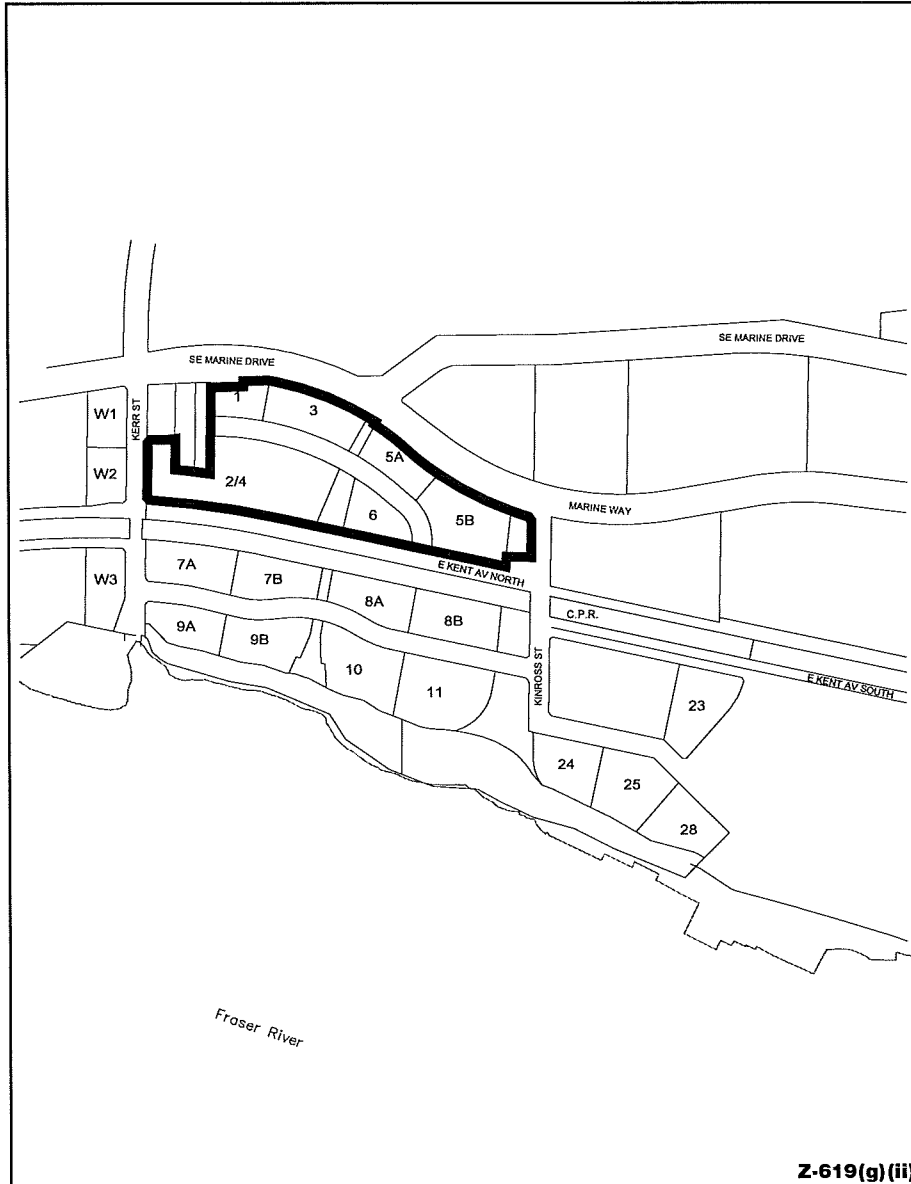
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of By-law No. 10194.
2. Council strikes out the maps attached as Schedule A and substitutes the maps attached hereto as Schedule A.

Schedule A



Schedule A



Z-619(g)(ii)

**RZ - East Fraser Lands "Area 2 North CD-1"
Development Parcels**

map: 1 of 1
scale: NTS



City of Vancouver

date: 2016-02-16

EXPLANATION**A By-law to amend By-law No. 10195
Re: East Fraser Lands Area 2 South**

After the public hearing on June 21, 2016, and discussion and decision at the Regular Council meeting on June 28, 2016, Council approved amendments to the East Fraser Lands Area 2 South By-law No. 10195 regarding affordable housing and housekeeping. 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
September 20, 2016

East Fraser Lands
Area 2 South
Amending By-law
Re: Affordable housing
and housekeeping

ABF

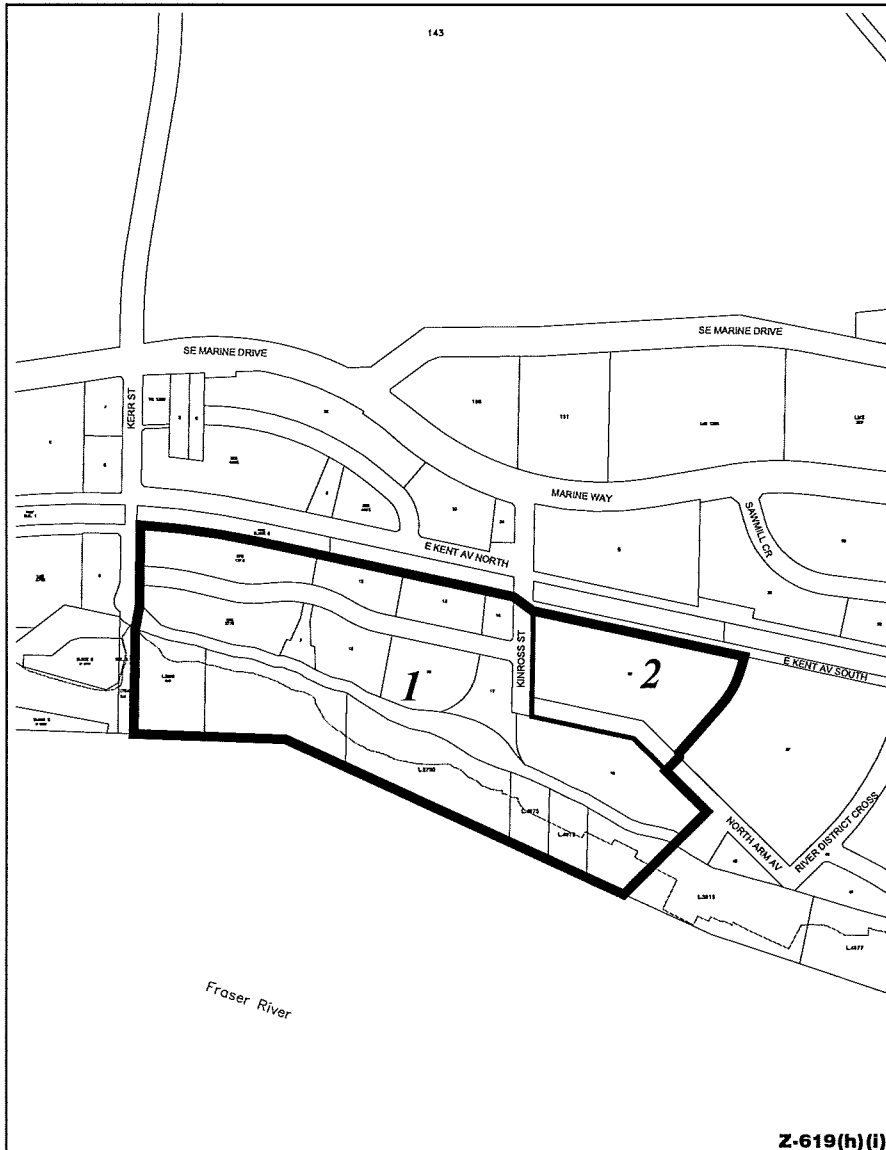
BY-LAW NO. _____

**A By-law to amend East Fraser Lands Area 2 South
By-law No. 10195**

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. 10195.
2. Council strikes out the maps attached as Schedule A and substitutes the maps attached hereto as Schedule A.

