

EXPLANATION

**Crossing By-law amending By-law
regarding 2013 fee increases**

The attached By-law will implement Council's resolution of November 27, 2012, to amend the Crossing By-law to increase certain fees for 2013.

Director of Legal Services
December 11, 2012

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BY-LAW NO. _____

**A By-law to amend Crossing By-law No. 4644
regarding 2013 fee increases**

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

1. In section 9 of the Crossing By-law, Council:
 - (a) strikes out "\$372.78", and substitutes "\$380.23"; and
 - (b) strikes out "\$45.60", and substitutes "\$46.52".

2. This By-law is to come into force and take effect on January 1, 2013.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**Encroachment By-law amending By-law
regarding 2013 fee increases**

The attached By-law will implement Council's resolution of November 27, 2012, to amend the Encroachment By-law to increase certain fees for 2013.

Director of Legal Services
December 11, 2012



BY-LAW NO. _____

**A By-law to amend Encroachment By-law No. 4243
regarding 2013 fee increases**

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

1. From section 3A (4) of the Encroachment By-law, Council strikes out "\$48.72", and substitutes "\$49.69".
2. From Part A of the Schedule attached to the Encroachment By-law, Council strikes out "\$54.72", "\$4.97", and "\$384.18", and substitutes "\$55.82", "\$5.07", and "\$391.87" respectively.
3. From Part C of the Schedule attached to the Encroachment By-law, Council strikes out "\$170.03" and "\$4.54", and substitutes "\$173.43" and "\$4.63" respectively.
4. This By-law is to come into force and take effect on January 1, 2013.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**A By-law to amend the Energy Utility System By-law
Re: Levies and Charges**

On November 27, 2012, Council resolved to amend the Energy Utility System By-law to establish updated Levies and Charges effective January 1, 2013. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
December 11, 2012



BY-LAW NO. _____

**A By-law to amend Energy Utility System By-law No. 9552
regarding 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	\$0.484 per m ²
Class 2 - Residential or mixed use residential building located outside SEFC	\$7.276 per KW of peak heat energy demand
Class 3 - Non-residential building	\$7.276 per KW of peak heat energy demand

PART 3 - Monthly charge

Monthly charge	\$40.664 per MW per hour
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PART 4 - Credit

Credit for heat energy returned to energy transfer station	\$40.664 per each MW per hour multiplied by 50%
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EXPLANATION**Sewer and Watercourse By-law
Amending by-law regarding 2013 fees and billing practices**

Enactment of the attached By-law will implement Council's resolution of November 27, 2012, respecting billing practices, and regarding new sewer and watercourse rates and fees to be effective January 1, 2013.

Director of Legal Services
December 11, 2012



BY-LAW NO. _____

A By-law to amend
Sewer and Watercourse By-law No. 8093
to increase fees and alter billing practices

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

1. This By-law amends the indicated provisions of the Sewer and Watercourse By-law No. 8093.
2. Council hereby amends section 1.2, by inserting each of the following definitions in the correct alphabetical order:

“Average TSS Load” is to be calculated in cubic metres per operating day over a period of a quarter;

“Average BOD Load” is to be calculated in cubic metres per operating day over a period of a quarter;

“Biochemical Oxygen Demand” or “BOD” means the quantity of molecular oxygen, expressed in milligrams per litre, used in the biochemical degradation of organic matter and to oxidize inorganic material during a 5-day incubation period at 20 degrees Centigrade, as determined by the appropriate procedure in Standard Methods;

“BOD Load” means the number of kilograms of BOD in industrial wastewater, after multiplying the number of litres of industrial wastewater discharged by the number of kilograms per litre indicated by the BOD;

“Flow” means the volume of industrial wastewater discharged, inclusive of all BOD Load and TSS Load, as determined by the City Engineer in accordance with the Standard Methods, the waste discharge permit, and the GVS&DD By-law;

“GVS&DD” means the Greater Vancouver Sewerage and Drainage District;

“GVS&DD sewage facility” means works owned by the GVS&DD or otherwise under the control or jurisdiction of the GVS&DD, that gathers, treats, transports, stores, utilizes or discharges wastewater;

“GVS&DD By-law” means the Greater Vancouver Sewerage and Drainage District Sewer Use Bylaw No. 299, 2007, as amended from time to time;

“operating day” means any day during which the waste discharge permit user has discharged any industrial wastewater into the public sewer system, except where the Inspector or City Engineer determines that a waste discharge permit user has discharged any industrial wastewater into the public sewer system for the dominant purpose of reducing that waste discharge permit user’s “Average BOD Load”, or “Average TSS Load”;

"TSS" means the concentration of suspended solids contained in wastewater, as measured under standard laboratory procedures, expressed in kilograms per litre, as determined by the City Engineer in accordance with the Standard Methods, the waste discharge permit, and the GVS&DD By-law;

"TSS Load" means the number of kilograms of TSS in industrial wastewater after multiplying the number of litres of industrial wastewater discharged by the number of kilograms per litre indicated by the TSS;

"Standard Methods" means in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", jointly prepared and published from time to time by the American Public Health Association, American Water Works Association and the Water Environment Federation or any successors thereto;

"waste discharge permit user" means an owner or occupier of property, which, because of the type or volume of industrial wastewater which is discharged from the property, requires a waste discharge permit, under the GVS&DD By-law;

"waste discharge permit" means a waste discharge permit issued or required to be issued by the GVS&DD, in order to permit a person to discharge certain types and volumes of industrial wastewater in compliance with the GVS&DD By-law;"

3. Council strikes out section 7.3(2)(a) (iii), (iv) and (v) and inserts:

- “(iii) Where, due to the location of a water meter, a meter reading cannot be obtained or cannot be safely obtained by the Inspector, then the Inspector will mail or deliver a notice to the property, allowing the owner and occupier to remedy the situation within 96 hours of receiving such notice, failing which the Collector or City Engineer may estimate the amount of water which was likely delivered to the property over the relevant period of time and issue a bill based on such estimated consumption.
- (iv) If an Inspector determines that the water meter for a property has malfunctioned, the Collector or City Engineer must estimate the actual water consumption by calculating the previous average water consumption, based on the current years consumption and up to two previous years consumption and must issue an invoice based on that calculation, which invoice must be for no more than twelve months’ average water consumption.
- (v) If an Inspector determines that the water meter for a property is inaccurate due to the removal of a meter or tampering with a meter, the Collector or City Engineer must estimate the actual water consumption by calculating the previous average water consumption, based on the current years consumption and up to two previous years consumption and must issue an invoice based on that calculation, which invoice must be for the entire period during which the meter was removed or tampered with, as determined by the Inspector.
- (vi) An Inspector may read a water meter at any reasonable time and may, subject to subsections (iii), (iv) and (v) above, certify such readings to the Collector or City Engineer,

who may then calculate the amount of water delivered during each interval between such readings.”

4. Council hereby strikes section 7.10, and replaces it as follows:

“7.10 WASTE DISCHARGE PERMIT USERS

(1) Waste Discharge Permit Fees

Any and all fees paid to Metro Vancouver pursuant to the GVS & DD By-law by each property having a waste discharge permit user, are in addition to the rates payable pursuant to Section 7.3 and Part V of Schedule A of this By-law.

(2) Monitoring & Enforcement

The City may monitor and inspect waste discharge permit user facilities on behalf of the GVS & DD.

(3) Calculation of fees

- (a) Calculation of Discharge Weights/Volumes - The discharge weight and volume components of the rates payable pursuant to the GVS&DD By-law will be measured or estimated by the City Engineer as follows:

(i) The rates payable pursuant to the GVS&DD By-law will be based on the weights and volumes of BOD Load, TSS Load and Flow discharged pursuant to the waste discharge permit for the property,

(ii) Discharge volumes will be measured or estimated by the City Engineer based on the waste discharge permit users and Inspectors periodic inspections, readings and data measurements in such manner as the City Engineer determines is appropriate and in accordance with the waste discharge permit,

(iii) Where, due to a breach of the waste discharge permit by the waste discharge permit user,

(1) a reading, inspection or other measurement cannot be conducted or obtained by the Inspector.

(2) a reading, inspection, or other measurement cannot be accurately or safely conducted or obtained by the Inspector.

(3) a reading, measurement, laboratory results or other information required to be supplied by the waste discharge permit user has not been supplied; or

(4) an effluent meter or other component of the plumbing system has, without the City Engineers or Inspectors

written authorization, been disconnected or tampered with, or is malfunctioning.

then the Inspector will mail or deliver a notice to the property, setting out the nature of the breach or event, so that the owner and occupier have notice of same, but in any event, the City Engineer may measure or estimate the BOD Load, TSS Load and Flow which were likely discharged into the public sewer system by the waste discharge permit user over the relevant period of time, and instruct the Collector to issue a bill based on such estimates.

