

EXPLANATION

**A By-law to amend
Sewer and Watercourse By-law No. 8093
regarding 2018 fee increases**

Enactment of the attached By-law will implement Council's resolution of December 12, 2017 respecting new sewer and watercourse rates, to be effective from January 1, 2018.

Director of Legal Services
December 12, 2017

HC.

BY-LAW NO. _____

A By-law to amend
Sewer and Watercourse By-law No. 8093
regarding 2018 fee increases

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

1. This By-law amends the indicated provisions of By-law No. 8093.
2. Council repeals Parts I, III, IV, V, and VI of Schedule A to the Sewer and Watercourse By-law, and substitutes:

"PART I

SEWER CONNECTION RATES

Every applicant for a public sewer connection must, at the time of application, pay to the City the following rates:

1.	Public sewer connection, for One-Family or Two-Family Dwellings with or without a Laneway House (including 3 inch/75mm and greater pressure connections)	\$ 11,265.00
2.	Public sewer connection, other than One-Family or Two-Family Dwellings	
	a) 4 inch/100 mm diameter	\$15,445.00
	b) 6 inch/150 mm diameter	\$18,643.00
	c) 8 inch/200 mm diameter	\$21,090.00
	d) 10 inch/250 mm diameter	\$24,329.00
	e) 12 inch/300 mm diameter	\$27,644.00
	f) 15 inch/375 mm diameter or greater	\$30,914.00
	g) connection to building sewer where installation cost is greater than 1.5 times the applicable flat rate connection fee set out in this Schedule	At cost, pursuant to Section 2.7(2)
	h) manhole installation in conjunction with a public sewer connection, pursuant to Sentence 2.7(3) of Sewer and Watercourse By-law	At cost, pursuant to Section 2.7(3)
3.	Where a public sewer connection will be placed more than 5 feet	

		below the ground elevation, taken to the nearest foot and measured at the centre line of the street or lane, as determined by the City Engineer, the fees payable shall be an amount equivalent to an increase of 10% for each additional foot below 5 feet, of the fee otherwise payable by section 1 or 2 above	
4.		New fitting on a twin sewer pursuant to Sentence 2.7(4)	\$5,040.00
5.		New fitting on a single sewer pursuant to Sentence 2.7(4)	\$2,222.00
6.		Inspection of a plumbing system, subsoil drainage pipes, and a building sewer	\$305.00

PART III

**FLAT RATES
FOR UNMETERED PROPERTY**

Single Family Dwelling	\$424.00
Single Family Dwelling with Suite	\$573.00
Single Family Dwelling with Laneway House	\$573.00
Single Family Dwelling with Suite and Laneway House	\$722.00
Strata Duplex (per dwelling unit)	\$287.00
2 Services, 1 Lot	\$848.00
3 Services, 1 Lot	\$1,271.00
4 Services, 1 Lot	\$1,696.00
Parking Lot/Garden	\$242.00

PART IV

**FLAT RATES FOR OTHER PROPERTY
OR SHUT OFF WATER SERVICE**

Other Property	\$242.00
Turned Off, 1 Service	\$242.00
Turned Off, 2 Services	\$242.00
Turned Off, 3 Services	\$242.00

PART V

UNIT-BASED RATES FOR METERED PROPERTY

Metered Property Rate	\$2.729
Waste Discharge Permit User Rate	\$0.8891

PART VI

FLAT RATE FOR SPECIFIC TYPES
OF DISCHARGES/DISPOSALS

For the discharge of contaminated groundwater, pursuant to Section 7.11 (per cubic metre)	\$1.24
For the disposal of ship wastewater, pursuant to Section 7.12 (per cubic metre)	\$1.24
For discharges by Utilities, pursuant to Section 7.13 (per manhole connected)	\$327.00

”

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

4. This By-law is to come into force and take effect on January 1, 2018.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION PAGE

**A By-law to amend Water Works By-law No. 4848
regarding 2018 water rate and fee increases and housekeeping amendments**

Enactment of the attached By-law will implement Council's resolution of December 12, 2017 respecting new water rates and fees and housekeeping amendments, to be effective from January 1, 2018.

Director of Legal Services
December 12, 2017

HC

BY-LAW NO. _____

**A By-law to amend Water Works By-law No. 4848
Regarding 2018 Water Rates and Fees and Housekeeping Amendments**

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

1. Council amends the indicated provisions of Waterworks By-law 4848 and amends the index to reflect the changes to section names contained in this by-law.

2. In Part III, Council:

(a) strikes out Section 3.3 and substitutes:

“3.3 Requirement to Protect Meter

A customer must protect any meter on the customer’s property from damage caused by rainfall, irrigation water, storm water, snow, ice, or freezing.” ;

(b) changes the title of Section 3.6 to **“Prohibition Against Sale and Certain Uses”**; and

(c) in Section 3.9(a), strikes out the word “mobile” wherever it appears.

3. In Part VI, Council strikes out Sections 6.21 and 6.22 and substitutes:

“6.21 Adjustment to Fees or Charges Previously Billed

In the case of an adjustment to fees or other related charges that have previously been billed, the Collector:

(a) must adjust for the current year;

(b) may also adjust for up to two calendar years prior to the current year;
and

(c) must not pay interest on any overpayment.

6.22 Billing For Fees or Charges Not Previously Billed

In the case of billing a fee or other charge that has not previously been billed, the Collector:

(a) must issue a bill to the customer for the fees or charges not previously billed from the date that it was discovered that the fee or charge ought to have been billed, as determined by the Collector, and

(b) must not back bill for a period greater than the current year plus the previous calendar year, except as provided in section 6.19.”

4. Council repeals Schedules A to H and substitutes:

**“SCHEDULE A
Flat Rate Connection Fees
And Service Pipe Removal Fees**

Flat Rate Connection Fees

Service Pipe Size *Single-Family and Two-Family Dwelling with or without a Laneway House*

20 mm (3/4")	\$5,901.00
25 mm (1")	6,110.00
40 mm (1 1/2")	7,346.00
50 mm (2")	8,146.00

Service Pipe Size *Other Connections*

20 mm (3/4")	\$9,907.00
25 mm (1")	10,307.00
40 mm (1 1/2")	11,894.00
50 mm (2")	11,894.00
100 mm (4")	17,197.00
150 mm (6")	21,270.00
200 mm (8")	23,227.00
300 mm (12")	32,688.00

Service Pipe Removal Fees

Service Pipe Size

20 mm (3/4") to 50 mm (2") inclusive	\$1,153.00
100 mm (4") to 300 mm (12") inclusive	3,457.00

SCHEDULE B
Annual Flat Rate Service Charges for Residential Properties

The following charges apply to unmetered single family dwellings and dwellings comprising not more than two separate dwelling units:

Single Dwelling Unit	\$653.00
Single-Family with suite or laneway house	885.00
Single-Family with suite and laneway house	1,118.00
For each strata title duplex	442.00
Parking Lot/Community Garden	\$201.00
Water Service - Turned Off	148.00
Other Property	148.00

SCHEDULE C
Annual Flat Rate Service Charges for Unmetered Fire Service Pipes

Fire Service Pipe Size

50 mm (2") or smaller	\$226.00
75 mm (3")	340.00
100 mm (4")	469.00
150 mm (6")	541.00
200 mm (8")	634.00
250 mm (10")	674.00
300 mm (12")	722.00

SCHEDULE D
Charges for Metered Water Service

<i>Four Month Period</i>	<i>Rate In Dollars per Unit (2,831.6 Litres)</i>
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Rate for all metered uses

October 1 - May 31	Per unit	\$2.849
June 1 - September 30	Per unit	\$3.571

SCHEDULE E
Meter Service Charge

The following schedule shows the meter charge based on the size and type of meter, payable on each service, in addition to water consumption charges:

Per Four Month Period

Services with Standard Type Meters

17 mm (1/2") and 20 mm (3/4")	\$ 32.00
25 mm (1")	32.00
40 mm (1 1/2")	69.00
50 mm (2")	96.00
75 mm (3")	215.00
100 mm (4")	262.00
150 mm (6")	341.00
200 mm (8")	528.00
250 mm (10")	647.00
300 mm (12")	767.00

Services with Low Head Loss Meters/Detector Check Valves

100 mm (4")	\$303.00
150 mm (6")	443.00
200 mm (8")	594.00
250 mm (10")	741.00
300 mm (12")	884.00

SCHEDULE F
Charges for Temporary Water Service During Construction

<i>Building Size in Square Meters of Gross Floor Area</i>	<i>Rate in Dollars of Gross Floor Area Per Building</i>
Up to and including 500	\$288.00
Over 500 but not exceeding 2,000	564.00
Over 2,000 but not exceeding 9,000	848.00
Over 9,000 but not exceeding 24,000	1,426.00
Over 24,000 but not exceeding 45,000	2,133.00
Over 45,000	2,830.00

SCHEDULE G
Fees for Installation of Water Meters

Fees for Installation of Water Meters for Single and Two Family Dwellings with or without a Laneway House

Size of Standard Meter

20 mm (3/4") meter assembly and box	\$1,144
25 mm (1") meter assembly and box	\$1,248

Fees for Installation of Water Meters on Other Connections

<i>Size of Standard Meter</i>	<i>Meter on City Property</i>	<i>Meter on Private Property</i>
20 mm (3/4")	\$ 3,324.00	\$ 525.00
25 mm (1")	3,475.00	606.00
40 mm (1 1/2")	3,787.00	809.00
50 mm (2")	3,915.00	1,116.00
75 mm (3")	13,663.00	2,464.00
100 mm (4")	14,941.00	3,744.00
150 mm (6")	48,797.00	7,939.00
200 mm (8")	50,188.00	9,496.00
250 mm (10")	67,806.00	19,139.00
300 mm (12")	74,973.00	26,308.00

SCHEDULE H
Miscellaneous Fees and Charges

Cross Connection Control Administration Fees	
First Assembly	\$ 30.00
Additional Assembly	13.00
Extra charge for inaccessible meter (per incident)	75.00
Special Meter Reading (per occurrence)	100.00
Customer Requested Meter Test (deposit)	200.00
Charges for Returned Cheques	35.00
Residual Water Pressure Estimate Fee	
Original calculation	36.00

Additional copies for same location	10.00
Miscellaneous water information requests (per hour)	45.00
City Crew call out fee (normal working hours) (per hour or portion thereof)	100.00
City Crew call out fee (outside normal working hours) (per hour or portion thereof)	200.00
Frozen pipe thawing	At cost (Section 5.4)"

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

6. This By-law is to come into force and take effect on the 1st day of January, 2018.

ENACTED by Council this
2017

day of

Mayor

City Clerk

EXPLANATION

**A By-law to amend
Solid Waste By-law No. 8417
regarding 2018 fee increases and miscellaneous amendments**

Enactment of the attached By-law will implement Council's resolution of December ~~12~~ 2017 respecting new solid waste fees and miscellaneous amendments, to be effective from January 1, 2018.

Director of Legal Services
December 12, 2017

HC.

BY-LAW NO.

A By-law to amend
Solid Waste By-law No. 8417
regarding 2018 fee increases and miscellaneous amendments

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

1. This By-law amends the indicated provisions of Solid Waste By-law No. 8417.
2. In Section 2, Definitions, Council:
 - (a) inserts the following definitions in the correct alphabetical order:

““Drywall Policy” means the Vancouver South Transfer Station & Vancouver Landfill Drywall Policy in place to meet the requirements of Hazardous Waste Regulation (B.C. Reg. 63/88) and Occupational Health and Safety Regulation (B.C. Reg. 296/97),”

““expanded polystyrene packaging” means white expanded polystyrene used for protection and distributing products, but excluding:

- (a) food and beverage containers;
- (b) packaging ‘peanuts’; and
- (c) expanded polystyrene that has been painted, soiled or treated,”

““new gypsum (drywall)” means gypsum that is date stamped 1990 or later, has not been previously installed, and does not contain tape, paint or drywall mud,”

““noxious weeds” means the weeds designated as noxious weeds in Part I and Part II of Schedule A of the *Weed Control Regulation*, B.C. Reg. 143/2011 but excludes Giant Hogweed (*Heracleum Mantegazzianum*) and Spurge Laurel (*Daphne Laureola*),”

““flocked tree” means a natural tree that has been treated or coated with a chemical substance,”

““seniors licensed care and group homes” means any commercial property classified as “seniors licensed care” or “group home” on the most recent assessment roll,”

““toxic plants” means Devil’s Club (*Oplopanax Horridus*), Giant Hogweed (*Heracleum Mantegazzianum*) and Spurge Laurel (*Daphne Laureola*),”

““used gypsum (drywall)” means gypsum that is without a date stamp or is date stamped before 1990, or contains tape, paint or drywall mud,”

““residential used gypsum (drywall)” means used gypsum (drywall) transported from a residence by the owner or occupant of that residence”; and

(b) strikes out the definition of “yard waste” and substitutes:

““yard waste” includes vegetative trimmings from flowers, house plants, yards, or other landscaped areas consisting only of leaves, grass clipping, plants, small brush, hedge clippings, Christmas Trees, small limbs and dry seed pods but excludes flocked trees, noxious weeds and toxic plants.”

3. Council strikes out section 3.1(2) and substitutes:

“(2) The City Engineer may refuse to provide:

- (i) solid waste services, or
- (ii) access to the city’s solid waste facilities,

to any person who fails to comply with the provisions of this By-law.”

4. In section 7.5(a), Council strikes out “city=s” and substitutes “city’s”.

5. Council strikes out section 8.4 and substitutes:

“8.4 Materials Banned from the Vancouver Landfill and Transfer Station

No person shall dispose of:

- (a) anything described in Schedule E and Schedule G to this By-law;
- (b) a solid waste load that contains more than 5% by weight or by volume of materials listed in Schedule F of this by-law other than expanded polystyrene packaging; or
- (c) a solid waste load that contains more than 20% by weight or by volume of expanded polystyrene packaging

at either the Vancouver Landfill or the Vancouver South Transfer Station.”

