

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 1412-1424 East 41st Avenue**

After the public hearing on February 18, 2014, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
December 1, 2015

1412-1424 East 41st Avenue



BY-LAW NO. _____

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

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

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

“CD-1 (620) By-law No. 11374 1412-1424 East 41st Avenue”

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

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

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

After the public hearing on February 18, 2014, Council resolved to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
December 1, 2015

1412-1424 East 41st Avenue



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:
"1412-1424 East 41st Avenue CD-1 (620) By-law No. 11374 B (C-1)"
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

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 1412-1424 East 41st Avenue**

Enactment of the attached By-law will delete 1412-1424 East 41st Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of February 18, 2014 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
December 1, 2015

1412-1424 East 41st 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:

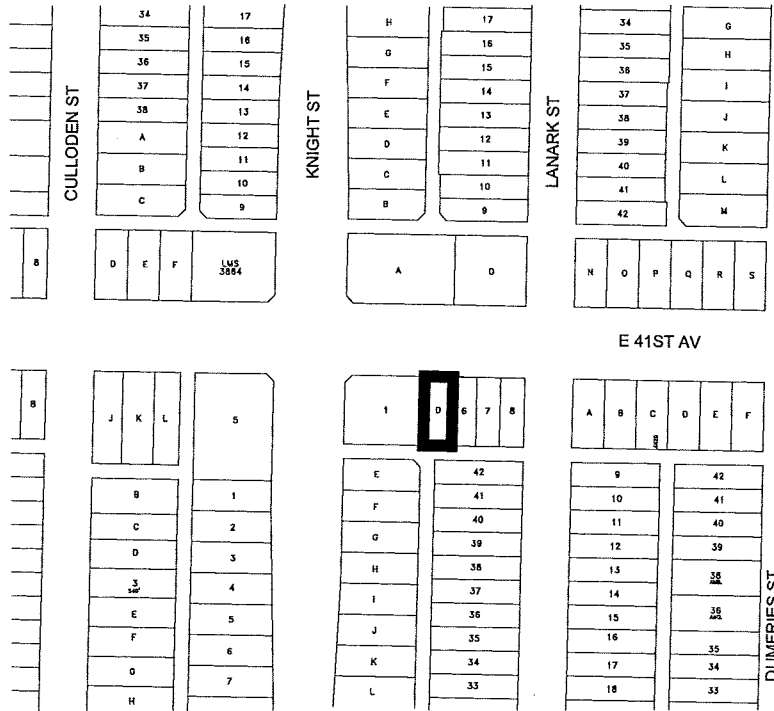
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lot D, Block 1, District Lot 715, Plan 8370; PID 003-168-590, from the RS-1/ RS-3/ RS-3A/ RS-5/ RS-6 maps forming part of Schedule A of the Subdivision By-law.
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

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



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

1424 East 41st Avenue

map: 1 of 1
 scale: NTS



City of Vancouver

EXPLANATION

**Building By-law amending By-law
Re: Fee increases**

The attached By-law will implement Council's resolution of November 17, 2015 to amend the Building By-law to increase fees for 2016.

Director of Legal Services
December 1, 2015

BY-LAW NO. _____

**A By-law to amend
Building By-law No. 10908 to increase fees**

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

1. Council:
 - (a) repeals the Schedule of Fees attached to the Building By-law, and substitutes for it the Schedule of Fees attached to this By-law, which new Schedule of Fees is to form part of the Building By-law; and
 - (b) approves the fees set out in the new Fee Schedule.
2. 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 OF FEES

PART A - BUILDING

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

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

When the estimated cost of the work, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C of this By-law, does not exceed \$5,000 or for the first \$5,000 of the estimated cost of the work \$124.00

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

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

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

- (c) For a permit for temporary OCCUPANCY of a part of a STREET, or of the AIR SPACE immediately ABOVE a part of a STREET, in accordance with Section 1.9. of Book I, Division C and Book II, Division C of this By-law, the daily fee shall be for each 10 m² or part thereof, of STREET or of AIR SPACE part thereof, of STREET or of AIR SPACE immediately above such STREET to be occupied \$2.59

Subject to a minimum fee of \$88.00

- (d) For an OCCUPANCY PERMIT not required by this By-law but requested \$91.00

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

For each DWELLING UNIT \$1,000.00

SCHEDULE OF FEES

	For each sleeping room in a multiple conversion dwelling, hotel or other BUILDING, which is or has been a principal dwelling or residence of a person, family or household	\$1,000.00
(f)	For the demolition of a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3	\$1,000.00
(g)	For the repair of building envelope pursuant to requirements of Book I, Division B, Part 5 for any residential building	Nil
2	The fees hereinafter specified shall be paid to the City as follows:	
(a)	For a required permit inspection for compliance with this By-Law which cannot be carried out during normal working hours and where there is a request to carry out the inspection after hours, the fee to be based on the time actually spent in making such inspection, at a minimum inspection time of four (4) hours, including traveling time:	
	For each hour or part thereof	\$238.00
(b)	For a plan review where an applicant requests in writing that the review be carried out during overtime:	
	For each hour or part thereof	\$250.00
(c)	For each special inspection of a BUILDING or structure to determine compliance with this By-law, and in respect of which no specific fee is otherwise prescribed, the fee to be based on the time actually spent in making the inspection:	
	For each hour or part thereof	\$166.00
(d)	For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$166.00
(e)	For each inspection of a drainage tile system:	
	For a one- or two-family residence	\$207.00
	For all other drain tile inspections:	
	When the estimated cost of the CONSTRUCTION of the BUILDING, being the valuation referred to in Article 1.6.2.3. of	\$385.00

SCHEDULE OF FEES

Book I, Division C and Book II, Division C does not exceed \$500,000		
	When the estimated cost of the work exceeds \$500,000 but does not exceed \$1,000,000	\$646.00
	When the estimated cost of the work exceeds \$1,000,000	\$740.00
(f)	For a review of records pertaining to a BUILDING to provide the status of outstanding orders and other matters concerning the BUILDING:	
	For a one- or two-family residence	\$203.00
	For all other BUILDINGS	\$407.00
(g)	For enabling the viewing of a plan of a BUILDING or a copy of the plan	\$34.00
(h)	For supplying a copy of a plan of a BUILDING, for each page	\$10.00
(i)	For a request to renumber a BUILDING	\$740.00
(j)	For the extension of a BUILDING PERMIT where requested in writing by an applicant pursuant to Article 1.6.7.1. of Book I, Division C and Book II, Division C	50 percent of the original BUILDING PERMIT fee to a maximum of \$306.00
(k)	For the extension of a building permit by Council where requested in writing by an applicant pursuant to Article 1.6.7.4. of Book I, Division C and Book II, Division C	\$1,039.00
(l)	For review of plans, specifications, building materials, procedures or design methods for the purpose of revisions to an application or a permit in accordance with Article 1.5.2.13. and Section 1.6.6. of Book I, Division C and Book II, Division C	
	where the PERMIT relates to a ONE-FAMILY DWELLING or a SECONDARY SUITE	\$166.00
	plus for each hour, or part thereof, exceeding one hour	\$166.00
	where the PERMIT relates to any other BUILDING	\$510.00
	plus for each hour, or part thereof, exceeding one hour	\$259.00

