

**EXPLANATION**

**A By-law to amend CD-1 By-law No. 9195  
re 1133 West Georgia Street**

After the public hearing on December 8, 2009, Council resolved on December 15, 2009 to amend the captioned by-law with conditions to allow increases to maximum allowable floor space ratio and building height and to amend parking requirements. 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  
July 20, 2010

1133 West Georgia Street

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

**A By-law to amend CD-1 By-law No. 9195**

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

1. This By-law amends the indicated provisions of CD-1 By-law No. 9195.
2. From section 5.2, Council strikes out "17.74", and substitutes "20.80".
3. From section 6.1, Council strikes out "178" and "182.9", and substitutes "182.88" and "187.76" respectively.
4. Council repeals section 7, and substitutes:

**"Parking, loading, and bicycle spaces**

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

- (a) for non-dwelling uses, except for hotel:
  - (i) at least one parking space for each 145 m<sup>2</sup> of gross floor area,
  - (ii) no more than one parking space for each 115 m<sup>2</sup> of gross floor area, and
  - (iii) at least 1% of parking spaces designated as shared vehicle parking spaces for use by persons who are using a shared vehicle;
- (b) for dwelling uses:
  - (i) at least the lesser of one parking space for each 140 m<sup>2</sup> of gross floor area and one parking space for each dwelling unit,
  - (ii) no more than 0.5 parking space for each studio dwelling unit, one parking space for each one bedroom dwelling unit, 1.5 parking spaces for each two bedroom dwelling unit, and two parking spaces for each three or more bedroom dwelling unit,
  - (iii) 0.02 shared vehicle parking spaces for each dwelling unit, and, for parking calculation purposes, any number larger than or equal to 0.5 is to equal one,

- (iv) at least 0.008 loading spaces, Class A for one to 299 dwelling units, and
- (v) at least 0.006 loading spaces, Class A for more than 299 dwelling units; and
- (c) for hotel use, no more than 0.4 parking space for each sleeping or housekeeping unit.”

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                      , 2010

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**Vehicles for Hire By-law amending by-law  
regarding chauffeur's permits**

The attached by-law will implement Council's resolution of July 8, 2010 to create different terms for different classes of chauffeur's permits and to change the regulations for display of identification by taxi drivers.

Director of Legal Services  
July 20, 2010

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

**A By-law to amend  
Vehicles for Hire By-law No. 6066  
regarding chauffeurs permits**

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

1. This By-law amends the indicated sections of the Vehicles for Hire By-law.
2. To section 2, after the definition of "Chauffeur's Permit", Council adds:  
  
    ' "Chauffeur's Permit (New Driver)" means a Chauffeur's Permit issued for a period of 12 months or less in accordance with the provisions of sections 6.2 and 6.4 of this by-law.  
  
    "Chauffeur's Permit (Graduated Driver)" means a Chauffeur's Permit issued for a period of 24 months in accordance with the provisions of sections 6.3 and 6.5 of this by-law.'
3. Council repeals subsections 6(8) and (9).
4. Council renumbers section 6 as section 6.1 and, after section 6.1, inserts:  
  
    "6.2 The Chief Constable must issue a chauffeur's permit (new driver) to an applicant who complies with the requirements in section 6.1 and:  
  
        (a) does not hold a chauffeur's permit issued by the Chief Constable; or  
  
        (b) is the holder of:  
  
            (i) a chauffeur's permit issued by the Chief Constable prior to September 1, 2010; or  
  
            (ii) a chauffeur's permit ( new driver) issued by the Chief Constable within the preceding 12 months.  
  
    6.3 The Chief Constable must issue a chauffeur's permit (graduated driver) to an applicant who complies with the requirements in section 6.1 and:  
  
        (a) has been the holder of:  
  
            (i) two chauffeur's permits issued by the Chief Constable,

(ii) a chauffeur's permit issued by the Chief Constable and a chauffeur's permit (new driver), or

(iii) two chauffeur's permits (new driver),

in the preceding 24 months; or

(b) holds a chauffeur's permit (graduated driver).

