

EXPLANATION**2018 Taxation Exemption By-law
Re: Seniors Housing**

On February 23, 1995, Council approved permissive property tax exemptions for certain seniors housing properties, as described in a policy report dated February 1, 1995, and instructed the Director of Legal Services “to submit annual exempting by-laws in that regard, with the by-laws reflecting any changes in property status from the previous year”. Notice of this proposed exemption By-law has been published in accordance with the requirements of the Vancouver Charter and enactment of this By-law will accomplish Council’s instructions.

Director of Legal Services
October 17, 2017

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BY-LAW NO. _____

**A By-law to exempt from taxation certain lands
and improvements pursuant to
section 396 of the Vancouver Charter**

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

1. Pursuant to sections 396(1)(g) and 396F of the Vancouver Charter, Council exempts from real property taxation for the year 2018 the following lands and improvements:

2018 EXEMPT SENIORS HOUSING

<u>Name and Address No.</u>	<u>Assessment Roll No</u>	<u>Legal Description</u>	<u>Parcel Identifier Numbers</u>
The Baptist Foundation of BC 125 6165 Highway 17A Delta V4K 5B8	024-266-772-26-0000	Lot 1 Block 3 District Lot 336 Plan BCP 13061	026-038-218
The Baptist Foundation of BC 125 6165 Highway 17A Delta V4K 5B8	024-765-266-06-0000	Lot A, Block 3, District Lot 336, Plan LMP42065	024-525-511
The Baptist Housing Society of BC 125 6165 Highway 17A Delta V4K 5B8	014-631-232-04-0000	Lot 2, Block 71, District Lot 264A, Plan 11322	009-116-796
Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-04-0000	Lot C, Section 29 THSL, Plan BCP23618	026-666-511
Beulah Garden Homes Society 3355 East 5 th Avenue Vancouver V5M 0A1	021-634-300-52-0000	Lot B, Section 29 THSL, Plan BCP23618	026-666-502

Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-92-0000	Lot A, Section 29 THSL, Plan BCP23618	026-666-499
Broadway Pentecostal Benevolent Association of British Columbia 2700 East Broadway Vancouver V5M 1Y8	021-650-274-27-0000	Lot D, Block 22, Section 34, North Half, Town of Hastings Suburban Lands, Narrative Plan 15011	007-711-565
Calling Ministries A-3263 Blenheim Street Vancouver V6L 2X7	004-710-072-06-0000	Lot A (Explanatory Plan 7180), Block J District Lot 2027, Plan VAP5702	011-090-235
Chau Luen Kon Sol Society of Vancouver 325 Keefer Street Unit 102 Vancouver V6A 1X9	013-192-592-92-0000	Lot B, Block 122, District Lot 196, Plan 13208	008-706-221
Christ Church of China 300 East Pender Street Vancouver V6A 1T9	013-192-592-04-0000	Lot A, Block 122, District lot 196, Plan 13208	008-706-212
Columbus Charities Association 231 - 5589 Byrne Rd Burnaby V5J 3J1	023-306-720-45-0000	Lot 2, Blocks 69, 70 and 155 to 157, District Lot 37, Plan VAP13188	008-721-670
Finnish Canadian Rest Home Association 2288 Harrison Drive Vancouver V5P 2P6	025-828-251-94-0000	Lots 12 to 15 and B, Block 23, Fraserview, Plans 20067 and 8574	006-862-632 010-041-842 010-041-851 010-041-877 010-041-885
Finnish Canadian Rest Home Association 2288 Harrison Drive Vancouver V5P 2P6	025-828-258-06-0000	Lot F, Block 24, Fraserview, Plan LMP7749	018-035-361
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6H 1N1	027-605-113-66-0000	Lot 3, Block 58, District Lot 185, Plan 92	015-757-366

HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6H 1N1	002-638-077-07-0000	Lot D, Block 221, District Lot 526, Plan 13958	007-987-072
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6H 1N1	014-641-234-20-0000	Lot 11, Except part in Explanatory Plan 17049, and Lot 12, except part in Ref Plan 1708 and part in Explanatory Plan 17049 of the north 1/2 of Lot B, Block 154, District Lot 264A, Plans 1141 and 1771	014-875-829 014-877-261
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6H 1N1	002-648-078-05-0000	Lots 19 and 20, Block 302, District Lot 526 Plan VAP1058	015-014-878 015-014-860
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6H 1N1	014-665-230-68-0000	Lot 30 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-885
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6H 1N1	014-670-230-83-0000	Lot 28 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-869
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6H 1N1	014-670-230-89-0000	Lot 29 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-877
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6H 1N1	014-683-230-82-0000	Lot F, Block 171, District Lot 264A, Plan 13858	008-003-408
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6H 1N1	023-722-283-48-0000	Lot B, District Lot 37, Plan LMP16032	018-710-247
King Edward Court Society 2751 West King Edward Ave Vancouver V6L 1T8	004-710-072-95-0000	Lot E, Block G, District Lot 2027, Plan VAP16624	007-396-953

M. Kopernik (Nicolaus Copernicus) Foundation 3150 Rosemont Drive Vancouver V5S 2C9	025-817-300-22-0000	The westerly 217 feet only of Lot 44, District Lot 334, Plan 14240 (which portion is used as a low rental apartment for seniors & has the civic address of 3132 Rosemont Drive)	007-881-002
Mennonite Senior Citizens Society of British Columbia 1750 East 41 st Avenue Vancouver V5P 4N5	019-755-237-51-0000	Lot A, Blocks 1 and 2, District Lot 717, Plan 14859	007-719-230
HFBC Housing Foundation 101-1025 13th Ave W Vancouver V6H 1N1	013-645-194-47-0000	Lot C, Block 28, District Lot 200A, Plan 197(Explanatory Plan 9473)	012-145-564
New Chelsea Society 7501 6th Street Burnaby V3N 3M2	014-270-670-95-0000	Lot 1 of Lot B, Block 166, District Lot 264A, Plan 8570, except for that portion currently leased to Telus for their cell towers	010-017-712
New Chelsea Society 7501 6 th Street Burnaby V3N 3M2	014-693-253-64-0000	Lot 1, Blocks D and 13, Plan 13938, District Lot 195, Except Firstly part in SRW Plan 17162 and Secondly Portion in BCP10046	007-990-278
Parish of St. Paul Vancouver c/o Terra Property Mgmt. 410-1669 Broadway E Vancouver V5N 1V9	027-609-117-44-0000	Lots 4 West Half and 5, Block 37, District Lot 185, Plan 92	015-741-010 015-741-001
Roman Catholic Archbishop of Vancouver John Paul II Pastoral Centre 4885 Saint John Paul II Way Vancouver V5Z 0G3	013-596-196-49-0000	Lots 19 to 25, Block 85, District Lot 196, Plan VAP196	015-565-572 015-565-599 015-565-602 015-565-611 015-565-637 015-565-645 015-565-653

Society for Christian Care of the Elderly 700 - 1190 Melville Street Vancouver V6E 3W1	027-613-119-54-0000	Lot 2, Block 12, District Lot 185, Plan 14172	008-477-426
Soroptimist Club of Vancouver BC c/o Ascent Real Estate Management 2176 Willingdon Ave Burnaby, BC V5C 5Z9	007-683-165-54-0000	Lot A of Lot 5, Block 440, District Lot 526 Plan 5484	011-143-142
South Amherst Housing Society c/o Atira Property Management 405 Powell Street Vancouver V6A 1G7	025-244-805-96-0000	Lot 8, Block 2, Fraserview, Plan 8393	010-113-606
The V E L Housing Society 1717 Adanac Street, Ste 101 Vancouver V5L 4Y9	014-577-259-06-0000	Lots 1-3, Block 20, District Lot 184, Plan VAP178	015-684-695 015-684-709 015-684-717
The V E L Housing Society 101 - 1717 Adanac Street Vancouver V5L 4Y9	014-596-250-04-0000	Lot E, 2 & 3 of Lot 8 Block D, District Lot 183, Plan 6254 & 729	010-924-281 015-163-512 015-163-539
Ukrainian Senior Citizens Housing Society 7007 Kerr Street Vancouver V5S 3E2	025-300-810-95-0000	Lot 3 of Lot A, Block 71, Fraserview, Plan 11199	009-127-682
Vancouver Kiwanis Senior Citizens Housing Society P O Box 3022 Stn Terminal Vancouver V6B 3X5	025-300-811-05-0000	North 1/2 of Lot 4 of Lot A, Block 71, Fraserview, Plan 11199	009-127-691
Vancouver Kiwanis Senior Citizens Housing Society P O Box 3022 Stn Terminal Vancouver V6B 3X5	012-125-832-84-0000	Lot B, Block E, District Lot 318, Plan 13136	008-724-482

