

EXPLANATION**Vancouver Athletic Commission By-law No. 2875
repealing By-law**

On July 10, 2013, Council resolved to repeal the Vancouver Athletic Commission By-law, thereby disbanding the Vancouver Athletic Commission. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2013



BY-LAW NO. _____

**A By-law to repeal
Vancouver Athletic Commission By-law No. 2875**

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

1. Council repeals Vancouver Athletic Commission By-law No. 2875.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: Air space parcel subdivision fees**

Enactment of the attached By-law will amend the fee schedule to the Subdivision By-law to enable the Approving Officer to apply the smaller air space subdivision fee for small scale developments and for air space subdivisions which are solely to secure separate tenure for public amenities in accordance with Council's resolution of July 9, 2013.

Director of Legal Services
July 23, 2013

BY-LAW NO. _____

**A By-law to amend Subdivision By-law No. 5208
regarding air space subdivision fees**

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

1. This By-law amends the indicated provisions of By-law No. 5208.
2. Council amends section 2.1, by adding the following definitions:
 - “(g) “Day care” means the use of premises operated as a community care facility by one or more persons licensed under the Community Care and Assisted Living Act of British Columbia, on a not for profit basis, for “group day care”, “preschool”, “special needs day care”, “emergency care”, “child minding”, or “out of school care”, in accordance with Child Care Licensing Regulation B.C. Reg. No. 319/89, and may include the use of flexible space operated for child services as determined by the Director of Social Planning but does not include premises operated for “family child care.”;
 - (h) “For-profit affordable rental housing” means three or more new dwelling units in the same building or project, determined by the City Manager to be affordable, but does not include alterations of such units.; and
 - (i) “Social housing” means:
 - (i) housing in which households with incomes below core-need income thresholds occupy at least 30% of the dwelling units,
 - (ii) rental housing owned by or on behalf of the city, Province of British Columbia, or Canada,
 - (iii) rental housing owned by a non-profit corporation, or
 - (iv) housing owned by a non-profit co-operative association,

and where, in respect of subsections (ii), (iii), and (iv), the registered owner or ground lessee of the freehold or leasehold title to the land upon which the housing is situate has granted to the city a section 219 covenant, housing agreement, or other security securing the housing commitments required by the city, on terms and conditions satisfactory to the city, and registered against the freehold or leasehold title with such priority of registration over other liens, charges, and encumbrances as the city may require.”

EXPLANATION**A By-law to amend Zoning & Development By-law 3575
Re: Marine terminals**

After the public hearing on July 9, 2013, Council resolved to amend the Zoning & Development By-law to prohibit the use of a marine terminal or berth for the bulk storage or handling and trans-shipment of coal. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2013

Zoning & Development By-law
Amendments re: Marine Terminals



BY-LAW NO. _____

A By-law to amend
Zoning and Development By-law No. 3575
regarding Marine Terminals

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 Zoning and Development By-law.
2. In Section 10, at the end, Council adds:

“10.38 Marine Terminal or Berth

10.38.1 A marine terminal or berth must not be used for the bulk storage and handling and trans-shipment of coal.”
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of the By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1265-1281 Howe Street and 803-821 Drake Street**

After the public hearing on April 16, 2012, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 1265-1281 Howe Street and 803-821 Drake Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2013

1265-1281 Howe Street and
803-821 Drake Street



BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-644 (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 (551).

2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in the By-law or in a development permit, the only uses permitted and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Artist Studio, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, and Theatre;
- (b) Dwelling Uses;
- (c) Institutional Uses, limited to Child Day Care Facility;
- (d) Retail Uses, limited to Adult Retail Store, Grocery or Drug Store, and Retail Store;
- (e) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Repair Shop - Class B, and Restaurant - Class 1; and
- (f) Accessory Use customarily ancillary to any use permitted by this section.

Density

3.1 For the purposes of computing floor space ratio, the site is deemed to be 2 510 m² being the site size at the time of application for rezoning, prior to any dedications.

3.2 The floor space ratio for all uses must not exceed 9.15.

3.3 Retail and service uses are limited to a maximum of 278.7 m² per individual retail unit.

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

3.5 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all such exclusions must not exceed 8 % of the residential floor area;
- (b) patios and roof gardens only 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 the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit there will be no exclusion for any of the residential storage space above base surface for that unit.

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

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

- (c) cultural uses secured to the City's satisfaction for public use and benefit.

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

Building height

- 4. The building height, measured above base surface, must not exceed 114.3 m.

Horizontal Angle of Daylight

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

5.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

5.3 Measurement of the plane or planes referred to in section 5.2 must be horizontally from the centre of the bottom of each window.

5.4 If:

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

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

5.5 An obstruction referred to in section 5.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (551).

5.6 A habitable room referred to in section 5.1 does not include:

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

Acoustics

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

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

Severability

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

Force and effect

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

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk



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

Z-644 (a)

RZ - 1265-1281 Howe Street and 803-821 Drake Street

map: 1 of 1
 scale: NTS



EXPLANATION**Street and Traffic By-law amending By-law
Re: Housekeeping and washing and repairing vehicles on streets**

The Street and Traffic By-law contains a provision which prohibits parking and stopping on a street to wash, grease or repair a vehicle, excepting emergency vehicle repairs. This housekeeping amendment will assist with enforcement of this provision, by clarifying that the act of washing, greasing or repairing a vehicle on a street is prohibited, regardless of whether or not the person doing so was observed to park or stop the vehicle for that purpose.

Director of Legal Services
July 23, 2013

YPT BY-LAW NO. _____

**A By-law to amend Street and Traffic By-law No. 2849
regarding housekeeping and washing and repairing vehicles on streets**

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

1. This By-law amends the indicated provisions of the Street and Traffic By-law.
2. After section 68, Council adds:
"68A. No person shall:
 - (a) wash or grease any vehicle on any street; or
 - (b) repair any vehicle on any street, except for repairs necessitated by an emergency."
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1388 Continental Street**

After the public hearing on July 10, 12 and 19, 2012, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 1388 Continental Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2013

1388 Continental Street

BY-LAW NO. _____


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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-647 (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 (549).

2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in the By-law or in a development permit, the only uses permitted and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Fitness Centre;
- (b) Dwelling Uses in conjunction with any of the uses listed in this schedule, except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width must be used for residential purposes, except for entrances to the residential portion;
- (c) Office Uses;
- (d) Retail Uses;
- (e) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laboratory, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class B, and Restaurant - Class 1, School - Arts or Self - Improvement, School - Business, School - Vocational or Trade; and
- (f) Accessory Uses customarily ancillary to any use permitted by this section.

Conditions of Use

3. Up to two dwelling units on the site may be less than 37 m² in area, provided that they are no less than 33.5 m² in area.

Density

4.1 For the purposes of computing floor space ratio, the site is deemed to be 785.48 m², being the site size at the time of application for rezoning, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 6.99.

4.3 Non-residential uses are limited to a maximum of 0.3 floor space ratio.

4.4 Computation of floor space ratio must include:

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

4.5 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all such exclusions must not exceed 8 % of the permitted residential floor area;
- (b) patios and roof gardens only 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:
 - (i) are at or below the base surface, or
 - (ii) are above the base surface and, where developed as off - street parking, are located in an accessory building situated in the rear yard, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including child day care facilities, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area;

- (e) areas of undeveloped floors which are located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (f) floors located at or below finished grade with a ceiling height of less than 1.2 m; and
- (g) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

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

- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8 % of the residential floor area being provided; and
 - (ii) no more than 50 % of the excluded balcony floor area may be enclosed.

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

Building height

5. The building height, measured above base surface, must not exceed 30 m to the top of the parapet and 33 m to the top of the mechanical penthouse.

Horizontal Angle of Daylight

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

6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

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

6.4 If:

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (549).

