



CITY OF VANCOUVER

ADMINISTRATIVE REPORT

Report Date: August 24, 2009
Contact: Rowan Birch
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RTS No.: 08293
VanRIMS No.: 08-2000-20
Meeting Date: September 22, 2009

TO: Vancouver City Council
FROM: General Manager of Engineering Services
SUBJECT: 2010 Engineering Fees Report

RECOMMENDATION

THAT Council approve increases in the Engineering Services Department permit fees totaling an estimated amount of \$177,220 as set out in Appendix A to this report, to take effect on January 1, 2010; and

FURTHER THAT the Director of Legal Services be instructed to prepare bylaws to amend the Street and Traffic bylaw, Encroachment bylaw, Crossing bylaw, Street Distribution of Publications bylaw and Street Vending bylaw, and modify all Garbage Container License agreements between the City and solid waste removal companies using city lanes for storage of garbage containers, and all other license agreements referred to in Appendix A, all generally in accordance with Appendix A and B.

COUNCIL POLICY

Permit fees are reviewed periodically to comply with Council policy that fees recover the full cost of providing services or are equivalent to competitive charges where the fee is of a market nature.

In 1992, Council authorized the execution of the licence agreements between the City and commercial waste companies which implement the City's garbage container permit program.

PURPOSE

The purpose of this report is to seek Council's approval of a schedule of Engineering Permit Fees which will generate an additional \$177,220 per year in 2010, and minor housekeeping changes to the Garbage Container Licence agreement.

BACKGROUND

The Engineering Services Department generates revenue from several permits, under the authority of the Street and Traffic bylaw No. 2849, Street Vending bylaw No. 4781, Crossing bylaw No. 4644, Street Distribution of Publications bylaw No. 9350, Encroachment bylaw No. 4243, and annual Garbage Container Licence agreements.

Fees were last adjusted in January, 2009.

The City enters into a Garbage Container Licence (GCL) agreement with companies that place commercial garbage and recycling containers on city streets and lanes. The licence requires the City to give licensees at least three months notice (i.e. by October 1 of the current year) of any licence amendments, including fee adjustments, prior to renewal of the licence on January 1 of the following year.

DISCUSSION

A list of proposed fee increases is attached to this report as Appendix A. As part of the City's budget-building process, a general inflationary adjustment of 4.0% for revenues has been established. All of the fees in Appendix A have been increased by this inflationary amount.

The total increased revenues generated by the recommended fee increases in Appendix A amount to \$177,220 per year.

Further, housekeeping changes to the GCL are required for 2010. (Appendix B):

- A proportional fee for the use of a wheeled cart instead of the more commonly used commercial container (dumpster) is proposed to accommodate the use of these smaller containers in some areas of the city. These carts make up about 1/3 of the footprint of a typical commercial dumpster, thus a fee set at 1/3 the rate of a dumpster is proposed. The change would align the GCL with the Solid Waste bylaw 8417.

It is recommended that the GCL fee invoice payment period be reduced from six months to 30 days to conform to City accounting standards and not to conflict with annual budget timelines.

With the proposed introduction of a HST effective July 1, 2010 staff is currently working on understanding the implications for the City in terms of our by-law fees and purchases. Staff will update Council once further information is available.

CONCLUSION

The recommendations of this report will provide for an inflationary adjustment to several Engineering permit fees, and more effective administration of the Garbage Container Licence agreement.