6.4 A chauffeur's permit (new driver) issued under this section 6.2 expires on the day preceding the permit holder's birthday next following the date of issuance of the permit unless the permit is sooner forfeited, suspended or revoked.

6.5 A chauffeur's permit (graduated driver) issued under this section 6.3 expires on the day preceding the permit holder's birthday two years following the date of issuance of the permit unless the permit is sooner forfeited, suspended or revoked."

5. Council repeals subsection 23(23) and substitutes:

"A person must not drive or operate a taxicab unless the chauffeur's permit issued to that person is placed on the front dashboard of the taxicab in a location visible to all passengers."

6. This By-law is to come into force and take effect on September 1, 2010.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Mayor

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

## EXPLANATION

# 3

### **A By-law to amend Zoning and Development By-law No. 3575 re 2330 - 2372 Kingsway and 2319 East 30<sup>th</sup> Avenue**

After the public hearing on January 24, 2006, Council resolved to rezone 2330 - 2372 Kingsway and 2319 East 30<sup>th</sup> Avenue as a CD-1 zone. 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  
July 20, 2010

2330 - 2372 Kingsway  
2319 East 30<sup>th</sup> 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-575 attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

**Uses**

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (487).

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

- (a) Dwelling Uses, limited to:
  - (i) Multiple Dwelling, and
  - (ii) Dwelling Unit in conjunction with any use listed in this section 2.2;
- (b) Residential Unit associated with and forming an integral part of an Artist Studio;
- (c) Cultural and Recreational Uses, limited to Artist Studio, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, Rink, Swimming Pool, and Theatre;
- (d) Institutional Uses, limited to Child Day Care Facility, Church, Public Authority Use, School - Elementary or Secondary, School - University or College, Social Service Centre, and Special Needs Residential Facility;



- (e) Manufacturing Uses, limited to Jewellery Manufacturing and Printing or Publishing;
- (f) Office Uses;
- (g) Retail Uses limited to Furniture or Appliance Store, Grocery or Drug Store, Neighbourhood Grocery Store, Liquor Store, Retail Store, Small-scale Pharmacy, and Secondhand Store;
- (h) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Bed and Breakfast Accommodation, Cabaret, Catering Establishment, Hotel, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class B, Restaurant - Class 1, Restaurant - Class 2, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, School - University or College, Sign Painting Shop, and Wedding Chapel;
- (i) Utility and Communication Uses, limited to Public Utility and Radiocommunication Station;
- (j) Wholesale Uses, limited to Wholesaling - Class A and Wholesaling - Class B;
- (k) Interim Parking Use if the Director of Planning, in consultation with the General Manager of Engineering Services, approves a parking management plan; and
- (l) Accessory Uses customarily ancillary to any of the uses permitted by this section 2.2.

### **Conditions of use**

3. Despite section 2.2, a Bowling Alley, Fitness Centre, Hall, Rink, Swimming Pool, Club, Dwelling Use, School - Elementary or Secondary, School - University or College, Special Needs Residential Facility, General Office except for an insurance agency, travel agency or real estate office, Auction Hall, Bed and Breakfast Accommodation, Cabaret, School - Arts or Self-Improvement, School - Business, or School - Vocational or Trade, except for entrances to such uses, must not be situate at grade on any frontage adjacent to Kingsway or Nanaimo Street.

### **Density**

4.1 The floor space ratio must not exceed 3.6.

4.2 Computation of floor area must:

- (a) assume that the site includes all parcels to which this By-law applies, and consists of 8 072.3 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 dedications; and
- (b) include all floors of all buildings, including accessory buildings, both above and below ground level, measured to the extreme outer limits of the building.

4.3 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks, and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the residential floor area being provided;
- (b) patios and roof gardens if the Director of Planning first approves the design of sunroofs and walls;
- (c) 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:
  - (i) at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length, or
  - (ii) above the base surface and where developed as off-street parking, are situate in an accessory building in the rear yard, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including child day care facilities, recreational facilities, and meeting rooms, accessory to a residential use, not to exceed 10% of the total permitted floor area, if, with respect to child day care facilities, the Director of Planning, on the advice of the Director of Social Planning, is satisfied that there is a need for a day care facility in the immediate neighbourhood;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit; and
- (f) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause does not apply to walls in existence prior to March 14, 2000.

