

**EXPLANATION****Mountain View Cemetery By-law amending by-law  
re cemetery committee**

Enactment of the attached by-law will implement Council's resolution of July 8, 2004 to add the Director of Financial Planning and Treasury from Corporate Services and the Director of Support Services from Community Services to the cemetery committee, and will implement housekeeping amendments to update the by-law to reflect changes in job titles of committee members.

Director of Legal Services  
October 19, 2010

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



A By-law to amend  
Mountain View Cemetery By-law No. 8719  
regarding the cemetery committee

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

1. This By-law amends the indicated provisions of the Mountain View Cemetery By-law.
2. In section 2.4, Council strikes out "Director of Non-Market Operations," and substitutes "Assistant Director of Business Operations, General Manager Business Planning and Services, Director of Support Services from Community Services".
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****Animal Control By-law amending by-law  
regarding keeping of hens**

On April 8, 2010, Council resolved that the Animal Control By-law be amended to regulate the keeping of hens. Those regulations included a requirement that persons who keep hens register with the City. Council also approved the establishment of an electronic registry at a future date. That electronic registry has now been created and the attached amendments will implement Council's resolution of that date regarding the on-line registry.

Director of Legal Services  
October 19, 2010

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



A By-law to amend Animal Control By-law No. 9150  
regarding keeping hens

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

1. This By-law amends or adds to the indicated provisions of the Animal Control By-law.
2. Council repeals section 7.15 and substitutes:

**“Registration of hens**

7.15 A person must not keep a hen unless that person first registers with the city:

- (a) electronically by:
  - (i) accessing the city's animal control computer website at *http://vancouver.ca/animalcontrol*,
  - (ii) accessing the link from that website to the on-line registry at *http://vancouver.ca/commsvcs/licandinsp/animalcontrol/chicken/index.htm*,
  - (iii) reading the information on keeping hens at the on-line registry site,
  - (iv) completing the application at the on-line registry site including the following mandatory fields:
    - (A) the date,
    - (B) the person's name, address and postal code,
    - (C) confirmation that the person resides on the property where he or she will be keeping hens,
    - (D) confirmation that the person has read the information referred to in clause (iii), and
  - (v) submitting the application to the on-line registry site; or
- (b) by requesting, by telephone to 311, the mailing to that person of the information on keeping hens and an application form, and by:
  - (i) reading such information,
  - (ii) completing the application including the mandatory fields referred to in subsection (a)(iv), and

(iii) submitting the completed application to the city;

and such person must promptly update, and provide to, the city any information given when any change occurs.”

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

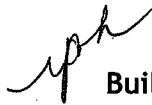
**EXPLANATION**

**Building By-law amending by-law  
re fee increases**

The attached by-law will implement Council's resolution of September 21, 2010 to amend the Building By-law to increase fees.

Director of Legal Services  
October 19, 2010

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



A By-law to amend  
Building By-law No. 9419 to increase fees

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

1. Council:
  - (a) repeals the Schedule of Fees attached to the Building By-law, and substitutes for it the Schedule of Fees attached to this By-law, which new Schedule of Fees is to form part of the Building By-law; and
  - (b) approves the fees set out in the new Fee Schedule.
2. This By-law is to come into force and take effect on January 1, 2011.

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

\_\_\_\_\_  
Mayor

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

**PART A - BUILDING**

1. The fees hereinafter specified shall be paid to the City with respect to and upon the application for the issue of a PERMIT as follows:

(a) Except as provided for in Clause (b) for the CONSTRUCTION of any BUILDING, or part thereof:

When the estimated cost of the work, being the valuation referred to in the Article 1A.7.2.2. of Division C of this By-law, does not exceed \$5,000 or for the first \$5,000 of the estimated cost of the work .....\$115.00

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$5,000 but does not exceed \$50,000 ..... \$8.10

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$50,000 ..... \$4.05

(b) For the installation, CONSTRUCTION, re- construction, ALTERATION or repair of, or ADDITION to, any CHIMNEY, FIREPLACE, INCINERATOR, VENTILATING SYSTEM, AIR- CONDITIONING SYSTEM, or HEATING SYSTEM, the fee shall be in accordance with Clause (a), except that a fee shall not be charged when the cost of such work is less than \$500

(c) For a permit for temporary OCCUPANCY of a part of a STREET, or of the AIR SPACE immediately ABOVE a part of a STREET, in accordance with Section 1A.10. of Division C of this By-law, the daily fee shall be for each 10 m<sup>2</sup> or part thereof, of STREET or of AIR SPACE part thereof, of STREET or of AIR SPACE immediately above such STREET to be occupied ..... \$2.37

Subject to a minimum fee of ..... \$79.00

(d) For an OCCUPANCY PERMIT not required by this By-law but requested ..... \$82.00

(e) For the demolition of a BUILDING, not including a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3:

For each DWELLING UNIT..... \$1,000.00

For each sleeping room in a multiple conversion dwelling, hotel or other BUILDING, which is or has been a principal dwelling or residence of a person, family or household ..... \$1,000.00



- (f) For the demolition of a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3 ..... \$1,000.00
- (g) For the repair of building walls pursuant to requirements of Part 5 of Division B for any residential building..... Nil

2. The fees hereinafter specified shall be paid to the City as follows:

- (a) For a required permit inspection for compliance with this By-Law which cannot be carried out during normal working hours and where there is a request to carry out the inspection after hours, the fee to be based on the time actually spent in making such inspection, at a minimum inspection time of four (4) hours, including traveling time:  
  
For each hour or part thereof .....\$218.00
- (b) For a plan review where an applicant requests in writing that the review be carried out during overtime:  
  
For each hour or part thereof .....\$228.00
- (c) For each special inspection of a BUILDING or structure to determine compliance with this By-law, and in respect of which no specific fee is otherwise prescribed, the fee to be based on the time actually spent in making the inspection:  
  
For each hour or part thereof .....\$152.00
- (d) For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected.....\$152.00
- (e) For each inspection of a drainage tile system:  
  
For a one- or two-family residence .....\$189.00  
  
For all other drain tile inspections:  
  
When the estimated cost of the CONSTRUCTION of the BUILDING, being the valuation referred to in Article 1A.7.2.2. of Division C does not exceed \$500,000.....\$352.00  
  
When the estimated cost of the work exceeds \$500,000 but does not exceed \$1,000,000 .....\$591.00  
  
When the estimated cost of the work exceeds \$1,000,000 .....\$676.00

- (f) For the special search of records pertaining to a BUILDING to advise on the status of outstanding orders and other matters concerning the BUILDING:
  - For a one- or two-family residence .....\$185.00
  - For all other BUILDINGS .....\$372.00
- (g) For enabling the viewing of a plan of a BUILDING or a copy of the plan ..... \$30.00
- (h) For supplying a copy of a plan of a BUILDING, for each page..... \$9.10
- (i) For a request to renumber a BUILDING .....\$676.00
- (j) For the extension of a BUILDING PERMIT where requested in writing by an applicant pursuant to Article 1A.7.5.1. of Division C ..... 50 percent of the original BUILDING PERMIT fee to a maximum of \$285.00
- (k) For the extension of a building permit by Council where requested in writing by an applicant pursuant to Article 1A.7.5.2. of Division C.....\$951.00
- (l) For the issuance of a partial BUILDING PERMIT pursuant to Article 1A.6.1.6. of Division C .....\$286.00
- (m) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of Article 1A.2.1.3. of Division C
  - where the PERMIT relates to a ONE-FAMILY DWELLING or a SECONDARY SUITE .....\$152.00
  - plus for each hour, or part thereof, exceeding one hour .....\$152.00
  - where the PERMIT relates to any other BUILDING .....\$466.00
  - plus for each hour, or part thereof, exceeding one hour .....\$237.00
- (n) For each RE-OCCUPANCY PERMIT after rectification of an UNSAFE CONDITION and related By-law violations .....\$142.00
- (o) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of new construction under Article 2.3.2.1. of Division C
  - for a single application .....\$670.00

- for two applications..... \$1,300.00
  - for three or more applications ..... \$1,720.00
  - (p) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of existing conditions with mitigating features
    - for a single application .....\$419.00
    - for two applications.....\$790.00
    - for three or more applications ..... \$1,030.00
  - (q) For review by the equivalent review panel..... \$2,060.00
  - (r) For the evaluation of a resubmission or revised submission made under Clauses (o) or (p) of this Section 2 .....\$231.00
3. Upon written application of the payor and on the advice of the General Manager of Community Services, the Director of Finance shall refund to the payor, or a designate of the payor, the fees paid pursuant to Clauses (e) and (f) of Section 1:
- (a) for all demolished dwelling units in a building that will be replaced by a social housing or co-operative development that has received a Project Commitment Letter from the British Columbia Housing Management Commission or the Canada Mortgage and Housing Corporation; and
  - (b) for each demolished dwelling unit that has been replaced by a dwelling unit occupied by rental tenants and not created pursuant to the Strata Property Act.

**PART B - PLUMBING**

Every applicant for a Plumbing PERMIT shall, at the time of application, pay to the City the fees set out hereunder:

1. INSTALLATIONS

**For the Installation of:**

- One, two or three FIXTURES.....\$142.00
- Each additional FIXTURE ..... \$51.00

Note: For the purpose of this schedule the following shall also be considered as FIXTURES:

- Every "Y" intended for future connection;
- Every ROOF DRAIN, swimming pool, dishwasher, and interceptor;
- Every vacuum breaker in a lawn sprinkler system; and
- Every back-flow preventer

**Alteration of Plumbing (no FIXTURES involved):**

For each 30 metres of piping or part thereof .....	\$216.00
For each 30 metres of piping or part thereof, exceeding the first 30 metres .....	\$61.00
Connection of the City water supply to any hydraulic equipment.....	\$81.00

**2. INSPECTIONS OF FIRELINE SYSTEMS:**

**Hydrant & Sprinkler System:**

First two inspections for each 30 m of water supply pipe or part thereof .....	\$216.00
Each additional inspection for each 30 m of water supply pipe or part thereof....	\$89.00

**Sprinklers:**

First head, one- or two-family dwelling .....	\$245.00
First head, all other buildings.....	\$522.00
Each additional head, all buildings (no limit on number) .....	\$2.50

**Firelines:**

Hose Cabinets.....	\$28.00
Hose Outlets .....	\$28.00
Wet & Dry Standpipes .....	\$28.00
Standpipes .....	\$28.00
Dual Check Valve In-flow Through Devices .....	\$28.00
Backflow Preventer .....	\$145.00

**Wet & Dry Line Outlets:**

Each connection.....	\$28.00
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NOTE: A Siamese connection shall be considered as two dry line outlets.