6. Council strikes out section 8.5 and substitutes:

“8.5 Costs of Clean-up and Remediation

A person who disposes of any banned material, as described in Schedule E and G or referred to in section 8.4 of this By-law, at the Vancouver Landfill or Vancouver South Transfer Station must pay to the city on demand the city’s direct and indirect costs, including lost revenues, of clean-up and remediation resulting from such disposal.”

7. In Part XI, Council:

- (a) re-numbers sections 11.4 through 11.6 as 11.5 through 11.7 respectively; and

- (b) strikes out section 11.3 and substitutes:

“11.3 Service of Orders

A notice or order issued under this by-law is sufficiently served if:

- (a) the order or notice is delivered by hand, by ordinary prepaid mail or by registered mail, to the owner or occupier at the applicable address as shown on the assessment roll; or
- (b) in the case of an owner or occupier that is a corporation, the order or notice is delivered by hand, by ordinary prepaid mail, or by registered mail, to the registered and records office of the corporation; or
- (c) the order or notice is delivered by hand, by ordinary prepaid mail or by registered mail, to the address of the user shown on the container as required by section 9.1(2); or
- (d) the order or notice is delivered by hand, ordinary prepaid mail or by registered mail, to the private contractor; or
- (e) in any case, the order or notice is delivered by electronic mail to the electronic mail address of the user or private contractor as shown in a lane permit application for commercial waste or recycling container; or
- (f) if a container is on a street or lane, by posting the notice on the container.

11.4 Deemed Receipt of Order

Notices and orders issued in accordance with this by-law are deemed to have been received:

- (a) seven days after mailing, if sent by ordinary prepaid mail, to the mailing address of the owner, occupier, user or private contractor;
- (b) on the date of delivery as noted in the Canada Post tracking system, if sent by registered mail;
- (c) 24 hours after sending, if sent by electronic mail to the electronic mail address of the user or private contractor as shown in a lane permit application for commercial waste or recycling container;
- (d) immediately upon receipt, if handed to the user, private contractor, owner or occupier or to a representative of the user,

SCHEDULE A

RATES FOR LANDFILL AND TRANSFER STATION

I. Drop-off Rates

The following rates apply to solid waste, yard waste, clean wood waste, wood waste, and new gypsum (drywall) dropped off at the Vancouver Landfill (5400 72nd Street, Corporation of Delta) and the Vancouver South Transfer Station (377 West Kent Avenue North, Vancouver).

Solid waste, yard waste, clean wood waste, wood waste and new gypsum (drywall)

Type of Waste	Rate	Peak hours minimum charge (from 10:00 a.m. to 2:00 p.m. Monday to Friday, excluding Statutory Holidays)	Non peak hours minimum charge (other than from 10:00 a.m. to 2:00 p.m. Monday to Friday)
Solid waste, other than municipal garbage	\$137/tonne for 0 to 0.99 tonnes to a maximum of \$115 per load \$115/tonne for 1.00 to 8.99 tonnes to a maximum of \$738 per load \$82/tonne for 9.00 or more tonnes	\$20	\$10
Municipal garbage	\$103/tonne	\$20	\$10
Yard waste, food waste and clean wood waste	\$70/tonne	\$10	\$10
Wood waste, but only at Vancouver Landfill	\$70/tonne	\$10	\$10
New gypsum (drywall), at the Transfer Station	\$5 for up to ½ a sheet (4'x4')	\$5	\$5
New gypsum (drywall), at	\$150/tonne for up to 0.5 tonne	\$10	\$10

the Landfill			
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All charge rates based on weight are determined by rounding the weight of a load up to the nearest 0.01 tonnes

All non-account charge rates are rounded to the nearest dollar.

Mattresses deposited for recycling\$15/piece

Where any portion of a load consists of recyclable materials which are deposited separately for recycling, and for which there is no drop off rate, for that portionNo Charge

A load that contains any combination of materials subject to different disposal rates and the customer chooses not to weigh-out after dropping off each material, the entire load will be subject to the highest rate payable for any part of the load.

The following rates apply to solid waste dropped off at the Vancouver Landfill (5400 72nd Street, Corporation of Delta).

Residential used gypsum (drywall).....\$200 per tonne
(\$10 minimum)

Solid waste from Delta Farms that contains less than 5% by weight or by volume of materials listed in Schedule F, and does not contain any materials listed in Schedules E and G\$15 per load for up to 3 tonnes, for up to 5 loads per year

Special handle waste (nuisance waste) requiring burial, as determined by the City Engineer.....\$250 per tonne
(\$50 minimum)

Burial fee for non-recyclable residuals from regional wastewater treatment plants, in addition to the Burns Bog Rate as defined by the Burns Bog Landfill Agreement between Greater Vancouver Sewerage and Drainage District, City of Vancouver and The Corporation of Delta\$135 per tonne

Demolition materials meeting the City Engineer's specifications for road and infrastructure construction arriving in loads that are greater than 50 cubic metres in volume \$90 per tonne

Demolition hog materials meeting the City Engineer's specifications for surfacing tipping pads and temporary access roads \$45 per tonne

Crushed asphalt and concrete meeting the City Engineer's specificationsNo Charge

Residential asbestos waste.....\$200 per tonne
(\$10 minimum)

All other asbestos waste\$250 per tonne
(\$50 minimum)

II. Surcharge Rates

Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains 5% or more by weight or by volume of materials listed in Schedule F, a 50% surcharge will be applied to the load.

Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains 20% or more by weight or by volume of expanded polystyrene packaging, a 100% surcharge will be applied to the load.

The surcharge rates above will be waived for loads of special handle waste received at the Vancouver Landfill.

Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains one or more materials listed in Schedules E and G, a \$65.00 surcharge will be applied to the load plus removal and remediation costs where applicable.

Where any load of solid waste, yard waste, clean wood waste, wood waste and/or recyclable materials is not secured as per the requirements of the *Motor Vehicle Act*, a 50% surcharge shall be applied to the load to a maximum surcharge value of \$50.

Where a single load is subject to multiple surcharges, the surcharge with the highest value will apply for the weight of the entire load.

III. Compost Rates

The following rates apply to the sale of compost produced from yard waste at the Vancouver Landfill Composting Facility at 5400 72nd Street in the Corporation of Delta. Delivery charges are in addition to these rates.

Compost rate..... \$16 per tonne
(\$5 minimum)

Compost rate, for Delta Farmers..... \$1 per cubic meter

IV. Transaction fee

In addition to all other charges, a \$5 fee is imposed on all Solid Waste transactions, including mixed loads, nuisance waste loads, asbestos waste loads, and new and residential used gypsum (drywall).

SCHEDULE B

RATES FOR COLLECTION SERVICES

I. Garbage Cart Collection Service

A. Residential Property

The following allocation applies to residential properties:

Number of Dwelling Units	Minimum Allocated Garbage Volume (per collection period)	Minimum Allocated Garbage Carts (per collection period)
1 unit	50 litres	75 litre
2 units	100 litres	120 litre
3 units	150 litres	180 litre
4 units	200 litres	240 litre
5 units	250 litres	360 litre
6 units	300 litres	360 litre
7 units	350 litres	360 litre
8 units	400 litres	240 litre, 180 litre
9 units	450 litres	240 litre, 240 litre
10 units	500 litres	360 litre, 180 litre
11 units	550 litres	360 litre, 240 litre
12 units	600 litres	360 litre, 240 litre
13 units	650 litres	360 litre, 360 litre
14 units	700 litres	360 litre, 360 litre
15 units	750 litres	360 litre, 240 litre, 180 litre
16 units	800 litres	360 litre, 240 litre, 240 litre
16 units	800 litres	360 litre, 240 litre, 240 litre
17 units	850 litres	360 litre, 360 litre, 180 litre
18 units	900 litres	360 litre, 360 litre, 180 litre
19 units	950 litres	360 litre, 360 litre, 240 litre
20 units	1000 litres	360 litre, 360 litre, 360 litre
21 units	1050 litres	360 litre, 360 litre, 360 litre

B. Garbage Cart Rates

For those properties which receive garbage cart collection service under Part IV - Garbage Service, per calendar year, the following rates are payable concurrently with each year's real property taxes:

Garbage Cart Size	Biweekly Collection Rate	Weekly Collection Rate
75 litres	\$84	\$108
120 litres	\$96	\$122
180 litres	\$114	\$141
240 litres	\$131	\$160
360 litres	\$165	\$198

II. Garbage Can Collection Service

A. Residential Property

The following allocation applies to residential properties:

Number of Dwelling Units	Allocated Garbage (per collection period)
1 unit	2 garbage cans
2 units	2 garbage cans
3 units	3 garbage cans
4 units	3 garbage cans
5 units	4 garbage cans
6 units	4 garbage cans
7 units	5 garbage cans
8 units	5 garbage cans
9 units	6 garbage cans
10 units	6 garbage cans
11 units	7 garbage cans
12 units	7 garbage cans
13 units	8 garbage cans
14 units	8 garbage cans
15 units	9 garbage cans
16 units	9 garbage cans
17 or more units	10 garbage cans

B. Garbage Can Rates

For those properties which receive garbage can collection service under Part IV Garbage Service, per calendar year, the following rates are payable concurrently with each year's real property taxes:

biweekly collection.....	\$62.00
weekly collection.....	\$84.00

except for rowhouses which have one or more common collection points, at locations agreed to by the City Engineer, for each collection point where service is provided the following rates are payable:

biweekly collection.....	\$62.00
weekly collection.....	\$84.00

plus for each garbage can allocated or purchased, per calendar year, the following rates are payable concurrently with each years real property taxes:

biweekly collection.....	\$29.00
weekly collection	\$32.00

III. Miscellaneous Service

A. City Sticker Service

Each additional garbage bag with a city sticker affixed to the contents \$2.00

B. Purchase of Additional Garbage Service

Each property owner will be allowed one change per calendar year in the level of service under sections 4.1, 4.2 and 4.3 at no charge. A fee of \$25.00 will be charged for each additional change in that calendar year.

IV. Recycling Collection Service

A. Basic Recycling Rates

For those properties which receive recycling collection service under Part V - Recycling Service, except for seniors licensed care and group homes, per calendar year, the following rates are payable concurrently with each year's real property taxes \$203.00 per recycling cart

For seniors licensed care and group homes which receive recycling collection service under Part V - Recycling Service, per calendar year, the following rates are payable concurrently with each year's real property taxes \$67.00 per recycling cart

B. Additional Storage Charges

For those properties which store recycling carts or PPP carts on streets or lanes \$205.00 per cart

V. Green Cart Collection Service

A. Green Cart Rates

For properties which receive green cart collection service under PART VI - GREEN CART SERVICE, per calendar year, the following rates are payable concurrently with each year's property taxes

Size of green cart	Rate
120 litres	\$119
180 litres	\$140
240 litres	\$161
360 litres	\$203

B. Purchase of Additional Green Cart Service

Each property owner will be allowed one change per calendar year in the level of service under this By-law, without charge. A fee of \$25.00 will be charged for

any additional change in that calendar year.

VI. Street Cleaning Services Levy

For each dwelling unit \$19.00

SCHEDULE D

HAZARDOUS AND OPERATIONAL IMPACT MATERIALS BANNED FROM GARBAGE CONTAINERS

1. Refuse that is on fire, smoldering, flammable or explosive.
2. Hazardous Waste as defined in the Hazardous Waste Regulation (B.C. Reg. 63/88), with the exception of asbestos waste delivered to the Vancouver Landfill in accordance with the Asbestos Policy.
3. Propane tanks.
4. Liquids or sludge.
5. Coated or uncoated wire and cable that exceeds either 1% of the total weight of the load or 1% of the total volume of the load.
6. Dead animals.
7. Excrement, other than amounts of pet excrement that are double bagged and discarded with garbage and that do not exceed either 5% of the total weight of the container or 5% of the total volume of the container.
8. Barrels, drums, pails or other large (205 litre or greater) liquid containers, whether full or empty.
9. New or used gypsum (drywall).
10. Mattresses.
11. Any material that would cause undue risk of injury or occupational disease to any person at the Vancouver Landfill and Transfer Station or that would otherwise contravene the Occupational Health and Safety Regulation (B.C. Reg. 296/97) enacted pursuant to the Workers Compensation Act, as amended or replaced from time to time.
12. Any other material which the City Engineer or Medical Health Officer considers hazardous or unsuitable to handle.

SCHEDULE E

HAZARDOUS AND OPERATIONAL IMPACT MATERIALS BANNED FROM THE VANCOUVER LANDFILL AND TRANSFER STATION

The following wastes are prohibited from disposal at the Vancouver Landfill and Vancouver South Transfer Station:

1. Automobile bodies.
2. Refuse that is on fire, smoldering, flammable or explosive.
3. Hazardous Waste as defined in the Hazardous Waste Regulation (B.C. Reg. 63/88), with the exception of asbestos waste delivered to the Vancouver Landfill in accordance with the Asbestos Policy.
4. Propane tanks.
5. Liquids or sludge.
6. Coated or uncoated wire and cable that exceeds either 1% of the total weight of the load or 1% of the total volume of the load.
7. Dead animals from personal or business activities.
8. Inert fill material including soil, sod, gravel, concrete and asphalt exceeding 0.5 cubic metres per load.
9. Excrement, other than amounts of pet excrement that are double bagged and discarded with Municipal Solid Waste and that do not exceed either 5% of the total weight of the load or 5% of the total volume of the load.
10. Barrels, drums, pails or other large (205 litre or greater) liquid containers.
11. New or used gypsum (drywall), with the exception of residential used gypsum (drywall) delivered to the Vancouver Landfill in accordance with the Drywall Policy.
12. Mattresses.
13. Railroad ties or creosote treated wood.
14. Toxic Plants, with the exception of Toxic Plants that are double bagged and delivered in dedicated loads to the Vancouver Landfill for management as special handle waste requiring burial.
15. Personal hygiene products where the personal hygiene products make up more than 10% of the total weight of the load unless the personal hygiene products are double bagged in sealed plastic bags that are sufficiently durable to resist leaking or breaking during collection and disposal.
16. Any material that would cause undue risk of injury or occupational disease to any person at the Vancouver Landfill and Transfer Station or that would otherwise contravene the Occupational Health and Safety Regulation (B.C. Reg. 296/97) enacted pursuant to the Workers Compensation Act, as amended or replaced from time to time.
17. Any other material deemed by the City Engineer as unacceptable for disposal at the Vancouver Landfill or Vancouver South Transfer Station.