4.4 The Director of Planning may allow the exclusion of enclosed residential balconies from the computation of floor space ratio but:

- (a) the Director of Planning must first consider all applicable policies and guidelines adopted by Council;
- (b) the Director of Planning must approve the design of the balcony enclosure;
- (c) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided; and
- (d) enclosure of the excluded balcony floor area must not exceed 50%.

#### **Building height**

5. The building height, measured above the base surface, must not exceed 65 m, and the building must not exceed 22 storeys, except that the Development Permit Board may allow an increase for mechanical appurtenances and elevator machine rooms.

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

6.1 All habitable rooms in buildings used for residential or hotel purposes must have at least one window on an exterior wall that complies with the following:

- (a) the location of the window must be such that 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, are unobstructed over a distance of 24.0 m; and
- (b) measurement of the plane or planes referred to in subsection (a) must be horizontal from the centre of the bottom of the window.

6.2 For the purpose of section 6.1, obstructions include:

- (a) the theoretically equivalent buildings located on any adjoining sites in any R District in a corresponding position by rotating the plot plan of the proposed building 180 degrees about a horizontal axis located on the property lines of the proposed site;
- (b) part of the same building including permitted projections;
- (c) accessory buildings located on the same site as the principal building; and
- (d) if this site adjoins a C or M site, the maximum size building permitted under the appropriate C or M District Schedule in the Zoning and Development By-law.

6.3 For the purpose of section 6.1, habitable rooms do not include:

- (a) bathrooms; or
- (b) kitchens, unless the floor area is more than 10% of the total floor area of the dwelling unit or 9.3 m<sup>2</sup>, whichever is greater.

**Parking, loading, bicycle, and passenger spaces**

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

- (a) there must be at least two parking spaces for staff;
- (b) there must be at least four and no more than six parking spaces for persons who park for the purpose of taking a child to or from the facility, except that if the capacity of the facility increases or decreases then the minimum number of such parking spaces must comply with the following appropriate requirement:

0 to 4 child capacity	No requirement
5 to 14 child capacity	One parking space
15 to 24 child capacity	Two parking spaces
25 to 34 child capacity	Three parking spaces
35 to 44 child capacity	Four parking spaces
45 to 59 child capacity	Five parking spaces
60 or greater child capacity	Six parking spaces

**Acoustics**

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

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





Z-575

RZ - 2330-2372 Kingsway / 2319 E 30th Avenue

map: 1 of 1
scale: 1:2000



City of Vancouver

date: Jan. 4, 2006

**EXPLANATION****A By-law to amend the Sign By-law  
re 2330 - 2372 Kingsway and 2319 East 30<sup>th</sup> Avenue**

After the public hearing on January 24, 2006, Council resolved to amend the Sign By-law to add this site to Schedule E. 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  
July 20, 2010





**EXPLANATION****Authorization to enter into a housing agreement  
re 5498 Fraser Street**

On June 10, 2010 Council approved a recommendation to approve a housing agreement for 5498 Fraser Street which secures for the greater of 60 years or life of the building 48 replacement rental suites demolished at 798 East 29<sup>th</sup> Avenue. Replacement of the 48 rental suites is required by the Rental Housing Stock Official Development Plan.

Enactment of the attached by-law will implement that resolution, and authorize Council to enter into the housing agreement attached to the by-law.

