

EXPLANATION**A By-law to amend By-law No. 9935,
a By-law to Authorize Borrowing and Incurring a Debt
for the False Creek Neighbourhood Energy Utility**

On October 6, 2009, Council enacted By-law 9935 to authorize a low interest loan from the Federation of Canadian Municipalities ("FCM") Green Municipal Fund to the City in the amount of \$5,000,000 for the development of the Neighbourhood Energy Utility ("NEU"). That loan was to be secured by a debenture with a term of 120 months. At the City's request, the FCM has agreed to extend the loan term from 120 months to 240 months, which will reduce the annual debt servicing charges associated with the development of the NEU and better match the levelized rate structure approved for the NEU. In order to extend the term of the debenture from 120 months to 240 months, it is necessary for Council to enact the attached amendments to By-law 9935.

Director of Legal Services
September 21, 2010

BY-LAW NO. _____



**A By-law to amend By-law No. 9935
regarding miscellaneous amendments**

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

1. This By-law amends the indicated provisions of By-law No. 9935, a By-law to Authorize Borrowing and Incurring a Debt for the False Creek Neighbourhood Energy Utility.
2. From section 6, Council strikes out the words "one hundred and twenty (120) months" wherever those words occur and substitutes the words "two hundred and forty (240) months" in each case.
3. 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

**Vancouver Development Cost Levy By-law
amending by-law re rates**

Council resolved on June 24, 2010 to amend the Vancouver Development Cost Levy By-law regarding DCL rates, and this by-law implements that resolution.

Director of Legal Services
September 21, 2010

BY-LAW NO. _____

A By-law to amend
Vancouver Development Cost Levy By-law No. 9755
regarding 2010 rate adjustments

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

1. From section 3.2 of the Vancouver Development Cost Levy By-law, Council from:
 - (a) the first line, strikes out "\$82.88", and substitutes "\$112.16";
 - (b) each of subsections (a) and (b), strikes out "\$23.68", and substitutes "\$26.16";
and
 - (c) subsection (c), strikes out "\$33.37", and substitutes "\$44.89".
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on September 30, 2010.

ENACTED by Council this _____ day of _____, 2010

Mayor

City Clerk

EXPLANATION**Area Specific Development Cost Levy By-law
amending by-law re rates**

Council resolved on June 24, 2010 to amend the Area Specific Development Cost Levy By-law regarding DCL rates, and this by-law implements that resolution.

Director of Legal Services
September 21, 2010

BY-LAW NO. _____



A By-law to amend
Area Specific Development Cost Levy By-law No. 9418
regarding 2010 rate adjustments

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

1. In section 3.2 of the Area Specific Development Cost Levy By-law, Council from:
 - (a) the first line, strikes out "\$43.06", and substitutes "\$75.99"; and
 - (b) from subsection (a) strikes out "\$17.22", and substitutes "\$30.35".
2. In section 3.3 of the Area Specific Development Cost Levy By-law, Council from:
 - (a) the first line, strikes out "\$53.82", and substitutes "\$101.72"; and
 - (b) from subsection (a) strikes out "\$21.53", and substitutes "\$40.69".
3. In section 3.4 of the Area Specific Development Cost Levy By-law, Council from:
 - (a) the first line, strikes out "\$34.98", and substitutes "\$59.09";
 - (b) from subsections (a) and (b) strikes out "\$18.84", and substitutes "\$24.43";
and
 - (c) from subsection (c) strikes out "\$21.53", and substitutes "\$36.38".
4. In section 3.5 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$139.93", and substitutes "\$155.86".
5. In section 3.6 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$20.45", and substitutes "\$31.75".
6. In section 3.7 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$32.29", and substitutes "\$49.73".
7. In section 3.8 of the Area Specific Development Cost Levy By-law, Council from:
 - (a) the first line, strikes out "\$5.38", and substitutes "\$7.75"; and
 - (b) from subsection (a) strikes out "\$21.53", and substitutes "\$31.11".

8. In section 3.9 of the Area Specific Development Cost Levy By-law, Council from:
 - (a) the first line, strikes out “\$34.98”, and substitutes “\$64.69”; and
 - (b) from subsections (a) and (b) strikes out “\$18.84”, and substitutes “\$26.26”.
9. In section 3.10 of the Area Specific Development Cost Levy By-law, Council from:
 - (a) the first line, strikes out “\$156.08”, and substitutes “\$168.78”; and
 - (b) from subsection (a) strikes out “\$23.68”, and substitutes “\$25.62”.
10. In section 3.11 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out “\$100.75”, and substitutes “\$112.16”.
11. 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.
12. This By-law is to come into force and take effect on September 30, 2010.

ENACTED by Council this _____ day of _____, 2010

Mayor

City Clerk

EXPLANATION**Noise Control By-law amending by-law
re 2330 - 2372 Kingsway and 2319 East 30th Avenue**

This amendment, approved by Council on October 20, 2005, adds 2330 - 2372 Kingsway and 2319 East 30th Avenue to the Noise Control By-law.

Director of Legal Services
September 21, 2010

2330 - 2372 Kingsway
2319 East 30th Avenue

BY-LAW NO. _____



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

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

1. To Schedule B of By-law No. 6555, at the end, Council adds:
"CD-1 (487) By-law No. 10094 2330 - 2372 Kingsway and
2319 East 30th Avenue".
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 1201 - 1215 Bidwell Street and 1702 - 1726 Davie Street**

After the public hearing on December 1 and 10, 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
September 21, 2010

1201 - 1215 Bidwell Street
1702 - 1726 Davie Street

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:

“1201 - 1215 Bidwell Street
1702 - 1726 Davie Street CD-1 (489) By-law No. 10101 B (C-5)”

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**Noise Control By-law amending by-law
re 1201 - 1215 Bidwell Street and 1702 - 1726 Davie Street**

This amendment, approved by Council on December 15, 2009, adds the captioned properties to the Noise Control By-law.

Director of Legal Services
September 21, 2010

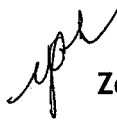
EXPLANATION**A By-law to amend the Zoning and Development By-law
re 2304 West 8th Avenue**

At regular Council on November 5, 2009, after the public hearing on November 3, 2009, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for 2304 West 8th Avenue. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
September 21, 2010

2304 West 8th 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-616(c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (490).

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

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

Density

3.1 The floor area for all uses, combined, must not exceed 2.05.

3.2 Computation of floor space ratio must include:

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

3.3 Computation of floor space ratio must exclude:

- (a) open residential balconies, sundecks, ground floor colonnades, porches and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the residential floor area being provided;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) the floors or portions of floors used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, which are:
 - (i) at or below the base surface except that the exclusion for a parking space must not exceed 7.3 m in length, or
 - (ii) in the case of off-street parking, above the base surface in an accessory building in the rear yard except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) areas of undeveloped floors located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit;
- (f) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (g) neighbourhood amenity areas for the social and recreational enjoyment of residents, or that provide a service to the public, including facilities for general fitness or general recreation, and child day care, except that the total area excluded must not exceed 10% of the total floor space ratio;
- (h) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness except that this clause does not apply to walls in existence prior to March 14, 2000; and

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

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

3.4 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board, trellises and other garden structures which support the use of intensive green roofs, roof top gardens, and urban agriculture.

Building height

4.1 The building height must not exceed 13.7 m.

4.2 The Director of Planning, at his or her discretion, may permit a height greater than 13.7 m for:

- (a) architectural appurtenances, such as elevator enclosures, penthouses and stairwells, that:
 - (i) are necessary to give access to a rooftop garden,
 - (ii) do not exceed a height greater than 15.5 m, and
 - (iii) combined, do not cover more than 10% of the roof area; and
- (b) railings, trellises, screens, planters, and other similar elements that are an integral part of the rooftop garden or of the decks and balconies, and that do not exceed a height greater than 15.5 m.

Setbacks

5. The setback of each building, measured from the property line to the building face, must be at least:

- (a) 3.3 m from the north property line;
- (b) 0.9 m from the south property line;

- (c) 3.6 m from the east property line; and
- (d) 2.3 m from the west property line.

Horizontal angle of daylight

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

6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.4 m.

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

6.4 If:

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (490).

