

EXPLANATION

**Noise Control By-law amending By-law
Re: 1300-1320 Richards Street**

This amendment, approved by Council on May 15, 2013 adds 1300-1320 Richards Street to the Noise Control By-law.

Director of Legal Services
July 22, 2014

1300-1320 Richards Street



BY-LAW NO. _____

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

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

1. To Schedule A (Activity Zone) of By-law No. 6555, at the end, Council adds:
"CD-1 (571) By-law No. 10995 1300-1320 Richards Street"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
Re: 1300-1320 Richards Street**

After the public hearing on May 15, 2013, Council resolved to add 1300-1320 Richards Street to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 22, 2014

EXPLANATION**A By-law to amend the Sign By-law
Re: 1300-1320 Richards Street**

After the public hearing on May 15, 2013, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that all prior-to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 22, 2014

1300-1320 Richards Street



BY-LAW NO. _____

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

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

1. To Schedule E of the Sign By-law, Council adds:

“1300-1320 Richards Street CD-1 (571) By-law No. 10995 B (DD)”

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

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION**Noise Control By-law amending By-law
Re: 1107 Seymour Street**

This amendment, approved by Council on May 15, 2013 adds 1107 Seymour Street to the Noise Control By-law.

Director of Legal Services
July 22, 2014

1107 Seymour Street



BY-LAW NO. _____

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

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

1. To Schedule A (Activity Zone) of By-law No. 6555, at the end, Council adds:
"CD-1 (570) By-law No. 10996 1107 Seymour Street"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
Re: 1107 Seymour Street**

After the public hearing on May 15, 2013, Council resolved to add 1107 Seymour Street to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 22, 2014

EXPLANATION**A By-law to amend the Sign By-law
Re: 1107 Seymour Street**

After the public hearing on May 15, 2013, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that all prior-to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 22, 2014

1107 Seymour Street



BY-LAW NO. _____

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

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

1. To Schedule E of the Sign By-law, Council adds:

“1107 Seymour Street CD-1 (570) By-law No.10996 B (DD)”

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

ENACTED by Council this day of , 2014

Mayor

City Clerk

EXPLANATION**Noise Control By-law amending By-law
Re: 1568 East King Edward Avenue
(formerly 1526-1560 Kingsway)**

This amendment, approved by Council on October 22, 2013 adds 1568 East King Edward Avenue to the Noise Control By-law.

Director of Legal Services
July 22, 2014

1568 East King Edward Avenue
(formerly 1526-1560 Kingsway)



BY-LAW NO. _____

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

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:

“CD-1 (572)	By-law No. 10998	1568 East King Edward Avenue (formerly 1526-1560 Kingsway)”
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2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 1568 East King Edward Avenue
(formerly 1526-1560 Kingsway)**

After the public hearing on October 22, 2013, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that all prior-to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 22, 2014

1568 East King Edward Avenue
(formerly 1526-1560 Kingsway)



BY-LAW NO. _____

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

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

1. To amend Schedule E (Comprehensive Development Areas) by adding the following:
"1526-1560 Kingsway CD-1 (572) By-law No. 10998 B (C-2)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1600 Beach Avenue**

After the public hearing on February 5, 19 and 20, 2013, Council resolved on February 26, 2013, to amend the Zoning and Development By-law to create a CD-1 By-law for 1600 Beach 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 22, 2014

1600 Beach 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-653 (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 (573).

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

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

Floor Area and Density

3.1 The maximum floor area allowed in CD-1 (573) shall be as indicated in the following Table 1:

Table 1

Floor Area existing prior to July 22, 2014	Floor Area added as of July 22, 2014	Total Permitted Floor Area
27 773.3 m ²	8 276.9 m ²	36 050.2 m ²

3.2 Computation of floor area added as of July 22, 2014 must include:

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

3.3 Computation of floor area added as of July 22, 2014 must exclude:

- (a) open residential balconies or sun decks, and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed 8% of the residential floor area being provided;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) where floors are used for 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;
- (e) amenity areas accessory to a dwelling use, including recreation facilities and meeting rooms, except that the total excluded area must not exceed the lesser of 10% of the permitted floor area or 1 394 m²;
- (f) areas of undeveloped floors located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (g) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (h) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit; and
- (i) bicycle storage at or below base surface, except there must be a secured and separate bicycle room equipped with bicycle racks capable of storing at least one bicycle for every four dwelling units.

3.4 The Director of Planning may permit the following to be excluded from computation of floor area:

- (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, subject to the following:
- (i) the total area of all open and enclosed balcony or sundeck exclusions does 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.

3.5 The use of floor area excluded under sections 3.3 and 3.4 must not include any purpose other than that which justified the exclusion.

Building Height

4. Each of the buildings shown in Diagram 1, measured above base surface, must not exceed the corresponding height shown in Table 2:

Diagram 1: Building Height

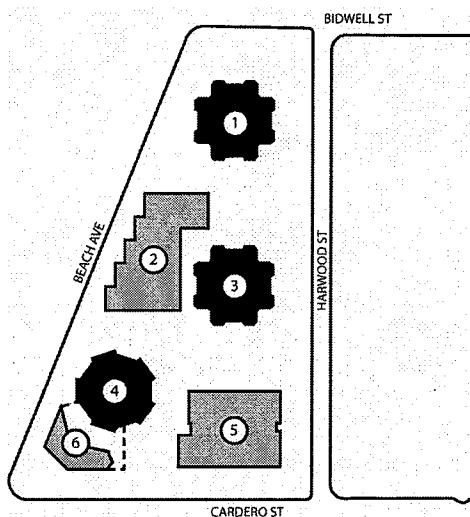


Table 2: Building Height

Building	Maximum Permitted Height
1	59.40 m
2	11.85 m
3	54.90 m
4	53.60 m
5	28.40 m
6	4.05 m

LEGEND

- Building approved prior to July 22, 2014
- Building approved as of July 22, 2014

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 (573).

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 _____, 2014

Mayor

City Clerk



The property outlined in black () is rezoned:
 From **RM-5A** to **CD-1**

Z-653 (a)

RZ - 1600 Beach Avenue	map: 1 of 1	
City of Vancouver	scale: NTS	
City of Vancouver		date: 2013-01-22

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1651 Harwood Street**

After the public hearing on February 5, 19 and 20, 2013, Council resolved on February 26, 2013, to amend the Zoning and Development By-law to create a CD-1 By-law for 1651 Harwood 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 22, 2014

1651 Harwood 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-653 (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 (574).

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

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

Floor Area and Density

3.1 The maximum floor area allowed in CD-1 (574) shall be as indicated in the following Table 1:

Table 1

Floor Area existing prior to July 22, 2014	Floor Area added as of July 22, 2014	Total Permitted Floor Area
7 933.5 m ²	1 013.1 m ²	8 946.6 m ²

3.2 Computation of floor area added as of July 22, 2014 must include:

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

3.3 Computation of floor area added as of July 22, 2014 must exclude:

- (a) open residential balconies or sun decks, and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed 8% of the residential floor area being provided;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas accessory to a dwelling use, including recreation facilities and meeting rooms, except that the total excluded area must not exceed the lesser of 10% of the permitted floor area or 1 000 m²;
- (e) areas of undeveloped floors located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (f) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (g) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit; and
- (h) bicycle storage at or below base surface, except there must be a secured and separate bicycle room equipped with bicycle racks capable of storing at least one bicycle for every four dwelling units.

3.4 The Director of Planning may permit the following to be excluded from computation of floor area:

- (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, subject to the following:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions does 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.

3.5 The use of floor area excluded under sections 3.3 and 3.4 must not include any purpose other than that which justified the exclusion.

Building Height

4. Each of the buildings shown in Diagram 1, measured above base surface, must not exceed the corresponding height shown in Table 2:

Diagram 1: Building Height

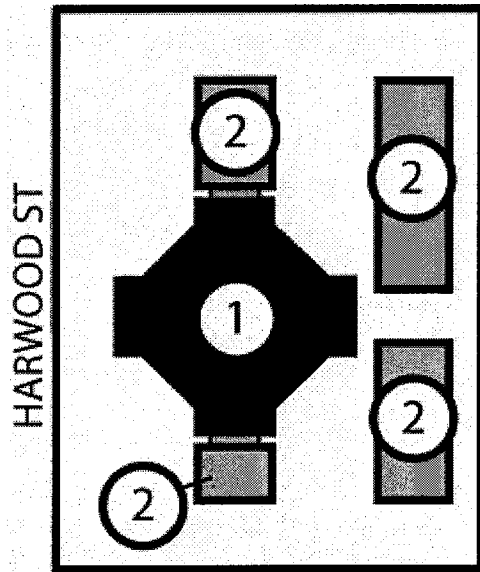


Table 2: Building Height

Building	Maximum Permitted Height
1	59.40 m
2	10.30 m

LEGEND

- Building approved prior to July 22, 2014
- Building approved as of July 22, 2014

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 (574).

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

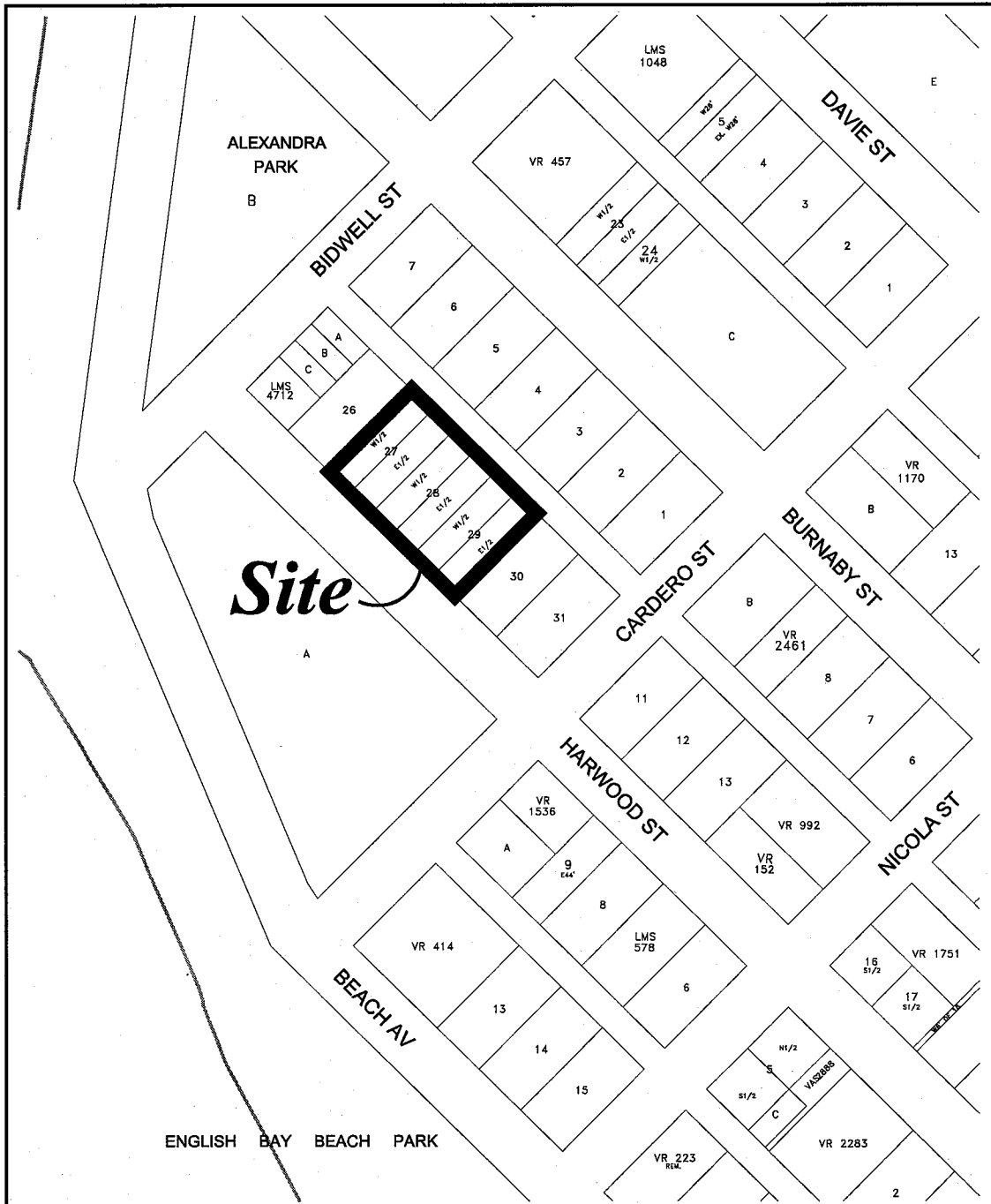
8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

