



## REVISED AGENDA - VICTORIA CITY COUNCIL

Thursday, November 26, 2020

Council Chambers, City Hall, 1 Centennial Square

The City of Victoria is located on the homelands of the Songhees and Esquimalt People

Due to the COVID-19 Pandemic, public access to City Hall is not permitted. This meeting may be viewed on the City's webcast at [www.victoria.ca](http://www.victoria.ca).

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A Council Member Motion requesting reconsideration of a matter that was heard at the November 5, 2020 Council meeting.

**\*D.2. Rise and Report**

**\*D.2.a. From the Closed Council Meeting held November 19, 2020**

Employee Relations - Ratification of Tentative Agreement with CUPE

1. That Council approve ratification of the tentative agreement set out in the Memorandum of Agreement dated October 27, 2020 between the bargaining representatives of the City of Victoria and the Canadian Union of Public Employees (CUPE) Local 50.
2. That Council authorize a rise and report on the agenda of the November 26, 2020 daytime Council meeting agenda.

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### **F.1.a. Report from the November 19 COTW Meeting**

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## **G. BYLAWS**

### **G.1. Bylaws for 1908, 1916, and 1920 Oak Bay Avenue: Rezoning Application No. 00694 and Development Permit with Variances Application No. 000551**

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A report recommending:

- **1st and 2nd readings of:**
  - Zoning Regulation Bylaw, Amendment Bylaw (No. 1237) No. 20-103
- **1st, 2nd, and 3rd readings of:**
  - Housing Agreement (1908, 1916, and 1920 Oak Bay Avenue) Bylaw (2020) No. 20-119

The application is ready to proceed to Public Hearing and proposes to increase the density of an approximately four-storey, mixed-use building with ground-floor commercial and residential above.



A report recommending:

- **1st, 2nd, and 3rd readings of:**
  - City Parkades Electric Vehicle Charging Fees Bylaw No. 20-032
  - Streets and Traffic Bylaw, Amendment Bylaw (No. 9) No. 20-033

The purpose of the City Parkades Electric Vehicle Charging Fees Bylaw is to establish fees for the use of electric vehicle charging stations in City owned or operated parkades and surface lots.

The purpose of the Streets and Traffic Amendment Bylaw is to delegate powers to the Director of Engineering to set fees for the use of public electric vehicle charging stations and designate portions of streets for electric vehicles, and update the language with respect to persons with disabilities and accessible parking permits.

**\*G.3. Bylaws for 43, 45, and 55 Gorge Road East and 2827, 2829, and 2831 Irma Street: Rezoning Application No. 00720 and Development Permit with Variances Application No. 00135**

**Addendum**

A report recommending:

- **1st and 2nd readings of:**
  - Zoning Regulation Bylaw, Amendment Bylaw (No. 1236) No. 20-094
- **1st, 2nd, and 3rd readings of:**
  - Housing Agreement (43 Gorge Road East) Bylaw (2020) No. 20-095
  - Housing Agreement (45 Gorge Road East) Bylaw (2020) No. 20-096
  - Housing Agreement (55 Gorge Road East) Bylaw (2020) No. 20-097
  - Housing Agreement (2827 Irma Street) Bylaw (2020) No. 20-098
  - Housing Agreement (2829 Irma Street) Bylaw (2020) No. 20-099
  - Housing Agreement (2831 Irma Street) Bylaw (2020) No. 20-100

The application is ready to proceed to Public Hearing and proposes to increase the density and construct a five-storey, mixed-use building consisting of ground floor commercial and residential uses above.

- \*G.4. Bylaws for 1050-1058 Pandora Avenue & 1508, 1514, and 1516 Cook Street: Rezoning Application No. 00695, Heritage Alteration Permit Application No. 00016, and Heritage Designation Application No. 000188**

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**Addendum**

A report recommending:

- **That Council adopt a resolution to approve a statutory right-of-way**
- **1st and 2nd readings of:**
  - Zoning Regulation Bylaw, Amendment Bylaw (No. 1220) No. 20-041
  - Heritage Designation (1050-1058 Pandora Avenue and 1508, 1514 and 1516 Cook Street and 1518 Cook Street) Bylaw No. 20-007
- **1st, 2nd, and 3rd readings of:**
  - Housing Agreement (1050-1058 Pandora Avenue and 1508, 1514 and 1516 Cook Street and 1518 Cook Street) Bylaw (2020) No. 20-042
- **Consider an amended Heritage Alteration Permit motion**

The application is ready to proceed to Public Hearing and proposes for a six-storey, mixed-use development consisting of commercial and residential uses.

- \*G.5. Bylaws for Parks Regulation Amendment Bylaw**

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**Addendum**

- **1st, 2nd, and 3rd readings of:**
  - Parks Regulation Bylaw, Amendment Bylaw (No. 11) No. 20-113
  - Parks Regulation Bylaw, Amendment Bylaw (No. 10) Amendment Bylaw No. 20-114

The purpose of Bylaw No. 20-113 is to amend the *Parks Regulation Bylaw* to provide for a buffer between private property and any homeless shelter erected in a park and to temporarily prohibit any sheltering in Centennial Square.

The purpose of Bylaw No. 114 is to set the repeal of the temporary daytime sheltering during the pandemic provisions to March 31, 2021.

## **H. CLOSED MEETING**

### **MOTION TO CLOSE THE NOVEMBER 26, 2020 COUNCIL MEETING TO THE PUBLIC**

That Council convene a closed meeting that excludes the public under Section 90 of the *Community Charter* for the reason that the following agenda items deal with matters specified in Sections 90(1) and/or (2) of the *Community Charter*, namely:

*Section 90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:*

- *Section 90(1)(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;*
- *Section 90(1)(c) labour relations or other employee relations; and*
- *Section 90(1)(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality.*

*Section 90(2) A part of a council meeting must be closed to the public if the subject matter being considered relates to one or more of the following:*

- *Section 90(2)(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party;*

## **I. APPROVAL OF CLOSED AGENDA**

## **J. READING OF CLOSED MINUTES**

## **K. UNFINISHED BUSINESS**

## **L. CORRESPONDENCE**

## **M. NEW BUSINESS**

M.1. Land/Intergovernmental Relations - Community Charter Section 90(1)(e) and 90(2)(b)

M.2. Land - Community Charter Section 90(1)(e)

M.3. Appointment - Community Charter Section 90(1)(a)

M.4. Employee Relations - Community Charter Section 90(1)(c)

N. CONSIDERATION TO RISE & REPORT

O. ADJOURNMENT



## MINUTES - VICTORIA CITY COUNCIL

November 5, 2020, 2:43 P.M.

**COUNCIL CHAMBERS - 1 CENTENNIAL SQUARE, VICTORIA BC**

**To be held immediately following the Committee of the Whole Meeting**

**The City of Victoria is located on the homelands of the Songhees and Esquimalt People**

**PRESENT:** Mayor Helps in the Chair, Councillor Alto, Councillor Dubow, Councillor Potts, Councillor Young

**PRESENT FOR A PORTION OF THE MEETING:** Councillor Isitt, Councillor Loveday

**PRESENT ELECTRONICALLY:** Councillor Thornton-Joe

**STAFF PRESENT:** J. Jenkyns - City Manager, S. Thompson - Deputy City Manager / Director of Finance, P. Bruce - Fire Chief, C. Coates - City Clerk, T. Soulliere - Director of Parks, Recreation & Facilities, T. Zworski - City Solicitor, B. Eisenhauer - Head of Engagement, K. Hoese - Director of Sustainable Planning and Community Development, C. Havelka - Deputy City Clerk, C. Mycroft - Manager of Executive Operations, P. Bellefontaine - Director of Engineering & Public Works, C. Moffat - Assistant City Solicitor, J. Jensen - Head of Human Resources, L. Van Den Dolder - Assistant City Solicitor, M. Sandhu - Head of Service Innovation and Improvement, P. Rantucci - Head of Strategic Real Estate, R. Morhart - Manager of Permits and Inspections, S. Perkins - Manager of Bylaw Services, A. Meyer - Assistant Director of Development Services, N. Sidhu - Assistant Director of Parks and Recreation, M. Heiser - Committee Secretary

**A. CONVENE COUNCIL MEETING**

**B. APPROVAL OF AGENDA**

**Moved By** Councillor Alto

**Seconded By** Councillor Loveday

That the agenda be approved.

**Amendment:**

**Moved By** Councillor Loveday  
**Seconded By** Councillor Dubow

That the following item be added to the agenda:

**E.1.b Report from the November 5, 2020 COTW Meeting**

**E.1.b.a By-Election Ministerial Order**

**CARRIED UNANIMOUSLY**

**Main motion as amended:**

**CARRIED UNANIMOUSLY**

**C. READING OF MINUTES**

**Moved By** Councillor Alto  
**Seconded By** Councillor Potts

That the following minutes be adopted:

1. Minutes from the daytime meeting held September 10, 2020
2. Minutes from the daytime meeting held October 1, 2020
3. Minutes from the evening meeting held October 8, 2020
4. Minutes from the evening meeting held October 22, 2020

**CARRIED UNANIMOUSLY**

**D. PROCLAMATIONS**

**D.1 "Respiratory Therapy Week" - October 25 to 31, 2020**

**Moved By** Councillor Dubow  
**Seconded By** Councillor Loveday

That the following proclamation be endorsed:

1. "Respiratory Therapy Week" - October 25 to 31, 2020

**CARRIED UNANIMOUSLY**

**E. REPORTS OF COMMITTEE**

**E.1 Committee of the Whole**

**E.1.a Report from the October 22, 2020 COTW Meeting**

**E.1.a.a 2021 Downtown Victoria Business Association (DVBA)  
Budget Presentation**

**Moved By** Councillor Alto  
**Seconded By** Councillor Thornton-Joe

Council approve the Downtown Victoria Business Association budget for 2021, as presented.

**CARRIED UNANIMOUSLY**

**E.1.a.b1623-1625 Bank Street - Report on the Potential Heritage Designation (South Jubilee) (Update report to follow)**

**Moved By** Councillor Alto  
**Seconded By** Councillor Young

That Council receive the report for information.

**CARRIED UNANIMOUSLY**

**E.1.a.c901 Gordon Street - Rezoning Application No.00743 (Downtown)**

**Moved By** Councillor Alto  
**Seconded By** Councillor Potts

1. That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00743 for 901 Gordon Street, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set.
2. That Council authorize the street-level projecting canopies over the City right-of-way on Gordon Street, Courtney Street and Broughton Street, provided that the applicant enters into an Encroachment Agreement prior to a Public Hearing in a form satisfactory to the City Solicitor and the Director of Engineering and Public Works.

**CARRIED UNANIMOUSLY**

**E.1.a.d1150 Douglas Street - Rezoning Application No.00748 (Downtown)**

**Moved By** Mayor Helps  
**Seconded By** Councillor Alto

That Council decline Rezoning Application No. 00748 for the property location at 1150 Douglas Street.

FOR (5): Mayor Helps, Councillor Alto, Councillor Dubow, Councillor Thornton-Joe, Councillor Potts

OPPOSED (2): Councillor Loveday, Councillor Young

**CARRIED (5 to 2)**

#### **E.1.a.eInitiating a City of Victoria Governance Review**

**Moved By** Councillor Loveday

**Seconded By** Councillor Alto

1. That Council direct staff to schedule a Council workshop and a separate workshop for staff and a workshop for residents and stakeholders to provide input to further inform the scope and priorities of a Governance Review and the selection of a consultant;
2. And That Council direct staff to report back with a proposed work plan and engagement strategy for the Governance Review aligned to the scope outlined in this report and informed by input received at the workshops outlined previously;
3. And That Council directs staff to report back with a budget estimate for the Governance Review and include that estimate in the 2021 budget for Council's consideration;
4. And That Council appoints up 3 Councillors as a sub-committee to guide the Governance Review process.
5. That Council direct staff to include in their report back best practices regarding embedding equity and anti-racism mandate into the governance review.

#### **Amendment:**

**Moved By** Councillor Loveday

**Seconded By** Mayor Helps

- ~~1. That Council direct staff to schedule a Council workshop and a separate workshop for staff and a workshop for residents and stakeholders to provide input to further inform the scope and priorities of a Governance Review and the selection of a consultant;~~
- ~~2. And That Council direct staff to report back with a proposed work plan and engagement strategy for the Governance Review aligned to the scope outlined in this report and informed by input received at the workshops outlined previously;~~
- ~~3. And That Council directs staff to report back with a budget estimate for the Governance Review and include that estimate in the 2021 budget for Council's consideration;~~
4. That Council direct staff to report back with a proposed work plan and engagement strategy that includes a Council workshop, a separate workshop for staff, and a workshop for residents and stakeholders to provide input to further inform the scope and priorities of a Governance Review aligned to the scope outlined in this report;
5. And That Council directs staff to report back with a budget estimate for the Governance Review and include



**that estimate in the 2021 budget for Council's consideration;**

6. And That Council appoints up 3 Councillors as a sub-committee to guide the Governance Review process.
7. That Council direct staff to include in their report back best practices regarding embedding equity and anti-racism mandate into the governance review.

**CARRIED UNANIMOUSLY**

**On the main motion as amended:**

1. That Council direct staff to report back with a proposed work plan and engagement strategy that includes a Council workshop, a separate workshop for staff, and a workshop for residents and stakeholders to provide input to further inform the scope and priorities of a Governance Review aligned to the scope outlined in this report;
2. And That Council directs staff to report back with a budget estimate for the Governance Review and include that estimate in the 2021 budget for Council's consideration;
3. And That Council appoints up 3 Councillors as a sub-committee to guide the Governance Review process;
4. That Council direct staff to include in their report back best practices regarding embedding equity and anti-racism mandate into the governance review.

**CARRIED UNANIMOUSLY**

#### **E.1.b Report from the November 5, 2020 COTW Meeting**

##### **E.1.b.a By-Election Ministerial Order**

**Moved By** Councillor Alto

**Seconded By** Councillor Potts

That Council authorize the provisions of the Ministerial Order applicable to the December 12, 2020 by-election:

1. As an exception to section 110 of the Act, and despite paragraphs 14, 15, 16 and 17 of the "City of Victoria Election Procedure Bylaw No. 02-013" as amended, or an applicable provision of any other bylaw, Council may, for mail ballot voting in the City of Victoria by-election:
  - a. permit voting by all eligible electors under the Act to be done by mail ballot and, in relation to this, may permit elector registration to be done in conjunction with this voting;
  - b. permit a secrecy sleeve to be used instead of a secrecy envelope in accordance with this Order and if a secrecy sleeve is permitted any requirement under the Act and the "City of Victoria Election Procedure Bylaw No. 02-13" as amended pertaining to a secrecy envelope must be read as pertaining to a secrecy sleeve for the purposes of this Order;

- c. permit the City of Victoria's Chief Election Officer to establish time limits in relation to voting by mail ballot at their sole discretion; and
  - d. permit the City of Victoria's Chief Election Officer to establish procedures for voting, processing and securing mail ballots at their sole discretion including, but not limited to, establishing times for opening certification envelopes, placing mail ballots in the vote tabulating machine, and securing the memory card of the vote tabulating machine.
2. Despite paragraphs 11 (1), (3)(a)(ii) and (b), (4) (c) of the "City of Victoria Election Procedure Bylaw No. 02-013" as amended, or an applicable provision of any other bylaw, Council may, for the City of Victoria by-election, permit advance voting opportunities under sections 106 and 107 of the Act and general voting under sections 105 and 106 to be conducted without a secrecy sleeve.
  3. As an exception to section 125 (1) (b) and (c) of the Act, and despite paragraph 11 (3) (ii) of the "City of Victoria Election Procedure Bylaw No. 02-013" as amended, or an applicable provision of any other bylaw, Council may, for the City of Victoria by-election, permit the elector, as directed by the election official responsible, to make an oral declaration that the elector is entitled to vote in the by-election when obtaining a ballot for voting, in which case the election official responsible must make a record that the elector made an oral declaration.
  4. As an exception to section 109 (1) of the Act, and despite paragraph 9 (1) of the "City of Victoria Election Procedure Bylaw No. 02-013" as amended, or an applicable provision of any other bylaw, Council may, for the City of Victoria by-election, permit the City of Victoria's Chief Election Officer to establish special voting opportunities or to determine that no special voting opportunities will be held at their sole discretion.

**CARRIED UNANIMOUSLY**

**F. BYLAWS**

**F.1 Bylaw for Rental Property Standards of Maintenance Bylaw**

**Moved By** Councillor Alto

**Seconded By** Councillor Potts

That Council:

1. Rescind third reading of the Rental Property Standards of Maintenance Bylaw, No. 20-091 (the "Bylaw");

FOR (6): Mayor Helps, Councillor Alto, Councillor Dubow, Councillor Loveday, Councillor Thornton-Joe, Councillor Potts

OPPOSED (1): Councillor Young

**CARRIED (6 to 1)**

**Moved By** Councillor Alto

**Seconded By** Councillor Thornton-Joe

2. Amend the Bylaw as follows:
  - a. in section 12, strike out subsection (5) and replace with the following:  
“(5) All rooms containing sanitary facilities within a residential property shall: have a door that can be securely closed at any entrance, and be maintained in good order, free of mould and in a clean condition.”,
  - a. in section 13 (1), strike out “washer, dryer and double laundry sink”, and replace with “washer and dryer”, and
  - b. in section 13 (3), strike out “a double laundry sink and”.

FOR (6): Mayor Helps, Councillor Alto, Councillor Dubow, Councillor Loveday, Councillor Thornton-Joe, Councillor Potts

OPPOSED (1): Councillor Young

**CARRIED (6 to 1)**

**Moved By** Councillor Alto

**Seconded By** Councillor Potts

3. Give third reading to the Bylaw as amended.

FOR (6): Mayor Helps, Councillor Alto, Councillor Dubow, Councillor Loveday, Councillor Thornton-Joe, Councillor Potts

OPPOSED (1): Councillor Young

**CARRIED (6 to 1)**

## **G. CORRESPONDENCE**

### **G.1 Letter from the Corporation of the District of Saanich**

Council received a letter dated October 8, 2020 from the Corporation of the District of Saanich regarding Federal Funding for Affordable Housing.

**Moved By** Councillor Dubow

**Seconded By** Councillor Potts

That the letter be received for information.

**CARRIED UNANIMOUSLY**

*Council recessed the Daytime Council meeting at 3:04 p.m.*

## **H. CLOSED MEETING**

**Motion to go into a closed Council meeting at 3:05 p.m.:**

**Moved By** Councillor Potts

**Seconded By** Councillor Loveday

**MOTION TO CLOSE THE NOVEMBER 5, 2020 COUNCIL MEETING TO THE PUBLIC**

That Council convene a closed meeting that excludes the public under Section 90 of the *Community Charter* for the reason that the following agenda items deal with matters specified in Sections 90(1) and/or (2) of the *Community Charter*, namely:

Section 90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- Section 90(1)(c) labour relations or other employee relations;
- Section 90(1)(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- Section 90(1)(f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;
- Section 90(1)(g) litigation or potential litigation affecting the municipality;
- Section 90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

#### **CARRIED UNANIMOUSLY**

*Councillor Dubow withdrew from the meeting at 3:05 p.m.*

#### **I. APPROVAL OF CLOSED AGENDA**

**Moved By** Councillor Potts

**Seconded By** Councillor Alto

That the closed agenda be approved.

#### **CARRIED UNANIMOUSLY**

#### **J. READING OF CLOSED MINUTES**

#### **M. NEW BUSINESS**

##### **M.1 Land/Legal Advice - Community Charter Sections 90(1)(e) and (i)**

Council discussed a land and legal matter.

The motion was recorded and kept confidential.

##### **M.2 Law Enforcement/ Potential Litigation/ Legal Advice - Community Charter Sections 90(1) (f), (g), and (i)**

Council discussed a law enforcement, potential litigation, and legal advice matter.

The motion was recorded and kept confidential.

##### **M.3 Legal Advice – Community Charter Section 90(1)(i)**

Council discussed a legal advice matter.

The conversation was recorded and kept confidential.

*Councillor Isitt returned to the meeting at 3:56 p.m.*

**M.4 Legal Advice – Community Charter Section 90(1)(i)**

Council discussed a legal advice matter.

The conversation was recorded and kept confidential.

*Councillor Loveday withdrew from the meeting 4:22 p.m.*

*The open Council meeting reconvened at 5:40 p.m.*

**E. REPORTS OF COMMITTEE**

**E.1 Committee of the Whole**

**E.1.b Report from the November 5, 2020 COTW Meeting**

**E.1.b.b Council Member Motion: Parks Sheltering Update**

**Moved By** Councillor Alto

**Seconded By** Councillor Potts

Staff be directed to work with community organizations to find a location outside but adjacent to Beacon Hill Park for a Community Care Tent. That staff report to Council if there any challenges with the operations of the Community Care Tent.

FOR (6): Mayor Helps, Councillor Alto, Councillor Dubow, Councillor Isitt, Councillor Thornton-Joe, Councillor Potts

OPPOSED (1): Councillor Young

**CARRIED (6 to 1)**

**Moved By** Councillor Young

**Seconded By** Councillor Isitt

That Council direct staff to report back on Nov 12 COTW on the implications of introducing a setback requirement for private property boundaries for shelters erected in accordance with section 16 A and 16 B of the Parks Regulation Bylaw, based on the following potential set backs: 4 metres, 6 metres

FOR (5): Mayor Helps, Councillor Alto, Councillor Isitt, Councillor Thornton-Joe, Councillor Young

OPPOSED (2): Councillor Dubow, Councillor Potts,

**CARRIED (5 to 2)**

**P. ADJOURNMENT**

**Moved By** Councillor Alto

**Seconded By** Councillor Potts

That the Closed Council Meeting be adjourned at 5:43 p.m.

**CARRIED UNANIMOUSLY**

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CITY CLERK

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MAYOR



**Council Member Motion**  
**Council Meeting of November 26, 2020**

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**Date:** November 19, 2020

**From:** Mayor Helps

**Subject:** Reconsideration of Council Motion on Rezoning Application for 1150 Douglas Street

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**Background:**

At the November 5, 2020 daytime meeting Council passed the following motion with respect to the application for Rezoning to permit a Storefront Cannabis Retailer at 1150 Douglas Street:

**That Council decline Rezoning Application No. 00748 for the property location at 1150 Douglas Street.**

I have received information from Darlene Hollstein, General Manager of the Bay Centre in relation to this application that, in my view warrants further consideration by Council. Ms. Hollstein informed me during our conversation that securing a rezoning and a 10 year lease with option for renewal for a government-run cannabis dispensary would help in securing tenants for the vacant units adjacent to the proposed dispensary location. These units have been vacant for an extended period, and – with the dispensary proposed – Ms. Hollstein has begun to have inquiries from prospective retail tenants, one of which is a high-quality local retailer.

Given the difficult circumstances facing local businesses and property owners and the potential increase in downtown vacancies as COVID-19 continues, I am asking Council to reconsider its decision on this matter, to put the option back on the table for consideration and consider sending this proposal forward to a public hearing so we can hear from the public on the matter.

Attached as Appendix A is the staff report and attachments that were reviewed by Council at the October 22, 2020 Committee if the Whole Meeting.

Pursuant to the authority granted Mayors in the Community Charter under section 131, to require an issue back for reconsideration within 30 days of the motion passing, I am respectfully exercising that authority for reconsideration of this matter and for Council to vote again with respect to the rezoning application.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Helps".

Mayor Lisa Helps

Attachment A – October 22, 2020 Committee of the Whole Report – Rezoning Application  
1150 Douglas Street



## Committee of the Whole Report

### For the Meeting of October 22, 2020

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**To:** Committee of the Whole **Date:** October 8, 2020

**From:** Karen Hoese, Director, Sustainable Planning and Community Development

**Subject:** Rezoning Application No. 00748 for 1150 Douglas Street

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### RECOMMENDATION

That Council decline Rezoning Application No. 00748 for the property located at 1150 Douglas Street.

### LEGISLATIVE AUTHORITY

In accordance with Section 479 of the *Local Government Act*, Council may regulate within a zone the use of land, buildings and other structures, the density of the use of the land, building and other structures, the siting, size and dimensions of buildings and other structures as well as the uses that are permitted on the land and the location of uses on the land and within buildings and other structures.

### EXECUTIVE SUMMARY

The purpose of this report is to present Council with information, analysis and recommendations for a rezoning application for the property located at 1150 Douglas Street. The proposal is to add the use of storefront cannabis retailer to the OTD-1 Zone, Old Town District-1 as a site-specific regulation for 1150 Douglas Street.

The following points were considered in assessing this application:

- the proposal is consistent with the Core Historic designation in the *Official Community Plan* and the Historic Commercial District designation in the *Downtown Core Area Plan*, both of which envision active commercial uses on the ground floor
- the proposal is inconsistent with the *Storefront Cannabis Retailer Rezoning Policy*, as there are three properties within 400m with storefront cannabis retailer as a permitted use and there is a school within 200m.

### BACKGROUND

#### Description of Proposal

This rezoning application is to permit the use of storefront cannabis retailer at 1150 Douglas Street. The following differences from the current OTD-1 Zone are being proposed:

- storefront cannabis retailer would be a permitted use



- only one storefront cannabis retailer would be permitted to operate on the property at a time
- storefront cannabis retailer would be restricted to a maximum floor area of 155m<sup>2</sup>.

## **Sustainability**

The applicant has not identified any sustainability features associated with this proposal.

## **Active Transportation**

The applicant has not identified any active transportation impacts associated with this Application.

## **Public Realm**

No public realm improvements beyond City standard requirements are proposed in association with this Rezoning Application.

## **Accessibility**

The British Columbia Building Code regulates accessibility as it pertains to buildings.

## **Land Use Context**

The area is characterized primarily by retail and restaurant uses at grade, with office uses on the upper storeys.

## **Existing Site Development and Development Potential**

The subject property is occupied by the shopping mall known as The Bay Centre, which features a variety of retail stores and restaurants. Under the current OTD-1 Zone, Old Town District-1, the property could be developed for commercial and mixed-use buildings up to a height of 15m and a density of up 3.0:1 floor space ratio.

## **Community Consultation**

Consistent with the *Storefront Cannabis Retailer Rezoning Policy*, the requirement to arrange and participate in a Community Association Land Use Committee (CALUC) Community Meeting is waived unless the application involves construction of a new building; however, the application was referred to the Downtown Residents Association. Also consistent with the policy, the application has been referred to School District No. 61 and the Victoria Police Department (VicPD). No responses have been received at the time of writing this report.

## **ANALYSIS**

### **Official Community Plan**

The *Official Community Plan, 2012* (OCP) lists this property within the Core Historic urban place designation, within which retail is an envisioned use. The property is also included in Development Permit Area 1 (HC): Core Historic which among other things contains design guidelines that aim to create animated and welcoming streetscapes. Provincial regulations prohibit cannabis products from being visible from the street. While staff would encourage the applicant to maintain a positive street relationship, it should be noted that interior improvements

that restrict visibility into the storefront, such as blinds or curtains, are not subject to staff approval. However, extensive use of non-transparent glass or screening films applied to glass would be considered contrary to the design guidelines and would require Council consideration and approval.

### Downtown Core Area Plan

The *Downtown Core Area Plan* designates this property as Historic Commercial District. The application is consistent with the neighbourhood plan, in which zoning accommodates a diverse range of active commercial uses.

### Tree Preservation Bylaw and Urban Forest Master Plan

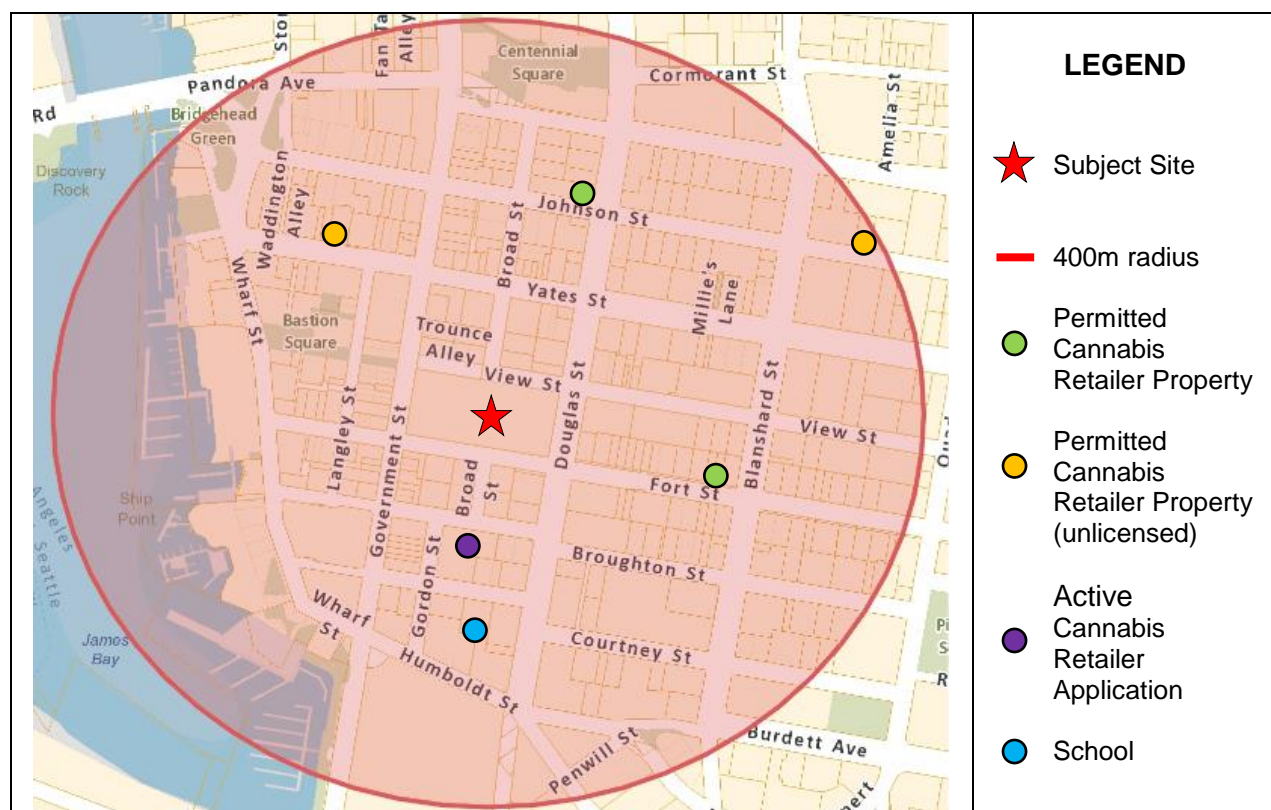
There are no Tree Preservation Bylaw impacts and no impacts to public trees with this Application.

### Storefront Cannabis Retailer Rezoning Policy

The proposal is inconsistent with the *Storefront Cannabis Retailer Rezoning Policy* as there are four properties within 400m of the subject property that have storefront cannabis retailer as a permitted use:

- 778 Fort Street is 177m away and is provincially licensed
- 1402 Douglas Street is 216m away and is provincially licensed
- 546 Yates Street is 160m away and non-operational and not provincially licensed
- 826 Johnson Street is 370m away and is operational but is not provincially licensed.

Finally, there is one independent high school, the Pacific Institute for Innovation and Inquiry, 170m away from the subject property.



## CONCLUSIONS

The proposal to permit the storefront cannabis retailer use is consistent with the *Official Community Plan* and the *Downtown Core Area Plan*. However, the proposal is inconsistent with the *Storefront Cannabis Retailer Rezoning Policy* as there are four other properties within 400m that permit the use of storefront cannabis retailer and there is a school within 200m of the subject property. Staff therefore recommend that Council consider declining the application. However, an alternate motion has been provided for Council's consideration.

## ALTERNATE MOTION

That Council instruct staff to prepare the necessary zoning regulation bylaw amendment that would authorize the proposed development outlined in Rezoning Application No. 00748 for 1150 Douglas Street, that first and second reading of the zoning regulation bylaw amendment be considered by Council and a public hearing date be set.

Respectfully submitted,



Mike Angrove  
Senior Planner  
Development Services Division



Karen Hoes, Director  
Sustainable Planning and Community  
Development Department

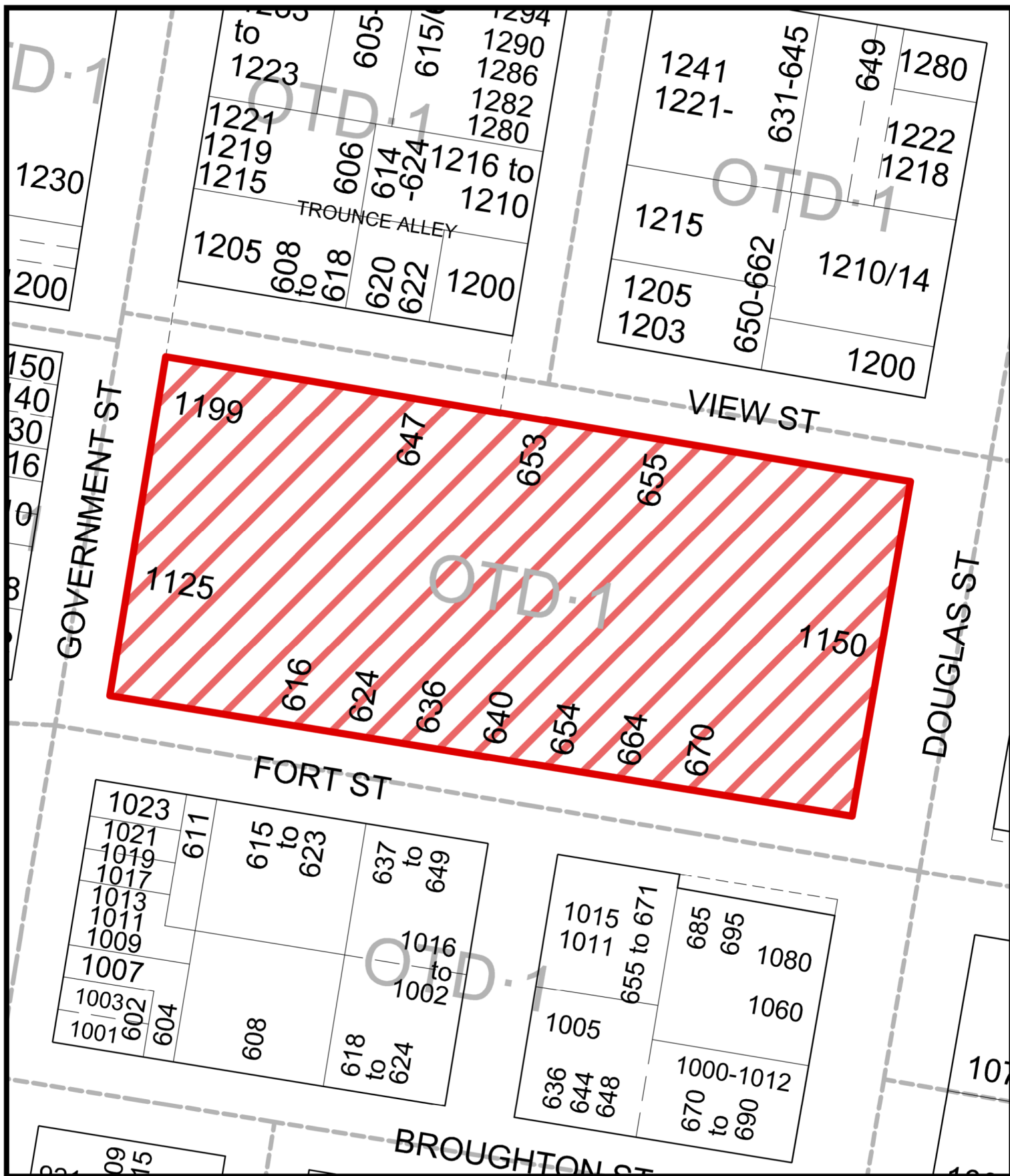
Report accepted and recommended by the City Manager:



Date: October 15, 2020

## List of Attachments

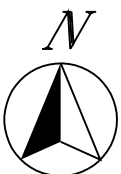
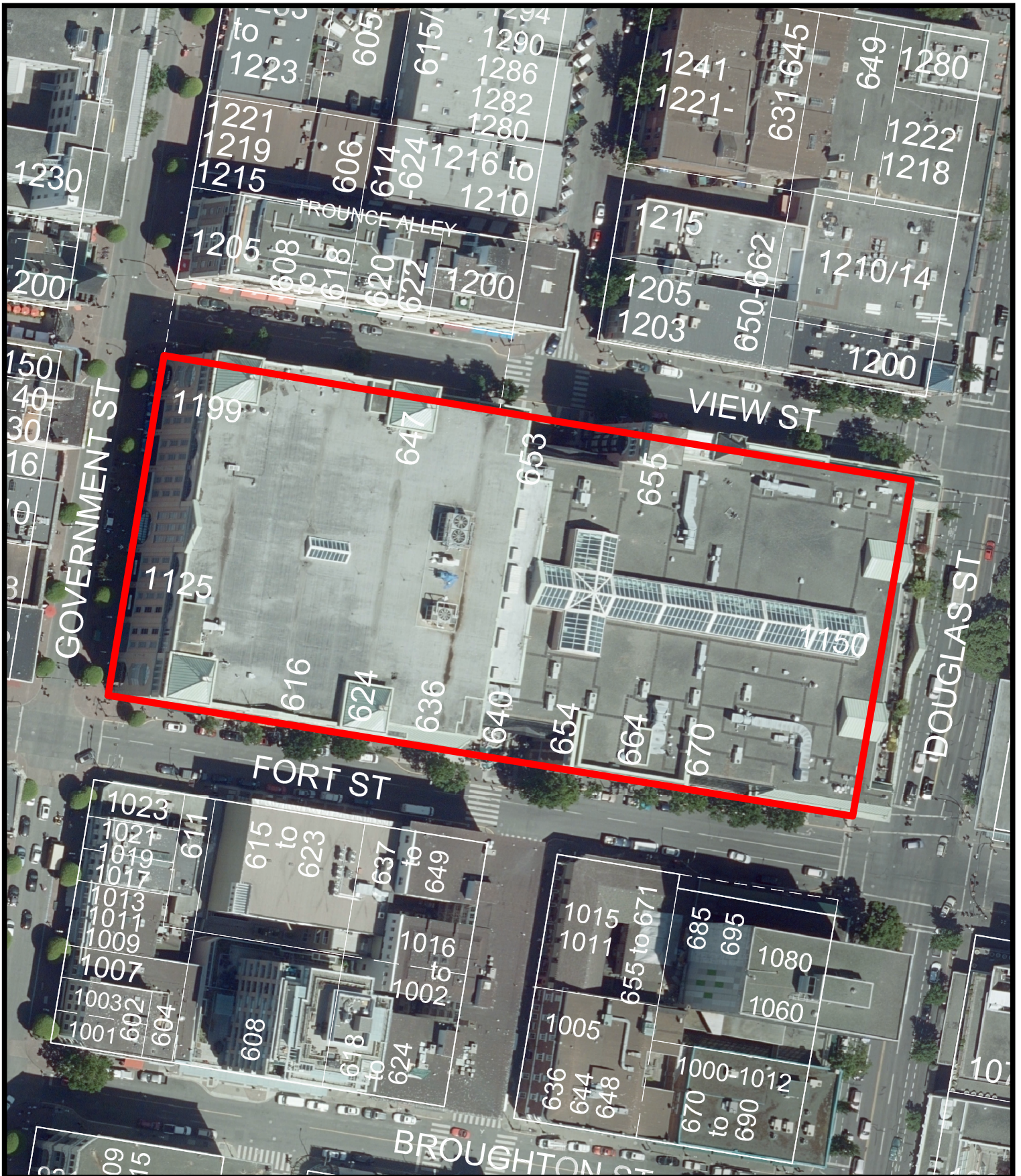
- Attachment A: Subject Map
- Attachment B: Aerial Map
- Attachment C: Plans dated/date stamped September 25, 2020
- Attachment D: Letter from applicant to Mayor and Council dated August 5, 2020.



1150 Douglas Street  
Rezoning No.00748



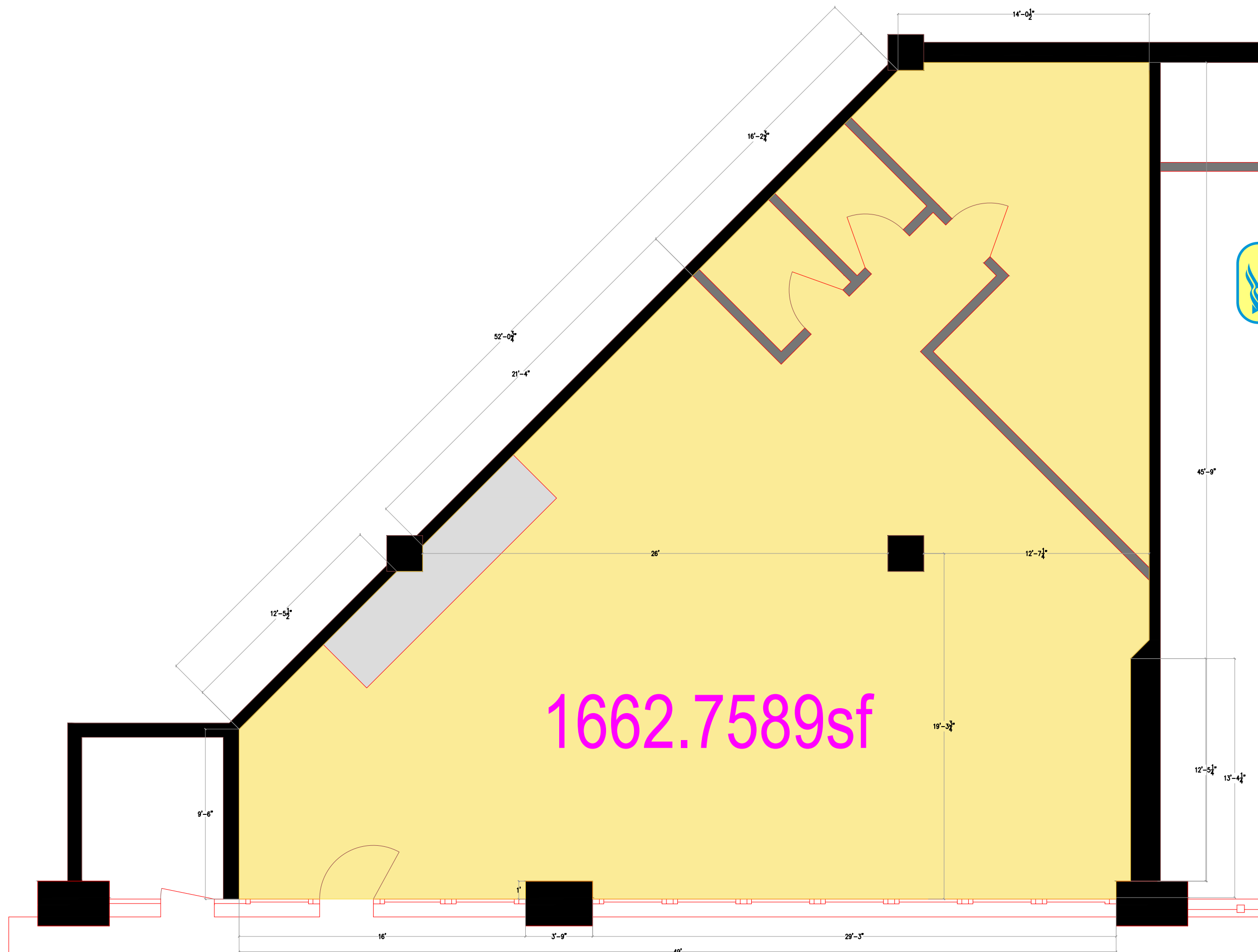





1150 Douglas Street  
Rezoning No.00748







 **Revisions**  
Received Date:  
September 25, 2020

bccs - victoria bay center

The floor plan of the 4th floor of Hudson's Bay is divided into several distinct sections. On the left side, there is a large area labeled 'HUDSON'S BAY' with a grid of small squares representing retail units. To the right of this, there is a large open area labeled 'OPEN TO BELOW'. Further right, there are two large fitness centers: 'GOODLIFE FITNESS 480' and 'GOODLIFE FITNESS 14,499'. Above these fitness centers, there are several smaller retail spaces, including 'PASSPORT CANADA 10,431', 'PHOTOGRAPHY LIGHTWEIGHT', 'SANDWICHES', 'NY PRES', 'KURRY FLAVOUR', and 'KONZ PIZZA'. At the top of the plan, there are food outlets labeled 'FOOD COURT' and 'FOOD COURT STATION'. The plan also includes various stairwells, elevators, and service areas.