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

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

Acoustics

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

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

Severability

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

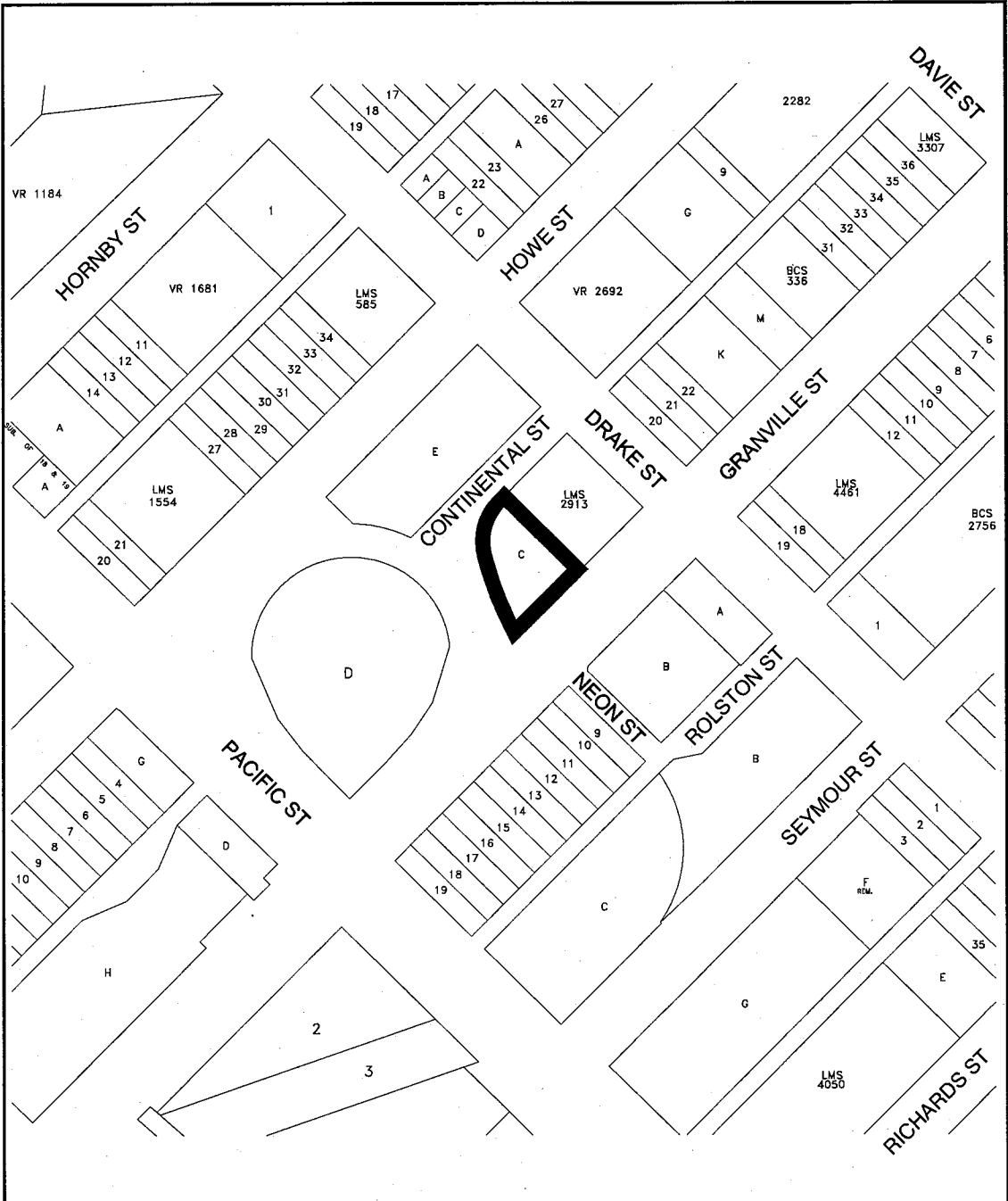
Force and effect

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

ENACTED by Council this day of , 2013

Mayor

City Clerk



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

Z-647 (a)

RZ - 1388 Continental Street

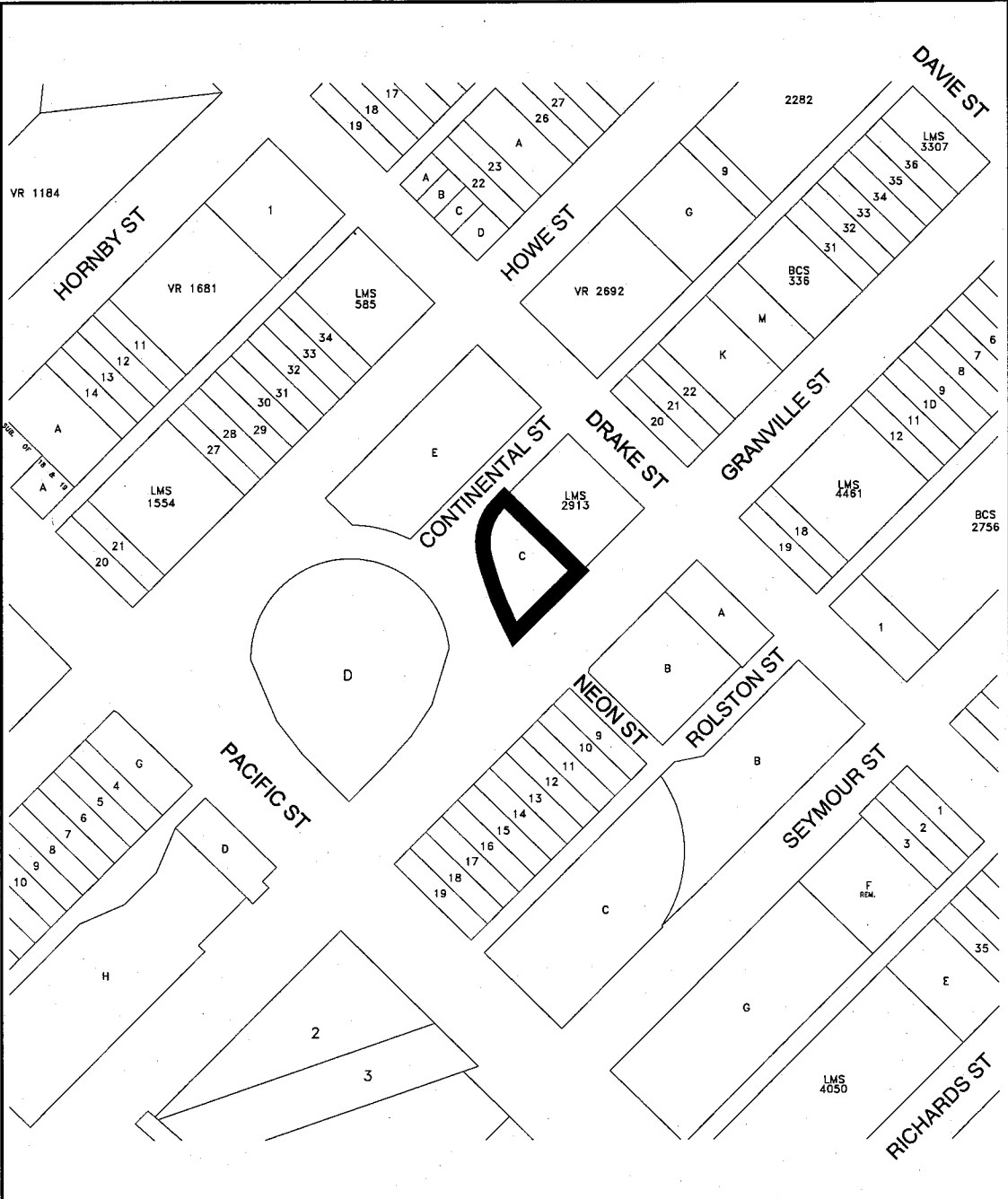
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 scale: NTS



City of Vancouver

date: 2012-06-15

Schedule A



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

Z-647 (a)

RZ - 1388 Continental Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2012-06-15

EXPLANATION**A By-law to enter into an agreement regarding
an Inter-municipal Business Licence Scheme**

On June 25, 2013, Council resolved to approve the city's participation as a partner in a two-year Inter-municipal Business Licence Scheme pilot program with the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, and the City of Surrey. Enactment of this By-law, of the By-law to enter into an Inter-municipal Business Licence Scheme, and of consequential amendments to the License By-law will accomplish this.

Director of Legal Services
July 23, 2013



BY-LAW NO. _____

**A By-law to enter into an agreement among the City of Burnaby,
the Corporation of Delta, the City of New Westminster,
the City of Richmond, the City of Surrey, and the City of Vancouver
(the "Participating Municipalities")
regarding an Inter-municipal Business Licence Scheme**

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

1. Council hereby authorizes the City to enter into an Agreement with the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, the City of Surrey, and the City of Vancouver, in substantially the form and substance of the Agreement attached to this By-law as Schedule A, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the Participating Municipalities on such terms and conditions as the Director of Legal Services deems fit.
2. This By-law shall come into force and take effect on the day of enactment.
3. This By-law is to be cited as the "Inter-municipal Business Licence Agreement By-law".