Schedule A



The properties outlined in black (**█**) are rezoned:
 From **RM-5A** to **CD-1**

Z-653 (b)

RZ - 1651 Harwood Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2013-01-22

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1412-1480 Howe Street, 1429 Granville Street
and 710 Pacific Street**

After the public hearing on October 24th and October 29th, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 1412-1480 Howe Street, 1429 Granville Street and 710 Pacific 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 22, 2014

1412-1480 Howe Street,
1429 Granville Street
and 710 Pacific 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:

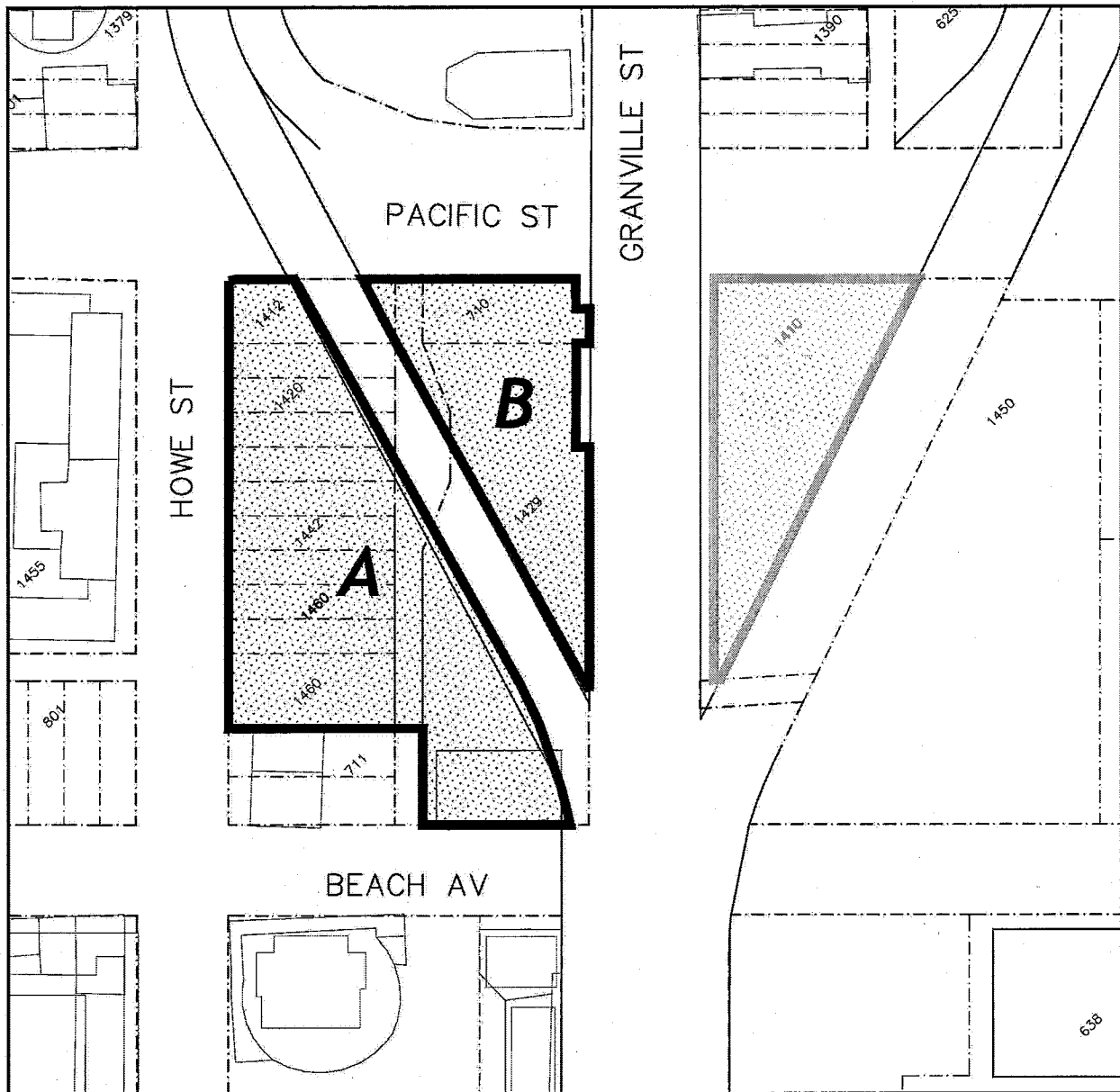
Zoning District Plan Amendment

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-666 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Sub-areas

2. The site is to consist of two sub-areas approximately as illustrated in Figure 1, solely for the purpose of allocating use, height and density.

Figure 1



Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (580).

3.2 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;
- (b) Dwelling Uses;
- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses; and
- (g) Accessory Use customarily ancillary to any use permitted by this section.

Conditions of use

4.1 Dwelling Uses are only permitted in sub-area A.

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

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

4.3 Only retail and service uses are permitted on floors located at street level fronting on the diagonal street to the east of the site and on Granville Street, except for entrances to other uses.

Floor area and density

5.1 The floor area for all uses must not exceed the maximum floor area set out in the table below.

Sub-Area	Maximum Floor Area
A	55,865.2 m ²
B	4,780.5 m ²
Total	60,645.7 m ²

5.2 In sub-area A:

- (a) a maximum of 49,587 m² of residential use must be provided; and
- (b) a minimum of 700 m² of retail use must be grocery or drug store.

5.3 Computation of floor area 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.

5.4 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 the residential floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (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; 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 for a dwelling unit there will be no exclusion for any of the residential storage space above base surface for that unit.

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

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

Building height

6.1 The building height, measured above base surface to the top of the roof, must not exceed the maximum heights set out on the table below.

Sub-Area	Maximum Building Heights
A	151.5 m
B	29.9 m

6.2 Section 10.11 shall apply except that in sub-area A, architectural appurtenances screening the mechanical room and the elevator over-run, and to accommodate passive solar design elements (e.g. solar panels), may extend to 5.0 m above the height limitation.

Horizontal angle of daylight

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

7.2 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.

7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.

7.4 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.

7.5 An obstruction referred to in section 7.2 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 (580).

7.6 A habitable room referred to in section 7.1 does not include:

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

Acoustics

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

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

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

Severability

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

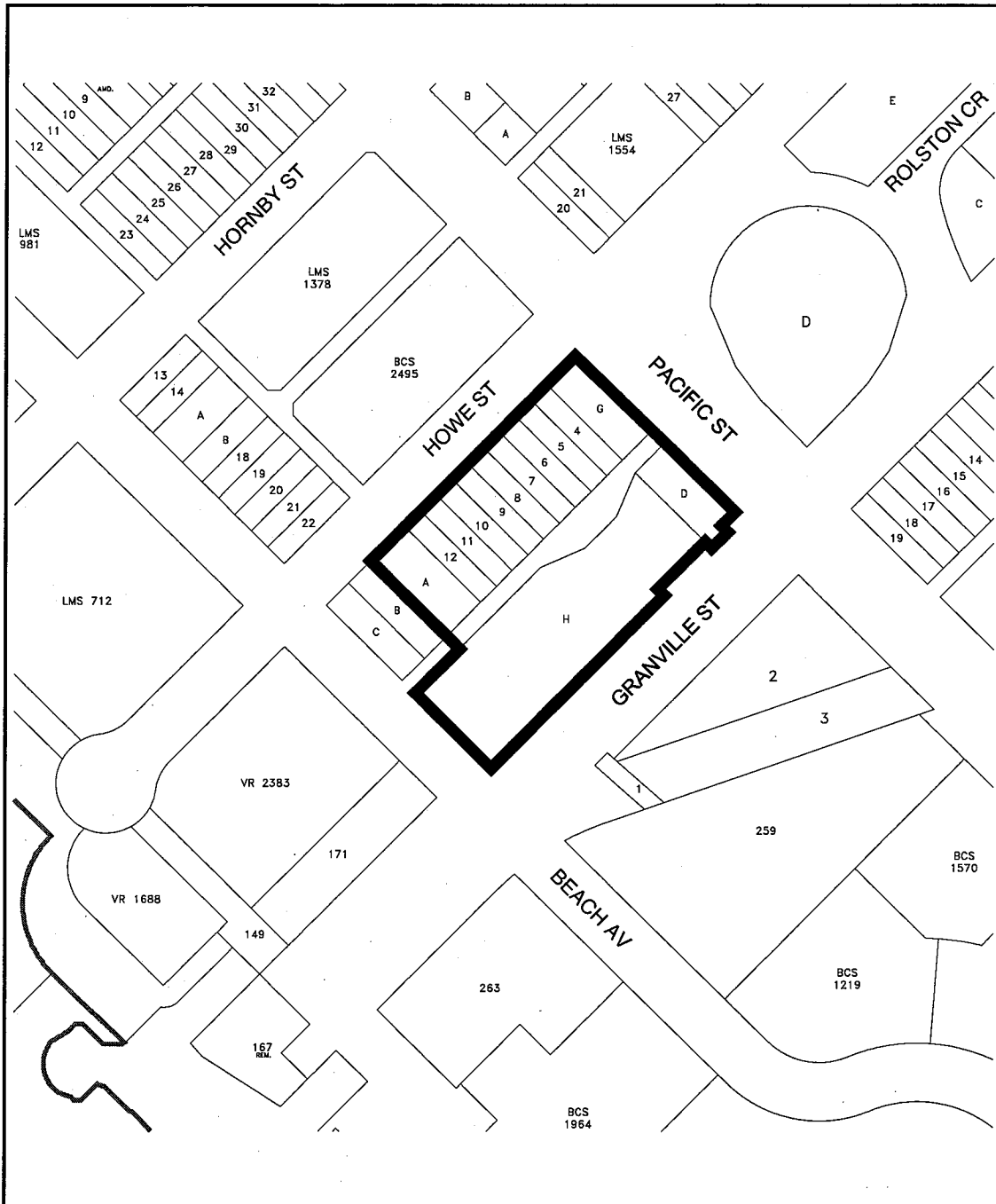
Force and effect

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

ENACTED by Council this day of , 2014

Mayor

City Clerk



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

Z-666 (a)

**RZ - 1412-1460 Howe St., 1429 Granville St.
 & 710 Pacific St.**

map: 1 of 1

scale: NTS



City of Vancouver

date: 2013-10-03

EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 1410 Granville Street**

After the public hearing on October 24th and October 29th, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 1410 Granville Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 22, 2014

1410 Granville Street



BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-666 (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 (579).