Each Fire Pump.....\$229.00

Each Fire Hydrant..... \$71.00

3. RE-INSPECTIONS

Each re-inspection due to faulty work or materials.....\$152.00

4. SPECIAL INSPECTIONS

Each inspection to establish fitness of any existing fixture for each hour or part thereof.....\$152.00

An inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof.....\$218.00

5. BUILDING SEWER INSPECTIONS

First two inspections for each 30 m of BUILDING SEWER or part thereof.....\$189.00

Each additional inspection for each 30 m of BUILDING SEWER or part thereof..... \$97.00

**PART C - BUILDING GRADES**

The following fees shall be paid to the City upon application for a Development Permit for the design elevations of streets or lanes where they adjoin a building site, whether required pursuant to Article 2.2.2.2. of Division C or otherwise:

**Length of property abutting street or lane, or both**

0 to 31 m .....\$796.00

over 31 m to 90 m..... \$1,580.00

over 90 m to 150 m ..... \$2,370.00

over 150 m to 300 m..... \$3,440.00

over 300 m ..... \$4,750.00

**EXPLANATION****Electrical By-law  
amending by-law re fee increases**

The attached by-law will implement Council's resolution of September 21, 2010 to amend the Electrical By-law to increase fees.

Director of Legal Services  
October 19, 2010

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



A By-law to amend  
Electrical By-law No. 5563 to increase fees

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

1. Council:
  - (a) repeals Schedule A of the Electrical By-law, and substitutes for it Schedule A attached to this By-law, which new Schedule A is to form part of the Electrical By-law; and
  - (b) approves the fees set out in the new Schedule A.
2. This By-law is to come into force and take effect on January 1, 2011.

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

\_\_\_\_\_  
Mayor

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

SCHEDULE A

Current Fees

1. The following fees, based on the cost of work, including materials and labour, as estimated by the contractor or owner and established to the satisfaction of the City Electrician, shall be payable to the City and shall accompany every application for a permit for electrical work:

When the estimated cost does not exceed \$250 .....	\$57.00
When the estimated cost exceeds \$250 but does not exceed \$500 .....	\$75.00
When the estimated cost exceeds \$500 but does not exceed \$700 .....	\$100.00
When the estimated cost exceeds \$700 but does not exceed \$1,000 .....	\$129.00
When the estimated cost exceeds \$1,000 but does not exceed \$10,000 .....	\$129.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000.....	\$46.50
When the estimated cost exceeds \$10,000 but does not exceed \$50,000.....	\$594.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$10,000 .....	\$25.00
When the estimated cost exceeds \$50,000 but does not exceed \$100,000 .....	\$1,670.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$50,000 .....	\$15.00
When the estimated cost exceeds \$100,000 but does not exceed \$500,000 .....	\$2,490.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$100,000.....	\$10.50
When the estimated cost exceeds \$500,000 but does not exceed \$1,000,000...	\$6,980.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$500,000.....	\$8.25
When the estimated cost exceeds \$1,000,000.....	\$11,485.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000,000 .....	\$3.05



- 2 The fee for a temporary power permit shall be:**
- (a) for single and two-family dwellings only, for a permit valid for six (6) months..... \$154.00
  - (b) for all other uses, for a permit valid for one year..... \$325.00
- 3. The fee for an annual permit for any one commercial or industrial plant or establishment shall be as follows, except that where one person, firm or corporation has more than one plant or establishment, a separate annual permit shall be required for each plant or establishment:**
- Connected load - 1,000 h.p. or less ..... \$466.00
  - Each 100 h.p. or part thereof exceeding the first 1,000 h.p. .... \$46.10
  - Subject to a maximum fee of..... \$3,960.00
- 4. The fee for an inspection of electrical work to determine compliance with this By-law, to be based on time actually spent in making such inspection, shall be for each hour or part thereof ..... \$152.00**
- 5. The fee for an inspection of electrical work where errors or omissions were found at a previous inspection shall be ..... \$152.00**
- 6. The fee for inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, shall be for each hour or part thereof ..... \$218.00**

**EXPLANATION****Gas Fitting By-law  
amending by-law re fee increases**

The attached by-law will implement Council's resolution of September 21, 2010 to amend the Gas Fitting By-law to increase fees.

Director of Legal Services  
October 19, 2010

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



A By-law to amend  
Gas Fitting By-law No. 3507 to increase fees

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

1. Council:
  - (a) repeals the Fee Schedule of the Gas Fitting By-law, as referred to in sections 4 and 5 thereof, and substitutes for it the Fee Schedule attached to this By-law, which new Fee Schedule is to form part of the Gas Fitting By-law; and
  - (b) approves the fees set out in the new Fee Schedule.
2. This By-law is to come into force and take effect on January 1, 2011.

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

\_\_\_\_\_  
Mayor

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

**Domestic Installations:**

This fee is for one family dwellings only. Any other occupancy shall be charged under "Commercial and Industrial Installation" rates.

One, two or three appliances .....	\$149.00
Each additional appliance .....	\$54.30
Each replacement water heater or gas range.....	\$84.00

Where piping only is being installed, see "Piping Permits" below.

**Commercial and Industrial Installations**

Fee for each appliance, based on BTU/hour input rating:

65,000 or less .....	\$183.00
65,001 to 200,000 .....	\$196.00
200,001 to 409,000 .....	\$224.00
Over 409,000.....	\$272.00

in addition to all costs incurred by the inspector.

**Vent or Gas Value or Furnace Plenum (no appliances)**

One, two or three units .....	\$149.00
Each additional unit .....	\$54.30

**Piping Permits (no appliances)**

For first 60 m of house piping or part thereof .....	\$155.00
Every 30 m or part thereof exceeding the first 60 m .....	\$56.40

**Re-inspections**

Each inspection due to faulty work or materials .....	\$152.00
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**Special Inspections**

To establish the fitness of any existing installations, for each hour or part thereof..... \$152.00

If conducted with a Plumbing Inspection, for each hour of part thereof ..... \$152.00

If outside normal working hours, and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof ..... \$218.00

**EXPLANATION****Miscellaneous Fees By-law  
amending by-law re fee increases**

The attached by-law will implement Council's resolution of September 21, 2010 to amend the Miscellaneous Fees By-law to increase fees.

Director of Legal Services  
October 19, 2010

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



A By-law to amend  
Miscellaneous Fees By-law No. 5664  
regarding fee increases

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

1. Council:
  - (a) repeals Schedule 1 of the Miscellaneous Fees By-law, and substitutes for it Schedule 1 attached to this By-law, which new Schedule 1 is to form part of the Miscellaneous Fees By-law; and
  - (b) approves the fees set out in the new Schedule 1.
2. This By-law is to come into force and take effect on January 1, 2011.

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

\_\_\_\_\_  
Mayor

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

Schedule 1

Current Fees

**Adopt or Amend an Area Development Plan (ADP)**

- 1. For adoption or amendment of an Area Development Plan:
  - Up to 0.4 ha (43,128 sq. ft.) site area ..... \$24,800.00
  - For each additional 100 m<sup>2</sup> (1,080 sq. ft.) of site area, or part thereof..... \$240.00
  - Maximum fee ..... \$98,700.00

**Amend an Official Development Plan (ODP) and Area Development Plan (ADP)**

- 2. For an amendment to the text of an Official Development Plan and any associated Area Development Plan ..... \$37,200.00

**Amend a Regional or Provincial Land Use Designation**

- 3. For an amendment of a regional or provincial land use designation .....\$2,510.00

**Research Requests**

- 4. For research requests:
  - (a) Research requests requiring up to a maximum of 2 hours of staff time..... \$188.00
  - (b) Extensive research requests (as time and staffing levels permit):
    - For each additional hour or part thereof beyond the 2 hours referred to in clause (a) above..... \$93.40

**Site Profile Review**

- 5. For each review of a site profile..... \$100.00

**Appeal to Board of Variance/Parking Variance Board**

- 6. For the filing of an appeal..... \$390.00

**Legality Research Requests**

- 7. Provide written information on the approved use of a building in accordance with the Zoning & Development and Vancouver Building Bylaws
  - (a) Residential..... \$40.40
  - (b) Commercial (one unit only)..... \$40.40



- (c) Commercial and/or mixed use (all units) requiring up to a maximum of 2 hours of staff time..... \$188.00
- For each additional hour or part thereof beyond the 2 hours referred in Clause (c) above ..... \$93.40

**Producing Permit/Document Copies**

- 8. Provide paper copies of permits or specific documents from either microfiche or our images database
  - (a) 1 to 3 paper copies ..... \$40.40
  - (b) Each additional copy ..... \$8.10

**File Research Environmental**

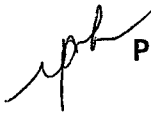
- 9. Provide written information as to whether a property has any contamination or environmental issues..... \$188.00

**EXPLANATION****Protection of Trees By-law  
amending by-law re fee increases**

The attached by-law will implement Council's resolution of September 21, 2010 to amend the Protection of Trees By-law to increase fees.

Director of Legal Services  
October 19, 2010

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



**A By-law to amend  
Protection of Trees By-law No. 9958  
regarding fee increases**

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

1. From the Protection of Trees By-law, Council repeals section 4.3 (c), and substitutes:

“4.3 (c) a non-refundable application fee of:

- (i) \$61.00 for a tree permit to remove the first tree in a 12 month period, and
- (ii) \$173.00 for a tree permit to remove each subsequent tree during that same 12 month period.”

2. This By-law is to come into force and take effect on January 1, 2011.

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Secondary Suite Inspection Fee By-law  
amending by-law re fee increases**

The attached by-law will implement Council's resolution of September 21, 2010 to amend the Secondary Suite Inspection Fee By-law to increase fees.

Director of Legal Services  
October 19, 2010

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



A By-law to amend  
Secondary Suite Inspection Fee By-law No. 6553  
to increase fees

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

1. From the Secondary Suite Inspection Fee By-law, Council repeals section 3, and substitutes:

“3. Where an application for a special inspection of a suite is made

- (a) within 60 days of the notification date, the applicant shall pay a fee, including all the inspections referred to in section 1, of \$152.00, or
- (b) more than 60 days after the notification date, the applicant shall pay a fee, including all of the inspections referred to in section 1, of \$456.00.”

