

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: Arts and Culture Indoor Event**

After the public hearing on October 20, 2015, Council resolved to amend the Zoning and Development By-law regarding the definition of Arts and Culture Indoor Event. 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
November 17, 2015

Amendment to Definition of
Arts and Culture Indoor Event



BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
regarding Arts and Culture Indoor Event**

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. 3575.
2. In Section 2, in the definition of “**Arts and Culture Indoor Event**”, Council strikes out “two” and substitutes “three”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

EXPLANATION**A By-law to amend the Building By-law No. 10908
Re: Arts and Culture Indoor Event**

After the public hearing on October 20, 2015, Council resolved to amend the Building By-law subject to enactment of the amendments to the Zoning and Development By-law to support Arts and Culture Indoor Events. Enactment of this By-law following enactment of the Zoning and Development By-law amendments, will accomplish Council's Resolution.

Director of Legal Services
November 17, 2015



BY-LAW NO. _____

**A By-law to amend Building By-law No. 10908
regarding Arts and Culture indoor events**

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

1. This By-law amends the indicated provisions of Building By-law No. 10908.
2. In Division B, Part 11, in Sentence 11.2.1.2. (7), before the words "Group E" Council adds "Group D offices,".
3. In Division B, Part 11, in Sentence 11.6.2.1. (1), Council:
 - (a) before the words "Group E" , adds "Group D offices,";
 - (b) in Clause (a), strikes out "or not more than 60 persons in an *artist studio*,";
 - (c) in Clause (c), strikes out "in washrooms and in locations leading from the *arts and culture indoor event* to the *street* as described in Sentence 3.2.7.3. (1)," and substitutes:
 - "(i) inside washrooms or, in the case of a single toilet room, immediately outside the entrance door and visible under the closed toilet room door, and
 - (ii) in locations leading from the *arts and culture indoor event* to the *street* as described in Sentence 3.2.7.3. (1),";
 - (d) at the end of Clause (g), strikes out ".", and substitutes ",", and adds in alphabetical order:
 - "(h) the *arts and culture indoor event* has at least one *accessible* entrance; and
 - (i) the *arts and culture indoor event* has a *means of egress* in accordance with Article 3.8.3.19."
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the day of enactment.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

EXPLANATION**A By-law to amend the License By-law No. 4450
Re: Arts and Culture Indoor Event**

After the public hearing on October 20, 2015, Council resolved to amend the License By-law subject to enactment of the amendments to the Zoning and Development By-law to support Arts and Culture Indoor Events. Enactment of this By-law following enactment of the Zoning and Development By-law amendments, will accomplish Council's Resolution.

Director of Legal Services
November 17, 2015



BY-LAW NO. _____

**A By-law to amend License By-law No. 4450
regarding arts and culture indoor events**

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

1. This By-law amends the indicated provisions of the License By-law.
2. In Section 2, in the definition of “Arts and culture indoor event”, Council strikes out “two” and substitutes “three”.
3. In Schedule A, Business License Fees, Council strikes out the fees for ARTS AND CULTURAL INDOOR EVENT and substitutes:

“

	License Fee	License Term
ARTS AND CULTURE INDOOR EVENT		
a) 31 to 60 persons	25.00	per event or series of up to three events in a 30-day period
b) 61 to 150 persons	100.00	per event or series of up to three events in a 30-day period
c) 151 to 250 persons	150.00	per event or series of up to three events in a 30-day period

”

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

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

EXPLANATION**A By-law to amend By-law No. 11069
Re: 1768 Cook Street (201 West 2nd Avenue)**

After the public hearing on October 20, 2015, Council resolved to amend By-law No. 11069 regarding 1768 Cook Street (201 West 2nd Avenue). The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 17, 2015

1768 Cook Street
(201 West 2nd Avenue)



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 11069

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. 11069.
2. In section 4.4, Council strikes out sub-section (a) and substitutes:
 - “(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 being provided, and
 - (ii) the balconies must not be enclosed for the life of the building;”
3. In section 4.5, Council strikes out sub-section (a) and re-numbers sub-sections (b) to (f) as (a) to (e) respectively.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

EXPLANATION**A By-law to amend By-law No. 10264
Re: 1601 Main Street (1618 Quebec Street)**

After the public hearing on October 20, 2015, Council resolved to amend By-law No. 10264 regarding 1601 Main Street (1618 Quebec Street). The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 17, 2015

1601 Main Street
(1618 Quebec Street)



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 10264

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. 10264.
2. In sub-section 2.2(g), after "Laundromat or Dry Cleaning Establishment," Council adds "Neighbourhood Public House,".
3. In sub-section 4.1, Council deletes "33 241 m²" and substitutes "33 306 m²".
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

EXPLANATION**A By-law to amend By-law No. 8893
Re: 3837 Point Grey Road**

After the public hearing on October 20, 2015, Council resolved to amend By-law No. 8893 regarding 3837 Point Grey Road. The Director of Planning has advised that there are no prior conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 17, 2015

3837 Point Grey Road
(Jericho Tennis Club)



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 8893

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. 8893.
2. Council:
 - (a) strikes out Section “**6 Parking, Loading, and Bicycle Storage**”; and
 - (b) re-numbers sections 7, 8 and 9 as 6, 7 and 8 respectively.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

EXPLANATION

**Subdivision By-law No. 5208 amending By-law
Re: 485-559 & 516-660 East 52nd Avenue,
486 East 51st Avenue and
6707 St. George Street**

On July 22nd, 2015, Council approved an application to re-classify the captioned properties from Category D to Category A of Table 1, of Schedule A to the Subdivision By-law. The attached By-law implements Council's resolution

Director of Legal Services
November 17, 2015

485-559 & 516-660 East 52nd Avenue,
486 East 51st Avenue and
6707 St. George Street



