

**EXPLANATION****Solid Waste By-law No. 8417  
amending By-law regarding,  
2014 rates and miscellaneous amendments**

On December 17, 2013, Council approved amendment of the By-law to support the existing solid waste program, and to clarify the By-law, and to change rates for 2014. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 17, 2013



BY-LAW NO. \_\_\_\_\_

**A By-law to amend Solid Waste By-law No. 8417  
regarding 2014 Fees, garbage 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) in the definition of “asbestos” Council strikes out “1%” and substitutes “0.5%”;
  - (b) in the appropriate alphabetical order, Council adds:

“ “Clean wood waste” means solid wood, plywood, particle board or oriented Strand Board that is not painted, stained or treated with chemicals,”; and
  - (c) Council strikes out the definition of “excess producer” and substitutes:

“ “excess producer” means an owner or occupier who produces more garbage than can be accommodated in the garbage can or cart which the owner has requested or pays for,”.
3. Council strikes out section 3.1 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) The City Engineer may determine the type and frequency of solid waste services and may provide different levels and types of service for different classes of premises and for different areas of the city.
  - (4) The City Engineer may require that the delivery of solid waste services to a property be increased if, in the opinion of the City Engineer, the owner or occupier of a property is an excess producer of solid waste.
  - (5) Despite the provisions of subsection (1), the City Engineer may provide solid waste services to certain residential and non-residential properties or areas within city boundaries or beyond city boundaries, by separate agreement, subject to Council approval.”

4. Council strikes out section 3.4
5. In section 4.1, Council strikes out “*Additional Garbage Service*” and substitutes “*Optional Garbage Service*”.
6. Council strikes out section 4.2(2) and substitutes:

“(2) *Additional Garbage Cart Service*

(a) Additional garbage service requested by owner

The owner of residential or non-residential property may apply in writing to the City Engineer for additional garbage cart service or for other additional solid waste services, 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.

(b) Additional garbage service required by the City Engineer

The City Engineer may require the owner of residential or non-residential property to use additional garbage cart service or other additional solid waste services if, in the opinion of the City Engineer, the owner or occupier is an excess producer.

(c) Rates for Additional Service added to Tax Roll

If additional garbage cart service or other additional solid waste services are provided, either at the request of an owner, or as required by the City Engineer, the Director of Finance shall enter the additional rates on the real property tax roll for the property to which the rates apply. ”

7. Council strikes out sections 4.2(5) and 4.2(6) and substitutes:

“(5) *Responsibilities of owner or occupier*

The owner or occupier of premises to which the City provides garbage cart service:

- (a) must maintain garbage carts in a clean and sanitary condition;
- (b) must not dispose of source-separated organic waste in a garbage cart;
- (c) must ensure that the cover of a garbage cart remains completely closed at all times, except when it is necessary to open the cover to dispose of solid waste;
- (d) must not fill a garbage cart to a gross weight greater than the applicable weight on the following table:

Garbage cart size	Maximum gross weight
75 litres	30 kg
120 litres	50 kg
180 litres	75 kg
240 litres	100 kg
360 litres	150 kg

- (e) must not fill a garbage cart so that the cover can not be completely closed;
- (f) must not fill a garbage cart so that the contents cannot be completely emptied;
- (g) must not suffer, permit or allow the contents to overflow, fall out of or leak from a garbage cart; and
- (h) must return a garbage cart to the city upon request.”

8. Council renumbers section 4.2(7) as 4.2(6).

9. In section 6.4, Council strikes out the words “apartments and” wherever they appear, and substitutes “apartments, rental apartments and”.

10. Council strikes out section 10.3 and substitutes:

**“10.3 Adjustment of Charges for Change in Use**

(1) *Responsibility of owner*

An owner shall notify the Director of Finance in writing of any change of use of the premises or any other matter which affects the rates payable under this By-law.

(2) *Timing of rate reduction for change in use*

A reduction in rates resulting from a change in use of the premises or any other matter will commence on the later of the date of receipt by the Director of Finance of written notice from the owner, or the date on which the change actually occurs, as determined by the Director of Finance.

(3) *Timing of rate increase for change in use*

An increase in rates resulting from a change in use of the premises or any other matter will commence on the date on which the change actually occurs, as determined by the Director of Finance.

(4) *Limits on refund of payment in advance for change in use*

The Director of Finance may reimburse or refund overpayments resulting from reduction of rates due to a change in use of the premises, subject to the following provisions:

- (a) the Director of Finance must calculate the reduction or refund from the later of the date of receipt of notice or the actual change, as determined by the Director of Finance;
- (b) The Director of Finance must refund any overpayment for the current year and may refund overpayments for a maximum of two years prior to the current year; and
- (c) No interest shall be paid on refunds.”

11. Council rennumbers sections 10.4A, 10.5, 10.6 and 10.7 as 10.5, 10.6, 10.7 and 10.8 respectively.

12. In Schedule A I., Council:

- (a) in the first paragraph, strikes out “solid waste and yard waste” and substitute “solid waste, yard waste and clean wood waste”;
- (b) in the table, strikes out the title “solid waste and yard waste” and substitutes “solid waste, yard waste and clean wood waste”;
- (c) in the first column of the last row of the table, strikes out “Yard waste” and substitutes “Yard waste and clean wood waste”;
- (d) in second column of the last two rows of the table strikes out “107” “63” and substitutes “108” and “65” respectively; and
- (e) strikes out the words “Where any load of solid waste or yard waste” and substitutes “Where any load of solid waste, yard waste or clean wood waste”.

13. In Schedule A II., Council changes the rate for compost by striking out “20” and “10” and substituting “16” and “5” respectively.