SCHEDULE F

RECYCLABLE MATERIALS

1. Beverage containers identified in "Schedule 1 – Beverage Container Product Category" to the *Recycling Regulation* (B.C. Reg. 449/2004) of the *Environmental Management Act*.
2. Containers other than beverage containers made of:
 - i) Metal,
 - ii) Glass, or
 - iii) Plastic identified by the SPI Code #1 (Polyethylene Terephthalate or PET) or SPI Code #2 (High Density Polyethylene or HDPE) or SPI Code #4 (Low Density Polyethylene or LDPE) or SPI Code #5 (Polypropylene or PP).
3. Recyclable Paper.
4. Corrugated Cardboard.
5. Yard Waste.
6. Food Waste.
7. Clean Wood Waste.

SCHEDULE G
PRODUCT STEWARDSHIP MATERIALS

The following materials included in the effective Product Stewardship Program product categories of the *Recycling Regulation* of the *Environmental Management Act*, are banned from garbage containers, and from disposal as garbage at the Vancouver South Transfer Station, and Vancouver Landfill:

1. The following materials pursuant to Schedule 2 - Residual Product Category to the *Recycling Regulation*:
 - i) Solvents and flammable liquids,
 - ii) Pesticides,
 - iii) Gasoline,
 - iv) Pharmaceutical products and medications,
 - v) Oil, oil filters and oil containers,
 - vi) Paint,
 - vii) Lead-acid batteries, and
 - viii) Antifreeze and antifreeze containers.
2. Electronics and electrical products, including metal household and commercial appliance, as identified in Schedule 3 - Electronics and Electrical Products Category to the *Recycling Regulation*.
3. Tires pursuant to Schedule 4 - Tire Product Category to the *Recycling Regulation*.

EXPLANATION

**A By-law to amend Energy Utility System By-law No. 9552
regarding 2018 levy and charge increases**

Enactment of the attached By-law will implement Council's resolution of December 12, 2017 respecting new levies and charges, to be effective from January 1, 2018.

Director of Legal Services
December 12, 2017

HC

BY-LAW NO. _____

**A By-law to amend Energy Utility System By-law No. 9552
regarding 2018 Updates to Levies and Charges**

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

1. This By-law amends the indicated provisions and schedule of the Energy Utility System By-law.
2. Council repeals Schedule C, and substitutes:

"SCHEDULE C

LEVIES AND CHARGES

PART 1 - Excess demand fee

Excess demand fee for each 1 W per m ² of the aggregate of the estimated peak heat energy demand referred to in section 4.1(b) (i), (ii), and (iii) that exceeds 65 W per m ²	\$1.50
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PART 2 - Monthly levy

Class 1 - SEFC residential or mixed use residential building	\$0.554 per m ²
Class 2 - Residential or mixed use residential building located outside SEFC	\$8.326 per KW of peak heat energy demand
Class 3 - Non-residential building	\$8.326 per KW of peak heat energy demand

PART 3 - Monthly charge

Monthly charge	\$49.103 per MW per hour
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PART 4 - Credit

Credit for heat energy returned to energy transfer station	\$49.103 per each MW per hour multiplied by 50%
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3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2018.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION

**Crossing By-law amending By-law
regarding 2018 fee increases**

The attached By-law will implement Council's resolution of December 12, 2017, to amend the Crossing By-law to increase certain fees for 2018.

Director of Legal Services
December 12, 2017

HC.

BY-LAW NO. _____

**A By-law to amend Crossing By-law No. 4644
regarding 2018 fee increases**

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

1. This by-law amends the indicated provisions of the Crossing By-law.
2. In section 9 of the Crossing By-law, Council:
 - (a) strikes out "\$617.44" and substitutes "\$629.79"; and
 - (b) strikes out "\$75.53" and substitutes \$77.04.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2018.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

6

EXPLANATION

**Encroachment By-law amending By-law
regarding 2018 fee increases**

The attached By-law will implement Council's resolution of December 12, 2017, to amend the Encroachment By-law to increase certain fees for 2018.

Director of Legal Services
December 12, 2017

He

BY-LAW NO. _____

A By-law to amend Encroachment By-law No. 4243
regarding 2018 fee increases

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

1. This By-law amends the indicated provisions of the Encroachment By-law.
2. In section 3A (3)(a), Council strikes out "\$1,000" and substitutes "\$1,020".
3. In section 3A (4), Council strikes out "\$53.25", and substitutes "\$54.32".
4. In Part A of the Schedule attached to the Encroachment By-law, Council strikes out "\$111.09", "\$10.09", and "\$779.90", and substitutes "\$113.31", "\$10.29", and "\$795.50" respectively.
5. In Part B of the Schedule attached to the Encroachment By-law, Council strikes out "\$1,020.00", "\$25.50", "\$306.00", "\$4,545.12" and "\$2,529.60", and substitutes "\$1,040.40", "\$26.01", "\$312.12", "\$4,636.02" and "\$2,580.19" respectively
6. In Part C of the Schedule attached to the Encroachment By-law, Council strikes out "\$185.88" and "\$4.96", and substitutes "\$189.60" and "\$5.06" respectively.
7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
8. This By-law is to come into force and take effect on January 1, 2018.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION

**Granville Mall By-law amending By-law
regarding 2018 fee increases**

The attached By-law will implement Council's resolution of December 12, 2017, to amend the Granville Mall By-law to increase certain fees for 2018.

Director of Legal Services
December 12, 2017

HC

BY-LAW NO. _____

**A By-law to amend Granville By-law No. 9978
regarding 2018 fee increases**

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

1. This By-law amends the indicated provisions of the Granville Mall By-law.
2. In section 14(a) Council strikes out "\$251.43" and substitutes "\$256.46".
3. In section 14(b) Council strikes out "\$32.38" and substitutes "\$33.03".
4. In section 14(c) Council strikes out "\$9.52" and substitutes "\$9.71".
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
6. This By-law is to come into force and take effect on January 1, 2018.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION

**Street Distribution of Publications By-law amending By-law
regarding 2018 fee increases**

The attached By-law will implement Council's resolution of December 12, 2017, to amend the Street Distribution of Publications By-law to increase certain fees for 2018.

Director of Legal Services
December 12, 2017

He

BY-LAW NO. _____

**A By-law to amend
Street Distribution of Publications By-law No. 9350
regarding 2018 fee increases**

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

1. This by-law amends the indicated provisions of the Street Distribution of Publications By-law.
2. Council strikes out Part 2 of Schedule A to the Street Distribution of Publications By-law, and substitutes the following:
 - “Part 2 - Location fee
 - \$32.80 annually for each of 1 to 100 news boxes held by one person
 - \$98.35 annually for each of 101 or more news boxes held by one person
 - \$20.81 annually for each top row compartment in each multiple publications news box
 - \$10.40 annually for each bottom row compartment in each multiple publications news box
 - \$32.80 annually for each drop box”
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2018.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION

**Street and Traffic By-law amending By-law
regarding 2018 fee increases**

The attached By-law will implement Council's resolution of December 12, 2017, to amend the Street and Traffic By-law to increase certain fees for 2018.

Director of Legal Services
December 12, 2017

HL

BY-LAW NO. _____

A By-law to amend Street and Traffic By-law No. 2849
regarding 2018 fee increases

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

1. This By-law amends the indicated provisions of the Street and Traffic By-law.
2. In section 21.6, Council strikes out "\$11.14" and substitutes "\$11.37".
3. In section 23.4, Council:
 - (a) from subsections (a), (c), and (f), strikes out "\$74.19", and substitutes "\$75.67";
 - (b) from subsection (d), strikes out "\$54.76", and substitutes "\$55.86"; and
 - (c) from subsection (e), strikes out "\$37.08", and substitutes "\$37.83".
4. In section 23.5, Council strikes out "\$74.19" and substitutes "\$75.67".
5. In section 23.6, Council:
 - (a) from subsections (a), strikes out "\$1,320.00", and substitutes "\$1,346.40";
 - (b) from subsection (b), strikes out "\$660.00", and substitutes "\$673.20"; and
 - (c) from subsection (c), strikes out "\$300.00", and substitutes "\$306.00".
6. In section 23.8, Council:
 - (a) from subsection (a), Council strikes out "\$10", and substitutes "\$10.20"; and
 - (b) from subsection (b), Council strikes out "\$5", and substitutes "\$5.10".
7. In section 30(7) Council:
 - (a) from subsection (a), Council strikes out "\$98.94", "\$78.54" and "\$19.38" and substitutes "\$100.92", "\$80.11" and "\$19.77";
 - (b) from subsection (b), Council strikes out "\$137.70", "\$105.06", and "\$26.52", and substitutes "\$140.45", "\$107.16", and "\$27.05"; and
 - (c) from subsection (c), Council strikes out "\$2,556.29" and substitutes "\$2,607.42".

8. In section 67A(6), Council:
- (a) from subsection (a), strikes out "\$118.41", and substitutes "\$120.77"; and
 - (b) from subsection (b), strikes out "\$39.90", and substitutes "\$40.69".
9. In section 80(2), Council strikes out "\$501.85", "\$711.47", "\$2,172.23", "\$4,079.81", "\$8,118.40", "\$9,713.24", "\$1,000.18", "\$1,790.75", and substitutes "\$511.89", "\$725.70", "\$2,215.68", "\$4,161.40", "\$8,280.77", "\$9,907.50", "\$1,020.19", and "\$1,826.57", respectively.
10. In section 88A, Council:
- (a) from subsection (2)(b), strikes out "\$546.63" and "\$71.07", and substitutes "\$557.56" and "\$72.49" respectively; and
 - (b) from subsection (4), strikes out "\$71.77", and substitutes "\$73.20".
11. In section 96, Council strikes out "\$32.40" and "\$309.08", and substitutes "\$33.05" and "\$315.26" respectively.
12. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
13. This By-law is to come into force and take effect on January 1, 2018.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

10

EXPLANATION

**A By-law to Amend the Street Utilities By-law
regarding 2018 fees**

The attached By-law will implement Council's resolution of December 12, 2017, to amend the Street Utilities By-law to increase certain fees for 2018.

Director of Legal Services
December 12, 2017

He

BY-LAW NO. _____

**A By-law to amend the Street Utilities By-law No. 10361
regarding 2018 fee increases**

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

1. This By-law amends the indicated provisions of By-law No. 10361.
2. Council repeals Schedule "A" and substitutes the document attached as Schedule "A" to this By-law, as the new Schedule "A".
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2018.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

SCHEDULE A

“SCHEDULE A

SCHEDULE OF FEES AND COSTS

Part 1 - Plan review and administration fee

The applicant must pay to the city, in respect of a proposed alignment that is 20 meters or:

- (a) shorter, a plan review and administration fee of \$667.23;
- (b) longer, a plan review and administration fee of \$2,001.69;

together with a fee of \$13.35 per metre of the total length of the proposed alignment.

Part 2 - Inspection fee

The permit holder must pay to the city, to cover the cost of inspection of the proposed work, \$86.74 per street block of the total length of the proposed alignment for each day from commencement to completion of the work and for one day of any pre-construction organizing meeting.

Part 3 - Permanent restoration cost

The permit holder must pay to the city the cost to the city of permanent restoration after completion of the work, based upon the quantities of restoration necessary, the unit costs of such work, as follows, and the applicable city standards:

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Concrete Pavement	Less than 10 m ²	\$265.86
Concrete Pavement	10 m ² to less than 50 m ²	\$189.81
Concrete Pavement	50 m ² or more	\$135.13
Pavement Membrane Overlay Concrete Road	Less than 100 m ²	\$95.72
Pavement Membrane Overlay Concrete Road	More than 100 m ²	\$78.83
Light Asphalt Pavement	Less than 3 m ²	\$195.96
Light Asphalt Pavement	3 m ² to less than 10 m ²	\$107.10

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Light Asphalt Pavement	10 m ² to less than 100 m ²	\$72.52
Light Asphalt Pavement	100 m ² to 300 m ²	\$65.04
Light Asphalt Pavement	More than 300 m ²	\$63.17
Heavy Asphalt Pavement	Less than 3 m ²	\$245.32
Heavy Asphalt Pavement	3 m ² to less than 10 m ²	\$179.34
Heavy Asphalt Pavement	10 m ² to less than 100 m ²	\$118.49
Heavy Asphalt Pavement	100 m ² to 300 m ²	\$102.84
Heavy Asphalt	More than 300 m ²	\$91.14
Grading and Asphalt Aprons		Quotes by street utilities committee only
Concrete Sidewalk	Less than 10 m ²	\$237.25
Concrete Sidewalk	10 m ² to 25 m ²	\$186.88
Concrete Sidewalk	25 m ² to 50 m ²	\$171.85
Concrete Sidewalk	50 m ² or more	\$134.32
Exposed Agg Sidewalk	All	\$313.99
Concrete Crossing	All	\$258.42
Curb & Gutter	Less than 10 lm	\$346.53
Curb & Gutter	10 lm or more	\$251.64
Boulevards Top Soil & Seed	Less than 50 m ²	\$41.91
Boulevards Top Soil & Seed	50 m ² or more	\$23.30
Brick or Paver Sidewalks	All	\$326.38
Stamped Concrete		Quotes by street utilities committee only
Unusual Damages/ At-Cost Repairs		Quotes / Actual Cost + Overhead

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Concrete Bus Slab - 12" Thick with Integral Curb & Slab	All	\$320.30
Concrete Thickened Sidewalk - 6"	All	\$232.85
Concrete Thickened Sidewalk - 10"	All	\$290.45
Integral Concrete Road & Curb - 8"	All	\$275.91
Concrete Treaded Sidewalk	Less than 10 m ²	\$217.55
Concrete Treaded Sidewalk	10 m ² to 25 m ²	\$196.32
Concrete Treaded Sidewalk	More than 25 m ²	\$175.10
Asphalt/Concrete Pavement	0 m ² to less than 3 m ²	\$319.49
Asphalt/Concrete Pavement	3 m ² to less than 10 m ²	\$281.63
Asphalt/Concrete Pavement	10 m ² to 50 m ²	\$250.64
Asphalt/Concrete Pavement	50 m ² or more	\$205.64
Asphalt/Concrete Pavement - follow behind	Install of 5" Asphalt when concrete cutback is done by Utility Group	\$60.12
Brick/Paver/Stone Pavements		Quotes by street utilities committee only
Safety-sensitive Road Marking Repair		Quotes by street utilities committee only
Specialty Treatment Road Marking Repair		Quotes by street utilities committee only

Part 4 - Pavement degradation cost

The permit holder must pay to the city, as a contribution to the cost of pavement degradation based on the total area of pavement excavated, the estimated cost of pavement degradation, as set out in the permit, calculated in accordance with the following table:

Age of street in years since last re-surfaced as determined by the street utilities committee	Fee per square metre of excavation
0 - 5 years	\$55.60
6 - 10 years	\$44.48
11 - 15 years	\$33.37
16 - 20 years	\$22.25
21 years or greater	\$11.12

”

11

EXPLANATION

**Street Vending By-law amending By-law
regarding 2018 fees**

The attached By-law will implement Council's resolution of December 11, 2017, to amend the Street Vending By-law to increase certain fees for 2018.