BY-LAW NO. _____

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

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

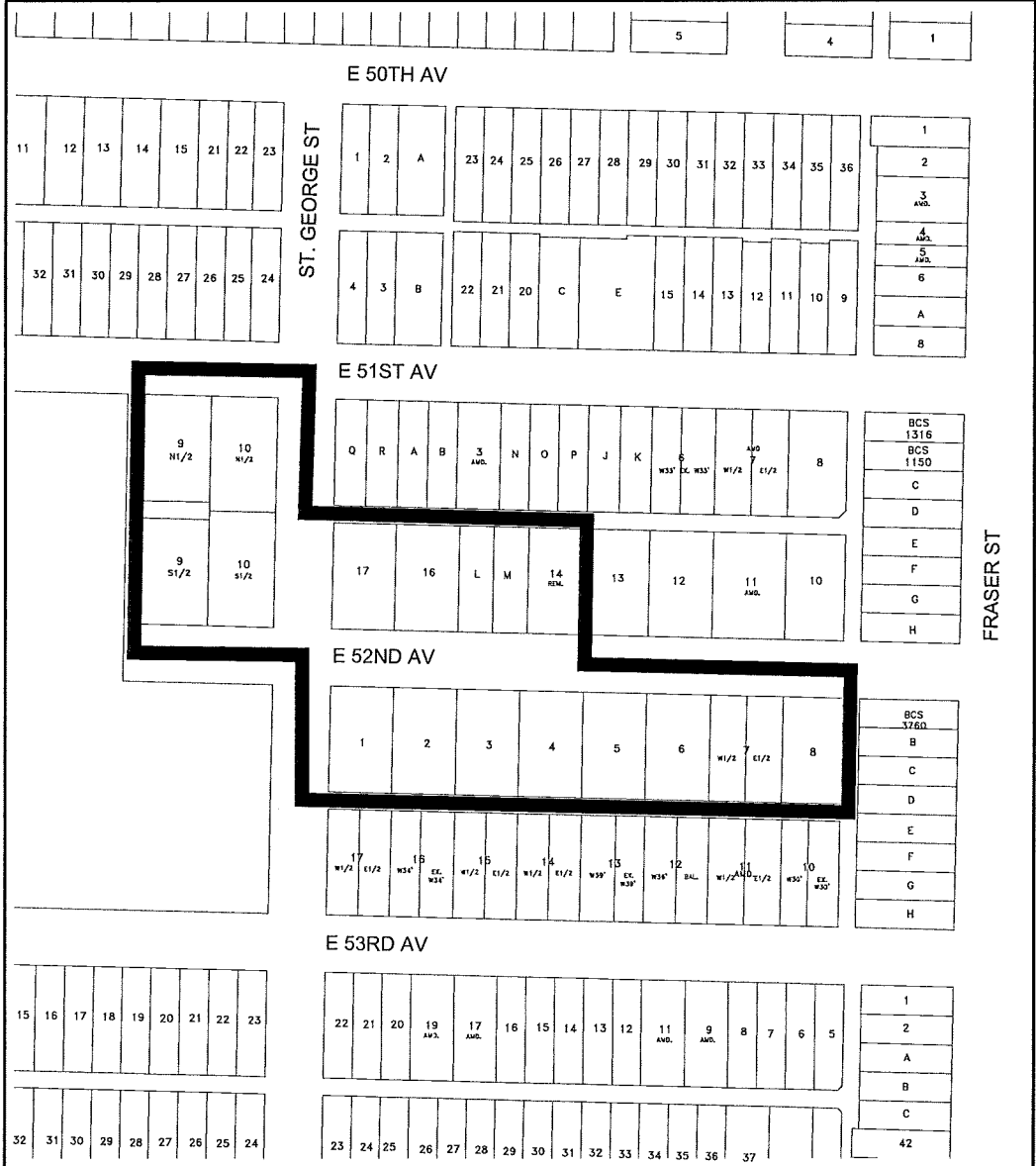
1. Council amends Table 1, of Schedule A to the Subdivision By-law, in accordance with the plan labeled Schedule A and attached to and forming part of this By-law, by reclassifying the properties shown in black outline on that plan, from Category D to Category A in accordance with the explanatory legends, notations, and references incorporated thereon.
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 the date of its enactment.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

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



The properties outlined in black () are reclassified from Category D to Category A on the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

485-559 & 516-660 East 52nd Avenue,
486 East 51st Avenue & 6707 St. George Street

map: 1 of 1
scale: NTS



EXPLANATION**License By-law amending By-law
Re: 2016 fee increases**

The attached By-law will implement Council's resolution of September 30, 2015 to increase fees for 2016.

Director of Legal Services
November 17, 2015



BY-LAW NO.

A By-law to amend License By-law No. 4450
regarding 2016 fee increases

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

1. This By-law amends the indicated schedules of the License By-law.
2. Council:
 - (a) repeals Schedule A, and substitutes for it Schedule A attached to this By-law, which new Schedule A is to form part of the License By-law; and
 - (b) approves the fees set out in the new Schedule A.
3. Council:
 - (a) repeals Schedule B, and substitutes for it Schedule B attached to this By-law, which new Schedule B is to form part of the License By-law; and
 - (b) approves the fees set out in the new Schedule B.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on January 1, 2016.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

Year 2016 Business License Fees

SCHEDULE A

BUSINESS LICENSE FEES

	Licence Fee	Licence Term
ADULT ENTERTAINMENT STORE	340.00	per annum
AMUSEMENT PARK	5,025.00	per annum
ANIMAL/VETERINARY HOSPITAL	253.00	per annum
ANTIQUE DEALER	136.00	per annum
APARTMENT BUILDING	67.00	per annum per dwelling unit (EXCEPT that a dwelling unit that is actually occupied by the owner of the premises, or a dwelling unit that is leased for 99 years or more and the lessee is eligible for and has received the Provincial Home Owner Grant for the preceding year, shall not be included in the calculation of the fee payable)
ARCADE, EXHIBIT or SHOOTING GALLERY	340.00	per annum
ARTIST LIVE/WORK STUDIO	136.00	per annum
ARTS AND CULTURE INDOOR EVENT		
a) 31 to 60 persons	25.00	per event
b) 61 to 150 persons	100.00	per event
c) 151 to 250 persons	150.00	per event
AUTO DEALER	165.00	per annum
AUTO PAINT/BODY SHOP	136.00	per annum
AUTO PARKING	136.00	per annum

AUTO WASHING	136.00	per annum
BACKYARD PAY PARKING	126.00	per annum for the first 2 spaces, and
	55.00	for each additional space
BANK MACHINE	55.00	per annum
BARBER SHOP OR BEAUTY SALON	250.00	per annum
BEAUTY AND WELLNESS CENTRE	322.00	per annum
BED AND BREAKFAST ACCOMMODATION	46.00	per annum
BILLIARD-ROOM KEEPER	274.00	per annum
BODY-RUB PARLOUR, BODY-PAINTING STUDIO & MODEL STUDIO	10,391.00	per annum
BOOK AGENT	165.00	per annum
BOTTLE DEPOT	165.00	per annum
BOWLING ALLEY	253.00	per annum
C.N.I.B. CONCESSION STAND	1.00	per annum
CANVASSER	136.00	per annum
CARPET/UPHOLSTERY CLEANER	165.00	per annum
CASINO - CLASS 1	265.00	per annum
CASINO - CLASS 2	11,895.00	per annum
CATERER	364.00	per annum
CHIMNEY SWEEP	165.00	per annum
CLUB	10.00	per annum

CLUB MANAGER	136.00	per annum
COIN-OPERATED SERVICES	364.00	per annum
COMMUNITY ASSOCIATION	2.00	per annum
COMPASSION CLUB	1,000.00	per annum
CONTRACTOR	165.00	per annum
COURIER/MESSENGER	136.00	per annum
DAIRY	364.00	per annum
DANCE HALL	274.00	per annum
DANCING ACADEMY	165.00	per annum
DATING SERVICE	165.00	per annum
DRY CLEANER	136.00	per annum
DUPLEX	65.00	per annum for each dwelling unit (EXCEPT that no license is required for a dwelling unit that is actually occupied by the owner of the premises)
DWELLING UNIT that a person rents, intends to rent, or customarily rents to a tenant except for a dwelling unit for which a fee is payable under another part of this Schedule A	65.00	per annum
ELECTRICIAN	136.00	per annum
EXHIBITION		
(a) Circus or Rodeo EXCEPT that where the Circus or Rodeo is to be held or exhibited entirely within a permanent building, the fee shall be	155.00 312.00 2,927.00	per day per week per annum
(b) Horse Racing	11,895.00	per annum