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

Schedule A

Inter-municipal Business Licence Agreement

WHEREAS the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, the City of Surrey, and the City of Vancouver (hereinafter the "*Participating Municipalities*") wish to permit certain categories of Businesses to operate across their jurisdictional boundaries while minimizing the need to obtain a separate municipal business licence in each jurisdiction;

NOW THEREFORE the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, the City of Surrey, and the City of Vancouver agree as follows:

1. The *Participating Municipalities* agree to establish an inter-municipal business licence scheme among the *Participating Municipalities*, pursuant to section 14 of the *Community Charter* and section 192.1 of the *Vancouver Charter*.
2. The *Participating Municipalities* will request their respective municipal Councils to each ratify this Agreement and enact a by-law to implement the inter-municipal business licence scheme effective October 1, 2013.
3. The term of this Agreement and the inter-municipal business licence scheme will be October 1, 2013 to December 31, 2015.

4. In this Agreement:

"*Business*" has the meaning in the *Community Charter*;

"*Community Charter*" means the *Community Charter*, S.B.C. 2003, c.26;

"*Inter-municipal Business*" means a trades contractor or other professional related to the construction industry that provides a service or product other than from their *Premises*;

"*Inter-municipal Business Licence*" means a business licence which authorizes an *Inter-municipal Business* to be carried on within the jurisdictional boundaries of any or all of the *Participating Municipalities*;

"*Inter-municipal Business Licence By-law*" means the by-law adopted by the Council of each *Participating Municipality* to implement the inter-municipal business licence scheme contemplated by this Agreement;

"*Municipal Business Licence*" means a licence or permit, other than an *Inter-municipal Business Licence*, issued by a *Participating Municipality* that authorizes a *Business* to be carried on within the jurisdictional boundaries of that *Participating Municipality*;

"*Participating Municipality*" means any one of the "*Participating Municipalities*";

“*Person*” has the meaning in the *Interpretation Act*, R.S.B.C. 1996, c. 238;

“*Premises*” means one or more fixed or permanent locations where the *Person* ordinarily carries on *Business*;

“*Principal Municipality*” means the *Participating Municipality* where a *Business* is located or has *Premises*; and

“*Vancouver Charter*” means the *Vancouver Charter*, S.B.C. 1953, c.55.

5. Subject to the provisions of the *Inter-municipal Business Licence By-law*, the *Participating Municipalities* will permit a *Person* who has obtained an *Inter-municipal Business Licence* to carry on *Business* within any *Participating Municipality* for the term authorized by the *Inter-municipal Business Licence* without obtaining a *Municipal Business Licence* in the other *Participating Municipalities*.

6. A *Principal Municipality* may issue an *Inter-municipal Business Licence* to an applicant if the applicant is an *Inter-municipal Business* and meets the requirements of the *Inter-municipal Business Licence By-law*, in addition to the requirements of the *Principal Municipality's* by-law that applies to a *Municipal Business Licence*.

7. Notwithstanding that a *Person* may hold an *Inter-municipal Business Licence* that would make it unnecessary to obtain a *Municipal Business Licence* in other *Participating Municipalities*, the *Person* must still comply with all other regulations of any municipal business licence by-law or regulation in addition to any other by-laws that may apply within any jurisdiction in which the *Person* carries on *Business*.

8. An *Inter-municipal Business Licence* must be issued by the *Participating Municipality* in which the applicant maintains *Premises*.

9. The *Participating Municipalities* will require that the holder of an *Inter-municipal Business Licence* also obtain a *Municipal Business Licence* for *Premises* that are maintained by the licence holder within the jurisdiction of a *Participating Municipality*.

10. The *Inter-municipal Business Licence* fee is \$250 and is payable to the *Principal Municipality*.

11. The *Inter-municipal Business Licence* fee is separate from and in addition to any *Municipal Business Licence* fee that may be required by a *Participating Municipality*.

12. Despite paragraphs 17(a) and (b), the *Inter-municipal Business Licence* fee will not be pro-rated.

13. The *Participating Municipalities* will distribute revenue generated from *Inter-municipal Business Licence* fees amongst all *Participating Municipalities* based on the revenue sharing formula referred to in Schedule 1 to this Agreement.

14. The *Participating Municipalities* will review the Inter-municipal business licence scheme and the revenue sharing formula established by this Agreement from time to time and may alter the formula in Schedule 1 by written agreement of all *Participating Municipalities*.

15. The first distribution of revenue generated from *Inter-municipal Business Licence* fees will take place following the nine month period of October 1, 2013 to June 30, 2014.

16. After June 30, 2014, each subsequent distribution of revenue generated from *Inter-municipal Business Licence* fees will take place following each subsequent six month period.

17. The length of term of an *Inter-municipal Business Licence* is twelve (12) months, except that:

- (a) at the option of a *Participating Municipality*, the length of term of the initial *Inter-municipal Business Licence* issued to an *Inter-municipal Business* in that municipality may be less than twelve (12) months in order to harmonize the expiry date of the *Inter-municipal Business Licence* with the expiry date of the *Municipal Business Licence*; and
- (b) any *Inter-municipal Business Licence* issued on or after January 1, 2015 will expire on December 31, 2015.

18. An *Inter-municipal Business Licence* will be valid within the jurisdictional boundaries of all of the *Participating Municipalities* until its term expires, unless the *Inter-municipal Business Licence* is suspended or cancelled or a *Participating Municipality* withdraws from the inter-municipal business licence scheme among the *Participating Municipalities* in accordance with the *Inter-municipal Business Licence By-law*.

19. Each *Participating Municipality* will share a database of *Inter-municipal Business Licences*, which will be available for the use of all *Participating Municipalities*.

20. Each *Participating Municipality* which issues an *Inter-municipal Business Licence* will promptly update the shared database after the issuance of that licence.

21. A *Participating Municipality* may exercise the authority of the *Principal Municipality* and suspend an *Inter-municipal Business Licence* in relation to conduct by the holder within the *Participating Municipality* which would give rise to the power to suspend a business licence under the *Community Charter* or *Vancouver Charter* or under the business licence by-law of the *Participating Municipality*. The suspension will be in effect throughout all of the *Participating Municipalities* and it will be unlawful for the holder to carry on the *Business* authorized by the *Inter-municipal Business Licence* in any *Participating Municipality* for the period of the suspension.

22. A *Participating Municipality* may exercise the authority of the *Principal Municipality* and cancel an *Inter-municipal Business Licence* in relation to conduct by the holder within the *Participating Municipality* which would give rise to the power to cancel a business licence under the *Community Charter* or *Vancouver Charter* or the business licence by-law of the *Participating Municipality*. The cancellation will be in effect throughout all of the *Participating Municipalities*.

23. The cancellation of an *Inter-municipal Business Licence* under section 22 will not affect the authority of a *Participating Municipality* to issue a business licence, other than an *Inter-municipal Business Licence*, to the holder of the cancelled *Inter-municipal Business Licence*.

24. Nothing in this Agreement affects the authority of a *Participating Municipality* to suspend or cancel any business licence issued by that municipality or to enact regulations in respect of any category of *Business* under section 15 of the *Community Charter* or sections 272, 273, 279A, 279A.1, 279B, and 279C of the *Vancouver Charter*.

25. A *Participating Municipality* may, by notice in writing to each of the other *Participating Municipalities*, withdraw from the inter-municipal business licence scheme among the *Participating Municipalities*, and the notice must:

- (a) set out the date on which the withdrawing municipality will no longer recognize the validity within its boundaries of *Inter-municipal Business Licences*, which date must be at least six months from the date of the notice; and
- (b) include a certified copy of the municipal Council resolution or by-law authorizing the municipality's withdrawal from the *Inter-municipal Business Licence* scheme.

26. Prior to the effective date of a withdrawal under section 25 of this Agreement, the remaining *Participating Municipalities* will review and enter into an agreement to amend the revenue distribution formula set out in Schedule 1 of this Agreement.

27. Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Council of the *Participating Municipalities*. Further, nothing contained or implied in this Agreement shall prejudice or affect the *Participating Municipalities'* rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter*, *Vancouver Charter*, or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the *Participating Municipalities'* discretion, and the rights, powers, duties and obligations under all public and private statutes, by-laws, orders and regulations, which may be, if each *Participating Municipality* so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the *Participating Municipalities*.

28. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument, notwithstanding that all of the *Participating Municipalities* are not signatories to the original or the same counterpart.