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;
- (b) Institutional Uses;
- (c) Office Uses;
- (d) Retail Uses;
- (e) Service Uses; and
- (f) Accessory Use customarily ancillary to any use permitted by this section.

Conditions of use

3. Only retail and service uses are permitted on floors located at street level, except for entrances to other uses.

Floor area and density

- 4.1 The floor area for all uses must not exceed 5,264.7 m².
- 4.2 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground level, measured to the extreme outer limits of the building.
- 4.3 Computation of floor area 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 the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length.
- 4.4 Computation of floor area may exclude amenity areas, at the discretion of the Director of Planning or Development Permit Board, except that the exclusion must not exceed the lesser of 20% of the permitted floor area or 929 m².
- 4.5 The use of floor area excluded under section 4.3 or 4.4 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 26.2 m.

Severability

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

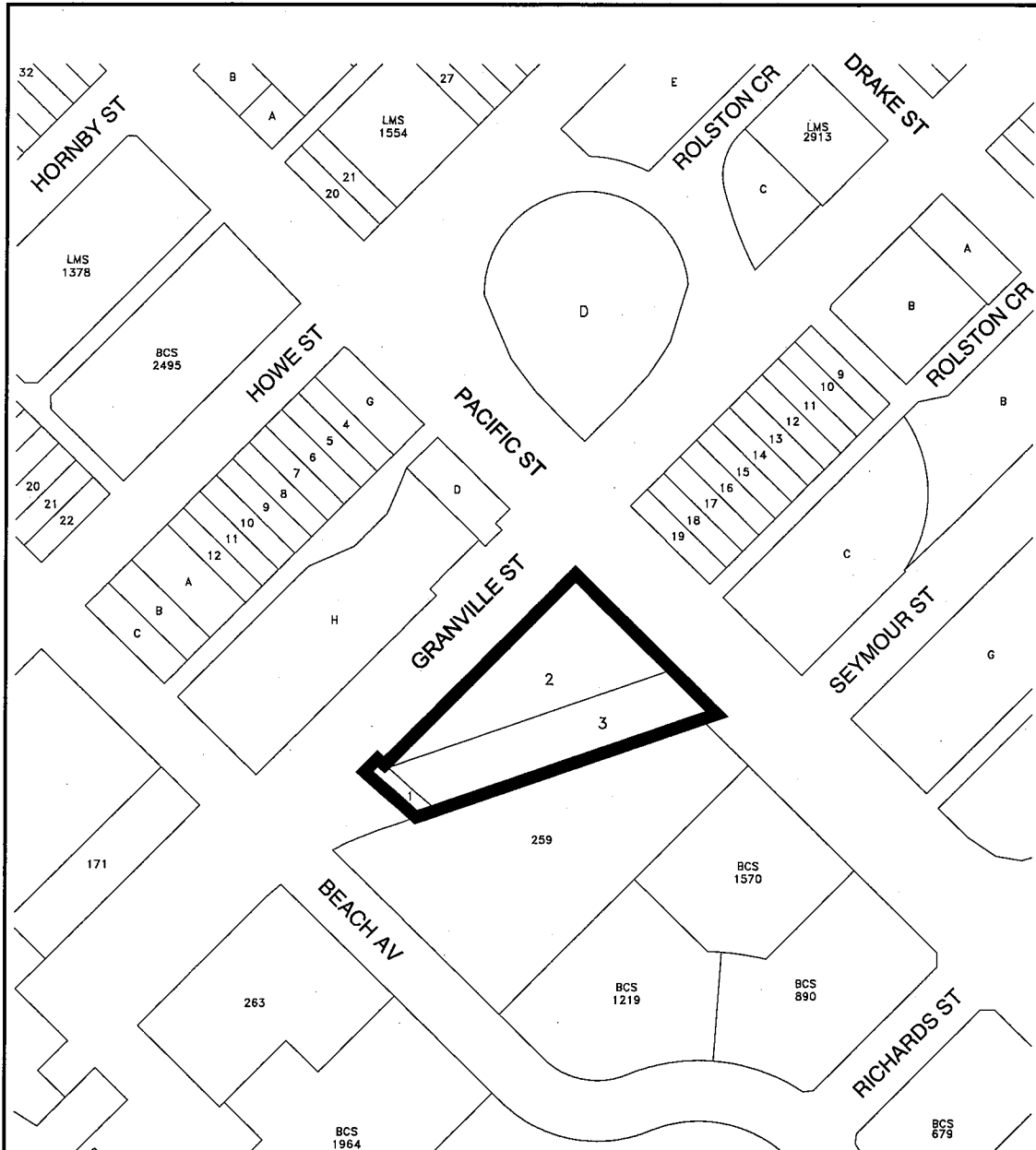
Force and effect

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

ENACTED by Council this day of , 2014

Mayor

City Clerk



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

Z-666 (b)

RZ - 1410 Granville Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2013-10-03

EXPLANATION

A By-law to amend Election By-law No. 9070

On July 22, 2014, Council resolved to amend the Election By-law to allow for miscellaneous amendments to the Election By-law resulting from the Local Elections Campaign Financing Act. Enactment of this By-law will comply with that resolution.

Director of Legal Services,
July 22, 2014



BY-LAW NO. _____

A By-law to amend Election By-law No. 9070

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

1. This By-law amends the indicated provisions of or adds provisions to the Election By-law.

2. Council strikes from section 1.2 the following definition:

“ “campaign financial disclosure statements” mean the disclosure statements, supplementary reports, and signed declarations required under sections 62 and 62.1 of the Vancouver Charter;” and”.

3. Council inserts in section 1.2 the following definition in the correct alphabetical order:

“ “disclosure statement” means a disclosure statement required under section 46 of the Local Elections Campaign Financing Act;”

4. Council strikes section 7.2, including the heading, and replaces it with:

“Availability of disclosure statements

7.2 From the time any information in a disclosure statement related to the City of Vancouver is made available on the Elections BC authorized internet site pursuant to section 58 (1) (a) of the *Local Elections Campaign Financing Act*, the City Clerk shall:

- (a) make that information available for public inspection at City Hall during regular office hours on request; and
- (b) ensure a link is created on the City of Vancouver website to connect to the information related to the City of Vancouver provided on the Elections BC authorized internet site.”

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

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

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION**Fire By-law amending By-law
Re: Fireworks retail sales locations**

The attached By-law will implement Council's resolution of July 8, 2014, to amend the Fire By-law regarding fireworks retail sales locations.

Director of Legal Services
July 22, 2014

BY-LAW NO. _____



**A By-law to amend Fire By-law No. 8191
regarding fireworks retail sales locations**

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

1. This By-law amends the indicated provisions and schedules of the Fire By-law.
2. In Article 5.8.2.2, after Sentence (6), Council adds:

“7) A person who sells or disposes of *family fireworks* to the public shall not store, display or sell *family fireworks* in a *building* containing a *care or detention occupancy*, or a *residential occupancy*, except in a fully *sprinklered building* in a *suite* which is separated from the remainder of the *building* by a 2 h *fire separation* of concrete or masonry.

8) A person who sells or disposes of *family fireworks* to the public in a *suite* in accordance with Sentence (7) shall not:

- a) display more than 25 kg (55 lbs) of *family fireworks* on the premises,
- b) store more than 100 kg (220 lbs) of *family fireworks* on the premises, or
- c) smoke, or suffer, permit or allow any person to smoke, in any room where *family fireworks* are stored, displayed or sold.

9) A person who sells or disposes of *family fireworks* to the public in a *suite* in accordance with Sentence (7) shall:

- a) provide at least one portable fire extinguisher with a rating of not less than 4A:80B:C, in good working order, in every room where *family fireworks* are stored, displayed or sold, and
- b) post a “No Smoking” sign in a visible location in every room where *family fireworks* are stored, displayed or sold.”

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

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION

**Ticket Offences By-law amending By-law No. 9360
Re: Fire By-law offences**

On July 8, 2014, Council approved the addition of a number of Fire By-law offences to the Ticket Offences By-law. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
July 22, 2014



BY-LAW NO. _____

A By-law to amend Ticket Offences By-law No. 9360 regarding certain offences pursuant to the Fire By-law

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

1. This By-law amends the indicated provisions and schedules of By-law No. 9360.
2. In Section 1.2, Council :
 - (a) adds, in the appropriate alphabetical order:

“ “Fire Chief” means the person appointed by Council from time to time as Fire Chief for the city, and includes any person appointed as a local assistant within the meaning of section 6 of the Fire Services Act”;

and
 - (b) repeals the definition for “tables”, and adds:

“ “tables” means every table set out in this By-law following section 2.6;”
3. In Section 2.6, Council strikes out “or Water Works By-law” and replaces it with the phrase “Water Works By-law, or Fire By-law”.
4. After Table 7, Council adds:

**“Table 8.1
Fire By-Law**

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Fire Chief	Activity creating life safety concerns	2.1.2.2.(1)a)	\$500.00
	Fire doors held open	2.2.2.4.4)	\$500.00
	Accumulate combustible materials	2.4.1.1.1)	\$500.00
	Accumulate combustible materials in service area	2.4.1.1.(2)a)	\$500.00
	Accumulate combustible materials in means of egress	2.4.1.1.(2)b)	\$500.00
	Light or maintain outdoor fire without permit	2.4.5.1.1)	\$500.00
	Fail to use/inspect/maintain approved Commercial Cooking Equipment and exhaust	2.6.1.9.2)	\$500.00

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
	Exceed Occupant Load	2.7.1.3.4)	\$500.00
	Fail to maintain egress	2.7.1.6.1)	\$500.00
	Exit doors not readily openable without the use of keys or similar devices	2.7.2.1.5)	\$500.00
	Fail to illuminate exit lighting/signs	2.7.3.1.2)	\$500.00
	Smoking or open flame in tent/air-supported structure	2.9.3.3.1)	\$500.00
	Fail to provide portable fire extinguisher	6.2.1.1.1)	\$500.00
	Fail to inspect/test/maintain/recharge portable fire extinguisher	6.2.4.1.1)	\$500.00
	Fail to maintain fire alarm/voice communication system	6.3.1.1.1)	\$500.00
	Fail to inspect/test/maintain automatic sprinkler system	6.5.1.1.1)	\$500.00
	No smoke alarm in public building	2.1.3.3.1)	\$500.00
	Fail to install/inspect/test/maintain a smoke alarm	2.1.3.3.2)	\$500.00

**Table 8.2
Fire By-Law**

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Fire Chief	Sell fireworks without a permit	5.8.2.2.1)	\$500.00
Police Officer	Sell fireworks to a person under 19 years of age	5.8.2.2.2)	\$500.00
	Point fireworks at any person/animal/building/motor vehicle	5.8.2.2.3)	\$500.00
	Possess or discharge fireworks by a person under 19 years of age	5.8.2.2.(4)	\$500.00
	Sell firecrackers, bottle rockets or roman candles	5.8.2.3.1)a)	\$500.00
	Sell fireworks to any person not holding a valid family fireworks permit	5.8.2.3.1)b)	\$500.00

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
	Possess fireworks without a family fireworks permit or fail to comply with all conditions on the family fireworks permit	5.8.2.3.3)	\$500.00

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

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION

Area Specific Development Cost Levy By-law Amending By-law Re: Rates

On June 25, 2014, Council resolved to amend the Area Specific Development Cost Levy By-law, regarding DCL rates effective September 30, 2014. This By-law implements that resolution.