14. In Schedule B, Council:

- (a) Council strikes out the table in I.B. and substitutes:

“

Garbage Cart Size	Biweekly Collection Rate	Weekly Collection Rate
75 litres	\$71	\$92
120 litres	\$83	\$105
180 litres	\$98	\$122

Garbage Cart Size	Biweekly Collection Rate	Weekly Collection Rate
240 litres	\$113	\$139
360 litres	\$144	\$173

(b) Council strikes out section II.B and substitutes:

“B. Garbage Can Rates

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

biweekly collection ..... \$52.00  
weekly collection ..... \$71.00

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

biweekly collection ..... \$52.00  
weekly collection ..... \$71.00

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

biweekly collection ..... \$26.00  
weekly collection ..... \$29.00

(c) In section IV.A, Council changes basic recycling rates by striking out “32.00”, “24.00” and “8.00” and substituting “\$27.00”, “20.00” and “7.00” respectively;

(d) Council strikes out the table for green cart rates and substitutes:

“

Size of green cart	Rate
120 litres	\$96
180 litres	\$113
240 litres	\$130
360 litres	\$163

”

15. In Schedule G, Council:

- (a) strikes out 3.e. and substitutes “e. Lighting equipment, parts and bulbs.”;
- (b) strikes out 3.f. and substitutes “f. Thermostats, smoke detectors, alarm systems and heating regulators.”;

(c) strikes out 3.g. and substitutes “g. Appliances, tools, toys, medical devices, leisure and sports equipment.”; and

(d) strikes out 3.h.

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, 2014.

ENACTED by Council this      day of      , 2013

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Mayor

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City Clerk

**EXPLANATION**

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

On December 17, 2013, Council resolved to amend the Energy Utility System By-law to establish updated Levies and Charges effective January 1, 2014. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 17, 2013



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 <sup>2</sup> 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 <sup>2</sup>	\$1.50
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**PART 2 - Monthly levy**

Class 1 - SEFC residential or mixed use residential building	\$0.500 per m <sup>2</sup>
Class 2 - Residential or mixed use residential building located outside SEFC	\$7.510 per KW of peak heat energy demand
Class 3 - Non-residential building	\$7.510 per KW of peak heat energy demand

**PART 3 - Monthly charge**

Monthly charge	\$41.973 per MW per hour
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**PART 4 - Credit**

Credit for heat energy returned to energy transfer station	\$41.973 per each MW per hour multiplied by 50%
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3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2014.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor


\_\_\_\_\_  
City Clerk

**EXPLANATION**

**Sewer and Watercourse By-law  
Amending by-law regarding 2014 fees**

Enactment of the attached By-law will implement Council's resolution of December 17, 2013, respecting new sewer and watercourse rates, and fees to be effective from January 1, 2014.

Director of Legal Services  
December 17, 2013

 BY-LAW NO. \_\_\_\_\_

**A By-law to amend  
Sewer and Watercourse By-law No. 8093  
regarding 2014 fee increases**

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

1. 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	\$ 8,526.00
2.	Public sewer connection, other than One-Family or Two-Family Dwellings with or without a Laneway House:	
	a) 4 inch/100 mm diameter	\$ 11,859.00
	b) 6 inch/150 mm diameter	\$ 14,314.00
	c) 8 inch/200 mm diameter	\$ 16,193.00
	d) 10 inch/250 mm diameter	\$18,681.00
	e) 12 inch/300 mm diameter	\$21,227.00
	f) 15 inch/375 mm diameter	\$23,737.00
	g) greater than 15 inch/375 mm diameter pursuant to Sentence 2.7(2)	\$23,737.00
	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)	\$ 4,425.00
5.		New fitting on a single sewer pursuant to Sentence 2.7(4)	\$ 1,950.00
6.		Inspection of a plumbing system, subsoil drainage pipes, and a building sewer	\$ 278.00

**PART III**

**FLAT RATES  
FOR UNMETERED PROPERTY**

Single Family Dwelling	\$297.00
Single Family Dwelling with Suite	\$400.00
Single Family Dwelling with Laneway House	\$400.00
Single Family Dwelling with Suite and Laneway House	\$504.00
Strata Duplex (per dwelling unit)	\$201.00
2 Services, 1 Lot	\$592.00
3 Services, 1 Lot	\$888.00
4 Services, 1 Lot	\$1,185.00
Parking Lot/Garden	\$168.00

**PART IV**

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

Other Property	\$168.00
Turned Off, 1 Service	\$168.00
Turned Off, 2 Services	\$168.00
Turned Off, 3 Services	\$168.00

**PART V**

**UNIT-BASED RATES FOR METERED PROPERTY**

Metered Property Rate	\$1.906
Waste Discharge Permit User Rate	\$0.6211

**PART VI**

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

For the discharge of contaminated groundwater, pursuant to Section 7.11 (per cubic metre)	\$0.87
For the disposal of ship wastewater, pursuant to Section 7.12 (per cubic metre)	\$0.87
For discharges by Utilities, pursuant to Section 7.13 (per manhole connected)	\$228

2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on January 1, 2014.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION****Water Works By-law  
regarding 2014 fee increases**

Enactment of the attached by-law will implement Council's resolution of December 17, 2013 respecting new water rates and fees to be effective from January 1, 2014.

Director of Legal Services  
December 17, 2013

 BY-LAW NO. \_\_\_\_\_

**A By-law to amend Water Works By-law No. 4848  
regarding 2014 fee increases**

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

1. 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")	\$4,467.00
25 mm (1")	4,626.00
40 mm (1 1/2")	5,508.00
50 mm (2")	6,166.00

<i>Service Pipe Size</i>	<i>Other Connections</i>
20 mm (3/4")	\$ 8,396.00
25 mm (1")	8,734.00
40 mm (1 1/2")	10,079.00
50 mm (2")	10,079.00
100 mm (4")	14,573.00
150 mm (6")	18,024.00
200 mm (8")	19,683.00
300 mm (12")	27,699.00

**SCHEDULE A.1  
Removal Fees**

<i>Service Pipe Size</i>	
20 mm (3/4") to 50 mm (2") inclusive	\$ 1,055.00
100 mm (4") to 300 mm (12") inclusive	3,163.00



**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	\$546.00
Single-Family with suite or laneway house	741.00
Single-Family with suite and laneway house	936.00
For each strata title duplex	371.00

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

*Fire Service Pipe Size*

50 mm (2") or smaller	\$210.00
75 mm (3")	314.00
100 mm (4")	434.00
150 mm (6")	500.00
200 mm (8")	587.00
250 mm (10")	622.00
300 mm (12")	667.00

**SCHEDULE D**  
**Charges for Metered Water Service**

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

October 1 - May 31	Per unit	\$2.385
June 1 - September 30	Per unit	\$2.988

**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")	\$ 29.00
25 mm (1")	29.00
40 mm (1 1/2")	66.00
50 mm (2")	90.00
75 mm (3")	203.00
100 mm (4")	247.00
150 mm (6")	321.00
200 mm (8")	498.00
250 mm (10")	610.00
300 mm (12")	723.00

*Services with Low Head Loss Meters/Detector Check Valves*

100 mm (4")	\$285.00
150 mm (6")	417.00
200 mm (8")	560.00
250 mm (10")	698.00
300 mm (12")	833.00

**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	\$ 241.00
Over 500 but not exceeding	2,000	472.00
Over 2,000 but not exceeding	9,000	710.00
Over 9,000 but not exceeding	24,000	1,193.00
Over 24,000 but not exceeding	45,000	1,785.00
Over 45,000		2,369.00

**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")	\$ 3,071.00	\$ 486.00
25 mm (1")	3,210.00	560.00
40 mm (1 1/2")	3,499.00	747.00
50 mm (2")	3,617.00	1,031.00
75 mm (3")	12,623.00	2,278.00
100 mm (4")	13,804.00	3,459.00
150 mm (6")	45,081.00	7,334.00
200 mm (8")	46,366.00	8,773.00
250 mm (10")	62,642.00	17,682.00
300 mm (12")	69,264.00	24,304.00

**SCHEDULE H**  
**Miscellaneous Fees for Water Users**

<b>Cross Connection Control Administration Fees</b>	
First Assembly	\$ 26.00
Additional Assembly	13.00
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)	46.00
Annual flat rate for air conditioning units drawing more than 28.4 litres per minute (fee per year)	306.00
Special Meter Reading (per occurrence)	100.00
Customer Requested Meter Test (deposit)	112.00

**SCHEDULE I**  
**Miscellaneous Charges**

Charges for Returned Cheques	\$ 35.00
Residual Water Pressure Estimate Fee	
Original calculation	36.00
Additional copies for same location	10.00
Miscellaneous water information requests (per hour)	41.00
City Crew Call Out fee (normal working hours) (per occurrence)	51.00
City Crew Call Out fee (outside normal working hours) (per occurrence)	204.00
Frozen pipe thawing request	
Deposit	92.00
Fee to thaw frozen pipe	at cost
Water Service Shut Off or Turn On request (per occurrence)	51.00”

2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on January 1, 2014.

ENACTED by Council this                      day of                      , 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION****A By-law to amend the Noise By-law  
Re: 4320 Slocan Street**

After the public hearing on February 21, 2013, Council resolved to amend the Noise By-law regarding this site. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 17, 2013

4320 Slocan Street

*Yph* BY-LAW NO. \_\_\_\_\_

**A By-law to amend  
Noise Control By-law No. 6555**

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

1. To Schedule A (Activity Zone) of By-law No. 6555, at the end, Council adds:

“CD-1 (557) By-law No. 10829 4320 Slocan Street”

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## EXPLANATION

**A By-law to amend the Sign By-law  
Re: 4320 Slocan Street**

After the public hearing on February 21, 2013, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that all prior-to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution. Recommendation C in the Policy Report dated January 2, 2013, titled "CD-1 Rezoning: 4320 Slocan Street", incorrectly assigned the C-2 District Schedule for Schedule B of the Sign By-law. The correct assignment is the C-1 District Schedule, as reflected in the By-law posted for the February 21, 2013 Public Hearing and in this By-law.

Director of Legal Services  
December 17, 2013

4320 Slocan Street

 BY-LAW NO. \_\_\_\_\_

**A By-law to amend Sign By-law No. 6510**

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

1. To Schedule E of the Sign By-law, Council adds:

“4320 Slocan Street                      CD-1 (557)                      By-law No. 10829                      B(C-1)”

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

ENACTED by Council this                      day of                      , 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk




**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 3002-3036 West Broadway**

After the public hearing on May 15, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 3002-3036 West Broadway. 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 17, 2013

3002-3036 West Broadway

 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-659 (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 (558).

2.2 Subject to Council approval 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 (558), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Arcade, Artist Studio, Billiard Hall, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, and Museum or Archives;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Manufacturing Uses, limited to Jewellery Manufacturing and Printing or Publishing;
- (e) Office Uses;
- (f) Retail Uses, limited to Adult Retail Store, Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;

- (g) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Print Shop, Repair Shop - Class A, Repair Shop - Class B, Restaurant - Class 1, Restaurant - Class 2, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Wedding Chapel;
- (h) Utility and Communication Uses, limited to Public Utility and Radiocommunication Station; and
- (i) Accessory uses customarily ancillary to the uses permitted in this Section 2.2.

### Conditions of Use

- 3. The design and lay-out of at least 25% of the dwelling units must:
  - (a) be suitable for family housing;
  - (b) include two or more bedrooms; and
  - (c) comply with Council's "High Density Housing for Families with Children Guidelines".

### Floor Area

- 4.1 Computation of floor space ratio must assume that the site consists of 1,940.5 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law.
- 4.2 Floor space ratio for all uses must not exceed 3.37.
- 4.3 Computation of floor area must include all floors of all buildings, having a minimum ceiling height of 1.2 m, including earthen floors and accessory buildings, both above and below ground level, to be measured to the extreme outer limits of the building.
- 4.4 Computation of floor area 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, provided that the total area of all exclusions does not exceed 8% of the residential floor area being provided;
  - (b) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, subject to the following:
    - (i) the total area of all open and enclosed balcony or sundeck exclusion does not exceed 8% of the residential floor area being provided, and

- (ii) no more than 50% of the excluded balcony floor area may be enclosed;
- (c) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (d) 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:
  - (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length, or
  - (ii) are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length;
- (e) amenity areas, including child day care facilities, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area, provided that for child day care facilities the Director of Planning, on the advice of the Director of Social Planning, is satisfied that there is a need for a day care facility in the immediate neighbourhood; and
- (f) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

4.5 The use of floor area excluded under section 4.4 must not include any purpose other than that which justified the exclusion.

### **Building Height**

5.1 Building height, measured from base surface, must not exceed 18.5 m.

### **Horizontal Angle of Daylight**

6.1 Each habitable room must have at least one window on an exterior wall of a building.

6.2 The location of each such exterior window must allow 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, to encounter no obstruction over a distance of 24.0 m.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 If:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of the unobstructed view is not less than 3.7 m;

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (558).

6.6 A habitable room referred to in section 6.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
  - (i) 10% or less of the total floor area of the dwelling unit, or
  - (ii) 9.3 m<sup>2</sup>.

#### Acoustics

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

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

#### Severability

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.

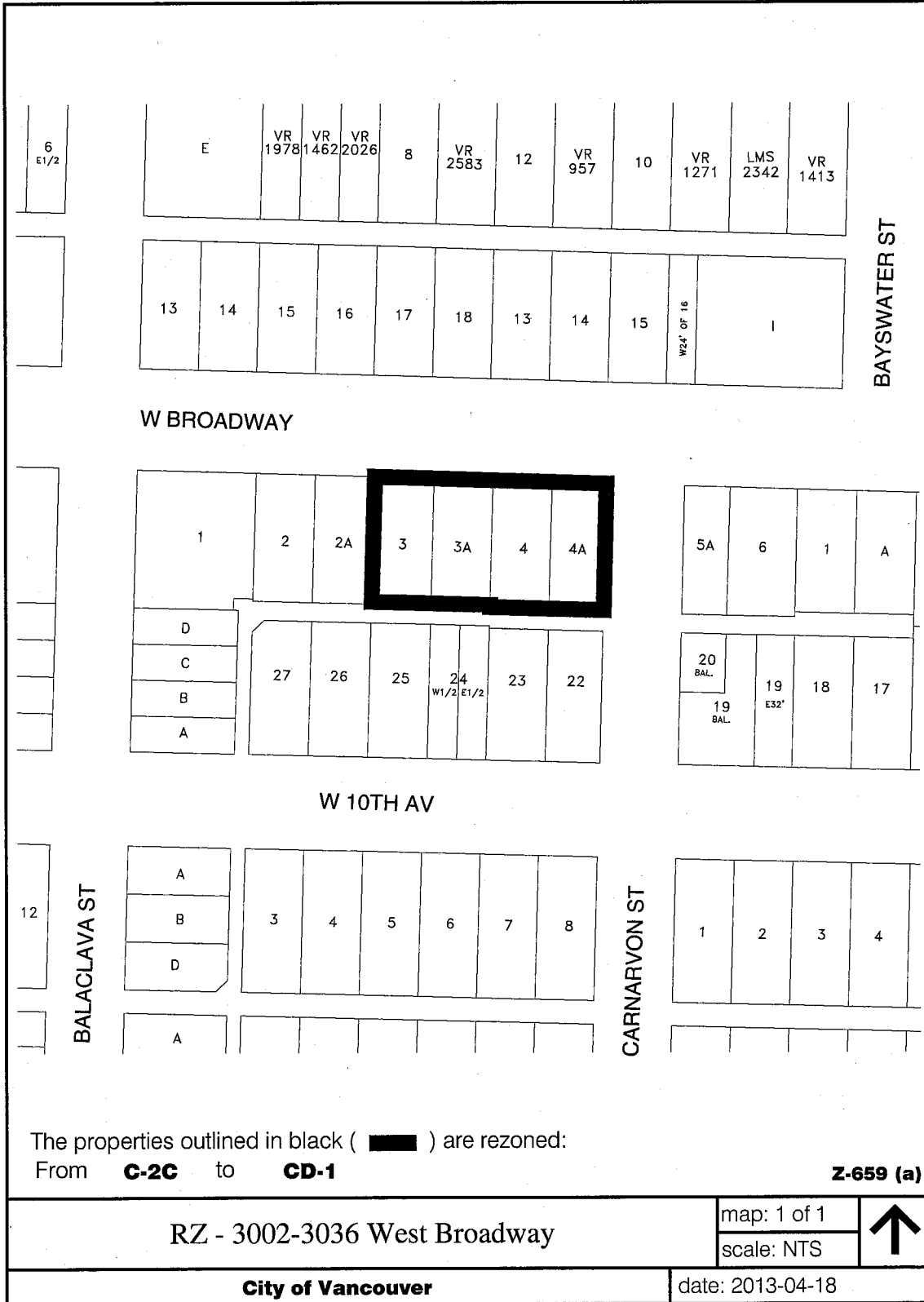
**Force and Effect**

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**EXPLANATION****Street and Traffic By-law amending By-law  
regarding 2014 fee increases**

The attached By-law will implement Council's resolution of December 17, 2013, to amend the Street and Traffic By-law to increase certain fees for 2014.

Director of Legal Services  
December 17, 2013





BY-LAW NO. \_\_\_\_\_

**A By-law to amend Street and Traffic By-law No. 2849  
regarding 2014 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 "\$10.40" and substitutes "\$10.51".
3. In section 23.4, Council:
  - (a) from subsection (a), strikes out "\$69.21", and substitutes "\$69.90";
  - (b) from subsection (b), strikes out "\$51.09", and substitutes "\$51.60"; and
  - (c) from subsection (c), strikes out "\$34.60", and substitutes "\$34.95".
4. From section 30(7) (c), Council strikes out "\$1,500.00", and substitutes "\$1,515.00".
5. In section 67A(6), Council:
  - (a) from subsection (a), strikes out "\$110.46", and substitutes "\$111.56"; and
  - (b) from subsection (b), strikes out "\$37.22", and substitutes "\$37.59".
6. In section 80(2), Council strikes out "\$169.78", "\$240.70", "\$734.91", "\$1,380.27", "\$2,746.59", "\$3,286.15", "\$338.38", and "\$605.85", and substitutes "\$171.48", "\$243.10", "\$742.26", "\$1,394.07", "\$2,774.06", "\$3,319.01", "\$341.76", and "\$611.90" respectively.
7. In section 88A, Council:
  - (a) from subsection (2)(b), strikes out "\$510.00" and "\$66.30", and substitutes "\$515.10" and "\$66.96" respectively; and
  - (b) from subsection (4), strikes out "\$66.30", and substitutes "\$66.96".
8. In section 96, Council strikes out "\$30.23" and "\$288.37", and substitutes "\$30.54" and "\$291.25" respectively.

9. 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.

10. This By-law is to come into force and take effect on January 1, 2014.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION****Encroachment By-law amending By-law  
regarding 2014 fee increases**

The attached By-law will implement Council's resolution of December 17, 2013, to amend the Encroachment By-law to increase certain fees for 2014.

Director of Legal Services  
December 17, 2013



BY-LAW NO. \_\_\_\_\_

**A By-law to amend Encroachment By-law No. 4243  
regarding 2014 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 "\$49.69", and substitutes "\$50.19".
2. From Part A of the Schedule attached to the Encroachment By-law, Council strikes out "\$55.82", "\$5.07", and "\$391.87", and substitutes "\$56.38", "\$5.12", and "\$395.79" respectively.
3. From Part C of the Schedule attached to the Encroachment By-law, Council strikes out "\$173.43" and "\$4.63", and substitutes "\$175.17" and "\$4.68" respectively.
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 January 1, 2014.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## EXPLANATION

### **Crossing By-law amending By-law regarding 2014 fee increases**

The attached By-law will implement Council's resolution of December 17, 2013, to amend the Crossing By-law to increase certain fees for 2014.

Director of Legal Services  
December 17, 2013

*uph* BY-LAW NO. \_\_\_\_\_

**A By-law to amend Crossing By-law No. 4644  
regarding 2014 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 "\$380.23", and substitutes "\$384.04"; and
  - (b) strikes out "\$46.52", and substitutes "\$46.98".
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on January 1, 2014.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION**

**Street Vending By-law amending By-law  
regarding 2014 fees**

The attached By-law will implement Council's resolution of December 17, 2013, to amend the Street Vending By-law to increase certain fees for 2014.

Director of Legal Services  
December 17, 2013

BY-LAW NO. \_\_\_\_\_



**A By-law to amend  
Street Vending By-law No. 4781  
regarding 2014 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. 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.
3. This By-law is to come into force and take effect on January 1, 2014.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## Schedule A

### Application Fees

The following fees shall be paid upon application for a permit:

- (a) general street vendor ..... \$ 50.00
- (b) sidewalk occupancy accessory  
to a food vending establishment ..... \$ 50.00

### Permit Fees

The following fees shall be paid prior to issuance of a permit, exclusive of a harmonized sales tax imposed under the *Excise Tax Act* (Canada) unless otherwise stated:

- (a) general street vendor
  - (i) food .....\$ 1,084.02 per year
  - (ii) all other products ..... \$ 812.71 per year
- (b) special event market vendor ..... \$110.40 per block per  
day to a maximum fee  
of \$435.74 per day
- (c) individual special event  
vendor (not available for  
an event for which a special  
event market vendor permit  
under clause (b) has already  
been issued) ..... \$ 35.23 per day
- (d) mobile special event vendor..... \$155.61 per year
- (e) mobile food vendor
  - (i) with motorized unit ..... \$292.44 per year
  - (ii) without motorized unit ..... \$146.80 per year
- (f) farmers' market..... \$534.67 per year
- (g) street use for the display of  
produce, plants and cut flowers  
for each square foot of display area . . . . . \$ 4.40 per year  
subject to a minimum fee of . . . . . \$123.32 per year
- (h) street use for the provision  
of tables and chairs accessory  
to a food vending establishment . . . . . \$339.43 per year

## EXPLANATION

**Street Distribution of Publications By-law amending By-law  
regarding 2014 fee increases**

The attached By-law will implement Council's resolution of December 17, 2013, to amend the Street Distribution of Publications By-law to increase certain fees for 2014.

Director of Legal Services  
December 17, 2013

BY-LAW NO. \_\_\_\_\_



A By-law to amend  
Street Distribution of Publications By-law No. 9350  
regarding 2014 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

\$30.29 annually for each of 1 to 100 news boxes held by one person

\$90.86 annually for each of 101 or more news boxes held by one person

\$121.17 annually for each compartment in each multiple publications news box

\$30.29 annually for each drop box”

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

3. This By-law is to come into force and take effect on January 1, 2014.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

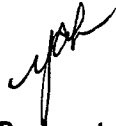
\_\_\_\_\_  
City Clerk

## EXPLANATION

### **A By-law to Amend the Street Utilities By-law regarding 2014 fees**

The attached By-law will implement Council's resolution of December 17, 2013, to amend the Street Utilities By-law to increase certain fees for 2014.

Director of Legal Services  
December 17, 2013



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. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2014.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
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 \$626.63;
- (b) longer, a plan review and administration fee of \$1,879.90;

together with a fee of \$12.54 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, \$81.46 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 <sup>2</sup>	\$216.34
Concrete Pavement	10 m <sup>2</sup> to less than 50 m <sup>2</sup>	\$159.68
Concrete Pavement	50 m <sup>2</sup> or more	\$123.62
Pavement Membrane	Less than 100 m <sup>2</sup>	\$ 87.57
Overlay Concrete Road		
Pavement Membrane	More than 100 m <sup>2</sup>	\$ 72.11
Overlay Concrete Road		
Light Asphalt Pavement	Less than 3 m <sup>2</sup>	\$188.53
Light Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$ 94.78
Light Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$ 61.81
Light Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$ 54.60

Light Asphalt Pavement	More than 300 m <sup>2</sup>	\$ 47.39
Heavy Asphalt Pavement	Less than 3 m <sup>2</sup>	\$257.55
Heavy Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$152.47
Heavy Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$ 103.02
Heavy Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$ 73.14
Heavy Asphalt	More than 300 m <sup>2</sup>	\$ 66.96
Grading and Asphalt Aprons	Quotes by street utilities committee only	
Concrete Sidewalk	Less than 10 m <sup>2</sup>	\$185.44
Concrete Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$164.83
Concrete Sidewalk	25 m <sup>2</sup> to 50 m <sup>2</sup>	\$144.23
Concrete Sidewalk	50 m <sup>2</sup> or more	\$ 98.90
Exposed Agg Sidewalk	All	\$276.09
Concrete Crossing	All	\$206.04
Curb & Gutter	Less than 10 lm	\$278.15
Curb & Gutter	10 lm or more	\$216.34
Boulevards Top Soil & Seed	Less than 50 m <sup>2</sup>	\$ 37.09
Boulevards Top Soil & Seed	50 m <sup>2</sup> or more	\$ 20.60
Brick or Paver Sidewalks	All	\$360.57
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		\$283.31
Concrete Thickened Sidewalk - 6"	All	\$206.04
Concrete Thickened Sidewalk - 10"	All	\$257.55
Asphalt/Concrete Pavement	0 m <sup>2</sup> to less than 3 m <sup>2</sup>	\$255.49
Asphalt/Concrete Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$249.31
Asphalt/Concrete Pavement	10 m <sup>2</sup> to 50 m <sup>2</sup>	\$206.04
Asphalt/Concrete Pavement	50 m <sup>2</sup> or more	\$172.04
Asphalt/Concrete Pavement - follow behind (Install of 5" Asphalt when concrete + cutback is done by Utility Group)		\$ 55.55
Brick / Paver / Stone Pavements	Quotes by street utilities committee only	
Asphalt/Concrete Pavement	Less than 10 m <sup>2</sup>	\$175.13

ERF 302 all prior to June 9/08 Heavy Asphalt Pavement	100 m <sup>2</sup> or more	\$ 63.87
ERF 106 all prior to Aug.1/06 Heavy Asphalt Pavement	0 m <sup>2</sup> to 100 m <sup>2</sup>	\$ 77.27
ERF 105 all prior to April 15/07 Light Asphalt Pavement	More than 100 m <sup>2</sup>	\$ 47.39
ERF 104 all prior to Dec.31/05 Heavy Asphalt Pavement	3 m <sup>2</sup> to 100 m <sup>2</sup>	\$ 83.45
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	\$52.22
6 - 10 years	\$41.77
11 - 15 years	\$31.33
16 - 20 years	\$20.89
21 years or greater	\$10.44



## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 1396 Richards**

Following public hearing on June 18, 2013, Council approved in principle a Housing Agreement for 1396 Richards Street to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the rezoning of the lands to CD-1 (Comprehensive Development) District.

A Housing Agreement has been accepted and signed by the owner applicant to meet the above requirements. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement Council's condition regarding a Housing Agreement.

Director of Legal Services  
December 17, 2013

1396 Richards Street

 BY-LAW NO. \_\_\_\_\_

**A By-law to enact a Housing Agreement  
for 1396 Richards 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:

006-070-914

Lot C, Block 115, District Lot 541, Plan 5210

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 \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

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 15 pages

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

[To be put in e-filing form by the applicant]

\_\_\_\_\_  
Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

006-070-914

Lot C, Block 115, District Lot 541, Plan 5210

3. NATURE OF INTEREST:\*

DESCRIPTION

DOCUMENT REFERENCE  
(page and paragraph)

PERSON ENTITLED TO  
INTEREST

SEE SCHEDULE

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):\*

**RICHARDS STREET MANAGEMENT CORP. (Incorporation No. 0953972)**  
**THE TORONTO-DOMINION BANK, 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 style="width: 100%;"/>	13			<p><b>RICHARDS STREET MANAGEMENT CORP.</b>, by its authorized signatories:</p> <hr/> <p>Name:</p> <hr/> <p>Name:</p>

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

Y	M	D
13		

Party(ies) Signature(s)

**THE TORONTO-DOMINION BANK,**  
by its authorized signatory:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**OFFICER CERTIFICATION:**

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

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/>	13			CITY OF VANCOUVER by its authorized signatory: <hr/>

**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

LAND TITLE ACT  
 FORM E  
 SCHEDULE

---

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:\*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA2843331 and Assignment of Rents CA2843332	Page 15	Transferee

## TERMS OF INSTRUMENT - PART 2

### HOUSING AGREEMENT (1396 Richards Street)

#### Introduction

A. It is understood and agreed that this instrument and Agreement, will be read as follows:

- (i) the Transferor, Richards Street Management Corp., is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;

B. The Owner is the registered owner of the Lands; and

C. The Owner made an application to rezone the Lands from DD (Downtown) District to CD-1 (Comprehensive Development) District and after a public hearing to consider the said application, the said rezoning (the "Rezoning") was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the amending by-law (the "Rezoning By-law"), the Owner, at no cost to the City:

*"Make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a Housing Agreement securing 130 residential units with a minimum total area of 8,604m<sup>2</sup> (92,618 sq. ft.), and related parking and other amenity space, for 60 years or the life of the building, whichever is greater, as rental housing, and subject to the following additional conditions in respect of those units:*

- (a) *That all such units will be contained within a separate air space parcel;*
- (b) *That such air space parcel may not be subdivided by deposit of a strata plan;*
- (c) *That none of such units may be separately sold;*
- (d) *That none of such units will be rented for less than one month at a time;*
- (e) *On such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may in their sole discretion require.*

*Note to applicant: This condition to be secured by a Housing Agreement to be entered into by the City by by-law enacted pursuant to section 565.2 of the Vancouver Charter."*

#### Consideration

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City and the



Owner to each other and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) pursuant to Section 565.2 of the *Vancouver Charter* it is agreed as follows:

### Terms of Agreement

1. **DEFINITIONS.** The terms defined in this Section 1 for all purposes of this Agreement, unless specifically provided in this Agreement, will have the following meanings hereinafter specified. The defined terms are:

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals;
- (b) **"Building"** means:
  - (i) any building or structure used, occupied or constructed on the Lands at any time following the date this Agreement is fully executed and includes any portion of such building or structure; and
  - (ii) any existing building or structure on the Lands;

that the Director of Legal Services determines is not installed on an interim or temporary basis;
- (c) **"City Personnel"** means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;
- (d) **"Development Permit"** means any development permit issued by the City to enable development of the Lands as contemplated by the Rezoning, as the same may be amended from time to time;
- (e) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;
- (f) **"General Manager of Planning and Development"** means the chief administrator from time to time of the City's Planning and Development and his/her successors in function and their respective nominees
- (g) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (h) **"Lands"** means the parcel of land situated in the City of Vancouver, Province of British Columbia described in Item 2 of the General Instrument Part I and includes any parcel into which such land is consolidated or further subdivided;
- (i) **"LTO"** means the land title office for the jurisdiction in which the Lands are situate;

- (j) "**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;
- (k) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (l) "**Owner**" means the Transferor, Richards Street Management Corp. and includes any and all of its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (m) "**Rental Purposes**" means the use of a Rental Unit (which will not be occupied by the registered or beneficial owner of same but which is made available by such owner to the general public, at arm's length) for residential accommodation only and for a period of not less than one (1) month, all in accordance with this Agreement, reasonable prudent landlord-tenant practices for rental residential accommodation and any and all law applicable thereto, including without limitation, residential tenancy and applicable human rights legislation in British Columbia;
- (n) "**Rental Unit Parcel**" means one legal titled air space parcel which contains all of, and only, the Rental Units other than any related common service and amenity area and systems and including without limitation parking for the Rental Units;
- (o) "**Rental Units**" means a minimum of one hundred and thirty (130) new residential dwelling units, with a total area of at least 8,604 square metres (92,618 square feet) to be constructed in the Rental Unit Parcel in the Building, as contemplated by the Rezoning except that the number of new residential dwelling units may be varied by the General Manager of Planning and Development in consultation with the Owner and the Managing Director of Social Development, to provide a greater number of new residential dwelling units designed to be suitable for families with children (including some three bedroom units) pursuant to the Development Permit, and "**Rental Unit**" means any one of them, and those terms include each and all such dwelling units constructed in a replacement building on the Lands;
- (p) "**Rezoning**" means the rezoning described in Recital C of this Agreement;
- (q) "**Rezoning By-law**" means the rezoning by-law relating to the Lands as described in Recital C;
- (r) "**Term**" means the period from the date this Agreement is registered in the LTO until the date which is 60 years from the date of said registration or the life of the Building whichever is greater; and
- (s) "**Vancouver Charter**" means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

2. **RESTRICTIONS ON USE AND SUBDIVISION.** The Owner agrees that:

- (a) the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) all of the Rental Units will be located within the Rental Unit Parcel;
- (c) the Rental Units will be used throughout the Term for Rental Purposes only;
- (d) it will not suffer, cause or permit, beneficial or registered title to any Rental Unit in the Rental Parcel to be sold or otherwise transferred individually or jointly with one or more other Rental Units unless beneficial or registered title to all of the Rental Units in the Rental Parcel are sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (e) subject to Section 3, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold;
- (f) that any sale of a Rental Unit in contravention of the covenant in Section 2(d), and any subdivision of the Rental Unit Parcel or the Building 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;
- (g) it will not rent, licence, use or sublet nor will it allow to be rented, licensed to use or sublet any Rental Unit for a term of less than thirty (30) days;
- (h) it will construct the Rental Units in accordance with any Development Permit and building permit(s) issued for the Lands, or part thereof, and will keep and maintain the Building containing the Rental Units and all parts thereof in good repair and in a safe, clean, neat and tidy condition as would a reasonable and prudent owner of similar buildings and lands, and will insure it to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands. If any Rental Unit or any part thereof is damaged, or if any portion of a Building is damaged such that the use and enjoyment of any Rental Unit would be materially impaired, the Owner will promptly restore and repair such damage whenever and as often as damage occurs, to a good condition as would a reasonable and prudent owner of similar buildings and lands; and
- (i) any changes to the foregoing restrictions and requirements will be made only with the prior written agreement of the Managing Director of Social Development, who may first seek input from the City's elected Council;

and the Owner covenants and agrees that:

- (j) enactment of the Rezoning By-law is full and fair compensation for the restrictions set out in this Agreement and the Owner waives and renounces all claims for further or other compensation by reason of the restrictions set out in this Agreement.