(c)	Automobile or Motorcycle Racing	155.00	per day
		312.00	per week
		1,190.00	per annum
(d)	Concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a license, where the capacity of the facility.....		
	(A) does not exceed 500 seats	136.00	per day or
		268.00	per week or
		2,927.00	per annum
	(B) is greater than 500 seats but does not exceed 1000 seats	155.00	per day or
		312.00	per week or
		2,743.00	per annum
	(C) is greater than 1000 seats but does not exceed 2000 seats	183.00	per day or
		364.00	per week or
		3,658.00	per annum
	(D) exceeds 2000 seats	210.00	per day or
		413.00	per week or
		4,212.00	per annum
	EXCEPT that where no part of the proceeds from any event listed in (c) or (d) enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event, the fee shall be		
		37.00	per day or
		46.00	per week or
		1,829.00	per annum

(e) Boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned	155.00	per day or
	312.00	per week or
	2,743.00	per annum
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 1	15.35	Per annum per seat,
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 2		based on the number
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 3		of seats set out on
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 4		the Provincial liquor
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 5		license for the
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 6		establishment,
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 7		except that despite
		the number of seats,
		the minimum fee will
		be \$136.00 and the
		maximum fee will be
		\$20,783.00
FAMILY SPORTS AND ENTERTAINMENT CENTRE	326.00	per annum
FARMERS' MARKET	10.00	per annum
FINANCIAL INSTITUTION	1,391.00	per annum
FITNESS CENTRE - CLASS 1	136.00	per annum
FITNESS CENTRE - CLASS 2	253.00	per annum
FUND RAISER	165.00	per annum
GASOLINE STATION	204.00	per annum
HAIR STYLIST	136.00	per annum
		per chair
HAIRDRESSER	136.00	per annum
		per chair
HEALTH CARE OFFICE	136.00	per annum
HEALTH ENHANCEMENT CENTRE	254.00	per annum

HEMECRAFT	69.00	per annum
HOTEL	69.00	per annum, plus
	65.00	per annum per dwelling unit
HOTEL	48.00	per annum per housekeeping unit
	32.00	per annum per sleeping unit
INTER-MUNICIPAL BUSINESS LICENCE	250.00	per annum
JANITOR SERVICE	165.00	per annum
JUNK DEALER, MOBILE	136.00	per annum
KENNEL	136.00	per annum
LATE NIGHT DANCE EVENT	297.00	per event with patron capacity of less than 350
LATE NIGHT DANCE EVENT	523.00	per event with patron capacity of 350 or more but less than 750
LATE NIGHT DANCE EVENT	894.00	per event with patron capacity of 750 or more but less than 2000
LATE NIGHT DANCE EVENT	1,190.00	per event with patron capacity of 2000 or more
LAUNDRY (with equipment)	253.00	per annum
LIMITED SERVICE FOOD ESTABLISHMENT	493.00	per annum
LIQUOR DELIVERY SERVICE	165.00	per annum
LIQUOR RETAIL STORE	379.00	per annum
LIVERY AND FEED STABLES	253.00	per annum
LOCKSMITH	165.00	per annum
MANUFACTURER	136.00	per annum

MANUFACTURER - FOOD	714.00	per annum
MARINA OPERATOR	237.00	per annum plus
	1,262.00	for each occupied live-aboard boat 21 feet or less in length, at water line, plus
	1,527.00	for each occupied live-aboard boat more than 21 feet but not more than 26 feet in length, at water line, plus
	1,719.00	for each occupied live-aboard boat more than 26 feet but not more than 31 feet in length, at water line, plus
	1,961.00	for each occupied live-aboard boat more than 31 feet but not more than 37 feet in length, at water line, plus
	2,163.00	for each occupied live-aboard boat which is more than 37 feet in length at water line.
MILK VENDOR	253.00	per annum
MOVING TRANSFER SERVICE	136.00	per annum
MULTIPLE CONVERSION DWELLING	65.00	per annum per dwelling unit
	48.00	per annum per housekeeping unit

MULTIPLE CONVERSION DWELLING	32.00	per annum per sleeping unit (EXCEPT that a dwelling unit, sleeping unit or house keeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)
NEWSPAPER VENDING MACHINE	36.00	per annum per machine
NON-PROFIT HOUSING	136.00	per annum
ONE-FAMILY DWELLING which is leased to and occupied by persons other than the building's owner	65.00	per annum
PACIFIC NATIONAL EXHIBITION - Annual Fair	16,658.00	per annum
PAINTER	136.00	per annum
PAWNBROKER	2,113.00	per annum
PEDDLER	136.00	per annum
PEDDLER - FOOD	253.00	per annum
PERSONAL CARE HOME	32.00	per annum per licensed bed
PET STORE	253.00	per annum
PLUMBER	136.00	per annum
PSYCHIC OR ASTROLOGICAL SERVICE	165.00	per annum
PUBLIC MARKET OPERATOR	1,408.00	per annum
PUBLIC MARKET OPERATOR who operates on a temporary basis only	496.00	per day
RENTAL DEALER	136.00	per annum
RESIDENTIAL RENTAL UNIT	65.00	per annum

RESTAURANT - CLASS 1	714.00	per annum
RESTAURANT - CLASS 1 with Liquor Service	714.00 +9.10 per seat	per annum
RESTAURANT - CLASS 2	714.00	per annum
RESTAURANT - CLASS 2 with Liquor Service	714.00 +9.10 per seat	per annum
RETAIL DEALER	136.00	per annum
RETAIL DEALER - FOOD	253.00	per annum
RETAIL DEALER - GROCERY	813.00	per annum
RETAIL DEALER - MARKET: 50,000 sq. ft. premises	4,060.00	per annum
RETAIL DEALER - MEDICAL MARIJUANA- related	30,000.00	per annum
ROOMING HOUSE	32.00	per annum per sleeping unit (EXCEPT that a sleeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)
SCAVENGER	274.00	per annum
SCHOOLS - BUSINESS OR TRADE	253.00	per annum
SCHOOLS - PRIVATE	253.00	per annum
SCRAP METAL RECYCLER	136.00	per annum
SECOND-HAND DEALER -CLASS 1	2,113.00	per annum
SECOND-HAND DEALER -CLASS 2	1,161.00	per annum
SECOND-HAND DEALER-CLASS 3	801.00	per annum

SECOND-HAND DEALER -CLASS 4	303.00	per annum
SECOND-HAND DEALER -CLASS 5	303.00	per annum
SECOND-HAND DEALER -CLASS 6	499.00	per annum
SOCIAL ESCORT	165.00	per annum
SOCIAL ESCORT SERVICE	1,228.00	per annum
SOLICITING FOR CHARITY	10.00	per annum
SPECIALTY WINE STORE	253.00	per annum
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 1	5.65	per annum per seat, based on the number of seats set out on the Provincial liquor license for the establishment, except that despite the number of seats, the minimum fee will be \$136.00 and the maximum fee will be \$2,843.00
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS- 2		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 3		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 4		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 5		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 6		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 7	5.65	per annum per seat, based on the number of seats set out on the Provincial liquor license for the establishment, except that despite the number of seats, the minimum fee will be \$136.00 and the maximum fee will be \$438.00
STEAM BATH/MASSAGE PARLOUR	274.00	per annum
STREET VENDOR	136.00	per annum
SWIMMING POOL located in a hotel, apartment building, club, health spa or other business required to be licensed under this By-law	731.00	per annum
TALENT/MODEL AGENCY	165.00	per annum