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

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

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:

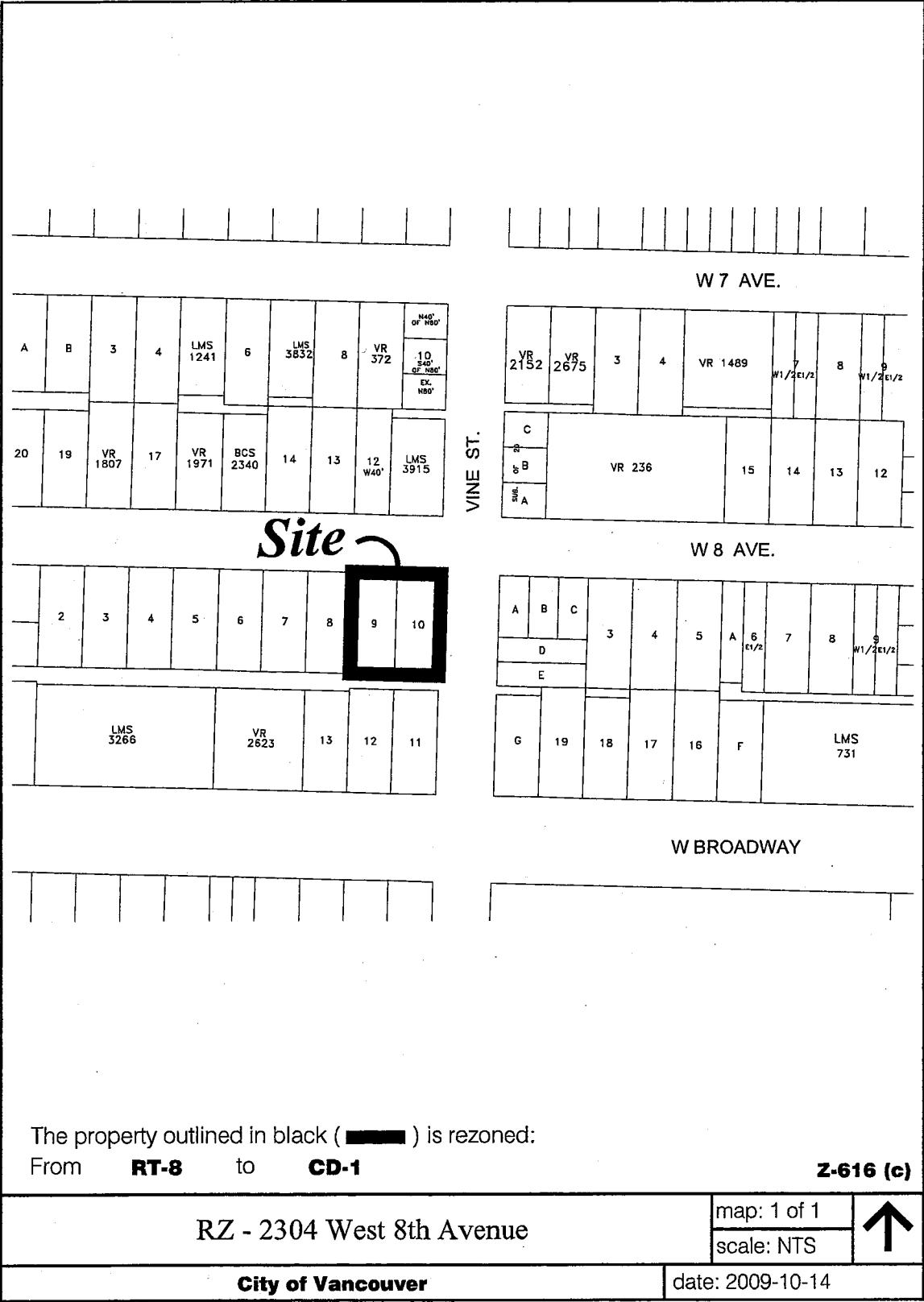
- (a) at least one parking space for each 160.0 m² of gross floor area;
- (b) of the parking spaces referred to in subsection (a), at least 1/3 must be visitor parking spaces and 1/3 disability parking spaces, and, for the purpose of this calculation, disability parking spaces are not to count as two;
- (c) at least 0.5 parking space for a scooter, being an electrically powered scooter having two or more wheels for the sole use of a person who has mobility challenges as a result of a physical disability or illness, for each dwelling unit, with an electrical outlet at each space;
- (d) at least 0.25 bicycle spaces, Class A for each dwelling unit, except that electrical outlets for electric bicycles are not necessary; and
- (e) at least six bicycle spaces, Class B;

unless any amendment to the Parking By-law results in any lesser requirement in which case the lesser requirement is to apply.

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 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



EXPLANATION**Authorization to enter into a housing agreement
re 2304 West 8th Avenue**

On November 5, 2009, Council approved a recommendation to approve a housing agreement for 2304 West 8th Avenue re non-market and core-need housing. Enactment of the attached by-law will implement that resolution, and authorize Council to enter into a housing agreement with the land owner.

Director of Legal Services
September 21, 2010

2304 West 8th Avenue

BY-LAW NO. _____



**A By-law to enact a Housing Agreement
for 2304 West 8th Avenue**

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: 028-112-458
Lot 1
Block 322
District Lot 526
Group 1 New Westminster District
Plan BCP43255

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

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use)

Page 1 of 8 pages

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

Signature of Agent

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

(PID)
028-112-458

(LEGAL DESCRIPTION)

Lot 1 Block 322 District Lot 526 Group 1 New Westminster
District Plan BCP43255

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee

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
(c) Release There is no Part 2 of this instrument

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

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

PROVINCIAL RENTAL HOUSING CORPORATION (Incorporation No. 52129)

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

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

7. ADDITIONAL OR MODIFIED TERMS:*
N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to both signatures)	10			PROVINCIAL RENTAL HOUSING CORPORATION by its authorized signatories: <hr/> Name: <hr/> Name:
<hr/> Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	10			CITY OF VANCOUVER by its authorized signatory: <hr/> Frances J. Connell/Yvonne Liljefors

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

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference March 15, 2010, shall be read as follows:

- (i) the Transferor, Provincial Rental Housing Corporation, as more particularly defined in section 1.1, is called the "Owner"; and
- (ii) the Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;

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

C. The Owner has applied to rezone the Lands from RT-8 to CD-1 (the "Rezoning") to allow development of a four-storey 30 unit residential building with related amenity space to provide affordable accommodation for seniors and for individuals with spinal cord injuries (the "Development"), and the City has agreed subject, *inter alia*, to the Owner entering into an agreement with the City requiring the Lands and Building to be used for 60 years or the life of the Building, whichever is longer, for "social housing" purposes as that term is defined in the DCL By-law and used in Section 523D(10)(d) of the *Vancouver Charter*, which, subject to enactment of a by-law authorizing this Agreement, enactment of the Rezoning, and appropriate registrations in the Land Title Office in respect of this Agreement, may entitle the Owner to an exemption from development cost levies that would otherwise have been payable in respect of the Development.

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 Building:

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals;
- (b) "BC Housing" means the British Columbia Housing Management Commission as continued under the *Ministry of Lands, Parks and Housing Act* RSBC 1996 c.307 or, if it ceases to exist, any other Province of British Columbia agency or other authority carrying out in substance the activities BC Housing carries out by which it establishes the Core Needs Income Thresholds as defined herein;
- (c) "Building" means all structures to be built on the Lands contemplated by the Rezoning and the Development Permit;

- (d) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) **"Core-Need Household"** means:
 - (i) any person, living as a single person household, whose Gross Annual Income, as disclosed by a current Income Statement, is less than the Core Needs Income Threshold applicable to the Dwelling Unit occupied or to be occupied thereby; and
 - (ii) any persons living together as a family whose total combined Gross Annual Income, as disclosed by current Income Statement(s), is less than the Core Needs Income Threshold applicable to the Dwelling Unit occupied or to be occupied thereby;
- (f) **"Core Needs Income Thresholds"**, also known as "Housing Income Limits", means the gross annual income limits established by BC Housing (or Canada Housing and Mortgage Corporation) to determine eligibility under its programs for subsidized housing in British Columbia or, if BC Housing ceases to exist or to establish and/or publish such limits annually or at some other regular period acceptable to the City, then such gross annual income limits as the City may set from time to time based on the BC Housing's methods last used for establishing such limits;
- (g) **"DCL By-law"** means Vancouver Development Cost Levy By-law No. 9755 and all amendments thereto and re-enactments thereof;
- (h) **"Development"** is defined in Recital C;
- (i) **"Development Permit"** means the development permit given by the City to enable the development of the Lands contemplated by the Rezoning;
- (j) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her successors in function and their respective nominees;
- (k) **"Dwelling Units"** means the residential units to be constructed as part of the Development;
- (l) **"Gross Annual Income"** means the greater of:
 - (i) total income or payments from all sources received at any time during the past calendar year regardless of whether it or they are taxable or not, including, without limitation, wages, salary, self employment net income, rents, fees, interest, dividends, pension payments, annuity payments, awards and payments in compensation for lost income, capital gains, bequests, lottery winnings and winnings from gambling and wagering; or