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 4983-5007 Quebec Street**

Enactment of the attached By-law will delete 4983-5007 Quebec Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of April 11, 2017 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
October 17, 2017

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4983-5007 Quebec Street

BY-LAW NO. _____

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

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

1. Council amends 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 Lot A, Block 4, District Lot 637, Group 1, New Westminster District Plan EPP65574; PID: 030-243-505 from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2017

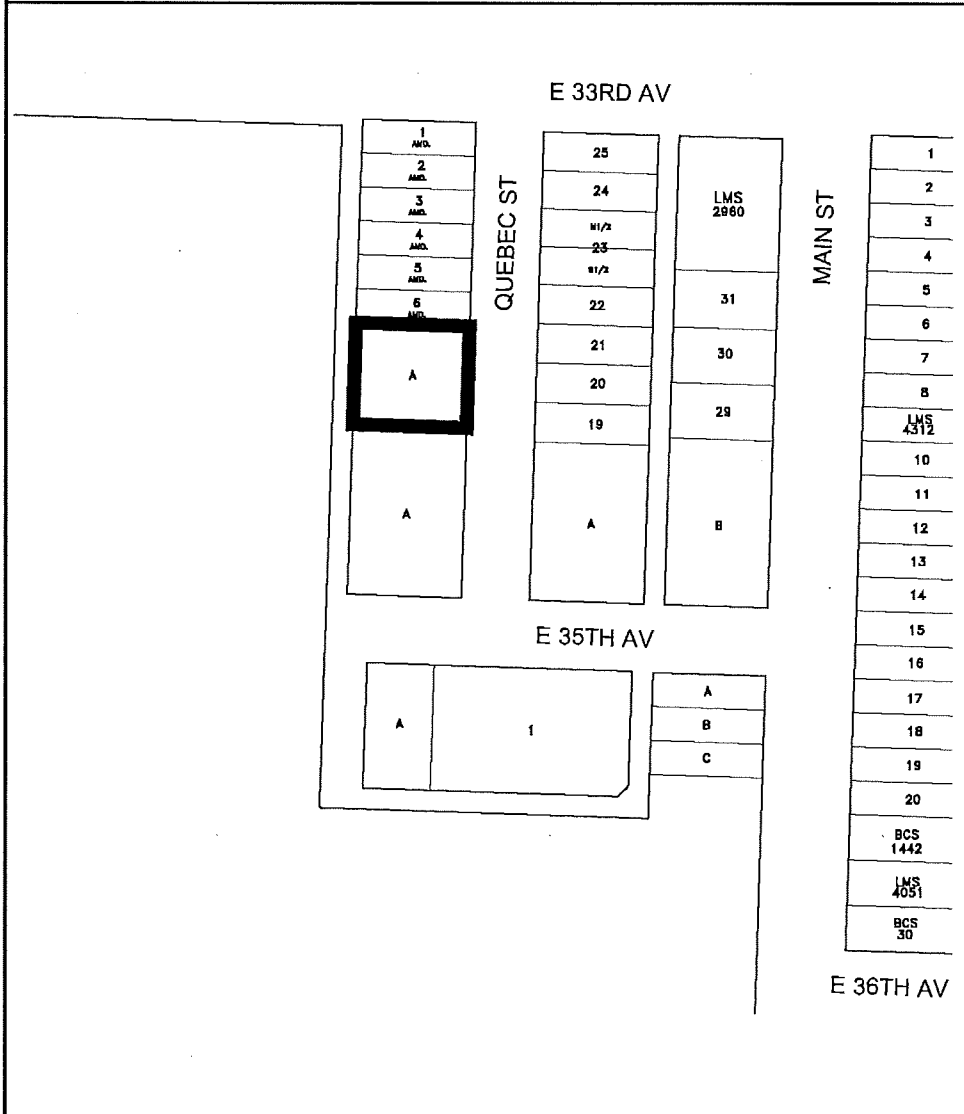
Mayor

City Clerk

Schedule A

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

4983-5007 Quebec Street

map: 1 of 1

scale: NTS



City of Vancouver

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 151-157 West 41st Avenue**

Enactment of the attached By-law will delete 151-157 West 41st Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of December 13, 2016 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
October 17, 2017

151-157 West 41st Avenue

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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 amended Lot A, Block 1003A, District Lot 526, Group 1 New Westminster District Plan EPP71989; PID: 030-140-293 from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

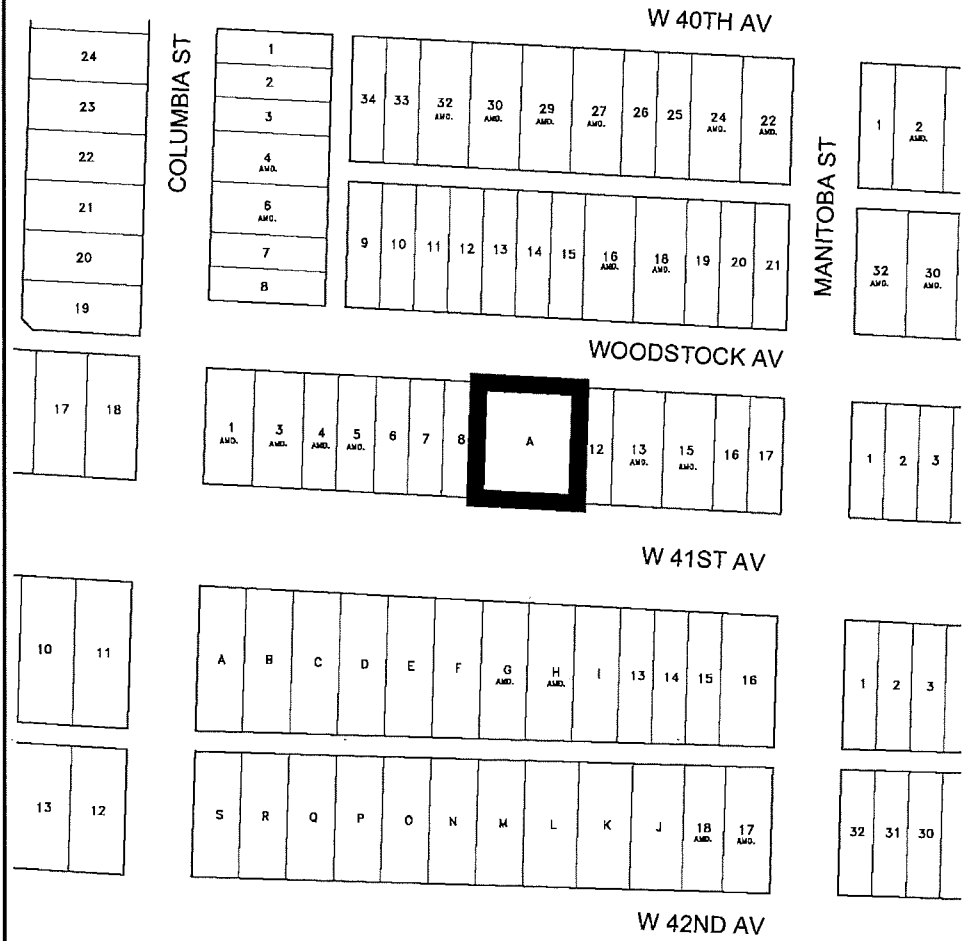
ENACTED by Council this _____ day of _____, 2017


Mayor

City Clerk

Schedule A

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

151-157 West 41st Avenue

map: 1 of 1

scale: NTS



City of Vancouver

EXPLANATION**By-law to repeal Heritage Revitalization Agreement By-law No. 8878
and to amend Heritage Designation By-law No. 8879**

Following the Public Hearing on February 21, 2017, Council resolved to discharge the current Heritage Revitalization Agreement and amend the relevant Heritage Designation By-law provided certain pre-conditions were met.