SCHEDULE OF FEES

(m)	For each RE-OCCUPANCY PERMIT after rectification of an UNSAFE CONDITION and related By-law violations	\$155.00
(n)	For review of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of an alternative solution for new construction under Article 2.3.2.1. Book I, Division C	
	for a single application	\$732.00
	for two applications	\$1,430.00
	for three or more applications	\$1,890.00
(o)	For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of existing conditions with mitigating features	
	for a single application	\$458.00
	for two applications	\$864.00
	for three or more applications	\$1,120.00
(p)	For review by the Alternative Solution Review panel	\$2,240.00
(q)	For the evaluation of a resubmission or revised submission made under Clauses (n) or (o) of this Section 2	\$253.00
3	Upon written application of the payor and on the advice of the General Manager of Community Services, the Director of Finance shall refund to the payor, or a designate of the payor, the fees paid pursuant to Clauses (e) and (f) of Section 1:	
(a)	for all demolished dwelling units in a building that will be replaced by a social housing or co-operative development that has received a Project Commitment Letter from the British Columbia Housing Management Commission or the Canada Mortgage and Housing Corporation; and	
(b)	for each demolished dwelling unit that has been replaced by a dwelling unit occupied by rental tenants and not created pursuant to the Strata Property Act.	

SCHEDULE OF FEES

PART B - PLUMBING

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

1. INSTALLATIONS

For the Installation of:

One, two or three FIXTURES.....	\$166.00
Each additional FIXTURE	\$52.00

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

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

Alteration of Plumbing (no FIXTURES involved):

For each 30 metres of piping or part thereof	\$236.00
For each 30 metres of piping or part thereof, exceeding the first 30 metres	\$66.00
Connection of the City water supply to any hydraulic equipment	\$90.00

2. INSPECTIONS OF FIRELINE SYSTEMS:

Hydrant & Sprinkler System:

First two inspections for each 30 m of water supply pipe or part thereof	\$236.00
Each additional inspection for each 30 m of water supply pipe or part thereof....	\$98.00

Sprinklers:

First head, one- or two-family dwelling	\$268.00
First head, all other buildings.....	\$570.00
First head, renovations to existing sprinkler systems.....	\$166.00
Each additional head, all buildings (no limit on number)	\$2.80

SCHEDULE OF FEES

Firelines:

Hose Cabinets.....	\$31.20
Hose Outlets	\$31.20
Wet & Dry Standpipes	\$31.20
Standpipes	\$31.20
Dual Check Valve In-flow Through Devices	\$31.20
Backflow Preventer	\$159.00

Wet & Dry Line Outlets:

Each connection.....	\$31.20
----------------------	---------

NOTE: A Siamese connection shall be considered as two dry line outlets.

Each Fire Pump.....	\$251.00
Each Fire Hydrant.....	\$77.00

3. RE-INSPECTIONS

Each re-inspection due to faulty work or materials.....	\$166.00
---------------------------------------------------------	----------

4. SPECIAL INSPECTIONS

Each inspection to establish fitness of any existing fixture for each hour or part thereof.....	\$166.00
-------------------------------------------------------------------------------------------------	----------

An inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof.....	\$238.00
-------------------------------------------------------------------------------------------------------------------------------------------------------------	----------

5. BUILDING SEWER INSPECTIONS

First two inspections for each 30 m of BUILDING SEWER or part thereof	\$207.00
-----------------------------------------------------------------------------	----------

Each additional inspection for each 30 m of BUILDING SEWER or part thereof	\$106.00
---------------------------------------------------------------------------------	----------

EXPLANATION

**Electrical By-law amending By-law
Re: 2016 Fee increases**

The attached By-law will implement Council's resolution of November 17, 2015 to amend the Electrical By-law to increase fees for 2016.

Director of Legal Services
December 1, 2015

BY-LAW NO. _____

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

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

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

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

When the estimated cost does not exceed \$250	\$62.00
When the estimated cost exceeds \$250 but does not exceed \$500	\$84.00
When the estimated cost exceeds \$500 but does not exceed \$700	\$109.00
When the estimated cost exceeds \$700 but does not exceed \$1,000.....	\$142.00
When the estimated cost exceeds \$1,000 but does not exceed \$10,000.....	\$142.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000	\$47.00
When the estimated cost exceeds \$10,000 but does not exceed \$50,000	\$649.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$10,000.....	\$25.50
When the estimated cost exceeds \$50,000 but does not exceed \$100,000	\$1,830.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$50,000.....	\$15.50
When the estimated cost exceeds \$100,000 but does not exceed \$500,000.....	\$2,720.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$100,000	\$10.75
When the estimated cost exceeds \$500,000 but does not exceed \$1,000,000 ...	\$7,630.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$500,000	\$8.35
When the estimated cost exceeds \$1,000,000	\$12,560.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000,000	\$3.45

2. **The fee for a temporary power permit shall be:**
 - (a) for single and two-family dwellings only, for a permit valid for six (6) months \$168.00
 - (b) for all other uses, for a permit valid for one year \$356.00

3. **The fee for an annual permit for any one commercial or industrial plant or establishment shall be as follows, except that where one person, firm or corporation has more than one plant or establishment, a separate annual permit shall be required for each plant or establishment:**
 - Connected load - 1,000 h.p. or less \$510.00
 - Each 100 h.p. or part thereof exceeding the first 1,000 h.p. \$50.40
 - Subject to a maximum fee of \$4,320.00

- 3A. **Fees for an Electrical Permit for the Entertainment and Film industry**
 - (a) For an annual permit for filming in a single location \$510.00
 - (b) For an annual fee for filming in multiple locations \$997.00
 - (c) For a Temporary permit for filming in single or multiple locations
 - for up to 14 days \$166.00
 - for 15 to 30 days \$332.00
 - for 31 to 60 days \$498.00
 - for 61 to 90 days \$830.00

4. **The fee for an inspection of electrical work to determine compliance with this By-law, to be based on time actually spent in making such inspection, shall be for each hour or part thereof..... \$166.00**

5. **The fee for an inspection of electrical work where errors or omissions were found at a previous inspection shall be \$166.00**

6. **The fee for inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, shall be for each hour or part thereof..... \$238.00**

7. **Fees for an Electrical Permit for installations related to tents or similar structures**
 - (a) Where each installation that is supplied from a portable single-phase generator rated at not more than 5kW \$84.00

- (b) Where each installation that is supplied from a portable generator rated at more than 5 kW or from any other temporary or permanent power source not exceeding 750 V
 - for up to 14 days \$166.00
 - for 15 to 30 days \$332.00
 - for 31 to 60 days \$498.00
 - for 61 to 90 days \$830.00

- (c) Where each installation is supplied from a High Voltage power source \$997.00

EXPLANATION

**Gas Fitting By-law amending By-law
Re: 2016 Fee increases**

The attached By-law will implement Council's resolution of November 17, 2015 to amend the Gas Fitting By-law to increase fees.