2. This By-law is to come into force and take effect on January 1, 2011.

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Sign By-law amending by-law  
re fee increases**

The attached by-law will implement Council's resolution of September 21, 2010 to amend the Sign By-law to increase fees.

Director of Legal Services  
October 19, 2010

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



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

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

1. From the Sign By-law, Council repeals section 13, and substitutes the table comprising section 13 attached to this By-law as Schedule A.
2. This By-law is to come into force and take effect on January 1, 2011.

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

\_\_\_\_\_  
Mayor

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

**SCHEDULE A**

**Section 13**

**Fees and Charges**

Current Fees

**13.1 Permit Application Fee**

Every person applying to the Director for a sign permit shall pay to the City at the time such application is filed the appropriate fee as set out in this section, and no application is valid without such payment:

- (a) For each sign requiring a permit ..... \$85.40  
plus
- (b) For each sign requiring an electrical connection ..... \$85.40  
plus
- (c) For each sign incorporating a supporting structure ..... \$85.40  
plus
- (d) For a billboard, free-standing sign or parking lot advertising sign..... \$85.40

**13.2 Additional Inspection Fee**

13.2.1 Each permit fee described in section 13.1, provides for one field inspection. Where any additional field inspection is required to complete the final inspection on an installation, the fee for each additional inspection shall be ..... \$85.40

13.2.2 Except where exempted by section 5.2 or 5.3, where any sign has been erected before a permit has been issued for such sign, the fee in Section 13.1 (a), in addition to all other fees, shall be ..... \$412.00

**13.3 Permit Fee Refund**

No sign permit application fee shall be refunded after the application has been approved or refused, but if the application has been withdrawn prior to processing, the Director of Finance may refund to the applicant a part of the fee as recommended by the Director of Licenses and Inspections.

**13.4 Registration Fee**

Where a fascia sign will be or has been installed in accordance with Section 5.3.1(a), a registration fee shall be paid to the City as follows:

For each sign face ..... \$51.90



**13.5 Amendment Application Fee**

13.5.1 Every person applying to the City Council for an amendment to the Sign By-law shall pay to the City at the time such application is filed with the Director of Planning the appropriate fee as set forth in this Section, and no application is valid without such payment.

- (a) For an amendment, other than Schedule E, where no more than one section requires amendment .....\$6,110.00
- (b) For an amendment, other than Schedule E, where more than one section requires amendment or where the amendment would allow a type of sign that is not permitted.....\$9,160.00
- (c) For an amendment to Schedule E:
  - (i) To assign a Comprehensive Development District, at time of creation of the District, to the same sign schedule that applied to the site prior to its Comprehensive Development District zoning ..... \$152.00
  - (ii) To assign a Comprehensive Development District to an existing sign schedule with different sign regulations than currently apply to the site.....\$1,520.00
  - (iii) To assign a Comprehensive Development District to a new schedule to be created .....\$9,160.00

13.5.2 No fee paid to the City pursuant to Section 13.6.1 shall be refunded after the application for the amendment has been considered by the Director of Planning, but where the application has been withdrawn before being considered by the Director of Planning, the Director of Finance may refund to the applicant such part of the fee as is recommended by the Director of Planning.

13.5.3 Where an application to amend the Sign By-law is made by the Director of Planning at the direction of City Council, no fee pursuant to this By-law shall be payable.

## EXPLANATION

### **A By-law to amend the Subdivision By-law re fee increases**

The attached by-law will implement Council's resolution of September 21, 2010 to amend the Subdivision By-law to increase fees.

Director of Legal Services  
October 19, 2010

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

*Yoh*

**A By-law to amend  
Subdivision By-law No. 5208 to increase fees**

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

1. Council:
  - (a) repeals Schedule F of the Subdivision By-law, and substitutes for it Schedule F attached to this By-law, which new Schedule F is to form part of the Subdivision By-law; and
  - (b) approves the fees set out in the new Schedule F.
2. This By-law is to come into force and take effect on January 1, 2011.

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

\_\_\_\_\_  
Mayor

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

**Schedule F  
Fees**

Every applicant for subdivision shall at the time of application pay the applicable fee set out below.

1. **CLASS I (Major)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) more than 40 000 m<sup>2</sup> in area; or (ii) where the site is between 10 000 m<sup>2</sup> and 40 000 m<sup>2</sup> in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law..... \$85,100.00
  
2. **CLASS II (Intermediate)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is between 4 000 m<sup>2</sup> and 10 000 m<sup>2</sup> in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval, but where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law or in Class I ..... \$42,500.00
  
3. **CLASS III (Minor)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) less than 4 000 m<sup>2</sup> in area; or (ii) where the subdivision is unlikely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in section 4.5(a) or (b) of this By-law or in Class I or II.....\$7,300.00
  
4. **CLASS IV (Dedication)** - For an application to subdivide as described in Section 4.5(a) or (b) of this By-law
  - (a) where such subdivision is required as a condition of enactment of a zoning by-law, or is otherwise required by the City Engineer ..... \$359.00
  
  - (b) where such subdivision is required by the Director of Planning or Development Permit Board as a condition of issuance of a development permit, or is otherwise initiated by the owner except as arising from rezoning approval..... No Fee
  
5. **CLASS V (Air Space)** - For an application to subdivide made pursuant to Part 9 (Air Space Titles) of the Land Title Act
  - (a) for developments having a Floor Space Ratio (FSR) of 2.0 or greater.... \$63,800.00
  
  - (b) for developments having a Floor Space Ratio (FSR) of less than 2.0 ..... \$31,900.00

- 6. RECLASSIFICATION - For an application to change from one sub-area to another sub-area in the RS-1, RS-3, RS-3A, RS-5, or RS-6 Zoning District .....\$3,710.00
  
- 7. STRATA APPLICATIONS - For an application to convert an existing building to strata title ownership pursuant to Section 242 of the Strata Property Act; or amend Strata Plans pursuant to Part 15 of the Strata Property Act; or for Phased Strata applications made pursuant to Section 13 of the Strata Property Act .....\$3,710.00

*Note: Strata Conversions and applications to subdivide strata lots also require a separate fee for a Special Inspection Application, to ensure compliance with relevant provisions of the Zoning and Development By-law and Building By-law.*

**EXPLANATION****Zoning and Development Fee By-law  
amending by-law re fee increases**

The attached by-law will implement Council's resolution of September 21, 2010 to amend the Zoning and Development Fee By-law to increase fees. It is noted that there was an error in Appendix A of the Council report regarding item 12 of Schedule 1 of this by-law, which listed the existing fee rather than the proposed fee increase for this item. Item 12 of Schedule 1 has been corrected in the attached by-law to reflect the 2.75% fee increase approved by Council.

Director of Legal Services  
October 19, 2010

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



A By-law to amend  
Zoning and Development Fee By-law No. 5585  
to increase fees

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

1. Council:
  - (a) repeals Schedule 1 of the Zoning and Development Fee By-law, and substitutes for it Schedule 1 attached to this By-law, which new Schedule 1 is to form part of the Zoning and Development Fee By-law;
  - (b) repeals Schedule 2 of the Zoning and Development Fee By-law, and substitutes for it Schedule 2 attached to this By-law, which new Schedule 2 is to form part of the Zoning and Development Fee By-law; and
  - (c) approves the fees set out in the new Schedules 1 and 2.
2. This By-law is to come into force and take effect on January 1, 2011.

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

\_\_\_\_\_  
Mayor

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

Schedule 1

Current Fees

Development Permits

One-Family dwelling, One-Family Dwelling with Secondary Suite, and Two-Family Dwelling

- 1. For a new one-family dwelling, one-family dwelling with secondary suite, or two-family dwelling and its accessory building or accessory use or for an addition, alteration, change of use, accessory building or accessory use to an existing one-or two-family dwelling or one-family dwelling with secondary suite where such an addition, alteration, change of use, accessory building or accessory use is equal to or greater than 60 m2 in gross floor area:
  - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law, except as provided in Section 1(d) .....\$1,460.00
  - (b) where the permit would be issued as a conditional approval, except as provided for in Sections 1(a), 1(c), 1(e) and 1C .....\$1,950.00
  - (c) where the permit would be issued as a conditional approval after proceeding to a review by a Council-appointed advisory design panel.....\$3,220.00
  - (d) in the RS-6 or RS-7 Districts, where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law .....\$1,670.00
  - (e) where the permit would be issued as a conditional approval in the RS-6 or RS-7 Districts, with no relaxation of regulations except as provided in Section 1(d) .....\$2,040.00
  
- 1A. Except as provided for in Section 1B, for an addition, alteration, relaxation, change of use, accessory building or accessory use to an existing one- or two-family dwelling or one-family dwelling with secondary suite where such addition, alteration, change of use, accessory building or accessory use is less than 60 m2 in gross floor area:
  - (a) where the permit would be issued as an outright approval, or where a relaxation of the required yards, building depth or maximum building height is required and where the relaxation of a required rear yard would be less than 60% of what is required by the applicable District Schedule, or where the permit would be issued as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law ..... \$390.00



- (b) in all other cases ..... \$769.00
- 1B. For conversion of a one-family dwelling to a one-family dwelling with secondary suite..... \$533.00
- 1C. Notwithstanding Section 1, for a one-family dwelling in the RS-3, RS-3A, RS-5, RS-6 or RS-7 Districts which includes permission by the Director of Planning to increase the maximum Floor Space Ratio otherwise permitted by the District Schedule .....\$2,560.00
- 1D. Despite Section 1, for a two-family dwelling in the RS-7 District which includes permission by the Director of Planning to increase the maximum permitted Floor Space Ratio otherwise permitted by the District Schedule .....\$2,560.00

**Multiple Dwellings**

- 2. For a multiple dwelling, or for an addition to an existing multiple dwelling:
  - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:
    - Each 100 m<sup>2</sup> of gross floor area or part up to 500 m<sup>2</sup> ..... \$798.00
    - For each additional 100 m<sup>2</sup> of gross floor area or part ..... \$400.00
    - Maximum fee..... \$32,370.00
  - (b) where the permit would be issued as a conditional approval, except as provided in Section 2 (a):
    - Each 100 m<sup>2</sup> of gross floor area or part up to 500 m<sup>2</sup> .....\$1,090.00
    - For each additional 100 m<sup>2</sup> of gross floor area or part ..... \$665.00
    - Maximum fee..... \$53,840.00

**Other Uses (Other Than One- or Two-family or Multiple Dwellings)**

- 3. For a new principal building or use, or for an addition to an existing building or use, being in all cases other than a one- or two-family dwelling and a multiple dwelling:
  - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:

Each 100 m<sup>2</sup> of gross floor area or part up to 500 m<sup>2</sup> ..... \$547.00  
 For each additional 100 m<sup>2</sup> of gross floor area or part ..... \$263.00  
 Maximum fee..... \$26,920.00

- (b) where the permit would be issued as a conditional approval except as provided in Section 3(a):

Each 100 m<sup>2</sup> of gross floor area or part up to 500 m<sup>2</sup> ..... \$961.00  
 For each additional 100 m<sup>2</sup> of gross floor area or part ..... \$547.00  
 Maximum fee..... \$51,580.00

**Alterations, Changes of Use (Other Than One- or Two-family Dwellings)**

4. For an accessory building or accessory use to a principal building or principal use already existing, or for an alteration, relaxation, or change of use to an existing building, being in all cases other than a one- or two-family dwelling:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:

Each 100 m<sup>2</sup> of gross floor area or part thereof ..... \$472.00  
 Maximum fee.....\$3,770.00

- (b) where the permit would be issued as a conditional approval, except as provided in Section 4(a):

Each 100 m<sup>2</sup> of gross floor area or part thereof ..... \$665.00  
 Maximum fee.....\$4,750.00

**Outdoor Uses**

5. For a parking area, storage yard, nursery, or other development which, in the opinion of the Director of Planning, is similar:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:

Each 200 m<sup>2</sup> of site area or part up to 1 000 m<sup>2</sup> ..... \$390.00  
 Each additional 200 m<sup>2</sup> of site area or part ..... \$133.00

- (b) where the permit would be issued as a conditional approval, except as provided in Section 5(a):

Each 200 m<sup>2</sup> of site area or part up to 1 000 m<sup>2</sup> ..... \$533.00

Each additional 200 m<sup>2</sup> of site area or part ..... \$256.00

**Developments Requiring Development Permit Board Approval**

- 6. For an application which proceeds to the Development Permit Board:

- (a) instead of the fees referred to in Sections 1 to 4:

Each 100 m<sup>2</sup> of gross floor area or part up to 10 000 m<sup>2</sup> ..... \$783.00

Each additional 100 m<sup>2</sup> of gross floor area or part over 10 000 m<sup>2</sup> ..... \$149.00

- (b) instead of the fees referred to in Section 5:

Each 200 m<sup>2</sup> of site area or part up to 1 000 m<sup>2</sup> ..... \$577.00

Each additional 200 m<sup>2</sup> of site or part ..... \$278.00

**Child Day Care Facility Or Social Service Centre**

- 7. For a child daycare facility, cultural facility or social service centre, where the applicant is an incorporated non-profit society ..... \$533.00

**Demolitions**

- 8. For the demolition of residential rental accommodation, a building listed on the Heritage Register or a residential building located in the RS-1, RS-3, RS-3A, RS-5 and RS-6 or FSD District ..... \$256.00

**Preliminary Applications**

- 9. For an application in preliminary form only ..... 25% of the fee that would, except for this provision, apply (with a minimum fee of \$532.00)

NOTE: This fee will be deducted from the fee for an application in complete form which follows approval of a preliminary application.

**Partial Permits**

- 9A. For each partial permit issued ..... 10% of the fee that would, except for this provision, apply (with a minimum fee of \$256.00)

**Revisions**

- 10. For the second revision and every subsequent revision of drawings which are required because of non-compliance with the Zoning and Development By-law, or because there is insufficient information to satisfactorily process the permit, or because the applicant wishes to alter the use or form of development and where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use:

where the permit is to be issued under:

- (a) sections 1 and 7 of this schedule..... \$256.00
- (b) all other sections of this schedule ..... 10% of the fee that would, except for this provision, apply (with a minimum fee of \$256.00)

**Minor Amendments**

- 11. For each minor amendment to a permit where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use and:

- (a) where the original permit was issued under Sections 1 and 7 of this schedule ..... \$256.00
- (b) where the original permit was issued under any other section of this schedule or where the exterior alterations are to a commercial building which has no development permit authorizing its construction and where the alterations are to not more than one storey ..... 25% of the fee that would, except for this provision, apply (with a minimum fee of \$256.00)

**Extensions And Renewals**

- 12. For an extension of the period of validity of a development permit application or a development permit, or for a renewal of a development permit which has become void ..... \$533.00

13. For the renewal of a development permit issued with specified time limitations where the conditions of approval have not changed:
  - (a) for a special needs residential facility or all uses where the applicant is a duly incorporated non-profit society ..... \$256.00
  - (b) for each unit of living accommodation..... \$533.00
  - (c) for all other uses ..... 75% of the fee that would, except for this provision, apply.

NOTE: Where an application is made for the retention of identical uses on more than one site controlled by the same applicant, providing the renewals are required annually and are filed simultaneously, the applications may be combined and considered as one for the purpose of calculating the fee.

**Board of Variance Appeals**

14. For a permit which has been approved as the result of a successful appeal to the Board of Variance after refusal by the Director of Planning or the Development Permit Board ..... No Charge

**Application Following Refusal**

15. Where an application has been refused and, within 30 days of such refusal, the applicant reapplies with an application which seeks to rectify the reasons for refusal and where the application is, in the opinion of the Director of Planning, not materially different from the original application in terms of layout and design. .... 50% of original application fee

**Changes to Form of Development in CD-1 District**

16. For a development permit application in a CD-1 district where a change to the form of development requires Council approval and where such change is not accompanied by an amendment to, or adoption of, a CD-1 By-law ..... \$3,919.00 plus the development application fees that would, except for this provision, apply

**Maintenance of Heritage Buildings**

17. For a permit for the maintenance or minor repair of a building, structure, use or site designated under the Heritage By-law or located in an HA District ..... \$49.00

**Awnings**

- 18. For an awning where the permit will be issued combined with a building permit or a sign permit. .... \$170.00

**Applications Submitted in Metric**

- 19. Notwithstanding sections 1 through 18 of this schedule, for applications accompanied by all plans and drawings in metric measurement ..... 95% of the fee that would, except for this provision, apply

**Higher Building Application Fee**

- 20. Despite any other provision in this schedule 1 to the contrary, for an application for a building that will exceed 137m ..... \$37,300.00

Schedule 2

Current Fees

Zoning By-law Amendments

Change Zoning District (Except to CD-1)

- 1. For an amendment to the Zoning District Plan to redesignate from one zoning district to any other zoning district except a new Comprehensive Development District:

Up to 4 000 m <sup>2</sup> site area .....	\$8,900.00
For each additional 100 m <sup>2</sup> of site area or part thereof .....	\$200.00
Maximum fee .....	\$89,100.00

Text Amendments (Except CD-1)

- 2. For an amendment to the text of the Zoning and Development By-law ..... \$17,800.00

New CD-1 (Not Contemplated in an ODP)

- 3. For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is not contemplated in an Official Development Plan:

- (a) Within the downtown area shown on Map 1, where the site area is smaller than 40 000 m<sup>2</sup>:

Up to 4 000 m <sup>2</sup> site area .....	\$71,500.00
For each additional 100 m <sup>2</sup> of site area or part thereof.....	\$328.00

- (b) Outside the downtown area shown on Map 1, where the site area is smaller than 8 000 m<sup>2</sup>:

For the first 4 000 m <sup>2</sup> of site area .....	\$29,900.00
For each additional 100 m <sup>2</sup> of site area or part thereof.....	\$328.00

- (c) Outside the downtown area shown on Map 1, where the site area is 8 000 m<sup>2</sup> or greater but smaller than 40 000 m<sup>2</sup>:

For the first 8 000 m <sup>2</sup> of site area .....	\$71,500.00
For each additional 100 m <sup>2</sup> of site area or part thereof.....	\$328.00

(d) where the site area is 40 000 m<sup>2</sup> or greater:

For the first 40 000 m<sup>2</sup> .....\$524,600.00

For each additional 100 m<sup>2</sup> of site area or part thereof.....\$1,090.00

**Amend CD-1 (Not Contemplated in an ODP)**

4. For an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law that is not contemplated in an Official Development Plan:

(a) Within the downtown area shown on Map 1, where the site area is smaller than 40 000 m<sup>2</sup>:

For the first 4 000 m<sup>2</sup> site area ..... \$71,500.00

For each additional 100 m<sup>2</sup> of site area or part thereof..... \$328.00

(b) Outside the downtown area shown on Map 1, where the site area is smaller than 8 000 m<sup>2</sup>:

For the first 4 000 m<sup>2</sup> site area ..... \$29,900.00

For each additional 100 m<sup>2</sup> of site area or part thereof..... \$328.00

(c) Outside the downtown area shown on Map 1, where the site area is 8 000 m<sup>2</sup> or greater but smaller than 40 000 m<sup>2</sup>:

For the first 8 000 m<sup>2</sup> site area ..... \$71,500.00

For each additional 100 m<sup>2</sup> of site area or part thereof..... \$328.00

(d) where the site area is 40 000 m<sup>2</sup> or greater:

For the first 40 000 m<sup>2</sup> .....\$524,600.00

For each additional 100 m<sup>2</sup> of site area or part thereof.....\$1,090.00

**New CD-1 (Contemplated in an ODP)**

5. For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is contemplated in an Official Development Plan

Up to 4 000 m<sup>2</sup> site area .....\$134,400.00

For each additional 100 m<sup>2</sup> of site area or part thereof .....\$1,090.00



**Amend CD-1 (Contemplated in an ODP)**

- 6. For an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law that is contemplated in an Official Development Plan:

Up to 4 000 m<sup>2</sup> site area .....\$134,400.00  
For each additional 100 m<sup>2</sup> of site area or part thereof .....\$1,090.00

- 6A. Despite sections 3, 4, 5 and 6 of this Schedule 2, for a site area of 40 000 m<sup>2</sup> or more, if the complexity or scope of an amendment with regard to the second or subsequent phase of a development is, in the opinion of the Director of Planning, significantly less than that of the first phase by reason of the existence of a land use policy statement or official development plan approved by Council within 10 years preceding the date of the application for the amendment, then the fee for such second or subsequent phase is to be:

For the first 40 000 m<sup>2</sup> of site area .....\$524,600.00  
For each additional 100 m<sup>2</sup> of site area ..... \$141.00

**Reduced Fees for Large Sites with Limited Changes**

- 7. Notwithstanding sections 3(d), 4(d), 5 and 6 of this schedule:

For an amendment to the Zoning District Plan to redesignate from an industrial zoning district to a new Comprehensive Development District that relates to a site area of 40 000 m<sup>2</sup> or greater provided that:

- (a) the combined total floor area, of proposed new uses and expanded retail uses, is limited to 20% or less of the total floor area,
- (b) the use of at least 80% of the total floor area remains consistent with the existing zoning schedule and its restrictions on use and density, and
- (c) the maximum floor space ratio for all uses combined remains the same as that in the existing zoning schedule:

For the first 40 000 m<sup>2</sup> of site area .....\$124,600.00  
For each additional 100 m<sup>2</sup> of site area or part thereof..... \$275.00

8. Despite sections 3(d), 4(d), 5, 6 and 7 of this schedule:
- (a) For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is contemplated in an Official Development Plan or that is not contemplated in an Official Development Plan but relates to a site area of 40 000 m<sup>2</sup> or more; or
  - (b) For an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District that is contemplated in an Official Development Plan or that is not contemplated in an Official Development Plan but relates to a site area of 40 000 m<sup>2</sup> or more;

provided that, in the case of both subsections (a) and (b):

- (i) the approved or existing form of development is retained on at least 75% of the site area; or
- (ii) the floor space ratio of buildings already existing on the site is not increased by more than 25% or 0.5, whichever is the greater; or
- (iii) the Director of Planning determines that the application is similarly limited in scope having regard to use and form of development:

Up to 4 000 m <sup>2</sup> site area .....	\$27,100.00
For each additional 100 m <sup>2</sup> of site area or part thereof .....	\$275.00
Maximum fee .....	\$108,100.00

**Amend CD-1 (One Section Only)**

9. Notwithstanding sections 4, 6 and 7 of this schedule:

For an amendment to an existing CD-1 By-law where no more than one section required amendment ..... \$12,000.00

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
re 15 and 97 East 2<sup>nd</sup> Avenue**

After the public hearing on July 20, 2010, Council resolved to amend the Zoning and Development By-law to create a CD-1 by-law for 15 and 97 East 2<sup>nd</sup> 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  
October 19, 2010

15 and 97 East 2<sup>nd</sup> Avenue

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



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

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

**Zoning District Plan amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-623(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 (496).

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

- (a) Dwelling Uses;
- (b) Institutional Uses, limited to Child Day Care Facility, Social Service Centre, and Community Care Facility - Class B;
- (c) Live-Work Use;
- (d) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Clothing Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Miscellaneous Products Manufacturing - Class B, Non-metallic Mineral Products Manufacturing - Class B, Plastic Products Manufacturing, Printing or Publishing, Rubber Products Manufacturing, Shoes or Boots Manufacturing, Software Manufacturing, Textiles or Knit Goods Manufacturing, Tobacco Products Manufacturing, and Wood Products Manufacturing - Class B;

- (e) Office Uses;
- (f) Parking Uses;
- (g) Retail Uses, but not including Gasoline Station - Full Serve, Gasoline Station - Split Island, Liquor Store, and Vehicle Dealer;
- (h) Service Uses, limited to Barber Shop or Beauty Salon, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Restaurant - Class 1, School - Arts or Self-Improvement, and School - Business;
- (i) Accessory Uses customarily ancillary to the uses listed in this section 2.2; and
- (j) Interim Uses not listed in this section 2.2, and accessory uses customarily ancillary to them, if:
  - (i) the Director of Planning or Development Permit Board considers that the interim use will be compatible with and not adversely affect adjacent development that either exists or that this By-law allows,
  - (ii) the Director of Planning or Development Permit Board is satisfied that the interim use is easily removable and is of low intensity or low in capital investment,
  - (iii) the Director of Planning or Development Permit Board is satisfied that there is no risk to the public from contaminated soils either on or adjacent to CD-1 (496), and
  - (iv) any development permit for an interim use has a time limit of three years.

### **Conditions of use**

3.1 Dwelling units are in an “intermediate zone” as defined in the Noise Control By-law, and, as a result, are subject to the noise levels permitted in industrial and downtown districts.

3.2 The design and lay-out of at least 25% of the dwelling units must:

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

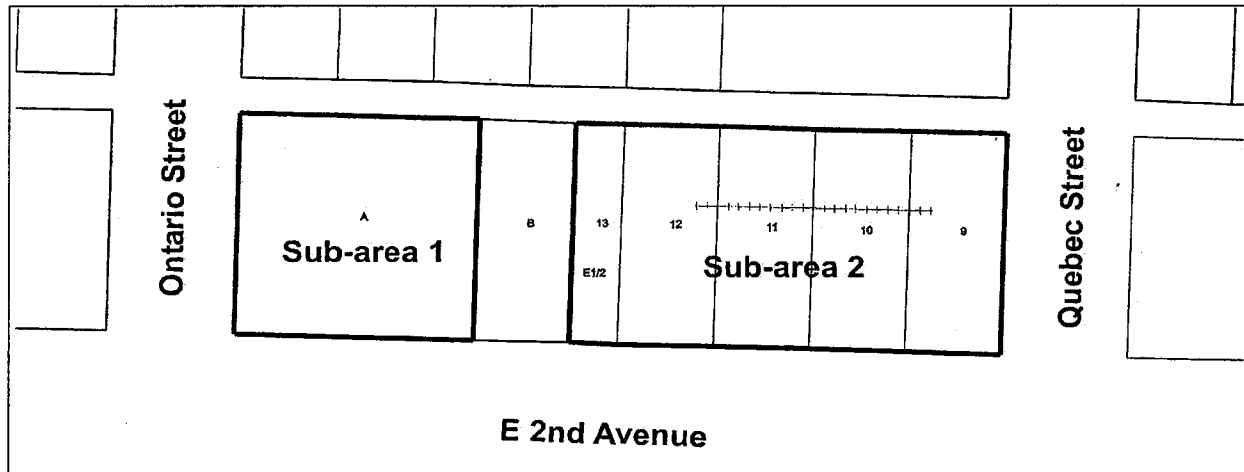
3.3 Any development permit issued for live-work uses must stipulate as permitted uses:

- (a) Dwelling Units;

- (b) General Office, Health Care Office, Barber Shop or Beauty Salon, Photofinishing or Photography Studio, or Artist Studio - Class A; and
- (c) Dwelling Unit combined with any uses set out in subsection (b).

**Sub-areas**

4. The site is to consist of sub-areas 1 and 2 generally as illustrated in Diagram 1:



**Density**

5.1 In sub-area 1, computation of floor space ratio must assume that the sub-area consists of 1406.04 m<sup>2</sup>, being the size of the sub-area at the time of the application for rezoning evidenced by this By-law, and before any dedications.

5.2 In sub-area 2, computation of floor space ratio must assume that the sub-area consists of 2524.56 m<sup>2</sup>, being the size of the sub-area at the time of the application for rezoning evidenced by this By-law, and before any dedications.

5.3 In sub-area 1, the floor space ratio for all uses must not exceed 4.29.

5.4 In sub-area 2, the floor space ratio for all uses must not exceed 5.09.

5.5 Computation of floor space ratio must include:

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

5.6 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks, and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the residential floor area being provided;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit;
- (f) amenity areas including day care facilities, recreation facilities, and meeting rooms except that the total area excluded must not exceed 1 000 m<sup>2</sup>;
- (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; 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.

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

- (a) enclosed residential balconies if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
  - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided, and
  - (ii) enclosure of the excluded balcony floor area must not exceed 50%;
- (b) windows recessed into the building face to a depth of no more than 160 mm, except that the Director of Planning or Development Permit Board may allow a greater depth in cases where it improves building character;
- (c) unenclosed outdoor areas at grade level underneath building overhangs, if:
  - (i) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council and approves the design of any overhangs, and
  - (ii) the area of all overhang exclusions does not exceed 1% of the residential floor area being provided;
- (d) passive solar appurtenances to reduce solar gain; and
- (e) structures such as pergolas, trellises, and tool sheds which support the use of intensive green roofs and urban agriculture.

5.8 The use of floor space excluded under section 5.6 or 5.7 must not include any purpose other than that which justified the exclusion.

### **Building height**

6.1 In sub-area 1, the building height, measured above base surface, must not exceed 38.1 m.

6.2 In sub-area 2, the building height, measured above base surface, must not exceed 72.2 m.

6.3 Section 10.11 of the Zoning and Development By-law is to apply except that, despite section 10.11 and sections 5.1 and 5.2 of this By-law, the Director of Planning or Development Permit Board, as the case may be, may permit a greater height than otherwise permitted for structures which support the use of intensive green roofs or urban agriculture, such as elevator and stair enclosures, amenity areas, tool sheds, trellises, and other garden structures.