Director of Legal Services
December 12, 2017

He.

BY-LAW NO. _____

**A By-law to amend
Street Vending By-law No. 10868
regarding 2018 fee increases**

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

1. This by-law amends the indicated provisions of the Street Vending By-law.
2. Council repeals Schedule A of the Street Vending By-law, and substitutes Schedule A attached to this By-law, which new Schedule A is to form part of the Street Vending By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2018.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

Schedule A

FEES

Application Fees

The following fees must be paid upon application for a permit, exclusive of sales tax:

- (a) street vendor \$53.06
- (b) display unit (including application by new owner). \$53.06
- (c) small patio (including application by new owner) \$53.06
- (d) large patio \$212.24

Permit Fees

The following fees must be paid prior to issuance of a permit, exclusive of sales tax:

- (a) street vendor
 - (i) food vending (stationary) unit\$1,173.37 per year
 - (ii) non-food vending (stationary) unit \$ 879.71 per year
 - (iii) mobile special event unit\$ 38.13 per day
- (b) food vending (roaming) unit
 - (i) with motorized unit \$316.56 per year
 - (ii) without motorized unit \$158.89 per year
- (c) display unit
 - for each square meter of display area.....\$ 51.27 per year
 - subject to a minimum fee of \$133.50 per year
- (d) small patio
 - for one table and two chairs \$122.47 per year
 - subject to a minimum fee of \$367.40 per year
- (e) large patio Downtown (see Schedule B)

Summer Term (April 1 - October 31) = \$84.83 /m²
Winter Term (November 1 - March 31) = \$60.37 /m²

Outside of Downtown

Summer Term (April 1 - October 31) = \$60.11 /m²
Winter Term (November 1 - March 31) = \$42.88 /m²

- (f) farmers' market permit \$578.76 per year
- (g) special event market permit \$119.50 per block per day to a maximum fee of \$471.66 per day
- (h) daily mobile vendor (outside special event permit zone) \$ 38.13 per day

Permit Renewal Fees

Renewal fees will be the same as the annual permit fees in this schedule and must be paid prior to issuance of a renewal permit, except for the following renewal fees which must be paid in accordance with the following payment schedule:

- (a) street vendor
 - (i) food vending (stationary) unit.....\$1,173.37 per year, of which 25% must be paid by a non-refundable deposit on or before the last business day of January and the remaining 75% must be paid on or before the last business day of April of the year in which the renewal permit is issued.
 - (ii) non-food vending (stationary) unit.....\$ 879.71 per year of which 25% must be paid by a non-refundable deposit on or before the last business day of January and the remaining 75% must be paid on or before the last business day of April of the year in which the renewal permit is issued.

EXPLANATION

**By-law to authorize the borrowing of certain sums of money
from January 8, 2018 to January 7, 2019,
pending the collection of real property taxes**

Section 263 of the *Vancouver Charter* authorizes Council, without the assent of the electors, to borrow from time to time by way of promissory notes or overdraft such sums as the Council deems necessary to meet the lawful expenditures of the City, pending collection of real property taxes.

The authority permits the Director of Finance to borrow on a day-to-day basis, and is used only for short periods of time if the need arises.

Enactment of the attached By-law, to take effect January 8, 2018, will authorize the Director of Finance to borrow a sum of money by overdraft, of which the total outstanding at any one time, must not, during the period from January 8, 2018 to January 7, 2019, exceed \$60,000,000.

Director of Legal Services
December 12, 2017

HC

BY-LAW NO.

**A By-law to authorize the borrowing of certain sums of money
from January 8, 2018 to January 7, 2019,
pending the collection of real property taxes**

PREAMBLE

In exercise of the power provided by Section 263 of the Vancouver Charter, Council deems it necessary to authorize the Director of Finance to borrow from time to time on behalf of the City of Vancouver, by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day during the period from January 8, 2018 up to and including January 7, 2019, exceed \$60,000,000 to meet the lawful expenditures of the City, pending the collection of real property taxes, and to provide for the repayment of the monies so borrowed as hereinafter set forth.

By Section 263 of the Vancouver Charter, Council may provide by by-law for the hypothecation, subject to any prior charge thereon, to the lender of, any amounts receivable from other governments and the whole or any part of the real property taxes then remaining unpaid, together with the whole or part of the real property taxes levied or to be levied for the year in which the by-law is passed. Provided that if the by-law is passed before the passing of the rating by-law, the amount of the current taxes that may be hypothecated must be not more than 75% of the real property taxes levied in the next preceding year.

NOW THEREFORE the Council of the City of Vancouver, in public meeting, enacts as follows:

1. In this By-law, the words "real property taxes for general purposes" means that portion of the real property taxes levied or to be levied, pursuant to an annual general rating by-law, to meet expenses of the City other than the payment of interest on outstanding debentures, payments of principal on serial debentures, and payments to sinking funds in respect of debenture debt.
2. The Director of Finance is hereby authorized to borrow on behalf of the City of Vancouver, from any lender by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day, during the period from January 8, 2018 to and including January 7, 2019, exceed \$60,000,000, in such amounts and at such time or times (subject as herein provided) as the same may be required, bearing interest at such rate or rates as agreed to by the Director of Finance and the lender or lenders at the time of such borrowing, and to cause the sum or sums to be paid into the hands of the City Treasurer of the City of Vancouver, for the purpose of meeting the lawful expenditures of the City of Vancouver, pending the receipt of monies from other governments and the collection of real property taxes by the City of Vancouver, upon the following conditions:

EXPLANATION

**Street Name By-law No. 4054
Regarding the naming of various West End lanes**

Enactment of the attached By-law will implement Council's resolution of November 28, 2017 to name various West End lanes as set out in the attached By-law.

Director of Legal Services
December 12th, 2017

HC.

BY-LAW NO.

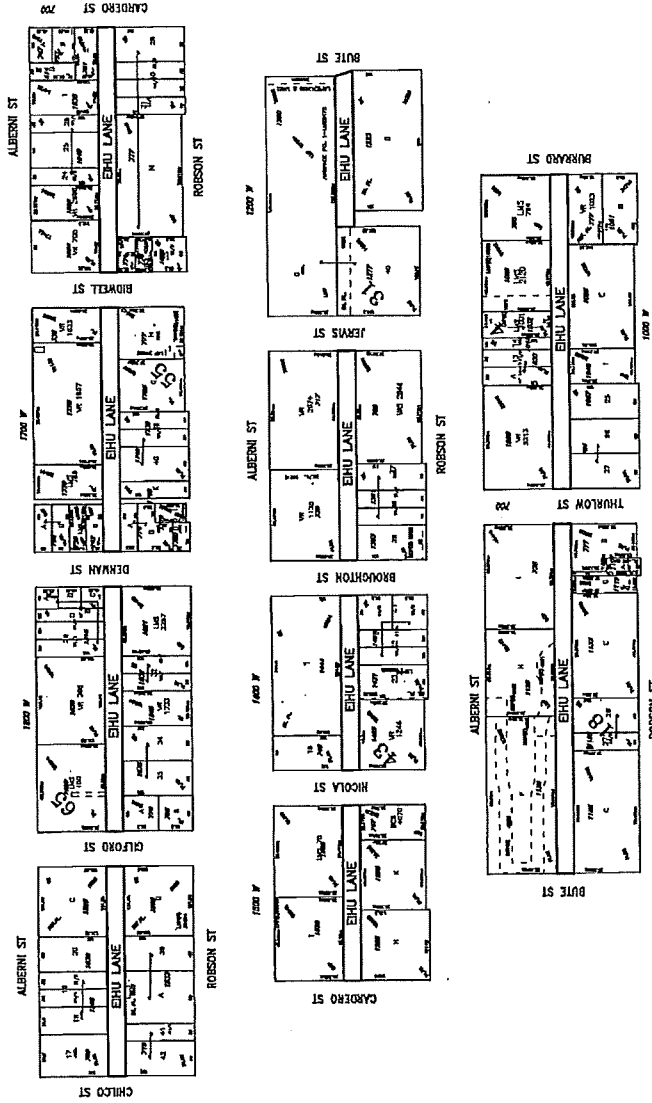
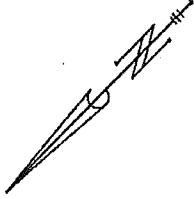
**A By-law to amend Street Name By-law No. 4054
regarding the naming of various West End lanes**

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

1. Council amends By-law No. 4054 by:
 - (a) assigning the name "Eihu Lane" to those portions of public street labelled on the plan marginally numbered LF 12075, attached to and forming part of this By-law;
 - (b) adding to the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325, attached to and forming part of By-law No. 4054, those portions of public street named "Eihu Lane" located as shown on the plan marginally numbered LF 12075;
 - (c) assigning the name "Rosemary Brown Lane" to those portions of public street labelled on the plan marginally numbered LF 12076, attached to and forming part of this By-law;
 - (d) adding to the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325, attached to and forming part of By-law No. 4054, those portions of public street named "Rosemary Brown Lane" located as shown on the plan marginally numbered LF 12076;
 - (e) assigning the name "Stovold Lane" to those portions of public street labelled on the plan marginally numbered LF 12077, attached to and forming part of this By-law;
 - (f) adding to the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325, attached to and forming part of By-law No. 4054, those portions of public street named "Stovold Lane" located as shown on the plan marginally numbered LF 12077;
 - (g) assigning the name "ted northe Lane" to those portions of public street labelled on the plan marginally numbered LF 12078, attached to and forming part of this By-law;
 - (h) adding to the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325, attached to and forming part of By-law No. 4054, those portions of public street named "ted northe Lane" located as shown on the plan marginally numbered LF 12078;
 - (i) assigning the name "See-em-ia Lane" to those portions of public street labelled on the plan marginally numbered LF 12070, attached to and forming part of this By-law;

**PLAN TO ACCOMPANY A BY-LAW TO
AMEND STREET NAME BY-LAW No. 4054.**

DRAWING NOT TO SCALE

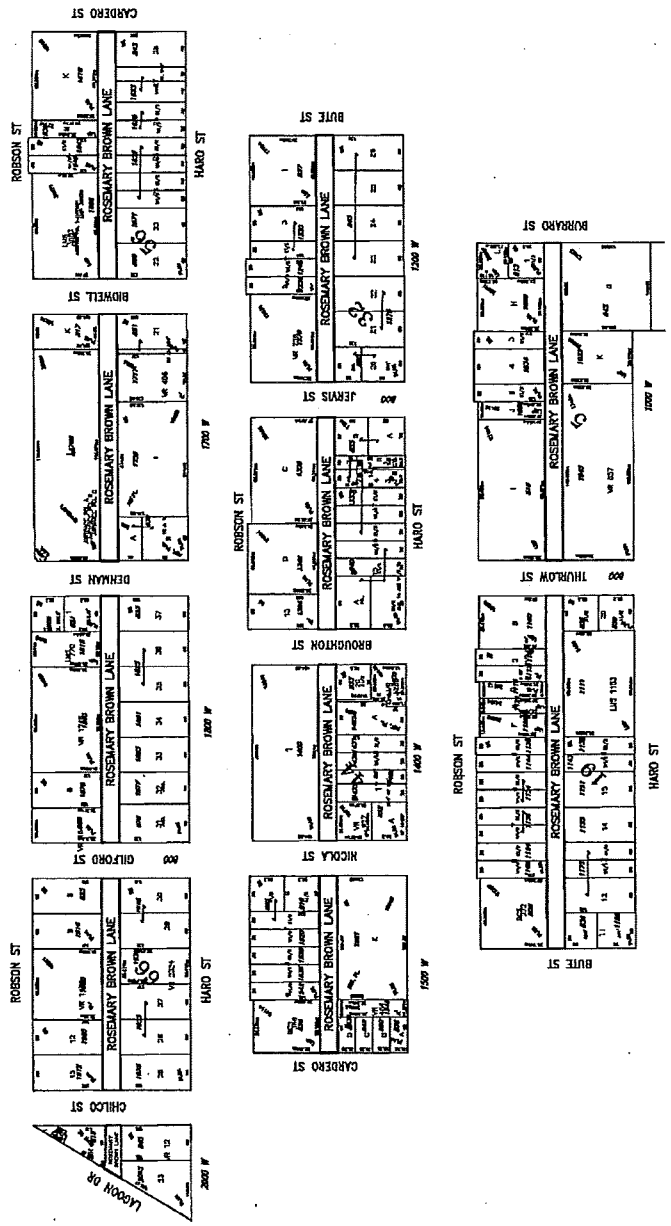
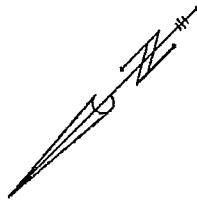