Schedule A



Z-619(h)(i)

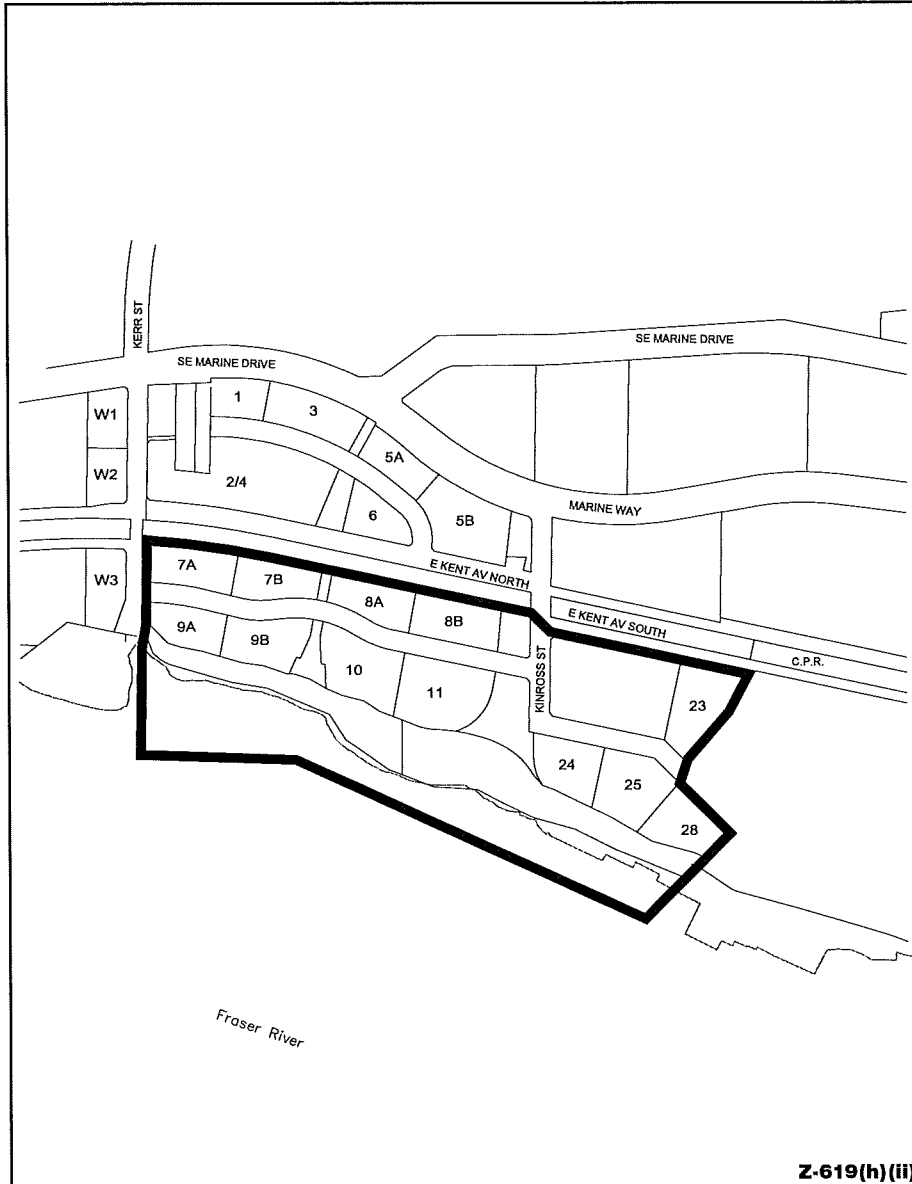
RZ - East Fraser Lands "Area 2 South CD-1" & Sub-Areas

map: 1 of 1
scale: NTS



City of Vancouver

date: 2016-02-04



Z-619(h)(ii)

RZ - East Fraser Lands "Area 2 South CD-1"
Development Parcels

map: 1 of 1
scale: NTS



City of Vancouver

date: 2016-02-16

EXPLANATION

**A By-law to amend By-law No. 10942
Re: East Fraser Lands Park Precinct**

After the public hearing on June 21, 2016, and discussion and decision at the Regular Council meeting on June 28, 2016, Council approved amendments to the East Fraser Lands Park Precinct By-law No. 10942 regarding affordable housing. 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
September 20, 2016

East Fraser Lands Park Precinct
Amending By-law
Re: Affordable housing

ABF

BY-LAW NO. _____

**A By-law to amend East Fraser Lands Park Precinct
By-law No. 10942**

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. 10942.
2. Council strikes out sections 4.2 and 4.3 and substitutes:
“4.2 At least 88 dwelling units must consist of affordable housing dwelling units.”
3. Council re-numbers section 4.4 as 4.3.
4. 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.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION**A By-law to amend East Fraser Lands Town Square Precinct
By-law No. 10941 and repeal
East Fraser Lands High-Street By-law No. 9732**

After the public hearing on June 21, 2016, and discussion and decision at the Regular Council meeting on June 28, 2016, Council approved amendments to the East Fraser Lands Town Square Precinct By-law No. 10941 regarding affordable housing and the repeal of East Fraser Lands High-Street By-law No. 9732. 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
September 20, 2016

East Fraser Lands
Town Square Precinct
Amending By-law
Re: Affordable housing

ABF

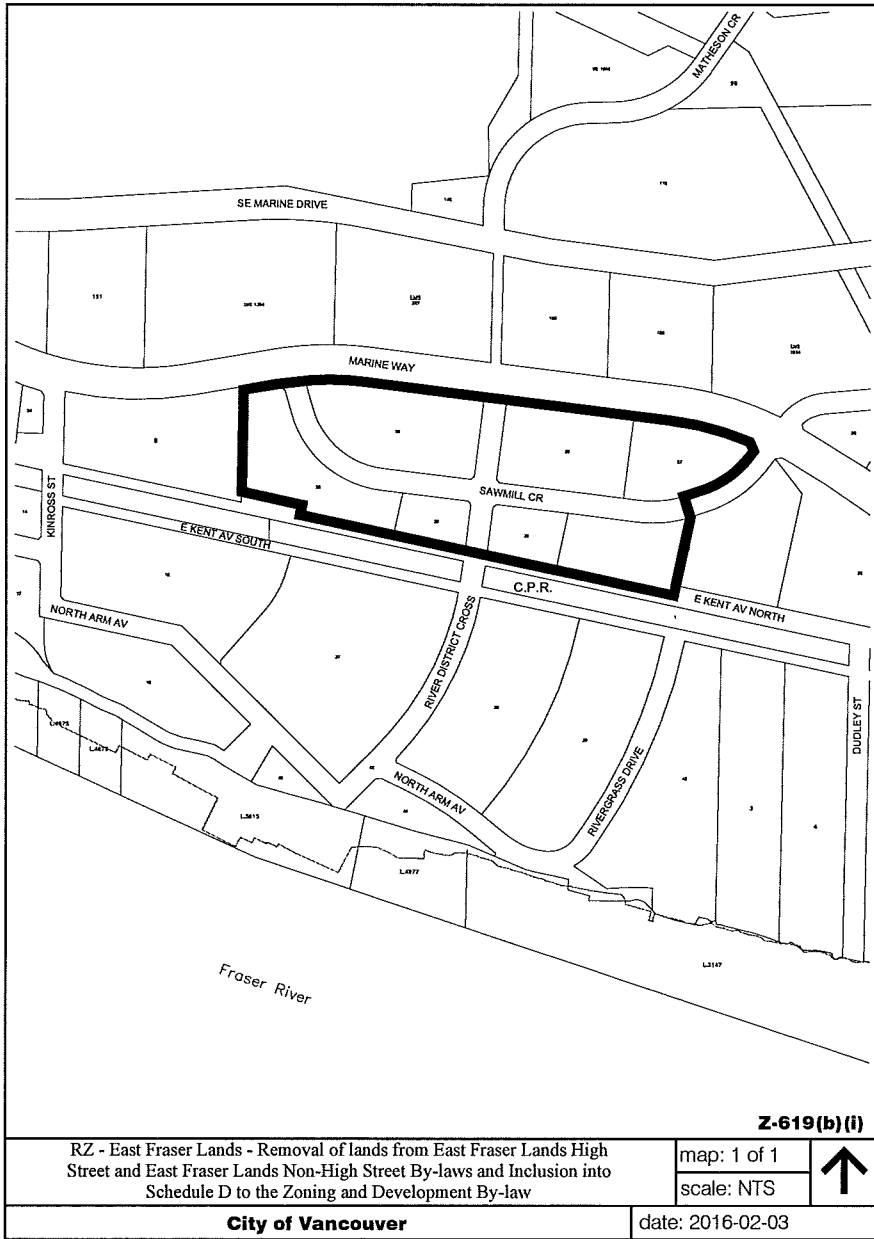
BY-LAW NO. _____

**A By-law to amend East Fraser Lands Town Square Precinct
By-law No. 10941 and repeal East Fraser Lands High-Street By-law No. 9732**

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

1. Council repeals By-law No. 9732.
2. This By-law amends the indicated provisions of By-law No. 10941.
3. Council strikes out the maps attached as Schedule A and substitutes the maps attached hereto as Schedule A.