TANNING/SKIN CARE SALON	253.00	per annum
TATTOO PARLOUR	253.00	per annum
TAXICAB PREMISES	136.00	per annum
THEATRE	253.00	per annum
TRAILER COURT	230.00	per annum per space
TRANSIENT PEDDLER OR TRANSIENT TRADER	676.00 3,293.00	per week or per annum
UNDERTAKER	253.00	per annum
VENDING MACHINE	17.00	per annum per machine
VENUE	5.65	per annum per seat except that despite the number of seats, the minimum fee will be \$65.00 and the maximum fee will be \$438.00
WAREHOUSE OPERATOR	136.00	per annum
WAREHOUSE OPERATOR - FOOD	364.00	per annum
WEDDING CHAPEL	357.00	per annum
WHOLESALE DEALER	136.00	per annum
WHOLESALE DEALER - FOOD	364.00	per annum
WINDOW CLEANER	136.00	per annum
ANY BUSINESS, TRADE, PROFESSION OR OTHER OCCUPATION NOT SPECIFIED HEREIN	136.00	per annum
TRANSFER OF A LICENSE	136.00	
NON-REFUNDABLE PORTION OF FEE	82.00	per license where the applicable fee is greater than \$82.00
LATE PAYMENT FEE	40.00	or 10% of the license fee, whichever is greater

SCHEDULE B

MISCELLANEOUS SERVICE FEES

PART 1

Application fee for comments on
a new liquor licence or a permanent
amendment to the liquor license

Fee

Base fee	\$875.00
Incremental Fees:	
Neighbourhood notification	\$1,052.00
Staff-held neighbourhood public meeting	\$1,811.00
Telephone survey	\$992.00

PART 2

Application fee for comments on
temporary amendment to liquor licence

Fee

Term

Application fee for comments on a temporary amendment to liquor license requesting later closing hours of operation	\$0.40	per night per seat except that, despite the number of seats or the number of nights, the minimum fee will be \$86.00 and the maximum fee will be \$584.00
Application processing fee for comments on a temporary amendment to liquor license requesting earlier opening hours of operation	\$86.00	
Application processing fee for comments on a temporary amendment to liquor license requesting any other change to a liquor license	\$86.00	
Application processing fee for comments on new liquor license or a permanent or temporary amendment to a liquor license requesting liquor service hours past midnight, or patron participation entertainment, for food primary establishments	\$86.00	

PART 3

Application fee (section 6.3)	\$53.00
Request for copy of license (section 7.1)	\$5.00
Request for change of business name or business trade name (section 7.2)	\$10.00
Request for change of business address under license (section 7.3)	\$22.00
Request for change in business license category (section 7.4)	\$10.00
Temporary license fee for standard hours liquor establishment [Section 19.2A(10)]	\$86.00

EXPLANATION**Vehicles for Hire By-law amending By-law
Re: 2016 fees**

The attached By-law will implement Council's resolution of September 30, 2015, to amend the Vehicles for Hire By-law to increase fees for 2016.

Director of Legal Services
November 17, 2015



BY-LAW NO. _____

**A By-law to amend Vehicles for Hire By-law No. 6066
regarding 2016 fees**

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

1. Council:

- (a) repeals Schedule A, and substitutes Schedule A attached to this By-law; and
- (b) approves the fees set out in the new Schedule A.

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 January 1, 2016.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

Year 2016 Vehicles for Hire License Fees

SCHEDULE A

A classification of carriers and respective license fees payable by such person.

The following license fees are payable by every person owning or operating any of the following vehicles for hire in the City of Vancouver:

Airport Shuttle Bus	Per annum for each vehicle	\$ 82.00
Airport Transporter	Per annum for each vehicle	\$170.00
Antique Limousine	Per annum for each vehicle	\$213.00
Bus Limousine	Per annum for each vehicle	\$213.00
Charter Bus	Per annum for each vehicle	\$170.00
Charter Van	Per annum for each vehicle	\$170.00
Courier Bicycle	Per annum for each vehicle	\$ 18.00
Driver Instruction Vehicle	Per annum for each vehicle	\$170.00
Dual Taxicab	Per annum for each vehicle	\$559.00
Handicapped Cab	Per annum for each vehicle	\$170.00
Horse-Drawn Carriage	Per annum for each vehicle	\$558.00
Luxury Limousine	Per annum for each vehicle	\$213.00
Motor Stage	Per annum for each vehicle	\$170.00
Part-time Taxicab	Per annum for each vehicle	\$559.00
Pedicab	Per annum for each vehicle	\$170.00
For each person operating a leased pedicab on a daily fee basis	Per annum	\$ 11.00
School Cab	Per annum for each vehicle	\$170.00
School Shuttle Van	Per annum for each vehicle	\$170.00
Sedan Limousine	Per annum for each vehicle	\$213.00
Sport Utility Limousine	Per annum for each vehicle	\$213.00

Stretch Limousine	Per annum for each vehicle	\$213.00
Taxicab	Per annum for each vehicle	\$559.00
Taxicab operating under a temporary permit approved by the Passenger Transportation Board	Per annum for each vehicle	\$279.00
If used also for displaying advertising material, for each taxicabs so used, additional fee	Per annum for each vehicle	\$ 36.00
Tow Truck	Per annum for each vehicle	\$170.00
U-Drive	Per annum for each vehicle with 4 or more wheels	\$ 47.00
	Per annum for each vehicle with less than 4 wheels	\$ 12.00
Unless otherwise provided herein, the license fee to operate a vehicle licensed for one purpose shall be \$77.00 for each additional purpose authorized by this By-law		\$ 77.00

Administrative costs

Transfer of License - Section 11(4)	\$136.00
Replacement Plate - Section 12(4)	\$ 23.00
Bicycle Courier Testing - Section 15(1)	\$ 37.00

EXPLANATION**Animal Control By-law amending By-law
Re: 2016 fee increases**

The attached by-law will implement Council's resolution of September 30, 2015 to amend the Animal Control By-law regarding fee increases for 2016.

Director of Legal Services
November 17, 2015



BY-LAW NO. _____

**A By-law to amend Animal Control By-law No. 9150
regarding 2016 fee increases**

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

1. Council:
 - (a) repeals Schedule A, and substitutes for it Schedule A attached to this By-law, which new Schedule A is to form part of the Animal Control By-law; and
 - (b) approves the fees set out in the new Schedule A.
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 January 1, 2016.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

Year 2016 Animal Control Fees and Charges

SCHEDULE A

Part 1 - License Fees

Dog	\$41.00
Replacement dog tag	\$5.00

Part 2 - Impound Fees

Impound of licensed dog	\$89.00
Impound of unlicensed dog	\$174.00
Impound of licensed aggressive dog	\$322.00
Impound of unlicensed aggressive dog	\$411.00
Impound of fowl, other bird, rabbit, or rodent	\$16.00
Impound of reptile or other animal	\$89.00

Part 3 - Maintenance Charges

Maintenance of dog	\$22.00 per day
Maintenance of aggressive dog	\$30.00 per day
Maintenance of fowl, other bird, rabbit or rodent	\$5.00 per day
Maintenance of reptile or other animal	\$31.00 per day
Exotic Bird (Amazon Parrot; African Grey; Cockatoo; Conure; Lorikeet and Macaw)	\$16.00 per day