Director of Legal Services
July 22, 2014



BY-LAW NO. _____

**A By-law to amend
Area Specific Development Cost Levy By-law No. 9418
regarding 2014 rate adjustments**

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

1. In section 3.2 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$91.71", and substitutes "\$93.25"; and
 - b) from subsection (a), strikes out "\$36.68", and substitutes "\$37.30".
2. In section 3.3 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$124.71", and substitutes "\$126.53"; and
 - b) from subsection (a), strikes out "\$49.88", and substitutes "\$50.61".
3. In section 3.4 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$70.72", and substitutes "\$71.98";
 - b) from subsections (a) and (b), strikes out "\$29.27", and substitutes "\$29.80"; and
 - c) from subsection (c), strikes out "\$43.52", and substitutes "\$44.30".
4. In section 3.5 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$186.61", and substitutes "\$189.95".
5. In section 3.6 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$35.93", and substitutes "\$36.85".
6. In section 3.7 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$57.27", and substitutes "\$58.61".
7. In section 3.8 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$8.82", and substitutes "\$9.05"; and
 - b) from subsection (a), strikes out "\$35.28", and substitutes "\$36.18".

8. In section 3.10 of the Area Specific Development Cost Levy By-law, Council from:

a) the first line, strikes out "\$185.10", and substitutes "\$190.66"; and

b) from subsection (a), strikes out "\$28.08", and substitutes "\$28.93".

9. In section 3.11 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$136.38", and substitutes "\$138.53".

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

11. This By-law is to come into force and take effect on September 30, 2014.

ENACTED by Council this day of , 2014

Mayor

City Clerk

EXPLANATION

Vancouver Development Cost Levy By-law Amending By-law Re: Rates

On June 25, 2014, Council resolved to amend the Vancouver Development Cost Levy By-law, regarding DCL rates, effective September 30, 2014. This By-law implements that resolution.

Director of Legal Services
July 22, 2014



BY-LAW NO. _____

**A By-law to amend
Vancouver Development Cost Levy By-law No. 9755
regarding 2014 rate adjustments**

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

1. From section 3.2 of the Vancouver Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$136.38", and substitutes "\$138.53";
 - b) each of subsections (a) and (b), strikes out "\$31.75", and substitutes "\$32.18";
and
 - c) subsection (c), strikes out "\$54.57", and substitutes "\$55.22".
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on September 30, 2014.

ENACTED by Council this day of , 2014

Mayor

City Clerk

EXPLANATION**Authorization to amend a
Heritage Revitalization Agreement
with the owner of 1196 West 59th Avenue**

After the public hearing on October 18, 2011, Council resolved on October 18, 2011 to enter into a By-law to authorize an agreement with the owner of the property at 1196 West 59th Avenue, pursuant to Section 592 of the Vancouver Charter (the "Heritage Revitalization Agreement"). The Heritage Revitalization Agreement was authorized by Council by By-law No. 10388 on November 1, 2011.

On July 22, 2014, Council resolved to authorize an amendment to the Heritage Revitalization Agreement, pursuant to Section 592 of the Vancouver Charter. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
July 22, 2014

1192 and 1196 West 59th Avenue
The Ramsay Residence



BY-LAW NO. _____

**A By-law to authorize the amendment of a
Heritage Revitalization Agreement
Authorized by By-law No. 10388**

PREAMBLE

WHEREAS

Council has authority under the *Vancouver Charter* to amend an existing Heritage Revitalization Agreement with the consent of the owner of heritage property.

AND WHEREAS

Pursuant to By-law No. 10388 enacted November 1, 2011, the City has entered into a Heritage Revitalization Agreement with the owner of certain properties bearing the civic addresses 1192 and 1196 West 59th Avenue (the "Heritage Revitalization Agreement").

AND WHEREAS

The owner now wishes to amend the Heritage Revitalization Agreement and the owner's proposed amendments are acceptable to the City.

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

1. Council authorizes amendment of the Heritage Revitalization Agreement by amendment agreement in substantially the form and substance of the Heritage Revitalization Amendment Agreement attached to this By-law and 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 _____, 2014

Mayor

City Clerk

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

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

Page 1 of 11 pages

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

[To be put into e-filing format by applicant]

Signature of Solicitor or Agent

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

(PID)	(LEGAL DESCRIPTION)
029-012-830	Lot 1 of Lot 5, Block 1001, District Lot 526, Group 1, New Westminster District, Plan EPP28070
029-012-899	Lot 2 of Lot 5, Block 1001, District Lot 526, Group 1, New Westminster District, Plan EPP28070

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
SEE SCHEDULE		

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

- (a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument

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

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

**JOHN BENEDYKT GAYLIE and GAIL LYNN ARRISON
VANCOUVER CITY SAVINGS CREDIT UNION, as to priority
JETMOV MORTGAGE INVESTMENT CORPORATION (Incorporation No. 448545), as
to priority**

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

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

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

Execution Date

Officer Signature(s)

Party(ies) Signature(s)

Y	M	D
14		
14		

Solicitor/Notary (as to both signatures)

JOHN BENEDYKT GAYLIE

GAIL LYNN ARRISON

VANCOUVER CITY SAVINGS CREDIT UNION, by its authorized signatories:

Signature and Print Name

Solicitor/Notary (as to both signatures)

Signature and Print Name

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

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

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

**LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED**

Execution Date

Officer Signature(s)

Party(ies) Signature(s)

Y	M	D
14		

**JETMOV MORTGAGE
INVESTMENT CORPORATION**
by its authorized signatories:

Solicitor/Notary (as to both signatures)

Signature and Print Name

Signature and Print Name

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED**

Execution Date

Officer Signature(s)

Party(ies) Signature(s)

Y	M	D
14		

CITY OF VANCOUVER
by its authorized signatory:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E
SCHEDULE**

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

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Modification to Section 219 Covenant CA2284982	Page 7	Transferee
Priority Agreement granting the above Modification priority over Mortgage CA2921940	Page 10	Transferee
Priority Agreement granting the above Modification priority over Mortgage CA3652980 and Assignment of Rents CA3652981	Page 11	Transferee
Modification to Statutory Right of Way CA2284988	Page 7	Transferee
Priority Agreement granting the above Modification priority over Mortgage CA2921940	Page 10	Transferee
Priority Agreement granting the above Modification priority over Mortgage CA3652980 and Assignment of Rents CA3652981	Page 11	Transferee
Modification to Equitable Charge CA2284991	Page 7	Transferee
Priority Agreement granting the above Modification priority over Mortgage CA2921940	Page 10	Transferee
Priority Agreement granting the above Modification priority over Mortgage CA3652980 and Assignment of Rents CA3652981	Page 11	Transferee

TERMS OF INSTRUMENT - PART 2
MODIFICATION AGREEMENT
(the “Modification”)

WHEREAS:

- A. The Transferors, John Benedykt Gaylie and Gail Lynn Arrison (together, the “Owner”) own the parcels or tract of land situate, lying and being in the City of Vancouver, Province of British Columbia, more particularly known and described as:

Parcel Identifier: 029-012-830
 Legal Description: Lot 1 of Lot 5, Block 1001, District Lot 526, Group 1,
 New Westminster District, Plan EPP28070

(“Lot 1”)

Parcel Identifier: 029-012-899
 Legal Description: Lot 2 of Lot 5, Block 1001, District Lot 526, Group 1,
 New Westminster District, Plan EPP28070

(“Lot 2”)

(collectively, the “Lands”)

- B. The Owner and the City of Vancouver (the “City”) have entered into a Heritage Revitalization Agreement under the provisions of the *Vancouver Charter SBC 1953 c.55* (the “Agreement”) which is registered on title to the Lands under numbers CA2284982 – CA2284993 and by which, among other things, the Owner promised to rehabilitate a heritage building situated on the Lands (the “Heritage Building”) pursuant to City development permit No. DE414312.
- C. The Agreement provided, among other things, for a certain variation to the City’s *Subdivision By-law No. 5208* in respect of the Lands which allowed for their subdivision into the two parcels of which they now consist as described above.
- D. Lot 1 contains the Heritage Building and is described in the Agreement as the Heritage Parcel.
- E. Lot 2 does not contain any part of the Heritage Building or any access to it and is described in the Agreement as the Non-Heritage Parcel.
- F. The Owners wish to modify the Agreement to relieve the Non-Heritage Parcel from the ongoing obligations in the Agreement relating to the conservation of the Heritage Building post-completion of the Rehabilitation Work required thereunder.

- G. The City has agreed to modify the Agreement for that purpose on the terms and conditions of this Modification Agreement.

THEREFORE in consideration of each party agreeing to modify the Agreement as set out hereinafter and for other good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), the parties agree as follows:

Modification of the Agreement

1. The Agreement is hereby modified as follows:

- a) The following is added to the Agreement as sub-paragraph 1.1(w):

“Non-Heritage Parcel Owner” means the registered owner(s) of the Non-Heritage Parcel.”

- b) The contents of paragraph 2.7 of the Agreement are hereby deleted and replaced with the following:

“2.7 The City, at the Non-Heritage Parcel Owner’s expense, within a reasonable time of the Non-Heritage Parcel Owner’s request, after the Rehabilitation Work has been completed in accordance herewith, the conditions of paragraph 8.1 all are otherwise met and the Subdivision has been completed, will discharge from the Non-Heritage Parcel the Section 219 Covenant contained in Article 2 hereof.

- c) The following is added to the Agreement as paragraph 2.8:

“2.8 Notwithstanding anything to the contrary contained in this agreement, once the Rehabilitation Work has been completed in accordance herewith and the conditions of paragraph 8.1 all are otherwise met and the Subdivision has been completed, the Non-Heritage Parcel Owner, but only insofar as he, she or it is a Non-Heritage Parcel Owner and not also the Owner of the Heritage Parcel, is no longer bound by or required to perform the Owner’s obligations under or liable to the City in respect of the provisions of Article 2.”

- d) The following is added to the Agreement as Paragraph 4.4:

“4.4 The City, at the Non-Heritage Parcel Owner’s expense, within a reasonable time of the Non-Heritage Parcel Owner’s request, after the Rehabilitation Work has been completed in accordance herewith, the conditions of paragraph 8.1 all are otherwise met and the Subdivision has been completed, will discharge from the Non-Heritage Parcel the statutory right of way contained in Article 4 hereof.”

- e) The following is added to the Agreement as Paragraph 6.3:

“6.3 The City, at the Non-Heritage Parcel Owner’s expense, within a reasonable time

of the Non-Heritage Parcel Owner's request, after the Rehabilitation Work has been completed in accordance herewith, the conditions of paragraph 8.1 all are otherwise met and the Subdivision has been completed, will discharge from the Non-Heritage Parcel the equitable charge contained in Article 6 hereof."

- f) The contents of Paragraph 8.2 of the Agreement are hereby deleted and replaced with the following:

"8.2 Notwithstanding the foregoing, so that the Non-Heritage Parcel may retain the benefit of the applicable *Zoning and Development By-law* variances contained herein, insofar as that is possible under operation of applicable laws, the City will not seek to release from title to the Non-Heritage Parcel the notice of this Heritage Revitalization Agreement, as noted on the title to the Non-Heritage Parcel pursuant to the provisions of the *Vancouver Charter*, unless the owner of the Non-Heritage Parcel explicitly in writing requests that the City do so or the City is required by law to do so."

- g) The contents of Paragraph 10.1 of the Agreement are hereby deleted and replaced with the following:

"10.1 Joint and Several Liability Prior to Subdivision. If and whenever, prior to completion of the Subdivision, the Owner is more the one party, then all such parties shall at and in respect of such times be jointly and severally liable to the City for the performance and observation of the Owner's obligations in this agreement."