- (iv) The City Engineer may apply the procedures and policies utilized by the GVS&DD pursuant to the GVS&DD By-law in measuring or estimating the BOD Load, TSS Load and Flow, provided always that the City Engineer is not bound to do so, and
- (v) The City Engineer will use the information supplied by the waste discharge permit user pursuant to the waste discharge permit provided the information is consistent with the City Engineer's and Inspector's readings, inspections and measurements and will, subject to Sentences (i) to (iv) above, utilize such information to measure or estimate the BOD Load, TSS Load and Flow discharged over each relevant measurement period.

(4) Other Sewer Discharge Obligations

Nothing in Section 7 of this By-law, including without limitation, the liability to pay and the payment and acceptance of rates in respect of discharges of wastewater which were discharged in violation of this By-law, the Waste Management Act or the GVS&DD By-law will absolve a person from that person's duties and liabilities under this By-law, the Waste Management Act or the GVS&DD By-law."

5. Council hereby repeals Section 10, and renumbers sections 11 and 12 as sections 10 and 11, accordingly.

6. 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	\$ 8,359.00
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2.	Public sewer connection, other than One-Family or Two-Family Dwellings with or without a Laneway House:		
	a)	4 inch/100 mm diameter	\$ 11,627.00
	b)	6 inch/150 mm diameter	\$ 14,034.00
	c)	8 inch/200 mm diameter	\$ 15,875.00
	d)	10 inch/250 mm diameter	\$18,314.00
	e)	12 inch/300 mm diameter	\$20,811.00
	f)	15 inch/375 mm diameter	\$23,272.00
	g)	greater than 15 inch/375 mm diameter pursuant to Sentence 2.7(2)	\$23,272.00
	h)	manhole installation in conjunction with a public sewer connection, pursuant to Sentence 2.7(3)	At cost, pursuant to Sentence 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)		\$ 4,338.00
5.	New fitting on a single sewer pursuant to Sentence 2.7(4)		\$ 1,912.00
6.	Inspection of a plumbing system, subsoil drainage pipes, and a building sewer		\$ 273.00

PART III

**FLAT RATES
FOR UNMETERED PROPERTY**

Single Family Dwelling	\$287.00
Single Family Dwelling with Suite	\$387.00
Single Family Dwelling with Laneway House	\$387.00
Single Family Dwelling with Suite and Laneway House	\$487.00
Strata Duplex (per dwelling unit)	\$194.00
2 Services, 1 Lot	\$572.00

3 Services, 1 Lot	\$858.00
4 Services, 1 Lot	\$1,145.00
Parking Lot/Garden	\$163.00

PART IV

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

Other Property	\$163.00
Turned Off, 1 Service	\$163.00
Turned Off, 2 Services	\$163.00
Turned Off, 3 Services	\$163.00

PART V

UNIT-BASED RATES FOR METERED PROPERTY

Metered Property Rate	\$1.842
Waste Discharge Permit User Rate	\$0.6001

PART VI

**FLAT RATE FOR SPECIFIC TYPES
OF DISCHARGES/DISPOSALS**

For the discharge of contaminated groundwater, pursuant to Section 7.11 (per cubic metre)	\$0.84
For the disposal of ship wastewater, pursuant to Section 7.12 (per cubic metre)	\$0.84
For discharges by Utilities, pursuant to Section 7.13 (per manhole connected)	\$221

7. Council hereby repeals Schedule "B".

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

9. This By-law is to come into force and take effect upon adoption, except for section 6, which is to come into force and take effect on January 1, 2013.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**Solid Waste By-law No. 8417
amending By-law regarding,
green cart services and miscellaneous amendments**

On November 27, 2012, Council approved amendment of the By-law to support the existing food scraps program, to make other miscellaneous amendments to support that service and to clarify the By-law, and to change rates for 2013. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
December 11, 2012



BY-LAW NO. _____

**A By-law to amend Solid Waste By-law No. 8417
regarding source-separated organic waste, green cart service
and miscellaneous related amendments**

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

1. This By-law amends the indicated provisions and schedules of the Solid Waste By-law.
2. In section 2:
 - (a) Council strikes out the definition of “food waste”, and substitutes:

“ “food waste” means coffee grounds, coffee filters, tea bags and tea leaves; eggs and eggshells; dairy products; bread, other baked goods, and cooked or uncooked pasta, batter or dough; meat, poultry, fish, shellfish, and bones, fat, and shells; raw, cooked or processed fruit, vegetables, grains, nuts and seeds, and peelings and shells; oils, butter, and sauces, combined with food; but does not include liquid oils not combined with food, grease, diapers and animal carcasses,”
 - (b) Council strikes out the definition of “yard and food waste cart”, and after the definition of “garbage container”, Council adds:

“ “green cart” means a wheeled container supplied by the city for the deposit of source-separated organic waste,

“green cart service” means the collection of source-separated organic waste by the city,”;
 - (c) Council strikes out the definition of “garbage”, and substitutes:

“ “garbage” means solid waste that is not recyclable material, source-separated organic waste, or materials listed in Schedules F and G to this By-law,”;
 - (d) Council adds the following definitions in alphabetical order:

“ “private solid waste services” means the removal, collection, transfer, recycling, processing and disposing of solid waste by a person other than the city,

“source-separated organic waste” means food waste, yard waste, and food-soiled newspaper, cardboard, paper towels or paper,”; and
 - (e) Council strikes out the definition of “solid waste”, and substitutes:

“ “solid waste” includes garbage, recyclable material, source-separated organic waste, and materials listed in Schedules F and G of this By-law,”.

3. Council strikes out sections 3.1 and 3.2, and substitutes:

“3.1 Authority of City Engineer

- (1) The City Engineer may provide solid waste services in the city.
- (2) The City Engineer may refuse to provide solid waste services to any person who fails to comply with the provisions of this By-law.

3.2 Private solid waste services

Despite section 3.1, a person who is the holder of a business license to provide private solid waste services in the city, may engage in the business of removing, collecting, transferring, recycling, processing and disposing of solid waste in the city, subject to compliance with all applicable by-laws, provincial and federal legislation.”

4. Council strikes out section 4.1, and substitutes:

“4.1 General garbage service

- (1) *Mandatory garbage service*

The owner or occupier of a house or strata duplex must use the garbage collection service provided by the city.

- (2) *Additional garbage service*

The owner of a residential property other than a house or strata duplex, or the owner of a non-residential property, may request that the City Engineer provide garbage collection service at the applicable rates provided for in this by-law, and the City Engineer may provide such services if, in the opinion of the City Engineer, such services are compatible with the operation of existing city garbage services. ”

5. In section 4.2, Council:

- (a) Strikes out subsection 4.2(1);
- (b) In subsection 4.2(2)(b), strikes out the words “Despite section 4.2(2)(a), but subject to 4.2(3), each”, and substitutes “Each”;
- (c) In subsection 4.2(2)(c), strikes out the words “Despite section 4.2(2)(a), but subject to 4.2(3), each”, and substitutes “Each”;
- (d) In subsection 4.2 (3):
 - (i) strikes out the words “Despite sections 4.2(2)(a), (b), and (c):”, and substitutes “In addition to the minimum garbage cart service:”,
 - (ii) adds “and” after 4.2(3)(b), and

- (iii) strikes out 4.2(3)(c), and
 - (iv) renames 4.2(3)(d) as 4.2(3)(c).
 - (e) In subsection 4.2(4), Council strikes out the words “allocations set out in sections 4.2(2)(a), (b), and (c)”, and substitutes “requirements in this By-law”;
 - (f) In subsection 4.2.(4) (a), Council strikes out the words “under section 4.2(3)”;
 - and
 - (g) Renumbers the subsections in section 4.2 in the correct numerical order.
6. In section 4.3, Council:
- (a) Strikes out subsection 4.3(1);
 - (b) In subsection 4.3(2)(a), strikes out the words “Subject to section 4.3(3), each”, and substitutes “Each”;
 - (c) In subsection 4.3(2)(b), strikes out the words “Despite section 4.3(2)(a), but subject to 4.3(3), each”, and substitutes “Each”;
 - (d) In subsection 4.3(2)(c), strikes out the words “Despite section 4.3(2)(a), but subject to 4.3(3), each”, and substitutes “Each”;
 - (e) In subsection 4.3 (3):
 - (i) strikes out the words “Despite sections 4.3(2)(a), (b), and (c), but subject to section 4.3(4):”, and substitutes “In addition to the minimum garbage can service:”;
 - (ii) adds “and” after 4.3(3)(b), and
 - (iii) strikes out 4.3(3)(c); and
 - (iv) renames 4.3.3(d) as 4.3.3(c).
 - (f) In subsection 4.3(4), Council strikes out the words “Despite sections 4.3(3)”, and substitutes “Despite the provisions of this By-law:”;
 - (g) In subsection 4.3(5), Council:
 - (i) strikes out the words “allocations set out in sections 4.3(2)(a), (b), and (c),”, and substitutes “requirements in this By-law”,
 - (ii) in subsection 4.3(5)(a), strikes out the words “under section 4.3(3)”;
 - (h) In subsection 4.3(6), Council strikes out the “words “section 4.3(6)”, and substitutes “By-law”;
 - and
 - (i) Renumbers the subsections in section 4.3 in the correct numerical order.
7. In PART V - RECYCLING CONDITION:
- (a) Council strikes out section 5.1, and renumbers the subsequent sections in the correct numerical order; and

(b) In section 5.4, at the end, Council strikes out the quotation mark.