Part 4 - Fees for Services

General cremation under 10 pounds	\$31.00
General cremation 11 to 65 pounds	\$56.00
General cremation 66 to 150 pounds	\$91.00
Private cremation under 10 pounds	\$64.00
Private cremation 11 to 65 pounds	\$101.00

Private cremation 66 to 150 pounds	\$135.00
Cost to pick-up animal under 150 pounds for cremation	\$30.00
Cremation Urn	\$23.00

Part 5 - Adoption Fees

Dog up to 7 years of age	\$281.00
Dog 7 or more years of age and Dog with on-going medical conditions	\$86.00
Ferret	\$58.00
Rabbit, chinchilla and hedgehog	\$31.00
Guinea pig	\$16.00
Parakeet and Lovebird	\$16.00
Budgie and Finch	\$10.00
Pigeon and Dove	\$5.00
Farm Poultry (chicken, rooster, duck)	\$5.00
Mouse, rat, hamster, gerbil and degu	\$5.00

EXPLANATION**Mountain View Cemetery By-law amending By-law
Re: 2016 fees and miscellaneous amendments**

Enactment of the attached By-law will implement Council's resolution of September 30, 2015, to increase fees for 2016.

Director of Legal Services
November 17, 2015



BY-LAW NO. _____

**A By-law to amend Mountain View Cemetery By-law No. 8719
Regarding 2016 fees**

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

1. Council
 - (a) repeals Schedule B, and substitutes for it Schedule B attached to this By-law, and approves the fees and charges set out in Schedule B attached to this By-law, which Schedule B is to form part of the Mountain View Cemetery By-law.
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 January 1, 2016.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

**SCHEDULE B
MOUNTAIN VIEW CEMETERY
2016 FEES AND CHARGES**

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
<u>NICHES</u>			
Columbaria - Upper Rows	\$ 4,140.00	\$ 460.00	\$ 4,600.00
Columbaria - Second Row from bottom	\$ 3,420.00	\$ 380.00	\$ 3,800.00
Columbaria - Bottom Row	\$ 2,880.00	\$ 320.00	\$ 3,200.00
Urn - Use of the interior/niche space	\$22,500.00	\$2,500.00	\$25,000.00
Family Columbaria - 6 Niche unit	\$27,900.00	\$3,100.00	\$31,000.00
Family Columbaria - capacity up to 10 urns	\$36,000.00	\$4,000.00	\$40,000.00
Family Columbaria - capacity > 10 urns	\$45,000.00	\$5,000.00	\$50,000.00

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
<u>IN-GROUND CREMATED REMAINS SITE</u>			
Standard - Allowing 2 interments	\$2,700.00	\$ 900.00	\$3,600.00
Standard - Allowing 4 interments	\$4,275.00	\$1,425.00	\$5,700.00
Premium Area - Allowing 2 interments	\$3,450.00	\$1,150.00	\$4,600.00
Premium Area - Allowing 4 interments	\$5,325.00	\$1,775.00	\$7,100.00
Feature Area - Allowing 2 interments	\$4,125.00	\$1,375.00	\$5,500.00
Feature Area - Allowing 4 interments	\$6,675.00	\$2,225.00	\$8,900.00
Feature Area - Estate Lot - 8 interments	\$15,000.00	\$5,000.00	\$20,000.00

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
<u>CASKET GRAVE</u>			
Adult Grave - Flat Marker Area	\$17,250.00	\$5,750.00	\$23,000.00
Adult Grave - Upright Monument area	\$18,750.00	\$6,250.00	\$25,000.00
Infant Grave - (<24" casket)	\$ 0.00	\$ 0.00	\$ 0.00

	<u>Installation</u>	<u>Care Fund</u>	<u>Total</u>
<u>FLAT MARKER INSTALLATION</u>			
Flat Marker (up to 12" x 20")	\$115.00	\$125.00	\$240.00
Flat Marker (16" x 28" and larger)	\$145.00	\$125.00	\$270.00

	<u>Supply/Install</u>	<u>Care Fund</u>	<u>Total</u>
<u>FOUNDATIONS, MARKERS & MONUMENTS</u>			
Concrete footing on 1 lot only	\$125	\$150	\$3.50 / Linear inch of base
Concrete footing spanning 2 or more lots	\$125 / lot	\$100 / lot	Per COV Concrete crew
Granite foundation on 1 lot only	\$175	\$150	\$8.50 / Linear inch of base
Granite foundation Spanning 2 or more lots	\$150 / lot	\$100 / lot	\$13.50 / Linear inch of base

	<u>Supply/Install</u>	<u>Care Fund</u>	<u>Total</u>
<u>OTHER MEMORIAL PRODUCTS</u>			
Infant Commemorative Stone	\$195.00	\$100.00	\$295.00

LICENCE DISPOSITION and TRANSFER

Licence Disposition Fee (Transfer Current Site to New Rights Holder)	\$75.00
Site Transfer Fee (Change to equivalent site)	License Disposition Fee
Site Transfer Fee - Upgrade (to higher value site)	Current fee for NEW site
PLUS:	License Disposition Fee
LESS:	Current Fee for returned site
Site Transfer Fee - Downgrade (to lower value site)	Current fee for NEW site
PLUS:	License Disposition Fee
LESS:	Amount paid for returned site

INTERMENT OF REMAINS

Adult Casket - Single Depth	\$1,180.00
Adult Casket - Deep	\$2,140.00
Child Casket (<18 years old and container up to 48" long)	\$ 310.00
Infant Casket (<1 year old and container up to 24" long)	\$ 160.00
Miscarried (or Cremated) Remains of Infant/Stillborn (< 1 month old)	\$ 0.00
Cremated Remains (in ground)	\$ 485.00
Cremated Remains (in-niche)	\$ 375.00
Cremated Remains (scattering)	\$ 325.00
Additional Cremated Remains (concurrent interment)	\$ 175.00
Extra Niche interment (beyond original licenced capacity)	\$1,600.00
Commemoration Only - no interment (for MVC memorials)	\$ 200.00
Re-open Grave for Casket (in addition to Adult Casket fee)	\$ 535.00

OVERTIME INTERMENTS (in addition to INTERMENT fee)

Cremated Remains	\$ 300.00
Casket	\$1,000.00

OTHER MEMORIAL SERVICES

Inscription - Niche or Memorial panel	\$295.00
Single Niche Panel	\$235.00
Double Niche Panel	\$350.00
Triple Niche Panel	\$470.00

MEMORIAL REINSTALLATION

Flat Marker (9" x 12" or 10" x 18" or 12" x 20")	\$115.00
Flat Marker (16" x 28" or 18" x 30")	\$145.00

DISINTERMENT AND EXHUMATION

Exhumation - Adult Casket - Inter. Fee plus	\$535.00
Exhumation - Child Casket - Inter. Fee plus	\$270.00
Exhumation - Infant Casket - Inter. Fee plus	\$270.00
Exhumation - Cremated Remains (in-ground)	\$345.00
Exhumation - Cremated Remains (from niche)	\$270.00
Exhumation and Re-inter Cremated Remains (Concurrent - credit applied to combined exhumation and interment fee)	\$(160.00)

CELEBRATION HALL RENTAL

Standard 3-hour Rental (during regular office hours)	\$465.00
Extended 5-hour Rental (during regular office hours)	\$665.00
Extended 3-hour Rental (outside regular office hours)	\$740.00
Each Additional Hour (outside regular office hours)	\$150.00
Per Service Person (up to 4 hours)	\$150.00
Per Service Person (each additional hour)	\$ 40.00

OTHER PRODUCTS AND SERVICES

Installation only of Casket Vault or Liner - Single Depth	\$345.00
Installation only of Cremated Remains Vault or Liner	\$140.00
Supply Flower Container	\$ 55.00
Install Flower Container	\$ 35.00
Administration Fee	\$ 50.00

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1412-1424 East 41st Avenue**

After the public hearing on February 18, 2014, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 1412-1424 East 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
November 17, 2015

1412-1424 East 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-671 (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 (620).