Director of Legal Services
December 1, 2015



BY-LAW NO. _____

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

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

1. Council:
 - (a) repeals the Fee Schedule of the Gas Fitting By-law, as referred to in sections 4 and 5 thereof, and substitutes for it the Fee Schedule attached to this By-law as Appendix A, which new Fee Schedule is to form part of the Gas Fitting By-law; and
 - (b) approves the fees set out in the new Fee Schedule attached as Appendix 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

APPENDIX A
FEE SCHEDULE

Domestic Installations:

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

One, two or three appliances	\$166.00
Each additional appliance	\$52.00
Each replacement water heater or gas range	\$92.00

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

Commercial and Industrial Installations

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

65,000 or less	\$201.00
65,001 to 200,000	\$214.00
200,001 to 409,000	\$245.00
Over 409,000.....	\$298.00

in addition to all costs incurred by the inspector.

Vent or Gas Valve or Furnace Plenum (no appliances)

One, two or three units	\$166.00
Each additional unit	\$52.00

Piping Permits (no appliances)

For first 60 m of house piping or part thereof.....	\$169.00
Every 30 m or part thereof exceeding the first 60 m.....	\$61.00

Re-inspections

Each inspection due to faulty work or materials.....	\$166.00
------------------------------------------------------	----------

Special Inspections

To establish the fitness of any existing installations, for each hour or part thereof \$166.00

If conducted with a Plumbing Inspection, for each hour of part thereof..... \$166.00

If outside normal working hours, and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof \$238.00

EXPLANATION**Miscellaneous Fees By-law amending By-law
Re: 2016 Fee increases**

The attached By-law will implement Council's resolution of November 17, 2015 to amend the Miscellaneous Fees By-law to increase fees for 2016.

Director of Legal Services
December 1, 2015



BY-LAW NO. _____

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

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

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

Adopt or Amend an Area Development Plan (ADP)

- 1. For adoption or amendment of an Area Development Plan:
 - Up to 0.4 ha (43,128 sq. ft.) site area \$27,100.00
 - For each additional 100 m² (1,080 sq. ft.) of site area, or part thereof..... \$263.00
 - Maximum fee \$107,900.00

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

- 2. For an amendment to the text of an Official Development Plan and any associated Area Development Plan \$40,700.00

Amend a Regional or Provincial Land Use Designation

- 3. For an amendment of a regional or provincial land use designation \$2,740.00

Research Requests

- 4. For research requests:
 - (a) Research requests requiring up to a maximum of 2 hours of staff time..... \$206.00
 - (b) Extensive research requests (as time and staffing levels permit):
 - For each additional hour or part thereof beyond the 2 hours referred to in clause (a) above..... \$102.00

Site Profile Review

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

Appeal to Board of Variance/Parking Variance Board

- 6. For the filing of an appeal \$426.00

Legality Research Requests

- 7. Provide written information on the approved use of a building in accordance with the Zoning & Development and Vancouver Building Bylaws
 - (a) Residential \$44.10
 - (b) Commercial (one unit only)..... \$44.10

- (c) Commercial and/or mixed use (all units) requiring up to a maximum of 2 hours of staff time \$206.00
- For each additional hour or part thereof beyond the 2 hours referred in Clause (c) above \$102.00

Producing Permit/Document Copies

- 8. Provide paper copies of permits or specific documents from either microfiche or our images database
 - (a) 1 to 3 paper copies \$44.10
 - (b) Each additional copy \$9.00

File Research Environmental

- 9. Provide written information as to whether a property has any contamination or environmental issues \$206.00

Building Grades

- 10. The following fees shall be paid to the City for the review of design elevations of streets or lanes where they adjoin a building site, as required with a Development and/or Building Permit application:
 - (a) Where City of Vancouver Staff are required to complete a survey for the purpose of calculating the design elevations of the required streets and lanes:
 - Length of property abutting street or lane, or both, is
 - Up to 31 m\$1,051.00
 - Over 31 m and up to 90\$1,261.00
 - Over 90 m and up to 150 m.....\$1,786.00
 - Over 150 m and up to 300 m\$2,628.00
 - Over 300 m.....\$3,888.00
 - (b) Where the applicant provides approved building grade survey information to the City for the purpose of calculating the design elevations of the required streets and lanes:
 - Length of property abutting street or lane, or both, is
 - Up to 31 m \$315.00
 - Over 31 m and up to 90 m \$420.00
 - Over 90 m and up to 150 m..... \$525.00
 - Over 150 m and up to 300 m \$735.00
 - Over 300 m.....\$1,156.00

EXPLANATION

**Protection of Trees By-law amending By-law
Re: 2016 Fee increases**

The attached By-law will implement Council's resolution of November 17, 2015 to amend the Protection of Trees By-law to increase fees for 2016.

Director of Legal Services
December 1, 2015



BY-LAW NO. _____

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

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

1. From the Protection of Trees By-law, Council repeals section 4.4 (c), and substitutes:
“4.4 (c) a non-refundable application fee of:
 - (i) \$66.00 for a tree permit to remove the first tree in a 12 month period, and
 - (ii) \$190.00 to remove each subsequent tree during that same 12 month period; and”
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

EXPLANATION

**Secondary Suite Inspection Fee By-law
amending By-law
Re: 2016 Fee increases**

The attached By-law will implement Council's resolution of November 17, 2015 to amend the Secondary Suite Inspection Fee By-law to increase fees.

Director of Legal Services
December 1, 2015



BY-LAW NO. _____

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

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

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

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

- (a) within 60 days of the notification date, the applicant shall pay a fee, including all the inspections referred to in section 1, of \$166.00; or
- (b) more than 60 days after the notification date, the applicant shall pay a fee, including all of the inspections referred to in section 1, of \$498.00.”

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

EXPLANATION

Sign By-law amending By-law Re: 2016 Fee increases

The attached By-law will implement Council's resolution of November 17, 2015 to amend the Sign By-law to increase fees for 2016.