- (ii) current total monthly income or payments from all sources regardless of whether it or they taxable or not, including, without limitation, wages, salary, rents, fees, interest, dividends, pension payments, annuity payments, awards and payments in compensation for lost income, capital gains, bequests, lottery winnings and winnings from gambling and wagering, multiplied by 12;
- (m) "Income Statement" means all of the following documents:
 - (i) a sworn written statement of Gross Annual Income;
 - (ii) a true copy of a filed income tax return, if any, for the preceding calendar year; and
 - (iii) a true copy of the Government of Canada's written assessment, if any, for an income tax return for the preceding calendar year;
- (n) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (o) "Lands" means the parcel described in Item 2 in the Form C attached hereto;
- (p) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees
- (q) "Owner" means Provincial Rental Housing Corporation, and includes any and all of the its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (r) "Rent Roll" means a written paper record showing the names of all persons residing in the Dwelling Units, the Dwelling Units in which they reside, the total Gross Annual Incomes for the occupants of each Dwelling Unit and the current monthly rent payable for each Dwelling Unit;
- (s) "Rezoning" is defined is Recital C;
- (t) "Term" means the term of this Agreement being the life of the Building or 60 years, whichever is longer; and
- (u) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

2. Restrictions on Use and Subdivision. The Owner agrees that:

- (a) the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Owner will use the Lands only for the construction and operation of the Building and the Development, and following completion of such construction,

the Building and the Development will be operated and managed only by a non-profit society or societies, BC Housing or the Owner (as long as the Owner is Provincial Rental Housing Corporation);

- (c) the Dwelling Units will be used only to provide affordable housing for seniors and individuals with spinal cord injuries, with the intent that 20 of the Dwelling Units will be for seniors and 10 will be for individuals with spinal cord injuries;
- (d) at no time will less than thirty percent (30%) all of the Dwelling Units be occupied by Core-Need Households;
- (e) it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold;
- (f) that any subdivision of the Building in contravention of the covenant in paragraph (e) immediately above will be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending plan, at the Owner's expense;
- (g) the Owner will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and will insure it to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands. If the Building or any part thereof is damaged, the Owner will promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (h) any changes to the foregoing restrictions and requirements will be made only with the prior written agreement of the Managing Director of Social Development, who may first seek input from the City's elected Council, subject to section 3 if applicable.

3. Changes in Use. The City acknowledges that the Owner may seek adjustments to the mix and type of tenants required by paragraphs (c) and (d) of section 2 if the financial viability of the project would otherwise be at risk, provided that any such adjustments remain within the general limits set by the City's elected Council in approving the rezoning of the Lands for affordable housing.

4. Record Keeping. The Owner will keep accurate records pertaining to the use of the Building and Dwelling Units as stipulated in Section 2 above, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner shall make these records available for inspection and copying by the City.

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

6. Release and Indemnity. The Owner hereby releases, and agrees to indemnify and save harmless, the City and all City Personnel for and from any cost, claim, demand, complaint,

judgment or order for any injury, loss, damage or expense suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/all City Personnel, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.

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

(a) If to the City:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Managing Director, Social Development Department

(b) If to the Owner:

Provincial Rental Housing Corporation
1701 - 4555 Kingsway
Burnaby, British Columbia
V5H 4V8

Attention: Manager Real Estate Services

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

- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third (3rd) day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (b) if personally delivered, on the date when delivered,

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.

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

9. 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.

10. 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.

11. Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

12. 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.

13. 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.

14. Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a housing agreement
re 1772 Comox Street**

On June 8, 2010, Council approved a recommendation to approve a housing agreement for 1772 Comox Street. Enactment of the attached by-law will implement that resolution, and authorize Council to enter into the housing agreement with the land owner.

Director of Legal Services
September 21, 2010

1772 Comox Street

BY-LAW NO. _____



**A By-law to enact a Housing Agreement
for 1772 Comox 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:

City of Vancouver
Parcel Identifier: 011-276-193
Lot A of Lot 13 Block 60 District Lot 185 Plan 4871;

City of Vancouver
Parcel Identifier: 011-276-207
Lot B of Lot 13 Block 60 District Lot 185 Plan 4871; and

City of Vancouver
Parcel Identifier: 015-755-321
The West ½ of Lot 12 Block 60 District Lot 185 Plan 92

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
1772 Comox Street

THIS AGREEMENT dated for reference the ____ day of _____, 2010

BETWEEN:

COMMONWEALTH HOLDING CO. LTD.
(Incorporation No. 26222)
Suite 1220 - 1200 West 73rd Avenue
Vancouver, British Columbia
V6P 6G5

(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 those certain parcels or tracts of land and premises situate in the City of Vancouver, in the Province of British Columbia, legally described as:

City of Vancouver
Parcel Identifier: 011-276-193
Lot A of Lot 13 Block 60 District Lot 185 Plan 4871;

City of Vancouver
Parcel Identifier: 011-276-207
Lot B of Lot 13 Block 60 District Lot 185 Plan 4871; and

City of Vancouver
Parcel Identifier: 015-755-321
The West 1/2 of Lot 12 Block 60 District Lot 185 Plan 92

(collectively, the "Lands").

B. The Lands are developed with a residential apartment building (the "Building") previously containing a swimming pool on the first floor.

C. The swimming pool was converted into a dwelling unit.

D. Development Permit DE413247 approves the conversion of the swimming pool into a dwelling unit, but nevertheless, it is a condition of Development Permit DE413247 that those two dwelling units in the Building shown as Suite #101 and Suite #102 on the Schedule A hereof be occupied only by those receiving income assistance as herein required.

NOW THEREFORE THIS AGREEMENT WITNESSES that 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 (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. In this agreement the following terms shall have the following meanings:
 - (a) "Act" means the *Employment and Assistance Act*, S.B.C. 2002, Chapter 40 and amendments thereto and reenactments thereof and successor legislation;
 - (b) "family unit" has the meaning given in the Act;
 - (c) "income assistance" has the meaning given in the Act;
 - (d) "Regulation" means the regulations made from time to time pursuant to the Act;
 - (e) "Controlled Suites" means those two dwelling units on the first floor of the Building shown as Suite #101 and Suite 102 on Schedule A hereof;
 - (f) "Society" means Jewish Family Service Agency of Vancouver or such other society as the City's elected council may appoint from time to time to act for this agreement; and
 - (g) "West End" means that part of the City of Vancouver bounded on the north by West Georgia Street, on the west by Nelson Street, on the south by False Creek and on the east by Burrard Street.
2.
 - (a) Each Controlled Suite shall be rented only to a family unit of one or more members which is qualified by the Society or the City as receiving income assistance pursuant to the Act. The Society shall give the Owner and the City a written statement identifying the qualifying family unit members and stating that he, she or they receive income assistance pursuant to the Act. The written statement shall include the full name, age and gender of each member of the family unit. The Society shall also give the Owner and the City a copy of current governmental identification for each member of the family unit and a copy of current governmental correspondence or identification showing that each adult of the qualified family unit is receiving income assistance pursuant to the Act.
 - (b) When qualifying a family unit, the Society shall give priority to those who are long term West End residents. The Society shall give the Owner a copy of the material establishing the long term West End residency.

- (c) Any reasonable fees or charges by the Society or the City for qualifying family units to occupy the Controlled Suites from time to time are payable by the Owner.
3. The Owner shall not enter into any tenancy agreement for a Controlled Suite until:
- (a) the Owner has received from the Society or the City all the material concerning the qualified family unit referred to in paragraph 2; and
 - (b) the qualified family unit has received a copy of this agreement.
4. Each tenancy agreement for a Controlled Suite shall include substantially the following conditions:
- (a) Yearly on the anniversary of the start of the tenancy the Tenants shall give to the Landlord proof of their current receipt of income assistance pursuant to the *Employment and Assistance Act* of British Columbia or successor legislation. The Tenants consent to the Landlord providing the City with a copy of the proof of their current receipt of income assistance pursuant to the *Employment Assistance Act* of British Columbia or successor legislation; and
 - (b) If the Tenants cease to qualify for income assistance pursuant to the *Employment and Assistance Act* of British Columbia or successor legislation then the Tenants no longer qualify to occupy the premises and the Landlord shall end the tenancy as soon as the law allows.
5. All tenancy agreements for Controlled Suites shall be from month to month. No tenancy agreement for a Controlled Suite shall be for a fixed term.
6. Regardless of the size of the family unit, the monthly rent charged to each family unit renting a Controlled Suite shall not exceed the maximum monthly shelter allowance from time to time for a one person family unit set out in the monthly shelter allowance table of the Regulation. As of December 1, 2009 such maximum monthly shelter allowance was \$375.00
7. Within 30 days of the qualified family unit moving into the Controlled Suite, the Owner shall provide the City with a copy of the tenancy agreement with that family unit and a copy of all material received from the Society pursuant to paragraph 2 concerning that family unit.
8. For each Controlled Suite:
- (a) upon receipt, the Owner shall provide the City with a copy of the tenants' proof of their current receipt of income assistance pursuant to the Act which is provided to the Owner each anniversary of the start of the tenancy;
 - (b) if within 30 days of the anniversary of the start of the tenancy the tenants fail to provide the Owner with proof of their current receipt of income assistance pursuant to the Act, the Owner shall so advise the City in writing immediately; and

- (c) if the City is not satisfied with the proof provided to it pursuant to subparagraph 8(a) or if, pursuant to subparagraph 8(b), the Owner advises the City that the tenants failed to provide proof of their current receipt of income assistance pursuant to the Act it shall be deemed that the tenants are not qualified to occupy their Controlled Suite and by written notice the City may require the Owner to end the tenants' tenancy of the Controlled Suite as soon as the law allows. Upon receipt of such notice from the City the Owner shall end such tenants' tenancy of the Controlled Suite as soon as the law allows.