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 (620), 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 Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, and Museum or Archives;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law except that no portion of the first storey of a building to a depth of 10.7 m from the north wall of the building and extending across its full width shall be used for residential purposes except for entrances to the residential portion;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Manufacturing Uses, limited to Jewellery Manufacturing and Printing and Publishing;
- (e) Office Uses;

- (f) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (g) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Print Shop, Repair Shop - Class A, Repair Shop Class - B, Restaurant - Class 1, Restaurant - Class 2, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Wedding Chapel;
- (h) Utility and Communication Uses, limited to Public Utility or Radiocommunication Station; and
- (i) Accessory uses customarily ancillary to the uses permitted in this Section 2.2.

Floor area and density

3.1 Computation of floor space ratio must assume that the site consists of 1,310 m², being the site size at the time of the application for the rezoning evidenced by this By-law.

3.2 Floor space ratio for all uses must not exceed 2.42.

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

3.4 Computation of floor area must include:

- (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) 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 sun deck exclusion 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;
- (c) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (d) 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, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length;

- (e) amenity areas, including child day care facilities, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10 % of the total permitted floor area, provided that for child day care facilities the Director of Planning, on the advice of the Director of Social Planning, is satisfied that there is a need for a day care facility in the immediate neighbourhood; and
- (f) 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.

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

Building height

4. Building height, measured from base surface, must not exceed 14.35 m.

Horizontal angle of daylight

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

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

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

5.4 If:

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

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

5.5 An obstruction referred to in section 5.2 means:

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

- (b) the largest building permitted under the zoning on any site adjoining CD-1 (620).

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. A development permit application for dwelling uses shall 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

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

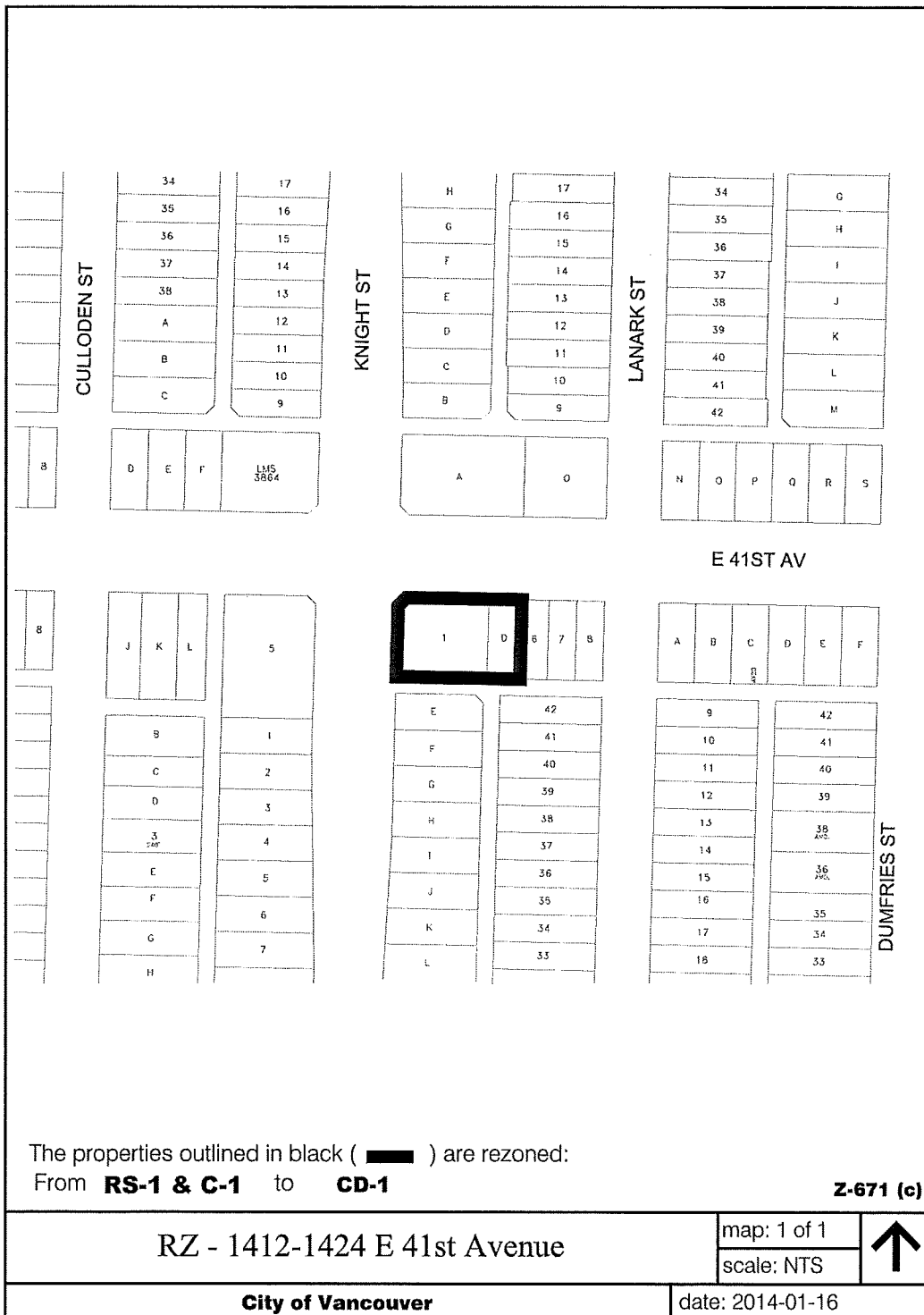
8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2015

Mayor

City Clerk

Schedule A



EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 1910 Ferndale Street**

Pursuant to development permit application DE418591, the Owner of 1910 Ferndale Street has applied to redevelop the Lands with a four storey mixed-use building including 27 rental dwelling units on the second, third and fourth floors, pursuant to the City's secured market rental housing policy and program known as Rental 100: Secured Market Rental Housing. The Director of Planning has conditionally approved such application subject to the condition that the Owner, among other matters, make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement securing all residential units as secured market Rental Housing units pursuant to Section 3.1A of the Vancouver Development Cost Levy By-law for the life of the building or 60 years, whichever is longer, and to include registrable covenants in respect of such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, subject to such rentals being made available as market rental housing units at rates approved by the Chief Housing Officer and on such other terms and conditions as are satisfactory to the Director of Legal Service, and the Chief Housing Officer.