8. In PART VI - YARD AND FOOD WASTE SERVICE:

(a) Council strikes out the title "YARD AND FOOD WASTE SERVICE", and substitutes: "GREEN CART SERVICE";

(b) Council strikes out sections 6.1 and 6.2, and substitutes:

"6.1 General green cart service

(1) *Mandatory green cart service*

The owner or occupier of a house or strata duplex must use the green cart service provided by the city.

(2) *Additional green cart service*

The owner of a residential property other than a house or strata duplex, or the owner of a non-residential property, may request that the City Engineer provide green cart service at the applicable rates set out in this by-law, and the City Engineer may provide such services if, in the opinion of the City Engineer, such services are compatible with the operation of existing city green cart services.

6.2 Minimum cart size for green cart service

(1) The owner or occupier of residential premises which receive green cart service from the city must:

(a) obtain from the city the minimum number of green carts required by this by-law; and

(b) pay the applicable rates for green carts as set out in Schedule B.

(2) The owner or occupier of residential premises which receive green cart service from the city must obtain and provide:

(a) for houses, rowhouses, apartments, and rental apartments, a minimum of one 120 litre green cart per property; and

(b) for strata duplexes, a minimum of one 120 litre green cart per dwelling unit."

- (c) In section 6.3, Council:
 - (i) strikes out the title “Additional Yard and Food Waste Cart Service” and substitutes: “Additional Green Cart Service”, and
 - (ii) strikes out the words “yard and food waste”, and substitutes “green”, wherever those words occur in the section;
- (d) Council strikes out section 6.4, 6.5, 6.6, 6.7, and 6.9, and substitutes:

“6.4 Green cart service to apartments and rowhouses

- (1) The city may provide full or limited green cart service to apartments and rowhouses if, in the opinion of the City Engineer, such services are compatible with the operation of existing city green cart services.
- (2) Green cart service for apartments and rowhouses will be provided by the city to the strata corporation or cooperative association.

6.5 Green cart service to non-residential premises

The city may provide full or limited green cart service to non-residential premises if, in the opinion of the City Engineer, such services are compatible with the operation of existing city green cart services.

6.6 Responsibilities of owner or occupier

The owner or occupier of premises to which the city provides green cart service:

- (a) must maintain green carts in a clean and sanitary condition;
- (b) must only dispose of source-separated organic waste in a green cart, except for fall leaves disposed of in accordance with section 6.7;
- (c) must ensure that the cover of a green cart remains completely closed at all times, except when it is necessary to open the cover to dispose of source-separated organic waste;
- (d) must not dispose of source-separated organic waste in a garbage container, except for fall leaves disposed of in accordance with section 6.7;
- (e) must not fill a green cart to a gross weight greater than the applicable weight listed in the following table:

Green cart size	Maximum gross weight
120 litres	50 kg
180 litres	75 kg
240 litres	100 kg
360 litres	150 kg

- (f) must not fill a green cart so that the cover can not be completely closed;
 - (g) must not fill a green cart so that the contents cannot be completely emptied;
 - (h) must not place tree limbs larger than 10 cm in diameter and 0.5 m in length in a green cart; and
 - (i) must return a green cart to the city upon request.”;
- (e) In section 6.8, Council:
- (i) in subsection 6.8(1)(a), strikes out the words “yard and food waste”, and substitutes “green”,
 - (ii) in subsection 6.8(2), strikes out the words “section 6.8(2)”, and substitutes “By-law”, and
 - (iii) renumbers section 6.8 as 6.7.

9. In **PART VII - SOLID WASTE SERVICE:**

- (a) In the title to section 7.2, and in sections 7.2 and 7.3, Council strikes out the words “**Yard and Food Waste**” and “yard and food waste”, and substitutes “**Green**” or “green”, as applicable, wherever those words appear;
- (b) Council strikes out section 7.5;
- (c) Council strikes out section 7.6, and substitutes:

“7.5 Restricted materials

An owner or occupier of premises which receives city solid waste services must not dispose of, or suffer, permit or allow the disposal of, more than 5% by weight or by volume of total container capacity, of materials listed in Schedule F this by-law, in a garbage container.”; and

- (d) Council renumbers the subsequent section in the correct numerical order.

10. In **PART VIII - OTHER SOLID WASTE SERVICES AND CONDITIONS**, Council strikes out sections 8.8 and 8.9.

11. In **PART IX - RULES FOR PRIVATE SOLID WASTE COLLECTION**, Council:
 - (a) Renumbers section 9.3 as 5.8;
 - (b) Moves the renumbered section 5.8 to the end of **PART V - RECYCLING SERVICE**; and
 - (c) Strikes out "9.3", and substitutes "5.8", wherever it occurs in renumbered section 5.8.

12. In **PART X - RATES, BILLING AND COLLECTION**:
 - (a) In section 10.1(1), Council strikes out the words "as allocated by Sections 4.2, 4.3, 5.2, 6.2, and 6.3";
 - (b) In section 10.1(2)(a), Council strikes out the words "yard and food waste", and substitutes "green"; and
 - (c) In section 10.1(3), Council strikes out the words "pursuant to section 4.2(5) or (7)".

13. In Schedule A:
 - (a) Council deletes the words "RATES FOR LANDFILL AND TRANSFER STATION" from the title, so that those words appear only once in the title;
 - (b) In Part I:
 - (i) after the words "No Charge", adds:

"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.

A solid waste load disposed of the Vancouver Landfill or the Vancouver South Transfer Station , which contains any material listed in Schedule G, will be assessed a surcharge of \$50.00 per load."; and
 - (ii) Changes the rate for demolition materials from "\$40 per tonne" to "\$50 per tonne".

14. In Schedule B, Council:
 - (a) In section I.B, Council changes garbage cart rates by striking out "\$99", "\$117", "\$142", "\$166", and "\$216", and substituting "\$84", "\$97", "\$115", "\$133", and "\$169" respectively;

- (b) In section II.B, Council changes garbage can rates by striking out "\$67", "\$67", and "\$42", and substituting "\$70", "\$70", and "\$30" respectively ;
- (c) In section IV.C, Council changes additional storage charges by striking out "\$71.40", and substituting "\$72.83"; and
- (d) Council strikes out section V - Yard and Food Waste Collection Service and substitutes:

"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, payable concurrently with each year's property taxes

Size of green cart	Rate
120 litres	\$78
180 litres	\$92
240 litres	\$105
360 litres	\$131

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."

15. In Schedule F, Council strikes out the words "A surcharge of 50% on the tipping fee may be assessed on garbage loads disposed at the Vancouver Landfill or Vancouver South Transfer Station, that contain 5% or more by weight or by volume of one or more of the following materials:".

16. 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.

17. This By-law is to come into force and take effect on January 1, 2013.

ENACTED by Council this day of , 2012

Mayor

City Clerk

EXPLANATION**Street Distribution of Publications By-law amending By-law
regarding 2013 fee increases**

The attached By-law will implement Council's resolution of November 27, 2012, to amend the Street Distribution of Publications By-law to increase certain fees for 2013.

Director of Legal Services
December 11, 2012

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BY-LAW NO. _____

A By-law to amend
Street Distribution of Publications By-law No. 9350
regarding 2013 fee increases

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

1. Council repeals Part 2 of Schedule A to the Street Distribution of Publications By-law, and substitutes:

“Part 2 - Location fee

\$29.99 annually for each of 1 to 100 news boxes held by one person

\$89.96 annually for each of 101 or more news boxes held by one person

\$119.97 annually for each compartment in each multiple publications news box

\$29.99 annually for each drop box”

2. This By-law is to come into force and take effect on January 1, 2013.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**Street and Traffic By-law amending By-law
regarding 2013 fee increases**

The attached By-law will implement Council's resolution of November 27, 2012, to amend the Street and Traffic By-law to increase certain fees for 2013.