Signed and delivered on behalf of the *Participating Municipalities*, the Councils of each of which has, by By-law, ratified this agreement and authorized their signatories to sign on behalf of the respective Councils, on the dates indicated below.

The City of Burnaby

Mayor

Clerk

Date

The Corporation of Delta

Mayor

Clerk

Date

The City of New Westminster

Mayor

Clerk

Date

The City of Richmond

Chief

Administrative

Officer

General Manager

Corporate and
Financial Services

Date

The City of Surrey

Mayor

Clerk

Date

The City of Vancouver

Director of Legal
Services

Date

Schedule 1


The revenue generated from Inter-municipal Business Licence fees will be distributed based on the following revenue sharing formula:

Participating Municipality	% share of revenue generated from Inter-municipal Business Licence fees
City of Burnaby	14.37%
Corporation of Delta	9.67%
City of New Westminster	9.34%
City of Richmond	18.86%
City of Surrey	23.46%
City of Vancouver	24.30%
Total	100%

EXPLANATION**A By-law to enter into an Inter-municipal Business Licence Scheme**

On June 25, 2013, Council resolved to approve the city's participation as a partner in a two-year Inter-municipal Business Licence Scheme pilot program with the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, and the City of Surrey. Enactment of this By-law, of the By-law to authorize an agreement to enter into an Inter-municipal Business Licence Scheme, and of consequential amendments to the License By-law will accomplish this.

Director of Legal Services
July 23, 2013



BY-LAW NO. _____

A By-law to enter into an Inter-municipal Business Licence Scheme

WHEREAS the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, the City of Surrey, and the City of Vancouver (the "*Participating Municipalities*") wish to permit certain categories of Businesses to operate across their jurisdictional boundaries while minimizing the need to obtain a separate municipal business licence in each jurisdiction;

AND WHEREAS each of the *Participating Municipalities* has or will adopt a similar by-law and has or will enter into an agreement with the other *Participating Municipalities* to implement the inter-municipal business licence scheme;

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

1. There is hereby established an inter-municipal business licence scheme among the *Participating Municipalities*, pursuant to section 14 of the *Community Charter* and section 192.1 of the *Vancouver Charter*.

2. The inter-municipal business licence scheme established by this By-law will be in effect for a 27-month period, from October 1, 2013 to December 31, 2015.

3. In this By-law:

"*Business*" has the meaning in the *Community Charter*;

"*Community Charter*" means the *Community Charter*, S.B.C. 2003, c.26;

"*Inter-municipal Business*" means a trades contractor or other professional related to the construction industry that provides a service or product other than from their *Premises*;

"*Inter-municipal Business Licence*" means a business licence which authorizes an *Inter-municipal Business* to be carried on within the jurisdictional boundaries of any or all of the *Participating Municipalities*;

"*Municipal Business Licence*" means a licence or permit, other than an *Inter-municipal Business Licence*, issued by a *Participating Municipality*, that authorizes a *Business* to be carried on within the jurisdictional boundaries of that *Participating Municipality*;

"*Participating Municipality*" means any one of the *Participating Municipalities*;

"*Person*" has the meaning in the *Interpretation Act*, R.S.B.C. 1996, c. 238;

"*Premises*" means one or more fixed or permanent locations where the *Person* ordinarily carries on *Business*;

“Principal Municipality” means the *Participating Municipality* where a *Business* is located or has a *Premises*; and

“Vancouver Charter” means the *Vancouver Charter*, S.B.C. 1953, c.55.

4. Subject to the provisions of this By-law, the *Participating Municipalities* will permit a *Person* who has obtained an *Inter-municipal Business Licence* to carry on *Business* within any *Participating Municipality* for the term authorized by the *Inter-municipal Business Licence* without obtaining a *Municipal Business Licence* in the other *Participating Municipalities*.
5. A *Principal Municipality* may issue an *Inter-municipal Business Licence* to an applicant if the applicant is an *Inter-municipal Business* and meets the requirements of this By-law, in addition to the requirements of the *Principal Municipality’s* By-law that applies to a *Municipal Business Licence*.
6. Notwithstanding that a *Person* may hold an *Inter-municipal Business Licence* that would make it unnecessary to obtain a *Municipal Business Licence* in other *Participating Municipalities*, the *Person* must still comply with all other regulations of any *Municipal Business Licence* By-law or regulation in addition to any other by-laws that may apply within any jurisdiction in which the *Person* carries on *Business*.
7. An *Inter-municipal Business Licence* must be issued by the *Participating Municipality* in which the applicant maintains *Premises*.
8. The *Participating Municipalities* will require that the holder of an *Inter-municipal Business Licence* also obtain a *Municipal Business Licence* for *Premises* that are maintained by the licence holder within the jurisdiction of the *Participating Municipality*.
9. The *Inter-municipal Business Licence* fee is \$250 and is payable to the *Principal Municipality*.
10. The *Inter-municipal Business Licence* fee is separate from and in addition to any *Municipal Business Licence* fee that may be required by a *Participating Municipality*.
11. Despite the provisions of section 12(a) and (b), the *Inter-municipal Business Licence* fee will not be pro-rated.
12. The term of an *Inter-municipal Business Licence* is twelve (12) months, except that:
 - (a) at the option of a *Participating Municipality*, the term of the initial *Inter-municipal Business Licence* issued to an *Inter-municipal Business* in that municipality may be less than twelve months in order to harmonize the expiry date of the *Inter-municipal Business Licence* with the expiry date of the *Municipal Business Licence*; and
 - (b) any *Inter-municipal Business Licence* issued on or after January 1, 2015 will expire on December 31, 2015.

13. An *Inter-municipal Business Licence* will be valid within the jurisdictional boundaries of all of the *Participating Municipalities* until its term expires, unless the *Inter-municipal Business Licence* is suspended or cancelled or a *Participating Municipality* withdraws from the inter-municipal licensing scheme in accordance with this By-law.

14. A *Participating Municipality* may exercise the authority of the *Principal Municipality* and suspend an *Inter-municipal Business Licence* in relation to conduct by the holder within the *Participating Municipality* which would give rise to the power to suspend a business licence under the *Community Charter* or *Vancouver Charter* or under the business licence by-law of the *Participating Municipality*. The suspension will be in effect throughout all of the *Participating Municipalities* and it will be unlawful for the licence holder to carry on the *Business* authorized by the *Inter-municipal Business Licence* in any *Participating Municipality* for the period of the suspension.

15. A *Participating Municipality* may exercise the authority of the *Principal Municipality* and cancel an *Inter-municipal Business Licence* in relation to conduct by the licence holder within the *Participating Municipality* which would give rise to the power to cancel a business licence under the *Community Charter* or *Vancouver Charter* or under the business licence by-law of the *Participating Municipality*. The cancellation will be in effect throughout all of the *Participating Municipalities*.

16. The cancellation of an *Inter-municipal Business Licence* under section 15 will not affect the authority of a *Participating Municipality* to issue a business licence, other than an *Inter-municipal Business Licence*, to the holder of the cancelled *Inter-municipal Business Licence*.

17. Nothing in this By-law affects the authority of a *Participating Municipality* to suspend or cancel any business licence issued by that municipality or to enact regulations in respect of any category of *Business* under section 15 of the *Community Charter* or sections 272, 273, 279A, 279A.1, 279B, and 279C of the *Vancouver Charter*.

18. A *Participating Municipality* may, by notice in writing to each of the other *Participating Municipalities*, withdraw from the inter-municipal business licensing scheme and the notice must:

- (a) set out the date on which the withdrawing municipality will no longer recognize the validity within its boundaries of *Inter-municipal Business Licences*, which date must be at least six months from the date of the notice; and
- (b) include a certified copy of the Council resolution or bylaw authorizing the municipality's withdrawal from the *Inter-municipal Business Licence* scheme.

19. The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of any other provisions of this By-law and any such invalid or unenforceable provision shall be deemed to be severable.

EXPLANATION**A By-law to amend the License By-law regarding
Inter-municipal Business Licences**

On June 25, 2013, Council resolved to approve the city's participation as a partner in a two-year Inter-municipal Business Licence Scheme pilot program with the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, and the City of Surrey. Enactment of this By-law, of the By-law to enter into an Inter-municipal Business Licence Scheme, and of the By-law to enter into an Agreement regarding an Inter-municipal Business Licence Scheme will accomplish this.