Director of Legal Services
December 1, 2015



BY-LAW NO. _____

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

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

1. From the Sign By-law, Council repeals section 13, and substitutes the table comprising section 13 attached to this By-law as Schedule A.
2. 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 A

Section 13

Fees and Charges

Current Fees

13.1 Permit Application Fee

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

- (a) For each sign requiring a permit..... \$93.00
plus
- (b) For each sign requiring an electrical connection..... \$93.00
plus
- (c) For each sign incorporating a supporting structure..... \$93.00
plus
- (d) For a billboard, free-standing sign or parking lot advertising sign \$93.00

13.2 Additional Inspection Fee

- 13.2.1 Each permit fee described in section 13.1, provides for one field inspection. Where any additional field inspection is required to complete the final inspection on an installation, the fee for each additional inspection shall be..... \$93.00
- 13.2.2 Except where exempted by section 5.2 or 5.3, where any sign has been erected before a permit has been issued for such sign, the fee in Section 13.1 (a), in addition to all other fees, shall be \$450.00

13.3 Permit Fee Refund

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

13.4 Registration Fee

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

- For each sign face \$56.70

13.5 Amendment Application Fee

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

- (a) For an amendment, other than Schedule E, where no more than one section requires amendment..... \$6,670.00
- (b) For an amendment, other than Schedule E, where more than one section requires amendment or where the amendment would allow a type of sign that is not permitted\$10,020.00
- (c) For an amendment to Schedule E:
 - (i) To assign a Comprehensive Development District, at time of creation of the District, to the same sign schedule that applied to the site prior to its Comprehensive Development District zoning..... \$166.00
 - (ii) To assign a Comprehensive Development District to an existing sign schedule with different sign regulations than currently apply to the site \$1,660.00
 - (iii) To assign a Comprehensive Development District to a new schedule to be created\$10,020.00

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

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

EXPLANATION

**A By-law to amend the Subdivision By-law
Re: 2016 Fee increases**

The attached By-law will implement Council's resolution of November 17, 2015 to amend the Subdivision By-law to increase fees.

Director of Legal Services
December 1, 2015



BY-LAW NO. _____

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

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

1. Council:
 - (a) repeals Schedule F of the Subdivision By-law, and substitutes for it Schedule F attached to this By-law, which new Schedule F is to form part of the Subdivision By-law; and
 - (b) approves the fees set out in the new Schedule F.
2. 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 F
Fees**

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

1. **CLASS I (Major)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) more than 40 000 m² in area; or (ii) where the site is between 10 000 m² and 40 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law..... \$93,000.00

2. **CLASS II (Intermediate)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is between 4 000 m² and 10 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval, but where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law or in Class I \$46,500.00

3. **CLASS III (Minor)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) less than 4 000 m² in area; or (ii) where the subdivision is unlikely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in section 4.5(a) or (b) of this By-law or in Class I or II \$7,990.00

4. **CLASS IV (Dedication)** - For an application to subdivide as described in Section 4.5(a) or (b) of this By-law
 - (a) where such subdivision is required as a condition of enactment of a zoning by-law, or is otherwise required by the City Engineer \$393.00

 - (b) where such subdivision is required by the Director of Planning or Development Permit Board as a condition of issuance of a development permit, or is otherwise initiated by the owner except as arising from rezoning approval No Fee

5. **CLASS V (Air Space)** - For an application to subdivide made pursuant to Part 9 (Air Space Titles) of the Land Title Act
 - (a) for developments having a Floor Space Ratio (FSR) greater than 3.0 \$69,800.00

(b)	for developments having a Floor Space Ratio (FSR) of 3.0 or smaller, or where the application is solely for the purpose of creating air space parcels to secure separate tenure for public benefits such as libraries, theatres and other cultural amenities, for-profit affordable rental housing, social housing or day care	\$34,900.00
6.	CLASS VI (Freehold Rowhouses) - For an application to subdivide pursuant to Section 223.2 of the Land Title Act Plus \$1,050.00 per freehold lot	\$7,990.00
7.	RECLASSIFICATION - For an application to change from one sub-area to another sub-area in the RS-1, RS-3, RS-3A, RS-5, or RS-6 Zoning District	\$4,060.00
8.	STRATA APPLICATIONS - For an application to convert an existing building to strata title ownership pursuant to Section 242 of the Strata Property Act; or amend Strata Plans pursuant to Part 15 of the Strata Property Act; or for Phased Strata applications made pursuant to Section 13 of the Strata Property Act	\$4,060.00

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

EXPLANATION

Zoning and Development Fee By-law amending By-law regarding 2016 fee increases

Enactment of the attached By-law will implement Council's resolution of November 17, 2015, to increase fees for 2016.

Director of Legal Services
December 1, 2015



BY-LAW NO. _____

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

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

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

Development Permits

Current Fees

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

- 1. For a new one-family dwelling, one-family dwelling with secondary suite, two-family dwelling, or two-family dwelling with secondary suite, and its accessory building or accessory use to an existing one or two-family dwelling or one or two-family dwelling with secondary suite, where such an addition, alteration, change of use, accessory building or accessory use is equal to or greater than 60 m² in gross floor area:
 - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law \$1,600.00
 - (b) where the permit would be issued as a conditional approval, except as provided for in Sections 1(a), 1(c) and 1C..... \$2,130.00
 - (c) where the permit would be issued as a conditional approval after proceeding to a review by a Council-appointed advisory design panel \$3,520.00

- 1A. Except as provided for in Section 1B, for an addition, alteration, relaxation, change of use, accessory building or accessory use to an existing one or two-family dwelling or one or two-family dwelling with secondary suite where such addition, alteration, change of use, accessory building or accessory use is less than 60 m² in gross floor area:
 - (a) where the permit would be issued as an outright approval, or where a relaxation of the required yards, building depth or maximum building height is required and where the relaxation of a required rear yard would be less than 60% of what is required by the applicable District Schedule, or where the permit would be issued as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law \$426.00
 - (b) in all other cases \$840.00

- 1B. For conversion of a one-family dwelling to a one-family dwelling with secondary suite \$583.00

- 1C. Notwithstanding Section 1, for a one-family dwelling in the RS-3, RS-3A, RS-5, RS-6 or RS-7 Districts which includes permission by the Director of Planning to increase the maximum Floor Space Ratio otherwise permitted by the District Schedule \$2,790.00

- 1D. Despite Section 1, for a two-family dwelling in the RS-7 District which includes permission by the Director of Planning to increase the maximum permitted Floor Space Ratio otherwise permitted by the District Schedule \$2,790.00

- 1E. For a permit for a laneway house:
- (a) where the laneway house is one-storey and there is no relaxation of siting or maximum height required \$1,050.00
 - (b) in all other cases \$1,600.00

Multiple Dwelling and Freehold Rowhouses

2. For a multiple dwelling or freehold rowhouse, or for an addition to an existing multiple dwelling or freehold rowhouse:
- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:
 - Each 100 m² of gross floor area or part up to 500 m² \$1,000.00
 - For each additional 100 m² of gross floor area or part \$500.00
 - Maximum fee \$40,600.00
 - (b) where the permit would be issued as a conditional approval, except as provided in Section 2 (a):
 - Each 100 m² of gross floor area or part up to 500 m² \$1,360.00
 - For each additional 100 m² of gross floor area or part \$834.00
 - Maximum fee \$67,520.00

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

3. For a new principal building or use, or for an addition to an existing building or use, being in all cases other than a one or two-family dwelling and a multiple dwelling:
- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:
 - Each 100 m² of gross floor area or part up to 500 m² \$687.00
 - For each additional 100 m² of gross floor area or part \$330.00
 - Maximum fee \$33,770.00
 - (b) where the permit would be issued as a conditional approval except as provided in Section 3(a):
 - Each 100 m² of gross floor area or part up to 500 m² \$1,205.00
 - For each additional 100 m² of gross floor area or part \$687.00
 - Maximum fee \$64,680.00