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APPENDIX B

**PLAN TO ACCOMPANY A BY-LAW TO
AMEND STREET NAME BY-LAW No. 4054.**

DRAWING NOT TO SCALE

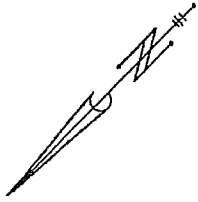


JAS. MAP-M-B N-8,
M-9, N-9

ENGINEERING SERVICES
November 14, 2017

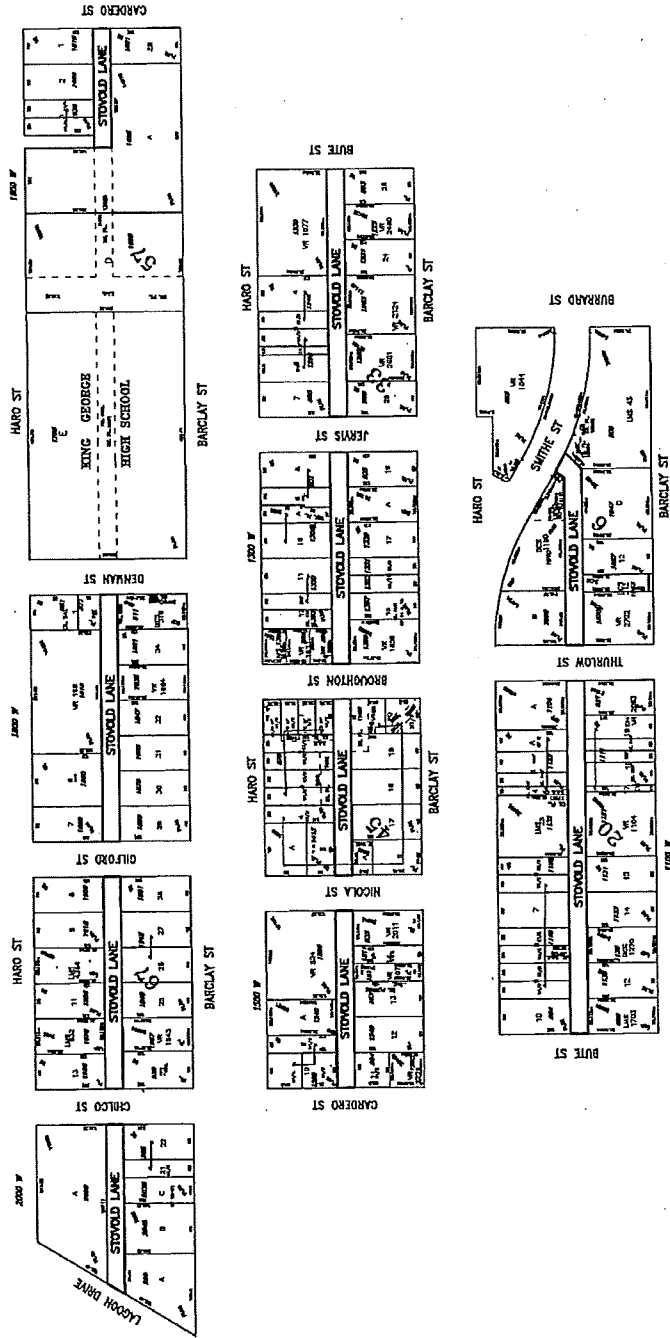
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LF12076



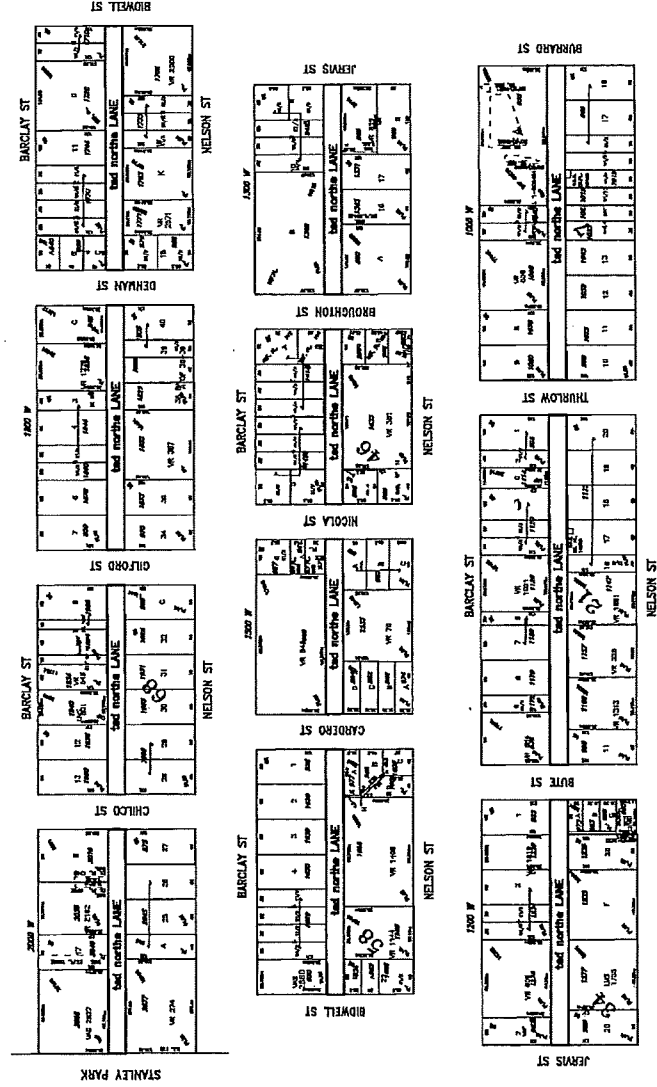
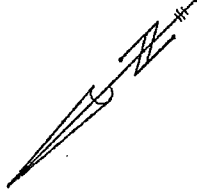
**PLAN TO ACCOMPANY A BY-LAW TO
AMEND STREET NAME BY-LAW NO. 4054.**

DRAWING NOT TO SCALE



**PLAN TO ACCOMPANY A BY-LAW TO
AMEND STREET NAME BY-LAW No. 4054.**

DRAWING NOT TO SCALE



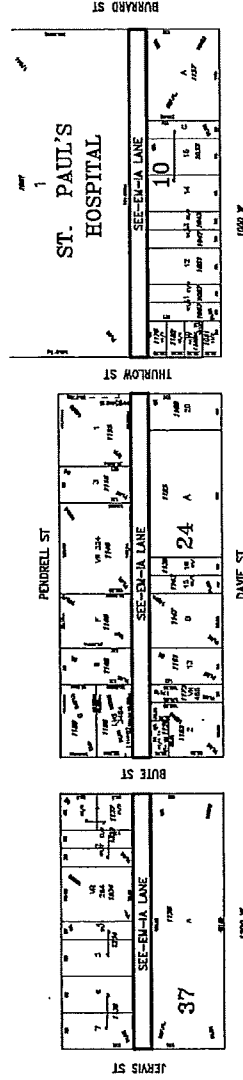
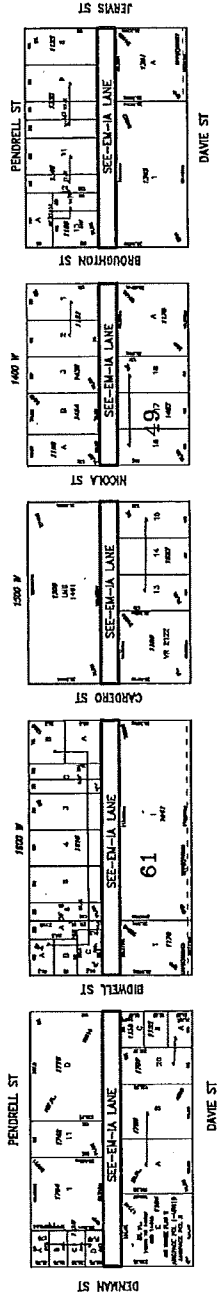
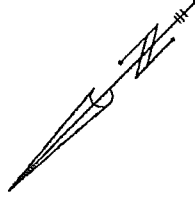
JAS MAP: M-8 N-8,
M-9, N-9

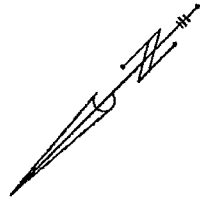
ENGINEERING SERVICES
September 27, 2017

Y:\LAND_SURVEY\JAS\Street Name\wg\LF12078-1ed_north_e\mcdwg

**PLAN TO ACCOMPANY A BY-LAW TO
AMEND STREET NAME BY-LAW No. 4054.**

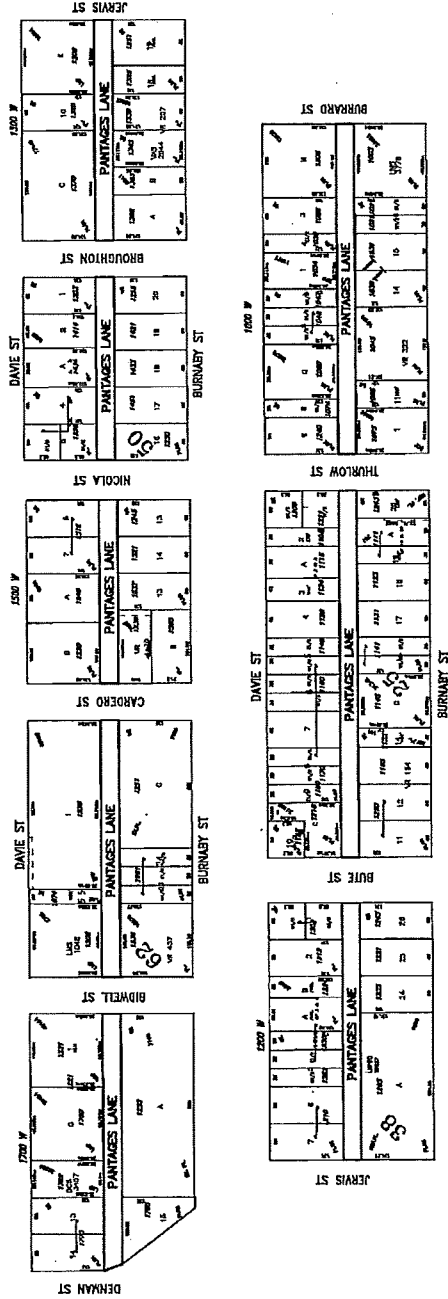
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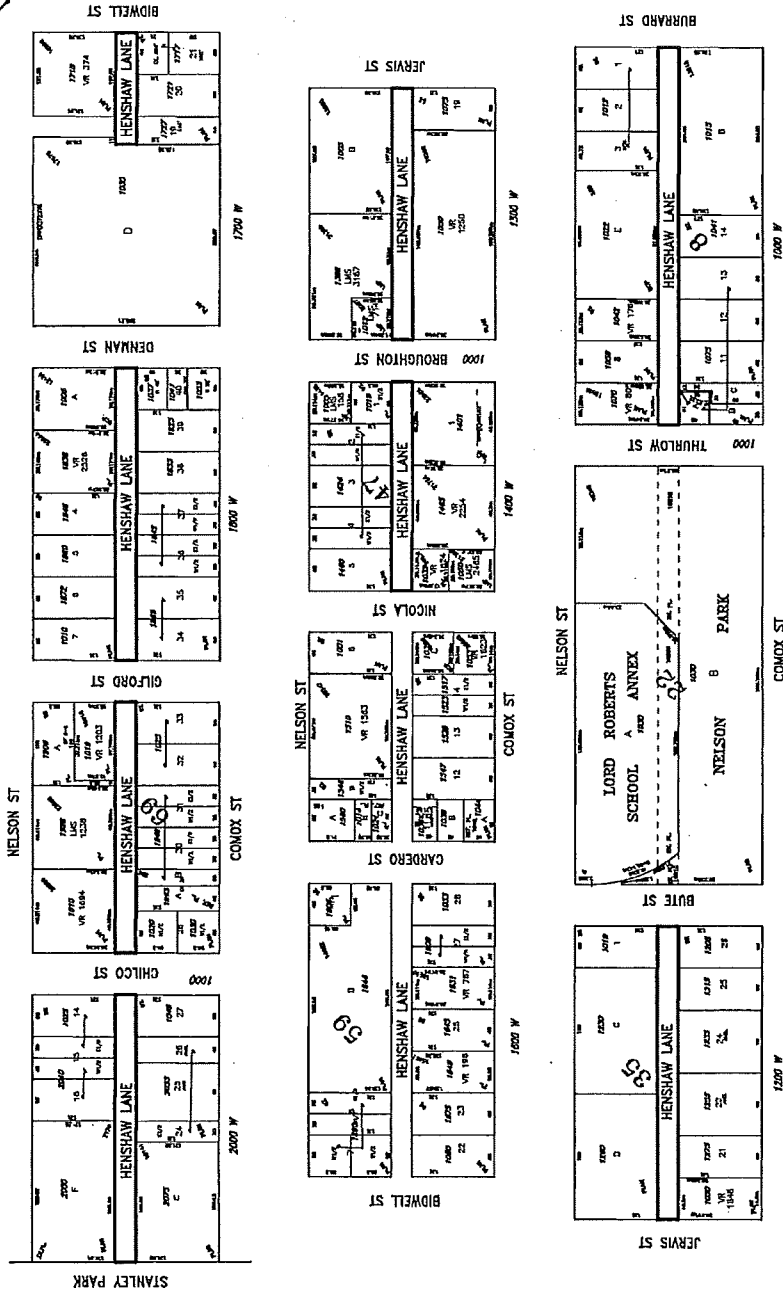
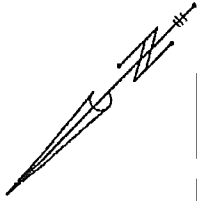
**PLAN TO ACCOMPANY A BY-LAW TO
AMEND STREET NAME BY-LAW No. 4054.**

DRAWING NOT TO SCALE



**PLAN TO ACCOMPANY A BY-LAW TO
AMEND STREET NAME BY-LAW No. 4054.**

DRAWING NOT TO SCALE



EXPLANATION**Street and Traffic By-law amending By-law
regarding jay walking and elephants' feet markings**

The attached By-law will implement Council's resolution of November 15, 2017 to amend the Street and Traffic By-law regarding the definitions of jay walking and elephants' feet markings and creating regulations to allow for use of crosswalks by both pedestrians and bicyclists in certain circumstances.