Schedule A



Z-619(b)(i)

RZ - East Fraser Lands - Removal of lands from East Fraser Lands High Street and East Fraser Lands Non-High Street By-laws and Inclusion into Schedule D to the Zoning and Development By-law

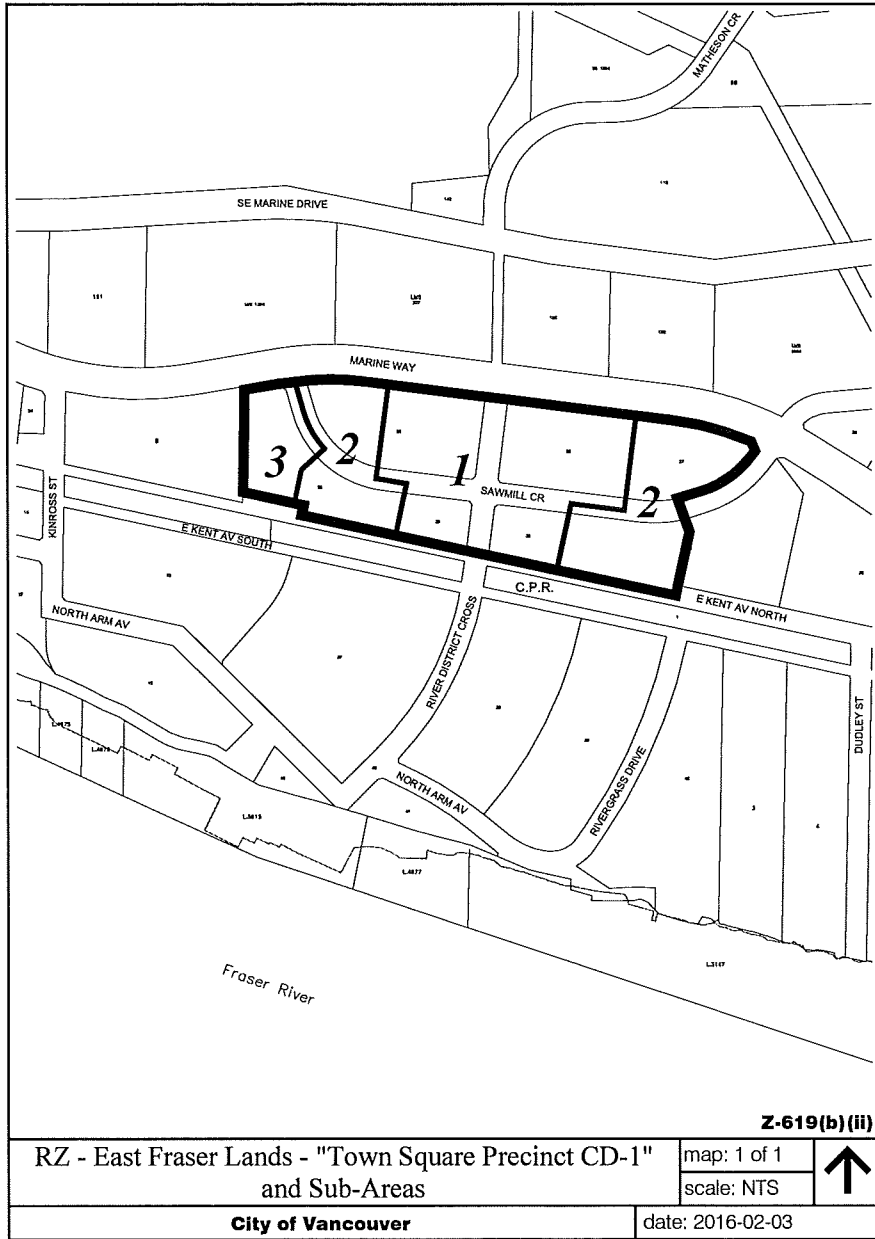
map: 1 of 1
scale: NTS

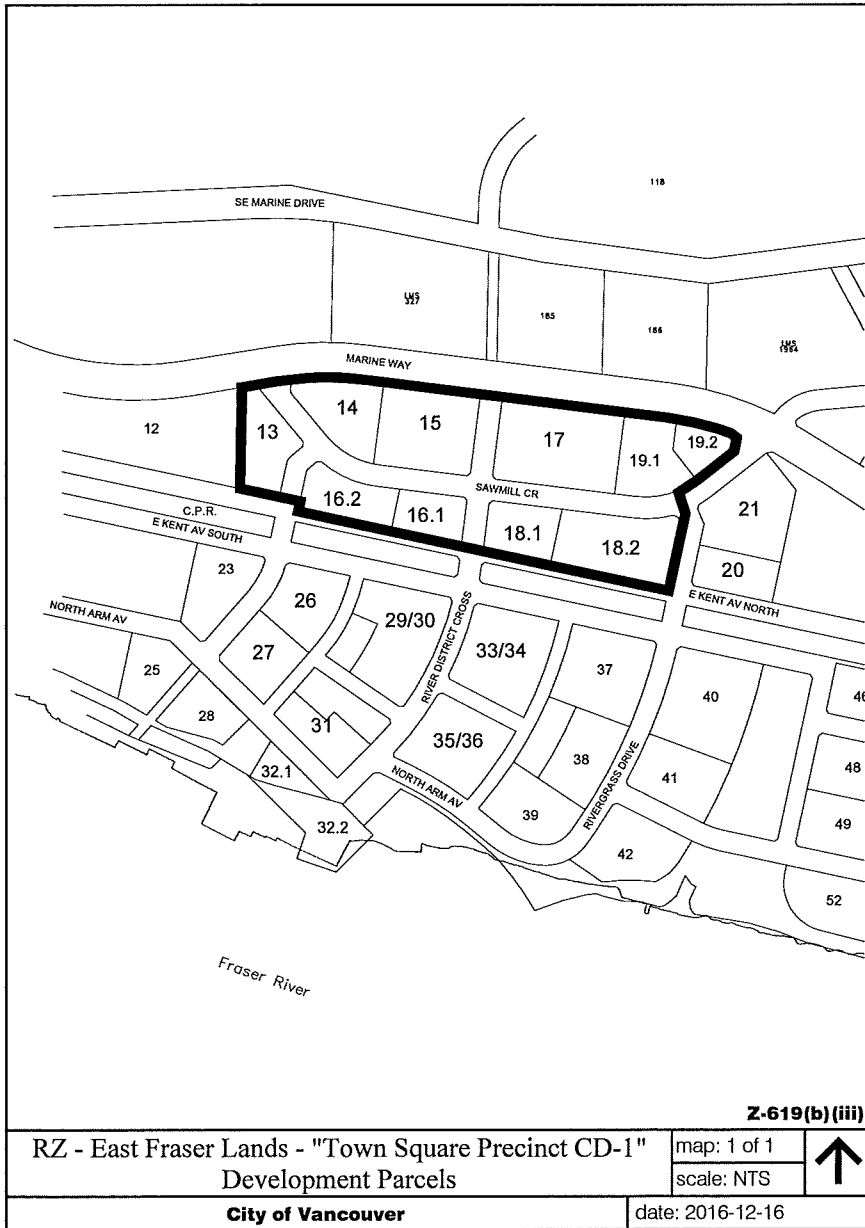


City of Vancouver

date: 2016-02-03

Schedule A





Z-619(b)(iii)

RZ - East Fraser Lands - "Town Square Precinct CD-1"
Development Parcels

map: 1 of 1

scale: NTS



City of Vancouver

date: 2016-12-16

4. In 4. **Conditions of Use**, Council:

(a) strikes out sections 4.2 and 4.3 and substitutes:

“4.2 At least 317 dwelling units, other than live-work units, must consist of affordable housing dwelling units.”; and

(b) re-numbers the subsequent sections in chronological order.