A Housing Agreement under the Rental 100 Program has been accepted and signed by the owner applicant. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services
November 17, 2015

1910 Ferndale Street



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1910 Ferndale Street**

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

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

PID: 029-449-707

Lot 1
Block 48
District Lot 184
Group 1 New Westminster District
Plan EPP45138

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 _____, 2015

Mayor

City Clerk

TERMS OF AGREEMENT - PART 2

RENTAL 100 HOUSING AGREEMENT AND BUILDING USE COVENANT 1910 Ferndale Street

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
 - (i) the Transferor, Benedet Properties (Victoria Drive) Ltd., is called the "**Owner**"; and
 - (ii) the Transferee, City of Vancouver, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner has applied, pursuant to development permit application no. DE418591, to redevelop the Lands with a four storey mixed-use building including 27 rental dwelling units on the second, third and fourth floors, pursuant to the City's secured market rental housing policy and program known as Rental 100: Secured Market Rental Housing;
- D. The Director of Planning has conditionally approved such application subject to the condition that the Owner, among other matters:

"Make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement securing all residential units as secured market Rental Housing units pursuant to Section 3.1A of the Vancouver Development Cost Levy By-law for the longer of 60 years or life of the building, subject to the following additional conditions:

 - (i) a no separate-sales covenant;
 - (ii) a non-stratification covenant;
 - (iii) that none of such units will be rented for less than one month at a time;
 - (iv) that a portion of the residential units must have two or more bedrooms and be designed to meet the City's "High Density Housing for Families with Children Guidelines";
 - (v) that a rent roll must be provided by the Owner which indicates the agreed initial monthly rents for each rental unit when the Housing Agreement is entered into;
 - (vi) that the average initial starting monthly rents for each unit type will be at or below the following proposed starting rents, subject to any increases allowed by the Vancouver Development Cost Levy By-law (the "**DCL By-law**"):

Unit Type	1910 Ferndale Street Proposed Average Starting Rents
1-bedroom	\$1,561
2-bedroom	\$1,972
3-bedroom	\$2,338

- (vii) that the Owner covenants to, prior to issuance of an Occupancy Permit, submit a finalized Rent Roll to the satisfaction of the Chief Housing Officer and the Director of Legal Services that reflects the agreed initial monthly rents as of occupancy, allowing rents to be increased annually from the time of Development Permit issuance to Occupancy Permit issuance, on either a per unit or a per square foot basis; and
- (viii) on such other terms and conditions as the Chief Housing Officer and the Director of Legal Services may in their sole discretion require”; and

E. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:

- (a) **“Agreement”** means this Rental 100 Housing Agreement and Building Use Covenant, including the foregoing recitals and all schedules hereto;
- (b) **“Building Permit”** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **“Chief Housing Officer”** means the chief administrator from time to time of the Housing Policy and Projects Department and his/her successors in function and their respective nominees;
- (d) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (e) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;

- (f) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **“DCL By-law”** has the meaning ascribed in Recital D;
- (h) **“Development Permit”** means the development permit issued by the City authorizing the development of the Lands pursuant to development permit application no. DE418591;
- (i) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (j) **“Dwelling Unit”** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (l) **“For-Profit Affordable Rental Housing”** means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Dwelling Units, and **“For-Profit Affordable Rental Housing Unit”** means any one of such units;
- (m) **“Land Title Act”** means the Land Title Act, R.S.B.C. 1996, c. 250;
- (n) **“Lands”** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (o) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) **“New Building”** means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (q) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;

- (r) “**Owner**” means the registered owner of the Lands as of the Effective Date, namely Benedet Properties (Victoria Drive) Ltd., and its successors and permitted assigns;
- (s) “**Replacement Dwelling Unit**” has the meaning ascribed to that term Section 2.1(c);
- (t) “**Residential Tenancy Act**” means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (u) “**Owner’s Personnel**” means any and all of the directors, officers, employees, agents, nominees, contractors and subcontractors of the Owner;
- (v) “**Rental Housing**” means a residential unit which is not occupied by the Owner of the same, but which is made available by such Owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (w) “**Term**” means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (x) “**Vancouver Charter**” means the Vancouver Charter S.B.C. 1953, c. 55; and
- (y) “**Vancouver DCL By-law**” means the City’s Vancouver Development Cost Levy By-law No. 9755.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

- (d) References. References to the or this “**Agreement**” and the words “**hereof**” “**herein**” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) Time. Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2

USE OF LANDS AND NEW BUILDING

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that, during the Term:
- (a) the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) it will construct, fit and finish the New Building containing 27 Dwelling Units and related amenity and parking spaces, in accordance with the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (c) all Dwelling Units will be used only for the purpose of providing For-Profit Affordable Rental Housing, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Dwelling Unit

hereinafter referred to as a “**Replacement Dwelling Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City;

- (d) not less than 41% of the Dwelling Units (or Replacement Dwelling Unit, as applicable) will have two or more bedrooms and not less than 4% of the Dwelling Units (or Replacement Dwelling Unit, as applicable) will have three or more bedrooms, and such units will be designed to meet the City’s “High Density Housing for Families with Children Guidelines”;
- (e) it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Dwelling Units (or Replacement Dwelling Unit, as applicable) for a term of less than one month at a time;
- (f) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any of the Dwelling Units (or any Replacement Dwelling Unit, as applicable) to be sold or otherwise transferred unless beneficial and registered title to every one of the Dwelling Units (or each Replacement Dwelling Unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner, and subject to Section 8.8;
- (g) it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided by subdivision plan or strata plan;
- (h) that any sale of any Dwelling Unit (or any Replacement Dwelling Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), 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) it will keep and maintain the New Building (or any replacement building(s) on the Lands, as applicable) and all parts thereof in good repair and in a safe, clean, neat and tidy condition;
- (j) if the New Building or any part thereof is damaged, it 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;
- (k) it will insure the New Building (or any replacement building(s) on the Lands, as applicable) to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner for the Dwelling Units are as set forth in rent roll attached hereto as Schedule A; however

such rents may be escalated annually as permitted by the DCL By-law, from the time of Development Permit issuance to Occupancy Permit issuance; and

- (m) in the event of the substantial or complete destruction or demolition of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the duration of the Term.

ARTICLE 3 BUILDING PERMIT RESTRICTION ON THE LANDS

3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the Chief Housing Officer confirming the rents proposed to be charged to the first occupants of the Dwelling Units following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable under the DCL By-law to For-Profit Affordable Rental Housing when the Building Permit is issued; and
 - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this Article 3.

ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until

such time as the Owner has delivered, to the satisfaction of the Chief Housing Officer:

- (A) a rent roll confirming the rents to be charged to the first occupants of the Dwelling Units following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable as For-Profit Affordable Rental Housing; and
- (B) proof of the insurance required to be taken out pursuant to Section 2.1(k);
- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

ARTICLE 5 RECORD KEEPING

- 5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Dwelling Units (and any Replacement Dwelling Unit, as applicable) as For-Profit Affordable Rental Housing, such records to be to the satisfaction of the Chief Housing Officer. At the request of the Chief Housing Officer, from time to time, the Owner will:
- (a) make these records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).

ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (iii) by reason of the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (iv) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.
- (c) The indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or

- (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- (b) Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 7 NOTICES

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

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

If to the City, addressed to:

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

Attention: Chief Housing Officer, with a concurrent copy to the Director of Legal Services

If to the Owner, addressed to:

Benedet Properties (Victoria Drive) Ltd.
1465 Kootenay Street
Vancouver, BC V5K 4Y3

Attention: Bruno Benedet Jr.