HUDSON'S BAY

300 PAWLLEY STREET SOURCE 5,800

310 ARDENE 12,234

311E SPORT CHEK 19,372

325A URBAN PLANET 13,180

316A 1557

OBSERVATION BALCONY

OPEN TO BELOW

ELEVATORS

OPEN TO BELOW

**HUDSON'S BAY**

**LEVEL 1**

**WINTERS/MARSHALL'S/HOMESENSE**

**LEVEL 1 = 11,315 S.F.**

**LEVEL 2 = 8,210 S.F.**

**TOTAL = 20,525 S.F.**

**211C**

**212**

**COAST CAPITAL SAVINGS**

**5635**

**218A**

**BELL**

**219**

**BODY SHOP**

**220**

**ECO CHIC**

**221**

**CALL IT SPRING**

**222**

**OUT OF BOUNDS**

**224A**

**ALDO**

**225**

**THE SHOE SHOP**

**226**

**VIRGIN MOBILE**

**227**

**SINGLAS HIT**

**228**

**ROCKETS**

**229**

**STARBUCKS**

**230A**

**1177**

**231A**

**TELLUS**

**1984**

**200C**

**MARBLE SLAB**

**887**

**1936**

**THE SHOE SHOP**

**200A**

**348**

**SAMMICH**

**200A**

**200B**

**200C**

**200D**

**200E**

**200F**

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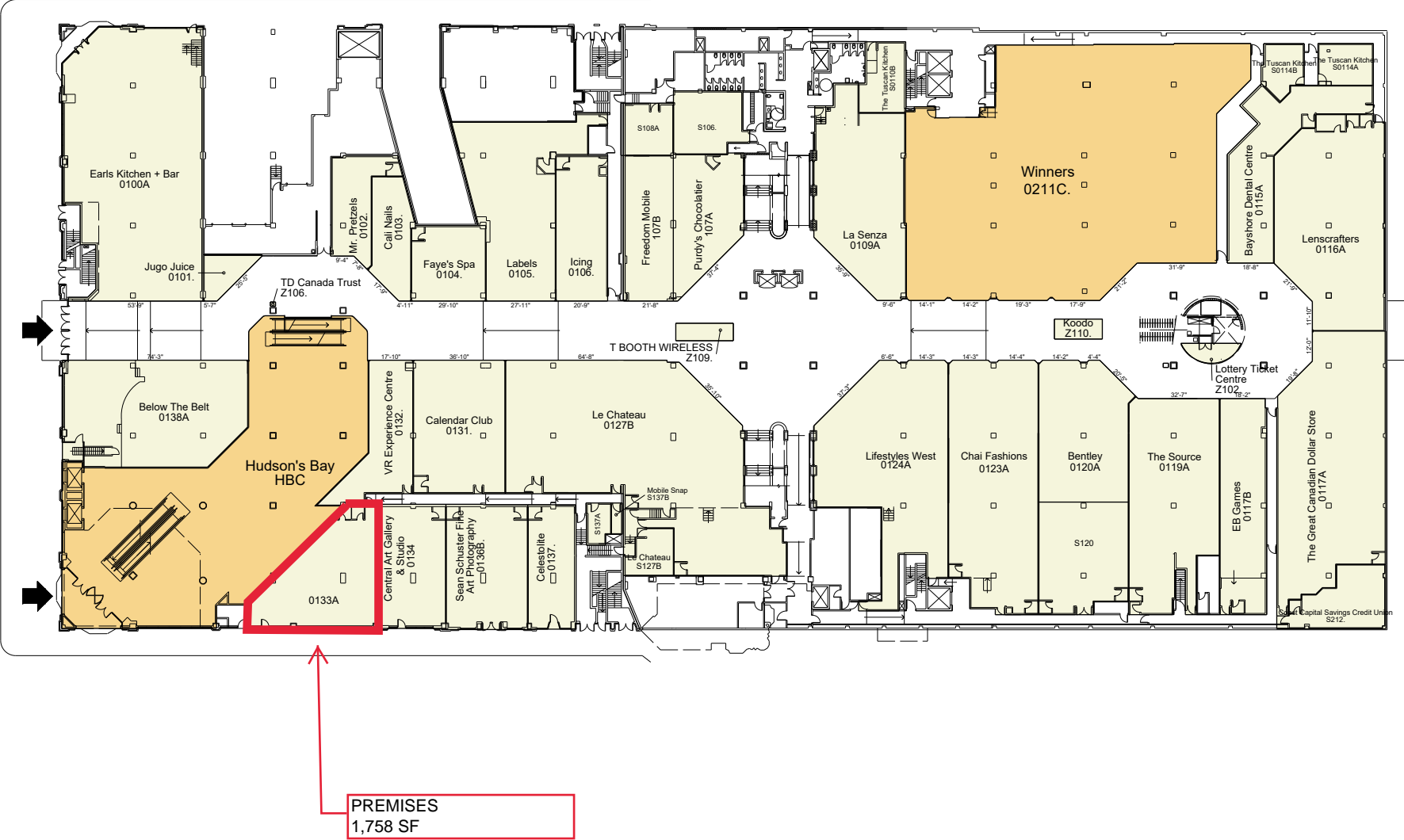
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# BAY CENTRE

## Floor 1















August 5th, 2020

City of Victoria  
1 Centennial Square  
Victoria, BC V8W 1P6

Dear City Staff, Mayor and Members of Council:

**Re: Non-medical cannabis retail store application**

Please accept the Liquor Distribution Branch's (LDB) application to locate a **Government operated** non-medical cannabis retail store at **The Bay Centre, located at 1150 Douglas St.** The LDB has received support from the property owner to proceed with this application (application form, fees and supporting materials attached).

**About the LDB**

The LDB is one of two branches of government responsible for the beverage alcohol industry in BC. The *Liquor Distribution Act* gives the LDB the sole right to purchase and distribute beverage alcohol for the province. The LDB is also the public liquor retailer in the province's mixed public-private model, operating 197 retail outlets under the brand 'BC Liquor Stores.'

Under the [Cannabis Distribution Act](#), the LDB is also the sole wholesale distributor of non-medical cannabis in British Columbia and operates standalone, public retail stores and provides online sales. Since legalization, the LDB has opened BC Cannabis Store retail locations in twenty communities and we are actively working to roll out more stores across the Province to cater to the BC market.

Revenue generated through the LDB's wholesale and retail operations is remitted to the Provincial Government and contributes to supporting vital public services such as health care and education.

Committed to maintaining a level playing field between private and public retailers, the LDB ensures a fair and ethical supply and distribution of non-medical cannabis by applying a common set of rules for both:

- As the wholesaler of non-medical cannabis, it applies a 15% wholesale mark-up on the landed cost of cannabis distributed throughout the province to private and public BC Cannabis Stores
- Purchasing cannabis at a common wholesale price, both private and public retailers are required to pay the cost of shipping product from the LDB warehouse to their retail outlet. E-commerce customers currently pay a flat shipping fee of \$8 on each order purchased via [www.bccannabiswholesale.com](http://www.bccannabiswholesale.com).
- All private and public retail stores are required to comply with the municipal, provincial and federal regulations that govern the purchase, sale, and distribution of non-medical cannabis

- For both private and public retail stores, the minimum retail price for selling non-medical cannabis is either the wholesale price they paid to the LDB or the current LDB wholesale price, whichever is lower.

### **Location of proposed BC Cannabis Store**

The LDB is proposing to open a BC Cannabis Store at **The Bay Centre** for a number of reasons, including that the site is:

- Located in an existing retail centre with strong anchor tenants;
- Easily accessible to customers with ample parking;
- Not expected to adversely impact traffic in the surrounding area, given its location in an already established complex, and;
- Located outside any sensitive use buffers established under the current City Policy.

The size of the proposed non-medical cannabis retail store is approximately 1,758 square feet of which we envision roughly half being dedicated to retail, with the remainder being utilized for office and administrative space for store staff.

### **Our commitment to community engagement and social responsibility**

The LDB works closely with the Liquor and Cannabis Regulation Branch (LCRB), the Ministry of Public Safety and Solicitor General, and the Ministry of Attorney General to encourage the safe and responsible consumption of alcohol and non-medical cannabis in BC.

We are committed to working in partnership with local governments to ensure a smooth introduction of non-medical cannabis to the retail market in BC communities. While government-operated BC Cannabis Stores do not require a licence from the LCRB<sup>[1]</sup>, we are committed to following all municipal zoning processes and meeting all bylaw requirements, as well as working with local law enforcement agencies to maintain public safety.

Social responsibility is integral to the LDB and has been part of our corporate culture for decades. BC Liquor Stores have a well-established history of both undertaking initiatives encouraging the responsible use of our products and fundraising campaigns to give back to the local community.

Since 2010, we have raised nearly one hundred thousand dollars from staff and customers at our Victoria BC Liquor Stores locations, with most of the funds being allocated to programs within the District.

Our current BC *Liquor* Stores social responsibility programs will serve as examples as we move forward on developing our BC *Cannabis* Stores social responsibility endeavours. Our current efforts in the cannabis field include:

- Delivering products that meet strict safety and quality requirements. All cannabis products purchased through the LDB's wholesale channel and sold through BC Cannabis Stores are purchased from federally licensed producers.

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<sup>[1]</sup> As a branch of the Ministry of Attorney General, the LDB does not require a formal license from the LCRB to operate a retail cannabis store - written confirmation from the LCRB is attached.

- Promoting the safe and responsible use of non-medical cannabis through social responsibility campaigns aimed at keeping cannabis out of the hands of minors, preventing driving under the influence, and informing the public about potential associated health risks of consuming cannabis.
- Actively discouraging customers from engaging in high-risk behavior such as driving under the influence, consuming cannabis during pregnancy and participating in sporting activities while under the influence of cannabis;
- Increasing awareness of the dangers associated with over-consumption or risky behavior through various [in-store campaigns](#) with strategically placed messaging, and;
- Incorporating environmental sustainability into all facets of our business with a goal of reducing our environmental footprint and being a leader in sustainable retailing.

### **Keeping cannabis out of the hands of minors.**

Unlike liquor stores, minors will not be permitted inside BC Cannabis Stores, even if they are accompanied by a parent or guardian. Our ID-check policy at store entrances prevents minors from entering our stores. All our staff receive comprehensive training in verifying ID, and will request age verification from all customers appearing under the age of 30.

### **Odour Mitigation**

Product must be packaged and sold in accordance with Health Canada's packaging requirements, in a child-proof container. Since the product is prepackaged at the point of cultivation, there is little-to-no noticeable odor emitted from the store.

There will also be a ventilation and filtration system in order to reduce or eliminate odors. In the event that neighbouring tenants or customers have any concerns in this regard, the LDB will respond to these requests immediately. To date we have received no complaints regarding odours from any of our four stores currently in operation

### **Cannabis store operations**

All BC Cannabis Stores employ unionized staff. This particular location will have approximately 8 employees, including a Store Manager, at least one Assistant Store Manager, and staff comprised of full and part-time Cannabis Consultants. Wages start at \$21.00 per hour with benefits and pension eligibility as Provincial employees. All prospective employees must undertake an Enhanced Security Screening (ESS) as mandated by Provincial law.

Store hours vary but locations are typically open from 10am to 9pm Monday to Saturday and 11am to 7pm on Sundays.

Our neighbourhood strategy includes:

- *Keep It Safe*, a mandatory full-day training program, for all staff. This program covers best practices for dealing with intoxicated customers, suspicious activities, and instances of violence, theft or nuisance. Additional topics covered include understanding cannabis related laws and strategies for maintaining a safe environment for employees and customers.

- Implementation of procedures on how to deal with unruly customers, store safety, loitering, and consumption outside the premises. Procedures are in place to ensure there are at least two employees in the store at all times and that stores are alarmed and locked outside business hours. For events that occur outside of the store, staff are trained to contact mall security, if applicable, or to call 911.
- Training staff on how to verify a customer's age and to identify signs of fraudulent I.D.
- Transporting expired or defective product off-premises for destruction. There will be no disposal of cannabis at any store, further reducing the risk that cannabis will fall into the hands of minors or the illicit market

## **Security**

Customer, employee, and community safety is paramount. The LDB brings over 40 years of experience working with local government, enforcement agencies, and security experts in establishing and operating secure retail stores in BC, and nearly 100 years of retailing regulated products. The LDB utilizes Crime Prevention through Environmental Design (CPTED) principles when designing our retail stores.

BC Cannabis Stores are supported by the LDB's Corporate Loss Prevention department and privately contracted security personnel are available to work in conjunction with store staff to ensure security practices and protocols are followed.

All BC Cannabis Stores have:

- Centrally-monitored province-wide intruder and fire monitoring systems;
- Interior and exterior camera surveillance;
- Locked and tempered glass display cases for cannabis accessories;
- A secure storage room for product storage;
- Durable and reliable commercial-grade doors and locks;
- Security shutters and smash-resistant windows.

Further details regarding BC Cannabis Stores and the LDB's social responsibility efforts are included in the attached presentation. If you require additional materials or have any questions we would be very happy to provide it. We thank you in advance for your consideration of our application.

Sincerely,

Ryan McKeown,  
Senior Business Analyst  
BC Liquor Distribution Branch

## Richard Elliott

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**From:** Ian Sutherland [REDACTED]  
**Sent:** October 19, 2020 6:17 PM  
**To:** Victoria Mayor and Council; Lisa Helps (Mayor); Charlayne Thornton-Joe (Councillor); Geoff Young (Councillor); Marianne Alto (Councillor); Ben Isitt (Councillor); Jeremy Loveday (Councillor); Sharmarke Dubow (Councillor); Sarah Potts (Councillor)  
**Cc:** Michael Angrove  
**Subject:** Rezoning Application No. 00748 for 1150 Douglas Street  
**Attachments:** 1150 Douglas St - Cannabis Retail .pdf

To Mayor and Council,

Please find attached the DRA LUC letter in response to the rezoning application to permit the use of a Storefront Cannabis Retailer at 1150 Douglas Street.

Regards,

Ian Sutherland



Mayor Helps and Council  
City of Victoria  
No.1 Centennial Square  
Victoria, BC, V8W 1P6

October 19<sup>th</sup>, 2020

**Re: Rezoning Application No. 00748 for 1150 Douglas Street**

Dear Mayor Helps and Council,

The DRA LUC would like to offer support for the Staff recommendation to decline the application to permit the use of a Storefront Cannabis Retailer. As observed by Staff, “the proposal is inconsistent with the *Storefront Cannabis Retailer Rezoning Policy*”.

There are four properties within 400m of the subject property that have storefront cannabis retailer as a permitted use:

- 778 Fort Street is 177m away, is provincially licensed and has been operating at that location since 2014;
- 1402 Douglas Street is 216m away, is provincially licensed and has been operating at that location since 2015;
- 546 Yates Street is 160m away, non-operational and not provincially licensed; and,
- 826 Johnson Street is 370m away, has been operating as the Cannabis Compassion Club for 19 years at that location but is not provincially licensed.

Additionally, Staff point out that there is one independent high school, the Pacific Institute for Innovation and Inquiry that, at 170m away from the subject property, is within the 200m proximity.

Proximity rules were established by Council to limit the number of Cannabis retailers to the point that the public is adequately served and operators do not need to sell to minors to make ends meet. There is a strong case that indicates a direct correlation between the viability of these businesses and compliance regarding sale to minors.

There is no shortage of ground floor retail properties for lease within the City and therefore no apparent impediment for the applicant to seek a location that complies with the current proximity rules. It is important that precedence is not set in relaxing these proximity rules without a compelling rationale. We strongly encourage Council to uphold its wise decision to adopt the 400m proximity rule for Cannabis retailers and the 200m proximity rule for schools.



Sincerely,

A handwritten signature in black ink, appearing to be 'Ian Sutherland', with a large loop at the start and a trailing flourish.

Ian Sutherland  
Chair Land Use Committee, Downtown Residents Association

cc COV Planning

1

# Rezoning Application for 1150 Douglas Street



1

## Aerial View

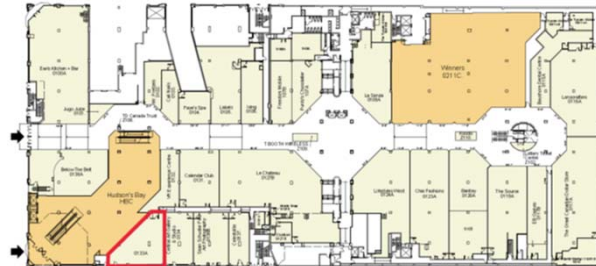
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2

## Subject Site

3



3

## Neighbouring Properties

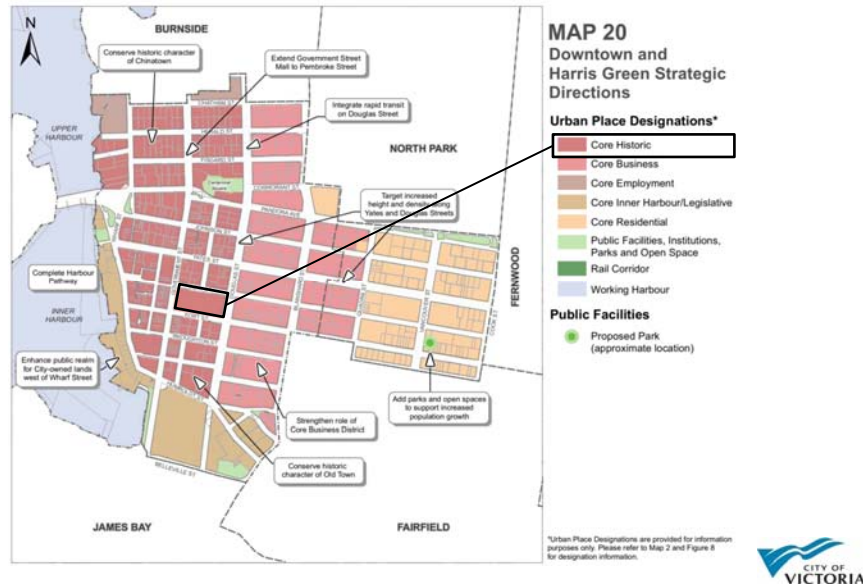
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## Official Community Plan

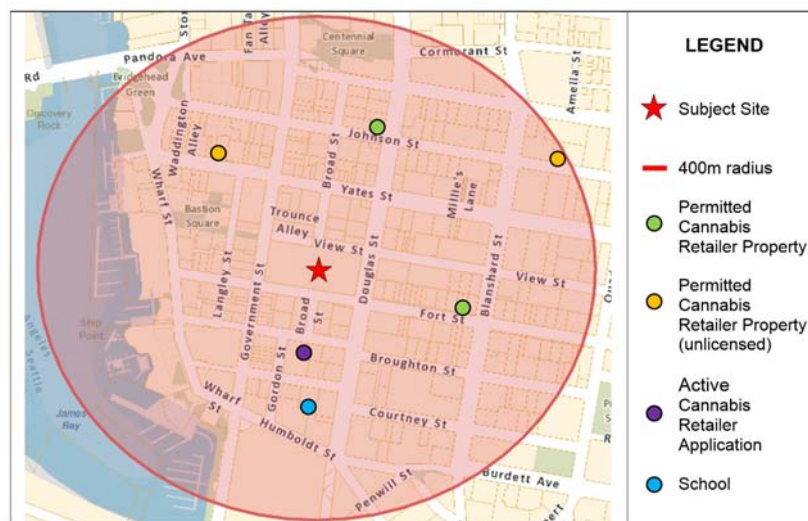
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5

## Distances from Other Retailers

6



6

**COMMITTEE OF THE WHOLE REPORT**  
**FROM THE MEETING HELD NOVEMBER 19, 2020**

For the Council meeting of November 26, 2020, the Committee recommends the following:

**D.1 2020 External Audit Plan**

That Council receive this report for information.

**F.1 580-582 Niagara Street: Update to Rezoning Application No. 00721 (James Bay)**

That Council amend condition 'b' in the June 18, 2020 Council resolution for the Rezoning Application No. 00721 for 580-582 Niagara Street, as follows:

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No.00721 for 580- 582 Niagara Street, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set once the following conditions are met:

1. Preparation and Execution on the property's title to secure:
  - a. a statutory right-of-way, to the satisfaction of the Director of Engineering;
  - b. a Housing Agreement to secure two of the four units as rental for a period of 10 years and to ensure that strata bylaws cannot prevent rental of the units.

That Council request the applicant consider a period of at least 20 years of rental tenure in the housing agreement.

**G.1 Outdoor Public Market Review**

That Council:

1. Direct staff to create a new consolidated permit process for all outdoor public markets to be managed by the Arts, Culture & Events department and bring forward for Council's consideration any bylaw or policy amendments necessary for its implementation;
2. Direct staff to work with the Bastion Square Revitalization Association to permit ongoing operations of the Bastion Square Market in 2021 and subsequent years.
3. Decline the Bastion Square Revitalization Association's request to renew the Bastion Square Public Market Licence beyond its expiry on December 31, 2020;
4. Terminate the Bastion Square Public Market Fund Agreement in accordance with section 5.3 of that agreement.

**G.2 Climate Leadership Plan (CLP) Progress Update and 2020 Climate Action Strategy**

That Council:

1. Receive the 2020 CLP Progress Report for information and direct staff to provide updated Progress Reports every 2 years.
2. Direct staff to continue implementing climate action initiatives with an emphasis on priority actions as identified in the 2020 Climate Action Strategy development section of this report.
3. Support the application of a grant through the Investing in Canada Infrastructure Program – Green Infrastructure – Climate Change Mitigation – CleanBC Communities Fund for the HVAC Replacement Project at Oaklands Community Centre and commits the City's share of \$63,500 for the project.
4. If any of the grants identified within the financial impacts section of the report are awarded, authorize the City entering into a shared cost agreement with the funder (either the Province of British Columbia or Government of Canada), generally described in this report, on the terms acceptable to the Chief Financial Officer and

the Director of Engineering and Public Works and in a form acceptable to the City Solicitor.

And that Council continue to advocate:

5. To the Province, CRD, BC Hydro, and other key stakeholders to designate Building Energy and Efficiency Retrofits as a regional infrastructure priority.
6. To the Province to amend the Community Charter to give BC municipalities independent authority to manage issues of climate change, reflecting the importance and reality that these complex issues share environmental, social, and economic dimensions that affect community well-being in an increasingly important and severe manner.

**COMMITTEE OF THE WHOLE REPORT**  
**FROM THE MEETING HELD NOVEMBER 26, 2020**

For the Council meeting of November 26, 2020, the Committee recommends the following:

**D.1 Emergency Social Services Grant**

Deadline for applications be set for Tuesday, December 1 at 4:30 p.m. and that they be considered at the following COTW and staff indicate to the existing applicants that they are welcome to resubmit their applications with any additional details they may consider relevant for Council's consideration.

That the following questions be posed to the applications:

Salvation Army proposal

- *Is the shower able to be mobile and attend different parks*

Umbrella and Red Cedar

- *Can they pair their application and collaborate regarding food service.*

All applications

- *Whether there are matching funding being provided*
- *Do you require the full amount required requested in order to do the service.*

**F.3 Report Back: Vehicle Access changes in Beacon Hill Park**

1. That Council receive the following report for information and direct staff to reopen vehicle access to Beacon Hill summit from Circle Drive
2. Direct staff to report back at the 2022 Financial Planning process on options and implications of undertaking ecological restoration and/or a "road diet" in some paved areas, parking areas and other disturbed areas in the vicinity of the summit of Meegan (Beacon Hill) and the roadway leading to the summit.

**F.4 Bastion Square Seasonal Animation Funding**

That Council:

1. Authorize staff to release \$23,395 from the Bastion Square Market Fund to the BSRA for their seasonal animation project with efforts to be made to have some to the elements made permanent.



## Council Report

For the Meeting of November 26, 2020

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**To:** Council  
**From:** C. Coates, City Clerk  
**Date:** November 20, 2020  
**Subject:** 1908, 1916, and 1920 Oak Bay Avenue: Rezoning Application No. 00694 and Development Permit with Variances Application No. 000551

---

### RECOMMENDATION

That the following bylaw be given first and second readings:

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1237) No. 20-103

And that the following bylaw be given first, second, and third readings:

1. Housing Agreement (1908, 1916, and 1920 Oak Bay Avenue) Bylaw (2020) No. 20-119

### BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaws No. 20-103 and No. 20-119.

The issue came before Council on November 12, 2020 where the following resolution was approved:

### **1908, 1916, and 1920 Oak Bay Avenue: Rezoning Application No. 00694 and Development Permit with Variances Application No. 000551**

#### Rezoning Application No. 00694

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw amendments that would authorize the proposed development outlined in Rezoning Application No. 00694 for 1908, 1916, and 1920 Oak Bay Avenue, that first and second reading of the Zoning Regulation Bylaw Amendments be considered by Council and a Public Hearing date be set once the following conditions are met:

1. Preparation and execution of legal agreements to:
  - a. ensure that a future strata cannot restrict the rental of units to non-owners, to the satisfaction of the Director of Sustainable Planning and Community Development;
  - b. secure the following transportation demand management measures, to the satisfaction of the Director of Engineering and Public Works:
    - i. \$25,000 towards the construction of a crosswalk
    - ii. one car share membership per dwelling unit
    - iii. one car share membership per commercial unit
    - iv. one hundred dollars in car share usage credits per membership
    - v. electric vehicle conduits for all underground parking stalls



- vi. four electric vehicle charging stations
- vii. 24 electric bike charging stations
- viii. one bicycle repair station;
- c. secure a Statutory Right-of-Way of 3.35 meters along the Oak Bay Avenue to the satisfaction of the Director of Engineering and Public Works; and
- d. to secure the following, to the satisfaction of the Director of Engineering and Public Works:
  - i. public realm improvements to Oak Bay Avenue and Redfern Street; and
  - ii. removal and disposal of existing storm drain main along the frontage in its current alignment, including excavation, backfill above the spring line of the new pipe, and surface restoration.

Development Permit with Variances Application No. 000551

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, and after the Public Hearing for Rezoning Application No. 00694, if it is approved, consider the following motion:

“That Council authorize the issuance of Development Permit with Variances Application No. 000551 for 1908, 1916, and 1920 Oak Bay Avenue, in accordance with:

1. Plans date stamped September 29, 2020.
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
  - i. reduce the front setback (south) for the upper storeys from 6.00m to 2.30m;
  - ii. reduce the rear setback (north) from 6.00m to 5.30m;
  - iii. reduce the interior lot line setback (west) for the second and third storeys from 2.40m to 1.00m;
  - iv. reduce the interior lot line setback (west) for the second storeys from 2.40m to 0.15m for planter boxes;
  - v. reduce the flanking street setback (east) from 2.40 m to 0.35m;
  - vi. reduce the number of commercial vehicle parking spaces from 26 to 10;
  - vii. reduce the number of residential vehicle parking spaces from 44 to 43;
  - viii. increase the distance between entrances and the short term bicycle parking from 15m to 48.1m;
  - ix. increase the number of storeys from 4 to 5;
  - x. increase the height from 15m to 17.68m.
3. The Development Permit lapsing two years from the date of this resolution.”

Respectfully submitted,



Chris Coates  
City Clerk

**Report accepted and recommended by the City Manager:**



**Date:** November 20, 2020

**List of Attachments:**

- Bylaw No. 20-103
- Bylaw No. 20-119

# A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the CR-OR Zone, Oak Bay and Redfern District, and to rezone land known as 1908, 1916, 1920 Oak Bay Avenue from the CR-3 Zone, Commercial Residential Apartment District, to the CR-OR Zone, Oak Bay and Redfern District.

The Council of The Corporation of the City of Victoria enacts the following provisions:

- 1 This Bylaw may be cited as the “ZONING REGULATION BYLAW, AMENDMENT  
BYLAW (NO. 1237)”.
- 2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended in the Table of Contents of  
Schedule “B” under the caption PART 4 – GENERAL COMMERCIAL ZONES by adding  
the following words:

“4.106 CR-OR Oak Bay and Redfern District”

- 3 The Zoning Regulation Bylaw is also amended by adding to Schedule B after Part 4.103 the provisions contained in Schedule 1 of this Bylaw.
- 4 The properties described below and shown hatched on the attached map are removed from the CR-3 Zone, Commercial Residential Apartment District, and placed in the CR-OR Zone, Oak Bay and Redfern District:
  - (a) 1908 Oak Bay Avenue, legally described as PID: 001-245-333, The Westerly 1/2 of Lot 13, Block 3, Section 76, Victoria District, Plan 273;
  - (b) 1916 Oak Bay Avenue, legally described as PID: 000-987-719, Lot A, Section 76, Victoria District, Plan 38854; and
  - (c) 1920 Oak Bay Avenue, legally described as PID: 009-193-065, Lot 11, Block 3, Section 76, Victoria District, Plan 273.

READ A FIRST TIME the \_\_\_\_\_ day of \_\_\_\_\_ 2020

READ A SECOND TIME the \_\_\_\_\_ day of \_\_\_\_\_ 2020

Public hearing held on the \_\_\_\_\_ day of \_\_\_\_\_ 2020

READ A THIRD TIME the \_\_\_\_\_ day of \_\_\_\_\_ 2020

ADOPTED on the \_\_\_\_\_ day of \_\_\_\_\_ 2020

CITY CLERK

MAYOR

**PART 4.106 – CR-OR ZONE, OAK BAY AND REDFERN DISTRICT****4.106.1 Permitted Uses in this Zone**

The following uses are the only uses permitted in this Zone:

- a. Multiple dwelling
- b. Financial service
- c. Professional business
- d. Office
- e. Retail sales
- f. Restaurant
- g. Personal service
- h. High tech
- i. Day care
- j. Theatres
- k. Clubs for social or recreational purposes
- l. Home occupation subject to the regulations in Schedule “D”
- m. Accessory Buildings subject to the regulations in Schedule “F”

**4.106.2 Location and Siting of Permitted Uses**

- a. Multiple dwelling units must not be located on the first storey of a building.
- b. Commercial uses must not be located above the first storey of a building.

**4.106.3 Lot Area**

- c. Lot area (minimum) 1960m<sup>2</sup>

**PART 4.106 – CR-OR ZONE, OAK BAY AND REDFERN DISTRICT****4.106.4 Community Amenities**

- a. As a condition of additional density pursuant to Part 4.106.5 the following monetary contributions, as adjusted pursuant to Part 4.106.4 c. and d., must be provided prior to issuance of a Building Permit:
  - \$70,256.36 to the Victoria Housing Reserve Fund
  - \$30,109.87 to the Local Amenities Fund
- b. As a condition of additional density pursuant to Part 4.106.5 the following must be provided prior to issuance of a Building Permit:
  - Registration of a Section 219 covenant on title securing a monetary contribution of \$25,000 towards construction of a crosswalk
- c. Until the amenity contributions identified in Part 4.106.3 a. are paid in full, they shall be adjusted annually on January 1 commencing the second calendar year following the year Bylaw #20-103 is adopted and each year thereafter, by adding to the base contribution amounts in Part 4.106.3 a. an amount calculated by multiplying that base contribution as of the previous January 1 by the annual percentage increase in the CPI for the most recently published 12 month period.
- d. For the purposes of this Part 4.106.4 “CPI” means the all-items Consumer Price Index for Victoria published by Statistics Canada or its successor in function.

**4.106.5 Floor Area, Floor Space Ratio**

- |   |        |
|---|--------|
| a. <u>Floor space ratio</u> where the amenities have not been provided pursuant to Part 4.104.4 (maximum) | 1:1    |
| b. <u>Floor space ratio</u> where the amenities have been provided pursuant to Part 4.104.4 (maximum)     | 1.95:1 |

**4.106.6 Height, Storeys**

- |   |       |
|---|-------|
| a. Principal <u>building height</u> (maximum) | 15.0m |
| b. <u>Storeys</u> (maximum)                   | 4     |

**PART 4.106 – CR-OR ZONE, OAK BAY AND REDFERN DISTRICT****4.106.7 Setbacks, Projections**

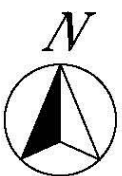
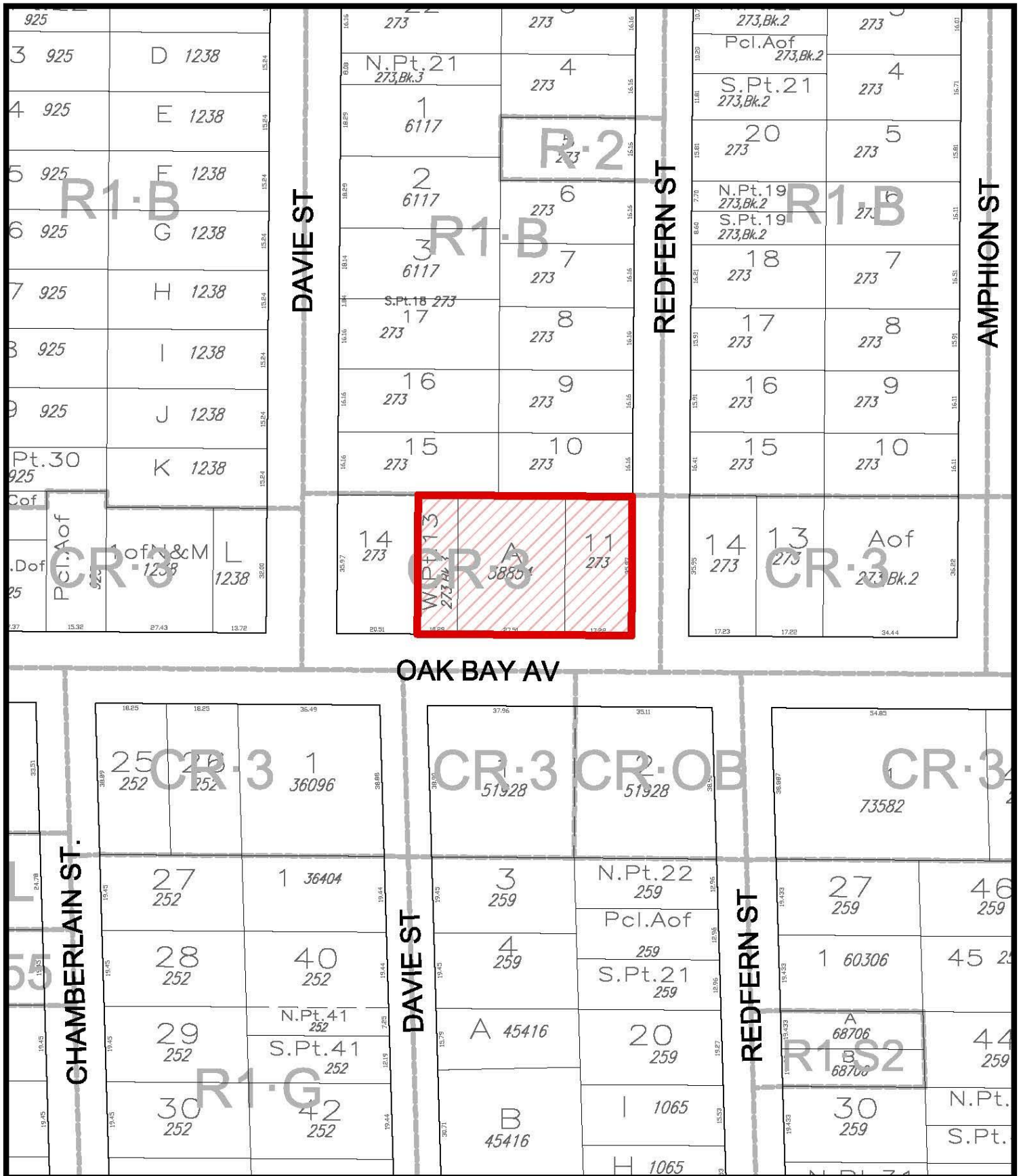
- |   |   |
|---|---|
| a. <u>Front yard setback</u> (minimum)  | 3.0m for the first <u>storey</u> of a <u>building</u><br>6.0m for portions of a <u>building</u> above the first <u>storey</u> |
| b. <u>Rear yard setback</u> (minimum)   | 6.0m  |
| c. <u>Side yard setback</u> from interior <u>lot lines</u> (minimum)                          | 0.0m for the first <u>storey</u> of a <u>building</u><br>2.4m for portions of a <u>building</u> above the first <u>storey</u> |
| d. <u>Side yard setback</u> on a flanking street for a <u>corner lot</u> (minimum)            | 2.40m   |
| e. Any canopy that faces a <u>street boundary</u> may project into a <u>setback</u> (maximum) | 2.0m  |

**4.106.8 Site Coverage, Open Site Space**

- |                                     |     |
|-------------------------------------|-----|
| a. <u>Site Coverage</u> (maximum)   | 75% |
| b. <u>Open site space</u> (minimum) | 31% |

**4.106.9 Vehicle and Bicycle Parking**

- |                    |  |
|--------------------|--|
| a. Vehicle parking | Subject to the regulations in Schedule "C" |
| b. Bicycle parking | Subject to the regulations in Schedule "C" |



1908-1920 Oak Bay Avenue  
Rezoning No.00694





**HOUSING AGREEMENT**  
(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**  
#1 Centennial Square  
Victoria, B.C.  
V8W 1P6  
(the "City")

AND:

**1144614 B.C. LTD.** (Inc. No. BC1144614)  
3375 Tennyson Avenue  
Victoria, B.C.  
V8Z 3P7  
(the "Owner")

**WHEREAS**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein;
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, Province of British Columbia, with the following civic addresses and legal descriptions:

1908 Oak Bay Avenue  
PID: 001-245-333  
Legal Description: The Westerly ½ of Lot 13, Block 3, Section 76, Victoria District, Plan 273

1912 and 1916 Oak Bay Avenue  
PID: 000-987-719  
Legal Description: Lot A, Section 76, Victoria District, Plan 38854

1920 Oak Bay Avenue  
PID: 009-193-065  
Legal Description: Lot 11, Block 3, Section 76, Victoria District, Plan 273

(collectively, including any lands into which the same may be consolidated or

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subdivided, the "Lands");

- D. The Owner has applied, pursuant to Rezoning Application No. 00694 and Development Permit with Variance Application No. 000551, to redevelop the Lands with a mixed-use building with ground-floor commercial and approximately 35 strata titled dwelling units above;
- E. The Dwelling Units are intended to be stratified and therefore will be subject to the *Strata Property Act* (British Columbia) and the bylaws of the strata corporation, but the intent of this housing agreement is to ensure the perpetual availability of rental units (in addition to owner-occupied units); and
- F. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to establish the terms and conditions regarding the occupancy of the residential units identified in this housing agreement.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "Agreement"), the parties agree each with the other as follows:

#### 1.0 Definitions

##### 1.1 In this Agreement:

"**Business Day**" means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia.

"**Development**" means the proposed development on the Lands described in Recital D.

"**Dwelling Units**" means any or all, as the context may require, of the self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise; and  
 "Dwelling Unit" means any of such residential dwelling units located on the Lands.

"**Immediate Family**" includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse.

"**Non-owner**" means a person other than a Related Person or the Owner.

"**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands and is thereby bound by this Agreement, as referred to in section 7.3.

"**Related Person**" includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

- (a) a corporation or society:
  - (i) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or

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- (ii) an Immediate Family of a person to whom paragraph (i) applies, or
- (b) an individual, an Immediate Family of the registered or beneficial owner.

**"Strata Corporation"** means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.

**"Tenancy Agreement"** means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act.

## **2.0 No Restrictions on Rentals**

- 2.1 The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 2.2 Without limiting the generality of section 2.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 2.3 For certainty, if the Lands or the Development on the Lands are subdivided under the *Strata Property Act*, the Dwelling Units within the Development may be occupied by the Owners of the strata lots.

## **3.0 Reporting**

- 3.1 The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Development, within thirty (30) days of the Director's written request, a report in writing confirming:
  - (a) the number, type and location by suite or strata lot number, of Dwelling Units that are being rented to Non-owners; and
  - (b) any changes or proposed changes to the Strata Corporation's bylaws that may affect the terms of this Agreement.
- 3.2 The Owner covenants and agrees:
  - (a) to exercise its voting rights in the Strata Corporation against the passage of any bylaws that would restrict the availability for rental of any Dwelling Unit under the terms of a Tenancy Agreement unless this Agreement is amended; and
  - (b) to notify the City of any proposed amendments to its strata bylaws that may affect the terms of this Agreement.
- 3.3 The Owner acknowledges that it is within the City's sole discretion to consent or not to

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consent to modifications to this Agreement and that such consent may be withheld for any reason.

#### **4.0 Notice to be Registered in Land Title Office**

- 4.1 Notice of this Agreement (the "Notice") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

#### **5.0 Liability**

- 5.1 The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 5.2 The Owner and the City each acknowledge that (a) this Agreement is enforceable against the Owner and his successors in title only during their respective ownership of an interest in the Lands, and (b) the Owner is not personally liable for breach of these Covenants where such liability arises by reason of an act or omission occurring after the Owner named herein or any future owner ceases to have a further interest in the Lands.
- 5.3 The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

#### **6.0 Priority Agreement**

- 6.1 [deliberately deleted]

#### **7.0 General Provisions**

- 7.1 **Notice.** If sent as follows, notice under this Agreement is considered to be received:
- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
  - (b) on the next Business Day if sent by facsimile or email with no notice of failure to deliver being received back by the sender, and
  - (c) on the date of delivery if hand-delivered, and
- in the case of the City, addressed to:

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City of Victoria  
 #1 Centennial Square  
 Victoria, BC V8W 1P6

Attention: Director of Sustainable Planning and Community Development  
 Fax: 250-361-0386  
 Email: [khoese@victoria.ca](mailto:khoese@victoria.ca)

and in the case of the Owner, addressed to:

**1144614 B.C. LTD.**  
 3375 Tennyson Avenue  
 Victoria, B.C.  
 V8Z 3P7

Attention: Elizabeth Jawl  
 Fax: 250-475-3399  
 Email: [ejawl@jawlresidential.com](mailto:ejawl@jawlresidential.com)

or upon registration of a strata plan for the Lands, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

7.2 **Time.** Time is of the essence of this Agreement.

7.3 **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

7.4 **Waiver.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

7.5 **Headings.** The division of this Agreement into articles and sections and the insertion of

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headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

- 7.6 **Language.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 7.7 **Legislation.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.
- 7.8 **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 7.9 **Cumulative Remedies.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 7.10 **Entire Agreement.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 7.11 **Further Assurances.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 7.12 **Amendment.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 7.13 **Law Applicable.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 7.14 **No Derogation From Statutory Authority.** Nothing in this Agreement shall:
  - (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 7.15 **Severability.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be


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separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.

- 7.16 **Joint and Several.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 7.17 **Counterparts.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 7.18 **Effective Date.** This Agreement is effective as of the date of the signature of the last party to sign.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year last below written.

THE CORPORATION OF THE CITY OF )  
 VICTORIA by its authorized signatory: )  
 )  
 )  
 )  
 )  
 Karen Hoese, Director of Sustainable )  
 Planning and Community Development )  
 )  
 )  
 Date signed: \_\_\_\_\_ )

1144614 B.C. LTD. )  
 by its authorized signatory: )  
 )  
 )  
 )  
 )  
  
 \_\_\_\_\_ )  
 Print Name: Peter Jawl )  
 Date signed: 19 November 2020



## Council Report

For the Meeting of November 26, 2020

**To:** Council  
**From:** C. Coates, City Clerk  
**Subject:** Electric Vehicle Charging User Fee

**Date:** November 18, 2020

### RECOMMENDATION

That the following bylaws be given first, second, and third readings:

1. City Parkades Electric Vehicle Charging Fees Bylaw No. 20-032
2. Streets and Traffic Bylaw, Amendment Bylaw (No. 9) No. 20-033

### BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaws No. 20-032 and No. 20-033.

The issue came before Council on July 16, 2020 where the following resolution was approved:

#### Electric Vehicle Charging User Fee

1. That Council direct staff to bring forward for introductory readings:
  - a. Amendments to the Streets and Traffic Bylaw (Bylaw No. 09-079) for the establishment and regulation of an electric vehicle charging zone, and collection of a fee for EV charging on city streets.
  - b. A new bylaw, City Parkades Electric Vehicle Charging Fees Bylaw (Bylaw no. 20-032) for collection of a fee for EV charging in City parkades and surface parking lots.
2. That Council authorize that revenue from fees collected from these bylaws be placed in the Climate Action Reserve Fund to support continued investment in EV charging infrastructure.

Respectfully submitted,

Chris Coates  
City Clerk

**Report accepted and recommended by the City Manager:**

**Date:** November 20, 2020

#### **List of Attachments:**

- Bylaw No. 20-032
- Bylaw No. 20-033

## **CITY PARKADES ELECTRIC VEHICLE CHARGING FEES BYLAW**

### **A BYLAW OF THE CITY OF VICTORIA**

The purpose of this bylaw is to establish fees for the use of electric vehicle charging stations in City owned or operated parkades and surface lots.

#### **Contents**

1	Title
2	Definitions
3	Fees
4	Offence
5	Consequential Amendments to Ticket Bylaw and Bylaw Notice Adjudication Bylaw
6	Effective Date

Under its statutory powers, including section 194 of the *Community Charter*, the Council of the Corporation of the City of Victoria in a public meeting assembled enacts the following provisions:

#### **Title**

- 1 This Bylaw may be cited as the “City Parkades Electric Vehicle Charging Fees Bylaw”.

#### **Definitions**

- 2 In this Bylaw

“Bastion Square” means the parkade located at 575 Yates Street;

“Broughton Street” means the parkade located at 745 Broughton Street;

“Centennial Square” means the parkade located at 645 Fisgard Street;

“charging station” means a Level 1 or Level 2 charging station;

“electric vehicle” means a vehicle that operates, either partially or exclusively, on electrical energy from an off-board source that is stored on-board for motive purposes, but does not include vehicles that cannot be licensed by the Insurance Corporation of British Columbia;

“Johnson Street” means the parkade located at 750 Johnson Street;

“Level 1 charging station” means a battery charging station connected through a 120 volt alternating current outlet, that is available for public use in a parkade or at a surface lot for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle;



“Level 2 charging station” means a battery charging station connected through a 240 volt alternating current outlet, that is available for public use in a parkade or at a surface lot for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle;

“parkade” means a multilevel parking facility owned or managed by the City, and includes Bastion Square, Broughton Street, Centennial Square, Johnson Street, and View Street;

“Royal Athletic Park” means the surface lot located at 940 Caledonia Avenue;

“Royal Theatre” means the surface lot located at 800 Courtney Street;

“surface lot” means a single, ground level parking lot owned or managed by the City, and includes Royal Athletic Park, Royal Theatre, and Wharf Street;

“View Street” means the parkade located at 743 View Street; and

“Wharf Street” means the surface lot located at 946 Wharf Street and 814 Wharf Street.

## **Fees**

- 3** (1) A driver of an electric vehicle who enters a City parkade or surface lot and connects the electric vehicle to a charging station shall pay the applicable fees set out in Schedule A to this Bylaw.
- (2) Subsection (1) does not apply to officers, employees, and agents of the City operating a City owned vehicle while they are acting in the course of their duties.

## **Offence**

- 4** (1) A person commits an offence and is subject to the penalties imposed by this Bylaw, the Ticket Bylaw, the Bylaw Notice Adjudication Bylaw, and the Offence Act if that person:
  - (a) contravenes a provision of this Bylaw;
  - (b) consents to, allows, or permits an act or thing to be done contrary to this Bylaw; or
  - (c) neglects or refrains from doing anything required by a provision of this Bylaw.
- (2) Each day that a contravention of a provision of this Bylaw occurs or continues shall constitute a separate offence.

## **Consequential Amendments to Ticket Bylaw and Bylaw Notice Adjudication Bylaw**

- 5** (1) The Ticket Bylaw No. 10-071 is amended:
- (a) in the Contents section by inserting “Schedule H.1 - City Parkades Electric Vehicle Charging Fees Bylaw Offences and Fines” immediately after “Schedule H- Business Licence Bylaw Offences and Fines”;
  - (b) by inserting Schedule H.1, attached to this Bylaw as Appendix I, in a new page immediately after “Schedule H- Business Licence Bylaw Offences and Fines”; and
  - (c) by renumbering the pages accordingly.
- (2) The Bylaw Notice Adjudication Bylaw No. 16-017 is amended in Schedule A by inserting the following rows immediately above “Streets and Traffic Bylaw No. 09-079” under the corresponding columns “Bylaw and Bylaw Section”, “Description”, “A Penalty” and “B Discount”:
- “City Parkade EV  
Charging Fees  
Bylaw No. 20-032
- |      |                 |    |      |
|------|-----------------|----|------|
| 3(1) | Fail to pay fee | 40 | 20”. |
|------|-----------------|----|------|

#### **Effective Date**

- 6** This Bylaw comes into force on January 1, 2021.

READ A FIRST TIME the	day of	2020
READ A SECOND TIME the	day of	2020
READ A THIRD TIME the	day of	2020
ADOPTED on the	day of	2020

CITY CLERK

MAYOR

**SCHEDULE A****Electric Vehicle Charging Station Fees**

- The fee for a level 1 charging station in a parkade or on a surface lot is \$1.00 per 8 hours of use.
- The fee for a level 2 charging station in a parkade or on a surface lot is \$1.00 per hour.

**Appendix I****Schedule H.1****City Parkades Electric Vehicle Charing Fees Bylaw  
Offences and Fines**

Column 1 – Offence	Column 2 – Section	Column 3 – Set Fine	Column 4 – Fine if paid within 30 days
Fail to pay fee	3(1)	\$40	\$20

## **STREETS AND TRAFFIC BYLAW, AMENDMENT BYLAW (NO. 9)**

### **A BYLAW OF THE CITY OF VICTORIA**

The purpose of this bylaw is to amend the Streets and Traffic Bylaw No. 09-079 to delegate powers to the Director of Engineering to set fees for the use of public electric vehicle charging stations and designate portions of streets for electric vehicles, and update the language with respect to persons with disabilities and accessible parking permits.