**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.

**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**

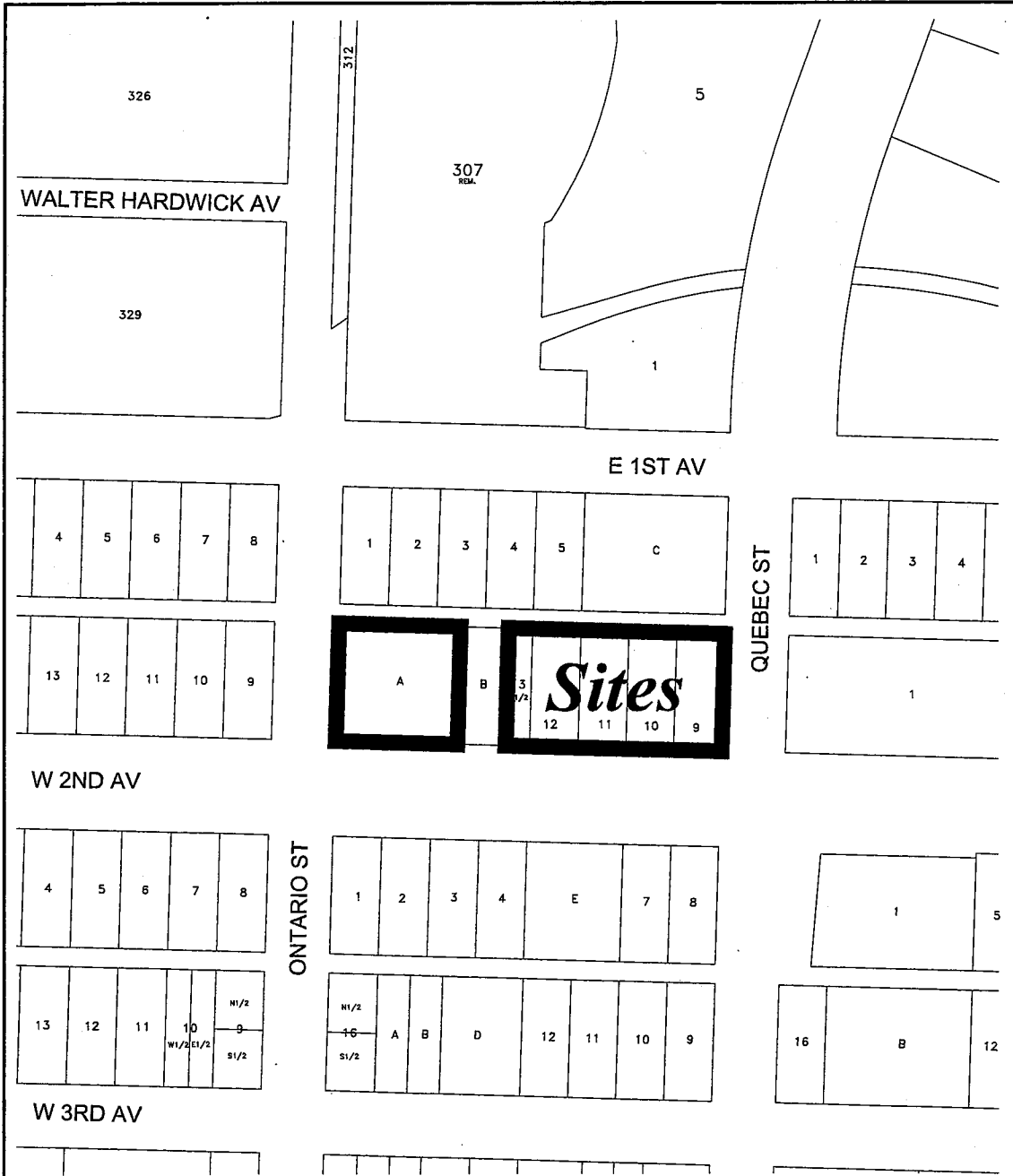
10. This By-law is to come into force and take effect on the date of its enactment.

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

\_\_\_\_\_  
Mayor

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

**Schedule A**



The properties outlined in black ( **█** ) are rezoned:

From **M-2** to **CD-1**

**Z-623 (a)**

**RZ- 15 & 97 East 2nd Avenue**

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2010-06-25

**EXPLANATION****Authorization to enter into a  
Heritage Revitalization Agreement  
with the owner of 97 East 2<sup>nd</sup> Avenue**

On July 20, 2010, after the public hearing, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 97 East 2<sup>nd</sup> Avenue pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that any prior-to conditions are complete, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
October 19, 2010

97 East 2<sup>nd</sup> Avenue

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



**A By-law to authorize Council entering into a  
Heritage Revitalization Agreement  
with the Owner of Heritage Property**

**PREAMBLE**

Council has authority under the *Vancouver Charter* to enter into a heritage revitalization agreement with the owner of heritage property including terms and conditions to which Council and the owner may agree.

Certain property bearing the civic address of 97 East 2<sup>nd</sup> Avenue, and the following legal description:

PID: 005-217-211

PID: 005-217-229

PID: 005-217-237

PID: 005-217-245

PID: 005-217-253

Lots 9 to 12 and

East ½ of Lot 13

All of: Block 8

District Lot 200A

Plan 197

contain heritage buildings and fixtures of heritage value.

Council is of the opinion that the building and fixtures have sufficient heritage value to justify their conservation, and Council and the owner of the property have agreed to facilitate such conservation by agreeing to the terms and conditions set out in the attached heritage revitalization agreement.



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 21 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)

SEE SCHEDULE

3. NATURE OF INTEREST:\*

DESCRIPTION

DOCUMENT REFERENCE  
(page and paragraph)

PERSON ENTITLED TO  
INTEREST

SEE SCHEDULE

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

(a) Filed Standard Charge Terms

[ ] D.F. No.

(b) Express Charge Terms

[XX] 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):\*

MONTREAL HOLDINGS LTD., incorporation no. 658597

0619933 B.C. LTD., incorporation no. 619933

BANK OF MONTREAL, as to priority

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

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, B.C., 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.

	Execution Date			
Officer Signature(s)	Y	M	D	Party(ies) Signature(s)
_____ (Solicitor) (as to all signatures)				<b>MONTSAL HOLDINGS LTD.</b> , by its authorized signatory(ies):
Print Name:				
Print Name:				
<b>0619933 B.C. LTD</b> , by its authorized signatory(ies):				
Print Name:				Print Name:
_____ (Solicitor) (as to all signatures)				Print Name:

**OFFICER CERTIFICATION:**

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

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

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

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

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 all signatures)				<b>BANK OF MONTREAL</b> , by its authorized signatory(ies):  <hr/> Print Name:  <hr/> Print Name:
<hr/> Bruce T. Quayle Solicitor 453 West 12 <sup>th</sup> Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714				<b>CITY OF VANCOUVER</b> by its authorized signatory:  <hr/>

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.





LAND TITLE ACT  
FORM E  
SCHEDULE

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Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

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

(PID)	(LEGAL DESCRIPTION)
005-217-211	Lot 9 Block 8 District Lot 220A Plan 197
005-217-229	Lot 10 Block 8 District Lot 220A Plan 197
005-217-237	Lot 11 Block 8 District Lot 220A Plan 197
005-217-245	Lot 12 Block 8 District Lot 220A Plan 197
005-217-253	The East Half of Lot 13 Block 8 District Lot 220A Plan 197
007-647-638	Lot A Block 8 District Lot 220A Plan 15577

LAND TITLE ACT  
FORM E  
SCHEDULE

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:\*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant over Lot 9 Block 8 District Lot 220A Plan 197; Lot 10 Block 8 District Lot 220A Plan 197; Lot 11 Block 8 District Lot 220A Plan 197; Lot 12 Block 8 District Lot 220A Plan 197; East Half of Lot 13 Block 8 District Lot 220A Plan 197;	Article 2, pages 10 - 13	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage BX458212 and Assignment of Rents BX458213	page 21	Transferee
Statutory Right of Way over Lot 9 Block 8 District Lot 220A Plan 197; Lot 10 Block 8 District Lot 220A Plan 197; Lot 11 Block 8 District Lot 220A Plan 197; Lot 12 Block 8 District Lot 220A Plan 197; East Half of Lot 13 Block 8 District Lot 220A Plan 197;	Article 3, page 14	Transferee
Priority Agreement granting above Statutory Right of Way priority over Mortgage BX458212 and Assignment of Rents BX458213	page 21	Transferee
Section 219 Covenant over Lot A Block 8 District Lot 200A Plan 15577	Article 4, pages 14 - 15	
Priority Agreement granting above Section 219 Covenant priority over Mortgage BX458212 and Assignment of Rents BX458213	page 21	Transferee
Equitable Charge over Lot 9 Block 8 District Lot 220A Plan 197; Lot 10 Block 8 District Lot 220A Plan 197; Lot 11 Block 8 District Lot 220A Plan 197; Lot 12 Block 8 District Lot 220A Plan 197; East Half of Lot 13 Block 8 District Lot 220A Plan 197	Article 7, pages 16	Transferee
Priority Agreement granting above Equitable Charge priority over Mortgage BX458212 and Assignment of Rents BX458213	page 21	Transferee

## TERMS OF INSTRUMENT - PART 2

### Heritage Revitalization Agreement 15 & 97 East 2<sup>nd</sup> Avenue

#### WHEREAS:

- A. The Transferor, Montsal Holdings Ltd., is the registered owner of the Heritage Lands (as defined below herein).
- B. The Transferor, 0619933 B.C. Ltd., is the registered owner of the Non-Heritage Lands (as defined below herein).
- C. The Heritage Lands are located at the civic address 97 East 2<sup>nd</sup> Avenue.
- D. The Non-heritage Lands are located at the civic address 15 East 2<sup>nd</sup> Avenue.
- E. The Heritage Lands and the Non-heritage Lands are separated by one parcel of land located between them at 33 East 2<sup>nd</sup> Avenue.
- F. There is a building, known as the Opsal Steel building, situated on the Heritage Lands, which is a former industrial-use building consisting of a north barn and south barn, with a connecting link between them, which is considered to have heritage value and is listed in the “A” category on the City’s Heritage Register (the “**Heritage Building**”, as further defined below).
- G. The Owners (as defined below herein) propose to develop the Heritage Lands by rehabilitating a portion of the Heritage Building and by constructing on the Heritage Lands a multi-use, residential, commercial and light industrial complex consisting of the Heritage Building, as rehabilitated, a new multi-storey tower building and underground parking and to develop the Non-heritage Lands by constructing thereon a new multi-storey, multi-use, residential and commercial tower building with underground parking (collectively, the “**Developments**”).
- I. As a part of the Development, the Heritage Lands Owner proposes to dismantle the Heritage Building, remove it from the Heritage Lands and rehabilitate portions of it and, thereafter, reassemble, reinstall and conserve such rehabilitated portions of it on the Heritage Lands and, under the provisions of the *Vancouver Charter*, SBC 1953 c. 55 (the “**Vancouver Charter**”), in exchange for certain additional development rights to be assigned to the Heritage Lands, to enter into with the City a heritage revitalization agreement in respect of the Heritage Building and to accept the City’s designation of the Heritage Building as a protected heritage property.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter*, the parties agree as follows:

#### ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) **“Bonus Density”** means 55,100 square feet of additional Floor Space for the Heritage Lands;
- (b) **“Certified Professional”** has the meaning given in the City’s *Building Bylaw 2007*;
- (c) **“City”** means the municipal corporation continued pursuant to the *Vancouver Charter* and **“City of Vancouver”** means the City’s the geographic location;
- (d) **“City’s bank of record”** means the bank or other financial institution the City primarily uses its banking activities;
- (e) **“Conservation Plan”** means a written plan and guidelines, as may be modified or supplemented from time to time with the prior written consent of the Director of Planning, prepared by and/or under the supervision of a Heritage Consultant for the rehabilitation, conservation and preservation of the Heritage Building;
- (f) **“Development Permit”** means a City development permit(s) issued under the City’s *Zoning and Development Bylaw No. 3575* for the Development;
- (g) **“Floor Space”** means the size of a real property development or a portion of a real property development measured in building floor space area and calculated in accordance with City practices and/or the City’s *Zoning and Development By-law No. 3575*;
- (h) **“Director of Planning”** means the chief administrator from time to time of the Planning Department of the City and his successors in function and their respective nominees;
- (i) **“Heritage Building”** means the Heritage Building as defined above in the recitals to this agreement and, more specifically, but without limitation, includes:
  - (i) two long gable-roofed ranges set parallel to each other and to 2<sup>nd</sup> Avenue, with two-storey high bays, and commonly known as the “North Barn” and the “South Barn”;
  - (ii) a low-roof enclosed passageway, located at the mid-point area between the North Barn and South Barn and connecting the two;
  - (iii) an overhead travelling or gantry crane, including, without limitation, its supports, rails and lifting equipment;
  - (iv) a swinging pivot crane situated in the North Barn; and
  - (v) various artefacts, including casting moulds constructed of wood;
- (j) **“Heritage Consultant”** means an independent, heritage building conservation consultant who is knowledgeable and experienced in heritage building

conservation planning and procedures and otherwise duly qualified to plan and supervise the conservation of heritage buildings;