Director of Legal Services
July 23, 2013

YPS BY-LAW NO. _____

**A By-law to amend License By-law No. 4450
regarding inter-municipal business licences**

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

1. This By-law amends the indicated provisions of the License By-law.
2. In section 2, in the correct alphabetical order, Council adds:

"Inter-municipal Business Licence" means a business licence issued in accordance with an inter-municipal licensing scheme."
3. In Schedule A, in the correct alphabetical order, Council adds:

"INTER-MUNICIPAL BUSINESS LICENCE 250.00 per annum"
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2013

Mayor

City Clerk

EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 6361-6385 Cambie Street**

After the public hearing on March 14, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 6361-6385 Cambie Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2013

6361-6385 Cambie Street



BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-657 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (548).

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

- (a) Cultural and Recreational Uses, limited to Artist Studio, Fitness Centre, or Library;
- (b) Dwelling Uses, in conjunction with any of the uses listed in this section 2.2;
- (c) Office Uses;
- (d) Retail uses, limited to Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, or Small-scale Pharmacy;
- (e) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Repair Shop, Restaurant, School - Business, School - Arts or Self-Improvement, School - Vocational or Trade; and
- (f) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Conditions of Use

3. 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".

Floor Area and Density

4.1 Computation of floor space ratio must assume that the site consists of 1 691 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 3.30.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

4.5 Computation of floor area may exclude amenity areas, except that the total exclusion must not exceed 10% of permitted floor area.

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

Building Height

5. Building height, measured from base surface, must not exceed 27.5 m.

Horizontal Angle of Daylight

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

6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

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

6.4 If:

(a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and

(b) the minimum distance of the unobstructed view is not less than 3.7 m,

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

6.5 An obstruction referred to in section 6.2 means:

(a) any part of the same building including permitted projections; or

(b) the largest building permitted under the zoning on any site adjoining CD-1 (548).

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

(a) a bathroom; or

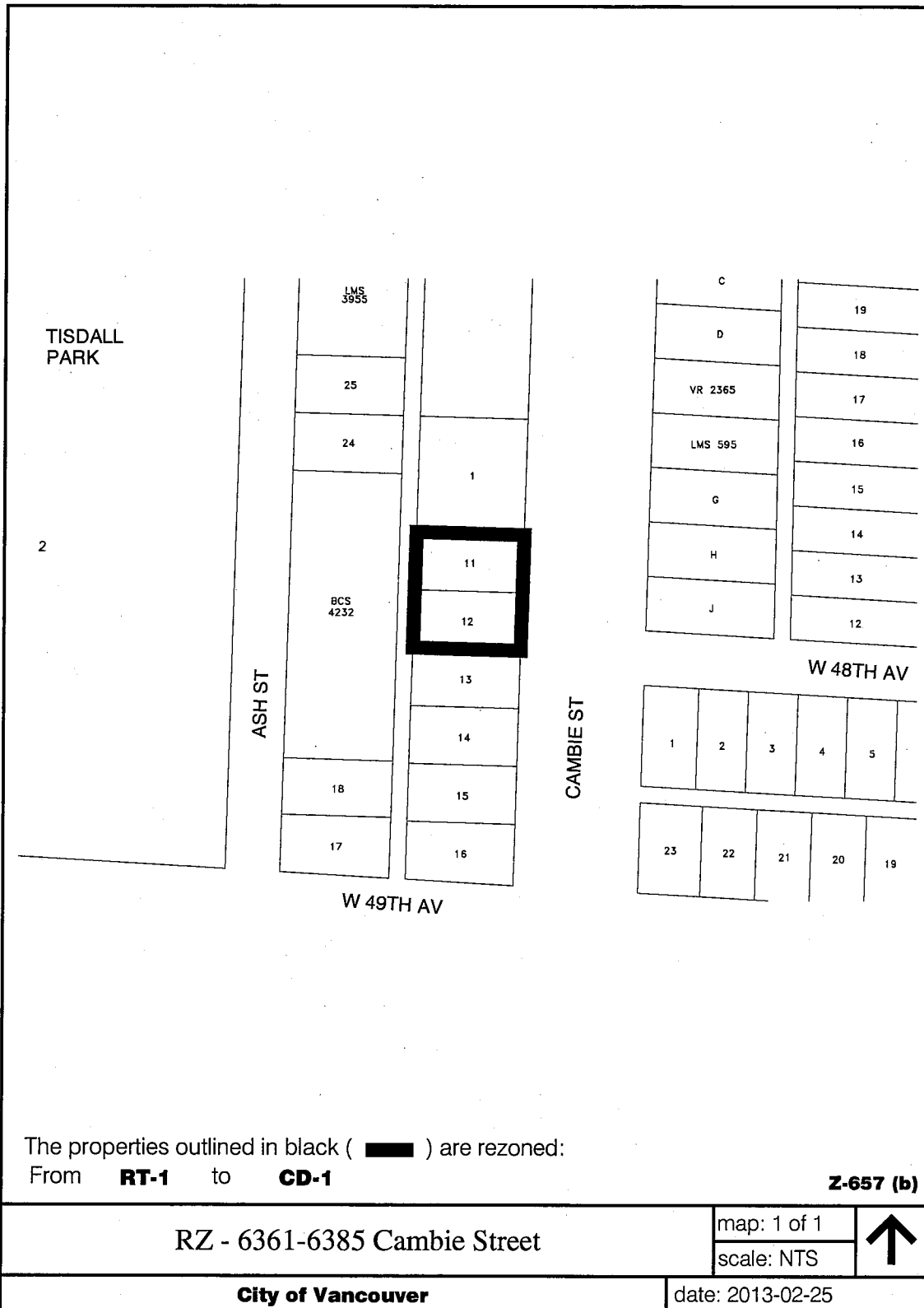
(b) a kitchen whose floor area is the lesser of:

(i) 10% or less of the total floor area of the dwelling unit, or

(ii) 9.3 m².

Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise



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

Z-657 (b)

RZ - 6361-6385 Cambie Street

map: 1 of 1
 scale: NTS



City of Vancouver

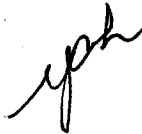
date: 2013-02-25

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 998 West 26th Avenue**

After the public hearing on February 27, February 28, March 1, March 27, April 4 and April 5, 2012, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 998 West 26th 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
July 23, 2013

998 West 26th Avenue
Vancouver Talmud Torah School

 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-642 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (550).

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

- (a) Institutional Uses, limited to Child Day Care Facility, Church, School - Elementary or Secondary, School - University or College, and Social Service Centre; and
- (b) Accessory uses customarily ancillary to the above uses.