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 its enactment.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION

**A By-law to amend By-law No. 10943
Re: East Fraser Lands Waterfront Precinct**

After the public hearing on June 21, 2016, and discussion and decision at the Regular Council meeting on June 28, 2016, Council approved amendments to the East Fraser Lands Waterfront Precinct By-law No. 10943 regarding affordable housing and housekeeping. 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
September 20, 2016

East Fraser Lands
Waterfront Precinct
Amending By-law
Re: Affordable housing
and housekeeping

ABF

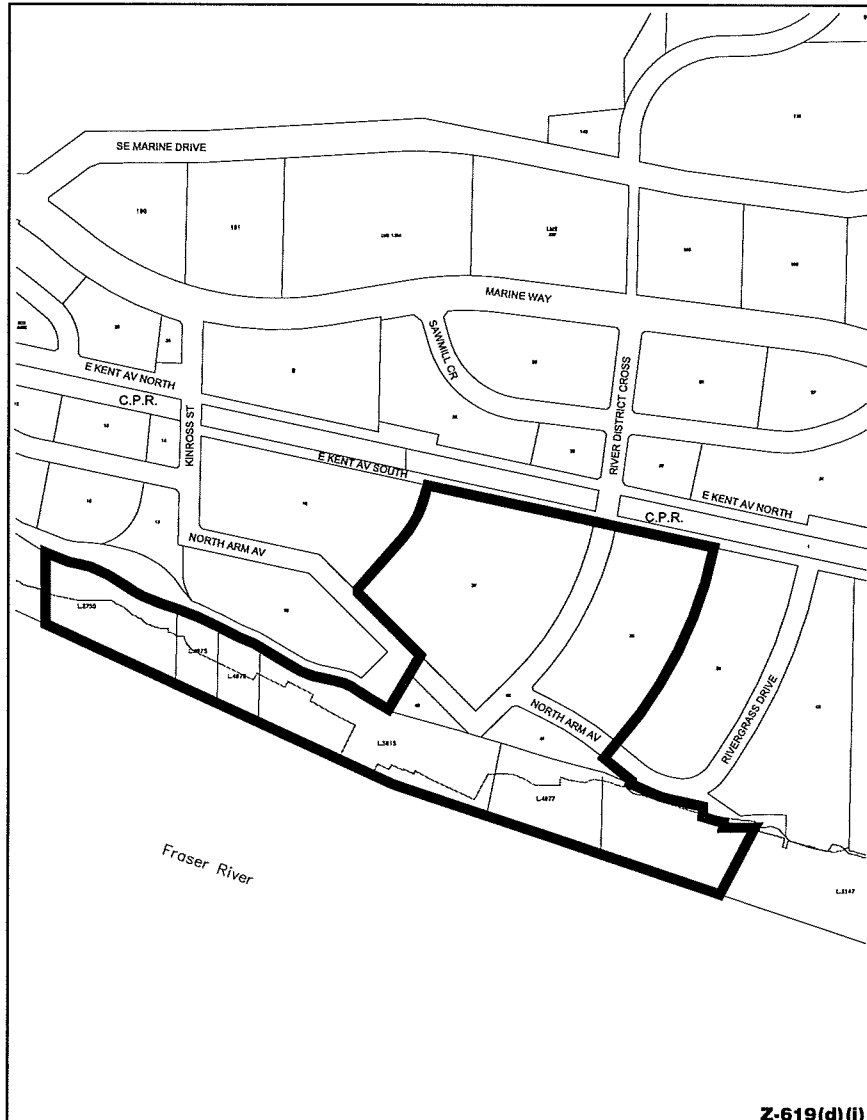
BY-LAW NO. _____

**A By-law to amend East Fraser Lands Waterfront Precinct
By-law No. 10943**


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. 10943.
2. Council strikes out the map attached as Schedule A and numbered Z-619(d)(i) and substitutes the maps attached hereto as Schedule A.

Schedule A

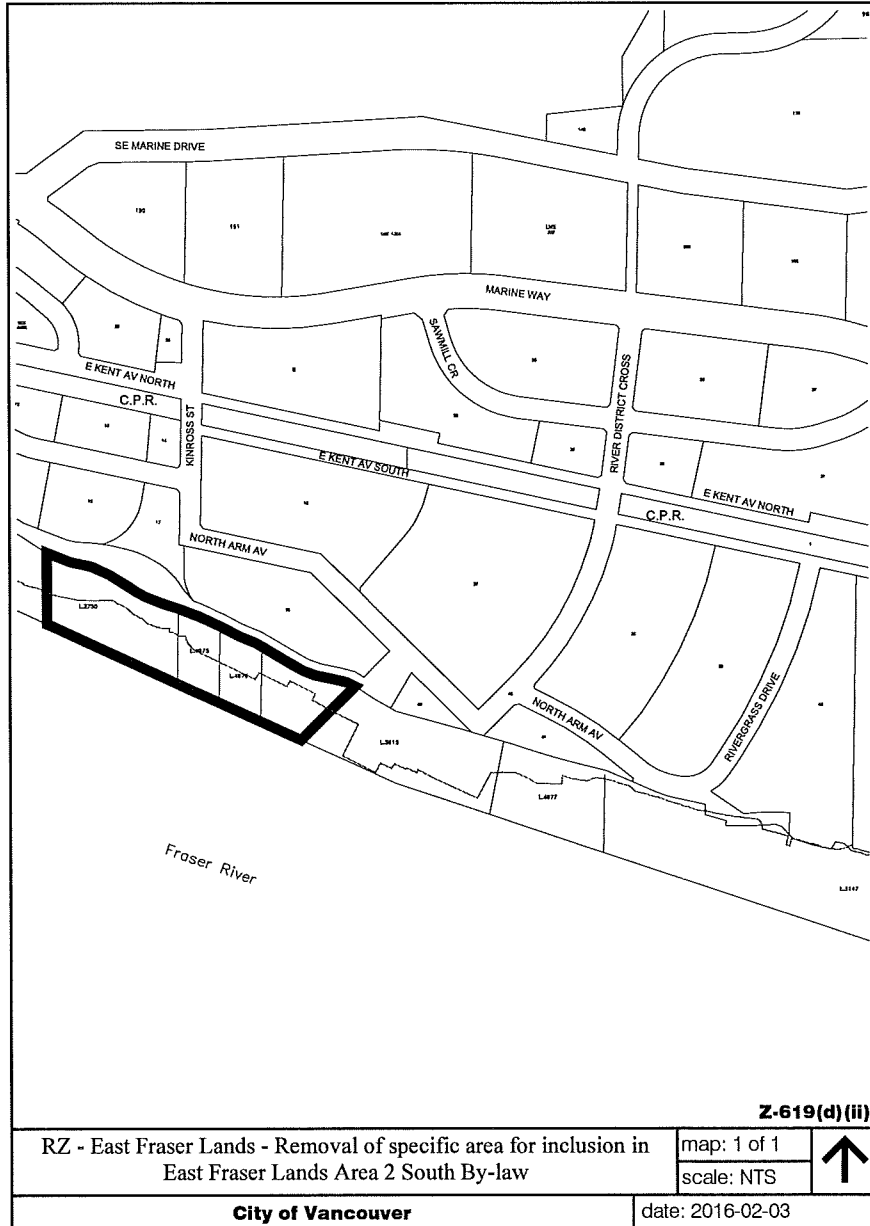


Z-619(d)(i)

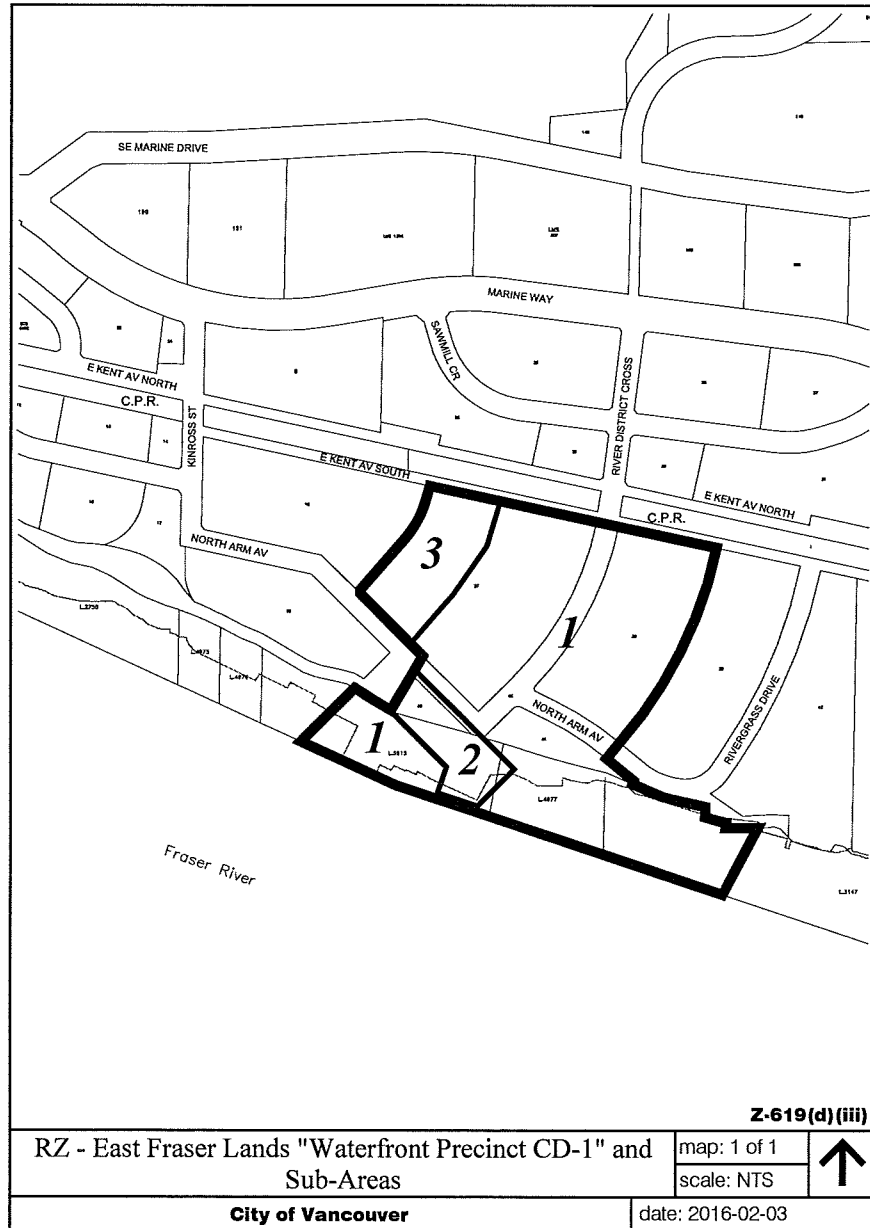
<p>RZ - East Fraser Lands - Removal of lands from East Fraser Lands High Street and East Fraser Lands Non-High Street By-laws and Inclusion into Schedule D to the Zoning and Development By-law</p>	<p>map: 1 of 1</p>	
<p>City of Vancouver</p>	<p>scale: NTS</p>	

