

**EXPLANATION****A By-law to amend the Sign By-law  
Re: 6505-6541 Main Street**

After the public hearing on April 5, 2016, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
May 2, 2017

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

“6505-6541 Main Street      CD-1 (659)      By-law No. 11770      B (C-2)”

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

ENACTED by Council this                      day of                      ,                      2017

Mayor

City Clerk

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 706-774 West 13th Avenue**

After the public hearing on April 15, 2014, Council resolved at the Regular Council meeting on April 29, 2014, to add 706-774 West 13th Avenue 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  
May 2, 2017

706-774 West 13th Avenue

BY-LAW NO. ABF

**A By-law to amend Parking By-law No. 6059**

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
706-774 West 13th Avenue (Heather Place North Lot)	11740	655	<p>Parking, loading, and bicycle spaces shall be provided and maintained in accordance with the By-law except that:</p> <p>(a) Residential and visitor parking shall be provided in accordance with the secured market rental housing standard set out in section 4.5B on February 7, 2017; and</p> <p>(b) Class A residential loading spaces shall be provided at a minimum rate of 0.01 spaces per dwelling unit up to 300 dwelling units, and 0.008 spaces per dwelling unit in excess of 300 dwelling units.</p>

”

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

ENACTED by Council this      day of      , 2017

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Mayor

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City Clerk

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 755-799 West 14th Avenue**

After the public hearing on April 15, 2014, Council resolved at the Regular Council meeting on April 29, 2014, to add 755-799 West 14th Avenue 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  
May 2, 2017

755-799 West 14th Avenue

BY-LAW NO. ABF

**A By-law to amend Parking By-law No. 6059**

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
755-799 West 14th Avenue (Heather Place South Lot)	11739	656	<p>Parking, loading, and bicycle spaces shall be provided and maintained according to the provisions of the By-law except that:</p> <p>(a) Residential and visitor parking shall be provided in accordance with the secured market rental housing standard set out in section 4.5B on February 7, 2017; and</p> <p>(b) Class A residential loading spaces shall be provided at a minimum rate of 0.01 space per dwelling unit up to 300 dwelling units, and 0.008 space per dwelling unit in excess of 300 dwelling units.</p>

”

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

ENACTED by Council this      day of      , 2017

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Mayor

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City Clerk

**EXPLANATION****Ticket Offences By-law amending By-law No. 9360  
Re: Wasting water**

Housekeeping amendment consequential to amendments to Water Works By-law No. 4848 approved by Council on April 12, 2017. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services  
May 2, 2017

BY-LAW NO. \_\_\_\_\_ *ABF*

**A By-law to amend the Ticket Offences By-law No. 9360**

The Council of the City of Vancouver, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of Ticket Offences By-law No. 9360.
2. Council strikes out Table 7 and substitutes:

**"Table 7  
Water Works By-law**

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
City Engineer Poundkeeper	Wasting water	Section 3.7	\$250.00
City Engineer	Create or allow unprotected cross connection	Section 4.1	\$500.00
	Fail to notify of cross connection causing contamination	Section 4.3(a)	\$500.00
	Fail to notify of cross connection that may cause contamination	Section 4.3(b)	\$500.00
	Fail to install backflow preventer	Section 4.3(c)	\$250.00
	Fail to comply with order to install backflow preventer	Section 4.3(d)	\$250.00
	Fail to comply with order to test backflow preventer	Section 4.3(e)	\$250.00
	Fail to comply with By-law re backflow preventer installation	Section 4.3(f)	\$250.00



<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
	Fail to comply with By-law re backflow preventer testing	Section 4.3(g)	\$250.00
	Install control valve downstream of AVB	Section 4.5(g)	\$250.00
	Removal of backflow preventer without written consent of Engineer	Section 4.8	\$250.00
	Modifying or altering approved backflow preventer	Section 4.9	\$250.00
	Fail to use certified backflow assembly tester	Section 4.11(a)	\$250.00
	Fail to submit test report within 15 days	Section 4.11(c)	\$250.00
	Fail to repair or replace faulty backflow preventer	Section 4.11(e)	\$250.00
	Use of non-calibrated or non-certified test equipment	Section 4.12(a)	\$250.00
	Incorrect or false backflow assembly test report	Section 4.13	\$250.00

”

4. This By-law is to come into force and take effect upon enactment.

ENACTED by Council this            day of            , 2017

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Mayor

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City Clerk

**EXPLANATION****Building By-law amending By-law  
Re: Sustainability and water conservation**

The attached By-law will implement Council's resolution of April 12, 2017 to amend the Building By-law regarding water conservation measures, effective January 1, 2018.

Director of Legal Services  
May 2, 2017

BY-LAW NO.       A3F      

**A By-law to amend Building By-law No. 10908  
Regarding sustainability and water conservation**

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

1. This by-law amends the indicated provisions of Building By-law 10908.
2. In Book I, Division A, Part 1, in Article 1.4.1.2., Council adds the following definitions in alphabetical order:

***“Acceptable equivalency*** means:

(a) that the person proposing to use a ***plumbing fixture*** that does not conform with the specifications in this By-law must, at their expense, ensure that

- (i) an independent qualified third party tests the ***plumbing fixture*** and documents that the ***plumbing fixture*** meets or exceeds the specifications of this By-law,
- (ii) the test procedures and documented results are reviewed and verified by an independent qualified ***registered professional***,
- (iii) copies of all test procedures, documented results and verification reports are provided to the ***Chief Building Official***, and

(b) the test procedures, documented results and verification are ***acceptable***.

***Conveyor vehicle wash*** means a system for washing vehicles where the vehicle moves through a tunnel during the wash and the driver of the vehicle can remain in, or wait outside of, the vehicle.

***Clear-water waste*** means waste water with impurity levels that will not be harmful to health and may include cooling water and condensate drainage from refrigeration and air-conditioning equipment and cooled condensate from steam heating systems, but does not include ***storm water***. (See Book II, Division A, Appendix A.)

***Drainage system*** means an assembly of pipes, fittings, ***fixtures***, ***traps*** and appurtenances that is used to convey ***sewage***, ***clear-water waste*** or ***storm water*** to a public ***sewer*** or a ***private sewage disposal system***, but does not include ***subsoil drainage pipes***. (See Figure A-1.4.1.2.(1)-I in Book II, Division A, Appendix A.)

***Fixture*** means, in relation to plumbing, a receptacle, appliance, apparatus or other device that discharges ***sewage*** or ***clear-water waste***, and includes a ***floor drain***.

***In-bay vehicle wash*** means a non-domestic vehicle wash where the driver pulls into a bay, parks the vehicle, and the vehicle remains stationary while either a machine moves over the vehicle to clean it or one or more employees of the facility clean the vehicle, instead of the vehicle moving through a tunnel.

**Leader** means a pipe that is installed to carry **storm water** from a roof to a **storm building drain** or **sewer** or other place of disposal.

**Metering fixture** means a **self-closing plumbing fixture** that dispenses a specific volume of water for each actuation cycle.

**Pre-rinse spray valve** means a handheld device for use with commercial dishwashing and ware washing equipment that sprays water on dishes, flatware, and other food service items for the purpose of removing food residue before cleaning and sanitizing the items.

**Private use** (as applying to the classification of **plumbing fixtures**) means **fixtures** in residences and apartments, in private bathrooms of hotels, and in similar installations in other **buildings** for one family or an individual.

**Public use** (as applying to the classification of **plumbing fixtures**) means **fixtures** in general washrooms of schools, gymnasiums, hotels, bars, public comfort stations and other installations where **fixtures** are installed so that their use is unrestricted.

**Self-service vehicle wash** means a commercial vehicle wash where a customer washes their own vehicle.

**Sewage** means any liquid waste other than **clear-water waste** or **storm water**.

**Shower head** means any fitting that transmits water for the purposes of showering and includes rain heads, rain tiles, rain systems, waterfalls, body sprays and jets. A handheld shower shall be considered a **shower head**.

**Storm water** means water that is discharged from a surface as a result of rainfall or snowfall.

**Subsoil drainage pipe** means a pipe that is installed underground to intercept and convey subsurface water.

**Trap** means a fitting or device that is designed to hold a liquid seal that will prevent the passage of gas but will not materially affect the flow of a liquid.”

3. In Book I, Division B, Part 10, Council strikes out Section 10.3 and substitutes:

**“10.3.1. DESIGN AND INSTALLATION**

**10.3.1.1. Compliance**

- 1) In addition to the requirements in this section, all **plumbing fixtures** must comply with Book II Division B, Part 2 of this By-law.
- 2) In addition to the requirements of this By-law, all water uses and discharges are subject to Water Works By-law 4848 and Sewer and Watercourse By-law 8093.

### 10.3.1.2. Plumbing Fixture Fitting Maximum Flow Rates

- 1) The flow rates of fittings that supply water to **plumbing fixtures** must not exceed the maximum flow rate at the test pressures listed for that fitting in Table 10.3.1.2.

Table 10.3.1.2. Maximum Flow Rate Forming part of Sentence 10.3.1.2.(1)		
Fitting	Maximum Flow Rate (L/min)	Test Pressure (kPa)
Lavatory Faucet (for <b>private use</b> )	5.7	415
Lavatory Faucet (for <b>public use</b> )	1.9 <sup>(1)(2)</sup>	415
Kitchen Faucet (non-residential)	8.3	415
Kitchen Faucet (residential)	8.3	415
<b>Shower Head</b>	7.6 <sup>(3)</sup>	550
<b>Pre-Rinse Spray Valve</b>	4.8 <sup>(4)</sup>	415
Wash Fountain, per <b>plumbing fixture</b> fitting	6.8 <sup>(5)</sup>	415

Notes to Table 10.3.1.2:

- (1) A **metering fixture** faucet is limited to 1.0 L per cycle.
- (2) A lavatory faucet in a health care facility is permitted a maximum flow rate of 8.3 L/min (at 415 kPa test pressure). The **Chief Building Official** may, for human health reasons, permit exemptions within other facilities, to a maximum flow rate of 8.3 L/min (at 415 kPa test pressure).
- (3) Emergency and safety **shower heads** and **shower heads** in health care facilities and correctional facilities are exempted from this requirement.
- (4) Each **pre-rinse spray valve** must be equipped with an automatic shut-off.
- (5) A maximum flow rate of 6.8 L/min is permitted for each 508 mm of rim space. For a wash fountain with **metering fixture** faucets, a maximum of one **metering fixture** faucet is permitted for each 508 mm of rim space. A **metering fixture** faucet is limited to 1.0 L per cycle.

### 10.3.1.3. Plumbing Fixture Efficiency

- 1) The flush cycle for the installation of a water closet or urinal must not exceed the flush cycle listed for that **plumbing fixture** in Table 10.3.1.3.(1)

Table 10.3.1.3.(1) Maximum Flush Cycle Forming part of Sentence 10.3.1.3.(1)	
<b>Plumbing Fixture</b>	Maximum Flush Cycle (L)
Water Closet (Tank Type)	4.8 <sup>(1)(2)</sup>
Water Closet (Direct Flush)	4.8 <sup>(1)</sup>
Urinal (Tank Type)	1.9 <sup>(3)</sup>
Urinal (Direct Flush)	1.9

Notes to Table 10.3.1.3.(1):

- (1) A maximum flush cycle of 6.0 L may be permitted where, in the opinion of the **Chief Building Official**, the existing **plumbing system** cannot accommodate or be updated to accommodate the required flush cycle.
- (2) A water closet with a dual flush cycle of 4.1 L or less and 6.0 L complies with this requirement.
- (3) The water supply to flush tanks equipped for automatic flushing shall be controlled with a timing device that limits operation to the period during which the building is normally occupied.

#### 10.3.1.4 Residential Landscape Irrigation Systems

- 1) Residential landscape irrigation systems that apply herbicides, fungicides, insecticides, fertilizers, soil amendments or other chemicals or pesticides by means of irrigation water are prohibited.
- 2) Residential landscape irrigation systems shall be equipped with a shut-off valve, which shall be located upstream of the backflow preventer and provided with unobstructed access.
- 3) Where the water pressure supplied to a property exceeds 550 kPa, the residential landscape irrigation system shall be equipped with a pressure reducing valve providing a maximum supplied pressure of 415 kPa and located downstream of the backflow preventer.

#### 10.3.1.5 Geoexchange Systems

- 1) Make-up water for a closed loop geoexchange (geothermal) ground heat exchanger must be provided by a feeder tank isolated from the domestic water supply
- 2) The use of a direct connection to the domestic water supply as a source of make-up water for a closed loop geoexchange (geothermal) ground heat exchanger is prohibited.

#### 10.3.1.6. Vehicle Wash Facilities

- 1) The maximum flow rate of a spray wand, foamy brush or similar **plumbing fixture** shall not exceed 11.4 L/min at a **self-service vehicle wash**.
- 2) A water recycling system that recycles and reuses at least 60% of the water and rinse water shall be installed, used and maintained at a **conveyor vehicle wash** or **in-bay vehicle wash**."

4. In Book II, Division A, Part 1, in Article 1.4.1.2., Council adds the following definitions in alphabetical order:

**"Acceptable equivalency** means:

- (a) that the person proposing to use a **plumbing fixture** that does not conform with the specifications in this By-law must, at their expense, ensure that
  - (i) an independent qualified third party tests the **plumbing fixture** and documents that the **plumbing fixture** meets or exceeds the specifications of this By-law,
  - (ii) the test procedures and documented results are reviewed and verified by an independent qualified **registered professional**,
  - (iii) copies of all test procedures, documented results and verification reports are provided to the **Chief Building Official**, and
- (b) the test procedures, documented results and verification are **acceptable**.

**Pre-rinse spray valve** means a handheld device for use with commercial dishwashing and ware washing equipment that sprays water on dishes, flatware, and other food service items for the purpose of removing food residue before cleaning and sanitizing the items.

**Shower head** means any fitting that transmits water for the purposes of showering and includes rain heads, rain tiles, rain systems, waterfalls, body sprays and jets. A hand-held shower shall be considered a shower head."

5. In Book II, Division B, Part 2, Council:

- (a) strikes out Articles 2.2.2.6. and 2.2.2.7. and substitutes:

#### **"2.2.2.6. Low Consumption Water Closets**

- 1) Every water closet installed in a building shall have a maximum flush cycle in compliance with Book I Division B Article 10.3.1.3.

#### **2.2.2.7. Low Consumption Urinals**



1) Every urinal installed in a building shall have a maximum flush cycle in compliance with Book I Division B Article 10.3.1.3.

**2.2.2.8. Lavatory Faucets**

1) { Reserved}

**2.2.2.9. Pre-Rinse Spray Valves**

1) Every *pre-rinse spray valve* shall be certified to the performance criteria of the WaterSense Specification for Pre-Rinse Spray Valves version 1.0, or be of *acceptable equivalency*.

2) Every *pre-rinse spray valve* shall be equipped with an automatic shut-off.”; and

(b) strikes out Sentence 2.2.10.6.(3) and substitutes:

“3) Every lavatory faucet, kitchen faucet and *shower head* shall conform with CAN/CSA-B125.3, “Plumbing Fittings.”, and have a maximum flow rate in compliance with Book I Division B Article 10.3.1.2.”.

6. 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.

7. This By-law is to come into force and take effect on January 1, 2018.

ENACTED by Council this                      day of                      , 2017

\_\_\_\_\_  
Mayor

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City Clerk

**EXPLANATION****A By-law to amend Water Works By-law No. 4848  
Re: Sustainability and water conservation**

Enactment of the attached By-law will implement Council's resolution adopted on April 12, 2017.

Director of Legal Services  
May 2, 2017

BY-LAW NO. \_\_\_\_\_

ABF

**A By-law to amend Water Works By-law No. 4848  
regarding water conservation 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 4848.
2. In section 1.1, Council strikes out the definitions of "WASTE WATER" and "WASTING WATER" and adds the following definition in alphabetical order:

"“EMERGENCY ONCE THROUGH COOLING EQUIPMENT” means *once through cooling equipment* that is existing on [date of enactment], is not normally operated and is only activated in accordance with this by-law and with the permission of the Engineer, in the event of a sudden, unforeseen failure of an otherwise properly designed, operated and maintained primary cooling system.

"“MAINTENANCE ONCE THROUGH COOLING EQUIPMENT” means *once through cooling equipment* that is existing on [date of enactment], is not normally operated and is only activated in accordance with this by-law and with the permission of the Engineer, to temporarily supplement or replace the primary cooling system during scheduled maintenance on the primary cooling system.

"“NON-RECIRCULATING LIQUID RING PUMP” means a vacuum pump that uses water to cool the pump or to create a seal and recirculates less than 60% of the water that passes through the pump.

"“ONCE THROUGH COOLING EQUIPMENT” means equipment that produces a cooling effect by transfer of heat to water that is only circulated once through the equipment and is then discharged, and includes but is not limited to commercial and industrial air conditioners, refrigerators, freezers, coolers and ice machines;

3. Council strikes out 1.6 and substitutes:

**“1.6 Remedies for Non-compliance**

If a person fails to comply with a notice issued pursuant to this By-law, the Collector or Engineer may:

- (a) shut off the water supply to any part of the premises, and bill the costs to the property owner in accordance with Schedule H;
- (b) reduce the water supply to the premises to a maximum flow of one litre per minute, until the necessary repairs have been completed, and bill the costs to the property owner in accordance with Schedule H;
- (c) in the case of an un-metered service, install a meter, and bill the costs to the property owner in accordance with Schedule G;

- (d) in the case of a metered service, install an additional meter on city property, and bill the costs to the property owner in accordance with Schedule G; or
- (e) carry out such repairs, either on or off the premises as, in the opinion of the Engineer, are necessary to repair any defective apparatus, fitting or fixture, or to prevent or eliminate excessive noise, pressure surges, or damage to a private water system or the City's water system, and bill the costs to the property owner in accordance with Schedule H."

4. Council strikes out section 1.7 and substitutes:

**"1.7 Insertion of Costs on Tax Roll**

If the Collector or Engineer takes steps to reduce or shut off water service, install a meter or an additional meter, or carry out repairs pursuant to this By-law, the costs so incurred may be recovered by insertion on the real property tax roll."

- 5. In section 3.4, Council strikes out "property" and substitutes "premises".
- 6. In section 3.5, Council strikes out the words "building or".
- 7. Council re-numbers sections 3.9 through 3.12 as 3.11 through 3.14 respectively.
- 8. Council strikes out sections 3.7 and 3.8 and substitutes:

**"3.7 Prohibition Against Wasting Water**

A customer or other person must not waste water, or suffer, permit or allow waste of water, including but not limited to:

- (a) the free discharge or flow of water from premises, on or into a sanitary sewer, watercourse, storm drain, street or adjacent premises;
- (b) leaking of water from appliances, devices, machines, equipment, systems, ponds, fountains or water features;
- (c) the use of ponds, waterways, water features, fountains or swimming pools, which do not have a water recirculation device;
- (d) the use of an irrigation system which applies water to an impervious surface; or
- (e) the use of a water hose, which is not equipped with an automatic shut-off device.

**3.8 Prohibition Against Using Water in Non-Recirculating Applications**

A customer or other person must not use, or permit, suffer or allow the use of water in the following non-recirculating uses, equipment, or systems:

- (a) thermal conditioning of building surfaces or roofs, or ancillary use of water to supplement building mechanical systems or equipment, except that this does not apply to emergency fire protection of buildings using fire sprinklers;
- (b) running water as a form of freeze protection, through piping, hoses, fixtures, or building equipment or systems, except that this does not apply to City of Vancouver and Metro Vancouver water quality sampling stations; or
- (c) use of water for melting or thawing, except that this does not apply to food preparation applications.

### **3.9 Prohibition Against Connecting to Non-Recirculating Applications**

A customer or other person must not connect, or permit, suffer or allow connection of the City's water system to any of the following non-recirculating uses, equipment, or systems:

- (a) once through cooling equipment, except that this prohibition does not apply to mobile emergency once through cooling equipment or mobile maintenance once through cooling equipment that is operated with a permit from the Engineer;
- (b) venturi-type flow-through vacuum generators or aspirators in which running water is used solely for the venturi effect;
- (c) non-recirculating liquid ring pumps; or
- (d) non-recirculating wet-hood scrubbers.

### **3.10 Disconnection of Non-Recirculating Applications**

All non-recirculating uses, equipment and systems listed in section 3.9 of this by-law must be disconnected from the City's water system by January 1, 2020, except that:

- (a) emergency once through cooling equipment and maintenance once through cooling equipment may be operated with a permit from the Engineer; and
- (b) uses, equipment and systems in a building for which a demolition permit has been issued before January 1, 2020, may be operated with a permit from the Engineer, who may extend the disconnection deadline to January 1, 2021."

9. Council strikes out section 6.14 and substitutes:

#### **"6.14 Insertion of Outstanding Water Rates on Tax Roll**

Fees, rates, meter charges, meter installation charges, repair or shut off rates and other water rates that remain unpaid on the due date:

- (a) may be inserted by the Collector in the property tax roll as charges imposed with respect to the parcel upon which the water was used or to which it was made available for use; and
- (b) once entered on the property tax roll in accordance with this by-law, are subject to any applicable property tax penalty and interest by-laws as if such charges were general taxes within the meaning of such penalty and interest by-laws.”

10. Council strikes out section 6.20 and substitutes:

**“6.20 Adjustment for Underground Leak**

If, in the opinion of the Engineer, an underground leak on a metered service:

- (a) has resulted in an inaccurate water consumption record;
- (b) could not reasonably have been detected by the customer;
- (c) is not associated with a landscape irrigation system; and
- (d) has, in the opinion of the Engineer, been repaired by the customer in such a manner as to effectively prevent future leaks of a similar nature;

the water consumption rate may be adjusted by the Collector, as provided in section 6.18(a), except that the adjustment must only be made for the period between two weeks after the first meter billing date on which the meter bill indicates an unusual increase in water consumption, as determined by the Collector, and the meter reading date for the meter bill immediately preceding the meter bill containing the unusual increase, to a maximum adjustment period of six months.”

11. Council strikes out Schedules H and J and substitutes the Schedules H and J attached as Appendix A to this By-law.

12. Council amends the index to reflect the changes in numbering and section titles in Part III of the Waterworks By-law.

13. 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.

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

ENACTED by Council this       day of                          , 2017

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Mayor

City Clerk



SCHEDULE H  
Miscellaneous Fees and Charges

Cross connection control administration fees	
First assembly	\$ 29.00
Additional assembly	13.00
Extra charge for inaccessible meter (per incident)	75.00
Special meter reading (per occurrence)	100.00
Customer requested meter test (deposit)	200.00
Charge for returned cheque	35.00
Residual water pressure estimate fee	
Original calculation	36.00
Additional copies for same location	10.00
Miscellaneous water information requests (per hour)	44.00
Shutdown, service request or service by the City fee (per occurrence, during normal working hours)	100.00
Shutdown, service request or service by the City fee (per occurrence, outside of normal working hours)	200.00
Frozen pipe thawing fee	At cost (section 5.4)

# SCHEDULE J

Acid Wash or Hot Tank	High	RPBA
Air Compressor – Commercial or Industrial	High	RPBA
Air Conditioning Systems	High	RPBA
Animal Cage Washer	High	RPBA
Animal Wash	High	RPBA
Animal Watering	High	RPBA
Aquarium Make up	High	RPBA
Aspirator	High	RPBA
Autoclave	High	RPBA
Autopsy/Mortuary Equipment	High	RPBA
Auxiliary Water	High	RPBA/AG
Baptismal Fountain	High	RPBA
Beverage Dispenser - Carbonated	High	DCAPc
Beverage Dispenser – Non Carbonated	Low	DuC
Bidet	High	AVB
Boiler – All Commercial Installations	High	RPBA
Boiler - Residential Greater than 400,000 btu	High	RPBA
Boiler - Residential w/o Chemical Addition and less Than 400,000 btu	Low	DCAP
Bottle Washer	High	RPBA
Bread Making Equipment	Low	DCVA
Brewery Equipment	High	RPBA
Brine Tank	Low	DCVA
CO <sub>2</sub> Injection	High	DCAPc
Chemical Cleaning Tank	High	RPBA
Chemical Feed/Mixing Station	High	RPBA
Chemical Holding/Storage Tank	High	RPBA
Chilled Water System	High	RPBA
Chlorinator	High	RPBA
Clothes Washer or Laundry Machine – Commercial with Chemical Feed	High	RPBA
Commercial Kitchen Equipment – Coffee Urn	Low	DuC
Commercial Kitchen Equipment – Commercial Dishwasher with Chemical Feed Downstream of Backflow Preventer	High	AVB
Commercial Kitchen Equipment – Commercial Dishwasher with Chemical Feed Upstream of Backflow Preventer	High	RPBA
Commercial Kitchen Equipment – Espresso Machine	Low	DCVA
Commercial Kitchen Equipment – Dipper Well	Low	AG
Commercial Kitchen Equipment – Food Steamer	Low	DCVA
Commercial Kitchen Equipment – Food Waste Disposer	High	RPBA
Commercial Kitchen Equipment – Glass washer (Hot and Cold Feed)	High	RPBA
Commercial Kitchen Equipment – Hood Wash Down	High	RPBA

Commercial Kitchen Equipment – Hot Chocolate or Hot Water Dispenser	Low	DuC
Commercial Kitchen Equipment – Ice Cream Machine	High	RPBA
Commercial Kitchen Equipment – Ice Machine – Condenser Cooling	High	RPBA
Commercial Kitchen Equipment – Ice Machine – Water Feed – See Note #1 Below	High	AG or RPBA
Commercial Kitchen Equipment – Juice Machine	Low	DuC
Commercial Kitchen Equipment – Rotisserie Oven	Low	DCVA
Commercial Kitchen Equipment – Pot Washer	High	RPBA
Commercial Kitchen Equipment – Potato Peeler	Low	DCVA
Commercial Kitchen Equipment – Steam Cooker	Low	DCVA
Commercial Kitchen Equipment – Steam Table	Low	DCVA
Commercial Kitchen Equipment – Steamer Oven	Low	DCVA
Commercial Kitchen Equipment - Waste Food Tray Line/Trough	High	RPBA
Commercial Kitchen Equipment – Waste Pulper	High	RPBA
Condensate Cooling/Receiver/Tank	High	RPBA
Cooling Condenser - AC unit	High	RPBA
Cooling Tower	High	RPBA
Dental Equipment – Cuspidor	High	RPBA
Dental Equipment – Film Processor	High	RPBA
Dental Equipment – Model Trimmer	High	RPBA
Dental Equipment – Sterilizer and Instrument Washer	High	RPBA
Dental Equipment – Vacuum Pump	High	RPBA
Dental Equipment – Water Supply to Dental Chair – For Multiple Chairs on one Dedicated Water Connection - See Note #1	High	RPBA
Dental Equipment – X-ray Machine	High	RPBA
Descaling Equipment	High	RPBA
Detergent/Soap Dispenser	High	RPBA
Dishwasher (Commercial) with Chemical Feed Downstream of Backflow Preventer	High	AVB
Dishwasher (Commercial) with Chemical Feed Upstream of Backflow Preventer	High	RPBA
Distiller	High	RPBA
Dockside Water Connection – For Multiple Connections to a Dedicated Water Connection - See Note #1	High	RPBA
Dry Cleaning Equipment	High	RPBA
Dye Equipment	High	RPBA
Engine/Genset Cooling System	High	RPBA
Film Processor	High	RPBA
Fire Hose Cabinet (Connected to Domestic Piping)	Low	DCVA
Fire Service Connection w/o Chemical Addition	Low	DCVA
Fire Service Connection with Chemical Addition	High	RPBA
Floor Drain with Flushing Rim	High	RPBA
Food Waste Disposer	High	RPBA

Fountain/Ornamental Water Feature	High	RPBA
Frozen Carbonated Beverage (FCB) Maker	High	RPBA
Fume Hood Scrubber	High	RPBA
Garbage Chute Washdown	High	RPBA
Garbage Disposal Unit	High	RPBA
Geothermal	High	RPBA
Glass Rinser	Low	DuC
Heating System - Residential w/o Chemical Addition and less than 400,000 btu	Low	DCAP
Hot Tub/Spa - Direct Feed	High	RPBA
Humidifier w/o Chemical Addition	Low	DCVA
Humidifier with Chemical Addition	High	RPBA
Hydronic Heating System – Commercial	High	RPBA
Hydronic Heating System – Residential w/o Chemical Addition and less than 400,000 btu	Low	DCAP
Ice Machine – Condenser Cooling	High	RPBA
Ice Machine – Residential Refrigerator-type w/o Built-in Filter	Low	DuC
Ice Machine – Water Feed – See Note #1 Below	High	AG or RPBA
Ice Making/Resurfacing Equipment	Low	DCVA
Irrigation System with Chemical Addition – Commercial	High	RPBA
Irrigation System w/o Chemical Addition	Low	DCVA
Janitor Sink with Hose Connection	High	AVB
Jug Rinser	Low	DuC
Laboratory Equipment – Air compressor	High	RPBA
Laboratory Equipment – Animal Cage Washer	High	RPBA
Laboratory Equipment – Animal Water Bottle Filler	High	RPBA
Laboratory Equipment – Animal Watering System	High	RPBA
Laboratory Equipment – Aspirator	High	RPBA
Laboratory Equipment – Autoclave	High	RPBA
Laboratory Equipment – Electron Microscope	High	RPBA
Laboratory Equipment – Equipment Cooling	High	RPBA
Laboratory Equipment – Fume Hood Scrubber	High	RPBA
Laboratory Equipment – Pipette Washer	High	RPBA
Laboratory Equipment – Serrated Faucet	High	RPBA
Laboratory Equipment – Specimen Tank	High	RPBA
Laboratory Equipment – Spray Hose	High	RPBA
Laboratory Equipment – Vacuum Pump	High	RPBA
Laundry Tub with Hose Bibb Connection	Low	HBVB
Lens Cutting/Grinding Equipment	High	RPBA
Medical Equipment – Air Compressor	High	RPBA
Medical Equipment – Angio/MRI Cooling	High	RPBA
Medical Equipment – Aspirator	High	RPBA
Medical Equipment – Autoclave/Sterilizer	High	RPBA
Medical Equipment – Bedpan Macerator	High	RPBA

Medical Equipment – Bedpan Washer/Sterilizer	High	RPBA
Medical Equipment – Blood Analysis Equipment	High	RPBA
Medical Equipment – Burn Shower	High	RPBA
Medical Equipment – CT Scan	High	RPBA
Medical Equipment – Cart Washer	High	RPBA
Medical Equipment – Dialysis Equipment - For Multiple Dialysis Machines on One Dedicated Water Connection - See Note #1 Below	High	RPBA
Medical Equipment – Dye Slide Table	High	RPBA
Medical Equipment – Endoscope	High	RPBA
Medical Equipment – Film Processor	High	RPBA
Medical Equipment – Hydrotherapy Bath	High	RPBA
Medical Equipment – Laser Cooling	High	RPBA
Medical Equipment – MRI Cooling	High	RPBA
Medical Equipment – Patient Tub with Flexible Hose	High	RPBA
Medical Equipment – Renal Processor	High	RPBA
Medical Equipment – Steris Washer	High	RPBA
Medical Equipment – Ultrasonic Washer	High	RPBA
Medical Equipment – Vacuum Pump	High	RPBA
Medical Equipment – Washdown Station	High	RPBA
Medical Equipment – X-ray Equipment	High	RPBA
Paint Booth	High	RPBA
Pedicure Spa/Bowl – For Multiple Pedicure Spa/Bowls on One Dedicated Water Connection - See Note #1 Below	High	RPBA
Photo Developing Equipment	High	RPBA
Photo Lab Sink/Tank	High	RPBA
Plating Tank	High	RPBA
Pressure Washer w/o Chemical Aspirator - Commercial	Low	DCVA
Pressure Washer with Chemical Aspirator - Commercial	High	RPBA
Produce Misting System	High	RPBA
Proofer Oven	Low	DCVA
Pump Primer Line - Non-toxic	Low	DCVA
Pump Primer Line - Toxic	High	RPBA
Pump Primer Line for Auxiliary Water Source Pump	High	AG
Radiator Flushing Equipment	High	RPBA
Refrigeration Unit – Industrial	High	RPBA
Restricted Area	High	RPBA
Reverse Osmosis Equipment - Inlet 25mm or Larger	High	RPBA
Reverse Osmosis Equipment - Inlet less than 25mm	Low	DCVA
Rock Polisher	High	RPBA
Sanitary Equipment	High	RPBA
Sewage Ejector	High	AG&RPBA
Sewage Lift Station Standpipe	High	RPBA
Sewage Pump	High	AG&RPBA
Sewer Connected Equipment	High	AG&RPBA

Shampoo Sink	Low	AVB or DuC
Steam Generator – w/o Chemical Addition	Low	DCVA
Steam Generator – with Chemical Addition	High	RPBA
Storm Sewer	High	RPBA
Sump	High	RPBA
Swimming Pool – Direct Feed	High	RPBA
Tanning Booth	High	RPBA
Trap Primer	High	AG
Vacuum Pump	High	RPBA
Vehicle Washing Equipment	High	RPBA
Vending Machine (No Carbonator)	Low	DCVA
Wash Rack	High	RPBA
Washdown Equipment	High	RPBA
Wastewater Treatment Process	High	RPBA
Water Filter – Inlet less than 25mm	Low	DCVA
Water Filter – Inlet 25mm and Larger	High	RPBA
Water Softener	High	RPBA
X-ray Equipment	High	RPBA
Yard Hydrant	Low	HBVB

NOTE 1: Check with Plumbing Inspections for zone isolation requirements for multiple (identical) fixtures serviced by one dedicated water connection.

NOTE 2 : The water supply to a commercial ice machine must be protected by an Air Gap, verified by a City Inspector. Commercial ice machine water connections without a verifiable Air Gap must be protected by a Reduced Pressure Backflow Assembly.

## EXPLANATION

### **Authorization to enter into a Housing Agreement Re: 585 West 41st Avenue (5688 Ash Street)**

After the public hearing, on July 19, 2016 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.

A Housing Agreement has been accepted and signed by the owner applicant. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement the Director of Planning's condition regarding a Housing Agreement.

Director of Legal Services  
May 2, 2017

585 West 41st Avenue (5688 Ash Street)

ABF

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 585 West 41st Avenue (5688 Ash 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:

PID: 029-966-647

Lot 1  
District Lot 526 Group 1  
New Westminster District  
Plan EPP66024

in substantially the form and substance of the 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       , 2017

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



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

PAGE 1 OF 20 PAGES  
 19

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-16-02517-004 - Housing Agreement (Social Housing)

Deduct LTSA Fees? Yes ☒

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

**029-966-647 LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT  
 PLAN EPP66024**

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):

**OAKRIDGE LUTHERAN CHURCH (SOCIETY NUMBER S-0024893)**

**VANCITY COMMUNITY FOUNDATION, AS TO PRIORITY**

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

**CITY OF VANCOUVER**

**453 WEST 12TH AVENUE**

**VANCOUVER**

**BRITISH COLUMBIA**

**V5Y 1V4**

**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)

  
 Gail Davies

Barrister & Solicitor

501 - 1367 West Broadway  
 Vancouver, B.C. V6H 4A7  
 604-736-6338

Execution Date

Y	M	D
17	2	23

Transferor(s) Signature(s)

OAKRIDGE LUTHERAN CHURCH,  
 by its authorized signatory(ies):

  
 HANNELORE GERLACH

**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

PAGE 2 of 20 PAGES

Officer Signature(s)

  
 Nancy Melo  
 A Commissioner for Taking  
 Affidavits for British Columbia  
 810-815 West Hastings  
 Vancouver BC V6C1B4

(as to all signatures)

Execution Date

Y	M	D
17	03	01
17		

Transferor / Borrower / Party Signature(s)

VANCITY COMMUNITY  
 FOUNDATION, by its authorized  
 signatory(ies):

  
 Name: Derek Gent

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**

PAGE 3 OF 20 PAGES

NATURE OF INTEREST  
Covenant

CHARGE NO.

ADDITIONAL INFORMATION  
Entire InstrumentNATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION  
Priority Agreement granting above Section 219  
Covenant priority over Mortgage CA5830221 and  
Assignment of Rents CA5830222

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT  
(Social Housing)

585 WEST 41<sup>ST</sup> AVENUE (5688 ASH STREET)

WHEREAS:

- A. It is understood and agreed that this Agreement will be read as follows:
- (i) the Transferor, OAKRIDGE LUTHERAN CHURCH, is called the "Owner"; and
  - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from RS-1 (One-Family Dwelling) to CD-1 (Comprehensive Development) District (the "Rezoning") and after a public hearing to consider the rezoning application the rezoning application was approved by City Council in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the rezoning by-law (the "Rezoning By-law") the Owner enters into a legal agreement requiring the:

"Subdivision by air space subdivision plan of the lands and new building prior to occupancy such that the 24 units on the third and fourth floors will be contained within one air space parcel, owned by Catalyst, and the 22 units on the fifth and sixth floor will be contained within another, owned by the Church. Those dwelling units shall be comprised of not less than 2,449 m<sup>2</sup> of gross floor area, and each air space parcel containing them will be subject to a Housing Agreement, for the life of the building or 60 years, whichever is longer, and to include registrable covenants in respect of all such units prohibiting stratification, separate sales and rental for a term of less than one month at a time and securing a minimum of 30% of units to rent below rents that are affordable to households with an income of no more than the BC Housing Income Limits and meets all other applicable preconditions in order to comply with the exemption provisions for social housing in Section 523D(10)(d) of the Vancouver Charter and the Vancouver Development Cost Levy By-law, and securing the remaining 70% of units at rents that are at or below the maximum rents described in the Vancouver Development Cost Levy By-law for For-Profit Affordable Rental Housing. The proposed location of, and access and usage rights in respect of, the indoor and outdoor amenity spaces, as well as vehicle and bicycle parking and storage, in each case associated with the residential air space parcels, will be subject to review and approval by the Chief Housing Officer, or successor in function, and the Approving Officer."

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 "Social Housing Condition");

- D. Pursuant to the Social Housing Condition, a minimum of 30% of the 46 Social Housing Units were to be rented below rents that are affordable to households with an income of no more than HIL, which would total 14 dwelling units, however, pursuant to the subsequent grant approved by Council, with respect to construction of the Social Housing Units, Council required that a minimum of 15 Social Housing Units (instead of 14) be rented below rents that are affordable to households with an income of no more than HIL and the Owner has agreed to same; and
- E. The Owner and the City are now entering into this Agreement to satisfy the Social Housing Condition, as amended.

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) "Affordable Rents" means rents at or below the maximum rents described in the Vancouver Development Cost Levy By-law for For-Profit Affordable Rental Housing;
- (b) "Applicable HIL Rent Rate" means the monthly rent rate for a Social Housing Unit based on the applicable HIL calculated as follows:  
  
Thirty (30%) Percent x the applicable HIL / 12;
- (c) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (d) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (e) "City Manager" means the chief administrator from time to time of the City and his/her 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) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (h) "Development" means the development constructed on the Lands in furtherance of the Rezoning By-law and pursuant to the Development Permit;
- (i) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-Law;
- (j) "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;
- (k) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (l) "General Manager of Community Services" means the person appointed from time to time as the City's General Manager of Community Services and his/her successors in function and their respective nominees;
- (m) "Housing Income Limit" or "HIL" means the income limit for subsidized housing (for each category of dwelling unit) in Vancouver, determined annually by British Columbia Housing Management Commission which is derived from Canada Mortgage and Housing Corporation's Annual Rent Market Survey;
- (n) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (o) "Lands" means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (p) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) "New Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit; provided, however, that if the Lands and the New Building are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "New Building" will thereafter mean only the part of the New Building within the legal parcel(s) against which it remains registered;

- (r) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of the New Building, development or partial development on the Lands;
- (s) "Owner" means the registered and beneficial owner of the Lands as of the Commencement Date, namely the Oakridge Lutheran Church, and includes all of its successors, assigns and successors in title to the Lands, and if the Lands are subdivided by air space subdivision plan, then "Owner" will thereafter refer to the respective owner of each such legal parcel against which this Agreement remains registered after subdivision, as applicable;
- (t) "Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (u) Replacement Social Housing Unit" has the meaning ascribed to that term in section 2.1(b) and "Replacement Social Housing Units" means all of such units;
- (v) "Residential Tenancy Act" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (w) "Rezoning" means the rezoning of the Lands as described in Recital C;
- (x) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (y) "Rezoning By-law" has the meaning ascribed to that term in Recital C;
- (z) "Social Housing" has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
  - (i) in which at least 30% of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
  - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
  - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;

- (aa) "Social Housing Condition" has the meaning ascribed to that term in Recital C;
- (bb) "Social Housing Units" has the meaning ascribed to that term in Section 2.1(b), and "Social Housing Unit" means any one of such Units;
- (cc) "Social Housing Units Air Space Parcels" has the meaning ascribed to that term in Section 3.1(a)(i), and "Social Housing Units Air Space Parcel" means one of such Air Space Parcels;
- (dd) "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; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (ee) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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



time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes 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 AND SUBDIVISION

### 2.1 The Owner covenants and agrees 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) it will design, construct, equip and finish within the New Building not less than 46 units for use only as Social Housing (the "Social Housing Units"), in accordance with the Social Housing Condition, the Rezoning By-law, the Development Permit, any Building Permit issued pursuant thereto and the requirements of this Agreement, with one Social Housing Units Air Space Parcel to contain 24 Social Housing Units, on the third and fourth floors, with a minimum of 8 of the said 24 Social Housing Units rented below rents that are affordable to households with an income of no more than the Housing Income Limit and the remaining Social Housing Units, within said Social Housing Units Air Space Parcel, with rents secured at or below Affordable Rents and with a second Social Housing Units Air Space Parcel to contain 22 Social Housing Units, on the fifth and sixth floor, with a minimum of 30% of the said 22 Social Housing Units (7 Social Housing Units) rented below rents that are affordable to households with an income of no more than the Housing Income Limit and the remaining 70% of the said 22 Social Housing Units secured with rents at or below Affordable Rents, all as set out in, and in compliance with, the Social Housing Condition and if the New Building is destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "Replacement Social Housing Unit") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term, the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;

- (e) throughout the Term:
  - (i) a minimum of 15 of the Social Housing Units will be rented no higher than the Applicable HIL Rent Rate in effect from time to time; and
  - (ii) the remaining Social Housing Units will be rented at rates at or below Affordable Rents in effect from time to time;

unless otherwise agreed in writing by the City;
- (f) 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 Social Housing Unit in an airspace parcel to be sold or otherwise transferred unless:
  - (i) every Social Housing Unit within an airspace parcel is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
  - (ii) the transferee complies with Section 9.8;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, 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;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), 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;
- (i) throughout the Term, it will insure, or cause to be insured, the Lands and 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 provided; however; that notwithstanding the foregoing, following subdivision of the Lands and the New Building by air space parcel subdivision in accordance with Article 3, the Owner of each air space parcel will become responsible only for insuring, managing and maintaining the units in its air space parcel and the definition of New Building will thereupon be amended to apply only to that portion of the New Building within each such air space parcel;
- (j) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof 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; and

- (k) as of the Effective Date, the rents proposed to be charged by the Owner to the first occupants of the Social Housing Units, following issuance of the Occupancy Permit, are as set forth in the rent roll attached hereto as Schedule A; and

**ARTICLE 3  
SUBDIVISION OF THE LANDS AND THE NEW BUILDING**

**3.1 Notwithstanding Section 2.1(g):**

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, 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, to enable:
  - (i) 24 Social Housing Units to be contained within one air space parcel and 22 Social Housing Units to be contained in a second air space parcel; and
  - (ii) other components of the Development to be contained within one or more air space parcel(s) or a remainder parcel, subject to the terms of the Social Housing Condition;
- (b) following such a subdivision and the issuance of a final occupancy permit for the Social Housing Units Air Space Parcels, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the Social Housing Units Air Space Parcels, 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 Social Housing Units or in respect of the Social Housing Units Air Space Parcel 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.

**3.2 Following such subdivision and partial discharge, this Agreement will be read and applied so that the obligations herein will apply only to any parcel in which Social Housing Units are contained.**

**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, that:

- (a) the Lands 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, any part of the Development and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for any part of the Development until such time as:
    - A. an Occupancy Permit can be issued, subject to this Article 4, for the entire Development and all its component parts and facilities subject to this Article 4;
    - B. the Owner has subdivided the New Building to create two Social Housing Units Air Space Parcels pursuant to the terms of this Agreement and the Social housing Condition; and
    - C. a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit on either a per unit or a per square foot basis, and the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and
    - D. proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect, in form and substance satisfactory to the City;
  - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any part of the Development, notwithstanding completion of construction of the Development until such time the Owner has complied with the provisions of Section 4.1(a)(i). Notwithstanding the foregoing, the use restriction does not apply to fixturing of commercial space by the commercial tenants provided there is no occupancy of said space; and
- (b) without limiting the general scope of Article 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

**ARTICLE 5  
RECORD KEEPING**

5.1 The Owner will keep accurate records pertaining to the use and occupancy of:

- (a) the Social Housing Units; and
- (b) following subdivision by air space subdivision plan, the units within its Social Housing Units Air Space Parcel,

in each case, as applicable. Such records will be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to the privacy of such information.

#### ARTICLE 6 ENFORCEMENT

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

#### ARTICLE 7 RELEASE AND INDEMNITY

- 7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building;
- 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 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

## 7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.2(b) and

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

timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

## ARTICLE 8 NOTICES

- 8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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 General Manager of Community Services and the Director of Legal Services

- (b) If to the Owner:

Oakridge Lutheran Church  
585 West 41st Avenue  
Vancouver, B.C. V5Z 2M7

With cc to:

Oakridge Lutheran Church  
c/o Catalyst Community Developments Society  
90 - 245 Carrall Street  
Vancouver, B.C. V6B 6E3

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 9 MISCELLANEOUS

- 9.1 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. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 9.8, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 9.2 Agreement to be a First Charge. 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 sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.



- 9.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the Director of Legal Services, over its mortgage), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the applicable obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 9.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the Director of Legal Services, over its mortgage).
- 9.9 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.
- 9.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

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

9.11 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.

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

# SCHEDULE A – RENT ROLL

## Rent Roll

Unit #	Type of Unit (# of bedrooms)	Size of Unit (net)	Maximum Monthly Rental Rate (in March 2017)
1	Studio	417-433sf	\$963
2	Studio	417-433sf	\$963
3	Studio	417-433sf	\$963
4	Studio	417-433sf	\$963
5	Studio	417-433sf	\$963
6	Studio	417-433sf	\$963
7	Studio	417-433sf	\$963
8	Studio	417-433sf	\$963
9	Studio	417-433sf	\$963
10	Studio	417-433sf	\$1,496
11	Studio	417-433sf	\$1,496
12	Studio	417-433sf	\$1,496
13	Studio	417-433sf	\$1,496
14	Studio	417-433sf	\$1,496
15	Studio	417-433sf	\$1,496
16	Studio	417-433sf	\$1,496
17	Studio	417-433sf	\$1,496
18	Studio	417-433sf	\$1,496
19	1-Bedroom	536-541sf	\$1,063
20	1-Bedroom	536-541sf	\$1,063
21	1-Bedroom	536-541sf	\$1,063
22	1-Bedroom	536-541sf	\$1,063
23	1-Bedroom	536-541sf	\$1,922
24	1-Bedroom	536-541sf	\$1,922
25	1-Bedroom	536-541sf	\$1,922
26	1-Bedroom	536-541sf	\$1,922
27	1-Bedroom	536-541sf	\$1,922
28	1-Bedroom	536-541sf	\$1,922
29	1-Bedroom	536-541sf	\$1,922
30	1-Bedroom	536-541sf	\$1,922
31	2-Bedroom	718-816sf	\$1,300
32	2-Bedroom	718-816sf	\$1,300
33	2-Bedroom	718-816sf	\$2,539
34	2-Bedroom	718-816sf	\$2,539
35	2-Bedroom	718-816sf	\$2,539

36	2-Bedroom	718-816sf	\$2,539
37	2-Bedroom	718-816sf	\$2,539
38	2-Bedroom	718-816sf	\$2,539
39	2-Bedroom	718-816sf	\$2,539
40	2-Bedroom	718-816sf	\$2,539
41	2-Bedroom	718-816sf	\$2,539
42	2-Bedroom	718-816sf	\$2,539
43	2-Bedroom	718-816sf	\$2,539
44	2-Bedroom	718-816sf	\$2,539
45	2-Bedroom	718-816sf	\$2,539
46	2-Bedroom	718-816sf	\$2,539

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA5830211 and the Assignment of Rents registered under number CA5830222;
- (b) "Existing Chargeholder" means Vancity Community Foundation;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (a) consents to the Owner granting the New Charge to the City; and
- (b) 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 & Development By-law  
Regarding I-4 (Historic Industrial) District Schedule**

After a public hearing on January 26, 2017, February 7, 2017, March 28, 2017 and April 11, 2017, Council resolved to amend the Zoning and Development By-law regarding I-4 (Historic Industrial) District Schedule. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
May 2, 2017

Zoning & Development By-law amending by-law  
Regarding I-4 (Historic Industrial) District Schedule



BY-LAW NO. \_\_\_\_\_

**A By-law to amend the Zoning & Development By-law  
Regarding I-4 (Historic Industrial) District Schedule**

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

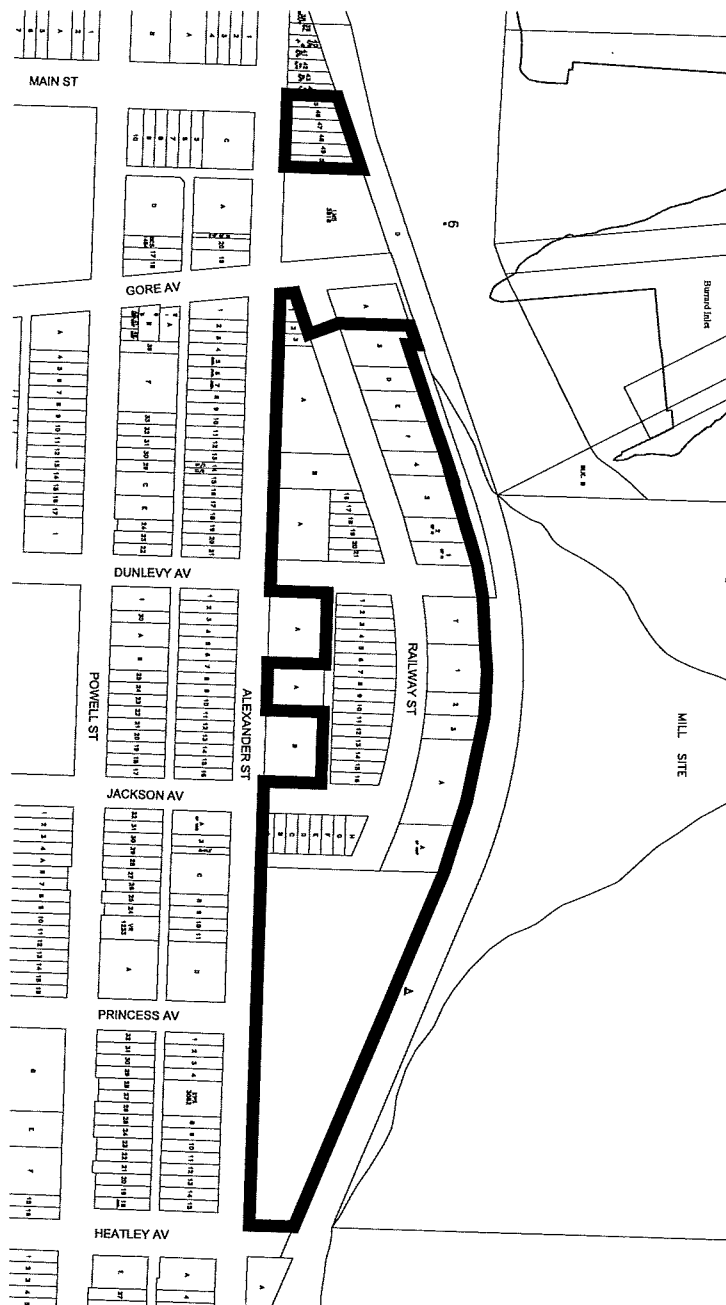
1. This by-law amends the indicated provisions of the Zoning and Development By-law.
2. In section 2 Definitions under manufacturing uses, in alphabetical order, Council adds the following definition:

“Creative Products Manufacturing”, which means the use of premises for the creation, development, prototyping and ancillary marketing of products produced in a physical or digital form that are the result of a customised design process, including but not limited to: clothing design, furniture design, industrial product design, technological equipment design, and similar uses.”
3. 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-718 (b) attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D to By-law No. 3575.
4. Council amends the Zoning and Development By-law by adding to it the I-4 District Schedule (Historic Industrial District) which is attached to this By-law as Schedule B.
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 \_\_\_\_\_, 2017

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



The properties outlined in black ( **—** ) are rezoned:  
From **M-2** to **I-4**

**Z-718 (b)**

**RZ – (Historic Industrial) District**

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2016-11-22



## **Schedule B**

### **I-4 District Schedule (Historic Industrial District)**

#### **1 Intent**

Railtown is one of the city's original industrial districts. The precinct has a distinct industrial character defined by its collection of historic building forms, building material, proximity to the Port of Vancouver and unique street pattern.

The intent of this schedule is to permit industrial and other uses that are generally incompatible when situated in or near residential districts but are beneficial because they provide industrial employment opportunities and serve a useful or necessary function in the city. One of the industrial uses that is permitted is creative products manufacturing. A limited number of office uses compatible with or complementing light industrial uses are also permitted. The retention or conservation of historic buildings and features is encouraged.

#### **2 Outright Approval Uses**

2.1 Subject to all other provisions of this by-law and to compliance with section 2.3 and the regulations of this schedule, the uses noted in section 2.2 are permitted in this district and will be issued a permit.

##### **2.2 Uses**

##### **2.2.A**

- Accessory Buildings customarily ancillary to any of the uses listed in this schedule, provided that:
  - (a) no accessory building exceeds 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height level between the eaves and the ridge of a gable, hip or gambrel roof, provided that no portion of an accessory building may exceed 4.6 m in height;
  - (b) the total floor area, measured to the extreme outer limits of the building, of all accessory buildings is not greater than 10 percent of the total area of the site.
- Accessory Uses customarily ancillary to any of the outright uses listed in this section, except that accessory retail use:
  - (a) may not be combined with wholesale use;
  - (b) is limited to the lesser of 33 1/3 percent or 500 m<sup>2</sup> of the gross floor area of the principal and accessory uses combined;
  - (c) must be separated by a wall from the floor area used for all other uses; and
  - (d) all uses other than accessory retail use must be inaccessible to the public.

## 2.2C [Cultural and Recreational]

- Artist Studio - Class A and Artist Studio - Class B, except that either use must not be combined with a Residential Unit and the change in use must only apply to floor area existing as of *[date of enactment]* and any additions are limited to no more than 10 percent of existing floor area.
- Arts and Culture Indoor Event.

## 2.2M [Manufacturing]

- Bakery Products Manufacturing.
- Batteries Manufacturing.
- Chemicals or Chemical Products Manufacturing - Class B
- Clothing Manufacturing.
- Creative Products Manufacturing.
- Dairy Products Manufacturing.
- Electrical Products or Appliances Manufacturing.
- Food or Beverage Products Manufacturing - Class B.
- Furniture or Fixtures Manufacturing.
- Ice Manufacturing.
- Information Communication Technology Manufacturing.
- Jewellery Manufacturing.
- Leather Products Manufacturing.
- Machinery or Equipment Manufacturing.
- Metal Products Manufacturing - Class B.
- Miscellaneous Products Manufacturing - Class B.
- Motor Vehicle Parts Manufacturing.
- Non-metallic Mineral Products Manufacturing - Class B.
- Paper Products Manufacturing.
- Plastic Products Manufacturing.
- Printing or Publishing.
- Rubber Products Manufacturing.
- Shoes or Boots Manufacturing.
- Textiles or Knit Goods Manufacturing.
- Tobacco Products Manufacturing.
- Transportation Equipment Manufacturing.
- Wood Products Manufacturing - Class B.

## 2.2.S [Service]

- Animal Clinic.
- Catering Establishment.
- Laundry or Cleaning Plant.
- Motor Vehicle Repair Shop.
- Production or Rehearsal Studio.
- Repair Shop - Class A.
- School - Vocational or Trade.

- Work Shop.

#### 2.2.T [Transportation and Storage]

- Cold Storage Plant.
- Packaging Plant.
- Storage Warehouse.

#### 2.2.U [Utility and Communication]

- Public Utility.
- Radiocommunication Station.

#### 2.2.W [Wholesale]

- Wholesaling - Class A.
- Wholesaling - Class B. Provided that the gross floor area does not exceed 500 m<sup>2</sup>.

### 2.3 Conditions of Use

2.3.1 No use listed in section 2.2 of this schedule shall involve the bulk storage of vegetable oil or fat; fish oil or meal; scrap; junk; lime; fertilizer; explosives; matches; industrial chemicals; paints; varnishes; or compressed gas, petroleum, coal tar products or derivatives.

2.3.2 No use listed in section 2.2 of this schedule shall involve the keeping of live animals, live poultry or other fowl, except Animal Clinic.

## 3 Conditional Approval Uses

3.1 Subject to all other provisions of this by-law, including section 3.3 and the regulations of this schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2, subject to such other conditions as the Director of Planning or the Development Permit Board may decide, provided that the Director of Planning or the Development Permit Board first considers:

- the intent of this schedule and all applicable policies and guidelines adopted by Council; and
- the submission of any advisory group, property owner or tenant.

### 3.2 Uses

#### 3.2.A

- Accessory Buildings customarily ancillary to any of the uses listed in this schedule, provided that:
  - no accessory building exceeds 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to

the mean height level between the eaves and the ridge of a gable, hip or gambrel roof, provided that no portion of an accessory building may exceed 4.6 m in height; and

- (b) the total floor area, measured to the extreme outer limits of the building, of all accessory buildings is not greater than 10 percent of the total area of the site.

- Accessory Uses customarily ancillary to any of the uses listed in this section, other than as provided in section 2.2.A, except that accessory retail use:

- (a) may not be combined with wholesale use;
- (b) is limited to the lesser of 33 1/3 percent or 500 m<sup>2</sup> of the gross floor area of the principal and accessory uses combined;
- (c) must be separated by a wall from the floor area used for all other uses; and
- (d) all uses other than accessory retail use must be inaccessible to the public.

### 3.2.C [Cultural and Recreational]

- Park or Playground.
- Artist Studio - Class B, including a Residential Unit and the change in use must only apply to floor area existing as of *[date of enactment]* and any additions are limited to no more than 10 percent of existing floor area.

### 3.2.D Deposition or extraction of material so as to alter the configuration of the land.

### 3.2.DW [Dwelling]

- Dwelling Unit for a caretaker or watchman or other person similarly employed, if such dwelling unit is considered to be essential to the operation of the business or establishment.
- Residential Unit associated with and forming an integral part of an Artist Studio - Class B, subject to the provisions of section 11.19 of this By-law.

### 3.2.I [Institutional]

- Ambulance Station.
- Child Day Care Facility.
- Public Authority Use.
- Social Service Centre.

### 3.2.M [Manufacturing]

- Brewing or Distilling.
- Chemical Products Manufacturing - Class A.
- Food or Beverage Products Manufacturing - Class A.
- Linoleum or Coated Fabrics Manufacturing.

- Metal Products Manufacturing.
- Miscellaneous Products Manufacturing.
- Non-metallic Mineral Products Manufacturing - Class A.
- Rubber Manufacturing.
- Vegetable Oil Manufacturing.
- Wood Products Manufacturing - Class A.

#### 3.2.O [Office]

- General office, but not including the offices of accountants, lawyers and notary publics, real estate, advertising, insurance, travel and ticket agencies.
- Digital Entertainment Information and Communication Technology.

#### 3.2.P [Parking]

- Parking Uses.

#### 3.2.R [Retail]

- Farmers' Market.  
*Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity.*
- Public Bike Share.
- Retail Store, but limited to:
  - Retail Store for the renting of merchandise in which the exclusive use of at least 50 percent of the gross floor area is for the storage of inventory.
  - Limited Service Food Establishment, which means the use of premise for the primary purpose of selling, or selling and serving, prepared food to the public during all hours of operation, where the premises include not more than 16 indoor or outdoor seats for customers consuming food purchased on the premises, but where customers may also purchase food for take-out, and where live entertainment is not available.
  - Accessory Retail Use.

#### 3.2.S [Service]

- Laboratory.
- Motor Vehicle Wash.
- Photofinishing or Photography Laboratory.
- Photofinishing or Photography Studio.
- Print Shop.
- Repair Shop - Class B.
- Restaurant - Class 1.
- Sign Painting Shop.

### 3.2.T [Transportation and Storage]

- Storage Yard, provided it is enclosed by a suitable fence which is painted and neatly maintained at all times.
- Taxicab or Limousine Station.
- Truck Terminal or Courier Depot.
- Weighing or Inspection Station.
- Works Yard.

### 3.2.U [Utility and Communication]

- Public Utility, other than as provided for in section 2.2.U of this Schedule.
- Recycling Depot.

### 3.2.W [Wholesale]

- Lumber and Building Materials Establishment.

### 3.2.Z

- Any other use which is not specifically listed and defined as a use in section 2 of this by-law but which the Director of Planning or Development Permit Board considers comparable in nature to the uses listed in this schedule, having regard to the intent of this schedule.
- A use which is listed in section 2.2 of this schedule but does not comply with the conditions of use in sections 2.3.1 or 2.3.2.

## 3.3 Conditions of Use

- 3.3.1 Lounge use accessory to Brewing or Distilling use must be carried on wholly within an enclosed building.

## 4 Regulations

All uses approved under sections 2 and 3 of this district schedule are subject to the following regulations.

- 4.1 **Site Area** -- Not Applicable.

- 4.2 **Frontage** -- Not Applicable.

- 4.3 **Height**

- 4.3.1 The maximum permitted height of a building is 30.5 m.

- 4.4 **Front Yard and Setback**

- 4.4.1 No front yard is required.

#### **4.5 Side Yards and Setbacks**

4.5.1 No side yard is required.

#### **4.6 Rear Yard and Setback**

4.6.1 A rear yard with a minimum depth of 3.1 m must be provided, except that where the rear of the site abuts a lane, this required minimum depth must be decreased by the lane width between the rear property line and the ultimate centre line of the lane.

4.6.2 The Director of Planning or the Development Permit Board, may waive the requirement to provide a rear yard if the Director of Planning or the Development Permit Board is satisfied that the site is located within an area where rear access to the site and adjacent sites is not likely to be required and the site is sufficiently large to provide adequate open space.

#### **4.7 Floor Area and Density**

4.7.1 Floor space ratio must not exceed 5.0, but:

- (a) for Manufacturing uses, Transportation and Storage uses, Wholesaling - Class A, Wholesaling - Class B, or Artist Studio - Class B, the maximum permitted floor space ratio shall be 5.0;
- (b) for Production or Rehearsal Studio, Office and all other uses not listed in section 4.7.1 (a), the maximum permitted floor space ratio shall be 2.5 combined, and the following limitation applies:
  - (i) for Office uses and all other uses not listed in section 4.7.1 (a), the maximum permitted floor space ratio shall be 1.0 combined, and the floor area for Office use must not exceed 25 percent of the gross floor area of all principal and accessory uses combined;
- (c) for Production or Rehearsal Studio, Office and all other uses not listed in section 4.7.1 (a), the maximum permitted floor space ratio in a building existing as of [bylaw adoption date] shall be 3.0 combined, and the following limitation applies;
  - (i) for Office uses and all other uses not listed in 4.7.1 (a), the maximum permitted floor space ratio shall be 1.5 combined, and the floor area for Office use must not exceed 33 1/3 percent of the gross floor area of all principal and accessory uses combined;
- (d) the floor area in Retail uses, including accessory retail, must not exceed 500 m<sup>2</sup>;
- (e) the floor area in Restaurant - Class 1 use must not exceed 150 m<sup>2</sup>; and
- (f) the floor area for a lounge use accessory to a Brewing or Distilling use must not exceed 80 m<sup>2</sup>.

4.7.2 Computation of floor area must include all floors of all buildings including accessory buildings, both above and below ground level, to be measured to the extreme outer limits of the building.

**4.7.3 Computation of floor area must exclude:**

- (a) 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:
  - (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; or
  - (ii) are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length;
- (b) amenity areas for the social and recreational enjoyment of employees or for providing a service to the public, including facilities for general fitness, general recreation and child day care facility, provided that:
  - (i) the total area excluded must not exceed the lesser of 20 percent of the permitted floor area or 100 m<sup>2</sup>; and
  - (ii) in the case of a child day care facility, the Director of Planning on the advice of the Director of Social Planning is satisfied that there is a need for a child day care facility in the building or in the immediate neighbourhood; and
- (c) storage area associated with an Artist Studio - Class B where the storage area is provided below base surface, to a maximum exclusion of 20 m<sup>2</sup>.

**4.8 Site Coverage -- Not Applicable.**

**4.9 [Deleted -- see Parking By-law.]**

**4.10 Horizontal Angle of Daylight -- Not Applicable.**



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1661 Davie Street**

Development Application DE419982 was considered by the Development Permit Board at its Meeting on July 25, 2016 and it was resolved that the Board approve the application on the condition that, among other things, 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 Chief Housing Officer, prior to issuance of the Development Permit. 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  
May 2, 2017

1661 Davie Street

BY-LAW NO. **ABF**

**A By-law to enact a Housing Agreement  
for 1661 Davie 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:

No PID

Lot 1  
Block 61  
District Lot 185  
Group 1  
New Westminster District  
Plan EPP70500

in substantially the form and substance of the 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       , 2017

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

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

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.230, 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)

MACKENZIE FUJISAWA LLP

Barristers and Solicitors

1600 - 1095 West Pender Street

Vancouver

BC V6E 2M6

Tel: 604-689-3281 LTO #10479

File: C6103-000 Housing Agreement

Attn: Ken V. Krohman / clv

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT 1 BLOCK 61 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER  
DISTRICT PLAN EPP70500

STC? YES

Related Plan Number: EPP70500

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) ☒ Filled 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):

SNOWCAT PROPERTY HOLDINGS LIMITED, INC. NO. A0090224

THE CROWN IN RIGHT OF BRITISH COLUMBIA, AS TO PRIORITY

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

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)

*Fred Santini*  
Fred Santini, B.A., LL.B.  
Barrister and Solicitor  
CROMBIE REIT  
5935 Airport Road, Suite 810  
Mississauga, Ontario L4V 1W5  
Telephone: 905-614-5445.

Execution Date		
V	M	D
17	04	18

Transferor(s) Signature(s)

SNOWCAT PROPERTY HOLDINGS LIMITED

by its authorized signatory(ies):

*Cheryl Fraser*  
Name: Cheryl Fraser

Name:

*Trevor Lee*  
Name: Trevor Lee

## OFFICER CERTIFICATION:

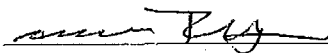
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

LAND TITLE ACT  
FORM D

## EXECUTIONS CONTINUED

PAGE 2 of 3 PAGES

Officer Signature(s)

  
 Alexandra R. Henley  
 Barrister & Solicitor

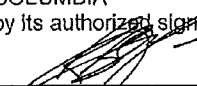
 MINISTRY OF JUSTICE  
 LEGAL SERVICES BRANCH  
 1301 - 865 HORNBY STREET  
 VANCOUVER, BRITISH COLUMBIA  
 V6Z 2G3 604-660-0175

Execution Date

Y	M	D
17	04	20
17		

Transferor / Borrower / Party Signature(s)

 THE CROWN IN RIGHT OF BRITISH  
 COLUMBIA  
 by its authorized signatory(ies):

  
 Name: BLAIN R. LAWSON

Name:

 CITY OF VANCOUVER  
 by its authorized signatory(ies):

Name:

Name:

## OFFICER CERTIFICATION:

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

FORM E\_V22

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 3 OF 3 PAGES

NATURE OF INTEREST  
Covenant

CHARGE NO.

ADDITIONAL INFORMATION  
Entire Instrument

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION  
Priority Agreement granting above Section 219  
Covenant priority over Lease BL89707 and  
modified by BE1314403

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
(MARKET RENTAL)  
1661 Davie Street

WHEREAS:

- A. It is understood and agreed that this Instrument and Agreement will be read as follows:
- (i) the Transferor, SNOWCAT PROPERTY HOLDINGS LIMITED, 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 and beneficial owner of the Lands;
- C. The Owner made an application for a development permit under the Development Permit Application and the City has approved the Development Permit Application subject to, among other things, fulfilment of the condition that prior to issuance of the Development Permit, the Owner make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement and/or Section 219 Covenant securing all residential units (currently expected to number 319 units) as rental housing for the longer of 60 years and the life of the New Building, and subject to other conditions set forth prior to development approval in principle letter of July 25, 2016 (the "Market Rental Housing Condition"); and
- D. The Owner is entering into this Agreement to satisfy the Market Rental Housing Condition.

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

ARTICLE 1  
DEFINITIONS AND INTERPRETATION

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

- (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (d) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "Commercial Unit" means any unit in the New Building (including, without limitation, retail stores, liquor stores and grocery stores and all amenity areas and facilities related thereto including parking areas) which is not a Market Rental Housing Unit;
- (g) "Development Permit" means any development permit issued by the City pursuant to the Development Permit Application;
- (h) "Development Permit Application" means development application DE419982;
- (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) "Discharge" has the meaning ascribed to that term in Section 6.1(b);
- (k) "Discharge Date" means the date upon which the Owner files the Discharge with the Land Title Office;
- (l) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (m) "General Manager of Community Services" means the chief administrator from time to time of the Community Services Department of the City and his/her successors in function and their respective nominees;
- (n) "High-Density Housing for Families With Children Guidelines" means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (o) "Housing Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (p) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (q) "Lands" means the lands legally described in Item 2 of the attached Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;

- (r) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (s) "Market Rental Housing" means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation 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;
- (t) "Market Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (u) "Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(b) and "Market Rental Housing Unit" means any one of such units;
- (v) "Market Rental Housing Units Parcel" has the meaning ascribed to that term in Section 6.1(a);
- (w) "New Building" means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (x) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (y) "Owner" means the Transferor, Snowcat Property Holdings Limited, and all assigns, successors and successors in title to the Lands or any part thereof;
- (z) "Quantity Surveyor" means the quantity surveyor appointed by the Owner or the construction lender for the development in respect of which the Development Permit has been issued, to oversee and comment on the construction of the development in relation to, *inter alia*, budgeted cost;
- (aa) "Related Person" means, where the registered or beneficial owner of the Market Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
    - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or



- (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (bb) "Residential Tenancy Act" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (cc) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (dd) "Vancouver" has the meaning ascribed to that term in Recital A(ii); and
- (ee) "Vancouver Charter" means the Vancouver Charter S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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

have the effect of supplementing or superseding such statutes, by-laws and regulations.

- (g) Time. Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2  
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (a) throughout the Term:
- (i) prior to the Discharge Date, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
  - (ii) after the Discharge Date, the Market Rental Housing Units and the Market Rental Housing Units Parcel will not be used in any way that is inconsistent with the terms of this Agreement;
  - (iii) at its sole cost and expense, it will construct, fit and finish and will maintain all 319 Housing Units in the New Building (or such other number of Housing Units as may be approved by the City to reflect an increase or decrease in the number of Housing Units resulting from the reconfiguration of the Housing Units), in accordance with this Agreement, the conditions of the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (b) as of issuance of the Occupancy Permit for the New Building all 319 Housing Units in the New Building (or such other number of Housing Units as may be approved by the City to reflect an increase or decrease in the number of Housing Units resulting from the reconfiguration of the Housing Units) will be used only for the purpose of providing Market Rental Housing (the "Market Rental Housing Units") in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (c) not less than twenty-five percent (25%) of the Market Rental Housing Units will have two (2) or more bedrooms and will be designed to be suitable for families with children and will meet the City's High Density Housing for Families with Children Guidelines;
- (d) it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Market Rental Housing Unit for a term of less than at least 30 consecutive days at a time;

- (e) 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 Market Rental Housing Unit to be sold or otherwise transferred unless title to every Market Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner and subject to Section 8.8;
- (f) it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (g) that any sale of a Market Rental Housing Unit in contravention of the covenant in Section 2.1(e), and any subdivision in contravention of the covenant in Section 2.4(f), 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;
- (h) throughout the Term, it will:
  - (i) prior to the Discharge Date, keep and maintain the New Building and all parts thereof; and
  - (ii) after to the Discharge Date, keep and maintain the Market Rental Housing Units and the Market Rental Housing Units Parcel and all parts thereof,subject to the *Residential Tenancy Act*, in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (i) throughout the Term, if:
  - (i) prior to the Discharge Date, the New Building or any part thereof, is damaged; and
  - (ii) after the Discharge Date, the Market Rental Housing Units are damaged,it will, subject to the *Residential Tenancy Act*, promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred reasonable wear and tear excepted;
- (j) throughout the Term, it will insure, or cause to be insured:
  - (i) prior to the Discharge Date, the New Building; and
  - (ii) after the Discharge Date, the Market Rental Housing Units Parcel;to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands.

ARTICLE 3  
RECORD KEEPING

3.1 The Owner will keep accurate records pertaining to the use and occupancy of the Market Rental Housing Units such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations in respect to privacy of such information.

ARTICLE 4  
RELEASE AND INDEMNITY

4.1 Release and Indemnity. Subject to Section 4.2, the Owner hereby:

(a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

(i) by reason of the City or City Personnel:

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

(ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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 willful 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.
- (c) The indemnities in this Article 4 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

4.2 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 this Section 4.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 4.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 4.2(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 4.2(b); and

- (c) Regardless of whether the claim is being defended under Section 4.2(a) or Section 4.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

4.3 Survival of Release and Indemnities. The release and indemnities in this Article 4 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 5  
OCCUPANCY PERMIT

- 5.1 Occupancy On The Lands. The City acknowledges and agrees that the issuance of the Occupancy Permit for any of the Market Rental Housing Units shall not be a pre-requisite for the issuance by the City of an Occupancy Permit for the Commercial Unit, or any part thereof the construction of which has been completed.
- 5.2 The Owner shall be entitled to apply for and obtain the issuance of an Occupancy Permit upon completion of construction of the Commercial Unit or any part thereof so long as at the time of application for the Occupancy Permit the Market Rental Housing Units shall have been completed to a value of not less than 50% of the budgeted costs of construction of the Market Rental Housing Units as evidenced by a certificate of the Quantity Surveyor.
- 5.3 Upon issuance of an Occupancy Permit for the Commercial Units, the Owner will be entitled to use and occupy such portion of the Lands and New Building in respect of which an Occupancy Permit has been issued, notwithstanding that the Market Rental Housing Units have not been fully completed.
- 5.4 It shall be a condition of the City's obligation to issue an Occupancy Permit for the Commercial Unit that notwithstanding that construction of the Market Rental Housing Units has not been completed, there is safe access to the Commercial Unit including the loading and parking areas of the Property, and the loading and parking areas completed at the time of the request for the Occupancy Permit comply with the loading and parking requirements for the Commercial Unit, all to the satisfaction of the City Engineer.

ARTICLE 6  
SUBDIVISION OF THE LANDS

- 6.1 By Air Space Subdivision Plan. Notwithstanding Section 2.1(f);
  - (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, to the extent required the City will consent to a subdivision of the Lands and the New Building by the deposit of an air space subdivision plan, provided that all the Market Rental Housing Units will thereafter be contained within a single air space parcel (the "Market Rental Housing Units Parcel"); and
  - (b) following such a subdivision, the Owner may apply to the City for a partial discharge of this Agreement (the "Discharge") with respect to any parcel other than the Market Rental Housing Units Parcel, and the City will on request of the Owner execute and deliver a registrable Discharge in respect of such other parcel(s) provided, that:
    - (i) - the Director of Legal Services is satisfied that the Discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Market Rental Housing Units,

or in respect of the Market Rental Housing Units Parcel, pursuant to this Agreement;

- (ii) the 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 the Discharge; and
- (iv) the preparation and registration of the Discharge will be without cost to the City.

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

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

If to the City, addressed to:

City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

Attention: City Clerk, with concurrent copies to the General Manager of Community Services and the Director of Legal Services

If to the Owner, addressed to:

Snowcat Property Holdings Limited  
610 East River Road, Suite 200  
New Glasgow, Nova Scotia  
B2H 3S2

Attention: Senior Vice President Western Canada

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 will be covenants the burden of which will run with and will bind the Lands and will attach thereto except that upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 8.8, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any 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 any rezoning or any Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other



right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

8.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.

8.8 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), and subject always to Sections 2.1(e) and 2.1(f):

- (a) prior to the Discharge Date, the Owner of the Lands and the New Building; or
- (b) after the Discharge Date, the Owner of the Market Rental Housing Units Parcel and the Market Rental Housing Units;

will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of such Owner under this Agreement. The provisions in this Section 8.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

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

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Lease registered under number BL89707 and modified by BB1314403;
- (b) "Existing Chargeholder" means The Crown In Right of British Columbia;
- (c) "New Charges" means the Section 219 Covenants contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (a) consents to the Owner granting the New Charges to the City; and
- (b) agrees with the City that the New Charges charge 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 Charges, 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: 1755 West 14th Avenue**

Following the public hearing on January 19 and 21, 2016, Council gave conditional approval to the rezoning of the site at 1755 West 14th Avenue at Regular Council Meeting on February 2<sup>nd</sup>, 2016. 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  
May 2, 2017

1755 West 14th Avenue

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-698 (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 show within the heavy black outline on Schedule A is CD-1 (661).

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

- (a) Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

**Number of buildings on site**

3.1 Two principal buildings are permitted on this site.

**Conditions of use**

4.1 The design and lay-out 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".

## Density

5.1 Computation of floor space ratio must assume that the site consists of 5,226 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, and before any lane dedications.

5.2 The floor space ratio for all uses must not exceed 3.45, except that:

- (a) the floor area of the building existing on the site as of [*date of enactment of by-law*] must not be increased; and
- (b) all new buildings on the site must not exceed the lesser of 1.47 floor space ratio, or a floor area of 7,680 m<sup>2</sup>.

5.3 Computation of floor area must include:

- (a) all floors, including earthen floors, measured to the extreme outer limits of the buildings; 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.

5.4 Computation of floor area 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:
  - (i) the total area of all such exclusions must not exceed 12% of the permitted floor area,
  - (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, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) amenity areas, including recreation facilities and meeting rooms, except that the total excluded area is not to exceed 10 % of the permitted floor area.
- (e) 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;
- (f) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (g) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there is to be no exclusion for any of the residential storage area above base surface for that unit;
- (h) bicycle storage at or below base surface, except there must be a secured and separate bicycle room equipped with bicycle racks capable of storing at least one bicycle for every four dwelling units; and
- (i) the top landing of any stair that opens on to a rooftop deck and leads to a mechanical, storage or service area, and the mechanical, storage or service area accessed by that stair.

5.5 The use of floor area excluded under section 5.4 must not include any use other than that which justified the exclusion.

#### **Building height and length**

6.1 Building height, measured above base surface to the top of the parapet, must not exceed 36.6 m.

6.2 Section 10.11 of the Zoning and Development By-law is to apply to this By-law, except that the Director of Planning may permit a greater height than otherwise permitted for mechanical appurtenances such as elevator machine rooms.

#### **Building setbacks**

7.1 The front yard setback must be a minimum of 6.1 m.

7.2 The rear yard setback must be a minimum of 7.65 m.

7.3 The west side yard setback for a new building adjacent to Burrard Street must be a minimum of 6.6 m measured from the Burrard Street Building Line.

#### **Horizontal angle of daylight**

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

8.2 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.

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 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 the unobstructed view is not less than 3.7 m.

8.5 An obstruction referred to in section 8.2 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 (661).

8.6 A habitable room referred to in section 8.1 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 m<sup>2</sup>.

## Acoustics

9. A development permit application will 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

10. 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

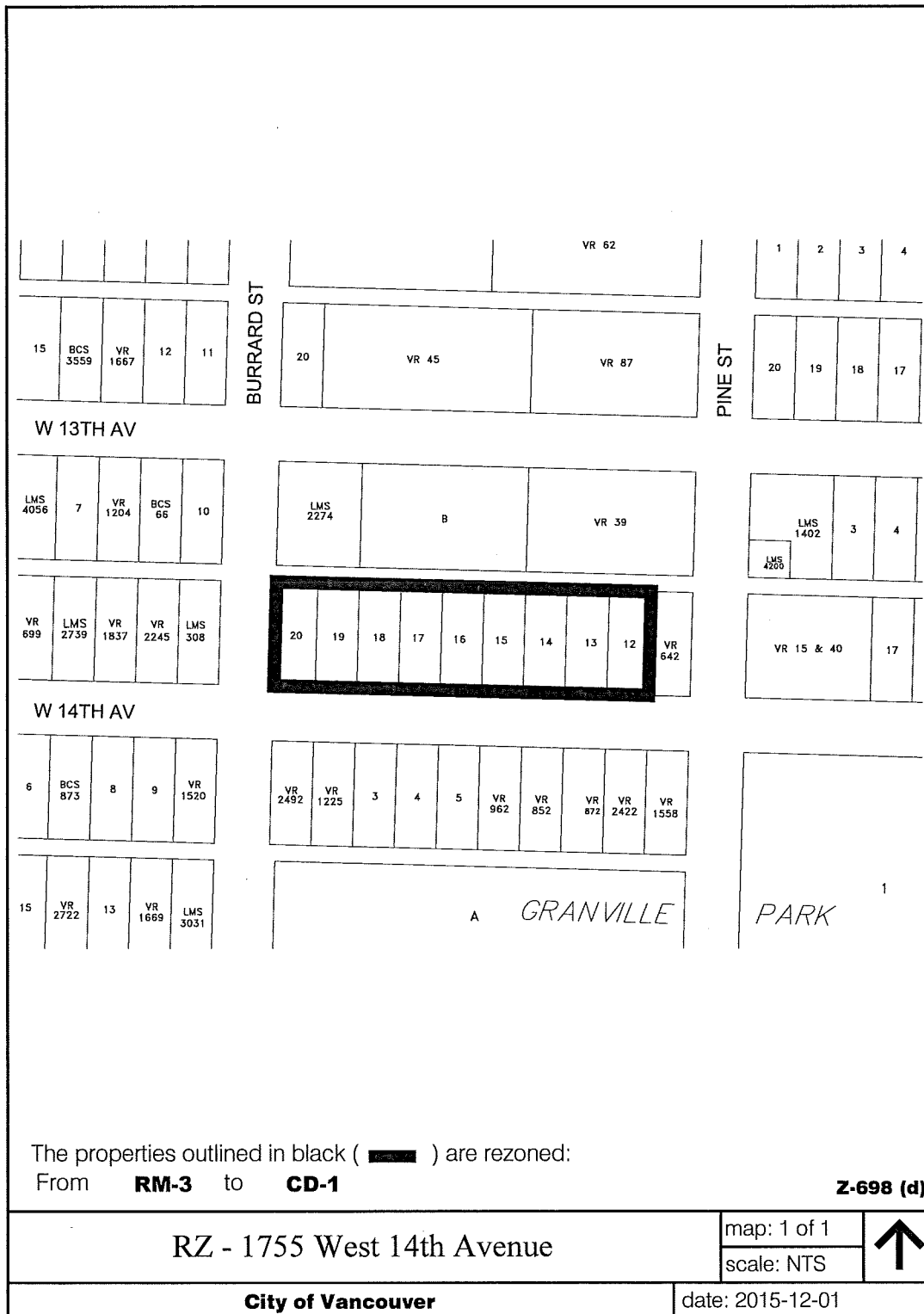
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2017

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**Schedule A**



**EXPLANATION****By-law to amend the Zoning & Development By-law regarding  
Mount Pleasant Industrial Area**

After a public hearing on January 26, 31, and February 7, 2017, Council resolved to amend the Zoning and Development By-law regarding Mount Pleasant Industrial Area. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
May 2, 2017

Mount Pleasant Industrial Area  
Amendments to the Zoning and Development By-law  
Regarding Four Blocks East of Quebec Street  
Between 2nd Avenue and 6th Avenue



BY-LAW NO. \_\_\_\_\_

**A By-law to amend the Zoning & Development By-law regarding  
Mount Pleasant Industrial Area**

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law.
2. In Section 2, Definitions Council:
  - (a) strikes out the definitions of “Electrical Products or Appliances Manufacturing”, “General Office”, “Information Technology”, and “Software Manufacturing”;
  - (b) adds the following definitions, in alphabetical order:

**“Digital Entertainment and Information Communication Technology** means the use, design or development of technology to process digital information and/or deliver a broad range of digital products and services, including but not limited to business applications, data security, data storage, management and processing, entertainment and gaming, interactive educational, communications, e-commerce, social media, software and mobile applications, and may include the use of information technology and telecommunications infrastructure, for hosting, storing and processing digital media, information and applications;”
  - (c) under Manufacturing Uses adds the following definitions, in alphabetical order:

**“Electrical Products or Appliances Manufacturing**, which means the use of premises for the manufacturing or remanufacturing of small electrical appliances, both electrical and non-electrical major household appliances, lighting fixtures, table or floor lamps, radios, televisions, small component electrical or electronic equipment, electric wire or cable, or transmission cable, but does not include Batteries Manufacturing or Motor Vehicle Parts Manufacturing;”

**“Information Communication Technology Manufacturing** means the production of electrical, electronic or communications equipment, including but not limited to computer-enabled devices, computer hardware, infrastructure, semiconductors, fibre cables and telecommunications equipment;” and
  - (d) under Office Uses, adds the following definition in alphabetical order:

“General Office, which means the use of premises for any office use, including Digital Entertainment and Communication Information Technology but does not include Financial Institution, Health Care Office or Health Enhancement Centre;”.

3. In the I-3 District Schedule, under Section 2.2.0 [Office] Council strikes out:

“

- General Office, but limited to Information Technology”

and substitutes:

“

- General Office, but limited to Digital Entertainment and Information Communication Technology”

4. In the MC-1, MC-2, M-1, M-1A, M-1B, M-2, IC-1, IC-2, IC-3, I-1, I-2, I-3 District Schedules, Council strikes out Software Manufacturing as a permitted use under Section 2.2 M or 2.2.1 M, and substitutes “Information Communication Technology Manufacturing”.

5. 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 plans attached as Schedules A1, A2 and A3 to this by-law, and incorporates Schedules A1, A2 and A3 into Schedule D to By-law No. 3575.

6. Council amends the Zoning and Development By-law by adding the I-A and I-1B Mount Pleasant Industrial Districts Schedules attached to this By-law as Schedules B1 and B2.

7. Council amends Schedule F for Affordable Housing and Amenity Share Costs of the Zoning and Development By-law by adding the following:

**“Schedule F  
Affordable Housing and Amenity Share Cost Schedule**

<b>Zoning District</b>	<b>Affordable Housing Share Cost</b>	<b>Amenity Share Cost</b>
<b>I-1A</b>		<b>\$64.58 m<sup>2</sup></b>
<b>I-1B</b>		<b>Level 1- \$64.58 per m<sup>2</sup> (to a max FSR of 5.0 above 3.0 FSR)</b>
		<b>Level 2- \$462.85 per m<sup>2</sup> (to a max FSR of 6.0 above 5.0 FSR)</b>

”

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.

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

ENACTED by Council this                      day of                      , 2017


\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

A-1

Schedule A



The properties outlined in black (  ) are rezoned:  
From **I-1** to **I-1A**

**Z-715 (a) (i)**

RZ - Mount Pleasant Industrial Area

map: 1 of 2

scale: NTS



City of Vancouver

date: 2016-11-24





**Schedule A**



## Schedule B1

### I-1A District Schedule

#### 1. Intent

The primary intent of this schedule is to permit light industrial uses, including those with a significant amount of research and development activity, that are generally compatible with one another and with adjoining residential or commercial districts. Complementary commercial uses, including office and retail, with a particular focus on digital entertainment and information communication technology use, are also permitted, subject to the limitations in this schedule.

#### 2. Outright Approval Uses

2.1 Subject to all other provisions of this By-law, and to compliance with section 2.3 and the regulations of this schedule, the uses listed in section 2.2 shall be permitted in these districts and shall be issued a permit.

#### 2.2 Uses

- 2.2.A
- Accessory Buildings customarily ancillary to any of the uses listed in this schedule, except that:
    - (a) an accessory building must not exceed 4.6 m in height, and must not exceed 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height level between the eaves and ridge of a gable, hip, or gambrel roof;
    - (b) an accessory building must be situated in the rear yard no less than 3.1 m from the ultimate centre line of any rear or flanking lane; and
    - (c) an accessory building's total floor area, measured to the extreme outer limits of the building, must not exceed 10% of the total area of the site.
  - Accessory Uses customarily ancillary to any of the uses listed in this section, but not including accessory retail use in conjunction with wholesale uses listed in section 2.2.W, provided that, unless permitted as an outright approval use pursuant to section 2.2 of this schedule, the total floor area of all accessory uses shall not be greater than 33⅓ % of the gross floor area of the principal and accessory uses combined, and provided that the floor area in accessory retail use is separated by a wall from the floor area in other uses which shall be inaccessible to the general public.
- 2.2.C [Cultural and Recreational]
- Artist Studio - Class A, provided that the use must not be combined with a Residential Unit, the change of use must only apply to floor area existing as of [date of enactment] and any additions are limited to no more than 10 % of existing floor area.
  - Arts and Culture Indoor Event.
  - Club.

- 2.2.I [Institutional]
- Church.
- 2.2.M [Manufacturing]
- Bakery Products Manufacturing.
  - Batteries Manufacturing.
  - Chemicals or Chemical Products Manufacturing - Class B.
  - Clothing Manufacturing.
  - Dairy Products Manufacturing.
  - Electrical Products or Appliances Manufacturing.
  - Food or Beverage Products Manufacturing - Class B.
  - Furniture or Fixtures Manufacturing.
  - Ice Manufacturing.
  - Information Communication Technology Manufacturing
  - Jewellery Manufacturing.
  - Leather Products Manufacturing.
  - Miscellaneous Products Manufacturing - Class B.
  - Non-metallic Mineral Products Manufacturing - Class B.
  - Paper Products Manufacturing.
  - Plastic Products Manufacturing.
  - Printing or Publishing.
  - Rubber Products Manufacturing.
  - Shoes or Boots Manufacturing.
  - Tobacco Products Manufacturing.
  - Wood Products Manufacturing - Class B.
- 2.2.R [Retail]
- Gasoline Station - Full Serve.
- 2.2.S [Service]
- Animal Clinic.
  - Catering Establishment.
  - Laboratory.
  - Laundry or Cleaning Plant.
  - Motor Vehicle Repair Shop.
  - Motor Vehicle Wash.
  - Photofinishing or Photography Laboratory.
  - Production or Rehearsal Studio.
  - Repair Shop - Class A.
  - School - Vocational or Trade.
  - Sign Painting Shop.
  - Work Shop.
- 2.2.T [Transportation and Storage]
- Cold Storage Plant.
  - Packaging Plant.
  - Storage Warehouse.
- 2.2.U [Utility and Communication]
- Radiocommunication Station.
- 2.2.W [Wholesale]

- Lumber and Building Materials Establishment.
- Wholesaling - Class A.
- Wholesaling - Class B, provided that floor area does not exceed 1 000 m<sup>2</sup>.

## 2.3 Conditions of Use

2.3.1 All uses listed in section 2.2 of this schedule, except a full-serve gasoline station and a lumber store, shall be carried on wholly within a completely enclosed building, except for off-street parking and loading, heating and mechanical equipment, or other facilities or equipment which in the opinion of the Director of Planning are similar to the foregoing.

2.3.2 No use listed in section 2.2 of this schedule shall involve the bulk storage, pending ultimate distribution off site, of explosives, fireworks, ammunition, matches, or flares; radioactive material; rags or cotton waste; and, except for a full-serve gasoline station, compressed gas, petroleum, coal or tar products or derivatives.

## 3. Conditional Approval Uses

3.1 Subject to all other provisions of this By-law, including section 3.3, and the regulations of this schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2, subject to the conditions of section 3.3, and such other conditions as the Director of Planning or the Development Permit Board may decide, provided that the Director of Planning or the Development Permit Board first considers:

- (a) the intent of this schedule and all applicable policies and guidelines adopted by Council; and
- (b) the submission of any advisory group, property owner or tenant.

## 3.2 Uses

3.2.A

- Accessory Buildings to any of the uses listed in this schedule, except as provided for in section 2.2.A of this schedule.
- Accessory Uses customarily ancillary to any of the uses listed in this section, subject to the same provisions as section 2.2.A of this schedule.
- Accessory Uses customarily ancillary to any of the uses listed in this schedule, other than as provided for in section 2.2.A of this schedule, except that accessory retail use may be approved only in conjunction with manufacturing uses.

### 3.2.AG [Agricultural]

- Urban Farm - Class B.

### 3.2.C [Cultural and Recreational]

- Artist Studio - Class B, provided that the change of use applies to floor area existing as of *[date of enactment]* and additions are limited to a maximum of 10 % of the existing floor area.
- Theatre.

### 3.2.DW [Dwelling]

- Dwelling Unit for a caretaker, watchman or other person or persons similarly employed, if such dwelling unit is considered to be essential to the operation of the business or establishment.
  - Residential Unit associated with and forming an integral part of an Artist Studio - Class B.
- 3.2.I [Institutional]
- Ambulance Station.
  - Public Authority Use.
  - Social Service Centre.
- 3.2.M [Manufacturing]
- Brewing or Distilling.
  - Chemicals or Chemical Products Manufacturing - Class A.
  - Food or Beverage Products Manufacturing - Class A.
  - Linoleum or Coated Fabrics Manufacturing.
  - Machinery or Equipment Manufacturing.
  - Metal Products Manufacturing - Class B.
  - Miscellaneous Products Manufacturing - Class A.
  - Motor Vehicle Parts Manufacturing.
  - Non-metallic Mineral Products Manufacturing - Class A.
  - Rubber Manufacturing.
  - Textiles or Knit Goods Manufacturing.
  - Transportation Equipment Manufacturing.
  - Vegetable Oil Manufacturing.
- 3.2.O [Office]
- General Office.
  - Health Enhancement Centre.
- 3.2.P [Parking]
- Parking Uses.
- 3.2.R [Retail]
- Farmers' Market. *Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity.*
  - Public Bike Share.
  - Vehicle Dealer.
- 3.2.S [Service]
- Auction Hall.
  - Barber Shop or Beauty Salon.
  - Laundromat or Dry Cleaning Establishment.
  - Neighbourhood Public House.
  - Photofinishing or Photography Studio.
  - Print shop.
  - Repair Shop - Class B.
  - Restaurant - Class 1.
  - Restaurant - Class 2.
  - School - Arts or Self-Improvement.
  - School - Business.
- 3.2.T [Transportation and Storage]

- Aircraft Landing Place.
- Storage Yard.
- Taxicab or Limousine Station.
- Truck Terminal or Courier Depot.
- Weighing or Inspection Station.
- Works Yard.

3.2.U [Utility and Communication]

- Public Utility.
- Recycling Depot.

3.2.W [Wholesale]

- Cardlock Fuel Station.
- Wholesaling - Class B, other than as provided for in section 2.2.WH of this Schedule.

- 3.2.Z
- Any other use which is not specifically listed and defined as a use in section 2 of this by-law but which the Director of Planning or Development Permit Board considers comparable in nature to the uses listed in this schedule, having regard to the intent of this district schedule.
  - Any use which is listed in section 2.2 of this schedule but which does not comply with the provisions of section 2.3.1.
  - Any other use which is not specifically listed in this district schedule but which was a legally conforming use existing as of October 25, 1988.

3.3 Conditions of Use

- 3.3.1 All uses listed in section 3.2 of this schedule, except a Cardlock fuel station, vehicle dealer and transportation and storage uses, shall be carried wholly within a completely enclosed building unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding area and adjoining non-industrial districts.
- 3.3.2 No use listed in section 3.2 of this schedule shall involve the bulk storage, pending ultimate distribution off site, of explosives, fireworks, ammunition, matches, or flares; radioactive material; rags or cotton waste; and, except for a Cardlock fuel station, compressed gas, petroleum, coal or tar products or derivatives.
- 3.3.3 No use listed in section 3.2 of this schedule shall involve the storage, other than wholly within a completely enclosed building, of toxic or corrosive chemicals or acids; scrap; fungicides, herbicides or pesticides; paint, varnish, oil shellac or turpentine; grain, hops, or sugar; fish, fish oil or meal, animal oil or fat, or vegetable oil.
- 3.3.4 No use listed in section 3.2 of this schedule shall involve the storage of goods or materials other than wholly within a completely enclosed building unless the yard or portion of the yard containing the goods or materials is enclosed by a suitable fence or wall restricting public access.
- 3.3.5 A Neighbourhood Public House use shall not be located within 300 m of an existing Neighbourhood Public House use.

3.3.6 A Restaurant - Class 2 use shall not be located within 200 m of an existing Restaurant - Class 2 use.

3.3.7 A Lounge use accessory to Brewing or Distilling use shall be carried on wholly within a completely enclosed building.

#### **4. Regulations**

All uses approved under sections 2 and 3 of this schedule shall be subject to the following regulations:

4.1 Site Area -- Not Applicable.

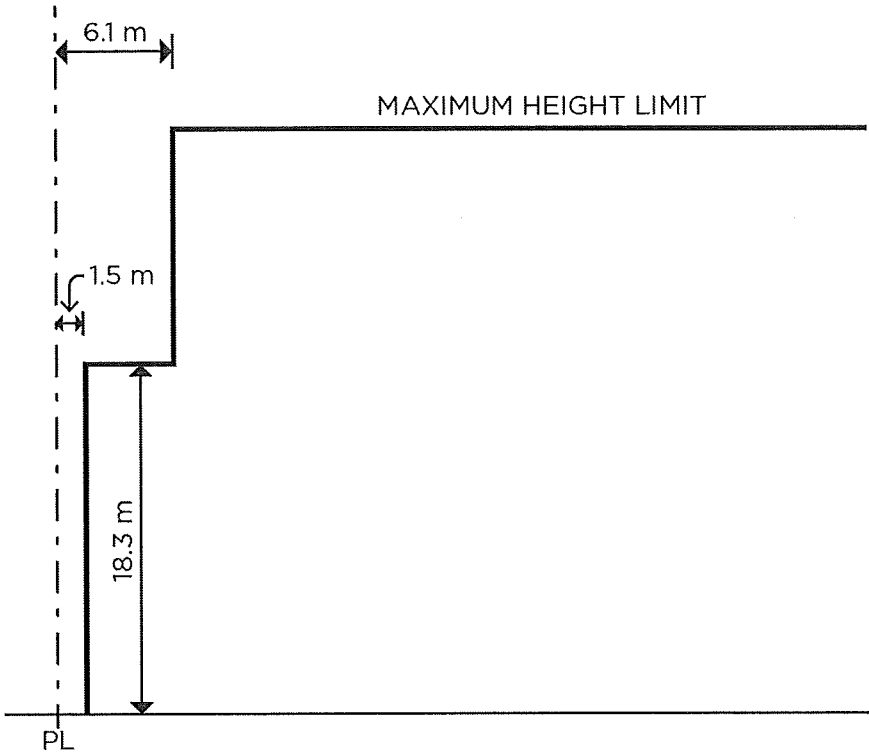
4.2 Frontage -- Not Applicable.

#### **4.3 Height**

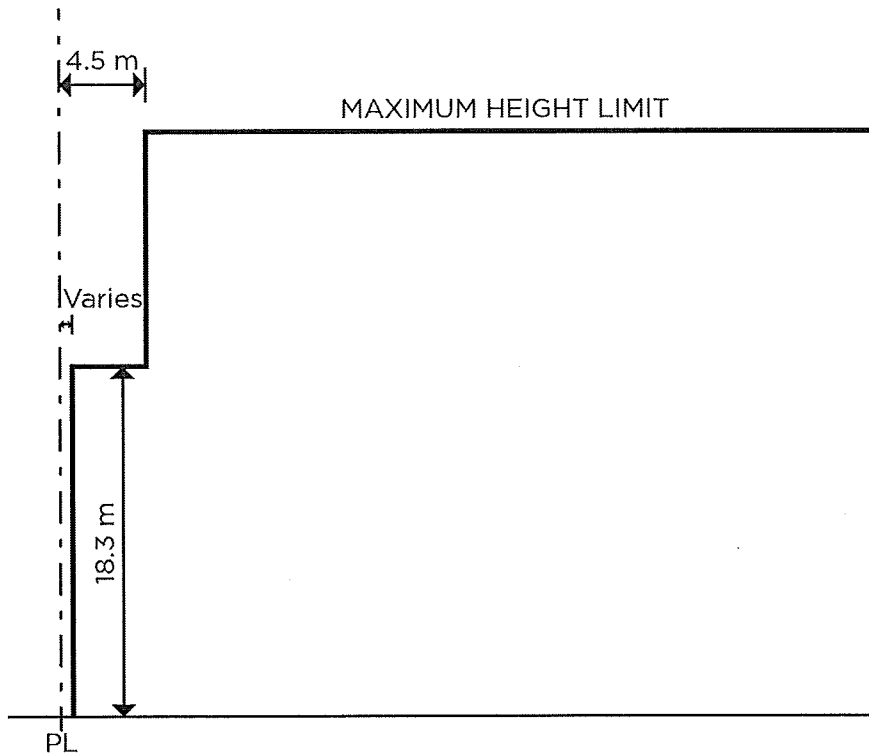
4.3.1 The maximum height of a building shall not exceed 33.5 m except that:

- (a) for a depth of 6.1 m measured from a property line adjacent to Quebec Street, the height of a building must not exceed 18.3 m, as illustrated in Figure 1;
- (b) for a depth of 4.5 m measured from a property line adjacent to 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Avenue, 4<sup>th</sup> Avenue and 5<sup>th</sup> Avenue, the height of a building must not exceed 18.3 m, as illustrated in Figure 2;
- (c) for a depth of 9.1 m measured from the property line adjacent to the north/south lane running between 2<sup>nd</sup> and 5<sup>th</sup> Avenue, the height of a building must not exceed 18.3 m, as illustrated in Figure 3;
- (d) the floor area of any storey located above 18.3m in height must not exceed 65% of the floor area of the largest storey located at or below 18.3 m; and
- (e) except for those buildings existing as of *[date of enactment]*, the floor to floor height of the first floor of a building must measure a minimum of 5.35 m.

**Figure 1      Height Limit along Quebec Street**

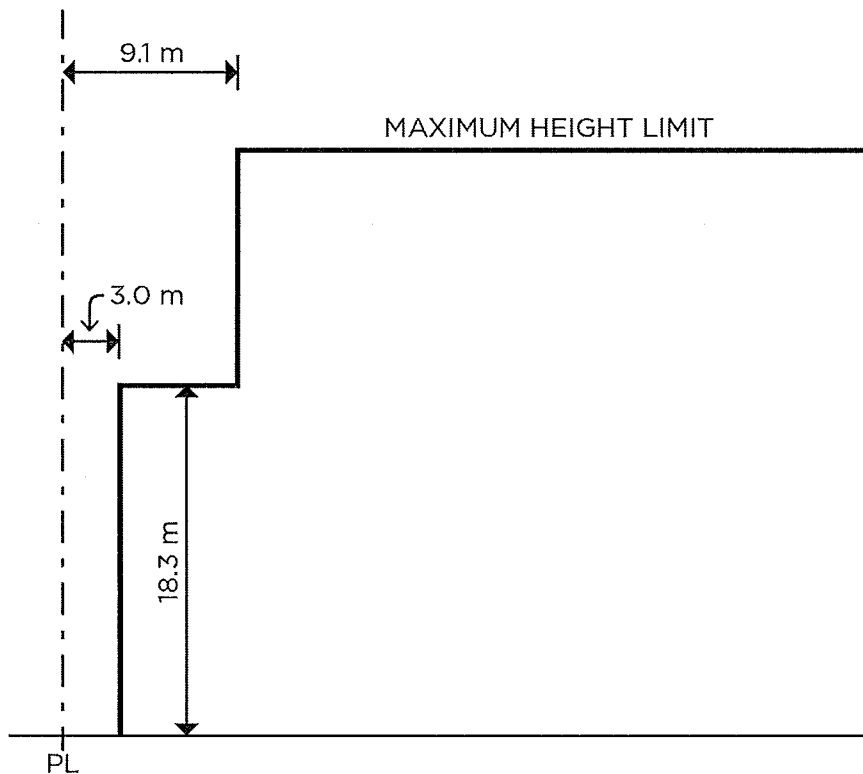


**Figure 2      Height Limit along 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Avenue**





**Figure 3** Height Limit at North/South Lane between 2<sup>nd</sup> and 5<sup>th</sup> Avenue



#### 4.4 Setbacks

The setback of a building must be at least:

- (a) for properties on the south side of 2<sup>nd</sup> Avenue, 31.7 m measured from the property line adjacent to the north side of the dedicated street;
- (b) 1.5 m from the property line adjacent to Quebec Street;
- (c) 0.65 m from the property line adjacent to 3<sup>rd</sup> Avenue;
- (d) 0.65 m from the property line adjacent to 4<sup>th</sup> Avenue;
- (e) 0.65 m from the property line adjacent to 5<sup>th</sup> Avenue;
- (f) 3.0 m from property line adjacent to the north/south lane, running between 2<sup>nd</sup> and 5<sup>th</sup> Avenue; and
- (g) 0.6 m from any property line adjacent to an east-west lane,

except that no setbacks shall be required for buildings existing as of [date of enactment].

#### 4.5 Floor Area and Density

4.5.1 Maximum floor space ratio shall not exceed 3.0, except that:

- (a) the maximum floor space ratio shall be 3.0 for Manufacturing Uses, Transportation and Storage Uses, except mini-storage warehouse use, Utility and Communication Uses, Wholesale Uses and Service Uses limited to: Catering Establishment; Laboratory; Laundry or Cleaning Plant; Motor Vehicle Repair Shop; Photofinishing or Photography

- Laboratory; Production or Rehearsal Studio; Repair Shop - Class A; Sign Painting Shop; and Work Shop;
- (b) the maximum floor space ratio shall be 1.0 for General Office use, except that the Director of Planning may permit additional floor area for General Office use to a maximum floor space ratio of an additional 1.0, if an equal amount of floor area on the ground floor is used for a use listed in subsection 4.5.1(a);
- (c) the maximum floor space ratio shall be 1.0 for Service Uses limited to: Animal Clinic; Auction Hall; Barber Shop or Beauty Salon; Laundromat or Dry Cleaning Establishment; Photofinishing or Photography Studio; Print Shop; Repair Shop - Class B; School - Arts or Self Improvement; School - Business; and School - Vocational or Trade; and
- (d) the maximum floor space ratio for all other uses combined must not exceed 1.0, except that the maximum permitted floor area:
  - (i) for Retail use, including accessory Retail use, must not exceed 1,000 m<sup>2</sup>,
  - (ii) for Neighbourhood Public House use must not exceed 500 m<sup>2</sup>, of which at least 25 % must be Manufacturing Uses, limited to Brewing or Distilling,
  - (iii) for Restaurant - Class 1 use must not exceed 150 m<sup>2</sup>,
  - (iv) for Restaurant - Class 2 use must not exceed 300 m<sup>2</sup>, and
  - (v) for a lounge use accessory to a Brewing or Distilling use must not exceed 80 m<sup>2</sup>.

4.5.2 Notwithstanding section 4.5.1 of this schedule, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, the Director of Planning may permit an increase in the permitted floor area of one m<sup>2</sup> per amenity share, provided to the city at no cost to the city, for the following uses:

- (a) uses listed in subsection 4.5.1(a), and
- (b) digital entertainment and information communication technology use,

to a maximum additional floor space ratio of 2.0 above the maximum permitted floor space ratio of 3.0.

4.5.3 For the purposes of section 4.5.2, amenity share means an amenity share as set out in Schedule F of this by-law.

4.5.4 Notwithstanding section 4.5.2, the maximum floor space ratio achievable as a result of the provision of amenity shares must otherwise comply in all respects with this district schedule and this by-law.

4.5.5 For the purposes of this district schedule, amenity means a Child Day Care Facility.

## 4.6 Computation of Floor Area

4.6.1 Computation of floor area must include all floors of all buildings, both above and below ground level, measured to the extreme outer limits of the building.

#### 4.6.2 Computation of floor area must exclude:

- (a) open residential balconies and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed eight % of the residential floor area being provided;
- (b) roof decks if the Director of Planning first considers:
  - (i) the design of landscape treatments,
  - (ii) the effect on privacy and overlook, and
  - (iii) all applicable Council policies and guidelines;
- (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:
  - (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length, or
  - (ii) are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; and
- (d) storage area associated with an artist studio - class B where the storage area is provided below the base surface and subject to a maximum exclusion of 20 m<sup>2</sup> for each artist studio - class B;

### 5 Relaxation of Regulations

#### 5.1 The Director of Planning may relax the height requirements of section 4.3 of this schedule as follows:

- (a) the maximum height of a building existing as of [*date of enactment*], may exceed 33.5 m by 1.5m to a maximum height of 35 m;
- (b) any floor above 18.3 m may be permitted to extend into the required upper floor setback as follows:
  - (i) on Quebec Street, the width of the building may extend up to 3.0 m into the required 6.1 m upper floor setback for up to one-third of the width of a building fronting the street, and
  - (ii) on 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Avenue, the 4.5 m upper floor setback may be reduced for up to one-third of the width of a building fronting the avenue,

except that:

- (iii) the floor area of any storey located above 18.3 m in height must not exceed 80% of the floor area of the largest permitted storey located at or below 18.3m; and
- (iv) the building must not encroach into the ground floor setbacks as specified in section 4.4.

- 5.2** The Director of Planning may relax the computation of floor area exclusions of section 4.6.2 of this schedule for accessory amenity areas, including child day care facilities and recreation facilities to a maximum of 10 % of the total permitted floor area.

**Schedule B2**  
**I-1B District Schedule**

**1. Intent**

The primary intent of this schedule is to permit light industrial uses, including those with a significant amount of research and development activity, that are generally compatible with one another and with adjoining residential or commercial districts. Complementary commercial uses, including office and retail, with a particular focus on digital entertainment and information communication technology use, are also permitted, subject to the limitations in this schedule.

**2. Outright Approval Uses**

**2.1** Subject to all other provisions of this By-law, and to compliance with section 2.3 and the regulations of this Schedule, the uses listed in section 2.2 shall be permitted in these districts and shall be issued a permit.

**2.2 Uses**

- 2.2.A**
- Accessory Buildings customarily ancillary to any of the uses listed in this schedule, except that:
    - (a) an accessory building must not exceed 4.6 m in height, and must not exceed 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height level between the eaves and ridge of a gable, hip, or gambrel roof;
    - (b) an accessory building must be situated in the rear yard no less than 3.1 m from the ultimate centre line of any rear or flanking lane; and
    - (c) an accessory building's total floor area, measured to the extreme outer limits of the building, must not exceed 10% of the total area of the site.
  - Accessory Uses customarily ancillary to any of the uses listed in this section, but not including accessory retail use in conjunction with wholesale uses listed in section 2.2.W, provided that, unless permitted as an outright approval use pursuant to section 2.2 of this schedule, the total floor area of all accessory uses shall not be greater than 33⅓ % of the gross floor area of the principal and accessory uses combined, and provided that the floor area in accessory retail use is separated by a wall from the floor area in other uses which shall be inaccessible to the general public.
- 2.2.C [Cultural and Recreational]**
- Artist Studio - Class A, provided that the use must not be combined with a Residential Unit, the change of use must only apply to floor area existing as of *[date of enactment]* and any additions are limited to no more than 10 % of existing floor area.
  - Arts and Culture Indoor Event.
  - Club.
- 2.2.I [Institutional]**
- Church.
- 2.2.M [Manufacturing]**
- Bakery Products Manufacturing.
  - Batteries Manufacturing.

- Chemicals or Chemical Products Manufacturing - Class B.
- Clothing Manufacturing.
- Dairy Products Manufacturing.
- Electrical Products or Appliances Manufacturing.
- Food or Beverage Products Manufacturing - Class B.
- Furniture or Fixtures Manufacturing.
- Ice Manufacturing.
- Information Communication Technology Manufacturing
- Jewellery Manufacturing.
- Leather Products Manufacturing.
- Miscellaneous Products Manufacturing - Class B.
- Non-metallic Mineral Products Manufacturing - Class B.
- Paper Products Manufacturing.
- Plastic Products Manufacturing.
- Printing or Publishing.
- Rubber Products Manufacturing.
- Shoes or Boots Manufacturing.
- Tobacco Products Manufacturing.
- Wood Products Manufacturing - Class B.

2.2.R [Retail]

- Gasoline Station - Full Serve.

2.2.S [Service]

- Animal Clinic.
- Catering Establishment.
- Laboratory.
- Laundry or Cleaning Plant.
- Motor Vehicle Repair Shop.
- Motor Vehicle Wash.
- Photofinishing or Photography Laboratory.
- Production or Rehearsal Studio.
- Repair Shop - Class A.
- School - Vocational or Trade.
- Sign Painting Shop.
- Work Shop.

2.2.T [Transportation and Storage]

- Cold Storage Plant.
- Packaging Plant.
- Storage Warehouse.

2.2.U [Utility and Communication]

- Radiocommunication Station.

2.2.W [Wholesale]

- Lumber and Building Materials Establishment.
- Wholesaling - Class A.
- Wholesaling - Class B, provided that floor area does not exceed 1 000 m<sup>2</sup>.

## **2.3 Conditions of Use**

- 2.3.1 No use listed in section 2.2 of this schedule, except a full-serve gasoline station and a lumber store, shall be carried on other than wholly within a completely enclosed building, except for off-street parking and loading, heating and mechanical equipment, or other facilities or equipment which in the opinion of the Director of Planning are similar to the foregoing.
- 2.3.2 No use listed in section 2.2 of this schedule shall involve the bulk storage, pending ultimate distribution off site, of explosives, fireworks, ammunition, matches, or flares; radioactive material; rags or cotton waste; and, except for a full-serve gasoline station, compressed gas, petroleum, coal or tar products or derivatives.

## **3. Conditional Approval Uses**

- 3.1 Subject to all other provisions of this By-law, including section 3.3, and the regulations of this schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2, subject to the conditions of section 3.3, and such other conditions as the Director of Planning or the Development Permit Board may decide, provided that the Director of Planning or the Development Permit Board first considers:
- (a) the intent of this schedule and all applicable policies and guidelines adopted by Council; and
  - (b) the submission of any advisory group, property owner or tenant.

## **3.2 Uses**

- 3.2.A
- Accessory Buildings to any of the uses listed in this schedule, except as provided for in section 2.2.A of this schedule.
  - Accessory Uses customarily ancillary to any of the uses listed in this section, subject to the same provisions as section 2.2.A of this schedule.
  - Accessory Uses customarily ancillary to any of the uses listed in this schedule, other than as provided for in section 2.2.A of this schedule, except that accessory retail use may be approved only in conjunction with manufacturing uses.
- 3.2.AG [Agricultural]
- Urban Farm - Class B.
- 3.2.C [Cultural and Recreational]
- Artist Studio - Class B, provided that the change of use applies to floor area existing as of *[date of enactment]* and additions are limited to a maximum of 10 % of the existing floor area.
  - Theatre.
- 3.2.DW [Dwelling]
- Dwelling Unit for a caretaker, watchman or other person or persons similarly employed, if such dwelling unit is considered to be essential to the operation of the business or establishment.
  - Residential Unit associated with and forming an integral part of an Artist Studio - Class B.
- 3.2.I [Institutional]

- Ambulance Station.
- Public Authority Use.
- Social Service Centre.

#### 3.2.M [Manufacturing]

- Brewing or Distilling.
- Chemicals or Chemical Products Manufacturing - Class A.
- Food or Beverage Products Manufacturing - Class A.
- Linoleum or Coated Fabrics Manufacturing.
- Machinery or Equipment Manufacturing.
- Metal Products Manufacturing - Class B.
- Miscellaneous Products Manufacturing - Class A.
- Motor Vehicle Parts Manufacturing.
- Non-metallic Mineral Products Manufacturing - Class A.
- Rubber Manufacturing.
- Textiles or Knit Goods Manufacturing.
- Transportation Equipment Manufacturing.
- Vegetable Oil Manufacturing.

#### 3.2.O [Office]

- General Office.
- Health Enhancement Centre.

#### 3.2.P [Parking]

- Parking Uses.

#### 3.2.R [Retail]

- Farmers' Market. *Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity.*
- Public Bike Share.
- Vehicle Dealer.

#### 3.2.S [Service]

- Auction Hall.
- Barber Shop or Beauty Salon.
- Laundromat or Dry Cleaning Establishment.
- Neighbourhood Public House.
- Photofinishing or Photography Studio.
- Print shop.
- Repair Shop - Class B.
- Restaurant - Class 1.
- Restaurant - Class 2.
- School - Arts or Self-Improvement.
- School - Business.

#### 3.2.T [Transportation and Storage]

- Aircraft Landing Place
- Storage Yard.
- Taxicab or Limousine Station.
- Truck Terminal or Courier Depot.
- Weighing or Inspection Station.
- Works Yard.



3.2.U [Utility and Communication]

- Public Utility.
- Recycling Depot.

3.2.W [Wholesale]

- Cardlock Fuel Station.
- Wholesaling - Class B, other than as provided for in section 2.2.WH of this schedule.

- 3.2.Z
- Any other use which is not specifically listed and defined as a use in section 2 of this by-law but which the Director of Planning or the Development Permit Board considers comparable in nature to the uses listed in this schedule, having regard to the intent of this district schedule.
  - Any use which is listed in section 2.2 of this schedule but which does not comply with the provisions of section 2.3.1.
  - Any other use which is not specifically listed in this district schedule but which was a legally conforming use existing as of October 25, 1988.

**3.3 Conditions of Use**

- 3.3.1 All uses listed in section 3.2 of this schedule, except a Cardlock fuel station, vehicle dealer and transportation and storage uses, shall be carried on wholly within a completely enclosed building unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding area and adjoining non-industrial districts.

- 3.3.2 No use listed in section 3.2 of this schedule shall involve the bulk storage, pending ultimate distribution off site, of explosives, fireworks, ammunition, matches, or flares; radioactive material; rags or cotton waste; and, except for a Cardlock fuel station, compressed gas, petroleum, coal or tar products or derivatives.

- 3.3.3 No use listed in section 3.2 of this schedule shall involve the storage, other than wholly within a completely enclosed building, of toxic or corrosive chemicals or acids; scrap; fungicides, herbicides or pesticides; paint, varnish, oil shellac or turpentine; grain, hops, or sugar; fish, fish oil or meal, animal oil or fat, or vegetable oil.

- 3.3.4 No use listed in section 3.2 of this schedule shall involve the storage of goods or materials other than wholly within a completely enclosed building unless the yard or portion of the yard containing the goods or materials is enclosed by a suitable fence or wall restricting public access.

- 3.3.5 A Neighbourhood Public House use shall not be located within 300 m of an existing Neighbourhood Public House use.

- 3.3.6 A Restaurant - Class 2 use shall not be located within 200 m of an existing Restaurant - Class 2 use.

- 3.3.7 A lounge use accessory to Brewing or Distilling use shall be carried on wholly within a completely enclosed building.

#### 4. Regulations

All uses approved under sections 2 or 3 of this schedule shall be subject to the following regulations:

4.1 Site Area -- Not Applicable.

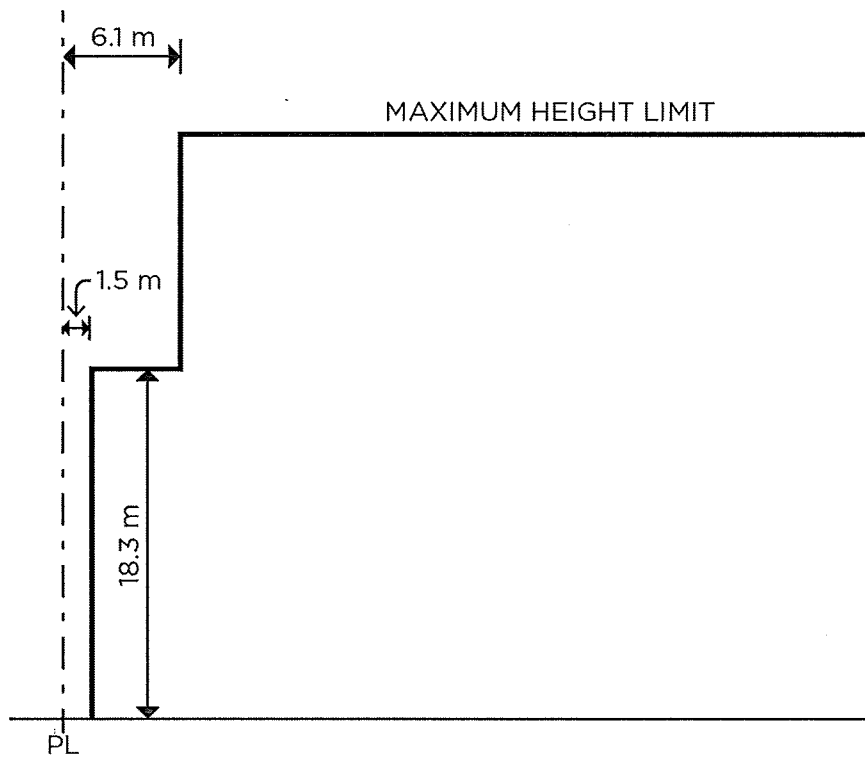
4.2 Frontage -- Not Applicable.

#### 4.3 Height

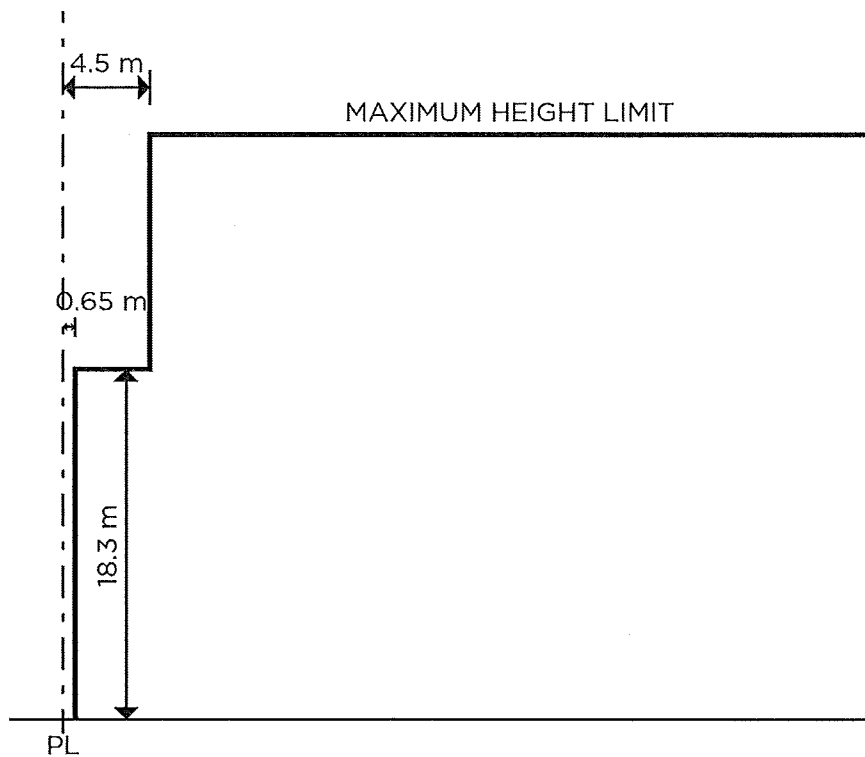
4.3.1 The maximum height of a building shall not exceed 38 m except that:

- (a) for a depth of 6.1 m measured from a property line adjacent to Quebec Street, the height of a building must not exceed 18.3 m, as illustrated in Figure 1;
- (b) for a depth of 4.5 m measured from a property line adjacent to 5<sup>th</sup> Avenue and 6<sup>th</sup> Avenue, the height of a building must not exceed 18.3 m, as illustrated in Figure 2;
- (b) for a depth of 9.1 m measured from the property line adjacent to the north-south lane running between 5<sup>th</sup> Avenue and 6<sup>th</sup> Avenue, the height of a building must not exceed 18.3m, as illustrated in Figure 3;
- (c) the floor area of any storey located above 18.3 m in height must not exceed 65% of the floor area of the largest storey located at or below 18.3 m; and
- (d) except for those buildings existing as of *[date of enactment]*, the floor to floor height of the first floor of a building must measure a minimum of 5.35 m.

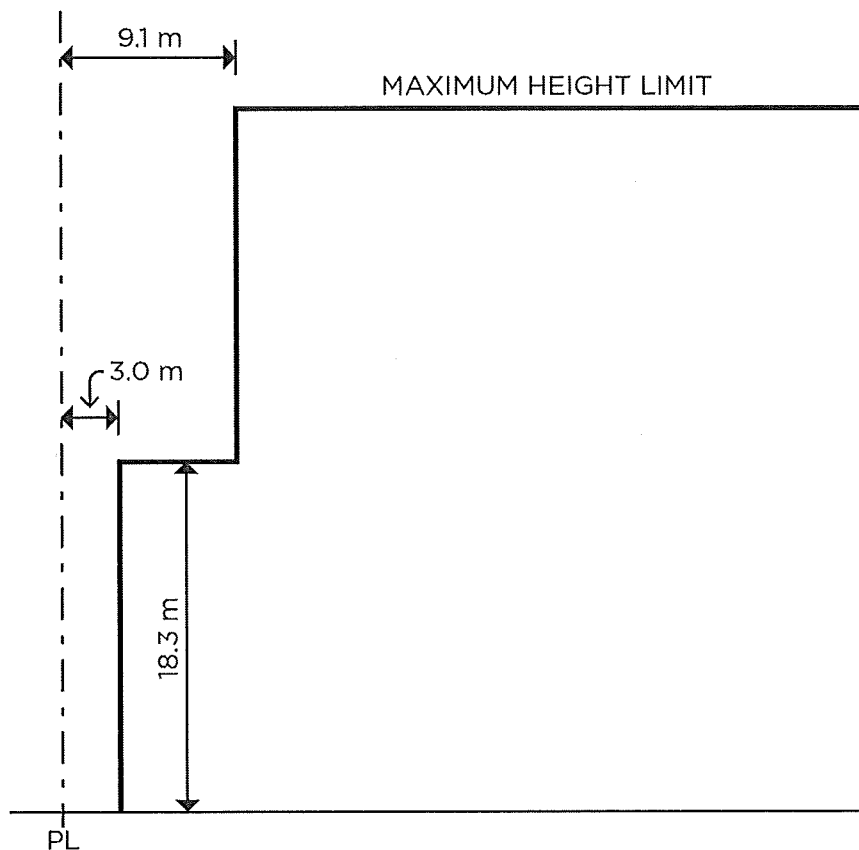
**Figure 1** Height Limit along Quebec Street



**Figure 2** Height Limits along 5<sup>th</sup> and 6<sup>th</sup> Avenue



**Figure 3** Height Limit at North/South Lane running between 5<sup>th</sup> and 6<sup>th</sup> Avenue



#### 4.4 Setbacks

The setback of a building must be at least:

- (a) 1.5 m from the property line adjacent to Quebec Street;
- (b) 0.65 m from the property line adjacent to 5<sup>th</sup> Avenue;
- (c) 0.65 m from the property line adjacent to 6<sup>th</sup> Avenue;
- (d) 3.0 m from the property line adjacent to the north/south lane, running between 5<sup>th</sup> and 6<sup>th</sup> Avenue; and
- (e) 0.6 m from any property line adjacent to an east-west lane,

except that no setbacks shall be required for buildings existing as of [date of enactment].

#### 4.5 Floor Area and Density

4.5.1 Maximum floor space ratio shall not exceed 3.0, except that:

- (a) the maximum floor space ratio shall be 3.0 for Manufacturing Uses, Transportation and Storage Uses, except mini-storage warehouse use, Utility and Communication Uses, Wholesale Uses and Service Uses limited to: Catering Establishment; Laboratory; Laundry or Cleaning

Plant; Motor Vehicle Repair Shop; Photofinishing or Photography Laboratory; Production or Rehearsal Studio; Repair Shop - Class A; Sign Painting Shop; and Work Shop;

- (b) the maximum floor space ratio shall be 1.0 for General Office use, except that the Director of Planning may permit additional floor area for General Office use to a maximum floor space ratio of an additional 1.0, if an equal amount of floor area on the ground floor is used for a use listed in subsection 4.5.1(a);
- (c) the maximum floor space ratio shall be 1.0 for Service Uses limited to: Animal Clinic; Auction Hall; Barber Shop or Beauty Salon; Laundromat or Dry Cleaning Establishment; Photofinishing or Photography Studio; Print Shop; Repair Shop - Class B; School - Arts or Self Improvement; School - Business; and School - Vocational or Trade; and
- (d) the maximum floor space ratio for all other uses combined must not exceed 1.0, except that the maximum permitted floor area:
  - (i) for Retail use, including accessory Retail use, must not exceed 1,000 m<sup>2</sup>,
  - (ii) for Neighbourhood Public House use must not exceed 500 m<sup>2</sup>, of which at least 25 % must be Manufacturing Uses, limited to Brewing or Distilling,
  - (iii) for Restaurant - Class 1 use must not exceed 150 m<sup>2</sup>,
  - (iv) for Restaurant - Class 2 use must not exceed 300 m<sup>2</sup>, and
  - (v) for a lounge use accessory to a Brewing or Distilling use must not exceed 80 m<sup>2</sup>.

4.5.2 Notwithstanding section 4.5.1 of this schedule, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, the Director of Planning may permit an increase in the permitted floor area of one m<sup>2</sup> per amenity share (level 1) provided to the city at no cost to the city, for the following uses:

- (a) uses listed in subsection 4.5.1(a), and
- (b) digital entertainment and information communication technology use,

to a maximum additional floor space ratio of 2.0 above the maximum permitted floor space ratio of 3.0.

4.5.3 For the purposes of section 4.5.2, an amenity share (level 1) means an amenity share (level 1) as set out in Schedule F of this by-law.

4.5.4 For the purposes of this district schedule, an amenity (level 1) means a Child Day Care Facility.

4.5.5 Notwithstanding sections 4.5.1 and 4.5.2 of this district schedule, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, the Director of Planning may permit an increase in the permitted floor area of one m<sup>2</sup> per amenity share (level 2) provided to the city at no cost to the city, for the following uses:

- (a) uses listed in subsection 4.5.1(a), and
- (b) digital entertainment and information communication technology use,

to a maximum additional floor space ratio of 1.0 above the maximum additional floor space ratio of 2.0 provided for in section 4.5.2.

4.5.6 For the purposes of section 4.5.5, amenity share (level 2) means an amenity share (level 2) as set out in Schedule F of this by-law

4.5.7 For the purposes of section 4.5.5, an amenity (level 2) means

- (a) Child Day Care Facility;
- (b) Community Centre or Neighbourhood House;
- (c) Library;
- (d) Museum or Archives;
- (e) Park or Playground;
- (f) Rink;
- (g) Swimming Pool; and
- (h) Social Service Centre.

4.5.8 Amenity (level 2) shares are allocated as follows:

- (a) 14% must be allocated to a Child Day Care Facility; and
- (b) 86% must be allocated to any amenity (level 2) use listed in section 4.5.7.

4.5.9 Notwithstanding sections 4.5.2 and 4.5.5, the maximum floor space ratio achievable as a result of the provision of amenity shares must otherwise comply in all respects with this district schedule and this by-law.

#### 4.6 Computation of Floor Area

4.6.1 Computation of floor area must include all floors of all buildings, both above and below ground level, measured to the extreme outer limits of the building.

4.6.2 Computation of floor area must exclude:

- (a) open residential balconies and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed 8 % of the residential floor area being provided;
- (b) roof decks if the Director of Planning first considers:
  - (i) the design of landscape treatments;
  - (ii) the effect on privacy and overlook; and
  - (iii) all applicable Council policies and guidelines.
- (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:
  - (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; or
  - (ii) are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length;

- (d) storage area associated with an artist studio - class B where the storage area is provided below the base surface and subject to a maximum exclusion of 20 m<sup>2</sup> for each artist studio - class B.

## **5.0 Relaxation of Regulations**

5.1 The Director of Planning may relax the height requirements of section 4.3 of this schedule as follows:

- (a) any floor above 18.3 m may be permitted to extend into the required upper floor setback as follows:
  - (i) on Quebec Street, the width of the building may extend up to 3.0 m into the required 6.1 m upper floor setback for up to one-third of the width of a building fronting the street, and
  - (ii) on 5<sup>th</sup> and 6<sup>th</sup> Avenue, the 4.5 m upper floor setback may be reduced for up to one-third of the width of a building fronting the avenue,

except that:

- (iii) the floor area of any storey located above 18.3 m in height must not exceed 80% of the floor area of the largest permitted storey located at or below 18.3m; and
- (iv) the building must not encroach into the ground floor setbacks as specified in section 4.4.

5.2 The Director of Planning may relax the computation of floor area exclusions of section 4.6.2 for accessory amenity areas, including child day care facilities and recreation facilities, to a maximum of 10 % of the total permitted floor area.