All pre-conditions have been met, so enactment of this by-law to amend Heritage Designation By-law No. 8879 and repeal Heritage Revitalization Agreement By-law No. 8878 will accomplish Council's resolution.

Director of Legal Services
October 17, 2017

1380 Hornby Street
And 801 Pacific Street
The Leslie House

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BY-LAW NO.

**A By-law to repeal Heritage Revitalization Agreement By-law No. 8878
and to amend Heritage Designation By-law No. 8879**

WHEREAS on June 22, 2004, the Council of the City of Vancouver designated the structure and exterior envelope of the improvements and exterior building materials and interior lounge area of the building known as the Leslie House, as protected heritage property under section 593 of the Vancouver Charter, pursuant to Heritage Designation By-law No 8879;

AND WHEREAS it is now proposed that the Leslie House be moved to an interim location at 801 Pacific Street for the duration of proposed construction work at 1380-1382 Hornby Street, and then be moved back to its permanent location at the proposed consolidated rezoning site at 1380-1382 Hornby Street on completion of the redevelopment of the rezoning site;

AND WHEREAS the Council of the City of Vancouver wishes to ensure the protection of the Leslie House currently located at 1380 Hornby Street both on its proposed interim location at 801 Pacific Street for the duration of construction work at 1380-1382 Hornby Street, and on its permanent location at the proposed consolidated rezoning site at 1380-1382 Hornby Street.

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

1. Council repeals Heritage Revitalization Agreement By-law No. 8878.
2. Council amends the indicated provisions of By-law 8879.
3. Council strikes out section 1 of By-law 8879 and substitutes:

EXPLANATION

**Animal Control By-law amending By-law
Re: 2018 fee increases**

The attached by-law will implement Council's resolution of October 17, 2017 to amend the Animal Control By-law regarding fee increases for 2018.

Director of Legal Services
October 17, 2017

Year 2018 Animal Control Fees and Charges

SCHEDULE A

Part 1 - License Fees

Dog (per annum)	\$43.00
Replacement tag	\$5.00

Part 2 - Impound Fees

Licensed dog	\$92.00
Unlicensed dog	\$179.00
Licensed aggressive dog	\$332.00
Unlicensed aggressive dog	\$423.00
Fowl, other bird, rabbit, or rodent	\$16.00
Reptile or other animal	\$91.00

Part 3 - Maintenance Charges (per day)

Dog	\$23.00 per day
Aggressive dog	\$31.00 per day
Fowl, other bird, rabbit or rodent	\$5.00 per day
Reptile or other animal	\$32.00 per day
Exotic Bird (Amazon Parrots, African Grey, Cockatoos, Conures, Lorikeets and Macaws)	\$16.00 per day

Part 4 - Adoption Fees

Dog Up to 7 years of age	\$291.00
Dog >7 years old / Medical Conditions	\$89.00
Ferret	\$59.00
Rabbit, chinchilla and hedgehog	\$32.00
Guinea pig	\$16.00
Parakeet and Lovebird	\$16.00
Budgie and Finch	\$10.00
Chicken, rooster, duck, pigeon and dove	\$5.00
Mouse, rat, hamster, gerbil and degu	\$5.00

Part 5 - Miscellaneous

Microchipping	\$15.00
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EXPLANATION

**License By-law amending By-law
Re: 2018 fee increases**

The attached By-law will implement Council's resolution of October 17, 2017 to increase fees for 2018.

Director of Legal Services
October 17, 2017

Year 2018 Business License Fees

SCHEDULE A

BUSINESS LICENSE FEES

	Licence Fee	Licence Term
ADULT ENTERTAINMENT STORE	361.00	per annum
AMUSEMENT PARK	5,331.00	per annum
ANIMAL/VETERINARY HOSPITAL	268.00	per annum
ANTIQUE DEALER	145.00	per annum
APARTMENT BUILDING	71.00	Per annum per dwelling unit (EXCEPT that a dwelling unit that is actually occupied by the owner of the premises, or a dwelling unit that is leased for 99 years or more and the lessee is eligible for and has received the Provincial Home Owner Grant for the preceding year, shall not be included in the calculation of the fee payable)
ARCADE, EXHIBIT or SHOOTING GALLERY	361.00	per annum
ARTIST LIVE/WORK STUDIO	145.00	per annum
ARTS AND CULTURE INDOOR EVENT		
a) 31 to 60 persons	26.00	per event or series of up to three events in a 30-day period
b) 61 to 150 persons	104.00	per event or series of up to three events in a 30-day period
c) 151 to 250 persons	156.00	per event or series of up to three events in a 30-day period

AUTO DEALER	175.00	per annum
AUTO PAINT/BODY SHOP	145.00	per annum
AUTO PARKING	145.00	per annum
AUTO WASHING	145.00	per annum
BACKYARD PAY PARKING	134.00	per annum for the first 2 spaces, and
	58.00	for each additional space
BANK MACHINE	58.00	per annum
BARBER SHOP OR BEAUTY SALON	265.00	per annum
BEAUTY AND WELLNESS CENTRE	341.00	per annum
BED AND BREAKFAST ACCOMMODATION	49.00	per annum
BILLIARD-ROOM KEEPER	290.00	per annum
BODY-RUB PARLOUR, BODY-PAINTING STUDIO & MODEL STUDIO	11,023.00	per annum
BOOK AGENT	175.00	per annum
BOTTLE DEPOT	175.00	per annum
BOWLING ALLEY	268.00	per annum
C.N.I.B. CONCESSION STAND	1.00	per annum
CANVASSER	145.00	per annum
CARPET/UPHOLSTERY CLEANER	175.00	per annum
CASINO - CLASS 1	281.00	per annum
CASINO - CLASS 2	12,618.00	per annum

CATERER	386.00	per annum
CHIMNEY SWEEP	175.00	per annum
CLUB	10.00	per annum
CLUB MANAGER	145.00	per annum
COIN-OPERATED SERVICES	386.00	per annum
COMMUNITY ASSOCIATION	2.00	per annum
COMPASSION CLUB	1,061.00	per annum
CONTRACTOR	175.00	per annum
COURIER/MESSENGER	145.00	per annum
DAIRY	386.00	per annum
DANCE HALL	290.00	per annum
DANCING ACADEMY	175.00	per annum
DATING SERVICE	175.00	per annum
DRY CLEANER	145.00	per annum
DUPLEX	69.00	Per annum for each dwelling unit (EXCEPT that no licence is required for a dwelling unit that is actually occupied by the owner of the premises)
Dwelling Unit that a person rents, intends to rent, or customarily rents to a tenant except for a dwelling unit for which a fee is payable under another part of this Schedule A	69.00	per annum
ELECTRICIAN	145.00	per annum

EXHIBITION

(a)	Circus or Rodeo EXCEPT that where the Circus or Rodeo is to be held or exhibited entirely within a permanent building, the fee shall be	164.00	per day
		331.00	per week
		3,105.00	per annum
(b)	Horse Racing	12,618.00	per annum
(c)	Automobile or Motorcycle Racing	164.00	per day
		331.00	per week
		1,263.00	per annum
(d)	Concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a license, where the capacity of the facility:		
	(A) does not exceed 500 seats	145.00	per day or
		284.00	per week or
		3,105.00	per annum
	(B) is greater than 500 seats but does not exceed 1000 seats	164.00	per day or
		331.00	per week or
		2,910.00	per annum
	(C) is greater than 1000 seats but does not exceed 2000 seats	194.00	per day or
		386.00	per week or
		3,880.00	per annum
	(D) exceeds 2000 seats	223.00	per day or
		438.00	per week or
		4,48.00	per annum