date: 2016-02-03

Schedule A



Schedule A



3. In 4. **Conditions of Use, Council:**

(a) strikes out sections 4.2 and 4.3 and substitutes:

“4.2 At least 76 dwelling units, other than live-work units, must consist of affordable housing dwelling units.”; and

(b) re-numbers the subsequent sections in chronological order.

EXPLANATION

2017 Real Property Tax Interest on Arrears

The attached By-law will implement Council's resolution of September 20, 2016 to set the interest rate for delinquent real property taxes for 2017 at 6.7%.

Director of Legal Services
September 20, 2016

BY-LAW NO. _____ **ABF**

**A By-law to provide for the imposition of interest
on delinquent property taxes for 2017**

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

1. The name of this By-law, for citation, is the "2017 Real Property Tax Interest By-law".
2. All real property taxes that are or become delinquent after December 31, 2016, are to bear interest at the rate of 6.7% per annum compounded annually.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION**By-law 11483 amending By-law
regarding deferred remuneration and housekeeping**

The attached housekeeping amendments will clarify the calculation of deferred remuneration, which is for full terms of office served, prorated for portions of years of office in an election year and based on the actual salary received in each year of office. The amendments also define salary and clarify that the amount of deferred remuneration received for each full term of office must not exceed an amount equivalent to four weeks salary.

Director of Legal Services
September 20, 2016

BY-LAW NO. _____ **ABF**

**A By-law to amend By-law 11483
regarding deferred remuneration and housekeeping**

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

1. This By-law amends the indicated provisions of By-law 11483.
2. In section 1.2, Council adds the following definition:

““salary” means the applicable remuneration as described in sections 3.2 and 3.3 of this by-law;”
3. In section 5.1, after “deferred remuneration”, Council adds “for each full term of office served,”.
4. Council strikes out section 5.2 and substitutes:

“5.2 Deferred remuneration must be:
 - a) equivalent to one week’s salary for each year of office served, based on the salary received during that year of office;
 - b) prorated for portions of years of office that are served during an election year;
 - c) equivalent to no more than four weeks salary for a full term of office; and
 - d) included in the final bi-weekly paycheque.”
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 _____, 2016

Mayor

City Clerk

EXPLANATION

License By-law amending By-law Re: 2017 fee increases

The attached By-law will implement Council's resolution of September 20, 2016 to increase fees for 2017.

Director of Legal Services
September 20, 2016

BY-LAW NO.

ABF

A By-law to amend License By-law No. 4450
regarding 2017 fee increases

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

1. This By-law amends the indicated schedules of the License By-law.
2. Council:
 - (a) repeals Schedule A, and substitutes for it Schedule A attached to this By-law, which new Schedule A is to form part of the License By-law; and
 - (b) approves the fees set out in the new Schedule A.
3. Council:
 - (a) repeals Schedule B, and substitutes for it Schedule B attached to this By-law, which new Schedule B is to form part of the License By-law; and
 - (b) approves the fees set out in the new Schedule B.
4. 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.
5. This By-law is to come into force and take effect on January 1, 2017.

ENACTED by Council this day of , 2016

Mayor

City Clerk

Year 2017 Business License Fees

SCHEDULE A

BUSINESS LICENSE FEES

	Licence Fee	Licence Term
ADULT ENTERTAINMENT STORE	347.00	per annum
AMUSEMENT PARK	5,126.00	per annum
ANIMAL/VETERINARY HOSPITAL	258.00	per annum
ANTIQUÉ DEALER	139.00	per annum
APARTMENT BUILDING	68.00	per annum per dwelling unit (EXCEPT that a dwelling unit that is actually occupied by the owner of the premises, or a dwelling unit that is leased for 99 years or more and the lessee is eligible for and has received the Provincial Home Owner Grant for the preceding year, shall not be included in the calculation of the fee payable)
ARCADE, EXHIBIT or SHOOTING GALLERY	347.00	per annum
ARTIST LIVE/WORK STUDIO	139.00	per annum
ARTS AND CULTURE INDOOR EVENT		
a) 31 to 60 persons	25.00	per event or series of up to three events in a 30-day period
b) 61 to 150 persons	100.00	per event or series of up to three events in a 30-day period
c) 151 to 250 persons	150.00	per event or series of up to three events in a 30-day period

AUTO DEALER	168.00	per annum
AUTO PAINT/BODY SHOP	139.00	per annum
AUTO PARKING	139.00	per annum
AUTO WASHING	139.00	per annum
BACKYARD PAY PARKING	129.00	per annum for the first 2 spaces, and
	56.00	for each additional space
BANK MACHINE	56.00	per annum
BARBER SHOP OR BEAUTY SALON	255.00	per annum
BEAUTY AND WELLNESS CENTRE	328.00	per annum
BED AND BREAKFAST ACCOMMODATION	47.00	per annum
BILLIARD-ROOM KEEPER	279.00	per annum
BODY-RUB PARLOUR, BODY-PAINTING STUDIO & MODEL STUDIO	10,599.00	per annum
BOOK AGENT	168.00	per annum
BOTTLE DEPOT	168.00	per annum
BOWLING ALLEY	258.00	per annum
C.N.I.B. CONCESSION STAND	1.00	per annum
CANVASSER	139.00	per annum
CARPET/UPHOLSTERY CLEANER	168.00	per annum
CASINO - CLASS 1	270.00	per annum
CASINO - CLASS 2	12,133.00	per annum

CATERER	371.00	per annum
CHIMNEY SWEEP	168.00	per annum
CLUB	10.00	per annum
CLUB MANAGER	139.00	per annum
COIN-OPERATED SERVICES	371.00	per annum
COMMUNITY ASSOCIATION	2.00	per annum
COMPASSION CLUB	1,020.00	per annum
CONTRACTOR	168.00	per annum
COURIER/MESSENGER	139.00	per annum
DAIRY	371.00	per annum
DANCE HALL	279.00	per annum
DANCING ACADEMY	168.00	per annum
DATING SERVICE	168.00	per annum
DRY CLEANER	139.00	per annum
DUPLEX	66.00	per annum for each dwelling unit (EXCEPT that no license is required for a dwelling unit that is actually occupied by the owner of the premises)
DWELLING UNIT that a person rents, intends to rent, or customarily rents to a tenant except for a dwelling unit for which a fee is payable under another part of this Schedule A	66.00	per annum
ELECTRICIAN	139.00	per annum