Director of Legal Services
December 11, 2012

BY-LAW NO. _____

**A By-law to amend Street and Traffic By-law No. 2849
regarding 2013 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 the last sentence and substitutes:
"The annual fee for the permit is \$200.00. The replacement fee for a lost permit is \$10.40."
3. In section 23.4, Council:
 - (a) from subsection (a), strikes out "\$67.85", and substitutes "\$69.21";
 - (b) from subsection (b), strikes out "\$50.09", and substitutes "\$51.09"; and
 - (c) from subsection (c), strikes out "\$33.93", and substitutes "\$34.60".
4. From section 30(7) (c), Council strikes out "\$766.09", and substitutes "\$1,500.00".
5. In section 67A(6), Council:
 - (a) from subsection (a), strikes out "\$108.29", and substitutes "\$110.46"; and
 - (b) from subsection (b), strikes out "\$36.49", and substitutes "\$37.22".
6. In section 80(2), Council strikes out "\$166.45", "\$235.98", "\$720.50", "\$1,353.20", "\$2,692.74", "\$3,221.71", "\$331.74", and "\$593.97", and substitutes "\$169.78", "\$240.70", "\$734.91", "\$1,380.27", "\$2,746.59", "\$3,286.15", "\$338.38", and "\$605.85" respectively.
7. In section 88A, Council:
 - (a) from subsection (2)(b), strikes out "\$500.00" and "\$65.00", and substitutes "\$510.00" and "\$66.30" respectively; and
 - (b) from subsection (4), strikes out "\$65.00", and substitutes "\$66.30".
8. In section 96, Council strikes out "\$29.64" and "\$282.71", and substitutes "\$30.23" and "\$288.37" respectively.

EXPLANATION**A By-law to Amend the Street Utilities By-law
regarding 2013 fees**

The attached By-law will implement Council's resolution of November 27, 2012, to amend the Street Utilities By-law to increase certain fees for 2013.

Director of Legal Services
December 11, 2012



BY-LAW NO. _____

A By-law to amend the Street Utilities By-law

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. This By-law is to come into force and take effect on January 1, 2013.

ENACTED by Council this _____ day of _____, 2012

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 \$624.76;
- (b) longer, a plan review and administration fee of \$1,874.28;

together with a fee of \$12.50 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, \$81.22 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	\$214.20
Concrete Pavement	10 m ² to less than 50 m ²	\$158.10
Concrete Pavement	50 m ² or more	\$122.40
Pavement Membrane Overlay Concrete Road	Less than 100 m ²	\$ 86.70
Pavement Membrane Overlay Concrete Road	More than 100 m ²	\$ 71.40
Light Asphalt Pavement	Less than 3 m ²	\$186.66
Light Asphalt Pavement	3 m ² to less than 10 m ²	\$ 93.84
Light Asphalt Pavement	10 m ² to less than 100 m ²	\$ 61.20
Light Asphalt Pavement	100 m ² to 300 m ²	\$ 54.06

Light Asphalt Pavement	More than 300 m ²	\$ 46.92
Heavy Asphalt Pavement	Less than 3 m ²	\$255.00
Heavy Asphalt Pavement	3 m ² to less than 10 m ²	\$150.96
Heavy Asphalt Pavement	10 m ² to less than 100 m ²	\$ 102.00
Heavy Asphalt Pavement	100 m ² to 300 m ²	\$ 72.42
Heavy Asphalt	More than 300 m ²	\$ 66.30
Grading and Asphalt Aprons	Quotes by street utilities committee only	
Concrete Sidewalk	Less than 10 m ²	\$183.60
Concrete Sidewalk	10 m ² to 25 m ²	\$163.20
Concrete Sidewalk	25 m ² to 50 m ²	\$142.80
Concrete Sidewalk	50 m ² or more	\$ 97.92
Exposed Agg Sidewalk	All	\$273.36
Concrete Crossing	All	\$204.00
Curb & Gutter	Less than 10 lm	\$275.40
Curb & Gutter	10 lm or more	\$214.20
Boulevards Top Soil & Seed	Less than 50 m ²	\$ 36.72
Boulevards Top Soil & Seed	50 m ² or more	\$ 20.40
Brick or Paver Sidewalks	All	\$357.00
Stamped Concrete	Quotes by street utilities committee only	
Unusual Damages/ At-Cost Repairs	Quotes / Actual Cost + Overhead	
Concrete Bus Slab - 12" Thick with Integral Curb & Slab		\$280.50
Concrete Thickened Sidewalk - 6"	All	\$204.00
Concrete Thickened Sidewalk - 10"	All	\$255.00
Asphalt/Concrete Pavement	0 m ² to less than 3 m ²	\$252.96
Asphalt/Concrete Pavement	3 m ² to less than 10 m ²	\$246.84
Asphalt/Concrete Pavement	10 m ² to 50 m ²	\$204.00
Asphalt/Concrete Pavement	50 m ² or more	\$170.34
Asphalt/Concrete Pavement - follow behind (Install of 5" Asphalt when concrete + cutback is done by Utility Group)		\$ 55.00
Brick / Paver / Stone Pavements	Quotes by street utilities committee only	
Asphalt/Concrete Pavement	Less than 10 m ²	\$173.40

ERF 302 all prior to June 9/08 Heavy Asphalt Pavement	100 m ² or more	\$ 63.24
ERF 106 all prior to Aug.1/06 Heavy Asphalt Pavement	0 m ² to 100 m ²	\$ 76.50
ERF 105 all prior to April 15/07 Light Asphalt Pavement	More than 100 m ²	\$ 46.92
ERF 104 all prior to Dec.31/05 Heavy Asphalt Pavement	3 m ² to 100 m ²	\$ 82.62
ERF 113 all prior to June 9/08		

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	\$52.06
6 - 10 years	\$41.65
11 - 15 years	\$31.24
16 - 20 years	\$20.83
21 years or greater	\$10.41

EXPLANATION

**Street Vending By-law amending By-law
regarding 2013 fees**

The attached By-law will implement Council's resolution of November 27, 2012, to amend the Street Vending By-law to increase certain fees for 2013.

Director of Legal Services
December 11, 2012

BY-LAW NO. _____

Yok

**A By-law to amend
Street Vending By-law No. 4781
regarding 2013 fees**

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

1. 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. This By-law is to come into force and take effect on January 1, 2013.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**Water Works By-law
regarding 2013 fee increases and
miscellaneous amendments regarding billing matters**

Enactment of the attached By-law will implement Council's resolution of November 27, 2012, respecting billing matters, billing cycles and new water rates, and fees to be effective from January 1, 2013.

Director of Legal Services
December 11, 2012



BY-LAW NO. _____

**A By-law to amend Water Works By-law No. 4848
regarding 2013 fee increases and
miscellaneous amendments regarding billing matters**

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

1. Council strikes out section 31(3), and substitutes:

“(3) Charges to new premises for water services listed in Schedule B commence on the expiration of the temporary construction period provided for in Section 6.

(4) Charges to new premises for un-metered fire service pipes listed in Schedule C commence on the date of installation of the service pipe.”

2. In section 32.3, Council strikes out “three” wherever it occurs, and substitutes “four”.

3. Council strikes out section 34, and substitutes:

“34. Non-Payment

34.1 Penalty for Non-Payment

Fees, rates, meter charges and other charges which are not paid in accordance with this by-law are subject to the following penalties:

(a) Fees, rates, meter charges and other charges which have been entered on the property tax roll in accordance with this by-law are subject to any applicable interest and penalty by-laws enacted by Council in the same manner as if such fees, rates and charges were general taxes within the meaning of such interest and penalty by-laws;

(b) Fees, rates, meter charges and other charges which are due and owing in accordance with section 31(2) of this by-law and remain unpaid are subject to a loss of discount, or a penalty of 5%, calculated on the balance outstanding at the close of day on the day the payment is due;

(c) Fees, rates, meter charges and other charges which are due and owing in accordance with sections 32.1 and 32.3 and remain unpaid are subject to a loss of discount, or a penalty of 5% , calculated on the balance outstanding at the close of day on the day the payment is due.

34.2 Shut-off for Non-payment

If fees, rates, meter charges and other charges are unpaid on a date 30 days after the date on which a penalty was added to those charges in accordance with section 34.1:

- (a) The Collector may serve notice on the customer demanding payment within 10 days of the date of the notice; and
- (b) If the customer fails to pay in accordance with the notice, the Collector may cause the water service to be shut off until the customer has paid:
 - (i) the amount owing plus any penalty,
 - (ii) the amount specified in the by-law for crew call out or water service shut off, and
 - (iii) any additional costs incurred by the city for capping the water service.”

4. Council strikes out section 35, and substitutes:

“35. Collection of Water Rates, Fees and Charges

35.1 Invoices for Water Rates, Fees and Charges

An invoice issued by the Collector for rates, meter charges, fees and other charges levied pursuant to this by-law must be paid by the customer within 30 days of the date of mailing of the invoice.

35.2. Insertion of Outstanding Water Rates, Fees and Charges on Tax Roll

If a customer fails to pay an invoice in accordance with this by-law, the Collector may cause the insertion in the property tax roll of any outstanding water rates, fees and charges as charges imposed with respect to the parcel upon which the water was used, or to which the water was made available for use.”