9. Whether written or oral, a Controlled Suite tenancy agreement with anyone not qualified by the Society or the City as currently receiving income assistance pursuant to the Act shall have no force or effect.

10. For each month or part thereof that a Controlled Suite is rented or occupied by someone not qualified by the Society or the City as receiving income assistance pursuant to the Act the City shall be deemed to have suffered financial loss equal to the then current market rental value of the Controlled Suite. The per square foot market rental value of a Controlled Suite shall be deemed to be the average per square foot market rental value of rental suites in comparable buildings within one mile of the Lands. The area of each Controlled Suite shall be as set forth on the development permit approving each Controlled Suite as a dwelling unit. Paragraph 10 is not a penalty; rather, paragraph 10 is intended to promote compliance in the public interest when the damages of non-compliance are difficult to measure. When calculating the City's financial loss the following shall not be counted:

- (a) each month or part thereof that the Owner reasonably could not have known that the tenants were not in receipt of income assistance pursuant to the Act, and
- (b) each month or part thereof it takes to end the tenancy of tenants not qualified to occupy a Controlled Suite.

11. If the Building is subdivided by strata plan any strata corporation by-law which prohibits, restricts or limits the rental of strata lots shall not apply to the Controlled Suites.

12. Upon written request, the City shall promptly grant to any holder of a mortgage of the Lands priority over this agreement on condition that the holder of such mortgage agrees in writing with the City:

- (a) to not disturb or challenge any tenancy of the Controlled Suites required by this agreement, except by reason of the wrongful act of the tenants;
- (b) to not challenge the validity of this agreement or the obligations on the Owner hereunder;
- (c) to refrain from including the City (or any subsequent holder of this agreement) as a defendant in any foreclosure action or other actions to enforce any term of or remedies provided by such mortgage unless the purpose of including the City (or any subsequent holder of this agreement) in such action is not related to this agreement;

- (d) to be bound by this agreement upon taking control or possession of the Lands, either directly or through a receiver or receiver-manager; and
- (e) to be bound by this agreement upon becoming fee simple owner of the Lands.

So that such covenants shall run with any such mortgage and enure to the benefit of and be binding upon the assignees thereof, such covenants of priority shall be in the form of a registrable modification of such mortgage to which the Owner and the City shall be parties. Such agreement shall have no force or effect until completion of registration thereof in the Land Title Office. Subject to the foregoing, any such priority agreement and modification of mortgage shall be drawn to the reasonable satisfaction of the solicitors for the Owner, the City and mortgagee so concerned.

- 13. This agreement may be enforced by mandatory and prohibitory orders of the court.
- 14. In any action concerning this agreement the City may seek punitive damages.
- 15. In any action concerning this agreement the City shall be entitled to court costs on a solicitor and own client basis.
- 16. All notices, demands or requests of any kind which a party may be required or permitted to serve on another in connection with this agreement must be in writing and shall be served on the other party by registered mail, fax or by personal service to the following address for each party:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention: Assistant Director, Housing Policy,
Social Development Department

Commonwealth Holding Co. Ltd.
(Incorporation No. 26222)
Suite 1220 - 1200 West 73rd Avenue
Vancouver, British Columbia
V6P 6G5

If made by registered mail service of any such notice, demand or request will be deemed complete seven days after the day of mailing except where there is a postal service disruption during such period in which case service will be complete upon actual delivery of the notice, demand or request.

If made by facsimile transmission service of any such notice, demand or request will be deemed complete on the third business day after the day when the facsimile transmission was transmitted.

If delivered service of any such notice, demand or request will be deemed complete two days after the day of delivery.

Any party from time to time, by notice in writing served upon the other party, may designate a different address, or additional persons to which all notices, demands or requests are to be addressed.

17. 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.

18. 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 enure to the benefit of and be binding upon the owners from time to time of the Lands and all parties claiming through such owners and their respective heirs, executors, administrators, trustees and successors.

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:

**COMMONWEALTH HOLDING CO.
LTD.** by its authorized
signatories:

(Solicitor)

10

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

10

Approved by By-law No. _____

As principal and beneficial owner of the Lands, MJD Holdings Inc. hereby consents to and directs Commonwealth Holding Co. Ltd. to enter into this agreement with City of Vancouver.

Execution Date

Y M D

Officer:

Party:

MJD HOLDINGS INC. by its
authorized signatories:

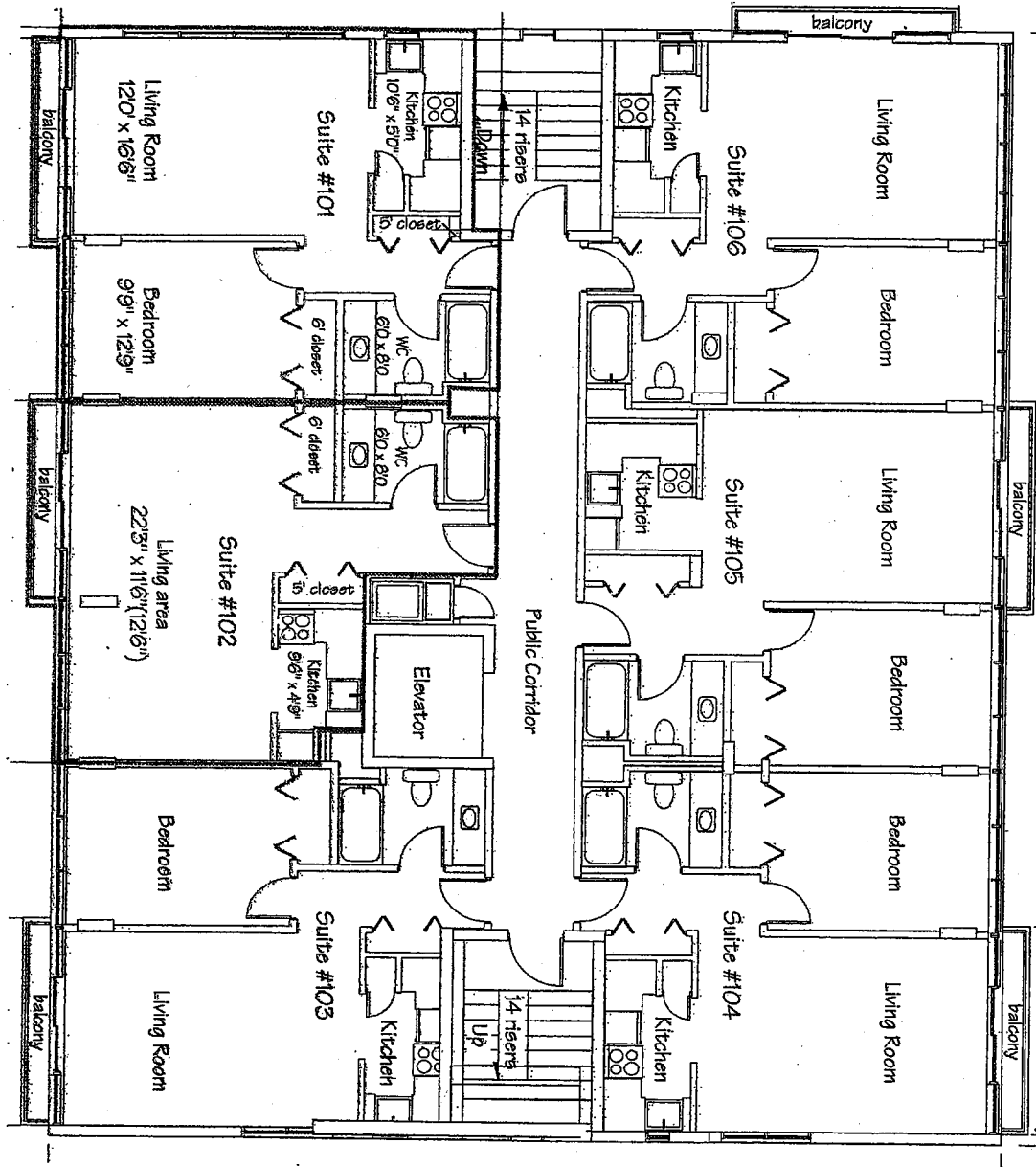
(Solicitor)