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APPENDIX A
Permit Fee Schedule

Permit Type	2010 Proposed excludes tax (4.00% increase)	2009 Approved excludes GST	Authority
Street and Traffic bylaw No. 2849			
<i>Resident Parking Permit Fees</i>			
Resident parking permit *	\$64.76	\$61.90	Street & Traffic bylaw, Section 23.4 (a)
Resident parking permit *	\$47.62	\$45.71	Street & Traffic bylaw, Section 23.4 (b)
Resident parking permit *	\$32.38	\$31.43	Street & Traffic bylaw, Section 23.4 (c)
<small>* Note - 2010 parking permit amounts have been adjusted slightly, to produce even dollar, tax inclusive prices, of \$68, \$50, and \$34 for ease of temporary site office operations where a cash till is not always available.</small>			
<i>Street and Sidewalk Usage Fees</i>			
Street Rental fee per block, per 12 hour period	\$730.97	\$702.85	Street & Traffic bylaw, Section 30(7) (c)
Street Entertainment, 4 Month	\$34.81	\$33.47	Street & Traffic bylaw, Section 67A(6)
Street Entertainment, Annual	\$103.33	\$99.35	Street & Traffic bylaw, Section 67A(6)
Religious Street Meetings	Free	Free	Street & Traffic bylaw, Section 69(3)
<i>Building Site Construction Crossing Fees</i>			
Single and two family dwellings	\$158.82	\$152.71	Street & Traffic bylaw, Section 80(2)
Single and two family dwellings requiring demolition	\$225.16	\$216.50	Street & Traffic bylaw, Section 80(2)
Multi-residential or commercial requiring no excavation	\$687.46	\$661.02	Street & Traffic bylaw, Section 80(2)
Multi-residential or commercial requiring excavation, less than 3 stories in height	\$1,291.16	\$1,241.50	Street & Traffic bylaw, Section 80(2)
Multi-residential or commercial requiring excavation, 3 stories or more in height	\$2,569.28	\$2,470.46	Street & Traffic bylaw, Section 80(2)
Major development site, ½ block or larger	\$3,074.00	\$2,955.77	Street & Traffic bylaw, Section 80(2)
Demolition only - multi-residential or commercial site less than ½ block	\$316.54	\$304.37	Street & Traffic bylaw, Section 80(2)
Demolition only - multi-residential or commercial site ½ block or larger	\$566.73	\$544.93	Street & Traffic bylaw, Section 80(2)
Oversize Vehicle, Single Trip	\$28.28	\$27.20	Street & Traffic bylaw, Section 96
Oversize Vehicle, More than One Trip	\$269.75	\$259.38	Street & Traffic bylaw, Section 96
Encroachment bylaw No. 4243			
Anchor Rods, Sq. metre	\$46.48	\$44.69	Encroachment bylaw, Section 3A(4)
<i>Street Use Permit (Encroachment Inspection)</i>			
- up to and including 20 square metres	\$52.21	\$50.20	Encroachment bylaw Schedule Part A
- each additional square metre or part thereof	\$4.74	\$4.56	Encroachment bylaw Schedule Part A
- Maximum total fee	\$366.57	\$352.47	Encroachment bylaw Schedule Part A
Encroachment Fees (Annual charge)			
Flat Portion (to 150 square feet)	\$162.24	\$156.00	Encroachment bylaw, Schedule C
Variable Portion (per sq. foot over 150)	\$4.33	\$4.16	Encroachment bylaw, Schedule C

Permit Type	2010 Proposed excludes tax (4.00% increase)	2009 Approved excludes GST	Authority
Crossing bylaw No. 4644			
Minimum fee	\$355.69	\$342.01	Crossing bylaw, Section 9
Extra fee per foot > 30 ft. width	\$43.51	\$41.84	Crossing bylaw, Section 9
Street Vending bylaw No. 4781			
Street Vendor, Food	\$1,004.00	\$965.38	Street Vending bylaw, Schedule A
Street Vendor, Other Products	\$752.72	\$723.77	Street Vending bylaw, Schedule A
Special Event Market, Daily/Block	\$102.25	\$98.32	Street Vending bylaw, Schedule A
Special Event Market, Maximum/Day	\$403.57	\$388.04	Street Vending bylaw, Schedule A
Individual Special Event Vendor/Day	\$32.63	\$31.38	Street Vending bylaw, Schedule A
Mobile Vendor Motorized, (Truck)	\$270.85	\$260.44	Street Vending bylaw, Schedule A
Mobile Vendor No Motor, (Bicycle)	\$135.96	\$130.73	Street Vending bylaw, Schedule A
Produce/Flowers, Sq. ft./Year			
- Street use fee	\$4.08	\$3.92	Street Vending bylaw, Schedule A
- Subject to a minimum of	\$114.22	\$109.82	Street Vending bylaw, Schedule A
Small Sidewalk Patio, Annual	\$314.37	\$302.28	Street Vending bylaw, Schedule A
Street Distribution of Publications bylaw No. 9350			
Annual fee per news box (for 1- 100 news boxes)	\$28.06	\$26.98	Street Distribution bylaw Schedule A
Annual fee per news box (for 101 or more news boxes)	\$84.16	\$80.92	Street Distribution bylaw Schedule A
Annual fee for each compartment in each multiple publications newsbox	\$112.22	\$107.90	Street Distribution bylaw Schedule A
Annual fee per drop box	\$28.06	\$26.98	Street Distribution bylaw Schedule A
Other Authorities			
Mobile Special Event Vending Permit (Annual)	\$144.13	\$138.59	Administrative Policy
Large Sidewalk Patio, Downtown, /Sq. ft			
Summer Term (7 months)	\$6.74	\$6.48	License Agreement
Winter Term (5 months)	\$4.80	\$4.62	License Agreement
Large Sidewalk Patio, Not Downtown, /Sq. ft			
Summer Term (7 months)	\$4.78	\$4.60	License Agreement
Winter Term (5 months)	\$3.41	\$3.28	License Agreement
Garbage Container License			
Containers greater than 1 cubic yard	\$175.00	\$168.00	License Agreement
Containers less than 1 cubic yard	\$58.00	n/a	License Agreement

APPENDIX B

GARBAGE CONTAINER LICENCE

LICENCE DATE

January 1, ~~2009~~2010

PARTIES

City of Vancouver ("City") and _____, Inc. No. _____ ("Company")

CONSIDERATION

Each of the City and Company acknowledges the receipt and sufficiency from the other of \$1.00 and other valuable consideration. In return, the City and Company agree to be bound by the terms and conditions of this Licence.

LICENCE TERMS AND CONDITIONS

1. **Definitions.** In this Licence:

- (a) "Approved Location" means each portion of street or lane in the City identified in Schedule A or in an amended Schedule A;
- (b) "City Engineer" means the person City Council appoints as the City's General Manager of Engineering Services, or any successor in function or title to the General Manager, or any person to whom the General Manager delegates powers or duties;
- (c) "Container" means a container for the storage of garbage or recyclable material that the Company places at an Approved Location and that is satisfactory to the City Engineer;
- (d) "Licence" means this document and its attached schedules;
- (e) "Renewal Term" means each calendar year that renewal of this Licence occurs under section 7;
- (f) "Term" means that period of time from and including January 1, ~~2009~~2010 to and including December 31, ~~2009~~2010, and, during any renewal of this Licence, means that period of time comprising the then current Renewal Term;
- (g) "User" means each owner or occupier of User Property with whom the Company has contracted to supply Container services on an Approved Location; and
- (h) "User Property" means each parcel of land owned or occupied by a User that is the subject property under the contract between the User and Company

for the supply of Container services and that generates the garbage or recyclable material to be stored in the Container at the Approved Location appurtenant to that contract.

2. **Grant of Licence.** The City grants to the Company, for the Term, a licence to occupy each Approved Location only for the Container storage of garbage or recyclable material necessary to service the User Property. This grant will be subject to the terms and conditions of this Licence.

3. **Warranty by Company.** The Company warrants to the City that:

(a) the use of each Approved Location identified in Schedule A on the Licence Date is necessary because the User Property has insufficient space to store the number of Containers necessary to service it; and

(b) it has inspected each Approved Location and accepts it as it exists on the Licence Date.

4. **No warranty by City.** The City makes no warranty to the Company regarding the safety, condition, fitness, or suitability of any Approved Location.

5. **Licence fees for Term.** The Company will pay to the City, before the first business day of the Term, or within ~~six months~~30 days of being invoiced by the City, a fee as follows for each Approved Location contained in Schedule A hereto as of the Licence Date:

(a) ~~\$168.00~~\$175.00 plus GST for Containers greater than one cubic yard in volume;
and

(b) \$58.00 plus GST for Containers less than or equal to one cubic yard in volume.

6. **Non-renewal of Licence.** If:

(a) fulfilment of the conditions set out in subsections (a), (b), or (c)(i) of section 7 has not occurred; or

(b) the City or Company gives notice to the other, at least three months before the end of the then current Term or Renewal Term, that it does not wish to renew the Licence;

then the Licence will expire at the end of such Term or Renewal Term.

7. **Renewal of Licence.** If, during the then - current Term or Renewal Term:

(a) the Company has not defaulted in observing or performing its obligations under this Licence; and

(b) the warranty in section 3, modified to apply to each Approved Location identified in Schedule A on the last day of such Term or Renewal Term, is true; and

(c) either:

(i) the City or Company has given notice to the other, at least three months before the end of such Term or Renewal Term, that it wishes to amend all or some of the Licence terms and conditions including, without limitation, the fees set out in section 5, and the City and Company have agreed in writing to the aforesaid amendments, or

(ii) neither the City nor Company has given notice to the other under section 7(c)(i); and

(d) neither the City nor Company has given notice to the other under section 6;

then automatic renewal of this Licence for the calendar year following such Term or Renewal Term, from and including January 1 to and including December 31 of that calendar year, will occur.

8. **Licence fees for Renewal Term.** The Company will pay to the City, before the first day of each Renewal Term, or within ~~six months~~ 30 days of being invoiced by the City, fees for that Renewal Term calculated according to section 5, or section 5 as amended under Section 7(c)(i), for each Approved Location identified in Schedule A on the last day of the preceding Term or Renewal Term.

9. **Application for Schedule A Amendments.** From time to time, the Company may apply to the City:

(a) using the form attached as Schedule B, and in compliance with section 14, to add one or more additional locations to Schedule A; or

(b) using the form attached as Schedule C, to delete one or more Approved Locations from Schedule A.

10. **Approval of Schedule A additions.** If the City Engineer approves the addition to Schedule A of one or more locations:

(a) the City Engineer will deliver to the Company notice of approval, which notice will constitute a deemed amendment to Schedule A to add the additional Approved Locations, and will set out any pro rated fee the Company may owe the City under section 10(c)(ii);

(b) the grant of this Licence will extend to the additional Approved Locations, and the terms and conditions of this Licence will apply to the additional Approved Locations, effective on the first day of the calendar month chosen by the City Engineer; and

(c) before that effective date and before placing any Container at any additional Approved Location, the Company will:

(i) comply with section 14, and

(ii) if there has not previously been a Container at that location during the then current calendar year, pay to the City fees for each additional Approved Location for the balance of the then Term or Renewal Term pro rated on a monthly basis and calculated according to section 7 or section 7 as then amended.

11. **Existing Approved Locations.** All Approved Locations existing under the current and previous Licences that govern the relationship between the parties with respect of the subject matter of this Licence will continue to be Approved Locations for the purposes and subject to the provisions of this Licence.

12. **Interim approval of Schedule A additions.** If the City Engineer receives an application from the Company under section 9 for the addition of a location to Schedule A but does not wish to decide, at that time, whether or not to give approval for that addition, the City Engineer may choose to grant an interim approval to the Company on such terms and conditions as the City Engineer decides.

13. **Approval of Schedule A deletions.** If the City Engineer approves the deletion from Schedule A of one or more Approved Locations:

(a) the City Engineer will deliver to the Company notice of approval, which notice will constitute a deemed amendment to Schedule A to delete those Approved Locations; and

(b) the grant of this Licence will terminate with respect to the deleted locations, effective on the last day of the calendar month chosen by the City Engineer.

14. **Container user's agreement.** Before placing a Container at any Approved Location, the Company will deliver to the City Engineer the application referred to in section 9 with the agreement from the User to the City set out therein duly completed and signed by the User in a manner satisfactory to the City Engineer.

15. **Conditions of Approved Location and Container use.** The Company will:

(a) inspect and clean, and maintain in a tidy condition, each Approved Location and each Container when the Company services the Container at the Approved Location or when the Company receives notice of a problem from the City or User; and

(b) maintain each Container at all times in such condition that it is not noxious, offensive, or hazardous to public health, and does not constitute a nuisance;

(c) ensure that each Container at all times:

(i) displays a minimum 15 centimetre (six inch) by 30 centimetre (12 inch) piece of standardized silver reflective vinyl tape on each of the top two exposed corners of the container wrapped around each corner so that a 15 centimetre (six inch) by 15 centimetre (six inch) surface is visible on both sides of each corner,

(ii) displays, in clearly visible letters and figures, at least five centimetres high, on the top right hand corner of the face of the container facing the street, the name and telephone number of the Company and the address or addresses of the User(s), but does not display any other markings unless approved by the City Engineer,

(iii) has a functional lid,

(iv) is used only for the storage of garbage or recyclable material necessary to service the User Property,

(v) does not display graffiti,

(vi) is free from leaks, and

(vii) remains entirely within the Approved Location, and is positioned so that it does not project outside the Approved Location or designated area;

(d) without limiting the generality of other restrictions on use of an Approved Location under this Licence, not alter the grade or anything below grade or excavate below grade; and

(e) comply with all laws which affect the Approved Locations and their use or the Containers or their use.

16. **Graffiti or hazardous conditions.** In addition to the Company's obligations under section 14, the Company will:

(a) remove all graffiti from any specified Container within 3 days after receipt of oral or written notice from the City Engineer unless the Company implements and carries out a weekly inspection and cleaning program acceptable to the City Engineer;

(b) remove all graffiti identified by the City Engineer as offensive or racist from any specified Container within 24 hours after receipt of oral or written notice from the City Engineer; and

(c) correct any condition identified by the City Engineer as hazardous by reason of the size or design of any specified Container within 24 hours after receipt of oral or written notice from the City Engineer;

and, if the Company fails to perform any obligation under this section 16 as required, the City Engineer may remove all graffiti from any specified Container, and section 25 will apply, or the City may order removal of the Container, and section 22 will apply.

17. **Inspections.** The City Engineer may inspect any Approved Location or any Container, and a utility company may inspect any Approved Location, at any time, and, to do so, may bring onto the Approved Location workers, equipment, or vehicles.

18. **Work.** The City, or any utility company who has installed or wishes to install any work or utility over, on, under, or about an Approved Location, may enter onto the Approved Location, and bring onto the Approved Location workers, equipment, or vehicles, to do street work, to install signs or traffic control devices, or to install, repair, maintain, or replace any work or utility.

19. **Temporary relocation or removal.** If the City Engineer deems it necessary or desirable for municipal or utility company purposes including, without limitation, street or utility work or closure under the City's *Street and Traffic By-law* to order the temporary relocation or removal of any Container from any Approved Location:

- (a) the City Engineer may deliver to the Company such notice of that order as the City Engineer deems practical in the circumstances except in case of emergency when the City Engineer need not deliver any notice;
- (b) the Company will comply with the order to relocate or remove any Container within the time limited in it; and
- (c) if the Company does not comply with the order or in case of emergency, the City Engineer or utility company may relocate or remove Containers as required.

20. **Release and indemnity.** The Company will release and indemnify and save harmless the City, and its officials, officers, employees, agents, and contractors, from and against all damages, expenses, liabilities, suits, actions, causes of action, statutory or other proceedings, judgments, investigations, demands, claims, losses, or costs including legal costs on a solicitor and own client basis, that the City, or any of its officials, officers, employees, agents, or contractors, may suffer or incur or be put to in connection with or arising out of the use or occupancy of any Approved Location, the use of any Container, or any default by the Company in observing or performing its obligations under this Licence. This release and indemnity will survive expiry of the Term or any Renewal Term and the termination, cancellation, or surrender of this Licence.

21. **Insurance.** The Company will comply with the following insurance requirements:

- (a) the Company will obtain and maintain, with one or more insurers licensed to do business in British Columbia:
 - (i) comprehensive general liability insurance against damage arising from bodily injury (including death) and claims for property damage which may arise out of the operations of the Company under this Licence, the use or occupancy of any Approved Location, the use of any Container, or any act or omission by the Company or its employees, agents, or contractors, and including products and completed operations coverage, for at least \$2,000,000.00 inclusive, per occurrence and in the aggregate, and including a standard form of cross-liability clause,
 - (ii) automobile liability insurance on all licensed vehicles owned or leased by the Company against damage arising from bodily injury (including death) and claims for property damage which may arise

out of the use and operation by the Company, or its employees, agents, or contractors, of such vehicles for purposes connected with this Licence, for at least \$1,000,000.00 inclusive per accident, and

(iii) such other insurance as the City may reasonably require from time to time;

(b) the Company will cause the policies of insurance to protect the City, and its officials, officers, employees, agents and contractors, as named insureds, and to include a waiver of subrogation in favour of the City, and a waiver of any breach or violation of any warranty, representation, declaration, or condition contained in any such policy;

(c) the policies for such insurance will be on terms and conditions, and with deductibles, satisfactory to the City, and will include, without limitation, a provision for the insurer to deliver to the City's Director of Risk Management 30 days' prior written notice of cancellation, lapse, or material amendment;

(d) if any policy for such insurance contains any co-insurance clauses, the Company will maintain a sufficient amount of insurance to meet the requirements of such co-insurance clauses so as to prevent the City from becoming a co-insurer under the terms of such policies and to permit full recovery to the limits of coverage; and

(e) before the first day of the Term, the Company will deliver to the City's Director of Risk Management a certified copy of each insurance policy, or other evidence of the insurance satisfactory to the Director of Risk Management, along with evidence of payment of the premiums, and the Company will deliver to the Director of Risk Management from time to time evidence satisfactory to the Director of Risk Management that the insurance continues in full force and effect and that the premiums are current.

22. Termination of Approved Location. If:

(a) the Company defaults in observing or performing its obligations under this Licence with respect to an Approved Location or Container;

(b) in the City Engineer's opinion, the Company no longer requires an Approved Location to service the User Property;

(c) the Company does not dispose of the contents of a Container at an Approved Location frequently enough to prevent the contents from being noxious, offensive, or hazardous to public health, or from constituting a nuisance, or from overflowing onto City streets or property;

(d) the City requires an Approved Location for a purpose the City Engineer considers necessary or desirable for any municipal purpose including, without limitation, a public highway or traffic control purpose;

- (e) the City, in its discretion, decides that an alternative waste collection system should be implemented in the part of the City of Vancouver within which an Approved Location is situated;

then:

- (f) the City Engineer may deliver to the Company notice rescinding approval of any such Approved Location, which notice will constitute a deemed amendment to Schedule A deleting that Approved Location;

- (g) the grant of this Licence will terminate with respect to the deleted location, three business days after the Company receives such notice; and

- (h) the Company will remove any Container from the deleted location within three business days.

23. **Transfer Approved Location(s):** The City Engineer, in his discretion, may transfer any Approved Location(s) from the Company to another company providing the same or substantially the same service, for purposes of improving service and/or efficiency for garbage and recycling removal from User Properties connected to the Approved Location(s) to be transferred, in which case the procedure set out above in subparagraphs 22(f), (g) and (h) hereof for termination of an Approved Location will apply to such transfers.

24. **Surrender.** Within 90 calendar days after the date of expiry or earlier termination of this Licence, the Company will:

- (a) remove all Containers from every Approved Location;

- (b) cease using any Approved Location; and

- (c) leave every Approved Location in a condition satisfactory to the City Engineer.

25. **City's right to cure.** If the Company defaults in complying with any obligation under this Licence, the City, without limiting its other rights and remedies under this Licence, may cure such default on the Company's behalf, and the Company will pay the City's reasonable costs of doing so to the City on demand.

26. **Interest on arrears.** If the Company fails to pay to the City any money it owes to the City under this Licence when due, such money will bear interest at a rate equal to:

- (a) the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, B.C. as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate plus three percent per annum; or

- (b) if a court judges the prime rate to be void or unenforceable or if there is no prime rate, 21% percent per annum;

in each case calculated monthly, not in advance, from the date due until paid.

27. **Licence termination.** Without limiting the City's other rights and remedies under this Licence, if the Company defaults in observing or performing its obligations under this Licence, the City Engineer may deliver notice to the Company to rectify the default within the time limited by this Licence or, in the absence of a time limit, in the time required by the City Engineer. If the Company fails to so rectify then the City may terminate this Licence.

The City may terminate this Licence at anytime on 60 days notice to the Company if the City, in its discretion, decides that an alternative waste collection system for the User Properties the Company services pursuant to this Licence should be implemented.

28. **Copies of Schedule A.** The Company, on receipt from the City, from time to time, of a consolidated, amended Schedule A, will promptly execute that number of copies required by the City and return those copies to the City.

29. **Nature of Licence.** This Licence does not create, and will not be deemed to create, any interest in land.

30. **Assignment.** The Company will not assign this Licence or any interest in it or sub-licence or otherwise part with its right to use all or any of the Approved Locations for all or part of the Term unless the Company obtains the City's prior written consent.

31. **Obligations under Licence.** The obligations of each of the City and Company set out in this Licence will have effect throughout the Term. If, at the end of the Term or earlier termination of this Licence, the Company has not fulfilled or discharged any outstanding obligation on its part under this Licence, that obligation will survive the end of the Term or earlier termination of this Licence, and the Company will fulfil or discharge such obligation as required under this Licence.

32. **Notices.** Any notice, approval, consent, request, confirmation, or demand required or permitted under this Licence must be in writing, and the sender must deliver it by prepaid registered mail from any post office in British Columbia, by fax or by personal service addressed to:

City of Vancouver
453 West 12th Avenue 320 - 507 West Broadway
Vancouver, BC
V5Y 1V4V5Z 0B4
Fax: (604) 871-6193

Attention: General Manager of Engineering Services
c/o Solid Waste Management Branch

or to such other address in British Columbia of which either the City or Company may notify the other according to the requirements of this section 32. Service will be deemed complete,

if made by registered mail 72 hours after the date and hour of mailing; if made by fax on the first business day after the date of transmission; and if made by personal service upon the effecting of such service.

33. **Interpretation.** The following provisions will apply to this Licence:

- (a) sections and headings are for convenient reference, and are not to affect the meanings of any provisions;
- (b) use of the singular or masculine includes the plural, feminine, or body corporate, and vice versa;
- (c) the laws of British Columbia will govern the interpretation and enforcement of this Licence, and the City and Company accept the jurisdiction of the courts of British Columbia;
- (d) if a court or arbitrator finds any provision of this Licence invalid, illegal, or unenforceable, it will be severed from this Licence and the remainder of the Licence will be enforceable;
- (e) time will be of the essence of this Licence, and if the City or Company expressly or impliedly waives that requirement, the City or Company may re-instate it by delivering notice to the other;
- (f) the fact that the City or Company waives a default is not to be construed to mean that the City or Company waives any other default;
- (g) no amendment to this Licence will have any effect unless it is in writing, and the City and Company have signed it;
- (h) this Licence represents the entire agreement between the City and Company concerning the Approved Locations, and there are no representations, warranties, or agreements other than those expressed in this Licence;
- (i) nothing expressly set out in or implied by this Licence will prejudice, abrogate, or affect the rights and powers of the City or City in the exercise of its functions under any public or private statute, bylaw, order, or regulation, all of which may be fully and effectively exercised as if the City had not signed and delivered this Licence to the Company; and
- (j) if the Company consists of more than one legal entity, the obligations of such entities under this Licence will be joint and several.

34. **Continuing effect.** This Licence will enure to the benefit of and bind the City and its successors and assigns and the Company and its successors and permitted assigns.

To witness this Licence each of the City and Company has signed it as of the Licence Date.

CITY OF VANCOUVER
by its authorized signatories:

by its authorised signatories:

SCHEDULE A
APPROVED LOCATIONS



SCHEDULE B

CITY OF VANCOUVER CONTAINER LICENCE AGREEMENT
LANE PERMIT APPLICATION
FOR COMMERCIAL GARBAGE OR RECYCLING CONTAINER

APPLICANT ("COMPANY")

Business Name: _____

Civic address: _____

Phone number: _____

CO-APPLICANT ("USER")

PROPOSED CONTAINER LOCATION

Civic address: _____

Describe location (e.g. in lane south of building, 10 feet west of east property line):

REASON FOR APPLICATION

- No space available on private property.
- Building occupies entire site.
- Other (explain): _____

TYPE OF CONTAINER

- Garbage
- Cardboard
- Other (describe): _____

SIZE OF CONTAINER

- 2 Cubic Yard
- 3 Cubic Yard
- 4 Cubic Yard
- Other (describe): _____

PERMIT FEE

The Applicant and User acknowledge that there is an annual permit fee payable to the City by the Applicant.

REQUIREMENTS FOR GARBAGE OR RECYCLING CONTAINERS ON CITY LANES

In consideration of the City of Vancouver ("City") permitting the Applicant to place a container in the location set out above, the User named in this Application hereby agrees with the City and the Applicant to:

- keep the container lid closed at all times, using a lock if necessary
- sweep the area under and around the container as necessary
- pick up and deposit in the container all loose garbage and other debris
- ensure that the container is emptied frequently enough that it does not overflow

- maintain the container location and container at all times in such condition that they are not noxious, offensive, or hazardous to public health, and do not constitute a nuisance
- maintain the container such that it does not overflow and waste is not allowed to accumulate on or around the container
- store excess garbage that will not fit in the container without causing the lid to remain open in the building on the User's Property
- not leave waste cardboard in the lane or street unless it is in a City approved recycling container
- ensure that the Container is free and remains free from graffiti
- ensure that the User address(es) is clearly visible at all times on the container as specified under City By-law 8417.

The User agrees with the requirements outlined in this Lane Permit Application by signing below on _____, _____, _____

Signature of User

Print Name

CERTIFICATION

The Applicant certifies that the information in this Application is true and correct by signing this Application on _____, _____, _____

Signature of Applicant

Print Name

CITY OF VANCOUVER APPROVAL

Authorization for the addition of the commercial waste container, subject to the requirements set out in this agreement, is hereby granted on _____, _____, _____

City of Vancouver Authorized Signatory

Print Name



SCHEDULE C

CITY OF VANCOUVER CONTAINER LICENCE AGREEMENT
DELETION OF APPROVED LOCATION FROM SCHEDULE A

APPLICANT ("COMPANY")

Business Name: _____

Civic address: _____

Phone number: _____

CO-APPLICANT ("USER")

FORMER CONTAINER LOCATION

Civic address: _____

Describe location (e.g. in lane south of building, 10 feet west of east property line):

CERTIFICATION

The Applicant certifies that the Container Location described above is no longer occupied by one of their containers by signing this Application on _____ __, _____

Signature of Applicant

Print Name

CITY OF VANCOUVER APPROVAL

Authorization for the deletion of Approved Location, subject to the requirements set out in this agreement, is hereby granted on _____ __, _____

City of Vancouver Authorized Signatory

Print Name