- h) The following is added to the Agreement as Paragraph 10.1A:

"10.1A Joint and Several Liability – Heritage Parcel. If and whenever, after completion of the Subdivision, there are multiple parties who together or collectively are registered owners of the Heritage Parcel, then all such parties shall at and in respect of such times be jointly and severally liable to the City for the performance and observation of the Owner's obligations in this agreement."

- i) The following is added to the Agreement as Paragraph 10.1B:

"10.1B Joint and Several Liability – Non-Heritage Parcel Owner. Any Non-Heritage Parcel Owner who, after completion of the Subdivision and of the Rehabilitation Work in accordance herewith, is not also a registered owner of the Heritage Parcel shall not thereafter be jointly and severally liable to the City for the performance and observation of the Owner's obligations in this agreement."

Agreement Ratified and Confirmed

2. Except as hereby expressly modified, the Agreement is hereby ratified and confirmed by the Owner and the City to the effect and with the intent that the Agreement and this Modification Agreement shall be read and construed as one document.

Amendment

3. No alteration or amendment of the Agreement or this Modification Agreement shall have effect unless the same is in writing and duly executed by all the parties.

Binding Effect

4. This Modification Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

Time

5. Time shall be of the essence of this Modification Agreement.

Interpretation

6. All terms used in this Modification Agreement which are defined in the Agreement will have the meaning ascribed to such terms in the Agreement unless otherwise defined in this Modification Agreement or the context otherwise requires.

Conflict

7. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Modification Agreement, the terms and conditions of this Modification Agreement will prevail.

IN WITNESS WHEREOF the parties hereto have executed this Modification by signing the General Instrument Part I attached hereto as of the date first above written on the said instrument.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charge”** means the Mortgage registered under number CA2921940;
- (b) **“Existing Chargeholder”** means **VANCOUVER CITY SAVINGS CREDIT UNION**;
- (c) **“New Charge”** means the modification of Section 219 Covenant, Statutory Right of Way and Equitable Charge contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** mean the Mortgage registered under number CA3652980 and Assignment of Rents registered under number CA3652981;
- (b) **“Existing Chargeholder”** means **JETMOV MORTGAGE INVESTMENT CORPORATION**;
- (c) **“New Charge”** means the Modification of Section 219 Covenant, Statutory Right of Way and Equitable Charge contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 2290 Main Street**

After the public hearing on October 24 and 29, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 2290 Main 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 22, 2014

2290 Main 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 the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally number Z-666 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (575).

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 - Class A;
- (b) Dwelling uses, including Residential Unit associated with and forming an integral part of an Artist Studio;
- (c) Institutional Uses, limited to Child Day Care Facility;
- (d) Office Uses, limited to Financial Institution;
- (e) Retail Uses, limited to Grocery or Drug Store and Retail Store;
- (f) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class B, Restaurant, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade; and

- (g) Accessory Use customarily ancillary to any use permitted by this section.

Conditions of use

- 3.1 All uses except dwelling units must have direct access to grade.
- 3.2 Where an Artist Studio is combined with a Residential Unit, the studio may only be used by the individuals residing in the residential unit associated with and forming an integral part of the artist studio.

Floor area and density

- 4.1 For the purposes of computing floor space ratio, the site is deemed to be 1,621 m², being the site size at the time of application for rezoning, prior to any dedication.
- 4.2 The floor space ratio for all uses must not exceed 4.92.
- 4.3 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground level, measured to the extreme outer limits of the building.
- 4.4 Computation of floor 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 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; 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 for a 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, 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) tool sheds, trellises and other garden structures, which support the use of intensive green roofs and urban agriculture, and those portions of stairways and elevator enclosures, which are at the roof level providing access to the garden areas, except that the total area excluded must not exceed 43.5 m².

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

Building height

5. The building height, measured above base surface to the top of roof parapet, must not exceed 30.0 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 (575).

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) ten 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.

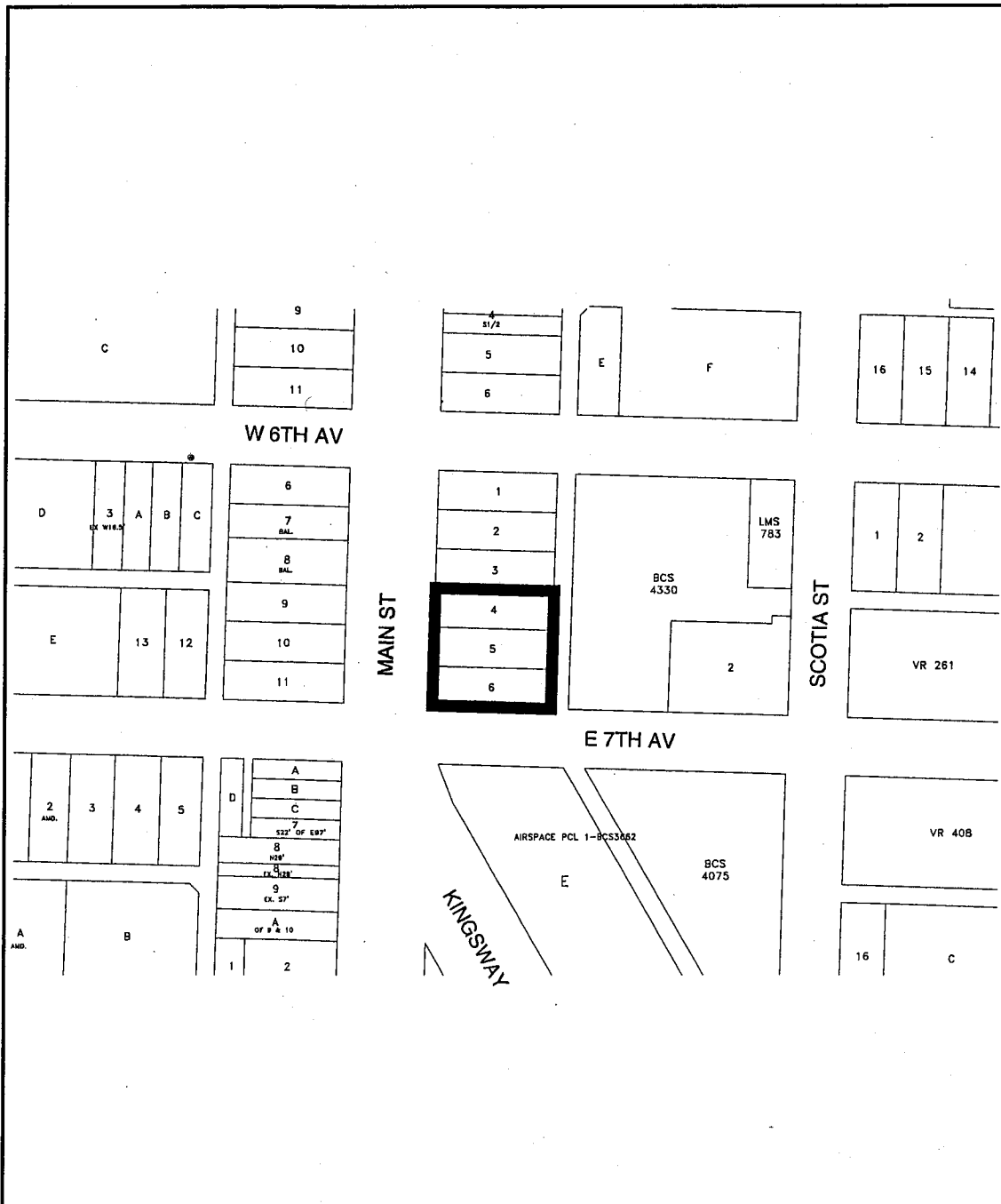
Force and effect

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

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk



The properties outlined in black () are rezoned:
 From **IC-2** to **CD-1**

Z-666 (c)

RZ - 2290 Main Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2013-10-03

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1870 East 1st Avenue and 1723 Victoria Drive**

After the Public Hearing held on April 16, 2012, on April 18, 2012, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, for the site, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the CD-1 By-law. Such Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law for the site as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
July 22, 2014

1870 East 1st Avenue and
1723 Victoria Drive



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1870 East 1st Avenue and 1723 Victoria Drive**

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

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

No PID

Parcel A
Lot B
Block 144
District Lot 264A
Group 1
New Westminster District
Plan EPP22596

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 _____, 2014

Mayor

City Clerk

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

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
Michael Walker, Miller Thomson LLP
 1000, 840 Howe Street
 Vancouver BC V6Z 2M1
 604.687.2242
 Client No: 010437 File No: 187353.0001
 CO:HERE / 10589674 and 9685671
 Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]
NO PID NMBR PARCEL A LOT B BLOCK 144 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP22596
 STC? YES
 Related Plan Number: **EPP22596**

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
Covenant Section 219

4. TERMS: Part 2 of this instrument consists of (select one only)
 (a) Filed Standard Charge Terms D.F. No. (b) Express Charge Terms Annexed as Part 2
 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
CO:HERE FOUNDATION (INC. NO. S-0060819)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
**CITY OF VANCOUVER
 A MUNICIPAL CORPORATION
 453 WEST 12TH AVENUE
 VANCOUVER BRITISH COLUMBIA
 V5Y 1V4 CANADA**

7. ADDITIONAL OR MODIFIED TERMS:
 N/A

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

Officer Signature(s)

SCOTT J. ANDERSON
Barrister & Solicitor
 1600 - 925 WEST GEORGIA ST.
 VANCOUVER, B.C. V6C 3L2
 (604) 685-3456

Execution Date		
Y	M	D
14	06	19

Transferor(s) Signature(s)
CO:HERE FOUNDATION, by its authorized signatory(ies):

 Name: **Michael Gaenter**
 Name:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Y	M	D
14		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER, by its
authorized signatory(ies):

Name:

Name:

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor, **CO:HERE FOUNDATION**, is called the "Owner" herein;
- B. The Transferee, **CITY OF VANCOUVER**, is called the "City" herein where referred to as the municipal corporation and the "City of Vancouver" herein where referred to as the geographical area;
- C. The Owner is the registered owner of the certain lands municipally known as 1870 East 1st Avenue and 1723 Victoria Drive in the City of Vancouver, with the legal description shown in item 2 of the Form C portion of this instrument (the "Lands");
- D. The Owner wishes to develop the Lands by constructing thereon a four-storey residential Development (the "Development") to consist of 26 residential units, of which 18-20 units would be supportive housing for low-income individuals, and 6-8 units would be residences for co-residents and for that purpose the Owner has applied to the City to rezone the Lands from RT-5 (Two-Family Dwelling District) to CD-1 (Comprehensive Development District) (the "Rezoning");
- E. The Owner is a non-profit organization, and the Lands, after completion of the redevelopment contemplated by the Rezoning, will be used for social housing, as contemplated by section 523D(10)(d) of the *Vancouver Charter*;
- F. The City Council for the City approved the Rezoning on April 18, 2012 following a public hearing April 16, 2012, subject to the condition, among others, that the Owner first enter into A Housing Agreement with the City pursuant to Section 565.2 of the *Vancouver Charter* and give the City a restrictive covenant under Section 219 of the Land Title Act to ensure that at all times the uses to which the Development is put are consistent with the purpose of the Rezoning; and
- G. The Owner and the City are now entering into this Agreement to satisfy the foregoing condition.