EXHIBITION

(a)	Circus or Rodeo EXCEPT	158.00	per day
	that where the Circus or	318.00	per week
	Rodeo is to be held or exhibited entirely within a permanent building, the fee shall be	2,986.00	per annum
(b)	Horse Racing	12,133.00	per annum
(c)	Automobile or	158.00	per day
	Motorcycle Racing	318.00	per week
		1,214.00	per annum
(d)	Concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a license, where the capacity of the facility.....		
	(A) does not exceed 500 seats	139.00	per day or
		273.00	per week or
		2,986.00	per annum
	(B) is greater than 500 seats but does not exceed 1000 seats	158.00	per day or
		318.00	per week or
		2,798.00	per annum
	(C) is greater than 1000 seats but does not exceed 2000 seats	187.00	per day or
		371.00	per week or
		3,731.00	per annum
	(D) exceeds 2000 seats	214.00	per day or
		421.00	per week or
		4,296.00	per annum

EXCEPT that where no part of
the proceeds from any event
listed in (c) or (d) enures to
the benefit or private gain of

any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event, the fee shall be	38.00	per day or
	47.00	per week or
	1,866.00	per annum
(e) Boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned	158.00	per day or
	318.00	per week or
	2,798.00	per annum
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 1	15.65	Per annum per seat,
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 2		based on the number
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 3		of seats set out on
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 4		the Provincial liquor
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 5		license for the
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 6		establishment,
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 7		except that despite
		the number of seats,
		the minimum fee will
		be \$139.00 and the
		maximum fee will be
		\$21,199.00
FAMILY SPORTS AND ENTERTAINMENT CENTRE	333.00	per annum
FARMERS' MARKET	10.00	per annum
FINANCIAL INSTITUTION	1,419.00	per annum
FITNESS CENTRE - CLASS 1	139.00	per annum
FITNESS CENTRE - CLASS 2	258.00	per annum
FUND RAISER	168.00	per annum
GASOLINE STATION	208.00	per annum
HAIR STYLIST	139.00	per annum per chair

HAIRDRESSER	139.00	per annum per chair
HEALTH CARE OFFICE	139.00	per annum
HEALTH ENHANCEMENT CENTRE	259.00	per annum
HOMECRAFT	70.00	per annum
HOTEL	70.00	per annum, plus
	66.00	per annum per dwelling unit
HOTEL	49.00	per annum per housekeeping unit
	33.00	per annum per sleeping unit
INTER-MUNICIPAL BUSINESS LICENCE	250.00	per annum
JANITOR SERVICE	168.00	per annum
JUNK DEALER, MOBILE	139.00	per annum
KENNEL	139.00	per annum
LATE NIGHT DANCE EVENT	303.00	per event with patron capacity of less than 350
LATE NIGHT DANCE EVENT	533.00	per event with patron capacity of 350 or more but less than 750
LATE NIGHT DANCE EVENT	912.00	per event with patron capacity of 750 or more but less than 2000
LATE NIGHT DANCE EVENT	1,214.00	per event with patron capacity of 2000 or more
LAUNDRY (with equipment)	258.00	per annum
LIMITED SERVICE FOOD ESTABLISHMENT	503.00	per annum
LIQUOR DELIVERY SERVICE	168.00	per annum

LIQUOR RETAIL STORE	387.00	per annum
LIVERY AND FEED STABLES	258.00	per annum
LOCKSMITH	168.00	per annum
MANUFACTURER	139.00	per annum
MANUFACTURER - FOOD	728.00	per annum
MARINA OPERATOR	278.00	per annum plus
	1,287.00	for each occupied live-aboard boat 21 feet or less in length, at water line, plus
	1,558.00	for each occupied live-aboard boat more than 21 feet but not more than 26 feet in length, at water line, plus
	1,753.00	for each occupied live-aboard boat more than 26 feet but not more than 31 feet in length, at water line, plus
	2,000.00	for each occupied live-aboard boat more than 31 feet but not more than 37 feet in length, at water line, plus
	2,206.00	for each occupied live-aboard boat which is more than 37 feet in length at water line.
MILK VENDOR	258.00	per annum
MOVING TRANSFER SERVICE	139.00	per annum
MULTIPLE CONVERSION DWELLING	66.00	per annum per dwelling unit

	49.00	per annum per housekeeping unit
MULTIPLE CONVERSION DWELLING	33.00	per annum per sleeping unit (EXCEPT that a dwelling unit, sleeping unit or house keeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)
NEWSPAPER VENDING MACHINE	37.00	per annum per machine
NON-PROFIT HOUSING	139.00	per annum
ONE-FAMILY DWELLING which is leased to and occupied by persons other than the building's owner	66.00	per annum
PACIFIC NATIONAL EXHIBITION - Annual Fair	16,991.00	per annum
PAINTER	139.00	per annum
PAWNBROKER	2,155.00	per annum
PEDDLER	139.00	per annum
PEDDLER - FOOD	258.00	per annum
PERSONAL CARE HOME	33.00	per annum per licensed bed
PET STORE	258.00	per annum
PLUMBER	139.00	per annum
PSYCHIC OR ASTROLOGICAL SERVICE	139.00	per annum
PUBLIC MARKET OPERATOR	1,436.00	per annum

PUBLIC MARKET OPERATOR who operates on a temporary basis only	506.00	per day
RENTAL DEALER	139.00	per annum
RESIDENTIAL RENTAL UNIT	66.00	per annum
RESTAURANT - CLASS 1	728.00	per annum
RESTAURANT - CLASS 1 with Liquor Service	728.00 +9.30 per seat	per annum
RESTAURANT - CLASS 2	728.00	per annum
RESTAURANT - CLASS 2 with Liquor Service	728.00 +9.30 per seat	per annum
RETAIL DEALER	139.00	per annum
RETAIL DEALER - FOOD	258.00	per annum
RETAIL DEALER - GROCERY	829.00	per annum
RETAIL DEALER - MARKET: 50,000 sq. ft. premises	4,141.00	per annum
RETAIL DEALER - MEDICAL MARIJUANA- related	30,600.00	per annum
ROOMING HOUSE	33.00	per annum per sleeping unit (EXCEPT that a sleeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)
SCAVENGER	279.00	per annum
SCHOOLS - BUSINESS OR TRADE	258.00	per annum
SCHOOLS - PRIVATE	258.00	per annum
SCRAP METAL RECYCLER	139.00	per annum

SECOND-HAND DEALER -CLASS 1	2,155.00	per annum
SECOND-HAND DEALER -CLASS 2	1,184.00	per annum
SECOND-HAND DEALER-CLASS 3	817.00	per annum
SECOND-HAND DEALER -CLASS 4	309.00	per annum
SECOND-HAND DEALER -CLASS 5	309.00	per annum
SECOND-HAND DEALER -CLASS 6	509.00	per annum
SOCIAL ESCORT	168.00	per annum
SOCIAL ESCORT SERVICE	1,253.00	per annum
SOLICITING FOR CHARITY	10.00	per annum
SPECIALTY WINE STORE	258.00	per annum
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 1	5.75	per annum per seat, based on the number of seats set out on the Provincial liquor license for the establishment, except that despite the number of seats, the minimum fee will be \$139.00 and the maximum fee will be \$2,900.00
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS- 2		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 3		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 4		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 5		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 6		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 7	5.75	per annum per seat, based on the number of seats set out on the Provincial liquor license for the establishment, except that despite the number of seats, the minimum fee will be \$139.00 and the maximum fee will be \$493.00
STEAM BATH/MASSAGE PARLOUR	279.00	per annum
STREET VENDOR	139.00	per annum

SWIMMING POOL located in a hotel, apartment building, club, health spa or other business required to be licensed under this By-law	746.00	per annum
TALENT/MODEL AGENCY	168.00	per annum
TANNING/SKIN CARE SALON	258.00	per annum
TATTOO PARLOUR	258.00	per annum
TAXICAB PREMISES	139.00	per annum
THEATRE	258.00	per annum
TRAILER COURT	235.00	per annum per space
TRANSIENT PEDDLER OR TRANSIENT TRADER	690.00 3,359.00	per week or per annum
UNDERTAKER	258.00	per annum
URBAN FARM - CLASS A	10.00	per annum
URBAN FARM - CLASS B	139.00	per annum
VENDING MACHINE	17.00	per annum per machine
VENUE	5.75	per annum per seat except that despite the number of seats, the minimum fee will be \$66.00 and the maximum fee will be \$447.00
WAREHOUSE OPERATOR	139.00	per annum
WAREHOUSE OPERATOR - FOOD	371.00	per annum
WEDDING CHAPEL	364.00	per annum
WHOLESALE DEALER	139.00	per annum
WHOLESALE DEALER - FOOD	371.00	per annum
WINDOW CLEANER	139.00	per annum
ANY BUSINESS, TRADE, PROFESSION	139.00	per annum

OR OTHER OCCUPATION NOT
SPECIFIED HEREIN

TRANSFER OF A LICENSE	139.00	
NON-REFUNDABLE PORTION OF FEE	84.00	per license where the applicable fee is greater than \$82.00
LATE PAYMENT FEE	40.00	or 10% of the license fee, whichever is greater