- (k) **“Heritage Designation”** means the City, by way of by-law enacted pursuant to section 593 of the *Vancouver Charter*, designating the Heritage Building as a protected heritage property;
- (l) **“Heritage Lands”** means the lands and premises located at 97 East 2<sup>nd</sup> Avenue in the City of Vancouver, with the following legal descriptions:

PID	LEGAL DESCRIPTION
005-217-211	Lot 9 Block 8 District Lot 220A Plan 197
005-217-229	Lot 10 Block 8 District Lot 220A Plan 197
005-217-237	Lot 11 Block 8 District Lot 220A Plan 197
005-217-245	Lot 12 Block 8 District Lot 220A Plan 197
005-217-253	The East Half of Lot 13 Block 8 District Lot 220A Plan 197

- (m) **“Heritage Lands Owner”** means the registered owner or owners of the Heritage Lands;
- (n) **“Lands”** means both the Heritage Lands and the Non-Heritage Lands;
- (o) **“Non-Heritage Lands”** means the lands and premises located at 15 East 2<sup>nd</sup> Avenue in the City of Vancouver, with the following legal description:

PID	Legal Description
007-647-638	Lot A Block 8 District Lot 220A Plan 197

- (p) **“Non-Heritage Lands Owner”** means the registered owner or owners of the Non-Heritage Lands;
- (q) **“Owners”** means both the Heritage Lands Owner and the Non-Heritage Lands Owner;
- (r) **“rehabilitate” “rehabilitation”** means actions and processes aimed at restoring, upgrading and/or improving a heritage resource, such as, for example, a heritage building, so as to restore and/or conserve its heritage characteristics and value and extend its physical life;

## ARTICLE 2 SECTION 219 COVENANT HERITAGE LANDS

2.1 Pursuant to Section 219 of the *Land Title Act*, RSBC 1996, c.250 (the “*Land Title Act*”), the Heritage Lands Owner covenants and agrees, as covenants and agreements running with, charging

and binding the Lands that, at the Heritage Lands Owner's expense, and at no expense to the City:

- (a) the Heritage Lands Owner will fully rehabilitate the heritage building to the satisfaction of the Director of Planning as follows:
  - (i) within a period of 12 months after the date upon which this agreement is registered on title to the Heritage Lands, the Heritage Lands Owner will dismantle the Heritage Building and remove it from the Heritage Lands; and
  - (ii) within no more than 48 months after the date upon which the first development permit is issued for the Heritage Lands in respect of the Developments, the Heritage Lands Owner will complete the rehabilitation of the Heritage Building in all respects, including, without limitation, the reassembly and reinstallation of it on the Heritage Lands,

all in accordance with the all Development Permits the City may issue in respect of the rehabilitation of the Heritage Building, a Conservation Plan explicitly approved by the City, the current Standards and Guidelines for the Conservation of Historic Places in Canada as issued by Parks Canada, and this agreement (collectively, the "Rehabilitation Work");
- (b) the Heritage Lands Owner, to the satisfaction of the Director of Planning, will ensure that a Heritage Consultant supervises all aspects of the Rehabilitation Work;
- (c) the Heritage Lands Owner, to the satisfaction of the Director of Planning, will ensure that the Heritage Building is secure from occupation by squatters and vandalism at all times during the carrying out of the Rehabilitation Work;
- (d) on completion of the Rehabilitation Work as required by this agreement, the Heritage Lands Owner will cause a Heritage Consultant to submit to the Director of Planning, in form and content to his or her satisfaction, a signed statement stating explicitly that the Rehabilitation Work has been fully completed in accordance with the Conservation Plan approved by the City hereunder;
- (e) at all times after the date upon which this agreement is registered on title to the Heritage Lands, the Heritage Lands Owner, in accordance with the Conservation Plan approved by the City hereunder, and to the satisfaction of the Director of Planning, will conserve the Heritage Building as rehabilitated and as reassembled and reinstalled on the Heritage Lands in accordance with this agreement and, in any event, in good condition in all respects as would a reasonable and prudent owner;
- (f) the Heritage Lands Owner will not at any time after completion of the Rehabilitation Work or cause, permit or suffer anyone to in any way alter the exterior, make structural changes, or renovate or reconfigure the Heritage Building

or any part thereof, except as may be permitted by this agreement or any development or heritage alteration permits issued by the City;

- (g) the Heritage Lands Owner will not at any time and will not suffer or cause any other person at any time to obscure, deface or remove any heritage related commemorative plaque the City may attach to the Heritage Building pursuant to the statutory right of way granted to it herein;
- (h) at all times after this agreement is registered on title to the Heritage Lands, the Heritage Lands Owner will keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (i) if at any time the Heritage Building is damaged in any way or destroyed, the Heritage Lands Owner, to the City's satisfaction, will repair the damage or replace the Heritage Building with a replica building, unless it would be lawful or, in the City's opinion, uneconomical or unfair for the Heritage Lands Owner to be required to do so. In determining whether it would be uneconomical or unfair for the Heritage Lands Owner to be required to repair or replace the Heritage Building in such circumstances, the City, in consultation with the Heritage Lands Owner, will consider land related economic factors, including, without limitation, the estimated out-of-pocket expense to the Heritage Lands Owner for the repair or replacement of the Heritage Building and whether the Heritage Lands Owner has complied with the insurance provisions of this agreement, and if the City determines that in its opinion it would be uneconomical or unfair for the Heritage Lands Owner to be required to repair or replace the Heritage Building, then, within a reasonable time of the Heritage Lands Owner's request, to the extent the City reasonably considers to be appropriate, the City will execute and deliver a modification or a partial or full discharge of this agreement to reflect such change in circumstance;
- (j) the Heritage Lands Owner will not at anytime carry out any construction or permit any construction of any new building on the Heritage Lands except pursuant to a staged building permit applied for and obtained by a Certified Professional pursuant to the provisions of the City's *Building Bylaw 2007* and by which the completion of the construction of a bare concrete shell structure therefor will mark the end of a portion or stage of the total construction thereof;
- (k) notwithstanding that the Heritage Lands Owner may otherwise be entitled, the Heritage Lands Owner will not at anytime carry out any construction or permit any construction for any new building on the Heritage Lands that consists of anything more than a bare concrete shell structure therefor and the City will not be obligated in any way to issue any building permit for any such construction unless and until:
  - (i) the Rehabilitation Work has been completed in accordance with this agreement; or



- (ii) the City has possession, as security in relation to the Rehabilitation Work, of a letter of credit in the City's favour, from a financial institution and in a form satisfactory to the City, for not less than 120% of the then estimated cost to complete the Rehabilitation Work in accordance with this agreement, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City.
- (l) if at anytime before completion of the Rehabilitation Work or the City receiving a letter of credit in accordance with the preceding subparagraph any building permit is issued inadvertently or otherwise for the construction of any new building on the Heritage Lands consisting of anything more than a bare concrete shell structure therefor, the City may revoke such building permit at anytime, and in such circumstances the Heritage Lands Owner will ensure that all construction carried out pursuant to any such permit is discontinued immediately on notification from the City, and if such construction continues thereafter it will be a breach of this agreement and any applicable City bylaws, and the City may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that such construction is stopped; and
- (m) the Heritage Lands Owner will indemnify the City for any and all complaints, demands, claims, actions, suits and judgment for any loss, injury, damage or expense anyone may suffer, incur or experience arising in connection with this agreement.

2.2 If the Heritage Lands Owner at anytime, in default of this agreement, fails to carry out the Rehabilitation Work or to conserve or replace the Heritage Building as required hereby, and if the Heritage Lands Owner fails to rectify any such default after 30 days notice from the City to do so, the City, on the Heritage Lands Owner's behalf and at the Heritage Lands Owner's expense, may, but will be under not be obligated to, rectify the Heritage Lands Owner's default.

2.3 In addition to any other remedies available to it under this agreement, the City may pursue all remedies available to it in law and in equity in respect of any Heritage Lands Owner breach of this agreement, and, in such circumstances, in addition to any other remedies available to it, the City will be entitled to obtain injunctive relief for the enforcement of the provisions of this Article of this agreement without being required to demonstrate that, in the absence of the injunctive relieve sought, the City might, will or probably will suffer any irreparable harm or any harm at all.

2.4 Notwithstanding any other provision of this agreement, nothing herein requires the City to exercise any of the rights granted to it by way of the statutory right of way contained herein to rehabilitate, conserve or replace the Heritage Building.

2.5 The Heritage Lands Owner may not make any use of the Bonus Density other than as provided for in this agreement and the Development Permit.

**ARTICLE 3  
STATUTORY RIGHT OF WAY  
HERITAGE LANDS**

3.1 Pursuant to Section 218 of the *Land Title Act*, the Heritage Lands Owner hereby grants to the City a statutory right of way to enter, be and move about on the Heritage Lands to install, maintain, repair and replace on the exterior of the Heritage Building, in consultation with the Heritage Lands Owner as to location thereon, a heritage related commemorative plaque regarding the Heritage Building and, in the event the Heritage Lands Owner is in default of any of its obligations under this agreement to carry out the Rehabilitation Work or to conserve and/or replace the Heritage Building, to carry out any such obligations of the Heritage Lands Owner hereunder, if the City should at any time choose to do so in accordance with and pursuant to this agreement.

3.2 The statutory right of way set granted in this Article is necessary for the operation and maintenance of the City's undertaking.