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City and other good and valuable consideration passing from each party to the other (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

Definitions

1. In this instrument, the following terms have the meanings given to them here:
- (a) "Affordable Rent" means a rental rate for a rental unit of no more than 30% of the applicable household's Gross Annual Income, subject to minimum rent that tenants may be required to pay based on the number of persons living in the unit, or as otherwise defined from time to time by the British Columbia Housing Management Commission or their successors in function;

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Housing Agreement
1870 East 1st Avenue

- (b) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals;
- (c) "Development" has the meaning given to it in Recital D of this Agreement;
- (d) "Dwelling Units" means a minimum of eighteen (18) residential units to be constructed as part of the Development and allocated as supportive housing for Low Income Households;
- (e) "Gross Annual Income" means the greater of:
 - (i) total income or payments from all sources received at any time during the past calendar year regardless of whether it or they are taxable or not, including, without limitation, wages, salary, self employment net income, rents, fees, interest, dividends, pension payments, annuity payments, awards and payments in compensation for lost income, capital gains, bequests, lottery winnings and winnings from gambling and wagering; or
 - (ii) current total monthly income or payments from all sources regardless of whether it or they are taxable or not, including, without limitation, wages, salary, rents, fees, interest, dividends, pension payments, annuity payments, awards and payments in compensation for lost income, capital gains, bequests, lottery winnings and winnings from gambling and wagering, multiplied by 12;
- (f) "Housing Income Limits" means the income limits for subsidized housing, in Vancouver, set each year by the Canada Mortgage and Housing Corporation and/or the British Columbia Housing Management Commission or their successors in function;
- (g) "Income Statement" means any of the following documents:
 - (i) a true copy of a filed income tax return, if any, for the preceding calendar year; or
 - (ii) a true copy of the Government of Canada's written assessment, if any, for an income tax return for the preceding calendar year; or
 - (iii) if the preceding are unavailable, a sworn written statement of Gross Annual Income;
- (h) "Land Title Act" means the *Land Title Act* R.S.B.C. 1996, c.250, as amended or replaced from time to time;
- (i) "Lands" the meaning given to it in Recital C of this Agreement;
- (j) "Low Income Household" means:

- (i) any person, living as a single person household, whose Gross Annual Income, as disclosed by a current Income Statement, is less than the Housing Income Limits applicable to the Dwelling Unit occupied or to be occupied thereby; and
- (ii) any persons living together as a family whose total combined Gross Annual Income, as disclosed by current Income Statement(s), is less than the Housing Income Limits applicable to the Dwelling Unit occupied or to be occupied thereby;
- (k) **"Managing Director of Social Development"** means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (l) **"Owner"** means the registered and beneficial owner(s) of the Lands and of each and every parcel of the land into which the Lands may be in any way subdivided or consolidated, and its or their assigns and successors and successors in title to the Lands;
- (m) **"Rent Roll"** means a written paper record showing the names of all persons residing in the Dwelling Units, the Dwelling Units in which they reside, the total Gross Annual Incomes for the occupants of each Dwelling Unit and the current monthly rent payable for each Dwelling Unit;
- (n) **"Term"** means the longer of:
 - (i) 60 years from the date this Agreement is executed by all parties to it; or
 - (ii) the life of the Development; and
- (o) **"Vancouver Charter"** means the *Vancouver Charter* SBC 1953 c. 55, as amended or replaced from time to time.

Restrictions on Use, Sale and Subdivision

2. Pursuant to Section 219 of the *Land Title Act* and Section 565.2 of the *Vancouver Charter*, the Owner covenants and agrees that:
 - (a) the Lands will not at any time during the Term used in any way that is inconsistent with this Agreement;
 - (b) the Owner will use the Lands hereafter and during the Term only for the construction and operation of the Development;
 - (c) a non-profit organization, as that term is contemplated by section 523D(10)(d) of the *Vancouver Charter*, will at all times be and remain the registered and beneficial owner of the Lands;

- (d) the Dwelling Units will only be used for social housing, as that term is contemplated by section 523D(10)(d) of the *Vancouver Charter*, and the City acknowledges that if and so long as the Dwelling Units are owned and used as required by this Agreement, they will qualify as such "social housing";
- (e) the Owner will use the Dwelling Units at all times during the Term as non-market rental housing for Low Income Households or households that were Low Income Households at move-in, in accordance with this Agreement. At all times, the Owner will make all reasonable efforts to ensure that the Dwelling Units are rented to Low Income Households at rental rates that are no more than Affordable Rent;
- (f) it will not suffer, cause or permit, beneficial or registered title to any residential unit in the Development, including the Dwelling Units, to be sold or otherwise transferred individually or jointly with one or more other residential units, unless beneficial or registered title to all of the residential units in the Development are sold or otherwise transferred together and as a block to the same beneficial and legal owner;
- (g) subject to all required approvals of the City and/or the City's Approving Officer, as applicable, first being obtained, it will not suffer, cause or permit the Development to be subdivided by strata plan or air space plan unless such subdivision results in all of the residential units in the Development being contained within a single strata lot or air space parcel, as applicable, without the prior written consent of the City, which consent the City may arbitrarily withhold;
- (h) that any sale of any residential units in the Development in contravention of the covenant in section 2(d), and any subdivision of the Development or any part thereof, in contravention of the covenant in Section 2(e), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) the Owner, at its expense, will construct the Development to full completion such that within a period of three years after the Land Title Act Section 219 Covenant contained herein is registered on title to the Lands an occupancy permit has been issued for full occupancy and use of the Development;
- (j) the Owner will not, at any time during the Term, lease, license, set over or part with possession of the Dwelling Units in whole or in part except for the letting of the Dwelling Units to Low Income Households in accordance with this Agreement;
- (k) it will keep and maintain the Development and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and will insure it to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands. If the Development or any part thereof is damaged, the Owner will promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before

such damage occurred; and

- (l) any changes to the foregoing restrictions and requirements will be made only with the prior written agreement of the Managing Director of Social Development, who may first seek input from the City's elected Council.
3. Further pursuant to Section 565.2 of the *Vancouver Charter*, the Owner covenants and agrees with the City that; at all times during the Term, the Owner will use, operate and manage the Dwelling Units as follows:
- (a) all Dwelling Units will be occupied pursuant to written tenancy agreements which will be in accordance with the *Residential Tenancy Act*, if applicable;
 - (b) all Dwelling Units will be made available for rental for a term of at least one month; and
 - (c) rent for the Dwelling Units will be charged and payable on a monthly basis only.

Records

4. The Owner will, at its expense, in accordance with good and prudent business and accounting practices:
- (a) keep accurate records pertaining to the use of the Development and Dwelling Units, including an up-to-date monthly Rent Roll and annual Income Statements from all adult persons occupying the Dwelling Units, such records to be to the satisfaction of the City; and
 - (b) create and for seven years keep a comprehensive set of operational, business and financial records regarding the operation of the Lands and Development, and
- at the request of the City, from time to time, the Owner shall deliver true copies of these records to the City. The City will comply with the Owner's statutory obligations with respect to the privacy of such information.

General

5. This Agreement will run with the Lands and will bind the Lands and will attach thereto and run with each and every part into which the same may be subdivided or consolidated whether by strata plan, subdivision plan or otherwise.
6. This Agreement will enure to the benefit of and bind each of the City and its successors and assigns and the Owner and its successors and assigns.
7. The Owner hereby releases and discharges the City and its officials, officers, employees and agents from any liability for any loss, injury or expense the Owner or any other person or legal entity may suffer, incur or experience as a result of or in relation to this Agreement or the subject matter hereof, and the Owner will indemnify the City and its officials, officers, employees and agents for any loss, injury or expense they or any of

them may incur, suffer or experience and for any complaints, demands, claims, actions, suits and judgments made against them or any of them for any loss, injury or expense they or any of them or any other person or legal entity may suffer, incur or experience as a result of or in relation to this Agreement or the subject matter hereof or any default of the Owner's obligations under this Agreement or the City exercising its rights under this Agreement. This release and indemnity provision forms an integral part of all components and will survive termination, expiry or discharge of this Agreement.

8. All notices, demands or requests of any kind which a party may be required or permitted to serve on another in connection with this Agreement must be in writing and will be served on the other party by registered mail, fax or by personal service to:
 - (a) For the City:

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

Attention: Managing Director, Social Development Department
 - (b) For the Owner:

Co:Here Foundation
1148 Odium Drive
Vancouver, British Columbia V5L 3L7

Attention: Joffre Pomerleau
9. Any notice delivered pursuant to this Agreement:
 - (a) if delivered by registered mail, will be deemed complete seven days after the day of mailing except where there is a postal service disruption during such period in which case service should be deemed to be completed upon actual delivery of the notice, demand or request;
 - (b) if delivered by fax, will be deemed complete on the third business day after the day when the facsimile transmission was transmitted; and
 - (c) if delivered by hand will be deemed complete two days after the day of delivery.
10. 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.
11. Whenever the singular or masculine are used herein, the same will be construed as meaning the plural, feminine or body corporate or politic and vice versa where the context or the parties require.
12. 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.

13. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
14. This is the entire Agreement between the parties concerning the subject matter of this Agreement and it may only be amended by a document executed by both the City and the owners in fee simple of the Lands.
15. 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 Lands as if this Agreement had not been executed and delivered by the Owner and the City.
16. 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. This Agreement will only be personally binding on the person(s) or entity(s) comprising the Owner in respect of matters arising within the period during which such person or persons respectively have any right, title or interest in the Lands or any part thereof.
18. On the expiry of a period of 60 years after the first issuance of an occupancy permit or permits for full occupancy and use of the Development, the City, at the Owner's expense, and within a reasonable time of the Owner's request, will execute such documents as the Owner presents to the City and deliver back to the Owner all such documents as executed to discharge this Agreement from title to the Lands.

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

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 755-795 West 41st Avenue**

After the public hearing on September 24th, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 755-795 West 41st 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 22, 2014

755-795 West 41st 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-664 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (578).

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

- (a) Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to the uses permitted 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 3 180.4 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 2.87.

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 exclusions must not exceed 12% of the residential 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 the lesser of 20% of permitted floor area or 929 m².

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 19.5 m.

Setbacks

6.1 Setbacks for all storeys up to and including the fourth storey must be a minimum of:

- (a) 3.0 m from the east property line;
- (b) 3.0 m from the west property line;
- (c) 0.6 m from the north property line; and
- (d) 3.9 m from the south property line existing as of September 21, 2012.

6.2 Despite the provisions of section 6.1, the Director of Planning may allow projections into the required setbacks, provided that no additional floor area is created, if:

- (a) the Director of Planning first considers all applicable Council policies and guidelines; and
- (b) those portions of buildings which project into the required setbacks are:
 - (i) architectural appurtenances such as decorative exterior fins or fixed external shading devices,
 - (ii) steps,
 - (iii) balconies, eaves, bays or similar features,
 - (iv) entry porches located at the basement or first storey,
 - (v) cantilevered eaves forming part of a porch,
 - (vi) chimneys or piers,
 - (vii) underground parking and storage structures located entirely below grade,
 - (viii) access structures to underground parking,
 - (ix) hydro and gas utility meters, vaults or similar equipment, and
 - (x) other features which, in the opinion of the Director of Planning, are similar to any of the features listed above.

Horizontal Angle of Daylight

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

7.2 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.

7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.

- 7.4 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.