5. Council strikes out section 37, and substitutes:

“37. Charges for Shut off Service Pipes

Charges for shut off service pipes shall be as follows:

- (a) The charge for service pipes shut off for 90 days or less is:
 - (i) for metered services, the charge for metered services set out in Schedule E,
 - (ii) for unmetered fire lines, the charge for unmetered fire lines set out

- in Schedule C, and
 - (iii) for unmetered services, the charge set out in Schedule H for unmetered services; and
 - (b) The charge for services pipes shut off for more than 90 days is:
 - (i) for metered services, one half of the charge for metered services set out in Schedule E,
 - (ii) for unmetered fire lines, one half of the charge for unmetered fire lines set out in Schedule C, and
 - (iii) for unmetered services, the charge set out in Schedule H for unmetered services.”

6. Council repeals section 38, and substitutes:

“38. Meter Tests

Meter tests may be conducted, subject to the following provisions:

- (a) If a customer requests a meter test and pays the meter test fee in accordance with this by-law, the Collector may cause a meter to be tested for accuracy;
- (b) If a meter test indicates that the meter has an accuracy within 2% more or less of actual water consumption, the Collector must retain the meter test fee; and
- (c) If a meter test indicates that the meter does not have an accuracy of 2% more or less of actual water consumption, the Collector must:
 - (i) if the meter is under registering by more than 2%, retain the meter test fee and adjust the billing in accordance with section 43 of this By-law, and
 - (ii) if the meter is over registering by more than 2%, return or credit the meter test fee to the customer and adjust the billing in accordance with section 42 of this By-law.”

7. In section 39, Council strikes out section 39.2, and substitutes:

“39.2 If the Collector determines that the water consumption record for a property is inaccurate due to a missing, malfunctioning, damaged or broken meter, the Collector must estimate the actual water consumption by calculating the previous average water consumption, based on the current years consumption and up to two previous years consumption, or, if no consumption history exists, based on median consumption rates for similar properties, and must issue an invoice based on that calculation, which invoice must be for no more than twelve months’ estimated water consumption.

39.3 If the Collector determines that the water consumption record for a property is inaccurate due to removal of or tampering with an existing meter, the Collector must estimate the actual water consumption by calculating the previous average water consumption, based on the current years consumption and up to two previous years consumption, or, if no reliable consumption history exists, based on median consumption rates for similar properties, and the Collector must issue an invoice based on that calculation, which invoice must be for estimated water consumption for the entire period during which the meter was removed or tampered with, as determined by the Collector, and for all administrative costs directly incurred by the city in estimating consumption and repairing or replacing the meter.”

8. Council strikes out section 41, and substitutes:

“41 Change in Use, Occupancy or Property Served

The customer must notify the Collector in writing of any change in the use, occupancy, site served, or any similar matter which may affect the fees, rates, meter charges or other charges payable under this By-law.”

9. Council re-numbers sections 42, 43, and 44, as 44, 45, and 46 respectively.

10. After section 41, Council adds:

“42. Overpayments

The Collector may reimburse or refund overpayments to a customer if a change or recalculation results in a reduction in fees, rates, meter charges or other charges, subject to the following provisions:

- (a) the Collector must calculate the reduction or refund from the later of the date of receipt of notice or of the actual change,
- (b) the Collector must refund any overpayment for the current year and may refund overpayments for up to two years prior to the current year,
- (c) the Collector must not pay interest on refunds of overpayments; and
- (d) the Collector must not refund overpayments for any more than the two years prior to the current year.

43. Back Billing

The Collector must issue an invoice to a customer if any change or recalculation results in an increase in fees, rates, meter charges or other charges, subject to the provisions of section 39.3 and to the following provisions:

- (a) the Collector must calculate the increase in fees or charges from the actual

- date of the change or recalculation as determined by the Collector, and
- (b) the Collector must not back bill the customer for a period greater than twelve months, except in accordance with the provisions of section 39.3.”

11. In re-numbered section 45, Council strikes out the words “Section 37 of”.
12. In the Table of Contents, Council:
- (a) Opposite “34.”, strikes out “Penalties for Late Payment”, and substitutes “Non-Payment”;
 - (b) Opposite “35.”, strikes out “Collection of water rates and charges”, and substitutes “Collection of Water Rates, Fees and Charges”;
 - (c) Opposite “37.”, strikes out “Reduced Charges Where Service Pipes are Shut Off for More than Ninety Days”, and substitutes “Charges for Shut Off Service Pipes”;
 - (d) Opposite “38.”, strikes out “Testing of Meters”, and substitutes “Meter Tests”; and
 - (e) After “41.”, adds “ 42. Overpayments” and “43. Backbilling”, and re-numbers “42.”, “43.”, and “44.”, as “44.”, “45.”, and “46.” respectively.
13. Council repeals Schedules A to I inclusive of the Water Works By-law, and substitutes:

“SCHEDULE A: Flat Rate Connection Fees

<i>Service Pipe Size</i>	<i>Single-Family and Two- Family Dwelling with or without a Laneway House</i>
20 mm (3/4")	\$4,379.00
25 mm (1")	4,535.00
40 mm (1 ½")	5,400.00
50 mm (2")	6,065.00
<i>Service Pipe Size</i>	<i>Other Connections</i>
20 mm (3/4")	\$ 8,231.00
25 mm (1")	8,563.00
40 mm (1 ½")	9,881.00
50 mm (2")	9,881.00
100 mm (4")	14,287.00
150 mm (6")	17,671.00
200 mm (8")	19,297.00
300 mm (12")	27,156.00

**SCHEDULE A.1
Removal Fees**

Service Pipe Size

20 mm (3/4") to 50 mm (2") inclusive	\$ 1,034.00
100 mm (4") to 300 mm (12") inclusive	3,101.00

SCHEDULE B

Annual Flat Rate Service Charges for Residential Properties

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

Single-Dwelling Unit	\$528.00
Single-Family with suite or laneway house	716.00
Single-Family with suite and laneway house	904.00
For each strata title duplex	358.00

SCHEDULE C

Annual Flat Rate Service Charges for Unmetered Fire Service Pipes

Fire Service Pipe Size

50 mm (2") or smaller	\$206.00
75 mm (3")	308.00
100 mm (4")	425.00
150 mm (6")	490.00
200 mm (8")	575.00
250 mm (10")	610.00
300 mm (12")	654.00

SCHEDULE D
Charges for Metered Water Service

Four Month Period

*Rate In Dollars per
Unit (2,831.6 Litres)*

Rate for all metered uses

October 1 - May 31	Per unit	\$2.304
June 1 - September 30	Per unit	\$2.887

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")	\$ 28.00
25 mm (1")	28.00
40 mm (1 1/2")	65.00
50 mm (2")	88.00
75 mm (3")	199.00
100 mm (4")	242.00
150 mm (6")	315.00
200 mm (8")	488.00
250 mm (10")	598.00
300 mm (12")	709.00

Services with Low Head Loss Meters/Detector Check Valves

100 mm (4")	\$279.00
150 mm (6")	409.00
200 mm (8")	549.00
250 mm (10")	684.00
300 mm (12")	817.00

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	\$ 233.00
Over 500 but not exceeding	2,000	456.00
Over 2,000 but not exceeding	9,000	686.00
Over 9,000 but not exceeding	24,000	1,153.00
Over 24,000 but not exceeding	45,000	1,725.00
Over 45,000		2,289.00

SCHEDULE G
Fees for Installation of Water Meters

<i>Size of Standard Meter</i>	<i>Meter on City Property</i>	<i>Meter on Private Property</i>
20 mm (3/4")	\$ 3,011.00	\$ 476.00
25 mm (1")	3,147.00	549.00
40 mm (1 1/2")	3,430.00	732.00
50 mm (2")	3,546.00	1,011.00
75 mm (3")	12,375.00	2,233.00
100 mm (4")	13,533.00	3,391.00
150 mm (6")	44,197.00	7,190.00
200 mm (8")	45,457.00	8,601.00
250 mm (10")	61,414.00	17,335.00
300 mm (12")	67,906.00	23,827.00

SCHEDULE H
Miscellaneous Fees for Water Users

Cross Connection Control Administration Fees	
First Assembly	\$ 25.00
Additional Assembly	12.50
Charges when service pipes are shut off for more than 90 days for 15mm, 20mm or equivalent unmetered services, for each month or part thereof	2.00
Extra charge for inaccessible meter reading (per month)	45.00
Annual flat rate for air conditioning units drawing more than 28.4 litres per minute (fee per year)	300.00

Special Meter Reading (per occurrence)	75.00
Customer Requested Meter Test (deposit)	110.00

**SCHEDULE I
Miscellaneous Charges**

Charges for Returned Cheques	\$ 35.00
Residual Water Pressure Estimate Fee	
Original calculation	35.00
Additional copies for same location	10.00
Miscellaneous water information requests (per hour)	40.00
City Crew Call Out fee (normal working hours) (per occurrence)	50.00
City Crew Call Out fee (outside normal working hours) (per occurrence)	200.00
Frozen pipe thawing request	
Deposit	90.00
Fee to thaw frozen pipe	at cost
Water Service Shut Off or Turn On request (per occurrence)	50.00"

14. 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.