#### **Contents**

- 1 Title
- 2 Definition
- 3-10 Amendments
- 11-12 Consequential Amendments to the Ticket Bylaw and Bylaw Notice Adjudication Bylaw
- 13 Effective Date

The Council of the Corporation of the City of Victoria enacts the provisions in this Bylaw under its statutory powers, which includes the *Community Charter*, *Motor Vehicle Act*, and *Victoria City Acts*.

#### **Title**

- 1 This Bylaw may be cited as the "Streets and Traffic Bylaw, Amendment bylaw (No. 9)".

#### **Definition**

- 2 "Bylaw" means the Streets and Traffic Bylaw No. 09-079.

#### **Amendments**

- 3 The Contents section of the Bylaw is amended by:
  - (a) inserting "72A Electric vehicle charging zone" immediately after "72 Pay Station Zone"; and
  - (b) deleting the words "handicapped persons" and replacing it with "persons with disabilities" where those words appear next to section 73.
- 4 Section 4 of the Bylaw is amended by:
  - (a) inserting the following definition immediately after the definition for "car share co-op vehicle":
    - ""charging station"

means a battery charging station that is available for public use for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle;”;

- (b) inserting the following definition immediately after the definition for “dwelling”:

““electric vehicle”

means a vehicle that operates, either partially or exclusively, on electrical energy from an off-board source that is stored on-board for motive purposes, but does not include vehicles that cannot be licensed by the Insurance Corporation of British Columbia;”;

- (c) inserting the following definition immediately after the definition for “electric vehicle”:

““electric vehicle charging zone”

means any street or part of it that has been designated and identified for the exclusive use of electric vehicles;”;

- (d) repealing the definition of “handicapped person” and replacing it with the following definition by inserting it immediately after the definition for “pay station zone”:

““person with disabilities”

means a person whose mobility is limited as a result of a permanent or temporary disability that makes it impossible or difficult to walk;”;

**5** Section 45 of the Bylaw is amended:

- (a) in subsection (k), by deleting the words “Handicapped Persons” and replacing with “Accessible”;

- (b) in subsection (aa), by deleting the period and replacing it with a semicolon;

- (c) by adding the following new subsection immediately after subsection (aa):

“(bb) Electric Vehicle Charging Zone in which charging stations for the exclusive use of electric vehicles shall be erected, maintained, and operated, prescribing fees for the use of charging stations and parking spaces in that zone, prescribing the length of time during which a charging station may be utilized or electric vehicle may be continuously parked within that zone, and prohibiting the stopping, standing or parking in that zone by other vehicles.”

**6** The following sections of the Bylaw are amended by deleting “handicapped person” wherever it appears and replacing it with “person with disabilities”:

- (a) section 51(5);
- (b) the explanatory title to section 60;
- (c) sections 60(1), (3) and (4);
- (d) the explanatory title to section 73;
- (e) sections 73(1)(a) and (b), and 73(2) to (11) inclusive; and
- (f) the introductory wording in section 78(6).

**7** Section 60(2) of the Bylaw is amended as follows:

- (a) in subsection (a) and (c), by deleting “a handicapped persons” and replacing with “an accessible”; and
- (b) in subsection (b), by deleting “handicapped persons” and replacing with “accessible”.

**8** Section 72(6) of the Bylaw is repealed and replaced with the following:

“(6) the exemptions granted under section 73 to a person with disabilities who holds a valid and subsisting Employee Accessible Parking Permit, an Accessible Parking (Temporary) Permit or an Accessible Parking Permit are applicable to that holder when parking in Pay Station Zones under the same terms and conditions applicable to the holder under section 73.”

**9** The Bylaw is amended by inserting the following new section immediately after section 72(10):

**“Electric Vehicle Charging Zone**

- 72A (1) The driver of an electric vehicle must not cause or permit the electric vehicle to park, stop or remain standing in an Electric Vehicle Charging Zone when the Zone is in effect, except for the purpose of charging the electric vehicle at a charging station for the permitted time in accordance with signs placed in or near that Zone.
- (2) The driver of a vehicle that is not an electric vehicle must not cause or permit the vehicle to stop or remain standing within an area designated as an Electric Vehicle Charging Zone during the times when the Zone is in effect.
- (3) The driver of an electric vehicle must immediately upon parking, connect the electric vehicle to the charging station closest to the



parking space at which the electric vehicle is parked to initiate a charging session, and pay the fee for that space and charging time at the end of the session by any method indicated in the instructions on the charging station.

- (4) No person shall use a charging station for any longer than
  - (a) the amount of time purchased for that space; and
  - (b) the limited period of time for which charging is lawfully permitted as stated on the charging station or posted sign.
- (5) No person shall tamper with, deface, damage, or destroy a charging station.
- (6) No person shall plug or unplug an electric vehicle not under their custody from a charging station.
- (7) If a person parks or charges a vehicle contrary to the provisions of this section, a separate offence is deemed to have been committed for each successive period of time during which the vehicle could have been lawfully parked during the period of time the vehicle was unlawfully parked in the parking space."

- 10** Section 78(6)(a) of the Bylaw is amended by deleting the words "A handicapped person's" and replacing them with "An accessible".

#### **Consequential Amendments to Ticket Bylaw and Bylaw Notice Adjudication Bylaw**

- 11** The Ticket Bylaw No. 10-071 is amended in Schedule JJ on page 58, by inserting the following new rows after "Park in Tour Bus Zone":

Park in Electric Vehicle Charging Zone contrary to Streets & Traffic Bylaw	72A(1),(2), (3)	\$175.00	\$125.00
Charge electric vehicle beyond permitted time	72A(4)	\$40.00	\$20.00
Tamper/deface/damage/destroy electric vehicle charger	72A(5)	\$300.00	\$250.00
Unlawful plug/unplug electric vehicle	72A(6)	\$75.00	\$50.00

- 12** The Bylaw Notice Adjudication Bylaw No. 16-017 is amended in Schedule A by:

- (a) inserting the following new rows immediately after "71 Parking in a metered zone":

"72A(1) Parking in an electric vehicle charging zone without charging	40	20
72A(2) Parking non electric vehicle in electric vehicle parking zone	80	50

72A(4) Charging electric vehicle beyond permitted time	40	20
72A(5) Tamper, deface, damage or destroy charging station	350	175
72A(6) Unplug or plug electric vehicle not under custody ;and	40	20"
(b) deleting the words that appear next to section 60 and replacing them with "Parking in a parking or loading zone for persons with disabilities".		

### Effective Date

**13** This bylaw comes into force upon adoption.

READ A FIRST TIME the	18th	day of June	2020
READ A SECOND TIME the	18th	day of June	2020
READ A THIRD TIME the		day of	2020
ADOPTED on the		day of	2020

CITY CLERK

MAYOR



## Council Report

For the Meeting of November 26, 2020

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**To:** Council **Date:** November 19, 2020

**From:** Karen Hoese, Director, Sustainable Planning and Community Development

**Subject:** 43, 45 and 55 Gorge Road East and 2827, 2829 and 2831 Irma Street:  
Rezoning Application No. 00720 and Development Permit with Variances  
Application No. 00135

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### RECOMMENDATION

That the following bylaws **be given introductory readings:**

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1236) No. 20-094
2. Housing Agreement (43 Gorge Road East) Bylaw (2020) No. 20-095
3. Housing Agreement (45 Gorge Road East) Bylaw (2020) No. 20-096
4. Housing Agreement (55 Gorge Road East) Bylaw (2020) No. 20-097
5. Housing Agreement (2827 Irma Street) Bylaw (2020) No. 20-098
6. Housing Agreement (2829 Irma Street) Bylaw (2020) No. 20-099
7. Housing Agreement (2831 Irma Street) Bylaw (2020) No. 20-100.

### BACKGROUND

The proposal is for a six-storey, mixed-use building consisting of commercial and residential uses, including 153 rental dwelling units. It came before Council on July 2, 2020, and again on September 3, 2020 where the following resolutions were approved:

#### Rezoning Application No. 00720

*That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00720 for 43, 45 and 55 Gorge Road East and 2827, 2829 and 2831 Irma Street, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council, and that a Public Hearing date be set once the following conditions are met:*

1. *Preparation and execution of the appropriate legal agreements executed by the applicant in order to secure the following:*
  - i. *a housing agreement to ensure the residential rental units remain rental in perpetuity;*
  - ii. *statutory right-of-ways of 4.82m on Gorge Road East and 1.38m on Irma Street be registered on title to the satisfaction of the Director of Engineering and Public Works;*
  - iii. *construction of a public plaza on the corner of Gorge Road East and Irma Street to the satisfaction of the Director of Community Planning and Sustainable Development and Director of Engineering and Public Works;*

- iv. *purchase of two car share vehicles with assigned parking spaces on-site, 121 car share memberships for the life of the building along with \$100 usage credit for each membership and 6 commercial parking spaces assigned to residential visitors after business hours and on weekends to the satisfaction of the Director of Community Planning and Sustainable Development; and*
- v. *preparation of the appropriate legal agreement to ensure the appropriate construction methodology would not impact the health of the Garry Oak trees to be retained.*
2. *The applicant confirms that all the current tenants have reviewed the Tenant Assistance Plan and had an opportunity to identify their individual needs and that the applicant update the Tenant Assistance Plan accordingly to the satisfaction of the Director of Community Planning and Sustainable Development.*
3. *An amenity contribution of \$17,500.00 towards the Local Amenities Reserve Fund for the installation of traffic calming devices along Irma and Lotus Streets to the satisfaction of the Director of Engineering and Public Works is secured in the zone.*

#### Development Permit with Variances Application No. 00135

*That, subject to the preparation and execution of legal agreements to secure rental housing in perpetuity, Statutory Right-of-Ways, the construction of a new plaza and transportation demand management measures, to the satisfaction of the Director of Community Planning and Sustainable Development and Director of Engineering and Public Work, that Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, and after the Public Hearing for Rezoning Application No. 00720, if it is approved, consider the following motion:*

*“That Council authorize the issuance of Development Permit with Variances Application No. 00135 for 43, 45 and 55 Gorge Road East and 2827, 2829 and 2831 Irma Street, in accordance with:*

1. *Plans date stamped May 22, 2020.*
2. *Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:*
  - i. *reduce the required number of residential parking spaces from 141 to 106*
  - ii. *reduce the required number of visitor parking spaces from 15 to 7 parking spaces*
  - iii. *reduce the rear yard setback from 6m to 2.93m.*
3. *The applicant provide the details of the proposed public art to be installed on the brick facade on the west elevation drawing to the satisfaction of the Director of Community Planning and Sustainable Development.*
4. *The Development Permit lapsing two years from the date of this resolution.”*

## **COMMENTS**

### **Public Hearing Conditions**

With regard to the pre-conditions that Council set in relation to this application, the current property owners have executed the following legal agreements:

- a housing agreement to ensure that all dwelling units remain rental in perpetuity
- 4.82m statutory right-of-way (SRW) on Gorge Road East and 1.38m SRW on Irma Street
- Section 219 Covenants securing the following items:
  - a public plaza on the corner of Gorge Road East and Irma Street

- two car share vehicles with assigned parking spaces on-site, 121 car share memberships for the life of the building along with \$100 usage credit for each membership
- six commercial parking spaces assigned to residential visitors after business hours and on weekends
- tree preservation to ensure that the health of the existing Garry oak trees on the subject property are not impacted by the construction of the proposed development.

There are currently six different property owners who were required to execute the above legal agreements. All the property owners, except for the current property owner of 43 Gorge Road East, were able to obtain signed priority agreements with the executed legal agreements by their mortgagees. The City requires priority agreements for all documents registered on title (including housing agreements). However, it is possible to register priority agreements separately, after the legal agreements are registered on title. Further, the City understands that the six properties are to be transferred to the applicant if the rezoning bylaw receives three readings from Council.

Since rental housing applications are identified as Council Priority, Council may consider advancing these applications to a Public Hearing and Opportunity for Public Comment; however, it is recommended that if Council chooses to give the Zoning Amendment Bylaw third reading, Council postpone final adoption of the Zoning Amendment Bylaw and the Housing Agreement Bylaws until staff receives confirmation from the applicant that any outstanding priority agreements are registered on title.

### **Tenant Assistance Plan**

Council requested that the applicant confirm that all the current tenants have reviewed the Tenant Assistance Plan and identified their individual needs, and the applicant provide an updated Tenant Assistance Plan (TAP) to the satisfaction of the Director of Sustainable Planning and Community Development. The applicant has worked diligently to contact tenants and communicate the TAP. The applicant has provided an updated TAP in accordance with the Tenant Assistance Policy (attached).

Respectfully submitted,

  
Leanne Taylor  
Senior Planner  
Development Services Division

  
Karen Hoese, Director  
Sustainable Planning and Community  
Development Department

Report accepted and recommended by the City Manager:



Date: November 24, 2020

### **List of Attachments**

- Updated Tenant Assistance Plan.

# Tenant Assistance Plan

**This form must be submitted with your rezoning or development application. For contact, please send questions to your development services planner.**

## SUMMARY: Instructions and steps for Developers and Property Owners

<b>STEP 1</b>	<b>BACKGROUND:</b> Understand your rights and responsibilities as a landlord. Please review the documents in the background section pertaining to relocating tenants and the City's rental replacement policies.
<b>STEP 2</b>	<b>POLICY APPLICATION:</b> Complete tenant impact assessment to determine the requirements of your application.
<b>STEP 3</b>	Complete application requirement, including: <ul style="list-style-type: none"> <li>a. Current Site Information</li> <li>b. Tenant Assistance Plan</li> <li>c. Tenant Communication Plan</li> <li>d. Appendix A - Current Occupant Information and Rent Rolls (For office use only)</li> <li>e. Appendix B - Correspondence with Tenants Communication (For office use only)</li> </ul>
<b>STEP 4</b>	<b>SUBMIT:</b> Complete form and submit to: <ul style="list-style-type: none"> <li>a. Email digital copy of plan to <a href="mailto:housing@victoria.ca">housing@victoria.ca</a> (include appendices)</li> </ul>
<b>STEP 5</b>	<b>REVISE:</b> Applicant to update and return application requirements with staff input.
<b>STEP 6</b>	<b>FINALIZE:</b> City staff to finalize the review and signs off application requirements and used as attachment for the Committee of the Whole report.

## BACKGROUND: Rights and Responsibilities of Landlords and Tenants

The rights and responsibilities of landlords and tenants are regulated by the Province and is set out in the [Residential Tenancy Act](#).

Please refer to the City of Victoria's [website](#) for more information regarding the City of Victoria's rental housing policies. Supporting documents include:

- Tenant Assistance Instructions and Checklist
- Tenant Assistance Policy
- Frequently Asked Questions
- Sample Letter to Tenants
- Request for Tenant Assistance Form and Privacy Guidelines
- Final Tenant Assistance Report

## POLICY APPLICATION: Tenant Impact Assessment to Determine the Requirements of your Application

Answer the questions below to determine whether a plan is required with your application:

Tenant Impact	Indicate:		Application Requirement
Are you redeveloping or demolishing a building that will result in loss of existing residential units?	Yes	No	If yes, complete the next question.
Does your work require the permanent relocation of tenant(s) out of the building?	Yes	No	If yes, complete and submit a tenant assistance plan.
Do you have tenant(s) who have been residing in the building for more than one year?	Yes	No	If yes, tenants are eligible under the tenant assistance plan

**If any are selected no, then a tenant assistance plan is not required as part of your application.**

# TENANT ASSISTANCE PLAN

## A. Current Site Information

Site Address:	
Owner Name:	
Company Name:	
Tenant Relocation Coordinator (Name, Position, Organization):	

### EXISTING RENTAL UNITS

Unit Type	# of Units	Average Rents (\$/Mo.)
Bachelor		
1 BR		
2 BR		
3 BR		
3 BR+		
Total		

## B. Tenant Assistance Plan

For any renovation or redevelopment that requires relocation of existing tenants, the property owner must create a Tenant Assistance Plan that addresses the following issues:

- Early communication with the tenants
- Appropriate compensation
- Relocation assistance
- Moving costs and assistance
- Right of first refusal

The City has developed a Tenant Assistance Plan template that is available for applicant use. The template includes the required FOIPPA section 27(2) privacy notification which should be identified for tenants.

Please refer to the Tenant Assistance Policy with Tenant Assistance Plan guidelines for Market Rental and Non-Market Rental Housing Development.

### **Required under the Residential Tenancy Act**

#### **Notice to End Tenancies**

A landlord may issue a Notice to End Tenancy only after all necessary permits have been issued by the City. In addition, landlords must give four months' notice to end tenancies for renovation, demolition, and conversions. Tenants have 30 days to dispute the notice.

For more information, please refer to the [Landlord Notice to End Tenancy](#).

#### **Renovations and Repairs**

Renovations and repairs must be so extensive that they require the unit to be empty in order for them to take place, and the only way to achieve the necessary emptiness or vacancy is by terminating a tenancy. The RTA and associated guidelines provide specific guidance pertaining to whether a landlord may end a tenancy in order to undertake renovations or repairs to a rental unit.

For more information, please refer to [Ending a Tenancy for Landlord's use of Property](#).

#### **Right of First Refusal**

In instances of renovations or repairs requiring vacancy, the RTA requires tenants be offered the right of first refusal to enter into a new tenancy agreement at a rent determined by the landlord. This right of first refusal applies only to a rental unit in a residential property containing 5 or more units, and there are financial penalties for non-compliance.

For more information, please refer to [Tenant Notice: Exercising Right of First Refusal](#).

**For full details, please check the Government of British Columbia [website](#).**



Tenant Assistance Plan Components	APPLICANT		CITY STAFF
	Tenant Assistance Plan		Did the Applicant meet policy?
	Date:	dd/mm/yyyy	dd/mm/yyyy
<b>Compensation</b>  Please indicate how you will be compensating the tenant(s).			<b>Yes</b>  <b>No</b>
<b>Moving Expenses</b>  Please indicate how the tenant(s) will receive moving expenses and assistance.			<b>Yes</b>  <b>No</b>
<b>Relocation Assistance</b>  Please indicate how the tenant(s) will receive relocation assistance.			<b>Yes</b>  <b>No</b>
<b>Right of First Refusal</b>  Please indicate whether the applicant is offering right of first refusal to the tenant(s). Please indicate your reasoning.			<b>Yes</b>  <b>No</b>
<b>Tenants Requiring Additional Assistance</b>  Please indicate whether there are tenants requiring additional assistance. If so, please indicate how the applicant plans to provide additional support.			<b>Yes</b>  <b>No</b>
<b>Other Comments</b>			

<b>Tenant Communication Plan Components</b>	<b>APPLICANT</b>	
	<b>Tenant Communication Plan</b>	
	<b>Date:</b>	dd/mm/yyyy
How and when did you inform tenants of the rezoning or development application?		
How will you be communicating to tenants throughout the rezoning or development application (including decisions made by Council)?		
What kind of resources will you be communicating to your tenants and how will you facilitate tenants in accessing these resources? (Please see the City's <a href="#">website</a> for a list of resources)		
Have tenant(s) confirmed with you whether they request assistance? If so, please indicate the staff responsible or whether a third-party service is requested.		
Other communications notes:		

**FINAL TAP Review - [For City Staff to complete]**

Application received by \_\_\_\_\_ (City Staff) on \_\_\_\_\_ (Date)

Did the applicant meet TAP policy?                      Yes                      No

Staff Comments on  
final plan:

NO. 20-094

A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the CR-GI Zone, Gorge and Irma District, and to rezone land known as 43, 45 and 55 Gorge Road East and 2827, 2829 and 2831 Irma Street from the R1-B Zone, Single Family Dwelling District, to the CR-GI Zone, Gorge and Irma District.

The Council of The Corporation of the City of Victoria enacts the following provisions:

- 1 This Bylaw may be cited as the “ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1236)”.
- 2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended in the Table of Contents of Schedule “B” under the caption PART 4 – General Commercial Zones by adding the following words:

“4.104 CR-GI Gorge and Irma District”.

- 3 The Zoning Regulation Bylaw is also amended by adding to Schedule “B” after Part 4.103 the provisions contained in Schedule 1 of this Bylaw.

- 4 The land known as 43, 45 and 55 Gorge Road East and 2827, 2829 and 2831 Irma Street, legally described, respectively, as:

- (a) PID: 003-687-821 Lot 1, Section 10, Victoria District, Plan 4894
- (b) PID: 004-613-082 Lot 2, Section 10, Victoria District, Plan 4894
- (c) PID: 004-613-228 Lot 3, Section 10, Victoria District, Plan 4894
- (d) PID: 018-192-408 Lot A, Section 10, Victoria District, Plan VIP56242
- (e) PID: 018-192-416 Lot B, Section 10, Victoria District, Plan VIP56242
- (f) PID: 006-044-344 Lot 5, Section 10, Victoria District, Plan 4894

and shown hatched on the attached map, is removed from the R1-B Zone, Single Family Dwelling District, and placed in the CR-GI Zone, Gorge and Irma District.

READ A FIRST TIME the day of 2020

READ A SECOND TIME the day of 2020

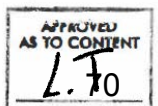
Public hearing held on the day of 2020

READ A THIRD TIME the day of 2020

ADOPTED on the day of 2020

CITY CLERK

MAYOR



**PART 4.104 – CR-GI ZONE, GORGE AND IRMA DISTRICT****4.104.1 Permitted Uses in this Zone**

The following uses are the only uses permitted in this Zone:

- a. uses permitted in the R1-B Zone, Single Family Dwelling District, subject to the regulations set out in Part 1.2 of the Zoning Regulation Bylaw
- b. bakery
- c. club
- d. financial service
- e. multiple dwelling
- f. office, including medical and dental services
- g. personal service
- h. restaurant
- i. retail.

**4.104.2 Community Amenity**

- a. As a condition of additional density pursuant to Part 4.104.5(b), the following amenity contributions must be provided:
  - i. a monetary contribution of \$17,500.00 to be provided to the City's Local Amenities Reserve Fund for the construction of traffic calming devices on Irma Street and Lotus Street.
  - ii. all dwelling units within a multiple dwelling must be secured through a housing agreement as rental in perpetuity prior to the issuance of a building permit.

**4.104.3 General Regulations**

- a. A minimum of 290m<sup>2</sup> of commercial floor area must be provided on the ground floor of a multiple dwelling.

**4.104.4 Lot Area**

- a. Lot area (minimum) 4810m<sup>2</sup>

**PART 4.104 – CR-GI ZONE, GORGE AND IRMA DISTRICT****4.104.5 Floor Space Ratio**

- |  |        |
|--|--------|
| a. <u>Floor space ratio</u> (maximum)  | 1:1    |
| b. <u>Floor space ratio</u> (maximum) where the community amenity has been provided pursuant to Part 4.104.2 | 2.43:1 |

**4.104.6 Height**

- |   |        |
|---|--------|
| a. Principal <u>building height</u> (maximum) | 18.15m |
|---|--------|

**4.104.7 Setbacks**

- |  |       |
|--|-------|
| a. Gorge Road East <u>setback</u> (minimum)  | 6.80m |
| Except for the following maximum projection into the <u>setback</u> :                      |       |
| • canopy   | 1.80m |
| b. Irma Street <u>setback</u> (minimum)  | 1.88m |
| c. Interior <u>lot line setback</u> (east) (minimum)                                       | 6m    |
| d. Interior <u>lot line setback</u> (east) for an <u>enclosed parking space</u> (minimum)  | 0.16m |
| e. Interior lot line <u>setback</u> (south) (minimum)                                      | 6m    |
| Except for the following maximum projection into the <u>setback</u> :                      |       |
| • roof overhang  | 1m    |
| f. Interior <u>lot line setback</u> (south) for an <u>enclosed parking space</u> (minimum) | 0.30m |

**4.104.8 Site Coverage, Open Site Space**

- |                                     |     |
|-------------------------------------|-----|
| a. <u>Site Coverage</u> (maximum)   | 52% |
| b. <u>Open site space</u> (minimum) | 42% |

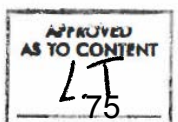
**PART 4.104 – CR-GI ZONE, GORGE AND IRMA DISTRICT**

**4.104.9 Vehicle and Bicycle Parking**

- |                              |  |
|------------------------------|--|
| a. Vehicle parking (minimum) | Subject to the regulations in Schedule "C" |
| b. Bicycle parking (minimum) | Subject to the regulations in Schedule "C" |







**HOUSING AGREEMENT**  
(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**  
#1 Centennial Square  
Victoria, B.C. V8W 1P6  
  
(the "**City**")

AND:

NEIL ROBERT MALBON  
43 GORGE ROAD EAST  
VICTORIA, BC  
V8Z 1L1  
  
(the "**Owner**")

AND:

MCAP SERVICE CORPORATION  
101 Frederick Street, Suite #600,  
P.O. BOX 351 Station C, Kitchener, Ontario, N2G 3Y9  
  
(the "**Existing Chargeholder**")

**WHEREAS:**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 43 Gorge Road East, Victoria, B.C. and legally described as:

PID: 003-687-821  
LOT 1, SECTION 10, VICTORIA DISTRICT, PLAN 4894

(collectively, the "**Lands**").

- D. PC Urban Properties Corporation, with the consent of the Owner, has applied to the City to rezone the Lands to permit 153 housing units within the Development in accordance with this Agreement.

- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

## 1.0 DEFINITIONS

### 1.1 In this Agreement:

**"Business Day"** means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;

**"Development"** means the new 153 unit building consisting of residential housing and related facilities on, inter alia, the Lands;

**"Dwelling Units"** means any or all, as the context may require, of the 153 self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and **"Dwelling Unit"** means any of such residential dwelling units located on the Lands;

**"Immediate Family"** includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;

**"Non-owner"** means a person other than a Related Person or the Owner;

**"Owner"** includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 8.3;

**"Related Person"** includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

- (a) a corporation or society:
  - (i) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or
  - (ii) an Immediate Family of a person to whom paragraph (i) applies, or
- (b) an individual, an Immediate Family of the registered or beneficial owner;

**"Strata Corporation"** means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.

**"Tenancy Agreement"** means a tenancy agreement pursuant to the *Residential Tenancy*

Act that is regulated by that Act.

## **2.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS**

- 2.1** The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing in perpetuity, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

## **3.0 NO RESTRICTIONS ON RENTALS**

- 3.1** The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2** Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

## **4.0 REPORTING**

- 4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Community Development, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

along with such other information as may be requested by the Director from time to time.

- 4.2** The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 4.3** The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

## **5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

- 5.1** Notice of this Agreement (the "**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

## **6.0 LIABILITY**

**6.1** The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.

**6.2** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

## **7.0 PRIORITY AGREEMENT**

**7.1** The Existing Chargeholder, as the registered holder of a charge by way of Mortgage against the Lands, which said charge is registered in the Land Title Office at Victoria, British Columbia, under number FB313357, for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the *Local Government Act*, this Agreement shall be an encumbrance upon the Lands in priority to the said charge in the same manner and to the same effect as if Notice had been filed prior to the said charge.

## **8.0 GENERAL PROVISIONS**

**8.1 NOTICE.** If sent as follows, notice under this Agreement is considered to be received:

- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
- (b) on the next Business Day if sent by facsimile or email with no notice of failure to deliver being received back by the sender, and
- (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria  
 #1 Centennial Square  
 Victoria, BC V8W 1P6

Attention: Director of Sustainable Planning and  
 Community Development  
 Fax: 250-361-0386  
 Email: [khoese@victoria.ca](mailto:khoese@victoria.ca)

and in the case of the Owner, addressed to:

NEIL ROBERT MALBON  
43 GORGE ROAD EAST  
VICTORIA, BC  
V8Z 1L1

or upon registration of a strata plan for the Lands, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

**8.2 TIME.** Time is of the essence of this Agreement.

**8.3 BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

**8.4 WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**8.5 HEADINGS.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

**8.6 LANGUAGE.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

**8.7 LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

- 8.8 EQUITABLE REMEDIES.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement
- 8.9 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 8.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 8.11 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 8.12 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 8.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 8.14 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 8.15 SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 8.16 JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 8.17 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 8.18 EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.



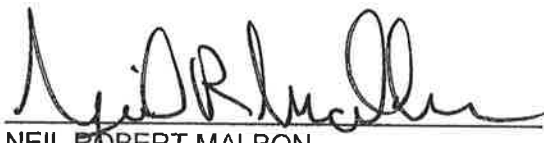
IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year last below written.

THE CORPORATION OF THE CITY OF )  
VICTORIA by its authorized signatory: )

\_\_\_\_\_  
Karen Hoese, Director of Sustainable  
Planning and Community Development )

Date signed: \_\_\_\_\_ )

NEIL ROBERT MALBON )

  
\_\_\_\_\_  
NEIL ROBERT MALBON )

Date signed: 6 November 2020 )

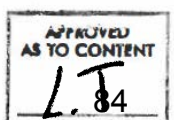
MCAP SERVICE CORPORATION )  
by its authorized signatory(ies): )

\_\_\_\_\_  
Print Name: \_\_\_\_\_ )

\_\_\_\_\_  
Print Name: \_\_\_\_\_ )

Date signed: \_\_\_\_\_ )





**HOUSING AGREEMENT**  
(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**  
#1 Centennial Square  
Victoria, B.C. V8W 1P6  
  
(the "**City**")

AND:

SANIA ROBERT AKOURY  
SERA ANN AKOURY  
GEORGE MAROUN AKOURY  
45 GORGE RD E  
VICTORIA, BC  
V9A 1L1  
  
(the "**Owner**")

AND:

CANADIAN IMPERIAL BANK OF COMMERCE  
1745 West 8th Ave, Level B1, Vancouver, B.C.  
V6J 4T3  
  
(the "**Existing Chargeholder**")

**WHEREAS:**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 45 Gorge Road East, Victoria, B.C. and legally described as:

PID: 004-613-082  
LOT 2, SECTION 10, VICTORIA DISTRICT, PLAN 4894

(collectively, the "**Lands**").

- D. PC Urban Properties Corporation, with the consent of the Owner, has applied to the City

to rezone the Lands to permit 153 housing units within the Development in accordance with this Agreement.

- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

## 1.0 DEFINITIONS

### 1.1 In this Agreement:

**"Business Day"** means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;

**"Development"** means the new 153 unit building consisting of residential housing and related facilities on, inter alia, the Lands;

**"Dwelling Units"** means any or all, as the context may require, of the 153 self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and **"Dwelling Unit"** means any of such residential dwelling units located on the Lands;

**"Immediate Family"** includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;

**"Non-owner"** means a person other than a Related Person or the Owner;

**"Owner"** includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 8.3;

**"Related Person"** includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

- (a) a corporation or society:
  - (i) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or
  - (ii) an Immediate Family of a person to whom paragraph (i) applies, or
- (b) an individual, an Immediate Family of the registered or beneficial owner;

**"Strata Corporation"** means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, a strata corporation as defined in that

Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.

**"Tenancy Agreement"** means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act.

## **2.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS**

- 2.1** The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing in perpetuity, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

## **3.0 NO RESTRICTIONS ON RENTALS**

- 3.1** The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2** Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

## **4.0 REPORTING**

- 4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Community Development, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

along with such other information as may be requested by the Director from time to time.

- 4.2** The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 4.3** The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

## **5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

- 5.1** Notice of this Agreement (the **"Notice"**) will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

## **6.0 LIABILITY**

- 6.1** The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 6.2** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

## **7.0 PRIORITY AGREEMENT**

- 7.1** The Existing Chargeholder, as the registered holder of a charge by way of Mortgage against the Lands, which said charge is registered in the Land Title Office at Victoria, British Columbia, under number CA5390742, for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the *Local Government Act*, this Agreement shall be an encumbrance upon the Lands in priority to the said charge in the same manner and to the same effect as if Notice had been filed prior to the said charge.

## **8.0 GENERAL PROVISIONS**

- 8.1 NOTICE.** If sent as follows, notice under this Agreement is considered to be received:

- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
- (b) on the next Business Day if sent by facsimile or email with no notice of failure to deliver being received back by the sender, and
- (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria  
#1 Centennial Square  
Victoria, BC V8W 1P6

Attention: Director of Sustainable Planning and  
Community Development  
Fax: 250-361-0386  
Email: [khoese@victoria.ca](mailto:khoese@victoria.ca)

and in the case of the Owner, addressed to:

SANIA ROBERT AKOURY  
SERA ANN AKOURY  
GEORGE MAROUN AKOURY  
45 GORGE RD E  
VICTORIA, BC  
V9A 1L1

or upon registration of a strata plan for the Lands, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

**8.2 TIME.** Time is of the essence of this Agreement.

**8.3 BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

**8.4 WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

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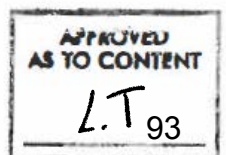
**8.7 LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.



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- 8.9 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 8.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 8.11 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 8.12 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 8.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 8.14 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 8.15 SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
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- 8.18 EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.







**HOUSING AGREEMENT**  
(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**  
#1 Centennial Square  
Victoria, B.C. V8W 1P6  
  
(the "**City**")

AND:

DAVID STEWART VINNELS  
55 GORGE ROAD EAST  
VICTORIA, BC  
V9L 1L1  
Victoria, B.C.  
  
(the "**Owner**")

AND:

ROYAL BANK OF CANADA  
1st Fir 180 Wellington St West,  
Toronto, Ontario  
M5J 1J1  
  
(the "**Existing Chargeholder**")

**WHEREAS:**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 55 Gorge Road East, Victoria, B.C. and legally described as:

PID: 004-613-228  
LOT 3, SECTION 10, VICTORIA DISTRICT, PLAN 4894

(collectively, the "**Lands**").

- D. PC Urban Properties Corporation, with the consent of the Owner, has applied to the City

to rezone the Lands to permit 153 housing units within the Development in accordance with this Agreement.

- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

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### 1.1 In this Agreement:

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"**Dwelling Units**" means any or all, as the context may require, of the 153 self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "**Dwelling Unit**" means any of such residential dwelling units located on the Lands;

"**Immediate Family**" includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;

"**Non-owner**" means a person other than a Related Person or the Owner;

"**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 8.3;

"**Related Person**" includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

- (a) a corporation or society:
  - (i) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or
  - (ii) an Immediate Family of a person to whom paragraph (i) applies, or
- (b) an individual, an Immediate Family of the registered or beneficial owner;

"**Strata Corporation**" means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, a strata corporation as defined in that

Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.

**"Tenancy Agreement"** means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act.

## **2.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS**

- 2.1** The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing in perpetuity, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

## **3.0 NO RESTRICTIONS ON RENTALS**

- 3.1** The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2** Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

## **4.0 REPORTING**

- 4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Community Development, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

along with such other information as may be requested by the Director from time to time.

- 4.2** The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 4.3** The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

## **5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

- 5.1** Notice of this Agreement (the **"Notice"**) will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

## **6.0 LIABILITY**

- 6.1** The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 6.2** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

## **7.0 PRIORITY AGREEMENT**

- 7.1** The Existing Chargeholder, as the registered holder of a charge by way of Mortgage against the Lands, which said charge is registered in the Land Title Office at Victoria, British Columbia, under number CA1016620, for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the *Local Government Act*, this Agreement shall be an encumbrance upon the Lands in priority to the said charge in the same manner and to the same effect as if Notice had been filed prior to the said charge.

## **8.0 GENERAL PROVISIONS**

- 8.1 NOTICE.** If sent as follows, notice under this Agreement is considered to be received:

- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
- (b) on the next Business Day if sent by facsimile or email with no notice of failure to deliver being received back by the sender, and
- (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria  
 #1 Centennial Square  
 Victoria, BC V8W 1P6

Attention: Director of Sustainable Planning and  
 Community Development  
 Fax: 250-361-0386  
 Email: [khoese@victoria.ca](mailto:khoese@victoria.ca)



and in the case of the Owner, addressed to:

DAVID STEWART VINNELS  
55 GORGE ROAD EAST  
VICTORIA, BC  
V9L 1L1

or upon registration of a strata plan for the Lands, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

**8.2 TIME.** Time is of the essence of this Agreement.

**8.3 BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

**8.4 WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**8.5 HEADINGS.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

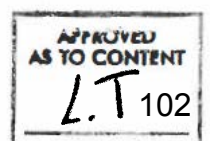
**8.6 LANGUAGE.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

**8.7 LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

- 8.8 EQUITABLE REMEDIES.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement
- 8.9 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 8.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 8.11 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 8.12 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 8.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 8.14 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 8.15 SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 8.16 JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 8.17 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 8.18 EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.







**HOUSING AGREEMENT**  
(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**  
#1 Centennial Square  
Victoria, B.C. V8W 1P6  
  
(the "City")

AND:

679717 B.C. LTD.  
25 LOTUS STREET  
VICTORIA, BC  
V9A 1P3.  
  
(the "Owner")

AND:

SCOTIA MORTGAGE CORPORATION  
103- 3521 Blanshard Street,  
Victoria, BC, V8Z 0B9  
  
(the "Existing Chargeholder")

**WHEREAS:**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 2827 Irma Street, Victoria, B.C. and legally described as:  
  
PID: 018-192-408  
LOT A, SECTION 10, VICTORIA DISTRICT, PLAN VIP56242  
  
(collectively, the "Lands").
- D. PC Urban Properties Corporation, with the consent of the Owner, has applied to the City to rezone the Lands to permit 153 housing units within the Development in accordance with this Agreement.

- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "Agreement"), the parties agree each with the other as follows:

## 1.0 DEFINITIONS

### 1.1 In this Agreement:

**"Business Day"** means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;

**"Development"** means the new 153 unit building consisting of residential housing and related facilities on, inter alia, the Lands;

**"Dwelling Units"** means any or all, as the context may require, of the 153 self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and **"Dwelling Unit"** means any of such residential dwelling units located on the Lands;

**"Immediate Family"** includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;

**"Non-owner"** means a person other than a Related Person or the Owner;

**"Owner"** includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 8.3;

**"Related Person"** includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

- (a) a corporation or society:
  - (i) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or
  - (ii) an Immediate Family of a person to whom paragraph (i) applies, or
- (b) an individual, an Immediate Family of the registered or beneficial owner;

**"Strata Corporation"** means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.

"**Tenancy Agreement**" means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act.

## **2.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS**

- 2.1** The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing in perpetuity, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

## **3.0 NO RESTRICTIONS ON RENTALS**

- 3.1** The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2** Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

## **4.0 REPORTING**

- 4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Community Development, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

along with such other information as may be requested by the Director from time to time.

- 4.2** The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 4.3** The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

## **5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

- 5.1** Notice of this Agreement (the "**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.



## **6.0 LIABILITY**

- 6.1** The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 6.2** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

## **7.0 PRIORITY AGREEMENT**

- 7.1** The Existing Chargeholder, as the registered holder of a charge by way of Mortgage and Assignment of Rents against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA5657019 and CA5657020, respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the *Local Government Act*, this Agreement shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if Notice had been filed prior to the said charges.

## **8.0 GENERAL PROVISIONS**

- 8.1 NOTICE.** If sent as follows, notice under this Agreement is considered to be received:
- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
  - (b) on the next Business Day if sent by facsimile or email with no notice of failure to deliver being received back by the sender, and
  - (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria  
 #1 Centennial Square  
 Victoria, BC V8W 1P6

Attention: Director of Sustainable Planning and  
 Community Development  
 Fax: 250-361-0386  
 Email: khoese@victoria.ca

and in the case of the Owner, addressed to:

679717 B.C. LTD.  
25 LOTUS STREET  
VICTORIA, BC  
V9A 1P3

Attention: President

or upon registration of a strata plan for the Lands, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

**8.2 TIME.** Time is of the essence of this Agreement.

**8.3 BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

**8.4 WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**8.5 HEADINGS.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

**8.6 LANGUAGE.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

**8.7 LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

- 8.8 EQUITABLE REMEDIES.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement
- 8.9 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 8.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 8.11 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 8.12 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 8.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 8.14 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 8.15 SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 8.16 JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 8.17 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 8.18 EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year last below written.

**THE CORPORATION OF THE CITY OF VICTORIA** by its authorized signatory:

Karen Hoese, Director of Sustainable  
Planning and Community Development

Date signed: \_\_\_\_\_

**679717 B.C. LTD.**  
by its authorized signatory:

Kelsey Wiedner  
Print Name: \_\_\_\_\_

Date signed: Oct 29, 2020

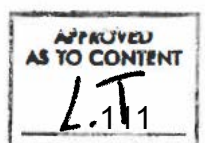
**SCOTIA MORTGAGE CORPORATION**  
by its authorized signatory(ies):

Linda Winter  
Print Name: \_\_\_\_\_  
Mortgage Services  
Central Mortgage Unit

Print Name: \_\_\_\_\_  
Christine Brown  
Mortgage Services  
Central Mortgage Unit  
Date signed: Oct 22, 2020

Denyse Andrea Griffin, Notary Public  
10 Wright Blvd.,  
Stratford, Ontario N4Z 1H3  
519-271-9583 ext 83806





**HOUSING AGREEMENT**  
(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**  
#1 Centennial Square  
Victoria, B.C. V8W 1P6  
  
(the "City")

AND:

SCOTT CORNEL OLAUSON  
2829 IRMA STREET  
VICTORIA, BC  
V9A1S3  
  
(the "Owner")

AND:

SCOTIA MORTGAGE CORPORATION  
103- 3521 Blanshard Street,  
Victoria, BC, V8Z 0B9  
  
(the "Existing Chargeholder")

**WHEREAS:**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 2829 Irma Street, Victoria, B.C. and legally described as:  
  
PID: 018-192-416  
LOT B SECTION 10 VICTORIA DISTRICT PLAN VIP56242  
  
(collectively, the "Lands").
- D. PC Urban Properties Corporation, with the consent of the Owner, has applied to the City to rezone the Lands to permit 153 housing units within the Development in accordance with this Agreement.

- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

## **1.0 DEFINITIONS**

### **1.1** In this Agreement:

"**Business Day**" means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;

"**Development**" means the new 153 unit building consisting of residential housing and related facilities on, inter alia, the Lands;

"**Dwelling Units**" means any or all, as the context may require, of the 153 self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "**Dwelling Unit**" means any of such residential dwelling units located on the Lands;

"**Immediate Family**" includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;

"**Non-owner**" means a person other than a Related Person or the Owner;

"**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 8.3;

"**Related Person**" includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

- (a) a corporation or society:
  - (i) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or
  - (ii) an Immediate Family of a person to whom paragraph (i) applies, or
- (b) an individual, an Immediate Family of the registered or beneficial owner;

"**Strata Corporation**" means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.



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## **3.0 NO RESTRICTIONS ON RENTALS**

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- 3.2** Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

## **4.0 REPORTING**

- 4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Community Development, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

along with such other information as may be requested by the Director from time to time.

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## **5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

- 5.1** Notice of this Agreement (the **"Notice"**) will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

## **6.0 LIABILITY**

- 6.1** The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 6.2** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

## **7.0 PRIORITY AGREEMENT**

- 7.1** The Existing Chargeholder, as the registered holder of a charge by way of Mortgage against the Lands, which said charge is registered in the Land Title Office at Victoria, British Columbia, under number CA7899141, for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the *Local Government Act*, this Agreement shall be an encumbrance upon the Lands in priority to the said charge in the same manner and to the same effect as if Notice had been filed prior to the said charge.

## **8.0 GENERAL PROVISIONS**

- 8.1 NOTICE.** If sent as follows, notice under this Agreement is considered to be received:

- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
- (b) on the next Business Day if sent by facsimile or email with no notice of failure to deliver being received back by the sender, and
- (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria  
 #1 Centennial Square  
 Victoria, BC V8W 1P6

Attention: Director of Sustainable Planning and  
 Community Development  
 Fax: 250-361-0386  
 Email: [khoese@victoria.ca](mailto:khoese@victoria.ca)

and in the case of the Owner, addressed to:

SCOTT CORNEL OLAUSON  
2829 IRMA STREET  
VICTORIA, BC  
V9A1S3

or upon registration of a strata plan for the Lands, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

**8.2 TIME.** Time is of the essence of this Agreement.

**8.3 BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

**8.4 WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**8.5 HEADINGS.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

**8.6 LANGUAGE.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

**8.7 LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

- 8.8 EQUITABLE REMEDIES.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement
- 8.9 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 8.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 8.11 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 8.12 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 8.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 8.14 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 8.15 SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 8.16 JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 8.17 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 8.18 EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year last below written.

**THE CORPORATION OF THE CITY OF VICTORIA** by its authorized signatory:

Karen Hoese, Director of Sustainable  
Planning and Community Development


Date signed: \_\_\_\_\_

**SCOTT CORNEL OLAUSON**

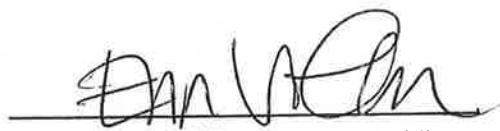
  
SCOTT CORNEL OLAUSON

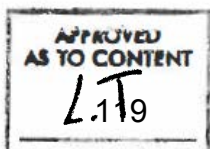
Date signed: November 6, 2020

**SCOTIA MORTGAGE CORPORATION**  
by its authorized signatory(ies):

 Linda McIntyre  
Print Name: \_\_\_\_\_ Mortgage Servicing Officer  
Judy Chiu  
Print Name: \_\_\_\_\_ Mortgage Servicing Officer  
Central Mortgage Unit

Date signed: OCTOBER 15, 2020

  
Erin Kellie Vollmer, Notary Public  
10 Wright Blvd.,  
Stratford, Ontario N4Z 1H3  
844-828-0537 x 83834  
(ASTO ALL SIGNATURES)



**HOUSING AGREEMENT**

(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**

#1 Centennial Square  
Victoria, B.C. V8W 1P6

(the "**City**")

AND:

CHIH-FANG HSU and SU-MIN HSU  
1832 KNUTSFORD PLACE  
VICTORIA, BC  
V8N 6E3

-and-

VICTOR PENG AND JAMES PENG  
766 WESLEY COURT  
VICTORIA, BC  
V8Y 3E6

(the "**Owner**")

**WHEREAS:**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 2831 Irma Street, Victoria, B.C. and legally described as:

PID: 006-044-344  
LOT 5, SECTION 10, VICTORIA DISTRICT, PLAN 4894

(collectively, the "**Lands**").

- D. PC Urban Properties Corporation, with the consent of the Owner, has applied to the City to rezone the Lands to permit 153 housing units within the Development in accordance with this Agreement.

- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "Agreement"), the parties agree each with the other as follows:

## 1.0 DEFINITIONS

### 1.1 In this Agreement:

**"Business Day"** means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;

**"Development"** means the new 153 unit building consisting of residential housing and related facilities on, inter alia, the Lands;

**"Dwelling Units"** means any or all, as the context may require, of the 153 self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and **"Dwelling Unit"** means any of such residential dwelling units located on the Lands;

**"Immediate Family"** includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;

**"Non-owner"** means a person other than a Related Person or the Owner;

**"Owner"** includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 8.3;

**"Related Person"** includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

- (a) a corporation or society:
  - (i) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or
  - (ii) an Immediate Family of a person to whom paragraph (i) applies, or
- (b) an individual, an Immediate Family of the registered or beneficial owner;

**"Strata Corporation"** means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.



**"Tenancy Agreement"** means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act.

## **2.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS**

- 2.1** The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing in perpetuity, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

## **3.0 NO RESTRICTIONS ON RENTALS**

- 3.1** The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2** Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

## **4.0 REPORTING**

- 4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Community Development, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

along with such other information as may be requested by the Director from time to time.