7.5 An obstruction referred to in section 7.2 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 (578).

7.6 A habitable room referred to in section 7.1 does not include:

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

Acoustics

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

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

Severability

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

Force and Effect

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

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 8175 Cambie Street, 519 Southwest Marine Drive
and 8180-8192 Lord Street**

After the public hearing on January 21, 2014, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 8175 Cambie Street, 519 Southwest Marine Drive and 8180-8192 Lord 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 22, 2014

8175 Cambie Street, 519 Southwest Marine Drive
and 8180-8192 Lord 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-669 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Definitions

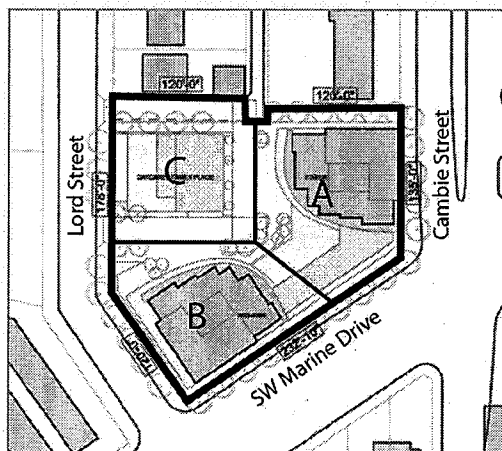
2. Words in this By-law have the meanings given to them in the Zoning and Development By-law except that:

Geodetic Datum means the current vertical reference surface adopted and used by the City of Vancouver.

Sub-areas

3. The site is to consist of three sub-areas approximately as illustrated in Figure 1, solely for the purpose of allocating height.

Figure 1 - Sub-Areas



Uses

4.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (577).

4.2 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 (577), 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, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, Museum or Archives, Park or Playground, or Theatre;
- (b) Dwelling Uses, in conjunction with any of the uses listed in this section;
- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses, limited to Farmer's Market, Grocery or Drug Store, Liquor Store, Retail Store, Small-Scale Pharmacy, and Secondhand Store;
- (f) 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 - Class B, Restaurant, School - Arts or Self Improvement, School - Business; and
- (g) Accessory Uses customarily ancillary to any use permitted by this section 4.2.

Conditions of use

5.1 All commercial uses permitted by this By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Farmer's Market;
- (b) Restaurant;
- (c) Neighbourhood Public House; and
- (d) Display of plants, flowers, fruit and vegetables in conjunction with a permitted use.

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

- (a) be suitable for family housing;

- (b) include two or more bedrooms; and
- (c) comply with Council's "High Density Housing for Families with Children Guidelines".

Floor area and density

6.1 For the purposes of computing floor area, the site is deemed to be 4,629 m², being the site size at the time of application for rezoning, prior to any dedications.

6.2 The floor space ratio shall not exceed 6.14.

6.3 Computation of floor area 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.

6.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the residential floor area, and
 - (ii) no enclosure of balconies is permissible for the life of the building;
- (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; and
- (e) floor area used for the purpose of a Child Day Care Facility or Community Centre or Neighbourhood House.

6.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed the lesser of 20% of permitted floor area or 929 m².

6.6 The use of floor area excluded under sections 6.4 and 6.5 must not include any purpose other than that which justified the exclusion.

Building height

7.1 Building height on the site must be measured in metres referenced to Geodetic Datum.

7.2 Building height, measured from the top of the roof slab above the uppermost habitable floor, excluding parapet wall, must not exceed the maximum heights set out on the table below.

Sub Area	Maximum building height
A	100.28 m
B	51.82 m
C	27.44 m

7.3 Despite the provisions of section 7.2, the Director of Planning may permit portions of buildings to exceed the permitted maximum height by no more than 7.6 m, if:

- (a) the Director of Planning first considers the location and sizing of such portions of buildings in relation to views, overlook, shadowing, and noise impacts;
- (b) the Director of Planning first considers all applicable Council policies and guidelines; and
- (c) those portions of buildings which exceed the permitted maximum height are:
 - (i) mechanical appurtenances such as elevator machine rooms,
 - (ii) access and infrastructure required to maintain green roofs or urban agriculture, roof-mounted energy technologies including solar panels and wind turbines,
 - (iii) decorative roof and enclosure treatments provided that the roof and enclosure treatment enhances the overall appearance of the building and appropriately integrates mechanical appurtenances, or
 - (iv) items similar to any of the above.

Horizontal angle of daylight

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

8.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24 m.

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

8.4 If:

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

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

8.5 An obstruction referred to in section 8.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (577).

8.6 A habitable room referred to in section 8.1 does not include:

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

Acoustics

9. 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

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

Force and effect

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

ENACTED by Council this day of , 2014

Mayor

City Clerk



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

Z-669 (b)

**RZ - 8175 Cambie Street, 519 SW Marine Drive
 & 8180-8192 Lord Street**

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2014-01-06

EXPLANATION

**A By-law to amend CD-1 By-law No. 6876
Re: 1041 Southwest Marine Drive and 8866 Osler Street**

After a public hearing on October 30, 2012, Council approved amendments to CD-1 By-law No. 6876. 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 22, 2014

1041 Southwest Marine Drive
and 8866 Osler Street

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned to the right of the address.

BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 6876

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. 6876.
2. In section 1, Council strikes out “Z-377 (b)” and substitutes “Z-649 (a)”.
3. Council strikes out Schedule A, and replaces it with Schedule A as follows:



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

Z-649 (a)

RZ - 1041 SW Marine Drive & 8866 Osler Street

map: 1 of 1

scale: N.T.S



City of Vancouver

date: 2012-10-02

4. Council strikes out section 2, and substitutes:

“2 Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (276).

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

- (a) Dwelling Units in conjunction with any use listed in this section;
- (b) Service Uses;
- (c) Retail Uses; and
- (d) Accessory Uses customarily ancillary to the uses permitted by this section.”

5. Council strikes out section 3, and substitutes:

“3 Density

3.1 The floor area for all uses must not exceed 12 728 m².

3.2 Computation of floor area must include:

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

3.3 Computation of floor area must exclude:

- (a) open residential balconies, sundecks, porches and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all such exclusions must not exceed 8% of residential floor area;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are

similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;

- (d) 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;
- (e) all residential storage space at, above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit there is to be no exclusion for any of the residential storage space above base surface for that unit;
- (f) floors located at or below finished grade with a ceiling height of less than 1.2 m; and
- (g) amenity areas, including recreational facilities and meeting rooms, except that the excluded area must not exceed 10% of the total floor space ratio.

3.4 The use of floor area excluded under section 3.3 must not include any purpose other than that which justified the exclusion.”

6. Council strikes out sections 4, 5, and 6 and substitutes:

“4 Height

Building height must not exceed 22.7 m.

5 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 (276).

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.

6 Acoustics

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

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.

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

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend By-law 8131
Re: 555 Great Northern Way**

After the public hearing on July 8, 2014, Council resolved to amend By-law No. 8131 regarding 555 Great Northern 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 22, 2014

Great Northern Way Campus
555 Great Northern Way



BY-LAW NO. _____

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

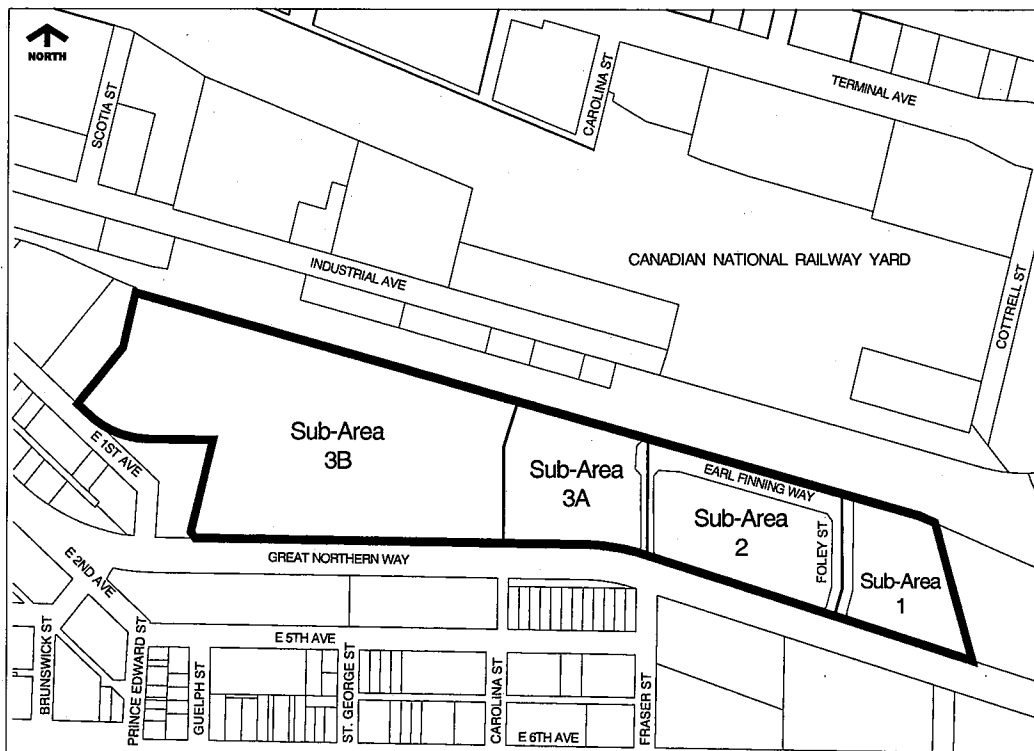
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of CD-1 By-law No. 8131.
2. Council strikes out Section 4 Sub-Areas and substitutes:

“4 Sub-Areas

4.1 The site shall consist of four sub-areas approximately as illustrated in Diagram 1 below, solely for the purpose of calculation of maximum permitted floor area and maximum permitted number of residential units.

Diagram 1 - Sub-Areas for Maximum Permitted Floor Area and Residential Units



4.2 The site shall consist of six sub-areas approximately as illustrated in Diagram 2 below, solely for the purpose of calculation of maximum permitted height.

Diagram 2 - Sub-Areas for Maximum Building Heights



3. In section 5.7, Council strikes out the words “set out in Table 3 below.” and substitutes “as set out in Table 3 below.”.

4. Council strikes out Section 6 Height, and substitutes:

“6 Height

6.1 The maximum building height, excluding the mechanical penthouse and roof, must be as set out in Table 4 below.

Table 4 - Maximum Building Height

	Sub-Area (from Diagram 2)					
	1	2	3	4	5	6
Permitted Height	45.72 m	18.29 m	13.71 m	18.29 m	13.71 m	36.60 m

6.2 Despite the provisions of section 6.1, if the Director of Planning first considers associated shadow impacts upon public open spaces and all applicable Council policies and guidelines, the Director of Planning may permit an increase in the

permitted height of a building in sub-areas 2 and 3 of Diagram 2, provided that the building includes:

- (a) decorative roof and enclosure treatments that achieve an enhanced architectural roof expression and appropriately integrate mechanical appurtenances such as elevator machine rooms; or
- (b) access and infrastructure required to maintain green roofs or urban agriculture, roof-turbines mounted energy technologies including solar panels and wind turbines;

except that the maximum permitted height must not exceed 22.86 m in sub-area 2 of Diagram 2 and 18.29 m in sub-area 3 of Diagram 2.”

5. Council strikes out Section 7.

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 _____, 2014

Mayor

City Clerk

EXPLANATION**A By-law to Regulate
the Re-use and Recycling of Building Materials
from pre-1940 Residential Buildings**

On June 10, 2014 Council resolved to direct the Director of Legal Services to prepare the necessary amendments to the Building By-law and Solid Waste By-law to implement the re-use and recycling of building materials from pre-1940 residential buildings. Enactment of this By-law will accomplish this.

Director of Legal Services
July 22, 2014



BY-LAW NO. _____

**A By-law to Regulate
the Re-use and Recycling of Building Materials
from pre-1940 Residential Buildings**

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

1. The name of this By-law is the Green Demolition By-law.

Definitions

- 2.1 In this By-law:

“character building” means a building determined to be a character building by the Director of Planning in accordance with the Potential Character or Heritage Review - Interim Procedure, adopted by Council on June 11, 2014;

“character demolition” means demolition of a character building, resulting in the reuse or recycling of not less than 90% of all building materials, by weight, excluding hazardous materials;

“Chief Building Official” means the person appointed as City Building Inspector under section 305 of the Vancouver Charter, and his or her deputies;

“compliance report” means a report substantially in the form attached as Appendix “A”, as modified from time to time by the Chief Building Official;

“demolition permit” means a permit issued pursuant to the Building By-law that authorizes demolition of a building or structure;

“green demolition” means demolition resulting in the reuse or recycling of not less than 75% of all building materials, by weight, excluding hazardous materials;

“hazardous materials” means any material, product or substance regulated as a controlled product or hazardous waste under the B.C. Workers Compensation Act and Environmental Management Act, respectively, that is present on a demolition site or is produced, originates or results from demolition;

“recycling” means the process of collecting, sorting, cleaning, treating and reconstituting materials that would otherwise be waste, and converting them into material that can be used for new products, and includes storage for such purpose;

“reuse” means further or repeated use of the building materials, and includes storage for such purpose;

“recyclable materials” means a material, substance or object that is produced, originates or results from the demolition of a pre-1940 residential building that is:

- (a) an organic material capable of being composted;
- (b) managed as a marketable commodity by a waste recycling or other facility; or
- (c) is a material, product or substance prescribed in Appendix “B”;

“recycling condition” means a condition requiring reuse or recycling imposed on a demolition permit by the Chief Building Official pursuant to this By-law;

“residential building” includes all buildings used as one or two family dwellings, as well as accessory buildings on the same lot or site; and

“waste recycling or other facility” includes a facility or licensed business, other than a disposal or incinerator facility, that:

- (i) has a subsisting permit, licence, or operational certificate issued under the GVS & DD’s Municipal Solid Waste and Recyclable Material Regulatory Bylaw No, 181;
- (ii) is a publicly-owned transfer station under the Integrated Solid Waste and Resource Management Plan for purposes other than disposal;
- (iii) accepts only asphalt and concrete for the purposes of reprocessing, resale and reuse;
- (iv) is a drop off depot owned or operated by a charitable organization registered under the Income Tax Act (Canada) or a non-profit organization to which section 149 of the Income Tax Act applies;
- (v) receives, cleans, sorts, bales or packages recyclable material for the purpose of recycling; or
- (vi) builds products using reused or recycled building materials or resells salvaged building materials.

No demolition without a permit condition

3.1 No person may cause, permit or allow the demolition of a pre-1940 residential building without a demolition permit that includes a condition that the demolition be a green demolition.

3.2 No person may cause, permit or allow the demolition of a pre-1940 residential character building without a demolition permit that includes a condition that the demolition be a character demolition.

Demolition permit for buildings constructed before 1940

4.1 Every demolition permit authorizing demolition of a residential building constructed in whole or in part before 1940 must include a condition, imposed by the Chief Building Official, requiring that the building be subject to green demolition.

Demolition permit for character buildings constructed before 1940

4.2 Every demolition permit authorizing demolition of a character building constructed in whole or in part before 1940 must include a condition, imposed by the Chief Building Official, requiring that the character building be subject to character demolition.

Security deposit condition

5.1 Every demolition permit subject to a recycling condition must include a condition, imposed by the Chief Building Official, requiring the permit holder to pay to the City a security deposit in the form of a letter of credit acceptable to the City for \$15,000.

5.2 Any security deposit payment paid to the City under section 5.1 shall be refunded to the permit holder based on the reuse and recycling achieved and in accordance with Appendix "C", once the permit holder has satisfied all other permit conditions, and otherwise complied with this By-law.

Other permit conditions

5.3 The Chief Building Official may impose other conditions on a demolition permit subject to a recycling condition, including conditions regarding:

- (a) notifications and notices;
- (b) safety;
- (c) demolition requirements;
- (d) timing of demolition;
- (e) deadlines for completion of demolition;
- (f) reviews and inspections; and
- (g) compliance with this By-law, the Building By-law and other enactments.

Demolition in accordance with permit

6.1 Every person issued a demolition permit subject to a recycling condition must ensure that the building is demolished in accordance with this By-law and the demolition permit.

6.2 Every person who demolishes a building pursuant to a demolition permit subject to a recycling condition must keep records of the removal, reuse, recycling and disposal of building materials governed by the demolition permit, including payment receipts, donation receipts, weigh bills, inspection reports, confirmation letters, and sampling reports until the

security deposit is fully refunded in accordance with section 5.2, and in no case for less than 180 days.

6.3 Every person issued a demolition permit subject to a recycling condition must provide to the Chief Building Official:

- (a) a compliance report confirming that the building was demolished and the construction materials reused or recycled in accordance with the permit and this By-law; and
- (b) legible copies or scans of original records required under section 6.2, within 30 days of the completion of the demolition.

6.4 No person issued a demolition permit subject to a recycling condition may cause, permit or allow the submission of a false or inaccurate compliance report.

6.5 No work may be undertaken pursuant to a building permit issued in relation to a site where a demolition permit subject to recycling condition was issued until a compliance report satisfactory to the Chief Building Official is submitted.

6.6 The Chief Building Official may suspend a building permit issued in relation to a site where a demolition permit subject to a recycling condition imposed under this By-law was issued if:

- (a) no compliance report has been submitted;
- (b) a compliance report was submitted in contravention of this By-law; or
- (c) the demolition was carried out in contravention of this By-law, or a demolition permit subject to a recycling condition.

6.7 No person issued a demolition permit subject to a recycling condition may cause, permit or allow the disposal of building materials that are to be reused or recycled, except in accordance with this By-law.

6.8 No building materials that are to be subject to reuse or recycling pursuant to a demolition permit may be delivered to a site other than a waste recycling or other facility.

6.9 The Chief Building Official may, in the case where this By-law imposes unnecessary hardship, relieve the holder of a demolition permit subject to a recycling condition from strict adherence to this By-law, provided the Chief Building Official first considers the:

- (a) cost of compliance;
- (b) diligence of the permit holder in seeking compliance; and
- (c) quality of the building material that will not be reused or recycled as a result of any relief granted.

Severance

7.1 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.

Enactment

8.1 Except where noted, this By-law is to come into force and take effect on September 1, 2014 and affects all demolition permit applications made after that date.

8.2 Sections 5.1 and 5.2 shall come into force and effect on March 1, 2015.

Enforcement

9.1 Every person who:

- (a) violates any of the provisions of this By-law;
- (b) suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this By-law;
- (c) neglects to do or refrains from doing anything required to be done by any of the provisions of this By-law; or
- (d) does any act which violates any of the provisions of this By-law,

is guilty of an offence against this By-law and liable to the penalties hereby imposed.

Fines

10.1 Every person who commits an offence against this By-law is liable to a fine of no less than \$250 and no more than \$10,000 for each offence.

10.2 Every person who commits an offence of a continuing nature against this By-law is liable to a fine of no less than \$250 and no more than \$10,000 for each day such offence is continued.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

Appendix A

RECYCLING & REUSE COMPLIANCE REPORT FOR GREEN DEMOLITION

To be completed by contractor

Please submit this form following the completion of deconstruction/demolition and attach documentation (legible copies or scans of receipts and/or weigh scale tags). Electronic submissions preferred. Note: If your company uses waste tracking software, you may submit a report from that as a replacement for page 2 of this form.

Project Address: _____	
Building being demolished/deconstructed:	# of storeys: _____ Estimated building footprint (ft ² or m ²): _____
Foundation (pick one): <input type="checkbox"/> slab on grade <input type="checkbox"/> crawlspace <input type="checkbox"/> walkout <input type="checkbox"/> full basement	
Deconstruction/Demolition Permit No. _____	Name on Permit: _____
Contractor Name: _____	
Deconstruction/Demolition Completion Date: ____/____/____ (DD/MM/YYYY)	
<input type="checkbox"/> Yes, completed Compliance Report Form & documentation are attached <i>Note: receipts must show the type and quantity of waste, and permit #</i>	
Recycling rate achieved for this project: _____ %	
Note here any special circumstances or special efforts made to reuse/recycle:	

CITY STAFF USE ONLY		
Compliance Form	<input type="checkbox"/> Complete	<input type="checkbox"/> Incomplete
Recycling Requirement Met	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Notes:		
Signature of Compliance Report Reviewer: _____		

COMPLETE AND RETURN WITH COPIES/SCANS OF ALL RECEIPTS

1/2



GREENEST CITY 2020
Zero Waste

RECYCLING & REUSE COMPLIANCE REPORT FOR GREEN DEMOLITION

To be completed by contractor

Please submit this form following the completion of deconstruction/demolition and attach documentation (legible copies or scans of receipts and/or weigh scale tags). Electronic submissions preferred. Note: If your company uses waste tracking software, you may submit a report from that as a replacement for page 2 of this form.

Material Type		Reuse/Recycling or Disposal Facility (Name, Location)	Tonnes Generated	Recycling Rate % (from facility)	Tonnes Recycled
Materials banned or prohibited from disposal	Cardboard				
	Clean soil & fill				
	Drywall / gypsum				
	Green waste				
	Other _____				
All other materials	Asphalt				
	Roofing shingles				
	Cement and concrete				
	Metal: scrap metals				
	Paper				
	Plastic				
	Wood: clean				
	Fixtures, windows, doors				
Other _____					
Non- recyclable materials	Non-recyclable materials disposed to landfill (total of all loads)			n/a	n/a
			TOTAL:		TOTAL:
<p>Your overall recycling rate: _____ %</p> <p>(Total tonnes recycled ÷ Total tonnes generated) x 100</p> <p><i>Note: do not include hazardous materials on this report</i></p>					

COMPLETE AND RETURN WITH COPIES/SCANS OF ALL RECEIPTS

2/2



GREENEST CITY 2020
Zero Waste

Appendix B

Recyclable Material List

Appliances

Architectural detail elements (decorative trim, finials, railings, etc.)

Asphalt

Asphalt roofing shingles

Bricks, blocks, ceramic tile

Cabinetry

Cardboard

Concrete

Doors

Drywall

Fixtures and hardware (lighting, plumbing, doorknobs, etc.)

Green waste (shrubs, lawn, etc.)

Metal (steel, aluminum, copper, brass, etc.)

Metal - cable and wiring

Metal - window frames

Paper

Plastic - rigid (buckets, pails, etc.)

Plastic - soft (wrapping, bags, etc.)

Windows in frames

Wood - structural (including pallets)

Wood - plywood, particle board, OSB

Wood - shingles/siding (shakes, shingles, etc.)

Wood - flooring

Glass

Appendix C

FOR PROJECTS WITH 75% RECYCLING REQUIRED	
Recycling rate achieved	Amount of deposit refunded
75%	100%
70-74	80
65-69	70
60-64	60
55-59	50
50-54	40
45-49	30
40-44	20%
Under 40%	0

FOR PROJECTS WITH 90% RECYCLING REQUIRED	
Recycling rate achieved	Amount of deposit refunded
90%	100%
85-89	95
80-84	90
75-79	85
70-74	80
65-69	70
60-64	60
55-59	50
50-54	40
45-49	30
40-44	20%
Under 40%	0