10

Sign and Print Name:

Sign and Print Name:

SCHEDULE A



PRIORITY AGREEMENT

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

INDUSTRIAL ALLIANCE PACIFIC INSURANCE AND FINANCIAL SERVICES INC.
(the "Chargeholder")

Holder of MORTGAGE BB65391 and ASSIGNMENT OF RENTS BB653932
(together, the "Charge")
charging Lot A of Lot 13 Block 60 District Lot 185 Plan 4871
(the "Lands")

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby consents to the granting of the Housing Agreement (the "Encumbrance") which is contained in the attached agreement, and consents and agrees that the Encumbrance shall be binding upon and enforceable against the Lands in accordance with its terms and shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

Execution Date

Y M D

Officer:

Party:

INDUSTRIAL ALLIANCE PACIFIC
INSURANCE AND FINANCIAL
SERVICES INC. by its authorized
signatory(ies):

10

(Solicitor)

Sign and Print Name:

Sign and Print Name:

END OF DOCUMENT

EXPLANATION**A By-law to amend the Energy Utility System By-law
re miscellaneous amendments**

On July 20, 2010, Council resolved to amend the Energy Utility System By-law to establish different customer levies for different classes of buildings. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
September 21, 2010

BY-LAW NO. _____



**A By-law to amend Energy Utility System By-law No. 9552
regarding miscellaneous amendments**

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

1. This By-law amends the indicated provisions and schedule of the Energy Utility System By-law.
2. Council repeals the definition of “levy” in section 1.2, and substitutes:
‘ “levy” means:
 - (a) for any residential or mixed use building located in Southeast False Creek, a fixed capacity fee based on net floor area determined by the city at the time of issuance of the building permit for that building, and
 - (b) for any residential or mixed use building not located in Southeast False Creek, and for any non-residential building, a fixed capacity fee based on the greater of the estimated peak heat energy demand of the building determined by the city at the time of application for service, or the actual peak heat energy demand of the building determined by the city by reading the meter;’.
3. In section 1.2, Council adds the following definitions:
 - (a) after the definition of “meter”, Council inserts:
‘ “mixed use building” means a building used for industrial, commercial or institutional purposes in which residential uses comprise 50% or more of the net floor area;

“non-residential building” means a building used primarily for industrial, commercial or institutional purposes, in which residential uses comprise less than 50% of the net floor area;’, and
 - (b) after the definition of “registered professional”, Council inserts:
‘ “residential building” means a building in which residential uses comprise 100% of the net floor area;’.

4. Council repeals Schedule C, and substitutes:

**“SCHEDULE C
LEVIES AND CHARGES**

PART 1 - Excess demand fee

Excess demand fee for each 1 W per m ² of the aggregate of the estimated peak heat energy demand referred to in section 5.3(b) (i), (ii), and (iii) that exceeds 65 W per m ²	\$1.50
---	--------

PART 2 - Monthly levy

SEFC residential or mixed use building	\$0.44 per m ²
Residential or mixed use building located outside SEFC	\$6.62 per KW of peak heat energy demand
Non-residential building	\$6.62 per KW of peak heat energy demand

PART 3 - Monthly charge

Monthly charge	\$37.00 per MW per hour
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PART 4 - Credit

Credit for heat energy returned to energy transfer station	\$37.00 per each MW per hour multiplied by 50%
--	--

PART 5 - Billing frequency particulars

Each of the levy and charge is billable monthly.”

EXPLANATION**A By-law to amend the Zoning and Development By-law
re 1142 Granville Street**

After the public hearing on June 22, June 24 and July 6, 2010, Council resolved to amend the Zoning and Development By-law to create a CD-1 by-law for 1142 Granville Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
September 21, 2010

1142 Granville Street

BY-LAW NO. _____



**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

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

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-622(b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (491).

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

- (a) Retail Uses;
- (b) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Body-rub Parlour, Cabaret, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class B, Restaurant, School - Arts or Self Improvement, School - Business, School - Vocational or Trade;
- (c) Dwelling Uses in conjunction with other uses in this section 2.2; and
- (d) Accessory Use customarily ancillary to any use permitted by this section 2.2.

Conditions of use

3. Dwelling units are in an "activity zone" as defined in the Noise Control By-law, and, as a result, are subject to noise from surrounding land uses and street activities at levels permitted in industrial and downtown districts.

Density

4.1 Computation of floor space ratio must assume that the site consists of 2 741 m², being the site size at the time of enactment of the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 5.72.

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

4.4 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 such exclusions must not exceed 8 per cent of the residential floor area;
- (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (c) the floors or portions of floors used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, which are at or below the base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) residential storage space above or below base surface;
- (e) 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 shall not apply to walls in existence prior to March 14, 2000; and
- (f) with respect to exterior:
 - (i) wood frame construction walls greater than 152 mm thick that accommodate RSI 3.85 (R-22) insulation, or
 - (ii) walls other than wood frame construction greater than 152 mm thick that meet the standard RSI 2.67 (R-15),

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

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

- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony exclusions must not exceed 8 per cent of the residential floor area being provided, and
 - (ii) no more than 50 per cent of the excluded balcony floor area may be enclosed; and
- (b) amenity areas, except that the exclusion must not exceed, in aggregate, the lesser of 20 per cent of the permitted floor area or 929 m².

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

Height

5.1 The building height, measured above the base surface, must not exceed 28 m.

5.2 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:

- (a) mechanical appurtenances such as elevator machine rooms, and
- (b) access and infrastructure required to maintain green roofs or urban agriculture, or roof-mounted energy technologies including solar panels, wind turbines and similar items, if the Director of Planning first considers:
 - (i) all applicable policies and guidelines adopted by Council, and
 - (ii) the effects on public and private views, shadowing, privacy, and open spaces.

Parking, loading, and bicycle parking

6. Any development or use of the site requires the provision, development, and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking, loading, and bicycle parking, except that, there must be a minimum of one Class B loading space provided for shared dwelling and commercial uses.

Acoustics

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

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

Severability

8. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

Force and effect

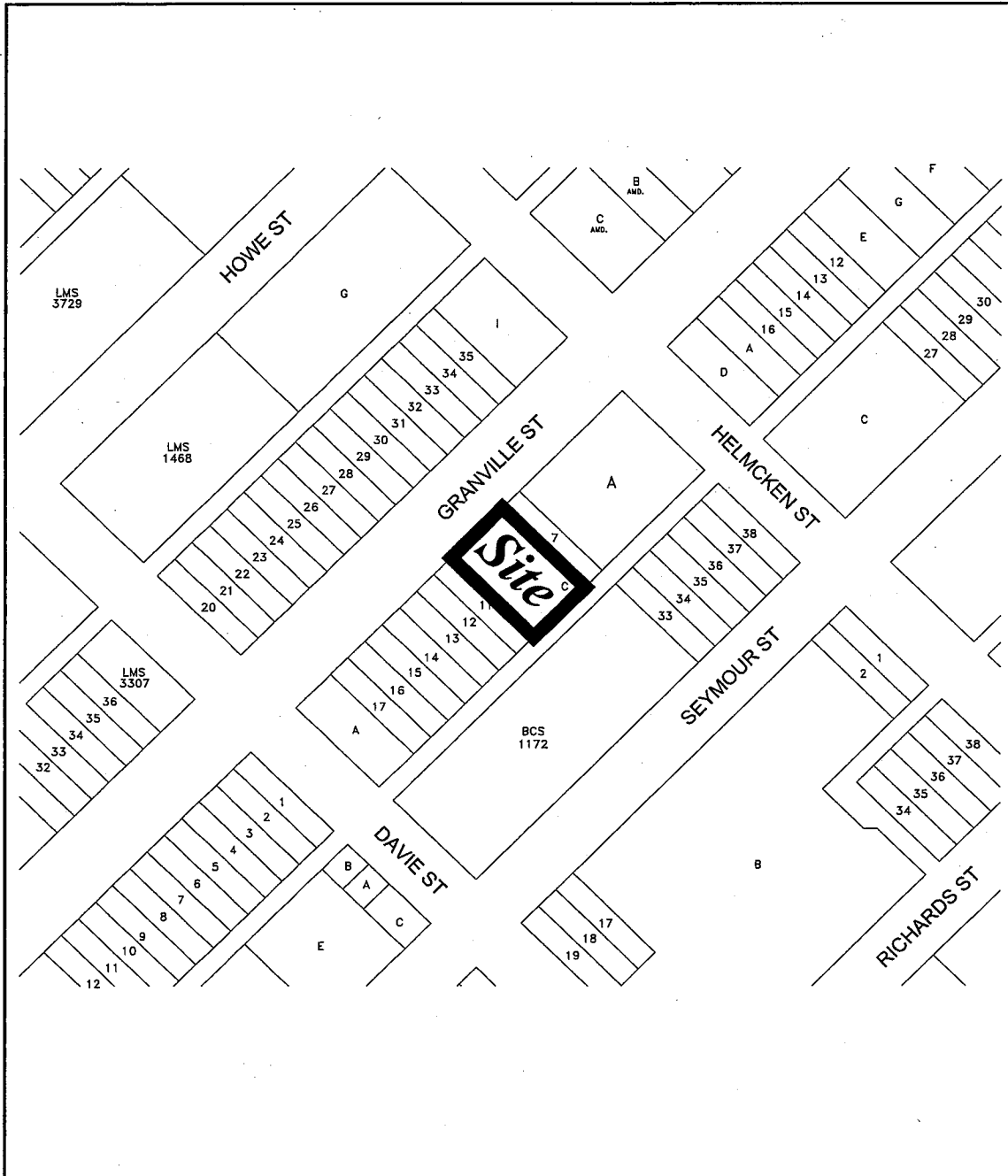
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2010

Mayor

City Clerk

Schedule A



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

Z-622 (b)

RZ - 1142 Granville Street	map: 1 of 1	
	scale: NTS	
City of Vancouver	date: 2010-05-27	

EXPLANATION**Authorization to enter into a housing agreement
re 1142 Granville Street**

On July 6, 2010, Council approved a recommendation to approve a housing agreement for 1142 Granville Street. Enactment of the attached by-law will implement that resolution, and authorize Council to enter into the housing agreement with the land owner.

Director of Legal Services
September 21, 2010

1142 Granville Street

BY-LAW NO. _____



**A By-law to enact a Housing Agreement
for 1142 Granville 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:

City of Vancouver
Parcel Identifier: 027-581-527
Parcel C Block 93 District Lot 541
Group 1 New Westminster District Plan BCP37419;

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

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use)

Page 1 of 8 pages

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

Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

027-581-527

Parcel C Block 93 District Lot 541 Group 1 New Westminster District
Plan BCP37419

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE (page and
paragraph)

PERSON ENTITLED TO
INTEREST

Section 219 Covenant

Entire Instrument

Transferee

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

(c) Release

There is no Part 2 of this instrument

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

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

BLUE SKY PROPERTIES INC. (Inc. no.: 853373)

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

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

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> Solicitor/Notary (as to both signatures)	10			BLUE SKY PROPERTIES INC., by its authorized signatory(ies): <hr/> Print Name: <hr/> Print Name:
<hr/> Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	10			CITY OF VANCOUVER by its authorized signatory: <hr/> Francis Connell/Yvonne Liljefors

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

TERMS OF AGREEMENT - PART 2
STIR Housing Agreement
1142 Granville Street

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference August 15, 2010, shall be read as follows:

- (i) the Transferor, Blue Sky Properties Inc., as more particularly defined in section 1.1, is called the "Owner"; and
- (ii) the Transferee, City of Vancouver, is called the "City" when referring to corporate entity, and "Vancouver" when referring to geographic location;

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

C. The Owner has applied to rezone the Lands by CD-1 by-law (when and as enacted, the "Rezoning"), to increase the site density to permit construction of a ten storey mixed-use development containing 106 market rental housing units and at-grade commercial uses, and related amenity space, underground parking and service rooms and facilities, and wishes to qualify, pursuant to the City's "Short Term Incentives for Rental" program, for a waiver of the development cost levies that would otherwise be payable by the Owner in respect of the Dwelling Units;

D. Following public hearings on June 22, June 24 and July 6, 2010, the Owner's said rezoning application was conditionally approved by City Council on July 6, 2010, subject, *inter alia*, to the Owner making arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to secure the Dwelling Units as rental housing units pursuant to the City's Short Term Incentives for Rental Housing ("STIR") Program, subject to a no-separate-sales covenant and a no-stratification covenant;

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, in satisfaction of the requirements of section 3.1(b) of the Area Specific DCL By-law, and pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the Building:

1. **Definitions.** In this Agreement the following terms have the definitions now given:
 - (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals;
 - (b) **"Area Specific DCL By-law"** means the City's Area Specific Development Cost Levy By-law No. 9418 as amended by By-law No. 9900 and all further amendments thereto and re-enactments thereof;
 - (c) **"Building"** means any building or structure used, occupied or constructed on the Lands at any time following the date this Agreement is executed by the Owner and the City, and 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, construction on the Lands;
 - (d) **"City Manager"** means the chief administrator from time to time of the City and her/his 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) **"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;
 - (g) **"Dwelling Units"** means 106 residential units contained within the Building, together with all related parking and common service and amenity areas and systems, subject to final approval by the City as to form and contents;
 - (h) **"For-Profit Affordable Rental Housing"** means three or more new dwelling units in the same building or project, determined by the City Manager under section 3.1 of the Area Specific DCL By-law to be affordable, but does not include alterations of or extensions to such units, where "determined by the City Manager" means which the City Manager, after considering the finishing, size, location and other design consideration and proposed rents, considers to be affordable;
 - (i) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c.250, and amendments thereto and re-enactments thereof;
 - (j) **"Lands"** means the parcel described in Item 2 in the Form C attached hereto;

- (k) “**Managing Director of Social Development**” means the chief administrator from time to time of the City’s Social Development Department and his/her successors in function and their respective nominees;
- (l) “**Owner**” means the registered and beneficial owner of the Lands, being Blue Sky Properties Inc. as of the reference date hereof, and includes any and all of the its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (m) “**Term**” means the term of this Agreement, which will commence on the date when this Agreement has been executed by all parties to it, and will end on:
 - (i) the 60 year anniversary of that commencement date; or
 - (ii) the date as of which the Building is demolished or substantially destroyed,

whichever occurs later; and
- (n) “**Vancouver Charter**” means the *Vancouver Charter* S.B.C. 1953, c.55, as amended or replaced from time to time.

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

- (a) the Lands and the Building shall not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Dwelling Units shall be used only for the purpose of providing For-Profit Affordable Rental Housing, and if the Building is destroyed or demolished before the end of the Term, then any replacement building built on the Lands shall also contain not less than 106 replacement dwelling units which shall be used only for the purpose of providing For-Profit Affordable Rental Housing, in accordance with the terms of this Agreement and the applicable by-laws of the City, as the same may be amended from time to time;
- (c) it will not rent or sublet, nor will it allow to be rented or sublet, any of the Dwelling Units for a term of less than one month;
- (d) it will not suffer, cause or permit, beneficial or registered title to any of the Dwelling Units (or any replacement dwelling units in any replacement building on the Lands) to be sold or otherwise transferred unless title to every one of the Dwelling Units is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and subject to section 16;
- (e) it will not suffer, cause or permit, the Building (or any replacement building on the Lands) or any part thereof, to be subdivided by strata plan; and
- (f) that any sale of any Dwelling Unit (or any replacement dwelling unit in any

replacement building on the Lands), in contravention of the covenant in section 2(d), and any subdivision of the Building (or any replacement building on the Lands) or any part thereof, in contravention of the covenant in Section 2(e), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense.

3. Record Keeping. The Owner shall keep accurate records pertaining to the use and rental of the Dwelling Units and any replacement dwelling units on the Lands) as For-Profit Affordable Rental Housing, such records to be to the satisfaction of the City Manager. At the request of the City Manager, from time to time, the Owner shall make these records available for inspection and copying by City staff.

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

Prior to the issuance of an occupancy permit for the Building or any part thereof, the Owner shall provide the City with such proof of the insurance required to be taken out pursuant to this section 4, in form and substance satisfactory to the City. Thereafter and throughout the Term, forthwith upon request by the City, the Owner shall provide the City with similar proof of insurance.

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

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

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

8. Notices. All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:

- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third (3rd) day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (b) if personally delivered, on the date when delivered.

If to the City, addressed to:

City of Vancouver
 453 West 12th Avenue
 Vancouver, British Columbia
 V5Y 1V4
Attention: Managing Director of Social Development
 with copy to Director of Legal Services

If to the Owner, addressed to:

Blue Sky Properties Inc.
 1801 - 4555 Kingsway
 Burnaby, British Columbia
 V5H 4T8
Attention: _____

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.

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

10. 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.

11. 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.

12. Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws,

orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

13. 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.

14. 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.

15. Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

16. Sale of Lands or Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to sections 2(d), (e) and 2(f), the Owner shall cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee shall agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this section 16 shall apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
re 5912-5970 Oak Street**

After the public hearing on May 18, 2010, Council resolved to amend the Zoning and Development By-law to create a CD-1 by-law for 5912-5970 Oak Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
September 21, 2010

5912-5970 Oak Street

BY-LAW NO. _____



A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1

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

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-621 (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 (492).

2.2 Subject to approval by Council 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 (492) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

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

Floor area and Density

3.1 Computation of floor space ratio must assume that the site consists of 3 065 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 The number of dwelling units on the site must not exceed 27.

3.3 The floor space ratio for all permitted uses must not exceed 1.0.

3.4 Computation of floor space ratio must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, above and below ground level, measured to the extreme outer limits of the building; and

- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

3.5 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;
- (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 base surface, or
 - (ii) above the base surface, and, if developed as off-street parking, located in an accessory building situate in the rear yard,except that:
 - (iii) the exclusion for a parking space must not exceed 7.3 m in length, and
 - (iv) the exclusion for heating and mechanical equipment in each dwelling unit must not exceed 1.4 m² ;
- (d) amenity areas, including day care facilities, recreation facilities, and meeting rooms, except that the exclusion must not exceed, in aggregate, 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) all residential storage space above or below base surface, except that if the residential storage spaces above base surface exceeds 3.7 m² for a dwelling unit there will be no exclusion for any of the residential storage space above base surface for that unit;
- (g) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness,

except that this clause shall not apply to walls in existence prior to March 14, 2000; and

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

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

Building height

4.1 The building height must not exceed 10.7 m measured from base surface.

4.2 Section 10.11 of the Zoning and Development By-law is to apply to this By-law, except that if:

- (a) in the opinion of the Director of Planning or Development Permit Board, higher structures such as:
 - (i) elevator enclosures, lobbies, and stairwells that provide access for building occupants to rooftop common area,
 - (ii) guardrails that do not exceed the minimum height specified in the Building By-law, and
 - (iii) pergolas, trellises, and tool sheds that support the use of intensive green roofs and urban agriculture,

will not unduly harm the liveability and environmental quality of the surrounding neighbourhood; and

- (b) the Director of Planning or Development Permit Board first considers:
 - (i) all applicable policies and guidelines adopted by Council,
 - (ii) the submission of any advisory group, property owner, or tenant, and
 - (iii) the effects on public and private views, shadowing, privacy, and open spaces,

the Director of Planning or Development Permit Board may allow a greater height for any such structure.

Setbacks

5. The setbacks must be at least:
- (a) 3.66 m from the north and west property lines; and
 - (b) 4.57 m from the south and east property lines.

Parking and bicycle spaces

6. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations and exemptions in, the Parking By-law, of off-street parking spaces and bicycle spaces, all as defined under the Parking By-law, except that off-street parking spaces must include:
- (a) at least 1 residential parking space for each 120 m² of gross floor area, except that no more than 2 residential parking spaces for each dwelling unit need be provided; and
 - (b) visitor parking spaces, at a rate of not less than 0.1 space and not more than 0.2 space for each dwelling unit, separated from the residential parking spaces.

Horizontal angle of daylight

- 7.1 Each habitable room must have at least one window on an exterior wall of a building.
- 7.2 A habitable room referred to in section 7.1 does not include:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) less than 10% of the total floor area of the dwelling unit, or
 - (ii) less than 9.3 m².

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 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

9. 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

10. 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 **RS-1** to **CD-1**

Z-621 (a)

RZ - 5912-5970 Oak Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2010-04-27

EXPLANATION

**Subdivision By-law No. 5208 amending by-law
re 5912 - 5970 Oak Street**

Enactment of the attached by-law will delete 5912 - 5970 Oak Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of May 18, 2010 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
September 21, 2010

5912 - 5970 Oak Street

BY-LAW NO. _____



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

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

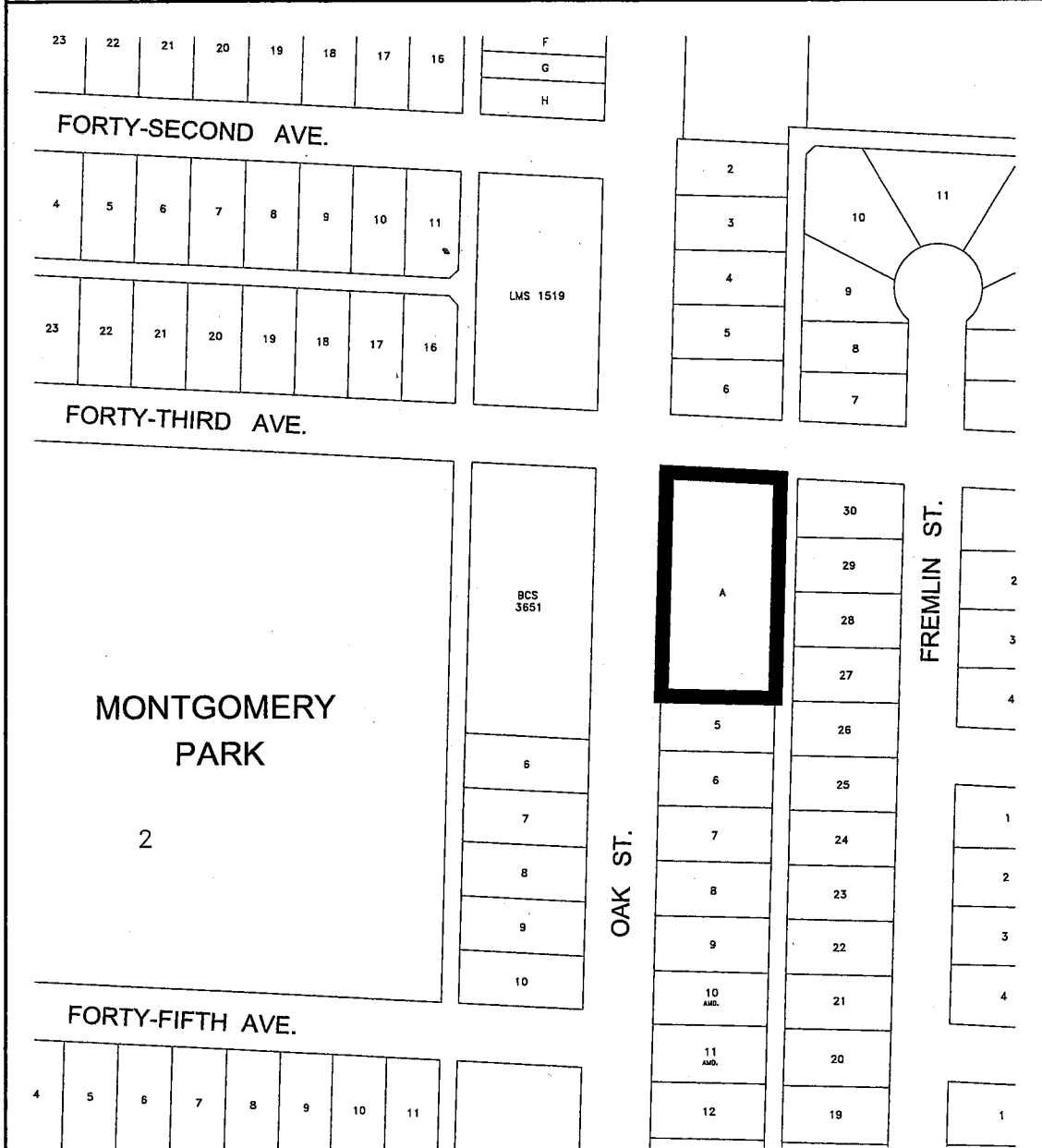
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting therefrom the properties shown in black outline on Schedule A to this By-law in accordance with the explanatory legends, notations, and references incorporated therein.
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

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



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

5912-5970 Oak Street

map: 1 of 1

scale: NTS



City of Vancouver

EXPLANATION**A By-law to amend the Zoning and Development By-law
re 745 Thurlow Street**

After the public hearing on September 16, 2008, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for a development on this site. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
September 21, 2010

745 Thurlow Street

BY-LAW NO. _____



**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

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

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-603 (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 (493).

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

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses in conjunction only with Retail and Service Uses;
- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses; and
- (g) Accessory Use customarily ancillary to any use permitted by this section 2.2.

Floor area and density

3.1 Computation of floor space ratio must assume that the site consists of 2 412.6 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 Despite section 2.1, the Development Permit Board may permit an increase in floor space ratio for dwelling uses only, not to exceed 10% of the total permitted floor space ratio for a building containing dwelling units, resulting from a transfer of extra density from a designated heritage property in relation to which its receipt was as compensation for the reduction in market value at the time of designation.

3.3 The floor space ratio for all uses, combined, must not exceed 15.4, except that if the development includes dwelling uses, the floor space ratio for all uses must not exceed 7.0.

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

3.5 Computation of floor space ratio must exclude:

- (a) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (b) the floors or portions of floors used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, which are at or below the base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (c) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (d) amenity areas including day care facilities, recreation facilities, and meeting rooms, except that the total area excluded must not exceed 1 000 m²; and
- (e) 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.

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

- (a) windows recessed into the building face to a depth of no more than 160 mm, except that the Director of Planning or Development Permit Board may allow a greater depth in cases where it improves building character;
- (b) unenclosed outdoor areas at grade level underneath building overhangs, if:
 - (i) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council and approves the design of any overhangs, and
 - (ii) the area of all overhang exclusions does not exceed 1% of the residential floor area being provided;

- (c) passive solar appurtenances to reduce solar heat gain;
- (d) structures such as pergolas, trellises, and tool sheds which support the use of intensive green roofs and urban agriculture; and
- (e) unenclosed outdoor areas recessed into or projecting from the building's exterior envelope, such as an open balcony, sundeck, porch, or roof garden, which the Director of Planning or Development Permit Board considers to contribute to the building's energy performance character or amenity, except that their total area must not exceed 2% of total floor area.

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

Height

4.1 The building height, measured above the base surface, must not exceed 91.44 m.

4.2 Section 10.11 of the Zoning and Development By-law is to apply to this By-law, except that if:

- (a) in the opinion of the Director of Planning or Development Permit Board, higher structures such as:
 - (i) elevator enclosures, lobbies, and stairwells that provide access for building occupants to rooftop common area,
 - (ii) guardrails that do not exceed the minimum height specified in the Building By-law, and
 - (iii) pergolas, trellises, and tool sheds that support the use of intensive green roofs and urban agriculture,

will not unduly harm the liveability and environmental quality of the surrounding neighbourhood; and

- (b) the Director of Planning or Development Permit Board first considers:
 - (i) all applicable policies and guidelines adopted by Council,
 - (ii) the submission of any advisory group, property owner, or tenant, and
 - (iii) the effects on public and private views, shadowing, privacy, and open spaces,

the Director of Planning or Development Permit Board may allow a greater height for any such structure.

Parking, loading, and bicycle parking

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

Acoustics

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

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

Severability

7. 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.

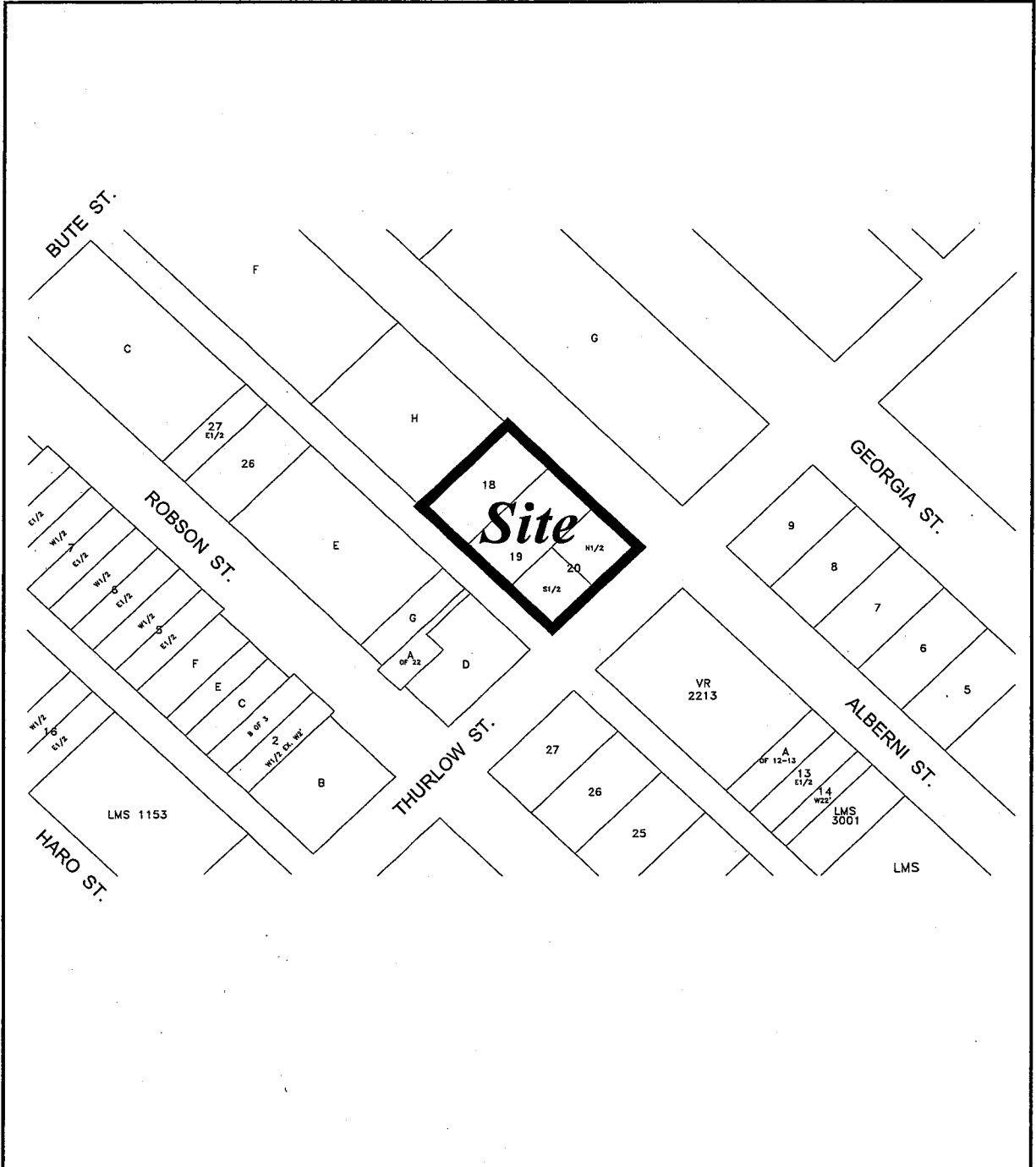
Force and Effect

8. 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 **DD** to **CD-1**

Z-603 (a)

RZ - 745 Thurlow Street	map: 1 of 1	
	scale: NTS	
City of Vancouver	date: August 2008	

EXPLANATION**A By-law to amend the Zoning and Development By-law
re 538-560 West Broadway**

After the public hearing on November 3, 2009, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for a development on this site. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
September 21, 2010

538 - 560 West Broadway

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-616(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 (494).

2.2 Subject to approval by Council 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 (494) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses;
- (b) Institutional Uses;
- (c) Office Uses;
- (d) Retail Uses;
- (e) Service Uses; and
- (f) Accessory Uses customarily ancillary to any of the uses listed in this section 2.2.

Density

3.1 The floor space ratio must not exceed 4.84.

3.2 Computation of floor space ratio must include all floors, including earthen floors, measured to the extreme outer limits of the building.

3.3 Computation of floor space ratio must exclude:

- (a) the floors or portions of floors used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, which are at or below the base surface except that the exclusion for a parking space must not exceed 7.3 m in length;
- (b) amenity areas for the social and recreational enjoyment of employees or providing a service to the public, including facilities for general fitness and general recreation, except that the total area excluded must not exceed the lesser of 20% of the permitted floor space and 1 000 m²;
- (c) 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
- (d) 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, measured from the base surface, must not exceed:

- (a) 28.00 m on that portion of the site bounded by the west, north, and south property lines, and by a line that runs from the north to the south property line a distance of 24.00 m from the west property line; and
- (b) 24.40 m for the remainder of the site.

Parking 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 and bicycle spaces, all as defined under the Parking By-law, except that there must be at least one:

- (a) Class A loading space for the first 100 m², one additional space for any portion of the next 1 000 m², and one space for each additional 2 500 m²; and
- (b) Class B loading space for the first 100 m², one additional space for any portion of the next 465 m², and one space for each additional 3 300 m².

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 the 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

Schedule A



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

Z-616 (a)

RZ - 538-560 West Broadway

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2009-10-14