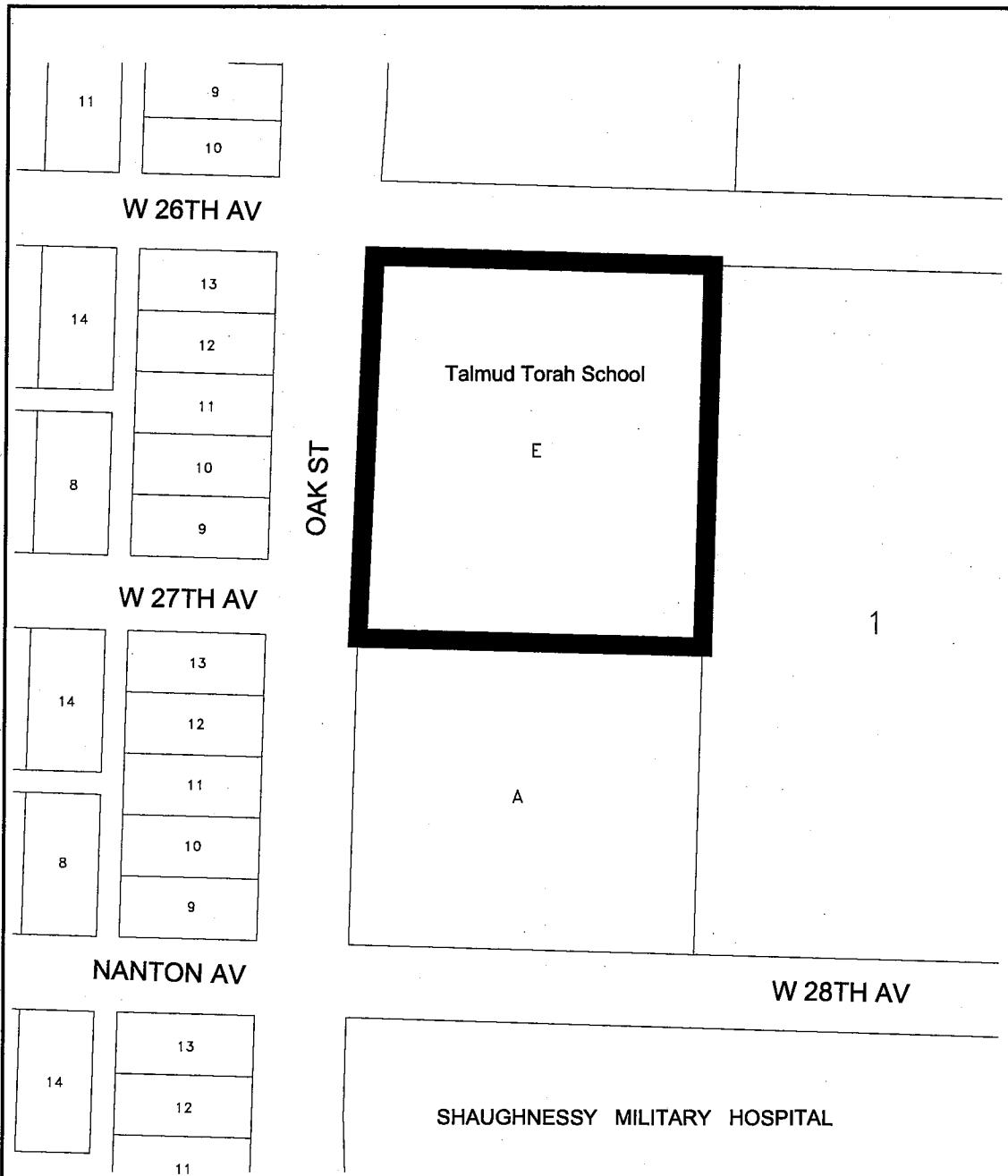
Density

3.1 Computation of floor area must assume that the site consists of 9 414.2 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 Floor space ratio for all uses must not exceed 1.49.

3.3 Computation of floor space ratio must include:

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



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

Z-642 (b)

RZ - 998 West 26th Avenue

map: 1 of 1
scale: NTS



EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 998 West 26th Avenue**

Enactment of the attached By-law will delete 998 West 26th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of April 5, 2012 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
July 23, 2013

998 West 26th Avenue

uph BY-LAW NO. _____

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

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

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom the properties shown in black outline on Schedule A to this By-law, in accordance with the explanatory legends, notations, and references incorporated therein.
2. This By-law is to come into force and take effect on the date of its enactment.

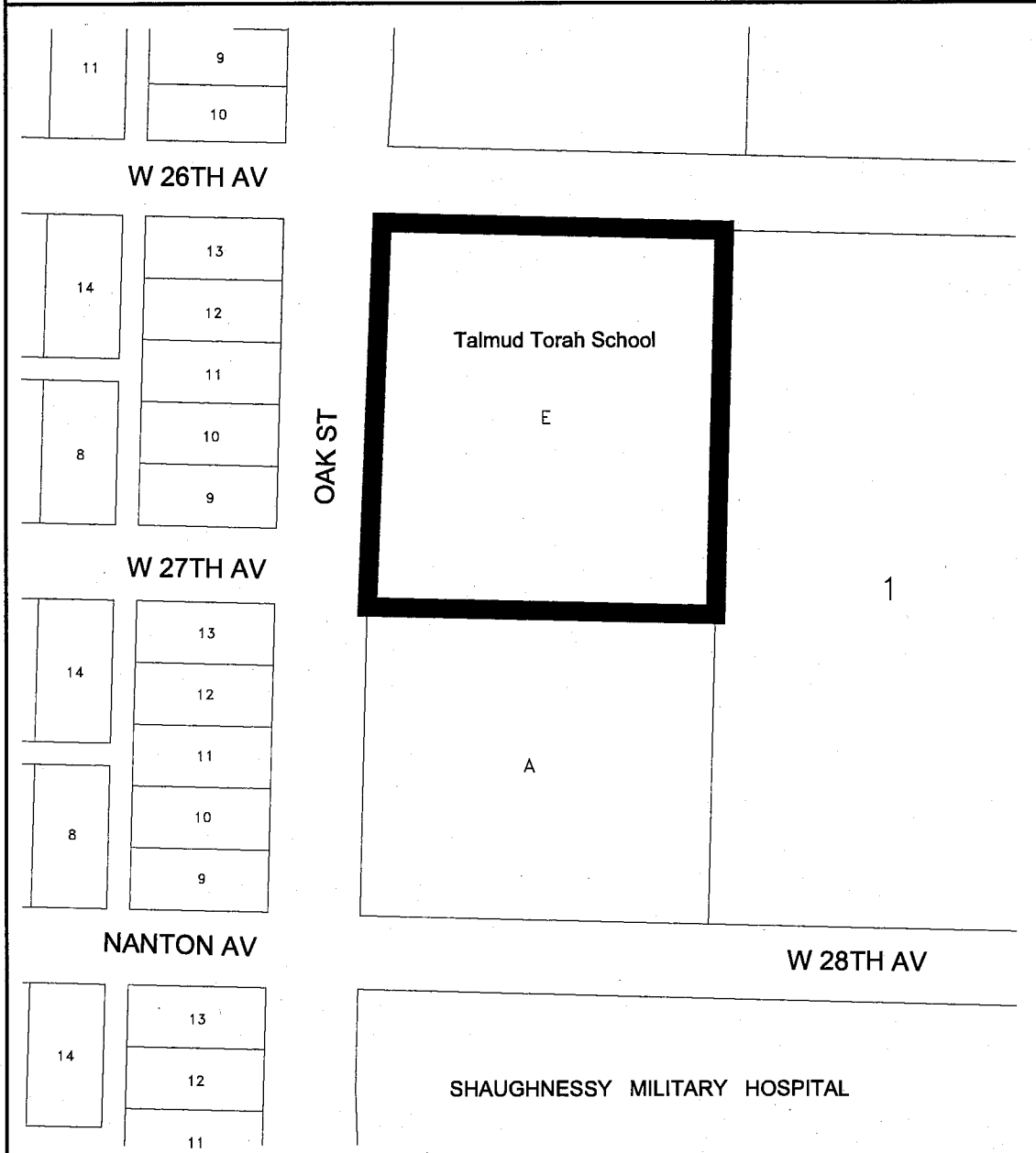
ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

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

being the Subdivision By-law



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

998 West 26th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2012-11-21

EXPLANATION**A By-law to amend Zoning & Development By-law No. 3575
Re: RT-11 and RT-11N Districts Schedule**

After the public hearing on July 9, 2013, Council resolved to make a housekeeping amendment to the RT-11 and RT-11N Districts Schedule. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2013

Zoning & Development By-law
Amendments regarding
the RT-11 and RT-11N Districts Schedule



BY-LAW NO. _____

A.By-law to amend Zoning and Development By-law No. 3575
regarding the RT-11 and RT-11N Districts Schedule

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 RT-11 and RT-11N Districts Schedule to the Zoning and Development By-law.
2. In the RT-11 and RT-11N Districts, in section 4.5.2, before “side yard”, Council adds “minimum”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of the By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law 7201
Re: 800 Griffiths Way**

After the public hearing on July 9, 2013, Council resolved to amend CD-1 By-law 7201 regarding 800 Griffiths Way. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2013

800 Griffiths Way



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 7201

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

1. This By-law amends the indicated provisions of By-law No. 7201.
2. Council strikes out section 5.4.
3. In section 6.5, Council:
 - (a) in subsection (e)(ii), strikes out "1%" and substitutes "4%";
 - (b) at the end of subsection (f), strikes out "and";
 - (c) at the end of subsection (g), strikes out "." and substitutes "; and"; and
 - (d) after subsection (g) adds:
 - "(h) floors or portions of floors used for heating or mechanical equipment."
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law 10688
Re: 982 Howe Street**

After the public hearing on July 9, 2013, Council resolved to amend CD-1 By-law 10688 regarding 982 Howe Street. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2013

982 Howe Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 10688

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

1. This By-law amends the indicated provisions of By-law No. 10688.
2. Council strikes out section 3.4 and substitutes:

“3.4 Computation of floor space ratio must exclude:

 - (a) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls; and
 - (b) 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 exclusion for a parking space must not exceed 7.3 m in length.

3.5 Computation of floor area may exclude amenity areas, at the discretion of the Director of Planning or the Development Permit Board, except that the total exclusion must not exceed the lesser of 20% of the excluded floor area or 929 m².