- 4.2** The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 4.3** The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

## **5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

- 5.1** Notice of this Agreement (the "**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

## **6.0 LIABILITY**

- 6.1** The Owner agrees to indemnify and save harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 6.2** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

## **7.0 PRIORITY AGREEMENT**

### **7.1 INTENTIONALLY DELETED**

## **8.0 GENERAL PROVISIONS**

### **8.1 NOTICE.** If sent as follows, notice under this Agreement is considered to be received:

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- (b) on the next Business Day if sent by facsimile or email with no notice of failure to deliver being received back by the sender, and
- (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria  
#1 Centennial Square  
Victoria, BC V8W 1P6

Attention: Director of Sustainable Planning and  
Community Development  
Fax: 250-361-0386  
Email: khoese@victoria.ca

and in the case of the Owner, addressed to:

CHIH-FANG HSU and SU-MIN HSU  
1832 KNUTSFORD PLACE  
VICTORIA, BC  
V8N 6E3

-and-

VICTOR PENG AND JAMES PENG  
 766 WESLEY COURT  
 VICTORIA, BC  
 V8Y 3E6

or upon registration of a strata plan for the Lands, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

**8.2 TIME.** Time is of the essence of this Agreement.

**8.3 BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

**8.4 WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**8.5 HEADINGS.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

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**8.8 EQUITABLE REMEDIES.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement

- 8.9 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 8.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 8.11 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 8.12 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 8.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 8.14 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 8.15 SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 8.16 JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 8.17 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 8.18 EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year last below written.

THE CORPORATION OF THE CITY OF  
VICTORIA by its authorized signatory:

Karen Hoese, Director of Sustainable  
Planning and Community Development

Date signed: \_\_\_\_\_

CHIH-FANG HSU, SU-MIN HSU, VICTOR  
PENG & JAMES PENG

CHIH-FANG HSU

SU-MIN HSU

VICTOR PENG

JAMES PENG

Date signed: OCT. 08, 20 as to VICTOR PENG & JAMES PENG,  
OCT. 28, 20 as to CHIH-FANG HSU & SU-MIN HSU

**THE CORPORATION OF THE CITY OF VICTORIA** by its authorized signatory:

**Karen Hoesle, Director of Sustainable Planning and Community Development**

Date signed: \_\_\_\_\_

**CHIH-FANG HSU, SU-MIN HSU, VICTOR  
PENG & JAMES PENG**

CHIH-FANG HSU

SU-MIN HSU

**VICTOR PENG**

**JAMES PENG**

Date signed: OCT. 08, 20 as to VICTOR PENG & JAMES PENG

OCT. 120 as to CHIH-FANG HSU & SU-MIN HSU



## Council Report

For the Meeting of November 26, 2020

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**To:** Council **Date:** November 19, 2020

**From:** Karen Hoese, Director, Sustainable Planning and Community Development

**Subject:** **1050-1058 Pandora Avenue and 1508, 1514 and 1516 Cook Street: Rezoning Application No. 00695, Heritage Alteration Permit Application No. 00016, and Heritage Designation Application No. 000188**

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### RECOMMENDATION

#### Rezoning Application No. 00695

That Council adopt the following resolution:

1. Council approves a statutory right-of-way of two (2) metres for the purpose of a public pathway from Cook Street to Franklin Green Park, registered in favour of the City on title to the property located at 105-1058 Pandora Avenue and 1508, 1514 and 1516 Cook Street and 1518 Cook Street.

That the following bylaws **be given introductory readings:**

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1220) No. 20-041
2. Heritage Designation (1050-1058 Pandora Avenue and 1508, 1514 and 1516 Cook Street and 1518 Cook Street) Bylaw No. 20-007.
3. Housing Agreement (1050-1058 Pandora Avenue and 1508, 1514 and 1516 Cook Street and 1518 Cook Street) Bylaw (2020) No. 20-042.

#### Heritage Alteration Permit Application No. 00016

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council and after the Public Hearing for Rezoning Application No. 00695, if it is approved, consider the following motions:

1. "That Council authorize the issuance of Heritage Alteration Permit Application No. 00016 for 1050-1058 Pandora Avenue and 1508-1518 Cook Street, in accordance with:
  - a. Plans, date stamped **November 16, 2020**;
  - b. The Conservation Plan for the Parkway Apartments, date stamped July 16, 2019;
  - c. Final plans to be generally in accordance with the plans identified above to the satisfaction of the Director of Sustainable Planning and Community Development; and
  - d. Heritage Alteration Permit lapsing two years from the date of this resolution.

2. That Council approve the designation of the heritage-registered property located at 1050-1058 Pandora Avenue and 1508-1516 Cook Street, pursuant to Section 611 of the Local Government Act, as a Municipal Heritage Site, consistent with the plans dated July 15, 2020."

## BACKGROUND

The proposal is to retain and heritage-designate 50% of the existing heritage building and construct a new four- and six-storey mixed-use addition consisting of ground floor commercial uses and residential above. It came before Council on December 12, 2019, and again on August 6, 2020 where the following resolution was approved:

### Rezoning Application No. 00695

*That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00695 for 1050-1058 Pandora Avenue and 1508-1518 Cook Street, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set once the following conditions are met:*

1. *Preparation and execution of the appropriate legal agreements in order to secure the following:*
  - a. *all dwelling units remain rental in perpetuity;*
  - b. *a Statutory Right-of-Way of 3.083m along Cook Street, to the satisfaction of the Director of Engineering and Public Works;*
  - c. *pay for the construction an asphalt pathway in Franklin Green Park to connect the proposed 3m wide pathway at the northwest corner of the site to an existing park pathway to the west to the satisfaction of the Director of Parks, Recreation and Facilities;*
  - d. *provide a bus shelter on Cook Street in accordance with the site plan dated November 22, 2019, to the satisfaction of the Director of Engineering and Public Works and the Director of Sustainable Planning and Community Development;*
  - e. *provide two car share vehicles, two assigned car share parking spaces on-site, 118 car share memberships, a \$100 of driving credits for each resident, and 40 electric bicycle charging stations (110V wall outlets) in the underground parkade, to the satisfaction of the Director of Engineering and Public Works;*
  - f. *purchase 100 transit passes through BC Transit's EcoPass program to the satisfaction of the Director of Engineering and Public Works;*
  - g. *permit the proposed mews to access Franklin Green Park for fire exit purposes;*
  - h. *maintain unrestricted public access to the mews from Cook Street and Franklin Green Park from 8AM-8PM each day;*
  - i. *provide a community amenity contribution in the amount of \$24,000.00 toward the Tree Reserve Fund for tree planting purposes and enhancing the city's urban forest; and*
  - j. *provide a community amenity contribution in the amount of \$17,800.00 toward the Local Amenity Reserve Fund for the construction of two accessible asphalt pathways within Franklin Green Park linking Cook Street and the development to the existing pathways in the park and for the purchase and installation of a drinking fountain for the park to the satisfaction of the Director of Parks, Recreation and Facilities.*
  - k. *design, supply and installation of the 'New Town District' framework along both frontages, including furnishings, materials and pedestrian lights, as laid out in the City's*



*Downtown Public Realm Plan and Streetscape Standards document to the satisfaction of the Director of Engineering and Public Works.*

2. *Council authorizing street-level projecting canopies and cornices over the City Right-of-Way on 1050-1058 Pandora Avenue and 1508-1518 Cook Street, provided that the applicant enters into an Encroachment Agreement in a form satisfactory to the City Solicitor and the Director of Engineering and Public Works.*
3. *That staff be directed to work with the applicant to achieve some street trees or form of greenery in the public realm on Cook Street as part of this development.*

#### Heritage Alteration Permit Application No. 00016

*That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council and after the Public Hearing for Rezoning Application No. 00695, if it is approved, consider the following motions:*

1. *“That Council authorize the issuance of Heritage Alteration Permit Application No. 00016 for 1050-1058 Pandora Avenue and 1508-1518 Cook Street, in accordance with:*
  - e. The Plans, date stamped July 15, 2020*
  - f. The Conservation Plan for the Parkway Apartments, date stamped July 16, 2019.*
  - g. Final plans to be generally in accordance with the plans identified above to the satisfaction of the Director of Sustainable Planning and Community Development.*
  - h. Heritage Alteration Permit lapsing two years from the date of this resolution.*
2. *That Council approve the designation of the heritage-registered property located at 1050-1058 Pandora Avenue and 1508-1516 Cook Street, pursuant to Section 611 of the Local Government Act, as a Municipal Heritage Site, consistent with the plans dated July 15, 2020.”*

## **COMMENTS**

### **Greenery on Cook Street**

Council directed staff to work with the applicant to achieve some street trees or form of greenery in the public realm on Cook Street. In response to this request, the applicant is proposing to add six planters within the proposed statutory right-of-way (SRW) area in front of the addition on Cook Street. With the limited space in front of this proposed development due to the existing heritage building, the only area within the public realm that can accommodate additional greenery without impacting pedestrians, transit users and sightlines is within this SRW area. The large planters can accommodate small ornamental trees, and they will all be irrigated and maintained by the applicant. The plans have been updated accordingly for Council’s consideration.

### **Statutory Right-of-Way for Pathway**

The applicant is willing to register a 2m SRW along the north side of the subject property to provide a pathway connection from Cook Street to Franklin Green Park for public use and enjoyment. The proposed pathway was discussed in the Committee of the Whole report dated November 28, 2019 with the intention of securing a SRW for public use; however, it was missed in the original recommendation for Council’s consideration. Ensuring the Council resolution is consistent with the agreements that have been drafted is simply a house keeping revision.

## Public Hearing Conditions

With regard to the pre-conditions that Council set in relation to these applications, staff can report that the applicant has executed the following legal agreements:

- a housing agreement to ensure that all dwelling units remain rental in perpetuity
- a 3.083m statutory right-of-way on Cook Street
- a 2.50m statutory right-of-way “mews way” public path between the buildings from Cook Street to Franklin Green Park, to be open during daytime hours
- a 2m statutory right-of-way public path along the north side of the building from Cook Street to Franklin Green Park
- Section 219 Covenants securing the following items:
  - a bus canopy and two bus benches on Cook Street
  - two car share vehicles; two assigned car share parking spaces on-site; 118 car share memberships (one for each dwelling unit); a \$100 of driving credits for each resident; and 40 electric bicycle charging stations (110V wall outlets)
  - 100 transit passes through BC Transit's EcoPass program
- an encroachment agreement to authorize street-level projecting canopies and cornices over the City right-of-way on 1050-1058 Pandora Avenue and 1508-1518 Cook Street.

The recommendation provided for Council's consideration contains the appropriate language to advance these applications to a Public Hearing and an Opportunity for Public Comment.

Respectfully submitted,



Leanne Taylor  
Senior Planner  
Development Services Division



Karen Hoese, Director  
Sustainable Planning and Community  
Development Department


Report accepted and recommended by the City Manager:



Date: November 24, 2020

## List of Attachments

- Attachment A: Updated plans date stamped November 16, 2020.



**Revisions**  
  
**Received Date:**  
**November 16, 2020**



**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE REVISION DESCRIPTION

**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A000**  
COVER SHEET

DRAWING LIST	SCALE
A000 COVER SHEET & DRAWING LIST	NTS
A001 PROJECT DESCRIPTION & SITE LOCATION PLAN	NTS/1:1000
A002 EXISTING SITE PLAN	1:100
A003 PROPOSED SITE PLAN	1:100
A004 AVERAGE GRADE CALCULATIONS	1:100
A100 LEVEL 0 PARKING PLAN	1:100
A101 LEVEL 1 PLAN	1:100
A102 LEVEL 2 PLAN	1:100
A103 LEVEL 3 PLAN	1:100
A104 LEVEL 4 PLAN	1:100
A105 LEVEL 5 PLAN	1:100
A106 LEVEL 6 PLAN	1:100
A107 ROOF PLAN	1:100
A201 EAST & SOUTH ELEVATIONS	1:150
A202 NORTH & WEST ELEVATIONS	1:150
A203 HERITAGE ELEVATION & PLAN STUDY	1:100
A204 FACADE STUDIES	1:50
A251 STREETSCAPE ELEVATIONS	NTS
A301 SECTIONS LOOKING WEST	1:150
A302 SECTIONS LOOKING EAST	1:150
A303 SECTIONS LOOKING NORTH	1:150
A304 SECTIONS LOOKING NORTH/SOUTH	1:150
A305 SECTIONS LOOKING SOUTH	1:150
A308 STREETSCAPE CROSS SECTION	1:50
A800 FSR LEGEND	1:100
A801 FSR-LEVEL 1	1:100
A802 FSR-LEVEL 2	1:100
A803 FSR-LEVEL 3	1:100
A804 FSR-LEVEL 4	1:100
A805 FSR-LEVEL 5	1:100
A806 FSR-LEVEL 6	1:100
A811 VIEW NORTH-WEST FROM CORNER OF PANDORA & COOK	NTS
A812 VIEW WEST THROUGH RESIDENTIAL MEWS	NTS
A813 VIEW SOUTH-WEST FROM COOK STREET	NTS
A814 VIEW EAST TO COURTYARD	NTS
A815 BALCONY STUDY	NTS
A817 ADJACENT PROPERTY STUDY	NTS
A821 SOLAR IMPACT ANALYSIS	NTS
A822 ILLUMINANCE ANALYSIS	NTS



PROJECT NARRATIVE

The Parkway Revitalization and Development is located at Pandora Avenue & Cook Street, at the site of what is known to the community as the Wellburns Building. Originally named Parkway apartments, the two-story masonry building was constructed in 1911 by William Ridgway Wilson. At the corner of the North Park neighbourhood, the building is a gateway feature to both the neighbourhood and the centre of Victoria.

The new development proposes a 4 & 6 storey volume stepping back from the existing heritage building to the north & west, and from Franklin Green Park to the south & east. 105 purpose-built rental apartments are proposed with a retail / commercial space being maintained on the existing ground floor of the Wellburns Building and the addition of a cafe space in the ground floor of the new addition facing Cook Street. A mezz separating the historic and modern buildings at street level serves as the residential entrance to the building and provides access to a west facing courtyard. Public access to and from Franklin Green Park is provided through a wide pedestrian walkway along the north edge of the site. One level of underground parking will be provided below the project site.

A priority of the project is to conserve the heritage value of the Wellburns building through retaining 50% of the existing volume, including the historic facades facing Pandora Ave & Cook St and the north-east wall facing the residential mezz. All character-defining

elements in these locations will be preserved along with any kindred repairs, as required. The original use of the building will remain with opportunities for multiple retail spaces on the ground floor & residential suites above. The building will be Designated Heritage with the Heritage Registry.

The new development will be clad in a light & mid grey coloured stucco rainscreen wall system with a light grain finish. It will borrow elements from its historic counterpart, including the proportion & angles of the projecting oriel windows and the recessed entryways of the existing storefronts. An existing Wellburns Market mural that is currently located on the north elevation of the existing building will be reimaged on the north elevation of the new 4 storey volume, at the entrance to the parkade.

To create a strong visual connection with the surrounding context, Juliet balconies will be provided in the living spaces of the suites directly facing Franklin Green Park & Harris Green Park. An accessible roof deck will also be provided for all residential tenants of the building, facing onto Franklin Green Park.

PROJECT NAME

Parkway

PROJECT ADDRESS

1050 Pandora Ave + 1518 Cook Street

LEGAL DESCRIPTION

Lots 1 and 2, Suburban Lot 15, Victoria, V1P7321

PROJECT TEAM

OWNER

Pandora Cook Development Corp.  
District Developments Corp.  
200-8809 Heather Street, Vancouver, BC, V6P 3T1

Primary Contact Andrew Remison  
604-736-1866

AGENT

DISTRICT DEVELOPMENTS CORP.  
200-8809 Heather Street, Vancouver, BC, V6P 3T1

Primary Contact Mike Fajl  
604-222-5762

ARCHITECT

MGA | Michael Green Architecture  
1535 West 3rd Avenue, Vancouver, BC, V6J 1J8

Architect Michael Green  
Contact Jordan Van Dijk  
604-439-4770

PROPOSED ZONING

New Site-Specific Zone  
Changed from R2 (Two-Family Dwelling District) at 1518 Cook Street, and C-A1 (Pandora Avenue Special Commercial District) at 1050 Pandora Avenue.

SITE AREA

2879 m<sup>2</sup>

AVERAGE GRADE

27.54m (below AOD) for average grade calculations  
Note that the project ground floor is set at a geodetic elevation of 27.56m and building levels are dimensioned from that elevation.

PROPOSED HEIGHT

20.22m taken from average grade. Note that 321mm parapet is excluded from proposed height.

ALLOWABLE HEIGHT

30m/ 8-10 storeys per OCP

APPLICABLE BUILDING CODE

BCBC 2018

STREETS FACING

Pandora Avenue to the South  
Cook Street to the East

OCCUPANCY CLASSIFICATIONS

3.2.2.50, Group C, Up to 6 Storeys,  
Sprinklered-Residential Occupancies  
3.2.2.50, Group E, Up to 6 Storeys,  
Sprinklered-Mercantile Occupancies,  
Located below the third storey,  
3.2.2.82 Group F, Division 3, Up to 6 Storeys,  
Sprinklered-Below Grade Parkade.

AREA CALCULATIONS

LEVEL 0	2,175.2 m <sup>2</sup>
LEVEL 1	1848.57 m <sup>2</sup>
LEVEL 2	2003.61 m <sup>2</sup>
LEVEL 3	1430.37 m <sup>2</sup>
LEVEL 4	1416.94 m <sup>2</sup>
LEVEL 5	939.13 m <sup>2</sup>
LEVEL 6	913.92 m <sup>2</sup>
<b>PROPOSED FSR</b>	<b>8,544.5 m<sup>2</sup></b>
<b>ALLOWABLE FSR</b>	<b>9,330 m<sup>2</sup></b>
<b>PROPOSED FSR RATIO</b>	<b>2.97</b>
<b>ALLOWABLE FSR RATIO</b>	<b>3.3</b>
<b>UNIT TYPES</b>	<b>Not</b>
	<b>%</b>
STUDIO	4
STUDIO & DEN	8
1 BED	54
1 B & DEN	24
2 BED	11
2 BED & DEN	4
<b>TOTAL</b>	<b>105</b>

PROPOSED HEIGHT

20.221m

TOTAL RESIDENTIAL AREA

6035 m<sup>2</sup>

TOTAL RESIDENTIAL UNITS

105

TOTAL PARKING SPACES

44 PROVIDED  
94 REQUIRED

TOTAL COMMERCIAL AREA

1050 m<sup>2</sup>

880.0 m<sup>2</sup> RETAIL  
170.0 m<sup>2</sup> CAFE  
55.6 m<sup>2</sup> OUTDOOR SEATING

ORIGINAL HERITAGE BUILDING AREA

1891.5m<sup>2</sup>

TOTAL AREA TO BE RETAINED

947.6m<sup>2</sup> (50%)

TOTAL BIKE PARKING

180

160 SHORT-TERM  
20 LONG-TERM

UNIT CALCULATIONS

CITY	m <sup>2</sup>	L1	L2	L3	L4	L5	L6	TOTAL
STUDIO A	56.3			1	1			2
STUDIO B	53.2				1			2
ST & DEN A	66.0		4					4
ST & DEN B	72.7			1				1
ST & DEN C	58.0				1			1
ST & DEN D	56.9				1			1
ST & DEN E	65.3	1						1
1 BED A	57.2	1	1	1	1			4
1 BED B	53.0	1	1	1	1			4
1 BED C	56.1							1
1 BED D	49.7							1
1 BED E	49.3		1	1	1			3
STUDIO	31.6				5			10
STUDIO & DEN	47.4				1			2
1 BED	36.2					1		1
1 BED F	51.1				5			10
1 BED J	37.8				1	1	1	4
1 BED K	49.5			1	1	1	1	4
1 BED L	53.4							1
1 BED M	45.0							1
1 BED N	48.4							1
1 BED O	53.5							1
1 BED P	48.6							1
1 BED Q	49.0					1		1
1 BED R	52.8	1						1
1 BED S	51.1							1
1 BED T	44.8							1
1 BED U	40.1							1
1 B&D A	61.3	1			1			1
1 B&D B	51.6							1
1 B&D C	62.8	1	2	2	2			7
1 B&D D	60.0		1					1
1 B&D E	52.8					1		1
1 B&D F	56.0				1	1		2
1 B&D G	51.0							1
1 B&D H	58.0		1					1
1 B&D I	63.0		1	1	1			3
1 B&D J	94.8							1
1 B&D K	62.3							1
1 B&D L	74.1	2						2
1 B&D M	68.7		1					1
2 BED A	67.9						1	1
2 BED B	68.8							1
2 BED C	75.5							1
2 BED D	62.3		1	1	1			3
2 BED E	80.5							1
2 BED F	66.4	1		1	1	1		3
2 BED G	75.4						1	1
2 B&D A	90.8		1					1
2 B&D B	94.3			1	1			2
2 B&D C	75.6							1
<b>TOTAL UNITS</b>		<b>9</b>	<b>24</b>	<b>21</b>	<b>21</b>	<b>15</b>	<b>15</b>	<b>105</b>

PARKING CALCULATIONS

RESIDENTIAL PARKING	Parking Rate	# of Units	Required	Provided
<45m <sup>2</sup>	0.50	6	3.0	3
45-70m <sup>2</sup>	0.60	87	52.2	23
>70m <sup>2</sup>	1.00	12	12.0	7
<b>TOTAL RESIDENTIAL PARKING</b>			<b>67</b>	<b>33</b>
VISITOR PARKING	Parking Rate	# of Units	Required	Provided
Visitor Parking	0.10	105	11	4
COMMERCIAL PARKING	Parking Rate	Total Area (m <sup>2</sup> )	Required	Provided
Retail/ Grocery	1/ 80m <sup>2</sup>	880	11	2
Restaurant	1/ 40m <sup>2</sup>	225.6	6	3
<b>TOTAL COMMERCIAL PARKING</b>			<b>17</b>	<b>5</b>
CARSHARE PARKING	Parking Rate	Total Area (m <sup>2</sup> )	Required	Provided
Modo Carshare Parking Stalls				
<b>TOTAL PARKING</b>			<b>94</b>	<b>44</b>
BIKE PARKING [LONG TERM]	Parking Rate	# of Units	Required	Provided
Residential	1 / unit <45m <sup>2</sup> 1.25 / unit >45m <sup>2</sup>	6 99	6 124	20 128
Restaurant	1/ 400m <sup>2</sup>	225.6	1	6
Retail/ Grocery	1/ 200m <sup>2</sup>	880	5	6
<b>TOTAL LONG TERM BIKE PARKING</b>			<b>135</b>	<b>160</b>
BIKE PARKING [SHORT TERM]	Parking Rate	Total Area (m <sup>2</sup> )	Required	Provided
Residential	1 / unit	225.6	11	12
Restaurant	1/ 100m <sup>2</sup>	880	3	3
Retail/ Grocery	1/ 200m <sup>2</sup>	880	5	5
<b>TOTAL SHORT TERM BIKE PARKING</b>			<b>19</b>	<b>20</b>



1 SITE LOCATION PLAN  
2000 1:1000



MGA



MICHAEL GREEN ARCHITECTURE  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

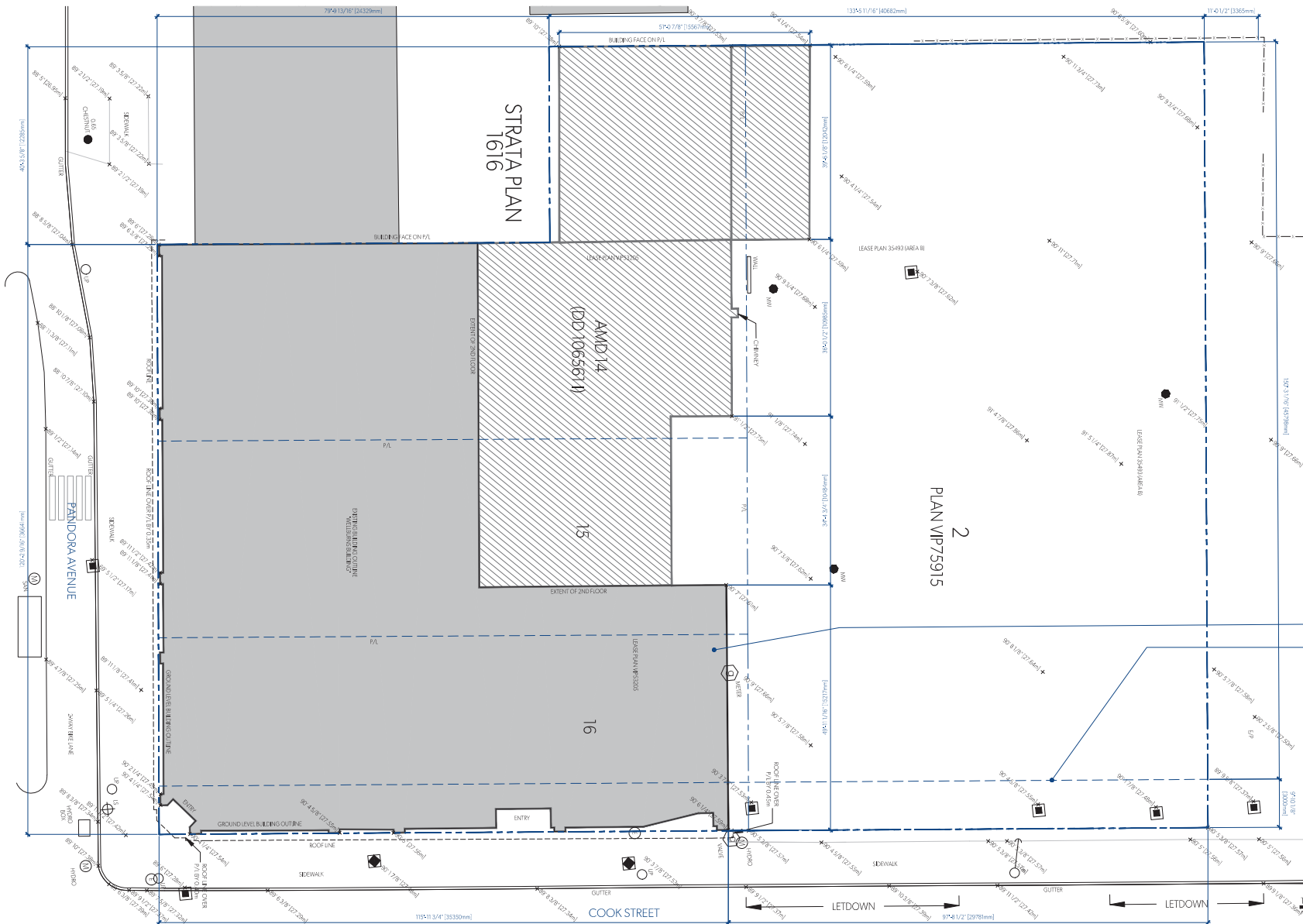
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2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE REVISION DESCRIPTION

PARKWAY

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

A001  
PROJECT DESCRIPTION



**MGA**



LEGEND

- 1' SETBACK
- 5' SETBACK
- 10' SETBACK
- 15' SETBACK
- 20' SETBACK
- 25' SETBACK
- 30' SETBACK
- 35' SETBACK
- 40' SETBACK
- 45' SETBACK
- 50' SETBACK
- 55' SETBACK
- 60' SETBACK
- 65' SETBACK
- 70' SETBACK
- 75' SETBACK
- 80' SETBACK
- 85' SETBACK
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- 850' SETBACK
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- 945' SETBACK
- 950' SETBACK
- 955' SETBACK
- 960' SETBACK
- 965' SETBACK
- 970' SETBACK
- 975' SETBACK
- 980' SETBACK
- 985' SETBACK
- 990' SETBACK
- 995' SETBACK
- 1000' SETBACK

**MICHAEL GREEN ARCHITECTURE**  
1533 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-1-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
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DATE REVISION DESCRIPTION

**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A002**  
EXISTING SITE PLAN







**BLOG PER METER**  
TOTAL= 215.34m  
**AVG GRADE =** 5927.45/215.34m=27.54m

DATE	REVISION	DESCRIPTION
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1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

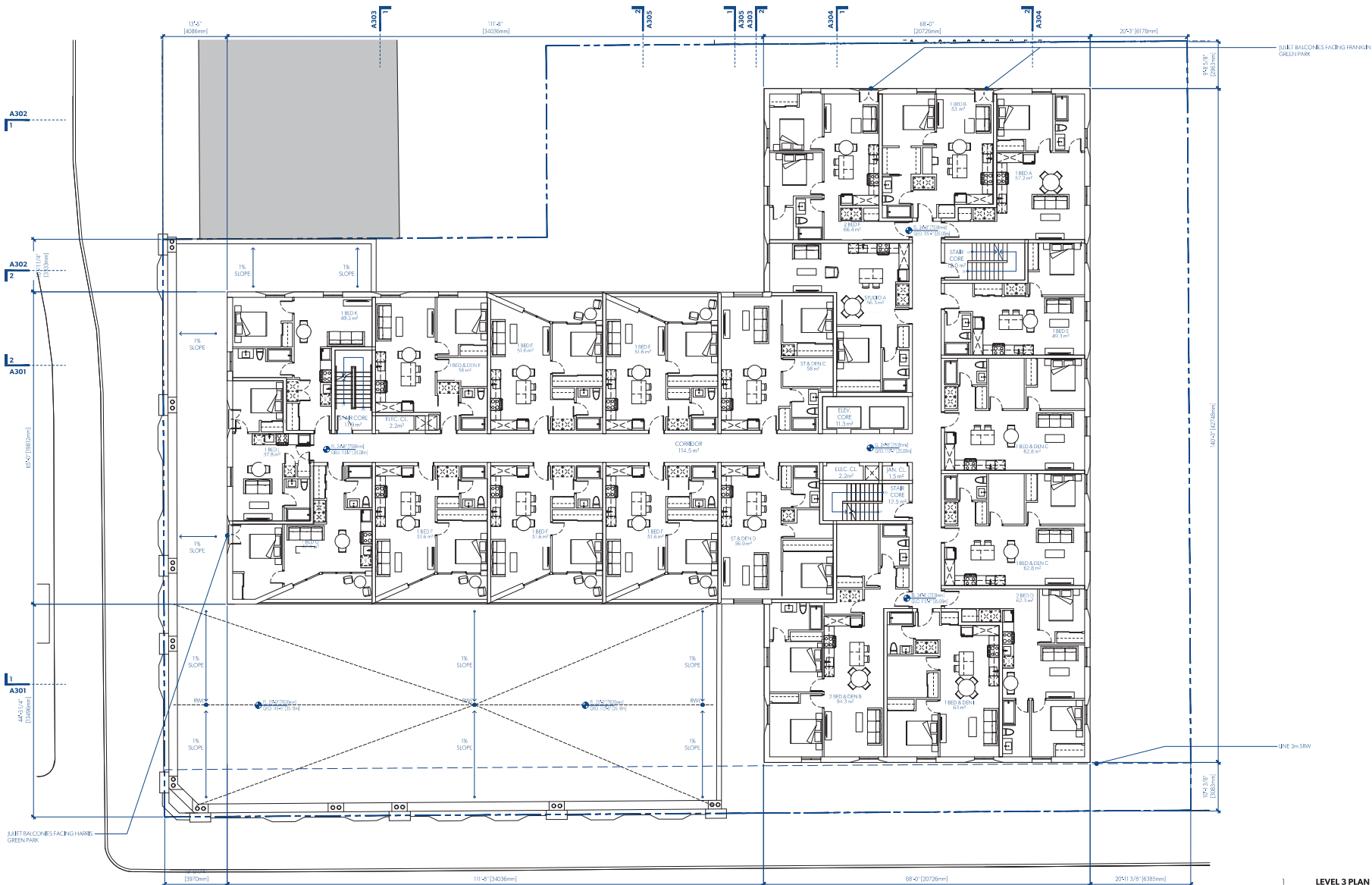
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**MGA**



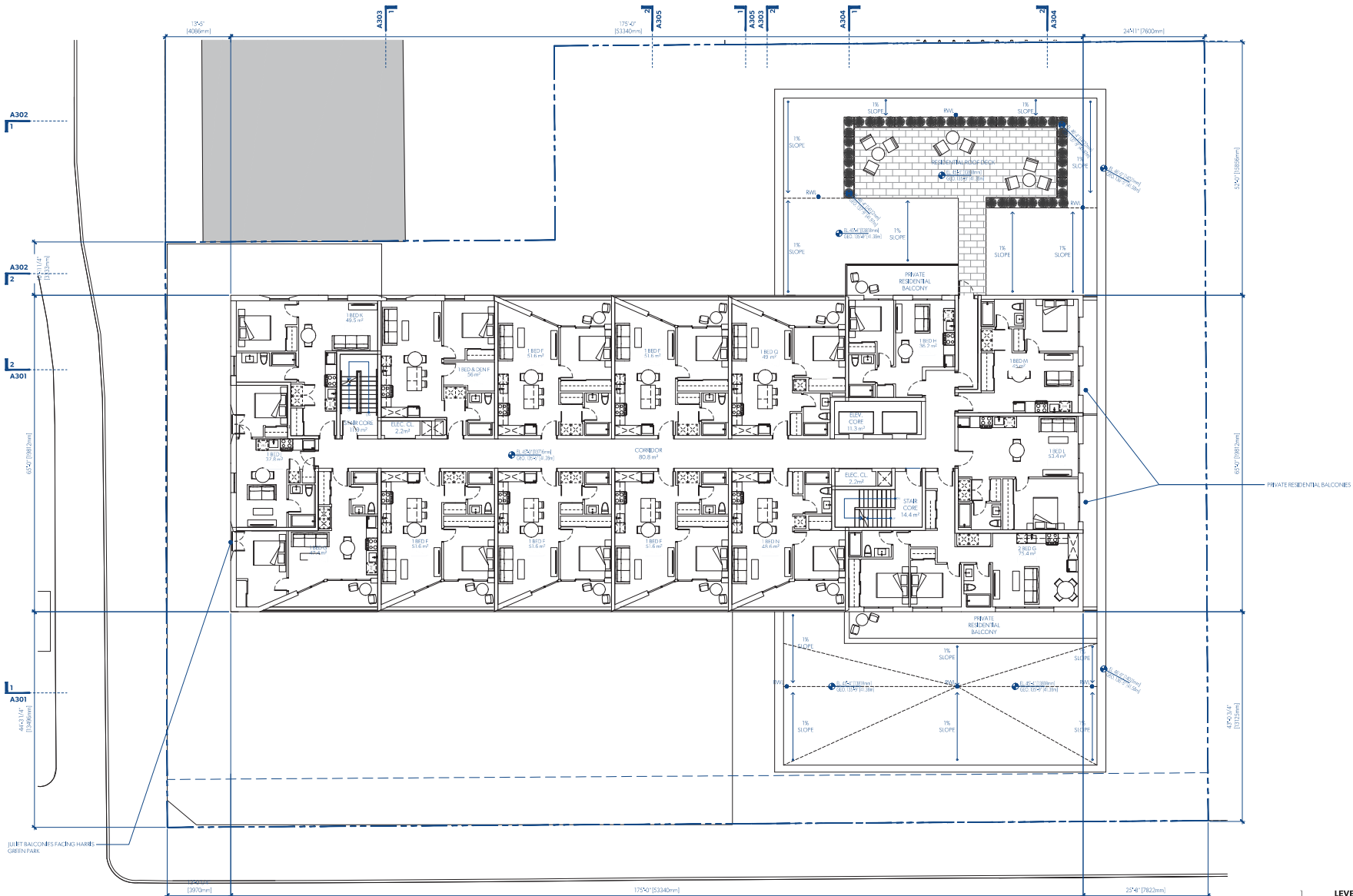
UNIT CALCULATIONS							
UNIT	1	2	3	4	5	6	TOTAL
STUDIOS	66.3						66.3
STUDIO A	33.2						33.2
STUDIO B	3.1						3.1
STUDIO C	72.7						72.7
STUDIO D	80.2						80.2
STUDIO E	36.3						36.3
STUDIO F	41.3						41.3
BEDS	37.2						37.2
BED A	33.2						33.2
BED B	36.3						36.3
BED C	39.1						39.1
BED D	36.3						36.3
BED E	41.3						41.3
BED F	37.2						37.2
BED G	33.2						33.2
BED H	36.3						36.3
BED I	39.1						39.1
BED J	36.3						36.3
BED K	41.3						41.3
BED L	37.2						37.2
BED M	33.2						33.2
BED N	36.3						36.3
BED O	39.1						39.1
BED P	36.3						36.3
BED Q	41.3						41.3
BED R	37.2						37.2
BED S	33.2						33.2
BED T	36.3						36.3
BED U	39.1						39.1
BED V	36.3						36.3
BED W	41.3						41.3
BED X	37.2						37.2
BED Y	33.2						33.2
BED Z	36.3						36.3
BED AA	39.1						39.1
BED AB	36.3						36.3
BED AC	41.3						41.3
BED AD	37.2						37.2
BED AE	33.2						33.2
BED AF	36.3						36.3
BED AG	39.1						39.1
BED AH	36.3						36.3
BED AI	41.3						41.3
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BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
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BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
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BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
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BED BV	39.1						39.1
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BED BV	41.3						41.3
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BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV	36.3						36.3
BED BV	41.3						41.3
BED BV	37.2						37.2
BED BV	33.2						33.2
BED BV	36.3						36.3
BED BV	39.1						39.1
BED BV							



**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

DATE	REVISION	DESCRIPTION
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## A104

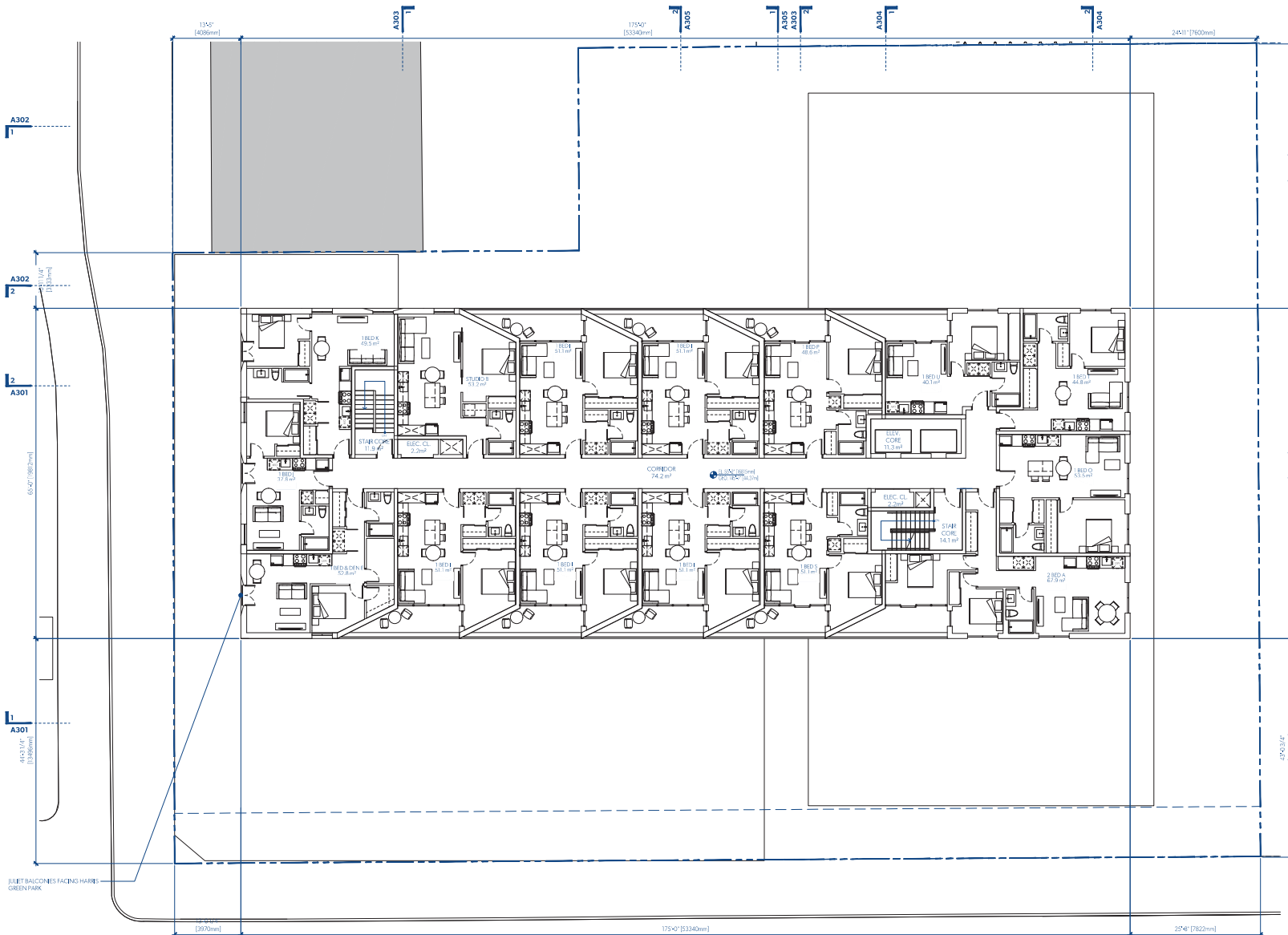


1 LEVEL 5 PLAN  
A105 1:100

**MGA**  
MICHAEL GREEN ARCHITECTURE



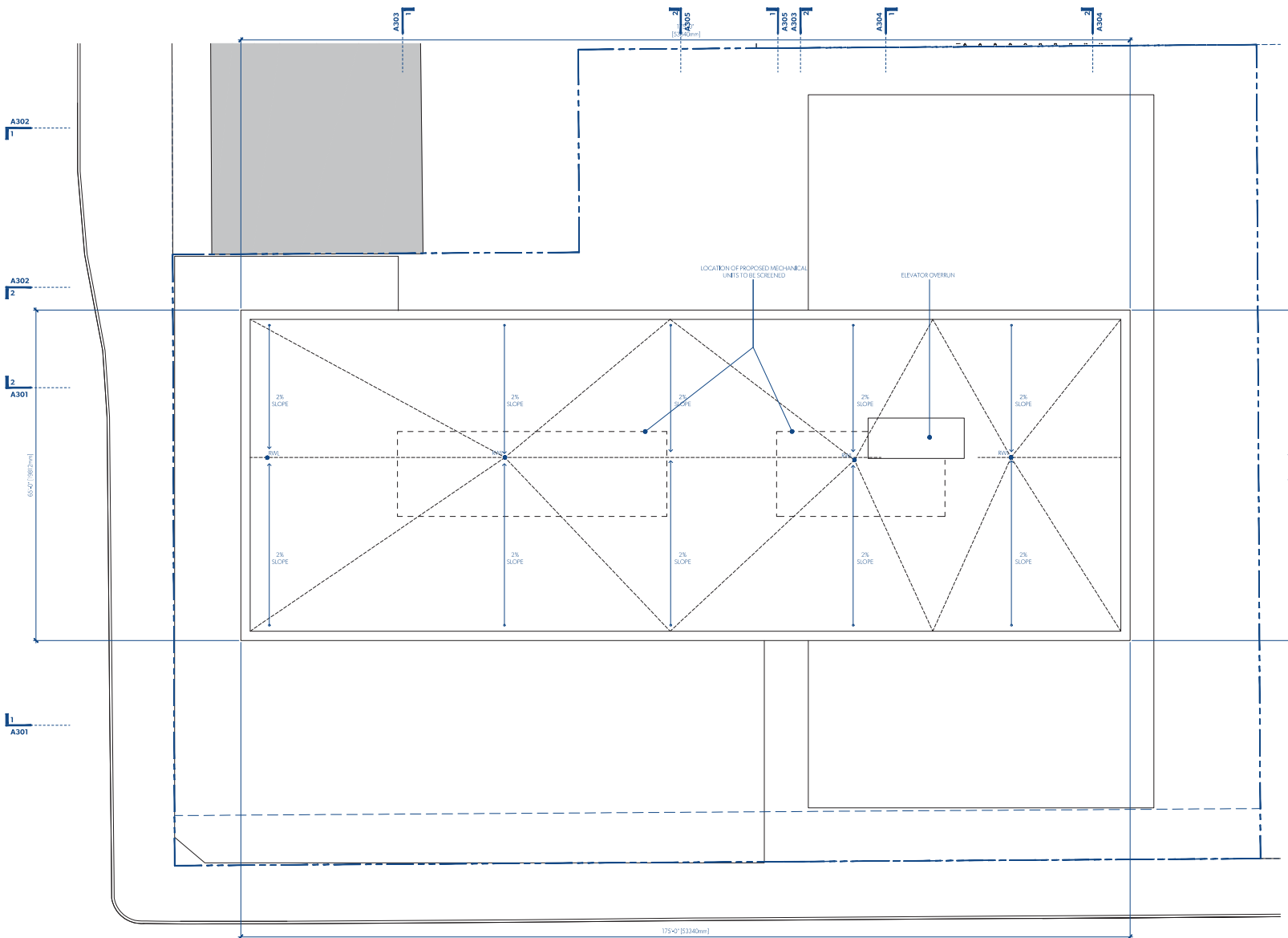
UNIT CALCULATIONS							
UNIT	1	2	3	4	5	6	TOTAL
STUDY A	36.3						36.3
STUDY B	33.2						33.2
STUDY C	46.5						46.5
STUDY D	72.7						72.7
STUDY E	88.2						88.2
STUDY F	86.3						86.3
STUDY G	43.3						43.3
BED A	37.2	1	1	1	1		41.2
BED B	33.3	1	1	1	1		40.3
BED C	36.7						36.7
BED D	49.1	1	1	1	1		53.1
BED E	30.9						30.9
BED F	47.4	1	1	1	1		51.4
BED G	36.2						36.2
BED H	37.1						37.1
BED I	37.8						37.8
BED J	45.3						45.3
BED K	53.4						53.4
BED L	45.2						45.2
BED M	48.4						48.4
BED N	45.2						45.2
BED O	48.6						48.6
BED P	48.7						48.7
BED Q	48.7						48.7
BED R	48.7						48.7
BED S	48.7						48.7
BED T	48.7						48.7
BED U	48.7						48.7
BED V	48.7						48.7
BED W	48.7						48.7
BED X	48.7						48.7
BED Y	48.7						48.7
BED Z	48.7						48.7
BED AA	48.7						48.7
BED AB	48.7						48.7
BED AC	48.7						48.7
BED AD	48.7						48.7
BED AE	48.7						48.7
BED AF	48.7						48.7
BED AG	48.7						48.7
BED AH	48.7						48.7
BED AI	48.7						48.7
BED AJ	48.7						48.7
BED AK	48.7						48.7
BED AL	48.7						48.7
BED AM	48.7						48.7
BED AN	48.7						48.7
BED AO	48.7						48.7
BED AP	48.7						48.7
BED AQ	48.7						48.7
BED AR	48.7						48.7
BED AS	48.7						48.7
BED AT	48.7						48.7
BED AU	48.7						48.7
BED AV	48.7						48.7
BED AW	48.7						48.7
BED AX	48.7						48.7
BED AY	48.7						48.7
BED AZ	48.7						48.7
BED BA	48.7						48.7
BED BB	48.7						48.7
BED BC	48.7						48.7
BED BD	48.7						48.7
BED BE	48.7						48.7
BED BF	48.7						48.7
BED BG	48.7						48.7
BED BH	48.7						48.7
BED BI							