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

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, 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.
- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The

SCHEDULE A -- RENT ROLL

Unit #	Type of Unit (no. of BRS)	Monthly Rental Rate	Size of Unit (net area)
201	2 Bed	\$ 1,905	581 sqft
202	2 Bed	\$ 1,926	644 sqft
203	2 Bed	\$ 1,923	665 sqft
204	1 Bed	\$ 1,814	517 sqft
205	1 Bed	\$ 1,538	437 sqft
206	1 Bed	\$ 1,503	436 sqft
207	1 Bed	\$ 1,503	436 sqft
208	1 Bed	\$ 1,538	437 sqft
209	2 Bed	\$ 1,908	683 sqft
210	2 Bed	\$ 2,012	733 sqft
301	2 Bed	\$ 1,826	581 sqft
302	2 Bed	\$ 1,979	644 sqft
303	2 Bed	\$ 2,137	710 sqft
304	1 Bed	\$ 1,760	517 sqft
305	1 Bed	\$ 1,493	437 sqft
306	1 Bed	\$ 1,459	436 sqft
307	1 Bed	\$ 1,459	436 sqft
308	1 Bed	\$ 1,493	437 sqft
309	2 Bed	\$ 1,908	683 sqft
310	2 Bed	\$ 2,058	733 sqft
401	1 Bed	\$ 1,653	518 sqft
402	2 Bed	\$ 2,105	784 sqft
403	1 Bed	\$ 1,551	437 sqft
404	1 Bed	\$ 1,521	436 sqft
405	1 Bed	\$ 1,521	436 sqft
406	1 Bed	\$ 1,603	437 sqft
407	3 Bed	\$ 2,338	891 sqft

END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 7350 Fraser Street**

After the public hearing on September 16, 2014, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 7350 Fraser 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
November 17, 2015

7350 Fraser 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-682 (f) 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 (621).

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 (621), 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.

Conditions of use

3. The design and layout 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 2,481 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 2.61.

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 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 permitted floor area; and
 - (ii) the balconies must not be enclosed for the life of the building;
- (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 that 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, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) 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 The use of floor area excluded under section 4.4 must not include any purpose other than that which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 14.0 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 (621).

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

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

Acoustics

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

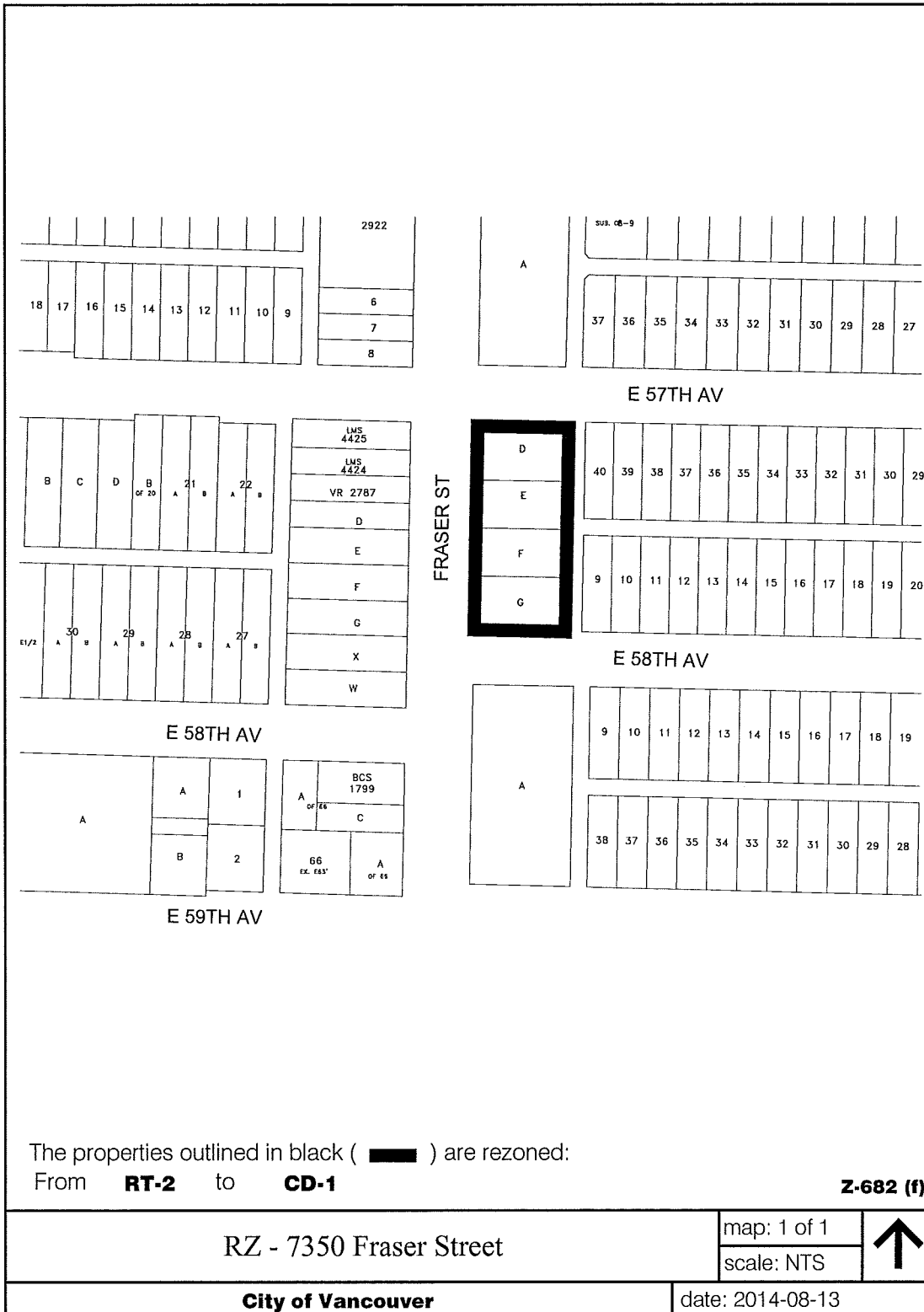
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2015

Mayor

City Clerk

Schedule A

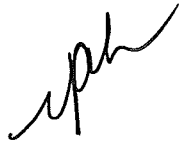


EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 4000 West 11th Avenue**

On November 4, 2015, Council approved an application to re-classify the captioned properties from Category C to Category B of Table 1, of Schedule A to the Subdivision By-law. The attached By-law implements Council's resolution

Director of Legal Services
November 17, 2015

4000 West 11th Avenue



BY-LAW NO. _____

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

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

1. Council amends Table 1, of Schedule A to the Subdivision By-law, in accordance with the plan labeled Schedule A and attached to and forming part of this By-law, by reclassifying the three properties shown in black outline on that plan, from Category C to Category B in accordance with the explanatory legends, notations, and references incorporated thereon.
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 the date of its enactment.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

By-law No. _____ being a By-law to amend By-law No. 5208 being the Subdivision By-law	
W 10TH AV	
CAMOSUN ST	CROWN ST
W 11TH AV	
W 12TH AV	
W 13TH AV	
The properties outlined in black () are reclassified from Category C to Category B on the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law	
4000 West 11th Avenue	
City of Vancouver	
map: 1 of 1 scale: NTS	