3.6 The use of any floor area excluded under sections 3.4 or 3.5 must not include any purpose other than that which justified the exclusion.”
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION

**A By-law to amend CD-1 By-law 7208
Re: 1650 West 1st Avenue**

After the public hearing on July 9, 2013, Council resolved to amend CD-1 By-law 7208 regarding 1650 West 1st Avenue. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2013

1650 West 1st Avenue



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 7208

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

1. This by-law amends the indicated provisions of By-law No. 7208.
2. In section 3, Council:
 - (a) strikes out the title and substitutes **“Floor Area and Density”**;
 - (b) re-numbers sections 3.2 and 3.3 as 3.3 and 3.4 respectively;
 - (c) strikes out section 3.1 and substitutes:
 - “3.1 For the purpose of computing floor space ratio, the site is deemed to be 1 096.2 m², being the site size at the time of the rezoning application, prior to any dedications.
 - 3.2 Floor space ratio must not exceed 2.46, except that:
 - (a) the floor space ratio for office, retail and service uses, combined, must not exceed 1.51;
 - (b) the floor space ratio for dwelling uses must not exceed 0.95;
 - (c) the floor space ratio for manufacturing uses must not exceed 0.46; and
 - (d) the maximum permitted floor area for retail uses is 1 000 m².”;
 - and
 - (d) in re-numbered sections 3.3 and 3.4, strikes out “floor space ratio” and substitutes “floor area”.
3. Council strikes out section 6 and re-numbers sections 7 and 8 as sections 6 and 7 respectively.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

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

ENACTED by Council this day of , 2013

Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law 10433
Re: 777 Richards Street**

After the public hearing on July 9, 2013, Council resolved to amend CD-1 By-law 10433 regarding 777 Richards Street. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2013

777 Richards Street and
520 West Georgia Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 10433

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

1. This By-law amends the indicated provisions of By-law No. 10433.
2. Council strikes out section 6.1 and substitutes:

“6.1 The maximum floor area in sub-areas A, B, and C, must not exceed the floor area indicated in the following table:

Sub-area	Maximum floor area
A	43 237 m ² of which a minimum of 6 341 m ² must be commercial use
B	38 872 m ²
C	47 023 m ²

”

3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION

Heritage Designation By-law Re: 3182 West 3rd Avenue

At a public hearing on July 9, 2013, Council approved a recommendation to designate the structure and exterior envelope of the improvements and exterior building materials of a building at 3182 West 3rd Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 23, 2013

3182 West 3rd Avenue
Birnie House



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:

Structure and exterior
envelope of the
improvements and
exterior building
materials of the heritage
building

3182 West 3rd Avenue
Vancouver, B.C.

PID: 015-417-174
The East ½ of Lot 1
Block 26
District Lot 540
Plan 229

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 _____, 2013

Mayor

City Clerk

EXPLANATION**Heritage Designation By-law
Re: 1119 Hornby Street**

At a public hearing on July 9, 2013, Council approved a recommendation to designate the structure and exterior envelope of the improvements and exterior building materials of a building at 1119 Hornby Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 23, 2013

1119 Hornby Street
The Murray Hotel

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:

Structure and exterior
envelope of the
improvements and
exterior building
materials of the
heritage building

1119 Hornby Street
Vancouver, B.C.

PID: 029-078-555
LOT 1
BLOCK 90
DISTRICT LOT 541
NEW WESTMINSTER DISTRICT
PLAN EPP31030

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 _____, 2013

Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law 4671
Re: 749 West 33rd Avenue**

After the public hearing on April 9, 2013, Council resolved to amend CD-1 By-law 4671 regarding 749 West 33rd Avenue. The Director of Planning has advised that all prior-to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2013

749 West 33rd Avenue
(John Paul II Pastoral Centre)



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 4671

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

1. This by-law amends the indicated provisions of By-law No. 4671.
2. In section 3.2, Council:
 - (a) strikes out subsection (c), and substitutes:

“(c) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this section 3.2 and to Seniors Supportive or Assisted Housing;”;
 - (b) strikes out subsection (d), and substitutes:

“(d) Institutional Uses, limited to Child Day Care Facility, Community Care Facility, Group Residence, Hospital and Social Service Centre;”;

and
 - (c) strikes out subsection (e), and substitutes:

“(e) Office Uses, limited to General Office and Health Care Office;”
3. Council re-numbers sections 4, 5, 6, 7, and 8 as 5, 6, 7, 8, and 9 respectively.
4. After section 3, Council adds:

“Conditions of Use

 - 4.1 General Office use is only permitted in Sub-area C as illustrated in Diagram 1.
 - 4.2 Dwelling uses are only permitted in Sub-area C as illustrated in Diagram 1, except that Seniors Supportive or Assisted Housing is permitted in Sub-Areas A, B, C and D as illustrated in Diagram 1.”

5. In re-numbered section 6.1, Council strikes out "3 019 hectares" and substitutes "30 190 m²".

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

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

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 3456 Commercial Street**

Pursuant to Development Permit Application number DE415548, the City's Director of Planning approved the development of the referenced lands subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to secure 11 residential units, occupying at least 7,314 square feet of the development floor space within this 59 residential unit development, as rental for the life of the building or 60 years, whichever is longer, and to include registrable covenants in respect of such 11 units requiring them to be contained within a separate air space parcel and prohibiting stratification and separate sales.

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

Director of Legal Services
July 23, 2013

3456 Commercial Street
(formerly 3470 and 3520 Commercial Street)

 BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 3456 Commercial Street**

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

1. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands described as:

PID: 029-078-563

LOT 1 BLOCK 3 DISTRICT LOT 752 GROUP 1
NEW WESTMINSTER PLAN EPP30455

in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

STEPHEN F. HAYWARD
Solicitor
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Tel: 604-873-7714

Y	M	D
13	07	

CITY OF VANCOUVER
by its authorized signatory:

Frances J. Connell/Yvonne Liljefors

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2

Housing Agreement and Building Use Covenant
3470 Commercial Street

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference May 1, 2013, shall be read as follows:

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

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

C. The Owner made an application to develop the Lands with a four-storey mixed use building with retail and residential on the first floor and residential on levels two to four, totalling 59 Residential Units, over one level of underground parking, pursuant to development permit application No. DE415548 and the City has conditionally approved the said redevelopment;

D. Among the City's conditions precedent to Development Permit issuance is a requirement that the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to air-space parcel that portion of the development containing 11 Residential Units on the first floor in this development occupying at least 7,314 square feet of the development floor space for 60 years or for the life of the building, whichever is greater, subject to a no-separate-sales covenant and a non-stratification covenant, pursuant to a housing agreement to be entered into pursuant to section 565.2 of the *Vancouver Charter* (the "Rental Housing Condition"); and

E. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing Condition.

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

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on

the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

- (c) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (d) "Development" has the meaning ascribed to that term in Recital C;
- (e) "Development Permit" means any development permit issued by the City in response to development permit application DE415548, as the same may be amended from time to time;
- (f) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (g) "Director of Planning" means the chief administrator from time to time of the Planning and Development Services Department of the City and her/his successors in function and their respective nominees;
- (h) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (i) "Lands" means the parcel described in Item 2 in the Form C attached hereto;
- (j) "Losses" means all damages, losses, costs, expenses, actions, causes of action, claims, demands, builders liens, liabilities, expenses and indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (k) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (l) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (m) "Owner" means Cressey Commercial Street Holdings Ltd., and includes any and all of its assigns and successors as registered owner of the Lands or any part thereof;
- (n) "Rental Housing" means a dwelling unit which shall not be occupied by the Owner of the same, or by a family member or affiliate of the Owner, but which is made available by such Owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (o) "Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (p) "Residential Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (q) "Secured Rental Units" means 11 new Residential Units to be contained within the Building upon its completion, as part of the Development, and "Secured Rental Unit" means any one of them;
- (r) "Secured Rental Unit Parcel" has the meaning ascribed to that term in Section 4(a);
- (s) "Term" means the term of this Agreement being the life of the Building or 60 years, whichever is longer; and
- (t) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

2. Interpretation.

- (a) Headings. The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.
- (b) Number. Words 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.
- (c) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- (d) Reference to Statute. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is executed by the City and to subsequent amendments to or replacements of the statute or regulations.