1 LEVEL 6 PLAN  
A106 1:100



UNIT CALCULATIONS							
UNIT	1	2	3	4	5	6	TOTAL
STUDY A	56.3						56.3
STUDY B	53.2						53.2
STUDY C	46.5						46.5
STUDY D	72.7						72.7
STUDY E	80.2						80.2
STUDY F	56.3						56.3
STUDY G	45.3						45.3
1BDR A	37.2	1	1	1	1		4
1BDR B	33.2	1	1	1	1		4
1BDR C	34.7	1	1	1	1		4
1BDR D	40.7	1	1	1	1		4
1BDR E	49.1	1	1	1	1		4
1BDR F	50.9	1	1	1	1		4
1BDR G	47.4	1	1	1	1		4
1BDR H	36.2	1	1	1	1		4
1BDR I	37.8	1	1	1	1		4
1BDR J	45.3	1	1	1	1		4
1BDR K	53.4	1	1	1	1		4
1BDR L	45.3	1	1	1	1		4
1BDR M	48.4	1	1	1	1		4
1BDR N	45.3	1	1	1	1		4
1BDR O	48.6	1	1	1	1		4
1BDR P	45.3	1	1	1	1		4
1BDR Q	45.3	1	1	1	1		4
1BDR R	45.3	1	1	1	1		4
1BDR S	45.3	1	1	1	1		4
1BDR T	45.3	1	1	1	1		4
1BDR U	45.3	1	1	1	1		4
1BDR V	45.3	1	1	1	1		4
1BDR W	45.3	1	1	1	1		4
1BDR X	45.3	1	1	1	1		4
1BDR Y	45.3	1	1	1	1		4
1BDR Z	45.3	1	1	1	1		4
1BDR AA	45.3	1	1	1	1		4
1BDR AB	45.3	1	1	1	1		4
1BDR AC	45.3	1	1	1	1		4
1BDR AD	45.3	1	1	1	1		4
1BDR AE	45.3	1	1	1	1		4
1BDR AF	45.3	1	1	1	1		4
1BDR AG	45.3	1	1	1	1		4
1BDR AH	45.3	1	1	1	1		4
1BDR AI	45.3	1	1	1	1		4
1BDR AJ	45.3	1	1	1	1		4
1BDR AK	45.3	1	1	1	1		4
1BDR AL	45.3	1	1	1	1		4
1BDR AM	45.3	1	1	1	1		4
1BDR AN	45.3	1	1	1	1		4
1BDR AO	45.3	1	1	1	1		4
1BDR AP	45.3	1	1	1	1		4
1BDR AQ	45.3	1	1	1	1		4
1BDR AR	45.3	1	1	1	1		4
1BDR AS	45.3	1	1	1	1		4
1BDR AT	45.3	1	1	1	1		4
1BDR AU	45.3	1	1	1	1		4
1BDR AV	45.3	1	1	1	1		4
1BDR AW	45.3	1	1	1	1		4
1BDR AX	45.3	1	1	1	1		4
1BDR AY	45.3	1	1	1	1		4
1BDR AZ	45.3	1	1	1	1		4
1BDR BA	45.3	1	1	1	1		4
1BDR BB	45.3	1	1	1	1		4
1BDR BC	45.3	1	1	1	1		4
1BDR BD	45.3	1	1	1	1		4
1BDR BE	45.3	1	1	1	1		4
1BDR BF	45.3	1	1	1	1		4
1BDR BG	45.3	1	1	1	1		4
1BDR BH	45.3	1	1	1	1		4
1BDR BI	45.3	1	1	1	1		4
1BDR BJ	45.3	1	1	1	1		4
1BDR BK	45.3	1	1	1	1		4
1BDR BL	45.3	1	1	1	1		4
1BDR BM	45.3	1	1	1	1		4
1BDR BN	45.3	1	1	1	1		4
1BDR BO	45.3	1	1	1	1		4
1BDR BP	45.3	1	1	1	1		4
1BDR BQ	45.3	1	1	1	1		4
1BDR BR	45.3	1	1	1	1		4
1BDR BS	45.3	1	1	1	1		4
1BDR BT	45.3	1	1	1	1		4
1BDR BU	45.3	1	1	1	1		4
1BDR BV	45.3	1	1	1	1		4
1BDR BW	45.3	1	1	1	1		4
1BDR BX	45.3	1	1	1	1		4
1BDR BY	45.3	1	1	1	1		4
1BDR BZ	45.3	1	1	1	1		4
1BDR CA	45.3	1	1	1	1		4
1BDR CB	45.3	1	1	1	1		4
1BDR CC	45.3	1	1	1	1		4
1BDR CD	45.3	1	1	1	1		4
1BDR CE	45.3	1	1	1	1		4
1BDR CF	45.3	1	1	1	1		4
1BDR CG	45.3	1	1	1	1		4
1BDR CH	45.3	1	1	1	1		4
1BDR CI	45.3	1	1	1	1		4
1BDR CJ	45.3	1	1	1	1		4
1BDR CK	45.3	1	1	1	1		4
1BDR CL	45.3	1	1	1	1		4
1BDR CM	45.3	1	1	1	1		4
1BDR CN	45.3	1	1	1	1		4
1BDR CO	45.3	1	1	1	1		4
1BDR CP	45.3	1	1	1	1		4
1BDR CQ	45.3	1	1	1	1		4
1BDR CR	45.3	1	1	1	1		4
1BDR CS	45.3	1	1	1	1		4
1BDR CT	45.3	1	1	1	1		4
1BDR CU	45.3	1	1	1	1		4
1BDR CV	45.3	1	1	1	1		4
1BDR CW	45.3	1	1	1	1		4
1BDR CX	45.3	1	1	1	1		4
1BDR CY	45.3	1	1	1	1		4
1BDR CZ	45.3	1	1	1	1		4
1BDR DA	45.3	1	1	1	1		4
1BDR DB	45.3	1	1	1	1		4
1BDR DC	45.3	1	1	1	1		4
1BDR DD	45.3	1	1	1	1		4
1BDR DE	45.3	1	1	1	1		4
1BDR DF	45.3	1	1	1	1		4
1BDR DG	45.3	1	1	1	1		4
1BDR DH	45.3	1	1	1	1		4
1BDR DI	45.3	1	1	1	1		4
1BDR DJ	45.3	1	1	1	1		4
1BDR DK	45.3	1	1	1	1		4
1BDR DL	45.3	1	1	1	1		4
1BDR DM	45.3	1	1	1	1		4
1BDR DN	45.3	1	1	1	1		4
1BDR DO	45.3	1	1	1	1		4
1BDR DP	45.3	1	1	1	1		4
1BDR DQ	45.3	1	1	1	1		4
1BDR DR	45.3	1	1	1	1		4
1BDR DS	45.3	1	1	1	1		4
1BDR DT	45.3	1	1	1	1		4
1BDR DU	45.3	1	1	1	1		4
1BDR DV	45.3	1	1	1	1		4
1BDR DW	45.3	1	1	1	1		4
1BDR DX	45.3	1	1	1	1		4
1BDR DY	45.3	1	1	1	1		4
1BDR DZ	45.3	1	1	1	1		4
1BDR EA	45.3	1	1	1	1		4
1BDR EB	45.3	1	1	1	1		4
1BDR EC	45.3	1	1	1	1		4
1BDR ED	45.3	1	1	1	1		4
1BDR EE	45.3	1	1	1	1		4
1BDR EF	45.3	1	1	1	1		4
1BDR EG	45.3	1	1	1	1		4
1BDR EH	45.3	1	1	1	1		4
1BDR EI	45.3	1	1	1	1		4
1BDR EJ	45.3	1	1	1	1		4
1BDR EK	45.3	1	1	1	1		4
1BDR EL	45.3	1	1	1	1		4
1BDR EM	45.3	1	1	1	1		4
1BDR EN	45.3	1	1	1	1		4
1BDR EO	45.3	1	1	1	1		4
1BDR EP	45.3	1	1	1	1		4
1BDR EQ	45.3	1	1	1	1		4
1BDR ER	45.3	1	1	1	1		4
1BDR ES	45.3	1	1	1	1		4
1BDR ET	45.3	1	1	1	1		4
1BDR EU	45.3	1	1	1	1		4
1BDR EV	45.3	1	1	1	1		4
1BDR EW	45.3	1	1	1	1		4
1BDR EX	45.3	1	1	1	1		4
1BDR EY	45.3	1	1	1	1		4
1BDR EZ	45.3	1	1	1	1		4
1BDR FA	45.3	1	1	1	1		4
1BDR FB	45.3	1	1	1	1		4
1BDR FC	45.3	1	1	1	1		4
1BDR FD	45.3	1	1	1	1		4
1BDR FE	45.3	1	1	1	1		4
1BDR FF	45.3	1	1	1	1		4
1BDR FG	45.3	1	1	1	1		4
1BDR FH	45.3	1	1	1	1		4
1BDR FI	45.3	1	1	1	1		4
1BDR FJ	45.3	1	1	1	1		4
1BDR FK	45.3	1	1	1	1		4
1BDR FL	45.3	1	1	1	1		4
1BDR FM	45.3	1	1	1	1		4
1BDR FN	45.3	1	1	1	1		4
1BDR FO	45.3	1	1	1	1		4
1BDR FP	45.3	1	1	1	1		4
1BDR FQ	45.3	1	1	1	1		4
1BDR FR	45.3	1	1	1	1		4
1BDR FS	45.3	1	1	1	1		4
1BDR FT	45.3	1	1	1	1		4
1BDR FU	45.3	1	1	1	1		4
1BDR FV	45.3	1	1	1	1		4
1BDR FW	45.3	1	1	1	1		4
1BDR FX	45.3	1	1	1	1		4
1BDR FY	45.3	1	1	1	1		4
1BDR FZ	45.3	1	1	1	1		4
1BDR GA	45.3	1	1	1	1		4
1BDR GB	45.3	1	1	1	1		4
1BDR GC	45.3	1	1	1	1		4
1BDR GD	45.3	1	1	1	1		4
1BDR GE	45.3	1	1	1	1		4
1BDR GF	45.3	1	1	1	1		4
1BDR GG	45.3	1	1	1	1		4
1BDR GH	45.3	1	1	1	1		4
1BDR GI	45.3	1	1	1	1		4
1BDR GJ	45.3	1	1	1	1		4
1BDR GK	45.3	1	1	1	1		4
1BDR GL	45.3	1	1	1	1		4
1BDR GM	45.3	1	1	1	1		4
1BDR GN	45.3	1	1	1	1		4
1BDR GO	45.3	1	1	1	1		4
1BDR GP	45.3	1	1	1	1		4
1BDR GQ	45.3	1	1	1	1		4
1BDR GR	45.3	1	1	1	1		4
1BDR GS	45.3	1	1	1	1		4
1BDR GT	45.3	1	1	1	1		4
1BDR GU	45.3	1	1	1	1		4
1BDR GV	45.3	1	1	1	1		4
1BDR GW	45.3	1	1	1	1		4
1BDR GX	45.3	1	1	1	1		4
1BDR GY	45.3	1	1	1	1		4
1BDR GZ	45.3	1	1	1	1		4
1BDR HA	45.3	1	1	1	1		4
1BDR HB	45.3	1	1	1	1		4
1BDR HC	45.3	1	1	1	1		4
1BDR HD	45.3	1	1	1	1		4
1BDR HE	45.3	1	1	1	1		4
1BDR HF	45						



1 ROOF PLAN  
A107 1/100

**MGA**



**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA, V6J 1J8



2020-11-15	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE	REVISION	DESCRIPTION
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#### PARKWAY

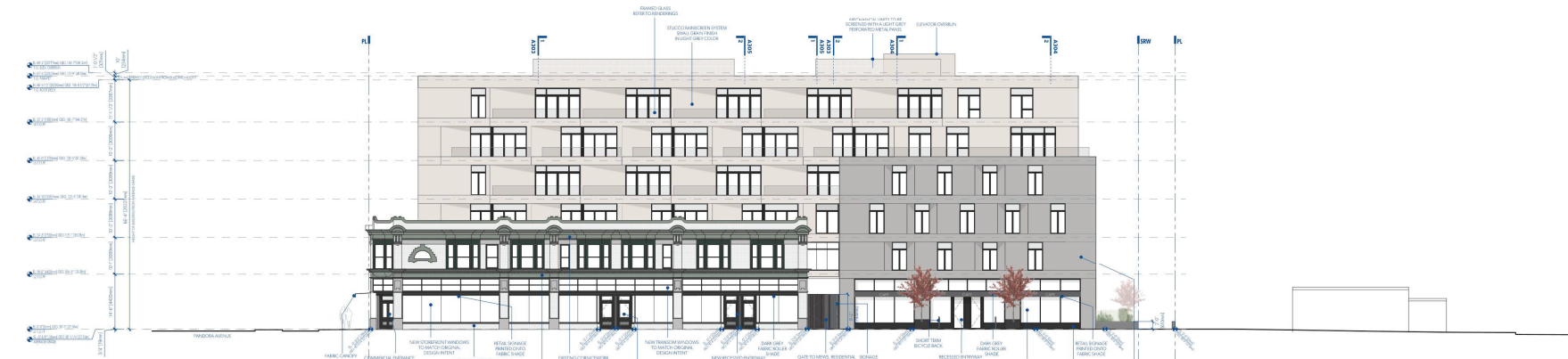
1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A107**  
ROOF PLAN





1 SOUTH ELEVATION  
A201 1:150



2 EAST ELEVATION  
A201 1:150

**MGA**



**MATERIALITY**



LIGHT GREY & MID GREY COLOURED STUCCO MANSCHEN WALL SYSTEM IN A LIGHT CREAM FINISH.



TRANSPARENT GLAZING WITH DARK GREY FRAMES.



EXISTING WHITE GLAZED BRICK.



EXISTING ORNAMENTAL DETAILING RESTORED TO HERITAGE COLOUR PALETTE.



ALUMINUM BALCONIES WITH CLEAR GLASS ON LIVING SPACE WINDOWS FACING PANDORA GREEN PARK & HARRIS GREEN PARK.

**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE	REVISION	DESCRIPTION
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**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A201**  
ELEVATIONS





JULIET BALCONIES WITH CLEAR GLASS ON LIVING SPACE WINDOWS FACE FRANKLIN GREEN PARK & HARRIS GREEN PARK

**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

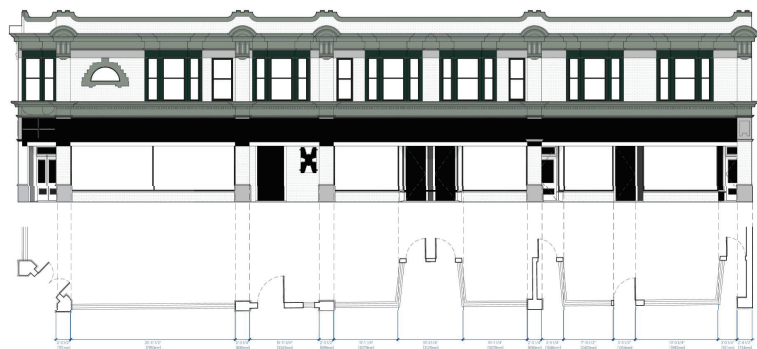
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2020-07-15	4	REVISED FOR REZONING
2020-03-20	3	REVISED FOR REZONING
2019-10-30	2	REVISED FOR REZONING
2019-09-13	1	REVISED FOR REZONING
2019-05-15	0	ISSUED FOR REZONING

DATE	REVISION	DESCRIPTION
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## PARKWAY

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

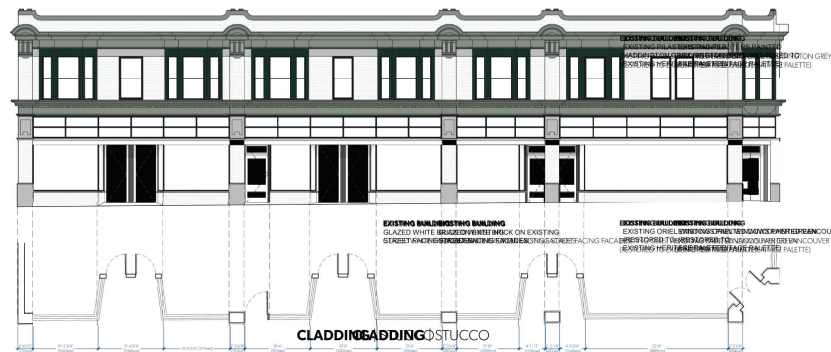
## A202



1 COOK ST ORIGINAL ELEVATION STUDY  
A203 1:100



2 COOK ST PROPOSED ELEVATION STUDY  
A203 1:100



3 PANDORA AVE ORIGINAL ELEVATION STUDY  
A203 1:100



4 PANDORA AVE PROPOSED ELEVATION STUDY  
A203 1:100

MGA



MATERIALITY



LIGHT GREY & MID GREY COLOURED STUCCO MANDATORY WALL SYSTEM VIA LIGHT GRAY FINISH



TRANSPARENT GLAZING WITH DARK GREY FRAMES



EXISTING WHITE GLAZED BRICK



EXISTING ORNAMENTAL DETAILING RESTORED TO HERITAGE COLOUR PALETTE



LIGHT GREY & MID GREY COLOURED STUCCO MANDATORY WALL SYSTEM VIA LIGHT GRAY FINISH



TRANSPARENT GLAZING WITH DARK GREY FRAMES



EXISTING WHITE GLAZED BRICK



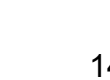
EXISTING ORNAMENTAL DETAILING RESTORED TO HERITAGE COLOUR PALETTE



LIGHT GREY & MID GREY COLOURED STUCCO MANDATORY WALL SYSTEM VIA LIGHT GRAY FINISH



TRANSPARENT GLAZING WITH DARK GREY FRAMES



EXISTING WHITE GLAZED BRICK

MICHAEL GREEN ARCHITECTURE  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1P9

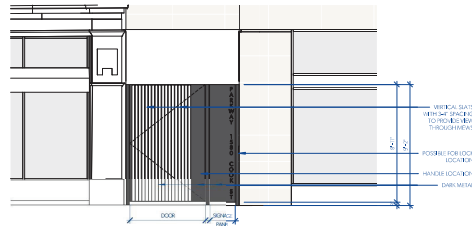
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2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
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2019-05-15	△	ISSUED FOR REZONING

DATE REVISION DESCRIPTION

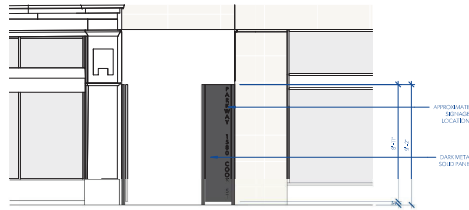
PARKWAY

1050 PANDORA AVE + 15 B COOK STREET  
VICTORIA, BC  
2018-001

A203  
HERITAGE ELEVATION STUDY



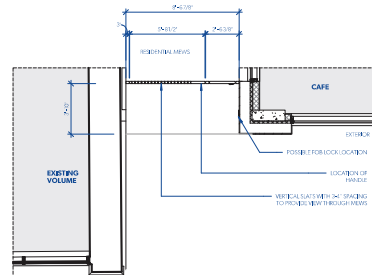
1 ENTRY GATE (CLOSED) - ELEVATION  
A204 1:50



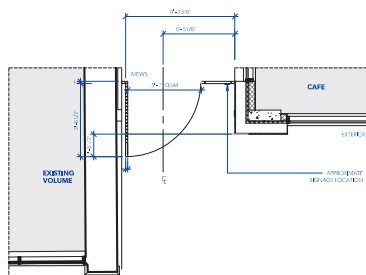
2 ENTRY GATE (OPEN) - ELEVATION  
A204 1:50



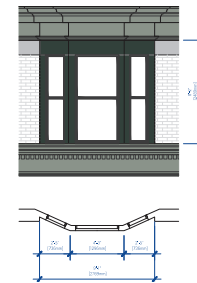
5 CANOPY & SIGNAGE STUDY  
A204 1:50



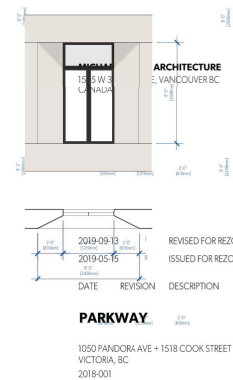
3 ENTRY GATE (CLOSED) - PLAN  
A101 1/4" = 1'-0"



4 ENTRY GATE (OPEN) - PLAN  
A101 1/4" = 1'-0"



6 WINDOW PROPORTION STUDY  
A204 1:50



A204 FACADE STUDIES

30% CONSTRUCTION DOCUMENTS

1550 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2019-07-29

MICHAEL GREEN ARCHITECTURE  
1533 W 3RD AVENUE, VANCOUVER BC  
VANALVA 100 100

CLIENT

2020-11-13 REVISOR FOR REZONING  
2020-07-15 REVISOR FOR REZONING  
2020-03-20 REVISOR FOR REZONING  
2019-10-30 REVISOR FOR REZONING  
2019-09-13 REVISOR FOR REZONING  
2019-05-15 REVISOR FOR REZONING

NOT FOR CONSTRUCTION

DATE REVISION DESCRIPTION REVISION DESCRIPTION

PARKWAY PARKWAY

1550 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

1550 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

A204 FACADE STUDIES

ISSUES

SHEET DATE  
TIME STAMP



1 **PANDORA AVENUE STREETSCAPE**  
A251 NIS



2 **COOK STREET STREETSCAPE**  
A251 NIS

**MGA**  
1000 1000



**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

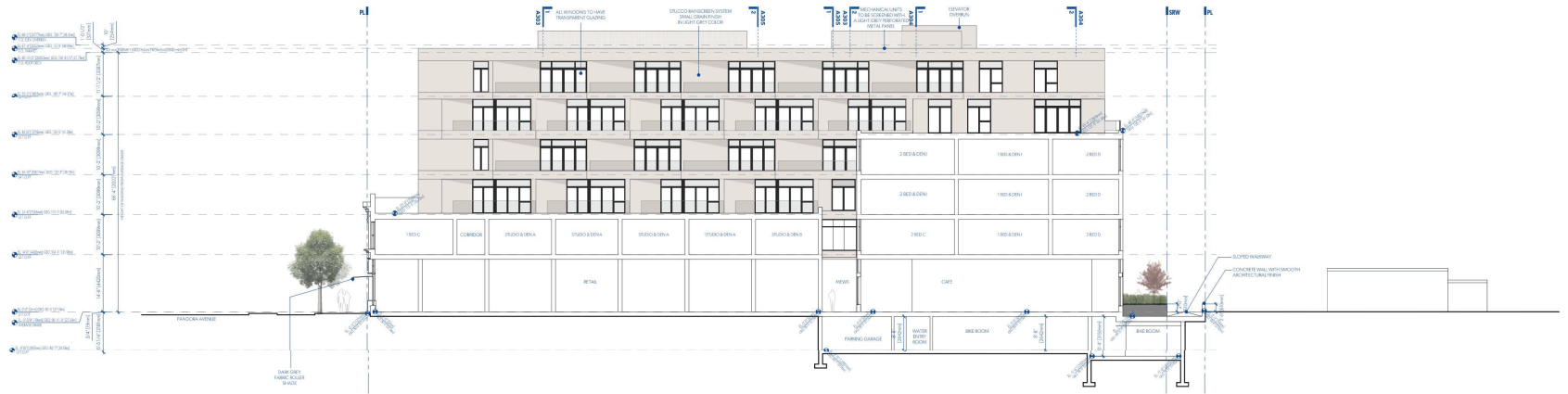
2020-1-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE REVISION DESCRIPTION

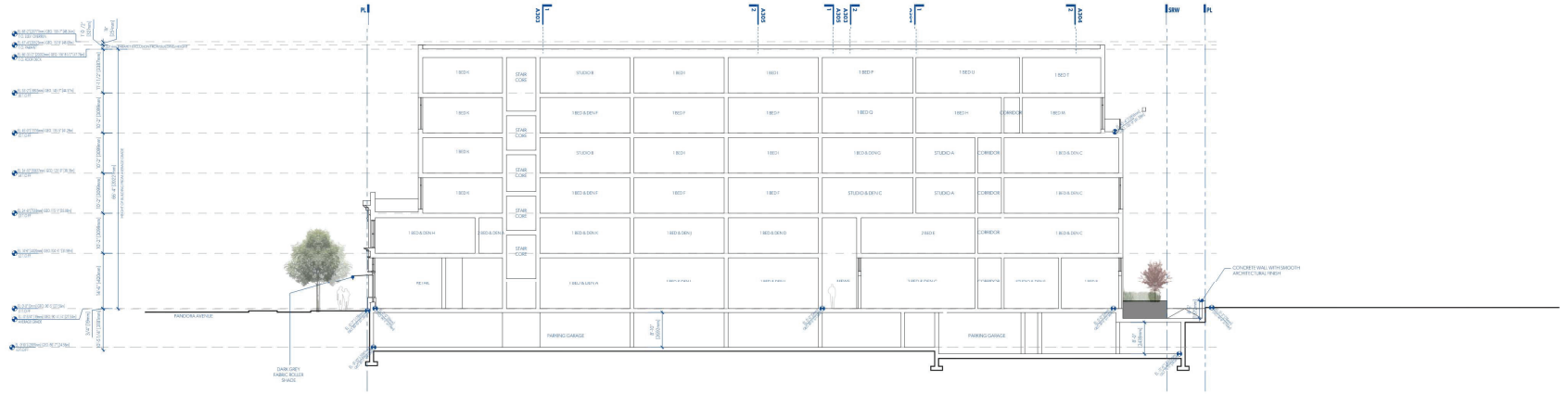
#### PARKWAY

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A251**  
STREETSCAPE ELEVATIONS



1 SECTION LOOKING WEST THROUGH EXISTING BUILDING & NEW 4 STOREY VOLUME  
A301 1:150



2 SECTION LOOKING WEST THROUGH NEW 6 STOREY VOLUME  
A301 1:150



**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE	REVISION	DESCRIPTION
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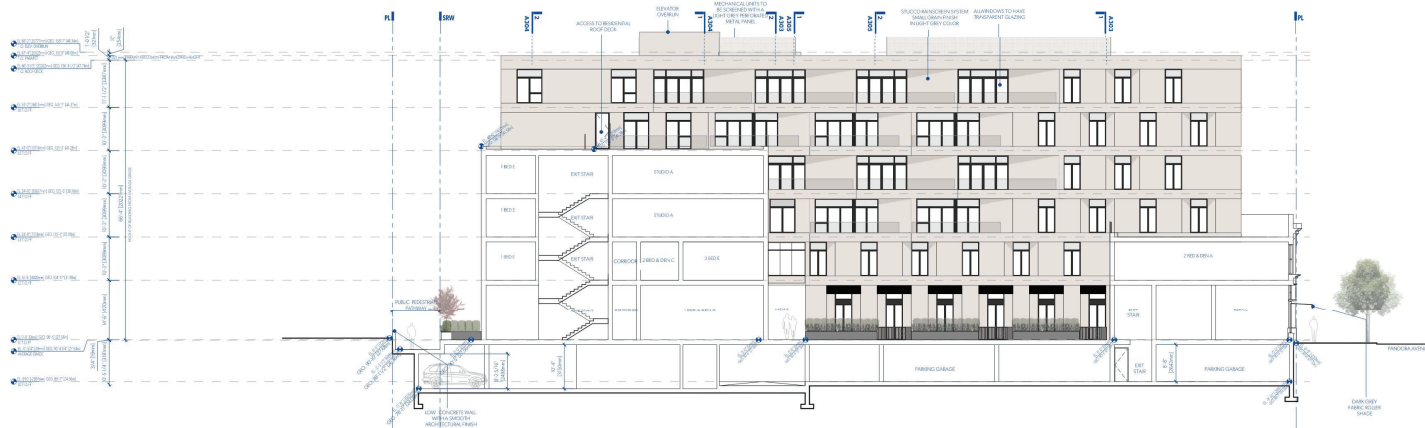
**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A301**  
SECTIONS



1 SECTION LOOKING EAST THROUGH NEW 4 STOREY VOLUME  
A302 1:150



2 SECTION LOOKING EAST THROUGH NEW 4 STOREY VOLUME & EXISTING BUILDING  
A302 1:150



#### MATERIALITY



LIGHT GREY & MID GREY COLOURED STUCCO FINISH WITH A LIGHT OILY FINISH.



TRANSPARENT GLAZING WITH DARK GREY FRAMES.



EXISTING WHITE GLAZED BRICK.



EXISTING ORNAMENTAL DETAILING RESTORED TO HERITAGE COLOUR PALETTE.



BALCONY WITH GLASS RAILING ON LIVING SPACE WINDOWS FACING PARKWAY GREEN PARK & HERB GREEN PARK.

**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
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2019-05-15	△	ISSUED FOR REZONING

DATE	REVISION	DESCRIPTION
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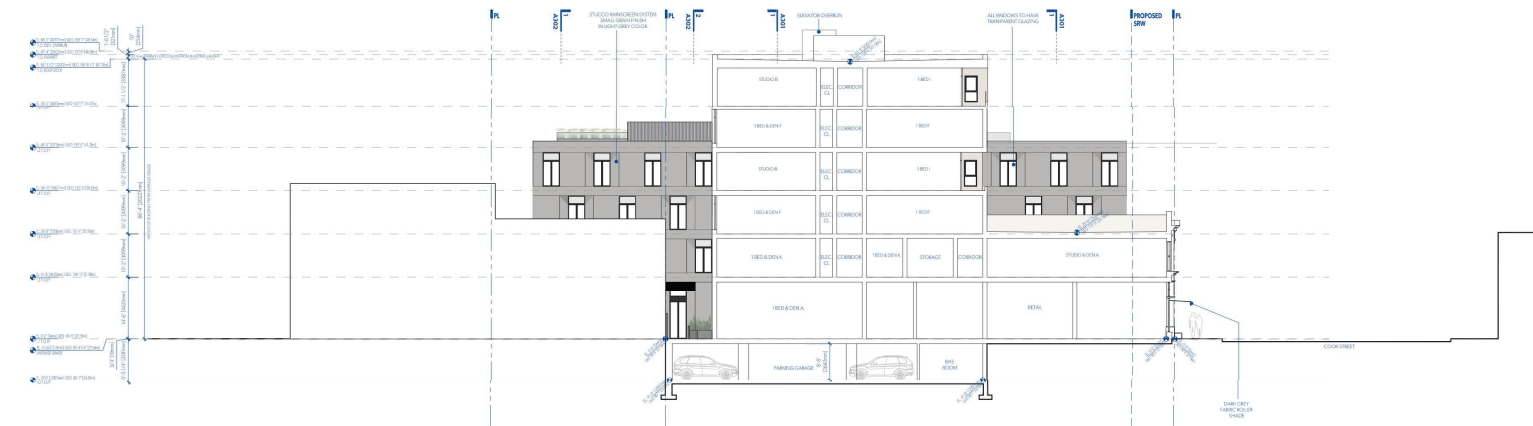
#### PARKWAY

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

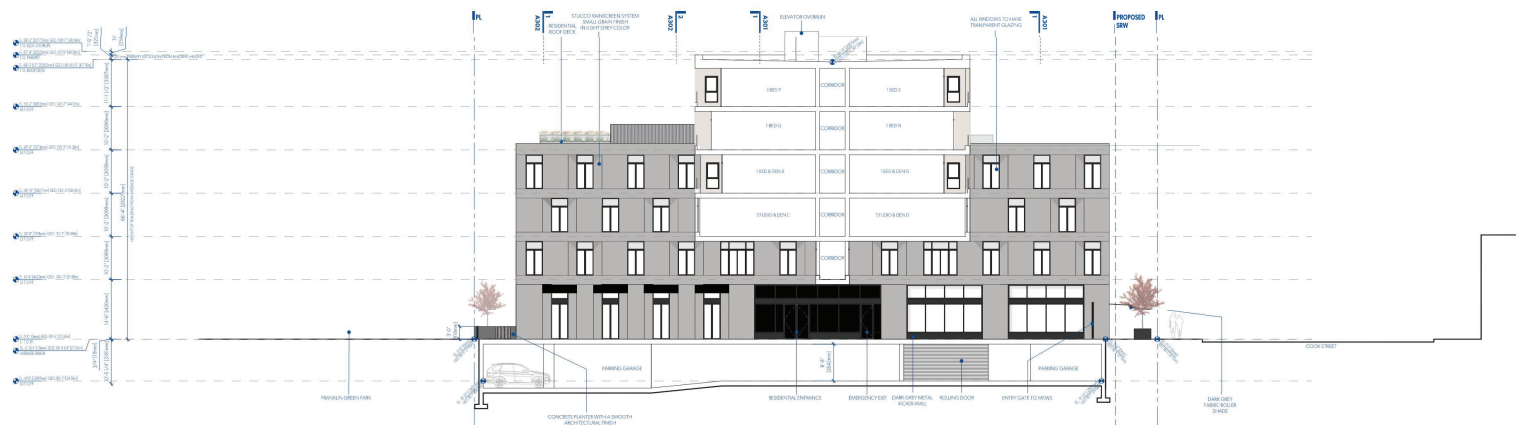
# A302

## SECTIONS





1 SECTION LOOKING NORTH THROUGH EXISTING BUILDING & NEW 6 STOREY VOLUME  
A303 1:150



2 SECTION LOOKING NORTH THROUGH NEW 6 STOREY VOLUME  
A303 1:150

**MGA**



**MATERIALITY**



LIGHT GREY & MID GREY COLOURED STUCCO FINISH WITH WALL SYSTEM IN A LIGHT OCEAN FINISH.



TRANSPARENT GLAZING WITH DARK GREY FRAMES.



EXISTING WHITE GLAZED BRICK.



EXISTING ORNAMENTAL DETAILING RESTORED TO HERITAGE COLOUR PALETTE.



JULIET BALCONIES WITH CLEAR GLASS ON LIVING SPACE WINDOWS FACING PARKING GARAGE PARK & HERB GREEN PARK.

**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
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2019-05-15	△	ISSUED FOR REZONING

DATE	REVISION	DESCRIPTION
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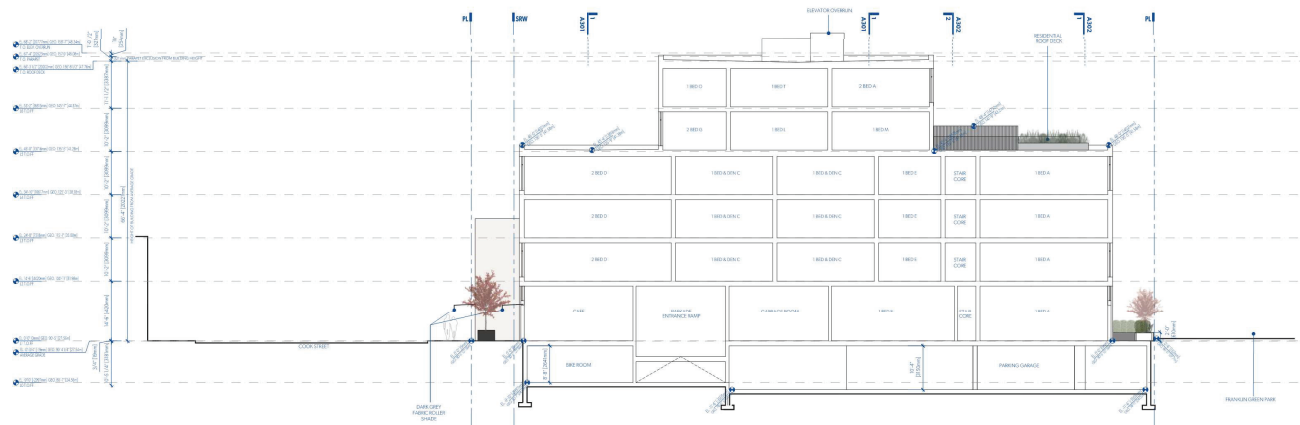
**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A303**  
SECTIONS



1 SECTION LOOKING NORTH THROUGH NEW 4 & 6 STOREY VOLUME  
A304 1:150



2 SECTION LOOKING SOUTH THROUGH NEW 4 & 6 STOREY VOLUME  
A304 1:150

**MGA**



**MATERIALITY**



LIGHT GREY & MID GREY COLOURED, STUCCO FINISH ON WALL SYSTEM IN A LIGHT OCEAN FINISH.



TRANSPARENT GLAZING WITH DARK GREY FRAMES.



EXISTING WHITE GLAZED BRICK.



EXISTING ORNAMENTAL DETAILING RESTORED TO HERITAGE COLOUR PALETTE.



BALCONY BALCONIES WITH CLEAR GLASS ON LIVING SPACE WINDOWS FACING PANDORA PARK & HARRIS GREEN PARK.

**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
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2019-05-15	△	ISSUED FOR REZONING

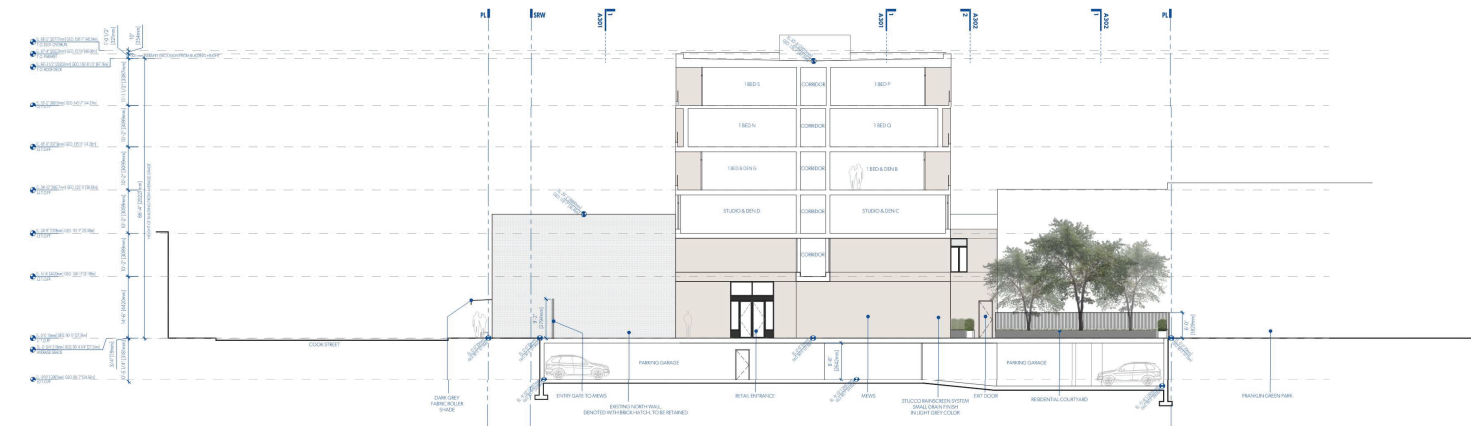
DATE	REVISION	DESCRIPTION
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**PARKWAY**

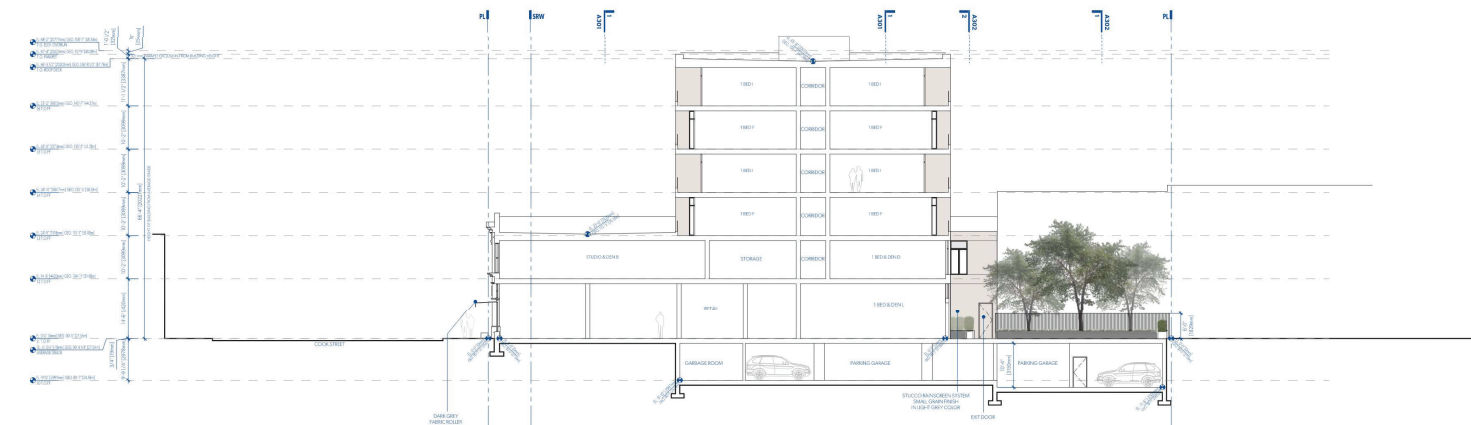
1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A304**  
SECTIONS





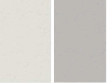
1 SECTION LOOKING SOUTH THROUGH NEW 6 STOREY VOLUME  
A305 1:150



2 SECTION LOOKING SOUTH THROUGH EXISTING BUILDING NEW 6 STOREY VOLUME  
A305 1:150



#### MATERIALITY



LIGHT GREY & MID GREY COLOURED STUCCO FINISH GREEN WALL SYSTEM IN A LIGHT GRAY FINISH.



TRANSPARENT GLAZING WITH DARK GREY FRAMES.



EXISTING WHITE GLAZED BRICK.



EXISTING ORNAMENTAL DETAILING RESTORED TO HERITAGE COLOUR PALETTE.



JULET BALCONIES WITH CLEAR GLASS ON LIVING SPACE WINDOWS FACING PARKING GARAGE PARK & HARBOR GREEN PARK.

**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

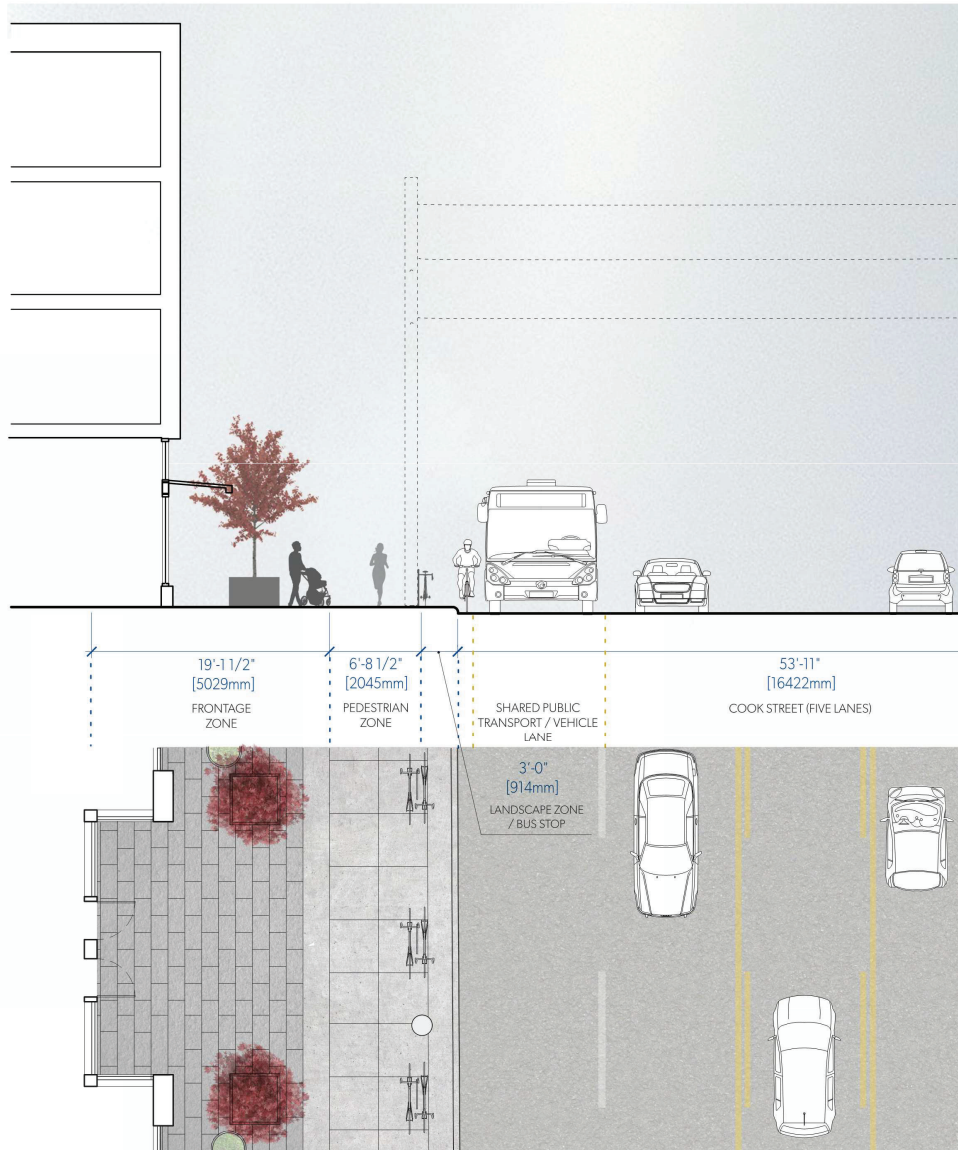
2020-11-13	△	REVISED FOR REZONING
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2019-10-30	△	REVISED FOR REZONING
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2019-05-15	△	ISSUED FOR REZONING

DATE	REVISION	DESCRIPTION
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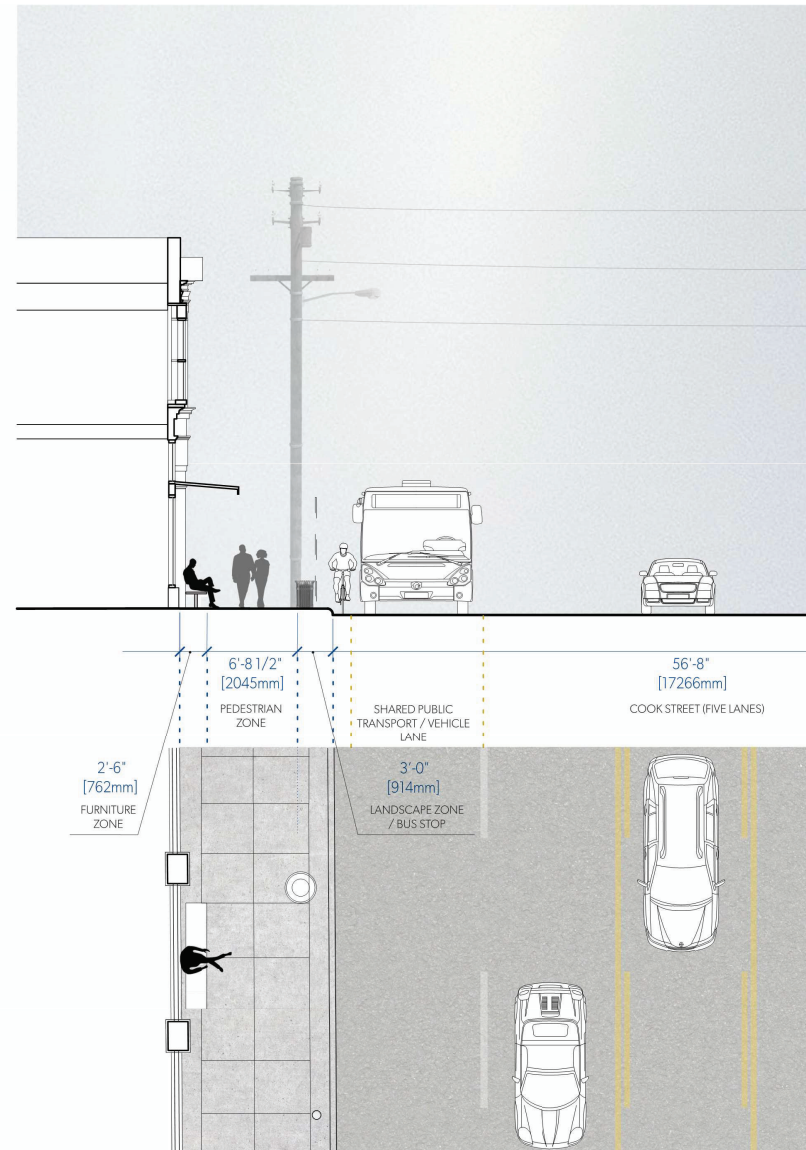
#### PARKWAY

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A305**  
SECTIONS



1 STREETScape SECTION & PLAN THRU CAFE  
A308 1:50



2 STREETScape SECTION & PLAN THRU COMMERCIAL  
A308 1:50



#### MATERIALITY



LIGHT GREY & MID GREY COLOURED, STUCCO FINISH ON WALL SYSTEM IN A LIGHT GREY FINISH.



TRANSPARENT GLAZING WITH DARK GREY FRAMES.



EXISTING WHITE GLAZED BRICK.



EXISTING ORNAMENTAL DETAILING RESTORED TO HERITAGE COLOUR PALETTE.



JULET BALCONIES WITH CLEAR GLASS ON LIVING SPACE WINDOWS FACING TRANTER GREEN PARK & HARRIS GREEN PARK.

**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
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2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

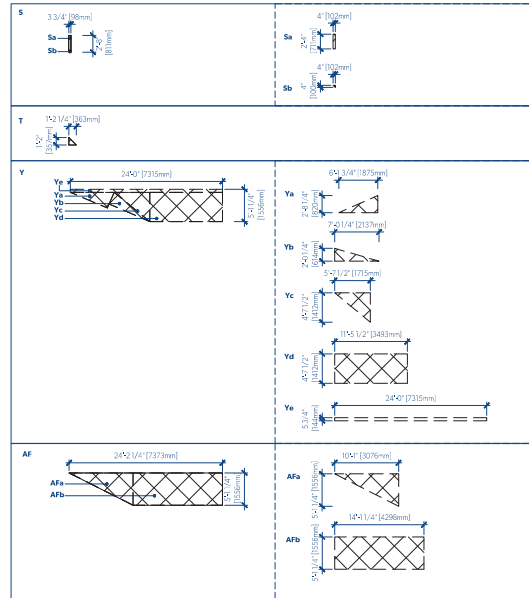
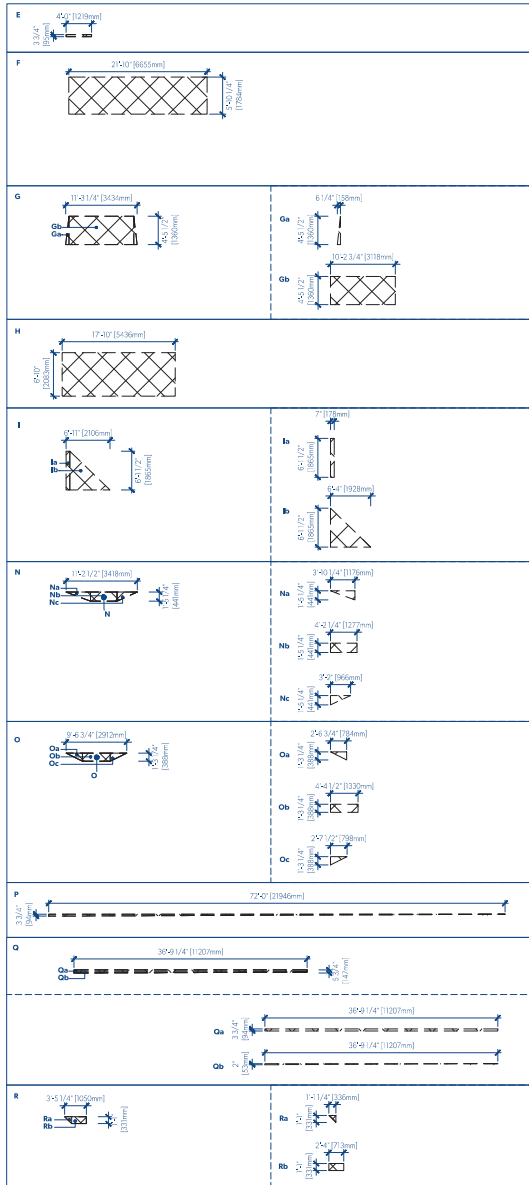
DATE	REVISION	DESCRIPTION
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#### PARKWAY

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

## A308

STREETScape CROSS SECTIONS



1 CALCULATIONS LEGEND  
A800 1100



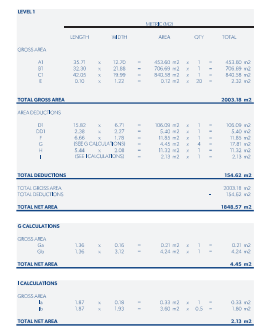
**MICHAEL GREEN ARCHITECTURE**  
1533 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-1-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE REVISION DESCRIPTION

**PARKWAY**  
1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A800**  
CALCULATIONS LEGEND



157





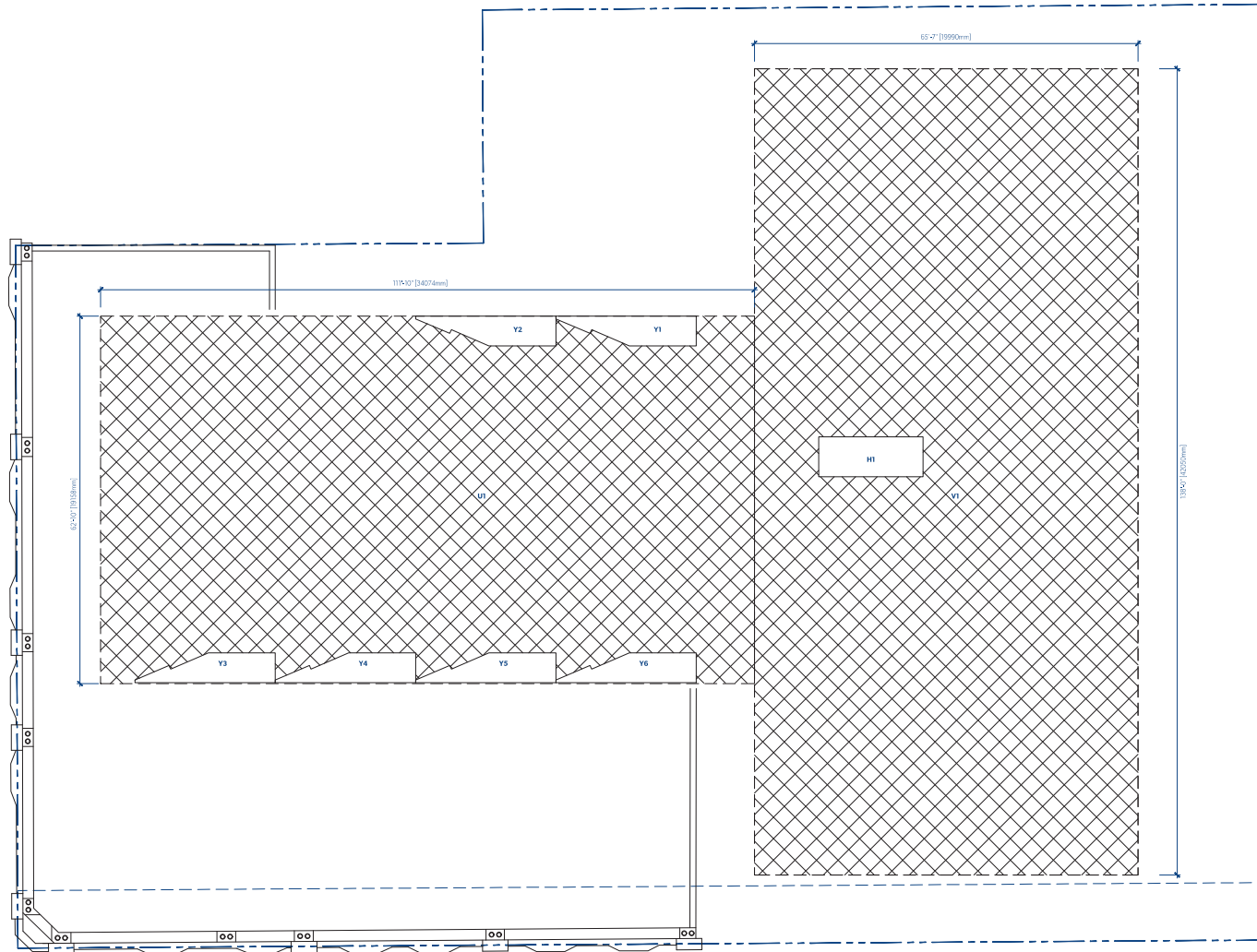
**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

DATE	REVISION	DESCRIPTION
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**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A802**  
FSR LEVEL 2



LEVEL 3					
	LENGTH	WIDTH	AREA	QTY	TOTAL
CEILING AREA					
Y1	90.00	14.00	1260.00	1	1260.00
Y2	40.00	14.00	560.00	1	560.00
<b>TOTAL GROSS AREA</b>			<b>1820.00</b>		<b>1820.00</b>
REDUCTIONS					
Y1	0.00	0.00	0.00	1	0.00
Y2	0.00	0.00	0.00	1	0.00
<b>TOTAL REDUCTIONS</b>			<b>0.00</b>		<b>0.00</b>
<b>TOTAL GROSS AREA</b>			<b>1820.00</b>		<b>1820.00</b>
<b>TOTAL NET AREA</b>			<b>1820.00</b>		<b>1820.00</b>
FLOOR AREA					
Y1	0.00	0.00	0.00	1	0.00
Y2	0.00	0.00	0.00	1	0.00
Y3	0.00	0.00	0.00	1	0.00
Y4	0.00	0.00	0.00	1	0.00
Y5	0.00	0.00	0.00	1	0.00
Y6	0.00	0.00	0.00	1	0.00
<b>TOTAL NET AREA</b>			<b>0.00</b>		<b>0.00</b>

**MGA**



**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1B8



- 2020-1-13 REVISED FOR REZONING
- 2020-07-15 REVISED FOR REZONING
- 2020-09-20 REVISED FOR REZONING
- 2019-10-30 REVISED FOR REZONING
- 2019-09-13 REVISED FOR REZONING
- 2019-05-15 ISSUED FOR REZONING

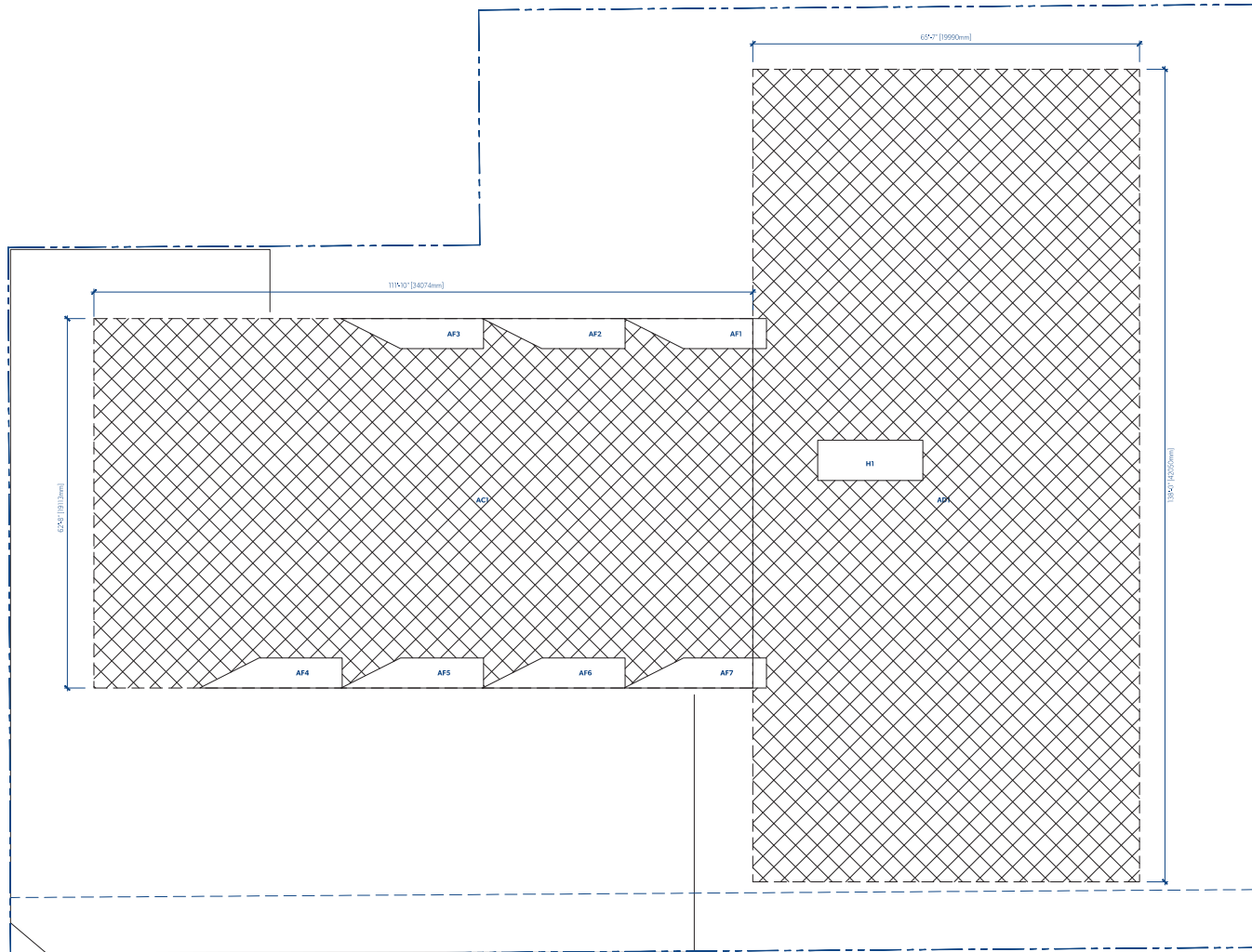
DATE REVISION DESCRIPTION

**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A803**  
FSR LEVEL 3

1 FSR LEVEL 3  
A803 1/100



LEVEL 4					
	LENGTH	WIDTH	AREA	QTY	TOTAL
GEOSLABS					
AF1	55.11	14.87	819.76	1	819.76
AF2	42.95	79.99	3435.91	1	3435.91
<b>TOTAL GROSS AREA</b>			<b>4255.67</b>		<b>4255.67</b>
AF CALCULATIONS					
AF1	5.98	1.08	6.47	1	6.47
AF2	5.98	1.08	6.47	1	6.47
<b>TOTAL GROSS AREA</b>			<b>12.94</b>		<b>12.94</b>
<b>TOTAL NET AREA</b>			<b>4242.73</b>		<b>4242.73</b>
AF CALCULATIONS					
GEOSLABS					
AF1	1.98	1.08	2.14	1	2.14
AF2	1.98	1.08	2.14	1	2.14
<b>TOTAL NET AREA</b>			<b>4.28</b>		<b>4.28</b>

FSR LEVEL 4  
A804 1:100

**MGA**  
MICHAEL GREEN ARCHITECTURE



**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1B8



- 2020-1-13 REVISÉ FOR REZONING
- 2020-07-15 REVISÉ FOR REZONING
- 2020-09-20 REVISÉ FOR REZONING
- 2019-10-30 REVISÉ FOR REZONING
- 2019-09-13 REVISÉ FOR REZONING
- 2019-05-15 ISSUED FOR REZONING

DATE REVISION DESCRIPTION

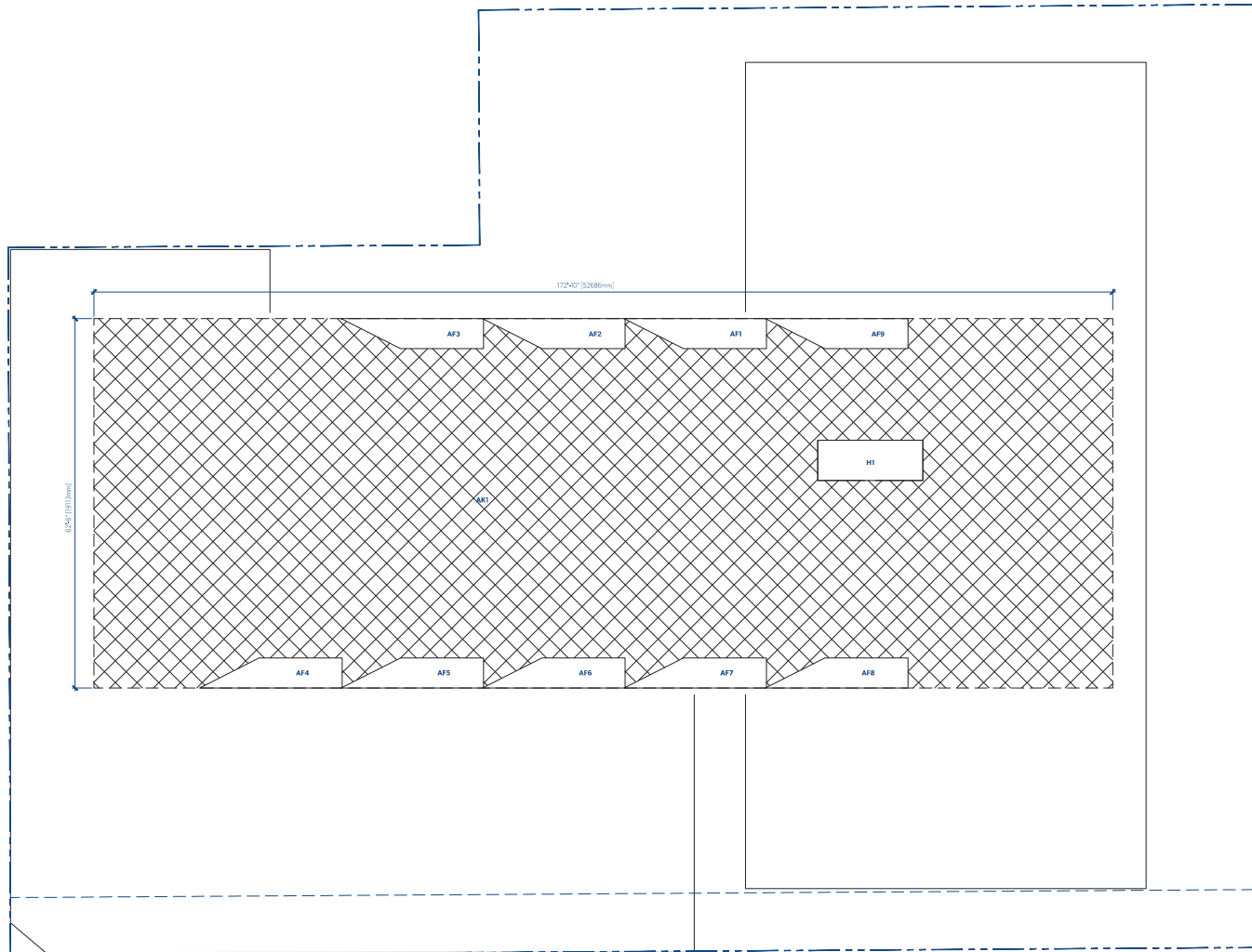
#### PARKWAY

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A804**  
FSR LEVEL 4







LEVEL 6					
	LENGTH	WIDTH	AREA	QTY	TOTAL
DECK AREA					
AF1	10.11	52.686	532.69	1	532.69
<b>TOTAL DECK AREA</b>					<b>532.69</b>
REVISIONS					
BY	5.88	5.28	31.32	1	31.32
AF	102.18	52.686	5384.2	1	5384.2
<b>TOTAL REVISIONS</b>					<b>5415.52</b>
<b>TOTAL DECK AREA</b>					<b>5917.21</b>
<b>TOTAL NET AREA</b>					<b>5917.21</b>
AF CALCULATIONS					
DECK AREA	1.86	5.28	9.84	0.5	4.92
AF	1.86	4.35	8.09	1	8.09
<b>TOTAL NET AREA</b>					<b>9.08</b>

**MGA**



**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8



2020-1-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-09-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE	REVISION	DESCRIPTION
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#### PARKWAY

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A806**  
FSR LEVEL 6

1" = 8'00" FSR LEVEL 6



1 VIEW NORTHWEST FROM CORNER OF PANDORA & COOK  
A811

**MGA**  
ARCHITECTS



**MICHAEL GREEN ARCHITECTURE**  
1533 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE	REVISION	DESCRIPTION
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**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A811**  
3D RENDERS



1 VIEW WEST THROUGH RESIDENTIAL MEWS  
A812

**MGA**  
MICHAEL GREEN ARCHITECTURE



**MICHAEL GREEN ARCHITECTURE**  
1533 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE	REVISION	DESCRIPTION
------	----------	-------------

**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A812**  
3D RENDERS





1 VIEW SOUTHWEST FROM COOK STREET  
A813

**MGA**  
MICHAEL GREEN ARCHITECTURE



**MICHAEL GREEN ARCHITECTURE**  
1533 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2018-05-15	△	ISSUED FOR REZONING

DATE	REVISION	DESCRIPTION
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**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A813**  
3D RENDERS



1  
A810 VIEW EAST TO COURTYARD

**MGA**  
ARCHITECTURE



**MICHAEL GREEN ARCHITECTURE**  
1533 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE REVISION DESCRIPTION

**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A814**  
3D RENDERS





1 BALCONY STUDY  
A810

**MGA**  
MICHAEL GREEN ARCHITECTURE



**MICHAEL GREEN ARCHITECTURE**  
1533 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2020-11-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE REVISION DESCRIPTION

**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A815**  
3D RENDERS



1  
A817  
ADJACENT PROPERTY STUDY | VIEW WEST ACROSS COOK STREET



2  
A817  
ADJACENT PROPERTY STUDY | VIEW SOUTHWEST DOWN COOK STREET



3  
A817  
ADJACENT PROPERTY STUDY | VIEW EAST ACROSS FRANKLIN GREEN PARK



4  
A817  
ADJACENT PROPERTY STUDY | VIEW WEST ALONG NORTH WALKWAY

**MICHAEL GREEN ARCHITECTURE**  
1533 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1B8

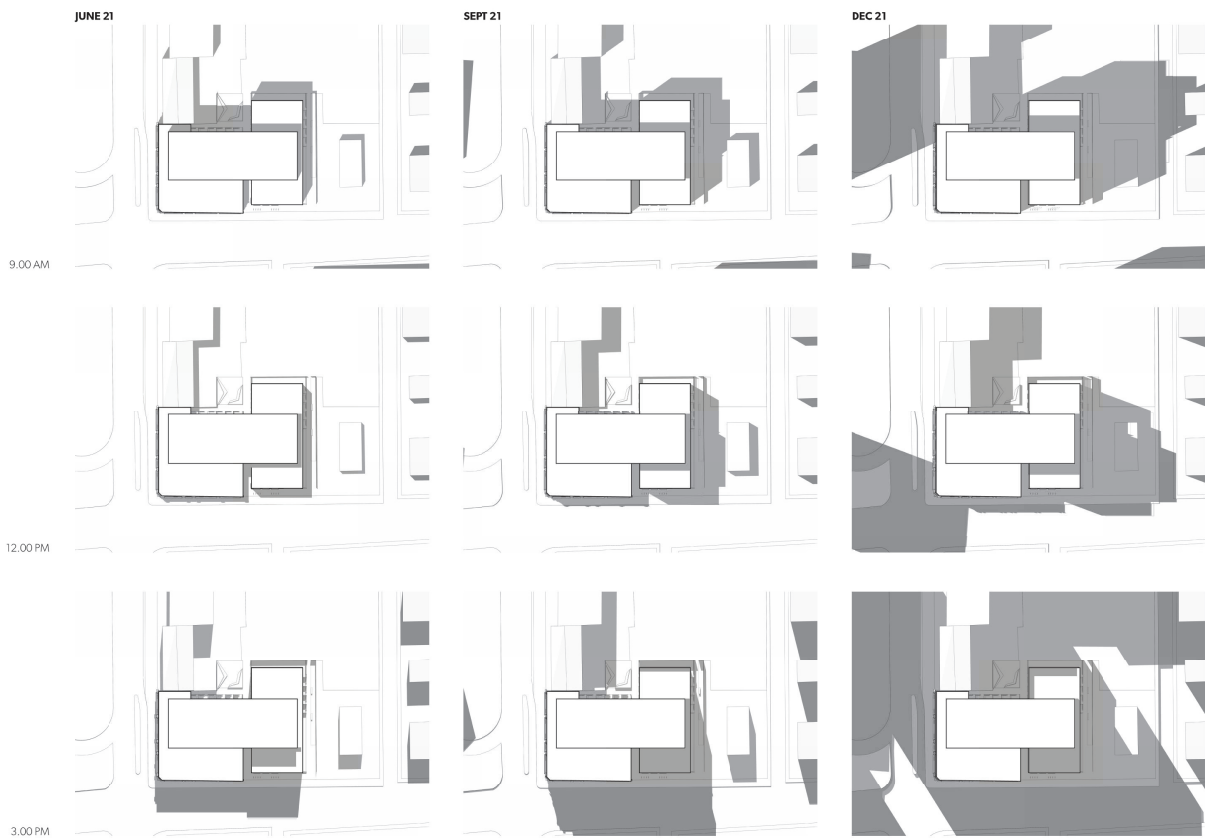
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2020-07-15	△	REVISED FOR REZONING
2020-03-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE REVISION DESCRIPTION

**PARKWAY**

1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A817**  
ADJACENT PROPERTY  
STUDY



1  
A821 SOLAR IMPACT ANALYSIS



**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V5Y 1J8

- 2020-11-13 ▲ REVISED FOR REZONING
- 2020-07-15 ▲ REVISED FOR REZONING
- 2020-03-20 ▲ REVISED FOR REZONING
- 2019-10-30 ▲ REVISED FOR REZONING
- 2019-09-13 ▲ REVISED FOR REZONING
- 2019-05-15 ▲ ISSUED FOR REZONING

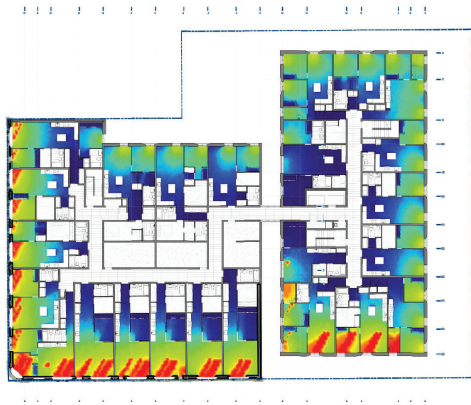
DATE REVISION DESCRIPTION

**PARKWAY**  
1050 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

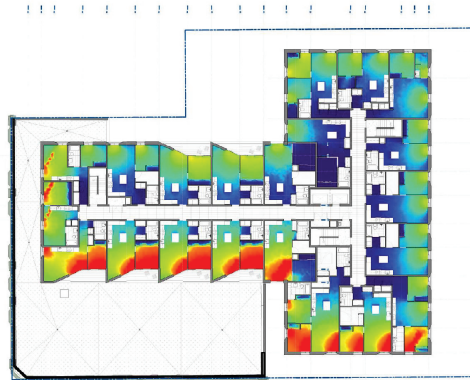
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SOLAR IMPACT ANALYSIS

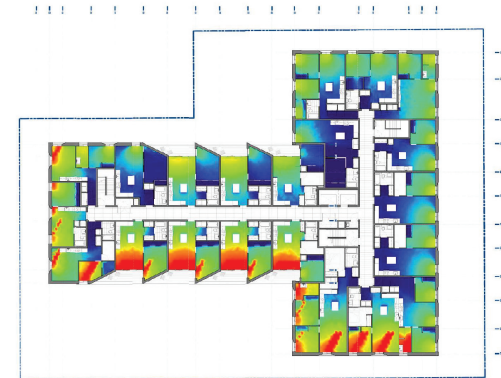




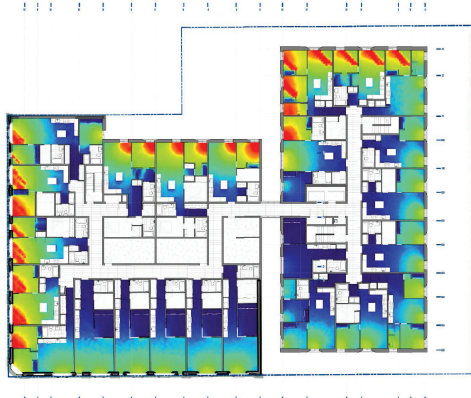
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A822



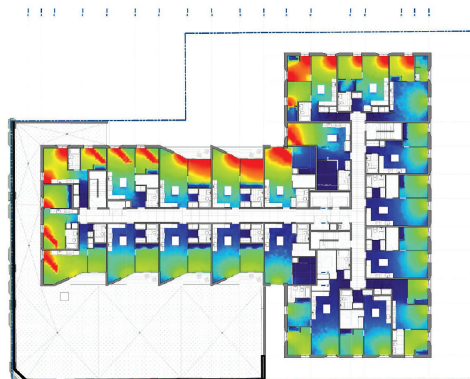
3 LEVEL 3, 9:00 AM, 24.67 (LUX)  
A822



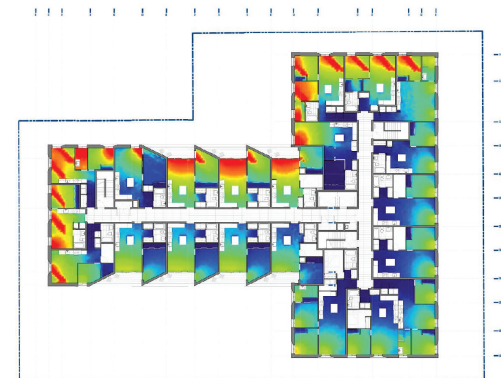
5 LEVEL 4, 9:00 AM, 34.83 (LUX)  
A822



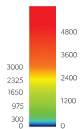
2 LEVEL 2, 3:00 PM, 14.50 (LUX)  
A822



4 LEVEL 3, 3:00 PM, 24.67 (LUX)  
A822



6 LEVEL 4, 3:00 PM, 34.83 (LUX)  
A822



**MGA**



**MICHAEL GREEN ARCHITECTURE**  
1535 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1B8



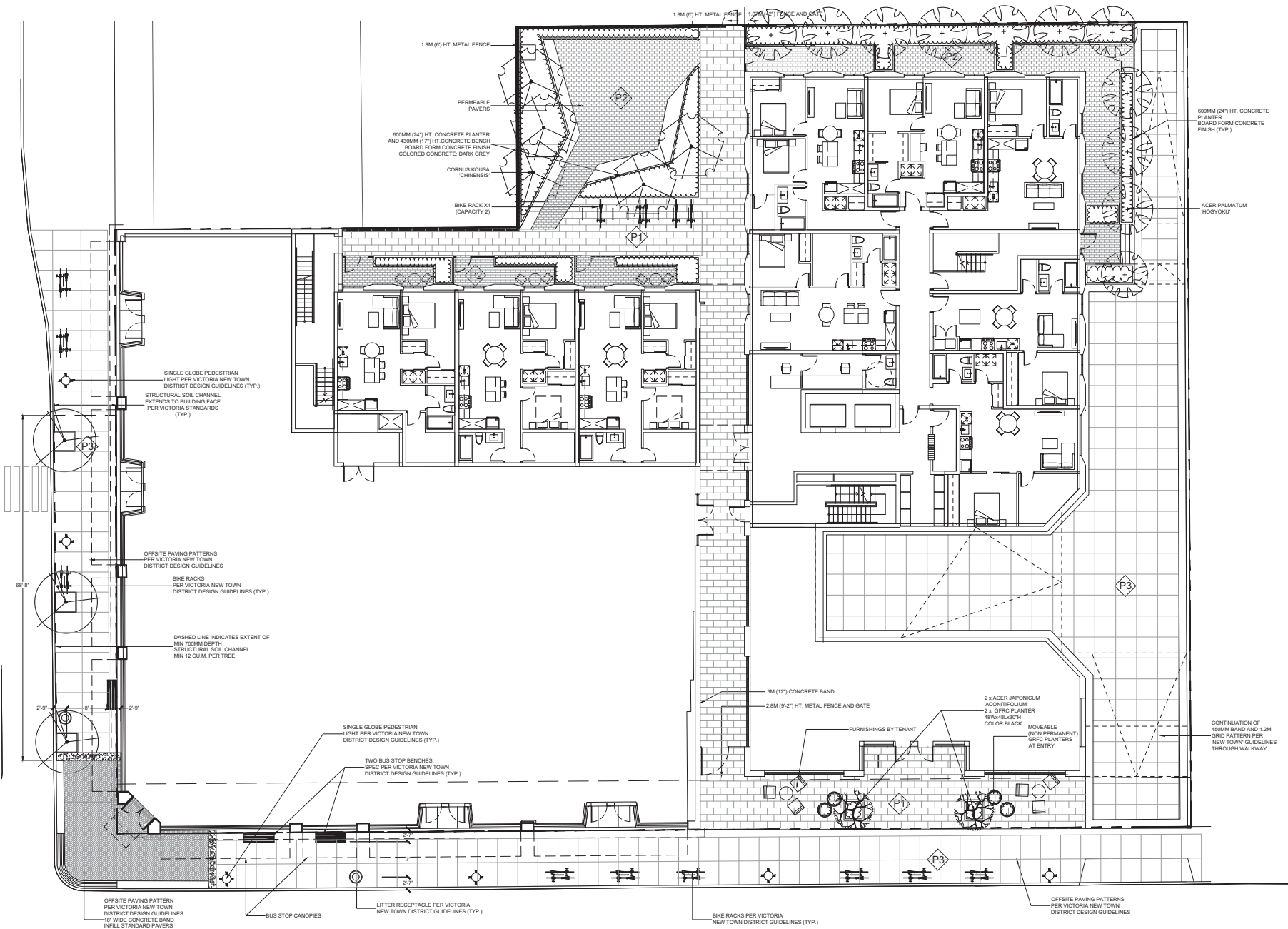
2020-1-13	△	REVISED FOR REZONING
2020-07-15	△	REVISED FOR REZONING
2020-09-20	△	REVISED FOR REZONING
2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE REVISION DESCRIPTION

**PARKWAY**

1020 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A822**  
Illuminance Analysis



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Burnaby, British Columbia V5C 6G9  
p. 604 294-0011 • f. 604 294-0022

SEAL:



15	26 OCT 29	REV. COOK STREET FRONTAGE	SA
14	20 SEP 03	REV. PER CITY COMMENTS - OFFSITE PAVING	SA
13	20 JUL 24	REVISION RECOMMISSION	SA
12	20 JUN 29	REV. PER CLIENT COMMENTS	SA
11	20 FEB 03	ISSUED FOR TENDER	SA
10	18 DEC 05	ISSUED FOR BP	SA
9	18 NOV 18	ISSUED FOR SET	SA
8	18 NOV 04	50% CD SET	SA
7	18 OCT 23	NEW GROUND FLOOR PLAN	SD
6	18 OCT 23	REVISION	SD
5	18 OCT 21	NEW SITE PLANS/CLIENT REQUEST	SD
4	18 OCT 23	60% CD SET	SA
3	18 SEP 27	REVISION	SA
2	21 AUG 19	REV. PER CITY/CLIENT COMMENTS	SA
1	18 JUL 29	50% BP SUBMISSION	SA

NO. DATE REVISION DESCRIPTION DR.

CLIENT:

PROJECT:

**PARKWAY  
MIXED USE DEVELOPMENT**

**1050 PANDORA AVENUE  
VICTORIA, BC**

DRAWING TITLE:

**LANDSCAPE  
PLAN**

DATE: 19 JUL 10 DRAWING NUMBER:

SCALE: 1:100

DRAWN: BA

DESIGN: BA

CHKD:

**L1**

OF 9

18240-15\_ZIP

PMG PROJECT NUMBER:

18240

SEAL:



15	20 OCT 20	REV. COOK STREET FRONTAGE	BA
14	20 SEP 20	REV. PER CITY COMMENTS - OFFSITE PAVING	BA
13	20 JUL 20	REVISION RECOMMENDATION	BA
12	20 JUN 20	REV. PER CLIENT COMMENTS	BA
11	20 FEB 20	ISSUED FOR TENDER	BA
10	19 DEC 20	ISSUED FOR BP	BA
9	19 NOV 19	100% BP SET	BA
8	19 NOV 20	50% CD SET	BA
7	19 OCT 20	NEW GROUND FLOOR PLAN	CD
6	19 OCT 20	REVISION	CD
5	19 OCT 20	NEW SITE PLANS/CLIENT REQUEST	CD
4	19 OCT 20	50% CD SET	BA
3	19 SEP 20	REVISION	BA
2	19 SEP 20	REV. PER CITY/CLIENT COMMENTS	BA
1	19 JUL 20	50% BP SUBMISSION	BA

NO. DATE REVISION DESCRIPTION DR.

CLIENT:

PROJECT:

**PARKWAY  
MIXED USE DEVELOPMENT**

**1050 PANDORA AVENUE  
VICTORIA, BC**

DRAWING TITLE:

**SHRUB  
PLAN**

DATE: 19 JUL 20 DRAWING NUMBER:

SCALE: 1:100

DRAWN: BA

DESIGN: BA

CHKD:

OF 9

PMG PROJECT NUMBER: 18240

18240-15\_ZIP



FURNISHINGS LEGEND		
KEY	QTY	DESCRIPTION
	2	OFFSITE: TYPE A WOOD BENCH WITH BACKREST HERITAGE BENCH, ALUMINUM FRAME, OAK SLATS GLOSSY BLACK (RAL 9017) PER NEW TOWN GUIDELINES
	7	OFFSITE: BIKE RACK CAPACITY 2 STANDARD BIKE RACK, GLOSSY BLACK (RAL 9017) PER NEW TOWN GUIDELINES
	8	ONSITE: BIKE RACK CAPACITY 2 MAGLIN MBR600-S, GLOSS BLACK
	3	TREE GRATE W/ FRAME DOBNEY FOUNDRY ST 48
	4	BARKMAN NEWPORT ROUND 360X250, SP RIC PLANTER, COLOR EBONY
	2	LITTER RECEPTACLE



CALAMAGROSTIS ACUTIFLORA  
'KARL FOERSTER'



BUXUS M. KOREANA



CAREX OSHIMENSIS



LAVENDULA 'MUNSTEAD'



CALAMAGROSTIS BRACHYTRICHA

ROOF LANDSCAPE LEGEND	
KEY	DESCRIPTION
	SEDUM TILE - ETERA 'COLOR MAX'
	SEDUM TILE - ETERA 'ALL SEASONS'
	SEDUM TILE - ETERA 'BLUE MIX'
	BASALT GRAVEL - 50MM CLEAR
	AUTUMN GOLD PEBBLE - NORTHWEST LANDSCAPE SUPPLY 770635 20-30MM
	MEXICAN SUNBURST PEBBLE - NORTHWEST LANDSCAPE SUPPLY MSB1375 25-75MM
	DAZZLING WHITE PEBBLE - NORTHWEST LANDSCAPE SUPPLY 770745 20-30MM






ACER PALMATUM 'HOGYOKU'



CORNUS K. CHINENSIS



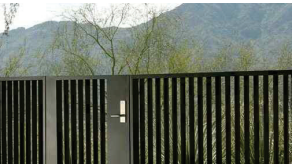
ACER GINNALA

PLANT SCHEDULE				PMO PROJECT NUMBER: 15240	
KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE	REMARKS
	2	ACER JAPONICUM 'ACONTIFOLIUM'	FERNLEAF FULL MOON MAPLE	2.5M HT.	SPECIMEN
	11	ACER PALMATUM 'HOGYOKU'	JEWEL JAPANESE MAPLE	3M HT. BAB.	UPRIGHT FORM
	5	CORNUS KOUSA 'CHINENSIS'	CHINESE KOUSA DOGWOOD	3M HT.	TREE FORM, BAB
	3	STREET TREE	COORDINATE WITH PARKS DEPT		
	80	BUXUS MICROPHYLLA KOREANA	KOREAN BOXWOOD	#3 POT	40CM
	37	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	JAPANESE SEDGE	#1 POT
	218	CAREX OSHIMENSIS 'EVERGOLD'	JAPANESE SEDGE		#1 POT
	82	LAVENDULA ANGUSTIFOLIA 'MUNSTEAD'	ENGLISH LAVENDER, COMPACT, VIOLET-BLUE		#2 POT
NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNLA STANDARD. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW: IMAGE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD. DEFINITION OF CONDITIONS OF AVAILABILITY: * ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. * ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. * BIO-SOLIDS NOT PERMITTED IN GROWING MEDIUM UNLESS AUTHORIZED BY LANDSCAPE ARCHITECT.					

CONTRACTOR TO PROVIDE DESIGN-BUILD HIGH EFFICIENCY IRRIGATION SYSTEM THAT MEETS CURRENT IiABC STANDARDS. DEVELOPER AND/OR LANDSCAPE ARCHITECT TO REVIEW DESIGN PRIOR TO INSTALLATION.



1.8M (6') HT. PERIMETER FENCE AND GATE AT COURTYARD  
2.2M (9'-2") HT. FENCE AND GATE AT ENTRANCE TO MEWS



1.07M (42") HT. FENCE AND GATES AT PATIOS



P1 - BARKMAN BROADWAY 24X12"



P2 - EXPOCRETE AQUAROC PERMEABLE PAVER

MATERIALS LEGEND	
KEY	DESCRIPTION
	BARKMAN BROADWAY PAVER 24X12", COLOR GREY
	EXPOCRETE AQUAROC STANDARD SIZE, PERMEABLE PAVER COLOR GREY
	450MM (18") CONCRETE BAND W/ 1.2M SAWCUT GRID PER VICTORIA NEW TOWN GUIDELINES



G1 - 'COLOR MAX'



G5 - AUTUMN GOLD PEBBLE



G2 - 'ALL SEASONS'



G6 - MEXICAN SUNBURST PEBBLE



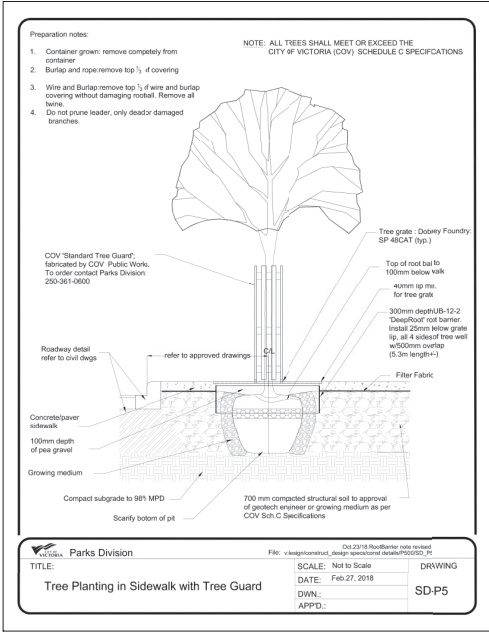
G3 - 'BLUE MAX'



G7 - DAZZLING WHITE PEBBLE



G4 - 50MM CLEAR BASALT GRAVEL



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p: 604 294-0011 f: 604 294-0022

SEAL:



15	20 OCT 29	REV. COOK STREET FRONTAGE	BA
14	20 SEP 03	REV. PER CITY COMMENTS - OFFSITE PAVING	BA
13	20 JUL 24	REVISION RECONSTRUCTION	BA
12	20 JUN 29	REV. PER CLIENT COMMENTS	BA
11	20 FEB 03	ISSUED FOR TENDER	BA
10	19 DEC 05	ISSUED FOR SP	BA
9	19 NOV 18	ISSUED FOR SET	BA
8	19 NOV 04	50% CD SET	BA
7	19 OCT 23	NEW GROUND FLOOR PLAN	SD
6	19 OCT 23	REVISION	SD
5	19 OCT 21	NEW SITE PLACEMENT REQUEST	SD
4	19 OCT 23	60% CD SET	BA
3	19 SEP 27	60% CD SET	BA
2	21 AUG 19	REV. PER CITY/CLIENT COMMENTS	BA
1	19 JUL 29	50% SP SUBMISSION	BA

NO. DATE REVISION DESCRIPTION DR.

CLIENT:

PROJECT:

**PARKWAY  
MIXED USE DEVELOPMENT**  
**1050 PANDORA AVENUE  
VICTORIA, BC**

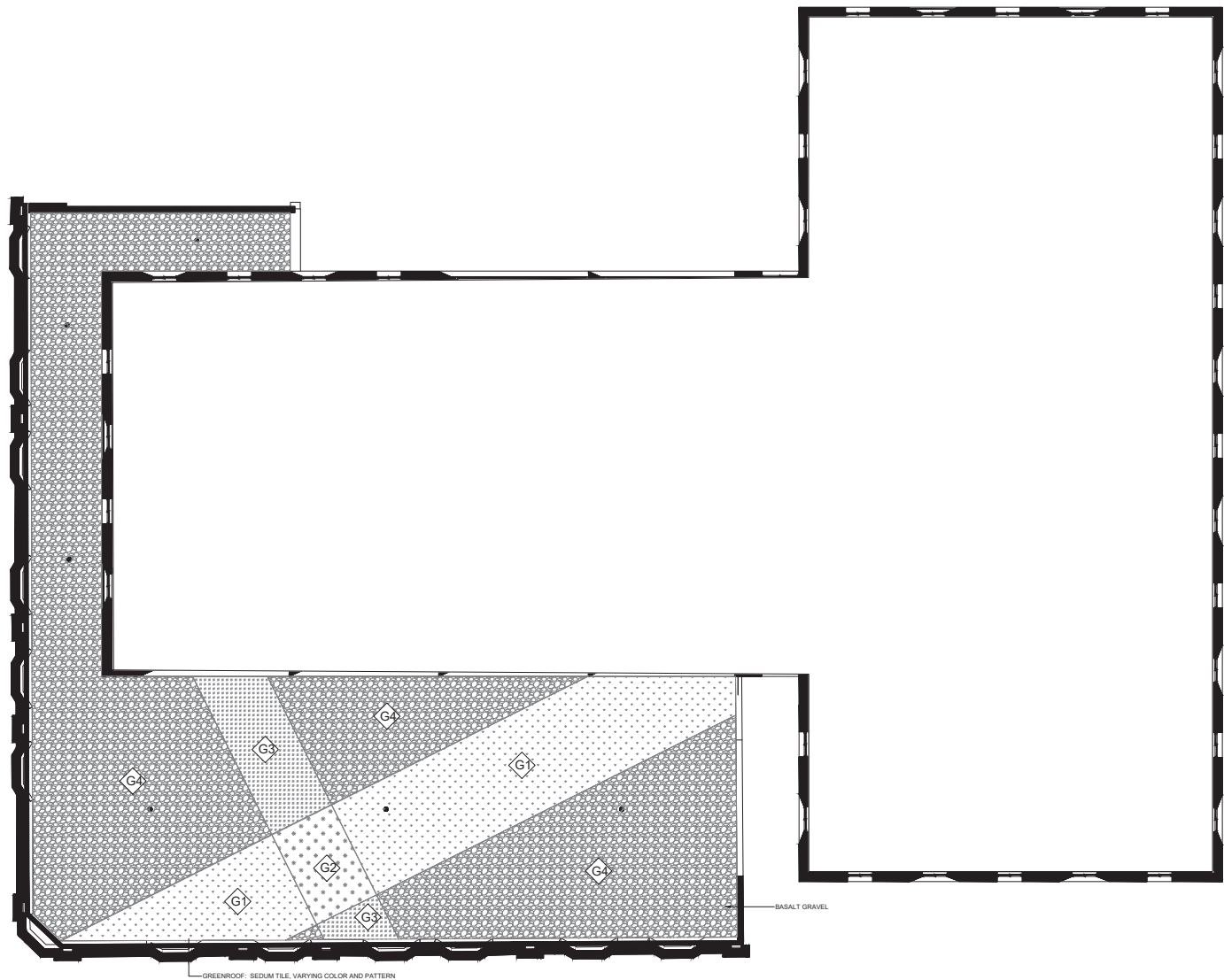
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**LANDSCAPE  
DETAILS**

DATE: 19 JUL 10 DRAWING NUMBER:  
SCALE: AS SHOWN  
DRAWN: BA  
DESIGN: BA  
CHKD: OF 9

PMG PROJECT NUMBER:

18240

18240-15\_ZIP



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SEAL:



15	20 OCT 29	REV. COOK STREET FRONTAGE	BA
14	20 SEP 03	REV. PER CITY COMMENTS - OFFSITE PARKING	BA
13	20 JUL 14	REVISIONS RECOMMENDATION	BA
12	20 JUN 29	REV. PER CLIENT COMMENTS	BA
11	20 FEB 03	ISSUED FOR TENDER	BA
10	19 DEC 05	ISSUED FOR BP	BA
9	19 NOV 18	100% BP SET	BA
8	19 NOV 04	50% CD SET	BA
7	19 OCT 23	NEW GROUND FLOOR PLAN	DD
6	19 OCT 23	REVISION	DD
5	19 OCT 21	NEW SITE PLAN/CLIENT REQUEST	DD
4	19 OCT 23	50% CD SET	BA
3	19 SEP 27	REVISION	BA
2	21 AUG 19	REV. PER CITY/CLIENT COMMENTS	BA
1	19 JUL 29	50% BP SUBMISSION	BA

NO. DATE REVISION DESCRIPTION DR.

CLIENT:

PROJECT:

**PARKWAY  
MIXED USE DEVELOPMENT**  
**1050 PANDORA AVENUE  
VICTORIA, BC**

DRAWING TITLE:  
**LEVEL 3  
ROOF LANDSCAPE**

DATE: 19 JUL 10 DRAWING NUMBER:  
SCALE: 1:100  
DRAWN: BA  
DESIGN: BA  
CHKD: OF 9

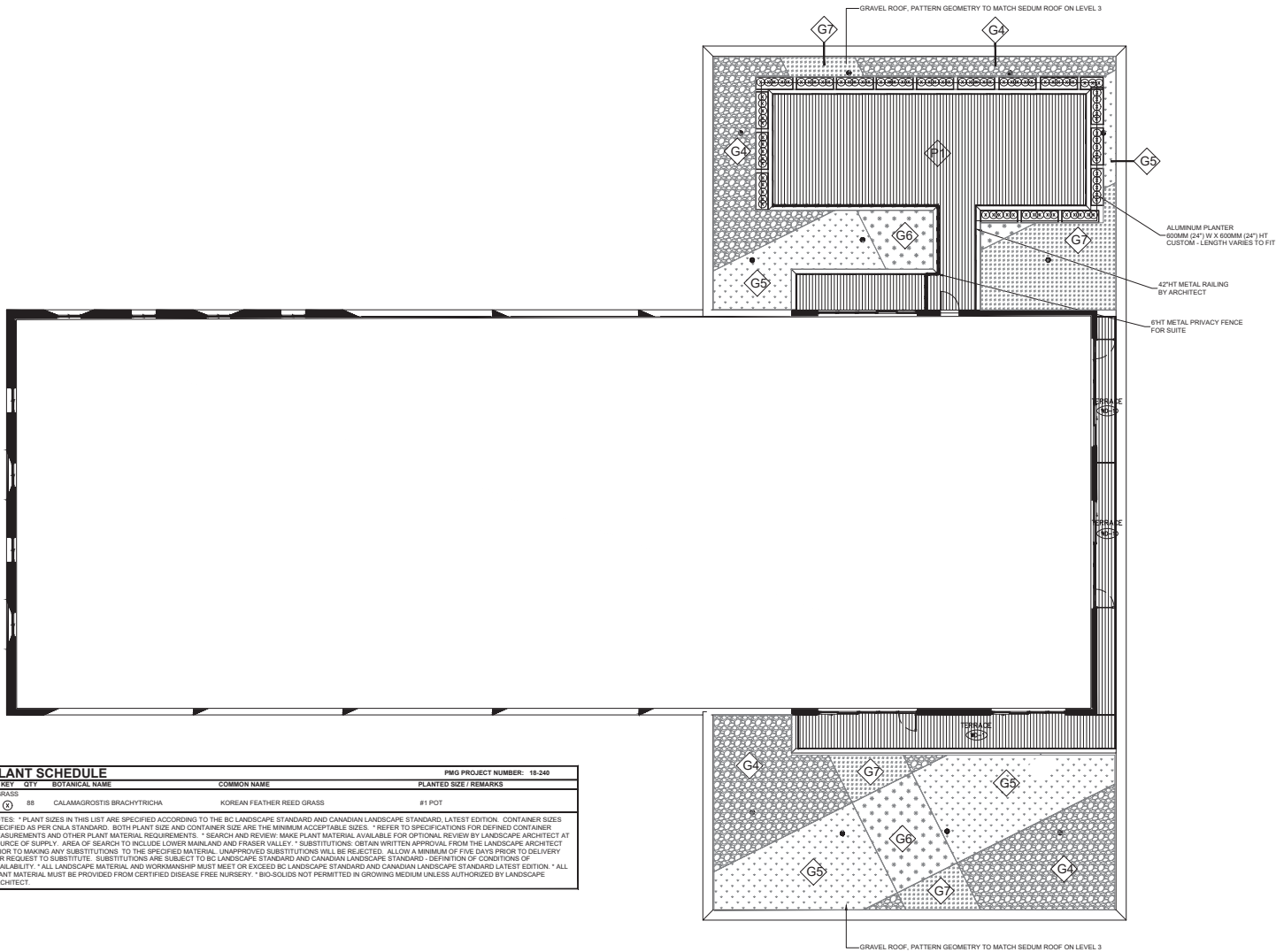
18240-15.ZIP PMG PROJECT NUMBER: 18240

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Burnaby, British Columbia V5C 6G9  
p. 604 294-0011 : f. 604 294-0022

SEAL:



PLANT SCHEDULE				PMG PROJECT NUMBER: 18-240
KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
GRASS:				
Q	88	CALAMAGROSTIS BRACHYTRICHA	KOREAN FEATHER REED GRASS	#1 POT
NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNLA STANDARD. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW: MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD. DEFINITION OF CONDITIONS OF AVAILABILITY. * ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. * ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. * BIO-SOLIDS NOT PERMITTED IN GROWING MEDIUM UNLESS AUTHORIZED BY LANDSCAPE ARCHITECT.				

NO.	DATE	REVISION DESCRIPTION	DR.
14	20-SEP-03	REV. PER CITY COMMENTS - OFFSITE PAVING	BA
13	20-JUL-04	REVISION SUBMISSION	BA
12	20-JUN-03	REV. PER CLIENT COMMENTS	BA
11	20-FEB-03	ISSUED FOR TENDER	BA
10	18-DEC-05	ISSUED FOR BP	BA
9	18-NOV-08	100% BP SET	BA
8	18-NOV-04	50% CD SET	BA
7	18-OCT-03	NEW GROUND FLOOR PLAN	DD
6	18-OCT-03	REVISION	DD
5	18-OCT-03	NEW SITE PLANT/CURRENT REQUEST	DD
4	18-OCT-03	50% CD SET	BA
3	18-SEP-07	REVISION	BA
2	21-AUG-19	REV. PER CITY/CLIENT COMMENTS	BA
1	19-JUL-29	50% BP SUBMISSION	BA

CLIENT:

PROJECT:

**PARKWAY  
MIXED USE DEVELOPMENT**  
  
**1050 PANDORA AVENUE  
VICTORIA, BC**

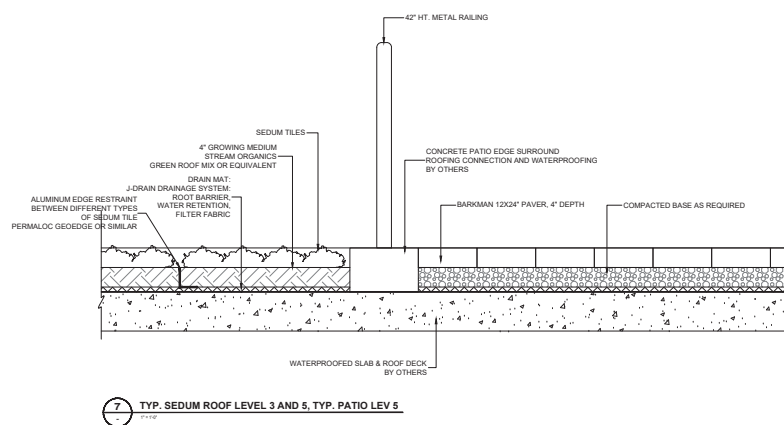
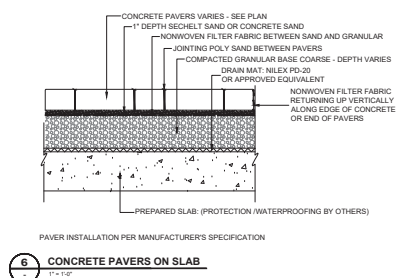
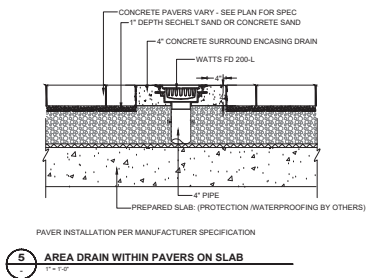
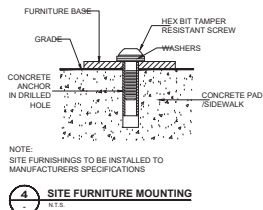
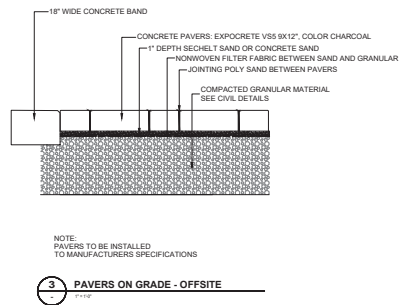
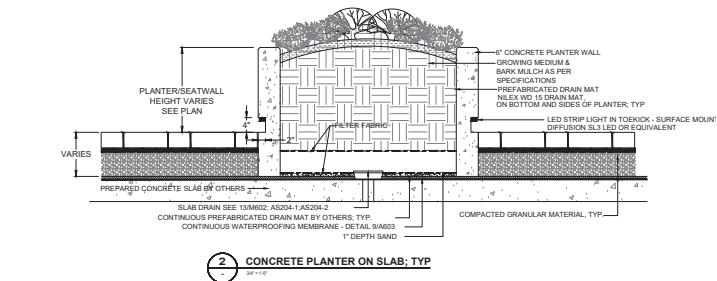
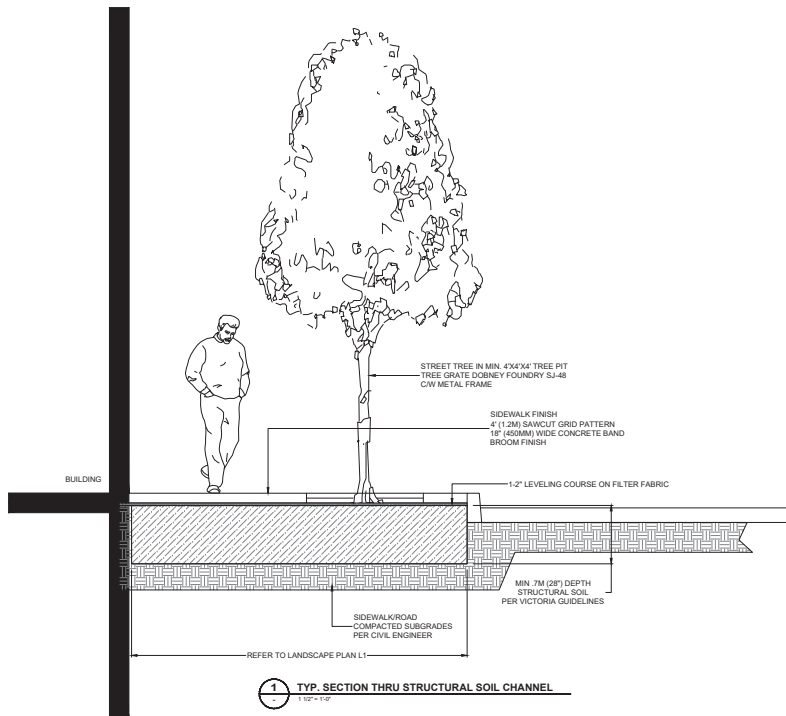
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**LEVEL 5  
ROOF LANDSCAPE**

DATE: 19-JUL-10 DRAWING NUMBER:  
SCALE: 1:100  
DRAWN: BA  
DESIGN: BA  
CHKD: OF 9

PMG PROJECT NUMBER: 18240

18240-14.ZIP



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**pmg**  
LANDSCAPE  
ARCHITECTS  
Suite C100 - 4185 Still Creek Drive  
Burnaby, British Columbia V5G 6G9  
p. 604 294-0011 f. 604 294-0022

SEAL:



NO.	DATE	REVISION DESCRIPTION	DR.
14	20 SEP 03	REV. PER CITY COMMENTS - OFFSITE PAVING	BA
13	20 JUL 04	REVISION REBAR/CONCRETE	BA
12	20 JUN 04	REV. PER CLIENT COMMENTS	BA
11	20 FEB 03	ISSUED FOR TENDER	BA
10	18 DEC 05	ISSUED FOR BP	BA
9	18 NOV 08	ISSUED FOR SET	BA
8	18 NOV 04	50% CD SET	BA
7	18 OCT 03	NEW GROUND FLOOR PLAN	OD
6	18 OCT 03	REVISION	OD
5	18 OCT 03	NEW SITE PLANTING REQUEST	OD
4	18 OCT 03	50% CD SET	BA
3	18 SEP 07	REVISION	BA
2	21 AUG 19	REV. PER CITY/CLIENT COMMENTS	BA
1	18 JUL 29	50% BP SUBMISSION	BA

CLIENT:

PROJECT:

**PARKWAY  
MIXED USE DEVELOPMENT**  
1050 PANDORA AVENUE  
VICTORIA, BC

DRAWING TITLE:  
**LANDSCAPE  
DETAILS AND SECTIONS**

DATE: 19 JUL 10 DRAWING NUMBER:  
SCALE: AS SHOWN  
DRAWN: BA  
DESIGN: BA  
CHKD: OF 9

PMG PROJECT NUMBER: 18240

18240-14.ZIP



# **LIGHTING LEGEND**

KEY	DESCRIPTION
6	SINGLE GLOBE PEDESTRIAN LIGHT PHILLIPS MICENAS LED4 OR APPROVED EQUIVALENT BDP791 LED43-48/740 II DSS0 GF BK 76
	SURFACE MOUNT STRIP LIGHTING UNDER CONC PLANTER TOE KICK SL3 OUTDOOR LED STRIP (REFER TO ELEC)



SINGLE GLOBE  
PEDESTRIAN LIGHTING



STRIP LIGHT UNDER  
TOE KICK

SINGLE GLOBE PEDESTRIAN  
LIGHT PER VICTORIA NEW TOWN  
DISTRICT DESIGN GUIDELINES (TYP.)

LED STRIP LIGHT  
SURFACE UNDERMOUNT  
IN RECESSED TOE KICK  
DIFFUSION LIGHTING SL3

RECESSED LIGHTING IN  
LOW WALLS  
REFER TO ELECTRICAL  
DRAWINGS

IN GRADE LED LIGHT STRIP IN  
3M (12") CONCRETE BAND  
REFER TO ELECTRICAL DRAWINGS

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p. 604 294-0011 • f. 604 294-0022

SEAL:



NO.	DATE	REVISION DESCRIPTION	DR.
15	26 OCT 29	REV. COOK STREET FRONTAGE	BA
14	20 SEP 28	REV. PER CITY COMMENTS - OFFSITE PARKING	BA
13	20 JUL 24	REVISION REORGANIZATION	BA
12	20 JUN 29	REV. PER CLIENT COMMENTS	BA
11	20 FEB 23	ISSUED FOR TENDER	BA
10	18 DEC 25	ISSUED FOR BP	BA
9	15 NOV 18	LOOK UP SET	BA
8	15 NOV 24	50% CD SET	BA
7	15 OCT 23	NEW GRADING FLOOR PLAN	DD
6	15 OCT 23	REVISION	DD
5	15 OCT 23	NEW SITE PLAN/CLIENT REQUEST	DD
4	15 OCT 23	50% CD SET	BA
3	15 SEP 27	REVISION	BA
2	25 AUG 19	REV. PER CITY/CLIENT COMMENTS	BA
1	19 JUL 29	50% BP SUBMISSION	BA

CLIENT:

PROJECT:

**PARKWAY  
MIXED USE DEVELOPMENT**  
  
**1050 PANDORA AVENUE  
VICTORIA, BC**

DRAWING TITLE:  
**LIGHTING  
LAYOUT PLAN**

DATE: 19 JUL 10 DRAWING NUMBER:  
SCALE: 1:100  
DRAWN: BA  
DESIGN: BA  
CHKD: OF 9

18240-15\_ZIP

PMG PROJECT NUMBER:

18240





PART ONE - GENERAL

11. COPYRIGHT
1. The Structural Soil specification is provided as an instrument of service and remains the property of PMG Landscape Architects. The information provided in this specification is for exclusive use by our client for the specific project noted. This information contained in this document may not be reproduced or distributed, in whole or in part, without the permission of PMG Landscape Architects.
12. SCOPE OF WORK
1. The work of this section shall govern the supply of all equipment, materials and labour necessary for the preparing and placing and compacting Structural Soil Mix on a prepared sub grade.
2. It is the intent that the structural soil mixture will provide the necessary load bearing characteristics for light load hard surface paving areas while allowing and promoting the development of tree roots. The long term goals the protection of healthy, long lived trees while reducing the potential negative implications of large scale root development under hard surface areas.
3. Refer to drawings for location and dimension of structural soil mixture.
4. All other related work as described in the drawings and/or this specification.
13. RELATED WORK
1. Section 0200, Landscape Requirements
2. Section 0210, Landscape Drainage
3. Section 0260, Irrigation System
4. Section 0293, Seeding (Seeding)
5. Section 0260, Planting Trees, Shrubs, and Groundcover
14. RELATED MASTER MUNICIPAL SPECIFICATIONS
1. Contractor to report all conflicts with civil engineering to Landscape Architect
2. Section 0220, Site Grading
3. Section 0223, Excavating, Trenching, and Backfilling
4. Section 0226, Aggregates and Granular Materials
5. Section 0266, Waterworks
6. Section 0271, Storm Sewers
7. Section 0272, Retention and Catch Basins
15. STANDARDS
1. BCSA/BCMA Landscape Standard (most current edition)
2. Canadian System of Soil Classification
16. QUALITY ASSURANCE
1. All structural soil material used in street tree planting shall be from a source approved by the Consultant and all similar materials supplied to the site shall be of similar nature and from a single source. 15 days prior to supplying any nutritive additives, inform the Consultant of proposed source and provide a copy of an analysis undertaken by a recognized testing agency approved by the owner. At the Contractor's expense and indicating the particle size characteristics of the proposed material in written form as laid out in 2.5.1 of this section.
2. All nutritive additives to structural soil material supplied to the site shall be from a source approved by the Consultant and all similar nutritive additives supplied to the site shall be of similar nature and from a single source. 15 days prior to supplying any nutritive additives, inform the Consultant of proposed source and provide a copy of an analysis undertaken by a recognized testing agency approved by the owner. The test report shall quantify and qualify the following characteristics of the proposed nutritive additive:
2.1. Gravel, sand and fines content each as a % of dry weight material
2.2. Organic material content as a percentage of dry weight
2.3. Acidity pH
2.4. Safety in milligrams/cm of 25 degrees C
2.5. Basic fertility (total nitrogen available N, Ca, Mg, P, I)
2.6. Recommendation for incorporation of necessary amendments.
3. Provide and pay for all required testing of materials proposed for use on this project. At the Consultant's discretion, all materials may be re-tested. Contractor will be responsible for costs of re-testing if materials do not meet specification and for correction of the deficiency.
4. Cost of imported materials shall include cost of modifications from source to ensure that these materials meet specifications.
5. Acceptance of material at source does not preclude future rejection if material fails to conform to requirements specified.
6. Confirm completion of subgrade and structural soil by Geotechnical Reports from qualified Geotechnical Engineer.
7. Aggregate Test:
7.1. Provide source and sieve designation of intended aggregate material prior to ordering.
7.2. At the Landscape Architect's discretion, materials may be rejected. Contractor is responsible for costs of testing if sample does meet specification and for correction of any deficiency.
7.3. Submit 25kg sample of stone to Landscape Architect prior to mixing. Sample should be labelled to include source of material submitted.
8. Structural Soil Mix Design
8.1. Prepare sample of structural soil mix with proposed mix ratios for approval by Landscape Architect a minimum of 14 days prior to placement. Notify Landscape Architect minimum 5 days prior to mixing samples.
8.2. Landscape Architect's may request additional samples of Structural Soil mixture to be tested in the event that further refinement of the mixture is necessary.
17. SCHEDULING
1. Obtain approval from Consultant of schedule 14 days in advance of structural soil preparation or delivery of material to site. Co-ordination of the installation of the structural soil mixture is critical. Ensure scheduling has been co-ordinated with all consultants and related contractors.
2. Schedule to include:
2.1. date for commencement of preparation of structural soil at source
2.2. sub grade preparation at site
2.3. shipping dates
2.4. arrival dates on site
2.5. installation dates
3. Schedule work to co-ordinate with installation of any drainage, irrigation, tree grade footings, lighting, paving etc.
4. Complete work to ensure tree planting will occur under optimum conditions
5. Do not handle or place structural soil mix in rain.
18. FIELD REVIEW
1. Start up meeting with Consultant is required to confirm the areas of installation and mixing. If not previously submitted, ensure growing medium sample and test report, aggregate stone sample and structural soil sample and report are supplied at the Start-up Meeting.
2. Co-ordinate site meeting with Consultant at the following times
2.1. drainage installation and connection
2.2. irrigation installation
2.3. mixing of structural soil mixture
2.4. installation of structural soil mixture
2.5. sub grade preparation and layout.
2.6. installation of trees
3. Where materials are installed in phases, it is the contractors responsibility to inform the Consultant of critical installation times for each phase as noted in Section 18.2.
19. SAMPLES
1. Provide 2 kg samples of all materials required for the preparation of structural soil minimum 14 days prior to commencement of installation. Samples of all material shall be submitted with test report from approved testing agency as per section 13.2 and 13.3
19.0. PRODUCT HANDLING
1. All materials used in the composition of structural soil shall not be prepared, worked or handled upon when in a wet or frozen condition.
2. Supply and handle delicately time, fertilizer, stabilizer and other chemical amendments in standard, sealed, waterproof containers with net weight and product analysis clearly marked on exterior of package.
19.1. DELIVERY, STORAGE AND PROTECTION
1. For structural soil prepared at source and delivered to site, deliver all materials to site in such a manner as to prevent damage to or separation of all materials used in the preparation of structural soil.
2. On-site storage of prepared structural soil shall be undertaken in such a manner as to prevent damage or separation of any materials.
3. Structural soils to be installed as soon as practicable after mixing, any structural soils stored overnight whether on-site or at source shall be covered with tarpaulin of material approved by the Consultant until such time as materials installed.
4. All material to be stockpiled shall be protected in accordance WITH B. C. Ministry of Environment guidelines.

PART TWO - PRODUCTS

2.1. GROWING MEDIUM

1. TABLE ONE

1.1. Provide all growing medium required to complete the work.

1.2. Comply with the requirements of Table 1, below

1.3. Organic material in the growing medium must be well decomposed to prevent oxygen consumption caused as a result of decomposition of the organic matter in the soil mixture.

TABLE ONE

PROPERTIES	GROWING MEDIUM FOR GRASS-GRADED PICTURE
TEXTURE: Particle size classes by the Canadian System of Soil Classification	
Gravel greater than 20mm - less than 75mm	0
Sand greater than 0.075mm - less than 2mm	maximum 60%
Silt greater than 0.002 mm - less than 0.075 mm	maximum 30%
Clay less than 0.002mm	maximum 10%
Clay and Silt Combined	maximum 40%
ACIDITY (pH)	6.0 - 7.0
DRAINAGE: Minimum saturated hydraulic conductivity (cm/hr) in place.	3.0
SAFETY: Saturated extract conductivity shall not exceed	3.0 millimhos/cm at 25°C
ORGANIC CONTENT: Percent of Dry Weight (wt)	10% - 15%

2.2. AGGREGATE

1. Clean inert stone of high angularity is preferred over washed gravel.

2. Stone dimension aspect ratio should approach 1:1:1 with a maximum of 2:1:1 length width depth.

3. Single size stone, 15mm clear sieve designation (Blasted Quarry Rock).

4. Aggregate to be used for structural soil shall be free of any foreign elements or material. Provide samples and test reports as described in section 15 and 1.8

5. Aggregate quality: Material shall be sound hard, durable, free from soft, thin, elongated or laminated particles, organic material, clay lumps or material, or other substances that would act in a deleterious manner or use intended.

2.3. SOIL STABILIZER

1. A non-toxic organic binder.

Product: Stabilizer, The Original Natural Binder, as available from Veracore, Aldergrove, BC. 604-407-3602. (Or approved equal)

2.4. GRANULAR BASE

1. To Master Municipal Specification Section 0226, Aggregates and Granular Materials.

2.5. PAVING MATERIALS

1. Refer to architectural drawings.

2.6. FILTER FABRIC

1. Non Woven Filter fabric shall be installed as a separation layer directly above the compacted structural soil mixture. Do not install fabric until adequate compaction of the structural soil mixture has been confirmed.

2. Filter fabric shall be selected and designed to withstand wear and tear during construction without deterioration of its strength and filtering properties. Conforms to the following ASTM designations:

Gravel Tensile Strength ASTM D-4432-4439 M

Tensile Elongation ASTM D-4432 50%

Pulse Burst ASTM D-3709 2700 psi

Flow Rate ASTM D-5414 (10000)

3. Fabric shall be Amec 4345 or approved equivalent.

PART THREE - EXECUTION

3.1. SUBGRADE
1. Excavate sub grade to establish true pit / trench as indicated on contract drawings. Place the structural soil under the paving adjacent to the planting pits, NOT in the planting pits themselves.
2. Areas designated as structural soil free pits for street tree planting shall be prepared to ninety-five percent (95%) Modified Proctor Density and shall be free of stones, debris, root branches, toxic materials, building materials and other deleterious materials to the approval of the civil engineer.
3.2. PREPARATION OF EXISTING GRADE
1. Verify that grades are correct. If discrepancies occur, notify Consultant and do not commence work until directed.
2. Excavate trench to Master Municipal Specification Section 0223, Trenching, Excavation and Compaction allowing for design depth and width of structural soil mix.
2.1. Refer to contract drawings for areas to be treated and to details for dimensions
2.2. Compact to 95% Modified Proctor Density.
2.3. Subgrade elevations shall slope parallel to the finished grades and/or toward the subsurface drain lines as indicated on the civil engineering drawings.
4. Do not proceed with the installation of the structural soil material until all walls, curbs, and utility work in the area has been installed. Structural elements or design features that are dependent on the structural soil mixture for support may be postponed until after the installation of the mixture.
5. Re-compact disturbed subgrade to requirements of master municipal specifications and civil engineering drawings.
3.3. SUB DRAINS
1. Install to requirements of Master Municipal Specifications. Refer to Section 0266, Waterworks, Section 0271, Storm Sewers, and Section 0272, Pathways and Catch Basins
1.1. Install prior to installation of the structural soil mixture.
1.2. Co-ordinate all contract drainage work with other drainage on-site
1.3. Confirm location of storm sewer connections with civil engineer.
3.4. IRRIGATION
1. Install to requirements of Section 0260, Irrigation System. Refer also to Irrigation Drawings.
1.1. Install irrigation main lines in co-ordination with installation of the structural soil. Confirm timing at start-up meeting.
1.2. Co-ordinate all contract irrigation work with other civil engineering and drainage on-site
1.3. Confirm location of irrigation connections with civil engineer.
3.5. MIXING STRUCTURAL SOIL MATERIAL
1. Ensure consistent even distribution of all components by thorough mixing. The ratio of components will vary and may require adjustment to ensure the soil volume is adequate to fill all voids in the stone.
2. Base Ratio of Materials:
- 4 cu metre of aggregate stone section 2.2
- 125 cu metre of Growing Medium section 2.1
- 2 kg Stabiliser section 2.3
- Water as required
- The amount of water required will vary according to moisture present in growing medium.
3. Combine the stone, growing medium and Stabilizer product into a thorough, homogeneous mixture. Moisten mixture with fine spray of clean potable water while mixing to activate Stabilizer product.
3.6. MIXING
1. Do not OVER MIX, OVER HANDLING can result in separation of the growing medium from the stone. Further and final mixing will occur during the placement of the material.
2. All mixing shall be performed on a flat hard, level surface approved by the consultant, using the appropriate soil mixing equipment.
3. Prepare sample Structural Soil Mixes to determine ratio of mix components. Submit sample with test results for approval.

PART THREE - EXECUTION (cont)

3.7. PLACEMENT
1. Subgrade shall be approved by the Consultant prior to placement of the structural soil mixture.
2. Structural soil shall be moist, but not saturated with water when placed. Placement shall be handled to avoid damage to drainage structures, irrigation equipment, concrete structure or pavement.
3. Place Stone mixture in 300mm lifts through entire area of structural soil mixture.
4. Compact each lift of structural soil material with vibrating drum roller to the satisfaction of the civil engineer.
5. Provide Geotechnical Report to confirm compaction. Test to ensure uniform, acceptable compaction rates have been achieved for each lift and in all areas of structural soil mixture. Refer to Quality Assurance, section 15
6. Provide a uniformly firm and level surface allowing for specified depths of root base and / or growing medium to meet finished design grade.
7. Installation of structural soil in the location of the tree is not recommended. Various techniques such as reinforced wood boxes, steel boxes, large diameter PVC pipe, etc. have been employed to allow for sand to be installed at the tree location with the compacted structural soil surrounding the hole. At the time of tree installation, the sand is removed and growing medium law per Section 2.5 used to surround the root ball.
3.8. INSTALLATION OF FILTER FABRIC
1. After approval of structural soil mixture compaction, install Filter Fabric.
2. Ensure minimum 60cm overlap of all fabric seams and beyond edge of structural soil.
3.9. GRANULAR BASE MATERIAL
1. Place minimum 75 mm granular base on top of filter fabric over structural soil layer.
2. Compact granular base to 95% Modified Proctor Density. Compaction must be consistent with other surrounding granular base materials.
3. All areas shall be graded to the contours and elevations indicated on the contract drawings. Ensure positive drainage.
3.10. PROTECTION
1. Protect existing conditions from damage or staining and make good any damage.
2. All damage will be repaired at the expense of the installation contractor.
3.11. TREE PLANTING
1. Remove structural soil or other backfill material (sand, see comments in section 3.7.1) from the full dimensions of the tree grade area (1.2m x 1.2m x depth of root ball).
2. Re-compact all material below root ball to original specified density to prevent settling of the root ball in the hole.
3. Ensure tree is planted in the exact centre of the specified planting station straight and true.
4. Install tree in accordance with BCSEA Landscape Standard. Cut away synthetic root ball tubes, cut back improperly sized wire baskets, pull back burlap from around trunk etc.
5. Backfill with Growing Medium as per Section 2.1. Ensure the same growing medium used in the structural soil mix is installed as backfill material.
6. Place 50mm depth compacted 1/2" then bark mulch over the top of the open tree pit area.
3.12. TREE GRATES
1. Site Furniture and to contract drawings for tree grates, frames and footings.
3.13. ACCEPTANCE
1. Consultant shall inspect structural soil "in place" and determine acceptance of material, and finish grading prior to paving.
2. Finish grade shall be to within 75mm of proposed grades within 30m of any adjacent fixed elevation and to within 75mm of proposed grades over any other 3.0 length. Finish grades shall not be uniformly high or low.
3.14. SURPLUS MATERIAL
1. Remove all excess fill soils and mix stock piles and dispose of all waste materials, trash and debris from the site.
2. Clean up any soil or dirt spilled on any paved surface at the end of each working day.
3. Upon completion of the structural soil mixture installation. Leave area brown-clean. Avoid washing the area until all of the paving has been completed.

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Suite C100 - 4185 Still Creek Drive  
Burnaby, British Columbia V5C 6G9  
p. 604 294-0011 / f. 604 294-0022

SEAL:



14	20 SEP 03	REV PER CITY COMMENTS: OPPOSITE PAVING	BA
15	20 JUL 14	REVISION RECOMMENDATION	BA
17	20 JUN 20	REV PER CITY COMMENTS	BA
11	20 FEB 08	ISSUED FOR TENDER	BA
10	18 DEC 05	ISSUED FOR BP	BA
9	18 NOV 08	ISSUED FOR SET	BA
8	18 NOV 04	50% CD SET	BA
7	18 OCT 03	NEW GROUND FLOOR PLAN	CD
6	18 OCT 03	REVISION	CD
5	18 OCT 03	NEW SITE PLANNING REQUEST	CD
4	18 OCT 03	60% CD SET	BA
3	18 SEP 03	REVISION	BA
1	25 JUL 19	REV PER CITY COMMENTS	BA
	19 JUL 20	50% BP SUBMISSION	CD

NO. DATE REVISION DESCRIPTION DR.

CLIENT:

PROJECT:

PARKWAY  
MIXED USE DEVELOPMENT

1050 PANDORA AVENUE  
VICTORIA, BC

DRAWING TITLE:

STRUCTURAL SOIL  
SPECIFICATION

DATE: 19 JUL 10 DRAWING NUMBER:

SCALE: NTS

DRAWN: BA

DESIGN: BA

CHECK: CHKD:

PMG PROJECT NUMBER: 18240

18240-14.2P

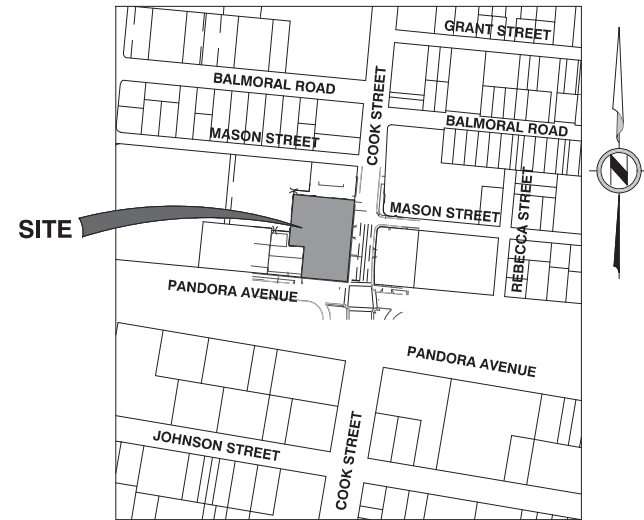
OF 9



# APLIN MARTIN

ENGINEERING ARCHITECTURE PLANNING SURVEYING

Aplin & Martin Consultants Ltd.  
 #104 - 6596 Applercross Road, Nanaimo, BC, Canada V9V 0A4  
 Tel: (778) 841-0484, Fax: (604) 597-9061, Email: general@aplinmartin.com



**SITE LOCATION PLAN**

SCALE 1:2000

## DRAWING INDEX

18-010-01	COVER SHEET
18-010-02	KEY PLAN & GENERAL NOTES
18-010-03	SERVICING & GRADING PLAN
18-010-04	TRUCK TURNING PLAN

## CLIENT:

### DISTRICT GROUP

SUITE 200 - 8809 HEATHER STREET, VANCOUVER, BC V6P 3T1  
 PH. 604-322-5762

**NOT FOR CONSTRUCTION**

## PROJECT:

### PARKWAY - MIXED-USE DEVELOPMENT

1050 PANDORA AVENUE & 1518 COOK STREET, VICTORIA, BC

MUNICIPAL PROJECT No. XXX

APLIN & MARTIN PROJECT No. 18-010





NOT FOR CONSTRUCTION

#### GENERAL

1. ALL WORKS TO BE CONSTRUCTED IN ACCORDANCE WITH THE BRITISH COLUMBIA BUILDING CODE 2018.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE PLATINUM EDITION OF THE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS (MMCD), AND CITY OF VICTORIA BYLAW STANDARDS, UNLESS OTHERWISE NOTED.
3. ANY REVISIONS TO THESE DRAWINGS SHALL BE APPROVED BY THE CITY'S REPRESENTATIVE. CONSTRUCTION SHALL NOT COMMENCE PRIOR TO THE APPROVAL OF THESE DRAWINGS BY THE CITY'S REPRESENTATIVE.
4. THE CONTRACTOR SHALL OBTAIN THE CITY'S PERMIT TO WORK WITHIN THE ROAD ALLOWANCE A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
5. THE CONTRACTOR SHALL SUBMIT PROOF OF CONTRACTOR LIABILITY INSURANCE TO THE CITY'S REPRESENTATIVE AS PER THE CITY'S SPECIFICATIONS.
6. ALL BUILDINGS & ROADS ARE TO BE LOCATED BY COORDINATES AS CALCULATED BY A B.C. LAND SURVEYOR.
7. THE CONTRACTOR MUST CONTACT THE ENGINEER PRIOR TO CONSTRUCTION TO SCHEDULE AN ON-SITE PRE-CONSTRUCTION MEETING DURING WHICH CONSTRUCTION METHODS, TIMING AND INSPECTION WILL BE DISCUSSED.
8. CONTRACTOR TO VERIFY THE LOCATION AND INVERTS OF EXISTING WATER, STORM AND SANITARY CONNECTIONS IN THE VICINITY OF THE SITE. REPORT TO THE ENGINEER ANY DISCREPANCIES PRIOR TO START OF CONSTRUCTION.
9. ALL OR ANY EXISTING UNDERGROUND UTILITIES ARE NOT NECESSARILY SHOWN. EXISTING UNDERGROUND UTILITIES SHALL BE LOCATED AND ALL UTILITY COMPANIES CONTACTED PRIOR TO INSTALLING ANY NEW UNDERGROUND SERVICES.
10. THE CONTRACTOR'S SURVEYOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL LEGAL SURVEY DIMENSIONS SHOWN ON THE DRAWINGS AGREE WITH THOSE ON THE REGISTERED LEGAL SURVEY PLAN. SHOULD THERE BE ANY DISCREPANCIES, THE CONSULTING ENGINEERING FIRM SHALL BE NOTIFIED IMMEDIATELY.
11. WORKSAFE BC SHALL BE NOTIFIED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE REGISTERED WITH WORKSAFE BC AND SHALL SUBMIT PROOF OF REGISTRATION TO THE TOWN'S REPRESENTATIVE. ALL WORK SHALL CONFORM TO ALL APPLICABLE REGULATIONS OF WORKSAFE BC.
12. ALL DIMENSIONS SHALL BE IN METRIC UNLESS OTHERWISE NOTED. METRES SHALL BE EXPRESSED IN DECIMALS, MILLIMETERS IN WHOLE NUMBERS. FIGURED DIMENSIONS SHALL GOVERN OVER SCALED DIMENSIONS.
13. THE CONTRACTOR SHALL PREPARE AND SUBMIT THE FOLLOWING PLANS TO THE CITY'S REPRESENTATIVE FOR REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION COMMENCING:
  - TRAFFIC MANAGEMENT PLAN.
  - EROSION AND SEDIMENT CONTROL PLAN FOR CONSTRUCTION.
  - TREE PRESERVATION PLAN.
14. LEGAL SURVEY MONUMENTS SHALL BE REPLACED BY A B.C. LAND SURVEYOR, TO CITY SPECIFICATIONS, AT THE CONTRACTOR'S EXPENSE IF DESTROYED OR DAMAGED DURING CONSTRUCTION. THIS ALSO PERTAINS TO MONUMENTS THAT REQUIRE RAISING OR RELOCATING. THE CONTRACTOR SHALL NOTIFY THE CITY'S REPRESENTATIVE THREE WORKING DAYS IN ADVANCE OF THE WORK AFFECTING SURVEY MONUMENTS.
15. WHERE A TRENCH IS UNDER OR WITHIN 1.0 METRES OF THE ROADWAY OR DRIVEWAY EDGE, FULL DEPTH GRANULAR BACKFILL SHALL BE USED.
16. AFTER CONSTRUCTION, WORK AREAS AND EXISTING FEATURES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION OR BETTER.
17. ADJUST ALL PROPOSED AND EXISTING APPURTENANCES TO MEET FINAL DESIGN UPGRADES.
18. ALL SURPLUS MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY IN ACCORDANCE WITH ALL APPLICABLE GUIDELINES AND REGULATIONS.
19. THE ENGINEER OF RECORD SHALL SUBMIT AS-CONSTRUCTED DRAWINGS TO THE CITY'S REPRESENTATIVE.
20. THE CONTRACTOR SHALL EMPLOY APPROPRIATE EROSION & SEDIMENT CONTROL MEASURE, APPROVED BY THE CITY'S REPRESENTATIVE TO PREVENT SILT DISCHARGES TO THE STORM DRAINAGE SYSTEM AND WATERCOURSES. REGULAR, ONGOING INSPECTION OF SEDIMENT CONTROL SHALL BE CARRIED OUT TO ENSURE CONTINUOUS PROTECTION.

PROP. SANITARY SEWER ——— S ———  
PROP. STORM SEWER ——— D ———  
PROP. WATER MAIN ——— W ———  
EX. SANITARY SEWER ——— S ———  
EX. STORM SEWER ——— D ———  
EX. WATER MAIN ——— W ———  
EXISTING FENCE ——— X ——— X ——— X ———

#### STORM SEWER

1. DO NOT PLUG OR ABANDON AN EXISTING STORM DRAINAGE CONNECTION WITHOUT WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.
2. ALL STORM SEWER AND BEDDING MATERIALS TO BE IN ACCORDANCE WITH THE PLATINUM EDITION OF THE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS (MMCD) REQUIREMENTS.
3. ALL EXISTING CULVERTS AND STORM DRAIN SYSTEMS THAT ARE TO BE ABANDONED SHALL BE INSPECTED FOR EXISTING STORM SERVICE LEADS. ALL EXISTING LEADS ARE TO BE CONNECTED TO THE NEW STORM SEWER SYSTEM.
4. ALL PIPING AND RELATED APPURTENANCES TO BE INSPECTED AND APPROVED PRIOR TO BACKFILLING OF TRENCH.
5. ALL MANHOLES ARE TO BE A MINIMUM OF 1050mm DIAMETER UNLESS OTHERWISE NOTED.
6. ALL STORM PIPES TO BE PVC SDR35.
7. ALL TYPICAL TRENCH SECTION DETAILS TO FOLLOW MMCD SPECIFICATION DRAWING G4, UNLESS OTHERWISE NOTED BY THE CITY'S REPRESENTATIVE.
8. ALL PAVEMENT RESTORATION TO FOLLOW MMCD SPECIFICATION DWG. G5.
9. THE CONTRACTOR SHALL CONFIRM THE LOCATION AND INVERTS OF EXISTING STORM SEWER CONNECTIONS PRIOR TO CONSTRUCTION.
10. CATCHBASIN RIM ELEVATIONS GIVEN ARE THE ELEVATION OF THE SURFACE INLET.
11. TIE-INS OF PROPOSED MAINS TO EXISTING STORM SEWER MAINS SHALL BE INSPECTED BY CITY'S REPRESENTATIVE.
12. ALL STORM DRAIN SERVICE CONNECTIONS SHALL BE MINIMUM 100mm IN DIAMETER.
13. THE CONTRACTOR SHALL VIDEO INSPECT ALL COMPLETED STORM DRAIN LINES ON PUBLIC AND PRIVATE PROPERTY FOLLOWING COMPLETION OF INSTALLATION. VIDEO REPORTS SHALL BE SUBMITTED TO THE CITY'S REPRESENTATIVE. SHOULD THE VIDEO INDICATE APPARENT DEFICIENCIES, ADDITIONAL TESTING AND/OR REPLACEMENT SHALL BE REQUIRED AT THE DIRECTION OF THE CITY'S REPRESENTATIVE. AT THE CONTRACTOR'S EXPENSE. ALL STORM DRAIN LINES, CATCH BASINS, MANHOLES, ETC., SHALL BE CLEANED THOROUGHLY UPON COMPLETION OF CONSTRUCTION. AT THE END OF THE ONE-YEAR WARRANTY PERIOD, ALL LINES SHALL AGAIN BE VIDEO INSPECTED AND THE RESULTS SUBMITTED TO THE CITY'S REPRESENTATIVE.

#### SANITARY SEWER:

1. ALL SANITARY SEWER MATERIALS SHALL BE IN ACCORDANCE WITH THE PLATINUM EDITION OF THE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS (MMCD), UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL COMPLETE AND SUBMIT THE CITY'S APPLICATION FOR SANITARY SEWER CONNECTION DOCUMENT FOR ALL REQUIRED SANITARY SEWER CONNECTIONS TO THE CITY'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. THE CONTRACTOR SHALL CONFIRM THE LOCATION AND INVERTS OF EXISTING SANITARY SEWER CONNECTIONS PRIOR TO CONSTRUCTION.
4. NEW SEWER LINES TIED INTO EXISTING LINES SHALL BE PLUGGED UNTIL THEY ARE TESTED AND FLUSHED.
5. TIE-INS OF PROPOSED MAINS TO EXISTING SANITARY SEWER MAINS SHALL BE INSPECTED BY CITY'S REPRESENTATIVE.
6. FOR EXISTING PIPES OR SERVICE CONNECTIONS THAT ARE TO BE ABANDONED, THE CONTRACTOR SHALL CAP ENDS AND FILL WITH CDF OR APPROVED ALTERNATIVE, AS DIRECTED BY THE CITY'S REPRESENTATIVE. EVIDENCE OF THIS (SUCH AS WITH PHOTOGRAPHS), SHALL BE PROVIDED TO THE CITY'S REPRESENTATIVE PRIOR TO BACKFILL. THE ABANDONED PIPE SHALL BE NOTED ON THE AS-CONSTRUCTED DRAWING.
7. TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR WITH INSPECTION AUTHORIZED BY THE CITY'S REPRESENTATIVE.
8. THE CONTRACTOR SHALL VIDEO INSPECT ALL COMPLETED SANITARY SEWER LINES ON PUBLIC AND PRIVATE PROPERTY FOLLOWING COMPLETION OF INSTALLATION. VIDEO REPORTS SHALL BE SUBMITTED TO THE CITY'S REPRESENTATIVE. SHOULD THE VIDEO INDICATE APPARENT DEFICIENCIES, ADDITIONAL TESTING AND/OR REPLACEMENT SHALL BE REQUIRED AT THE DIRECTION OF THE CITY'S REPRESENTATIVE. AT THE CONTRACTOR'S EXPENSE. ALL SANITARY SEWER LINES, MANHOLES, ETC., SHALL BE CLEANED THOROUGHLY UPON COMPLETION OF CONSTRUCTION. AT THE END OF THE ONE-YEAR WARRANTY PERIOD ALL LINES SHALL AGAIN BE VIDEO INSPECTED AND THE RESULTS SUBMITTED TO THE CITY'S REPRESENTATIVE.

#### WATER:

1. ALL WATER & BEDDING MATERIALS TO MEET MMCD & BC PLUMBING CODE 2018 REQUIREMENTS.

#### ROADWORKS AND SIDEWALKS:

1. LOOSE OR ORGANIC MATERIALS SHALL BE EXCAVATED FROM ROADWAY.
2. SUB-BASE AND GRANULAR BASE MATERIALS SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY.
3. EXISTING APPURTENANCES SUCH AS VALVE BOXES, MANHOLES, ETC., SHALL BE ADJUSTED TO FINISHED GRADE.
4. THE CONDITIONS FOR PLACING ASPHALT PAVEMENT AND CONCRETE SHALL BE IN ACCORDANCE WITH MMCD SPECIFICATIONS AND STANDARD DETAIL DRAWINGS. APPLICABLE AT THE TIME OF CONSTRUCTION. WEATHER CONDITIONS SHALL ALSO BE IN CONFORMANCE WITH MMCD SPECIFICATIONS. SHOULD DEVIANCES BE ALLOWED FROM THESE SPECIFICATIONS BY THE CITY'S REPRESENTATIVE, THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR THEIR WORKMANSHIP.

#### NOTICE TO CONTRACTOR

IT IS THE RESPONSIBILITY OF THE CONTRACTOR'S SURVEYOR TO VERIFY THAT ALL LEGAL SURVEY DIMENSIONS SHOWN ON THE ENGINEER'S DRAWINGS AGREE WITH THOSE ON THE REGISTERED LEGAL SURVEY PLAN. SHOULD THERE BE ANY DISCREPANCIES, THEN IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.

LEGAL DESCRIPTION: SITE PLAN OF AMENDED LOT 14 (DD 106561.1), LOTS 15 & 16, LOT 2, PLAN VP75915 OF SUBURBAN LOT 13				
B.M. MONUMENT NO. 16-64A ELEVATION: 27.355m				
LOCATED AT COOK STREET & PANDORA AVENUE				
REV. NO.	DESCRIPTION	DR	CH	DATE
04	ISSUED FOR 60% BP SUBMISSION	VG	SL	15-OCT-19
05	ISSUED FOR 90% BP SUBMISSION	VG	SL	06-NOV-19
06	ISSUED FOR 100% BP SUBMISSION	VG	SL	25-NOV-19
07	TREE REMOVED ON COOK STREET	CL	SL	20-MAR-20
08	REVISED FOR REZONING	JP	SL	15-JUL-20

**APLIN MARTIN**  
ENGINEERING ARCHITECTURE PLANNING SURVEYING

Aplin & Martin Consultants Ltd.  
#104 - 6596 Applecross Road, Nanaimo, BC, Canada V9V 0A4  
Tel: (779) 941-0484, Fax: (604) 997-9561, Email: general@aplinmartin.com

CLIENT: **DISTRICT GROUP**  
SUITE 200 - 8809 HEATHER STREET, VANCOUVER, BC V6P 3T1  
PH: 604-322-5762

PROJECT: **PARKWAY - MIXED USE DEVELOPMENT**  
1050 PANDORA AVENUE & 1518 COOK STREET, VICTORIA BC

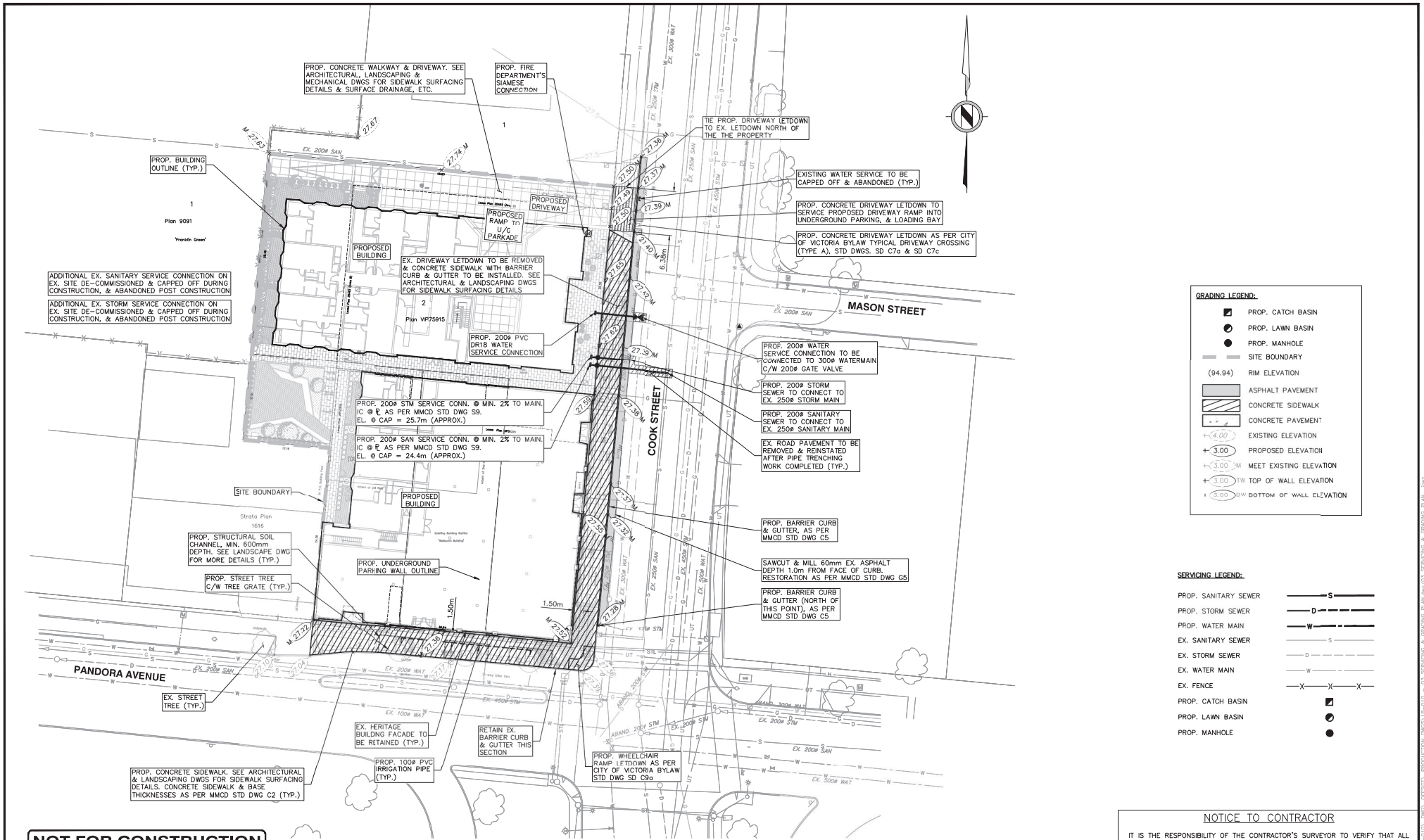


The location of existing underground utilities are shown as an opinion only. The contractor shall determine the exact location of all existing utilities before commencing work, and agrees to be fully responsible for any and all damages which might be incurred by the contractor's operations and all underground utilities.

TITLE: <b>KEY PLAN &amp; GENERAL NOTES</b>		DESIGN: VG CHECK: SL DRAWN: VG/CL APPR: SL	
PROJECT NO. *		A & M FILE: <b>18-010</b>	
DRAWING NO. *		DRAWING DATE: <b>FEBRUARY 2019</b>	
SCALE: 1:500 HORIZ. 1:500 VERT. 1:500		SHEET NO. <b>02 OF 04</b>	
A & M DRAWING NO. <b>18-010-02</b>		REV. <b>08</b>	

0 5 150 25m





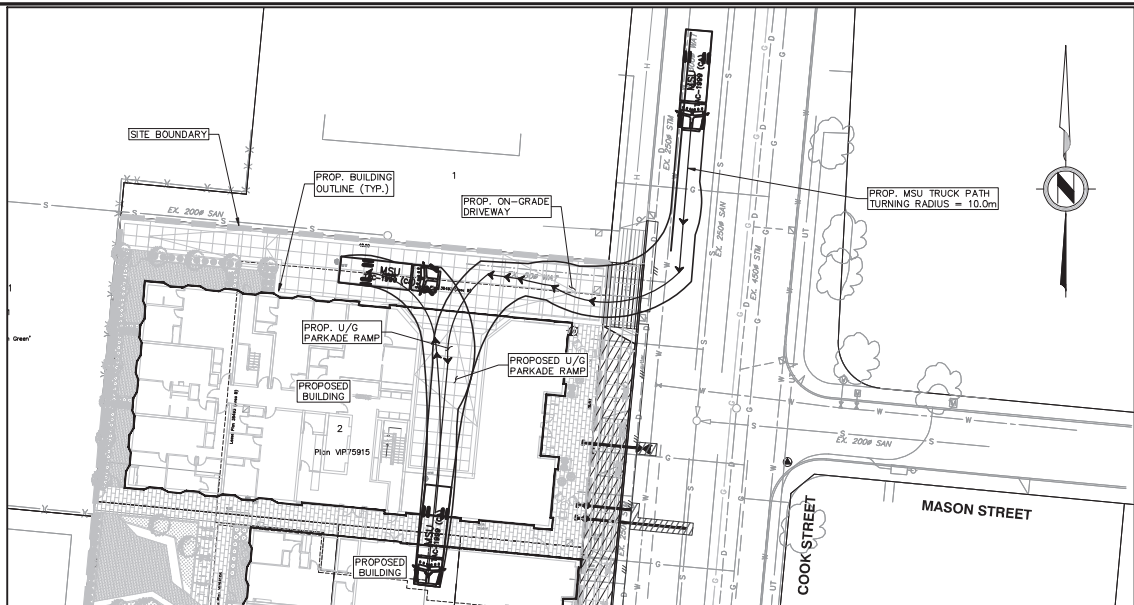
**GRADING LEGEND:**

- PROF. CATCH BASIN
- PROF. LAWN BASIN
- PROF. MANHOLE
- SITE BOUNDARY
- (94.94) RIM ELEVATION
- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE PAVEMENT
- EXISTING ELEVATION
- PROPOSED ELEVATION
- MEET EXISTING ELEVATION
- TOP OF WALL ELEVATION
- DOTTOM OF WALL ELEVATION

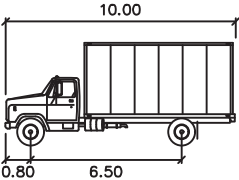
**SERVICING LEGEND:**

- PROF. SANITARY SEWER
- PROF. STORM SEWER
- PROF. WATER MAIN
- EX. SANITARY SEWER
- EX. STORM SEWER
- EX. WATER MAIN
- EX. FENCE
- PROF. CATCH BASIN
- PROF. LAWN BASIN
- PROF. MANHOLE

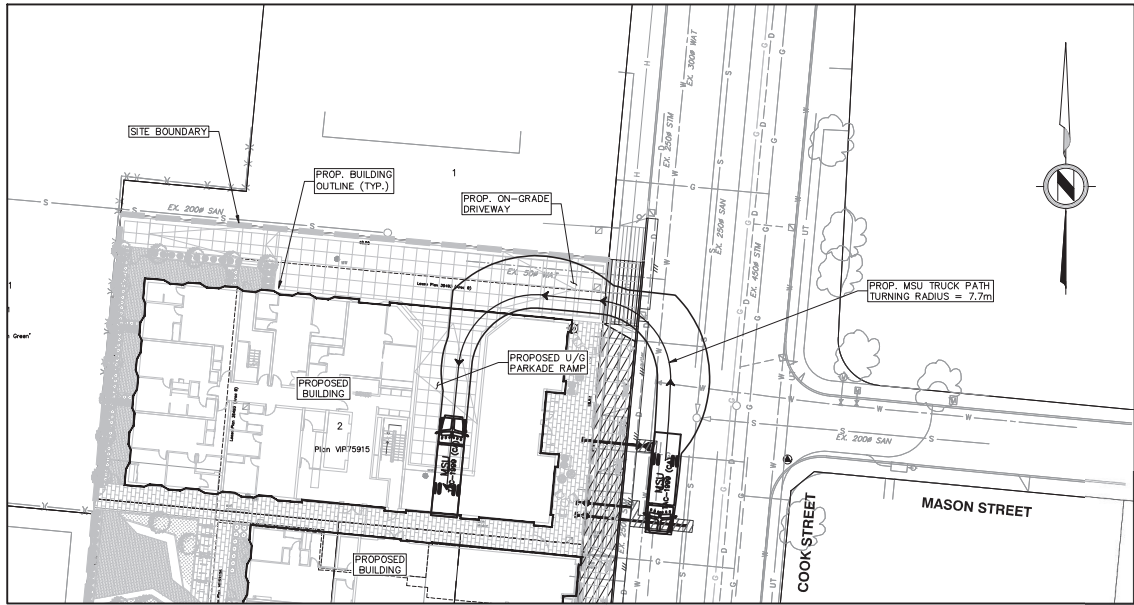
0 2 12m



TURN ROUTE 1 – DIRECT ENTRY



MSU	10.00
	6.50
	0.80
Width	: 2.60
Track	: 2.60
Lock to Lock Time	: 6.0
Steering Angle	: 40.2



TURN ROUTE 1 – BACK-IN ENTRY

**NOT FOR CONSTRUCTION**

NOTICE TO CONTRACTOR

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REV. NO.	DESCRIPTION	DR	CH	DATE
04	ISSUED FOR 60% BP SUBMISSION	VG	SL	15-OCT-19
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08	REVISED FOR REZONING	JP	SL	15-JUL-20

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CLIENT: **DISTRICT GROUP**  
SUITE 200 - 8809 HEATHER STREET, VANCOUVER, BC V6P 3T1  
PH: 604-322-5762

PROJECT: **PARKWAY - MIXED USE DEVELOPMENT**  
1050 PANDORA AVENUE & 1518 COOK STREET, VICTORIA BC



The location of existing underground utilities are shown in an approximate way only & have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work, and agrees to be fully responsible for any and all damages which might be occasioned by the contractor's failure to exactly locate and repair any and all underground utilities.

TITLE: <b>TRUCK TURNING PLAN</b>		DESIGN: VG	CHECK: SL
PROJECT NO. .		DRAWN: VG/CL	APPR: SL
DRAWING NO. .		A & M FILE: <b>18-010</b>	
SCALE: HORIZ. 1:250 VERT. N/A		DRAWING DATE: <b>FEBRUARY 2019</b>	
A & M DRAWING NO. <b>18-010 -04</b>		SHEET NO. <b>04 OF 04</b>	REV. <b>08</b>



NO. 20-007

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to designate the exterior portions of the building as indicated in Schedule A and located at 1050-1058 Pandora Avenue and 1508, 1514 and 1516 Cook Street to be protected heritage property.

Under its statutory powers, including Section 611 of the *Local Government Act*, the Municipal Council of The Corporation of the City of Victoria enacts the following provisions:

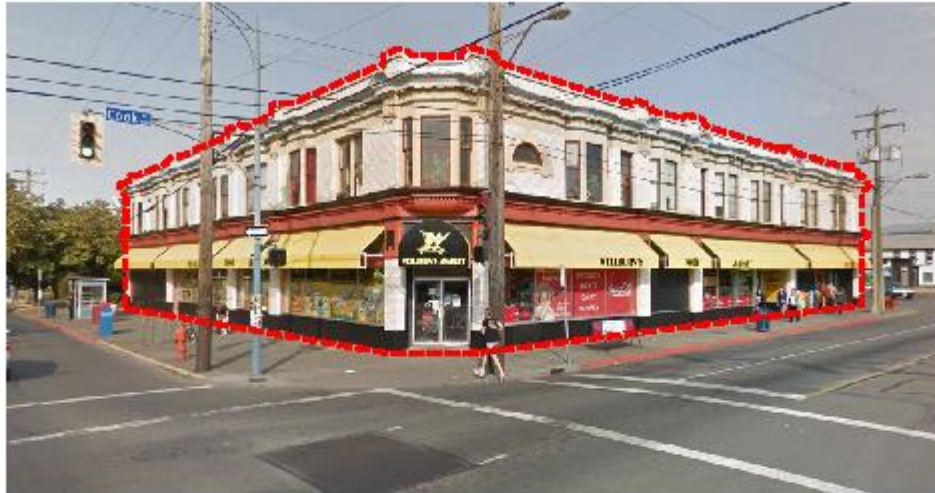
1. This Bylaw may be cited as the “HERITAGE DESIGNATION (1050-1058 PANDORA AVENUE AND 1508, 1514 AND 1516 COOK STREET) BYLAW”.
2. The exterior portions of the building as indicated in the diagram in Schedule A attached to this Bylaw and located at 1050-1058 Pandora Avenue (legally described as PID: 003-782-581 Amended Lot 14 (DD 106561I), Suburban Lot 15, Victoria City) and 1508, 1514 and 1516 Cook Street (legally described as PID: 003-782-561 Lot 15, Suburban Lot 15, Victoria City and PID: 003-782-565 Lot 16, Suburban Lot 15, Victoria City) are designated to be protected heritage property.

READ A FIRST TIME the	day of	2020.
READ A SECOND TIME the	day of	2020.
Public Hearing Held On the	day of	2020.
READ A THIRD TIME the	day of	2020.
ADOPTED on the	day of	2020.

CITY CLERK

MAYOR

**Schedule 'A'**



**South and West Elevations**  
Extent of building subject to designation outlined in red  
Note: Designation excludes awnings and canopies

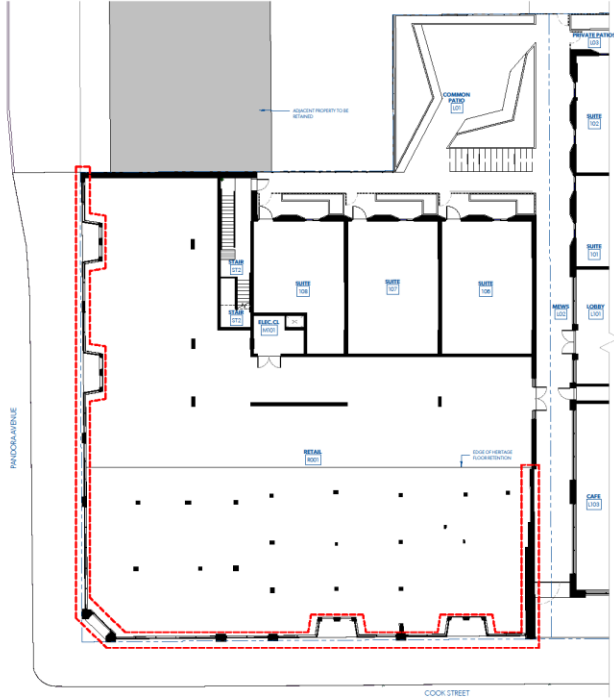


**North (side) elevation**  
Extent of building subject to designation outlined in red  
Note: Designation excludes rooftop lighting and mechanical equipment indicated by the arrows



SCHEDULE 'A'

EXTENT SUBJECT TO HERITAGE DESIGNATION  
MAIN FRONTS OF PANDORA AVENUE AND  
COOK STREET AND HIGHLIGHTED PORTION OF THE  
NORTH WALL



1 LEVEL 1 - HERITAGE DESIGNATION  
AREA 8'52" x 1'10"

EXTENT SUBJECT TO HERITAGE DESIGNATION  
MAIN FRONTS OF PANDORA AVENUE AND  
COOK STREET AND HIGHLIGHTED PORTION OF THE  
NORTH WALL



2 LEVEL 2 - HERITAGE DESIGNATION  
AREA 8'52" x 1'10"

**MGA**  
Michael G. Gosselin Inc.  
1030 W 3rd Ave  
Vancouver, BC  
V6J 1A8  
Phone | 1-800-336-4770



THIS DRAWING IS INTENDED TO BE  
PRINTED IN COLOR  
DRAWING NOT TO BE SCALED

**PARKWAY**  
1050 PANDORA AVE + 1518 COOK ST | VICTORIA, BC  
**BUILDING PERMIT**  
2019-12-12

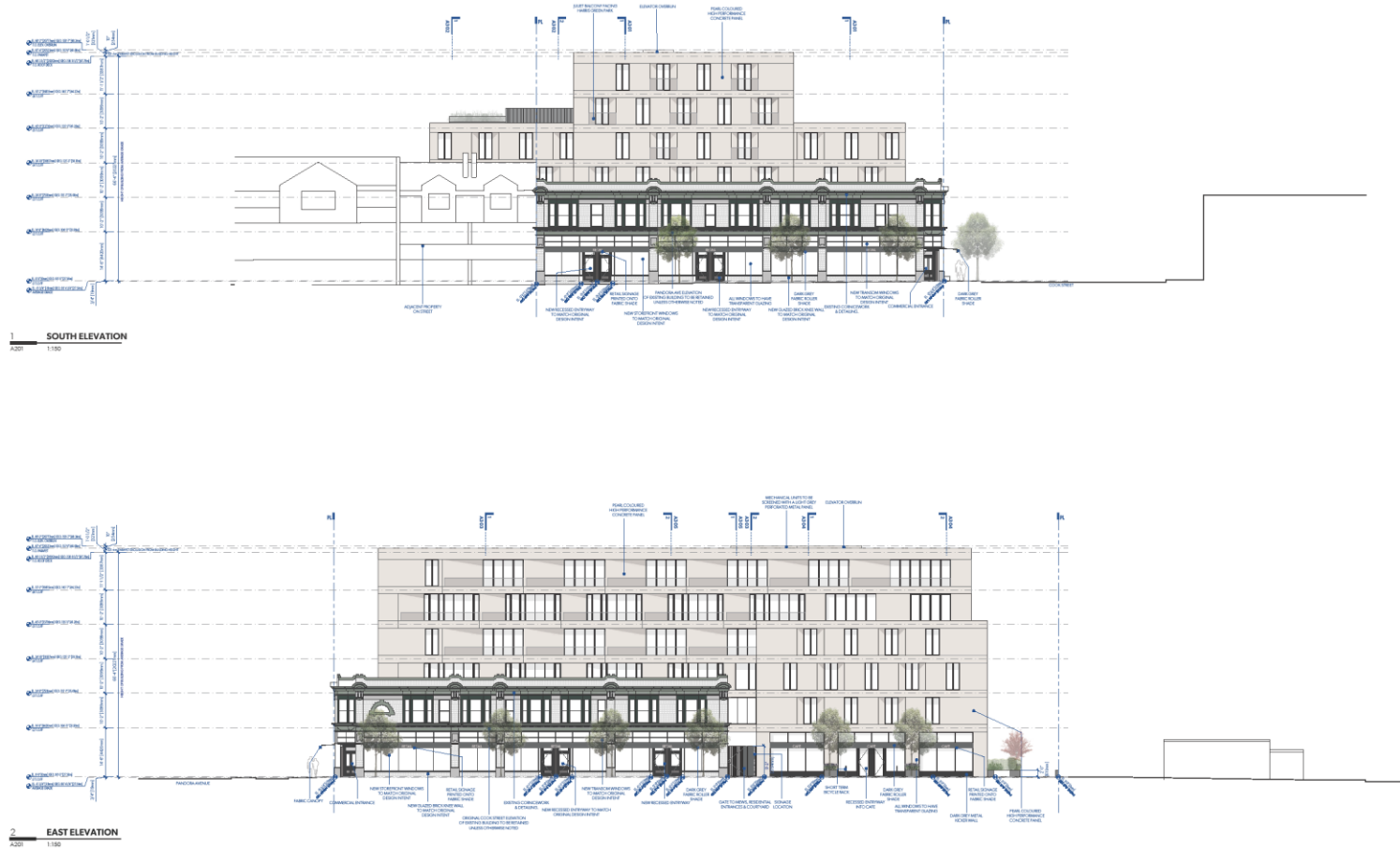
CLIENT  
**DISTRICT**

NOT FOR  
CONSTRUCTION

NO.	DATE	DESCRIPTION
1	01/16/2020	ISSUED
2	01/16/2020 5:30:47 PM	TIME STAMP

HERITAGE  
DESIGNATION  
**HR-001**

## SCHEDULE 'A'



**MGA**  
ARCHITECTS

MATERIALITY



PEARL COLOURED ULTRA-HIGH PERFORMANCE CONCRETE PANEL



TRANSPARENT GLAZING WITH DARK LADY PANELS



EXISTING WHITE GLAZED BRICK



EXISTING BRICKWORK WITH DARK LADY PANELS



EXISTING BRICKWORK WITH DARK LADY PANELS



EXISTING BRICKWORK WITH DARK LADY PANELS

**MICHAEL GREEN ARCHITECTURE**  
1535 W 2ND AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

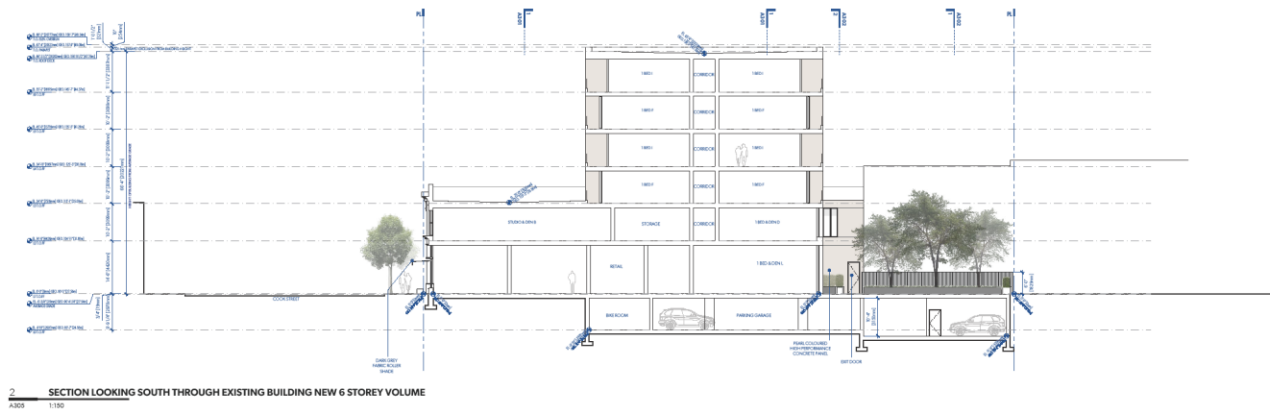
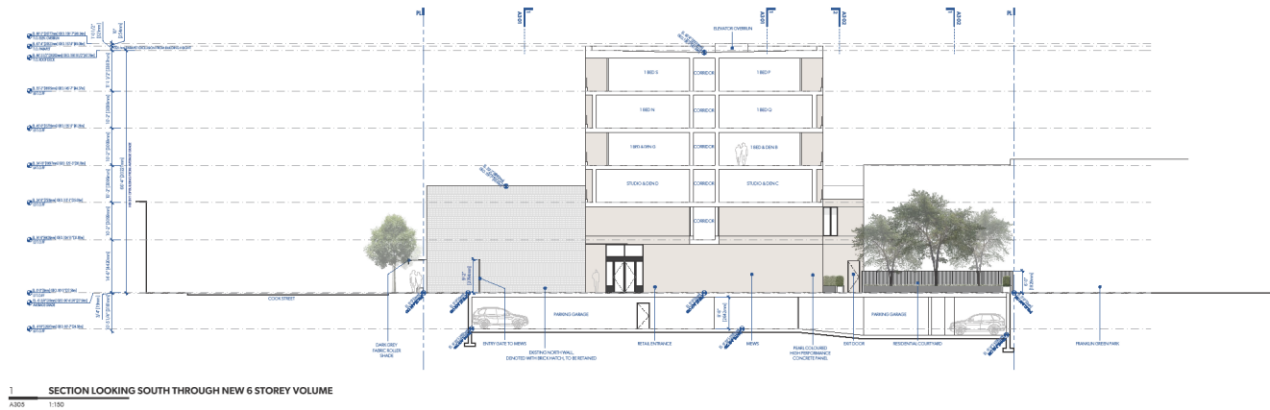
DATE REVISION DESCRIPTION

### PARKWAY

1050 PARKWAY AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A201**  
ELEVATIONS

## SCHEDULE 'A'



**MGA**  
MGA GROUP

MATERIALITY



**MICHAEL GREEN ARCHITECTURE**  
1225 W 3RD AVENUE, VANCOUVER BC  
CANADA V6J 1J8

2019-10-30	△	REVISED FOR REZONING
2019-09-13	△	REVISED FOR REZONING
2019-05-15	△	ISSUED FOR REZONING

DATE REVISION DESCRIPTION

### PARKWAY

1080 PANDORA AVE + 1518 COOK STREET  
VICTORIA, BC  
2018-001

**A305**  
SECTIONS

# A BYLAW OF THE CITY OF VICTORIA

The Council of The Corporation of the City of Victoria enacts the following provisions:

- “4.99 CR-P2, Parkway District”

- |                            |        |      |
|----------------------------|--------|------|
| READ A FIRST TIME the      | day of | 2020 |
| READ A SECOND TIME the     | day of | 2020 |
| Public hearing held on the | day of | 2020 |
| READ A THIRD TIME the      | day of | 2020 |

ADOPTED on the

day of

2020

CITY CLERK

MAYOR

**PART 4.99 – CR-P2 ZONE, PARKWAY DISTRICT****4.99.1 Permitted Uses in this Zone**

The following uses are the only uses permitted in this Zone:

- a. bakeries
- b. club
- c. financial service
- d. high tech
- e. home occupation subject to the regulations in Schedule “D”
- f. multiple dwelling
- g. office, including medical and dental services
- h. personal service
- i. restaurant
- j. retail

**4.99.2 Location of uses**

- a. No residential use is permitted on the first storey within 13m of the wall of a building that abuts a street.
- b. No commercial uses, except for a home occupation, are permitted above the first storey.

**4.99.3 General Regulations**

- a. Within this Zone, all parcels created by the deposit in the Land Title Office of an air space plan will be treated as a single lot for all purposes, and the definition of lot as defined within Schedule A – Definitions, is so amended for this Zone.

**PART 4.99 – CR-P2 ZONE, PARKWAY DISTRICT****4.99.4 Community Amenities**

- a. As a condition of additional density pursuant to Part 4.99.6, the following amenity contributions, as adjusted pursuant to subsection (b), must be provided:
  - i. \$17,800.00 towards the Local Amenity Reserve Fund for the construction of two accessible asphalt pathways in Franklin Green Park and for the purchase and installation of a drinking fountain for the park;
  - ii. \$24,000.00 towards the Tree Reserve Fund for tree planting purposes and enhancing the city's urban forest; and
  - iii. all dwelling units within a multiple dwelling must be secured through a housing agreement as rental in perpetuity prior to the issuance of a building permit.
- b. The amenity contribution in the amount of \$41,800.00 shall be adjusted annually on January 1 commencing the second calendar year following the year Bylaw No. 20-041 is adopted and each year thereafter, by adding to the base contribution an amount calculated by multiplying the base contribution as of the previous January 1 by the annual percentage increase in the CPI for the most recently published 12 month period.
- c. For the purposes of this Part 4.99.4 "CPI" means the all-items Consumer Price Index for Victoria published by Statistics Canada or its successor in function.

**4.99.5 Lot Area**

- a. Lot area (minimum) 2879m<sup>2</sup>

**4.99.6 Floor Space Ratio**

- a. Floor space ratio (maximum) 2:1
- b. Floor space ratio (maximum) where the community amenity has been provided pursuant to Part 4.99.4 2.97:1

**4.99.7 Height, Storeys**

- a. Principal building height (maximum) 21m
- b. Storeys (maximum) 6



**PART 4.99 – CR-P2 ZONE, PARKWAY DISTRICT****4.99.8 Setbacks**

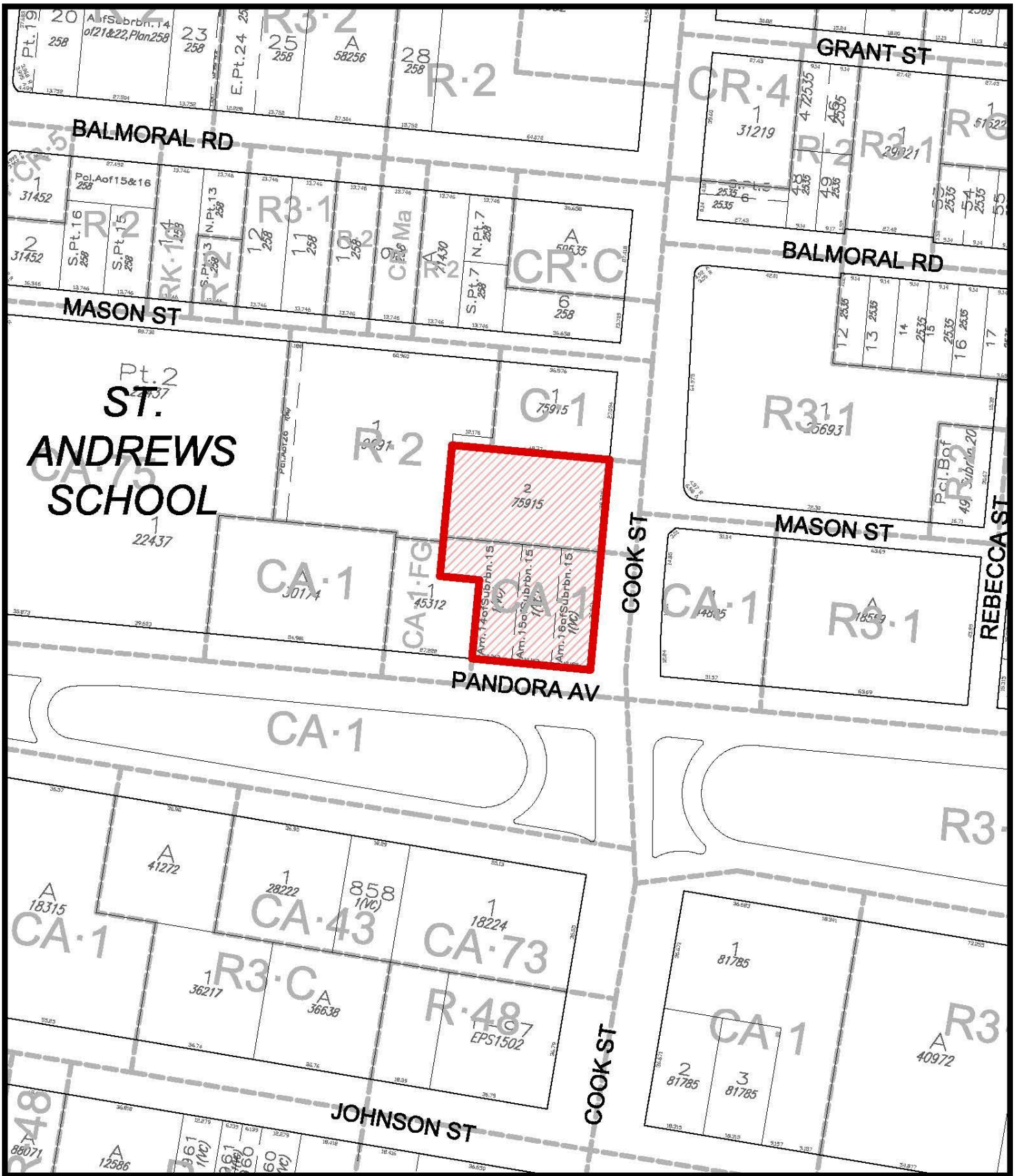
- |   |       |
|---|-------|
| a. Pandora Avenue <u>setback</u> for the first and second <u>storeys</u> (minimum)      | 0m    |
| b. Pandora Avenue <u>setback</u> for the third to sixth <u>storeys</u> (minimum)        | 3.95m |
| c. Cook Street <u>setback</u> for the first and second <u>storeys</u> (minimum)         | 0m    |
| d. Cook Street <u>setback</u> for the third to sixth <u>storeys</u> (minimum)           | 3m    |
| e. Interior <u>lot</u> line (north) (minimum)   | 6m    |
| f. Westerly <u>lot</u> line (minimum)   | 2.96m |
| except for the following:   |       |
| i. that portion of the principal <u>building</u> within 14m of Pandora Avenue (minimum) | 3m    |

**4.99.9 Site Coverage, Open Site Space**

- |                                     |     |
|-------------------------------------|-----|
| a. <u>Site Coverage</u> (maximum)   | 70% |
| b. <u>Open site space</u> (minimum) | 22% |

**4.99.10 Vehicle and Bicycle Parking**

- |   |  |
|---|--|
| a. Vehicle parking (minimum)            | Subject to the regulations in Schedule “C” except as otherwise specified by the regulations in this Part |
| b. Residential parking spaces (minimum) | 33   |
| c. Commercial parking spaces (minimum)  | 5  |
| d. Visitor parking spaces (minimum)     | 4  |
| e. Bicycle parking (minimum)            | Subject to the regulations in Schedule “C”   |



1050-1058 Pandora & 1508-1518 Cook Street  
Rezoning No.00695



**HOUSING AGREEMENT (1050-1058 PANDORA STREET,  
1508, 1514 AND 1516 COOK STREET AND 1518 COOK STREET) BYLAW  
A BYLAW OF THE CITY OF VICTORIA**

**HOUSING AGREEMENT**(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**#1 Centennial Square  
Victoria, B.C. V8W 1P6

(the "City")

AND:

**PANDORA COOK DEVELOPMENT CORP.**200 – 1785 West 4<sup>th</sup> Avenue  
Vancouver, B.C. V6E 2M6

(the "Owner")

AND:

**COASTAL COMMUNITY CREDIT UNION**2350 Labieux Road  
Nanaimo, B.C. V9T 3M6

(the "Existing Chargeholder")

**WHEREAS:**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein;
- B. Under section 483 of the *Local Government Act* (British Columbia) the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- C. The Owner is the registered owner in fee simple of the lands and premises located in the City of Victoria, Province of British Columbia, with the following civic addresses and legal descriptions:
  - (a) 1518 Cook Street, Victoria, B.C.  
PID: 025-763-601, Lot 2 Suburban Lot 15 Victoria City Plan VIP75915;
  - (b) 1508, 1514, 1516 Cook Street and 1050-58 Pandora Avenue, Victoria, B.C.
    - (i) PID: 003-782-581, Amended Lot 14 (DD 106561I), Suburban Lot 15 Victoria City;
    - (ii) PID: 003-782-531, Lot 15, Suburban Lot 15 Victoria City; and
    - (iii) PID: 003-782-565, Lot 16, Suburban Lot 15 Victoria City,

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(collectively, the "**Lands**");

- D. The Owner has applied to the amend the City's Zoning Regulation Bylaw No. 80-159 as it applies to the Lands and for the issuance of a heritage alteration permit (Application No. 0016) and heritage designation (Application No. 000188) in order to re-develop the Lands into a mixed-use development consisting of a four-storey building and a six-storey building with commercial units on the ground floor and purpose-built residential rental above in each building (the "**Development**"); and
- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

# 1. DEFINITIONS

## 1.1 In this Agreement:

- (a) "**Business Day**" means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;
- (b) "**Development**" has the meaning ascribed to such term in Recital D;
- (c) "**Director**" has the meaning ascribed to the term in section 4.1;
- (d) "**Dwelling Units**" means any or all, as the context may require, of the approximately one hundred and five (105) self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "**Dwelling Unit**" means any of such residential dwelling units located on the Lands;
- (e) "**Immediate Family**" includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;
- (f) "**Land Title Office**" means the Land Title Office located in the City of Victoria;
- (g) "**Non-owner**" means a person other than a Related Person or the Owner;
- (h) "**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands or the Development, including a strata lot if the Lands are subdivided by a Strata Plan, and is thereby bound by this Agreement;
- (i) "**Related Person**" includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:
  - (i) a corporation or society;

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- (ii) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society;
- (iii) an Immediate Family of a person to whom paragraph 1.1(i) applies, or
- (iv) an individual, an Immediate Family of the registered or beneficial owner;
- (j) **"Strata Corporation"** means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act* (British Columbia), a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation;
- (k) **"Strata Plan"** means a strata plan filed in respect of the Lands or any subdivided portion thereof pursuant to the *Strata Property Act* (British Columbia); and
- (l) **"Tenancy Agreement"** means a tenancy agreement pursuant to the *Residential Tenancy Act* (British Columbia) that is regulated by that Act.

## 2. DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS

- 2.1 The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing in perpetuity, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

## 3. NO RESTRICTIONS ON RENTALS

- 3.1 The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2 Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a Strata Plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

## 4. REPORTING

- 4.1 The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Development (the **"Director"**), within thirty (30) days of the Director's written request, a report in writing confirming that:
- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
  - (b) all other requirements of this Agreement are being complied with by the Owner and the Development,
- along with such other information as may be requested by the Director from time to time.

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- 4.2 The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 4.3 The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

## 5. NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

- 5.1 Notice of this Agreement (the "**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

## 6. LIABILITY

- 6.1 The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 6.2 The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

## 7. PRIORITY AGREEMENT

- 7.1 The Existing Chargeholder, as the registered holder of a charge by way of a mortgage and an assignment of rents against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA6832870 and CA6832871, respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the *Local Government Act*, this Agreement shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if Notice had been filed prior to the said charges.

## 8. GENERAL PROVISIONS

- 8.1 **NOTICE.** If sent as follows, notice under this Agreement is considered to be received:
  - (a) upon confirmation of delivery by Canada Post if sent by registered mail,
  - (b) on the next Business Day if sent by facsimile (if a fax number is provided below) or email with no notice of failure to deliver being received back by the sender, and

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(c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria  
#1 Centennial Square  
Victoria, B.C. V8W 1P6

Attention: Director of Sustainable Planning and Community  
Development  
Fax: 250-361-0386  
Email: khoese@victoria.ca

and in the case of the Owner, addressed to:

Pandora Cook Development Corp.  
200 – 1785 West 4<sup>th</sup> Avenue  
Vancouver, B.C. V6E 2M6

Attention: Andrew Rennison  
Email: andrewrennison@primexinvestments.com

or upon registration of a Strata Plan, to the Strata Corporation,  
and to the Owner of any Dwelling Unit that is subject to the  
restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

8.2 **TIME.** Time is of the essence of this Agreement.

8.3 **BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

8.4 **WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

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- 8.5 **HEADINGS.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 8.6 **LANGUAGE.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 8.7 **LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.
- 8.8 **EQUITABLE REMEDIES.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement
- 8.9 **CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 8.10 **ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 8.11 **FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 8.12 **AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 8.13 **LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia
- 8.14 **NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 8.15 **SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be

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enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.

- 8.16 **JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 8.17 **COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 8.18 **EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.

*[Remainder of page intentionally left blank. Signature page follows.]*

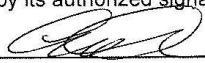
IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year last below written.

**THE CORPORATION OF THE CITY OF  
VICTORIA** by its authorized signatories:

\_\_\_\_\_  
Karen Hoesel, Director of Sustainable Planning  
and Community Development,

Date signed: \_\_\_\_\_, 2020

**PANDORA COOK DEVELOPMENT CORP.**  
by its authorized signatory(ies)

\_\_\_\_\_  


Print Name: Warren Andrew Rennison

Date signed: November 6, 2020

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date signed: \_\_\_\_\_, 2020

**COASTAL COMMUNITY CREDIT UNION**  
by its authorized signatory(ies)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date signed: \_\_\_\_\_, 2020

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date signed: \_\_\_\_\_, 2020

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year last below written.

**THE CORPORATION OF THE CITY OF VICTORIA** by its authorized signatories:

Karen Hoese, Director of Sustainable Planning and Community Development,

Date signed: \_\_\_\_\_, 2020

**PANDORA COOK DEVELOPMENT CORP.**  
by its authorized signatory(ies)


\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date signed: \_\_\_\_\_, 2020

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date signed: \_\_\_\_\_, 2020

**COASTAL COMMUNITY CREDIT UNION**  
by its authorized signatory(ies)

  
Derek Lewis, ABL  
Regional Manager,  
Commercial Services

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date signed: Nov. 9, 2020

  
Dave Boehm, ABL  
Business Relationship Manager  
Nanaimo Business Centre

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date signed: Nov. 9, 2020

**PARKS REGULATION BYLAW, AMENDMENT BYLAW (NO. 11)**

**A BYLAW OF THE CITY OF VICTORIA**

The purpose of this Bylaw is to amend the *Parks Regulation Bylaw* to provide for a buffer between private property and any homeless shelter erected in a park and to temporarily prohibit any sheltering in Centennial Square.

**Contents**

- 1 Title
- 2-3 Amendments
- 4 Commencement

Under its statutory powers, including sections 8(3)(b) and (h), and 62 and 64 of the *Community Charter*, the Council of the Corporation of the City of Victoria in a public meeting assembled enacts the following provisions:

**Title**

- 1 This Bylaw may be cited as the “Parks Regulation Bylaw, Amendment Bylaw (No. 11)”.

**Amendments**

- 2 Bylaw No. 07-059, the Parks Regulation Bylaw, is amended
  - (a) in section 16A(2) by adding a new sub-paragraph (c) immediately after sub-paragraph (b) as follows:

“(c) at any time within 4 metres of a private property line.”
  - (b) by renumbering clauses (xvi) and (xvii) in section 16A(2)(b) as (xvii) and (xviii) and inserting a new clause (xvi) as follows:

“(xvi) Centennial Square,”
- 3 Bylaw No. 20-102, the Parks Regulation Bylaw, Amendment Bylaw (No. 10), is amended by repealing section 3 and replacing it with the following new section 3:
  - “3. (1) Section 16A(2)(b)(xvi) of the Parks Regulation Bylaw is repealed.
  - (2) Section 16B of the Parks Regulation Bylaw is repealed.”

**Commencement**

- 4 This Bylaw comes into force on adoption.

READ A FIRST TIME the                      day of                      2020

READ A SECOND TIME the                      day of                      2020

READ A THIRD TIME the                      day of                      2020

ADOPTED on the                      day of                      2020

CITY CLERK

MAYOR