SCHEDULE B

MISCELLANEOUS SERVICE FEES

PART 1

Application fee for comments on a new liquor licence or a permanent amendment to the liquor license	<u>Fee</u>
Base fee	\$893.00
Incremental Fees:	
Neighbourhood notification	\$1,073.00
Staff-held neighbourhood public meeting	\$1,847.00
Telephone survey	\$1,012.00

PART 2

<u>Application fee for comments on temporary amendment to liquor licence</u>	<u>Fee</u>	<u>Term</u>
Application fee for comments on a temporary amendment to liquor license requesting later closing hours of operation	\$0.40	per night per seat except that, despite the number of seats or the number of nights, the minimum fee will be \$88.00 and the maximum fee will be \$596.00
Application processing fee for comments on a temporary amendment to liquor license requesting earlier opening hours of operation	\$88.00	
Application processing fee for comments on a temporary amendment to liquor license requesting any other change to a liquor license	\$88.00	
Application processing fee for comments on new liquor license or a permanent or temporary amendment to a liquor license requesting liquor service hours past midnight, or patron participation entertainment, for food primary establishments	\$88.00	

PART 3

Application fee (section 6.3)	\$54.00
Request for copy of license (section 7.1)	\$5.00
Request for change of business name or business trade name (section 7.2)	\$10.00
Request for change of business address under license (section 7.3)	\$22.00
Request for change in business license category (section 7.4)	\$10.00
Temporary license fee for standard hours liquor establishment [Section 19.2A(10)]	\$88.00

EXPLANATION

Vehicles for Hire By-law amending By-law Re: 2017 fees

The attached By-law will implement Council's resolution of September 20, 2016, to amend the Vehicles for Hire By-law to increase fees for 2017.

Director of Legal Services
September 20, 2016

BY-LAW NO. _____

ABF

A By-law to amend Vehicles for Hire By-law No. 6066
regarding 2017 fees

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

1. Council:
 - (a) repeals Schedule A, and substitutes Schedule A attached to this By-law; and
 - (b) approves the fees set out in the new Schedule A.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on January 1, 2017.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

Year 2017 Vehicles for Hire License Fees

SCHEDULE A

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

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

Airport Shuttle Bus	Per annum for each vehicle	\$ 84.00
Airport Transporter	Per annum for each vehicle	\$173.00
Antique Limousine	Per annum for each vehicle	\$217.00
Bus Limousine	Per annum for each vehicle	\$217.00
Charter Bus	Per annum for each vehicle	\$173.00
Charter Van	Per annum for each vehicle	\$173.00
Courier Bicycle	Per annum for each vehicle	\$ 18.00
Driver Instruction Vehicle	Per annum for each vehicle	\$173.00
Dual Taxicab	Per annum for each vehicle	\$570.00
Handicapped Cab	Per annum for each vehicle	\$173.00
Horse-Drawn Carriage	Per annum for each vehicle	\$569.00
Luxury Limousine	Per annum for each vehicle	\$217.00
Motor Stage	Per annum for each vehicle	\$173.00
Part-time Taxicab	Per annum for each vehicle	\$570.00
Pedicab	Per annum for each vehicle	\$173.00
For each person operating a leased pedicab on a daily fee basis	Per annum	\$ 11.00
School Cab	Per annum for each vehicle	\$173.00
School Shuttle Van	Per annum for each vehicle	\$173.00
Sedan Limousine	Per annum for each vehicle	\$217.00
Sport Utility Limousine	Per annum for each vehicle	\$217.00

Stretch Limousine	Per annum for each vehicle	\$217.00
Taxicab	Per annum for each vehicle	\$570.00
Taxicab operating under a temporary permit approved by the Passenger Transportation Board	Per annum for each vehicle	\$285.00
If used also for displaying advertising material, for each taxicabs so used, additional fee	Per annum for each vehicle	\$ 37.00
Tow Truck	Per annum for each vehicle	\$173.00
U-Drive	Per annum for each vehicle with 4 or more wheels	\$ 48.00
	Per annum for each vehicle with less than 4 wheels	\$ 12.00
Unless otherwise provided herein, the license fee to operate a vehicle licensed for one purpose shall be \$79.00 for each additional purpose authorized by this By-law		\$ 79.00
<u>Administrative costs</u>		
Transfer of License - Section 11(4)		\$139.00
Replacement Plate - Section 12(4)		\$ 35.00
Bicycle Courier Testing - Section 15(1)		\$ 38.00

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1335 Howe Street**

After the public hearing on December 15, 2015, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, 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 a By-law as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

Director of Legal Services
September 20, 2016

SCHEDULE A

FORM C_V21 (Charge)

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 4 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



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

LS-16-00085-004- housing Agreement and Building Use Covenant

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

029-787-092 LOT E BLOCK 111 DISTRICT LOT 541 NEW WESTMINSTER DISTRICT PLAN
EPP59620

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

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

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
SEE SCHEDULE

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

V5Y 1V4

BRITISH COLUMBIA
CANADA

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)

Chris Jackson
Barrister & Solicitor
ONMI GROUP
309 - 550 Robson Street
Vancouver, BC V6B 2B7
T: (604) 602-7711

Execution Date

Y	M	D
16	08	25

Transferor(s) Signature(s)

1004347 B.C. LTD., by its
authorized signatory(ies):

Name: **Rossano De Cotiis**

Name:

(as to both signatures)

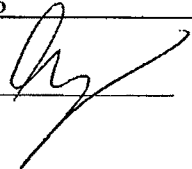
OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



Chris Jackson
Barrister & Solicitor
300-550 Robson Street
Vancouver, BC V6B 2B7
T: (604) 602-7711
(as to execution only no advice given)

Execution Date

Y	M	D
16	08	25
16		

Transferor / Borrower / Party Signature(s)

THE BANK OF NOVA SCOTIA, by its
authorized signatory(ies):



Name: **Amandeep Singh Atkar**
Director and Group Leader
Real Estate Banking

Name:

CITY OF VANCOUVER, by its
authorized signatory:

Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM E
SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Priority Agreement granting the above Section 219 Covenant priority over Mortgage CA5440268 and Assignment of Rents CA5440269

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

1004347 B.C. LTD. (INCORPORATION NO. BC1004347)
THE BANK OF NOVA SCOTIA, as to Priority

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
1335 Howe Street

WHEREAS:

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

- (i) the Transferor, 1004347 B.C. Ltd., is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;

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

C. The Owner made an application to rezone the Lands from DD (Downtown) District to CD-1 (Comprehensive Development) District and after a public hearing to consider the rezoning, the rezoning application was approved by City Council in principle on December 15, 2015, subject to, *inter alia*, fulfilment of the following condition prior to enactment of the rezoning by-law:

"7. Make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to secure 109 units as rental housing within an airspace parcel (minimum floor area 6,330.9 m²/68,145 sq. ft.) in the new development, subject to a registered covenant on title to maintain such units/airspace parcel for rental housing for the longer of 60 years or the life of the building, subject to the following additional conditions in respect of those units:

- That the airspace parcel may not be subdivided.
- That no such units may be separately sold.
- That none of such units will be rented for less than one month at a time.
- That such units shall be designed in accordance with Appendix B (b), conditions 13, 14 and 15.
- Such other terms and conditions as the Chief Housing Officer and the Director of Legal Services may in their sole discretion require.

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

(the "Rezoning Condition").

D. The Owner and the City are now entering into this Agreement to satisfy the Rezoning Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the New Building:

**ARTICLE 1
DEFINITIONS AND INTERPRETATIONS**

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Building Permit" means any building permit issued by the City authorizing the building of the New Building as contemplated by the Development Permit;
- (c) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (d) "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;
- (e) "Commencement Date" means the date on which this instrument has been submitted to the Land Title Office for registration;
- (f) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (g) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (h) "General Manager of Community Services" means the chief administrator from time to time of the City's Community Services Department and his/her successors in function and their respective nominees;
- (i) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (j) "Lands" means the lands described in Item 2 in the Form C attached hereto, and includes any lots or parcels into which such land is consolidated or further subdivided;
- (k) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss

of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

(l) "Market Housing Unit" means a Residential Unit in the New Building that is not a Rental Housing Unit;

(m) "New Building" means:

- (i) any building, improvement or structure constructed on the Lands; and
- (ii) any existing building on the Lands which is renovated, modified or altered,

in each case in accordance with the Development Permit, at any time after the date of execution of this Agreement by the Owner;

(n) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;

(o) "Owner" means the Transferor, 1004347 B.C. Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;

(p) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:

- (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
 - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;

(q) "Rental Housing" means a Residential Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person of such owner, but which is made available by such owner to third parties, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

(r) "Rental Housing Unit" and "Rental Housing Units" have the meanings ascribed to those terms in Section 2.1(c);

(s) "Rental Housing Units Parcel" has the meaning ascribed to that term in Section 3.1(a);

- (t) "*Residential Tenancy Act*" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (u) "*Residential Unit*" means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (v) "*Rezoning*" means the rezoning of the Lands described in Recital C;
- (w) "*Rezoning Condition*" has the meaning ascribed to that term in Recital C;
- (x) "*Term*" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the New Building is demolished or substantially destroyed; and
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Rental Housing Units Parcel;
- (y) "*Vancouver Charter*" means the *Vancouver Charter* S.B.C. 1953, c. 55; and
- (z) "*Zoning and Development By-law*" means the City's Zoning and Development By-law No. 3575.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular: Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument

- Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.

- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE, SALE AND SUBDIVISION

2.1 The Owner covenants and agrees with the City that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) if the Owner carries out any development on the Lands after the Commencement Date, it will, at its sole cost and expense, construct, and throughout the Term will maintain, the New Building in accordance with the Development Permit, the Building Permit and this Agreement;
- (c) when the Rental Housing Units Parcel is completed and an Occupancy Permit issued and thereafter throughout the Term, the Rental Housing Units Parcel will contain not less than 109 Residential Units providing Rental Housing (the "Rental Housing Units");
- (d) when the Rental Housing Units Parcel is completed and an Occupancy Permit issued and thereafter throughout the Term, the Rental Housing Units will only be used for the purpose of providing Rental Housing;
- (e) when the Rental Housing Units Parcel is completed and an Occupancy Permit issued and thereafter throughout the Term, the Rental Housing Units will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days except for the month of February;
- (f) not less than 25% of the Rental Housing Units and not less than 25% of the Market Housing Units will have two or more bedrooms;
- (g) the New Building will:
 - (i) be designed to comply with the City's "High Density Housing for Families with Children Guidelines";

- (ii) include a common amenity room with a kitchenette and an accessible washroom adjacent to such common amenity room; and
- (iii) include a common outdoor amenity area, including an area suitable for a range of children's play activity;
- (h) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit to be sold or otherwise transferred unless title to every Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement as contemplated by Section 8.9;
- (i) throughout the Term, it will not suffer, cause or permit the New Building or the Rental Housing Units Parcel to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld, subject to Article 3;
- (j) throughout the Term, any sale of a Rental Housing Unit in contravention of the covenant in Section 2.1(h), and any subdivision in contravention of Section 2.1(i), 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;
- (k) it will insure, or cause to be insured, the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Rental Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
SUBDIVISION OF THE LANDS**

3.1 Notwithstanding Section 2.1(i):

- (a) subject to compliance by the Owner with all applicable requirements of the City's approving officer, the Director of Legal Services, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by the deposit of an air space subdivision plan, provided that all, and only, the Rental Housing Units are contained within a separate air space parcel (the "Rental Housing Units Parcel") having a floor area of not less than 6,330.9 m² (68,145 square feet) following such a subdivision;

- (b) following the subdivision to create the Rental Housing Units Parcel and the issuance of a final Occupancy Permit for the Rental Housing Units Parcel and all its component parts and facilities, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel other than the Rental Housing Units Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s); provided, that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units, or in respect of the Rental Housing Units Parcel, as applicable, pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City; and
- (c) subject to compliance by the Owner with all applicable requirements of the Director of Legal Services, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of any portion of the Lands other than the Rental Housing Units Parcel by the deposit of a strata plan.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building that:
 - (a) the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building, or any part thereof, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building or any part thereof until such time as the Owner is able to apply for an Occupancy Permit for the Rental Housing Units Parcel and all its component parts and facilities; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the New Building, or any part thereof, notwithstanding completion of construction of the New Building, or any part thereof, until such time as an Occupancy Permit can be issued for the Rental Housing Units Parcel and all its component parts and facilities; and

- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

**ARTICLE 5
ENFORCEMENT**

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

**ARTICLE 6
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
- (i) by reason of the City or City Personnel:
- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
- B. withholding any permit pursuant to this Agreement; or
- C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement,
- whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or

- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City,

provided however that, if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b).

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, then the party having conduct of the proceedings will join the other party as a third party to the proceedings.

6.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

**ARTICLE 7
NOTICES**

7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

(a) If to the City:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Attention: City Clerk, with concurrent copies to the Chief Housing
Officer and the Director of Legal Services

(b) If to the Owner:

1004347 B.C. Ltd.
300 - 550 Robson Street
Vancouver, British Columbia V6B 2B7

Attention: President

and any such notice, demand or request will be deemed given:

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

(d) if personally delivered, on the date when delivered,

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

**ARTICLE 8
MISCELLANEOUS**

8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject to Article 3.

8.2 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.

- 8.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.6 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.
- 8.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.8 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.
- 8.9 Transfer of Lands. The Owner covenants and agrees with the City that concurrent with any sale, transfer or conveyance of the Lands charged by this Agreement, or any

portion thereof, to any person, trust, corporation, strata corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, strata corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, strata corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 8.9, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

8.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber title to the Lands in accordance with the terms of this Agreement; and
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms.

The Owner agrees that the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C which is a part hereof.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA5440268 and the Assignment of Rents registered under number CA5440269;
- (b) "Existing Chargeholder" means THE BANK OF NOVA SCOTIA;
- (c) "New Charge" means the Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 3063-3091 West Broadway**

After the public hearing on October 20, 2015, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 3063-3091 West Broadway. 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
September 20, 2016

3063-3091 West Broadway

AZF

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-695 (c) 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 (637).

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 (637), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, and Museum or Archives;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Social Service Centre;
- (d) Manufacturing Uses, limited to Jewelry Manufacturing and Printing or Publishing;
- (e) Office Uses;
- (f) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (g) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or

Photography Studio, Print Shop, Repair Shop - Class A, Repair Shop - Class B, Restaurant, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Wedding Chapel;

- (h) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (i) Accessory Uses customarily ancillary to the uses listed in this Section 2.2.

Conditions of use

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

3.2 All commercial uses permitted in this By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and
- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

3.3 The design and layout of at least 25% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 2,010 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 3.39.

4.3 Computation of floor area must include all floors of all buildings, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the residential floor area, and
 - (ii) the balconies must not be enclosed for the life of the building.
- (b) patios and roof 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 that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

4.5 The use of floor area excluded under section 4.4 must not include any use other than that which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 18.2 m.

Horizontal angle of daylight

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

6.2 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.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

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

6.5 An obstruction referred to in section 6.2 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 (637).

6.6 A habitable room referred to in section 6.1 does not include:

(a) a bathroom;

(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.

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 _____, 2016

Mayor

City Clerk

Schedule A



The properties outlined in black () are rezoned:
From **C-2C** to **CD-1**

Z-695 (c)

RZ - 3063-3091 West Broadway

map: 1 of 1
scale: NTS



City of Vancouver

date: 2015-09-16

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 5648-5678 Victoria Drive**

After the public hearing on September 24, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 5648-5678 Victoria Drive. 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
September 20, 2016

5648-5678 Victoria Drive

BY-LAW NO. _____

ABF

**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-689 (a) 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 (638).

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 (638), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, and Museum or Archives;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Social Service Centre;
- (d) Manufacturing Uses, limited to Jewellery Manufacturing and Printing or Publishing;
- (e) Office Uses;
- (f) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;

- (g) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class A, Repair Shop - Class B, Restaurant, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Wedding Chapel;
- (h) Utility and Communication Uses, limited to Public Utility and Radiocommunication Station; and
- (i) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Conditions of use

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

3.2 All commercial uses permitted in this By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and
- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

3.3 The design and layout of at least 25% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1,155.8 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 3.58.

4.3 Computation of floor area must include all floors of all buildings, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks 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 such exclusions must not exceed 8% of the permitted floor area;
- (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 that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

4.5 Computation of floor area may exclude:

- (a) enclosed residential balconies, if the Director of Planning 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) no more than 50% of the excluded balcony floor area may be enclosed.

4.6 The use of floor area excluded under sections 4.4 and 4.5 must not include any use other than that which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 19.1 m.

Horizontal angle of daylight

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

6.2 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.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

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

6.5 An obstruction referred to in section 6.2 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 (638).

6.6 A habitable room referred to in section 6.1 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.

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

Schedule A