3. Restrictions on Use and Subdivision. The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and each Building on the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, and throughout the Term will maintain, the Secured Rental Units in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;

- (c) throughout the Term, all Secured Rental Units will only be used for the purpose of providing Rental Housing;
 - (d) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* (British Columbia) applies, it will not suffer, cause or permit, beneficial or registered title to any Secured Rental Unit to be sold or otherwise transferred unless title to every Secured Rental Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
 - (e) throughout the Term, subject to Section 4, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold;
 - (f) throughout the Term, it will not suffer, cause or permit the Secured Rental Unit Parcel to be subdivided by strata plan without the prior written consent of the City, which consent the City may arbitrarily withhold; and
 - (g) throughout the Term, any sale or other form of transfer of title of a Secured Rental Unit in contravention of the covenant in Section 3(d), and any subdivision of the Building or any part thereof, in contravention of the covenant in Section 3(e) or Section 3(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense.
4. Subdivision of the Building. Despite Subsection 3(e), subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and elected Council and their respective designees and representatives, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to:
- (a) a subdivision of the Lands and Building, by the deposit of an air space subdivision plan; provided, that all of the Secured Rental Units and any related common or amenity areas, are contained within a single air space parcel (in this Section, the "Secured Rental Unit Parcel") and access to parking dedicated for the use of the Secured Rental Unit Parcel is secured by an acceptable easement agreement; or
 - (b) a subdivision of any part of the remainder of the Lands and the Building other than the Secured Rental Unit Parcel, by the deposit of a strata plan.

Following such a subdivision, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or parcels other than the Secured Rental Unit Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of all parcels other than the Secured Rental Unit Parcel; provided, that:

- (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Secured Rental Units pursuant to this Agreement;
- (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
- (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
- (iv) the preparation and registration of any such discharge will be without cost to the City.

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

Prior to the issuance of an Occupancy Permit for the Secured Rental Unit Parcel or any part thereof, the Owner shall provide the City with such proof of the insurance required to be taken out pursuant to this Section 6, in form and substance satisfactory to the City. Thereafter and throughout the Term, forthwith upon request by the City, the Owner shall provide the City with similar proof of insurance.

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

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

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

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

- (a) If to the City:
City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Attention: Managing Director, Social Development Department

- (b) If to the Owner:
Cressey Commercial Street Holdings Ltd.
800-925 West Georgia Street
Vancouver, BC V6C 3L2
Attention: President

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

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

- (b) if personally delivered, on the date when delivered,

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

10. Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to Sections 3(d), 3(e), 3(f) and 4.

11. Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.

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

13. Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.

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

15. Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

16. Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

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

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

18. Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of

British Columbia respecting the Lands;

- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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

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


END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 2001 West 10th Avenue**

After the public hearing on December 11 and 13, 2012, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 2001 West 10th 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
July 23, 2013

2001 West 10th 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-651 (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 (552).

2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (552) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Unit in conjunction with any of the uses listed in this By-law;
- (b) Institutional Uses, limited to Child Day Care Facility; and
- (c) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Floor area and density

3.1 Computation of floor space ratio must assume that the site consists of 4 354 m², being the site size at the time of the application for the rezoning evidenced by this By-law.

3.2 Floor space ratio for all uses must not exceed 2.50.

3.3 Computation of floor area must include:

- (a) all floors, including earthen floor, 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, to be measured by their gross cross-sectional

areas, and included in the measurements for each floor at which they are located.

3.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area excluded does not exceed 8% of permitted floor area;
- (b) patios and roof gardens, provided that 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 of floors 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) amenity areas including recreation facilities and meeting rooms, provided that the total area excluded does not exceed 10% of permitted floor area;
- (e) areas of undeveloped floors which are located:
 - (i) above the highest storey or half-storey, and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (f) floors located at or below finished grade with a ceiling height of less than 1.2 m; and
- (g) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion of any residential storage space for that dwelling unit.

3.5 Computation of floor area may exclude, at the discretion of the Director of Planning:

- (a) floor area used for a Child Day Care facility;
- (b) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines approved by Council, and approves the design of balcony enclosures, except that:
 - (i) the total floor area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the total residential floor area, and
 - (ii) no more than 50% of excluded balcony floor area may be enclosed.

3.6 The use of floor area excluded under sections 3.4 and 3.5 must not include any purpose other than that which justified the exclusion.

Height

4. The building height, measured above base surface, must not exceed 22.7 m.

Horizontal Angle of Daylight

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

5.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

5.3 Measurement of the plane or planes referred to in section 5.2 must be horizontally from the centre of the bottom of each window.

5.4 If:

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

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

5.5 An obstruction referred to in section 5.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (552).

5.6 A habitable room referred to in section 5.1 does not include:

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

Acoustics

6. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this

section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

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

Severability

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

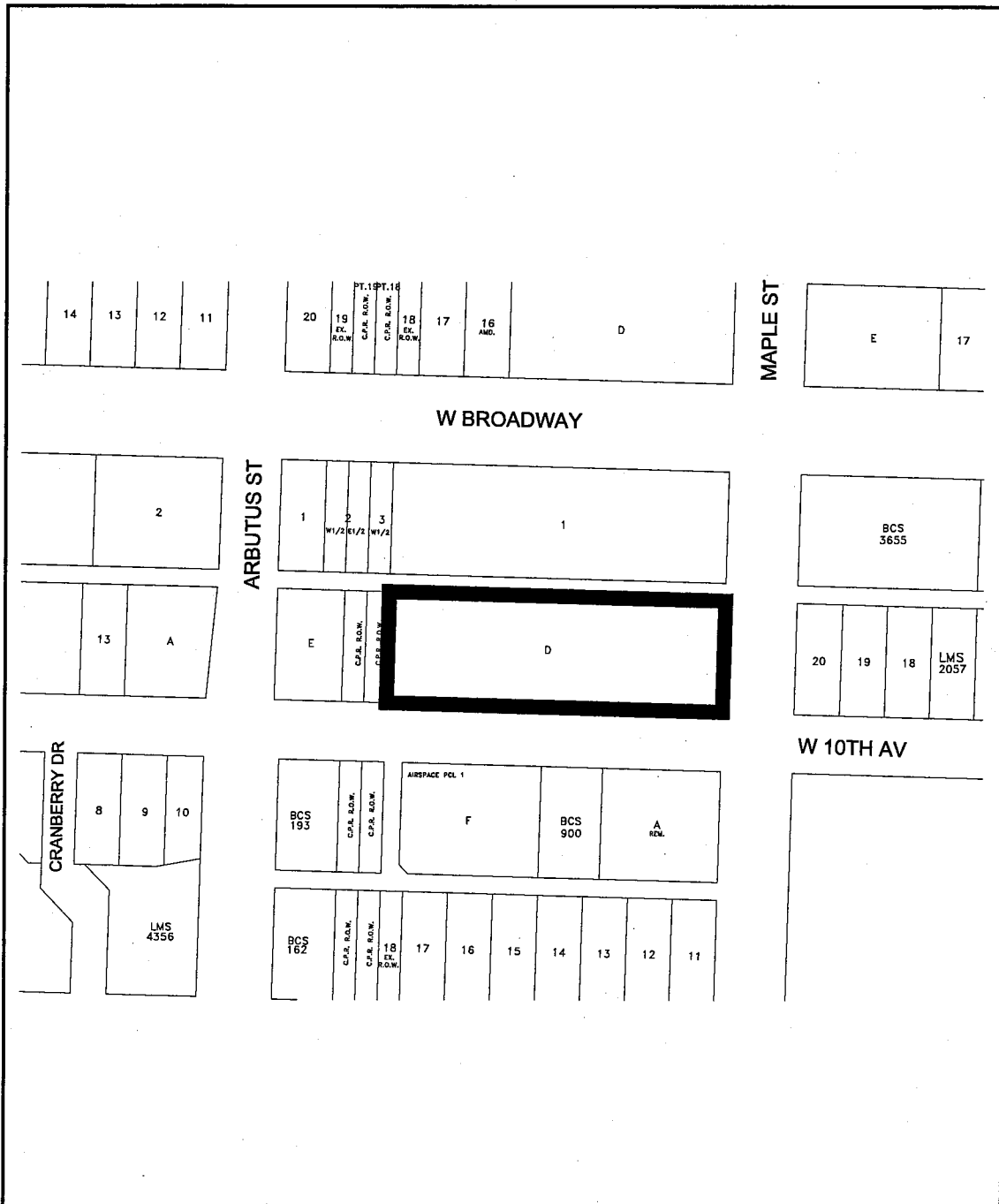
Force and effect

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

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk



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

Z-651 (a)

RZ - 2001 West 10th Avenue (2555 Maple Street)

map: 1 of 1

scale: NTS



City of Vancouver

date: 2012-11-14