Director of Legal Services
December 12, 2017

HC.

BY-LAW NO. _____

A By-law to amend
Street and Traffic By-law No. 2849
regarding jay walking and elephants' feet markings

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

1. This by-law amends the indicated provisions of By-law No. 2849.
2. In section 3, Council:
 - (a) adds the following definitions in alphabetical order:

““Elephants' feet markings” means a series of white painted squares that delineate a crosswalk where cycling is permitted”; and
 - (b) strikes out the definition of “Crosswalk” and substitutes:

““Crosswalk” means:

 - (a) the portion of a roadway at an intersection or elsewhere that is marked for pedestrian crossing by lines or other markings on the road surface or by a sign; or
 - (b) at an intersection or elsewhere that is not marked for pedestrian crossing by lines or other markings on the road surface or by a sign, means the portion of a roadway between the extension of the lateral edge of the roadway and the adjacent lateral property line, but does not include lane intersections.”
 - (c) strikes out the definition of “Jaywalk” and substitutes:

““Jaywalk” means to walk across a roadway, other than a lane, a minor street or a portion of a street designated by the City Engineer for the exclusive use of cyclists, at any place that is not a marked or unmarked crosswalk and is less than one block from an intersection where there are traffic control signals.”
3. After section 60F, Council adds:
 - “60G No person shall ride a bicycle, skateboard, or push scooter, or use non-motorized skates in a marked crosswalk, unless it is also marked by elephants' feet markings on one or both sides of the crosswalk, or it is otherwise signed to permit cycling.
 - 60H Subject to the provisions of section 60I, a person may ride a bicycle, skateboard, or push scooter, or use non-motorized skates in an unmarked crosswalk.

601 A person riding a bicycle, skateboard, or push scooter, or using non-motorized skates in, through or out of a marked or unmarked crosswalk, must yield the right of way to pedestrians who are entering into, walking in or walking out of the crosswalk. For the purposes of this section, a marked crosswalk includes the area of the crosswalk delineated by elephants' feet markings."

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

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

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION**Heritage Designation By-law
Re: 1523 Davie Street**

After a public hearing on November 14th, 2017 and November 28th, 2017, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials, and certain interior and landscape features, of a building at 1523 Davie Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
December 12, 2017

HC

1523 Davie Street
Gabriola Mansion
(formerly part of the Angus Apartments)

BY-LAW NO.

**A By-law to designate certain real property
as protected heritage property**

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

1. Schedule A attached to this by-law forms part of this by-law.
2. Council considers that the real property described as:

1. Structure and exterior envelope, improvements and exterior building materials of the heritage building (Gabriola Mansion), including, without limitation:	1523 Davie Street Vancouver, B.C.	PID: 015-758-168 LOT 15 BLOCK 49 DISTRICT LOT 185 PLAN 92
a) all exterior features and elements including bell-cast hipped roofs, brackets, coffered soffits, dentils, stone and wood columns, masonry and Gabriola Island sandstone block with tuck pointed red mortar, carved friezes, Art Nouveau figures and other carvings, cartouche sculptures, wood trims, balustrades, and water table, sandstone brick chimneys and corbelled caps; and		PID: 015-758-141 LOT 14 BLOCK 49 DISTRICT LOT 185 PLAN 92
b) all windows and doors including		PID: 015-758-133 LOT 13 BLOCK 49 DISTRICT LOT 185 PLAN 92

tripartite stained glass panels, single hung windows with stained glass transoms, double-hung windows with ornamented mullions, and original solid oak double front door assembly with hardware.

2. Interior rooms and affixed interior building features and fixtures of the heritage building (Gabriola Mansion), as delineated within the red dotted lines in the diagram attached hereto as Schedule A, and including, without limitation, all hardwood floors, walls, moulded and beamed ceilings, finishes, woodwork, wainscoting (tallow, oak, and red bean), mouldings, doors, hardware, mantles, tile and columns in or on:
 - a) the lobby, including the stone fireplace with associated marble mosaics, Arizona sandstone over mantle, cartouche sculpture, marble mosaic reading 'Angus' at the entryway, and main entrance hardware;
 - b) the hall;
 - c) the library; and
 - d) the first and second

storey dog-leg
staircase with
turned balusters and
newel posts and
rounded balconies.

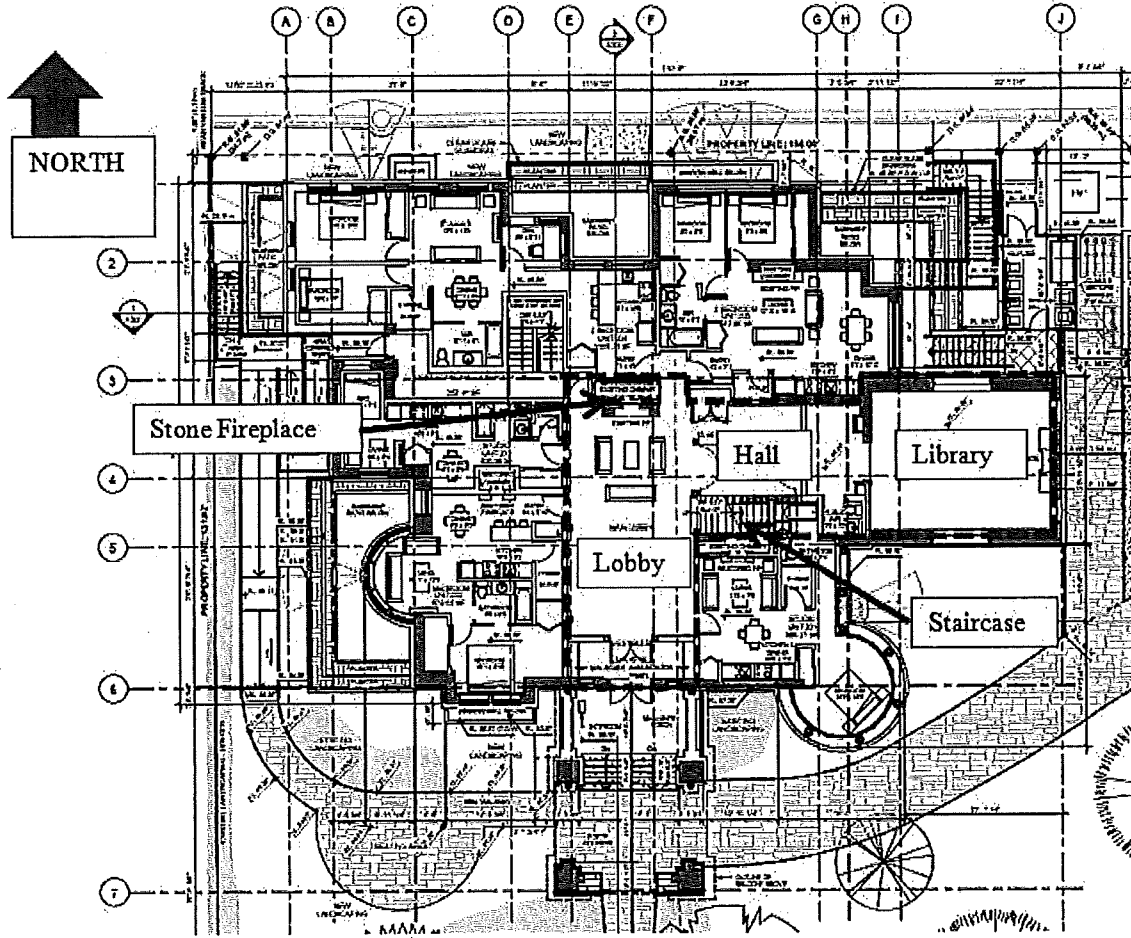
3. Landscape features including, without limitation:
 - a) stone walls and piers along or near to the south and east property lines;
 - b) gates along or near to the south or east property lines;
 - c) wrought iron and metal work structures, along or near to the south and east property lines; and
 - d) detailed metalwork panel motifs forming part of walls or fences, along or near to the south and east property lines.

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

3. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

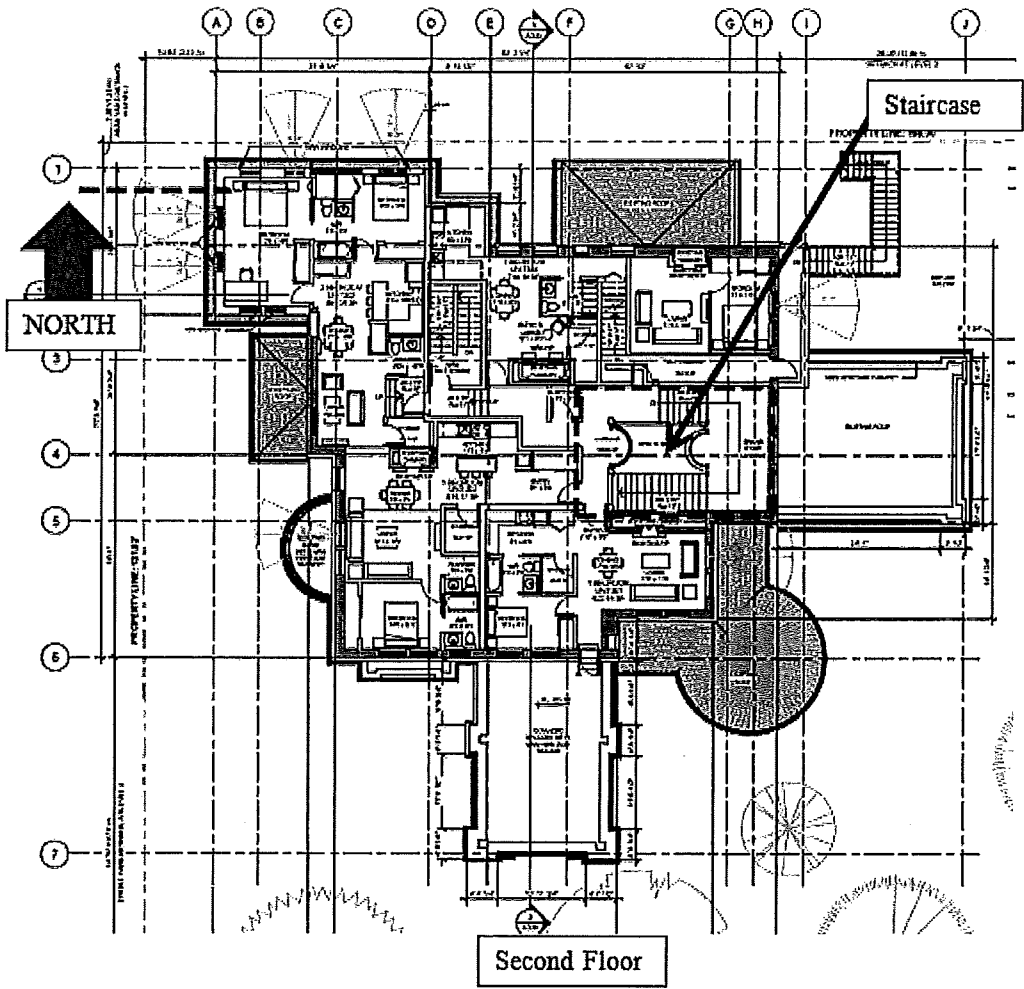
Schedule A

1523 Davie Street (Gabriola Mansion)
Extent of Interior Protected Areas



Main Floor

Extent of Interior Designated Features



 Extent of Interior Designated Features

EXPLANATION

**Heritage Designation By-law
Re: 809 West 23rd Avenue**

At a public hearing on June 13, 2017, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of a building at 809 West 23rd Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
December 12, 2017

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 969 Burrard Street and 1019-1045 Nelson Street**

After a public hearing on July 18, 2017 to consider a rezoning application, the application was approved by Council in principle, subject to fulfilment of the condition that the owner of the subject lands make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter*.

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

Director of Legal Services
December 12, 2017

HC

969 Burrard Street
1019-1045 Nelson Street

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 969 Burrard Street and 1019-1045 Nelson Street**

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

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

PID: No PID

Lot A Block 7 District Lot 185 Group 1 New Westminster
District Plan EPP76101

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

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

ENACTED by Council this _____ day of _____, 2017.

Mayor

City Clerk

Schedule A

FORM_C_V24 (Charge)

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

LOCK

PAGE 1 OF 25 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
[TO BE COMPLETED BY APPLICANT'S LAWYER]

Import Profile

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

[INSERT POST-CONSOLIDATION LEGAL DESCRIPTION]

No PID NMBR

STC? YES

Pick up STC?