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

- 4. For an accessory building or accessory use to a principal building or principal use already existing, or for an alteration, relaxation, or change of use to an existing building, being in all cases other than a one or two-family dwelling:
 - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:
 - Each 100 m² of gross floor area or part thereof \$592.00
 - Maximum fee \$4,740.00
 - (b) where the permit would be issued as a conditional approval, except as provided in Section 4 (a):
 - Each 100 m² of gross floor area or part thereof \$834.00
 - Maximum fee \$5,970.00

Outdoor Uses

- 5. For a parking area, storage yard, nursery, or other development which, in the opinion of the Director of Planning, is similar:
 - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:
 - Each 200 m² of site area or part up to 1 000 m²..... \$426.00
 - Each additional 200 m² of site area or part \$146.00
 - (b) where the permit would be issued as a conditional approval, except as provided in Section 5 (a):
 - Each 200 m² of site area or part up to 1 000 m²..... \$583.00
 - Each additional 200 m² of site area or part \$279.00
- 5A. For a Farmers' Market \$556.00

Developments Requiring Development Permit Board Approval

- 6. For an application which proceeds to the Development Permit Board:
 - (a) instead of the fees referred to in Sections 1 to 4:
 - Each 100 m² of gross floor area or part up to 10 000 m² \$982.00
 - Each additional 100 m² of gross floor area or part over 10 000 m² \$187.00
 - (b) instead of the fees referred to in Section 5:

Each 200 m² of site area or part up to 1 000 m²..... \$693.00
 Each additional 200 m² of site or part..... \$335.00

Child Day Care Facility, Cultural Facility Or Social Service Centre

7. For a child daycare facility, cultural facility or social service centre, where the applicant is an incorporated non-profit society \$583.00

Demolitions

8. For the demolition of residential rental accommodation, a building listed on the Heritage Register or a residential building located in the RS-1, RS-3, RS-3A, RS-5 and RS-6 or FSD District \$321.00

Preliminary Applications

9. For an application in preliminary form only.....25% of the fee that would, except for this provision, apply (with a minimum fee of \$581.00)

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

Partial Permits

9A. For each partial permit issued10% of the fee that would, except for this provision, apply (with a minimum fee of \$279.00)

Revisions

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

where the permit is to be issued under:

- (a) sections 1 and 7 of this schedule..... \$279.00
- (b) all other sections of this schedule10% of the fee that would, except for this provision, apply (with a minimum fee of \$279.00)

Minor Amendments

- 11. For each minor amendment to a permit where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use and:
 - (a) where the original permit was issued under Sections 1 and 7 of this schedule \$279.00
 - (b) where the original permit was issued under any other section of this schedule or where the exterior alterations are to a commercial building which has no development permit authorizing its construction and where the alterations are to not more than one storey 25% of the fee that would, except for this provision, apply (with a minimum fee of \$279.00)

Extensions And Renewals

- 12. For an extension of the period of validity of a development permit application or a development permit, or for a renewal of a development permit which has become void \$583.00
- 13. For the renewal of a development permit issued with specified time limitations where the conditions of approval have not changed:
 - (a) for a community care facility or all uses where the applicant is a duly incorporated non-profit society \$279.00
 - (b) for all other uses \$547.00

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

Board of Variance Appeals

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

Application Following Refusal

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

Changes to Form of Development in CD-1 District

- 16. For a development permit application in a CD-1 district where a change to the form of development requires Council approval and where such change is not accompanied by an amendment to, or adoption of, a CD-1 By-law\$4,657.00 plus the development application fees that would, except for this provision, apply

Maintenance of Heritage Buildings

- 17. For a permit for the maintenance or minor repair of a building, structure, use or site designated under the Heritage By-law or located in an HA District \$54.00

Awnings

- 18. For an awning where the permit will be issued combined with a building permit or a sign permit. \$186.00

Higher Building Application Fee

- 19. Despite any other provision in this schedule 1 to the contrary, for an application for a building that will exceed 137 m.....\$46,800.00

Medical marijuana-related use

- 20. For an application for a development permit for a medical marijuana-related use:
 - (a) in a preliminary form only \$100.00
 - (b) following preliminary approval:
 - Each 100 m2 of gross floor area or part thereof \$713.00
 - maximum fee \$5,100.00

Schedule 2

Current Fees

Zoning By-law Amendments

Change Zoning District (Except to CD-1)

- 1. For an amendment to the Zoning District Plan to redesignate from one zoning district to any other zoning district except a new Comprehensive Development District:
 - Up to 4 000 m² site area\$12,590.00
 - For each additional 100 m² of site area or part thereof \$282.00
 - Maximum fee..... \$126,100.00

Text Amendments (Except CD-1)

- 2. For an amendment to the text of the Zoning and Development By-law\$25,300.00

New CD-1 or Amendment to Existing CD-1 (Not Contemplated in an ODP)

- 3. For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is not contemplated in an Official Development Plan,
-or-
for an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-law that is not contemplated in an Official Development Plan:
 - (a) Within the downtown area shown on Map 1, where the site area is smaller than 40 000 m²:
 - Up to 4 000 m² site area..... \$101,100.00
 - For each additional 100 m² of site area or part thereof..... \$465.00
 - (b) Outside the downtown area shown on Map 1, where the site area is smaller than 8 000 m²:
 - For the first 4 000 m² of site area\$42,200.00
 - For each additional 100 m² of site area or part thereof..... \$465.00
 - (c) Outside the downtown area shown on Map 1, where the site area is 8 000 m² or greater but smaller than 40 000 m²:
 - For the first 8 000 m² of site area \$101,100.00
 - For each additional 100 m² of site area or part thereof..... \$465.00
 - (d) where the site area is 40 000 m² or greater:
 - For the first 40 000 m²..... \$742,200.00

For each additional 100 m² of site area or part thereof \$1,530.00

New CD-1 or Amendment to Existing CD-1 (Contemplated in an ODP)

4. For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is contemplated in an Official Development Plan
-or-
for an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-law that is contemplated in an Official Development Plan

Up to 4 000 m² site area \$190,100.00

For each additional 100 m² of site area or part thereof \$1,530.00

5. Despite sections 3 and 4 of this Schedule 2, for a site area of 40 000 m² or more, if the complexity or scope of an amendment with regard to the second or subsequent phase of a development is, in the opinion of the Director of Planning, significantly less than that of the first phase by reason of the existence of a land use policy statement or official development plan approved by Council within 10 years preceding the date of the application for the amendment, then the fee for such second or subsequent phase is to be:

For the first 40 000 m² of site area..... \$742,200.00

For each additional 100 m² of site area \$199.00

Reduced Fees for Large Sites with Limited Changes

6. Despite sections 3(d) and 4 of this schedule:

For an amendment to the Zoning District Plan to redesignate from an industrial zoning district to a new Comprehensive Development District that relates to a site area of 40 000 m² or greater provided that:

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

For the first 40 000 m² of site area \$176,200.00

For each additional 100 m² of site area or part thereof \$391.00

7. Despite sections 3(d), 4 and 6 of this schedule:

- (a) For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is contemplated in an Official Development Plan or that is not contemplated in an Official Development Plan but relates to a site area of 40 000 m² or more; or
- (b) For an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District that is contemplated in an Official Development Plan or that is not contemplated in an Official Development Plan but relates to a site area of 40 000 m² or greater; provided, that, in both cases,
 - (i) the approved or existing form of development is retained on at least 75% of the site area, or
 - (ii) the floor space ratio of buildings already existing on the site is not increased by more than 25% or 0.5, whichever is the greater, or
 - (iii) the Director of Planning determines that the application is similarly limited in scope having regard to use and form of development:

Up to 4 000 m ² site area	\$38,400.00
For each additional 100 m ² of site area or part thereof	\$391.00
Maximum fee	\$153,000.00

Amend CD-1 (One Section Only)

8. Despite sections 3, 4 and 6 of this schedule:

For an amendment to an existing CD-1 By-law where no more than one section required amendment.....	\$16,900.00
----------------------------------------------------------------------------------------------------	-------------

EXPLANATION

**A By-law to amend the
Inter-Municipal Business Licence By-law No. 10758**

On December 1, 2015, Council resolved to approve the city's participation as a partner in - the Inter-municipal Business Licence Scheme program on a permanent basis with the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, and the City of Surrey. Enactment of this By-law and of the By-law to amend the Inter-municipal Business Licence Agreement By-law will accomplish this.

Director of Legal Services
December 1, 2015



BY-LAW NO. _____

**A By-law to amend the
Inter-Municipal Business Licence By-law No. 10758**

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. 10758.
2. Council strikes out section 2 and re-numbers all the subsequent sections in numerical order.
3. In re-numbered section 2, Council strikes out the definition of “Inter-municipal Business” and substitutes:

“Inter-municipal Business” means a trades contractor or other professional related to the construction industry or a contractor who performs maintenance, repair and/or inspections of land and buildings outside of its Principal Municipality;”

4. In re-numbered section 10, Council strikes out “12(a) and (b)” and substitutes “11”.
5. Council strikes out re-numbered section 11 and substitutes:

“The term of an Inter-municipal Business Licence is twelve (12) months, except that, at the option of a Principal Municipality, the term of the initial Inter-municipal Business Licence issued to an Inter-municipal Business in that municipality may be less than twelve (12) months in order to harmonize the expiry date of the Inter-municipal Business Licence with the expiry date of the Municipal Business Licence.”

6. In re-numbered section 15, Council strikes out “15” and substitutes “14”.
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 first day of January, 2016.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

EXPLANATION

**A By-law to amend the
Inter-Municipal Business Licence Agreement**

On December 1, 2015, Council resolved to approve the city's participation as a partner in -the Inter-municipal Business Licence Scheme program on a permanent basis with the City of Burnaby, the Corporation of Delta, the City of New Westminster, the City of Richmond, and the City of Surrey. Enactment of this By-law and of the By-law to amend the Inter-municipal Business Licence By-law will accomplish this.

Director of Legal Services
December 1, 2015



BY-LAW NO. _____

**A By-law to amend the
Inter-Municipal Business Licence Agreement
By-law No. 10757**

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. 10757.
2. Council strikes out Schedule A and substitutes Schedule A attached to this By-law.
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 first day of January, 2016.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

Schedule A

Inter-municipal Business Licence Agreement

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

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

1. The *Participating Municipalities* agree to establish an inter-municipal business licence scheme among the *Participating Municipalities*, pursuant to section 14 of the *Community Charter* and section 192.1 of the *Vancouver Charter*.
2. The *Participating Municipalities* will request their respective municipal Councils to each ratify this Agreement and enact a by-law to implement a permanent inter-municipal business licence scheme effective January 1, 2016.

3. In this Agreement:

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

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

"*Inter-municipal Business*" means a trades contractor or other professional related to the construction industry or a contractor who performs maintenance, repair and/or inspections of land and buildings outside of its *Principal Municipality*;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Despite section 15, the *Inter-municipal Business Licence* fee will not be pro-rated.

12. The *Participating Municipalities* will distribute revenue generated from *Inter-municipal Business Licence* fees amongst all *Participating Municipalities* based on the *Principal Municipality* retaining 90% of the *Inter-municipal Business Licence* fee and the remaining 10% distributed equally to the remaining *Participating Municipalities*.

13. The *Participating Municipalities* will review the *Inter-municipal business licence* scheme and the revenue sharing formula established by this Agreement from time to time and may alter the formula in section 12 by written agreement of all *Participating Municipalities*.

14. The revenue generated from *Inter-municipal Business Licence* fees collected from January 1 to December 31 inclusive that is to be distributed to other *Participating Municipalities*, in accordance with section 12, will be distributed by February 28 of the year following the year in which fees were collected. The *Participating Municipalities* will designate one municipality, which may change from time to time, to calculate and distribute the revenue generated from *Inter-municipal Business Licence* fees.

15. The length of term of an *Inter-municipal Business Licence* is twelve (12) months, except that, at the option of a *Principal Municipality*, the length of term of the initial *Inter-municipal Business Licence* issued to an *Inter-municipal Business* in that municipality may be less than twelve (12) months in order to harmonize the expiry date of the *Inter-municipal Business Licence* with the expiry date of the *Municipal Business Licence*.

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

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

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

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

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

21. The cancellation of an *Inter-municipal Business Licence* under section 20 will not affect the authority of a *Participating Municipality* to issue a business licence, other than an *Inter-municipal Business Licence*, to the holder of the cancelled *Inter-municipal Business Licence*.

22. Nothing in this Agreement affects the authority of a *Participating Municipality* to suspend or cancel any business licence issued by that municipality or to enact regulations in

respect of any category of *Business* under section 15 of the *Community Charter* or sections 272, 273, 279A, 279A.1, 279B, and 279C of the *Vancouver Charter*.

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

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

24. Prior to the effective date of a withdrawal under section 23 of this Agreement, the remaining *Participating Municipalities* will review and enter into an agreement to amend the revenue distribution formula set out in section 12 of this Agreement.

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

26. Despite any other provision of this Agreement, an *Inter-municipal Business Licence* granted in accordance with the *Inter-municipal Business Licence Bylaw* does not grant the holder a licence to operate in any jurisdiction other than within the jurisdictional boundaries of the *Participating Municipalities*. Furthermore, a business licence granted under any other inter-municipal business licence scheme is deemed not to exist for the purposes of this Agreement even if a *Participating Municipality* is a participating member of the other inter-municipal business licence scheme

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

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

The City of Burnaby

City Clerk

Date

The Corporation of Delta
Mayor

Clerk

Date

The City of New Westminister
Mayor

Clerk

Date

Date

The City of Richmond
Chief Administrative Officer

General Manager

Corporate and Financial Services

Date

The City of Surrey

Mayor

Clerk

Date

The City of Vancouver
Director of Legal Services

Date

EXPLANATION

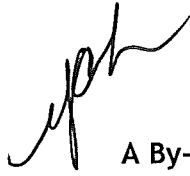
**Authorization to enter into a Housing Agreement
Re: 406 Union Street**

On July 14, 2015, Council approved an SRA Conversion Permit to renovate 15 SRA-designated rooms on the referenced lands, subject to a number of conditions, including a condition that the owner of the lands first make arrangements to the satisfaction of the Director of Legal Services, in consultation with the Chief Housing Officer, to enter into a Housing Agreement: (i) securing the 15 dwelling units as rental housing for 60 years or the life of the building, whichever is greater; and (ii) securing two rooms for rent at a monthly rate no greater than the shelter component of Income Assistance and making six dwelling units available to tenants who are on Income Assistance and eligible for rent supplements subject to funding for the Provincial rent subsidy program for a period of 30 years. The Housing Agreement includes covenants requiring that all 15 units be owned by a single legal entity and be used only to provide rental housing for terms of not less than one month at a time. As well, a covenant in the Housing Agreement prevents the separate sale or transfer of ownership of any of the units by requiring that all the units be contained within a single air space parcel or strata lot for the term of the agreement.

A Housing Agreement 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 the Development Permit Board's condition regarding a Housing Agreement.

Director of Legal Services
December 1, 2015

406 Union Street



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 406 Union 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: 011-151-811

LOT A OF LOTS 1 AND 2 BL 103 DL 196 PLAN 775

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

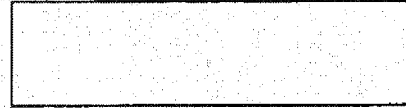
SCHEDULE A

FORM C_V21 (Charge)

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

PAGE 1 OF 16 PAGES

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)

OWEN BIRD LAW CORPORATION

2900 - 595 Burrard Street

Client No. 10996

File No. 34708-0000

Tel: 604 688-0401

VANCOUVER

BC V7X 1J5

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

011-151-811 LOT A OF LOTS 1 AND 2 BL 103 DL 196 PLAN 775

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) Filled 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):

0950327 B.C. LTD. (INC. NO. 950327) AND CANADIAN WESTERN BANK (AS TO PRIORITY ONLY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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)

MAXWELL P. CARROLL
Barrister & Solicitor
1800 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

Execution Date

Y	M	D
15	11	09

Transferor(s) Signature(s)

0950327 B.C. LTD. by its authorized signatory:

Jonathan Robert Sharun

OFFICER CERTIFICATION:

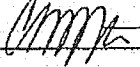
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

FORM 01_V21

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



(As to all signatures)

Cheryl S. Chiang
A Commissioner for taking
Affidavits for British Columbia
100, 19915 - 64th Avenue
Langley, BC V2Y 1G9
Expiry June 30, 2017

(as to all signatures)

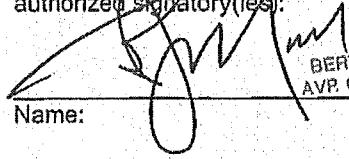
(as to all signatures)

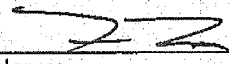
Execution Date

Y	M	D
15	11	10

Transferor / Borrower / Party Signature(s)

CANADIAN WESTERN BANK by its
authorized signatory(ies):


Name: BERT MONSMA
AVP. COMM. BKG.


Name: DAN TELLET
BENEFIT MANAGER
COMMERCIAL BANKING

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.

FORM E_V21

LAND TITLE ACT
FORM E
SCHEDULE

PAGE 3 OF 16 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the Covenant above priority over Mortgage No. CA4787237 and Assignment of Rents No. CA4787238

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
(406 Union Street)

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement, dated for reference October 2, 2015, shall be read as follows:
- (i) the Transferor, 0950327 B.C. LTD., is called the "Owner" as more particularly defined in Section 1.1; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner has applied for an SRA Conversion Permit that was approved by Council resolution dated July 14, 2015 (the "SRA Conversion Application") to renovate 15 SRA-designated rooms including 6 rooms on the third floor, 6 rooms on the second floor and the conversion of 3 rooms on the ground floor to 3 self-contained dwelling units. Approval is subject to an issuable development permit consistent with the plans provided for the SRA Conversion Application and on the condition that prior-to the issuance of the permit, the owner of the property enters into and registers on title a Housing Agreement which will include the following terms and conditions:
- i. for not less than 30 years:
 - (a) 2 rooms (room numbers 203 and 204) be rented at a monthly rent no greater than the shelter component of Income Assistance (currently \$375) and,
 - (b) 6 rooms be made available to tenants who are on income assistance and eligible for rent supplements subject to funding for the Provincial rent subsidy program. Potential eligible tenants will be referred for consideration and the applicant, as landlord, will make the final selection.
 - ii. for 60 years or the life of the building, whichever is greater, all 15 units must be legally and beneficially owned by a single legal entity at all times and used only to provide rental housing;
 - iii. such other terms and conditions as the Director of Legal Services in consultation with the Chief Housing Officer may require," which terms are those expressed herein.
- (the "SRA Conversion Conditions"); and

D. The Owner and the City are now entering into this Agreement to satisfy the SRA Conversion 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, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

**ARTICLE 1
DEFINITIONS AND INTERPRETATIONS**

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Building" means the 15 room building located on the Lands, and includes any portion of any such building, 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 SRA Conversion Permit;
- (c) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "City Tenanting Delegate" means such person as the City may designate in writing to the Owner from time to time as the point of contact for the Owner for tenant referral purposes, or if no such designation has been made, the coordinator of the City's Single Room Accommodation By-Law;
- (f) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (g) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (h) "Income Assistance" means the program administered by the Ministry of Social Development and Innovation that provides income assistance to those unable to fully participate in the workforce, or such successor program as may be in effect from time to time throughout the Term (as of the reference date of this Agreement, the shelter component of Income Assistance is \$375 per month);
- (i) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (j) "Lands" means the lands described in Item 2 in the Form C attached hereto;
- (k) "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, 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;

- (l) "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;
- (m) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (n) "Owner" means 0950327 B.C. Ltd. and all of its assigns, successors and successors in title to the Lands;
- (o) "Rent Subsidy Housing" means Rental Housing available to tenants who are on Income Assistance and eligible for rent supplements subject to funding for the Provincial rent subsidy program;
- (p) "Rent Subsidy Housing Units" has the meaning ascribed to that term in Section 2.1(e), and "Rent Subsidy Housing Unit" means any one of such Units;
- (q) "Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), 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;
- (r) "SRA Conversion Conditions" has the meaning ascribed to that term in Recital C;
- (s) "SRA Conversion Permit" means the SRA conversion permit issued in respect of the Building as contemplated by the Council resolution dated July 14, 2015;
- (t) "Secured Rental Housing Period" means a period of 30 years commencing on the Commencement Date;
- (u) "Shelter Rate Housing" means rooms 203 and 204 in the Building;
- (v) "Shelter Rate Housing Units" means the units in the Building with room numbers 203 and 204, and "Shelter Rate Housing Unit" means any one of such Units;
- (w) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building;

- (x) "Unit" means a dwelling unit in the Building; and
- (y) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

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 date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) **Legislation.** Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) **Time.** Time shall 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 shall be local Vancouver, British Columbia time.

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) throughout the Term, all Units will be used only for the purpose of providing Rental Housing;
- (c) it will renovate, as contemplated in the SRA Conversion Permit, and throughout the Term will maintain the Units in accordance with the SRA Conversion Conditions, any building permit issued pursuant thereto and the requirements of this Agreement;
- (d) throughout the Secured Rental Housing Period, Shelter Rate Housing Units will
 - (i) only be used for the purpose of providing Rental Housing;
 - (ii) be made available to tenants who are on Income Assistance and the Owner will consider in good faith tenancy applications from prospective tenants who are on Income Assistance; and
 - (iii) will be rented such that the tenant's contribution to monthly rent is no more than the shelter component of Income Assistance;
- (e) throughout the Secured Rental Housing Period, not less than 6 Units that are not Shelter Rate Housing Units (the "Rent Subsidy Housing Units") will be available for the purpose of providing Rent Subsidy Housing in accordance with the requirements of this Agreement;
- (f) throughout the Secured Rental Housing Period, the Owner will make available to tenants the Rent Subsidy Housing Units as follows:
 - (i) at any time that there are in the Building five or fewer tenants who are on Income Assistance, and a unit is available, the Owner will consider in good faith tenancy applications from prospective tenants who are on Income Assistance to occupy the unit, which will thus be a Rent Subsidy Housing Unit, although the Owner may demand market rent;
 - (ii) before entering into a tenancy agreement with a new tenant and promptly upon becoming aware that there are or will be in the Building five or fewer tenants who are on Income Assistance and a unit becomes or will become available, the Owner will advise the City Tenanting Delegate of same, and will consider in good faith tenancy applications from prospective tenants referred by the City Tenanting Delegate (if any). For greater clarity, good faith consideration of a prospective tenant by the Owner in the tenant selection process will include objective and defensible criteria that meets the legal requirements of the *Canadian Human Rights Act*, the BC Human Rights Code and the *Residential Tenancy Act*; and
 - (iii) the Owner shall make the final decision as to whom it will enter into a tenancy agreement with, but will provide the City's Tenanting Delegate with its rationale for rejecting the City Tenanting Delegate's proposed tenant(s) where such proposed tenants are rejected.

- (g) during the Secured Rental Housing Period, it will submit to the City not less than once each year a report setting out the rent rolls and tenant eligibility information for all of the Shelter Rate Housing Units and Rent Subsidy Housing Units;
- (h) throughout the Term, except by way of a tenancy agreement that is permitted by this Agreement, it will not suffer, cause or permit, beneficial or registered title to any Unit to be sold or otherwise transferred except if:
 - (i) title to every Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner; and
 - (ii) if the transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Units;
- (i) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld, subject to Article 3;
- (j) throughout the Term, any sale of a Unit in contravention of the covenant in Section 2.1(h), and any subdivision of the Lands in contravention of Section 2.1(i), 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;
- (k) throughout the Term, it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
INTENTIONALLY DELETED**

**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 Building, that:
- (a) the 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 Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building until such time as the Owner is able to apply for an Occupancy Permit for the entire Building and all its component parts and facilities; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Building, notwithstanding completion of construction of the Building until such time as an Occupancy Permit can be issued for the entire Building and all its component parts and facilities; and
- (b) without limiting the general scope of Article 7, 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 based on assertion of its rights herein 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 and occupancy of the Rent Subsidy Housing Units and the Shelter Rate Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with its obligations to the Owner regarding privacy and confidentiality.

**ARTICLE 6
ENFORCEMENT**

- 6.1 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, unless the court otherwise orders.

**ARTICLE 7
RELEASE AND INDEMNITY**

- 7.1 Release and Indemnity. Subject to Section 7.2, 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:
 - (i) by reason of the City or City Personnel:
 - A. withholding any permit pursuant to this Agreement; or

B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

(ii) 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.

The indemnities in this Article 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

7.2 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 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:

(i) where the City Manager determines, acting reasonably, 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, acting reasonably, 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, acting reasonably, 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:

- (iv) 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 7.2(b);
 - (v) the City will ensure the Owner is fully informed of the City's actions in connection with the conduct of the claim; and
 - (vi) the Owner may dissent from the City's actions in conducting the claim by providing written notice to the City, in which case the indemnity in favour of the City set out in Section 7.1(b) shall not apply to the City's costs of conducting the claim incurred following receipt of the notice unless a court determines the Owner's dissent was unreasonable.
- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(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.

7.3 **Survival of Release and Indemnities.** The release and indemnities in this Article 7 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 8 NOTICES

8.1 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, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

(a) If to the City:

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

Attention: City Clerk

with concurrent copies to the Managing Director of Social Development and the Director of Legal Services

(b) if to the Owner:

0950327 B.C. Ltd.

Union Studios

11717 78St.

Edmonton, Alberta, Canada T5K 2B2

Attention: Jonathan Sharun

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

(c) 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

(d) if personally delivered, on the date when delivered,

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

ARTICLE 9 MISCELLANEOUS

- 9.1 **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject to Article 3.
- 9.2 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 9.3 **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.
- 9.4 **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 Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 9.5 **Waiver.** The parties acknowledge and agree that no failure on the part of the other party 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 a party 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 benefit of a party herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of a party at law or in equity.
- 9.6 **Perfection of Intention.** The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to file a notice on title to the Lands that the land described in the notice is subject to this Agreement, pursuant to Section 565.2 of the Vancouver Charter, with priority over all other encumbrances except those in favour of the City.
- 9.7 **Priority of Registration.** The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.8 **Further Assurances.** Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 9.9 **Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.
- 9.10 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA4787237 and the Assignment of Rents registered under number CA4787238;
- (b) "Existing Chargeholder" means CANADIAN WESTERN BANK;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings 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 hereby:

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Parking By-law
Re: 3837 Point Grey Road (Jericho Tennis Club)**

After the public hearing on October 20, 2015, Council resolved to add 3837 Point Grey Road 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
December 1, 2015

CD-1 District Parking requirements
3837 Point Grey Road (Jericho Tennis Club)



BY-LAW NO. _____

**A By-law to amend Parking By-law No. 6059
with regard to CD-1 Districts Parking requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, Council adds:

“3837 Point Grey Road
(Jericho Tennis Club) By-law No. 8893 CD-1 (421) Parking, loading and
bicycle spaces in accordance
with by-law requirements on
December 1, 2015, except
that, if a total of 30 Class A
bicycle parking spaces are
provided, the minimum
vehicle parking requirement
is 125 spaces.”
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