EXCEPT that where no part of the proceeds from any event listed in (c) or (d) enures to the benefit or private gain of

any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event, the fee shall be	40.00 49.00 1,941.00	per day or per week or per annum
(e) Boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned	165.00 331.00 2,910.00	per day or per week or per annum
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 1	16.30	Per annum per seat, based on the number of seats set out on the Provincial liquor license for the establishment, except that despite the number of seats, the minimum fee will be \$145.00 and the maximum fee will be \$22,047.00
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 2		
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 3		
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 4		
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 5		
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 6		
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 7		
FAMILY SPORTS AND ENTERTAINMENT CENTRE	346.00	per annum
FARMERS' MARKET	10.00	per annum
FINANCIAL INSTITUTION	1,476.00	per annum
FITNESS CENTRE - CLASS 1	145.00	per annum
FITNESS CENTRE - CLASS 2	268.00	per annum
FUND RAISER	175.00	per annum
GASOLINE STATION	216.00	per annum
HAIR STYLIST	145.00	per annum per chair

HAIRDRESSER	145.00	per annum per chair
HEALTH CARE OFFICE	145.00	per annum
HEALTH ENHANCEMENT CENTRE	269.00	per annum
HOMECRAFT	73.00	per annum
HOTEL	73.00	per annum, plus
	69.00	per annum per dwelling unit
HOTEL	51.00	per annum per housekeeping unit
	34.00	per annum per sleeping unit
INTER-MUNICIPAL BUSINESS LICENCE	250.00	per annum
JANITOR SERVICE	175.00	per annum
JUNK DEALER, MOBILE	145.00	per annum
KENNEL	145.00	per annum
LATE NIGHT DANCE EVENT	315.00	per event with patron capacity of less than 350
LATE NIGHT DANCE EVENT	554.00	per event with patron capacity of 350 or more but less than 750
LATE NIGHT DANCE EVENT	948.00	per event with patron capacity of 750 or more but less than 2000
LATE NIGHT DANCE EVENT	1,263.00	per event with patron capacity of 2000 or more
LAUNDRY (with equipment)	268.00	per annum
LIMITED SERVICE FOOD ESTABLISHMENT	523.00	per annum
LIQUOR DELIVERY SERVICE	175.00	per annum

LIQUOR RETAIL STORE	402.00	per annum
LIVERY AND FEED STABLES	268.00	per annum
LOCKSMITH	175.00	per annum
MANUFACTURER	145.00	per annum
MANUFACTURER - FOOD	757.00	per annum
MARINA OPERATOR	289.00	per annum plus
	1,337.00	for each occupied live-aboard boat 21 feet or less in length, at water line, plus
	1,618.00	for each occupied live-aboard boat more than 21 feet but not more than 26 feet in length, at water line, plus
	1,821.00	for each occupied live-aboard boat more than 26 feet but not more than 31 feet in length, at water line, plus
	2,077.00	for each occupied live-aboard boat more than 31 feet but not more than 37 feet in length, at water line, plus
	2,292.00	for each occupied live-aboard boat which is more than 37 feet in length at water line.
MILK VENDOR	268.00	per annum
MOVING TRANSFER SERVICE	145.00	per annum
MULTIPLE CONVERSION DWELLING	69.00	per annum per dwelling unit

	51.00	per annum per housekeeping unit
MULTIPLE CONVERSION DWELLING	34.00	per annum per sleeping unit (EXCEPT that a dwelling unit, sleeping unit or house keeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)
NEWSPAPER VENDING MACHINE	38.00	per annum per machine
NON-PROFIT HOUSING	145.00	per annum
ONE-FAMILY DWELLING which is leased to and occupied by persons other than the building's owner	69.00	per annum
PACIFIC NATIONAL EXHIBITION - Annual Fair	17,671.00	per annum
PAINTER	145.00	per annum
PAWNBROKER	2,241.00	per annum
PEDDLER	145.00	per annum
PEDDLER - FOOD	268.00	per annum
PERSONAL CARE HOME	34.00	per annum per licensed bed
PET STORE	268.00	per annum
PLUMBER	145.00	per annum
PSYCHIC OR ASTROLOGICAL SERVICE	145.00	per annum
PUBLIC BIKE SHARE	2,296.00	per annum
PUBLIC MARKET OPERATOR	1,493.00	per annum

PUBLIC MARKET OPERATOR who operates on a temporary basis only	526.00	per day
RENTAL DEALER	145.00	per annum
RESIDENTIAL RENTAL UNIT	69.00	per annum
RESTAURANT - CLASS 1	757.00	per annum
RESTAURANT - CLASS 1 with Liquor Service	757.00 +9.90 per seat	per annum
RESTAURANT - CLASS 2	757.00	per annum
RESTAURANT - CLASS 2 with Liquor Service	757.00 +9.67 per seat	per annum
RETAIL DEALER	145.00	per annum
RETAIL DEALER - FOOD	268.00	per annum
RETAIL DEALER - GROCERY	862.00	per annum
RETAIL DEALER - MARKET: 50,000 sq. ft. premises	4,307.00	per annum
RETAIL DEALER - MEDICAL MARIJUANA- related	31,824.00	per annum
ROOMING HOUSE	34.00	per annum per sleeping unit (EXCEPT that a sleeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)
SCAVENGER	290.00	per annum
SCHOOLS - BUSINESS OR TRADE	268.00	per annum
SCHOOLS - PRIVATE	268.00	per annum
SCRAP METAL RECYCLER	145.00	per annum

SECOND-HAND DEALER -CLASS 1	2,241.00	per annum
SECOND-HAND DEALER -CLASS 2	1,231.00	per annum
SECOND-HAND DEALER-CLASS 3	850.00	per annum
SECOND-HAND DEALER -CLASS 4	321.00	per annum
SECOND-HAND DEALER -CLASS 5	321.00	per annum
SECOND-HAND DEALER -CLASS 6	529.00	per annum
SOCIAL ESCORT	175.00	per annum
SOCIAL ESCORT SERVICE	1,303.00	per annum
SOLICITING FOR CHARITY	10.00	per annum
SPECIALTY WINE STORE	268.00	per annum
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 1	6.00	per annum per seat, based on the number of seats set out on the Provincial liquor license for the establishment, except that despite the number of seats, the minimum fee will be \$145.00 and the maximum fee will be \$3,016.00
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS- 2		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 3		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 4		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 5		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 6		
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 7	6.00	per annum per seat, based on the number of seats set out on the Provincial liquor license for the establishment, except that despite the number of seats, the minimum fee will be \$145.00 and the maximum fee will be \$513.00
STEAM BATH/MASSAGE PARLOUR	290.00	per annum
STREET VENDOR	145.00	per annum

SWIMMING POOL located in a hotel, apartment building, club, health spa or other business required to be licensed under this By-law	776.00	per annum
TALENT/MODEL AGENCY	174.00	per annum
TANNING/SKIN CARE SALON	268.00	per annum
TATTOO PARLOUR	268.00	per annum
TAXICAB PREMISES	145.00	per annum
THEATRE	268.00	per annum
TRAILER COURT	244.00	per annum per space
TRANSIENT PEDDLER OR TRANSIENT TRADER	718.00 3,493.00	per week or per annum
UNDERTAKER	268.00	per annum
URBAN FARM - CLASS A	10.00	per annum
URBAN FARM - CLASS B	145.00	per annum
VENDING MACHINE	18.00	per annum per machine
VENUE	6.00	per annum per seat except that despite the number of seats, the minimum fee will be \$69.00 and the maximum fee will be \$465.00
WAREHOUSE OPERATOR	145.00	per annum
WAREHOUSE OPERATOR - FOOD	386.00	per annum
WEDDING CHAPEL	379.00	per annum
WHOLESALE DEALER	145.00	per annum
WHOLESALE DEALER - FOOD	386.00	per annum
WINDOW CLEANER	145.00	per annum

ANY BUSINESS, TRADE, PROFESSION OR OTHER OCCUPATION NOT SPECIFIED HEREIN	145.00	per annum
TRANSFER OF A LICENSE	145.00	
NON-REFUNDABLE PORTION OF FEE	87.00	per license where the applicable fee is greater than \$87.00
LATE PAYMENT FEE	40.00	or 10% of the license fee, whichever is greater

SCHEDULE B

MISCELLANEOUS SERVICE FEES

PART 1

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

Fee

Base fee	\$929.00
Incremental Fees:	
Neighbourhood notification	\$1,116.00
Staff-held neighbourhood public meeting	\$1,921.00
Telephone survey	\$1,052.00

PART 2

Application fee for comments on
temporary amendment to liquor licence

Fee

Term

Application fee for
comments on a temporary amendment
to liquor license requesting later closing
hours of operation

\$0.45

per night per seat
except that, despite
the number of seats
or the number of
nights, the minimum
fee will be \$92.00
and the maximum
fee will be \$620.00

Application processing fee for comments
on a temporary amendment to liquor
license requesting earlier opening hours of
operation

\$92.00

Application processing fee for comments
on a temporary amendment to liquor
license requesting any other change to a
liquor license

\$92.00

Application processing fee for comments
on new liquor license or a permanent or
temporary amendment to a liquor license
requesting liquor service hours past
midnight, or patron participation
entertainment, for food primary
establishments

\$92.00

PART 3

Application fee (section 6.3)	\$56.00
Request for copy of license (section 7.1)	\$5.00
Request for change of business name or business trade name (section 7.2)	\$10.00
Request for change of business address under license (section 7.3)	\$23.00
Request for change in business license category (section 7.4)	\$10.00
Temporary license fee for standard hours liquor establishment	\$92.00

EXPLANATION

**Vehicles for Hire By-law amending By-law
Re: 2018 fees**

The attached By-law will implement Council's resolution of October 17, 2017, to amend the Vehicles for Hire By-law to increase fees for 2018.

Director of Legal Services
October 17, 2017

110.

BY-LAW NO. _____

**A By-law to amend Vehicles for Hire By-law No. 6066
regarding 2018 fees**

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

- 1. This By-law amends the indicated schedules of the Vehicles for Hire By-law.
- 2. Council:
 - (a) repeals Schedule A, and substitutes Schedule A attached to this By-law; and
 - (b) approves the fees set out in the new Schedule A.
- 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 January 1, 2018.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

Year 2018 Vehicles for Hire License Fees

SCHEDULE A

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

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

Airport Shuttle Bus	Per annum for each vehicle	\$ 87.00
Airport Transporter	Per annum for each vehicle	\$180.00
Antique Limousine	Per annum for each vehicle	\$226.00
Bus Limousine	Per annum for each vehicle	\$226.00
Charter Bus	Per annum for each vehicle	\$180.00
Charter Van	Per annum for each vehicle	\$180.00
Courier Bicycle	Per annum for each vehicle	\$ 19.00
Driver Instruction Vehicle	Per annum for each vehicle	\$180.00
Dual Taxicab	Per annum for each vehicle	\$593.00
Handicapped Cab	Per annum for each vehicle	\$180.00
Horse-Drawn Carriage	Per annum for each vehicle	\$592.00
Luxury Limousine	Per annum for each vehicle	\$226.00
Motor Stage	Per annum for each vehicle	\$180.00
Part-time Taxicab	Per annum for each vehicle	\$593.00
Pedicab	Per annum for each vehicle	\$180.00
For each person operating a leased pedicab on a daily fee basis	Per annum	\$ 12.00
School Cab	Per annum for each vehicle	\$180.00
School Shuttle Van	Per annum for each vehicle	\$180.00
Sedan Limousine	Per annum for each vehicle	\$226.00

Sport Utility Limousine	Per annum for each vehicle	\$226.00
Stretch Limousine	Per annum for each vehicle	\$226.00
Taxicab	Per annum for each vehicle	\$593.00
Taxicab operating under a temporary permit approved by the Passenger Transportation Board	Per annum for each vehicle	\$296.00
If used also for displaying advertising material, for each taxicabs so used, additional fee	Per annum for each vehicle	\$ 38.00
Tow Truck	Per annum for each vehicle	\$180.00
U-Drive	Per annum for each vehicle with 4 or more wheels	\$ 50.00
	Per annum for each vehicle with less than 4 wheels	\$ 13.00
Unless otherwise provided herein, the license fee to operate a vehicle licensed for one purpose shall be \$82.00 for each additional purpose authorized by this By-law		\$ 82.00

Administrative costs

Transfer of License - Section 11(4)		\$145.00
Replacement Plate - Section 12(4)		\$ 36.00
Bicycle Courier Testing - Section 15(1)		\$ 40.00

Pro-rated licence fees

If a person commences owning or operating a vehicle for hire after January 1 in any calendar year, the license fee is to be pro-rated by dividing the applicable annual license fee by 12 and multiplying the resulting number by the number of whole or partial months remaining in that calendar year.

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 725-747 Southeast Marine Drive**

Following the Public Hearing on October 20, 2016, Council resolved to give conditional approval to the rezoning of the site at 725-747 Southeast Marine Drive. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 17, 2017

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-711 (e) attached as Schedule A to the By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (679).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (679), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Club, Community Centre or Neighbourhood House, Fitness Centre, Library and Museum or Archives;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Manufacturing Uses, limited to Jewellery Manufacturing and Printing or Publishing;
- (e) Office Uses;
- (f) Retail Uses, limited to Farmers' Markets, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store and Small-scale Pharmacy;
- (g) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry

Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class A, Repair Shop - Class B, Restaurant, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade and Wedding Chapel;

- (h) Utility and Communication Uses, limited to Public Utility and Radiocommunication Station; and
- (i) Accessory Uses customarily ancillary to uses listed in this Section 2.2.

Conditions of use

3.1 No portion of the first storey of the building along Marine Drive, to a depth of 10.7 m from the south wall and extending across its full width, shall be used for residential purposes except for entrances to the residential portion.

3.2 All commercial uses permitted in the By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and
- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

Floor area and density

4.1 Computation of the floor space ratio must assume that the site consists of 7,190 m², being the site size at the time of application for the rezoning evidenced by this By-law prior to any dedications.

4.2 The floor space ratio for all uses must to not exceed 3.98.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the residential floor area being provided, and

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

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

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

Building height

5. Building height, measured from base surface, must not exceed 63.1 m.

Horizontal angle of daylight

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

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

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

6.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:

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

6.5 An obstruction referred to in section 6.2 means:

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

- (b) the largest building permitted under the zoning on any site adjoining CD-1 (679).

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

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

Acoustics

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

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

Severability

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

Force and effect

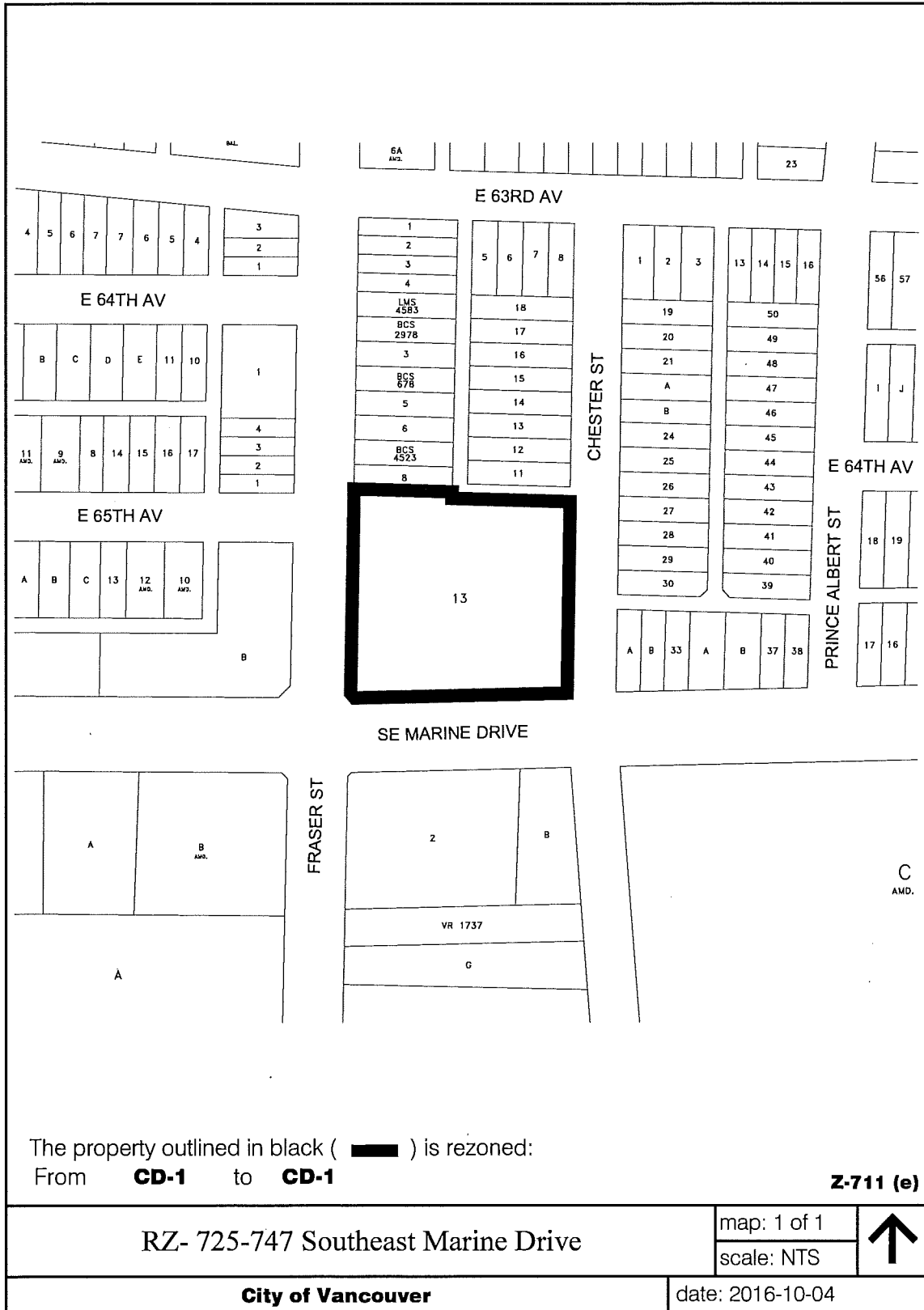
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

Schedule A



EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 5030-5070 Cambie Street**

Following the Public Hearing on June 13, 2017, Council resolved to give conditional approval to the rezoning of the site at 5030-5070 Cambie Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 17, 2017

5030-5070 Cambie Street

HC

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-721 (d) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (680).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (680), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Multiple Dwelling; and
- (b) Accessory uses customarily ancillary to the uses permitted in this Section 2.2.

Conditions of use

3. The design and layout of at least 25% of the dwelling units must:

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

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 2,111.3 sq. m, being the site area at the time of application for the rezoning evidenced by this By-law prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 2.40.

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

4.4 Computation of floor area must exclude:

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

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

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

Building height

5. Building height, measured from base surface, must not exceed 20.3 m.

Horizontal angle of daylight

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

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

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

6.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (680).

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

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

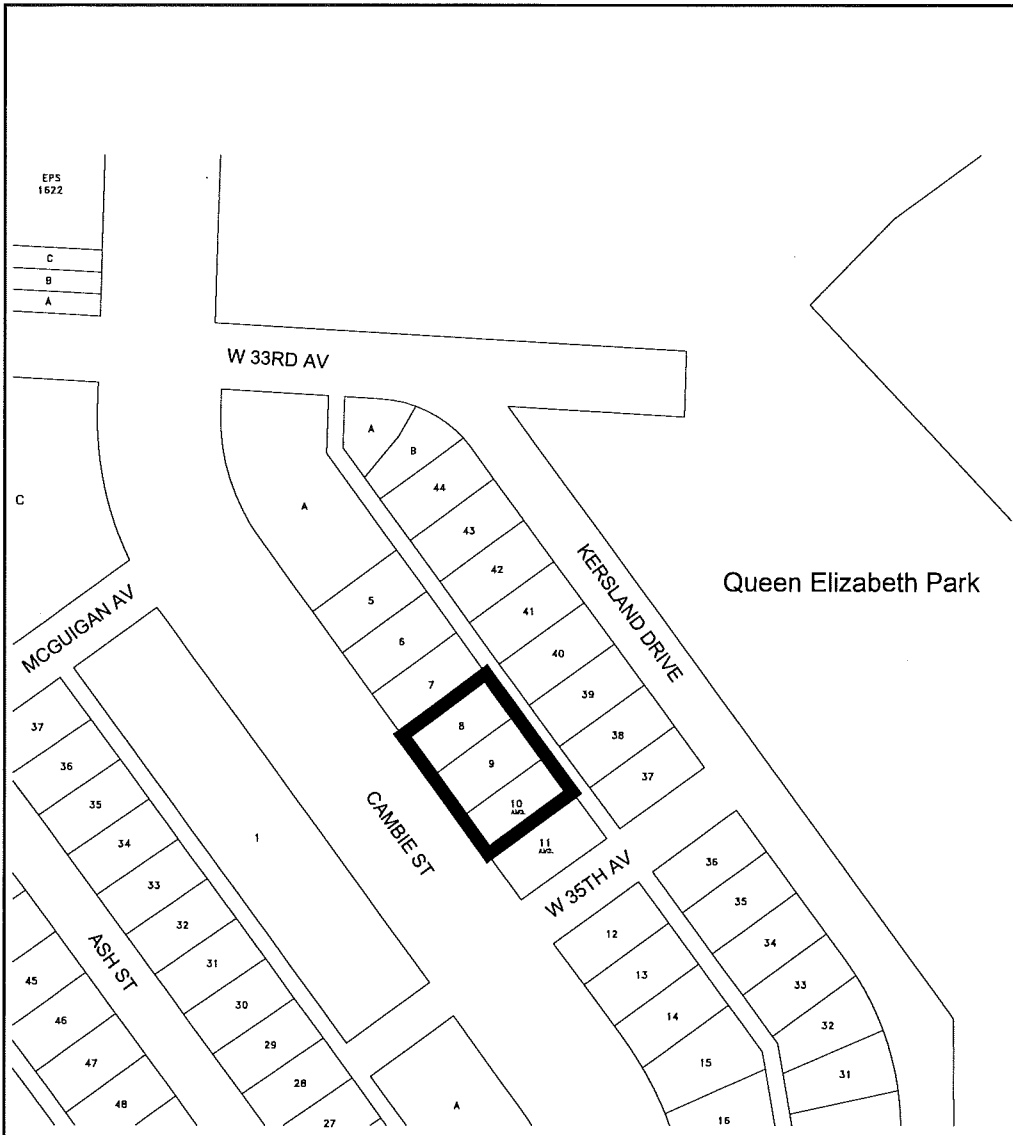
Acoustics

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

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

Severability

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



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

Z-721 (d)

RZ- 5030-5070 Cambie Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2017-05-17

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 505 West 62nd Avenue**

Following the Public Hearing on July 12, 2016, Council resolved to give conditional approval to the rezoning of the site at 505 West 62nd Avenue. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 17, 2017

505 West 62nd Avenue

HC.

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z- 707 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (681).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (681), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

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

Conditions of use

3. The design and layout of at least 25% of the dwelling units must:
- (a) be suitable for family housing;
 - (b) include two or more bedrooms; and
 - (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor area must assume that the site area is 976.9 m², being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 2.72.

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

4.4 Computation of floor area must exclude:

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

4.5 Computation of floor area may exclude:

- (a) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

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

Building height

5. Building height, measured from the base surface, must not exceed 21.3 m.

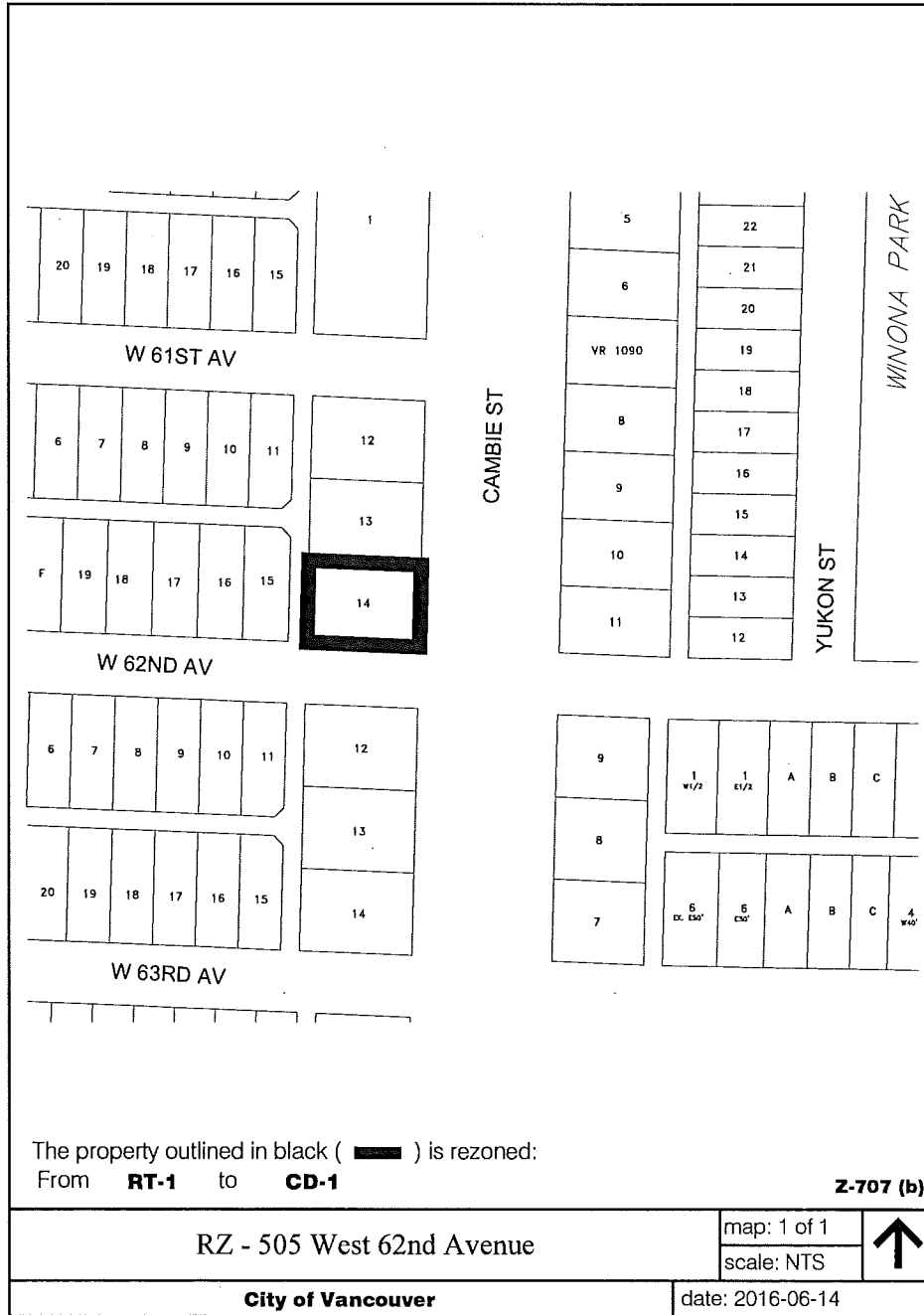
Horizontal angle of daylight

- 6.1 Each habitable room must have at least one window on an exterior wall of a building.
- 6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 6.3 Measurement of the plane or planes referred to in Section 6.2 must be horizontally from the centre of the bottom of each window.
- 6.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:
- (a) the Director of Planning or Development Permit Board first considers all of the applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of unobstructed view is not less than 3.7 m.
- 6.5 An obstruction referred to in section 6.2 means:
- (a) any part of the same building including permitted projections; or
 - (b) the largest building permitted under the zoning on any site adjoining CD-1 (681).
- 6.6 A habitable room referred to in section 6.1 does not include:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit; or
 - (ii) 9.3 m².

Acoustics

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

Schedule A



EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1495 West 8th Avenue**

Following the Public Hearing on January 24, 2017, Council resolved to give conditional approval to the rezoning of the site at 1495 West 8th Avenue. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 17, 2017

He.

1495 West 8th Avenue

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-714 (e) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (682).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (682), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Arts and Culture Indoor Event, Billiard Hall, Bingo Hall, Club, Fitness Centre - Class 1, Hall, Library, and Museum or Archives;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Child Day Care Facility, Social Service Centre, Community Care Facility - Class B;
- (d) Office Uses, limited to General Office;
- (e) Retail Uses, limited to Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Retail Store, Small-scale Pharmacy;
- (f) Service Uses, limited to Auction Hall, Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory,

Print Shop, Production or Rehearsal Studio, Repair Shop, Restaurant, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, Sign Printing Shop, and Wedding Chapel subject to section 11.20 of the Zoning and Development By-law; and

- (g) Accessory Uses customarily ancillary to the uses listed in this Section 2.2.

Conditions of use

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

- (a) Restaurant at ground level; and
- (b) display of flowers, plants, fruits and vegetables.

3.2 The design and layout of at least 25% of the dwelling units must:

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

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 2,228 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all combined uses must not exceed 6.02, except that dwelling uses must not exceed 4.50.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the residential floor area; and
 - (ii) the balconies must not be enclosed for the life of the building.

- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area;
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and
- (f) unenclosed outdoor areas underneath tower building overhangs, provided they are at grade level, except that they must remain unenclosed for the life of the building.

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

Building height

5. Building height, measured from base surface, must not exceed 54.0 m.

Horizontal angle of daylight

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

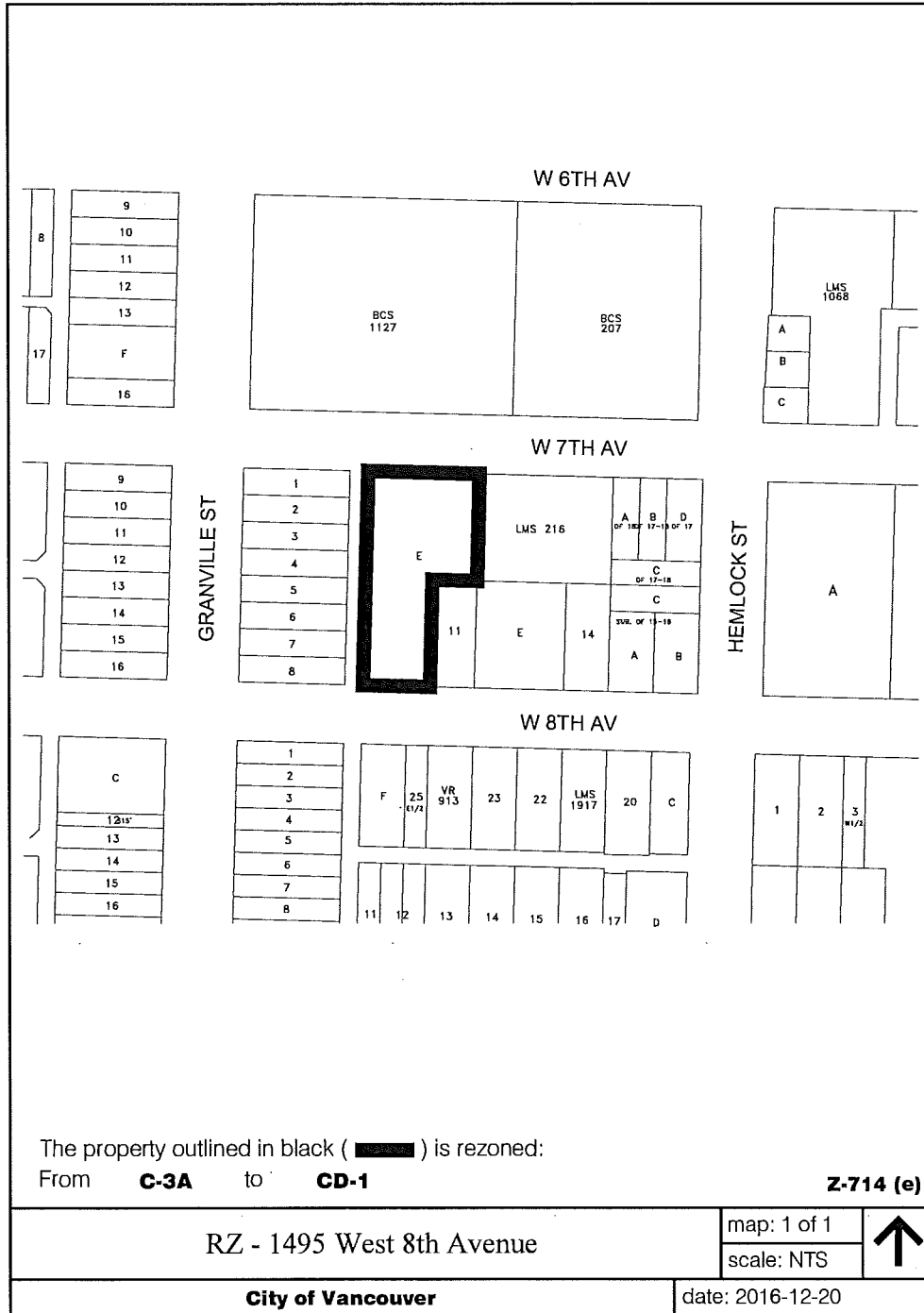
6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

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

6.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if:

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

Schedule A



EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1837-1847 Main Street, 180 East 2nd Avenue and 157-185 East 3rd Avenue**

After a public hearing on November 24, 2015 to consider a rezoning application, the application was approved by Council in principle, subject to fulfilment of the condition that the owner of the subject lands make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter*.

Such a Housing Agreement has been accepted and signed by the owner applicant. Enactment of the attached By-law will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services
October 17 2017

1837-1847 Main Street,
180 East 2nd Avenue and
157-185 East 3rd Avenue

HC.

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1837-1847 Main Street, 180 East 2nd Avenue and 157-185 East 3rd Avenue**

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: No PID

Lot 1 Block 14 District Lot 200A Plan EPP53535

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the 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 _____, 2017.

Mayor

City Clerk

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Y	M	D
17		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER, by its
authorized signatory:

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.

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals and all Schedules hereto;
- (b) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital B(ii);
- (c) "City Manager" means the chief administrator from time to time of the City and his/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) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (f) "Cultural Amenity Space" means the Cultural Amenity Space to be constructed as part of the Development on the Lands, as contemplated by the Rezoning Application;
- (g) "Development" means the development on the Lands described in Recital D and approved by the Development Permit;
- (h) "Development Permit" means a development permit issued by the City after the full execution of this Agreement to develop the Lands, as contemplated by the Rezoning Application;
- (i) "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;
- (j) "Eligible Tenants" means the tenants who are listed as residents in the applicant's Tenant Relocation Plan in any of the existing units that will be demolished if the redevelopment contemplated by the Development Permit proceeds and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and "Eligible Tenant" means any one of them;
- (k) "General Manager of Community Services" means the City's General Manager of Community Services from time to time (as successor in function to the City's Chief Housing Officer), and her/his successors in function and their respective nominees;
- (l) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (m) "Lands" means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;

- (x) "Social Housing" has the meaning ascribed to that term in Vancouver Development Cost Levy By-law No. 9755;
- (y) "Social Housing Condition" has the meaning ascribed to that term in Recital E;
- (z) "Social Housing Units" has the meaning ascribed to that term in Section 2.1(b), and "Social Housing Unit" means any one of such Units;
- (aa) "Social Housing Units Air Space Parcel" has the meaning ascribed to that term in Section 3.1(a);
- (bb) "Tenant Relocation Plan" means the Owner's final Tenant Relocation Plan as approved by the General Manager of Community Services;
- (cc) "Tenant Relocation Report" means the report which outlines the names of Eligible Tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value to be given to each Eligible Tenant (Moving Expenses, rent and any other compensation); and includes a summary of all communication provided to the Eligible Tenants prior to issuance of that Report (i.e., prior to Building Permit in the case of the Interim Report and prior to final Occupancy Permit in the case of the final Report);
- (dd) "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 New Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building;
- (ee) "Vancouver" has the meaning ascribed to that term in Recital B(ii); and
- (ff) "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

- (d) throughout the Term, the Social Housing Units (or Replacement Social Housing Units, as applicable) will only be used for the purpose of providing Rental Housing;
- (e) throughout the Term, the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Social Housing Unit (or Replacement Social Housing Unit, as applicable) for a term of less than one month at a time;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit (or Replacement Social Housing Unit, as applicable) to be sold or otherwise transferred unless every Social Housing Unit (or Replacement Social Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner, and subject further to Section 11.8;
- (g) throughout the Term, it will not suffer, cause or permit the Lands or the New Building (or any replacement building(s) on the Lands, as applicable), or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld, subject to ARTICLE 3;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit (or Replacement Social Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands in contravention of Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will insure, or cause to be insured, the Lands and the New 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
- (j) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Social Housing Units (or Replacement Social Housing Units, as applicable) or any part thereof are/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;
- (k) prior to the issuance of the Development Permit the Owner will provide to the General Manager of Community Services, in form and contents satisfactory to the General Manager of Community Services, a notarized declaration which demonstrates that each Eligible Tenant has been given written notice of the Owner's intent to redevelop the property; that indicates the number of units occupied on the date of the notice; includes information of posting of notice regarding the intent to redevelop as per Section 3 of the Rate of Change guidelines; and includes copies of a letter addressed to each Eligible Tenant

- (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
- (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
- (iv) the preparation and registration of any such discharge will be without cost to the City.

3.2 **Partial Discharge.** Following such subdivision and partial discharge, this Agreement will be read and applied so that the obligations herein will apply only to any parcel in which Social Housing Units are contained.

ARTICLE 4 RETURNING TENANTS

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

- (a) it will provide all Eligible Tenants with the notice, rent allowance, Moving Expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan; and
- (b) It will in all other respects comply with and fulfill the terms and conditions set out in the Tenant Relocation Plan.

ARTICLE 5 BUILDING PERMIT RESTRICTION ON THE LANDS

5.1 **No Building Permit.** The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered, to the General Manager of Community Services, an interim Tenant Relocation Report in form and contents satisfactory to the General Manager of Community Services;
- (b) the City will be under no obligation to issue any Building Permit, notwithstanding compliance by the Owner with all other prerequisites to the issuance of a Building Permit, until such time as the Owner has complied with Section ARTICLE 5; and
- (c) Without limiting the general scope of ARTICLE 9, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit for the New Building until there is compliance with the provisions of this ARTICLE 5.

**ARTICLE 8
ENFORCEMENT**

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

**ARTICLE 9
RELEASE AND INDEMNITY**

- 9.1 **Release and Indemnity.** Subject to Section 9.2, 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. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building;
- B. withholding any permit pursuant to this Agreement; or
- C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (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, other than wilful misconduct 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 9 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:

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

If to the City:

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

Attention: City Clerk, with concurrent copy to the Director of Legal Services; or

If to the Owner:

0839879 B.C. Ltd.
8417 Main Street
Vancouver, B.C.
V5X 3M3

Attention: Director,

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 11 MISCELLANEOUS

- 11.1 **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.
- 11.2 **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.
- 11.3 **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.

and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the applicable obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 11.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the Director of Legal Services, over its mortgage).

- 11.10 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.
- 11.11 Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.

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

END OF DOCUMENT