Use 30 Parcel Schedule

Use 3 Parcel Schedule

3. NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Use Schedule

Section 219 Covenant Entire Instrument

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

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

Use Schedule

THE FIRST BAPTIST CHURCH OF VANCOUVER (INC. NO. S000229)

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

Use Schedule

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

CANADA

Joint Tenants?

7. ADDITIONAL OR MODIFIED TERMS:

Use Schedule

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date		
Y	M	D
17		

Transferor(s) Signature(s)

THE FIRST BAPTIST CHURCH OF VANCOUVER, by its authorized signatory(ies):

Name: _____

Name: _____

OFFICER CERTIFICATION:

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

More Signatures

TERMS OF INSTRUMENT - PART 2

RENTAL HOUSING AGREEMENT AND BUILDING USE COVENANT
969 BURRARD STREET AND 1019-1045 NELSON STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, The First Baptist Church Of Vancouver, is called "FBC" as more particularly defined in Section 1.1;
 - (ii) Nelson Burrard Holdings Inc., is called the "Developer" as more particularly defined in Section 1.1;
 - (iii) subject to Section 11.11(b), FBC and the Developer are called, together, the "Owner" as more particularly defined in Section 1.1; and
 - (iv) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;
- B. FBC is the registered and beneficial owner of the Lands, and the Developer has agreed to undertake and construct thereon the Development described below;
- C. The Owner has applied to rezone the Lands to amend CD-1 (445) District By-law No. 9204 (once the resulting amendment by-law has been enacted, the "Rezoning By-law") to permit the development of a 57-storey residential tower containing 331 market strata units, seismic upgrade, conservation and restoration (including interiors) of the First Baptist Church building, expanded church program space and a seven-storey residential building containing 61 social housing units (the "Rental Building") (collectively, the "Development"), which application was considered by the City's elected Council at public hearing on July 18, 2017 and approved in principle, subject to, among other things, fulfillment of the condition that the Owner must:

"Make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into a Housing Agreement securing 61 social housing residential units, for the longer of 60 years and the life of the building, subject to the following additional conditions:

- (i) *a no separate-sales covenant;*
- (ii) *a no stratification covenant;*
- (iii) *that none of such units will be rented for less than one month at a time;*
- (iv) *that a minimum of 41 units (67%) are occupied by households with incomes below the housing income limits as set out in the current "Housing Income Limits (HILS)"*

table published by the British Columbia Housing Management Commission or equivalent publication, at a rent which is no more than 30% of household income, and meets all other applicable preconditions in order to comply with the development cost levy exemption provisions for social housing under the Vancouver Charter;

- (v) *compliance with the City approved Tenant Relocation Plan, including provision of a final Tenant Relocation Report prior to issuance of the occupancy permit;*
- (vi) *such other terms and conditions as the General Manager of Community Services and the Director of Legal Services may in their sole discretion require.*

Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City by by-law enacted pursuant to section 565.2 of the Vancouver Charter.”; and

D. The Owner and the City are now entering into this Agreement to satisfy the foregoing condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Buildings:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this rental housing agreement and building use covenant, including the foregoing Recitals and any Schedules attached hereto;
- (b) "ASP Subdivision Plan" has the meaning ascribed to that term in Section 4.1(a);
- (c) "BCHMC" means the British Columbia Housing Management Commission;
- (d) "Buildings" means, as the context requires, some or all of the new buildings and structures to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such buildings and structures, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit, and excludes any building on the Lands that exists thereon as at the date hereof, and "Building" means any one of the Buildings;

- (e) **"Building Permit"** means a building permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing construction on the Lands or any portion of the Lands of any Building;
- (f) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (g) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (h) **"CMHC"** means the Canada Mortgage and Housing Corporation;
- (i) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (j) **"Developer"** means Nelson Burrard Holdings Inc. and its assigns and successors;
- (k) **"Development"** has the meaning set out in Recital C;
- (l) **"Development Permit"** means a development permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing all or any part of the Development on the Lands or any portion of the Lands;
- (m) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (n) **"Eligible Tenants"** means the tenants who are listed as residents in the applicant's Tenant Relocation Plan in any of the existing units that will be demolished if the development contemplated by the Development Permit proceeds and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and **"Eligible Tenant"** means any one of them;
- (o) **"FBC"** means the Transferor, The First Baptist Church Of Vancouver, and all assigns, successors and successors in title to the Lands or any part thereof;
- (p) **"General Manager of Community Services"** means the chief administrator from time to time of the City's Community Services Department and his/her successors in function and their respective nominees;
- (q) **"Household Income"** has the meaning set out in Section 3.1(c);
- (r) **"Housing Income Limits"**, formerly known as Core Need Income Threshold (or CNIT), means the housing income limits (or "HILs") for Vancouver published by BCHMC from time to time, as the maximum gross household income an applicant may have in order to be eligible for subsidized housing in Vancouver through BCHMC;

- (s) "**Land Title Act**" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (t) "**Lands**" means, subject to Section 4.1(b), the lands described in Item 2 in the Form C attached hereto and includes any lots or parcels into which such lands are consolidated or further subdivided;
- (u) "**Losses**" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (v) "**Moving Expenses**" means, at the option of the Owner, either: (i) pay a flat rate of \$750 for each unit occupied by Eligible Tenants, or (ii) the provision of moving supplies and moving services as described in the Owner's final Tenant Relocation Plan as approved by the General Manager of Community Services;
- (w) "**Non-Market Rental Housing Units**" has the meaning set out in Section 2.1(d);
- (x) "**Non-Profit Housing Operator**" means a non-profit corporation that has been approved by the City to manage and operate the Rental Building. For certainty, the City has provided its approval to the Owner that the Non-Profit Housing Operator may be The First Baptist Church of Vancouver or the First Baptist Foundation or a non-profit society formed and controlled by either of them.
- (y) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (z) "**Occupant**" means in respect of a Rental Housing Unit, a person for whom such Rental Housing Unit serves as his/her principal residence;
- (aa) "**Owner**" means, subject to Section 11.11(b), together, FBC and the Developer, and all of their respective assigns and successors;
- (bb) "**Related Person**" means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57), then a Related Person is:
 - (A) an officer, director or shareholder of such owner or of another entity which is a shareholder of such owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (cc) "**Rental Building**" has the meaning set out in Recital C above;

- (dd) **"Rental Housing"** means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public at arms length for use as rental accommodation on a month to month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia, provided that the Owner may make available for rent to its employees, contractors or other staff any Rental Housing Unit that is not a Non-Market Rental Housing Unit and is not required to qualify the Rental Building as Social Housing;
- (ee) **"Rental Housing Units"** means at least 61 new residential units of Rental Housing to be contained within the Rental Building upon its completion, as part of the Development, which units will comply with the terms in this Agreement and the Development Permit applicable to the same and includes the Non-Market Rental Housing Units, and **"Rental Housing Unit"** means any one of them, and those terms include each and all rental housing units constructed in a replacement building on the Lands, in the event of the destruction of the Rental Building during the Term;
- (ff) **"Rental Housing Units Parcel"** has the meaning ascribed to that term in Section 4.1(a);
- (gg) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (hh) **"Returning Tenants"** means the Eligible Tenants who accept the Owner's offer to relocate to the Rental Building after completion of its construction, and **"Returning Tenant"** means any one of them;
- (ii) **"Rezoning By-law"** has the meaning ascribed to that term in Recital C;
- (jj) **"Social Housing"** has the meaning ascribed to that term in the Vancouver DCL By-law, which as of the reference date hereof means, for the purposes of section 523D(10)(d) of the *Vancouver Charter*, rental housing:
- (i) In which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the BCHMC, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia, or Canada; and
 - (iii) In respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a section 219 covenant, housing agreement, or other security for the housing commitments required by the City,

registered against the freehold or leasehold title, with such priority of registration as the City may require;

except that in the HA-2 district; in the area of the FC-1 district located north of National Avenue; in the area of the M-1, I-2, RT-3 and RM-3A districts located north of Venables Street, Malkin Avenue and Prior Street, south of Hastings Street, east of Gore Avenue and west of Clark Drive; in the Downtown-Eastside Oppenheimer district; and in the area of the Downtown district denoted as C2 on Map 1 of the Downtown Official Development Plan; social housing means rental housing:

- (iv) In which at least one third of the dwelling units are occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;
 - (v) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia, or Canada; and
 - (vi) In respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (kk) "Tenant Relocation Plan" means the Owner's Tenant Relocation Plan submitted and approved by the City, a copy of which is attached hereto as Schedule A;
- (ll) "Tenant Relocation Report" means a report which outlines the names of Eligible Tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value given to each Eligible Tenant (Moving Expenses, rent and any other compensation); and includes a summary of all communication provided to the Eligible Tenants prior to issuance of that report;
- (mm) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
- (i) the date as of which the Rental Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Rental Housing Units Parcel;
- (nn) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55; and
- (oo) "*Vancouver DCL By-law*" means the City's Vancouver Development Cost Levy By-law No. 9755.

1.2 Interpretation.

In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION

2.1 Owner's Covenants

The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Buildings will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) at its sole cost and expense, following commencement of any development on the Lands pursuant to a Development Permit, it will construct, and throughout the Term will maintain, the Rental Building and the Rental Housing Units in accordance with the Development Permit, any Building Permit issued pursuant thereto and the requirements of this Agreement;
- (c) after completion and thereafter throughout the Term, the Rental Housing Units will only be used for the purpose of providing Rental Housing;
- (d) after completion and thereafter throughout the Term, the Rental Building will qualify as Social Housing, and of the Rental Housing Units, a minimum of 41 units (67%) (the "Non-Market Rental Housing Units", and each one a "Non-Market Rental Housing Unit") are occupied by Occupants with Household Incomes below the Housing Income Limits, at rents which are no more than 30% of such Household Incomes, and meets all other applicable preconditions in order to comply with the development cost levy exemption provisions for Social Housing under the *Vancouver Charter*;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, and provided that the Rental Building will at all times throughout the Term continue to qualify as Social Housing, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit to be sold or otherwise transferred unless title to every Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Rental Housing Units; provided that this Section 2.1(e) will not prevent the beneficial and legal ownership of the Rental Housing Units from being transferred to different entities; provided that, all Rental Housing Units are sold or otherwise transferred to such beneficial and legal owners together and as a block and each of the beneficial and legal owners enter into an assumption agreement satisfactory to the City in accordance with this Section;
- (f) throughout the Term, it will not suffer, cause or permit the Rental Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld, subject to Article 4;
- (g) throughout the Term, any sale of a Rental Housing Unit in contravention of the covenant in Section 2.1(e), and any subdivision in contravention of Section

- 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) after completion and thereafter throughout the Term, it will ensure that none of the Rental Housing Units will be rented for less than one month at a time;
 - (i) it will insure, or cause to be insured, the Rental Building, the Rental Housing Units, and after subdivision as contemplated by Section 4.1(a), the Rental Housing Units Parcel, and all parts of each thereof, to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar air space parcels, rental buildings and lands;
 - (j) throughout the Term, it will keep and maintain the Rental Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Rental Housing Units or any part of any thereof are/is damaged or destroyed before the date that is 60 years from the date when the final Occupancy Permit is issued for the Rental Housing Units Parcel, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
 - (k) it will, in all respects, comply with and fulfil the terms and conditions set out in the Tenant Relocation Plan.

ARTICLE 3

RETURNING TENANTS AND NON-MARKET RENTAL HOUSING UNITS

3.1 Owner's Covenants

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

- (a) it will provide all Eligible Tenants with a right of first refusal to occupy a Non-Market Rental Housing Unit in the Rental Building following issuance of the Occupancy Permit for the Rental Building, provided such Eligible Tenants have Household Incomes at or below the Housing Income Limits with rents set at 30% of each Household Income for the duration of their tenancies;
- (b) if an Eligible Tenant is not eligible to rent a Non-Market Rental Housing Unit, the Owner will provide said Eligible Tenant with a right of refusal to occupy a Rental Housing Unit that is not one of the Non-Market Rental Housing Units at a 20% discount off market rents for newer product as published by CMHC. The discounted Rental Housing Units rented to such Eligible Tenants are thereafter subject to the provisions of the *Residential Tenancy Act* as to rent increases;
- (c) throughout the Term, the Owner will, if it is not the Non-Profit Housing Operator, cause the Rental Building to be managed and operated by a Non-Profit Housing Operator, and the Owner will, or if the Owner is not the Non-Profit Housing Operator the Owner will cause the Non-Profit Housing Operator to, assist with tenancing of the Non-Market Rental Housing Units to ensure the

Non-Market Rental Housing Units are rented only to tenants at a reduced rent level equivalent to 30% of Household Income (as defined herein) and to provide on-going monitoring and re-tenanting, and the tenanting plan must be agreed to by the General Manager of Community Services. The "Household Income" of a Rental Housing Unit is calculated using the Income of all Occupants of such Rental Housing Unit and means the total annual income of all such Occupants before income tax from all sources of income of such Occupants, calculated as of the date when each Occupant becomes a resident of the Rental Housing Unit, and includes without limitation:

- (i) all income from earnings, including commissions and tips;
- (ii) all income from all public and private pension plans, Old Age Security and Guaranteed Income Supplement;
- (iii) all income received under the *Employment and Assistance Act* (British Columbia), the *Employment and Assistance for Persons with Disabilities Act* (British Columbia), or successor legislation;
- (iv) Disabled Veteran's Allowance;
- (v) alimony;
- (vi) child support;
- (vii) workers' compensation benefits;
- (viii) employment insurance; and
- (ix) actual income from assets;

but does not include:

- (x) Child Tax Benefit;
- (xi) capital gains, such as insurance settlements, inheritances, disability awards and sale of effects in the year they are received;
- (xii) the earnings of a person aged 18 and under;
- (xiii) student loans, student loan equalization payments and student grants (Note: non-repayable training allowances, research fellowships or similar grants are not excluded);
- (xiv) living out or traveling allowances;
- (xv) Shelter Aid for Elderly Renters ("SAFER") or Rental Assistance Program ("RAP") payments received prior to moving into the Rental Building;
- (xvi) Goods and Services Tax (GST) and Harmonized Sales Tax (HST) rebates;