15. This By-law is to come into force and take effect on the date of enactment, except for section 13 which is to come into force and effect on January 1, 2013.

ENACTED by Council this day of , 2012

Mayor

City Clerk

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 4350 Oak Street**

After a public hearing on February 27, March 1, March 27, April 4 and April 5, 2012, Council approved an application to delete the captioned property, zoned CD-1, from Schedule A to the Subdivision By-law. The attached By-law implements Council's resolution.

Director of Legal Services
December 11, 2012

4350 Oak Street



BY-LAW NO. _____

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

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

1. Council amends Schedule A to the Subdivision By-law, in accordance with the plan labelled Schedule A and attached to and forming part of this By-law, by deleting therefrom the property shown in black outline on Schedule A to this By-law, in accordance with the explanatory legends, notations, and references incorporated therein.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 4837 - 4861 Cambie Street**

Enactment of the attached By-law will delete 4837 - 4861 Cambie Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of July 19, 2012 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
December 11, 2012

4837 - 4861 Cambie Street

iph BY-LAW NO. _____

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

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

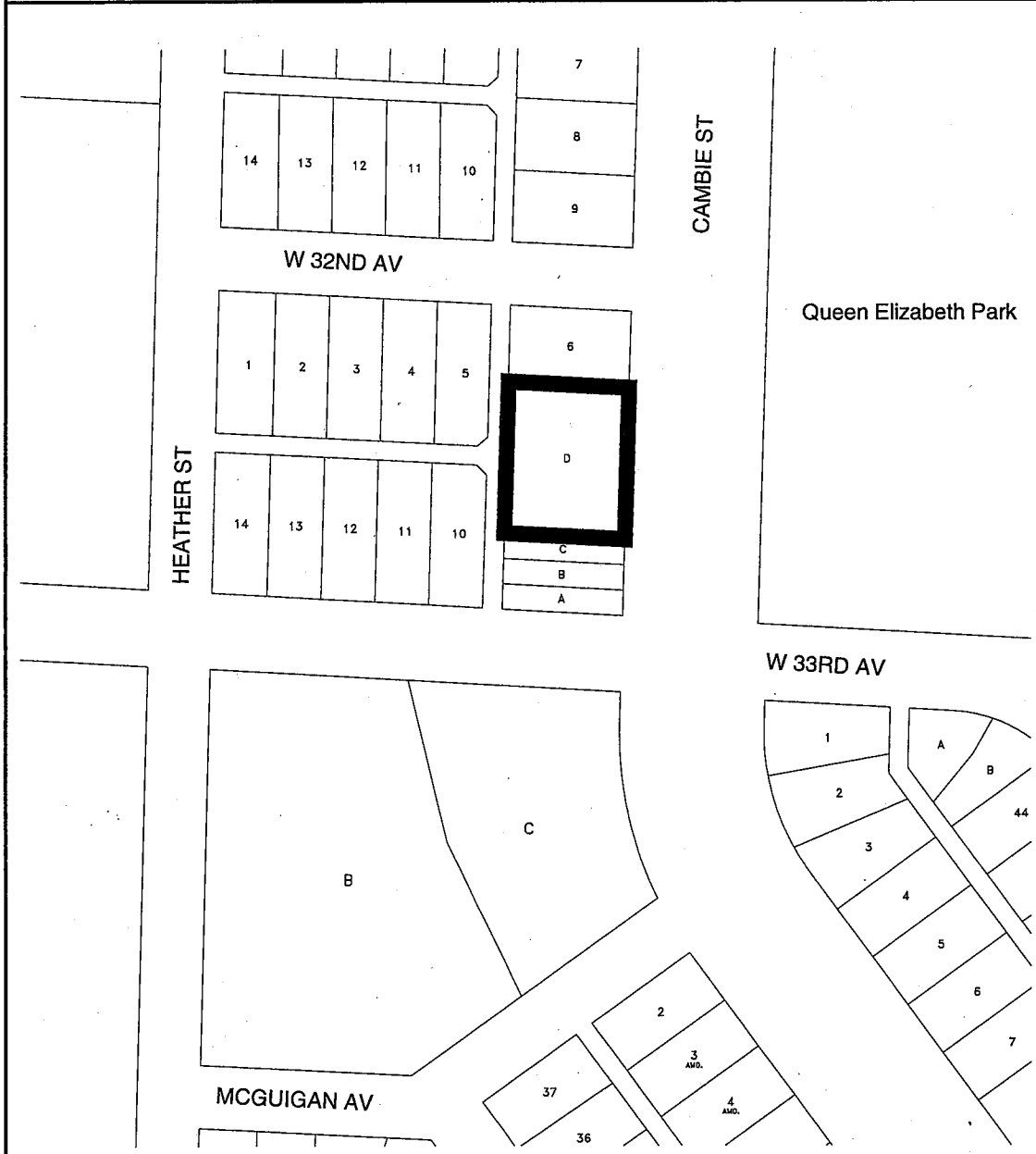
1. Council amends Schedule A to the Subdivision By-law, in accordance with the plan labelled Schedule A and attached to and forming part of this By-law, by deleting therefrom the property shown in black outline on Schedule A to this By-law, in accordance with the explanatory legends, notations, and references incorporated therein.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The property outlined in black (**█**) is deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

4837-4861 Cambie Street

map: 1 of 1
scale: NTS



City of Vancouver

date: 2012-11-21

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 2215 East Hastings Street**

The Director of Planning approved Development Permit Application DE415144 subject to a number of prior-to conditions, including that the applicant enter into a Housing Agreement for 2215 East Hastings Street and subject to Council approval of such an agreement, prior to issuance of the Development Permit. The Director of Planning required that Housing Agreement to include arrangements satisfactory to the Managing Director of Social Development and the Director of Legal Services, to secure 37 residential units as rental for 60 years or the life of the building, whichever is greater, to prohibit separate sales and subdivision by strata plan, and to require such units being made available as rental housing pursuant to the Short Term Incentives for Rental Housing (STIR) Program. This Housing Agreement is consistent with those conditions and it has been accepted and signed by the applicant and its mortgagee, and the City now seeks enactment of the same as a by-law as contemplated by section 565.2 of the *Vancouver Charter*. Enactment of the attached By-law will complete the process to implement the Director of Planning's resolution regarding a Housing Agreement.

Director of Legal Services
December 11, 2012

2215 East Hastings Street

Yph BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 2215 East Hastings 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 described as:

Lot A
Block 41
District Lot 184
Group 1
New Westminster District Plan EPP24907

in substantially the form and substance of the Housing Agreement attached to this By-law, 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 _____, 2012

Mayor

City Clerk

Schedule A

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 11 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

Lot A Block 41 District Lot 184 Group 1 New Westminster
District Plan EPP24907

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument, Pages 1 - 10	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BB133596	Page 11	Transferee

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
(c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S)/CHARGEHOLDER(S):*

SUNRISE HEIGHTS PROPERTIES CORP. (Inc. No. BC0797922)
CORUS HOLDINGS LTD. (Inc. No. BC0803064) (as to priority)

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

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

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			Party(ies) Signature(s)
	Y	M	D	
<hr/>	12			SUNRISE HEIGHTS PROPERTIES CORP. , by its authorized signatory(ies): <hr/> Signature and print name: <hr/> Signature and print name:
<hr/> Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	12			CITY OF VANCOUVER by its authorized signatory: <hr/> Francis Connell/Yvonne Liljefors

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (as to both signatures)	12			CORUS HOLDINGS LTD. by its authorized signatory(ies): <hr/> Signature and print name: <hr/> Signature and print name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that your 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

TERMS OF AGREEMENT - PART 2

**STIR HOUSING AGREEMENT
2215 East Hastings Street**

WHEREAS:

- A. The Transferor, Sunrise Heights Properties Corp. (as more particularly defined in Section 1.1, the "Owner"), is the registered and beneficial owner of, and intends to develop a mixed use commercial/residential development on, the Lands;
- B. The Owner wishes to qualify, pursuant to the City's Short Term Incentives for Rental ("STIR") program, for a waiver of the development cost levies that would otherwise be payable by the Owner in respect of the Designated Units;
- C. To accomplish the foregoing objectives, the Owner made an application to the Transferee, the City, to redevelop the Lands pursuant to development permit application DE415144 with a four-storey mixed-use commercial/residential building containing retail store use on the ground floor, 37 rental dwelling units on the second through fourth floors and one level of underground parking accessed from the lane north of East Hastings Street, and the City has conditionally approved the said development;
- D. Among the City's conditions precedent to issuance of the Development Permit is a requirement that the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to secure the Designated Units as rental for 60 years or the life of the Building, whichever is greater, subject to a no separate-sales covenant and a non-stratification covenant, and subject to such rentals being made available as rental housing units pursuant to the STIR program;
- E. In order to qualify for the STIR Program, the Owner must:
- (i) satisfy the City Manager that the Designated Units qualify as For-Profit Affordable Rental Housing;
 - (ii) register against title to the Lands, a legal instrument satisfactory to the Director of Legal Services as to form, substance and priority of registration, restricting the tenure of the Designated Units to rental only for the life of the Building or 60 years, whichever is longer, or such other term as the City and the Owner may agree; and
 - (iii) comply with all other City-imposed conditions applicable; and
- F. The City Manager has concluded that the Designated Units qualify, or will qualify when the Building is completed, as For-Profit Affordable Rental Housing and the Owner is entering into this Agreement to satisfy the other pre-conditions to eligibility for a waiver of the subject development cost levies otherwise applicable.