**3. SUBDIVISION OF THE LANDS.** Despite Subsection 2(e),

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer, the Director of Legal Services and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by air space plan that creates the Rental Unit Parcel, or any further or other subdivision (including by deposit of a strata plan or air space plan) of that part of the Lands which does not and will not contain the Rental Unit Parcel; and
- (b) following a subdivision to create the Rental Unit Parcel and the issuance of a final occupancy permit for the Rental Unit Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or parcels other than the Rental Unit Parcel and the City will, on request of the Owner, execute and deliver a registrable discharge of this Agreement in respect of all parcels other than the Rental Unit Parcel; provided that:
  - (i) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (ii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iii) the preparation and registration of any such discharge will be without cost to the City.

**4. OCCUPANCY RESTRICTION ON THE LANDS.** The Owner covenants and agrees with the City in respect of the use of the Lands and each Building, that:

- (a) no Building will be used or occupied except as follows:
  - (i) the Owner will not suffer or permit the occupation of any Building or any part thereof and will take no action, directly or indirectly, to compel the issuance of an Occupancy Permit for any Building or any part thereof; 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 an Occupancy Permit has been issued for each of the Rental Units; and

- (b) without limiting the general scope of this Section 4, 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 the Owner has satisfied the provisions of this Section 4.

5. **RECORD KEEPING.** The Owner will keep accurate records pertaining to the use and rental of the Rental Units for Rental Purposes, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make these records available for inspection and copying by the City (but not more than once per year unless the City has reasonable grounds to believe the Owner is not complying with its obligations hereunder).

6. **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 will be entitled to court costs on a solicitor and own client basis.

7. **INDEMNITY AND RELEASE.** The Owner hereby:

- (a) releases and discharges the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs and legal costs which may arise or accrue to the Owner by reason of the City or City Personnel exercising any of its rights under this Agreement; and
- (b) agrees to indemnify and save harmless the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs, and legal costs on a solicitor and own client basis which the City or City Personnel may suffer or incur arising whether directly or indirectly out of any default by the Owner, or the Owner's officials, officers, employees, or agents, or any other person for whom it is legally responsible, in observing or performing the Owner's obligations under this Agreement or that would not have been incurred "but for" this Agreement.

The indemnity provided in this Section 7 will be an integral part of this Section 219 Covenant continued in this Agreement. The release and indemnification provisions contained in this Agreement will survive the discharge or termination of this Agreement.

8. **NOTICES.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended, either by personal delivery or by facsimile transmission, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and in the case of the Owner, addressed to it at:

in the case of the Owner at:

Richards Street Management Corp.  
300 - 550 Robson Street  
Vancouver, British Columbia  
V6B 2B7

Attention: President

in the case of the City addressed to it at:

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

Attention: City Clerk

with a concurrent copy to the Director of Legal Services;

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request or on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

## 9. MISCELLANEOUS

- (a) **Breach by Owner.** The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.
- (b) **No Derogation.** Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions 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 Lands and Building as if this Agreement had not been executed and delivered by the Owner and the City.
- (c) **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
  - (i) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial

interests in the title to the Lands with the interest in land created hereby; and

- (ii) this Agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof.
- (d) **City's Costs.** In any action to enforce this Agreement in which any Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor/client basis.
- (e) **Interpretation.** The following provisions will apply to this instrument:
  - (i) the laws of British Columbia are to govern its interpretation and enforcement;
  - (ii) each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
  - (iii) if a court finds any provision invalid, illegal, or unenforceable, and severs it from the remainder of this instrument, the remaining provisions are to remain in force and effect;
  - (iv) time will be of the essence, and if the City or Owner expressly or impliedly waives that requirement, the City or Owner may re-instate it by delivering notice to the other;
  - (v) waiver of a default by the City or Owner or failure or delay by the City or Owner in exercising a right or remedy does not mean that the City or Owner waives any other default or that the City or Owner has waived its right to exercise such right or remedy;
  - (vi) no amendment is to have any force or effect unless the City and Owner have signed it;
  - (vii) this instrument represents the entire agreement between the City and Owner regarding the matters set out in this instrument, and supersedes all prior agreements, letters of intent, or understandings about those matters;
  - (viii) any reference to a statute is to the statute and its regulations in force on the date the Owner signs Form C, and to subsequent amendments to or replacements of the statute or regulations;
  - (ix) the exercise of any particular remedy by the City or Owner under this instrument or at law or at equity will not prejudice or preclude that party from invoking or exercising any other remedy, and no remedy will be exclusive, and each of the City or Owner may exercise all its remedies independently or in combination and, in particular, the Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement;

- (x) the Owner will execute and deliver to the City, on request by the City from time to time, such further assurances and instruments as the City may require to give full force and effect to the Owner's grants and agreements under this instrument; and
  - (xi) if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this instrument will be joint and several.
- (f) **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will 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 3.
- (g) **Perfection of Intention.** The Owner will, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a first registered charge against the Lands, save only for those reservations, liens, charges or encumbrances:
- (i) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (ii) in favour of the City either alone or together with any other party;
  - (iii) registered against title to the Lands at the instance of the City as a condition of rezoning the Lands or in satisfaction of a condition of the City's Approving Officer approving the subdivision of the parent parcel to create the Lands; and
  - (iv) which Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Instrument.
- (h) **Continuing Effect.** This Agreement will enure to the benefit of and bind each of the City and its successors and assigns and the Owner and its successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 which is attached hereto and forms part hereof.



**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA2843331 and the Assignment of Rents registered under number CA2843332;
- (b) "Existing Chargeholder" means The Toronto-Dominion Bank;
- (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 meaning 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 hereby:

- (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 Charges in the same manner and to the same effect as if the Owner had granted the New Charge, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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**