Director of Legal Services  
July 20, 2010

5498 Fraser Street

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

**A By-law to enact a Housing Agreement  
for 5498 Fraser 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: 028-137-639, Lot A, Block 6, District Lot 667, Group 1, New Westminster District, Plan BCP43676, 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 \_\_\_\_\_, 2010

\_\_\_\_\_  
Mayor

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

HOUSING AGREEMENT  
5498 Fraser Street

THIS AGREEMENT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2010

BETWEEN:

**709 HOMES LTD.**  
(Incorporation No. 0861530)  
3<sup>rd</sup> Floor, 1285 West Pender Street  
Vancouver, British Columbia  
V6E 4B1

(the "Owner")

OF THE FIRST PART

AND:

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

(the "City")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner of all and singular that certain parcel or tract of land and premises situate in the City of Vancouver, in the Province of British Columbia, legally described as:

City of Vancouver  
Parcel Identifier: 028-137-639  
Lot A Block 6 District Lot 667 Group 1 New Westminster District  
Plan BCP43676

(the "Lands");

B. LM Century Signature Homes Ltd., which is related to the Owner, owns and proposes to redevelop 798 East 29<sup>th</sup> Avenue which is subject to the Rental Housing Stock Official Development Plan. Redevelopment of 798 East 29<sup>th</sup> Avenue requires demolition of 48 rental units. The Rental Housing Stock Official Development Plan requires replacement of the 48 demolished rental units on the East 29<sup>th</sup> Avenue site or elsewhere;

C. The Owner proposes to replace the 48 demolished rental units in the commercial/residential building to be constructed on the Lands pursuant to Development Permit DE413275 (the "Building");

- D. The residential part of the Building will contain 51 dwelling units;
- E. Following construction of the Building, the Owner will subdivide the Lands and Building by an air space plan such that the commercial part of the Building will become a separate air space parcel (the "Air Space Parcel"). The remaining part of the Lands and Building outside of the Air Space Parcel which contains the residential part of the Building is herein called the "Remainder". The City will release this agreement from the Air Space Parcel;
- F. Following registration of the air space plan, the Owner will subdivide the Remainder by strata plan such that each dwelling unit becomes a separate strata lot;
- G. Following registration of the strata plan subdividing the Remainder, the City will release this agreement from 3 of the residential strata lots of the City's choosing. The 48 residential strata lots which continue to be charged by this agreement are herein called the "Rental Strata Lots"; and
- H. The strata corporation established by the strata plan which subdivides the Remainder is herein called the "Strata Corporation".

NOW THEREFORE THIS AGREEMENT WITNESSES that as a condition of the Rental Housing Stock Official Development Plan and in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration including valuable consideration received from LM Century Signature Homes Ltd. (the receipt and sufficiency of which the Owner hereby acknowledges) the Owner and the City each covenant with the other pursuant to Section 565.2 of the *Vancouver Charter* as follows:

1. Each Rental Strata Lot shall be occupied only by tenants pursuant to an arm's length tenancy agreement.
2. Upon request the Owner shall provide the City with a true copy of the current tenancy agreement and the complete identities of all tenants and occupants of the Rental Strata Lot for which the City makes the request.
3. Upon request all adult tenants of a Rental Strata Lot shall satisfactorily identify themselves to the City.
4. Any Strata Corporation by-law which prohibits, restricts or limits the rental of strata lots shall not apply to any Rental Strata Lot.
5. The Owner shall keep and maintain the Rental Strata Lots in a state of decoration and repair that:
  - (a) complies with the health, safety and housing standards required by law, and
  - (b) having regard to the age, character and location of the strata lot makes it suitable for occupation by a tenant.

AND the Strata Corporation shall keep and maintain the common property of the Remainder in a like state of decoration and repair.