- (xvii) government provided daycare allowance; or
 - (xviii) payments for foster children, or Child in Home of Relative (CIHR) income under the *Employment and Assistance Act* (British Columbia), except for the housing allowance portion;
- (d) the Owner will establish, or if the Owner is not the Non-Profit Housing Operator, it will cause the Non-Profit Housing Operator to establish, policies and procedures for establishing rent and asset calculations and submit these to the City for approval. As part of this obligation, the Non-Profit Housing Operator must obtain a declaration of income and assets and supporting documentation as evidence of the income and assets of each Occupant as of the time of the initial occupancy and annually thereafter. The said declaration will be in a form approved by the City as may be amended by the City from time to time. The Owner will, or if the Owner is not the Non-Profit Housing Operator the Owner will cause the Non-Profit Housing Operator to, maintain a copy of each Occupant's documentation in a file available to the City on request. For certainty, the income of any person occupying a Non-Market Rental Housing Unit as his or her principal residence will be included for the purpose of determining the Household Income for such Non-Market Rental Housing Unit;
- (e) the Owner will submit, or if the Owner is not the Non-Profit Housing Operator, it will cause the Non-Profit Housing Operator to submit, an annual operator report to the City no later than three (3) months after such operator's fiscal year end in form and contents to be pre-approved by the City and such operator's report to include, in respect of each fiscal year (or partial fiscal year, if applicable, at the beginning and end of the Term or otherwise), a rent roll for all the Non-Market Rental Housing Units, showing each Occupant's name, rental rate, and proof of income testing;
- (f) as of the Commencement Date, the Owner will provide the City with a table of the rents that would be charged by the Non-Profit Housing Operator for the Non-Market Rental Housing Units as at the Commencement Date if they were available for rent at that date; and
- (g) it will provide all Eligible Tenants with the notice, rent allowance, Moving Expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan.

ARTICLE 4 SUBDIVISION OF THE LANDS

4.1 Air Space Subdivision

Notwithstanding Section 2.1(f) and 2.1(g):

- (a) prior to the issuance of an Occupancy Permit for any part of any Building, the Owner will subdivide the Lands by deposit of an air space subdivision plan (the "ASP Subdivision Plan"), subject to compliance by the Owner with all applicable requirements of the City's Approving Officer, this Agreement and all

applicable laws and by-laws, so as to create an air space parcel or remainder parcel containing the Rental Building and all of the Rental Housing Units and which may also contain other Buildings (the "Rental Housing Units Parcel"); and

- (b) following the deposit of the ASP Subdivision Plan and the issuance of a final Occupancy Permit for the Rental Housing Units Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or lot other than the Rental Housing Units Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) and/or lot(s), respectively (whereupon the term "Lands" as used in this Agreement will be read and construed as not including such other parcel(s) and/or lot(s)); provided, that:
- (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units, or in respect of the Rental Housing Units Parcel pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

ARTICLE 5 BUILDING PERMIT RESTRICTION ON THE LANDS

5.1 Building Permit

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

- (a) The Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered, to the General Manager of Community Services, an Interim Tenant Relocation Report in form and contents satisfactory to the General Manager of Community Services;
- (b) The City will be under no obligation to issue any Building Permit, notwithstanding compliance by the Owner with all other prerequisites to the issuance of a Building Permit, until such time as the Owner has complied with Section 5.1(a); and
- (c) Without limiting the general scope of Article 9, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building

Permit for any Building until there is compliance with the provisions of this Article 5.

**ARTICLE 6
OCCUPANCY RESTRICTION ON THE LANDS**

6.1 Occupancy Permit

The Owner covenants and agrees with the City in respect of the use of the Lands and the Buildings, that the Buildings will not be used or occupied except as follows:

- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, any part of any Building and will take no action, directly or indirectly, to compel the Issuance of any Occupancy Permit for any part of any Building until such time as the Owner is able to apply for an Occupancy Permit for the Rental Building and the Rental Housing Units and all related facilities and the Owner has delivered, to the General Manager of Community Services, in form and substance satisfactory to the General Manager of Community Services:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(i), is in force and effect;
 - (ii) confirmation that the Rental Housing Units will be used as Rental Housing as of Occupancy Permit issuance, in form and substance satisfactory to the City;
 - (iii) confirmation that the Tenant Relocation Plan has been complied with;
 - (iv) particulars regarding Returning Tenants including the unit number and type to be occupied by each and the starting rent that will be payable for same, together with evidence substantiating the agreed rent discount; and
 - (v) a final Tenant Relocation Report;
 - (vi) a rent roll confirming the rents to be charged to the first Occupants of the Non-Market Rental Housing Units following issuance of the Occupancy Permit on either a per unit or a per square foot basis, and the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Non-Market Rental Housing Units, and following the first occupancy of the Non-Market Rental Housing Units will provide to the City a final rent roll; and
- (b) the City will be under no obligation to Issue any Occupancy Permit permitting the use and occupation of any part of any Building, notwithstanding completion of construction of such part of any Building until such time as an Occupancy Permit can be issued for the Rental Building, the Rental Housing Units and all related facilities; and
- (c) without limiting the general scope of Article 9, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City

Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 6.

**ARTICLE 7
RECORD KEEPING**

7.1 Record Keeping

The Owner will, throughout the Term, keep accurate records pertaining to the use, rental rates charged and occupancy of//for the Rental Housing Units, such records to be in form and substance to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City on a confidential basis. The City acknowledges that the Owner's records pertaining to occupancy and rental rates for the Rental Housing Units is proprietary information of the Owner, the release of which is likely to be harmful to the Owner's competitive position among other things and the City will comply with the Owner's statutory obligations with respect to privacy of such Information and the provisions of the *Freedom of Information and Protection of Privacy Act* as amended and replaced from time to time. The Owner will also, throughout the Term, forthwith upon request by the City, provide the City with proof of the insurance required to be taken out pursuant to Section 2.1(i), in form and substance satisfactory to the City.

**ARTICLE 8
ENFORCEMENT**

8.1 Enforcement

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

**ARTICLE 9
RELEASE AND INDEMNITY**

9.1 Release and Indemnity.

Subject to Section 9.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of any Building or any part thereof;
 - (B) withholding any permit pursuant to this Agreement; or

(C) exercising any of its rights under any *Land Title Act* Section 219 covenant or other right granted to the City pursuant to this Agreement; or

(ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

(b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

(i) any negligent act or omission or wilful misconduct of the Owner or those for whom the Owner is responsible for at law in connection with the observance and performance of the obligations of the Owner under this Agreement; or

(ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 9 will be both personal covenants of the Owner and integral parts of the *Land Title Act* Section 219 covenants granted in this Agreement.

9.2 Conduct of Proceedings

(a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 9.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 9.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 9.2(a) in the following circumstances:

(i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

(ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 9.2(b); and

- (c) Regardless of whether the claim is being defended under Section 9.2(a) or Section 9.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

9.3 Survival of Release and Indemnities

The release and indemnities in this Article 9 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 10 NOTICES

10.1 Notices

All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

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

With concurrent copies to the General Manager of Community Services and the Director of Legal Services

- (b) If to FBC:

The First Baptist Church Of Vancouver
969 Burrard Street
Vancouver, BC
V6Z 1Y1

With a copy to:

McCarthy Tetrault
Suite 2400, 745 Thurlow Street
Vancouver, BC
V6E 0C5
Attention: Keith Burrell, Q.C.

(c) If to the Developer:

Nelson Burrard Holdings Inc.
501 - 1067 West Cordova Street
Vancouver, B.C. V6C 3H4
Attention: Project Manager

with a copy to :

Kornfeld LLP
1100 One Bentall Centre
505 Burrard Street
Vancouver, B.C. V7X 1M5
Attention: E. Neil Kornfeld, Q.C:

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

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

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

ARTICLE 11 MISCELLANEOUS

11.1 Agreement Runs With the Lands

The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject to Article 4.

11.2 Enurement

This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

11.3 Severability

All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.

11.4 Vancouver Charter

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

11.5 Waiver

The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

11.6 Perfection of Intention

The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

11.7 Priority of Registration

The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and

- (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

11.8 Further Assurances

Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

11.9 Transfer of Lands

The Owner covenants and agrees with the City that, subject to Section 2.1(e), upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/ transferee enters in to an assumption agreement as provided in this Section 11.9, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

11.10 Owner's Representations and Warranties

The Owner represents and warrants to and covenants and agrees with the City that:

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

11.11 FBC and the Developer.

- (a) Until such time as the Rental Building and the Rental Housing Units have been completed and the final Occupancy Permit has been issued in respect thereof:

- (i) FBC and the Developer each agree that the Developer will have primary responsibility for satisfying the Owner's obligations under this Agreement with respect to the development and construction of the Rental Building and the Rental Housing Units and FBC will have primary responsibility for the rental of the Rental Housing Units and the occupation thereof and the Developer will be the primary contact for the City;
 - (ii) notwithstanding the foregoing, FBC and the Developer agree with the City that the covenants and agreements of the Owner in this Agreement will be joint and several and the City may elect to enforce the obligations of the Owner under this Agreement against any one or more of the entities forming the Owner in its sole discretion; and
 - (iii) notwithstanding that FBC is a party to this Agreement and is one of the parties constituting the Owner, without derogating in any way from the obligations of FBC to the City pursuant to this Agreement, all of which obligations remain fully binding upon FBC, FBC and the Developer agree that as between themselves, but subject to the terms of any other agreement between them or their affiliates, the Developer and its successors and assigns are solely responsible for all of the Owner's obligations hereunder with respect to the construction and development of the Rental Building and the Rental Housing Units and FBC and its successors and assigns are solely responsible for the rental and occupation thereof.
- (b) From and after the completion of the Rental Building and the Rental Housing Units and the date on which the final Occupancy Permit is issued in respect thereof, the parties hereto acknowledge and agree that the term "Owner" will be read as construed as no longer including the Developer, and the Developer shall have no further responsibility to satisfy or comply with the ongoing obligations, covenants and responsibilities under this Agreement and FBC shall observe and perform all such covenants, obligations and responsibilities of the Owner under this Agreement.

IN WITNESS WHEREOF the City and FBC have each executed this Agreement on the General Instrument - Part 1 which is a part hereof and the Developer has agreed to be bound by executing where indicated below.

Execution Date		
Y	M	D

NELSON BARRARD HOLDINGS INC. by its authorized signatory(ies):

Print Name:

Print Name:

Solicitor/Notary Public -
(as to both signatures)

**SCHEDULE A
TENANT RELOCATION PLAN**

Rate of Change Guideline Requirements	Tenant Relocation Plan – Approved Offer
<ul style="list-style-type: none"> ▪ Two months' free rent 	<ul style="list-style-type: none"> ▪ Two months' free rent provided for those with tenancies up to 10 years. ▪ One additional months' free rent provided for those with tenancies more than 10 years.
<ul style="list-style-type: none"> ▪ Minimum of two months' to end tenancy must be provided. ▪ Notice to end tenancy may only be given once all permits are in place. 	<ul style="list-style-type: none"> • A minimum of two months' notice to end tenancy will be provided. • First Baptist Church will provide early and regular project updates to tenants throughout the development process.
<ul style="list-style-type: none"> ▪ Moving company hired by applicant, with all arrangements and costs covered; OR ▪ Flat rate of \$750 towards moving expenses and reconnection fees 	<ul style="list-style-type: none"> ▪ A flat rate of \$750 at a minimum will be provided to all tenants dislocated by the development. ▪ Meetings will be held with all tenants and through better understanding their needs specific arrangements for moving will be addressed.
<ul style="list-style-type: none"> ▪ Assistance in finding a rental unit or other form of alternative affordable housing; ▪ Three options in Vancouver must be provided to the tenants ▪ For West End project, two options should be provided in same general area as their current home ▪ All options must rent for no more than 10% current rental rate, unless otherwise agreed to with the tenant. 	<ul style="list-style-type: none"> ▪ Tenants will be provided with at least the minimum number of options and to the degree they are available, further alternatives will be presented. ▪ All options will rent for no more than 10% above their current rental rate, unless otherwise agreed to with the tenant (i.e. tenant may be looking for newer, bigger unit etc. and able to pay more for such). ▪ The following should be considered: <ul style="list-style-type: none"> ○ All tenants to be assessed for rent subsidy (eg. SAFER) as soon as possible in order to identify whether rental subsidies are available. Where SAFER is available to a tenant an application to BC Housing should be made and suitable alternate accommodation to be identified within Vancouver. ○ Contact non-profit social housing operators to identify unit availability within their portfolio. ○ All qualified tenants should be added to BC Housing registry waitlist. ○ Appointment of Tenant Relocation Specialist to identify suitable accommodation.

Rate of Change Guideline Requirements	Tenant Relocation Plan – Approved Offer
<ul style="list-style-type: none"> ▪ First Right of Refusal to Relocate Into a Replacement Rental Unit on the Site 	<ul style="list-style-type: none"> ▪ Tenants who are eligible under this relocation plan will be offered the first right of refusal to return to the new social housing units once completed if they meet the eligibility criteria of the social housing units (i.e. Income below BC Housing HILs with rents set at 30% of income). ▪ Tenants who are not eligible for social housing units (i.e. Income above HILs) will be offered a market unit at a 20% discount off market rents for newer product as published by CHMC. Any subsequent rent increases for returning tenants will be in line with the Residential Tenancy Act. ▪ Residents of 1025 Nelson Street are of particular concern to the City and must be offered the First Right of Refusal. The tenant contribution to rent will not exceed 30% of income, however, rent supplement programs could be accessed to increase total rent if available.

END OF DOCUMENT