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, in satisfaction of the requirements of Section 3.1 of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the Buildings:

1. **Definitions.** In this Agreement the following terms have the definitions now given:
 - (a) **"Agreement"** means this STIR housing agreement and building use covenant, including the foregoing recitals;
 - (b) **"Building"** means any building or structure on the Lands (other than temporary buildings or structures on the Lands during the period of, and required for the purposes of, construction) used, occupied or constructed on the Lands at any time following the date this Agreement is fully executed, and includes and any other building or structure used, occupied or constructed on the Lands to replace and such building, and any portion of any such building or structure; and **"Buildings"** means all such buildings and structures;
 - (c) **"Building Permit"** means any building permit issued by the City authorizing the building of a Building as contemplated by the Development Permit;
 - (d) **"City"** means the Transferee, the municipality of the City of Vancouver continued under the *Vancouver Charter*;
 - (e) **"City Manager"** means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
 - (f) **"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;
 - (g) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
 - (h) **"Designated Units"** means all Residential Units contained within the Building, being 37 such Units or such other number as may be required by the Development Permit, together with all related common service and amenity areas and systems, subject to final approval by the City as to form and contents, and **"Designated Unit"** means any one of them;
 - (i) **"Development Permit"** means any development permit issued by the City authorizing the development on the Lands pursuant to development permit application DE415144;
 - (j) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
 - (k) **"For-Profit Affordable Rental Housing"** means three or more new dwelling units in the same building or project, determined by the City Manager under Section 3.1 of the Vancouver DCL By-law to be affordable, but does not include alterations of or extensions to such units, where "determined by the City Manager" means which the

City Manager, after considering the finishing, size, location and other design consideration and proposed rents, considers to be affordable; and “**For-Profit Affordable Rental Housing Unit**” means any one of such units;

- (l) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, c.250, and amendments thereto and re-enactments thereof;
- (m) “**Lands**” means the parcel described in Item 2 in the Form C attached hereto;
- (n) “**Losses**” means all damages, losses, costs, actions, causes of action, claims, demands, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (o) “**Managing Director of Social Development**” means the chief administrator from time to time of the City’s Social Development Department and his/her successors in function and their respective nominees;
- (p) “**Occupancy Permit**” means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (q) “**Owner**” means the registered and beneficial owner of the Lands, being Sunrise Heights Properties Corp. as of the Commencement Date, and includes any and all of the its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (r) “**Replacement Designated Unit**” is defined in Section 2(b);
- (s) “**Residential Unit**” means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (t) “**STIR**” is defined in Recital B;
- (u) “**Term**” means the term of this Agreement, which will commence on the Commencement Date and will end on:
 - (i) the 60 year anniversary of that commencement date; or
 - (ii) the date as of which the Building is demolished or substantially destroyed, whichever occurs later;
- (v) “**Vancouver DCL By-law**” means the City’s Vancouver Development Cost Levy By-law No. 9755 as amended from time to time, as in force and effect as of the reference date of this Agreement; and
- (w) “**Vancouver Charter**” means the *Vancouver Charter* S.B.C. 1953, c.55, as amended or replaced from time to time.

2. Use of Lands and Buildings. The Owner covenants and agrees with the City that, during the Term:

- (a) the Lands and the Buildings shall not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Designated Units shall be used only for the purpose of providing For-Profit Affordable Rental Housing, and if the Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) shall also contain not less than the same number and type of replacement Designated Units as the Building formerly contained, which replacement Designated Units shall also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Designated Unit hereinafter referred to as a “**Replacement Designated Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (c) it will not rent or sublet, nor will it allow to be rented or sublet, any Designated Units (or Replacement Designated Unit, as applicable) for a term of less than 30 consecutive days;
- (d) it will not suffer, cause or permit, beneficial or registered title to any of the Designated Units (or any Replacement Designated Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Designated Units (or each Replacement Designated Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and subject to Section 19;
- (e) it will not suffer, cause or permit, the Building (or any replacement building(s) on the Lands) or any part thereof, to be subdivided by subdivision plan or strata plan; and
- (f) that any sale of any Designated Unit (or any Replacement Designated Unit, as applicable) in contravention of the covenant in Section 2(d), and any subdivision of the Buildings (or any replacement building(s) on the Lands) or any part thereof, in contravention of the covenant in Section 2(e), 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.

3. Construction of Designated Units. The Owner shall construct, fit and finish the Designated Units in accordance with the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City.

4. Occupancy Permit Hold. The Owner agrees that:

- (a) no Building will be used or occupied except as follows:
 - (i) the Owner will not apply for an Occupancy Permit in respect of, and will not suffer or permit the occupation of, any Building and will take no action, directly or indirectly, to compel the issuance of an Occupancy Permit for such Building; and

- (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any Building, notwithstanding completion of construction of any such Building;

until such time as the Building has been constructed and completed to the satisfaction of the City, all in accordance with the provisions of this Agreement; and

- (b) without limiting the general scope of Section 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 Section 4.

5. Record Keeping. The Owner shall keep accurate records pertaining to the use and rental of the Designated Units (and any Replacement Designated Unit, as applicable) as For-Profit Affordable Rental Housing, such records to be to the satisfaction of the City Manager. At the request of the City Manager, from time to time, the Owner shall make these records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure.

6. Repair, Maintain and Insure. The Owner shall keep and maintain the Building (or any replacement building(s) on the Lands) and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and shall insure it to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands. If the Building or any part thereof is damaged, the Owner shall promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

Prior to the issuance of an occupancy permit for the Building or any part thereof, the Owner shall provide the City with such proof of the insurance required to be taken out pursuant to this Section 6, in form and substance satisfactory to the City. Thereafter and throughout the Term, forthwith upon request by the City, the Owner shall provide the City with similar proof of insurance.

7. Substantial or Complete Destruction. In the event of the substantial or complete destruction or demolition of the Building prior to the 60 year anniversary of the date when this Agreement has been executed by all parties to it, the Owner shall promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) shall be subject to the same use restrictions as the Building pursuant to this Agreement for the duration of the Term.

8. 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.

9. Release and Indemnity. The Owner hereby releases, and agrees to indemnify and save harmless, the City and all City Personnel for and from any Losses suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/all City Personnel, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.

10. 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 set forth below. Any such notice, demand or request will be deemed given:

- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third (3rd) day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (b) if personally delivered, on the date when delivered.

If to the City, addressed to:
 City of Vancouver
 453 West 12th Avenue
 Vancouver, British Columbia
 V5Y 1V4

Attention: Managing Director of Social Development
 with copy to Director of Legal Services

If to the Owner, addressed to:
 Sunrise Heights Properties Corp.
 4701 Hastings Street
 Burnaby, British Columbia V5C 2K8

Attention: President

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.

11. No Liability. The parties agree that the Owner will not be liable for breaches of or non-observance or non-performance of covenants and agreements herein occurring as the same relate to the Lands or any portion of the Lands after it has ceased to be the registered and beneficial owner of the Lands or any portion of the Lands, but the Owner will remain liable after ceasing to be the registered and beneficial owner of the Lands or any portion of the Lands for all breaches of and non-observance and non-performance of covenants and agreements herein as the same relate to the Lands or any portion of the Lands that occur prior to the Owner ceasing to be the registered and beneficial owner of such portion.

12. 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 always to Sections 2(d), 2(e) and 2(f).

13. 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.

14. 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.

15. 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* as amended from time to time 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 Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

16. 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.

17. 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 charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

18. 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.

19. Sale of Lands or Buildings. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the Buildings or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2(d), (e) and (f), the Owner shall cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee shall agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 18 shall apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

20. Date of Agreement. This Agreement is dated for reference November 15, 2012.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charge"** means the Mortgage registered under number BB133596;
- (b) **"Existing Chargeholder"** means Corus Holdings Ltd.;
- (c) **"New Charge"** means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Lands in priority to the Existing Charge in the same manner and to the same effect as if the Owner had granted the New Charge, and it had been registered against title to the Lands, prior to the grant or registration of the Existing Charge or the advance of any money under the Existing Charge.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

END OF DOCUMENT

EXPLANATION**Water Shortage Response By-law amending By-law
Re: Housekeeping amendments**

The attached housekeeping By-law removes the references to orders and directions in the penalty sections of the by-law, but retains the reference to notices. This amendment is necessary because the By-law provides for the issuance of notices, but not for the issuance of orders or directions.

