H.1 Bylaw for Missing Middle Housing

Council passed the following motion at the July 14, 2022 daytime Council meeting:

> *That Council direct staff to bring amendments to the July 14 evening council meeting to limit the option of the cash in lieu contribution at section 2.3 schedule P to houseplexes.*

Moved By Councillor Isitt
Seconded By Councillor Dubow

That Bylaw No. 22-045, Zoning Regulation Bylaw, Amendment Bylaw (No. 1278) be amended in schedule P by:

a. Deleting section 2.3.a.ii.A;
b. Renumbering clauses B through F in section 2.3.a.ii as clauses A through E;
c. Deleting the period at the end of section 2.3.a.iii and replacing it with "; or";
d. Inserting, immediately after section 2.3.a.iii, the following as the new clause iv:

> "iv. For additional density pursuant to section 2.4.e, a monetary contribution equivalent to $107.64 per square metre of bonus density utilized for the development adjusted pursuant to subsection b. with 70% of the contribution allocated to the Victoria Housing Reserve Fund and 30% of the contribution allocated to the Local Amenities Reserve Fund."; and

a. In section 2.3.b, deleting "a.ii.A" and replacing it with "a.iv".

Council discussed the following:

- *That this does not apply to houseplexes*
- *That the affordable units will be affordable in perpetuity*

CARRIED UNANIMOUSLY

Moved By Councillor Alto
Seconded By Councillor Potts

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

1. Land Use Procedures Bylaw, Amendment Bylaw (No. 17) No. 22-057
2. Affordable Housing Standards Bylaw No. 22-056

Councillor Isitt requested that these items be considered separately:

On the number 1:

FOR (6): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Loveday, Councillor Potts, Councillor Thornton-Joe,
OPPOSED (3): Councillor Dubow, Councillor Isitt, Councillor Young

CARRIED (6 to 3)

DRAFT

On the number 2:

FOR (6): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Loveday, Councillor Potts, Councillor Thornton-Joe,
OPPOSED (3): Councillor Dubow, Councillor Isitt, Councillor Young

CARRIED (6 to 3)

Motion arising:

Moved By Councillor Isitt

That Council direct staff to report back as part of the ongoing review of the Missing Middle Initiative if it proceeds on options for restricting the entitlement to build new single family homes on Missing Middle zoned parcels.

Councillor Young called a Point of Order and the Chair ruled in favour of the Point of Order

Notice of Motion by Councillor Isitt:

That Council direct staff to report back as part of the ongoing review of the Missing Middle Initiative if it proceeds on options for restricting the entitlement to build new single family homes on Missing Middle zoned parcels

Motion arising:

Moved By Councillor Isitt
Seconded By Councillor Young

That Council direct staff to convene a Public Hearing on the Missing Middle bylaws in November 2022 and distribute a mailer to all impacted households with funds from the 2022 contingency.

Council discussed the following:

- *That this initiative began with direction from this Council prior to 2020*

On the motion arising:

FOR (3): Councillor Dubow, Councillor Isitt, Councillor Young
OPPOSED (6): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Loveday, Councillor Potts, Councillor Thornton-Joe

DEFEATED (6 to 3)

Motion arising:

Moved By Councillor Isitt
Seconded By Councillor Dubow

DRAFT

That Council direct staff to convene a Public Hearing on the Missing Middle bylaws in September 22, 2022 and distribute a mailer to all impacted households with funds from the 2022 contingency.

Motion to speak again:

Moved By Councillor Potts
Seconded By Councillor Thornton-Joe

That the Mayor be permitted to speak again

CARRIED UNANIMOUSLY

Council discussed the following:

- *That the public has multiple methods to participate in a public hearing: in-person, remotely, by pre-recorded video, and by written correspondence*

On the motion arising:

FOR (4): Councillor Dubow, Councillor Isitt, Councillor Thornton-Joe, Councillor Young
OPPOSED (5): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Loveday, Councillor Potts

DEFEATED (5 to 4)

Councillor Dubow requested that the vote be recalled

FOR (3): Councillor Isitt, Councillor Thornton-Joe, Councillor Young
OPPOSED (6): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Dubow, Councillor Loveday, Councillor Potts

DEFEATED (6 to 3)

Moved By Councillor Alto
Seconded By Councillor Potts

That Council:

1. Consider the OCP Amendment Bylaw in conjunction with the City of Victoria 2018-2022 Financial Plan, the Capital Regional District Liquid Waste Management Plan, and the Capital Regional District Solid Waste Management Plan pursuant to Section 477(3)(a) of the Local Government Act and deem those plans to be consistent with the proposed bylaw.
2. Refer the Zoning Regulation Amendment Bylaw and OCP Amendment Bylaw for consideration at a public hearing

FOR (6): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Loveday, Councillor Potts, and Councillor Thornton-Joe
OPPOSED (3): Councillor Dubow, Councillor Isitt, and Councillor Young

DRAFT

CARRIED (6 to 3)

Moved By Councillor Alto
Seconded By Councillor Potts

That Council:

1. At the same Council meeting at which the associated OCP Amendment Bylaw and Zoning Regulation Amendment Bylaw are considered for adoption, and after third reading but before fourth reading of said Bylaws, consider approval by resolution of:
   a. the Missing Middle Design Guidelines (2022), and
   b. the Missing Middle Housing Policy (2022), as well as the updated Burnside Neighbourhood Plan (2022), Fairfield Neighbourhood Plan (2022), Gonzales Neighbourhood Plan (2022), James Bay Neighbourhood Plan (2022), Jubilee Neighbourhood Plan (2022), Oaklands Neighbourhood Plan (2022), Rockland Neighbourhood Plan (2022), and the Victoria West Neighbourhood Plan (2022).
   c. the updated Tenant Assistance Policy (2022).
2. Rescind the previous versions of the above-mentioned neighbourhood plans following approval of the respective 2022 versions.
3. Rescind the previous version of the Tenant Assistance Policy following approval of the respective 2022 version.

FOR (6): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Loveday, Councillor Potts, Councillor Thornton-Joe
OPPOSED (3): Councillor Dubow, Councillor Isitt, and Councillor Young

CARRIED (6 to 3)

DRAFT

G. BYLAWS

G.1 Bylaw for Missing Middle Housing

Council received a verbal update from a Community Planner regarding progress on engagement and bylaw development for the Missing Middle Housing Initiative.

Council discussed the following:

- *Mandating affordability for units being sold*
- *Potential for delays to building housing supply due to a referral of Missing Middle Housing*
- *Federal Housing Accelerator fund, and Federal Coop Housing grants which will be available due to the passage of the bylaw*
- *How Missing Middle Housing fits with other City initiatives to diversify housing options in the City*
- *Difficulties members of the public may face in understanding the proposed regulations*
- *Economic impacts of removing cash-in-lieu of amenities for MMHI applications*
- *Changes in viability of different housing forms should the cash contribution option be altered or deleted*

Moved By Mayor Helps
Seconded By Councillor Alto

That the following bylaw **be given first and second readings:**

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1278) No. 22-045
2. Official Community Plan Bylaw, 2012, Amendment Bylaw (No. 42) No. 22-044

Amendment:

Moved By Councillor Isitt
Seconded By Councillor Dubow

That Schedule P of Bylaw 22-045 be amended by deleting section 2.3. Community Amenities subsection a(ii)(A).

Motion to postpone:

Moved By Councillor Isitt
Seconded By Councillor Dubow

That the amendment be postponed.

CARRIED UNANIMOUSLY

Motion to postpone:

DRAFT

Moved By Mayor Helps
Seconded By Councillor Isitt

That first and second reading of the following motion be momentarily postponed:

That the following bylaw **be given first and second readings:**
1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1278) No. 22-045
2. Official Community Plan Bylaw, 2012, Amendment Bylaw (No. 42) No. 22-044

CARRIED UNANIMOUSLY

Motion arising:

Moved By Councillor Isitt
Seconded By Councillor Dubow

That Council direct staff to bring amendments to the July 14 evening council meeting to limit the option of the cash in lieu contribution at Section 2.3 of Schedule P to houseplexes.

CARRIED UNANIMOUSLY

Motion to lift from the table:

Moved By Mayor Helps
Seconded by Councillor Isitt

That the main motion be lifted from the table for consideration.

CARRIED UNANIMOUSLY

Motion to lift from the table:

Moved By Councillor Isitt
Seconded By Councillor Dubow

That the following motion be lifted from the table for consideration:
That schedule P of Bylaw 22-045 is amended by deleting section 2.3. Community Amenities subsection a(ii)(A).

FOR (2): Councillor Dubow, Councillor Isitt,
OPPOSED (7): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Loveday, Councillor Potts, Councillor Thornton-Joe, and Councillor Young

DEFEATED (2 TO 7)

Amendment:

Moved By Councillor Isitt

That Schedule P of Bylaw 22-045 be amended by amending section 2.3. Community Amenities subsection a(ii)(A) to change the per square meter amount from $107.64 to $215.68.

.

Failed to proceed due to no seconder.

On the main motion:

That the following bylaw **be given first and second readings:**

3. Zoning Regulation Bylaw, Amendment Bylaw (No. 1278) No. 22-045
4. Official Community Plan Bylaw, 2012, Amendment Bylaw (No. 42) No. 22-044

FOR (5): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Loveday, and Councillor Potts
OPPOSED (4): Councillor Dubow, Councillor Isitt, Councillor Thornton-Joe, and Councillor Young

CARRIED (5 to 4)

DRAFT

Council Report
For the Meeting of July 14, 2022

To: Council **Date:** June 28, 2022

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

Subject: **Missing Middle Housing Initiative Bylaw Amendments**

RECOMMENDATION

That Council:

1. Give first and second readings to *Zoning Regulation Amendment Bylaw 22-045*.
2. Give first, second and third readings to *Land Use Procedures Amendment Bylaw 22-057*.
3. Give first, second and third readings to *Affordable Housing Standards Bylaw 22-056*.
4. Give first and second readings to *Official Community Plan Amendment Bylaw 22-044* (the **"**OCP Amendment Bylaw").
5. Consider the OCP Amendment Bylaw in conjunction with the *City of Victoria 2018-2022 Financial Plan*, the *Capital Regional District Liquid Waste Management Plan,* and the *Capital Regional District Solid Waste Management Plan* pursuant to Section 477(3)(a) of the *Local Government Act* and deem those plans to be consistent with the proposed bylaw.
6. Refer the Zoning Regulation Amendment Bylaw and OCP Amendment Bylaw for consideration at a public hearing.
7. At the same Council meeting at which the associated OCP Amendment Bylaw and Zoning Regulation Amendment Bylaw are considered for adoption, and after third reading but before fourth reading of said Bylaws, consider approval by resolution of:
    a. the *Missing Middle Design Guidelines (2022)*, and
    b. the *Missing Middle Housing Policy (2022),* as well as the updated *Burnside Neighbourhood Plan (2022)*, *Fairfield Neighbourhood Plan (2022)*, *Gonzales Neighbourhood Plan (2022)*, *James Bay Neighbourhood Plan (2022)*, *Jubilee Neighbourhood Plan (2022)*, *Oaklands Neighbourhood Plan (2022)*, *Rockland Neighbourhood Plan (2022)*, and the *Victoria West Neighbourhood Plan (2022)*.
    c. The updated *Tenant Assistance Policy (2022).*
8. Rescind the previous versions of the above-mentioned neighbourhood plans following approval of the respective 2022 versions.
9. Rescind the previous version of the *Tenant Assistance Policy* following approval of the respective 2022 version.

BACKGROUND

The following proposed bylaws are provided for Council's consideration:

- Zoning Regulation Amendment Bylaw No. 22-045 (Attachment A)
- Land Use Procedures Amendment Bylaw No. 22-057 (Attachment B)
- Affordable Housing Standards Bylaw No. 22-056 (Attachment C)
- Official Community Plan Amendment Bylaw No. 22-044 (Attachment D)

A blackline consolidated Land Use Procedures Bylaw is also included with this report (Attachment E) to serve as a reference for how the amended Land Use Procedures Bylaw would differ from the current version.

The issue came before Council on June 9, 2022 where the following resolution was approved:

Missing Middle Housing Engagement and Next Steps

1. That Council direct staff to:
    a. Prepare bylaws to amend:
        i. The Zoning Regulation Bylaw to permit houseplexes, corner townhouses, heritage conserving infill, and accessory uses, as described within this report.
        ii. The Zoning Regulation Bylaw to establish land dedication requirements to support mobility and urban forest objectives, as incentivised by the density bonus structure of proposed zoning for missing middle housing forms.
        iii. The Land Use Procedures Bylaw to delegate development permit approvals to staff for cases where proposed missing middle housing is permitted in zoning, development applications are consistent with the Missing Middle Design Guidelines, and no zoning variances are requested. Also, to establish delegated development permit application fees of $5,000 for projects with 6 or fewer dwelling units, and $8,000 for projects with 7 to 12 units.
        iv. The Land Use Procedure Bylaw to provide for a refund of $5,000 of development permit application fee related to a missing middle project where the applicant submits and complies with a tenant assistance plan consistent with the Tenant Assistance Policy.
    b. Prepare an Affordable Housing Standards Bylaw to establish income limits for households qualified to purchase a Below Market Home Ownership unit and a definition of affordable rental housing.
    c. Bring forward the above-mentioned bylaws and the OCP Amendment Bylaw for first and second reading.
    d. Monitor the impact of any missing middle zoning changes against the achievement of objectives summarized in the Missing Middle Housing Policy, Including options for prioritizing new co-operative housing, non-profit housing and public housing in the eligibility requirements for increased zoning entitlements arising from the proposed Missing Middle amendments, loss of units that fall into the definition of affordable in the City of Victoria number of displacements and number of tenant assistance policies and report back to Council with any recommended process, regulatory, and policy improvements in two years or earlier if significant unintended effects become more immediately apparent or market conditions change significantly.

e. Monitor resourcing implications and report back to Council on any further resourcing implications as part the 2023 budget planning process. Report back sooner with resource implications if a high volume of applications is received.

f. Amend the Tenant Assistance Policy to provide for appropriate measures to assist tenants displaced as a result of a missing middle project.

2. That Council consider approval of the Missing Middle Housing Policy and the updated versions of the Burnside Neighbourhood Plan, Fairfield Neighbourhood Plan, Gonzales Neighbourhood Plan, James Bay Neighbourhood Plan, Jubilee Neighbourhood Plan, Oaklands Neighbourhood Plan, Rockland Neighbourhood Plan, and Victoria West Neighbourhood Plan at the same Council meeting at which the above bylaw amendments are considered.
3. That upon approval of the Missing Middle Housing Policy and updated versions of neighbourhood plans, Council rescinds the previous versions of said neighbourhood plans.
4. Revise the fee to $10,000 for buildings of 6 units and less and $13,000 for buildings of 7 units or more.
5. *That Council direct staff to hold an information session for the public on July 12th give bylaw readings on July 14th and schedule a Public Hearing for Aug 4th and that Council authorize an expenditure of up to $25,000 if necessary, from the 2022 contingency budget.*

ISSUES AND DISCUSSION

Some notable aspects of the bylaw amendments are highlighted in this report due to their difference from approaches outlined at the May 5, 2022 Committee of the Whole Meeting following further analysis during bylaw preparation. These changes are described below.

Missing Middle Zoning Limited to the Traditional Residential Designation

The broad intent of the Missing Middle Housing Initiative is to implement the *Official Community Plan* (OCP), namely the envisioned forms and uses in the OCP's Traditional Residential Urban Place Designation. The proposed city-initiated zoning supports those envisioned forms (Missing Middle forms) in the four most common low-density residential zones in city (R1-A, R1-B, R1-G, R-2). However, these zones are also found in areas outside of Traditional Residential, where the OCP envisions other important forms and uses, including medium and higher density residential and mixed uses.

To avoid unintended consequences of enabling missing middle forms where other uses are envisioned by different Urban Place Designations in the OCP, the Zoning Regulation Amendment Bylaw ties Missing Middle regulations to the OCP's Traditional Residential Urban Place Designation. This means a property must be in one of the four common zones noted above **and** have the Traditional Residential Designation in the OCP to receive Missing Middle zoning regulations.

This conditionality of zoning regulations on the Traditional Residential Designation is highlighted through this report because it was not explicitly noted in the approach outlined at the May 5, 2022 Committee of the Whole meeting. One implication of this approach is that when OCP designations change, as they are expected to through local area planning, the extent of properties with Missing Middle zoning permissions would also change. This implication illustrates how important it will be to consider zoning changes after land use changes are approved to support envisioned uses.

Exclusion of Gorge Waterfront Properties

One additional exclusion of properties from missing middle zoning permissions that was not outlined

during the May 5, 2022 Committee of the Whole meeting relates to waterfront properties in the Gorge Waterway. Due to their location along this waterfront, the existence of specific related policies in the OCP, and their inclusion within Development Permit Area 8: Victoria Arm – Gorge Waterway (designated for protection of the natural environment, its ecosystems and biological diversity), these properties are unique and require special considerations best facilitataed through a rezoning process.

Open Space Requirements

The Zoning Regulation Amendment Bylaw specifies a 45% minimum open space requirement for houseplexes and corner townhouses. This differs from the 40% minimum open site space requirement outlined in the May 5, 2022 Committee of the Whole report. This change is a result of an opportunity identified during bylaw drafting for the regulation to better reflect the underlying objectives to prioritize usable outdoor space and the continued growth of the urban forest by preventing excessive paving of back yards for vehicle parking.

Heritage Conserving Infill Setbacks

The approach to setbacks for the heritage conserving infill use, as outlined in the May 5th Committee of the Whole report, provided for a 2m side or rear setback except where a building face includes windows into a habitable room (i.e., rooms that are not a hallway, bathroom, storage, or kitchen). Instead, the Zoning Regulation Amendment Bylaw specifies a 5m setback required for the rear yard and one side yard, with the other side yard setback required to be 2m. Combined with direction regarding window placement, provided through the Missing Middle Design Guidelines, this approach provides greater certainty of the underlying objectives pertaining to infill building orientation and mitigation of overlook.

Missing Middle Design Guidelines

An updated version of the Missing Middle Design Guidelines is also attached to this report (Attachment H). The design guidelines differ from the version attached to the May 5th Committee of the Whole Report due to some restructuring and additional text to make the document easier to navigate and interpret – particularly to create standalone sections in the document where the guidance pertaining to specific typologies is consolidated, leaving the first part of the document to consistently focus on guidelines with general application to all forms of missing middle housing. This document would come into force through the changes to Development Permit Area 15F proposed as part of the OCP Amendment Bylaw.

CONCLUSION

Aside from the differences noted above, the draft bylaws attached to this report for Council's consideration have been prepared consistent with the direction provided through the June 9, 2022 Council motion.

Respectfully submitted,

Malcolm MacLean
Community Planner
Community Planning Division

Karen Hoese, Director
Sustainable Planning and
Community Development Department

Report accepted and recommended by the City Manager.

List of Attachments

- Attachment A: Zoning Regulation Amendment Bylaw No. 22-045
- Attachment B: Land Use Procedures Amendment Bylaw No. 22-057
- Attachment C: Affordable Housing Standards Bylaw No. 22-056
- Attachment D: Official Community Plan Amendment Bylaw No. 22-044
- Attachment E: Blackline consolidated Land Use Procedures Bylaw
- Attachment F: Missing Middle Design Guidelines

NO. 22-045

ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1278)
A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to amend the Zoning Regulation Bylaw to encourage the development of "missing middle" housing forms in specific single family dwelling zones and two family dwelling zones.

Contents

1 Title
2 Zoning Regulation Bylaw Amendments
3 Effective Date

Pursuant to its statutory powers, including sections 479(1)(c), 482, 523(2), 525 and 527 of the *Local Government Act,* the Council of The Corporation of the City of Victoria in an open meeting assembled enacts the following provisions:

Title

1 This Bylaw may be cited as the "ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1278)".

Zoning Regulation Bylaw Amendments

2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended as follows:

(a) by inserting the following new section 49 immediately after section 48:

"49. (1) Notwithstanding any other provision of this Bylaw, but subject to subsection (2), in addition to the uses expressly permitted in their zones, the uses authorized in Schedule "P" are, subject to the regulations in Schedule "P", permitted on lots that have a Traditional Residential Urban Place Designation in the *Official Community Plan Bylaw, 2012* and are in any of the following zones:

(a) R1-A Zone, Rockland Single Family Dwelling District;

(b) R1-B Zone, Single Family Dwelling District;

(c) R1-G Zone, Gonzales Single Family Dwelling District; and

(d) R-2 Zone, Two Family Dwelling District.

(2) Subsection (1) does not apply to any lot that

(a) contains a building or other structure that, prior to August 4, 2022, has been

(i) designated as heritage under section 611 of the *Local Government Act*; or

(ii) subject to a restrictive covenant to protect any heritage feature,

(b) is located in one of the following heritage conservation areas:

(i) DPA 1 (HC): Core Historic;

(ii) DPA 2 (HC): Core Business;

(iii) DPA 3 (HC): Core Mixed-Use Residential;

(iv) DPA 6B (HC): Small Urban Villages Heritage;

(v) DPA 7B (HC): Corridors Heritage;

(vi) DPA 9 (HC): Inner Harbour;

(vii) DPA 10B (HC): Rock Bay Heritage;

(viii) DPA 12 (HC): Legislative Precinct;

(ix) HCA 1: Traditional Residential; or

(x) HCA 2: Robert Street Heritage Conservation Area,

(c) is a panhandle lot, or

(d) is a waterfront lot on the Gorge Waterway.

(3) If a use authorized in Schedule "P" is also a permitted use under the applicable zone, then, subject to subsections (4) and (5), regulations in:

(a) Schedule "P" apply to the lot if a building is constructed on the lot for that use after August 4, 2022; and

(b) the respective zone applies to the lot in all other circumstances.

(4) If the "heritage conserving infill" pursuant to Schedule "P" entails an addition to a heritage registered building, the entire structure must comply with Schedule "P", rather than the respective zone or Schedule "G".

(5) If a building that is

(a) subject to Schedule "G", and

(b) located on a lot to which Schedule "P" applies,

is modified such that it is a "corner townhouse" or "houseplex" in accordance with Schedule "P", then the entire structure must comply with Schedule "P", rather than the respective zone or Schedule "G".

(6) For clarity for the purposes of subsection (3), an attached dwelling that is

(a) located on a lot to which Schedule "P" applies,

(b) constructed after August 4, 2022, and

(c) a "corner townhouse" or a "houseplex" as defined by Schedule "P",

is deemed to be a "corner townhouse" or a "houseplex", as applicable.";

(b) in Schedule "B" – Table of Contents, the following is inserted, immediately after "Schedule O Maximum Floor Space Ratio for Affordable Housing Development":

"**Schedule P Missing Middle Regulations**

Schedule Q Highway Dedication Amenity Requirements

Schedule R Legal Agreements"; and

(c) immediately after Schedule O, the new Schedules P, Q, and R attached to this Bylaw as Schedules 1, 2, and 3 are added.

Effective Date

3 This Bylaw comes into force 45 days after the date of adoption.

READ A FIRST TIME the	day of	2022
READ A SECOND TIME the	day of	2022
Public hearing held on the	day of	2022
READ A THIRD TIME the	day of	2022
ADOPTED on the	day of	2022

CITY CLERK MAYOR

SCHEDULE P – MISSING MIDDLE REGULATIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Schedule:

a. “adaptable dwelling unit” means a dwelling unit constructed to comply with subsection 3.8.5 - Adaptable Dwelling Units - in the *British Columbia Building Code.*

b. "affordable housing cooperative” means a housing development that is subject to a legal agreement securing affordability for a minimum period of 60 years and is either wholly owned and operated by a housing cooperative meeting the below requirements, or operated by a housing cooperative that meets the below requirements and operates the development pursuant to a legally binding arrangement with the property owner:

i. the housing cooperative must:

A. be a housing cooperative pursuant to the *Cooperative Association Act*,

B. have purposes including the provision of affordable housing to low- or moderate- income households, and

C. have constating documents preventing the remuneration of directors and providing for the disposition of assets on dissolution or wind-up to an organization with similar purposes and restrictions.

c. “Affordable Standards Bylaw” means the Affordable Housing Standards Bylaw, No. 22-056.

d. “affordable rental housing unit” means a dwelling unit for which rental tenure and the following are secured through an agreement:

i. if the agreement is with the City or the Capital Regional District, rent rates and household income limits no higher than those specified for median income affordability targets in the Affordable Standards Bylaw, in perpetuity, or

ii. if the agreement is with BC Housing or Canada Mortgage and Housing Corporation, rent rates and household income limits no higher than those specified for those organizations in the Affordable Standards Bylaw, for the greater of 60 years or the life of the building.

e. “below-market homeownership unit” means a dwelling unit with a floor area, of all floor levels combined, of no less than 60 m^2 subject to a registered agreement with a non-profit organization, government agency or local government that ensures the dwelling unit will be sold at a minimum of 10% below fair market value to purchasers that meet specified below-market homeownership income limits in the Affordable Standards Bylaw.

f. “car share organization” means an entity registered in British Columbia whose principal objective is to provide its members, for a fee, with a car-sharing service by which such members have self-serve access to a fleet of at least ten shared vehicles in Victoria that they may reserve for use on an hourly or other basis, but does not include rental vehicle organizations.

g. “car share vehicle” means a four-wheeled automobile, van or pick-up truck that is managed by a car share organization, and used exclusively for the car share organization’s car-sharing service.

h. "City lane” has the same meaning as under the *Streets and Traffic Bylaw*.

i. “corner townhouse” means a building on a corner lot having no less than three self-contained dwelling units, each dwelling unit having direct access to the outside for ingress and egress.

j. “heritage conserving infill” means:

   i. one or more single family dwellings, duplexes, or houseplexes that are on a lot with a heritage registered building that is used for residential purposes, and

   ii. an addition to a heritage registered building that results in a duplex, houseplex, or corner townhouse.

k. “heritage registered building” means a building that is on the register of heritage properties pursuant to section 598 of the *Local Government Act.*

l. “houseplex” means a building having no less than three and no more than six self-contained dwelling units, with at least half of the total dwelling units having direct access to the outside for ingress and egress, and does not include a corner townhouse.

m. “one-way car share service” means a car share organization that allows its members to begin and end their rental periods at any lawful and authorized space within the operating area of the car share organization.

n. “secondary dwelling unit” means a self-contained dwelling unit that:

   i. considering all floors combined, has a floor area that is less than the floor area of the principal dwelling unit,

   ii. has both direct access to the outside for ingress and egress, and internal access to the principal dwelling unit,

   iii. together with the principal dwelling unit occupies a single parcel under the *Land Title Act*.

o. “two-way car share service” means a car share organization that has fixed or dedicated parking spaces, and its members are required to begin and end each rental period at the same parking space.

1.2 Where there is a percentage or decimal calculation in section 2.1.b., 2.3.a.ii.B., 6.1, or 6.2 in this Schedule, if the product of the calculation results in any decimal value equal to or over 0.50, it shall be rounded up to the nearest integer, and all lower values are rounded down to the nearest integer.

1.3 For the purposes of this Schedule, where it is specified that "all dwelling units are secured as rental in perpetuity", one dwelling unit may be excluded from this requirement and the unit may be owner occupied.

1.4 Notwithstanding the definitions contained in Schedule "A":

a. With respect to the definition of "area", for the purposes of calculation of total floor area and floor space ratio, the area of any exterior hallway and exterior staircase shall be included within the area of the floor.

b. With respect to the definitions of "area" and "lot", for the purposes of calculation of floor space ratio, where land that has been dedicated from a lot for public highway pursuant to section 2.3.a.i., such dedicated land shall be included within the area of the lot.

c. With respect to the definitions of "open site space" and "lot", for the purposes of calculation of open site space, where land that has been dedicated from a lot for public highway pursuant to section 2.3.a.i., such dedicated land shall be included within the open site space of the lot.

d. Subsections b. and c. do not apply if the lot is not used for residential purposes or has been subdivided to create a new lot after the highway dedication pursuant to section 2.3.a.i.

2.0 GENERAL REGULATIONS

The following regulations apply to all uses in Schedule P:

2.1 Permitted Uses

a. The following uses are permitted on the lots to which this Schedule applies:

i. heritage conserving infill

ii. secondary dwelling unit

iii. accessory building, subject to the regulations in Schedule "F"

iv. the uses created as a result of a house conversion, subject to the regulations in Schedule "G"

v. houseplex, provided that the conditions in subsection b. have been met

vi. corner townhouse, provided that the conditions in subsection b. have been met

b. Notwithstanding subsection a., houseplex and corner townhouse are permitted only if the lot contains all of the following:

i. at least one adaptable dwelling unit that is not a secondary dwelling unit;

ii. at least one secondary dwelling unit, except where all dwelling units are secured as rental in perpetuity; and

iii. the greater of two dwelling units or 30% of the total dwelling units are three-bedroom dwelling units, at a minimum.

2.2 Number and Dimensions of Buildings and Uses

a. Notwithstanding section 19 of the Bylaw, more than one building is permitted on a lot where any such building exceeding the limitation of one building per lot is a corner townhouse, houseplex or heritage conserving infill, subject to the regulations in this Schedule.

b. No more than 12 dwelling units may be located on a lot with a corner townhouse.

c. Basements are not permitted in corner townhouses, houseplexes or heritage conserving infill, with the exception of within heritage registered buildings.

2.3 Community Amenities

a. As a condition of additional density pursuant to section 2.4, the following amenities must be provided as community amenities:

i. For additional density pursuant to section 2.4 e., f. or g., highway dedication in accordance with Schedule "Q" – Highway Dedication Amenity Requirements, unless exempted under that Schedule; and

ii. For additional density pursuant to section 2.4 e. or f., one or more of the following:

A. A monetary contribution equivalent to $107.64 per square metre of bonus density utilized for the development, adjusted pursuant to subsection b., with 70% of the contribution allocated to the Victoria Housing Reserve Fund and 30% of the contribution allocated to the Local Amenities Reserve Fund,

B. Provision of at least 10% of the total dwelling units in the development, with a minimum of one dwelling unit, as below-market homeownership units,

C. An agreement with the City so that all dwelling units are secured as rental in perpetuity in the development,

D. Provision of at least one affordable rental housing unit in the development,

E. For a development on a lot that contains a heritage registered building, heritage designation of that building in accordance with section 611 of the *Local Government Act* and a waiver of compensation for any reduction in the market value of the property, or

F. The development is an affordable housing cooperative; or

iii. For additional density pursuant to section 2.4.g., heritage designation of the heritage registered building on the lot in accordance with section 611 of the *Local Government Act* and a waiver of compensation for any reduction in the market value of the property.

b. The amenity contribution pursuant to subsection a.ii.A. shall be adjusted annually on January 1 commencing the second calendar year following the year Bylaw No. 22-045 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 twelve-month period.

c. For the purposes of this section, "CPI" means the all-items Consumer Price Index for Victoria published by Statistics Canada or its successor in function.

2.4 Floor Area, Floor Space Ratio

a.	Floor area, of all floor levels combined, of any dwelling unit (minimum)	33m^2
b.	Floor area of all floors combined on a lot (maximum)	1410m^2
c.	For houseplex, floor area of any floor of the houseplex (maximum)	235m^2
d.	Floor space ratio where the amenities have not been provided pursuant to section 2.3.a. (maximum)	0.5:1
e.	For houseplex, floor space ratio where the amenities have been provided pursuant to section 2.3.a. (maximum)	1.0:1
f.	For corner townhouse, floor space ratio where the amenities have been provided pursuant to section 2.3.a. (maximum)	1.1:1
g.	For heritage conserving infill, floor space ratio where the amenities have been provided pursuant to section 2.3.a. (maximum)	1.1:1

h. Up to 4m^2 per dwelling unit dedicated for use as residential storage space shall be excluded from the calculation of floor area in subsections d. – g., provided it is:

i. a contiguous partitioned space designed for the purpose of storage, and

ii. located inside the dwelling unit and within 4m of its principal entrance

3.0 HOUSEPLEX REGULATIONS

The following regulations apply to houseplexes:

3.1 Location and Siting of Buildings and Uses

a.	Lot width for a lot with more than one houseplex (minimum)	12m per houseplex
b.	Lot width for a lot with one houseplex (minimum)	
	i. where one parking space is required after the provision of any transportation demand management measures in accordance with section 6.1.e.	12m
	ii. where more than one parking space is required after the provision of any transportation demand management measures in accordance with section 6.1.e.	14m
c.	The entire building must be within 30m distance of a street, not including a City lane	
d.	Subsection c. does not apply to outdoor features, porches or balconies over 0.6m in height from both natural grade and finished grade	

3.2 Height

a.	Building height for a flat roof (maximum)	9.5m
b.	Building height for any other roof type (maximum)	10.5m

3.3 Setbacks, Projections, Building Separation

a.	Front yard setback (minimum)	6.1m
	Except for the following maximum projections into the setback:	
	i. Porch, ramps, and exterior lift devices needed to access an adaptable dwelling unit	2m
	ii. Stairs	4m
b.	Setback from any street other than a City lane where subsection a. does not apply (minimum)	4m
	Except for the following maximum projections into the setback:	

i.	Porch, ramps, and stairs	2m
c.	Side yard setback to which subsection b. does not apply (minimum)	the greater of 1.5m or 10% of lot width
d.	Rear yard setback to which subsection b. does not apply (minimum)	the greater of 10m or 25% of lot depth
	Except for the following maximum projections into the setback:	
i.	Exterior lift devices needed to access an adaptable dwelling unit	2m
e.	Eave projection into any setback (maximum)	0.75m
f.	Building separation (minimum)	5m

3.4 Site Coverage, Open Site Space

a.	Site coverage (maximum)	40%
b.	Open site space (minimum)	45%
c.	A single space	
i.	that is landscaped and not paved,	
ii.	that does not have above or below ground structures, and	the greater of $35m^2$ or 6.5% of lot area
iii.	all sides of which are at least 4.5m long (minimum area)	

4.0 CORNER TOWNHOUSE REGULATIONS

The following regulations apply to corner townhouses:

4.1 Location and Siting of Buildings and Uses

a.	Lot width for a lot with a corner townhouse (minimum)	20m

b. The entire building must be within 36 m distance of at least two streets, not including a City lane

c. Where more than one building is on the lot, excluding an accessory building, all buildings must be within 20 m distance of a street, not including a City lane

d. Subsections b. and c. do not apply to outdoor features, porches or balconies over 0.6 m in height from both natural grade and finished grade

4.2 Height

a.	Building height for a flat roof (maximum)	9.5m

b.	Building height for any other roof type (maximum)	10.5m

4.3 Setbacks, Projections, Building Separation

a.	Setback from any street other than a City lane (minimum)	4m
	Except for the following maximum projections into the setback:	
	i. Porch, ramps, and stairs	2m
b.	Any setback to which subsection a. does not apply (minimum):	
	i. Where the building elevation facing the lot line includes a window to a habitable room	6m
	ii. In all other circumstances	the greater of 2m or 10% of lot width
c.	Eave projection into any setback (maximum)	0.75m
d.	Building separation (minimum)	5m

4.4 Site Coverage, Open Site Space

a.	Site coverage (maximum)	40%
b.	Open site space (minimum)	45%
c.	A single space	
	i. that is landscaped and not paved,	
	ii. that does not have above or below ground structures, and	the greater of $35m^2$ or 6.5% of lot area
	iii. all sides of which are at least 4.5m long (minimum area)	

5.0 HERITAGE CONSERVING INFILL REGULATIONS

The following regulations apply to heritage conserving infill:

5.1 Location and Siting of Buildings and Uses

a. Heritage conserving infill must not be located closer to any street, excluding a City lane, than the heritage registered building on the same lot

5.2 Height

a.	Building height for heritage conserving infill (maximum)	the greater of 7.6m or 80% of the height of the heritage registered building

5.3 Setbacks, Projections

a.	Setback from any street other than a City lane (minimum)	4m
	Except for the following maximum projections into the setback:	
	i. Porch, ramps, and stairs	2m
b.	Side yard and rear yard setback to which subsection a. does not apply (minimum)	5m
c.	Notwithstanding subsection b., where there is more than one side yard to which subsection a. does not apply, each additional side yard setback (minimum)	the greater of 2m or 10% of lot width
d.	Eave projection into any setback (maximum)	0.75m

5.4 Site Coverage, Open Site Space

a.	Site coverage (maximum)	50%
b.	Open site space (minimum)	30%

6.0 VEHICLE PARKING AND BICYCLE PARKING REGULATIONS

The following regulations apply to all uses in Schedule P:

6.1 Vehicle Parking

a. Vehicle parking must be provided in accordance with Schedule “C” except as otherwise specified in this section.

b. For all uses permitted in this Schedule, notwithstanding the contents of Table 1 of Schedule “C”, 0.77 vehicle parking spaces are required per dwelling unit, unless transportation demand measures are provided in substitution for any parking space in accordance with subsection e.

c. As an exception to subsections a. and b., no vehicle parking spaces are required for secondary dwelling units, affordable rental housing units, or visitor parking.

d. Notwithstanding section 4.1 of Schedule “C”, a minimum of one of the vehicle parking spaces for the lot must be an accessible parking space or a van accessible parking space in accordance with the following:

i. where the required number of vehicle parking spaces on the lot is 5 or fewer, one accessible parking space is required, or

ii. where the required number of vehicle parking spaces on the lot is more than 5, one van accessible parking space is required.

e. Except for the requirement for one accessible parking space or van accessible parking space, which is always required, the minimum number of vehicle parking spaces required on a lot can be reduced through the ongoing provision of transportation demand management measures in accordance with the ratios specified in Table 1, where provision of the measures in the "Transportation Demand Management measure" column results in the corresponding required parking space reduction in the "Reduction in Required Vehicle Parking Spaces" column.

Table 1

Row	Transportation Demand Management measure	Reduction in Required Vehicle Parking Spaces
i.	One membership to a two-way car share service and an initial $100 usage credit for the two-way car share service for every dwelling unit	0.15 parking spaces per dwelling unit
ii.	a. One car share vehicle for a two-way car share service for the use of residents, b. One dedicated parking space on the lot secured through a Car Share Parking Space SRW on the terms provided in Schedule "R", c. One membership to the two-way car share service for every dwelling unit, and d. An initial $100 usage credit for the two-way car share service for every dwelling unit	0.57 parking spaces per dwelling unit
iii.	Where a car share vehicle is not provided: One parking space dedicated for future use by a car share vehicle (for a two-way car share service or a one-way car share service) on the lot secured through a Car Share Parking Space SRW on the terms provided in Schedule "R"	0.15 parking spaces per dwelling unit, up to a maximum of one car share vehicle parking space
iv.	Where all dwelling units are secured as rental in perpetuity: one BC Transit public transit pass through the EcoPASS program, or its successor in function for BC Transit, for a minimum five-year term for every dwelling unit	0.77 parking spaces per dwelling unit, up to a maximum of one transit pass for each dwelling unit

f. For certainty, if any of the transportation demand measures provided pursuant to subsection e. is discontinued, with the exception of the BC Transit public transit pass which may be discontinued after a five-year term, the parking space reduction for that measure no longer applies and parking required in accordance with subsection b. must be provided.

g. Notwithstanding section 2.2.11 of Schedule "C", a maximum of two vehicle parking spaces may be provided in the front yard.

h. Where two vehicle parking spaces are provided in the front yard, notwithstanding the minimum drive aisle width prescribed pursuant to section 2.2.5 of Schedule "C" or the driveway crossing minimum widths prescribed pursuant to section 6 of the *Highway Access Bylaw*, the driveway crossing width must be the maximum crossing width prescribed by the *Highway Access Bylaw* for that street classification and number of parking spaces.

i. Notwithstanding section 2.3.3 of Schedule "C", the requirements of sections 2.3.1 and 2.3.2 of Schedule "C" apply to all uses in this Schedule.

6.2 Bicycle Parking

a. Bicycle parking must be provided in accordance with Schedule "C", except as otherwise specified in this section.

b. Notwithstanding the contents of Table 2 of Schedule "C", two bicycle parking, long-term spaces are required per dwelling unit, subject to the following exceptions:

i. secondary dwelling units require one bicycle parking, long-term space per dwelling unit, and

ii. no bicycle parking is required for each dwelling unit that has access to a private garage.

c. Notwithstanding section 3.1.3(a)(i) and Table 4 of Schedule "C", a minimum of 15% of the required bicycle parking, long-term spaces must accommodate oversized bicycles by having:

i. a minimum stall width of 0.9m,

ii. where the angle of the rack is equal to or less than 45 degrees (in an aerial perspective, measured from the plane of the nearest wall of a building), a minimum stall depth of 2.4m, and

iii. where the angle of the rack is more than 45 degrees (in an aerial perspective, measured from the plane of the nearest wall of a building), a minimum stall depth of 1.8m.

d. A minimum of 50% of the bicycle parking, long-term spaces must be equipped with electric bicycle charging stations, each of which is comprised of a 110 V wall outlet.

e. Where the lot contains more than six dwelling units, a bicycle maintenance facility must be provided that meets the following requirements, in addition to the requirements specified in section 3.1.3 of Schedule "C":

i. it must be located in a secure area containing all required bicycle parking, long-term spaces,

ii. it must have minimum width of 0.9 m, minimum length of 2.4m, and a minimum height clearance in accordance with section 3.1.3(a)(iii) of Schedule “C”, with an adjacent aisle with a minimum width of 1.2m, and

iii. it must contain a ground or wall anchored bicycle repair stand, common bicycle maintenance tools, a bicycle pump, and a water faucet with functioning drainage.

SCHEDULE 2

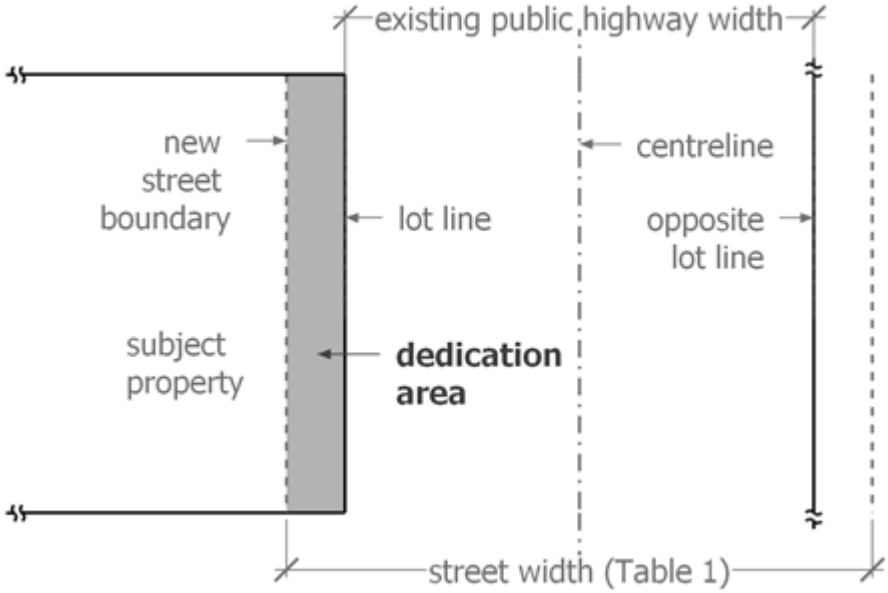
SCHEDULE Q – HIGHWAY DEDICATION AMENITY REQUIREMENTS

1. **Definitions**

In this Schedule:

a. "Director" means the Director of Engineering and Public Works or that person's designated representative;

b. "public highway width" means the distance measured across the street from the lot line to the opposite lot line common to the lot directly across the street and its abutting lots.



2. **Requirements for Highway Dedication**

a. Subject to section 3, a highway dedication of a portion of the lot along the entire lot line abutting a street pursuant to section 107 of the *Land Title Act* is required in accordance with the following provisions:

i. If the public highway width of the abutting street is less than that identified in Table 1, the required dedication area shall be determined by taking 50% of the required street width pursuant to Table 1 and measuring that distance from the centre line of the public highway toward the lot line and into the lot, if applicable, along the length of the lot line abutting a street.

ii. Notwithstanding the contents of Table 1:

A. if the lot line is on the western boundary of Shelbourne Street between Myrtle Avenue and Bay Street, and the public highway width is less than 27.12 metres, then the required dedication area shall be measured from a line parallel to and 27.12 metres from the easterly boundary of such public highway allowance;

B. if the lot line is on Foul Bay Road between Oak Bay Avenue and Fort Street, then the required street width is 20.00 metres.

iii. If the lot has more than one abutting street deficient in width pursuant to paragraph i., the required dedication area is to include all collective areas calculated in accordance with paragraph i.

iv. For the purposes of Table 1, the street width requirement applicable to a lot is determined by the "Street Classification" of the abutting street, as established in Map 4 (Functional Street Classification) of the *Official Community Plan Bylaw, 2012* unless otherwise specified in Table 1, and any restrictions with respect to the street use contained within the "Street Use" column.

Table 1

Street Classification	**Street Use**	**Street width (metres)**
Arterial	All	30.00
Secondary Arterial	All	25.00
Collector & Secondary Collector	All	20.00
Local	Designated truck route pursuant to *Streets and Traffic Bylaw (No. 09-079)*	20.00
	Other	18.00
City Lane, as defined by the *Streets and Traffic Bylaw*	All	6.00

3. **Exceptions and Variations to Requirement for Highway Dedication**

a. If the width of the highway dedication area does not exceed 0.25 metres in any location along the lot line, or the lot does not abut a street, then no highway dedication is required.

b. Subsection c. applies if any of the following conditions exist with respect to the required dedication area:

i. terrain with a steep grade or rock outcrops in, or in immediate vicinity of, required dedication area,

ii. retaining wall supporting existing roadway in, or in immediate vicinity of, required dedication area,

iii. existing tree not planted to the standards established in the Victoria Subdivision and Development Servicing Bylaw No. 12-042 (including, but not limited to, species, condition, planting standard) in, or in the immediate vicinity of, required dedication area,

iv. heritage designated building or rock wall in, or in the immediate vicinity of, required dedication area,

v. archaeological features in, or in immediate vicinity of, required dedication area,

vi. environmental conditions such as soil contamination in, or in the immediate vicinity of, required dedication area, or

vii. the segment of street abutting the required dedication area makes dedication impractical or undesirable, and space for mobility improvements (pedestrian, cycling, transit, and truck) and street trees is sufficient for City standards as established by bylaw.

c. If, after conducting a risk and condition assessment of the required dedication area, the Director is satisfied that at least one of the conditions listed in subsection b. applies and that such condition cannot reasonably be remediated, then the Director may allow for a variation to the width of the required dedication area or determine that no highway dedication is required.

d. If, in the Director's opinion, it is necessary in order to determine whether any of the conditions listed in subsections b. i. – vii. apply, the Director may require a report prepared by a qualified professional, including but not limited to an environmental assessment, arborist report, or geotechnical report, that outlines the risk, conditions, and potential mitigation measures, to the satisfaction of the Director.

SCHEDULE R – LEGAL AGREEMENTS

1. Car Share Parking Space SRW

Statutory Right of Way (Car Share Parking Space) and Section 219 Covenant

TERMS OF INSTRUMENT - PART 2

WHEREAS:

A. Capitalized terms not otherwise or elsewhere defined in this Agreement will have the respective meanings ascribed to them in section 1.1;

B. The Transferor (the "**Owner**") is [insert name];

C. The Transferee (the "**City**") is the Corporation of the City of Victoria;

D. The Owner is the registered owner in fee-simple of those lands and premises located within the City of Victoria, in the Province of British Columbia, more particularly described as:

PID:
INSERT LEGAL DESCRIPTION

(the "**Lands**");

E. The City wishes to be able to access, for itself and all members of the public, a car share parking space developed and maintained in perpetuity over the Lands;

F. The Owner has agreed to grant a statutory right of way on the terms hereinafter set forth;

G. It is necessary for the operation and maintenance of the City's undertaking of public access to a car share parking space for the enjoyment of the general public that a right of way be established in accordance with this document;

H. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature may be granted in favour of the City and may include one or more of the following provisions:

i. in respect of the use of land or the use of a building on or to be erected on land;

ii. that land is to be built on in accordance with the covenant;

iii. that land is not to be used, built on or subdivided;

iv. that land or specified amenities be protected, preserved, conserved, maintained, enhanced, restored or kept in their natural or existing state.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements contained in this agreement (the "**Agreement**"), and the sum of ONE ($1.00) DOLLAR of lawful money of Canada now paid to the Owner by the City (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1.0 DEFINITIONS

1.1 The terms defined in this Section 1.1 will have the following meanings for all purposes in this Agreement, except where specifically otherwise provided herein:

(a) **"Parking Space"** means [*insert number of parking spaces*] parking space[*s*] situate on the Lands within the SRW Area, as shown outlined in bold black ink on the plan attached hereto as Schedule "B" reserved for the exclusive use of a Shared Vehicle;

(b) **"Permitted Users"** means the members in good standing of the Shared Vehicle Organization whether or not said members reside on the Lands;

(c) **"Shared Vehicle"** means a four-wheeled automobile, van or pick-up truck that is managed by a Shared Vehicle Organization;

(d) **"Shared Vehicle Organization"** means a legal entity whose principal business objective is to provide its members, for a fee, with a car-sharing service by which such members have self-serve access to a fleet of shared vehicles which they may reserve for use on an hourly or other basis, but does not include rental vehicle organizations;

(e) **"SRW Area"** means that portion of the Lands, shown in heavy outline on the Right of Way Plan prepared by _____ and filed in the Victoria Land Title Office under Plan No. _____ a reduced copy of which is attached hereto as Schedule "A".

2.0 STATUTORY RIGHT OF WAY

2.1 Pursuant to section 218 of the *Land Title Act*, the Owner hereby grants, conveys, confirms and transfers, in perpetuity, to the City, its officers, employees, contractors, licensees and invitees, including the Permitted Users, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way to enter, use, go, return, pass over and across the SRW Area, for the purposes described in section 2.2.

2.2 At any time, the City and its officers, employees, and contractors, and in respect of (a) and (b) below the City's licensees and invitees including the Permitted Users, may enter the SRW Area:

(a) to park and access a Shared Vehicle in the Parking Space designated for Shared Vehicles;

(b) for access and egress as pedestrians and in a Shared Vehicle between the Parking Space and the adjacent City streets and lanes; and

(c) to confirm compliance by the Owner with the terms and conditions of this Agreement,

all in accordance with this Agreement.

2.3 The rights granted in sections 2.1 and 2.2 over the SRW Area are subject to such reasonable rules and regulations as may from time to time be prescribed by the Owner, including those for the safety and security of the SRW Area, the Permitted Users, and other users of the Lands, provided that notwithstanding the right of the Owner to make reasonable rules and regulations from time to time, such rules and regulations will:

(a) not permit the Owner or any other person to charge or permit to be charged, directly or indirectly, any fee whatsoever for the access to or use by the Permitted Users of the SRW Area, other than a charge included in strata fees payable by all strata lot owners in a strata corporation, if applicable, for maintaining the SRW Area; and

(b) not in any way whatsoever limit the obligation of the Owner to make the Parking Space and all access to and egress from the Parking Space available to the Permitted Users at all times (7 days per week/24 hours per day) provided that the Owner may locate the Parking Space behind a security gate or other mechanism restricting access only if the Permitted Users are provided with a convenient means of access to the Parking Space at all times (7 days per week/24 hours per day).

3.0 SECTION 219 COVENANTS

3.1 Under section 219 of the *Land Title Act* there may be registered as annexed to any land a condition or covenant in favour of the City that the land, or any specified portion of it, is not to be built upon or is to be or is not to be used in a particular manner.

3.2 The Owner covenants, promises and agrees that, notwithstanding the uses permitted from time to time by the City's zoning bylaw, the Lands shall not be used except in strict accordance with this Agreement.

3.3 The Owner covenants:

(a) except as expressly permitted under this Agreement, not to do anything or to permit any act or thing which in the opinion of the City in any way interferes with or damages or prevents access to or use of the SRW Area or is likely to cause harm to the SRW Area;

(b) from time to time and at all times at the reasonable request and at the cost of the City to do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the City of its rights under this Agreement; and

(c) to permit the City to peaceably hold and enjoy the rights hereby granted.

4.0 SUBDIVISION

4.1 This Agreement shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever, subject to section 4.2.

4.2 If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:

(a) no part of the SRW Area will form part of or be located within any strata lot or part of any strata lot and all of the SRW Area will be contained within the common property established by the strata plan;

(b) the section 219 covenant and statutory right of way granted herein will be noted on the common property sheet;

(c) the strata corporation or the strata corporations so created will perform and observe the Owner's covenants in this Agreement, solely at the expense of the strata lot owners;

(d) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan; and

(e) any strata corporation so created will manage and maintain the SRW Area and the strata corporation may adopt and enforce reasonable rules and regulations concerning the safe use, maintenance and repair of the SRW Area, provided that such rules and regulations must not interfere with or prevent the reasonable use of the SRW Area by the Permitted Users.

5.0 GENERAL

5.1 The Owner and the City agree that though the Parking Space must be available for permanent use by a Shared Vehicle, it may be used for visitor parking, loading, or other temporary parking purposes until such time as the Shared Vehicle Organization is ready to assume permanent use of the Parking Space to house a Shared Vehicle.

5.2 Nothing in section 2.1 or 2.2 implies that the City has any obligation to the Owner or anyone else to exercise any of their respective rights under section 2.1 or 2.2.

5.3 No default, act, or failure to act by the City or its officers, employees, contractors, licensees or invitees under this Agreement will result or be deemed to result in the interruption, suspension or termination of this Agreement, and the Owner will refrain from seeking any judgment, order, declaration or injunction to that effect.

5.4 The Owner shall indemnify and save harmless the City from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have, whether as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or otherwise, which the City incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:

(a) the breach of any covenant in this Agreement;

(b) the use of the Lands contemplated under this Agreement; and

(c) restrictions or requirements under this Agreement.

5.5 The Owner hereby releases and forever discharges the City of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Owner can or may have against the City for any loss or damage or injury, including economic loss, that the Owner may sustain or suffer arising out of or connected with:

(a) the breach of any covenant in this Agreement;

(b) the use of the Lands contemplated under this Agreement; and

(c) restrictions or requirements under this Agreement.

5.6 No part of the title in fee simple to the Lands of the Owner shall pass to or be vested in the City under or by virtue of this Agreement, and the Owner may fully use and enjoy all of the Lands of the Owner subject only to the rights and restrictions in this Agreement.

5.7 If the Owner defaults in observance or performance of its obligations hereunder, the City, after 10 days prior written notice to the Owner specifying the default and at any time in case of emergency, may (but is not obligated to) rectify the default, and the Owner shall pay to the City, on demand, its reasonable costs in connection with so rectifying.

5.8 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.

5.9 At the Owner's expense, the Owner shall do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered, or pending registration, against the title to the Lands in the Land Title Office save and except those that have been specifically approved in writing by the City or have been granted in favour of the City.

5.10 The Owner acknowledges that (a) these Covenants are enforceable against the Owner and his successors in title, but (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.

5.11 If at the date hereof the Owner is not the sole registered owner of the Lands of the Owner, this Agreement shall nevertheless bind the Owner to the full extent of his interest therein, and if he acquires a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests.

5.12 If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.

5.13 This Agreement is the entire agreement between the parties hereto regarding its subject.

5.14 It is mutually understood, acknowledged and agreed by the parties hereto that the City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement.

5.15 The waiver by a party of any breach of this Agreement or 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, and no waiver shall be effective unless it is in writing signed by both parties.

5.16 Whenever this Agreement creates a power or obligation of the City to make a decision or to exercise any contractual right or remedy, the City may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principals of fairness or the rules of natural justice, shall have any application.

5.17 Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by Owner and the City.

5.18 The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.

5.19 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.

5.20 If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

5.21 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

5.22 This Agreement will be governed and construed according to the laws of the Province of British Columbia.

5.23 Time is of the essence of this Agreement.

5.24 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.

6.0 PRIORITY AGREEMENT

6.1 *, as the registered holder of charges by way of * and * against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers * and *, respectively (the "**Existing Charges**"), for and in consideration of the sum of One Dollar ($1.00) (the receipt whereof is hereby acknowledged), agrees with the Owner and the City that the within statutory right of way and section 219 covenant shall be an encumbrance upon the Lands in priority to the Existing Charges in the same manner and to the same effect as if they had been dated and registered prior to the Existing Charges.

The parties hereto acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D attached hereto.

SCHEDULE “A”
SRW Area

[*insert plan*]

SCHEDULE “B”
Location of Parking Space

[*insert sketch plan*]

END OF DOCUMENT

NO. 22-057

LAND USE PROCEDURES BYLAW, AMENDMENT BYLAW (NO. 17)

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to amend the Land Use Procedures Bylaw to:

- delegate additional development approvals to the Director of Sustainable Development and Community Planning in Development Permit Area 15F: Missing Middle Housing, and
- establish fees for such applications.

Under its statutory powers, including Part 14 of the *Local Government Act* and section 154 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 "LAND USE PROCEDURES BYLAW, AMENDMENT BYLAW (NO. 17)".

Amendments

2. Bylaw No. 16-028, Land Use Procedures Bylaw, 2016, is amended as follows:

    (a) the following new section is inserted immediately after section 21:

        "21A. An applicant who has paid the base application fee pertaining to a proposed development in Development Permit Area 15F and complied with the applicable provisions of the City's Tenant Assistance Policy and a Tenant Assistance Plan consistent with such Policy is entitled to a refund of $5000 of that fee after the City has issued an occupancy permit for the development."

3. The Land Use Procedures Bylaw is further amended as follows in Schedule A, Application Fees:

    (a) in section 2(5)(a)(iv), strike out "." and replace with ";";

    (b) in section 2(5)(a), insert the following new subparagraphs immediately after subparagraph (iv):

        "(v) Notwithstanding the previous subparagraphs (i) – (iv), the following fees apply for proposed developments in Development Permit Area 15F:

        (A) Proposal for up to six dwelling units: $12,000,

        (B) Proposal for more than six dwelling units: $15,000.";

(c) in section 2(5)(d), strike out the first word – "For" – and replace it with the following:

"With the exception of applications described in paragraph (5)(a)(v), for";

(d) in section 2(9)(b), strike out "." and replace with ";"; and

(e) insert the following new paragraphs immediately after section 2(9)(b):

"(c) Development Permit Area 15F for a proposal for up to six dwelling units is $10,000;

(d) Development Permit Area 15F for a proposal for more than six dwelling units is $13,000.".

4. The Land Use Procedures Bylaw is further amended as follows in Schedule D, Delegated Approvals:

(a) In row 7, strike out "DPA 15F: Intensive Residential – Attached Residential Development";

(b) In row 11, strike out "DPA 15F: Intensive Residential – Attached Residential Development" and replace it with "DPA 15F: Missing Middle Housing"; and

(c) Insert the following row after row 20 in the table, under the Row #, and Columns A, B, and C respectively:

21	DPs for new buildings, building additions, structures, and equipment	DPA 15F: Missing Middle Housing	The proposed development complies with the applicable guidelines. Permit is valid for two years from the date is issuance.

Effective Date

5. This Bylaw comes into force 45 days after the date of adoption.

READ A FIRST TIME the day of 2022

READ A SECOND TIME the day of 2022

READ A THIRD TIME the day of 2022

ADOPTED on the day of 2022

CITY CLERK MAYOR

NO. 22-056

AFFORDABLE HOUSING STANDARDS BYLAW

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to establish affordability standards for rental and affordable home ownership housing in order to protect housing security for low to median income residents, and to apply these standards in housing agreements.

Contents

1 Title
2 Definitions
3 Below-Market Homeownership Units
4-5 Affordable Rental Units
6 Adjustments for CPI
7 Effective Date

Under its statutory powers, including sections 8(3)(g) and 63(f) of the *Community Charter* and section 483 of the *Local Government Act*, 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 "AFFORDABLE HOUSING STANDARDS BYLAW".

Definitions

2. In this Bylaw:

   (a) "CPI" means the all-items Consumer Price Index for Victoria published by Statistics Canada or its successor in function.

   (b) "below-market homeownership unit" means a dwelling unit available for sale at less than market value pursuant to an arrangement with BC Housing or any other public entity.

   (c) "income" means the total annual income before tax from all sources for every occupant of the dwelling unit, and includes non-taxable income.

Below-Market Homeownership Units

3. Subject to section 6, maximum income limits for below-market homeownership units are those provided in Table 1, for the corresponding type of development and number of bedrooms.

Table 1

Row	Type of Development	Number of Bedrooms in Dwelling Unit	Maximum Income Limit
1	BC Housing Affordable Homeownership Program	Less than 2	$121,330
2	BC Housing Affordable Homeownership Program	2 or more	$173,800
3	All other affordable homeownership programs	Less than 2	$96,000
4	All other affordable homeownership programs	2 or more	$155,000

Affordable Rental Units

4. Subject to section 6, maximum income limits and maximum rents for affordable rental units are those provided in Table 2, for the corresponding affordability target and type of dwelling unit.

Table 2

			Maximum rent			
Row	**Affordability Target**	**Maximum Income Limit**	**Studio Dwelling Unit**	**1 Bedroom Dwelling Unit**	**2 Bedroom Dwelling Unit**	**3+ Bedroom Dwelling Unit**
1	Very low income	$19,998	$375	$425	$575	$700
2	Low income	$34,999	$500	$650	$850	$1,000
3	Median income	$54,999	$875	$1,050	$1,300	$1,750

5. Notwithstanding section 4, where the affordable rental units are provided in cooperation with BC Housing or the Canada Mortgage and Housing Corporation (CMHC), maximum income limits, if applicable, and maximum rents for affordable rental units are those provided in Table 3 for the corresponding organization and type of dwelling unit, subject to section 6.

Table 3

Row	Organization		Studio or 1 Bedroom Dwelling Unit	2 Bedroom Dwelling Unit	3 Bedroom Dwelling Unit	4+ Bedroom Dwelling Unit
1	BC Housing	Maximum Rent	$1,187	$1,525	$1,975	$2,112
2	BC Housing	Maximum Income Limit	$47,500	$61,000	$79,000	$84,500
3	CMHC	Maximum Rent	$1,223	$1,223	$1,223	$1,223

Adjustments for CPI

6. Commencing in the second calendar year following the year this Bylaw is adopted, the dollar amounts set out in Tables 1, 2, and 3 shall be adjusted annually on January 1 of each year by adding to the dollar amount specified in this Bylaw an amount calculated by multiplying the dollar amount as of the previous January 1 by the annual percentage increase in the CPI for the most recently published twelve-month period.

Effective Date

7. This Bylaw comes into force on adoption.

READ A FIRST TIME the day of 2022

READ A SECOND TIME the day of 2022

READ A THIRD TIME the day of 2022

ADOPTED on the day of 2022

CITY CLERK MAYOR

NO. 22-044

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to amend the Official Community Plan to support the development of “missing middle housing” forms in Traditional Residential Urban Place Designations.

Contents

1 Title
2 Definition
3-7 Amendments
8 Commencement

Under its statutory powers, including Divisions 4 and 7 of Part 14 of the *Local Government Act*, the Council of the Corporation of the City of Victoria, in an open meeting assembled, enacts the following provisions:

Title

1 This Bylaw may be cited as the “OFFICIAL COMMUNITY PLAN BYLAW, 2012, AMENDMENT BYLAW (NO. 42)”.

Definition

2 “OCP Bylaw” means Bylaw No. 12-013, the Official Community Plan Bylaw, 2012.

Amendments

3 The OCP Bylaw is amended in Schedule A, Table of Contents, under the heading “List of Maps” by striking out the following:

(a) “Map 32A: Composite Map of Attached Residential Development Permit Areas”;

(b) “Map 73: DPA 15F: Intensive Residential - Attached Residential Development (Victoria West)”; and

(c) “Map 74: DPA 15F: Intensive Residential - Attached Residential Development (Fairfield)”.

4 The OCP Bylaw is further amended in Schedule A, Section 6: Land Management and Development as follows:

(a) in section 6.1.5, by striking out “located along arterial and secondary arterial roads”;

(b) in Figure 8: Urban Place Guidelines, by striking out the entire row of the table pertaining to Traditional Residential Designation and replacing it with the row contained in Schedule 1 attached to this Bylaw; and

(c) in section 6.21, by striking out “plan, permitting their increase only as this plan provides or following the completion of a new local area plan for the area, and the subsequent amendment of this plan to give it effect” and replacing it with “plan and related City policy”.

5 The OCP Bylaw is further amended in Schedule A, Section 13: Housing and Homelessness as follows:

(a) in section 13.34, by striking out “such as multi-unit developments, the creation of small residential lots, street-oriented fee simple row-houses and other housing forms”.

6 The OCP Bylaw is further amended in Schedule A, Appendix A: Development Permit Areas and Heritage Conservation Areas as follows:

(a) within the legend of Map 32, by striking out “See Map 32A for the following Intensive Residential Development Permit Areas: DPA 15F: Intensive Residential – Attached Residential Development”, and by inserting “DPA 15F: Missing Middle Housing” directly after “DPA 15E: Intensive Residential Garden Suites”;

(b) by repealing Map 32A: Composite Map of Attached Residential Development Permit Areas;

(c) within DPA 15C: Intensive Residential – Rockland, at section 2(c)(i), by inserting the following new subparagraph directly after subparagraph (8):

> “(9) development for which a Development Permit is required, not exempt, and has been applied for under DPA 15F: Missing Middle Housing.”;

(d) within DPA 15D: Intensive Residential – Duplex, at section 2(c)(i)(6), by striking out “or”;

(e) within DPA 15D: Intensive Residential – Duplex, at section 2(c)(i), by renumbering subparagraph “(7)” as new subparagraph “(8)”;

(f) within DPA 15D: Intensive Residential – Duplex, at section 2(c)(i), by inserting the following new subparagraph (7) directly after subparagraph (6):

> “(7) development for which a Development Permit is required, not exempt, and has been applied for under DPA 15F: Missing Middle Housing; or”;

(g) by repealing Map 73: DPA 15F: Intensive Residential - Attached Residential Development (Victoria West);

(h) by repealing Map 74: DPA 15F: Intensive Residential - Attached Residential Development (Fairfield);

(i) by repealing the entire DPA 15F: Intensive Residential – Attached Residential Development and replacing it with the new DPA 15F: Missing Middle Housing, attached to this Bylaw in Schedule 2; and

(j) within DPA 16: General Form and Character, at section 2(b)(i)(1)(B), by striking out "DPA 15F, Intensive Residential – Attached Residential Development", and replacing it with:

"DPA 15F, Missing Middle Housing".

7 The OCP Bylaw is further amended in Schedule A, Appendix B: Glossary of Terms, by inserting the following new definition immediately after the definition for "Mid-Rise Building":

"Missing Middle Housing: Housing in which:

(a) buildings are used or designed as two or more self-contained dwelling units, not counting accessory dwelling units, with at least half of the units having direct access to the outside, at least two of which share a common wall or an area that forms the floor of one unit and the ceiling of the other and are not linked by a trellis, deck, breezeway or similar connection; or

(b) a single family dwelling is located on a lot with a building on the heritage register.".

Commencement

8 This Bylaw comes into force 45 days after the date of adoption.

READ A FIRST TIME the	day of	2022
READ A SECOND TIME the	day of	2022
Public hearing held on the	day of	2022
READ A THIRD TIME the	day of	2022
ADOPTED on the	day of	2022

CITY CLERK MAYOR

Schedule 1

Traditional Residential	Missing middle housing and other ground-oriented buildings up to three storeys as supported by City policy. Multi-unit buildings up to three storeys as supported by City policy.	Houses with front and rear yards,with variable setbacks, oriented to face the street. Variable landscaping, boulevard, and street tree planting. Small apartments and retail stores as supported by City policy including local area plans. On-street parking, collective access to off-street parking, and individual driveways.	Residential, including missing middle housing, ground-oriented multi-unit, attached, duplex, and single detached dwelling buildings, as well as accessory residential, such as secondary suites, lock-off suites, and garden suites. Low-rise multi-unit residential and mixed-use along arterial and secondary arterial roads, and as identified in City policy including local area plans. Freestanding commercial at the intersection of major roads, and as identified in City policy including local area plans. Home occupations.	Total floor space ratios up toapproximately 1.1:1. Additional density may be considered where appropriate in certain limited areas, as identified in City policy including local area plans.

Schedule 2

DPA 15F: MISSING MIDDLE HOUSING

1. Pursuant to Section 488 (1) (a), (e), and (i) of the Local Government Act, the entire city is designated as Development Permit Area DPA 15F, Missing Middle Housing, for the following purposes:
   (a) protection of the natural environment, its ecosystems and biological diversity,
   (b) establishing objectives for the form and character of intensive residential development, and
   (c) establishment of objectives to promote water conservation.

2. Application and Exemptions:
   (a) In this area:

   "Missing Middle Development" means construction of, addition to or alteration of a building, accessory structure or landscape on a lot which includes missing middle housing (housing in which:

   (a) buildings are used or designed as two or more self-contained dwelling units, not counting accessory dwelling units, with at least half of the units having direct access to the outside, at least two of which share a common wall or an area that forms the floor of one unit and the ceiling of the other and are not linked by a trellis, deck, breezeway or similar connection; or

   (b) a single family dwelling is located on a lot with a building on the heritage register.).

   (b) Development Permits are required for Missing Middle Development in accordance with the Local Government Act, subject only to the General Exemptions identified in the "Overview" section of this Appendix and the following exemptions.

   (c) Specific Exemptions for DPA 15F, Missing Middle Housing:

      (i) A Development Permit is not required for:
         (1) development that is not Missing Middle Development;
         (2) residential single-family dwellings, including accessory dwelling units, and their accessory buildings and structures unless the single-family dwelling is located on a lot that also includes missing middle housing;
         (3) house conversion;
         (4) commercial or industrial development;
         (5) alterations to landscaped areas which neither expand the extent of paved or impervious areas nor remove trees or shrubs which are shown in a previously approved Development Permit; and
         (6) development of a property with an Urban Place Designation other than Traditional Residential.

3. The special conditions that justify this designation include:
   (a) Victoria's Traditional Residential areas are primarily characterized by low density dwellings.
   (b) These neighbourhoods each have a unique sense of place, traditional scale, and character.
   (c) Missing middle housing provides an opportunity to integrate other types of ground-oriented housing forms into neighbourhoods to provide more housing diversity.
   (d) Victoria's Traditional Residential areas play a vital role in the conservation of water, including the management and infiltration of rainwater.
   (e) The city's Traditional Residential areas play a critical role in hosting and facilitating the continued growth of much of the city's urban forest, which is instrumental to the resilience and flourishing of Victoria's ecosystems and biodiversity amidst a changing climate.
   (f) These areas contain properties with heritage value, and these properties may be permitted to add infill housing or additions on the same property.

4. The objectives that justify this designation are:
   (a) To accommodate 10% of Victoria's anticipated population growth and associated housing growth in Small Urban Villages, and residential areas, to encourage and support future and existing commercial and community services.
   (b) To integrate more intensive residential development in the form of missing middle housing within Traditional Residential areas in a manner that respects the desirable characteristics of the natural and built environment in these areas.
   (c) To accommodate housing growth in Traditional Residential areas ina manner that is gradual, of a compatible scale and adaptive to the local contexts.
   (d) To achieve a high quality of architecture, landscape and urban design to enhance neighbourhoods.
   (e) To integrate infill development in Traditional Residential areas that is compatible with existing neighbourhoods through considerations for site planning and building designs that promote livability and provide sensitive transitions to adjacent developments.
   (f) To promote water conservation, on-site rainwater management and infiltration, as well as minimize impact of

accommodating housing growth on the stormwater utility.

(g) To facilitate the continued growth of the city's urban forest canopy cover through conservation and replacement of the green space that supports a healthy urban forest, with particular attention to the needs of large canopy trees.

(h) To encourage the conservation of heritage value and guide the sensitive design of infill housing or additions on a property containing historic buildings or other heritage value.

5. Guidelines:

These Guidelines are to be considered and applied for Development Permits:

- Missing Middle Design Guidelines (2022).
- Advisory Design Guidelines for Buildings, Signs and Awnings (1981).

LAND USE PROCEDURES BYLAW

BYLAW NO. 16-028

This consolidation is a copy of a bylaw consolidated under the authority of section 139 of the *Community Charter*.
(Consolidated on April 14, 2022 up to Bylaw No. 22-~~021~~057)

This bylaw is printed under and by authority of the Corporate Administrator of the Corporation of the City of Victoria.

NO. 16-028

LAND USE PROCEDURES BYLAW

A BYLAW OF THE CITY OF VICTORIA

(Consolidated to include Bylaws No.16-059, No.17-006, No.17-012, No.17-023, No.17-054, No.17-107, No. 18-018, No.18-090, No.19-037, No.19-067, No.20-076, 21-055, 22-014, 22-021, 22-057)

A Bylaw to define procedures under which an owner of land may apply for an amendment to the Official Community Plan, Zoning Bylaw 2018, or the Zoning Regulation Bylaw, for the issuance of a permit, to impose application fees, to specify notification distances, and to delegate Council's authority to make decisions in certain circumstances.

WHEREAS:

A local government that has adopted an official community plan bylaw or a zoning bylaw must, by bylaw, define procedures under which an owner of land may apply for an amendment to the plan or bylaw or for a permit under Part 14 of the *Local Government Act;* and

The Council of the City of Victoria has adopted an official community plan and a zoning bylaw; and

A local government may, by bylaw, impose application fees for an application to initiate changes to an official community plan or zoning bylaw, the issuance of a permit under Part 14 or Section 617 of the *Local Government Act*, or an amendment to a land use contract or a heritage revitalization agreement; and

A local government may by bylaw specify a distance from affected land for the purpose of notifying owners and tenants in occupation of proposed bylaw amendments and permits; and

The Council may, by bylaw, delegate its powers, duties and functions to an officer or employee of the municipality;

NOW THEREFORE, the Council of the City of Victoria, in open meeting assembled, enacts as follows:

PART 1 – INTRODUCTORY PROVISIONS

1. Title
2. Repeal
3. Severability
4. Definitions
5. Applications Subject to this Bylaw

PART 2 – APPLICATIONS

6. Pre-Application Community Meeting Requirements
7. Notification Distance

8 Waiving a Community Meeting

9. Applications Forms

10. Application Requirements

11. Evidence of Participation in a Community Meeting

12. Receipt of Applications

13. Incomplete applications

14. Notification of incomplete applications

15. Application referral

16. Application review summary

17. Council referral

18. Application Fee

19. – 20. Affordable Housing application fee

21. Refund

22. Refund of administration fee

23. Landscape Security

24. Cancellation of Applications

25. Reapplication – cancelled file

26. Application Sign Posting Requirements – permits

27. – 28. Application Sign Posting Requirements – other applications

29. Public hearing

30. Right to waive a public hearing

31. Opportunity for public comment

32. Notice of public hearing

33. Notice of opportunity for public comment

34. Notice requirements for temporary use permits

35. Reapplications

PART 3 – DELEGATION AND RECONSIDERATION

36. Types of Permits

37. Referral

38. Referral consideration
39. Landscape security delegation
40. Council reconsideration
41. Time limit for reconsideration
42. Notice of reconsideration
43. Representation to Council
44. Council's authority

PART 4 – ENCROACHMENTS IN DELEGATED APPROVALS

45. – 49. Encroachments for decorative features
50. – 53. Encroachments for anchor rods
54. General

SCHEDULES

Schedule A Application Fees
Schedule B Procedures for Sign Posting– Permits
Schedule C Procedures for Sign Posting – Other Applications
Schedule C-1 Procedures for Sign Posting – Pre-Application Input
Schedule D Delegated Approvals
Schedule E Landscape Security
Schedule F Encroachment for Decorative Features
Schedule G Encroachment for Anchor Rods

PART 1 – INTRODUCTORY PROVISIONS

Title

1. This Bylaw may be cited as the "LAND USE PROCEDURES BYLAW, 2016".

Repeal

2. Bylaw No. 09-048, the "Land Use Procedures Bylaw" is repealed.

Severability

3. If any Section, subsection, sentence clause or phrase forming part of this Bylaw is for any reason held to be invalid by the decision of any Court of competent jurisdiction, the invalid portion shall be severed from the Bylaw without affecting the validity of the Bylaw or any remaining portion of the Bylaw.

Definitions

4. In this bylaw,

"**affordable housing**" means

any housing unit which is:

(a) part of a development wholly owned and operated by a registered non-profit residential housing society or government agency, or operated by a registered non-profit residential housing society or government agency pursuant to a legally binding arrangement with the property owner; and

(b) subject to a housing agreement with the City, or a covenant in favour of the City, securing its use as a below-market housing unit in perpetuity",

"**ADP**" means
the City's Advisory Design Panel

"**anchor rod**" means

any steel or other rod, pipe or thing an intended purpose of which is to shore or support an excavation face or to prevent subsidence

"CALUC" means
Community Association Land Use Committee

"**Committee**" means

a select or standing committee of Council

"**Community Meeting**" means

a public meeting held in association with a Community Association Land Use Committee operating under the Community Association Land Use Committee Procedures for Processing Rezoning and Variance Applications as approved by a resolution of Council

"**development permit**" or "**DP**" means
a permit authorized by Section 490 of the *Local Government Act*

"**development variance permit**" or "**DVP**" means

a permit authorized by Section 489 of the *Local Government Act*

"**Director**" means

the City's Director of Sustainable Planning and Community Development Department

"**Engineer**" means

the City's Director of Engineering and Public Works or a person acting under his authority

"**HAPL**" means

the City's Heritage Advisory Panel;

"**heritage alteration permit**" means

a permit authorized by Section 617 of the *Local Government Act*

"**heritage conservation area"** or "**HCA**" means

an area designated pursuant to section 614(1) of the *Local Government Act*

"heritage registered property" means

property listed on the community heritage register under section 598 of the *Local Government Act*

"heritage revitalization agreement" means
an agreement authorized by Section 610 of the *Local Government Act*

"**Official Community Plan**" or "**OCP**" means

the City's Official Community Plan Bylaw, 2012

"public comment" means

members of the public addressing Council, other than at a public hearing, regarding the subject matter of a decision Council proposes to make

"public hearing" means

a public hearing that is required to be held under the *Local Government Act* before Council adopts a bylaw

"**temporary use permit**" or "**TUP**" means – new as per 17-054

a permit authorized by Section 493 of the *Local Government Act*

"TRG" means

the Technical Review Group composed of City of Victoria staff

"zoning bylaw" means

the City's Zoning Regulation Bylaw and Zoning Bylaw 2018

Applications subject to this bylaw

5. This bylaw establishes fees and procedures in relation to applications for:

   (a) an amendment to the zoning bylaw;

   (b) an amendment to the OCP;

   (c) an amendment to a land use contract;

   (d) a temporary use permit;

   (e) a heritage revitalization agreement;

   (f) a development variance permit;

   (g) a development permit;

   (h) a heritage alteration permit.

PART 2 - APPLICATIONS

Pre-application requirements

6. Before submitting an application to initiate changes to the OCP or zoning bylaw, the applicant must:

   (a) pay to the City the pre-application notification fee as calculated in accordance with Schedule A of this Bylaw;

   (b) arrange and participate in a Community Meeting not more than six months in advance of the application submission date;

   (c) submit plans for the proposed development to the City to post online for public comment not less than 30 days and not more than six months in advance of the application submission date; and

   (d) post signage in accordance with Schedule C-1 of this Bylaw.

6A. The pre-application notification fee under section 6(a) does not apply where the requirements of section 6(b), (c) and (d) have all been waived pursuant to section 8.

6B. The Director may require the applicant to repeat the requirements in section 6 if the plans for the proposed development has had the following revisions:

   (a) additional uses added;

   (b) increase in height or density; or

   (c) decrease in setbacks or increase in site coverage equal to or greater than 20%.

6C. In the event section 6B is triggered and the requirements under 6(b), (c) and (d) have not been waived pursuant to section 8, the applicant must pay the pre-application notification fee as calculated in accordance with Schedule A.

Notification Distance

7. The City will provide owners and occupiers within the areas specified in Section 7A with notification of the date of the processes under section 6(b) and (c), if applicable.

7A. The notification under section 7 will be provided to the owners and occupiers of properties located within:

(a) 100 metres of the property that is the subject of the application (the "subject property") if the application is for one of the matters listed in Section 27 of this Bylaw;

(b) 200 metres of the property that is the subject of the application if the application is to amend the zoning bylaw and also requires an amendment to the Urban Place Designation for the subject property in the *Official Community Plan*; or

(c) 200 metres of the property that is the subject of the application if the application is to amend the zoning bylaw and requires the creation of or amendment to guidelines in the *Official Community Plan* for one or more Development Permit Areas or Heritage Conservation Areas.

Waiving Pre-application Requirements

8. The requirement under section 6(b) may be solely waived or the requirements under sections 6(b), (c) and (d) may be waived altogether, by:

(a) Council;

(b) in writing by the CALUC in the area in which the proposed development is located; or

(c) by the Director, if, in the Director's opinion:

i. the applicant has made reasonable attempts to hold a Community Meeting; or

ii. extraordinary circumstances exist that make it unsafe or impractical to hold a Community Meeting.

Application Forms

9. The Director is authorized to establish and revise the application form for any application to be used from time to time pursuant to this Bylaw.

Application requirements

10. All applications must be submitted to the Director on the form provided by the City for the purpose of the application, and must be accompanied by:

    (a) all of the information and supporting documents specified in the application form;

    (b) the fees set out in Schedule A to this Bylaw.

Evidence of participation in a Community Meeting

11. If a Community Meeting was required in relation to an application, the applicant must submit evidence that the applicant has participated in the Community Meeting.

Receipt of applications

12. If a person submits a complete application to the Director, the Director must process the application.

Incomplete applications

13. If a person submits an incomplete application to the Director, the Director may:

    (a) process the application; or

    (b) refuse to process the application.

Notification of incomplete applications

14. If the Director refuses to process an incomplete application, the Director must inform the applicant, either verbally or in writing, why the application is incomplete.

Application Referral

15. When processing an application, the Director may refer the application to other agencies or associations, the TRG, Advisory Committees or other staff members.

Application Review Summary

16. When processing an application the Director may provide an applicant with a summary of any feedback the Director receives following the referrals contemplated in Section 15.

Council Referral

17. Council or a Committee of Council may refer a development permit application or a heritage alteration permit to ADP or HAPL or a joint meeting of ADP and HAPL for its recommendations concerning the design of the application or other matters within the ADP's or HAPL's terms of reference.

Application fee

18. The application fee for an application under this Bylaw is the sum of the following amounts, each of which is set out in, or must be calculated in accordance with, Schedule A:

    (a) the pre-application fee for giving notice;

    (b) the base application fee;

    (c) the administration fee; and

    (d) the resubmission fee.

Affordable Housing application fee

19. Notwithstanding Section 18, for an application under this Bylaw where all of the dwelling units proposed in the development are affordable housing dwelling units, no base application fee or variance fee is required.

20. Notwithstanding Section 18, for an application under this Bylaw where a portion of the dwelling units proposed in the development are affordable housing dwelling units, the base application fee and variance fee are reduced based on the floor area of affordable housing units as a percentage of the total floor area of the building. Fees are not reduced for floor areas associated with common areas, parking or amenity space.

Refund

21. An applicant who has paid the base application fee is entitled to:

    (a) a 90% refund if the application is withdrawn or cancelled within 15 business days from the date of submission; or

    (b) a 75% refund if the application is withdrawn or cancelled within 40 business days from the date of submission.

21A. An applicant who has paid the base application fee pertaining to a proposed development in Development Permit Area 15F and complied with the applicable provisions of the City's Tenant Assistance Policy and a Tenant Assistance Plan consistent with such Policy is entitled to a refund of $5000 of that fee after the City has issued an occupancy permit for the development.

Refund of administration fee

22. An applicant who has paid the administration fee in relation to an application is entitled to a refund of that fee if the application is cancelled, withdrawn or abandoned, and the applicant requests a refund, before the City has incurred any expenses in relation to the giving notice of a public hearing, the waiver of a public hearing, or an opportunity for public comment in relation to the application.

Landscape security

23. The City may require the applicant to provide landscape security calculated in

accordance with Schedule E of this Bylaw, and if landscape security is required, it must be provided to the City before issuance of a building permit.

Cancellation of Applications

24. (a) If an application has been accepted by the Director for processing and further information from the applicant is requested after review by the Director, TRG Committee or Council, the applicant is required to provide the requested information within 6 months. If the applicant does not provide the requested information within 6 months of the request, the City will provide a final written notification to the applicant and if the requested information is not provided within 3 months of the final written notification, the file will be closed.

(b) If an application is declined by Council resolution, the file will be closed.

Reapplication - cancelled file

25. (a) An applicant wishing to reopen a cancelled file under Section 24(a) must submit a new application and pay the applicable fee prescribed in Schedule A of this Bylaw, but the one year waiting period for reapplications under Section 35 of this Bylaw does not apply.

(b) An applicant wishing to reopen a closed file under Section 24(b) must submit a new application in accordance with the timeline under Section 35 and pay the application fee prescribed in Schedule A of this Bylaw.

Application Sign Posting Requirements - Permits

26. A person who submits an application for any of the following must post signage in compliance with Schedule B of this Bylaw:

(a) development variance permit;

(b) development permit with variances;

(c) heritage alteration permit with variances;

(d) a temporary use permit.

Application Sign Posting Requirements – Other applications

27. A person who submits an application for any of the following must post signage in compliance with Schedule C of this Bylaw:

(a) A zoning bylaw amendment;

(b) an *Official Community Plan Bylaw* amendment;

(c) an application to amend a land use contract, if the amendment relates to the use or density of an area covered by the contract;

(d) a heritage revitalization agreement bylaw if the agreement or an amendment would permit a change to the use or density of use that is not otherwise authorized by the applicable zoning.

28. Section 27 does not apply to City-initiated amendments:

(a) that involve ten or more parcels; or

(b) where, in the opinion of the Director, the posting of signage is not practical because the owner of the affected site does not consent and there is no suitable public property for the signage in sufficiently close proximity to the affected site.

Public hearing

29. In accordance with the *Local Government Act*, a public hearing is required before Council adopts a bylaw to:

(a) amend the zoning bylaw;

(b) amend the OCP;

(c) amend a land use contract, if the amendment relates to density or use of an area covered by the contract;

(d) enter into or amend a heritage revitalization agreement, if the agreement or amendment would permit a change to the use or density of use that is not otherwise authorized by the applicable zoning.

Right to waive a public hearing

30. Council may waive the holding of a public hearing in relation to a zoning amendment bylaw if the proposed amendment is consistent with the OCP.

Opportunity for public comment

31. Council may provide an opportunity for public comment before passing a resolution to issue:

(a) a development variance permit, other than a permit that varies a bylaw under Section 526 of the *Local Government Act*;

(b) a development permit with variances;

(c) a heritage alteration permit with variances; or,

(d) a temporary use permit.

Notice of public hearing

32. The distance specified for the purpose of the notification of a public hearing required in relation to any of the following is 100 m:

(a) an amendment to the zoning bylaw;

(b) an amendment to the OCP;

(c) an amendment to a land use contract, if the amendment relates to density or use of an area covered by the contract;

(d) a heritage revitalization agreement bylaw.

Notice of opportunity for public comment

33. If Council proposes to provide an opportunity for public comment, the City will mail or otherwise deliver notice of the opportunity to the owners and occupiers of all parcels that are the subject of, or that are adjacent to the parcels that are the subject of, the permit in relation to which Council proposes to make a decision.

Notice requirements for temporary use permits or development variance permit

34. For the purposes of Section 494 of the *Local Government Act*, if Council proposes to pass a resolution to issue a temporary use permit, the distance specified for the purpose of notification is all parcels that are the subject of, or that are adjacent to, the parcels that are the subject of the permit in relation to which Council proposes to make a decision.

Reapplications

35. If the Council does not approve an application submitted in accordance with this bylaw, a person must not submit the same application within one year of the date of Council's decision to not approve the application. However, Council may, by an affirmative vote of at least 2/3 of its members that are eligible to vote on the reapplication, allow a person to reapply within the one year period.

PART 3 – DELEGATION AND RECONSIDERATION

Types of permits

36. Council delegates to the Director the authority to issue the types of permits listed in column A of the table attached as Schedule D to this Bylaw, in the areas listed in column B, accordance with the conditions set out in column C.

Referral

37. Before exercising the delegated authority to make a decision under this Bylaw, the Director may refer an application to other agencies or associations, ADP, HAPL, the TRG, or other staff as required.

Referral consideration

38. If the Director refers an application as contemplated in Section 37 above, the Director must consider but is not bound to accept any recommendations or comments of the body or bodies to which the Director has referred the application.

Landscape security delegation

39. Council delegates to the Director the authority to require landscape security in accordance with Section 23, which amount shall be calculated in accordance with Schedule E of this Bylaw.

Council reconsideration

40. If an application is refused, or if the applicant objects to a proposed provision of the permit or approval, the applicant may request that Council reconsider the decision of the Director in accordance with the provisions for reconsideration set out in this Part.

Time limit for reconsideration

41. Within 10 days of being notified in writing of a decision of the Director the applicant may apply to the City's Corporate Administrator to have Council reconsider a decision of the Director.

Notice of reconsideration

42. The City's Corporate Administrator must give the applicant at least 10 days' notice of the time and place of Council's reconsideration, and of the applicant's right to appear before Council to make representations concerning the application.

Representation to Council

43. A person exercising the right of reconsideration may make oral or written submission to Council and may appoint a representative to make representation.

Council's authority

44. Council may either confirm the decision made by the Director or substitute its own decision, including conditions of a permit or additional conditions of the permit.

PART 4 – ENCROACHMENTS IN DELEGATED APPROVALS

Encroachments for decorative features

45. Council delegates to the individual provided in section 46 the authority to approve an encroachment on the terms provided in sections 48 and 49, if all of the following requirements are satisfied:

    (a) the application has been delegated to the Director in accordance with section 36 of this Bylaw;

    (b) the proposed development does not require any approvals by Council;

    (c) the application includes any awning, canopy, siding, sign or other decorative architectural feature that encroaches upon, under or over City property; and

    (d) in the Engineer's opinion, the encroachment can be removed without affecting the support or stability of the building.

46. The delegated authority to approve an encroachment pursuant to section 45 is the following person (the "Delegated Authority"):

(a) for an encroachment upon, under or over City street, to the Engineer;
(b) for an encroachment upon, under or over City park, to the City's Director of Parks, Recreation and Facilities; and

(c) for an encroachment upon, under or over any other City property, to the City's Head of Strategic Real Estate.

47. The delegation authority in section 45 does not apply to any encroachment that contains habitable space, including balconies and bay windows.

48. Any owner of real property desiring permission to excavate for, construct, use or maintain any encroachment permitted by section 45 upon, under or over City property appurtenant to such real property, or desiring permission to continue the existence, maintenance or use of any encroachment permitted by section 45 on City property appurtenant to such real property previously existing, maintained or used without City permission, shall submit to the Delegated Authority a written application accompanied by such plans as the Delegated Authority may require showing the details of such encroachment, to the satisfaction of the Delegated Authority; and the Delegated Authority, upon being satisfied as to the safety and advisability of such encroachment, may grant permission for such encroachment.

49. (a) Before proceeding with the excavation for or construction of or continuing the existence, use or maintenance of an encroachment for which permission has been granted by the City pursuant to section 48, the owner shall first enter into an agreement with the City in the form of Schedule F.

(b) The Delegated Authority is authorized to execute the agreement in the Form of Schedule F if permission has been granted pursuant to section 48.

Encroachments for anchor rods

50. Council delegates to the Engineer the authority to approve an encroachment on the terms provided in sections 51 to 53, if both of the following requirements are satisfied:

(a) the proposed development has already been approved by Council or under the Director's delegated authority; and

(b) the application includes any installation of anchor rods that encroach upon, under or over City property.

51. A person intending the installation of anchor rods under any City property shall, before commencing the installation, submit to the Engineer a written application for permission accompanied by plans sealed by a professional engineer indicating the proposed:

(a) depth, length and number of anchor rods;

(b) area of excavation face abutting City property;

(c) details of which anchor rods will be removed, de-tensioned or fully grouted and the time by which they will be removed, de-tensioned or fully grouted; and

(d) such other details as the Engineer may require.

52. The Engineer, if of the opinion that the use of anchor rods will not adversely affect the City's property or interests, may permit the installation of anchor rods pursuant to section 50 in accordance with plans submitted under section 51, if the owner of the real property to which the anchor rods will be appurtenant first:

    (a) pays the City a non-refundable fee of $750;

    (b) pays the City a one-time charge of $25 per square metre of area of the proposed excavation face that will be supported by anchor rods and abuts a street or lane as calculated by the Engineer; and

    (c) enters into an agreement with the City in the form of Schedule G.

53. The Engineer is authorized to execute the agreement in the Form of Schedule G if permission has been granted pursuant to section 52.

General

54. Council delegates to the Engineer and the City Solicitor the authority to grant permission for and authorize the execution by the Engineer of:

    (a) a termination of any agreement authorized under this Part 4 pertaining to an encroachment when such encroachment has been removed to the satisfaction of the Engineer;

    (b) the assignment of an existing encroachment agreement authorized under this Part 4 to a new property owner; and

    (c) the release of an existing encroachment agreement authorized under this Part 4 when such agreement is to be replaced by a new agreement.

READ A FIRST TIME on the	**10th**	day of	**March**	2016.
READ A SECOND TIME on the	**10th**	day of	**March**	2016.
READ A THIRD TIME on the	**24th**	day of	**March**	2016.
ADOPTED on the	**24th**	day of	**March**	2016.

"CHRIS COATES"	**"LISA HELPS"**
CORPORATE ADMINISTRATOR	MAYOR

City of Victoria

Bylaw No. 16-028

Schedule A

APPLICATION FEES

1. Pre-application fee

The pre-application fee for giving notice, is:

(1) $800 if notice must be given to owners and occupiers of properties within 100 metres of the subject property; or,

(2) $2400 if notice must be given to owners and occupiers of properties within 200 metres of the subject property.

2. Base application fee

(1) The base application fee for an application to amend the Official Community Plan is $2500.

(2) The base application fee described in paragraph (3) applies to the following applications:

(a) a zoning bylaw amendment;

(b) an application to amend a land use contract, if the amendment relates to density or use of an area covered by the contract;

(c) a heritage revitalization agreement bylaw if the agreement or an amendment would permit a change to the use or density of use that is not otherwise authorized by the applicable zoning;

(d) a temporary use permit.

(3) The base application fee for the applications listed in paragraph (2) is calculated as follows, plus $250 for each variance that is requested or proposed in the application:

(a) For an application in which the proposed development is exclusively residential use:

(i) Proposal for one duplex: $3000;

(ii) Proposal for one triplex: $4000;

(iii) Proposal for one, two or three dwelling units that are not captured by paragraph (3)(a)(i) or (ii): $2000 per dwelling unit proposed;

(iv) Proposal pertaining to more than three dwelling units (regardless of dwelling unit type): $6000 plus $0.50 per square metre of floor area.

(b) For an application in which the proposed development is non-residential use or mixed use:

(i) Proposal equal to or under 500 square metres: $3000 plus $0.50 per square metre of floor area;

(ii) Proposal over 500 square metres: $6000 plus $0.50 per square metre of floor area.

(c) For an application in which the proposed development is not captured by paragraph (3)(a) or (b): $2000.

(d) For an application described in paragraph (3)(a), (b), or (c), in which any accessory dwelling units are proposed, the accessory dwelling units are not counted as dwelling units for the purposes of calculating the base application fee.

(e) Notwithstanding paragraph (3)(d), an application in which only accessory dwelling unit(s) are proposed shall have a base application fee of $2000.

(4) The base application fee described in paragraph (5) applies to the following applications:

(a) a development permit;

(b) a heritage alteration permit.

(5) The base application fee for the applications listed in paragraph (4) is calculated as follows, plus $250 for each variance that is requested or proposed in the application:

(a) For an application in which the proposed development is exclusively residential use:

(i) Proposal for one duplex: $3000;

(ii) Proposal for one triplex: $4000;

(iii) Proposal for one, two or three dwelling units that are not captured by paragraph (5)(a)(i) or (ii): $2000 per dwelling unit proposed;

(iv) Proposal pertaining to more than three dwelling units (regardless of dwelling unit type): $6000 plus $2.50 per square metre of floor area;.

(v) Notwithstanding the previous subparagraphs (i) – (iv), the following fees apply for proposed developments in Development Permit Area 15F:

(A) Proposal for up to six dwelling units: $12,000,

(B) Proposal for more than six dwelling units: $15,000.

(b) For an application in which the proposed development is non-residential use or mixed use:

(i) Proposal equal to or under 500 square metres: $3000 plus $2.50 per square metre of floor area;

(ii) Proposal over 500 square metres: $6000 plus $2.50 per square metre of floor area.

(c) For an application in which the proposed development is not captured by paragraph (5)(a) or (b): $2000.

(d) ~~For~~ With the exception of applications described in paragraph (5)(a)(v), for an application described in paragraphs (5)(a), (b), or (c), in which any accessory dwelling units are proposed, the accessory dwelling units are not counted as dwelling units for the purposes of calculating the base application fee.

(e) Notwithstanding paragraph (5)(d), an application in which only accessory dwelling unit(s) are proposed shall have a base application fee of $2000.

(f) If a development permit or heritage alteration permit application is submitted under paragraph 5(a)(i), (ii) or (iii) in conjunction with an application under paragraph 2 for the same project:

(i) only one base application fee is payable, calculated in accordance with paragraph (3); and

(ii) only one variance fee is payable for each proposed variance, calculated in accordance with paragraph (3).

(6) The base application fee for a development variance permit is $750 (includes one variance), plus $250 for each additional variance that is requested or proposed in the application beyond the first.

(7) The base application fee for a development permit for subdivision only is $250 for each new lot that is proposed to be created in the application.

(8) Notwithstanding paragraph (4), the base application fee for a permit which the Director is authorized to issue is $200. Where a parking variance is proposed an additional fee of $250 will apply.

(9) Notwithstanding paragraph (8), the base application fee for a permit which the Director is authorized to issue in:

(a) Development Permit Area 16 for buildings over 100 m2 is 50% of the development permit fee as provided in paragraph (5);

(b) Development Permit Area 15E is 50% of the development permit fee as provided in paragraph (5);~~.~~

(c) Development Permit Area 15F for a proposal for up to six dwelling units is $10,000;

~~(b)~~(d) Development Permit Area 15F for a proposal for more than six dwelling units is $13,000.

(10) Notwithstanding paragraph (4), the base application fee is $500 for an application:

(a) proposing only emergency preparedness container(s) and equipment that are collectively under 100 m2 in floor area; and

(b) that does not fall within paragraph (8).

(11) Notwithstanding paragraphs 4(b) and 8, no base application fee is payable for a heritage alteration permit for a single family dwelling or duplex; however, where a variance is proposed, a fee of $250 for each variance applies.

(12) Notwithstanding paragraph (2), the base application fee to allow any “storefront cannabis retailer” use is the greater of $7500 and the application fee calculated in accordance with paragraph (3).

3. Administration Fee

(1) The administration fee for an application that requires a public hearing, payable when the Council forwards the bylaw to a public hearing, is as follows:

(a) For an application for heritage designation: No fee;

(b) For all other applications: $1800.

(2) The administration fee for an application in respect of which Council provides an opportunity for public comment, payable when Council determines the date of the opportunity for public comment, is as follows:

(a) For a temporary use permit: $1800;

(b) For all other applications: $200.

4. Resubmission fee

(1) If the plans submitted in support of the application require revisions as set out in an Application Review Summary as provided by the TRG, revised plans will be reviewed by City staff and no additional fees will be charged.

(2) If plans are revised as a result of changes proposed by the applicant, and not requested by staff, Committee, Council, ADP or HAPL, then an additional fee of $500 shall be required for each new submission.

(3) There is no resubmission fee when an applicant resubmits revised plans in response to comments arising from City staff, Committee, Council, ADP or HAPL.

5. Amendments to existing legal agreements

The fee to have an existing legal agreement with the City amended is $500 plus the City's legal costs to complete the amendment.

6. Request Council authorization

The fee to request staff to prepare and present a report to Council in order to request Council authorization is $1000.

7. Site profile for contaminated sites

If a site profile for contaminated sites is required in conjunction with an application, the fee is $100.

City of Victoria

Bylaw No. 16-028

Schedule B

PROCEDURES FOR SIGN POSTING – PERMITS

1. For the following applications, a notice sign or signs shall be posted on the property or properties subject to the application:

   (a) Development variance permit;

   (b) Development permit with variances;

   (c) Heritage alteration permit with variances;

   (d) Temporary use permit.

2. The City shall determine the specifications, format, and information content of the sign or signs.

3. The applicant shall:

   (a) obtain the sign or signs from the City or obtain the specifications for the sign from the City:

   (b) post the sign or signs on the subject property for a minimum of 10 days prior to the date of the Council's meeting concerning the application;

   (c) post additional meeting notices and additional signs if required;

   (d) maintain the sign or signs on the subject property for the required time period.

4. The applicant shall post the sign or signs in a prominent location, clearly visible from the street, and on the site that is subject to the application. The City shall determine the required number and location of the sign or signs, taking into account the configuration of the site and visibility to the public.

City of Victoria

Bylaw No. 16-028

Schedule C

PROCEDURES FOR SIGN POSTING – OTHER APPLICATIONS

1. For the following applications a notice sign or signs shall be posted on the property or properties subject to the application:

   (a) rezoning;

   (b) application to amend a land use contract, if the amendment relates to density or use of an area covered by the contract;

   (c) official community plan bylaw amendment;

   (d) heritage revitalization agreement, if the agreement or an amendment would permit a change to the use or density of use that is not otherwise authorized by the applicable zoning.

2. The City shall determine the specifications, format, and content of the sign or signs, and provide the specifications to the applicant or the applicant's agent.

3. The applicant shall, at its sole expense:

   (a) prepare the sign or signs in accordance with the specifications provided by the City;

   (b) post the sign or signs on the subject property for a minimum of 10 days prior to the initial Committee meeting;

   (c) post additional meeting notices and additional signs if required by the City;

   (d) maintain the sign or signs on the subject property until the Public Hearing for the application has been held.

4. The applicant shall post the sign or signs in a prominent location, clearly visible from the street, and on the site that is subject to the application. The City shall determine the required number and location of the sign or signs, taking into account the configuration of the site and visibility to the public.

City of Victoria

Bylaw No. 16-028

Schedule C-1

PROCEDURES FOR SIGN POSTING – PRE-APPLICATION PUBLIC INPUT

1. The City shall determine the specifications, format, and content of the sign or signs, and provide the specifications to the applicant or the applicant's agent.

2. The applicant shall, at its sole expense:

   (a) prepare the sign or signs in accordance with the specifications provided by the City;

   (b) post the sign or signs on the subject property for 30 consecutive days and no longer than 35 days, with such period of time to be calculated starting from the same day the plans are posted online by the City for public input;

   (c) post additional signs if required by the City;

   (d) maintain the sign or signs on the subject property for the duration of the notice period under section 1.

3. The applicant shall post the sign or signs in a prominent location, clearly visible from the street, and on the site that is subject to the application. The City shall determine the required number and location of the sign or signs, taking into account the configuration of the site and visibility to the public.

City of Victoria

Bylaw No. 16-028

Schedule D

DELEGATED APPROVALS

The Director is authorized to issue the types of permits listed in Column A, in the areas set out in Column B, subject to the conditions specified in Column C of the following table.

Row #	A. Permit Types	B. DPAs and HCAs	C. Conditions
1	DP for new buildings, building additions, structures and equipment	DPA 10A: Rock Bay DPA 10B (HC): Rock Bay Heritage DPA 16: General Form and Character	Permit valid for two years from the date of issuance.
2	HAP without variances for a single family dwelling or duplex	All DP Areas and all HCAs	The Director is satisfied that the application is consistent with any applicable guidelines in the OCP. Permit valid for two years from the date of issuance.
3	DP or HAP authorizing minor amendments to plans attached to or referenced in an existing approved permit	All DP Areas and all HCAs	The Director is satisfied that the proposed amendments are substantially in accord with the terms and conditions of the original approved permit, including variances and are consistent with the guidelines under the OCP. The expiry date of the original permit applies.
4	DP or HAP for the renewal of an existing valid DP or HAP	All DP Areas and all HCAs	The permit being renewed must be: o unlapsed at the time of application; o unchanged from the original application; and o not subject to any new policies or regulations.

Row #	A. Permit Types	B. DPAs and HCAs	C. Conditions
			Permit valid for two years from the date of issuance.
5	DP for new buildings, building additions, structures and equipment	DPA 8: Victoria Arm - Gorge Waterway	The guidelines set out in the OCP must be satisfied. Permit is valid for two years from the date of issuance.
6	DP for new buildings, building additions, structures and equipment that are less than 100 m^2 in floor area	DPA 2 (HC): Core Business DPA 3 (HC): Core Mixed-Use Residential DPA 4: Town Centres DPA 5: Large Urban Villages DPA 6A: Small Urban Villages DPA 6B (HC): Small Urban Villages Heritage DPA 7A: Corridors DPA 7B (HC): Corridors Heritage DPA 10A: Rock Bay DPA 10B (HC): Rock Bay Heritage DPA 11: James Bay and Outer Harbour DPA 12 (HC): Legislative Precinct DPA 13: Core Songhees DPA 14: Cathedral Hill Precinct	Permit is valid for two years from the date of issuance.
7	DP for an accessory building or buildings	DPA 15A: Intensive Residential - Small Lot DPA 15B: Intensive Residential - Panhandle DPA 15D: Intensive Residential – Duplex DPA 15E: Intensive Residential – Garden Suites	Permit is valid for two years from the date of issuance.

Row #	A. Permit Types	B. DPAs and HCAs	C. Conditions
8	DP for floating buildings, floating building additions or floating structures of any size	Fisherman's Wharf Marine District Zone within DPA 11: James Bay and Outer Harbour	Permit is valid for two years from the date of issuance.
9	DP for floating buildings, floating building additions and floating structures that do not exceed 100 m^2 in floor area	All DP Areas and all HCAs	Permit is valid for two years from the date of issuance.
10	DP or HAP for the replacement of exterior materials on existing buildings	All DP Areas and all HCAs	Permit is valid for two years from the date of issuance.
11	DP or HAP for landscaping changes where there is an approved DP or HAP where no occupancy permit has been issued	DPA 1 (HC) DPA 2 (HC): Core Business DPA 3 (HC): Core Mixed-Use Residential DPA 4: Town Centres DPA 5: Large Urban Village DPA 6A: Small Urban Village DPA 6B (HC): Small Urban Village Heritage DPA 7A: Corridors DPA 7B (HC): Corridors Heritage DPA 8: Victoria Arm-Gorge Waterway DPA 9 (HC): Inner Harbour DPA 10A: Rock Bay DPA 10B (HC): Rock Bay Heritage DPA 11: James Bay and Outer Harbour DPA 12 (HC): Legislative Precinct DPA 13: Core Songhees DPA 14: Cathedral Hill Precinct HCA 1 DPA 15A: Intensive Residential - Small Lot	The proposed landscaping must comply with applicable design guidelines or be in accordance with a landscape plan that is attached to and forms part of an approved permit.

Row #	A. Permit Types	B. DPAs and HCAs	C. Conditions
		DPA 15B: Intensive Residential - Panhandle DPA 15C: Intensive Residential - Rockland DPA 15D: Intensive Residential - Duplex DPA 15E: Intensive Residential - Garden Suites DPA 16: General Form and Character DPA 15F: ~~Intensive Residential – Attached Residential Development~~Missing Middle Housing HCA 1: Traditional Residential	
12	DP or HAP for landscaping changes where there is an approved DP or HAP after the occupancy permit has been issued	DPA 1 (HC): Core Historic DPA 2 (HC): Core Business DPA 3 (HC): Core Mixed Use-Residential DPA 4: Town Centres DPA 5: Large Urban Village DPA 6A: Small Urban Village DPA 6B (HC): Small Urban Village Heritage DPA 7A: Corridors DPA 7B (HC): Corridors Heritage DPA 8: Victoria Arm-Gorge Waterway DPA 9 (HC): Inner Harbour DPA 10A: Rock Bay DPA 10B (HC): Rock Bay Heritage DPA 11: James Bay and Outer Harbour DPA 12 (HC): Legislative Precinct DPA 13: Core Songhees	The proposed landscaping must comply with applicable design guidelines or be in accordance with a landscape plan that is attached to and forms part of an approved permit

Row #	A. Permit Types	B. DPAs and HCAs	C. Conditions
		DPA 14: Cathedral Hill Precinct HCA 1: Traditional Residential	
13	Landscaping changes without an approved Development Permit or Heritage Alteration Permit	DPA 1 (HC): Core Historic DPA 2 (HC): Core Business DPA 3 (HC): Core Mixed Use-Residential DPA 4: Town Centres DPA 6B (HC): Small Urban Villages Heritage DPA 7B (HC): Corridors Heritage DPA 8: Victoria Arm - Gorge Waterway DPA 9 (HC): Inner Harbour DPA 10B (HC): Rock Bay Heritage DPA 12 (HC): Legislative Precinct HCA 1: Traditional Residential	The proposed landscaping must comply with applicable guidelines. Permit is valid for two years from the date of issuance.
14	Temporary buildings and structures that do not exceed 100 m^2 in floor area	All DP Areas and all HCAs	Temporary buildings and structures located on private property. Covenant in place to ensure removal of temporary buildings or structures within two years from the date of issuance of the Development Permit for the temporary building or structure.
15	Temporary construction trailers and temporary residential unit sales trailers	All DP Areas and all HCAs	Temporary construction trailers and temporary residential unit sales trailers located on private property. Covenant is in place to ensure removal of temporary construction trailers and temporary residential unit sales

Row #	A. Permit Types	B. DPAs and HCAs	C. Conditions
			trailers subject to the following time frame: ○ Six months after the date the City issues an Occupancy Permit for the principal building or structure on the property; or ○ Six months after the date that the principal building or structure on the property is no longer the subject of a valid and subsisting Building Permit; or ○ If neither a Building Permit or Occupancy Permit is required or will be issued for the principal building on the property, then two years from the date of issuance of the Development Permit for the temporary construction trailers and temporary residential unit sales trailer.
16	DP for new buildings and building additions that are less than 150m^2 in floor area.	CD-9 Zone, Dockside District within DPA 13: Core Songhees	The proposed building and building addition must comply with applicable guidelines Permit is valid for two years from the date of issuance.
17	DP for changes to landscaping previously approved under a Development Permit or Heritage Alteration Permit	CD-9 Zone, Dockside District within DPA 13: Core Songhees	The proposed landscaping must comply with applicable guidelines or be in accordance with a landscape plan that is attached to and form part of an approved permit. Permit is valid for two years from the date of issuance.
18	A DP or HAP with a parking variance, where: i) the DP or HAP is delegated elsewhere in this table; and ii) the change of use is permitted in the zoning bylaw and relates to a	DPA 1 (HC): Core Historic DPA 2 (HC): Core Business DPA 3 (HC): Core Mixed-Use Residential DPA 4: Town Centres	The Director is satisfied that the proposal associated with the proposed parking variance does not adversely impact the neighbourhood by unduly

Row #	A. Permit Types	B. DPAs and HCAs	C. Conditions
	commercial, institutional or industrial use; and iii) the variance does not exceed 5 motor vehicle parking stalls; and iv) the total variance of long-term and/or short-term bicycle parking stalls does not exceed 6 stalls.	DPA 5: Large Urban Villages DPA 6A: Small Urban Villages DPA 6B (HC): Small Urban Villages Heritage DPA 7A: Corridors DPA 7B (HC): Corridors Heritage DPA 9 (HC): Inner Harbour DPA 10A: Rock Bay DPA 10B (HC): Rock Bay Heritage DPA 11: James Bay and Outer Harbour DPA 12 (HC): Legislative Precinct DPA 13: Core Songhees DPA 14: Cathedral Hill Precinct DPA 16: General Form and Character	contributing to on-street parking issues.
19	A DP or HAP with a parking variance, where: i) the DP or HAP is delegated elsewhere in this table; and ii) the change of use is permitted in the zoning bylaw and relates to a commercial, institutional or industrial use; and iii) the existing number of parking stalls is lawfully non-conforming pursuant to section 525 and 529 of the *Local Government Act*; and iv) the proposed new use requires no more than 5 additional motor vehicle parking stalls, even if the total variance for the building exceeds 5 motor vehicle parking stalls; and v) the proposed new use requires no more than 6	DPA 1 (HC): Core Historic DPA 2 (HC): Core Business DPA 3 (HC): Core Mixed-Use Residential DPA 4: Town Centres DPA 5: Large Urban Villages DPA 6A: Small Urban Villages DPA 6B (HC): Small Urban Villages Heritage DPA 7A: Corridors DPA 7B (HC): Corridors Heritage DPA 9 (HC): Inner Harbour DPA 10A: Rock Bay	The Director is satisfied that the proposal associated with the proposed parking variance does not adversely impact the neighbourhood by unduly contributing to on-street parking issues.

Row #	A. Permit Types	B. DPAs and HCAs	C. Conditions
	additional bicycle parking stalls, even if the total variance for the building exceeds 6 bicycle parking stalls.	DPA 10B (HC): Rock Bay Heritage DPA 11: James Bay and Outer Harbour DPA 12 (HC): Legislative Precinct DPA 13: Core Songhees DPA 14: Cathedral Hill Precinct DPA 16: General Form and Character	
20	DP, with or without variances, for new buildings, building additions, structures and equipment for residential developments with secured affordability	All DP Areas	The proposed development complies with the applicable guidelines. The proposed development is: 1. subject to a legal agreement securing affordability and rental tenure for a minimum period of 60 years, and is either: a. wholly owned and operated by a public housing body, as prescribed in the *Residential Tenancy Act*, or b. operated by a public housing body, as prescribed in the *Residential Tenancy Act,* pursuant to a legally binding arrangement with the property owner; or 2. subject to a legal agreement securing affordability for a minimum period of 60 years and is either wholly owned and operated by a housing cooperative meeting the below requirements, or operated by a housing cooperative that meets the below requirements and

Row #	A. Permit Types	B. DPAs and HCAs	C. Conditions
			operates the development pursuant to a legally binding arrangement with the property owner: a. the housing cooperative must i. be a housing cooperative pursuant to the *Cooperative Association Act*, ii. have purposes including the provision of affordable housing to low- or moderate-income households, and iii. have constating documents preventing the remuneration of directors and providing for the disposition of assets on dissolution or wind-up to an organization with similar purposes and restrictions. Permit is valid for two years from the date of issuance.
21	DPs for new buildings, building additions, structures, and equipment	DPA 15F: Missing Middle Housing	The proposed development complies with the applicable guidelines. Permit is valid for two years from the date is issuance.

City of Victoria

Bylaw No. 16-028

Schedule E

LANDSCAPE SECURITY

1 Landscape security amount

The landscape security shall be calculated at 120% of the total landscaping cost, based on an estimate of the landscaping costs that the applicant provides to the Director, with a minimum landscape security of $2000.

2 Landscaping costs

(a) The landscaping costs that must be included within the estimate provided to the Director include but are not limited to the following:

(1) Tree protection measures;

(2) Landscape grading;

(3) Landscape retaining walls;

(4) Landscape paving including structural bases;

(5) Landscape structures, such as fences, screen walls, living walls, built-in planters, and shade structures;

(6) Landscape furnishings, such as benches and seating, bicycle parking facilities, waste and recycling containers, recreational equipment, and play equipment;

(7) Plant materials, such as trees, shrubs, perennials, grasses or other ground cover;

(8) Green roofs;

(9) Sod and seeding;

(10) Growing medium;

(11) Structural soil cells;

(12) Water features;

(13) Site lighting;

(14) Labour;

(15) Irrigation; and

(16) Other landscape materials.

(b) All estimated costs provided under subsection (a) must include applicable taxes.

City of Victoria

Bylaw No. 16-028

Schedule F

ENCROACHMENT FOR DECORATIVE FEATURES

EASEMENT (ENCROACHMENT) AGREEMENT

THIS AGREEMENT dated for reference the __th day of ___, _____

BETWEEN:

_____

_____

(the "**Owner**")

AND:

CITY OF VICTORIA
1 Centennial Square, Victoria, British Columbia, V8W 1P6

(the "**City**")

WHEREAS:

A. The Owner is the owner of the Lands (as defined in this Agreement);

B. The Owner has requested that the City grant its permission for the use of the Easement Area (as hereinafter defined), which areas are portions of City property in the City of Victoria, for the purposes of erecting and maintaining a part of a building such part being _____[*insert description of encroaching structures*] and all support structures related thereto (the "**Structures**") over City property as shown on the Easement Area (as hereinafter defined);

C. The City agrees to grant the Owner's request to encroach on the Easement Area, subject to the provisions of the City's bylaws as amended from time to time and subject to the terms and conditions of this Agreement, and the City agrees to grant the Owner an easement in that regard;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of permission to encroach herein granted, the sum of ONE DOLLAR ($1.00) of lawful money of Canada paid by the Owner to the City, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the Owner hereby covenants, promises and agrees with the City as follows:

1. LANDS

1.1 The Owner owns lands situated in Victoria, British Columbia, which is more particularly described as:
Parcel Identifier: _____

_____

(the "**Lands**");

1.2 The City is the owner of that portion of _____ [*insert legal description or name of street if roadway*] comprising an area of _____ square meters as more particularly identified on Plan _____ [*insert specifics of Plan or sketch*] as the easement (the "**Easement Area**"), a reduced copy of which is attached hereto as Schedule "A" (the "**Servient Tenement**").

2. EASEMENT - PERMISSION TO ENCROACH

2.1 Subject to the terms of this Agreement, the City as owner of the Servient Tenement, does hereby grant, convey and confirm unto the Owner as owner of the Lands (as Dominant Tenement) for the benefit of the Lands and to be appurtenant to the Lands for the use and enjoyment of the Owner and its servants, agents, tenants, invitees and licensees and the owner or owners of all or any part of the Lands an easement for the non-exclusive use from time to time in common with the City as owner of the Servient Tenement and its servants, agents, tenants, invitees and licensees, any other persons to whom the City has granted rights to use the Easement Area for the purposes of constructing, installing maintaining, repairing and replacing the Structures (the "**Works**") including the right on the part of the Owner to allow the Structures to remain in and encroach upon the Easement Area in accordance with the terms of this Agreement.

2.2 The Owner shall not erect any work or encroachment in the Easement Area other than the Structures. The Owner shall not permit the Structures to encroach on any City property other than the Easement Area.

3. TERM

3.1 This Agreement commences on the date that it is fully signed by both parties and, subject to Part 13 hereof, expires when the building which the Owner has constructed on the Lands (the "**Building**") is demolished or significantly structurally altered such that the Easement Area is no longer required for the purposes of erecting and maintaining the Structures. For certainty, the easement herein granted will terminate, and will be of no further effect in the event the Building is demolished or removed from the Lands or in the event that the Building is modified such that it no longer encroaches on the Servient Tenement.

4. TITLE

4.1 This Agreement does not give the Owner any legal or equitable interest of any kind in the Easement Area or any exclusive right to occupy the Easement Area. The Easement Area retains its status as a _____[*highway, park, City property*].

5. MAINTENANCE

5.1 The Owner will carry out the Works in a proper and workmanlike manner so as to do as little injury to the Servient Tenement as possible.

5.2 The Owner shall at all times and at its own expense keep and maintain the Structures and the Easement Area in good and sufficient repair and in a neat and clean condition and in a manner which does not pose any risk to persons or property, all to the satisfaction of the City (without any obligation on the part of the City to determine what is sufficient repair or a safe condition).

5.3 The Owner shall make good at its own expense, all damage or disturbance which may be caused to the surface of the Servient Tenement in the exercise of their rights hereunder.

5.4 The Owner shall not make any structural alterations to any Structures in the Easement Area without the prior written consent of the City, which consent will not be unreasonably withheld or delayed, but provided that the Owner may make temporary alterations to any Structures in the event of an emergency in order to prevent or avoid risks to persons or property and that the Owner so soon thereafter as is reasonable in the circumstances applies for the consent of the City with respect to any necessary permanent structural alterations to such Structures.

5.5 If the Owner fails to keep the Structures and Easement Area in good repair and maintenance to the satisfaction of the City, the City may give notice to the Owner demanding that repairs and maintenance be done within the time specified by the City and if the Owner fails to do so, to the City's satisfaction, the City may, in its sole discretion (without any obligation to do so), cause such repairs to be made, including structural changes, as it deems necessary at the Owner's expense. The Owner shall pay the costs of the repairs to the City forthwith on demand.

5.6 In making repairs or doing maintenance, the City may bring and leave upon the Lands and the Easement Area, the necessary materials, tools and equipment and the City shall not be liable to the Owner for any inconvenience, annoyance, loss of business or other injuries suffered by the Owner by reason of the City effecting the repairs or maintenance or doing any work hereunder.

6. DESIGN SPECIFICATIONS

6.1 The Owner shall ensure that any Structures placed in the Easement Area conform to the requirements and specifications of the British Columbia Building Code and all other applicable statutes, regulations, bylaws and codes.

7. ENVIRONMENTAL PROTECTION

7.1 The Owner shall not do or permit to be done anything which may or does contaminate the Easement Area or any surrounding area and the Owner shall be solely responsible to remove all such contamination and remediate it to residential standards.

8. COMPLIANCE WITH LAWS

8.1 The Owner shall in respect of its use of the Easement Area and in relation to the Works and the use of the Structures comply with all applicable statutes, laws, regulations, bylaws, orders and other requirements of every governmental authority having jurisdiction.

9. INDEMNITY AND INSURANCE

9.1 The Owner shall indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from all suits, proceedings, losses, damages, expenses, demands, claims, costs (including actual costs of professional advisors and costs associated with remediation of contamination) and harm of any kind, howsoever caused, whether related to death, bodily injury, property loss, property damage or consequential loss or damage, arising out of or in any way connected with:

(a) The permission to encroach granted by this Agreement;

(b) The existence and use of the Easement Area for the purposes of the Works;

(c) Construction, maintenance, existence, use or removal of the Structures;

(d) The Owner's occupation or use of the Servient Tenement or the ground below or the air above for the purpose of such encroachment by the Building;

(e) Any failure to pay for labour and materials relating to the Structures;

(f) Any breach or default by the Owner under this Agreement; and

(g) Any wrongful act, omission or negligence of the Owner, its members, directors, officers, employees, contractors, subcontractors, licensees, invitees, customers and others for whom it is responsible.

9.2 The indemnity in Section 9.1 survives the expiry or earlier termination of this Agreement.

9.3 The Owner will take out and maintain during the Term, a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Owner in the amount of not less than five million dollars per single occurrence, or such greater amount as the City may from time to time designate and shall provide the City with a certificate of insurance evidencing coverage, or a certified copy of such policy or policies if requested .

9.4 All policies of insurance required under section 9.3 shall:

(a) name the City as an additional insured;

(b) contain a provision requiring the insurer not to cancel or change the insurance without first giving the City thirty (30) days notice in writing;

(c) contain a cross liability clause in favour of the City; and

(d) be in a form and on such terms, including with respect to deductible amounts, as are satisfactory to the City, in the City's sole and absolute discretion.

9.5 If the Owner does not provide or maintain in force the insurance required by this Agreement, then without limiting the City's right to terminate this Agreement, the City may take out the necessary insurance and pay the premium for periods of one year at a time and the Owner shall pay to the City the amount of the premium immediately on demand.

9.6 If both the City and the Owner claim to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the City and the balance, if any, to the settlement of the claim of the Owner.

9.7 Maintenance of such insurance shall not relieve the Owner of liability under the indemnity provisions of this Agreement.

9.8 The foregoing provisions shall not limit the insurance required by law, nor relieve the Owner from the obligation to determine what insurance it requires for its own purposes.

9.9 No finding of negligence, whether joint or several, as against the City in favour of any third party shall operate to relieve or shall be deemed to relieve the Owner in any manner from any liability to the City, whether such liability arises under this Agreement, under the provisions of the *Community Charter* as amended from time to time, or otherwise.

10. RELEASE

10.1 The Owner releases the City and its elected and appointed officials, officers, employees and agents from all claims of any kind, whether known or unknown, whether or not relating to negligence, which the Owner now has or at any future time may have, however caused, arising out of or in any way connected with the permission to encroach granted by this Agreement, the existence and use of the Easement Area, the Works, or the exercise by the City of any of its rights pursuant to this Agreement.

10.2 The release in Section 10.1 survives the expiry or earlier termination of this Agreement.

11. REMEDIES

11.1 The City retains the right on the termination of this Agreement to proceed with the enforcement of any indemnity or other remedy provided in this Agreement or otherwise.

12. COMPENSATION

12.1 Notwithstanding any provision of this Agreement, the Owner shall not be entitled to compensation for injurious affection or disturbance resulting in any way from the removal of the Structures in accordance with the terms of this Agreement and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the removal of the Structures or by reason of the termination of this Agreement.

13. TERMINATION

13.1 If the Owner fails to comply with the provisions of this Agreement, including, but not limited to, sections 5.2, 6.1, 7.1, 8.1 and 9.3 of the Agreement, this Agreement shall be terminated and all rights of the Owner hereunder shall thereupon lapse and be absolutely forfeited.

13.2 The City may, at any time, in its sole discretion, but acting in good faith, withdraw the rights it has granted to the Owner in this Agreement and terminate this Agreement on 12 months' written notice.

13.3 On receipt of notice under Section 13.1 or 13.2, the Owner shall, within the time period stated in the notice, at its expense, remove the Structures and otherwise restore the Easement Area to the satisfaction of the City.

13.4 If the Owner fails to remove the Structures as required by the City within the time period specified pursuant to this Agreement, the City may, in its sole discretion, cause the Structures to be removed at the Owner's expense.

13.5 In the circumstances described in Section 13.1, the City may, acting reasonably and in good faith, remove the Structures without notice if the subsistence of the Structures constitutes an immediate hazard to the public and if there is no other practical remedy available to the City to alleviate such immediate hazard, at the sole cost of the Owner.

14. ASSIGNMENT

14.1 The Owner shall not assign any of its rights and obligations arising from this Agreement to any person other than to the then-current owner of the Lands.

14.2 The Owner covenants and agrees not to transfer the Lands, or any portion thereof, without advising the purchaser or transferee of this Agreement and assigning the Owner's rights and obligations pursuant to this Agreement to the new owner of the Lands by mutual agreement.

14.3 In the event that the Owner fails to assign the rights and obligations of this Agreement to a new owner of the Lands as described in Section 14.2, the Owner shall continue to be bound by this Agreement in all respects notwithstanding that the Owner no longer owns the Lands.

15. RIGHT OF ENTRY

15.1 The City's employees or agents shall have the right at any and all times to enter into and upon the Lands and the Building for the purpose of maintaining or removing the Structures under this Agreement.

16. ALTERATION TO CITY PROPERTY AND PUBLIC STRUCTURES

16.1 In the event of any alteration or change made necessary to any present or future meter, water service, sewer, or other public structures or utility in the vicinity of the Lands by the construction, maintenance, use or removal of the Structures, the Owner shall reimburse the City or other utility provider for whatever expenses it may incur in making the alterations or changes that are deemed necessary by the City or the utility provider.

17. CITY'S RIGHTS RESERVED

17.1 This Agreement does not in any way restrict the right of the City at any time to widen, raise or lower, or otherwise alter the Servient Tenement abutting or adjoining the Lands (including by allowing the installation of utilities by various utility providers), or make orders or regulations for the use of the Servient Tenement, even if the effect of the alteration or the order or regulation may be to render the Structures, the Easement Area, or both, useless for the purposes of the Owner.

17.2 Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City

17.3 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public or private statutes, bylaws, order and regulations, all of which may be fully and effectively exercised in relation

to the Easement Area as if this Agreement had not been executed and delivered by the parties.

18. LICENCES AND PERMITS

18.1 The Owner shall, at its own expense, obtain and maintain all permits and authorizations as may be necessary and required to erect and maintain the Structures, including any building permit or electrical permit. Nothing in this Agreement relieves the Owner from the ordinary jurisdiction of the City.

19. OTHER MATTERS

19.1 The waiver by the City of default by the Owner shall not be deemed to be a waiver by the City of any subsequent default by the Owner. All waivers must be in writing.

19.2 Whenever it is required or desired that either party deliver a notice to the other, the delivery shall be deemed to be satisfactory if and deemed to have occurred when the notice has been:

(a) Delivered by hand, on the date of delivery; or

(b) Mailed by Xpresspost (Canada Post) requiring signature of the addressee on delivery, on the date received or on the sixth day after receipt of mailing by any Canada Post Office, whichever is the earlier, except that in the event of a strike or disruption in postal service, the notice shall not be deemed to be received until actually received;

to the address for that party on the first page of this Agreement or to whatever other address that may have, from time to time, been given by that party.

19.3 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context requires.

19.4 Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, permitted assigns, employees, agents, officers, elected officials and invitees of such party whenever the context so requires or allows.

19.5 Section headings are included for convenience only. They do not form a part of this Agreement and shall not be used in its interpretation.

19.6 If any part of this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

19.7 This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

19.8 The parties hereto shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

20. TIME OF ESSENCE

20.1 Time is of the essence of this Agreement.

21. INTERPRETATION

21.1 No part of the fee of the soil of the Servient Tenement will pass to or be vested under or by these presents in the Owner or the Owner's invitees, agents or successors in title.

21.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

21.3 All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

21.4 This Agreement is the entire agreement between the parties and the City had made no representations, warranties, guarantees, promises, covenants or agreements (oral or otherwise), to or with the Owner other than those expressed in this Agreement.

IN WITNESS WHEREOF the said Owner has hereunto set his hand and seal the day and year first above written.

The Corporation of the City of Victoria by its authorized signatories:)

_____)

[insert name and title of Delegated Authority])

_____*[name of owner]*)

by its authorized signatories:)

_____)

Authorized Signatory)

_____)

Authorized Signatory

SCHEDULE “A”

(insert plan)

City of Victoria

Bylaw No. 16-028

Schedule G

ENCROACHMENT FOR ANCHOR RODS

THIS AGREEMENT dated for reference the __th day of ___, _____.

BETWEEN:

_____
_____

(the "**Owner**")

AND:

CITY OF VICTORIA
1 Centennial Square, Victoria, British Columbia, V8W 1P6

(the "**City**")

WHEREAS:

A. The Owner is the owner of:
Parcel Identifier: _____
_____

(the "**Land**")

in the City;

B. The Owner has applied to the City for approval of the construction of a _____ [*describe development*] upon the Land, under the terms and conditions of the City of Victoria _____ [*insert permit type and number*].

C. In connection with the construction of the development referred to in Recital B, the Owner has requested the City to grant it permission to construct, use or continue the use or existence of an encroachment onto highways of which the City has the use and possession, which encroachment is appurtenant to the Land;

D. The City has agreed to grant the Owner's request, subject to the provision of all City bylaws and to the terms and condition herein set forth;

NOW THEREFORE, in consideration of the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree each with the other as follows:

1.0 ENCROACHMENT

1.1 The City (so far as it legally can, but not otherwise, and subject to this Agreement and applicable statutes and bylaws), grants unto the Owner permission to construct and maintain an encroachment comprising_____ [insert description of works (e.g. anchor rods, shotcrete, soldier piles)] into those parts of _____ [insert street(s) or intersection] (collectively, the "Highways") in the City of Victoria that adjoin the Land, all in accordance with the plans and specifications attached hereto as Schedule "A", (which encroachment, including all excavation or other work now or hereafter performed in connection therewith, is hereinafter referred to as the "Works").

2.0 USE

2.1 The Owner shall not erect any work or encroachment in the Highways other than the Works, nor shall the Owner use the Highways for any purpose save and except the Works. The Owner shall not permit the Works to encroach on any City property other than those portions of the Highways depicted on Schedule "A".

3.0 TERM

3.1 This Agreement commences on the date that it is fully signed by both parties and, subject to Sections 6.15 and 6.16 hereof, expires on _____[*insert date*].

4.0 CONSTRUCTION OF WORKS

4.1 The Owner shall retain a professional engineer licensed to practice in the Province of British Columbia with experience in the design and construction of works of a similar kind to those proposed to be installed under this Agreement (the said engineer to be referred to herein as the "**Owner's Consultant"**). The Owner's Consultant will be responsible for ensuring that the design and construction of the Works at all times is in accordance with sound engineering and construction practices, and is carried out in accordance with the terms of this Agreement.

4.2 The Owner's Consultant must provide written confirmation to the City, prior to the commencement of the construction of the Works, that it has thoroughly investigated the location of existing services and utilities, and that the installation of the Works in their proposed location will not interfere with or cause damage to any existing underground utilities or services, whether of the City, the Capital Regional District, or any private or public utility. The Owner shall be solely responsible for the cost of the location of all such services for the purpose of obtaining and providing such confirmation.

4.3 Prior to the commencement of construction of the Works, the Owner's Consultant must submit a detailed plan, bearing his professional seal showing in cross section the profile of all underground services within the area of the Highways covered by this Agreement, as well as, in relation thereto, the proposed location of all _____ [*insert description of works*] that are to form part of the Works. The City reserves the right to require that any portion of the Works be relocated, where in the reasonable opinion of the City's Director of Engineering and Public works (the "**Director**"), the proposed location of

the Works or any portion thereof may interfere with or damage underground services of the City, the Capital Regional District or any private or public utility, or may impact the protected root zones of City street trees.

4.4 The Works shall be installed strictly in accordance with the plans and specifications that are attached as Schedule "A" to this Agreement, unless the Director authorizes the modification of such plans or specifications.

4.5 The Owner shall at all times and at its own expense keep and maintain the Works and the Highways in good and sufficient repair and in a manner which does not pose any risk to persons or property, all to the satisfaction of the Director (without any obligation on the part of the Director to determine what is sufficient repair or a safe condition).

4.6 If the Owner fails to keep the Works and the Highways in good repair and maintenance to the satisfaction of the Director, the Director may give notice to the Owner demanding that repairs and maintenance be done within the time specified by the City and if the Owner fails to do so, to the City's satisfaction, the City may, in its sole discretion (without any obligation to do so), cause such repairs to be made, including structural changes or filling up any excavation, as it deems necessary at the Owner's expense. The Owner shall pay the costs of the repairs to the City forthwith on demand.

4.7 The Owner shall in respect of its use of the Highways and in relation to the Works comply with all applicable statutes, laws, regulations, bylaws, orders and other requirements of every governmental authority having jurisdiction.

4.8 If during the course of construction the Owner's Consultant determines that any part of the _____ [*insert description of works*] comprising the Works are required to be placed in a location other than shown on the plans and specifications attached as Schedule "A", or determines that additional _____ [*insert description of works*] are required to be installed within the Highways, the Owner's Consultant must first obtain the authorization of the Director before proceeding with such modification to the Works.

4.9 The City makes no representation or warranty as to the subsurface soil conditions within the area of the Highways within which the Works are to be constructed, including as to whether the soil or groundwater within the Highways contains any contamination, special waste or prescribed substance in a quantity or concentration that exceeds the standards permitted under the provisions of the *Environmental Management Act* and Regulations thereto. The City will not be responsible for any increased or additional costs (including, without limitation, any costs associated with delays in proceeding with the Works), incurred by the Owner in constructing the Works as a result of the presence of any such special waste, contamination or prescribed substance, or any other soil or groundwater contamination within the Highways, environmental consultant's fees, the cost of any permits for removal or disposal of contaminated soils or groundwater, or the removal, disposal or treatment of contaminated soil or groundwater that is required to be removed from the Highways as a result of the Works being undertaken, or any other similar costs.

4.10 When backfilling the excavation made in connection with the Works, the Owner's Consultant will ensure that all anchor rods are de-tensioned prior to backfilling, and that all _____ [*insert description of works*] are removed to a depth of at least 4 feet below grade, or greater if achievable. Backfilling must be brought up to existing grade and completed to City standards and specifications and the satisfaction of the Director.

4.11 After the completion of backfilling, the Owner must provide to the City a set of engineered drawings prepared by the Owner's Consultant that identify in cross section and plan views the location of all anchor rods_____ [*insert any additional works*], as installed (referred to herein as the "**As Built Drawings**"). The Owner must also provide to the City a letter prepared by the Owner's Consultant and bearing his professional seal, certifying that the Works have been installed in accordance with the As Built Drawings hereto modified with the approval of the Director, and that all anchor rods left within the Highways have been de-tensioned.

4.12 The Owner will be responsible throughout the construction of the Works to protect persons and property in the vicinity of the Works from injury, loss or damage.

4.13 The Owner shall not do or permit to be done anything which may or does contaminate the Highways or the surrounding area and the Owner shall be solely responsible to remove all such contamination and remediate it to residential standards.

4.14 The Owner shall at its sole cost arrange to have all of the City's storm drains and sewer mains within the Highways, in the area of the Works, inspected by video camera before commencement and after completion of the Works to ensure that no damage has resulted through construction of the Works. This work shall be coordinated through the City's Underground Utilities Division.

5.0 NO RELIEF

5.1 It is understood, covenanted and agreed by and between the parties hereto that no provision of this Agreement and no act or omission or finding of negligence, whether joint or several, as against the City, in favour of any third party, shall operate to relieve the Owner in any manner whatsoever from any liability to the City in the premises, or under these presents, or under the provisions of the *Community Charter*, or any bylaw of the City and amendments thereto, or otherwise.

6.0 OWNER'S COVENANTS

The Owner further covenants and agrees as follows:

Fee

6.1 That it will pay to the City a non-refundable fee of $750.00 and shall pay a one-time charge of $25 per square meter of area of the proposed excavation face that will be supported by anchor rods and abuts a street or lane as calculated by the Engineer.

_____ [*insert calculation of fee (e.g. 280 m2 x $25.00 / per m2 [Face Area] = $7000.00 + $750.00 = $ 7750.00)*] This fee is to be paid prior to the commencement of the Works.

Save Harmless

6.2 To indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from all suits, proceedings, losses, damages, expenses, demands, claims, costs (including actual costs of professional advisors and costs associated with remediation of contamination) and harm of any kind, howsoever caused, whether related

to death, bodily injury, property loss, property damage or consequential loss or damage, arising out of or in any way connected with:

(a) the Works encroaching upon under or over the Highways,

(b) construction, maintenance, existence, use or removal of the Works,

(c) the Owner's occupation or use of the Highways or the ground below or the air above for the purpose of such encroachment by the Works,

(d) the negligence of the Owner or its employees, agents, contractors, subcontractors or consultants, including the Owner's Consultant, in relation to the design or construction of the Works, and

(e) any failure of or damage to the Works at any time, including without limitation, failure due to errors in design of the Works, or faulty or defective materials or workmanship, whether or not the result of negligence on the part of the Owner or it employees, agents, sub-contractors or consultants including the Owner's Consultant.

6.3 That the indemnity in section 6.2 survives the expiry or earlier termination of this Agreement.

6.4 To charge his interest in the Land in favour of the City for the payment of all sums which may at any time hereafter be payable by the City in respect of any claims, loss, damage or expense of whatsoever kind arising:

(a) from the construction, maintenance or existence of the Works, or

(b) from the permission hereby granted,

and to answer any indemnity or payment provided in the bylaws of the City or under the terms of this agreement.

Insurance

6.5 To take out and maintain during the term a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Land by the Owner in the amount of not less than five million dollars per single occurrence, or such greater amount as the City may from time to time designate and shall provide the City with a certificate of insurance evidencing coverage, or a certified copy of such policy or policies if requested.

6.6 All policies of insurance required under section 6.5 shall:

(a) name the City as an additional insured;
(b) contain a provision requiring the insurer not to cancel or change the insurance without first giving the City thirty (30) days notice in writing;
(c) contain a cross liability clause in favour of the City; and
(d) be in a form and on such terms, including with respect to deductible amounts, as are satisfactory to the City, in the City's sole and absolute discretion.

6.7 That if the Owner does not provide or maintain in force the insurance required by this Agreement, then without limiting the City's right to terminate this Agreement, the City may

take out the necessary insurance and pay the premium for periods of one year at a time and the Owner shall pay to the City as additional licence fees the amount of the premium immediately on demand.

6.8 That if both the City and the Owner claim to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the City and the balance, if any, to the settlement of the claim of the Owner.

6.9 That maintenance of such insurance shall not relieve the Owner of liability under the indemnity provisions of this Agreement.

6.10 That the foregoing provisions shall not limit the insurance required by law, nor relieve the Owner from the obligation to determine what insurance it requires for its own purposes.

Release

6.11 To release the City and its elected and appointed officials, officers, employees and agents from all claims of any kind, whether known or unknown, whether or not relating to negligence, which the Owner now has or at any future time may have, however caused, arising out of or in any way connected with the permission to encroach granted by this Agreement, the use of the Highways, the Works, or the exercise by the City of any of its rights pursuant to this Agreement.

6.12 That the release in Section 6.11 survives the expiry or earlier termination of this Agreement.

Remedies

6.13 That the City retains the right on the termination of this Agreement to proceed with the enforcement of any indemnity or other remedy provided in this Agreement or otherwise.

Compensation

6.14 That notwithstanding any provision of this Agreement, the Owner shall not be entitled to compensation for injurious affection or disturbance resulting in any way from the removal of the Works in accordance with the terms of this Agreement and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the removal of the Works or by reason of the termination of this Agreement.

Termination

6.15 That if the Owner fails to comply with the provisions of this Agreement, including, but not limited to, sections 4.5, 4.7, 4.13 and 6.5 of the Agreement, this Agreement shall be terminated and all rights of the Owner hereunder shall thereupon lapse and be absolutely forfeited, but the City, nevertheless, shall be entitled to proceed with the enforcement of any security or indemnity herein provided, or upon any bond or otherwise in satisfaction of any claim, loss or expenses of whatsoever kind arising under this Agreement, or from the permission hereby granted.

6.16 That the City may, at any time, in its sole discretion, but acting in good faith, withdraw the rights it has granted to the Owner in this Agreement and terminate this Agreement on 3 months' written notice.

6.17 That on receipt of notice under Section 6.15 or 6.16, the Owner shall, within the time period stated in the notice, at its expense, remove the Works and otherwise restore the Highways to the satisfaction of the City.

6.18 That if the Owner fails to remove the Works as required by the City within the time period specified pursuant to this Agreement, the City may, in its sole discretion, cause the Works to be removed at the Owner's expense.

Entry

6.19 That the City reserves the right for itself, its servants or agents, at any and all reasonable times, to enter into and upon the Land for the purpose of inspecting the Works so as to determine whether the Owner is in compliance with this Agreement.

Works

6.20 That in the event that the construction, maintenance, use or removal of the Works necessitates any alteration or change to any meter, water service, sewer or other public works or utility in the vicinity of the Works, the Owner will reimburse the City for whatever sums may be incurred by the City in making such alterations or changes as may be deemed necessary by the Director.

7.0 ASSIGNMENT

7.1 The Owner shall not assign any of its rights and obligations arising from this Agreement to any person other than to the then-current owner of the Land.

7.2 The Owner covenants and agrees not to transfer the Land, or any portion thereof, without advising the purchaser or transferee of this Agreement and assigning the Owner's rights and obligations pursuant to this Agreement to the new owner of the Land by mutual agreement.

7.3 In the event that the Owner fails to assign the rights and obligations of this Agreement to a new owner of the Land as described in Section 7.2, the Owner shall continue to be bound by this Agreement in all respects notwithstanding that the Owner no longer owns the Land.

8.0 ALTERATION OF MUNICIPAL WORKS

8.1 This Agreement shall not in any way operate to restrict the right of the City at any time to:

(a) alter the road, curb, gutter, sidewalk or boulevard abutting or adjoining the Land, notwithstanding that the effect of such alteration in width or elevation may be to render the Works useless or of less value for the purposes of the Owner; or

(b) construct or maintain any form of structure or utility on, over or under any portion of the Highways on or in which the Works encroach and for such purpose require that the Works be removed in part or in whole; and

the Owner covenants that, in the event of the City effecting any such alteration or construction or in requiring removal of all or part of the Works, the Owner will release and forever discharge, and hereby releases and forever discharges, the City from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width

or elevation as aforesaid, or by reason of the discontinuance and removal of the Works, as a result of such alteration in width or elevation or construction.

9.0 CITY'S RIGHTS RESERVED

9.1 Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City.

9.2 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public or private statutes, bylaws, order and regulations, all of which may be fully and effectively exercised in relation to the Highways as if this Agreement had not been executed and delivered by the parties.

10.0 LICENCES AND PERMITS

11.0 The Owner shall, at its own expense, obtain and maintain all permits and authorizations as may be necessary and required to erect and maintain the Works, including any building permit or electrical permit. Nothing in this Agreement relieves the Owner from the ordinary jurisdiction of the City.**OTHER MATTERS**

11.1 The waiver by the City of default by the Owner shall not be deemed to be a waiver by the City of any subsequent default by the Owner. All waivers must be in writing.

11.2 Whenever it is required or desired that either party deliver a notice to the other, the delivery shall be deemed to be satisfactory if and deemed to have occurred when the notice has been:

(a) Delivered by hand, on the date of delivery; or
(b) Mailed by Xpresspost (Canada Post) requiring signature of the addressee on delivery, on the date received or on the sixth day after receipt of mailing by any Canada Post Office, whichever is the earlier, except that in the event of a strike or disruption in postal service, the notice shall not be deemed to be received until actually received;

to the address for that party on the first page of this Agreement or to whatever other address that may have, from time to time, been given by that party.

11.3 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context requires.

11.4 Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, permitted assigns, employees, agents, officers, elected officials and invitees of such party whenever the context so requires or allows.

11.5 Section headings are included for convenience only. They do not form a part of this Agreement and shall not be used in its interpretation.

11.6 If any part of this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

11.7 This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

11.8 The parties hereto shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

12.0 TIME OF ESSENCE

12.1 Time is of the essence of this Agreement.

13.0 INTERPRETATION

13.1 No part of the fee of the soil of the Highways will pass to or be vested under or by these presents in the Owner or the Owner's invitees, agents or successors in title.

13.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

13.3 All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

13.4 This Agreement is the entire agreement between the parties and the City had made no representations, warranties, guarantees, promises, covenants or agreements (oral or otherwise), to or with the Owner other than those expressed in this Agreement.

IN WITNESS WHEREOF the said Owner has hereunto set his hand and seal the day and year first above written.

The Corporation of the City of Victoria by its authorized signatory)

_____)
[*Insert name*])
Director of Engineering and Public Works)

_____[*name of owner*])
by its authorized signatories:)

_____)
Authorized Signatory)

_____
Authorized Signatory

SCHEDULE “A”

(insert plans and specifications)



Missing Middle Design Guidelines

CITY OF VICTORIA

Publishing Information

Title:	Missing Middle Design Guidelines
Prepared by:	City of Victoria Sustainable Planning and Community Development Department
Status:	TBD
Printing Date:	TBD
Contact details:	The City of Victoria Sustainable Planning and Community Development Department 1 Centennial Square Victoria, BC V8W 1P6 E: planning@victoria.ca T: 250.361.0382
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Duplexes consist of two units, which may be organized side-by-side, front to back, or up-down. Depending on zoning, each unit may have a suite.





Houseplexes consist of multiple residences within a single structure, designed to be compatible with the surrounding neighbourhood and appearing similar in form to a large house.





Townhouses can be expressed in many forms. The ownership format may be stratified, rental, or fee simple. The photos above are examples of townhouses oriented to the street.





Stacked townhouses (above, left) allow for up-down units within a townhouse-style building. Each unit typically has its own access at grade, and ground-level units may provide accessible living. Some townhouse developments, where supported by zoning and city policy, may be organized in more than one row around a common courtyard (example above, right).

Missing Middle Design Guidelines

Purpose

The purpose of these guidelines is to encourage high quality design of "missing middle" housing forms to enhance neighbourliness, livability, social vitality and create a good fit while supporting a diversity of building forms and designs.

Application

Missing Middle housing forms include townhouses, houseplexes and duplexes and other housing forms where the majority of units have direct access to the outside.

These guidelines apply to corner townhouses, houseplexes and heritage conserving infill as permitted by zoning. They also guide other forms of missing middle housing envisioned in the Official Community Plan (OCP), Neighbourhood Plans and the Missing Middle Housing Policy.

These residential developments can be designed in different ways, in response to Victoria's variety of block patterns, lot sizes, configurations, and topographies.

Structure

The guidelines are structured into two parts:

Part A consists of **General Guidelines** applicable to all types of missing middle housing forms, including those permitted by both zoning, and policy as envisioned in the OCP for Traditional Residential neighbourhoods.

Part B consists of **Typology Specific Guidelines** that are intended to supplement and be used in addition to the general guidelines in part 1.



Context and Analysis

Victoria's Traditional Residential areas contain a variety of housing types, including single-detached houses as well as a mix of houseplex and townhouse style developments. Some areas have distinctive styles, having been built during a specific period often before World War 2 (particularly during a building boom in the early part of the 1900s), while others reflect a post-World War 2 character. Many areas display a variety of styles as lots in-filled over the years, and houses range from simple 1-2 storey bungalows and ranchers to larger homes and mansions up to 3 storeys in height.

Victoria has embraced diversity within this context, with policies endorsing secondary suites, garden suites, the conversion of existing houses to multiple residences, and infill housing including townhouses and houseplexes. Many larger character houses have been successfully converted into multiple rental or strata residences. Victoria's Traditional Residential areas are generally characterized by buildings incorporating front entryways, porches, patios, primary windows and other design elements oriented towards the fronting public street.



Victoria's Traditional Residential areas contain a variety of housing type, from 1 storey ranchers, to 2 storey bungalows, to larger, 2-3 storey heritage homes, often mixed within a single block (diagram above, precedent photos below)





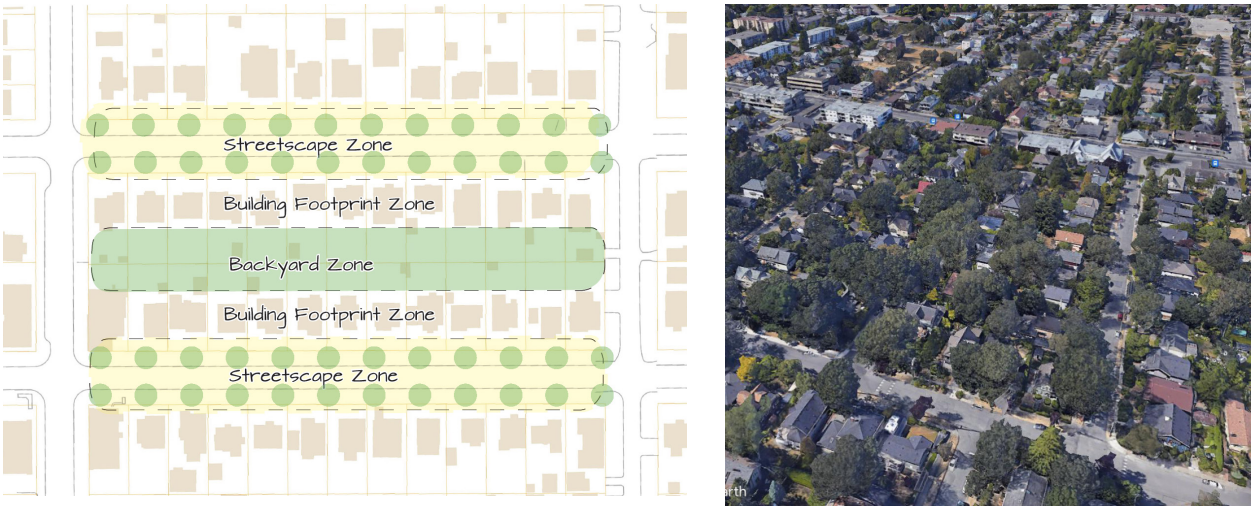








Victoria's Traditional Residential areas are also characterized by the presence of front and back yards, with tree-lined streets. An important proportion of Victoria's urban forest and tree canopy is found in Traditional Residential areas, both as street trees and on private property. These areas also display a diversity of topography which may include varied soil types and rock outcrops. Some fall within important ecosystems, such as Gary Oak meadow. Another common element of Victoria's Traditional Residential neighbourhoods is that most (though not all) lots lack laneways, unlike other cities of a similar age in North America.



Victoria's Traditional Residential areas are also characterized by the presence of front and back yards, with tree-lined streets, and a generally defined building footprint zone.

Neighbourhood Evolution and Missing Middle

The diversity of housing forms and design that have evolved over the past century provide an important foundation to inform continued neighbourhood transformation and evolution. Building on this foundation, the introduction of new Missing Middle housing forms are an important opportunity to advance established housing, sustainability and liveability goals.

Corner townhouses and houseplexes permitted within missing middle zoning allows for a height of up to 10.5 metres (approximately 3 storeys above grade), along with development densities and building envelopes to support housing goals and development viability.



Diagram showing Missing Middle housing forms integrated with existing housing stock within a block, reflecting a diversity of building heights and forms



Victoria examples of houseplexes (left and centre) and corner townhouse (right)

These design guidelines, together with the associated zoning, are premised on achieving opportunities and benefits, and mitigating impacts, associated with the introduction of Missing Middle housing forms. This includes: locating buildings and parking to maintain the existing pattern of green back yards; orienting buildings positively towards public streets to support social vitality; ensuring use of high quality materials and human scale design features to create visual interest along the street; minimizing overlook of adjacent homes; ensuring liveability though the provision of useable outdoor amenity spaces, and; providing sufficient planting area to support the urban forest.



Diagram showing Missing Middle housing forms integrated with existing housing stock along a street

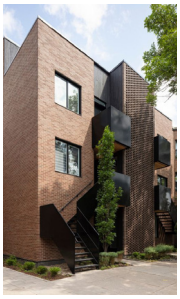


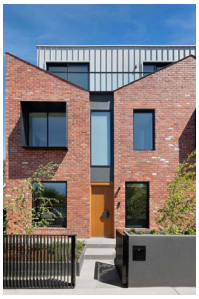










Objectives



Site Planning: To site and orient buildings to maintain the pattern of landscaped front and back yards, that makes a positive contribution to the streetscape and that achieves a more compact and efficient residential building form while maintaining liveability.

Orientation and Interface: To ensure new development is oriented and designed to present a friendly face to the street, enhancing public streets, open spaces, street vitality, pedestrian activity, safety, and 'eyes on the street';

Accessible Design: To encourage a high standard of accessibility in site, building and landscape design to be more inclusive of all users.

Building Form and Design: To achieve energy efficient buildings of high architectural quality with human-scale proportions that are oriented towards and are compatible with the existing and planned future context. Human scale refers to the use of architectural features, details and site design elements that are human proportioned and clearly oriented towards pedestrian activity. Building articulation refers to the many street frontage design elements, both horizontal and vertical, that help create an interesting and welcoming streetscape.

Neighbourliness: To ensure a good fit with existing adjacent buildings to minimize impacts on neighbours, and contribute to an enhanced, varied, and evolving streetscape and neighbourhood context.

Parking, Servicing, and Access: To sensitively integrate parking, circulation and access to minimize impacts on public and private open spaces; to site and screen mechanical equipment and service areas to minimize impacts on neighbours and the public realm.

Materials: To use materials which are high quality, durable and weather gracefully.

Open Space Design: To enhance the quality of open space, support the urban forest, provide privacy where needed, emphasize unit entrances and pedestrian accesses, provide amenity space for residents, reduce storm water runoff, and to ensure that front and rear yards are not dominated by parking.



Part A: General Guidelines

1. Site Planning and Open Space Design

Objectives: *To site and orient buildings to maintain the pattern of landscaped front and back yards, that makes a positive contribution to the streetscape and that achieves a more compact and efficient residential building form while maintaining liveability.*

To enhance the quality of open space, support the urban forest, provide privacy where needed, emphasize unit entrances and pedestrian accesses, provide amenity space for residents, reduce storm water runoff, and to ensure that front and rear yards are not dominated by parking.

1.1. Residential buildings should be oriented towards adjacent public streets and open spaces with entryways clearly visible, and with direct access from the fronting street. Front yards and landscaped rear yards should both be provided in developments.

1.2. For properties that include significant natural features (e.g. significant trees, topography, rocky outcrops), buildings and landscape should be sited and designed to respond to natural topography and protect significant natural features wherever possible. Strategies to achieve this include but are not limited to alternative siting or clustering of buildings to avoid disturbance of natural features, and clustering of parking to reduce pavement on the site.

1.3. For some locations and lot sizes, providing the space needed for the main building and satisfying the zoning's required minimum open site space may limit the achievable surface parking spaces. Where zoning allows for the substitution of Transportation Demand Management measures in place of some required parking spaces, this approach is strongly encouraged. Where a variance to the zoning requirements is requested, the variance should focus on reducing the parking requirement, rather than reducing the required open site space.

1.4. For properties that include buildings of heritage value (Heritage Designated or listed on the City's Heritage Register) alternative siting of new buildings or additions may be considered as part of rezoning to facilitate heritage conservation. Where Heritage Conserving Infill is proposed as permitted under zoning, emphasis should be placed on maximizing landscaping within setbacks and other required open space areas.



Example of a mid-block houseplex sited and designed to maintain the pattern of green front and back yards and oriented positively to the street.



Example of corner townhouses with individual units accessed from and facing the sidewalk (above and below).



1.5. Consolidate open site space to maximize contiguous soil volumes that facilitate successful tree health and useable green space.

1.6. Unless in conjunction with the designation of a heritage building, subdivision is strongly discouraged - especially subdivision that results in panhandle lots. Keeping existing large lots intact helps facilitate more cohesive and efficient site design including the reduction of curb cuts needed to access off-street parking.

1.7. Landscaping and site design

1.7.1. Landscape treatments including use of front patios, accented paving treatments, fence and gate details, and other approaches are encouraged to help call out a residential entry and add interest along the street and sidewalk.

1.7.2. Incorporate plantings integrated with entryways, patios, and pathways to create a green interface between buildings and streets.

1.7.3. Topographic conditions should be treated to minimize impacts on neighbouring development, for example by using terraced retaining walls of natural materials or by stepping a project to match the slope.

1.7.4. Development should avoid significant reworking of existing natural grade, and large retaining walls next to public spaces.

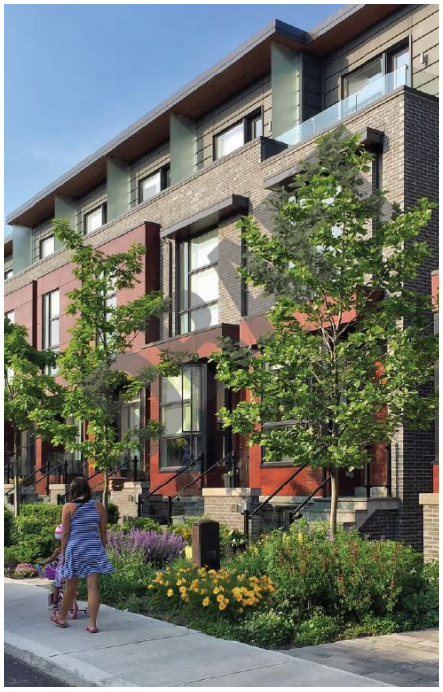
1.7.5. Where a building's ground floor is elevated above a pedestrian's eye level when on the sidewalk, landscaping should be used to help make the transition between grades. Some techniques for achieving this include incorporating terraces and low retaining walls with floral displays, ground cover or shrubs, and use of stone or brick masonry walls.

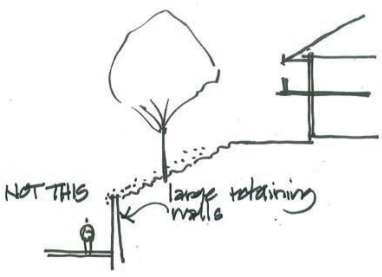
1.7.6. Landscape on sites with significant natural features (e.g. significant trees, topography, rocky outcrops) should be located and designed to be sympathetic to the natural landscape.

1.7.7. Landscape areas are encouraged to include a mixture of tree sizes and types



Example showing incorporation of landscape treatments that create a strong connection to and visual interest along the street (above and below)





Avoid large retaining walls and significant reworking of natural grade.



Transition sensitively between grades.



Example showing incorporation of terraces, planters, and stairways to sensitively transition the grade.

1.7.8. Locate large canopy trees along with associated contiguous planting areas and soil volumes in rear yards, and where possible front yards also.

1.7.9. Consider planting tree species and other landscape plants that will tolerate a degree of drought and will survive the summer water restrictions and dry conditions of southern Vancouver Island.

1.7.10. In considering tree placement in the front yard setback adjacent to street rights-of-way, consider tree sizes and spacing indicated by the City's specifications and policies for street trees.

1.7.11. Integrate landscaping to soften hardscape areas associated with vehicle circulation and parking. Driveway access and surface parking areas should incorporate a minimum 1 m landscape buffer along edges while maintaining site lines and enabling casual surveillance.

1.7.12. Design open site space so that it can not be used to park vehicles

1.7.13. Site design should integrate features to mitigate surface runoff of stormwater, with the goal of managing the first 32mm of rainwater within a 24 hour period. This may include a variety of treatments (e.g. permeable paving for driveways and parking areas, landscape features designed for rainwater management, cisterns or green roofs, and/or other approaches) which are consistent with approved engineering practices and the City's Rainwater Management standards for private property.

1.7.14. Non-glare lighting should be provided at residential unit entrances, along pedestrian paths and common areas to contribute to safety. Lighting strategies that mitigate undue spill-over for adjacent residential units are strongly encouraged.



Example showing integration of landscaping to soften entryways and parking areas



Example of lighting used to accentuate entryways

1.8. Bird Friendly Design

1.8.1. Avoid large areas of glazing and fly-through conditions such as glass bridges and walkways, outdoor railings, free-standing glass architectural elements and building corners where glass walls or windows are perpendicular or other conditions where birds can see through them to sky or habitat on the other side.

1.8.2. Use of mirrored glass and glass with high reflectivity is strongly discouraged and should be avoided.

1.8.3. Consider design treatments that increase the visibility of glass by integrating visual cues for birds to avoid, reduce and dampen glass reflection, and minimize light pollution.

1.8.4. Design corner windows, glass walkways, glass railings, and other similar features to reduce the appearance of clear passage to sky or vegetation, including through incorporation of visible markers

1.8.5. Consider landscape design that provides opportunities for food, shelter, and nesting sites

1.8.6. Maintain existing or create new bird habitat where possible, by, for example:

a. retaining existing and/or introducing new areas of large tree canopy and landscaping.

b. incorporation of storm water management infrastructure into landscaping to mimic hydrological systems

c. Incorporating some areas within the landscape that minimizes direct disturbance from humans.

d. Minimizing lawn areas

1.9. Provide Outdoor Amenity Space for Residential Units

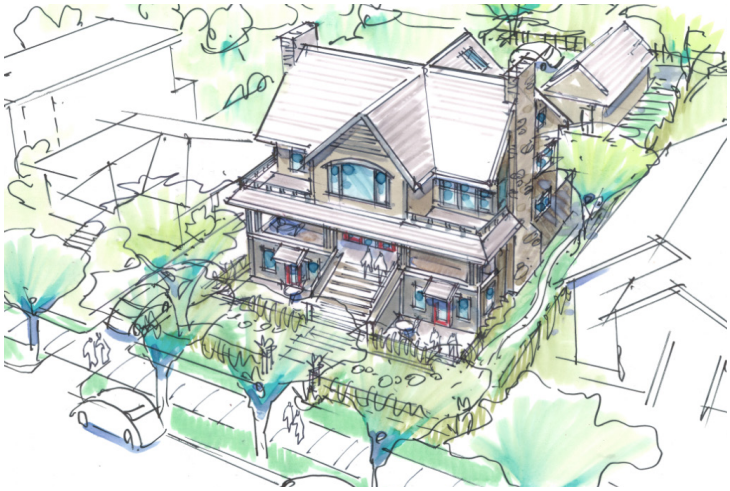
1.9.1. Residential units, including suites, are strongly encouraged to have direct access to usable outdoor amenity space. This may include a combination of private and semiprivate spaces such as a patio, porch, balcony, deck, or similar feature of sufficient size and dimensions to be usable, attractive and comfortable. At a minimum, access to a shared yard or amenity space should be provided.

1.9.2. Consider factors such as privacy and access to sunlight in locating and designing amenity spaces.

1.9.3. Consider integrating opportunities for play in both soft and hardscaped design. This can include designing driveways and parking areas as play courts for children when not in use by vehicles.

2. Accessible Design

Objective: *To encourage a high standard of accessibility in site, building and landscape design to be more inclusive of all users.*

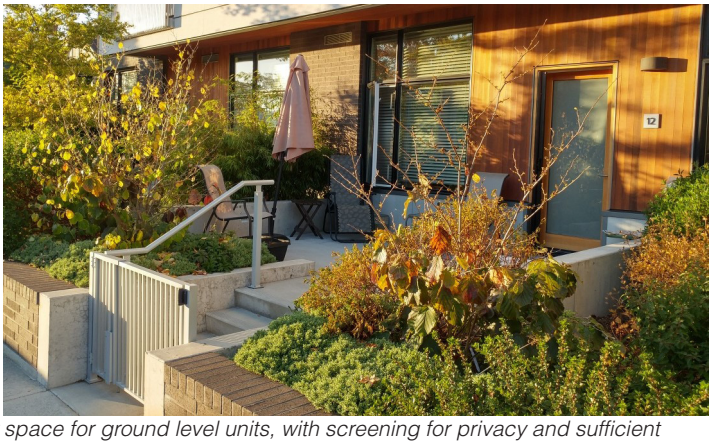


Example of a houseplex showing ground floor units with usable outdoor amenity spaces for each unit.



Example of upper-storey balcony designed with consideration for usable dimensions, access to sunlight, and balancing outward views with privacy concerns.





Examples (two photos above) of usable outdoor amenity space for ground level units, with screening for privacy and sufficient dimensions for usability.

2.1. Access ramps, exterior lifts and related elements should be visually integrated with the overall building design and site plan so as to not appear disjointed from the building façade.

2.2. Smooth routes should be provided. Vertical disruptions along pedestrian routes should be avoided for ease of use by people with wheeled mobility devices, strollers, and bicycles.

2.3. Ensure accessible paths of travel between public sidewalks and accessible dwelling units.

2.4. Exterior accessible paths of travel should:

2.4.1. have a minimum clear width of 1.5 m, to allow room for mobility devices and service animals going both ways along a path.

2.4.2. have a minimum head room clearances of 2.1 m, to ensure paths are free of obstacles overhead that white canes cannot detect.

2.4.3. have firm, stable, and slip-resistant surfaces that canes, crutches, or the wheels of mobility devices will not sink into.

2.4.4. be free of stairs or other barriers to mobility aids.

2.5. Smooth walking surfaces are preferred. Where interlocking pavers are used, they should be laid on a firm, well-compacted backing, be even, and with joints no greater than 6 mm wide.

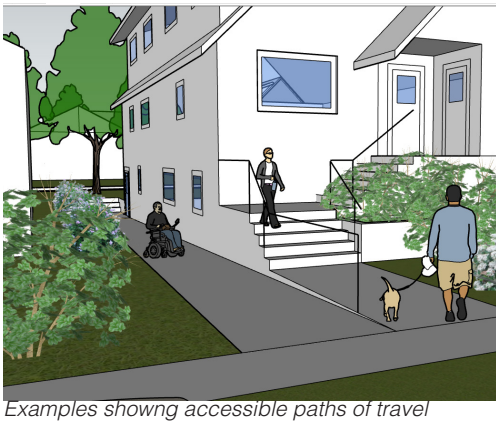
2.6. Gratings or grills should generally be located to one side of accessible paths of travel.

2.7. Benches, bike racks, bins and other furnishings should be located to one side of accessible entryways and pathways, and maintain a minimum pathway clear zone of 1.5 m.

2.8. Accessible entrances should provide basic protection from the weather and include doors and vestibules that are useable autonomously by persons with varying abilities.

2.9. Entryways should be well-lit and clearly visible.

2.10. Landscaping and outdoor common spaces (e.g. areas for seating, gardening, etc.) should be accessible for people with varying levels of ability and mobility.



Examples showng accessible paths of travel to accessible entryways (above and below)







3. Parking, Access; and Servicing

Objectives: *To sensitively integrate parking, circulation and access to minimize impacts on public and private open spaces.*

To site and screen mechanical equipment and service areas to minimize impacts on neighbours and the public realm.

3.1. Vehicular access, circulation, garage doors and parking should not be the dominant aspect of developments and should be designed to minimize impacts on fronting streets and adjacent public and private open spaces. Design strategies should be employed to minimize the impact of accommodating vehicles on site, including the following:

3.1.1. Integrate parking in a manner that provides substantial landscaped areas in rear yards;

3.1.2. Locate and consolidate off-street parking areas to minimize extent of driveways and eliminate need for driveway access to individual units.

3.1.3. Consider grouping driveway access points to minimize the number of driveway cuts and maximize space for landscaping and on-street parking;

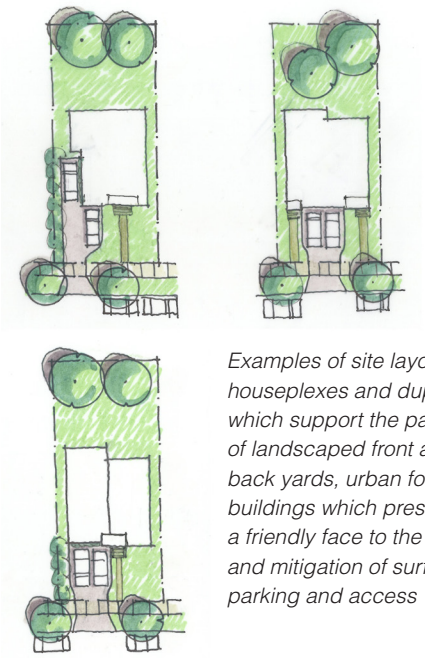
3.1.4. Location of driveway access should strive to preserve existing canopy trees or provide opportunities for new canopy trees within the boulevard by providing enough planting space.

3.1.5. Front yard parking and access may be appropriate in some cases, for example for houseplexes, in order to avoid excessive pavement in rear yard areas. In these cases, attention to design is required to emphasize front entryways, pedestrian access, patios, porches, front yard landscape, and tree planting space, and ensure a pedestrian-friendly building façade.

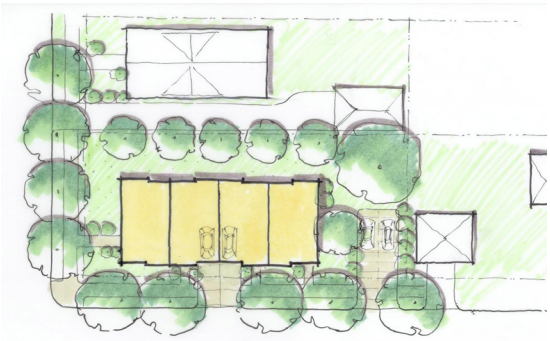
3.1.6. Minimize the impact of garage doors and vehicular entries by recessing them from the facade to emphasize residential unit entries and shield them from public view where possible.

3.1.7. Incorporate landscaping within driveway areas to soften impacts of front yard parking and hardscape environment and emphasize unit entryways where they are located and accessed from a driveway;

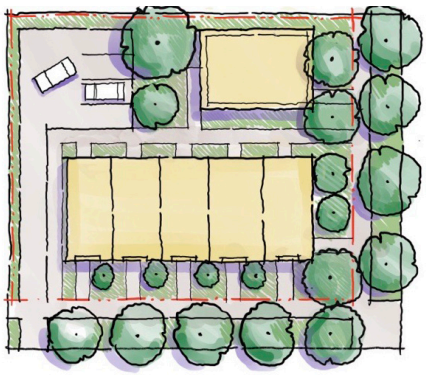
3.1.8. An accessible parking stall should be located adjacent to an accessible pathway to enable the pathway to also accommodate the required 1.5 m transfer space associated with an accessible parking stall and, as a result, reduce the amount of hard surface space;



Examples of site layouts for houseplexes and duplxes which support the pattern of landscaped front and back yards, urban forest, buildings which presents a friendly face to the street and mitigation of surface parking and access



Example showing accomodation of parking .to minimize impacts on tthe public realm (above and below)



Example showing accomodation of a corner townhouse with rear-yard parking while still accomodating yard space for individual units along with required open site space and tree planting space





Examples showing use of landscape and materials to minimize impacts of front yard parking

3.1.9. Where an accessible parking stall is provided adjacent to a pedestrian path, clearly delineate the accessible path of travel from the parking space, for example through the use of different paving materials, patterns or colour, or using a banding element between the pathway and parking stall;

3.1.10. Use high quality and, where appropriate, permeable paving materials for driveways;

3.1.11. Design driveways and parking areas to also function as multi-functional hard surface open areas, including play spaces for children;

3.1.12. Use attractive, high quality materials and consider incorporating glazing in garage doors where provided;

3.1.13. When a car share vehicle parking space is planned on the site, design the parking space to be clearly visible from the street, easily accessed by pedestrians, well lit in a way that does not spill light onto the street or adjacent properties, and ensures the vehicle can be driven forward from the entrance to the site into a parking space without turning the vehicle more than 90 degrees.

3.1.14. See Section 4, Open Space Design for additional design guidelines related to landscaping and screening.

3.2. Long term bicycle parking spaces should be consolidated within an enclosed area to which residents have shared access (not individually accessed bicycle storage lockers). To minimize impact to green, usable backyards, this bicycle parking area is encouraged to be connected or designed into the footprint of a main residential building.

3.3. Design open site space so that it can not be used to park vehicles.

3.4. Mechanical equipment, vents and service areas (e.g. for the collection of garbage or recycling) should be integrated with architectural treatment of the building, and screened with high quality, durable finishes compatible with building design.

3.5. Mechanical equipment, such as the outdoor components of heat pumps and air conditioners, vents and service areas should be located to minimize impacts on adjacent residential buildings by avoiding proximity to windows, doors and usable outdoor spaces.

3.6. Location and installation of gas and electrical meters and their utility cabinets, as well as other mechanical or service apparatus should be carefully integrated into building and site design. Gas and electrical metres and utility cabinets on building frontages should be screened.

4. Orientation and Interface - A Friendly Face to the Street

Objectives: *To ensure new development is oriented and designed to present a friendly face to the street, enhancing public streets, open spaces, street vitality, pedestrian activity, safety, and 'eyes on the street'.*

Residential buildings should be sited and oriented to overlook public streets, parks, walkways and on-site open spaces.

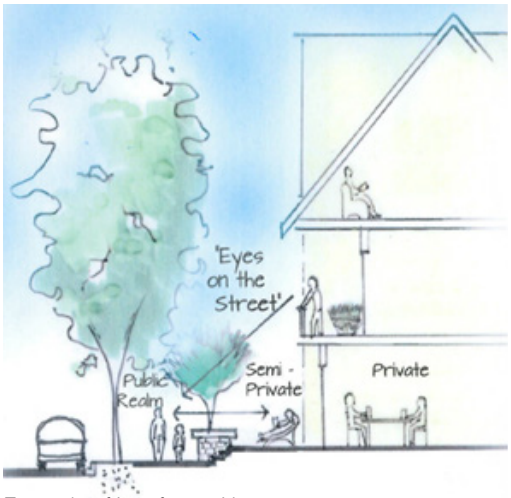
4.1. Buildings should maintain a street-fronting orientation, parallel to the street. In the case of a Heritage Conserving Infill building located in the rear yard, site lines from the fronting sidewalk to the front entryway are desired

4.2. Residential units facing streets should have entries oriented towards, and be clearly accessible and visible from, the fronting street.

4.3. Where some units do not front onto a public street, a clear, legible and welcoming pedestrian pathway from the public street should be established.

4.4. For developments that have interior-facing units, or side yard facing entryways, ensure unit entries are legible and emphasized through design features. This is important for welcoming visitors, for emergency responders and for consistency with Crime Prevention through Environmental Design (CPTED) principles. Strategies to achieve this include:

4.4.1. Visible addressing to help visitors navigate to the entry. Where an entry is shared, include addressing at the shared entry.



Example of interface with street.



A 3 level houseplex with a welcoming and human scaled entryway



A 3 storey houseplexi integrated positively within a neighbourhood streetscape

4.4.2. Defining features such as a roof overhang, patio or porch or other features to help identify the entry.

4.4.3. Provide low-glare outdoor lighting beside or above entry doors as well as walkways, to enhance security and to help identify the entrance.

4.4.4. Consider accessibility for entries to at grade or basement units.

4.4.5. If the entrance is immediately adjacent to a parking area, delineate the entrance with planters or other landscape features to provide visual relief and a clear separation from the parking area.

4.5. In cases where tuck under (under-building) parking is located at grade, provide a minimum 5 m depth of interior residential use for portions of the building facing the street or public open space.

4.6. Consider design strategies to delineate private front yard spaces, porches or patios from the public realm and create a semi-private transition zone, while maintaining visibility of unit entrances. Design strategies may include:



Where unit entries do not directly face the street, design features including pathways, gates, signage, lighting, and visibility make it clear where unit entries are located.

4.6.1. incorporating a semi elevated front entryway, patio or porch; and

4.6.2. where a semi-elevated front entryway, patio or porch is provided, ensure accessible access is still provided to buildings requiring an adaptable unit through the use of a ramp or person lift. Configuring the at-grade entrance of an adaptable unit at the rear of the building can facilitate the gradual ramping/grade-change needed to provide accessibility of the unit from the street.

4.6.3. where a grade level entryway is incorporated, delineate the semi-private entryway area through other means such as landscaping features, patios, low fencing, or planters.



A positive orientation to the street should be emphasized ithrough building and landscape design

4.7. For buildings with exterior staircases on the front elevation, ensure the design of the staircase is high quality, makes a positive contribution to the streetscape, integrates with the architectural expression of the building, and is human scale. Strategies to achieve this include:

4.7.1. Using the site topography to help reduce the height of the staircase;

4.7.2. Designing the staircase to be less than one storey in height to support comfortable access and abilities;

4.7.3. Consider a split-stair design with landing(s) to mitigate the perceived height of the staircase and provide areas of respite;

4.7.4. Incorporating landscaping, trellis or plantings;

4.7.5. Connecting the staircase base with other site circulation.

4.8. The design and placement of buildings and landscape should establish a sensitive transition to adjacent parks, trails, open spaces, and natural areas, through, for example, incorporation of a landscaped edge; respecting the root zones of adjacent trees; and minimizing impacts on ecologically sensitive areas and natural features.

4.9. For new development adjacent to parks and larger public outdoor open spaces, design should clearly delineate private from public spaces, to avoid "privatizing" of public space.

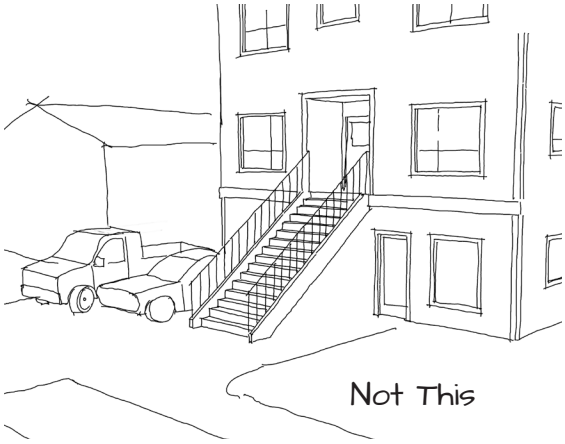




Stairways should be designed and scaled to support convenient and comfortable access while achieving an attractive and human scaled interface with the sidewalk (above and below)



Minimize the visual impacts of large stairways located facing the street by incorporating split stairway designs, landings, planters and landscaping, and through use of high quality materials



Large stair cases that do not achieve a positive relationship to the street should be avoided. Front yards devoid of landscaping are not permitted

5. Building Form, Features and Context

5.1. Building Form and Design

Objectives: *To achieve energy efficient buildings of high architectural quality with human-scale proportions that are oriented towards and are compatible with the existing and planned future context. Human scale refers to the use of architectural features, details and site design elements that are human proportioned and clearly oriented towards pedestrian activity. Building articulation refers to the many street frontage design elements, both horizontal and vertical, that help create an interesting and welcoming streetscape.*

5.1.1. Building design elements, details, and materials should create a well-proportioned and cohesive building design and exhibit an overall architectural concept.

5.1.2. Incorporate a range of architectural features and design details into building facades that are rich and varied in detail to create visual interest when approached by pedestrians. Examples of architectural features include:

a. Roof forms, vertical and horizontal articulation

b. bay windows and balconies

c. fenestration pattern (proportions and placement of windows and entry ways)

5.1.3. For townhouse type development: modulation in facades and roof forms are encouraged to break up building mass, differentiate individual units within attached residential developments, and to provide architectural interest and variation along the street.

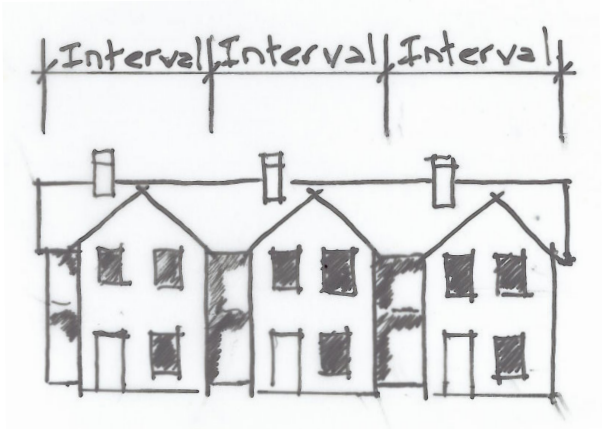
a. Individual units should include distinct design elements while being compatible with neighbouring units as part of an overall architectural concept.

b. Longer rows of townhouses (exceeding approximately 4 units) should generally be broken up.

5.1.4. Entrances should be located and designed to create building identity, to distinguish between individual units, and generally create visual interest for pedestrians. Well-considered use of



Development which exhibits a cohesive architectural expression, with variation in units, clear front entries, and architectural interest for pedestrians.



Consider articulating facades into a series of intervals to emphasize individual units and entryways, help break up the mass of larger buildings, and create visual interest along the street



Example of a townhouse stepped to respond to topography.

architectural detail and, where appropriate, landscape treatment, should be used to emphasize primary entrances, and to provide “punctuation” in the overall streetscape treatment.

5.1.5. Consider building designs and roof forms that minimize impacts on sunlight access to public and private outdoor spaces.

5.1.6. Consider integrating floor area into peaked roof forms to help mitigate scale and massing and to maximize sunlight access to openspaces.

5.1.7. Balconies should be designed as integral to the building. Overly enclosed balconies should be avoided, as these limit views and sunlight access. Balconies should be located and oriented towards front and rear yards, and not side yards

5.1.8. Building sidewalls should be designed to be attractive and interesting when viewed from the streets, sidewalks, and public open spaces through the use of a combination of materials, colours, textures, articulation, fenestration, and/or plant material.

5.1.9. Creative use of landscaping or other screening should be incorporated to reduce the perceived scale of development without compromising surveillance of public areas.



Historic traditional townhouses (above) demonstrate human scale architecture, relationship to the street, and a cohesive architectural expression. These same principles should guide the design of more modern developments which may be expressed in varied architectural styles (examples below).











5.2. Neighbourliness

Objectives: *To ensure a good fit with existing adjacent buildings to minimize impacts on neighbours, and contribute to an enhanced, varied, and evolving streetscape and neighbourhood context.*

New buildings should be designed to minimize overlook into adjacent private yards. Strategies to achieve this include the following:

a. Increased building setback.

b. Stagger windows to not align with adjacent, facing windows.

c. Pay particular attention to the design of windows facing shared side lot lines to mitigate privacy impacts by employing the design strategies noted in this section.

d. Locate upper level windows, decks, and balconies to minimize overlook.

e. Consider using skylights, translucent windows or clerestory windows to ensure access to natural light within units while minimizing overlook of adjacent side yards.

f. Landscape screening.

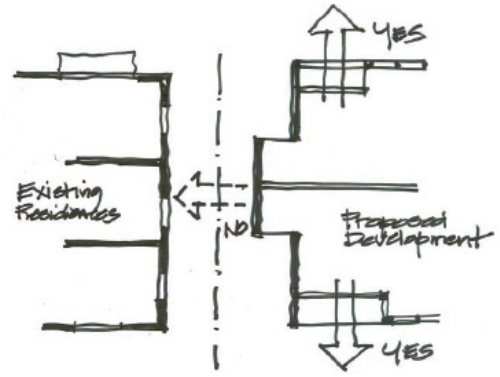
5.2.1. Site, orient and design buildings to minimize shadowing impacts on adjacent properties and public spaces.

5.2.2. On sites with a heritage building, design infill buildings to be subordinate to and maintain the visual prominence of the heritage building.

5.2.3. More intensive forms of housing development, such as mid-block townhouses and transitional missing middle housing, should consider transitioning in scale to adjacent residential buildings, where appropriate. Strategies to achieve this include the following:

a. Use building height and roof pitches to help transition in scale.

b. Modulate building façades to match or transition to the front yard set back of adjacent existing residential buildings.

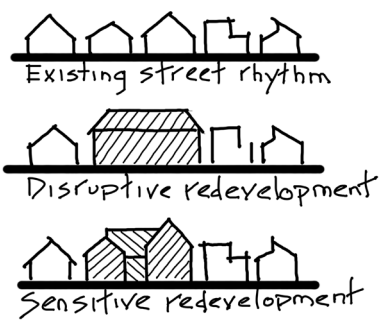


Orientation and placement of windows, balconies and porches to respect privacy of adjacent development

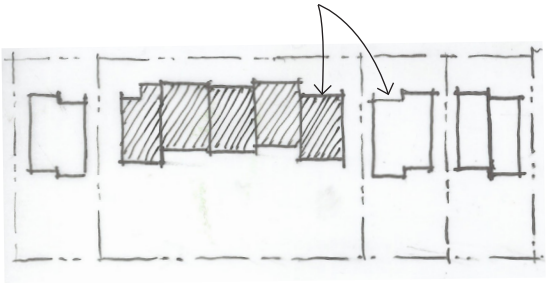




Compatible forms with contrasting architectural styles add diversity, character and visual interest along a street.



End units should be set back to match or transition to existing neighbouring houses



5.3. Materials

Objective: *To use materials which are high quality, durable and weather gracefully.*

5.3.1. Consider variation in colours and materials between buildings along the street, while achieving a pleasing composition of cladding materials and colours within the building itself.

5.3.2. In general, new buildings should incorporate substantial, durable and natural materials into their facade to avoid a 'thin veneer' look and encourage graceful weathering of materials over time. Materials such as masonry, stone, natural wood, etc. are encouraged.



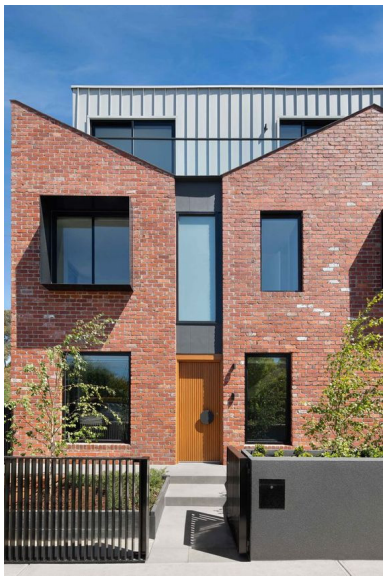
A diversity of materials and colours integrated with design features creates visual interest and identity along the street (above and below).











Part B: Typology Specific Guidelines

The following section provides additional guidance for specific residential typologies permitted under zoning or as envisioned in the OCP (and therefore requiring a re-zoning), to be used in conjunction with the General Guidelines in sections 1 - 5.



6. Corner Townhouses

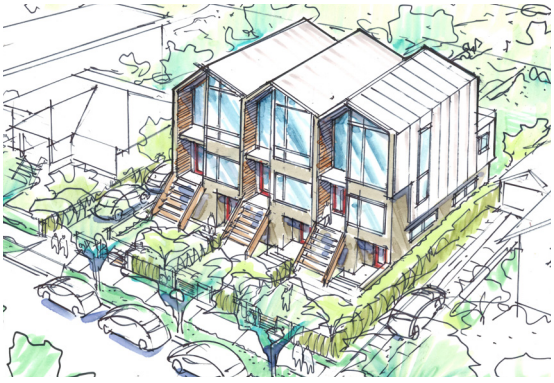
6.1. Site, orient and design corner town houses with principal façades and individual unit entries facing and accessed from both fronting streets

7. Mid block and double row townhouses

Overview: *Some locations, as specified in applicable land use policies, may allow consideration for mid-block townhouses, or for developments sited in more than one building complex (i.e., more than one row). For these developments, the following should be achieved:*



7.1. Townhouse forms of development should be sited and oriented with the longer face of the building parallel to the street. This is to maximize entries facing the street as well as access from the street, and to minimize visual impacts of driveways and parking on the public realm. “Galley-style” developments, where building complexes are sited perpendicular to streets with residential unit entries oriented internally or to adjacent property side-yards, are discouraged unless explicitly supported by a neighbourhood plan or other City policy.



7.2. Where development sited in more then one row (i.e., double row townhouses) is proposed as part of a re-zoning process, the following should be achieved:

7.2.1. Site planning should ensure that dwelling units face the street;

7.2.2. Units located in the interior of lots should be designed with adequate separation from other buildings and have access to open space;

a. a minimum 8 m building separation should be provided between two principal facades

b. a minimum 5 m building separation should be provided between a principal (front or rear) façade and an adjacent side façade.



7.2.3. Vehicle access, parking and circulation should be integrated sensitively so it is not the dominant aspect of the development and integrates play features and other design elements that support flexible uses for driveways and parking areas. See Section 2. for further guidance.

7.2.4. Dwelling units located in the interior of a site should have rear yard and side yard setbacks sufficient to support landscaping and sensitive transitions to adjacent existing development and open spaces.

7.2.5. Sufficient building separation should be provided between buildings to maximize daylight and minimize shadowing and overlook. Consider increased setbacks on the north side of sites to reduce shadowing impacts on adjacent properties.

7.2.6. Buildings which do not front onto the public street should be sited to provide sufficient separation from shared property lines and adjacent development in order to reduce overlook and shading, protect privacy for residents and neighbours, and provide space for landscaping.

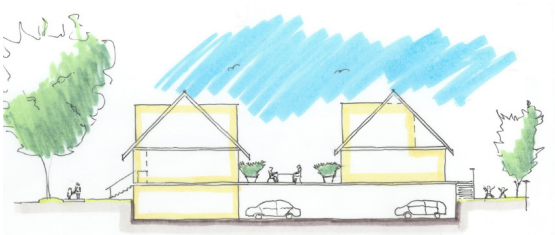
7.2.7. Consider lower height and massing of buildings located to the rear of a site, compared to the front, where this would mitigate impacts on neighbouring properties.

7.2.8. Where parking access courts are included in a development, these areas should be integrated into the overall development to create a welcoming space. Integrate landscape into these areas and provide features such as legible entries, windows or balconies to provide casual surveillance. Wherever possible, integrate one or more trees within or directly adjacent to a parking court or rear yard parking area, and consider landscaping areas associated with individual entries accessed from a parking court.

7.2.9. Consider varying garage and parking orientations to avoid drive aisles dominated entirely by garage doors. A mix of entries, patios, windows and landscape create a more livable and inviting space.



Double row townhouses should be oriented parallel to the street, and provide sufficient building seperation and setbacks to ensure liveability for units within the development and on adjacent sites



Where parking is required, consider under-building parking to minimize impacts on open spaces



Example showing incorporation of landscaping to soften an interior drive isle and emphasize entries



8. Houseplexes

8.1. Houseplexes should be designed to make clear that the building comprises different units through, for example, incorporation of legible front entries with street address.

8.2. When more then one houseplex is located on a single lot, they shall not be sited in tandem (one in front of the other) but rather, shall be located side-by-side and oriented to front onto the facing street.

8.3. Maximize front yard landscaping incorporating shrubs and at least one small to medium canopy tree to soften front entry stair cases along with parking areas and access.

9. Heritage Conserving Infill

9.1. The design of new development located on the same lot as a heritage building should be complimentary to, yet subordinate to, contrasting with and clearly distinguishable from, the heritage building. Consider designing the infill building or addition to acknowledge design elements of the heritage building, including roof forms, building and window proportions, materials, entryway treatments, detailing and landscaping.

9.2. New buildings or additions to existing buildings should not detract from or obscure character defining elements of a heritage building.

9.3. Additions to heritage buildings should be sensitively integrated with the existing fabric to minimize the impact on character-defining elements.

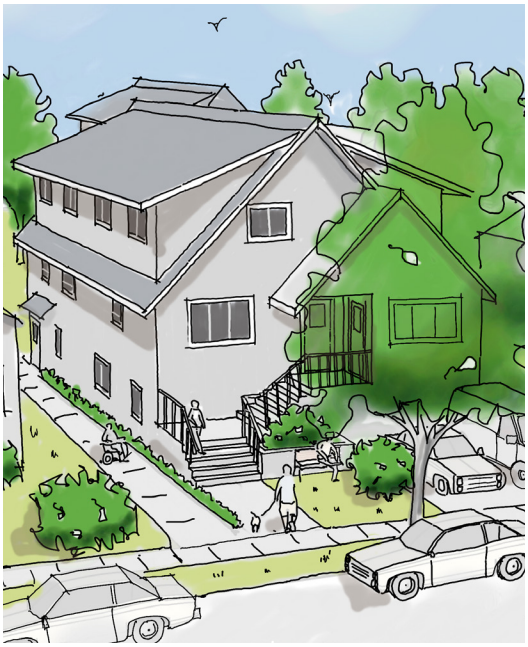
9.4. Additions should be set back from the front façade of the heritage building.

9.5. Infill buildings located in rear yards should incorporate roof forms that minimize shadowing impacts and maximize sunlight access to gardening and outdoor spaces both on site and to adjacent properties. To help achieve this, consider peaked roofs incorproating floor area.

9.6. Windows into habitable rooms should not face a side or rear yard unless it is approximately 5 m setback from the side or rear yard property line.

9.7. Windows should be located to minimize overlook into adjacent properties. Consider using skylights, translucent windows or clerestory windows to ensure access to natural light within units while minimizing overlook of adjacent side yards.

9.8. Consider incorporating green open spaces and outdoor amenity spaces into rear and side yard setback areas.



Houseplex concept sketch showing integration of front entry stairs, parking, landscaping and accessible paths of travel to rear unit



Example of an infill building behind a heritage home incorporating both complimentary and contrasting design elements (above and below).



10. Additional Livability Guidelines for Suites

Some forms of housing may have suites (e.g. lock-off suites). In addition to the guidelines elsewhere, the following guidelines apply:

10.1. All units should be provided with windows of sufficient size and orientation to provide for sunlight and outward views.

10.2. Where a suite is located in a basement, smaller windows or light wells with obstructed views should not be the primary window orientation.

10.3. Avoid locating at-grade windows directly adjacent to parking spaces. Windows in these locations should generally contain landscape separation from the parking space.

10.4. Where topography and basement suite location do not allow for outward looking windows and entry, consider the creation of a sunken patio, generally located at the rear or side of a building (also see Section 4.2 of these guidelines regarding outdoor amenity space).

10.5. Exterior pathways and entries leading to basement-level or at-grade suites should be designed to be accessible wherever possible.

10.6. Taking advantage of grade changes on a site can help locate suites in a way which provides for access to sunlight, amenity space, and accessible entry.

10.7. Provide adequate storage space including bicycle storage for suites.

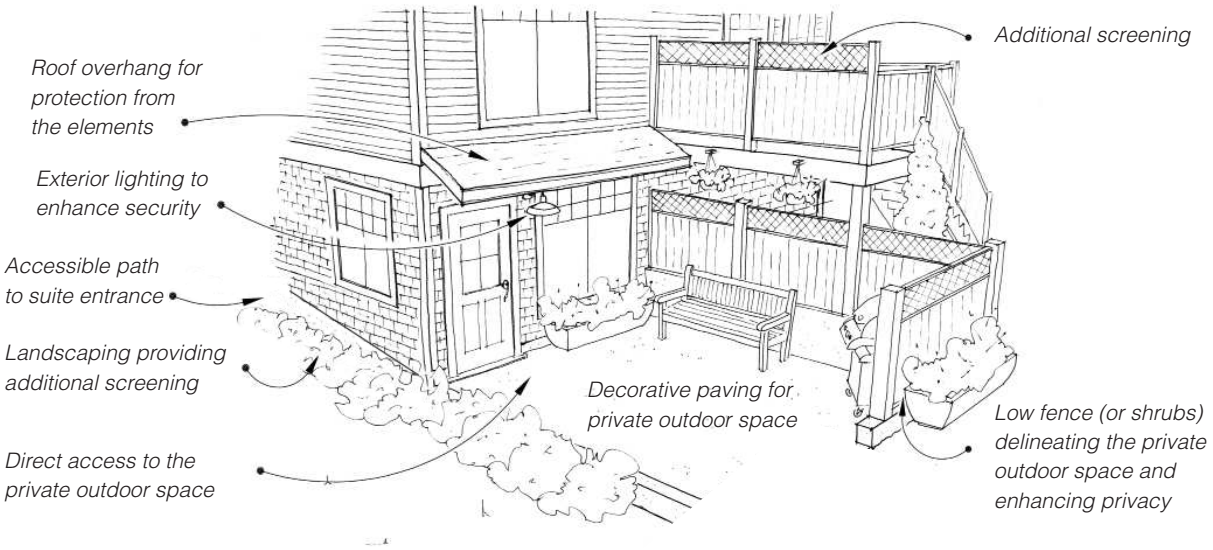


Illustration of strategies for effective design of usable outdoor amenity space for a suite.

11. Additional Guidance for properties adjacent to laneways

Some properties that are candidates for missing middle housing may be located adjacent to a laneway. While laneways are typically seen as service areas which access parking, they also provide a unique character to blocks where they are found. While few in number, many of Victoria's laneways are bordered by landscaping and serve as areas where pedestrians and slow car traffic mix. Laneways can provide opportunities for more flexible site planning, a welcoming frontage, casual surveillance and landscaping along the laneway.

11.1. Development of properties adjacent to a laneway should:

- 11.1.1. create a welcoming frontage through the inclusion of legible entries, gates or pathways, and fenestration oriented to the laneway
- 11.1.2. provide for casual surveillance of the laneway through the location of windows or balconies
- 11.1.3. include a modest setback from the laneway's edge to accommodate landscape or pedestrian areas between the edge of the lane (or parking) and the building
- 11.1.4. be sited to preserve mature trees and provide tree planting spaces which enhance the appearance of the laneway
- 11.1.5. provide low-glare, downward facing lighting at entries and to enhance a sense of safety
- 11.1.6. minimize stormwater runoff onto the laneway

11.2. Where laneways are provided, consider locating rear yard parking and access off of the lane to support more front yard landscaping while limiting the amount of space dedicated to parking in the rear yard.

11.3. Massing and location of windows, porches and decks should limit overlook and shadowing of adjacent back yards.

11.4. Green spaces should be provided to the centre of the lot as compatible with existing patterns.

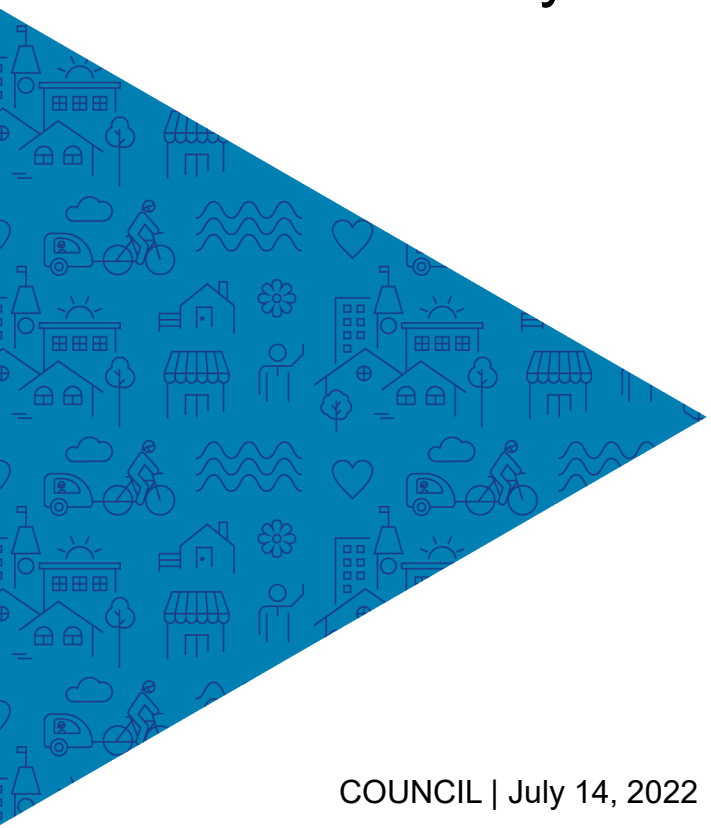
11.5. Consider pedestrian safety in siting of gates and entries along the laneway by providing visibility for pedestrians and drivers.

2022

CITY OF VICTORIA | Sustainable Planning and Community Development

Missing Middle Housing

Draft Bylaws for the Missing Middle Housing Initiative



COUNCIL | July 14, 2022

CITY OF VICTORIA

Purpose

- Introduce Draft Bylaws associated with this initiative
- Highlight minor differences in bylaws relative to approaches outlined at Committee of the Whole

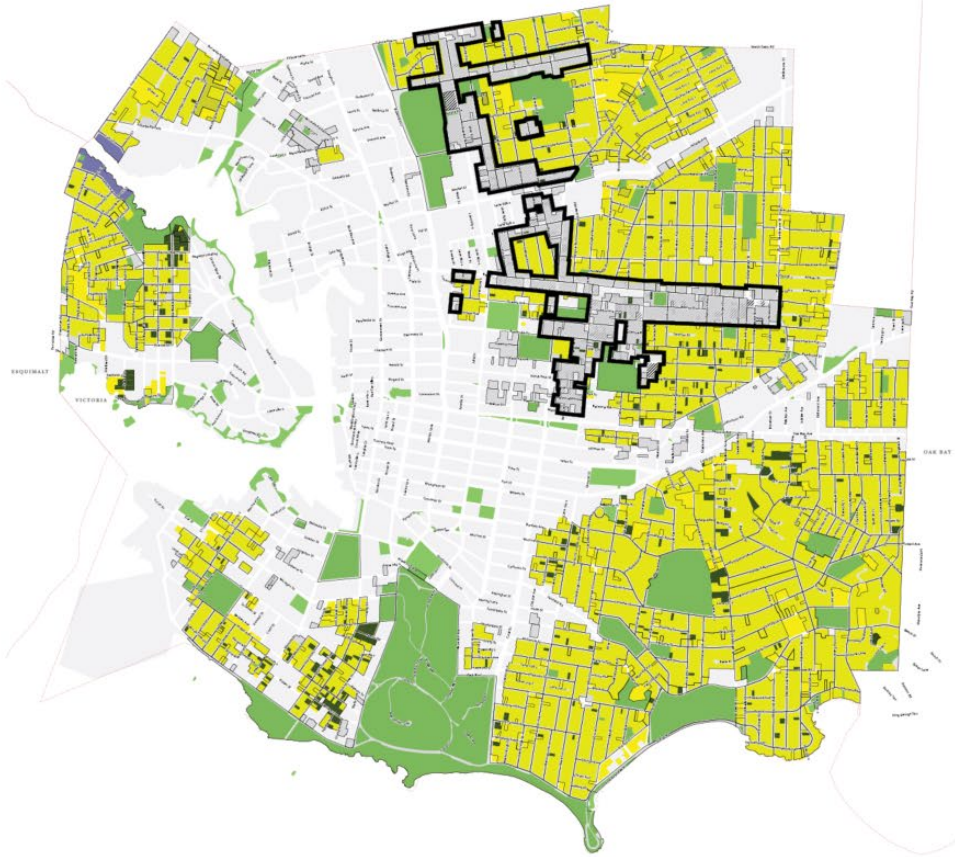


Regulations Limited to Traditional Residential Areas

Current Traditional Residential Areas

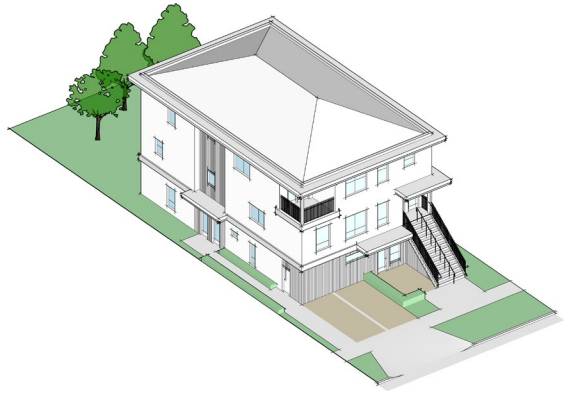


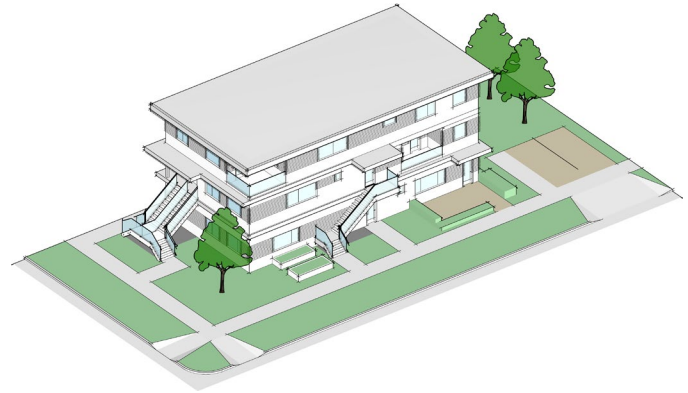
Local Area Panning Proposed Changes



Other Minor Differences from COTW

- Exclusion of Gorge Waterfront properties
- Increased Open Site Space Requirement
- Heritage Conserving Infill Setbacks
- Reformatted Missing Middle Design Guidelines





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Missing Middle Bylaws

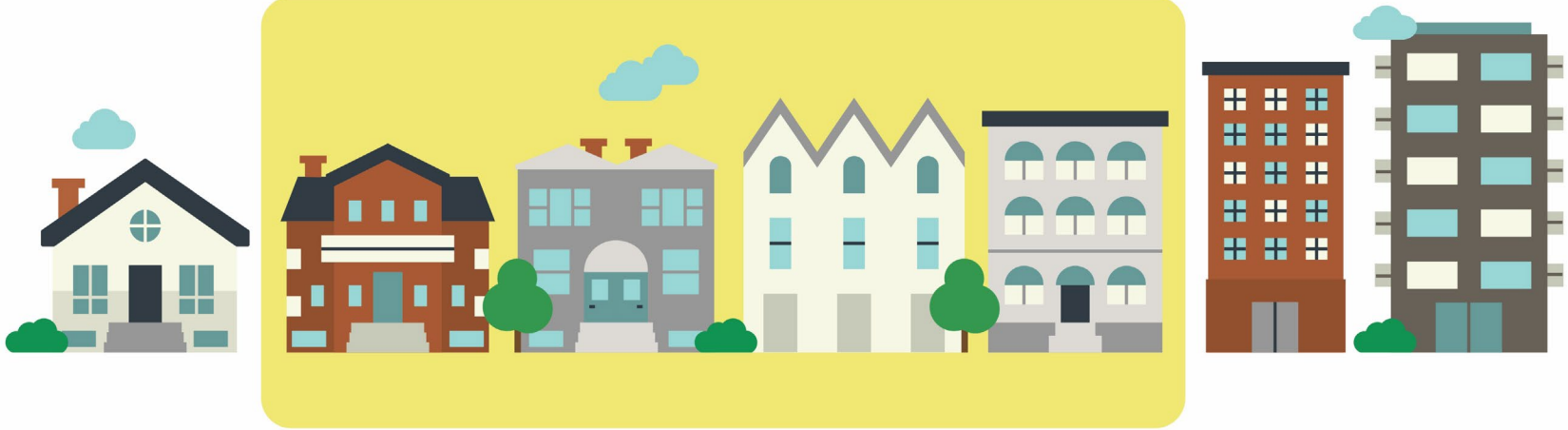
- Four bylaws would implement the Missing Middle Housing Initiative:
  - Bylaw 22-044: *Official Community Plan Bylaw, 2012, Amendment Bylaw (No. 42)*
  - Bylaw 22-045: *Zoning Regulation Bylaw, Amendment Bylaw (No. 1278)*
  - Bylaw 22-056: *Affordable Housing Standards Bylaw*
  - Bylaw 22-057: *Land Use Procedure Bylaw, Amendment Bylaw (No. 17)*



- If these bylaws receive introductory readings, a public hearing will be held on Thursday, August 4

Bylaw 22-044: OCP Amendments

- The purpose of this bylaw is to:
  - Insert language in the OCP to make possible implementation of the Missing Middle Initiative
  - Create a new development permit area to regulate Missing Middle developments (DPA 15F, Missing Middle Housing)
- The key amendments to note:
  - Section 7 introduces a definition of Missing Middle Housing
  - Schedule 1 contains modifications to Figure 8: Urban Place Guidelines
  - Schedule 2 contains the new development permit area DPA 15F: Missing Middle Housing



Bylaw 22-045: Zoning Amendments

This is the “main” bylaw implementing Missing Middle regulations



- The key amendments to note:
  - Introduction of new section 49 in the *Zoning Regulation Bylaw*
  - New Schedule P – Missing Middle Regulations
  - New Schedule Q – Highway Dedication Amenity Requirements
  - New Schedule R – Legal Agreements
- Key points:
  - No parts of the City are being “rezoned”, i.e., no property is moving from one zone to another and everything that is currently permitted will continue to be permitted following these amendments (i.e., we are not creating any non-conformities through these amendments)
  - Section 49 makes Missing Middle Regulations (Schedule P) applicable to some properties in addition to the existing zoning rules
  - Schedule P contains the Missing Middle Regulations, including definitions, which makes it easier to use but also easier to amend or repeal following the two-year review directed by Council
  - Schedule Q contains road dedication provisions applicable only if an applicant wishes to access higher density

Bylaw 22-056: Affordable Housing



- The purpose of this bylaw is to:
  - Define affordability standards for rental and affordable home ownership housing – it is consistent with existing City policies
  - It does not actually impose any requirements or regulations directly – it is a “reference” bylaw setting up standards that can then be referenced in other bylaws or legal instruments
- The key provisions to note:
  - Section 3 defines maximum income limits for below-market homeownership units
  - Sections 4 defines maximum rents and maximum income limits for affordable rentals
  - Section 5 defines maximum rents and income limits for affordable rental projects by BC Housing or CMHC
  - Section 6 contains an automatic escalation provision linked to CPI

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Bylaw 22-057: LUP Amendments

- The purpose of this bylaw is to:
  - Modify the *Land Use Procedure Bylaw* to implement Missing Middle Initiative by delegating certain approvals to the Director of Planning
  - Encourage compliance with the Tenant Assistance Policy by offering a $5000 refund of the application fee
- The key amendments to note:
  - Introduction of a new section 21A to provide a partial fee refund for compliance with the Tenant Assistance Policy
  - Changes to Schedule A to create specific new fees for Missing Middle projects
  - Addition to Schedule D to delegate to the Director power to issue development permits under DPA 15F: Missing Middle Housing



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