6. If the Remainder is damaged or destroyed the Strata Corporation shall restore the Remainder as soon as reasonably practicable.
7.
  - (a) The Owner shall take all reasonable steps to cause the Strata Corporation to fulfill its obligations herein as soon as reasonably practicable.
  - (b) Straightaway after its creation the Owner shall cause the Strata Corporation to enter into an agreement with the City by which the Strata Corporation covenants to observe and perform its obligations herein. The agreement shall be drawn to the satisfaction of the City's solicitors.
8. After the 60<sup>th</sup> anniversary of the strata title subdivision of the Remainder, if it is not economic to repair or restore the Remainder and the Rental Strata Lots or to keep and maintain the Remainder and the Rental Strata Lots in tenantable condition as aforesaid, the City will abandon, surrender and release the Owner from this agreement and, at the Owner's expense, cause this agreement to be released from the titles to the Rental Strata Lots. Any disagreement between the Owner and the City as to whether the City is obliged to abandon, surrender and release the Owner from this agreement shall be determined by arbitration conducted pursuant to the *Commercial Arbitration Act* of British Columbia. One half of the costs of the arbitration shall be borne by the City and one half by the Owner. Each party shall bear the cost of its own legal counsel. If all Rental Strata Lots are not owned by the same owner, the arbitration shall not proceed unless all Rental Strata Lot Owners agree in writing to participate in and be bound by the arbitration.
9. To forestall the wrongful occupation of a Rental Strata Lot by its owner the parties agree to supplement this housing agreement with a covenant made pursuant to Section 219 of the *Land Title Act* by which the separate sale or transfer of each Rental Strata Lot is prohibited. In turn, this covenant may be replaced by several covenants made pursuant to Section 219 of the *Land Title Act* which together charge all Rental Strata Lots. Each of the several covenants will prohibit the separate sale or transfer of the not less than 8 or more Rental Strata Lots which each charges.
10. This agreement may be enforced by mandatory and prohibitory orders of the court.
11. In any action to enforce this agreement the City may seek punitive damages. This shall not apply to the arbitration contemplated in paragraph 8.
12. In any action to enforce this agreement the City shall be entitled to court costs on a solicitor and own client basis.
13. At the Owner's expense, the City will release this agreement and notation thereof from the title to the Air Space Parcel.
14. At the Owner's expense, the City will release this agreement and notation thereof from the title to 3 of the strata lots created by subdividing the Remainder by strata plan. The City shall choose the 3 strata lots.
15. Following issuance of the occupancy permit for the whole of the Remainder, the City will grant priority over this agreement for any Central Mortgage and Housing Corporation insured first mortgage of the Remainder.

16. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic and vice versa where the context or the parties require.

17. This Agreement shall enure to the benefit of and be binding upon the Owner and its successors, trustees and assigns and all parties claiming through them and this Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns and this Agreement shall charge and run with the Lands and all strata lots created therefrom and enure to the benefit of and be binding upon the owners from time to time of the Lands and all strata lots created therefrom and all parties claiming through such owners and their respective heirs, executors, administrators, trustees and successors. Upon subdivision of the Remainder by strata plan this agreement shall enure to the benefit of and be binding on the Strata Corporation and this agreement shall charge all common property of such strata plan.

IN WITNESS WHEREOF the Owner has caused its authorized signatories to sign and date this agreement as set out hereunder and the City has caused its authorized signatory to sign and date this agreement as set out hereunder.

Execution Date

Y M D

Officer:

Party:

**709 HOMES LTD.**  
by its authorized signatories:

\_\_\_\_\_

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\_\_\_\_\_  
Sign and Print Name:

\_\_\_\_\_  
Sign and Print Name:

**CITY OF VANCOUVER** by its  
Authorized Signatory:

\_\_\_\_\_  
Joe Stubbs, Solicitor  
City of Vancouver  
453 West 12th Avenue  
Vancouver, B.C., V5Y 1V4  
604-873-7504

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\_\_\_\_\_

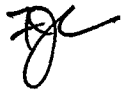
Approved by By-law No. \_\_\_\_\_

END OF AGREEMENT

**EXPLANATION****A By-law to amend CD-1 By-law No. 8131  
re 1980 Foley Street**

After the public hearing on October 6 and 8, 2009, Council resolved to add to the permitted uses in this CD-1 By-law. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
July 20, 2010



1980 Foley Street  
Great Northern Way Campus

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

**A By-law to amend CD-1 By-law No. 8131**

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

1. From the first row of the first column of Table 1 in section 5 of By-law No. 8131, Council strikes out "Office Use, but limited to Information Technology;", and substitutes:

"Office Uses, limited to Information Technology, except for Sub-area 1 which is limited to Information Technology, Financial Institution, General Office, Health Care Office, and Health Enhancement Centre;"

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Mayor

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



**EXPLANATION****A By-law to amend the Zoning and Development By-law  
re 887 Great Northern Way**

After the public hearing on October 6 and 8, 2009, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for 887 Great Northern Way. 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  
July 20, 2010



887 Great Northern Way

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-615(a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

**Uses**

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (488).

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

- (a) Cultural and Recreational Uses, not including Casino - Class 1, Casino - Class 2, Golf Course or Driving Range, Marina, Riding Ring, Stadium or Arena, and Zoo or Botanical Garden;
- (b) High Technology Uses, limited to the research, development, assembly, and manufacturing functions of high technology industries including computers, software, telecommunications, bio-medical technologies, multimedia, film post-production, scientific and control instruments, and energy and environmental technologies;
- (c) Institutional Uses, limited to Child Day Care Facility, Public Authority Use, and School - University or College;
- (d) Manufacturing Uses, limited to Batteries Manufacturing, Brewing or Distilling, Electrical Products or Appliances Manufacturing, Paper Products Manufacturing, and Printing or Publishing;
- (e) Office Uses;

- (f) Parking Uses;
- (g) Retail Uses, not including Gasoline Station - Full Serve, Gasoline Station - Split Island, and Vehicle Dealer;
- (h) Service Uses, not including Animal Clinic, Auction Hall, Bed and Breakfast Accommodation, Body-rub Parlour, Drive-through Service, Funeral Home, Laundry or Cleaning Plant, Motor Vehicle Repair Shop, Motor Vehicle Wash, Repair Shop - Class B, Restaurant - Drive-in, and Sign Painting Shop;
- (i) Transportation and Storage Uses, limited to Storage Warehouse;
- (j) Utility and Communication Uses, limited to Public Utility and Radiocommunication Station;
- (k) Wholesale Uses, limited to Wholesaling - Class A; and
- (l) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

### Density

3.1 The floor space ratio for all uses combined must not exceed 3.0.

3.2 Computation of floor space ratio must include all floors having a ceiling height of 1.2 m, both above and below ground, measured to the extreme outer limits of the building.

3.3 Computation of floor space ratio must exclude:

- (a) any portion of a floor used for heating and mechanical equipment or other uses which, in the opinion of the Director of Planning, are similar to the foregoing;
- (b) any portion of a floor used for off-street parking, loading, and bicycle storage that, for each parking area, is at or below the base surface;
- (c) areas of undeveloped floors located above the highest storey or half-storey and to which there is no permanent means of access other than a hatch;
- (d) amenity areas accessory to industrial and office uses, except that the total area excluded, which is at or above the base surface, must not exceed 6 000 m<sup>2</sup>;
- (e) child day care facility;
- (f) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause does not apply to walls in existence prior to March 14, 2000; and

(g) with respect to exterior:

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

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

**Building height**

4. The building height, except for the mechanical penthouse and roof, must not exceed 30.5 m, as measured from base surface.

**Parking, loading, and bicycle spaces**

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

**Severability**

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.

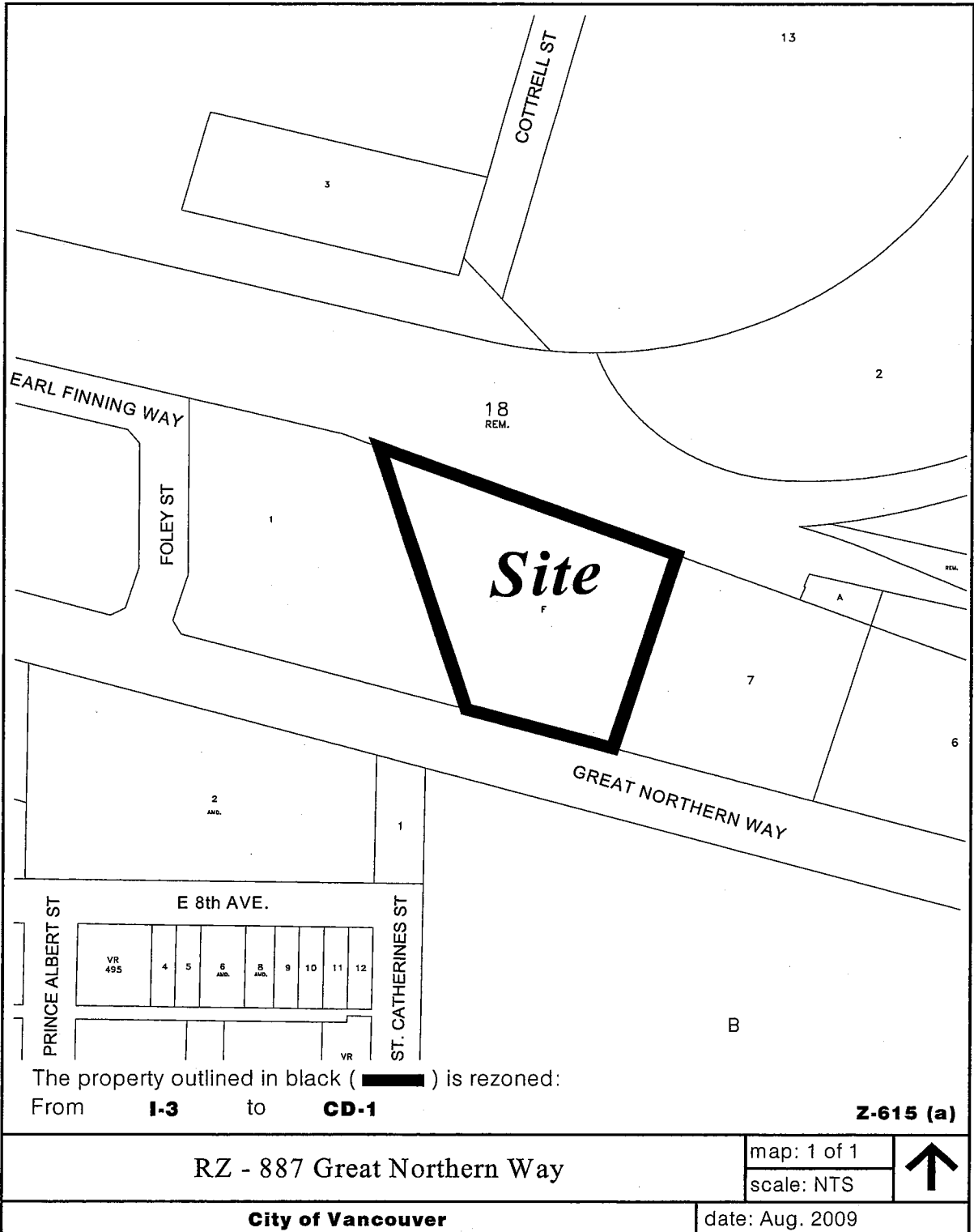
**Force and effect**


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

ENACTED by Council this                      day of                      , 2010

\_\_\_\_\_  
Mayor

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



The property outlined in black (  ) is rezoned:  
 From **I-3** to **CD-1**

**Z-615 (a)**

RZ - 887 Great Northern Way

map: 1 of 1

scale: NTS



**City of Vancouver**

date: Aug. 2009

**EXPLANATION****A By-law to amend the Sign By-law  
re 887 Great Northern Way**

After the public hearing on October 6 and 8, 2009, Council resolved to amend the Sign By-law to add this site to Schedule E. 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  
July 20, 2010

887 Great Northern Way

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 Schedule E of the Sign By-law, Council adds:  
"887 Great Northern Way CD-1 (488) B (I-3)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Sign By-law  
re 2967 Grandview Highway**

After the public hearing on June 22, 2010, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
July 20, 2010





2967 Grandview Highway

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 the end of Schedule E of the Sign By-law, in the appropriate columns, Council adds:  
"2967 Grandview Highway            CD-1(486)            10091            B (I-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            , 2010

\_\_\_\_\_  
Mayor

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