**ARTICLE 4  
SECTION 219 COVENANT  
NON-HERITAGE LANDS**

4.1 Pursuant to Section 219 of the *Land Title Act*, the Non-Heritage Lands Owner covenants and agrees, as covenants and agreements running with, charging and binding the Non-Heritage Lands, that:

- (a) notwithstanding that the Non-Heritage Lands Owner may otherwise be entitled, the Non-Heritage Lands Owner will not at anytime construct or permit the construction of any building on the Non-Heritage Lands and the City will not be obligated in any way to issue any development or building permits therefor unless and until:
  - (i) the Rehabilitation Work has been completed in accordance with this agreement; or
  - (ii) the City has possession, as security in relation to the Rehabilitation Work, of a letter of credit in the City's favour, from a financial institution and in a form satisfactory to the City, for not less than 120% of the then estimated cost to complete the Rehabilitation Work in accordance with this agreement, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City; and
  - (iii) the Bonus Density has been duly assigned to the Heritage Lands and 11,986 square feet of the Bonus Density has been duly transferred to the Non-Heritage Lands pursuant to the City's Heritage Bonus Density and Transfer of Heritage Bonus Density policies and practices;
- (b) the City may revoke at anytime any development or building permit(s) issued for the Non-Heritage Lands, inadvertently or otherwise, prior to completion of the

Rehabilitation Work or the City receiving a letter of credit as described in the preceding sub-paragraph, and in such circumstances the Non-Heritage Lands Owner will ensure that all construction commenced under any such permit is discontinued immediately on notification from the City, and if such construction or occupancy thereof continues thereafter it will be a breach of this agreement and any applicable City bylaws, and the City may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that such construction is stopped; and

- (c) the Non-Heritage Lands Owner will indemnify the City for any and all complaints, demands, claims, actions, suits and judgment for any loss, injury, damage or expense to anyone arising in connection with this agreement.

4.2 In addition to any other remedies available to it under this agreement, the City may pursue all remedies available to it in law and in equity in respect of any Non-Heritage Lands Owner breach of this agreement, and, in such circumstances, in addition to any other remedies available to it, the City will be entitled to obtain injunctive relief for the enforcement of the provisions of this Article of this agreement without being required to demonstrate that, in the absence of the injunctive relieve sought, the City might, will or probably will suffer any irreparable harm or any harm at all.

4.3 The City, at the Non-Heritage Land Owner's expense, and within a reasonable time of the Non-Heritage Land Owner's request, after the Rehabilitation Work has been completed in accordance with this agreement, will discharge from title to the Non-Heritage Lands the Section 219 Covenant contained in this Article 4, provided neither the Heritage Lands Owner nor the Non-Heritage Lands Owner owes any money to the City under this agreement or in connection with the subject matter of this agreement.

## ARTICLE 5 LETTERS OF CREDIT - GENERAL

5.1 All letters of credit required by this agreement will be issued by a Schedule I Canadian chartered bank and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year until the Heritage Lands Owner has, to the City's full satisfaction, completed the Rehabilitation Work in accordance with this agreement.

5.2 Notwithstanding any other provision of this agreement, as the estimated cost to complete Rehabilitation Work diminishes over time as it is carried out, the City will accept replacement letters of credit from time to time to reduce the amounts of security thereby held by the City for the Rehabilitation Work so that such amounts of security so held by the City will correspond more closely with the reduced estimated cost to complete the Rehabilitation Work, provided that such replacement letters of credit all are provided in accordance with this agreement.

5.3 The City may call upon any letter(s) of credit provided to it hereunder and apply the proceeds therefrom in any manner and for any purpose as the City sees fit, if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) either of the Non-Heritage Lands Owner or the Heritage Lands Owner becomes or has become insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupts or insolvent debtors;
- (c) the Heritage Lands Owner is not carrying out or has not carried out the Rehabilitation Work as required under this agreement;
- (d) the City undertakes all or any part of the Rehabilitation Work pursuant to this agreement; and/or
- (e) the Heritage Lands Owner is in breach of any of its obligations under this agreement.

#### **ARTICLE 6 DEBTS OWED TO CITY**

6.1 If the City, pursuant to this agreement, enters upon the Heritage Lands to carry out any of the Heritage Owner's obligation hereunder to carry out any of the Rehabilitation Work or to conserve or replace the Heritage Building:

- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
- (b) the Heritage Owner and/or the Non-Heritage Owner, being jointly and severally liable, will pay to the City, forthwith on demand, the full amount of all costs the City incurs to rehabilitate, conserve or replace the Heritage Building, plus 20% of such costs as fair compensation for the City's overhead, and any such amounts not paid to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate of the City's bank of record, plus 2%, calculated monthly and not in advance.

#### **ARTICLE 7 EQUITABLE CHARGE HERITAGE LANDS**

7.1 The Heritage Lands Owner hereby grants to the City an equitable charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable to the City under the terms of this agreement or otherwise at law in connection with the subject matter of this agreement.

7.2 The equitable charge the Heritage Lands Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Heritage Lands.

**ARTICLE 8  
EQUITABLE CHARGE  
NON-HERITAGE LANDS**

8.1 The Non-Heritage Lands Owner hereby grants to the City an equitable charge over the Non-Heritage Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable to the City under the terms of this agreement or otherwise at law in connection with the subject matter of this agreement.

8.2 The equitable charge the Non-Heritage Lands Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Non-Heritage Lands.

8.3 The City, at the Non-Heritage Land Owner's expense, and within a reasonable time of the Non-Heritage Land Owner's request, after the Rehabilitation Work has been completed in accordance with this agreement, will discharge from title to the Non-Heritage Lands the equitable charge contained in this Article 8, provided neither the Heritage Lands Owner nor the Non-Heritage Lands Owner owes any money to the City under this agreement or in connection with the subject matter of this agreement.

**ARTICLE 9  
RELEASE AND INDEMNITY**

9.1 The Owners hereby releases, and each of them hereby releases, the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owners or either of them may suffer, incur or experience and the Owners will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected with:

- (a) the City carrying out any of the Rehabilitation Work or any other work contemplated by this agreement;
- (b) the City withholding any permits (including, without limitation, any occupancy permits) under this agreement, until the Heritage Lands Owner has fully complied with all the Rehabilitation Work requirements of in this agreement;
- (c) this agreement, except to the extent the same arises directly and solely from a default of the City;
- (d) any release of this agreement or the loss of any of the rights granted hereunder;
- (e) the non-compliance, if any, of the Lands or either of them or the Heritage Building or any part of either thereof with any City by-law; or
- (f) the issuance of any development permit(s) for the Development.

9.2 The Heritage Lands Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development of and may affect the value of the Heritage Lands, the Heritage Lands Owner has received full and fair compensation for entering into this agreement and accepting the Heritage Designation and the Heritage Lands Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have been fully satisfied.

9.3 The release, promise of indemnity and the other acknowledgements and agreements contained in this Article are an integral part of the Section 219 Covenants granted herein and the rest of this agreement and, in any event, will survive the expiry or earlier termination of this agreement and will survive any modification, release or partial release of any of the covenants created by this agreement and will be personal covenants of the Owners and each of them.

## ARTICLE 10 NOTICES

10.1 Notices. Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

(a) if to the Owner's or either of them:

to their addresses or its address as shown in the Land Title Officer records

(b) if to the City:

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

Attention: City Clerk and Director of Legal Services;

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of any parcel of land should change, then to the address as set out in the State of Title Certificate for that particular parcel of land, or, if strata-titled, the address of the strata corporation in the records of the Land Title Office, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

**ARTICLE 11**  
**GENERAL**

11.1 Joint and Several Liability. Where the any of the Owners' obligations hereunder are joint obligations, the Owners will be jointly and severally liable for the performance and in respect of any non-performance or mis-performance thereof, and if either of the Owners consists in any way of more than one person and/or entity, then all such persons and entities shall be jointly and severally liable to the City for the performance and observance and in respect of any non-performance or mis-performance of such Owner's obligations in this agreement.

11.2 Priority of Registration. The Owners, at their expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.

11.3 Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.

11.4 Waiver. 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.

11.5 Time of Essence. Time will be of the essence in respect of this agreement.

11.6 Enurement. This agreement shall enure to the benefit of and be binding upon the Owners and their successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owners' successors in title and trustees and successors and all parties claiming through such owners.

11.7 City's Other Rights and Obligations. Nothing contained or implied in this agreement will derogate from the obligations of the Owners under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* SBC 1953 c.55 and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owners and the City.

11.8 Headings. The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.

11.9 Number. Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

11.10 Governing Law. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

11.11 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.

11.12 City Approvals. In this agreement, where City “approval”, “acceptance”, “consent” or similar authorization or agreement is required, unless provided for otherwise in this agreement, such “approval”, “acceptance”, “consent” or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such “approval”, “acceptance”, “consent” or similar authorization or agreement. Any purported “approval”, “acceptance” “consent” or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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



## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" mean the Mortgage registered under number BX458212 and Assignment of Rents registered under number BX458213;
- (b) "Existing Chargeholder" means Bank of Montreal;
- (c) "New Charges" mean the Section 219 Covenants, the Statutory Right of Way and the Equitable Charges contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**

**EXPLANATION****Heritage Designation By-law  
re 97 East 2<sup>nd</sup> Avenue**

At a public hearing on July 20, 2010, Council approved a recommendation to designate the structure and exterior envelope and overhead gantry crane of the improvements and exterior building materials of buildings at 97 East 2<sup>nd</sup> Avenue as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services  
October 19, 2010

97 East 2<sup>nd</sup> Avenue  
Opsal Steel Buildings  
and interior building fixtures

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



A By-law to designate certain real property  
as protected heritage property

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

1. Council considers that the real property described as:

- |  |  |  |
|--|--|--|
| a) Structure and exterior envelope of the improvements and exterior building materials of:   | 97 East 2 <sup>nd</sup> Avenue,<br>Vancouver, BC | PID: 005-217-211<br>PID: 005-217-229<br>PID: 005-217-237<br>PID: 005-217-245<br>PID: 005-217-253<br>Lots 9 to 12 and<br>East ½ of Lot 13<br>All of: Block 8<br>District Lot 200A<br>Plan 197 |
| i) long gable-roofed building parallel to 2 <sup>nd</sup> Avenue, with a two storey high bay, known as the "South Barn",                                   |  |  |
| ii) short gable-roofed building parallel to the South Barn and adjacent to the lane, with a two storey high bay, known as the "North Barn", and            |  |  |
| iii) low-roof enclosed passageway connecting the North Barn and South Barn;  |  |  |
| b) overhead gantry crane, set parallel to the lane, including, without limitation, its support posts, crane rails, travelling crane and lifting equipment. |  |  |

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

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