Director of Legal Services
December 11, 2012

epk BY-LAW NO. _____

**A By-law to amend Water Shortage Response By-law No. 8912
regarding housekeeping amendments**

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

- 1. This By-law amends the indicated provisions of the Water Shortage Response By-law.
- 2. In subsection 6.1 (c), Council strikes out the words “an order, direction, or” wherever they occur, and substitutes “a” in each case.
- 3. In section 6.2, Council strikes out the words “any order, direction, or”, and substitutes “a”.
- 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 _____, 2012

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 605-645 West 41st Avenue**

After the public hearing on October 19, 2010, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 605-645 West 41st Avenue. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
December 11, 2012

605-645 West 41st Avenue



BY-LAW NO. _____

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

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

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-625 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (542).

2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (542) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Seniors Supportive or Assisted Housing; and
- (b) Accessory Uses customarily ancillary to any of the uses listed in this section 2.2.

Floor area and Density

3.1 Computation of floor space ratio must assume that the site consists of 3 312 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 The floor space ratio for all permitted uses must not exceed 2.18.

3.3 Computation of floor space ratio must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, above and below ground level, measured to the extreme outer limits of the building; and

- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

3.4 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided;
- (b) patios and roof gardens if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are:
 - (i) at or below base surface, or
 - (ii) above the base surface, and, if developed as off-street parking, located in an accessory building situate in the rear yard,except that:
 - (iii) the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including day care facilities, recreation facilities, and meeting rooms, except that the exclusion must not exceed, in aggregate, 10% of the permitted floor area;
- (e) areas of undeveloped floors located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (f) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (g) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit there will be no exclusion for any of the residential storage space above base surface for that unit;

- (h) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause shall not apply to walls in existence prior to March 14, 2000; and
- (i) with respect to exterior:
 - (i) wood frame construction walls greater than 152 mm thick that accommodate RSI 3.85 (R-22) insulation, or
 - (ii) walls other than wood frame construction greater than 152 mm thick that meet the standard RSI 2.67 (R-15),

the area of such walls that exceeds 152 mm to a maximum exclusion of 51 mm of thickness for wood frame construction walls and 127 mm of thickness for other walls, except that this clause is not to apply to walls in existence before January 20, 2009. A registered professional must verify that any wall referred to in subsection (ii) meets the standards set out therein.

3.5 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board, enclosed residential balconies if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:

- (a) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided, and
- (b) enclosure of the excluded balcony floor area must not exceed 50%.

Building height

4. The building height must not exceed 20.2 m measured from base surface.

Horizontal angle of daylight

5.1 Each habitable room must have at least one window on an exterior wall of a building which complies with the following:

- (a) the window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, shall be unobstructed over a distance of 24.4 m; and
- (b) the plane or planes must be measured horizontally from the centre of the bottom of the window.

5.2 For the purpose of calculating horizontal angle of daylight, the following must be considered as obstructions:

- (a) the maximum size building permitted on any adjoining sites; and
- (b) part of the same building including permitted projections.

5.3 A habitable room referred to in section 5.1 does not include:

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

5.4 The Development Permit Board or the Director of Planning may relax the horizontal angle of daylight requirements of section 5.1, if the Development Permit Board or the Director of Planning first considers all applicable policies and guidelines adopted by Council and if a minimum distance of 3.7 m of unobstructed view is maintained.

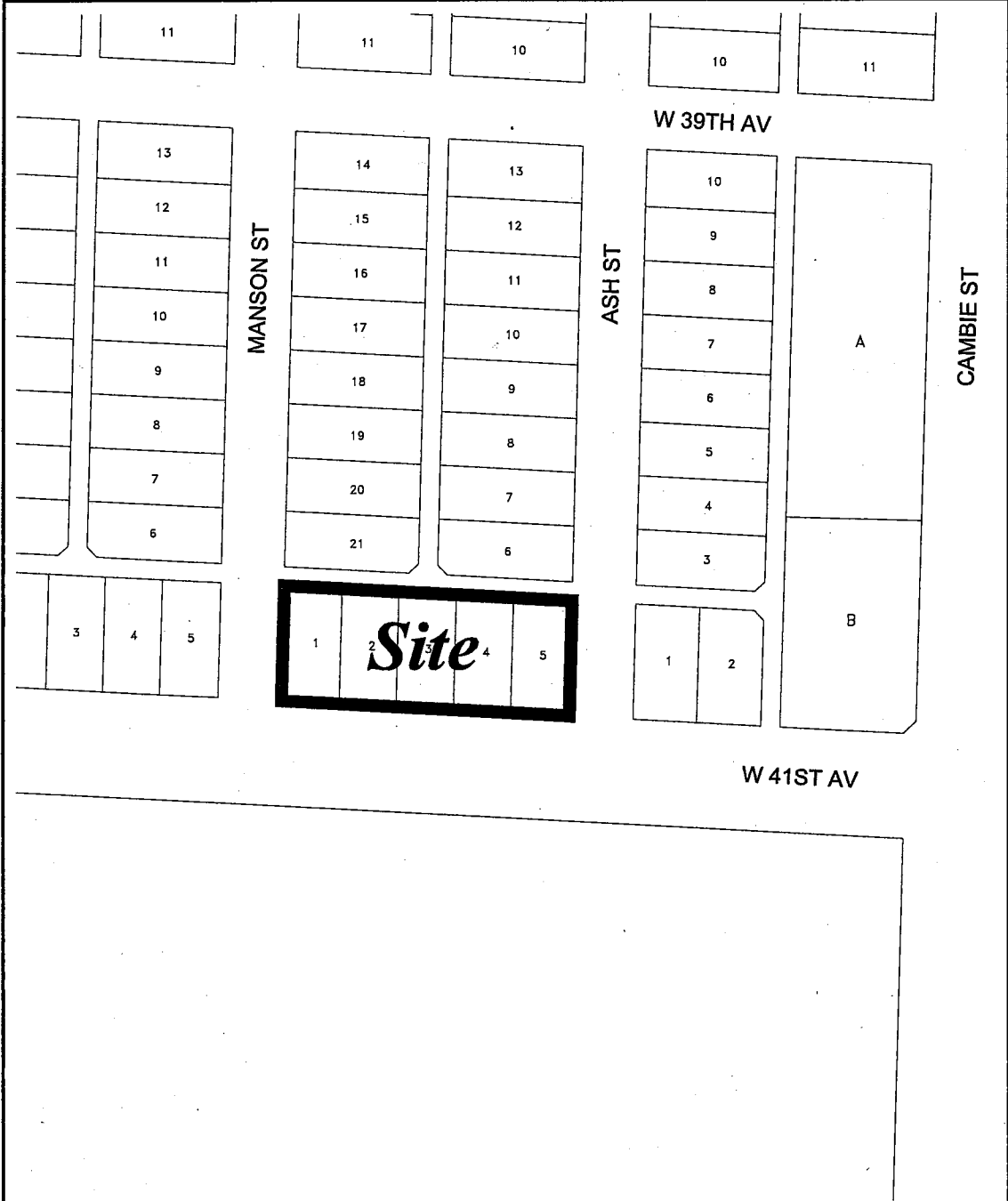
Parking and bicycle spaces

6. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations and exemptions in, the Parking By-law, of off-street parking spaces and bicycle spaces, all as defined under the Parking By-law.

Acoustics

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

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



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

Z-625 (a)

RZ - 605-645 West 41st Avenue

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2010-09-28

EXPLANATION

**Sewer and Watercourse By-law
Amending by-law regarding housekeeping**

Enactment of the attached By-law will remove two redundant definitions from the By-law.

Director of Legal Services
December 11, 2012

ABF

BY-LAW NO. _____

A By-law to amend
Sewer and Watercourse By-law No. 8093
for housekeeping purposes

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

1. This By-law amends the indicated provisions of the Sewer and Watercourse By-law No. 8093:
2. Council hereby amends section 1.2, by deleting each of the following definitions:

““GVS&DD By-law” means the “Sewer Use By-law No. 164” enacted by the Greater Vancouver Sewerage and Drainage District pursuant to the *Waste Management Act* and the *Greater Vancouver Sewerage and Drainage District Act* on June 27, 1990;”

and

““standard methods” means the analytical and examination procedures set forth in the 20th edition (1999) of “Standard Methods for the Examination of Water and Wastewater” published by the American Public Health Association, American Water Works Association and the Water Pollution Control Federation;”.
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 upon adoption.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk